

**SOLAR ENERGY CORPORATION OF INDIA LTD.**

**NEW DELHI**

**Ref No. SECI/C&P/RPD/RTC-II/032020/Amendment-04**

dated 21.06.2021

Amendment-04 to RfS for Selection of RE Power Developers for Supply of 2500 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from any other source or storage in India under Tariff-based Competitive Bidding (RTC-II)

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

<b>Sr. No.</b>	<b>Clause/ Article No.</b>	<b>Existing Clause/Article</b>	<b>Amended Clause/Article</b>
<b>Amendments in the RfS, PPA and PSA documents</b>			
1.	General	<p>1. Address of SECI to be indicated in the response to RfS and PPA/PSA documents has been modified as follows: Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023</p> <p>2. The phrase “thermal power generating stations/plants” used in the RfS, PPA and PSA, covers all non-RE based thermal power generating stations/plants.</p> <p>3. A demo excel sheet has been uploaded along with the Amendments and clarifications, which gives a detailed outline on how the weighted average tariff will be calculated live during the e-RA.</p>	
<b>Amendments in the RfS document</b>			
1.	Section I, Cl. 40 “PROJECT”	<p>..... 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. 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;</p>	<p>..... 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. Further, the ESS offered with a project under this RfS should only be charged from RE power capacity. The same RE power shall either be considered for getting compensation in case of curtailment or for charging of ESS. In case of power being injected from the ESS (whether co-located with RE component or not), ISTS charges and losses beyond the Delivery Point, if any, will be borne by the Discom(s);</p>
2.	Section II, Cl.12	<p>..... For avoidance of any doubt, it is hereby clarified that ESS, if any, may be constituted as part of the Project or may</p>	<p>..... For avoidance of any doubt, it is hereby clarified that ESS, if any, may be constituted as part of the Project or may</p>

		be tied-up separately with a third party, by the RPD for supply of power. However, tying-up with an ESS keeps the option to tie-up with a non-RE power component open for the RPD. .....	be tied-up separately with a third party, by the RPD for supply of power. Tying-up with an ESS keeps the option to tie-up with a non-RE power component open for the RPD. However, it must be noted that in case the ESS is charged from non-RE power, such ESS will be construed to be the non-RE component. .....
3.	Section III, Cl. 2.	.... MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Tender Processing Fee & Earnest Money Deposit (EMD).	.... MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Cost of RfS Document and Document Processing Fee.
4.	Section III, Cl. 6.(i)	A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid offering a minimum quantum of power of <b>250 MW</b> capacity and a maximum quantum of <b>5000 MW</b> , in the prescribed formats.	A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid offering a minimum quantum of power of <b>250 MW</b> capacity and a maximum quantum of <b>2500 MW</b> , which shall be quoted only in integral values, in the prescribed formats. <b>Note:</b> In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.
5.	Section III, Cl. 6.(v)	Multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.	Subject to the exception provided in Cl. 6.(i) above, multiple bids from companies including Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by such companies invalid.
6.	Section III, Cl. 7.10	The RPD shall be required to follow the detailed Connectivity Procedure as issued by CERC on 15.05.2018 and amended from time to time....	The RPD shall be required to follow the Revised Connectivity Procedure as issued by CERC on 20.02.2021 and amended from time to time....
7.	Section III,	Peak hours will be four hours out of 24 hours as declared by the corresponding	Peak hours will be four hours out of 24 hours as declared by the corresponding

	Cl. 8.1.a.	<p>RLDC(s) as per relevant CERC regulations.</p> <p>RLDC(s) of the respective Buying Entity(ies) as per relevant CERC regulations. For avoidance of doubt, in case of a Project being mapped to more than one Buying Entity falling under different RLDCs having separate hours designated as “Peak hours”, the RPD shall have to meet the energy supply criteria for the sum of the peak hours in line with the provisions of the RfS/PPA. Illustration to this effect is provided in the PPA.</p> <p>In case of the power being re-mapped /diverted to some other buying entities / discoms, the RPD will have to comply with the peak hour supply requirement for that RLDC under which new Buying Entities / Discom is.</p> <p>In case of change in Peak hours as notified by the RLDCs, same will have to be complied by the RPD.</p>
8.	Section III, Cl. 8.1.g.	<p><b>Modified as follows:</b></p> <p>At the time of bid submission, the Bidder is required to submit the proportion of energy from RE source and non-RE source that he wishes to supply in any Contract Year. Accordingly, the Bidder shall submit a percentage of minimum RE supply committed out of the total energy to be supplied in any Contract Year, and such percentage will not be less than 51%.</p> <p>Additionally, the Bidder shall also submit the assured minimum quantum of annual energy (MWh) to be supplied from RE sources in any Contract Year, as part of response to RfS. The above two values will remain unchanged subsequent to bid submission, and will be incorporated in the PPA.</p> <p>The minimum annual energy from RE sources to be committed by the Bidder shall be more than or equal to the minimum energy calculated based on the quoted contracted capacity considering the minimum requirements of 85% availability and 51% supply from RE sources. An illustration to this effect is provided as follows:</p> <p>Assuming a quoted Contracted Capacity = C MW  Minimum annual energy from RE sources allowed to be submitted =  <math>M = C \times 8766 \times 0.51 \times 0.85</math> MWh.</p> <p>Actual annual energy committed from RE sources = A MWh.  As per the tender conditions, A shall be greater than or equal to M, failing which, the</p>

		<p>submitted minimum quantum will be automatically modified to M.</p> <p>Subsequent to issue of LoA, in case the PPA is executed for a reduced Contracted Capacity (C'), the Bidder may modify the value of A to A', which shall be greater than or equal to M'.</p> <p>For any Contract Year, the Bidder shall maintain energy supply such that the total annual energy offered from RE sources is more than or equal to the assured minimum quantum as indicated above.</p>					
9.	Section III, Cl. 8.2.2	<p><b>Modified as follows:</b></p> <p>Further, the RPD shall also be liable for liquidated damages to SECI for any shortfall in offering energy from RE sources out of total energy in a Contract Year, for reasons solely attributable to the RPD. The damages corresponding to this shortfall in RE power shall be calculated at 400% (four hundred per cent) of applicable tariff payable during the year for each unit of shortfall.</p> <p>While calculating this shortfall in generation, the difference between the minimum annual quantum of RE committed at the time of bid submission (A) and the actual energy supplied from RE in a particular year (S) will be compared with the difference between the minimum annual quantum of RE calculated (R) based on the ratio submitted by the bidder as per Cl. 8.1.g. above , considering the annual availability offered by the RPD in the particular Contract Year, and the actual energy supplied from RE in that year (S). The higher of the two differences, namely (A-S) and (R-S) will be considered for levying the compensation on account of shortfall in generation. An illustration to this effect is provided in Annexure-E of the RfS.</p>					
10.	Section III, Cl. 8.4.b.	<p><b>Table modified as follows:</b></p> <table><tr><th>Reduced Offtake</th><th>Provision for Generation Compensation</th></tr><tr><td></td><td><p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Buying Entity)) X 1000 X No. of hours of Reduced Off take.</p><p>However, any amount realized by the RPD, by third party sale or sale in the power exchange as price taker for RE power or sale in the power exchange for non-RE power of such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p><p>(a) <b>For RE Power:</b> 95% of realization after deducting actual expenses, if any, in such sale</p><p>(b) <b>For Non-RE Power:</b> 95% of realization above variable Charges of Non-RE Tariff after deducting actual expenses, if any, in such sale.</p></td></tr></table>		Reduced Offtake	Provision for Generation Compensation		<p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Buying Entity)) X 1000 X No. of hours of Reduced Off take.</p> <p>However, any amount realized by the RPD, by third party sale or sale in the power exchange as price taker for RE power or sale in the power exchange for non-RE power of such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p> <p>(a) <b>For RE Power:</b> 95% of realization after deducting actual expenses, if any, in such sale</p> <p>(b) <b>For Non-RE Power:</b> 95% of realization above variable Charges of Non-RE Tariff after deducting actual expenses, if any, in such sale.</p>
Reduced Offtake	Provision for Generation Compensation						
	<p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Buying Entity)) X 1000 X No. of hours of Reduced Off take.</p> <p>However, any amount realized by the RPD, by third party sale or sale in the power exchange as price taker for RE power or sale in the power exchange for non-RE power of such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p> <p>(a) <b>For RE Power:</b> 95% of realization after deducting actual expenses, if any, in such sale</p> <p>(b) <b>For Non-RE Power:</b> 95% of realization above variable Charges of Non-RE Tariff after deducting actual expenses, if any, in such sale.</p>						

11.	Section III, Cl. 9.1.d.	In case of Projects being set up in the States of Gujarat & Rajasthan, the RPD shall abide by MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.	In case of Projects being set up in the States of Gujarat & Rajasthan, the RPD shall abide by applicable Supreme Court order(s) and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
12.	Section III, Cl. 14.1	.....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 PPAs shall be....	.....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.  Further, for each Project, the bidder shall provide month-wise and year-wise generation profile, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA. The PPAs shall be....
13.	Section III, Cl. 14.7	.... The variable component of non-RE power shall be paid for the energy supplied from other source of energy and shall be paid at the rate of variable component of non-RE power (escalable for fuel), and variable component of non-RE power (escalable for transportation) tariff applicable for that year after adjusting as per escalation index notified by CERC for payment purposes.  Further, in case of coal based thermal component being utilized, the Bidder shall be required to indicate the source of coal (domestic/imported) being utilized in the thermal project, in the Covering Letter. Once such source is specified at the time of bid submission, the indexation of composite tariff shall be done on the same	.... The variable component of non-RE power shall be paid for the energy supplied from other source of energy and shall be paid at the rate of variable component of non-RE power (escalable for fuel), and variable component of non-RE power (escalable for transportation) tariff applicable for that year after adjusting as per escalation index notified by CERC for payment purposes, issued in line with the Methodology for Computing of Escalation Rates issued vide CERC's Order dated 29.05.2021, including its subsequent amendments and clarifications.  Further, in case of coal/gas based non-RE component being utilized, the Bidder shall be required to indicate the source of

		basis, for the entire Term of the PPA.	coal/gas (domestic/imported) being utilized in the non-RE project, in the Covering Letter. Once such source is specified at the time of bid submission, the indexation of composite tariff shall be done on the same basis, for the entire Term of the PPA.
14.	Section III, Cl. 15 (i)	For a Project size not more than (and including) 500 MW, the Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the PPA, (for e.g. if Effective Date of the PPA is 07.03.2020, then scheduled Financial Closure date shall be 07.03.2021).	For a Project size not more than (and including) 1000 MW, the Projects shall achieve Financial Closure within 18 (eighteen) months from the Effective Date of the PPA, (for e.g. if Effective Date of the PPA is 07.09.2021, then scheduled Financial Closure date shall be 07.03.2023).
15.	Section III, Cl. 15 (ii)	For a Project size more than 500 MW but not more than (and including) 1000 MW, the Projects shall achieve Financial Closure within 18 (eighteen) months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.03.2020, then scheduled Financial Closure date shall be 07.09.2021).	For a Project size more than 1000 MW, the Projects shall achieve Financial Closure within 24 (twenty-four) months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.09.2021, then scheduled Financial Closure date shall be 07.09.2023).
16.	Section III, Cl. 15 (iii)	For a Project size more than 1000 MW, the Projects shall achieve Financial Closure within 24 (twenty-four) months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.03.2020, then scheduled Financial Closure date shall be 07.03.2022). It is presumed that in terms of Clause 13.4 of the Guidelines issued by MNRE, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure.	It is presumed that in terms of Clause 11.5 of the Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission or within 120 days from the date of signing of PSA, whichever is later. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond the above deadline, shall entail a corresponding extension in financial closure.
17.	Section III, Cl. 16.c.	<b>Delay in Commissioning on Account of Delay in LTA Operationalization</b> <b>(Addendum to the clause)</b>	

		<p>In case of project components being located at multiple locations, and if one of such components (wind or solar PV) is ready for injection of power into the grid, but the remaining component is unable to get commissioned due to delay in grant of LTA/LTA operationalization, the RPD will be allowed for commissioning of such component which is ready, and the RPD at its sole discretion, may sell such power to any third party till the grant/operationalization of LTA. Following should be noted under this scenario:</p> <p>(a) Power procurement from such component(s) will be outside the PPA, and at a tariff mutually decided between the third-party buyer and the HPD. In case the same is procured through SECI, trading margin of 7 paise/unit will be applicable on such power procurement.</p> <p>(b) The above scenario <b>does not</b> qualify under the provisions of Part/Early Commissioning under the RfS, PPA and PSA. This is a special scenario wherein in case a project component is ready, the generation from such component is not wasted.</p> <p>(c) The terms “COD” and “commissioning” as per the RfS, PPA and PSA will not be applicable for such component. Commissioning/injection of power from such component will be allowed <u>only if</u> the same is allowed as per the applicable regulations.</p> <p>The above scenario will be applicable until the RPD is ready to commission the Project as per the provisions of “Early and/or Part Commissioning” of the Project.</p>	
18.	Section III, Cl.16.d.	<p><b>Addendum to the Clause</b></p> <p>In order to facilitate early completion of the RE Project, the RPD is allowed to inject power from the RE components prior to commissioning of the non-RE component(s). Such commissioning/injection of power from the RE component will be allowed in line with the provisions of Clause 16.c. above, and will <u>not be</u> treated as Project commissioning as per the provisions of the RfS, PPA and PSA.</p>	
19.	Section III, Cl. 23.b.II.	<p>....</p> <p>In addition, in the Electronic Form, the bidder shall also quote the values of committed energy to be supplied in a Contract Year, as follows:</p> <p>Committed annual energy to be supplied from RE sources: “X”: _____MWh</p> <p>Committed annual energy to be supplied from non-RE sources: Y: _____MWh</p> <p><i>(The value of “X” should be at least 51% of the value of “X+Y”)</i></p> <p>.....</p>	<p>....</p> <p>In addition, in the Electronic Form, the bidder shall also quote the minimum ratio of annual energy to be supplied from RE sources in the total energy offered in any Contract Year, in the form of a percentage as follows:</p> <p>Committed minimum share of annual energy to be supplied from RE sources: “X”: _____%</p> <p><i>(The value of “X” should be at least 51%)</i></p> <p>.....</p>
20.	Section III, Cl.23.b. II.g.	<p>In case of “D”, the escalation index is dependent on distance of transportation. Thus, the transportation index will be fixed as per the distance specified by the bidder</p>	<p>In case of “D”, the escalation index is dependent on distance of transportation. Thus, the Bidder shall select the range of transportation of coal, from the options as</p>

		at the time of bid submission, irrespective of the actual distance applicable for transportation of the respective fuel.	provided in Format 7.10 of the RfS, based on which, the transportation index will be fixed in line with Annexure-F, irrespective of the actual distance applicable for transportation of the respective fuel. The above choice will remain unchanged subsequent to bid submission.
21.	Section IV, Cl. A.3	..... In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with atleast 76% shareholding in the SPV, before signing of PPA.....	..... In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with atleast 51% shareholding in the SPV, before signing of PPA.....
22.	Section IV, Cl. A.6	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/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.....	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/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.....
23.	Section IV, Cl. A.9.	The phrase “76%” shall be read as “51%” in this clause.	
24.	Section IV, Cl. B.1.	<p><b>Modified as follows:</b></p> <p>(a) Under the provisions of this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.</p> <p>(b) In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type-certified wind turbine models listed in Revised List of Models and Manufacturers (RLMM) issued by MNRE as updated as on the date of commissioning of the Projects will be allowed for deployment under the RfS.</p> <p>(c) The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the</p>	



		<p>subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.</p> <p>(d) The wind power projects will be developed as per the Guidelines issued by the Government of India for development of Wind Power Projects. For solar modules and balance of systems, the technical guidelines issued by the Government of India from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commissioning of the Project, will be followed.</p> <p>(e) The Bidders are advised to take cognizance of the O.M. dated 09.03.2021 issued by MNRE, on the subject of “Imposition of Basic Customs Duty (BCD) on Solar Cells &amp; Modules/Panels”, while preparation of their response to this RfS. The above O.M. and its associated orders issued by the Ministry of Finance will be applicable on this tender and imposition of taxes/duties as laid out in the above OM, will not be considered under “Change in Law” under the PPA.</p>	
25.	Section IV, Cl. B.4.vii.	Notwithstanding anything contained herein, any non-RE power generator that has defaulted on any of its contractual obligations with its lenders or is undergoing any CIRP process shall not be eligible for supply of power under this RFS and consequently the bidders shall not be allowed to tie up spare capacity with such non-RE power generator.	Notwithstanding anything contained herein, the non-RE power generator, if applicable, should not be a willful defaulter to any lender, and there should no major litigation pending or threatened against the non-RE power generator that could cast a doubt on the ability or the suitability of the non-RE power generator to offer spare capacity for the Project. Consequently, the bidders shall not be allowed to tie up spare capacity with such non-RE power generator who is a willful defaulter to any lender and has major litigation pending or threatened against itself.
26.	Section V, Cl. 2.b.4.	<p>a. The tariffs components “A” and “B” (each quoted for 25 years), will be levelized based on the discounting factor of 8.61 %</p> <p>b. The tariff components “C” and “D” (each quoted for the first year), will first be indexed for the remaining 24 years of the PPA, using the indices to be intimated shortly, for fuel and transportation, respectively. The values of the same are annexed herewith.</p>	<p>a. The tariffs components “A” and “B” (each quoted for 25 years), will be levelized based on the discounting factor of 9.31 %.</p> <p>b. The tariff components “C” and “D” (each quoted for the first year), will first be indexed for the remaining 24 years of the PPA, using the indices to be intimated shortly, for fuel and transportation, respectively. The values of the same are annexed herewith.</p>

		Subsequently the 25-year values of “C” and “D” will be levelized based on the discounting factor of 8.61 %.	Subsequently the 25-year values of “C” and “D” will be levelized based on the discounting factor of 9.31 %.
27.	Section V, Cl.5	.....For a particular bidder, in case the finally modified capacity offered by SECI for signing of PPA is lower than 50% of the capacity for which the LoA was issued to the said Bidder, the respective Bidder may choose to reject such modified capacity, and will be allowed to exit the process, and EMD/POI submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. However, in case such modified capacity is more than or equal to 50% of the capacity awarded as per the LoA, it shall be mandatory for the respective Bidder to accept such modified capacity, and refusal to sign the PPA in this case, will be dealt as per the applicable provisions of the RfS. In case such offered partial capacity for signing of PPA is less than 250 MW, PPA will not be executed with such Bidder, and the respective EMD/POI will be returned by SECI.	.....For a particular bidder, in case the finally modified capacity offered by SECI for signing of PPA is lower than the capacity for which the LoA was issued to the said Bidder, the respective Bidder may choose to reject such modified capacity, and will be allowed to exit the process without any liability to either party (i.e. SECI or the Bidder), and the said refused capacity will be offered to the next successful bidder as per the list of successful bidders. In case such offered partial capacity for signing of PPA is less than 250 MW, PPA will not be executed with such Bidder.
28.	Section VII, Format 7.1	.... We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.7 under Disclosure). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 5000 MW, including this response to RfS ....	.... We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.7 under Disclosure). <b>OR</b> We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (strike out

			<p>whichever not applicable).</p> <p>We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 2500 MW, including this response to RfS</p> <p>....</p>
29.	Annexure - E	<p><b>Shortfall in annual offering of energy from RE sources</b>  <b>(Modified as follows)</b></p> <ul style="list-style-type: none"> <li>▪ Total RE offered (MWh) for the corresponding month = 1,08,000 MWh</li> <li>▪ Total RE offered (MWh) for the year = (Summation of RE (MWh) offered for each month) = <math>108000 \times 12 = S = 12,96,000</math> MWh</li> <li>▪ Total energy offered during the year = (Summation of energy offered (MWh) for each month) = <math>233400 \times 12 = 28,00,800</math> MWh</li> </ul> <p>Minimum annual energy from RE sources committed at the time of bid submission = <b>A</b> = <math>400 \times 8640 \times 0.51 \times 0.85 = 14,98,176</math> MWh (assuming total hours in the year as 8640 hrs, and minimum ratio of energy from RE sources being submitted as 51% at 85% availability)</p> <p>Considering the actual annual availability achieved in the year, i.e. 64.83%, the minimum annual energy to be supplied from RE, calculated on the above availability = <b>R</b> = <math>400 \times 0.6483 \times 0.51 \times 8640 = 11,42,667.648</math> MWh.</p> <p>Since <math>A &gt; R</math> in this case, the shortfall calculated as A-S will be applicable in this case.</p> <ul style="list-style-type: none"> <li>▪ Thus, Shortfall in energy offered through RE in the year = <math>1498176 - 1296000 = 2,02,176</math> MWh</li> <li>▪ Damages due to shortfall in RE offered for the year = (Annual shortfall x Applicable RE Tariff x 4 x 1000) = <math>202176 \times 4.20 \times 4 \times 1000 = \text{Rs. } 3,39,65,56,800/-</math></li> </ul>	
30.	Annexure - E	<p>.....</p> <p><b>Damages on account of shortfall in Peak hours availability</b> = (Shortfall in average power offered in a time block split into RE and non-RE x no. of hours in the year x tariff applicable for RE and non-RE components x 4 x 1000) = <math>8640 \times 4 \times [(51 \times 4.20) + (49 \times (2.8 + 0.4 + 0.8))] \times 1000 = \text{Rs. } 14,17,65,12,000/-</math></p> <p>.....</p>	<p>.....</p> <p><b>Damages on account of shortfall in Peak hours availability</b> = (Shortfall in average power offered in a time block split into RE and non-RE x no. of hours in the year x tariff applicable for RE and non-RE components x 4 x 1000) = <math>1440 \times 4 \times [(51 \times 4.20) + (49 \times (2.8 + 0.4 + 0.8))] \times 1000 = \text{Rs. } 2,36,27,52,000/-</math></p> <p>.....</p>
<b>Amendments in the PPA document</b>			
1.	Recital J	..... Further, the coal being utilized in the Thermal Project shall be of	..... Further, the coal being utilized in the Thermal Project shall be of

		_____ (domestic/imported) nature, for the Term of this Agreement.	_____ (domestic/imported) nature, for the Term of this Agreement. The distance range applicable for the coal transportation (in case of domestic coal) is _____.
2.	1.1 “Contracted Capacity”	shall mean ..... [Insert capacity as per LOA] MW contracted with SECI for supply by the RPD to SECI at the Delivery Point from the Project.	shall mean ..... [Insert capacity] MW, which is the AC capacity contracted with SECI for supply by the RPD to SECI at the Delivery Point from the Project.
3.	1.1 “Due Date”	Due Date shall mean the seventy-fifth (75th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or.....	Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or.....
4.	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, 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. 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. .....	..... 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. Further, the ESS offered with a Project should only be charged from RE power capacity. For avoidance of any doubt, ESS offered as a part of RE Project should be charged with RE power capacity. The same RE power shall either be considered for getting compensation in case of curtailment or for charging of ESS. In case of power being injected from the ESS (whether co-located with RE component or not), ISTS charges and losses beyond the Delivery Point, if any, will be borne by the Discom(s). It must be noted that in case the ESS is charged from non-RE power, such ESS will be construed to be the non-RE component. ESS other than aforementioned ESS could be charged with RE / Non-RE power subject to provisions of this Agreement and other applicable laws and regulations. .....

5.	1.1 “Peak Hours”	shall mean the four hours of scheduling hours of a Day as declared by RLDCs as per the relevant CERC regulation.	shall mean the four hours of scheduling hours of a Day as declared by RLDCs of the respective Buying Entity(ies) as per the relevant CERC regulation.
6.	4.1.1.(b)	..... Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the RPD....	..... Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or SECI, in case of default of the RPD....
7.	4.1.1.(n)	..... For the solar PV capacity, the cells and modules used in the Project shall be sourced only from the models and manufacturers included in the “Approved List of Models and Manufacturers” as published by MNRE and updated as on the date of commissioning of the Project. In case of wind capacity, the type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the date of commissioning of the project will be allowed for deployment under the RfS.....	.....For the solar PV capacity, the modules used in the Project shall be sourced only from the models and manufacturers included in the List-I under the “Approved List of Models and Manufacturers” as published by MNRE and valid as on the date of invoicing of such modules. In case of wind capacity, the type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the date of commissioning of the project will be allowed for deployment under the RfS.....
8.	4.2.6	<p><b>Addendum to the clause</b></p> <p>It is further clarified that even in a scenario wherein the RE Project components are ready for commissioning but commissioning of the non-RE component gets delayed for reasons solely attributable to the RPD, and as a result, in case commissioning of the Project in terms of the RfS and PPA gets delayed beyond the ISTS-waiver deadline, such ISTS charges and losses for the transmission of RE power, if any, will be levied on the RPD.</p>	
9.	4.4.1	<p><b>Modified as follows:</b></p> <p>Under this Agreement, procurement of contracted capacity shall be in power (MW) terms. The RPD shall offer the Contracted Capacity on a round-the-clock basis and in a manner as specified under RTC Configuration, for scheduling and procurement of power by the Buying Utility as per provisions of this Agreement. The RPD shall deliver the power to the Buying Utility as scheduled by the Buying Utility on a day ahead basis, as detailed out in Article 6.2 below. Further, the RPD shall be required to offer RE power annually in a manner such that the minimum ratio of annual energy from RE sources is ____ % of the annual energy offered by the RPD. The RPD also commits to supply a minimum annual energy of _____ MUs from RE sources as part of this Agreement. The Buying Utility shall be entitled to use the power from this Project for fulfillment of its RPO in the proportion of contracted capacity of each component in the Project respectively.</p>	

		<p>The RPD shall also be obliged to supply the Contracted Capacity in the Round-The-Clock manner, keeping at least 85% Availability annually and also at least 85% Availability annually during the Peak Hours.</p> <p>Peak hours will be four hours out of 24 hours as declared by RLDCs of the respective Buying Entity(ies) as per the relevant CERC regulation. For avoidance of doubt, in case of a Project being mapped to more than one Buying Entity falling under different RLDCs having separate hours designated as “Peak Hours”, the RPD shall have to meet the energy supply criteria for the sum of the peak hours in line with the provisions of the RfS/PPA. An illustration to this effect is brought out as follows:  Assuming the power is mapped to 3 discoms, A, B, C with 100 MW being supplied to A, 200 MW being supplied to B and 100 MW being supplied to C, and having the following peak hours as per the respective RLDC regulations:  Peak hours for Discom A: 16:00 hrs to 20:00 hrs.  Peak hours for Discom B: 08:00 hrs to 10:00 hrs and 20:00 hrs to 22:00 hrs.  Peak hours for Discom C: 17:00 hrs to 21:00 hrs.  The total power supply during the peak hours applicable for the RPD as per the above mapping will be required as follows (assuming 100% availability during peak hours):  Peak power supply during 08:00 hrs to 10:00 hrs = 200 MW  Peak power supply during 16:00 hrs to 17:00 hrs = 100 MW  Peak power supply during 17:00 hrs to 20:00 hrs = 200 MW  Peak power supply during 20:00 hrs to 21:00 hrs = 300 MW  Peak power supply during 21:00 hrs to 22:00 hrs = 100 MW</p> <p>In case of the power being re-mapped /diverted to some other buying entities / discoms, the RPD will have to comply with the peak hour supply requirement for that RLDC under which new Buying Entities / Discom is. In case of change in Peak hours as notified by the RLDCs, same will have to be complied by the RPD.</p> <p>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.</p>	
10.	4.5.1	....the Scheduled Commercial Operation Date and the Expiry Date shall be deferred, subject to Article 4.5.6, for a reasonable period but not less than ‘day for day’ basis,....	....the Scheduled Commercial Operation Date and the Expiry Date shall be deferred for a reasonable period but not less than ‘day for day’ basis,....
11.	4.5.2	<p><b>(Addendum to the clause)</b></p> <p>In case of project components being located at multiple locations, and if one of such components (wind or solar PV) is ready for injection of power into the grid, but the remaining component is unable to get commissioned due to delay in grant of LTA/LTA operationalization, the RPD will be allowed for commissioning of such component which is ready, and the RPD at its sole discretion, may sell such power to any third party till the grant/operationalization of LTA. Following should be noted under this scenario:</p>	

		<p>(a) Power procurement from such component(s) will be outside the PPA, and at a tariff mutually decided between the third-party buyer and the RPD. In case the same is procured through SECI, trading margin of 7 paise/unit will be applicable on such power procurement.</p> <p>(b) The above scenario <b>does not</b> qualify under the provisions of Part/Early Commissioning under the RfS, PPA and PSA. This is a special scenario wherein in case a project component is ready, the generation from such component is not wasted.</p> <p>(c) The terms “COD” and “commissioning” as per the RfS, PPA and PSA will not be applicable for such component. Commissioning/injection of power from such component will be allowed <u>only if</u> the same is allowed as per the applicable regulations.</p> <p>The above scenario will be applicable until the RPD is ready to commission the Project as per the provisions of “Early and/or Part Commissioning” of the Project.</p>					
12.	4.5.6	Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commercial Operation Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date pursuant to Article 4.6.2.	Not Used.				
13.	4.10.1.(b)	<table><tr><th>Reduced Offtake</th><th>Provision for Generation Compensation</th></tr><tr><td></td><td><p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Buying Entity)) X 1000 X No. of hours of Reduced Off take.</p><p>However, any amount realized by the RPD, by third party sale or sale in the power exchange as price taker for RE power or sale in the power exchange for non-RE power of such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p><p>(a) <b>For RE Power:</b> 95% of realization after deducting actual expenses, if any, in such sale</p><p>(b) <b>For Non-RE Power:</b> 95% of realization above variable Charges of Non-RE Tariff after deducting actual expenses, if any, in such sale.</p></td></tr></table>		Reduced Offtake	Provision for Generation Compensation		<p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Buying Entity)) X 1000 X No. of hours of Reduced Off take.</p> <p>However, any amount realized by the RPD, by third party sale or sale in the power exchange as price taker for RE power or sale in the power exchange for non-RE power of such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p> <p>(a) <b>For RE Power:</b> 95% of realization after deducting actual expenses, if any, in such sale</p> <p>(b) <b>For Non-RE Power:</b> 95% of realization above variable Charges of Non-RE Tariff after deducting actual expenses, if any, in such sale.</p>
Reduced Offtake	Provision for Generation Compensation						
	<p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Buying Entity)) X 1000 X No. of hours of Reduced Off take.</p> <p>However, any amount realized by the RPD, by third party sale or sale in the power exchange as price taker for RE power or sale in the power exchange for non-RE power of such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p> <p>(a) <b>For RE Power:</b> 95% of realization after deducting actual expenses, if any, in such sale</p> <p>(b) <b>For Non-RE Power:</b> 95% of realization above variable Charges of Non-RE Tariff after deducting actual expenses, if any, in such sale.</p>						
14.	5.1.6.1	<p><b>Addendum to the Clause</b></p> <p>Pursuant to Article 4.6.32, in order to facilitate early completion of the RE Project, the RPD is allowed to inject power from the RE components prior to commissioning of the</p>					

		non-RE component(s). Such commissioning/injection of power from the RE component will be allowed in line with the provisions of Article 4.2.6 above, and will <u>not be</u> treated as Project commissioning as per the provisions of the RfS, PPA and PSA.	
15.	9.1	..... The variable component of non-RE power shall be paid for the energy supplied from other source of energy and shall be paid at the rate of variable component of non-RE power (escalable for fuel), and variable component of non-RE power (escalable for transportation)] tariff applicable for that year after adjusting as per escalation index notified by CERC for payment purposes.	..... The variable component of non-RE power shall be paid for the energy supplied from other source of energy and shall be paid at the rate of variable component of non-RE power (escalable for fuel), and variable component of non-RE power (escalable for transportation)] tariff applicable for that year after adjusting as per escalation index notified by CERC for payment purposes.  In case of any change in the distance range during the Term of the PPA, the tariff application rates applicable for the previous and modified distance ranges as prevailing at the time of such change, will be considered, and the lower of the two escalation rates will be levied for tariff payment.
16.	10.3.3	<p><b>Modified as follows:</b></p> <p><b>Late Payment Surcharge</b></p> <p>In the event of delay in payment of a Monthly Bill by SECI beyond 30 days after the Due Date, a Late Payment Surcharge shall be payable by SECI to the HPD on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default. "Base rate of Late Payment Surcharge" means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent (500 bps) and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify.</p> <p>The Late Payment Surcharge shall be claimed by the HPD through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent (50 bps) for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.</p> <p>If the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.</p> <p>The above payment will be made by SECI subject to such late payment surcharge being</p>	



		duly received by SECI under the PSA from the Buying Entity(ies).	
17.	10.4.2	..... The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to: i) for the first Contract Year, equal to the estimated average monthly billing; ii) for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.	..... The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to: i) for the first Contract Year, equal to 110% of the estimated average monthly billing; ii) for each subsequent Contract Year, equal to 110% of the average of the monthly billing of the previous Contract Year.
18.	10.7.2	....Payment will be made after realization of the same from the Buying Utility under the Power Sale Agreement.....	....Except for payment under Article 10.7.1 (i), Payment will be made after realization of the same from the Buying Utility under the Power Sale Agreement.....
19.	11.2	<p><b>Modified as follows:</b></p> <p><b>Force Majeure Events</b></p> <p>a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);</p> <p>b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or</p> <p>c) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.</p> <p>d) An event of Force Majeure identified under SECI-Buying Entity(ies) PSA, thereby affecting delivery of power from RPD to Buying Entity(ies).</p>	
20.	11.10	<p><b>Modified as follows:</b></p> <p><b>Available Relief &amp; Termination Due to Force Majeure Event</b></p> <p>a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the PPA, and the termination shall take effect from the date on which such decision is taken.</p> <p>b) Without prejudice to the provisions of Article 11.10.(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other</p>	

		<p>mutually extended period, be entitled to forthwith terminate the PPA in its sole discretion by issuing a notice to that effect.</p> <p>c) On termination of the PPA pursuant to Article 11.10.(b):</p> <p>i. no Termination Compensation shall be payable to the RPD.</p> <p>ii. the RPD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event</p>	
21.	13.3.5	<p>..... However, in the event the lenders are unable to substitute the defaulting SPD within the stipulated period, SECI may terminate the PPA and the Buying Entity may acquire the Project assets for an amount equivalent to 90% of the Debt Due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets. Provided that....</p>	<p>.....However, in the event the lenders are unable to substitute the defaulting SPD within the stipulated period, and if the Buying Entity desires to acquire the Project assets, it may do so, by paying an amount equivalent to 90% of the Debt Due and the PPA shall stand terminated, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets. Provided that...</p>
22.	Schedule 4: Illustration	<p>....</p> <ul style="list-style-type: none"> <li>• <b>Damages on account of shortfall in Peak hours availability</b> = (Shortfall in average power offered in a time block split into RE and non-RE x no. of hours in the year x tariff applicable for RE and non-RE components x 4 x 1000) = <math>8640 \times 4 \times [(51 \times 4.20) + (49 \times (2.8 + 0.4 + 0.8))]</math> x 1000 = Rs. 14,17,65,12,000/-</li> </ul> <p>....</p>	<p>....</p> <ul style="list-style-type: none"> <li>• <b>Damages on account of shortfall in Peak hours availability</b> = (Shortfall in average power offered in a time block split into RE and non-RE x no. of hours in the year x tariff applicable for RE and non-RE components x 4 x 1000) = <math>1440 \times 4 \times [(51 \times 4.20) + (49 \times (2.8 + 0.4 + 0.8))]</math> x 1000 = Rs. <b>2,36,27,52,000/-</b></li> </ul> <p>....</p>
23.	Schedule 4: Illustration	<p><b>Shortfall in annual offering of energy from RE sources</b>  <b>(Modified as follows)</b></p> <ul style="list-style-type: none"> <li>▪ Total RE offered (MWh) for the corresponding month = 1,08,000 MWh</li> <li>▪ Total RE offered (MWh) for the year = (Summation of RE (MWh) offered for each month) = <math>108000 \times 12 = S = 12,96,000</math> MWh</li> <li>▪ Total energy offered during the year = (Summation of energy offered (MWh) for each month) = <math>233400 \times 12 = 28,00,800</math> MWh</li> </ul> <p>Minimum annual energy from RE sources committed at the time of bid submission = <b>A</b> = <math>400 \times 8640 \times 0.51 \times 0.85 = 14,98,176</math> MWh (assuming total hours in the year as 8640 hrs, and minimum ratio of energy from RE sources being submitted as 51% at 85% availability)</p> <p>Considering the actual annual availability achieved in the year, i.e. 64.83%, the minimum annual energy to be supplied from RE, calculated on the above availability = <b>R</b> = <math>400 \times 0.6483 \times 0.51 \times 8640 = 11,42,667.648</math> MWh.</p> <p>Since A-S &gt; R-S in this case, the shortfall calculated as A-S will be applicable in this case.</p>	

		<ul style="list-style-type: none"><li>▪ Thus, Shortfall in energy offered through RE in the year = 1498176 – 1296000 = 2,02,176 MWh</li><li>▪ Damages due to shortfall in RE offered for the year = (Annual shortfall x Applicable RE Tariff x 4 x 1000) = 202176 x 4.20 x 4 x 1000 = <b>Rs. 3,39,65,56,800/-</b></li></ul>	
Amendments in the PSA document			
1.	General	“Due Date” in the PSA shall be the date as on 30 days from the date of invoice/presentation of bill.	
2.	2.3	<p><b>Modified as follows:</b></p> <p><b>Late Payment Surcharge</b></p> <p>In the event of payment of a Monthly Bill by the Buying Entity beyond 30 days after the Due Date, a Late Payment Surcharge (LPS) shall be payable by the Buying Entity to SECI on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default. “Base rate of Late Payment Surcharge" means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify.</p> <p>The Late Payment Surcharge shall be claimed by SECI through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment beyond 30 days after the Due Date at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent (50 bps) for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time:</p> <p>(a) Provided that, if a distribution licensee has any payment including Late Payment Surcharge outstanding against a bill after the expiry of seven months beyond 30 days after the Due Date of the bill, it shall be debarred from procuring power from a power exchange or grant of short-term open access till such bill is paid.</p> <p>(b) All payments by the Buying Entity to SECI for power procured from it shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.</p> <p>(c) If the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.</p>	
3.	2.5.2	..... The Letter of Credit shall have a term of twelve (12) Months and shall be renewed after every 12 month for an amount equal to: i) for the first Contract Year, equal to 1.05 times of the estimated average monthly billing;	..... The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually for an amount equal to: i) for the first Contract Year, equal to 110% of the estimated average monthly billing;

		ii) for each subsequent Contract Year, equal to 1.05 times of the average of the monthly billing of the previous Contract Year.	ii) for each subsequent Contract Year, equal to 110% of the average of the monthly billing of the previous Contract Year.				
4.	2.13.3	<b>Table modified as follows:</b> <table><tr><th>Reduced Offtake</th><th>Provision for Generation Compensation</th></tr><tr><td></td><td><p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Buying Entity)) X 1000 X No. of hours of Reduced Off take.</p><p>However, any amount realized by the RPD, by third party sale or sale in the power exchange as price taker for RE power or sale in the power exchange for non-RE power of such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p><p><b>(a) For RE Power:</b> 95% of realization after deducting actual expenses, if any, in such sale</p><p><b>(b) For Non-RE Power:</b> 95% of realization above variable Charges of Non-RE Tariff after deducting actual expenses, if any, in such sale.</p></td></tr></table>		Reduced Offtake	Provision for Generation Compensation		<p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Buying Entity)) X 1000 X No. of hours of Reduced Off take.</p> <p>However, any amount realized by the RPD, by third party sale or sale in the power exchange as price taker for RE power or sale in the power exchange for non-RE power of such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p> <p><b>(a) For RE Power:</b> 95% of realization after deducting actual expenses, if any, in such sale</p> <p><b>(b) For Non-RE Power:</b> 95% of realization above variable Charges of Non-RE Tariff after deducting actual expenses, if any, in such sale.</p>
Reduced Offtake	Provision for Generation Compensation						
	<p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Buying Entity)) X 1000 X No. of hours of Reduced Off take.</p> <p>However, any amount realized by the RPD, by third party sale or sale in the power exchange as price taker for RE power or sale in the power exchange for non-RE power of such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p> <p><b>(a) For RE Power:</b> 95% of realization after deducting actual expenses, if any, in such sale</p> <p><b>(b) For Non-RE Power:</b> 95% of realization above variable Charges of Non-RE Tariff after deducting actual expenses, if any, in such sale.</p>						

## FORMAT-7.8 OF THE RFS (Amended)

### Format for Disclosure

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

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 2500 MW ISTS-Connected RE Power Projects, complemented with Power from any other source or storage for supply of “Round-the-Clock” power in India under Tariff-based Competitive Bidding (RTC-II)

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 undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s \_\_\_\_\_ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

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 except Sl. 11 of the OM, 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.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for \_\_\_\_\_ (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

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 Signatory

**FORMAT-7.8 A OF THE RFS (Amended)**

**Format for Disclosure**

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

***(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)***

**DISCLOSURE**

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

(Address of SECI)

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s \_\_\_\_\_ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s \_\_\_\_\_ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No. \_\_\_\_\_.

We undertake that M/s \_\_\_\_\_ (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s \_\_\_\_\_ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s \_\_\_\_\_ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s \_\_\_\_\_ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 35.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, 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.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for \_\_\_\_\_ (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

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 Signatory

**(Note: Annexure to Format 7.8 will also be annexed to Format 7.8A.)**



**FORMAT 7.10 (Amended)**

**DECLARATION BY THE BIDDER FOR THE PROPOSED  
TECHNOLOGY TIE-UP**

*(To be submitted on the letterhead of the Bidder)*

<b>1</b>	<b>Name of Bidding Company/ Lead Member of Bidding Consortium</b>	
<b>2</b>	<b>Location(s) of RTC components</b>	
<b>3</b>	<b>Contracted Capacity proposed</b>	..... MW
<b>4</b>	<b>Brief about the RTC Configuration breakup</b>	
	<b>i) Committed annual energy to be supplied from the RE component (X)</b>	..... MWh
	<b>ii) Ratio of annual RE energy to be supplied from the total annual energy offered in a Contract Year</b>	.....%
	<b>iii) Type of fuel being used in the non-RE component</b>	(coal/gas/large hydro/etc.)
	<b>iv) In case of Coal based thermal project being utilized, following details to be submitted:</b> <b>a. Nature of Coal being utilized (Domestic/Imported)</b> <b>b. Proposed distance raneg to be considered for transportation indexation for coal based thermal energy</b> <i>(To be entered Not Applicable, in other cases)</i>	a. (Domestic / Imported Coal)  b. Choose one out of the following: (i) Up to 125 km (ii) Up to 500 km (iii) Up to 1000 km (iv) Up to 2000 km (v) Beyond 2000 km
<b>5</b>	<b>Details to be submitted in case of tie-up with spare capacity of a non-RE Project</b>	(to be enclosed as Annexure to this Format)

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

Thanking you,

We remain,

Yours faithfully,

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

## **ANNEXURE-F OF THE RfS**

❖ **Tariff Escalation rates for bid evaluation (as issued by CERC vide notification dated 31.05.2021)**

**Annual Escalation Rates for Bid Evaluation (for bid opening up to 31.03.2022)**

<b>Sr. No.</b>	<b>Description</b>	<b>Annual Escalation Rates for Bid Evaluation</b>
1	Escalation rate for domestic coal	4.21%
2	Escalation rate for domestic gas	12.53%
3	Escalation rate for inland transportation charges for coal	
3.1	Up to 125 km distance	10.11%
3.2	Up to 500 km distance	7.53%
3.3	Up to 1000 km distance	7.02%
3.4	Up to 2000 km distance	5.68%
3.5	Beyond 2000 km distance	5.39%
4	Escalation rate for inland transportation charges for gas	-0.60%
5	Escalation rate for imported coal	1.17%
6	Escalation rate for transportation of imported coal	0.01%
7	Escalation rate for imported gas	4.83%
8	Escalation rate for transportation of imported gas	0.01%
9	Discount rate to be used for bid evaluation	9.31%

❖ **Tariff Escalation rates for payment shall be applicable as issued by the CERC from time to time**