

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

Ref No. SECI/C&P/SPD/RJ/T4/Amendment-01

dated 29.04.2021

Amendment-01 to RfS for Selection of Solar Power Developers for Setting up of 1785 MW Grid-Connected Solar PV Power projects in Rajasthan (Tranche-IV) under Tariff-based Competitive Bidding

RfS No. SECI/C&P/SPD/RfS/RJ-IV/032021 dated: 04.03.2021

Sr. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS, PPA and PSA documents			
1.	General	<p>1. Address of SECI is hereby modified to the following and shall be used wherever required in the RfS, PPA and PSA: Solar Energy Corporation of India Limited 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 Tel: 011 - 24666200, e-mail : contracts@seci.co.in</p> <p>2. The new phone numbers of the authorized persons of SECI are as follows: Sh. Sanjay Sharma, ED (C&P) : 011-24666212 Sh. Pratik Prasun, Manager (C&P) : 011-24666237 Sh. Biblesh Meena, Dy. Manager (C&P) : 011-24666270 Sh. Jayansh Gaur, Sr. Engineer (C&P) : 011-24666281</p>	
Amendments in the RfS document			
1.	Section-III, Cl. 2.	<p>....</p> <p>In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.</p> <p>The bank details of SECI are available on www.seci.co.in under the “Financials” Tab.</p> <p>Bids submitted without cost of the RfS document and/or Bid Processing Fee (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.</p> <p>MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhaar only are exempted from submission of Bid Processing Fee.</p>	<p>....</p> <p>The Bidder shall submit the transaction receipts against payment of Cost of RfS documents and Bid processing Fee through NEFT/RTGS (electronic transfer), as part of the online bid submission.</p> <p>No DDs/Pay orders against the above payments shall be accepted.</p> <p>The bank details of SECI are available on www.seci.co.in under the “Financials” Tab.</p> <p>Bids submitted without cost of the RfS document and/or Bid Processing Fee (including partial submission of any one of the respective amounts), may be liable for rejection by SECI.</p> <p>MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhaar only are exempted from submission of Bid Cost of RfS documents and Processing Fee.</p> <p><i>(Provisions in the RfS contrary to the above,</i></p>

			<i>shall be considered modified in line with the above)</i>
2.	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 as per Clause 6(i) above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.
3.	Section-III, Cl. 7.1	The Project should be designed for interconnection with the nearest substation of STU at the voltage level of 33 kV or above. The Bidder should indicate substation location and voltage level in line with clause 20 below. For interconnection with the grid and metering, the SPD shall abide by the applicable Grid Code, ...	The Project should be designed for interconnection with the nearest substation of STU at the voltage level of 33 kV or above. For interconnection with the grid and metering, the SPD shall abide by the applicable Grid Code, ...
4.	Section-III, Cl. 7.9	The SPDs shall be required to apply for connectivity, along with all the required documents, at the identified substations within 30 days of Effective Date of PPA. ...	The SPDs shall be required to apply for connectivity, along with all the required documents, at the identified substations within 30 days of grant of registration with RREC. ...
5.	Section-III, Cl. 7.10	...The SPDs shall be required to apply for connectivity at the identified substations within 30 days of Effective Date of PPA.	...The SPDs shall be required to apply for connectivity at the identified substations within 30 days of grant of registration with RREC.
6.	Section-III, Cl. 9.1	... Note: The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. ...	... Note: The SPD shall apply for registration with RREC within 30 days of issuance of LoA. Further, the SPD shall apply for all the necessary approvals, permits and clearances within 30 days of grant of registration with RREC, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. ...
7.	Section-III, Cl. 11.6	The Successful Bidder for the Project(s) selected based on this RfS is required to sign PPA with SECI within 30 days after the issue of LoA. ...	The Successful Bidder for the Project(s) selected based on this RfS is required to sign PPA with SECI within 60 days after the issue of LoA. ...
8.	Section-III, Cl. 14.1	...The PPA shall be signed within 30 (thirty) days from the date of issue of LoA (for e.g. If the LoA is dated 20.03.2021, then the last date of signing of PPA shall be 19.04.2021). ...	...The PPA shall be signed within 60 (sixty) days from the date of issue of LoA (for e.g. If the LoA is dated 20.03.2021, then the last date of signing of PPA shall be 19.05.2021). ...

9.	Section-III, Cl. 14.3	Successful bidders will have to submit the required documents to SECI within 20 days from the issue of LoA. In case of delay in submission of documents beyond the 20 days as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.	Successful bidders will have to submit the required documents to SECI within 40 days from the issue of LoA. In case of delay in submission of documents beyond the 40 days as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.
10.	Section-III, Cl. 15.A.d	Commissioning of the Project will not be allowed until the demonstration of land possession by the SPD in terms of Clause 15. (vi) above and Clause 16.a below. ...	Commissioning of the Project will not be allowed until the demonstration of land possession by the SPD in terms of this clause and Clause 16.a below. ...
11.	Section-III, Cl. 16.b.e	New Clause	Any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in SCD.
12.	Section III, Cl. 16.d.	.... Early part commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. However, in case the entire capacity is commissioned prior to SCD, SECI may purchase the generation at PPA Tariff. 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. .....	.... Early commissioning of the Project will be allowed solely at the risk and cost of the SPD. In case of early part or full commissioning of the Project, SECI shall purchase the energy from such early commissioned Project @ 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and @ 75% of the PPA tariff plus trading margin. 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.
13.	Section-III, Cl. 23.a.	Documents to be submitted Offline (In original)	It is to be noted that no offline documents will be accepted against this RfS.
14.	Section-III, Cl.23.b.	..... If the Bidder has submitted bid online	..... It is to be noted that payments against cost

		<p>and fails to submit the DDs/Pay order against cost of RfS Document and bid processing fee (if applicable), offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed.</p> <p>.....</p>	<p>of RfS documents and Bid processing Fee shall be accepted only through NEFT/RTGS. No DDs/Pay Order instruments will be accepted. In case both the above payments are not made as on the bid submission deadline, the submitted bid will be treated as incomplete bid and Cost of RfS, Processing fee, as applicable submitted shall be encashed.</p> <p>.....</p>
15.	Section-III, Cl. 23.b.I.d.	Scanned Copies of NEFT/RTGS/DD/Pay order details towards Cost of RfS Document as mentioned in Bid Information Sheet.	Scanned Copies of NEFT/RTGS details towards Cost of RfS Document as mentioned in Bid Information Sheet.
16.	Section-III, Cl. 23.b.I.e.	New Clause	<p>Pass phrases for Techno-commercial and Financial bids submitted on the ETS portal, in line with Section III, Cl. 21.8 of the RfS.</p> <p>No hard copy submission of the pass-phrase will be accepted.</p>
17.	Section-III, Cl. 23.b.II.(d)	<p>In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened.</p>	<p>In case the Bidder submits the online documents on ISN-ETS within the bid submission deadline and fails to submit the pass phrases in the ETS portal within 1 working day after bid submission deadline, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened.</p> <p>For e.g., if the bid submission deadline is 18:00 hrs on 05.05.2021, the above deadline will expire at 18:00 hrs on 06.05.2021. In case of the above deadline being a holiday, the next working day in SECI will be the deadline for online submission of Pass-phrases in the ETS portal.</p>
18.	Section-IV, Cl. B.B.3	<p>Modified as follows:</p> <p>Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg." and its subsequent amendments and clarifications, shall be applicable for this RfS. The cells and</p>	

		modules used in the Project under this RfS shall be sourced only from the models and manufacturers included in the List-I and/or List-II, as published by MNRE, anytime between the bid submission deadline upto the date of commissioning of the respective part capacity of the Project.	
19.	Section-IV, Cl. B.B.4	<p>Modified as follows:</p> <p>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 & 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. The Projects shall also comply with the criteria for energy supply as detailed in Clause No. 8 in Section-III, of the RfS.</p>	
20.	Section-V, 2.a.1	<p>The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at Clause No. 23.a, Section-III, of this RfS are received at the office of SECI. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee and/or DDs/Pay order against Cost of RfS document and Bid Processing Fee.</p> <p>For e.g., if the bid submission deadline is 18:00 hrs on 05.03.2021, the online bid opening will be conducted on 08.03.2021. In case of the above deadline being a holiday, the bids will be opened on the next working day.</p>	<p>Bid opening (online) will be done only after the deadline for submission of pass-phrases in the ETS portal.</p> <p>For e.g., if the bid submission deadline is 18:00 hrs on 05.05.2021, the online bid opening will be conducted on 07.05.2021. In case of the above deadline being a holiday, the bids will be opened on the next working day.</p>
21.	Format-7.1, Covering Letter	..., Section-III of this RfS on issue of LoA by SECI for the selected Projects and/ or we are not able to sign PPA with SECI within 30 days of issue of LOA by SECI for the selected Projects, ...	..., Section-III of this RfS on issue of LoA by SECI for the selected Projects and/ or we are not able to sign PPA with SECI within 60 days of issue of LOA by SECI for the selected Projects, ...
22.	Format-7.8A	...We further declare that we have read the provisions of Clause 37.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020, including subsequent amendments and clarifications thereto. ...	...We further declare that we have read the provisions of Clause A.4. of Section IV 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. ...

Amendments in the PPA document

1.	1.1 “Appropriate Commission”	Unless otherwise stated, Appropriate Commission shall mean Central Electricity Regulatory Commission;	Appropriate Commission shall mean Rajasthan Electricity Regulatory Commission;
2.	1.1 “Contracted Capacity”	shall mean [Insert capacity] MW contracted with SECI for supply by the SPD to SECI at the Delivery Point from the Solar Power Project. It shall be equal to the Project Capacity as defined;	shall mean [Insert the capacity] MW, which is the AC capacity contracted with SECI for supply by the SPD to SECI at the Delivery Point from the Solar Power Project. It shall be equal to the Project Capacity as defined.
3.	2.1.1	This Agreement shall come into effect from (Enter the date as on 30 th day of the issuance of Letter of Award to the SPD, or any further date, as applicable) and such date shall be referred to as the Effective Date.	This Agreement shall come into effect from (Enter the date as on 60 th day of the issuance of Letter of Award to the SPD, or any further date, as applicable) and such date shall be referred to as the Effective Date.
4.	4.1.1.(I)	...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.	...The cells and modules used in the Project shall be sourced only from the models and manufacturers included in the List-I and/or List-II as published by MNRE under its O.M. dated 10.03.2021 on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications, and updated anytime between the bid submission deadline upto the date of commissioning of the respective part capacity of the Project.
5.	4.5.3	In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5. ...	In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 11.10. ...

	5.1.8	<p>.....</p> <p>Early part commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. However, in case the entire capacity is commissioned prior to SCD, SECI may purchase the generation at PPA Tariff. 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.</p> <p>.....</p>	<p>.....</p> <p>Early commissioning of the Project will be allowed solely at the risk and cost of the SPD. In case of early part or full commissioning of the Project, SECI shall purchase the energy from such early commissioned Project @ 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and @ 75% of the PPA tariff plus trading margin. While calculating the above value of 75% of the PPA tariff, the digits after 2 decimal places will be ignored. For eg., in case the value of 75% of the PPA tariff is calculated as 2.4567/kWh, the tariff applicable for purchase in case of early commissioning will be read as Rs. 2.45/kWh. 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.</p> <p>.....</p>
6.	11.2	<p>Modified as follows:</p> <p>Force Majeure Events</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</p>	

		affecting delivery of power from SPD to Buying Entity(ies).	
7.	11.10	<p>Modified as follows:</p> <p>Available Relief & Termination Due to Force Majeure Event</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 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> <ul style="list-style-type: none"> i. no Termination Compensation shall be payable to the SPD. ii. the SPD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event 	
8.	13.4	<p>.....</p> <p>In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Buying Entity.</p>	<p>....</p> <p>In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the by the entity due to whose failure, the termination was triggered.</p>
9.	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>
10.	4.1.1.a)	<p>..... 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 SPD.....</p>	<p>..... Whenever leasing of private land is involved, the lease should allow creation of a charge/ mortgage/ security interest in favour of the Project lenders/ investors/ third party investors in case of default of the SPD/WPD in relation to the PPA or loan agreement.....</p>

Amendments in the PSA document

1.	Schedule B	Energy committed by the SPDs as per their covering letters and subsequent mails- 680 MW Solar PV Power Projects in Rajasthan	Energy committed by the SPDs as per their covering letters and subsequent mails- 1785 MW Solar PV Power Projects in Rajasthan
2.	Recital V	Subject to the terms and conditions contained herein and in ration of power purchase requirement as determined by Government of Rajasthan, SECI hereby agrees to sell and make available the electricity procured by SECI...	Subject to the terms and conditions contained herein and based on the power purchase requirement as determined by Government of Rajasthan, SECI hereby agrees to sell and make available the electricity procured by SECI...
3.	Recital XI	The parties hereby agree that the Liquidated Damages are payable by SPD under the SECI-SPD PPA for the delay in the commissioning of the Solar PV Projects and for short supply of the contracted capacity of the Solar Power. Buying Entity shall not be entitled to make any deductions towards the claim of liquidated damages against any payment due to SECI and all such other payments shall be made by Buying Entity by the Due Dates, notwithstanding the status of the pending claims on liquidated damages. The Parties agree that as an intermediary, SECI shall have no legal obligation to pay any amount towards liquidated damages except when the amount of such liquidated damages has been recovered from the SPD by SECI without any conditions and encumbrances and the amount is available for appropriation by SECI.	The parties hereby agree that the SPD shall be liable to pay compensation under the SECI-SPD PPA for shortfall in energy supply from the contracted energy on an annual basis. The amount of such compensation shall be as determined by the respective State Electricity Regulatory Commission of the corresponding Buying Entity/ any such Authority, and such compensation shall ensure that the Buying Entity is offset for all potential costs associated with low generation and supply of power under the PPA. However, the minimum compensation payable to SECI by the SPD shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff. This amount so collected from the SPD shall be passed on to the Buying Entity. In case the Buying Entity does not avail the remittance of such compensation within sixty (60) days of the end of corresponding Contract Year, the Buying Entity shall have a right to recover the same from the amount payable by Buying Entity against Monthly Invoices. The Parties agree that as an intermediary, SECI shall have no legal obligation to pay any amount towards this compensation, except when the amount of such compensation has been recovered from the SPD by SECI without any conditions and encumbrances and the amount is available for appropriation by SECI.

4.	2.3	In the event of payment of a Monthly Bill by the Buying Entity beyond the Due Date, a Late Payment Surcharge shall be payable by the Buying Entity to SECI at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by SECI through the supplementary bills.	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 payment outstanding after the Due Date, 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. The Late Payment Surcharge shall be claimed by SECI through the supplementary bills.
5.	2.6	State Government Guarantee Addendum to the clause	It is hereby clarified that the State Government guarantee shall be invoked only after SECI has been unable to recover its dues under the PPA by means of the Letter of Credit and the Payment Security Fund, if any.
6.	2.7	Payment Security Fund	Not Used.
7.	2.11.1	The Buying Utility may identify the energy procured from the SPD Delivery Point to meet its renewable purchase obligations (as mandated by the Appropriate Commission). Provided that the renewable purchase obligation of the Buying Utility shall be considered to be met by the Buying Utility only if there is no payment default for such energy procured by the Buying Utility and a certificate to such effect shall be provided by SECI to the Buying Utility.	The Buying Utility may identify the energy procured from the Delivery Point to meet its renewable purchase obligations (as mandated by the Appropriate Commission).
8.	2.13	It is hereby clarified that for the purpose of Article 2.13 "generation" shall mean scheduled/actual energy as applicable based on Energy Accounts.	It is hereby clarified that for the purpose of Article 2.13 "generation" shall mean energy as applicable based on Energy Accounts.
9.	3.4	..... In the event of termination of PPA/PSA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Buying Entity.	..... In the event of termination of PPA/PSA, any damages or charges payable to the STU/CTU, for the connectivity of the plant, shall be borne by the entity due to whose failure, the termination was triggered.

FORMAT-7.8 of the RfS (Revised)

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref.No. _____

Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

Sub: Response to RfS No. _____ dated _____ for Selection of Solar Power Developers
for Setting up of 1785 MW Grid Connected Solar PV Power Projects in Rajasthan (Tranche-IV)

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ 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 A.4, Section IV 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 while submitting our response to RfS, we have taken cognizance of the O.M. dated 10.03.2021 issued by MNRE on the Subject "Approved Models and Manufacturers of Solar

Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg”, including its subsequent amendments and clarifications issued until the bid submission deadline, and that the cells and modules used in our Project(s) installed under this RfS shall be contained in the List-I (Modules) and/or List-II (Cells) as issued by the MNRE as per the timelines indicated in the above O.M.

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.

FORMAT-7.8 A of the RfS (Revised)

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/ Lead Member of Consortium)

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited
6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110 023

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 A.4, Section IV 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 while submitting our response to RfS, we have taken cognizance of the O.M. dated 10.03.2021 issued by MNRE on the Subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg”, including its subsequent amendments and clarifications issued until the bid submission deadline, and that the cells and modules used in our Project(s) installed under this RfS shall be contained in the List-I (Modules) and/or List-II (Cells) as issued by the MNRE as per the timelines indicated in the above O.M.

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.

ARTICLE 12 of the PPA (Revised)

ARTICLE 12: CHANGE IN LAW

12.1 Definitions

In this Article 12, the following terms shall have the following meanings:

12.1.1 In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events (which has pan-India impact including state of Buying Entities) pertaining to this project only after **[Insert last date of bid submission]** 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 Solar Power Developer; or (v) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the solar power project and supply of power from the Project by the SPD which have a direct effect on the Project.

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 SPD.

For avoidance of any doubt in case Project as well as Buying Entities are located in the different States, it is clarified that any aforementioned Events is the result of action/ inaction/ omission/ commission by the Government of the State wherein Project is located, such event shall not qualify for the compensation under this Clause.

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 Project Cost (**i.e. cost incurred by the SPD towards supply and services only for the Project concerned, upto the Actual Commissioning Date of the last part capacity or Scheduled Commissioning Date or extended Scheduled Commissioning Date, whichever is earlier, for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be**), then, in order to ensure that the SPD/SECI/Buying Utility(ies) is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the SPD/SECI/Buying Utility(ies) shall be entitled to compensation by the other party, as the case may be, as per following methodology as per Article 12.2.1.

For example, in case the Actual Commissioning Date of the last part capacity is 15.04.2022, Scheduled Commissioning Date is 15.03.2022 and extended Scheduled Commissioning Date is 01.04.2022, the Project Cost shall be determined as the cost incurred by the SPD upto 01.04.2022.

12.1.3 The quantum of compensation payment on account of Change in Law shall be provided to the affected party by the other party as per Article 12.2.2, subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff by the Appropriate Commission and any decision in this regard shall be governing on SPD and Buying Entity.

It is clarified that, any introduction of new tax/duty/cess made applicable for setting up the solar power project and supply of power from the Solar Power project by the SPD which have a direct effect on the Project, resulting in change in Project Cost, will also qualify under "Change in Law" as per timeline and procedure indicated under Article-12.

It is further clarified that, applicability of Safeguard Duty on "Solar Cells whether or not assembled in modules or panels" which is till 29.07.2021, if gets extended and has a direct

effect on the Project, resulting in change in Project Cost, such extension will also qualify under “Change in Law” as per timeline and procedure indicated under Article-12.

12.2 Relief for Change in Law

12.2.1 On the occurrence of a Change in Law event, the monthly tariff shall be adjusted in accordance with the principle that the affected party is compensated so as to restore it to the same economic position as if such Change in Law had not occurred.

12.2.2 Every net increase/decrease of Rs.1 lakh per MW in the Project Cost shall be liable for corresponding increase/decrease of an amount equal to Rs 0.005 /kWh.

Any such change, shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored.

For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/kWh, it shall be modified as Rs. 0.146/kWh

12.2.3 The pass through will happen in an expeditious manner within a maximum of 30 days of occurrence of the Change in Law event. The pass through shall be on a per unit of electricity basis and shall be recovered along with the Tariff and shall be a part of Tariff. This increase/decrease in tariff due to the change in cost of solar PV modules shall be limited to actual DC capacity or 150% (One hundred and fifty percent) of the Contracted Capacity, whichever is lower.

12.2.4 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.

12.2.5 Pursuant to Articles 12.2.2 and 12.2.3, within 30 days of the pass through coming into effect, the SPD/SECI/Buying Entity shall submit the relevant documents/calculation sheets to the Appropriate Commission for truing up the rate of pass through per unit. The Appropriate Commission will 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.

12.2.4 In case Change in Law results in delay in commissioning or supply of power, where cause and effect between these two can be clearly established, the SECI under intimation to the Buying Entities may provide suitable time-extension in Scheduled Commissioning Date or Scheduled Date of Commencement of Supply of Power, as the case may be.

12.2.5 In the event of any decrease in the project cost by the SPD or any income to the SPD on account of any of the events as indicated above, SPD shall pass on the benefit of such reduction at a rate as provided in Article 12.2.3 to SECI which shall be further passed on to the Buying Entity. In the event of the SPD 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 1st Monthly Tariff Payment Bill, SPD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.3 Notification of Change in Law

12.3.1 If the SPD 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 this Article 12.3.1 and 12.1.3, shall provide, amongst other things, precise details of the Change in Law and its effect on the Project Cost, supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost.