SOLAR ENERGY CORPORATION OF INDIA LTD. NEW DELHI

SECI/C&P/WPD/RfS/T9/Amendment-01

dated 17.10.2019

	Amendment to the RfS for 1200 MW ISTS Connected Wind Power Projects (Tranche-IX)					
	RfS No. SECI/C&P/WPD/1200MW/T9/RfS/092019 dated 20.09.2019					
Sr. No.	Clause No.	Existing Clause	Amended Clause			
	Amendments in the RfS document					
1.	Section I Clause	SECI shall enter into PPA with the WPDs for	SECI shall enter into PPA with the WPDs			
	1.3.2	a period of 25 years from the date as per	for a period of 25 years from the date as			
		the provisions of PPA. The maximum tariff	per the provisions of PPA. The maximum			
		payable to each WPD is fixed at Rs.	tariff payable to each WPD is fixed at Rs.			
		2.85/kWh for the entire term of 25 years.	2.93/kWh for the entire term of 25			
		The Bidders	years. The Bidders			
2.	Section III clause	use Modified as follows:				
3.7.3 The arrangement of connectivity can be made by t			made by the WPD through a dedicated			
	transmission line. The entire cost of transmission including cost of construction					
		wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and				
		any other charges from the project up to and including at the interconnection point				
		will be borne by the WPD. The Bidders are	will be borne by the WPD. The Bidders are free to choose the ISTS substations for			
		Interconnection of the Project to the Grid on a pan-India basis. While doing so, the				
		Bidders shall apply due diligence while choosing the proposed substation, and may				
		choose their substations from any one of the following options:				
		i. Existing substations having available margin as indicated by the respective				
		substation owner.				
		ii. Existing substations where augmentation is under process or plans for				
		augmentation have been announced.				
		iii. Substations located in the Western and Southern regions under the updated				
		plan for 1 st phase made available by the Minutes of meeting for Northern,				
		Western and Southern Region committees and as displayed by the CTU on its				
		website, https://webapps.powergrid.in/ctu/u/Default.aspx , subject to				
		availability of connectivity.				
		Bids indicating substations outside the above three choices will be liable for rejection.				
3.	Section III Clause	The amount of compensation shall be	The amount of such penalty will be			
	3.9 B	in accordance with the terms of the PPA,	calculated @ 50% (fifty percent) of the			
		subject to a minimum of 50% (Fifty percent)	PPA tariff for the shortfall in energy			
		of the cost of this shortfall in energy terms,	terms, in accordance with the terms of			
		calculated at PPA tariff. This compensation	the PPA. Such penalty as recovered from			
		shall be applied to the amount of shortfall	the WPD, shall be passed on by SECI to			
		in generation during the year. Such penalty	the buying utility (ies), as the case may			
		as recovered from the WPD, shall be passed	be, after deducting losses of			

4.	Section III Clause	on by the SECI to the buying utility (ies), as the case may be, after deducting losses of SECI. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of wind power by WPD. WPDs setting up projects in vicinity of Air	Intermediary procurer. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of wind power by WPD.
4.	3.10.c.	Force bases/aerodromes, are advised to apply for necessary MoD clearances within 60 days of issuance of LoAs.	Force bases/aerodromes, are advised to apply for necessary MoD clearances within 30 days of Effective Date of PPAs.
5.	Section III clause 3.17 (B)	The maximum deadline allowed for commissioning of the full Project Capacity shall be limited to the date as on 270 days from the SCD.	The maximum deadline allowed for commissioning of the full Project Capacity shall be limited to the date as on 270 days from the SCD or from the revised SCD if applicable under clause 3.17 C.
6.	Section IV Clause 4.2 B (III)	In this step, evaluation will be carried out based on tariff quoted by the Bidders. Tariff has to be less than or equal to Rs.2.85/kWh for the cumulative capacity quoted. Those bids where the tariff quoted is more than Rs. 2.85/kWh, shall be summarily rejected.	In this step, evaluation will be carried out based on tariff quoted by the Bidders. Tariff has to be less than or equal to Rs.2.93/kWh for the cumulative capacity quoted. Those bids where the tariff quoted is more than Rs. 2.93/kWh, shall be summarily rejected.
7.	Section IV clause 4.4.3	In case the partial capacity offered to the last Bidder after completion of the e-RA is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding 1200 MW. In case the last Bidder refuses to accept such partial capacity offered by SECI, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by SECI.	In case the partial capacity offered to the last Bidder after completion of the e-RA is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding 1200 MW. In case the last Bidder refuses to accept such partial capacity offered by SECI, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by SECI. However in case $S_E \leq 1200$ MW, and in case the last selected bidder subsequent

			to culmination of e-RA, is eligible for award of a partial capacity, such bidder shall have an option to match the L1 tariff as discovered, in order to win the entire quoted project capacity at the L1 tariff. Such increase in capacity of the last bidder shall be limited to the total bid capacity tendered under this RfS. The last bidder as identified above, shall be required to intimate SECI within 3 working days from date of e-RA.			
	Amendments in the PPA document					
1.	Article 4.4.1	The amount of such compensation shall be as determined by the Appropriate Commission/Authority, and such compensation shall ensure that the Buying Entity (ies) is/are offset for all potential costs associated with low generation and supply of power under the PPA. However, the minimum compensation payable to SECI by the WPD shall be 50% (fifty percent) of the cost of this shortfall in energy terms, calculated at PPA tariff.	The amount of such compensation shall be calculated @ 50% (fifty percent) of the PPA tariff for the shortfall in energy terms, and such compensation shall ensure that the Buying Entity (ies) is/are offset for all potential costs associated with low generation and supply of power under the PPA. Such penalty as recovered from the WPD, shall be passed on by the SECI to the Buying Utilities, as the case may be, after deducting losses of SECI.			