

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

SECI/C&P/WPD/RfS/T2/Amendment-01

dated 06.07.2017

Amendment to the RfS and PPA for 1000 MW ISTS Connected Wind Power Projects (Tranche-II)			
RfS No. SECI/C&P/WPD/1000MW/T2/RfS/052017 dated 31.05.2017			
Sr. No.	Clause No.	Existing Clause	Amended Clause
Amendments in the RfS document			
1.	Bid Information Sheet	Cost of RfS Document (nonrefundable): Amended	Cost of RfS Document (nonrefundable): <u>Rs. 29500/- inclusive of GST</u> (to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi)
2.	Bid Information Sheet	Processing Fee (nonrefundable): Amended	Processing Fee (nonrefundable): <u>Rs. 3 lakhs + 9% SGST + 9% CGST</u> to be submitted in the form of DD/Pay Order along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi.
3.	3.5.1	Any consortium, if selected as successful bidder for the purpose of supply of power to SECI, shall incorporate a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project. In case applications for multiple Projects have been made by a Consortium, separate project Companies can be formed for each Project.	Any consortium, if selected as successful bidder for the purpose of supply of power to SECI, shall incorporate a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (holding not less than 26% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project.

4.	3.5.3 A. Technical Eligibility Criteria	<p>(i) Owner of wind power projects, having ownership of a wind power project having a minimum capacity of 25 MW at one location or having ownership of wind turbine generators of cumulative capacity of 25 MW, continuously for not less than one year as on original date of bid opening. The bidder shall submit proof of ownership / power purchase agreements, Joint meter Readings / State Energy Accounts along with commissioning certificate(s) in this regard; “OR”</p> <p>(ii) “Engineering, Procurement & Construction (EPC)” Contractor of wind power projects having supplied, erected and commissioned a wind power project of minimum capacity of 25 MW at one location as on original date of bid opening. The bidder shall submit EPC agreements and commissioning certificates for the corresponding projects in this regard; “OR”</p> <p>(iii) The developers of Wind Power Projects, a. Who have installed a wind power projects of minimum capacity of 25 MW at one location as on original date of bid opening; “OR”</p> <p>b. Who have completed the financial closure of at least 50 MW wind power projects and project is under execution as on original date of bid opening.</p> <p>The bidder shall submit the commissioning certificate and/or proof of achieving financial closure along with certifications of financing agencies for the projects, if applicable, in this regard.</p>	<p>(i) Owner of wind power projects, having ownership of a wind power project having a minimum capacity of 25 MW at one location continuously for not less than one year as on original date of bid opening. The bidder shall submit proof of ownership / power purchase agreements, Joint meter Readings / State Energy Accounts along with commissioning certificate(s) in this regard; “OR”</p> <p>(ii) “Engineering, Procurement & Construction (EPC)” Contractor of wind power projects having commissioned a wind power project of minimum capacity of 25 MW at one location as on original date of bid opening. The bidder shall submit EPC agreements and commissioning certificates for the corresponding projects in this regard; “OR”</p> <p>(iii) The developers of Wind Power Projects, a. Who have installed a wind power projects of minimum capacity of 25 MW at one location as on original date of bid opening; “OR”</p> <p>b. Who have completed the financial closure of at least 50 MW wind power projects and project is under execution as on original date of bid opening.</p> <p>The Bidder shall submit the commissioning certificate and/or proof of achieving financial closure along with certifications of financing agencies for the projects, if applicable, in this regard.</p>
5.	3.5.4	For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose	For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%)

		accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.	equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.
6.	3.5.7	The Bidder may seek qualification on the basis of financial and/or technical capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the qualification requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s).	The Bidder may seek qualification on the basis of financial and/or technical capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the qualification requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of technical and/or financial capability of its Parent Company and / or its Affiliate(s).
7.	3.11 (vi)	The WPDs are required to sign PPA with SECI within 06 months after the date of issue of LoA. Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and SECI. In case.....	The WPDs are required to sign PPA with SECI within 06 months after the date of issue of LoA. Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the SPD. In case.....
8.	3.13	New Clause	(iv) Non submission of Success Charges as per Clause 3.12.
9.	Format 6.5 We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power. We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 26% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.
10.	Format 6.9	Clause 2.0 Evidence of Connectivity with ISTS through Transmission Service Agreement.	Clause 2.0 Evidence of Connectivity with ISTS through Connectivity/Transmission Agreement.
Amendments in the PPA document			
11.	Recital D	The WPD is engaged in the business of generation of power and is desirous of setting up aMW ([.] MW) Wind power project located at [.]in(Insert	The WPD is engaged in the business of generation of power and is desirous of setting up aMW ([.] MW) Wind power project located at [.]in(Insert Village, Tehsil, District) in

		Village, Tehsil, District) in the state of..... (Hereinafter referred to as the "Project"). The Project is expected to be commissioned on(hereinafter referred to as "Date of Commissioning") and commence its commercial operation by [.....] (hereinafter referred to as " COD ").	the state of..... (Hereinafter referred to as the "Project"). The Project is expected to be commissioned on(hereinafter referred to as "Date of Commissioning") and commence its commercial operation by [.....] (hereinafter referred to as " Scheduled Commercial Operation Date (SCOD) ").
12.	Recital F	SECI has agreed to purchase such Solar Power from SPD as an intermediary Seller and sell it to Buying Utilities back to back basis as per the provisions of Above stated scheme, accordingly SECI has agreed to sign a Power Sale Agreement with the Buying Entity(ies) to sell such power as per the provisions of the above said scheme..	SECI has agreed to purchase such Wind Power from WPD as an intermediary Seller and sell it to Buying Utilities back to back basis as per the provisions of the above stated scheme. Accordingly SECI has agreed to sign a Power Sale Agreement with the Buying Entity(ies) to sell such power as per the provisions of the above said scheme.
13.	Definitions	"Power Project" or "Project" shall mean shall mean the Wind power generation facility of Installed Capacity of[Insert capacity] MW, located at [Insert name of the place] in [Insert name of the District and State] 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 a separate boundary, control systems and metering;	"Power Project" or "Project" shall mean shall mean the Wind power generation facility of Installed Capacity of[Insert capacity] MW, located at [Insert name of the place] in [Insert name of the District and State] 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 a separate control systems and metering;
14.	Article 3.4.1	Subject to Article 3.3, SECI shall return / release the Performance Bank Guarantee immediately after the successful Commissioning of the Project after taking into account any liquidated damages / penalties due to delays in commissioning as per provisions stipulated in this Agreement. and subsequent to	Subject to Article 3.3, SECI shall return / release the Performance Bank Guarantee immediately after the successful Commissioning of the Project after taking into account any liquidated damages / penalties due to delays in commissioning as per provisions stipulated in this Agreement.
15.	Article 5.2.3	This Agreement will be operationalized only after successful Commissioning of the Project as certified/accepted by SECI.	Not Used.
16.	Article 8.2.1	Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall	In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance

		<p>be first applied to reinstatement, replacement or renewal of such loss or damage.</p>	<p>claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.</p> <p>In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be applied as per such Financing Agreements.</p>
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