

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

Ref No. SECI/C&P/IPP/13/0004/22-23/Amendment-01

Dated: 05.11.2022

Amendment-01 to RfS for Selection of RE Power Developers for Supply of 2250 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-III).			
RfS No. SECI/C&P/IPP/13/0004/22-23 dated: 02.09.2022			
Sr. No.	Clause /Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	Section I, Cl.6.3	New Clause	It may be noted that the RE Component of the allotted Project may be relocated by the RPD until SCD. However, such location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS
2.	Section I, Cl. 9.2 (b) (for e.g., if SCD of the Project is 07.10.2024, then the above deadline for Project commissioning shall be 07.04.2024). (For e.g., if SCD of the Project is 07.10.2024, then the above deadline for Project commissioning shall be (07.04.2025).
3.	Section II, Cl.9.2 (d)	In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.	In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity. Under such circumstances also rated capacities of the RE and non-RE components to be commissioned shall maintain the ratio of the RTC configuration for the entire Contracted Capacity as per the PPA.
4.	Section III 21.1 The PPA shall be signed within 60 days from the date of issuance of Letter of Award (LoA), if not extended by SECI (for eg. if the LoA is dated 07.09.2022, then the last date of signing of PPA shall be on or before 06.11.2022, The PPA shall be signed within 30 days from the date of issuance of Letter of Award (LoA), if not extended by SECI (for e.g. if the LoA is dated 07.12.2022, then the last date of signing of PPA shall be on or before 06.01.2023,
5.	Section III 21.5	Successful bidders will have to submit the required documents to SECI within 70 days from the issue	Successful bidders will have to submit the required documents to SECI within 20 days from the issue of LoA. In case of delay in

		of LoA. In case of delay in submission of documents beyond the period as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date as on 60 days from the date of issue of LoA, or the date of signing of PPA, whichever is later (for example, if the date of LoA is 07.09.2022, the Effective Date will be 06.11.2022 or date of signing of PPA, whichever is later). Subsequent to expiry of the 60-day period after the issuance of LoA,	submission of documents beyond the period as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date as on 30 th days from the date of issue of LoA, or the date of signing of PPA, whichever is later (for example, if the date of LoA is 07.12.2022, the Effective Date will be 06.01.2023 or date of signing of PPA, whichever is later). Subsequent to expiry of the 30-day period after the issuance of LoA.
6.	Definitions, 45.19	“EFFECTIVE DATE” shall mean the date as on 60th day from the date of issuance of Letter of Award (LoA), or any other date as applicable, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties.	“EFFECTIVE DATE” shall mean the date as on 30th day from the date of issuance of Letter of Award (LoA), or any other date as applicable, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties.
Amendments in the PPA document			
7.	3.2.4 shall be extended for the period of existence of such Force Majeure event. Further, any delay in adoption of tariff by the Appropriate Commission, beyond the timelines as indicated in Article 2.1.5, shall entail a corresponding extension in the deadline as stipulated in Article 2.1.5. shall be extended for the period of existence of such Force Majeure event. Further, any delay in adoption of tariff by the Appropriate Commission, beyond the timelines as indicated in Article 2.1.4, shall entail a corresponding extension in the deadline as stipulated in Article 2.1.4.
8.	4.2.6	Addendum to the Clause	Treatment of power supplied from the ESS component, with respect to waiver of ISTS charges and losses, shall be governed by the applicable Rules/Orders issued by Ministry of Power/MNRE, read in conjunction with CERC’s Orders and Regulations notified in this regard. Further, it is clarified that in case commissioning of the ESS component of the RTC configuration gets delayed beyond the applicable date of waiver of ISTS charges and losses due to reasons solely attributable to the

			RPD, the liability of inter-state transmission charges and losses will be borne by the RPD.				
9.	4.6.2	<p>..... In case, the Commissioning of the Project is delayed beyond 6 months after the SCD, the Contracted Capacity shall stand reduced / amended to the capacity commissioned within 6 months after the SCD and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity. However, SECI has the full right to give extension to RPDs beyond the time line as mentioned above in case reason of delay is beyond the reasonable control of RPD.</p>	<p>..... In case, the Commissioning of the Project is delayed beyond 6 months after the SCD, the Contracted Capacity shall stand reduced / amended to the capacity commissioned within 6 months after the SCD and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity.</p> <p>Under such circumstances also rated capacities of the RE and non-RE components to be commissioned shall maintain the ratio of the RTC configuration for the entire Contracted Capacity as per the PPA.</p> <p>However, SECI has the full right to give extension to RPDs beyond the time line as mentioned above in case reason of delay is beyond the reasonable control of RPD.</p>				
10.	4.10.1 (b)	<p>Table modified as follows:</p> <table border="1"> <thead> <tr> <th>Reduced Off-take</th> <th>Provision for Generation Compensation</th> </tr> </thead> <tbody> <tr> <td></td> <td> <p>Generation compensation=</p> <p>(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 Off-take However, any gain realized by the RPD, by third party sale or sale in the power exchange as price taker for such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, on monthly basis:</p> <p>(a) For RE Power: 90% of realization after deducting actual expenses, if any, in such sale</p> <p>(b) For Non-RE Power:</p> <ul style="list-style-type: none"> i. Payment to the RPD of upto 3 paise/unit. ii. Recovery of fixed charges by the RPD. iii. Liquidation of overdue amount iv. The balance shall be shared in the ratio of 50:50 between SECI and the RPD. </td> </tr> </tbody> </table>		Reduced Off-take	Provision for Generation Compensation		<p>Generation compensation=</p> <p>(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 Off-take However, any gain realized by the RPD, by third party sale or sale in the power exchange as price taker for such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, on monthly basis:</p> <p>(a) For RE Power: 90% of realization after deducting actual expenses, if any, in such sale</p> <p>(b) For Non-RE Power:</p> <ul style="list-style-type: none"> i. Payment to the RPD of upto 3 paise/unit. ii. Recovery of fixed charges by the RPD. iii. Liquidation of overdue amount iv. The balance shall be shared in the ratio of 50:50 between SECI and the RPD.
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11.	5.1.9	New Article	The RPDs will be free to reconfigure and repower various components of the RTC				

			configuration from time to time during the PPA duration, pursuant to Clause 21.2 of the RfS. However, SECI will be obliged to buy power only upto the Contracted Capacity as per this Agreement.
12.	Article 9.1	... In case of any change in the distance range during the Term of the PPA, the tariff escalation 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. It is clarified that this clause will be applicable for all cases of change in non-RE tie-up, including the scenario of scheduled maintenance, wherein the RPD chooses to supply power from an alternate source for a few days.	... In case of multiple changes in the distance range during the Term of the PPA, the tariff escalation rates applicable for the previous and modified distance ranges as prevailing at the time of the bid submission by the RPD/Bidding Company of the RPD, will be considered, and the lower of two escalation rates will be levied for tariff payment. It is clarified that this clause will be applicable for all cases of change in non-RE tie-up, including the scenario of scheduled maintenance, wherein the RPD chooses to supply power from an alternate source for a few days.

Amendments in the PSA document

13.	3.2	<p>Article modified as follows:</p> <p><u>SECI's Event of Default</u></p> <p>The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a SECI's Event of Default:</p> <ul style="list-style-type: none"> (i) SECI fails to supply power to the Delivery Points for a continuous period of one year. (ii) if (a) the SECI becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the SECI, or (c) the SECI goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, Provided that a dissolution or liquidation of the SECI will not be a SECI's Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the SECI and expressly assumes all obligations of the SECI under this Agreement and is in a position to perform them; or (iii) SECI repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from Buying Entity in this regard; or (iv) except where due to any Buying Entity's failure to comply with its material 	
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14.	Article 3.3	<p>Article modified as follows:</p> <p>Procedure for cases of Event of Default</p> <p>3.3.1 Upon the occurrence and continuation of any Event of Default under Article 3.1 and 3.2, the Party affected by such occurrence SECI shall have the right to deliver to the other Party a notice, stating its intention to terminate this Agreement (SECI Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.</p> <p>3.3.2 Following the issue of Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.</p> <p>3.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.</p> <p>3.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the affected Party may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the other Party.</p> <p>3.3.5 Subject to the occurrence and continuation of default by as contained under Article 3.1 and 3.2 and before expiry of time period of 30 days as per Article 3.3.4 of this Agreement.</p> <p>3.3.6 In case of Buying Entity’s Event of Default, subject to the prior consent of SECI, the Buying Entity shall novate its part of the PSA to any third party, including its Affiliates within the period of 210 days beyond the period as per Article 3.3.4.</p> <p>3.3.7 In the event the aforesaid novation is not acceptable to SECI, or if no offer of novation is made by the defaulting Buying Entity within the stipulated period as per Article 3.3.6, then SECI may terminate the PSA and at its discretion require the defaulting Buying Entity to either:</p> <p>(i) takeover the Project assets by making a payment of the termination</p>

		<p>compensation equivalent to the amount of the debt due and the 110% (one hundred and ten per cent) of the adjusted equity to RPD less Insurance Cover, if any as per PPA, or</p> <p>(ii) pay to the RPD/SECI, damages, amount equivalent to the last 6 (six) months' average billing, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the RPD.</p> <p>3.3.8 In the event of occurrence of an RPD Event of Default under the SECI-RPD PPA, the RPD shall be liable to pay to SECI, liquidated damages, as provided in the PPA for failure to commission within stipulated time and failure to supply power in terms of the PPA. For other cases, the RPD shall be liable pay to SECI/Buying Entity, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity. SECI/Buying Entity shall have the right to recover the said damages by way of forfeiture of bank guarantee/ Payment on Order Instrument, if any, without prejudice to resorting to any other legal course or remedy.</p> <p>3.3.9 In addition to the levy of damages as aforesaid, the lenders in concurrence with the Buying Entity and SECI, may exercise their rights, if any, under Financing Agreements, to seek substitution of the RPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the RPD and performing the obligations of the RPD. However, in the event the lenders are unable to substitute the defaulting RPD 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 any substitution under this Agreement can only be made with the prior consent of SECI including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by SECI and accepts the terms and conditions of this Agreement.</p>		
15.	Article 3.3	Current Articles 3.3 and 3.4 to be renumbered as Articles 3.4 and 3.5 respectively. Modifications in cross-linkage of Articles, if any, will be carried out prior to signing of PSA.		
16.	Article 3.5	<table border="1"> <tr> <td>..... 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.</td> <td>..... In the event of termination of PPA/PSA on account of Event of Default by the Buying Entity, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Buying Entity.</td> </tr> </table> 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 on account of Event of Default by the Buying Entity, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Buying Entity.
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