

**SOLAR ENERGY CORPORATION OF INDIA LTD.  
NEW DELHI**

**Ref No. SECI/C&P/RPD/RTC-I/102019/Amendment-02**

dated 14.02.2020

Amendment-02 to RfS for Selection of RE Power Developer for “Round-the-Clock” Energy Supply from 400 MW RE Power Projects to NDMC, New Delhi, and Daman & Diu and Dadra & Nagar Haveli under Tariff-based Competitive Bidding (RTC-I)			
<b>RfS No. SECI/C&amp;P/RPD/RTC-I/RfS/400MW/102019 dated: 18.10.2019</b>			
<b>Sr. No.</b>	<b>Clause No.</b>	<b>Existing Clause</b>	<b>Amended Clause</b>
<b>Amendments in the RfS document</b>			
1.	General	<u>The amount of Bank Guarantee against EMD occurring anywhere in the RfS, PPA and PSA documents is hereby modified from Rs. 20,00,000/MW to Rs. 10,00,000/MW.</u>	
2.	Clarifications-01 to the RfS	Sl. 56.  .....  However, the term "reconfiguration" in Clause 3.3 (v), Section-III refers to change in proportion of the solar/wind/storage component in the Project, which is allowed until the deadline of Financial Closure. The two are to be read exclusively.	Sl. 56.  .....  However, the term "reconfiguration" in Clause 3.3 (v), Section-III refers to change in proportion of the solar/wind/storage component in the Project, which is allowed until the deadline as specified in Clause 14.1, Section-III of the RfS. The two are to be read exclusively.
3.	Section I, Cl. 1.22	<b>“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”</b> shall mean the point at 220kV or above, where power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document.....	<b>“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”</b> shall mean a single point or multiple points at 220kV or above, where power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document.....
4.	Section I, Cl. 1.38	<b>Modified as follows:</b>  <b>“POWER PROJECT” or “RE POWER PROJECT” or “PROJECT”</b> shall mean the renewable energy generation facility, comprising all the various components classified by the MNRE as “Renewable Energy Sources”, for supply of RE power, including ESS, if any, having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall include all renewable power generation units, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI. It may be noted that the sources of generation	

		and ESS, if any, may be co-located, or may be located at different locations, to be considered a single Project.	
5.	Section III, Cl. 7.11	.....While doing so, the Bidders shall apply due diligence while choosing the proposed substation, which should either be an existing substation where margin is available in existing capacity, or should be located in western and southern region under updated plan for 1st phase as listed in the minutes of meeting for Northern, Western and Southern Region committee are as displayed by the CTU on its website, <a href="https://webapps.powergrid.in/ctu/u/Default.aspx">https://webapps.powergrid.in/ctu/u/Default.aspx</a> . .....	.....While doing so, the Bidders shall apply due diligence while choosing the proposed substation, which should either be an existing substation where margin is available in existing capacity, or should be located in western and southern region under updated plan made available by the minutes of meeting for Northern, Western and Southern Region committee are as displayed by the CTU on its website, <a href="https://webapps.powergrid.in/ctu/u/Default.aspx">https://webapps.powergrid.in/ctu/u/Default.aspx</a> . .....
6.	Section III, Cl. 8.1	The Bidders will declare the annual CUF of their Projects in the Covering Letter as per Format 7.1 and RPDs will be allowed to revise the same once within first three years after COD. The declared annual CUF shall in no case be less than 100% (hundred percent).....	The PPA will be signed for a committed annual energy equivalent to 100% CUF of the Project, in order to ensure “Round-the-Clock” energy supply by the RPD, which shall remain unchanged after signing of PPA.....
7.	Section III, Cl. 11.1	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 40 Lakh/ MW within 30 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier.....	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 40 Lakh/ MW within 70 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier.....
8.	Section III, Cl. 16.b.a.	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on <b>18 months</b> from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.04.2019, then SCD shall be 07.10.2020).	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on <b>24 months</b> from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.04.2019, then SCD shall be 07.04.2021).
9.	Section III, Cl. 16.b.c.	..... For example, in case of the Project of 200 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/200) X (18/360). <u>For the purpose of calculations of the liquidated damages, ‘month’ shall be considered consisting of 30 days.</u>	..... For example, in case of the Project of 200 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/200) X (18/180). <u>For the purpose of calculations of the liquidated damages, ‘month’ shall be considered consisting of 30 days.</u>

10.	Section III, Cl. 11.6	Addendum to the clause	In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
<b>Amendments in the PPA document</b>			
1.	General	<u>The terms “Letter of Credit” and “LC” occurring in the PPA document shall be read as “Letter of Credit/Standby Letter of Credit” and “LC/SBLC” respectively.</u>	
2.	1.1	<b>“Delivery Point”</b> shall mean the point at 220kV or above, where power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document.....	<b>“Delivery Point”</b> shall mean a single point or multiple points at 220kV or above, where power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document.....
3.	1.1	<b>“Power Project” or “Project”</b> shall mean the renewable energy generation facility, comprising all the various components classified by the MNRE as “Renewable Energy Sources”, for supply of RE power, including ESS, if any, having single point of injection into the grid at Interconnection/Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point and having separate control systems and metering. The Project shall include.....	<b>“Power Project” or “Project”</b> shall mean the renewable energy generation facility, comprising all the various components classified by the MNRE as “Renewable Energy Sources”, for supply of RE power, including ESS, if any, having a single or multiple point(s) of injection into the grid at Interconnection/Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point and having separate control systems and metering. The rated capacities of the various Project components are as follows: Solar PV component: _____MW Wind power component: _____MW Other RE generation source : _____MW (to be filled as per project configuration). The Project shall include.....
4.	4.6.1	<u>Delay beyond the Scheduled Commissioning Date upto (&amp; including) the date as on 12 months from the SCD, or the revised SCD, if applicable:</u> The total PBG amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 200 MW	<u>Delay beyond the Scheduled Commissioning Date upto (&amp; including) the date as on 6 months after the SCD, or the revised SCD, if applicable:</u> The total PBG amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 200 MW capacity, if commissioning of 100 MW capacity is delayed

		capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/200) X (18/360). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.	by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/200) X (18/180). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.
5.	4.6.2	The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to the date as on 12 months from the SCD.....	The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to the date as on 6 months after the SCD.....
6.	6.1.3	The RPD shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the RPD.	The RPD shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. DSM charges on this account shall be directly paid by the RPD.
7.	10.3.3	In the event of delay in payment of a Monthly Bill by SECI beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the RPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment being duly received by SECI under the PSA from the Buying Entity(ies)....	In the event of delay in payment of a Monthly Bill by SECI beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the RPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment surcharge being duly received by SECI under the PSA from the Buying Entity(ies)....
8.	12.2.3	New Clause	In case of Change in Law on account of Article 12.1, subject to approval granted vide Article 12.2.1, the RPD shall be entitled for increase/decrease in the Applicable Tariff. This increase/decrease in Applicable Tariff shall be for an amount equivalent to INR 0.002/kWh (0.2 Paisa/kWh) for every increase/decrease of INR 01 (one) lakh/MW in the Project cost corresponding to the Contracted Capacity, which shall be effected based on the documentary evidence submitted to the concerned authority.
9.	14.5.1	..... (i) the recourse under the Payment Security Mechanism provided in the PSA, as follows:	..... (i) the recourse under the Payment Security Mechanism provided in the PPA and PSA, as

		<p>a) Letter of Credit opened by the Buying Entity;</p> <p>(b) State Government Guarantee/ Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government of the Buying Entity, covering security for payment of energy charges, as applicable</p> <p>(c) Payment Security Fund provided by the Buying Entity, and</p> <p>.....</p>	<p>follows:</p> <p>(a) Letter of Credit/Standby Letter of Credit;</p> <p>(b) State Government Guarantee/ Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government of the Buying Entity, covering security for payment of energy charges, as applicable</p> <p>(c) Payment Security Fund provided by the Buying Entity, and</p> <p>.....</p>
<b>Amendments in the PSA document</b>			
1.	1.1	<p><b>“Delivery Point”</b> shall mean the point at 220kV or above, where power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document.....</p>	<p><b>“Delivery Point”</b> shall mean a single point or multiple points at 220kV or above, where power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document.....</p>
2.	1.1	<p><b>“Project” or “Power Project”</b> shall mean the RE Power generation facility as per Schedule-I having separate points of injection into the grid at interconnection/metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have separate control systems and metering.</p>	<p><b>“Project” or “Power Project”</b> shall mean the RE Power generation facility as per Schedule-I having a single point or separate points of injection into the grid at interconnection/metering point(s) at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each Project must also have separate control systems and metering. The rated capacities of the various Project components are as follows:  Solar PV component: _____MW  Wind power component: _____MW  Other RE generation source : _____MW  (to be filled as per project configuration).</p>
3.	4.2.6	New Clause	<p>As part of scheduling of power from the Project, the RPD will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/Discom, as per the Regulations in force, under intimation</p>

			to SECI. SECI may facilitate in identification of any discrepancy and assist the RPD for its early rectification without any liability on SECI. The RPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
4.	8.2.3	New Clause	In case of Change in Law on account of Article 8.1, subject to approval granted vide Article 8.2.1, the RPD shall be entitled for increase/decrease in the Applicable Tariff. This increase/decrease in Applicable Tariff shall be for an amount equivalent to INR 0.002/kWh (0.2 Paisa/kWh) for every increase/decrease of INR 01 (one) lakh/MW in the Project cost corresponding to Contracted Capacity, which shall be effected based on the documentary evidence submitted to the concerned authority.
5.	9.3.6	New Clause	In the event of occurrence of an RPD Event of Default under the SECI-RPD PPA, the lenders in concurrence with the Buying Entity and SECI, may exercise their rights, if any, under Financing Agreements, to seek substitution of the RPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the RPD and performing the obligations of the RPD. However, in the event the lenders are unable to substitute the defaulting RPD within the stipulated period, SECI may terminate the PPA and the Buying Entity may acquire the Project assets for an amount equivalent to 90% of the debt due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets. Provided that any substitution under this Agreement can only be made with the prior consent of SECI including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by SECI and accepts the terms and conditions of this Agreement.