

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/12/0006/Amendment-01

Dated 24.05.2022

Amendment-01 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 document			
1.	8.1 The WPDs are free to install additional wind turbines to account for auxiliary consumption in the Projects.	<p>..... The WPDs are free to install additional wind turbines in the Projects, <u>subject to the following conditions:</u></p> <ol style="list-style-type: none"> Details of the overall Project configuration, including details of additional capacity that WPD is proposing to install in the Project, must be provided within 30 days of issuance of LoA. Excess generation on account of the above additional installed capacity shall be treated in line with provisions of Article 4.4.2 of the PPA. The WPD will undertake that such installed capacity over & above the contracted capacity would not cause any disturbance in the grid system, at no instance, power more than the contracted capacity under the PPA would be injected into the grid, and they will always comply with the terms of the PPA in this regard. This undertaking will be submitted to SECI/CTU, to be intimated by SECI at the time of Project commissioning. With Connectivity to the ISTS being a technical requirement, the WPD should inform the entire capacity that is proposed to be installed along with all the data/models (individual as well as aggregated) to CTU/POSOCO. All the WTGs shall comply with all the technical requirements specified in CEA

			<p>“Technical Standards for Connectivity to the Grid, 2007” and subsequent amendments.</p> <p>f. At all-times, the WPD shall have to follow the applicable Indian Electricity Gird Code/Rules/Regulation/Procedures issued by MoP/CEA/CERC/CTU/ POSCOS for all WTGs, including additional WTGs, installed under the Project.</p> <p>g. As specified in CERC approved “Procedure for Implementation of the Framework on Forecasting, Scheduling and Imbalance Handling for Renewable Energy (RE) Generating Stations including Power Parks based on Wind and Solar at Inter-State Level”, each single WTG level data shall be provided by WPD to CTU/POSOCO, for all the turbines installed in the Project.</p> <p>h. Developer would be permitted Connectivity/LTA as per the applications to CTU. In case of installation of any excess capacity beyond the quantum for which Connectivity/LTA has been sought, the WPD would be required to capture all details of the same in their CON-4 application and CON-5 would be issued accordingly. It shall be ensured that such excess capacity added, fully complies with CEA (Technical Standards for connectivity to the Grid) Regulations 2007 (as amended) and all mandated documents/test reports shall be furnished in support of above.</p> <p>i. This additional installation of WTGs is a prerogative of the WPD to utilize their AC infrastructure optimally. Financial implications of applicability of relevant provisions of the PPA, i.e. Liquidated Damages, relief on account of Change in Law, etc. will be governed by the Contracted Capacity only.</p>
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			j. In case, 100% Contracted Project capacity is being planned for commissioning in one batch itself, then additional installed capacity must also be commissioned with that batch. In case, 100% contracted project capacity is being planned for commission in parts/batches, then all the additional capacity shall be processed for commissioning along with the last part of commissioning of contracted capacity. No separate commissioning activity will be undertaken by SECI for declaring commissioning of additional capacity over and above the contracted capacity.
2.	10.	Delay in Commissioning on Account of Delay in LTA Operationalization Addendum to the clause	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&R dated 30.11.2021, and subsequent amendments/clarifications thereto.
3.	16.c.	WPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 30 days of Effective Date of PPAs.	WPDs are advised to apply for necessary MoD clearances for all WTGs proposed to be installed in Project within <u>90 days of Effective Date of PPAs and forward the copies of application to SECI within 07 days of filing the applications.</u>
4.	18.1	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 33.15 Lakh/MW/Project (Rs.33,15,000/MW/Project) prior to signing of PPA...	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ <u>INR 19.89 Lakh/MW/Project</u> (Rs.19,89,000/MW/Project) prior to signing of PPA...
5.	20	Clause modified as follows: Integrity Pact (IP) In respect of this project, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with you, as per Format 7.11. The names of Independent External Monitor(s) (IEMs) who have been appointed by Employer, in terms of Integrity Pact (IP) which will form a part of the Employer Contracts are: a) Dr. Varesh Sinha, IAS (Retd.), E Mail Id: vareshsinha@gmail.com	

		<p>b) Shri Bimal Julka, IAS (Retd.), E Mail Id: bimaljulka1955@gmail.com</p> <p>The above-mentioned IEMs are authorized to examine/consider all references made to it under this tender/Contract. The contractor, in case of any dispute(s)/complaint(s) pertaining to this project may raise the issue either with the designed Nodal Officer in SECI or directly with the IEM at SECI office at following Address: Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India Kind Attn.: AGM (C& P) Telephone No.: - 0091-(0)11-71989220 Fax No.: - 0091-(0)11-71989243 E-mail: - contracts@seci.co.in</p> <p>The Independent External Monitor (IEM) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality.</p> <p>The Nodal officer for necessary coordination in this regard shall be as under:</p> <p>(i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department. (ii) Head of concerned Department: For issues pertaining to other departments.</p>
6.	21.2	<p>..... Further, for each Project, the bidder shall provide hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA.....</p> <p>..... Further, for each Project, the bidder shall provide <u>a tentative</u> hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA.....</p>
7.	25.6	<p>Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to SECI. <u>Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.</u></p> <p>Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to SECI.</p>

8.	26.xii.	Break-up of the Preliminary Estimate of Cost of Project as per Format 7.11 (separately for each project).	<u>Signed Integrity Pact between SECI and the Bidding Company</u> as per Format 7.11 .
9.	26.xiii.	New Clause	Break-up of the Preliminary Estimate of Cost of Project as per Format 7.12 (separately for each project).
10.	Format 7.11	Format for Preliminary estimate of cost of wind power project has been renumbered as Format 7.12.	
Amendments in the PPA document			
1.	3.3.1	... PBG/POI until 12 months after the SCD, submitted for a value of Rs. 33.15 Lakh/MW under this Agreement PBG/POI until 12 months after the SCD, submitted for a value of <u>Rs. 19.89 Lakh/MW (Rs.19,89,000/MW)</u> under this Agreement ...
2.	4.1.1(g)	maintaining its controlling shareholding (controlling shareholding shall mean more than 50% of the voting rights and paid-up share capital) prevalent at the time of signing of PPA up to a period of one (1) year after Commercial Operation Date of the Project in line with Clause 3.20 of the RfS; <u>However transfer of controlling shareholding within the same Group Companies will be allowed with the permission of SECI after COD subject to the condition that the management control remains within the same Group Companies; and</u>	maintaining its controlling shareholding (controlling shareholding shall mean more than 50% of the voting rights and paid-up share capital) prevalent at the time of signing of PPA up to a period of one (1) year after Commercial Operation Date of the Project in line with Clause 3.20 of the RfS;
3.	4.2.6In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the Project is granted extension in the SCD on account of Force Majeure, or for delay on the part of the transmission provider in providing the transmission even after having taken the requisite steps in time; or on account of delays on the part of any Government Agency, and the Project is commissioned before the extended SCD; it will get benefit of waiver of inter-state transmission charges....In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the Project is granted extension in the SCD on account of Force Majeure, or for delay on the part of the transmission provider in providing the transmission even after having taken the requisite steps in time; or on account of delays on the part of any Government Agency, and the Project is commissioned before the extended SCD; it will get benefit of waiver of inter-state transmission charges, <u>in line with the OM issued by the MoP vide No. 23/12/2016-R&R dated 30.11.2021 and subsequent amendments/clarifications thereto.....</u>

4.	4.5.2	Addendum to the Article	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&R dated 30.11.2021, and subsequent amendments/clarifications thereto.
5.	5.1.9	<p>New Article</p> <p>Installation of additional capacity of wind turbines</p> <p>The WPD is free to install additional wind turbines in the Project, subject to the following conditions:</p> <ol style="list-style-type: none"> Details of the overall Project configuration, including details of additional capacity that WPD is proposing to install in the Project, must be provided within 30 days of issuance of LoA. Excess generation on account of the above additional installed capacity shall be treated in line with provisions of Article 4.4.2 of the PPA. The WPD will undertake that such installed capacity over & above the contracted capacity would not cause any disturbance in the grid system, at no instance, power more than the contracted capacity under the PPA would be injected into the grid, and they will always comply with the terms of the PPA in this regard. This undertaking will be submitted to SECI/CTU, to be intimated by SECI at the time of Project commissioning. With Connectivity to the ISTS being a technical requirement, the WPD should inform the entire capacity that is proposed to be installed along with all the data/models (individual as well as aggregated) to CTU/POSOCO. All the WTGs shall comply with all the technical requirements specified in CEA “Technical Standards for Connectivity to the Grid, 2007” and subsequent amendments. At all-times, the WPD shall have to follow the applicable Indian Electricity Grid Code/Rules/Regulation/Procedures issued by MoP/CEA/CERC/CTU/ POSCOS for all WTGs, including additional WTGs, installed under the Project. As specified in CERC approved “Procedure for Implementation of the Framework on Forecasting, Scheduling and Imbalance Handling for Renewable Energy (RE) Generating Stations including Power Parks based on Wind and Solar at Inter-State Level”, each single WTG level data shall be provided by WPD to CTU/POSOCO, for all the turbines installed in the Project. Developer would be permitted Connectivity/LTA as per the applications to CTU. In case of installation of any excess capacity beyond the quantum for which Connectivity/LTA has been sought, the WPD would be required to capture all details of the same in their CON-4 application and CON-5 would be issued accordingly. It shall be ensured that such excess capacity added, fully complies with CEA (Technical 	

		<p>Standards for connectivity to the Grid) Regulations 2007 (as amended) and all mandated documents/test reports shall be furnished in support of above.</p> <p>i. This additional installation of WTGs is a prerogative of the WPD to utilize their AC infrastructure optimally. Financial implications of applicability of relevant provisions of the PPA, i.e. Liquidated Damages, relief on account of Change in Law, etc. will be governed by the Contracted Capacity only.</p> <p>j. In case, 100% Contracted Project capacity is being planned for commissioning in one batch itself, then additional installed capacity must also be commissioned with that batch. In case, 100% contracted project capacity is being planned for commission in parts/batches, then all the additional capacity shall be processed for commissioning along with the last part of commissioning of contracted capacity. No separate commissioning activity will be undertaken by SECI for declaring commissioning of additional capacity over and above the contracted capacity.</p>
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(This format is for reference purpose only. The scanned version of the format, duly signed by SECI's authorized signatory, is available on the ETS portal as addendum to the RfS. Bidders are required to submit signed and scanned copy of the document available on ETS portal)

INTEGRITY PACT

Between

Solar Energy Corporation of India

having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar,
New Delhi-110023, India

hereinafter referred to as

"SECI",

and

[Insert the name of the Sole Bidder/all members of the of Joint Venture/Consortium]

having its Registered Office at _____

(Insert full Address/Lead member address in case of Joint Venture/Consortium)

and

[Insert the name of all members of the Joint Venture/Consortium, as applicable]

having its Registered Office at _____

(Insert full Address/ Lead member address in case of Joint Venture/Consortium)

hereinafter referred to as

"The Bidder/Contractor"

Preamble

SECI intends to award, under laid-down organisational procedures, contract(s) for _____ *[Insert the name of the tender/package]* _____ Package and NIT Number _____ SECI values full compliance with all *[Insert Specification Number of the package]* relevant laws and regulations, and the principles of economical use of resources,

and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, SECI and the above-named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of SECI

- (1) SECI commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of SECI, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) SECI will, during the tender process treat all Bidder(s) with equity and fairness. SECI will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) SECI will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If Managing Director obtains information on the conduct of any employee of SECI which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to SECI, or to any of SECI's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders/Contractors. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non-submission of bids, bid rigging or other actions restricting

competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.

- c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by SECI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) Bidders will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act
 - e) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - f) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - g) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of SECI.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, SECI may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, SECI may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, SECI may revoke the exclusion

prematurely. However, decision of SECI in this regard shall be final and binding on the bidder/Contractor.

Section IV - Liability for violation of Integrity Pact

- (1) If SECI has disqualified the Bidder from the tender process prior to the award under Section III, SECI may forfeit the applicable Bid Security/Earnest Money Deposit under the Bid.
- (2) If SECI has terminated the contract under Section III, SECI may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders / Contractors

- (1) SECI will enter into agreements with identical conditions as this one with all Bidders.
- (2) SECI will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If SECI obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if SECI has substantive suspicion in this regard, SECI will inform the Chief Vigilance Officer (CVO).

Nothing mentioned hereinabove may deem to restrict the right of SECI, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders/ contractors to initiate necessary action under the Competition Laws for the time being in force.

(*) Section VIII - Independent External Monitor/Monitors

- (1) SECI has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, details of which has been indicated in the tender document.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, SECI, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints

arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Managing Director, SECI, giving joint findings.

- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, SECI.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of SECI related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) SECI will provide to the IEM information as sought by him which could have an impact on the contractual relations between SECI and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing Director, SECI and request the Managing Director, SECI to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to SECI and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to SECI.
- (7) The IEM will submit a written report to the Managing Director, SECI within 8 to 10 weeks from the date of reference or intimation to him by SECI and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Managing Director, SECI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, SECI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word ‘IEM’ would include both singular and plural.
- (*) *This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I: Invitation for Bids and/or Clause ITB ... in Section – III: Bid Data Sheets of Conditions of Contract, Section-3 of the RfS.*
- (10) A bidder/Contractor signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure

of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of SECI.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the **CVO/IEM[#]** in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

*# CVO shall be applicable for packages wherein IEM are not identified in the bidding document
IEM shall be applicable for packages wherein IEM are identified in the bidding document.*

- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____

(For & On behalf of SECI)

(Signature) _____

**(For & On behalf of Bidder/ Partner(s) of
Joint Venture/Consortium/ Contractor)**

(Office Seal)

(Office Seal)

Name: _____

Name: _____

Designation: _____

Designation: _____

Witness 1 : _____

Witness 1 : _____

(Name & Address) _____

(Name & Address) _____

Witness 2 : _____
(Name & Address) _____

Witness 2 : _____
(Name & Address) _____

