SOLAR ENERGY CORPORATION OF INDIA LTD.
NEW DELHI

Ref No. SECI/C&P/RPD/RTC-I/102019/Amendment-03 dated 26.02.2020

<table>
<tr><td colspan="4">Amendment-03 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)</td></tr>
<tr><td colspan="4">RfS No. SECI/C&P/RPD/RTC-I/RfS/400MW/102019 dated: 18.10.2019</td></tr>
<tr><td>Sr. No.</td><td>Clause No.</td><td>Existing Clause</td><td>Amended Clause</td></tr>
<tr><td colspan="4">Amendments in the RfS document</td></tr>
<tr><td>1.</td><td>General</td><td colspan="2"><u>The amount of Performance Bank Guarantee (PBG) occurring anywhere in the RfS, PPA and PSA documents is hereby modified from Rs. 40,00,000/MW to Rs. 20,00,000/MW.</u></td></tr>
<tr><td>2.</td><td>Section I, Cl. 1.38 “POWER PROJECT” or “RE POWER PROJECT” or “PROJECT”</td><td>…….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.</td><td>…….It may be noted that the sources of generation, may be co-located, or may be located at different locations, to be considered a single Project. However, ESS, if any, shall mandatorily be co-located with at least one of the sources of generation in the Project.

(The relevant clauses pertaining to definition of Project and location of project components, and ESS, if any, in the RfS, PPA and PSA shall be read in line with above modifications)</td></tr>
<tr><td>3.</td><td>Section III, Cl. 8.3</td><td colspan="2">Modified as follows:

<u>SHORTFALL IN GENERATION</u>

During the Term of the Project, subsequent to commissioning of full capacity of the Project or the finally accepted Project capacity (as applicable), if for any year, it is found that the RPD has not been able to generate minimum energy corresponding to the lower limit of energy corresponding to 80% CUF, such shortfall in performance shall make the RPD liable to pay the compensation provided in the PSA as payable to Buying Entities and the RPD shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. For the first year of operation, the above limits shall be considered on pro-rata basis. The shortfall in generation shall be calculated as follows:
a) <u>In case of shortfall in generation below energy corresponding to 80% CUF and upto (and including) 77.5% CUF:</u> The amount of compensation shall be calculated at twice the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.
b) <u>In case of shortfall in generation below energy corresponding to 77.5% CUF:</u> In addition to the compensation calculated at twice the PPA tariff for the shortfall below the energy corresponding to 80% CUF, tariff escalation for the immediately succeeding</td></tr>
</table>

Contract Year shall be removed from the Applicable Tariff for the corresponding Contract Year. The same non-escalation of tariff will continue in case the above shortfall is recorded in the immediately succeeding Contract Year, and tariff escalation will be restored only upon achieving the minimum energy requirements as above. The non-escalation of Applicable Tariff shall be effective during (and including) the 2^{nd} to 14^{th} Contract Years of the PPA, and for the remaining years, compensation calculated at twice the PPA tariff for the shortfall below the energy corresponding to 80% CUF, shall be levied on the RPD.

Illustration:

Assuming,

- Project size: 100 MW
- Applicable Tariff for the 1^{st} Contract Year: 3.5/kWh
- Contracted Energy to be supplied in a Contract Year: 8,76,600 MWh
- Minimum energy to be supplied in a Contract Year: 7,01,280 MWh

(i) As per a) above,

Energy supplied in 5^{th} Contract Year (corresponding to 77.5% CUF): 6,79,365 MWh

Compensation to be levied as per PPA= (2 x Rs. 3.94/kWh) x (701280-679365 MWh)
= Rs. 17,26,90,200.

(ii)As per b) above,

Energy supplied in 5th Contract Year (corresponding to 70% CUF): 6,13,620 MWh

Compensation to be levied as per PPA= (2 x Rs. 3.94/kWh) x (701280-613320 MWh)
= Rs. 69,31,24,800.

Additionally, Applicable Tariffs shall be as follows:

Applicable Tariff in the 5^{th} Contract Year: Rs. 3.94/kWh

Applicable Tariff in the 6^{th} Contract Year: Rs. 3.94/kWh (instead of Rs. 4.06/kWh)

Applicable Tariff in the 7^{th} Contract Year: Rs. 4.06/kWh (instead of Rs. 4.18/kWh, in case the minimum energy requirement is achieved in the 6^{th} Contract Year)

In case the above minimum energy requirement is not achieved in the 6^{th} Contract Year, the Applicable Tariff for the 7^{th} Contract Year will remain 3.94/kWh, and continue so on without escalation, until the minimum energy requirement is achieved in any particular Contract Year.

Shortfall in generation and associated compensation to be levied on the RPD shall be calculated as per the actual generation data from the Project, and methodology for the same will be provided during the project implementation period.

The lower limit will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the RPD. The amount of compensation shall be

		calculated at the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of power by RPD. Such compensation as recovered from the RPD shall be passed on by SECI to the Buying Entity, after deducting losses of SECI. The RPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the RPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI/Buying Utility. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI in each case specified under this Agreement. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with SECI, affecting supply of power by the RPD.	
4.	Section III, Cl. 8.4	For the "Round the Clock" Project, excess generation available from the Project after meeting the requirements as per the PPA, will be allowed to be sold by the RPD in the open market.	For the "Round the Clock" Project, excess generation available from the Project after meeting the requirements as per the PPA, will be allowed to be sold by the RPD in the open market. It may be noted that at any instance of energy generation from the Project, priority shall be accorded to meet the energy requirements as per PPA, before selling any quantum of energy in the open market.
Amendments in the PPA document			
1.	1.1 "Power Project" or "Project"	……….It may be noted that the sources of generation and ESS, if any, shall need to be co-located, to be considered a single Project;	…….It may be noted that the sources of generation, may be co-located, or may be located at different locations, to be considered a single Project. **However, ESS, if any, shall mandatorily be co-located with at least one of the sources of generation in the Project**.
2.	4.4.1	**Modified as follows:** Subsequent to commissioning/part-commissioning of the Project, SECI, in any Contract Year except for the first year of operation, shall not be obliged to purchase any additional energy from the HPD beyond ……….. Million kWh (MU) [Insert value of energy corresponding to 100% CUF for the Project]. During the Term of the Project, if for any year, it is found that the RPD has not been able to generate minimum energy corresponding to the lower limit of energy corresponding to 80% CUF, such shortfall in performance shall make the RPD liable to pay the compensation	

provided in the PSA as payable to Buying Entities and the RPD shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. For the first year of operation, the above limits shall be considered on pro-rata basis. The shortfall in generation shall be calculated as follows:

a) In case of shortfall in generation below energy corresponding to 80% CUF and upto (and including) 77.5% CUF: The amount of compensation shall be calculated at twice the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.
b) In case of shortfall in generation below energy corresponding to 77.5% CUF: In addition to the compensation calculated at twice the PPA tariff for the shortfall below the energy corresponding to 80% CUF, tariff escalation for the immediately succeeding Contract Year shall be removed from the Applicable Tariff for the corresponding Contract Year. The same non-escalation of tariff will continue in case the above shortfall is recorded in the immediately succeeding Contract Year, and tariff escalation will be restored only upon achieving the minimum energy requirements as above. The non-escalation of Applicable Tariff shall be effective during (and including) the 2^{nd} to 14^{th} Contract Years of the PPA, and for the remaining years, compensation calculated at twice the PPA tariff for the shortfall below the energy corresponding to 80% CUF, shall be levied on the RPD.

Illustration:

Assuming,

- Project size: 100 MW
- Applicable Tariff for the 1^{st} Contract Year: 3.5/kWh
- Contracted Energy to be supplied in a Contract Year: 8,76,600 MWh
- Minimum energy to be supplied in a Contract Year: 7,01,280 MWh

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Energy supplied in 5^{th} Contract Year (corresponding to 77.5% CUF): 6,79,365 MWh

Compensation to be levied as per PPA= (2 x Rs. 3.94/kWh) x (701280-679365 MWh)
= Rs. 17,26,90,200.

(ii) As per b) above,

Energy supplied in 5th Contract Year (corresponding to 70% CUF): 6,13,620 MWh

Compensation to be levied as per PPA= (2 x Rs. 3.94/kWh) x (701280-613320 MWh)
= Rs. 69,31,24,800.

Additionally, Applicable Tariffs shall be as follows:

Applicable Tariff in the 5^{th} Contract Year: Rs. 3.94/kWh

Applicable Tariff in the 6^{th} Contract Year: Rs. 3.94/kWh (instead of Rs. 4.06/kWh)

Applicable Tariff in the 7^{th} Contract Year: Rs. 4.06/kWh (instead of Rs. 4.18/kWh, in case the minimum energy requirement is achieved in the 6^{th} Contract Year)

		In case the above minimum energy requirement is not achieved in the 6th Contract Year, the Applicable Tariff for the 7th Contract Year will remain 3.94/kWh, and continue so on without escalation, until the minimum energy requirement is achieved in any particular Contract Year. Shortfall in generation and associated compensation to be levied on the RPD shall be calculated as per the actual generation data from the Project, and methodology for the same will be provided during the project implementation period. The lower limit will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the RPD. The amount of compensation shall be calculated at the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of power by RPD. Such compensation as recovered from the RPD shall be passed on by SECI to the Buying Entity, after deducting losses of SECI. The RPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the RPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI/Buying Utility. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI in each case specified under this Agreement.	
3.	9.1	Subsequent to commissioning of the first part capacity of the Project, for the first Contract Year, the RPD shall be entitled to receive the Tariff of Rs. ………/kWh [insert the tariff discovered through the bidding process conducted by SECI], which shall be escalated @ 3% per annum (rounded off to two decimal points) upto the end of 15th Contract Year, and shall subsequently be fixed thereafter, for the remaining Term of the PPA; for the energy supplied from the Project…..	Subsequent to commissioning of the first part capacity of the Project, for the first Contract Year, the RPD shall be entitled to receive the Tariff of Rs. ………/kWh [insert the tariff discovered through the bidding process conducted by SECI], and subject to Article 4.4.1, the same shall be escalated @ 3% per annum (rounded off to two decimal points) upto the end of 15th Contract Year, and shall subsequently be fixed thereafter, for the remaining Term of the PPA; for the energy supplied from the Project…..
4.	9.2	For the "Round the Clock" Project, excess generation available from the Project after meeting the hourly requirements as per the PPA, will be allowed to be sold by the RPD in the open market through separate connectivity.	For the "Round the Clock" Project, excess generation available from the Project after meeting the hourly requirements as per the PPA, will be allowed to be sold by the RPD in the open market through separate connectivity. It may be noted that at any instance of energy generation from the

			Project, priority shall be accorded to meet the energy requirements as per PPA, before selling any quantum of energy in the open market.
5.	10.1.2	From the commencement of supply of power, SECI shall pay to the RPD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by SECI shall be in Indian Rupees.	From the commencement of supply of power, SECI shall pay to the RPD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Articles 4 & 6, in accordance with Article 9. All Tariff Payments by SECI shall be in Indian Rupees.
Amendments in the PSA document			
1.	5.1.1	Subsequent to commissioning of the first part capacity of the Project, and subject to the provision of the Article 6.7, for the first Contract Year, the RPD shall be entitled to receive the Tariff of Rs. ………/kWh [insert the tariff discovered through the bidding process conducted by SECI], fixed up to commissioning of the cumulative awarded capacity/accepted cumulative capacity by SECI under the RfS, which shall be escalated @ 3% per annum (rounded off to two decimal points) upto the end of 15th Contract Year, and shall subsequently be fixed thereafter, for the remaining Term of the PPA;…..	Subsequent to commissioning of the first part capacity of the Project, and subject to the provision of the Article 6.7, for the first Contract Year, the RPD shall be entitled to receive the Tariff of Rs. ………/kWh [insert the tariff discovered through the bidding process conducted by SECI], fixed up to commissioning of the cumulative awarded capacity/accepted cumulative capacity by SECI under the RfS, and subject to Article 6.8.3.b, the same shall be escalated @ 3% per annum (rounded off to two decimal points) upto the end of 15th Contract Year, and shall subsequently be fixed thereafter, for the remaining Term of the PPA;…..
2.	6.8.3.b.	**Modified as follows:** During the Term of the Project, subsequent to commissioning/Part commissioning of the Project, if for any year, it is found that the RPD has not been able to generate minimum energy corresponding to the lower limit of energy corresponding to 80% CUF, such shortfall in performance shall make the RPD liable to pay the compensation provided in the PSA as payable to Buying Entities and the RPD shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. For the first year of operation, the above limits shall be considered on pro-rata basis. The shortfall in generation shall be calculated as follows: a) <u>In case of shortfall in generation below energy corresponding to 80% CUF and upto (and including) 77.5% CUF:</u> The amount of compensation shall be calculated at twice the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. b) <u>In case of shortfall in generation below energy corresponding to 77.5% CUF:</u> In addition to the compensation calculated at twice the PPA tariff for the shortfall below		

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<tr><td>3.</td><td>6.8.4</td><td>Notwithstanding Article 6.8.3, the RPD is free to sell such power to any third party which is in excess of the quantum of power as per Article 6.8.3 of this Agreement from SCD or date of commissioning of the full project</td><td>Notwithstanding Article 6.8.3, the RPD is free to sell such power to any third party which is in excess of the quantum of power as per Article 6.8.3 of this Agreement from SCD or date of commissioning of the full project</td></tr>
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		capacity, whichever is earlier. Any power which is in excess of the quantum of power agreed to be supplied under this Agreement may be sold in the open market by the RPD.	capacity, whichever is earlier. Any power which is in excess of the quantum of power agreed to be supplied under this Agreement may be sold in the open market by the RPD. At any instance of energy generation from the Project, priority shall be accorded to meet the energy requirements as per PSA, before selling any quantum of energy in the open market.