

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

SECI/C&P/WPD/RfS/T4/Amendment-01

dated 06.03.2018

Amendment to the RfS for 2000 MW ISTS Connected Wind Power Projects (Tranche-IV)			
RfS No. SECI/C&P/WPD/2000MW/T4/RfS/022018 dated 05.02.2018			
Sr. No.	Clause No.	Existing Clause	Amended Clause
Amendments in the RfS document			
1.	Bid Information Sheet	Cost of RfS Document (non-refundable) Amended	Rs. 29500/- (inclusive of GST), to be submitted either through NEFT/RTGS transfer in the account of SECI, or 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	Rs. 5 Lakh +18% GST for each project from 50 MW upto 99.9 MW, Rs. 15 Lakh + 18% GST for each project from 100 MW and above, to be submitted either through NEFT/RTGS transfer in the account of SECI, or 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.	Definition	"Affiliate" shall mean a Company that, directly or indirectly, i. controls, or ii. is controlled by, or iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors;	"Affiliate" shall mean a company that, directly or indirectly, i. controls, or ii. is controlled by, or iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;

4.	3.1.2	<p>Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. The bids submitted without cost of the RfS document and/or Processing Fee (including partial submission of either of the respective amounts) and/or Bank Guarantee against EMD, may be liable for rejection by SECI.</p>	<p>Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission. The bank details of SECI are available on www.seci.co.in under the "Financials" Tab. The bids submitted without cost of the RfS document and/or Processing Fee (including partial submission of either of the respective amounts) and/or Bank Guarantee against EMD, may be liable for rejection by SECI.</p>
5.	3.5.C.V	<p>A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. 2016-17 along with a net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign Companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/are located. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.</p>	<p>A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. 2016-17 along with a net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign Companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/are located.</p> <p><u>Note:</u> In case of foreign Bidders, in the event the Bidder is unable to furnish the audited accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or</p>

			<p>within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same.</p> <p>In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.</p>
6.	3.17.B.b.	<p>Commissioning Schedule and Liquidated Damages not amounting to Penalty for delay in Commissioning</p> <p><u>Delay of more than six months</u> – In case the commissioning of the Project is delayed beyond six (6) months from the Scheduled Commissioning Date, the tariff discovered for the Project after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum.....</p>	<p>Commissioning Schedule and Liquidated Damages not amounting to Penalty for delay in Commissioning</p> <p><u>Delay of more than six months</u> – In case the commissioning of the Project is delayed beyond six (6) months from the Scheduled Commissioning Date, the tariff discovered for the Project after e-Reverse Auction shall be reduced at the rate of 0.15 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum.....</p>
7.	3.22.9.(iii)	A certificate of shareholding of the Bidder, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within one week prior to the last date of bid submission.	A certificate of shareholding of the Bidder, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date not earlier than 30 days prior to the last date of bid submission.
8.	3.22.9.(iv)	Documents containing information about the Promoters and their shareholding in the Bidder (as on a date within one week prior to the last date of bid submission) to SECI indicating the controlling shareholding at the stage of submission of response to RfS to SECI as per Clause 3.20.....	Documents containing information about the Promoters and their shareholding in the Bidder (as on a date not earlier than 30 days prior to the last date of bid submission) to SECI indicating the controlling shareholding at the stage of submission of response to RfS to SECI as per Clause 3.20.....
9.	3.22.9 (vi)	Necessary documents pertaining to meeting the Technical Eligibility Criteria as per Clause 3.5.3.A	Not Used.
Amendments in the PPA document			
1.	Recital A	Solar Energy Corporation of India Limited (SECI) has been designated by the Government of India as the nodal agency for implementation of MNRE Scheme for Setting up of 2000 MW ISTS connected Wind Power	As part of the Government of India's target to achieve a cumulative installed capacity of 60 GW of wind power projects by the year 2022, SECI has been instrumental in developing grid connected solar power capacity in India and

		Projects for developing grid connected wind power capacity, vide Guidelines F. No 238/66/2017-Wind dated 22nd November 2017 and plays the role of Intermediary Procurer in line with the provisions of the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects, issued by Ministry of Power, vide resolution dated 08.12.2017.	plays the role of Intermediary Procurer in line with the provisions of the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects, issued by Ministry of Power, vide resolution dated 08.12.2017.
2.	Article 4.6.2	In case the commissioning of the project is delayed over Six (6) months beyond the Scheduled Commissioning Date, the pre-fixed tariff as per Article 9.1 shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 27 months from the Effective Date of this Agreement. In case, the Commissioning of the Project is delayed beyond 27 months from the Effective Date, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned, provided that the commissioned capacity is not below 50 MW or 50% of the allocated Project Capacity, whichever is higher, and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.	In case the commissioning of the project is delayed over Six (6) months beyond the Scheduled Commissioning Date, the pre-fixed tariff as per Article 9.1 shall be reduced at the rate of 0.15 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 27 months from the Effective Date of this Agreement. In case, the Commissioning of the Project is delayed beyond 27 months from the Effective Date, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned, provided that the commissioned capacity is not below 50 MW or 50% of the allocated Project Capacity, whichever is higher, and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.
3.	Article 9.2	Provided further that in case the commissioning of the project is delayed over Six (6) months beyond the Scheduled Commissioning Date, subject to Article 4, the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned.	Provided further that in case the commissioning of the project is delayed over Six (6) months beyond the Scheduled Commissioning Date, subject to Article 4, the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.15 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned.

Amendments in the PSA document

1.	Recital C	Buying Entity has agreed to purchase wind power from the Buyer under the Scheme and accordingly, Buyer has agreed to sign Power Purchase Agreements (PPAs) with [Insert name of identified wind power developers] (hereinafter referred to as “WPDs”) for procurement of MW [Insert capacity] Wind Power on a long term basis, as indicated at Schedule-2.	Buying Entity has agreed to purchase wind power from the Buyer under the Scheme and accordingly, Buyer has agreed to sign Power Purchase Agreements (PPAs) with [Insert name of identified wind power developers] (hereinafter referred to as “WPDs”) for procurement of MW [Insert capacity] Wind Power on a long term basis, as indicated at Schedule-2. This allocated capacity shall be used for non-solar RPO requirement of Buying Utility. SECI shall intimate the same to CTU (PGCIL) for open access. Based on input from PGCIL and corridor availability, quantity (MW) may be revised.
2.	Recital G	New Clause	A bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated to execute the project. SECI shall enter into PPA with Project Company as per the terms and condition of RfS.
3.	Definitions	“Buying Entity” Amended	means an Entity that requires wind power to fulfil its non-solar RPO under respective RPO regulations and intend to buy at least _____ MW of wind power under this RfS.
4.	Definitions	“Expiry Date” Amended	shall mean the date as on the expiry of 25 years from the SCD or from the date of full commissioning of the projects, whichever is earlier.
5.	Definitions	“Project” or “Power Project” Amended	Shall mean the Wind 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.
6.	Article 5.1.2	The applicable tariff payable by Buying Entity shall be the pooled tariff arrived as per Schedule-1 of this Agreement of the commissioned Project Capacity of all the Projects accepted by SECI, till the end of the	Until the commissioning of the cumulative awarded capacity/cumulative capacity commissioned as accepted by SECI under the RfS, the applicable tariff payable by Buying Entity shall be the Tariff of the individual

		Term of the Agreement. The Buying Entity shall make the Tariff Payments to Buyer as per the provisions of this Agreement.	projects as determined from the reverse auction process plus the trading margin as per Article 5.1.1. Subsequently, the applicable tariff payable by Buying Entity shall be the pooled tariff arrived as per Schedule-1 of this Agreement of the commissioned Project Capacity of all the Projects accepted by SECI, till the end of the Term of the Agreement. The Buying Entity shall make the Tariff Payments to Buyer as per the provisions of this Agreement.
7.	Article 5.1.3	Any damages/dues recovered by the Buyer by encashing the Performance Bank Guarantee, upon default of the WPD under the Buyer-WPD PPA, shall be passed on by Buyer to the Payment Security Fund maintained by the Buying Utility.	Subject to the Article 6.4 (C), any damages/dues recovered by the Buyer by encashing the Performance Bank Guarantee, upon default of the WPD under Buyer-WPD PPA, shall be passed on by Buyer to the Payment Security Fund maintained by the Buying Utility.
8.	Article 5.1.4	As per provisions of the PPA, the WPDs are permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Buying Utility shall purchase the generation till SCD, at 75% (seventy-five per cent) of the Tariff as per Article 5.1.1. Subsequent to the full commissioning of the Project or the SCD, whichever is earlier, the tariff for power purchase by the Buying Utility shall be ____/kWh [Insert tariff].	As per provisions of the PPA, the WPDs are permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Buying Utility shall purchase the generation till SCD, at 75% (seventy-five per cent) of the tariff as mentioned in the Article 5.1.1 plus Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh). In case of full commissioning of the Project(s) prior to SCD, Buying Utility shall purchase the power at tariff as per article 5.1.1 plus Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh)].
9.	Article 5.1.5	Any excess generation over and above energy specified in Article 6.8.3, may be purchased at a tariff of 75% of the tariff as per Article 5.1.1 above, provided the Buying Entity consents for purchase of such excess generation.	Any excess generation over and above energy specified in Article 6.8.3, may be purchased at a tariff of 75% of the tariff as mentioned in Article 5.1.1 provided the Buying Entity consents for purchase of such excess generation with Trading Margin of Rs 0.07/kWh (Seven Paisa per kWh).
10.	Article 6.4. C.	In addition to provisions contained in Article 6.4 (A) and 6.4.(B) above, the Buying Utility may also choose to provide Payment Security	In addition to provisions contained in Article 6.4 (A) and 6.4.(B) above, the Buying Utility may also choose to provide Payment Security Fund,

		Fund, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund.	not later than the commencement of supply of power to the Buying Utility under this Agreement, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund.
11.	Article 6.8.4.	Notwithstanding Article 6.8.3, the Buyer/WPD is free to sell such power to any third party prior to the Commercial Operation Date and any capacity which is in excess of the quantum of power as per Article 6.8.3 of this Agreement from Commercial Operation Date. Any power which is in excess of the quantum of power agreed to be supplied under this Agreement shall be offered to the Buying Utility at the tariff as per Article 5.1.5, and in case the Buying Utility does not accept the same, SECI shall take appropriate action as per PPA.	Notwithstanding Article 6.8.3, the Buyer/WPD 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 capacity, whichever is earlier. Any power which is in excess of the quantum of power agreed to be supplied under this Agreement shall be offered to the Buying Utility at the tariff as per Article 5.1.5, and in case the Buying Utility does not accept the same, SECI shall take appropriate action as per PPA.