

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/12/0001/23-24/Amendment-01

Dated 30.10.2023

Amendment-01 to RfS for Selection of Wind Power Developers for Setting up of 1300 MW ISTS-connected Wind Power Projects in India under Tariff-Based Competitive Bidding (Tranche-XV)

RfS No. SECI/C&P/IPP/12/0001/23-24 dated 12.08.2023

S. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
1.	General	<p>1. The terms “RPD/SPD/HPD” mentioned anywhere in the RfS, PPA and PSA documents shall be read as “WPD”.</p> <p>2. In case the Buying Entity is located in the same State where the WPD is located, the WPD may choose to interconnect the Project at the STU/InSTS Substation at a minimum voltage level as per the applicable State regulations. The relevant provisions of the RfS, PPA and PSA documents referring to ISTS Substations as the Delivery Points shall also mean STU/InSTS substations, wherever applicable.</p>	
Amendments in the RfS document			
1.	1.6	Bidders who have already commissioned RE plants/storage plants or are in process of constructing such plants and have untied capacity may also participate under this RfS. In such case, they will be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commencement of Supply Date (SCSD). It is clarified that the Bidders who have already signed PPAs with SECI as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective project(s).	Bidders who have already commissioned Wind power projects or are in process of constructing such plants and have untied capacity may also participate under this RfS. In such case, they will be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commencement of Supply Date (SCSD), pursuant to Clause 11 of the RfS. It is clarified that the Bidders who have already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or with any State-owned Distribution Company (DISCOM) as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective project(s).
2.	2.8	New Clause	SECI has issued this RfS in the capacity of “Intermediary Procurer” as defined in the aforementioned Guidelines. SECI may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify

			compliance of quality standards.															
3.	4.1	Addendum to the Clause SECI shall allocate and tie-up additional capacity up to 700 MW under ‘Greenshoe Option’ in accordance with Clause 45 of the RfS. The break-up of the Greenshoe capacities among the 3 States is as follows: <table><tr><th>S.No.</th><th>State where Delivery Point is located</th><th>Maximum Capacity to be awarded under ‘Greenshoe Option’ under this RfS</th></tr><tr><td>1.</td><td>Tamil Nadu</td><td>100</td></tr><tr><td>2.</td><td>Telangana</td><td>300</td></tr><tr><td>3.</td><td>Madhya Pradesh</td><td>300</td></tr><tr><td></td><td>Total</td><td>700</td></tr></table>		S.No.	State where Delivery Point is located	Maximum Capacity to be awarded under ‘Greenshoe Option’ under this RfS	1.	Tamil Nadu	100	2.	Telangana	300	3.	Madhya Pradesh	300		Total	700
S.No.	State where Delivery Point is located	Maximum Capacity to be awarded under ‘Greenshoe Option’ under this RfS																
1.	Tamil Nadu	100																
2.	Telangana	300																
3.	Madhya Pradesh	300																
	Total	700																
4.	6.2	The term “Project” shall have the meaning as defined in Section-4 of the RfS, and shall refer to the Project capacity or the Installed Capacity as quoted by the Bidder ...	The term “Project” shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project capacity as quoted by the Bidder ...															
5.	7.2	Table modified as follows: <table><tr><th>State</th><th>Designated Substations</th></tr><tr><td>Tamil Nadu</td><td>Karur</td></tr><tr><td>Telangana</td><td>Nizamabad-II, Medak</td></tr><tr><td>Madhya Pradesh</td><td>Neemuch, Mandsaur, Pachora</td></tr></table>		State	Designated Substations	Tamil Nadu	Karur	Telangana	Nizamabad-II, Medak	Madhya Pradesh	Neemuch, Mandsaur, Pachora							
State	Designated Substations																	
Tamil Nadu	Karur																	
Telangana	Nizamabad-II, Medak																	
Madhya Pradesh	Neemuch, Mandsaur, Pachora																	
6.	7.2.ii	... In this case, the Bidder shall be required to submit the proof of connectivity granted at the Substation identified in the Covering Letter, along with Format 7.1 of the RfS.	... In this case, the Bidder shall be required to submit the proof of connectivity granted (including Minutes of Meeting of CTU confirming the same, if any) at the Substation identified in the Covering Letter, along with Format 7.1 of the RfS.															
7.	7.12	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 from the Effective Date of PPA, and shall ...	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 after the date of tariff adoption by the Appropriate Commission, and shall ...															
8.	7.13	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 after fulfilling the compliances, the same shall be immediately notified by the RPD to SECI. In such case ...	After fulfilling the compliances, 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. In such case ...															

9.	9	<p>Clause modified as follows:</p> <p>Project commissioning and declaration of Commercial Operation Date (COD) shall be governed by the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the WPD proposing the Project, or its part, for trial run or repeat of trial run shall give a notice of not less than seven (7) days to the concerned RLDC, Buying Entity(ies), and SECI. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required.</p> <p>The WPD shall submit requisite documents as mentioned below, at least 30 days prior to trail run of the Project –</p> <ol style="list-style-type: none"> i. Intimation regarding the timeline for commencement of supply of power from the Project. ii. Copy of CON-4 report submitted to CTU. iii. CEI/CEIG (as applicable) report containing approval for all the components, including WTGs, inverters, transformers, Transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the WPD to obtain the certificate. iv. Approval of Metering arrangement/scheme from CTU/GRID INDIA/ any other concerned authority as applicable v. Plant Layout, Plant (AC & DC) SLD vi. Affidavit certifying that the WPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying SECI against any discrepancies in the above details. vii. Affidavit from the WPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying SECI against any discrepancies in the above details. viii. Documents to establish the compliance of technical requirement as per PPA/RfS. ix. Invoices against purchase of the WTGs, Inverters/PCUs, WMS, and SCADA along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of WTGs and inverters at site along with certified summary sheet by the authorized signatory. x. In addition to the above, the WPD shall provide coordinates of WTGs, details of storage systems (if any), RLMM certificates, insurance documents of Project, online monitoring facility as stated vide Clause 7, Annexure-B, of the RfS. <p>It is clarified that SECI shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the WPD shall be required to obtain No-objection certificate (NoC) from SECI prior to declaration of commissioning/COD of the Project.</p>
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10.	9.1	Part Commencement of supply of power from the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of first part shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. The projects can ...	Part Commencement of supply of power from the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of first part shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, in case of an ISTS-connected Project, first part for acceptance of commencement of supply of power shall be at least 50 MW. The Projects can ...
11.	11	The WPD shall be permitted for commencement of supply from full as well as ...	The WPD shall be permitted for commencement of supply of power from full as well as ...
12.	11	... In case SECI/Buying Entity agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff. ...	... In case SECI/Buying Entity agrees to purchase power from such early part/full Contracted Capacity prior to SCSD, such power will be purchased by SECI at the PPA tariff and sold to the Buying Entity at the PPA tariff plus SECI's trading margin and other terms and conditions of power procurement may be in reference of the PPA&PSA on back to back basis. ...
13.	13	Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. ...	Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable Cost of RfS document and Bid Processing Fee as mentioned in the Bid Information Sheet. ...
14.	16.c	WPDs are advised to apply for necessary MoD clearances for all WTGs proposed to	WPDs are advised to apply for necessary MoD clearances for all WTGs proposed to

		be installed in Project within 90 days of Effective Date of PPAs and forward the copies of application to SECI within 07 days of filing the applications.	be installed in Project within 90 days of Effective Date of PPAs or 30 days from the date of possession of the land identified for the Project, whichever is later, and forward the copies of application to SECI within 07 days of filing the applications.
15.	18	... PBG validity is enhanced by the RPD prior to expiry of validity of the PBG.	... PBG validity is enhanced by the WPD prior to expiry of validity of the PBG.
16.	18.5	... (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.	... (i.e. EMD or PBG) as penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/WPD agrees that in case of invocation of BG, SECI is under no obligation to produce any estimate of loss in this regard.
17.	18.9	... after taking into account any liquidated damages due to delays in SCSD as per Clause 9 and 10 of the RfS.	... after taking into account any penalties due to delays in SCSD as per Clause 9 and 10 of the RfS.
18.	19	<i>Success Charges & Payment Security Deposit</i>	<i>Success Charges & Payment Security Mechanism (PSM) Charges</i>
19.	19.1	... to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, ...	... to SECI towards administrative overheads, project monitoring activities, coordination with State Authorities and others including the DISCOM/STU/CTU, ...
20.	19.2	... which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to SECI. ...	... which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of full amount of the Success Charges to SECI. ...
21.	19.3	<u>Payment Security Deposit:</u> As part of the Payment Security Mechanism as brought out in the PPA, the WPD will undertake to pay PSM Charges @Rs. 0.02/kWh to SECI, by offering a commensurate discount in the monthly tariff payment being made by SECI.	<u>Payment Security Mechanism (PSM) Charges:</u> As part of the Payment Security Mechanism as brought out in the PPA, to be eligible for coverage from the PSM, the WPD will undertake to pay PSM Charges @Rs. 0.02/kWh to SECI, by offering a commensurate discount in the monthly tariff payment being made by SECI.
22.	21.1	... Further, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the	... Further, at the time of bid submission, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for each month in a single year, indicating tentative energy

		PPA.	(MWh) and power (MW) to be supplied under the PPA, as per Appendix-I and II of the Covering Letter (Format-7.1).
23.	21.6	Addendum to the Clause	Power procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entities at the discretion of SECI, in consultation with Buying Entities. Various provisions provided in the SECI-WPD PPA shall mutatis mutandi apply to PSA between SECI and Buying Entity, however, PSA signed with Buying Entities could be in elaborated form or in short form as per consultation done with Buying Entities
24.	21.7	The WPDs will be free to reconfigure and repower their plants from time to time during the PPA duration, pursuant to Clause 8.1 above. However, SECI will be obliged to buy power only upto the Contracted Capacity as per the PPA.	The WPDs will be free to repower the Projects from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8.1 above. However, SECI/ Buying Entity will be obliged to buy power only upto the Contracted Capacity as per the PPA.
25.	21.9	In addition to the above, the Successful Bidder shall also submit a detailed L-2 Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land procurement; order, supply and erection status of various Project components; financial arrangement/ tie up etc. SECI shall provide the standard L-2 Schedule template to the Successful Bidder after the issuance of LoA.	In addition to the above, subsequent to signing of PPA, the WPD shall be required to submit the monthly Project status on 5 th day of every calendar month as per Annexure-B of the RfS.
26.	21.10	New Clause In case the Project is ready for part/full commencement of supply of power but the PPA has not been signed, No Objection Certificate (NOC) may be issued to WPD (if sought by WPD) for third-party sale of power from the Project until signing of PPA. The NOC so granted shall be withdrawn by SECI once the readiness of off-take of the power as per PPA is intimated by SECI with a notice period of 7 calendar days.	
27.	21.11	New Clause i. For a particular State, subsequent to issuance of LoAs, in case of refusal of signing of PPA by any Successful Bidder, the corresponding capacity left unsigned will be offered to the other Successful Bidders in that State, in the increasing order of their discovered tariffs. Also, if the PPA for any capacity is terminated subsequent to signing of PPA, SECI at its own discretion may offer this capacity to other Successful	

		<p>Bidders in that State, in the increasing order of their discovered tariffs. The other Successful Bidders shall be required to accept/reject SECI's offer within 7 days of such intimation by SECI. While the offer will be sent to all the Successful Bidders simultaneously, preference will be given to the Bidders' choices in the increasing order of their respective tariffs.</p> <p>ii. It is clarified that the capacity awarded under this clause will be over and above the capacity awarded under the Greenshoe option as per Clause 45 of the RfS. The maximum capacity to be awarded under this RfS, including the capacities awarded under this clause and the Greenshoe option to a single Bidder, shall be limited to 1000 MW.</p> <p>iii. The Effective Date of PPA in such cases will be intimated by SECI.</p> <p>iv. Further, PPAs for the capacity(ies) awarded under this clause will be signed at the discovered tariff of the Bidder originally rejecting such awarded capacity, or the discovered tariff of the Bidder accepting this additional capacity, whichever is lower.</p> <p>v. For eg., in case the Bidder "X" was originally awarded a capacity of 100 MW in the State of Tamil Nadu at a tariff of Rs. 3.00/kWh, and the Bidder "X" refuses to sign PPA for the above capacity, this 100 MW capacity will be offered to the remaining Successful Bidders discovered in Tamil Nadu. Bidder "Y" is among the Successful Bidders in Tamil Nadu, having awarded its originally quoted capacity at a tariff of Rs. 2.90/kWh. In case "Y" accepts SECI's offer of additional 100 MW capacity under this clause (subject to Y's total capacity after this additional capacity not exceeding 1000 MW), then PPA for this additional 100 MW capacity shall be signed at a tariff of Rs. 2.90/kWh.</p> <p>vi. In this regard, the corresponding Successful Bidder shall be required to submit requisite documents to demonstrate additional Net-worth and Liquidity criteria in line with Clause 39.1 and 39.2 of the RfS, for the additional capacity awarded under this clause. Further, such Successful Bidder shall be required to submit PBG pertaining to the additional capacity awarded under this clause. All the above compliances shall be required to be demonstrated by the Successful Bidder prior to signing of PPA for the additional capacity, failing which, the EMD submitted by such Successful Bidder shall be encashed on account of refusal to sign the PPA.</p> <p>vii. In case of refusal to sign the PPA by a Successful Bidder under this Clause, the above process will be repeated until the entire PPA is signed for the entire capacity for which PSAs have been signed, or until all the other Successful Bidders refuse such additional capacity, whichever is earlier.</p> <p>viii. The above provision will be operated separately for each State under the RfS.</p>
28.	22	<p>New Clause</p> <p><i>22 Financial Closure or Project Financing Arrangements</i></p> <p>22.1 The Projects shall achieve Financial Closure by the date as on 6 months prior to the SCSD/ extended SCSD. (For e.g. if SCSD of the Project is 25.11.2025, then scheduled Financial Closure date shall be 25.05.2025).</p> <p>22.2 At the stage of Financial Closure, the WPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the WPD shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of</p>

		<p>the funds indicated for the Project, including arrangements of funds in the form of Equity. The WPD shall also submit details of all planned/ proposed wind turbine generators (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.</p> <p>22.3 In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG/POI and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of WPD, on advance payment of extension charges of INR 100/- per day per MW + applicable GST. This extension will not have an impact on the obligation of WPD to commence supply of power by the Scheduled Commencement of Supply Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the WPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective WPDs to either furnish the necessary documents or make the above mentioned payment of Rs. 100/MW/day + GST. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days-SECI shall encash the PBG/POI of the corresponding WPDs and may terminate the PPA for the corresponding Project. The amount of Rs. 100/MW/day + GST shall be paid by the WPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the WPD. In case of the WPD meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the WPD shall be returned by SECI. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the WPD without any interest and GST amount on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date.</p> <p>22.4 The WPD will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.</p>
29.	25.3	<p>In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year after the SCSD, except with the prior approval</p> <p>In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company/ Consortium until 01 (one) year</p>

		of SECI.	after the SCSD, except with the prior approval of SECI.
30.	26.xi.iv	Certified copies of annual audited accounts for the last financial year, i.e. FY 2022-23/21-22, or provisional accounts ...	Certified copies of annual audited accounts for the last financial year, i.e. FY 2022-23, or provisional accounts ...
31.	39.2.ii	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of ...	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) excluding other and exceptional income for a minimum amount of ...
32.	43	‘Clause 44 Selection of Successful Bidders’ shall be read as ‘Clause 43’.	
33.	44	‘Clause 45 Issuance of LoAs’ shall be read as ‘Clause 44’.	
34.	45	<p>New Clause:</p> <p><i>45 Capacity Allocation under ‘Greenshoe Option’</i></p> <p>The modalities for allocation of additional capacity up to 700 MW under ‘Greenshoe Option’ shall be as under:</p> <p>45.1 For each State, the additional capacity that shall be offered through ‘Greenshoe Option’ has been mentioned in Clause 4.1 and the same shall be offered to the Successful Bidder(s) of that State, who are willing to execute PPA(s) with SECI at lowest tariff (L1 tariff) discovered for that State under the competitive bidding process.</p> <p>45.2 Also, in case the partial capacity offered to the last Successful Bidder in any State, out of the capacity tendered in that State as per Clause 4.1 of the RfS, is refused by such Bidder in line with Clause 43.2.ii of the RfS, the refused capacity shall be considered under the Greenshoe Capacity of that State.</p> <p>45.3 The Successful Bidder(s) may opt for a capacity not less than 50 MW under the Greenshoe Option. However, the maximum capacity that will be awarded to a Successful Bidder under this RfS, including the capacity allocated under Greenshoe Option, shall be limited to 1000 MW. For avoidance of doubt, it is hereby clarified that the capacity allocation under ‘Greenshoe Option’ in any State shall only be for the Successful Bidders of that State.</p> <p>45.4 Successful Bidder(s) seeking additional capacity under the Greenshoe Option shall have to meet the eligibility criteria under the RfS for the additional capacity sought under the Greenshoe Option. In this regard, the corresponding Successful Bidder shall be required to submit requisite documents to demonstrate additional Net-worth and Liquidity criteria in line with Clause 39.1 and 39.2 of the RfS, for the additional capacity sought under Greenshoe Option. Further, the Successful Bidders shall be required to submit EMD pertaining to the additional capacity sought under Greenshoe Option, along with the confirmation for consideration of the Bidder for Greenshoe Option and the Project location as well as the Interconnection Point</p>	

		<p>details for the Greenshoe Capacity. The deadline for meeting the aforementioned requirements and confirmation for executing the PPA with SECI at L1 tariff under the Greenshoe Option of a State shall be the date as on 20 days from the date of issuance of LoA to the Successful Bidders of that State.</p> <p>45.5 For each State, subsequent to receipt of confirmation from the Successful Bidders and the respective capacities sought by them, the capacities under Greenshoe Option shall be first allocated in the increasing order of the tariffs discovered after financial bid opening. In other words, if all the Successful Bidders accept the Greenshoe offer by SECI, the capacity will be first allocated to the L1 Bidder, followed by the L2 Bidder and so on. The same shall be continued till the total capacity eligible under Greenshoe Option (including the capacity transferred pursuant to Clause 45.2 of the RfS) for that State gets exhausted or the capacities sought by the Successful Bidders has exhausted, whichever is lower.</p> <p>45.6 The EMDs pertaining to unsuccessful capacity subsequent to the above process shall be released by SECI within 30 days of the date of issuance of LoA(s) for the Greenshoe Capacity in the State.</p> <p>45.7 The Bidders who are awarded partial capacities under the Greenshoe Option are required to accept the partially awarded capacity if the same is greater than or equal to 50 MW. In the event of refusal to accept the same, the EMD pertaining to that partial capacity shall be encashed by SECI and the balance amount, if any, shall be released to the bidder.</p> <p>45.8 In case the Greenshoe Capacity in any State remains unallocated, the same shall be offered, at the L1 tariff in this State, to the Successful Bidders of other two States. In this case, the bidders will be accorded ranking in the ascending order of the Tariffs quoted by them in their respective States, irrespective of their ranking in their respective States. In case of tie among two or more bidders at the highest tariff, the provision as per Clause 43.1.ii will be followed.</p> <p>45.9 Pursuant to Clause 45.8, if the capacity under Greenshoe Option still remains unallocated in a State, the unallocated capacity shall be transferred equally to the other two States. If the same remains unallocated in one of the other two States, the unallocated capacity shall be transferred to the last remaining State.</p> <p>45.10 The terms and conditions as well as obligations and rights of Successful Bidder(s) as well as SECI for additional capacity allocated under the ‘Greenshoe Option’ shall be identical to the same for the tendered capacity of 1300 MW under the RfS.</p> <p>45.11 In all the cases, SECI’s decision regarding allotment/non-allotment of additional capacity under ‘Greenshoe Option’, with the State-wise break-up as per Clause 4.1 of the RfS, shall be final and binding on the Bidders.</p>
35.	46.8	<p>“BUYING ENTITY” shall mean any Discom that requires wind power to fulfil its non-solar RPO under respective RPO</p> <p>“BUYING ENTITY” shall mean an End Procurer as defined in the Guidelines, including a DISCOM/ distribution licensee</p>

		regulations.	that requires wind power to fulfil its wind RPO under respective RPO regulations.
36.	46.22	... Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, ...	... Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds, sovereign funds and funds managed by National Investment and Infrastructure Fund Limited shall not be deemed to be Group Company, ...
37.	46.57	New Clause	“GENERAL NETWORK ACCESS (GNA)” shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.
38.	46.22	... Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, ...	... Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds, sovereign funds and funds managed by National Investment and Infrastructure Fund Limited shall not be deemed to be Group Company, ...
39.	46.42	Addendum to the Clause	The Project shall include all units/WTGs, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI.
40.	Format-7.1 Clause 4	We hereby undertake that we shall give a rebate of Rs. 0.02/kWh to SECI in the payment of monthly bills to be made by SECI, as part of payment security mechanism charges under the PPA, to avail the benefits under the payment	We hereby undertake that we shall give a rebate of Rs. 0.02/kWh to SECI in the payment of monthly bills to be made by SECI, as part of payment security mechanism charges under the PPA, to avail the benefits under the payment security

		security mechanism as per PPA.	mechanism as per PPA. <i>(Strike out if not accepted by the Bidder)</i>
41.	Format- 7.1 Clause 4A	New Clause	We hereby declare that the Project Capacity, for which the bid is being submitted by us, has already been commissioned by us, and, for the same, we have not suo-moto terminated any already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or State-owned Distribution Company (DISCOM) for participating in this RfS under Clause 1.6 of the RfS. <i>(applicable only in case of already commissioned Projects)</i>
42.	Format- 7.5 Clause 5	... We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (one) year after SCSD.	... We acknowledge that after the execution of PPA, the combined shareholding in the SPV/Project Company shall not fall below 51% at any time prior to 01 (one) year after the SCSD, except with the prior approval of SECI.
43.	Format- 7.5 Clause 6	The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.	The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure and commencement of supply of power in terms of the PPA.
44.	Format- 7.6	... by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2022-23/2021-22 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable). ...	... by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2022-23 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable). ...
45.	Format- 7.6	... Annual Turnover of INR _____ (_____in words) as on the end of Financial Year 2022-23/2021-22 or ...	... Annual Turnover of INR _____ (_____in words) as on the end of Financial Year 2022-23 or ...
46.	Format- 7.6	... (PBDIT) criteria, by demonstrating a PBDIT of INR _____(in words) as on the end of Financial Year 2022-23/2021-22 or as ...	... (PBDIT) criteria as mentioned in the RfS, by demonstrating a PBDIT of INR _____(in words) as on the end of Financial Year 2022-23 or as ...

47.	Format-7.6 Note: (i)	Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.	Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover/PBDIT (as applicable) duly certified by the Chartered Accountant.
48.	Annexure-B	New Annexure is enclosed with this Amendment.	
Amendments in the PPA document			
1.	1.1 "Business Day"	shall mean with respect to WPD and SECI, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Delhi and [insert name of State where WPD Registered Office is located] both;	shall mean with respect to WPD and SECI, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Delhi;
2.	3.4	New Clause: 3.4 Achievement of Financial Closure The WPD agrees and undertakes to duly perform and complete all of the following activities to achieve Financial Closure, at the WPD's own cost and risk, by the date as on 6 months prior to the SCSD/ extended SCSD: a) The WPD shall make Project financing arrangements and shall provide necessary certificates to SECI in this regard; b) The WPD shall submit the details of all planned/proposed wind turbine generators and produce the documentary evidence of the same.	
3.	3.5	New Clause: 3.5 Consequences of non-achievement of Financial Closure 3.5.1 In case of a failure to submit the documents as above, SECI shall encash the Performance Bank Guarantee/Payment on Order Instrument submitted by the WPD, and may terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the WPD in writing of at least seven (7) days. Unless extended as per provisions of Article 3.5.1 (i) of this Agreement in writing, SECI may terminate this Agreement upon the expiry of the 7th day of the above notice. 3.5.1 (i) An extension, without any impact on the Scheduled Commencement of Supply Date, may however be considered, on the sole request of WPD, on payment of Rs. 100/- per day per MW + applicable GST to SECI. Such extension charges are required to be paid to SECI in advance, for the period of extension required. In case of any delay in depositing this extension charge, WPD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1Year). In case such delay in making payment of the extension charges to SECI is more than 7 days, SECI may terminate this Agreement upon the expiry of such 7 th day. In case of the WPD meeting the requirements of	

		<p>Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount deposited by the WPD shall be returned by SECI without interest. This extension will not have any impact on the Scheduled Commencement of Supply Date. Any extension charges paid so by the WPD, shall be returned to the WPD without any GST amount and interest on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date. However, in case the WPD fails to start commencement of power supply from the Contracted Capacity by Scheduled Commencement of Supply Date, the extension charges deposited by the WPD shall not be refunded by SECI. For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.</p>	
4.	4.1.1.(f)	<p>The commencement of supply of power up to the Contracted Capacity to SECI no later than the SCSD and continuance of the supply of power in line with the supply schedule stipulated by the Buying Entity as per Schedule-3 of this Agreement throughout the term of the Agreement.</p>	<p>The commencement of supply of power up to the Contracted Capacity to SECI no later than the SCSD and continuance of the supply of power in line with Clause 4.4 of this Agreement throughout the term of the Agreement.</p>
5.	4.1.1.(p)	<p>New Clause</p>	<p>The WPD shall be required to submit the progress status of the Project to SECI as and when requested by SECI, strictly within the timelines provided by SECI. Further, on 5th day of every calendar month, the WPD shall be required to submit the Project progress status as per Annexure-B of the RfS.</p>
6.	4.3.2	<p>Power procured from the Project under this Agreement shall on back to back basis be allocated on a pro-rata basis, to all the Buying Entities which have signed their respective Power Sale Agreements with SECI under the referred RfS <i>(to be deleted in case of a single Buying Entity for the entire awarded capacity under the RfS).</i></p>	<p>Power procured from the Project under this Agreement shall be allocated on back-to-back basis to the Buying Entities at the discretion of SECI, in consultation with Buying Entities. <i>(to be deleted in case of a single Buying Entity for the entire awarded capacity under the RfS).</i></p>
7.	4.4.1	<p>... The amount of such compensation will be calculated @ 50% (fifty per cent) of the PPA tariff for the shortfall in energy terms, which in turn, shall be remitted to the Buying Entity. The compensation as per above shall be applied on the amount of shortfall in generation from the Project during any Contract Year. This compensation shall not be applicable in</p>	<p>... The amount of such penalty will be calculated @ 50% (fifty per cent) of the Applicable Tariff for the shortfall in energy terms, which in turn, shall be remitted to the Buying Entity. The penalty as per above shall be applied on the amount of shortfall in generation from the Project during any Contract Year. This penalty shall not be applicable in events of Force Majeure</p>

		events of Force Majeure identified under this Agreement, affecting supply of Wind Power by WPD.	identified under this Agreement, affecting supply of Wind Power by WPD.
8.	4.4.2	Any excess generation over and above as per Article 4.4.1, may be purchased by SECI at the tariff as per Article 9, provided the Buying Entity consents to purchase such power. ...	Any excess generation over and above as per Article 4.4.1, may be purchased by SECI at the tariff as per Article 9, provided the Buying Entity consents to purchase such power at the Applicable Tariff plus SECI's Trading margin. ...
9.	4.10.2	... the Generator shall be eligible for payment from the Procurer, corresponding to the reduced off take, in terms of following manner: ...	... the WPD shall be eligible for payment from the Buying Entity, corresponding to the reduced off take, in terms of following manner: ...
10.	5.5	<p>Modified as follows:</p> <p>The WPD shall commission the Project in line with provisions of the Grid Code. In line with this regulation, the WPD proposing the Project, or its part, for trial run or repeat of trial run shall give a notice of not less than seven (7) days to the concerned RLDC, Buying Entity(ies), and SECI. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required.</p> <p>The WPD shall submit requisite documents as mentioned below, at least 30 days prior to trial run of the Project –</p> <ul style="list-style-type: none"> i. Intimation regarding the timeline for commencement of supply of power from the Project. ii. Copy of CON-4 report submitted to CTU. iii. CEI/CEIG (as applicable) report containing approval for all the components, including WTGs, inverters, transformers, Transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the WPD to obtain the certificate. iv. Approval of Metering arrangement/scheme from CTU/GRID INDIA/ any other concerned authority as applicable v. Plant Layout, Plant (AC & DC) SLD vi. Affidavit certifying that the WPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying SECI against any discrepancies in the above details. vii. Affidavit from the WPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying SECI against any discrepancies in the above details. viii. Documents to establish the compliance of technical requirement as per PPA/RfS. ix. Invoices against purchase of the WTGs, Inverters/PCUs, WMS, SCADA and DC 	

		<p>cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of WTGs and inverters at site along with certified summary sheet by the authorized signatory.</p> <p>x. In addition to the above, the WPD shall provide coordinates of WTGs, details of storage systems (if any), RLMM certificates, insurance documents of Project, online monitoring facility as stated vide Clause 7, Annexure-B, of the RfS.</p> <p>It is clarified that SECI shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the WPD shall be required to obtain No-objection certificate (NoC) from SECI prior to declaration of commissioning/COD of the Project.</p> <p>SECI's scope will be limited to verifying the installation of rated capacity(ies) of the Project as per the COD certificate submitted by the WPD, this verification will be at SECI's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by SECI. Prior to declaration of commencement of power supply, the WPD shall submit COD certificate for the corresponding Installed Capacity to SECI as part of the requisite documents.</p> <p>The date of onset of commercial offtake of power by SECI/Buying Entity shall be determined as the date of commencement of power supply under the RfS/PPA.</p>	
11.	9.2	<p>... The Buying Entity(ies)/SECI shall provide refusal within 15 (fifteen) Days from the receipt of the request, beyond which it would be considered as deemed refusal. The 15-Day period will be applicable separately for SECI and the Buying Entity(ies). ...</p>	<p>... SECI shall provide refusal within 15 (fifteen) days from the receipt of the request for early part/full commencement of power supply from the Project, beyond which it would be considered as deemed refusal. ...</p>
12.	9.2	<p>... SECI may agree to buy such power provided Buying Entity consents to purchase such energy. ...</p>	<p>... SECI may agree to buy such power provided Buying Entity consents to purchase such energy at the Applicable Tariff plus SECI's Trading margin. ...</p>
13.	10.1.3	<p>For the purpose of payment of the bills raised by the WPD(s), in case Energy Account is published on cumulative basis, payment to the WPD(s) for the energy delivered shall be apportioned based on JMR taken for the WPD's Project at the Pooling substation/metering Point. Energy delivered shall be determined as per the segregation of the energy account provided by all the WPDs as per their</p>	<p>For the purpose of payment of the bills raised by the WPD(s), in case Energy Account is published on cumulative basis, payment to the WPD(s) for the energy delivered shall be determined as per the segregation of the energy account provided by all the WPDs as per their schedule (to be provided in the form of annexure that will be attested by all the WPDs).</p>

		schedule (to be provided in the form of annexure that will be attested by all the WPDs).	
Amendments in the PSA document			
1.	Recital X	The parties hereby agree that the Liquidated Damages are payable by WPD under the SECI-WPD PPA for the delay in the commencement of power supply from the Wind Projects and for short supply of the contracted capacity of the Wind 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 WPD by SECI without any conditions and encumbrances and the amount is available for appropriation by SECI.	The parties hereby agree that the penalties are payable by WPD under the SECI-WPD PPA for the delay in the commencement of power supply from the Wind Projects and for short supply of the contracted capacity of the Wind Power. Buying Entity shall not be entitled to make any deductions towards the claim of penalties 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 penalties. The Parties agree that as an intermediary, SECI shall have no legal obligation to pay any amount towards penalties except when the amount of such penalties has been recovered from the WPD by SECI without any conditions and encumbrances and the amount is available for appropriation by SECI.
2.	2.5.2	.... Provided that if Buying Entity is not covered under the “Implementation of the Electricity (Late Payment ...	Provided that if Buying Entity (or a Deemed Distribution Licensee) is not covered under the “Implementation of the Electricity (Late Payment ...
3.	2.5.2	... Provided that if the Buying Entity is not covered by the State Government Guarantee (including the Tri-Partite Agreement or TPA) ...	... Provided further that if the Buying Entity (or a Deemed Distribution Licensee) is not covered by the State Government Guarantee (including the Tri-Partite Agreement or TPA) ...
4.	2.5.2	Addendum to the Clause	Furthermore, provided that if the Buying Entity is other than Deemed Distribution Licensee, the above phrases “110% of estimated average monthly billing” and “110% of average of the monthly tariff payments of the previous Contract year billing” shall be substituted with “210% of

			six times the estimated average monthly billing” and “210% of six times average of the monthly tariff payments of the previous Contract year” respectively
5.	2.11.3	... the non-compliance by WPD shall make the WPD liable to pay the compensation provided in the respective PSA as payable to Buying Entity(ies) by Buyer to enable Buyer to remit the amount to Buying Entity(ies). ...	... the non-compliance by WPD shall make the WPD liable to pay the penalty provided in the respective PSA as payable to Buying Entity(ies) by Buyer to enable Buyer to remit the amount to Buying Entity(ies). ...
6.	2.11.3	... This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such compensation shall be calculated @ 50% (fifty percent) of the cost of this shortfall in energy terms, calculated at PPA tariff, and shall be remitted to the Buying Entity. This compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of wind power by WPD.	... This penalty shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty shall be calculated @ 50% (fifty percent) of the cost of this shortfall in energy terms, calculated at PPA tariff, and shall be remitted to the Buying Entity. This penalty shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of wind power by WPD.
7.	2.11.5	The compensation as per Article 2.11.3 shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in ...	The penalty as per Article 2.11.3 shall be applied to the amount of shortfall in generation during the year. However, this penalty shall not be applicable in ...
8.	2.13.2	The excess generation by the WPD equal to this generation loss shall be procured by the Buying Entity at the PSA tariff so as to offset this loss in the succeeding 3 (three) Contract Years, against the energy supplied over and above maximum energy supply limit i.e. the energy corresponding to 120% of declared CUF. Alternatively, the Buying Entity may choose to provide Generation Compensation, in terms of PPA tariff, for the Generation loss as defined above, and for Grid unavailability beyond 50 hours in a Contract Year as defined in the PPA.	Compensation (if any) calculated as per above provision, will be paid by Buying Entity to the WPD on an annual basis.

FORMAT FOR PROJECT PROGRESS STATUS OF ISTS-CONNECTED WIND POWER PROJECTS

S. No	Description	Reviewed on _____ (if applicable)	Present status	Remarks
		M/s _____ (Project ID & Contracted Capacity)	M/s _____ (Project ID & Contracted Capacity)	
		Effective Date of PPA: _____	Effective Date of PPA: _____	
		Original/ Scheduled Commencement of Supply date: _____	Revised of Commencement date: _____	
		Actual Commencement of Supply date(s) (with capacity): _____	Actual Commencement of Supply date(s) (with capacity): _____	
1	Status of connectivity (Inter connection voltage level)			
	Connectivity start date			
	Bay installation status			
2	Land Arrangement status with Acquisition details			
	Identification (Yes/No)			
	Location (Kindly provide the location co-ordinates) (KMZ File)			
	Status of Ownership			
	Total area required for the Project (in acres)			
	Extent of land acquired (in acers) (%)			
	Land procurement (Yes/No)			
	Land Conversion (Yes/No)			
	Land title (ownership/land lease allotment in the name of Developer) completed/partially completed, same shall be given in acres			

3	Status of financing arrangements			
	Equity tie-up			
	Financial closure status			
	Financial lender details			
	Status of Debt			
	Sanction/ Disbursement from Bank			
	Name of Bank			
4	Status of Clearances (if applicable)			
	MoD (land area in acres to be specified)			
	Forest (land area in acres to be specified)			
	Mining (land area in acres to be specified)			
	Local Body (land area in acres to be specified)			
	Any other clearances			
5	Status of Transmission line including distance and rating			
	Total distance of transmission line in km			
	Voltage Rating of transmission line			
6	Design status of Project			
	Inverter capacity in MW			
	Inverter transformer capacity in MVA			
	No. of WTGs along with capacity (height & capacity)			
7	Design status of Substation			
	Voltage rating of Substation			
	No. of Bays planned			
	Location of Substation (land Co-ordinates)			
8	Design status of Transmission line towers and No. of Towers foundations expected			
	Tower schedule status			
	No. of towers expected (In Nos.)			

9	Supply Status			
	PO status of Inverter, WTGs, Power transformer, Inverter transformer, transmission line tower stubs, structure			
	Supply status of Inverter (%)			
	Supply status of WTGs (%)			
	Supply status of Power Transformer (%)			
	Supply status of Inverter Transformer (%)			
	Supply status of transmission line towers stubs (%)			
	Supply status of transmission line towers structure (%)			
	Overall status of supply (%)			
10	Civil work status			
	Wind-Foundation work status (No. of WTG's for the Project vs. completed status)			
	Substation-foundation work status (No. of equipment foundation for the substation vs. completed status)			
	Transmission line-Foundation work status (No. of tower foundation for the project vs. completed)			
11	Erection			
	Wind turbine-Erected capacity			
	S/s Equipment erection status Transformer erection Equipment erection Pre-commissioning status			
	T/L-Tower erection in Nos.			
	T/L-Stringing in km			
12	Pre-commissioning Status			