

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

Ref No. SECI/C&P/HPD/RfS/T3/Amendment-05

dated 27.10.2020

<b>Amendment-05 to the RfS for 1200 MW ISTS-Connected Wind-Solar Hybrid Power Projects (Tranche-III)</b>			
<b>RfS No. SECI/C&amp;P/HPD/T3/1200MW/RfS/012020 dated: 14.01.2020</b>			
<b>Sr. No.</b>	<b>Clause No.</b>	<b>Existing Clause</b>	<b>Amended Clause</b>
<b>Amendments in the RfS, PPA and PSA documents</b>			
1.	General	<p>1. Any reference to the “Guidelines” or “Draft Guidelines” in the RfS, PPA and PSA documents shall hereafter mean “<b>Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Wind Solar Hybrid Projects</b>” issued by the Ministry of New and Renewable Energy vide F.No. 238/78/2017-Wind dated 14.10.2020, including subsequent amendments and clarifications, if any.</p> <p>2. Term of the PPA, referred anywhere in the RfS, PPA and PSA documents shall mean 25 years from the Scheduled Commissioning Date.</p>	
<b>Amendments in the RfS document</b>			
1.	Section 2 “Scheduled Commissioning Date”	shall be the date as on 24 months from the Effective Date of the PPA or Effective Date of the PSA, whichever is later.	shall be the date as on 18 months from the Effective Date of the PPA.
2.	Section 2 “Wind Solar Hybrid Power Project”	means the wind-solar hybrid power project where the rated power capacity of one resource is atleast 25% of the rated power capacity of the other resource;	means the wind-solar hybrid power project where the rated power capacity of one resource (wind or Solar PV) is atleast 33% of the total Contracted Capacity;
3.	3.2.II	Under this RfS, a Hybrid Power Project shall mean a Project comprising two ‘components’ - one Solar and one Wind Power Project. The rated installed Project capacity of either of the components shall be more than 25% of the rated installed capacity of the other component. For eg, if a single Hybrid Project Capacity comprises 200 MW of rated installed Wind Power capacity, the minimum rated installed project capacity for the corresponding Solar Project component shall be 50 MW. .....	Under this RfS, a Hybrid Power Project shall mean a Project comprising two ‘components’ - one Solar and one Wind Power Project. The rated installed Project capacity of either of the components shall be at least 33% of the Contracted Capacity. ...
4.	3.5.4	<p><b>Modified as follows:</b></p> <p>In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:</p>	

		<p>i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).</p> <p>ii. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.</p> <p>iii. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:</p> <ul style="list-style-type: none"> <li>a. An entity incorporated, established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium where any member of the consortium falls under any of the above.</li> </ul> <p>iv. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 6.8 of the RfS.</p> <p>v. Other provisions of the referred OM dated 23.07.2020 will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.</p>	
5.	3.5.8	<b>Addendum to the Clause</b>	In addition to the above, in order for the bids to be considered responsive for further evaluation, performance of the Bidder should have been satisfactory in earlier project(s) awarded by SECI, if any.
6.	3.7.3	...For project components injecting power at multiply points in the grid, at any given instance of power injection in the grid, the waiver of ISTS charges and losses shall be limited upto the Contracted Capacity as per the PPA, after adding up the power being injected at individual points under a single Project. In case of multiple points of injection, the maximum number of such multiple injection points for each Project, will be two (2).	...For project components injecting power at multiple points in the grid, at any given instance of power injection in the grid, the waiver of ISTS charges and losses shall be limited upto the Contracted Capacity as per the PPA, after adding up the power being injected at individual points under a single Project.
7.	3.9.A	...HPD shall maintain generation so as to achieve annual CUF not less than 80% of the declared value and not more than 120% of the declared CUF value, during the PPA duration of	...HPD shall maintain generation so as to achieve annual CUF not less than 90% of the declared value (i.e. Minimum CUF) and not more than 120% of the declared CUF

		25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the HPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year....	value (i.e. Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the HPD. Energy supplied between COD and the commencement of first financial year after COD will not be taken into consideration for the purpose of calculation of CUF. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year...				
8.	3.9.C	The HPD may repower the Project at a later stage, if required. However, in no case the HPD will be allowed to inject power more than capacity allotted. The HPD will not be allowed to sell excess energy beyond the limit as per the CUF, to any entity other than SECI, unless refused by SECI. In case SECI purchases the excess generation, the same shall be done at the PPA tariff....	The HPD may repower the Project at a later stage, if required. However, in no case the HPD will be allowed to inject power more than capacity allotted. However, after repowering, the minimum ratio of both the resources (wind & solar) shall be kept as per clause 3.2.II of the RfS. The HPD will not be allowed to sell excess energy more than the maximum annual CUF, to any entity other than SECI, unless refused by SECI. In case SECI purchases the excess generation, the same shall be done at 75% (seventy-five per cent) of the PPA tariff....				
9.	3.9.D.a	Generation Compensation in offtake constraints due to Grid Unavailability	Not Used.				
10.	3.9.D.b	<b>Table Modified as follows:</b> <table><tr><th>Duration of Backdown</th><th>Provision for Generation Compensation</th></tr><tr><td>Hours of Backdown during a monthly billing cycle.</td><td><b>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) (number of backdown hours during the month) x PPA Tariff]</b>  <i>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</i></td></tr></table>		Duration of Backdown	Provision for Generation Compensation	Hours of Backdown during a monthly billing cycle.	<b>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) (number of backdown hours during the month) x PPA Tariff]</b>  <i>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</i>
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11.	3.11	<b>EARNEST MONEY DEPOSIT (EMD) AND PERFORMANCE BANK GUARANTEES (PBG) / PAYMENT ON ORDER INSTRUMENT (POI)</b>	<b>EARNEST MONEY DEPOSIT (EMD)/ PAYMENT ON ORDER INSTRUMENT (POI) AND PERFORMANCE BANK GUARANTEES (PBG) / PAYMENT ON ORDER INSTRUMENT (POI)</b>				

12.	3.11.i	<b>Addendum to the Clause</b>	<p>In lieu of a Bank Guarantee against EMD, the Bidder may also choose to submit "Payment on Order instrument (POI)" / Letter of Undertaking against EMD, to pay in case situation of default of the Bidder in terms of tender condition arises. Such POI shall be issued by either Indian Renewable Energy Development Agency (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC). Format of the same is enclosed as Format 6.3 D of the RfS.</p> <p>The phrase "Bank Guarantee (BG) towards/against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG) towards/against EMD/Payment on Order Instrument (POI) against EMD".</p>
13.	3.15	<p>The bidder shall identify 100% of the land for the project at the time of bid submission and the HPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, on or before the SCD of the Project. In this regard, the HPD shall be required to furnish documents/lease agreements to establish possession and right to use 100% of the required land in the name of the HPD for a period not less than the complete term of the PPA.</p> <p>...</p>	<p>HPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, on or before the SCD of the Project. In this regard, the HPD shall be required to furnish documents/lease agreements to establish possession and right to use 100% of the required land in the name of the HPD for a period not less than the complete term of the PPA.</p> <p>...</p>
14.	3.16	<p>...</p> <p>In case of delay in achieving above condition as may be applicable, SECI shall encash Performance Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is on account of Force Majeure.</p> <p>...</p>	<p>...</p> <p>In case of delay in achieving above condition as may be applicable, SECI shall encash Performance Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is on account of delay in allotment of land by the Government not owing to any action or inaction on the part of the HPD or caused due to a Force Majeure.</p> <p>...</p>
15.	3.17.A	<p>Part commissioning of the Project shall be carried out as mentioned below:</p> <p>The minimum capacity for acceptance of first</p>	<p>Part commissioning of the Project shall be carried out as mentioned below:</p> <p>The minimum capacity for acceptance of</p>

		<p>part commissioning at one project site shall be 50% of the allocated Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, in case of ISTS-Projects, minimum capacity for acceptance of first part commissioning shall be at least 50 MW. A project capacity of 100 MW or less can be commissioned in maximum two parts. The projects with capacity more than 100 MW can be commissioned in parts of at least 50 MW each; with last part could be the balance capacity.</p> <p>In case of part commissioning of the Project, it shall be mandatory to demonstrate commissioning of one component (either wind or solar) having capacity equal to atleast 25% of the project capacity of the other component being commissioned, otherwise the project shall not be demonstrated as part-commissioned. In other words, it is clarified that commissioning of a single component or having a composition lower than the above required percentage, shall not construe part commissioning of the Hybrid Project.</p> <p>However, ...</p>	<p>first part commissioning at one project site shall be at least 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. The projects can further be commissioned in parts of at least 25 MW batch size, with last part could be the balance capacity.</p> <p>In case of part commissioning of the Project, it shall be mandatory to demonstrate commissioning of both solar and wind capacities in proposed ratio on pro-rata basis, otherwise the project shall not be considered as part-commissioned. In other words, it is clarified that commissioning of a single component or having a composition lower than the above required percentage, shall not construe part commissioning of the Hybrid Project.</p> <p>However, ...</p>
16.	3.17.B.a.	The Project shall be fully commissioned within 24 months from the Effective Date of the PPA or PSA, whichever is later, which shall be termed as the Scheduled Commissioning Date (SCD) (for e.g. if the Effective Date of the PPA is 07.04.2020 and Effective Date of PSA is 07.03.2020, then Scheduled Commissioning date shall be 07.04.2022).	The Project shall be fully commissioned within 18 months from the Effective Date of the PPA, which shall be termed as the Scheduled Commissioning Date (SCD) (for e.g. if the Effective Date of the PPA is 07.04.2020, then Scheduled Commissioning date shall be 07.10.2021).
17.	3.17.B.b.	The maximum deadline allowed for commissioning of the full Project Capacity shall be limited to the date as on 180 days after the SCD.	The maximum deadline allowed for commissioning of the full Project Capacity shall be limited to the date as on 6 months from the SCD.
18.	3.17.B.c.	<b>Addendum to the Clause</b>	<u>For the purpose of calculations of liquidated damages, 'month' shall be considered consisting of 30 days.</u>

19.	3.17.D	....Such intimation for early commissioning shall be provided to SECI at least 15 days prior to the proposed early commissioning date. In case there is no response provided by SECI within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by SECI.....	....Such intimation for early commissioning shall be provided to SECI at least 60 days prior to the proposed early commissioning date. In case there is no response provided by SECI within 30 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by SECI.....
20.	3.20.iii	The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year after the COD. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year after COD. However, ...	The successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year after the COD, except with the prior approval of SECI. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year after the COD, except with the prior approval of SECI. However, ...
21.	3.20.iv	In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 1 (one) year after the COD. However, ...	In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors to the Board of Directors), till 1 (one) year after the COD, except with the prior approval of SECI. However, ...
22.	4.4.6	<b>Addendum to the clause</b>	In case SECI is not able to enter into a PSA to sell power from the awarded Projects to Discoms or bulk consumers within 6 months from issuance of LoAs, those Projects will be cancelled.
<b>Amendments in the PPA document</b>			
1.	1.1 "Debt Due"	i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the	i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had

		principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;	fallen due for repayment prior to the Transfer Date;
2.	1.1 “Power Project” or “Project”	.....by separate injection at pooling point. In case of multiple points of injection, the maximum number of such multiple injection points for each Project, will be two (2). The rated....	.....by separate injection at pooling point. The rated....
3.	1.1 “Unit/ Part Commissioning”	Subject to the compliance of conditions / procedure as detailed under Schedule-2 of this Agreement, Unit / Part Commissioning shall mean the Hybrid Power Capacity (AC MW) to be commissioned as per provisions of the this Agreement and RfS document. Part Commissioning shall not be applicable for Projects having capacity less than 50 MW;	Subject to the compliance of conditions / procedure as detailed under Schedule-2 of this Agreement, Unit / Part Commissioning shall mean the Hybrid Power Capacity (AC MW) to be commissioned as per provisions of this Agreement and RfS document. The minimum capacity for acceptance of first part commissioning at one project site shall be at least 50 MW, without prejudice to the imposition of penalty, in terms of this PPA on the part which is not commissioned. The projects can further be commissioned in parts of at least 25 MW batch size, with last part could be the balance capacity;
4.	1.1 “Wind Solar Hybrid Power Project”	means the wind-solar hybrid power project where the rated power capacity of one resource is atleast 25% of the rated power capacity of the other resource.	means the wind-solar hybrid power project where the rated power capacity of one resource is atleast 33% of the Contracted Capacity.
5.	4.4.1	..... [Insert value of energy generated corresponding to 80% of the declared CUF for the project].... ... In case of full commissioning of the Project, for the first year of operation, the above limits shall be considered on pro-rata basis. ...	..... [Insert value of energy supplied corresponding to 90% of the declared CUF for the project].... ... In case of full commissioning of the Project, energy supplied between COD and the commencement of first financial year after COD will not be taken into consideration for the purpose of calculation of CUF. ...
6.	4.4.2	... The HPD shall be required to intimate SECI.....	... The HPD will be free to re-power their plants during the PPA duration. However, after repowering, the minimum ratio of both the resources shall be maintained. The HPD shall be required to intimate SECI...

7.	4.6.1(a)	Delay beyond the Scheduled Commissioning Date upto (& including) the date as on 180 days after the Scheduled Commissioning Date: 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 240 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 (100/240) X (18/180).	Delay beyond the Scheduled Commissioning Date upto (& including) the date as on 6 months after the Scheduled Commissioning Date: 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 240 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 (100/240) X (18/180). <u>For the purpose of calculations of liquidated damages, ‘month’ shall be considered consisting of 30 days.</u>				
8.	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 180 days after the SCD of the Project. In case, the Commissioning of the Project is delayed beyond 180 days after the SCD, it shall be considered as an HPD Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced / amended to the Project Capacity Commissioned within 180 days after the SCD and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity.	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 from the SCD of the Project. In case, the Commissioning of the Project is delayed beyond 6 months from the SCD, it shall be considered as an HPD Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced / amended to the Project Capacity Commissioned within 6 months from the SCD and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity.				
9.	4.10.1	Generation Compensation in offtake constraints due to Grid Unavailability	Not Used.				
10.	4.10.2	<b>Table Modified as follows:</b> <table><tr><th>Duration of Backdown</th><th>Provision for Generation Compensation</th></tr><tr><td>Hours of Backdown during a monthly billing cycle.</td><td><b>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) (number of backdown hours during the month) x PPA Tariff]</b>  <i>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</i></td></tr></table>		Duration of Backdown	Provision for Generation Compensation	Hours of Backdown during a monthly billing cycle.	<b>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) (number of backdown hours during the month) x PPA Tariff]</b>  <i>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</i>
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Hours of Backdown during a monthly billing cycle.	<b>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) (number of backdown hours during the month) x PPA Tariff]</b>  <i>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</i>						



11.	4.10.2	<b>Addendum to the Clause</b>	No compensation shall be payable, however, if the backdown/ curtailment is on account of considerations of grid security/ safety. Such a backdown will be recorded and reported to RLDC/ NLDC. RLDC/ NLDC will examine the issue of grid safety/ security and give a finding that the issue of grid safety existed.
12.	5.1.6	There can be part Commissioning of the Project. Part commissioning of the project shall mean that all equipment corresponding to the part capacity have been installed and commissioned and corresponding energy has flown into the grid.	There can be part Commissioning of the Project. Part commissioning of the project shall mean that all equipment corresponding to the part capacity have been installed and commissioned and corresponding energy has flown into the grid. Part commissioning cannot be construed by just installing one source of generation, the HPD shall install both solar and wind capacities in proposed ratio on pro-rata basis.
13.	5.1.8	....Such intimation for early commissioning shall be provided to SECI at least 15 days prior to the proposed early commissioning date. In case there is no response provided by SECI within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by SECI.....	....Such intimation for early commissioning shall be provided to SECI at least 60 days prior to the proposed early commissioning date. In case there is no response provided by SECI within 30 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by SECI.....
14.	7.2.1	The grid connected hybrid power plants will install necessary equipment for regular monitoring of ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power generated from the plant.	The grid connected hybrid power plants will install necessary equipment for continuous monitoring of ambient air temperature, wind resource data (including wind speed), solar resource data and other weather parameters and simultaneously for monitoring of the electric power generated from the plant.
15.	7.2.2	Online arrangement would have to be made by the HPD for submission of above data regularly for the entire period of this Power Purchase Agreement to the SLDC, SECI and the concerned Ministry or concerned agency as per applicable regulation / directions.	Online arrangement would have to be made by the HPD for submission of above data regularly for the entire period of this Power Purchase Agreement to the SLDC, SECI, National Institute of Wind Energy (NIWE) and the concerned Ministry or

			concerned agency as per applicable regulation / directions.
16.	7.2.3	Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the HPD to Ministry of New and Renewable Energy/ SECI/National Institute of Solar Energy through SECI for entire period of PPA.	Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the HPD to Ministry of New and Renewable Energy/ SECI/National Institute of Solar Energy/ National Institute of Wind Energy through SECI for entire period of PPA.
17.	7.2.4	<b>New Clause</b>	In addition to the abovementioned data, the HPD shall also be required to submit information, as required by SECI, for regular monitoring of status of the Project.
18.	9.1	..... Such intimation for early commissioning shall be provided to SECI at least 15 days before the proposed early commissioning date. In case there is no response provided by SECI within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by SECI. In case....	..... Such intimation for early commissioning shall be provided to SECI at least 60 days before the proposed early commissioning date. In case there is no response provided by SECI within 30 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by SECI. In case....
19.	9.2	Any excess generation over and above energy specified in Article 4.4.1, will be purchased by SECI at the tariff as per Article 9.1, provided the Buying Entity consents for purchase of such excess generation. ...	Any excess generation over and above energy specified in Article 4.4.1, will be purchased by SECI at 75% (seventy-five per cent) of the tariff as per Article 9.1, provided the Buying Entity consents for purchase of such excess generation. ...
20.	11.4.1	The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If ...	The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure and SECI shall take a decision on the Affected Party's claim within 15 days of the receipt of the intimation. If ...

21.	Article 12	<p><b>Modified as follows:</b></p> <p><b>ARTICLE 12: CHANGE IN LAW</b></p> <p>12.1 Definitions</p> <p>In this Article 12, the following terms shall have the following meanings:</p> <p>12.1.1 In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after <b>[Insert last date of bid submission]</b> including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Hybrid Power Developer; or (v) any change in the rates of any Taxes including any duties and cess or introduction of any new tax/duty/cess made applicable for setting up the hybrid power project and supply of power from the Project by the HPD which have a direct effect on the Project.</p> <p>However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the HPD.</p> <p>12.1.2 In the event of occurrence of any of events as provided under Article 12.1.1 which results in any increase/ decrease in the cost of generation (<b>i.e. cost incurred by the HPD towards supply and services only for the Project concerned, upto Actual Commissioning Date of the last part capacity, or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier</b>), the HPD/ SECI / Buying Utility(ies) shall be entitled for compensation by the other party.</p> <p><b>12.2 Relief for Change in Law</b></p> <p>12.2.1 In case of Change in Law, the HPD/ SECI/ Buying Entities (as the case may be) shall be entitled for relief as follows:</p> <p><i>Let financial Impact of Change in Law = P;</i>  <i>Then, the modification in PPA tariff (M.T.) for compensating the financial impact is given by</i>  <math display="block">M.T. = Y/X</math> <i>Where, X = estimated monthly electricity generation (in kWh) = (1/12) [contracted capacity of the RE power plant as per PPA (in MW) X Annual CUF declared in PPA (in %) X 8760 hours X 10];</i>  <i>and</i>  <math display="block">Y = [(PxMr)\{(1+Mr)^n\}]/[\{(1+Mr)^n\}-1]</math> <i>Where,</i>  <i>n = no. of months over which the financial impact has to be paid = (12months x 25years), or balance period, as applicable; and</i></p>
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		<p><i><b><math>M_r</math></b> = monthly rate of interest = <math>(R/1200)</math>; where <b><math>R</math></b> = annual rate of interest on loan component (in %) as considered by Central Electricity Regulatory Commission (CERC) in its Order for Tariff determination from Renewable Energy Sources for the year in which the project is commissioned. In absence of relevant CERC Orders for the concerned year, the interest rate shall be average rate plus 200 basis points above the average State Bank of India marginal Cost of Funds based leading rate (MCLR of one-year tenor) prevalent during the last available six months for such period.</i></p> <p><i>Further, the M.T. Shall be trued up annually based on actual generation of the year so as to ensure that the payment to the generator is capped at the yearly annuity amount.</i></p> <p>12.2.2 The pass through according to the formula stipulated above shall be calculated and shall come into effect automatically after 30 days of the Change in Law event.</p> <p>12.2.3 Within 30 days of the pass through coming into effect the HPD/SECI/Buying Entity shall submit the relevant documents/calculation sheets to the Appropriate Commission for truing up the rate of pass through per unit.</p> <p>12.2.4 The Appropriate Commission shall verify the calculation and do the truing up within 60 days of the pass through coming into effect after which the rates of pass through shall be adjusted if necessary according to the truing up.</p> <p>12.2.5 In case Change in Law/regulations results in delay in commissioning or supply of power, where cause and effect between these two can be clearly established, SECI under intimation to the Buying Entities may provide suitable time-extension in Scheduled Commissioning Date.</p> <p>12.2.6 In the event of any decrease in the project cost by the HPD or any income to the HPD on account of any of the events as indicated above, HPD shall pass on the benefit of such reduction at a rate as provided in Article 12.2.1 to SECI which shall be further passed on to the Buying Entity. In the event of the HPD failing to comply with the above requirement, SECI shall make such deductions in the monthly tariff payments on immediate basis. Further, at the time of raising of 1<sup>st</sup> Monthly Tariff Payment Bill, HPD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.</p>
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		<b>12.3 Notification of Change in Law</b>	
		12.3.1 If the HPD is affected by Change in Law in accordance with Article 12 and wishes to claim a Change in Law under this Article, it shall give notice to the SECI and Buying Utility (s) of such Change in Law as soon as reasonably practicable (but no later than 60 days from the date of occurrence of such Change in Law).	
		12.3.2 Any notice service pursuant to Article 12.3.1 and 12.1.2, shall provide, amongst other things, precise details of the Change in Law and its effect on the cost of generation, supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the cost of generation.	
<b>Amendments in the PSA document</b>			
1.	1.1 “Power Project” or “Project”	.....by separate injection at pooling point. In case of multiple points of injection, the maximum number of such multiple injection points for each Project, will be two (2). The rated....	.....by separate injection at pooling point. The rated....
2.	1.1 “Scheduled Commissioning Date” or “SCD”	shall mean .....(Enter the date that is as on (24) months from the Effective Date of the SECI-HPD PPA or Effective Date of this Agreement, whichever is later;	shall mean .....(Enter the date that is as on (18) months from the Effective Date of the SECI-HPD PPA;
3.	1.1 “Wind Solar Hybrid Power Project” or “Hybrid Power Project”	means the wind-solar hybrid power project where the rated power capacity of one resource is atleast 25% of the rated power capacity of the other resource.	means the wind-solar hybrid power project where the rated power capacity of one resource is atleast 33% of the Contracted Capacity.
4.	5.1.4	..... Such intimation for early commissioning shall be provided to Buying Entity by SECI upon receipt of such intimation by HPD to SECI. In case there is no response provided by Buying Entity to SECI within 5 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by Buying Entity.	..... Such intimation for early commissioning shall be provided to Buying Entity by SECI upon receipt of such intimation by HPD to SECI. In case there is no response provided by Buying Entity to SECI within 15 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by Buying Entity.
5.	6.4.2	....The Letter of Credit shall have....	....Pursuant to Article 6.4.B., the Letter of Credit shall have...

6.	6.4.B.	.... Provided that in cases where the Buying Entity is neither covered by Tri-Partite Agreement (TPA) nor is able to provide the State Government Guarantee, the Buying Entity shall pay to SECI an additional risk premium of Rs. 0.10/kWh, which shall be credited to the payment security fund maintained by the SECI.	.... Provided that where the Buying Entity is not covered by the Tri-Partite Agreement and is not in a position to provide the State Government Guarantee, the phrase “monthly billing” in Article 6.4.2(i) shall be read as “twice the monthly billing” and the phrase “monthly Tariff Payments” in Article 6.4.2(ii) shall be read as “twice the monthly Tariff Payments”.				
7.	6.10.1	Generation Compensation in offtake constraints due to Grid Unavailability	Not Used.				
8.	6.10.2	<b>Table Modified as follows:</b> <table><tr><th>Duration of Backdown</th><th>Provision for Generation Compensation</th></tr><tr><td>Hours of Backdown during a monthly billing cycle.</td><td><b>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) (number of backdown hours during the month) x PPA Tariff]</b>  <i>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</i></td></tr></table>		Duration of Backdown	Provision for Generation Compensation	Hours of Backdown during a monthly billing cycle.	<b>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) (number of backdown hours during the month) x PPA Tariff]</b>  <i>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</i>
Duration of Backdown	Provision for Generation Compensation						
Hours of Backdown during a monthly billing cycle.	<b>Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) (number of backdown hours during the month) x PPA Tariff]</b>  <i>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</i>						
9.	6.10.2	<b>Addendum to the Clause</b>	No compensation shall be payable, however, if the backdown/ curtailment is on account of considerations of grid security/ safety. Such a backdown will be recorded and reported to RLDC/ NLDC. RLDC/ NLDC will examine the issue of grid safety/ security and give a finding that the issue of grid safety existed.				
10.	7.5.1	The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If ...	The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure and the Procurer shall take a decision on the Affected Party’s claim within 15 days of the receipt of the intimation. If ...				

11.	8.1.1	<p><b>Modified as follows:</b></p> <p><b>ARTICLE 8: CHANGE IN LAW</b></p> <p><b>8.1 Definitions</b></p> <p>In this Article 8, the following terms shall have the following meanings:</p> <p>8.1.1 In this Article 8, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after <b>[Insert last date of bid submission]</b> including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Hybrid Power Developer; or (v) any change in the rates of any Taxes including any duties and cess or introduction of any new tax/duty/cess made applicable for setting up the hybrid power project and supply of power from the Project by the HPD which have a direct effect on the Project.</p> <p>However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the HPD.</p> <p>8.1.2 In the event of occurrence of any of events as provided under Article 8.1.1 which results in any increase/ decrease in the cost of generation (<b>i.e. cost incurred by the HPD towards supply and services only for the Project concerned, upto Actual Commissioning Date of the last part capacity, or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earliest</b>), the HPD/ SECI / Buying Utility(ies) shall be entitled for compensation by the other party.</p> <p><b>8.2 Relief for Change in Law</b></p> <p>8.2.1 In case of Change in Law, the HPD/ SECI/ Buying Entities (as the case may be) shall be entitled for relief as follows:</p> <p><i>Let financial Impact of Change in Law = P;</i>  <i>Then, the modification in PPA tariff (M.T.) for compensating the financial impact is given by</i>  <math display="block">M.T. = Y/X</math> <i>Where, X = estimated monthly electricity generation (in kWh) = (1/12) [contracted capacity of the RE power plant as per PPA (in MW) X Annual CUF declared in PPA (in %) X 8760 hours X 10];</i>  <i>and</i>  <math display="block">Y = [(P \times M_r) \{ (1 + M_r)^n \}] / [ \{ (1 + M_r)^n \} - 1 ]</math> <i>Where,</i>  <i>n = no. of months over which the financial impact has to be paid=(12months x 25years), or balance period, as applicable; and</i></p>
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*$M_r$  = monthly rate of interest =  $(R/1200)$ ; where  $R$  = annual rate of interest on loan component (in %) as considered by Central Electricity Regulatory Commission (CERC) in its Order for Tariff determination from Renewable Energy Sources for the year in which the project is commissioned. In absence of relevant CERC Orders for the concerned year, the interest rate shall be average rate plus 200 basis points above the average State Bank of India marginal Cost of Funds based leading rate (MCLR of one-year tenor) prevalent during the last available six months for such period.*

*Further, the M.T. Shall be trued up annually based on actual generation of the year so as to ensure that the payment to the generator is capped at the yearly annuity amount.*

- 8.2.2 The pass through according to the formula stipulated above shall be calculated and shall come into effect automatically after 30 days of the Change in Law event.
- 8.2.3 Within 30 days of the pass through coming into effect the HPD/SECI/Buying Entity shall submit the relevant documents/calculation sheets to the Appropriate Commission for truing up the rate of pass through per unit.
- 8.2.4 The Appropriate Commission shall verify the calculation and do the truing up within 60 days of the pass through coming into effect after which the rates of pass through shall be adjusted if necessary according to the truing up.
- 8.2.5 In case Change in Law/regulations results in delay in commissioning or supply of power, where cause and effect between these two can be clearly established, SECI under intimation to the Buying Entities may provide suitable time-extension in Scheduled Commissioning Date.
- 8.2.6 In the event of any decrease in the project cost by the HPD or any income to the HPD on account of any of the events as indicated above, HPD shall pass on the benefit of such reduction at a rate as provided in Article 8.2.1 to SECI which shall be further passed on to the Buying Entity. In the event of the HPD failing to comply with the above requirement, SECI shall make such deductions in the monthly tariff payments on immediate basis. Further, at the time of raising of 1<sup>st</sup> Monthly Tariff Payment Bill, HPD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 8.



	<p><b>8.3 Notification of Change in Law</b></p> <p>8.3.1 If the HPD is affected by Change in Law in accordance with Article 8 and wishes to claim a Change in Law under this Article, it shall give notice to the SECI and Buying Utility (s) of such Change in Law as soon as reasonably practicable (but no later than 60 days from the date of occurrence of such Change in Law).</p> <p>8.3.2 Any notice service pursuant to Article 8.3.1 and 8.1.2, shall provide, amongst other things, precise details of the Change in Law and its effect on the cost of generation, supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the cost of generation.</p>
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## FORMAT-6.3 D of the RfS

### Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (in lieu of BG against EMD)

(to be submitted separately for each Project)

No.

Date

SECI,

Registered

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reg: M/s \_\_\_\_\_(insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs. \_\_\_\_\_**

Dear Sir,

1. It is to be noted that M/s. \_\_\_\_\_(insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ under the Loan Agreement executed on \_\_\_\_\_ to execute Renewable Energy Projects.
2. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_(insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Setting up of 1200 MW ISTS-Connected Wind-Solar Hybrid Power Projects (Tranche-III) of the cumulative capacity of ..... MW [Insert cumulative Project capacity proposed] for supply of power there from on long term basis, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of .....[Insert the name of the Bidder] as per the terms of the RfS, the \_\_\_\_\_ [Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [Insert amount not less than that derived on the basis of Rs. 5 Lakhs per MW of cumulative capacity proposed], only, on behalf of M/s \_\_\_\_\_ [Insert name of the Bidder].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ lakhs (in words.....) to SECI on the following conditions:-

- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of \_\_\_\_\_ days of receipt of request from SECI within the validity period of this letter as specified herein;
- (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
- (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
- (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
- (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
- (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/HPD, to make any claim against or any demand against the SPV/HPD or to give any notice to the SPV/HPD;
- (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/HPD;
- (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto \_\_\_\_\_ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated \_\_\_\_ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of

**M/s. \_\_\_\_\_**

**(name of the POI issuing agency).**

( )

General Manager (TS)

Copy to:-

M/s. \_\_PP\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ As per their request

( )

General Manager (TS)

## **FORMAT-6.8 of the RfS (Revised)**

### **Format of Disclosure**

**[On the letter head of Bidding Company/ Each Member in a Bidding Consortium]**

#### **Disclosure**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company/ Lead Member of Consortium)

\_\_\_\_\_

\_\_\_\_\_

To

**[Insert name and address of SECI]**

**Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Setting Up of 1200 MW ISTS- Connected Wind-Solar Hybrid Power Projects (Tranche-III)**

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

We further declare that we have read the provisions of Clause 3.5.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

*(Signature & Name of the person Authorized By the board)*

*Date:*

**DECLARATION**

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:**

**MoF OM No 6/18/2019-PPD dated 23.07.2020**

**(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)**

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidding Company/Member of Consortium)*

\_\_\_\_\_

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to the RfS No. .... dated .....for the RfS for  
.....  
.....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

**Declaration 1:**

**Model Certificate for Tenders (for transitional cases as stated in para 3 of attached Order)**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered. "

**Declaration 2:****Model Certificate for Tenders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,  
Yours faithfully,

Encl: OM dated 23.07.2020, as referred above

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.