

**SOLAR ENERGY CORPORATION OF INDIA LIMITED  
NEW DELHI**

Ref No. SECI/C&P/IPP/12/0006/Amendment-02

Dated 27.06.2022

Amendment-02 to RfS for Selection of Wind Power Developers for Setting up of 1200 MW ISTS-connected Wind Power Projects in India under Tariff-Based Competitive Bidding (Tranche-XIII)			
RfS No. SECI/C&P/IPP/12/0006/21-22 dated 12.01.2022			
Sr. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS, PPA and PSA documents			
1.	General	<p>1. The terms “Long Term Access/ Medium Term Access/ Short Term Access (LTA/MTA/STA)” occurring anywhere in the RfS, PPA and PSA documents shall be read as General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 and the responsibility of obtaining the General Network Access (GNA) vests with the Buying Entity. Clauses/provisions contradictory to the above shall be read accordingly.</p> <p>2. It is further clarified that the Entities (WPD and Buying Entity) as indicated in the Detailed Procedure issued subsequently under the above Regulation, will be responsible for their respective obligation as notified in the Detailed Procedure irrespective of the provisions of the RfS, PPA, PSA.</p>	
Amendments in the RfS document			
1.	7.10	<p>The WPDs will be required to apply for connectivity at the identified substations within 30 days of issuance of LoAs, and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the WPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the WPD to SECI. The LTA shall be applied for by the WPD within 30 days of signing of PSA, and intimation of the same by SECI to the WPD.</p>	<p>The WPD shall be required to follow the “Detailed Procedure for Connectivity and GNA” to be issued by Nodal Agency, i.e. CTU in line with GNA regulation issued by CERC. The WPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days of issuance of LoAs, and shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application. WPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to SECI.</p> <p>The WPD has to follow the timelines mentioned in the GNA regulation with respect to Connectivity. In case, connectivity has been revoked due to non-compliance of</p>

			<p>WPD, then the same may be considered as WPD's Event of Default and shall be dealt as per the provision of PPA.</p> <p>In case the WPD fails to obtain the connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the WPD to SECI.</p>
2.	10	<p><b>Delay in Commissioning on Account of Delay in LTA Operationalization</b></p> <p>Long Term/Medium Term/Short Term Access shall be required to be submitted by the WPD prior to commissioning of the Project. However, for sale of power to SECI from SCD, the WPD shall be required to have LTA. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of LTA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that:</p> <ol style="list-style-type: none"> <li>The WPD has complied with the complete application formalities as per Clause 7.9 above,</li> <li>The WPD has adhered to the applicable regulations/procedures in this regard as notified by the CERC/CEA, and</li> <li>The delay in grant of connectivity/LTA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the WPD;</li> </ol> <p>The above shall be treated as delays beyond the control of the WPD and SCD for such Projects shall be revised as the date as on 60</p>	<p><b>Delay in Commissioning on Account of Delay in GNA Operationalization</b></p> <p>The responsibility of obtaining General Network Access (GNA) shall be of the Buying Entity prior to commissioning of the Project. For sale of power to SECI from SCD, the GNA is required to be obtained by the Buying Entity. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that:</p> <ol style="list-style-type: none"> <li>The WPD has complied with the complete application formalities as per Clause 7.9 above,</li> <li>The WPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and</li> <li>The delay in grant of connectivity/GNA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the WPD;</li> </ol> <p>The above shall be treated as delays beyond the control of the WPD and SCD for such Projects shall be revised as the date as on 60</p>

		<p>days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI.</p> <p>In case of delay in commissioning of Project due to reasons beyond the reasonable control of the WPD, SECI may extend the SCD after examining the issue on a case-to-case basis.</p> <p>On account of delay in LTA operationalization, in case of any extension in SCD beyond 30.06.2025, necessary approval will be granted by MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&amp;R dated 30.11.2021, and subsequent amendments/clarifications thereto.</p>	<p>days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by SECI.</p> <p>In case of delay in commissioning of Project due to reasons beyond the reasonable control of the WPD, SECI may extend the SCD after examining the issue on a case-to-case basis.</p> <p>On account of delay in Grid Access operationalization, in case of any extension in SCD beyond 30.06.2025, necessary approval will be granted by MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&amp;R dated 30.11.2021, and subsequent amendments/clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard. The provisions of PPA and PSA in regard to liability of the Buying Entity to pay the ISTS charges and losses shall stand modified by such exemption/waiver provided as per the above Order/Office Memoranda and regulations issued by CERC, as applicable. Further, in case of delay in Project commissioning on account of reasons solely attributable to the WPD, resulting in any liquidated damages/penalty levied on the Buying Entity under the GNA Regulations, such damages/penalty shall be passed on to the WPD.</p>
3.	21.2	<p>... Delays in connectivity and/or LTA for the Project(s) on account of changes in the project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder. The PPA(s) will be signed after signing of PSA(s) for the respective Project(s).</p>	<p>... Delay in meeting the project execution timeline on account of changes in the project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder. The PPA(s) will be signed after signing of PSA(s) for the respective Project(s).</p> <p>In case any change in project location by the WPD during the project construction period results in any modification in the GNA to be taken by the Buying Entity, any additional charges/ penalties payable by the Buying</p>

			Entity in this regard shall be borne by the WPD.
<b>Amendments in the PPA document</b>			
1.	2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of the PPA, SECI shall obtain adoption of tariff from CERC and the Buying Entity(ies) shall obtain necessary approval/consent for procurement of the power under PSA from its State Electricity Regulatory Commission, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff or procurement of power as mentioned above is not issued by the SERC and/or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of the PPA, SECI shall obtain adoption of tariff from CERC/SERC as applicable, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the CERC/SERC within the time specified above, the provisions of Article 2.1.4 shall apply.
2.	4.1.1.(g)	Obtaining Long Term Access (LTA) and executing transmission service agreement with CTU/STU as the case may be, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement.	Obtaining Connectivity and executing connectivity agreement as per provision of GNA regulation issued by CERC, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement.
3.	4.2.6	<b>Addendum to the Clause</b>	In case of any extension in SCD beyond 30.06.2025, necessary approval will be granted by MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&R dated 30.11.2021, and subsequent amendments/clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard. The provisions of PPA and PSA in regard to liability of the Buying Entity to pay the ISTS charges and losses shall stand modified by such exemption/waiver provided as per the above Order/Office Memoranda and regulations issued by CERC, as applicable.

4.	4.5.2	<b>Addendum to the Clause</b>	<p>On account of delay in Grid Access operationalization, in case of any extension in SCD beyond 30.06.2025, necessary approval will be granted by MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&amp;R dated 30.11.2021, and subsequent amendments/clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard. The provisions of PPA and PSA in regard to liability of the Buying Entity to pay the ISTS charges and losses shall stand modified by such exemption/waiver provided as per the above Order/Office Memoranda and regulations issued by CERC, as applicable. Further, in case of delay in Project commissioning on account of reasons solely attributable to the WPD, resulting in any liquidated damages/penalty levied on the Buying Entity under the GNA Regulations, such damages/penalty shall be passed on to the WPD.</p>
5.	10.1.5	<b>New Clause</b>	<p>The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 [hereinafter referred to as '<b>Rules</b>'] notified by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement in regard to matters contained in the said Rules including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Payment Security mechanism-its operations and consequences, actions of Defaulting Entities, supply obligation of WPD, power not requisitioned by the Buying Entity, the order of payment and adjustment towards late payment surcharge and indemnification. The above shall apply both in regard to the present agreement as well as on mutatis mutandi and back to back basis to the PSA. The Rules referred to hereinabove being statutory shall,</p>

			to the extent applicable, supersede any provisions in this PPA and the PSA which are inconsistent or contrary to the provisions of the Rules.
6.	10.3.3	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 WPD on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default.....	In the event of delay in payment of a Monthly Bill by SECI beyond the Due Date, a Late Payment Surcharge shall be payable by SECI to the WPD on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default.....
7.	10.3.5	(b) Any payments made after ten (10) days of the date of presentation of Bill through hard copy up to the Due Date shall be allowed a rebate of 1 %.	(b) Any payments made after 10 Days upto and including the 30 <sup>th</sup> Day from the date of presentation of Bill through hard copy, shall be allowed a rebate of 1 %.
<b>Amendments in the PSA document</b>			
1.	Recital XVI	<b>New Clause</b>	The Buying Entity shall be responsible for obtaining Grid Access as per the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, within 30 days of signing of PSA, at its own risk and cost.
2.	2.1	From the commencement of supply of power by SECI, the Buying Entity shall pay to SECI the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in Article 1. ...	The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 [hereinafter referred to as ' <b>Rules</b> '] notified by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement (PSA) in regard to matters contained in the said Rules including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Payment Security mechanism-its operations and consequences, actions of Defaulting Entities, supply obligation of WPD, power not requisitioned by the Buying Entity, the order of payment and adjustment towards late payment surcharge and indemnification. The above shall apply both in regard to the present agreement as well as on mutatis mutandi and back to back basis to

			<p>the PPA. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this Agreement (PSA) and PPA which are inconsistent or contrary to the provisions of the Rules.</p> <p>Subject to the above, from the commencement of supply of power by SECI, the Buying Entity shall pay to SECI the monthly Tariff Payments, on or before the Due Date, in accordance with Tariff as specified in Article 1. ...</p>
3.	2.3	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...	In the event of payment of a Monthly Bill by the Buying Entity beyond 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...
4.	2.4	(b) Any payments made beyond a period of 5 days from the date of presentation of bills through email upto and including the Due Date, shall be allowed a rebate of 1%.	(b) Any payments made beyond a period of 5 Days upto and including the 20 <sup>th</sup> Day from the date of presentation of bills through email, shall be allowed a rebate of 1%.