

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

Ref No. SECI/C&P/RPD/RTC-II/032020/Amendment-02

dated 08.09.2020

Amendment-02 to RfS for Selection of RE Power Developers for Supply of 5000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from Coal based Thermal Power Projects in India under Tariff-based Competitive Bidding (RTC-II)

RfS No. SECI/C&P/RPD/RTC-II/RfS/5000MW/032020 dated: 17.03.2020

Sr. No.	Clause No.	Existing Clause	Amended Clause
Amendments in the RfS and PPA documents			
1.	General	RTC Configuration to be indicated in Format 7.1 of the RfS and Article 1.1 of the PPA shall be as per following: Solar PV component: ____MW (AC) & ____MWp (DC) (DC/AC Ratio:____) Wind power component: ____MW ESS component: ____MW/MWh Thermal Power component: ____MW	
Amendments in the RfS document			
1.	Section I Cl. 40 “PROJECT”	... 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. However, ESS, if any, shall mandatorily be co-located with at least one of the RE sources of generation in the Project;	... 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. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power, and that the RE Components, Thermal Power Component and the ESS, if any, shall be located within the same RLDC region. In case of power being injected from the ESS at a location different than that of the RE components, applicable transmission charges and losses for transmission of power from such ESS, if any, will be borne by the RPD;
2.	Section II Cl. 10	... The RPD can combine storage for ensuring that it achieves the required minimum annual availability of 85%. However, annually minimum 51% of energy shall be offered from renewable energy sources. This 51% shall also	... The RPD can combine storage for ensuring that it achieves the required minimum annual availability of 85% and minimum 85% annual availability during the Peak Hours. However, annually minimum 51% of energy shall be offered

		include offer from the storage system, provided RE sources were used to store energy in the storage system.	from renewable energy sources. This 51% shall also include offer from the storage system, provided RE sources were used to store energy in the storage system.
3.	Section III Cl. 3.3.h	The RTC configuration will be submitted by the bidder at the time of bid submission, and can be changed within 30 days of issuance of LoA. Subsequently, rated capacities of the RE components cannot be decreased during the Term of the PPA. In case the rated capacities of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD.	The RTC configuration will be submitted by the bidder at the time of bid submission, and can be changed within 30 days of issuance of LoA. Subsequently, the rated capacity of Thermal component cannot be changed and the rated capacities of the RE components cannot be decreased during the Term of the PPA. In case the rated capacities of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD.
4.	Section III Cl. 7.13	It is however, clarified that ISTS charges and losses corresponding to the energy injected from the Thermal Power component of the Project, shall be borne by the Buying Entity, beyond the Delivery Point(s) and upto the drawl point(s). Further.....	It is however, clarified that ISTS charges and losses for the Thermal Power component of the Project, shall be borne by the Buying Entity, beyond the Delivery Point(s) and upto the drawl point(s). Further.....
5.	Section III Cl. 8.2.1	Subsequent to commissioning of the Project, if for any Contract Year, in case the Project Availability is less than 85% on an annual basis, or during the Peak Hours, ...	Subsequent to commissioning of the Project, if for any Contract Year, in case the Project Availability is less than 85% on an annual basis, or during the Peak Hours on an annual basis, ...
6.	Section III Cl. 8.2A.	New Clause	For the first Contract Year subsequent to COD of first part capacity under the PPA, the above performance criteria will be required to be met on a pro-rata basis.
7.	Section III Cl. 8.2.3	In a particular Contract Year, in case of shortfall in annual Availability below 85% and annual shortfall in offering RE power below 51% of the total power offered, the maximum of two damages shall be applicable, but not both.	In a particular Contract Year, in case of shortfall in annual Availability below 85%, shortfall in annual Peak availability of 85% and annual shortfall in offering RE power below 51% of the total power offered, the maximum of the three damages shall be applicable.

8.	Section III Cl. 8.3	<p>.....</p> <p>The RPD may also sell the power which was offered to SECI/Buying Utility (within the Contracted Capacity) but not scheduled by SECI/Buying Utility, to any third party or power exchange without requiring NOC from SECI/Buying Entity on day-ahead basis.</p>	<p>.....</p> <p>The RPD may also sell the power which was offered to SECI/Buying Utility (within the Contracted Capacity) but not scheduled by SECI/Buying Utility, to any third party or power exchange without requiring NOC from SECI/Buying Entity on day-ahead basis/as per applicable regulations.</p>
9.	Section III Cl. 14.1	<p>... The PPA shall be signed within 90 (Ninety) days from the date of issue of LoA (for e.g. If the LoA is dated 20.03.2020, then the last date of signing of PPA shall be 18.06.2020). ...</p> <p>... Subsequently, rated capacities of the RE components cannot be decreased during the Term of the PPA. In case the rated capacities of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD.</p> <p>The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date or from the date of commissioning of full Project capacity, whichever is earlier.</p>	<p>... The PPA shall be signed within 07 days after signing of last PSA by SECI. ...</p> <p>... Subsequently, the rated capacity of Thermal component cannot be changed and the rated capacities of the RE components cannot be decreased during the Term of the PPA. Further, in case of change in the rated capacities of the RE components, the DC/AC ratio shall be maintained identical to the ratio as declared in Format 7.1 of the RfS.</p> <p>In case the rated capacities of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD.</p> <p>The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date.</p>
10.	Section III Cl. 16.a	<p>... Further, in case of Part Commissioning, rated capacities of the RE and thermal components shall be required to be commissioned in the same ratio of the RTC configuration for the entire Contracted Capacity as per the PPA.</p>	<p>... Further, in case of Part Commissioning, minimum rated capacities of the RE and thermal components to be commissioned shall maintain the ratio of the RTC configuration for the entire Contracted Capacity as per the PPA.</p>
11.	Section V Cl. 4.v.d.	<p>.....Further, conditional matching of the L1 tariff shall not be accepted, and in such case, the Bidder will be deemed to have</p>	<p>.....Further, conditional matching of the L1 tariff shall not be accepted, except for the case as detailed in Sl. e. below, and in</p>

		refused the offer to match the L1 tariff.....	such case, the Bidder will be deemed to have refused the offer to match the L1 tariff.....
12.	Section V Cl. 4.v.e.During the L1 Matching round, in case a Bidder matches the L1 Tariff and is allocated a partial capacity as a result, it shall be mandatory for such Bidder to accept such partial capacity, even if such capacity being offered is lower than 50% of the total capacity quoted by the Bidder, subject to such partial capacity being more than or equal to 250 MW.....During the L1 Matching round, while matching the L1 tariff, a Bidder may choose to reduce its originally quoted capacity, as a condition to match the L1 tariff. However, such modified capacity being offered by that Bidder, will not be less than 250 MW. The capacity once modified by such Bidder, will not be allowed to be modified subsequently, after L1 matching_
13.	Format 7.5, Sl. 6.	New Clause (to be inserted between Sl. Nos. 5 and 6 of the Format. Subsequent Sl. Nos. to be renumbered appropriately.	(Applicable only in case the Thermal Power supplier is a Consortium Member) Whereas _____[Insert name of the Thermal Power supplier] undertakes to supply _____MW of Thermal Capacity, i.e. “spare capacity” as per the RfS, from _____[Insert location of the Thermal Project & nature of coal imported/ domestic] as per provisions of the RfS Documents read along with PPA.

Amendments in the PPA document

1.	1.1 “Availability ”	Availability of the Contract Capacity to its full capacity shall, ...	Availability of the Contract Capacity to its full capacity shall, ...
2.	1.1 “Declared Capacity” or “Offered Capacity” or “Offered Power”	shall mean the schedule (in MW) punched-in by the developer at the respective RLDC interface for any time-block of the day as defined in the Grid Code.	shall mean the schedule (in MW) as declared by the developer at the Delivery Point (ISTS Substation) for any time-block of the day as defined in the Grid Code.
3.	1.1 “Expiry Date”	Shall mean the date occurring twenty-five (25) years from the Scheduled Commercial Operation Date or COD whichever is later, unless extended by the Parties as per this Agreement;	Shall mean the date occurring twenty-five (25) years from the Scheduled Commercial Operation Date, unless extended by the Parties as per this Agreement;

4.	1.1 “Indian Governmental Instrumentality” [Insert the name(s) of the state(s) in India, where the Power Project, SECI and RPD are located]... [Insert the name(s) of the state(s) in India, where the Power Project, Thermal Power Project, SECI and RPD are located]...
5.	1.1 “RE Project” or “Project” or “Project Capacity”	... It may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations but within the same RLDC region, to be considered a single Project. However, ESS, if any, shall mandatorily be co-located and charged with at least one of the RE sources of generation in the Project. It may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations but within the same RLDC region, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power, and that the RE Components, Thermal Power Component and the ESS, if any, shall be located within the same RLDC region. In case of power being injected from the ESS at a location different than that of the RE components, applicable transmission charges and losses for transmission of power from such ESS, if any, will be borne by the RPD; ...
6.	3.2.4	Addendum to the Clause	Further, any delay in adoption of tariff by the Appropriate Commission, beyond the timelines as indicated in Article 2.1.5, shall entail a corresponding extension in the deadline as stipulated in Article 2.1.5.
7.	4.2.6	... It is however, clarified that ISTS charges and losses corresponding to the energy injected from the Thermal Power Component, beyond the Delivery Point(s) and upto the drawl point(s), shall be borne by the Buying Utility.	... It is however, clarified that ISTS charges and losses for the Thermal Power Component, beyond the Delivery Point(s) and upto the drawl point(s), shall be borne by the Buying Utility.
8.	4.4.1	Addendum to the clause	For the first Contract Year after COD of first part capacity under the PPA, the above performance criteria will be required to be met on a pro-rata basis.
9.	4.4.2 SECI may however agree to buy such power at a tariff as agreed to between SECI and the Buying Entity (including SECI may however agree to buy such power at a tariff as agreed to between SECI and the Buying Entity (including

		SECI's trading margin), provided the Buying Utility consents for purchase of such power.	SECI's trading margin) as per the PSA, provided the Buying Utility consents for purchase of such power.									
10.	4.10	The term "Composite Tariff" in this Article will be read as "Applicable Tariff".										
11.	6.1.1	At the commencement of each Contract Year, the RPD shall declare changes in the rated capacity of the Thermal Power Component tied up under this Agreement. Pursuant to this, the RPD shall be ...	The RPD shall be ...									
12.	6.1.4	Auxiliary power consumption will be treated as per the concerned State regulations.	Auxiliary power consumption will be treated as per the concerned Central/State regulations.									
13.	9.125% of the aforementioned Composite Tariff shall be indexed and adjusted with the index of Domestic Coal or the Imported Coal, as applicable, as per the notification issued by the Central Electricity Regulatory Commission in this regard and accordingly, the adjusted Composite tariff shall be the Applicable Tariff for such period. Subject to....From commencement of the 2 nd Contract Year after the COD of the first Part of the Contract Capacity, upto 25% of the aforementioned Composite Tariff shall be indexed and adjusted with the index of Domestic Coal or the Imported Coal, as applicable, as per the notification issued by the Central Electricity Regulatory Commission in this regard and accordingly, the adjusted Composite tariff shall be the Applicable Tariff for such period. Indexation will be applicable based on the provisions of Article 9.2. It is clarified that the above indexation will not be applicable during the 1 st Contract Year after COD of the first Part of the Contract Capacity. Subject to....									
14.	9.2	<p>Modified as follows:</p> <p>With respect to indexation of the Composite tariff, in case the RPD does not supply any thermal power during any particular billing month, no indexation will be provided in the Composite tariff for that particular month.</p> <p>Further, indexation will be graded based on the ratio of thermal power supplied by the RPD in the total power supplied in a particular billing month, as follows:</p> <table><tr><th>'x' % of thermal power supplied in the total power supplied in a month</th><th>% of indexation applicable</th><th>Net indexation to be levied (as a % of composite tariff)</th></tr><tr><td>x > 40%</td><td>100%</td><td>25%</td></tr><tr><td>30% < x ≤ 40%</td><td>80%</td><td>20%</td></tr></table>		'x' % of thermal power supplied in the total power supplied in a month	% of indexation applicable	Net indexation to be levied (as a % of composite tariff)	x > 40%	100%	25%	30% < x ≤ 40%	80%	20%
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		<table><tr><td>20% < x ≤ 30%</td><td>60%</td><td>15%</td></tr><tr><td>10% < x ≤ 20%</td><td>40%</td><td>10%</td></tr><tr><td>0% < x ≤ 10%</td><td>20%</td><td>5%</td></tr><tr><td>x= 0%</td><td>0%</td><td>0%</td></tr></table>	20% < x ≤ 30%	60%	15%	10% < x ≤ 20%	40%	10%	0% < x ≤ 10%	20%	5%	x= 0%	0%	0%	
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x= 0%	0%	0%													
		An illustration to this effect is provided as per Schedule-5 to this Agreement.													
15.	10.7.1 (iii)	Transmission charges and losses, wheeling charges, RLDC/SLDC/Scheduling charges, SOC, MOC, maintenance, etc. and any other charges from the Delivery Point upto the drawl point for the transmission of power being delivered from the power project including Thermal Power Component, or	Transmission charges and losses, wheeling charges, RLDC/SLDC/Scheduling charges, SOC, MOC, maintenance, etc. and any other charges from the Delivery Point upto the drawl point for the Project including Thermal Power Component, or												
16.	10.7.2	SECI shall remit all amounts due under a Supplementary Bill raised by the RPD to the RPD 's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable).....	SECI shall remit all amounts due under a Supplementary Bill raised by the RPD to the RPD 's Designated Account by the Due Date, except RLDC or scheduling charges and transmission charges (if applicable).....												
17.	12.1.1	In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events enforced by the Government of India, after [Insert last date of bid submission], which have a direct effect on the Project (and TPower Component), including.....	In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events enforced by the Government of India and respective State Government(s), after [Insert last date of bid submission], which have a direct effect on the Project (and Thermal Power Component), including....												
18.	12.2.3 shall be liable for corresponding increase/decrease of an amount equal to Rs 0.0036 /kWh. In regard to.... shall be liable for corresponding increase/decrease of an amount equal to Rs 0.0036 /kWh. The above payment shall be billed separately, along with energy billing. In regard to....												
19.	Schedules	1. SCHEDULE 5: POWER SALE AGREEMENT(S) shall be renamed as SCHEDULE 6: POWER SALE AGREEMENT(S) 2. SCHEDULE 6: AGREEMENT BETWEEN RPD AND THERMAL GENERATOR shall be read as SCHEDULE 7: AGREEMENT BETWEEN RPD AND THERMAL GENERATOR <i>(The above Schedules will be renumbered accordingly in the PPA document)</i>													

20.	New Clause	SCHEDULE 5: ILLUSTRATION (Please refer Articles 9.1 and 9.2)																																																											
		<table><tr><td>Tariff discovered after e-RA</td><td colspan="2">INR/kWh</td><td>3</td></tr><tr><td>Annual Escalation for first Contract Year of the COD of the First Part of the Contract Capacity</td><td colspan="2">%</td><td>0</td></tr><tr><td colspan="4">Tariff indexation (Escalation) assumptions</td></tr><tr><td>Subsequent Contract Year</td><td colspan="2">%</td><td>As per CERC Notification</td></tr><tr><td>Notified Annual Escalation for Coal</td><td colspan="2">%</td><td>4.0%</td></tr><tr><td>Derived Monthly applicable Escalation</td><td colspan="2">%</td><td>0.33%</td></tr><tr><td colspan="4">Applicable Tariff</td></tr><tr><td>Billing period</td><td>Unit</td><td>% of thermal power supplied within total power supplied for the month</td><td>Applicable Tariff for billing (rounded off to 4 digits after decimal)</td></tr><tr><td>1st Contract Year of the COD of the First Part of the Contract Capacity</td><td>INR/kWh</td><td></td><td>3.00</td></tr><tr><td>1st Month of 2nd Contract Year subsequent to COD of the First Part of the Contract Capacity</td><td>INR/kWh</td><td>45%</td><td>3.0025</td></tr><tr><td>Tariff- 2nd Month of 2nd Contract Year subsequent to COD of the First Part of the Contract Capacity</td><td>INR/kWh</td><td>20%</td><td>3.0034</td></tr><tr><td>Tariff- 3rd Month of 2nd Contract Year subsequent to COD of the First Part of the Contract Capacity</td><td>INR/kWh</td><td>0%</td><td>3.00</td></tr><tr><td>Tariff- 4th Month of 2nd Contract Year subsequent to COD of the First Part of the Contract Capacity</td><td>INR/kWh</td><td>0.1%</td><td>3.0039</td></tr><tr><td colspan="4">Accordingly, tariff will be calculated for the subsequent months.</td></tr></table>				Tariff discovered after e-RA	INR/kWh		3	Annual Escalation for first Contract Year of the COD of the First Part of the Contract Capacity	%		0	Tariff indexation (Escalation) assumptions				Subsequent Contract Year	%		As per CERC Notification	Notified Annual Escalation for Coal	%		4.0%	Derived Monthly applicable Escalation	%		0.33%	Applicable Tariff				Billing period	Unit	% of thermal power supplied within total power supplied for the month	Applicable Tariff for billing (rounded off to 4 digits after decimal)	1st Contract Year of the COD of the First Part of the Contract Capacity	INR/kWh		3.00	1st Month of 2nd Contract Year subsequent to COD of the First Part of the Contract Capacity	INR/kWh	45%	3.0025	Tariff- 2nd Month of 2nd Contract Year subsequent to COD of the First Part of the Contract Capacity	INR/kWh	20%	3.0034	Tariff- 3rd Month of 2nd Contract Year subsequent to COD of the First Part of the Contract Capacity	INR/kWh	0%	3.00	Tariff- 4th Month of 2nd Contract Year subsequent to COD of the First Part of the Contract Capacity	INR/kWh	0.1%	3.0039	Accordingly, tariff will be calculated for the subsequent months.			
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1.	Recital II	<p>Modified as follows:</p> <p>The Buying Utility shall, upon signing of this Agreement, apply to the State Electricity Regulatory Commission within the jurisdiction of which the Buying Utility is operating as a licensee for approval of the power procurement in terms of Rule 8 of the Electricity Rules 2005.</p> <p>Notwithstanding the Effective Date, the Condition Precedent for the enforcement of the obligations of either party against the other under this Agreement shall be the due adoption of the Tariff by the Central Electricity Regulatory Commission on the application/Petition filed for the said purpose. The parties acknowledge and agree</p>																																																											

		<p>that the Scheduled Commercial Operation Date for the RE Project has been agreed to in this agreement based on each of the Conditions Precedent contained above being duly accomplished not later than 60 days of submission of such petition by SECI/RPD or within 120 days from the date of signing of PSA, whichever is more. In the event of delay beyond the deadline as above, of such fulfillment of Conditions Precedent, there shall be corresponding extension of Scheduled Commercial Operation date and extension of time for satisfaction of Conditions Subsequent, if the RPD has not started any work at site. Except for the above extensions of time there shall be no other financial implications on the composite tariff applicable under this Agreement on account of such delay or extension in time.</p> <p>The parties further acknowledge and accept that in case any of the Conditions Precedent remains to be fulfilled even after one (1) year from the Effective Date, unless the parties mutually agree otherwise, this Agreement shall stand terminated for all intent and purposes for non-satisfaction of Conditions Precedent with no obligation of any of the Parties to the other including to the Thermal Generator.</p>
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