

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

Ref No. SECI/C&P/HPD/ISTS-VII/082019/Amendment-01

dated 28.10.2019

Amendment-01 to Selection of Project Developers for setting up of 1200 MW ISTS-Connected RE Projects with assured Peak Power Supply in India (ISTS-VII)

RfS No. SECI/C&P/HPD/ISTS-VII/RfS/1200MW/082019 dated: 01.08.2019

Sr. No.	Clause No.	Existing Clause	Amended Clause
Amendments in the RfS document			
1.	Bid Information Sheet	Earnest Money Deposit (EMD): Amount: INR 6,00,000/- (Indian Rupees Six Lakhs) per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfS	Earnest Money Deposit (EMD): Amount: INR 7,50,000/- (Indian Rupees Seven Lakh Fifty Thousand) per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfS
2.	Section I Cl. 1.10	"CONTRACTED CAPACITY" shall mean the AC capacity in MW contracted with SECI for supply by the HPD to SECI at the Delivery Point from the Project;	"CONTRACTED CAPACITY" shall mean the AC capacity in MW contracted with SECI for supply by the HPD to SECI at the Delivery Point from the Project. It shall be equal to the Project Capacity as defined, and will be determined by the Connectivity (MW) granted to the Project by the CTU;
3.	Section I, Cl. 1.37	"PEAK HOURS" shall mean the energy scheduling hours between (& including) 06:00 hrs up to 09:00 hrs, and between (& including) 18:01 hrs to 24:00 hrs of the same day;	"PEAK HOURS" shall mean the energy scheduling hours between (& including) 06:00 hrs up to 09:00 hrs, and between (& including) 18:01 hrs to 24:00 hrs of the same day. For the purpose of scheduling, a 'day' shall commence from 00:00 hrs and end at 24:00 hrs.;
4.	Section I Cl. 1.39	"PEAK TARIFF" shall mean the tariff payable to the HPD for energy generation during the Peak Hours	"PEAK TARIFF" shall mean the tariff payable to the HPD for energy supplied during the Peak Hours as per the dispatch schedule confirmed by the Discom, applicable to supply of energy limited to 300 MWh within a time period of 24 hours, for each 100 MW Contracted Capacity.
5.	Section I Cl. 1.40	"POOLING SUBSTATION/ POOLING POINT" The voltage level for such common line shall be 33 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects	"POOLING SUBSTATION/ POOLING POINT" The voltage level for such common line shall be 220 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the

		up to the pooling substation may be at 33 kV and above. Sub-meters shall be	pooling substation may be at 33 kV and above. Sub-meters shall be
6.	Section II, Cl. 7	..... Energy generated during the Off-Peak Hours shall be eligible for a flat tariff payment @ Rs. 2.70/kWh, i.e. the Off-Peak Tariff. Energy generated during the Peak Hours shall be purchased at the tariff discovered through e-Reverse Auction as per this RfS, i.e. the Peak tariff.....	..... Energy supplied during the Off-Peak Hours shall be eligible for a flat tariff payment @ Rs. 2.88/kWh, i.e. the Off-Peak Tariff. Energy supplied during the Peak Hours shall be purchased at the tariff discovered through e-Reverse Auction as per this RfS, i.e. the Peak tariff.....
7.	Section III, Cl.3.3	..... For each Project, the minimum Project capacity shall be 50 MW and the maximum capacity shall be 300 MW....	..... For each Project, the minimum Project capacity shall be 50 MW and the maximum capacity shall be 600 MW
8.	Section III Cl. 3.3.ii	<p>..... In case the Project Developer chooses to install a combination of both wind and solar PV components in the Project, the Project shall be denoted as a “Wind-Solar Hybrid Power Project”, under the National Wind-Solar Hybrid Policy; and in such case, the rated installed Project capacity of either of the wind and solar components shall be more than 25% of the rated installed capacity of the other wind/solar component.....</p> <p>..... The minimum ESS rated energy capacity installed shall be equal to ‘X’ MWh, where ‘X’ is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum energy rating of the ESS installed shall be 100 MWh.</p>	<p>..... In case the Project Developer chooses to install a combination of both wind and solar PV components in the Project, the Project shall be denoted as a “Wind-Solar Hybrid Power Project”, under the National Wind-Solar Hybrid Policy; and in such case, the rated installed Project capacity of either of the wind and solar components shall be more than 25% of the rated installed capacity of the other wind/solar component. The above capacity shall be calculated based on the installed turbine rating (for wind component) and installed inverter rating (for solar component).....</p> <p>..... The minimum ESS rated energy capacity installed shall be equal to ‘X/2’ MWh, where ‘X’ is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum energy rating of the ESS installed shall be 50 MWh.</p>
9.	Section III, Cl. 5.	ix..... However, throughout the term of the PPA, irrespective of the changes made in ESS technology, minimum ESS rated energy capacity installed shall be equal to ‘X’ MWh, where ‘X’ is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum energy rating of the ESS	..... However, throughout the term of the PPA, irrespective of the changes made in ESS technology, minimum ESS rated energy capacity installed shall be equal to ‘X/2’ MWh, where ‘X’ is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum energy rating of the

		installed shall be 100 MWh.	ESS installed shall be 50 MWh.
10.	Section III, Cl. 6(iii)	The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 600 MW . Capacity of a single Project shall range between (& including) 50 MW to 300 MW .	The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 600 MW . Capacity of a single Project shall range between (& including) 50 MW to 600 MW .
11.	Section III, Cl. 7.2	The Bidders are free to choose the ISTS substations for Interconnection of the Project to the grid on a pan-India basis. In doing so, the Bidders shall apply due diligence while choosing the proposed substation, which should either be an existing substation, or should be included in the updated plan of network augmentation as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/u/Default.aspx . It must be noted that connectivity shall be applied for, strictly in line with the data as updated on the CTU's website. The bidders shall make note of the capacity available at the substations identified by the CTU, and apply for connectivity accordingly. Bids identifying substations beyond these choices will be liable for rejection. Delivery Point for the Project may be changed by the HPDs until the deadline for fulfilment of Financial Closure conditions, but the revised substations shall be in line with the above provisions.	The arrangement of connectivity can be made by the HPD through a dedicated transmission line. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to and including at the interconnection point will be borne by the HPD. The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options: <ul style="list-style-type: none"> i. Existing substations having available margin as indicated by the respective substation owner. ii. Existing substations where augmentation is under process or plans for augmentation have been announced. iii. Substations located in the Western and Southern regions under the updated plan for 1st phase made available by the Minutes of meeting for Northern, Western and Southern Region committees and as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/u/Default.aspx, subject to availability of connectivity. Bids indicating substations outside the above three choices will be liable for rejection.

			Delivery Point for the Project may be changed by the HPD until the deadline for fulfilment of Financial Closure conditions, but the revised substation shall be in line with the above provisions.
12.	Section III, Cl. 7.3	Addendum to the Clause	Any changes in the Project configuration will be allowed only up to signing of PPA, and the Project configuration shall remain unchanged thereafter.
13.	Section III, Cl. 7.6	The HPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, or UI charges as applicable and are responsible for all liabilities related to LTA and Connectivity. In case of absence of regulations specific to Projects, the above regulations will be adhered to, separately for Wind and Solar Project components.	The HPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement Mechanism as applicable and are responsible for all liabilities related to LTA and Connectivity. In case of absence of regulations specific to Projects, the above regulations will be adhered to, separately for Wind and Solar Project components.
14.	Section III, Cl. 7.12	For further facilitation and to make use of the existing Intra-State evacuation infrastructure, SECI may offer some of the HPDs in certain States, where the ultimate Buyer for power from the said Project(s) is the same State, the option of connecting to the nearest available STU substation. This offer will be extended to the HPD(s) within 60 days of the issuance of LOAs. Such eligibility of the HPDs shall be decided based on the consent from the corresponding State and shall be offered to the HPDs in the ascending order of their PPA tariffs in that particular State. The HPDs will have the option to either accept or reject such offer from SECI, within 15 days of such intimation. In the event of the rejection of the above offer by the HPD, the same may be extended to the next eligible HPD, until the entire quantum of power to be purchased by the corresponding State is filled. Any additional charges on account of the above change, if applicable, shall be solely attributable to the HPD.	Deleted.

15.	Section III, Cl. 7.14	<p>Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to Force Majeure event, the liability of transmission charges and losses would be shared between the HPD and Buying Utility(ies) in ratio of 50:50.</p> <p>However, in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to reasons attributable to the HPD, the liability of transmission charges and losses would be that of the HPD.</p> <p>Further, it is specifically indicated that in case of extension of the SCD for the Project beyond the above applicable deadline of ISTS waiver, due to delay in readiness of ISTS substation and/or delay in LTA operationalization, such Projects shall be deemed having been commissioned prior to the above applicable deadline for ISTS waiver, and ISTS charges and losses for such Projects shall be considered to be waived off.</p>	Deleted
16.	Section III Cl. 8.1	<p>..... The declared annual CUF shall in no case be less than 40% or 3.504 Million Units per MW on an annual basis.....</p> <p>..... HPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 34%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA</p>	<p>..... The declared annual CUF shall in no case be less than 35% on an annual basis.....</p> <p>..... HPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 29.75%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will,</p>

		duration of 25 years. In case of Wind-Solar Hybrid Power Projects, the energy units shall be submitted by the HPD separately for wind and solar components, while finalizing the PPA. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the HPD.....	however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the HPD.....						
17.	Section III, Cl. 8.2.iv.	The complete energy supplied by the HPD during Off-Peak Hours will be consumed by the Buying Utility at the pre fixed tariff of Rs 2.70/kWh, plus SECI's trading margin. The energy supplied by the HPD during Peak Hours will be purchased by the Buying Utility at the tariff discovered through the e-RA, plus SECI's trading margin.	The complete energy supplied by the HPD during Off-Peak Hours will be consumed by the Buying Utility at the pre fixed tariff of Rs 2.88/kWh, plus SECI's trading margin. The energy supplied by the HPD during Peak Hours will be purchased by the Buying Utility at the tariff discovered through the e-RA, plus SECI's trading margin.						
18.	Section III, Cl. 8.2.vi.	<p>Modified as follows:</p> <p>The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Utility (ies), as per the Buying Utility's day-ahead schedule. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to six nos. of 1-hour blocks. The off-take of power shall be fixed at 50 MW for each 1-hr block during the Peak Hours, with no variation in the power for the block. Similar schedule will be required to be matched by the HPD.</p> <p>The discharge cycle corresponding to offtake of stored energy may vary as per requirements of the Discom, only as per the following breakup:</p> <table border="1" data-bbox="354 1430 1511 1745"> <thead> <tr> <th>Discharge hours during morning Peak Hours, between (& including) 06:00 hrs (with a ±30 minutes variation) up to 09:00 hrs (with a ±30 minutes variation)</th> <th>Discharge hours during evening Peak Hours, between (& including) 18:01 hrs (with a ±30 minutes variation) up to 24:00 hrs (with a ±30 minutes variation)</th> <th>Total discharge hours</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>4</td> <td>6</td> </tr> </tbody> </table> <p>In other words, the Discom shall mandatorily off-take Peak Power by choosing 4 hours from the evening Peak Hours and 2 hours from the morning Peak Hours. Further, a variation of ±30 minutes in the deadlines of morning and evening peak hours is also allowed in making that choice by the Discom.</p>		Discharge hours during morning Peak Hours, between (& including) 06:00 hrs (with a ±30 minutes variation) up to 09:00 hrs (with a ±30 minutes variation)	Discharge hours during evening Peak Hours, between (& including) 18:01 hrs (with a ±30 minutes variation) up to 24:00 hrs (with a ±30 minutes variation)	Total discharge hours	2	4	6
Discharge hours during morning Peak Hours, between (& including) 06:00 hrs (with a ±30 minutes variation) up to 09:00 hrs (with a ±30 minutes variation)	Discharge hours during evening Peak Hours, between (& including) 18:01 hrs (with a ±30 minutes variation) up to 24:00 hrs (with a ±30 minutes variation)	Total discharge hours							
2	4	6							

		<p>During the 6 nos. of 1-hr blocks as selected by the Discom, in case of power being supplied in excess of 50 MW in any of the 1-hr blocks (for each Contracted Capacity of 100 MW), such power will be off-taken @ Off-Peak Tariff.</p> <p>Further, for every 100 MW Contracted Capacity, supply of power below 50 MW, during any 1-hr block in the 6 nos. of 1-hr block as identified by the Discom, will be counted as shortfall in supply of Peak Power, as per Clause 8.3 below.</p>	
19.	Section III, Cl. 8.2.viii.	The HPD is free to conduct energy arbitrage during the hours between 00:01 hours and 05:59 hours the next day, through sale and purchase on open market. Any ISTS/STU charges corresponding to wheeling of power, etc, in this regard, shall be borne by the HPD, and will not be the responsibility of SECI.	Deleted
20.	Section III, Cl. 8.3	..... The amount of compensation shall be equal to the compensation payable (including RECs) by the buying utilities/ Discoms towards non - meeting of RPOs, which shall ensure that the Discom is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at both Off-Peak Tariff.	..... The amount of such compensation will be calculated @ 50% (fifty percent) of the Off-Peak PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. Such compensation as recovered from the HPD, shall be passed on by SECI to the buying utility (ies), as the case may be, after deducting losses of SECI. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of power by HPD.
21.	Section III, Cl. 8.4	..... In case of energy supply during Peak Hours over and above the mandated energy requirement (300 MWh for each 100 MW of project capacity), and in the event of such power being procured by the Buying Utility, the HPD will be paid energy charges @ Off-Peak Tariff, i.e. Rs 2.70/kWh...	..... In case of energy supply during Peak Hours over and above the mandated energy requirement (300 MWh for each 100 MW of project capacity), and in the event of such power being procured by the Buying Utility, the HPD will be paid energy charges @ Off-Peak Tariff, i.e. Rs 2.88/kWh...
22.	Section III, Cl. 8.5.a.	<u>Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint):</u>	Not Used.
23.	Section III, Cl. 8.5.b.	<u>Compensation in offtake constraint due to Grid Unavailability:</u>	<u>Compensation in offtake constraint due to Grid Unavailability:</u> Grid unavailability in a contract year as

		....Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):...	beyond 50 hours in a Contract Year.....
24.	Section III, Cl. 8.5.d.	<u>Offtake constraints due to shortage in discharge of stored Energy:</u>	Deleted
25.	Section III, Cl. 9.1	Addendum to the Clause	HPDs 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.
26.	Section III, Cl. 10.1.	Earnest Money Deposit (EMD) of INR 6 Lakh/ MW per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected.....	Earnest Money Deposit (EMD) of INR 7,50,000/MW per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected.....
27.	Section III, Cl. 10.2	The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to RfS. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).	The Bidder shall furnish the bank guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).
28.	Section III, Cl. 11.1	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 30 Lakh/ MW within 30 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 27 months from the Effective Date of the PPA....	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 30 Lakh/ MW within 30 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 32 months from the Effective Date of the PPA....
29.	Section III, Cl. 11.3	The HPD shall furnish the PBG from any of the Banks listed at Schedule-2 of draft PPA to SECI. PBG issued by foreign branch of a bank from bank list given in Schedule-2 of draft PPA is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the	The HPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

		successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Section-IV, Clause C.1 (b) of the RfS.	In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Section-IV, Clause C.1 (b) of the RfS.
30.	Section III, Cl. 14.1	..... The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to SECI at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA.....	..... The final project configuration, adding up to the cumulative capacity awarded to the Bidder, along with component-wise break-up of individual project may be intimated to SECI at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA.....
31.	Section III, Cl. 16.b.i.b.	The maximum time period allowed for commissioning of the full Project Capacity shall be limited to 24 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.10.2019, then the above deadline for Project commissioning shall be 07.10.2021).	The maximum time period allowed for commissioning of the full Project Capacity shall be limited to 30 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.10.2019, then the above deadline for Project commissioning shall be 07.04.2022).
32.	Section III, Cl. 16.b.i.c.	..... For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/180). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.	..... For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/360). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.
33.	Section III, Cl. 16.b.ii.a.	The Project shall be fully commissioned within 18 months from the Effective date of the PPA, or from the Effective Date of PSA, whichever is later i.e. the Scheduled Commissioning Date (SCD) (for e.g. if Effective Date of the PPA is 07.04.2019 and Effective Date of PSA is 07.03.2019, then SCD shall be 07.10.2020). In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project.	The Project shall be fully commissioned within 18 months from the Effective date of the PPA, i.e. the Scheduled Commissioning Date (SCD) (for e.g. if Effective Date of the PPA is 07.04.2019, then SCD shall be 07.10.2020). In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project.
34.	Section III, Cl. 16.b.ii.b.	The maximum deadline allowed for commissioning of the full Project Capacity	The maximum deadline allowed for commissioning of the full Project Capacity

		shall be limited to the date as on 270 days from the SCD.	shall be limited to the date as on 360 days from the SCD.
35.	Section III, Cl. 16.b.ii.c.	.... For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/270).	.... For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/360).
36.	Section III, Cl. 16.d.	The HPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the SCD, SECI may, at its discretion if the Buying Entity agrees to, purchase the generation @ 75% (seventy-five per cent) of the respective Part-PPA tariffs for the energy supplied during Off-Peak Hours and Peak Hours. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, SECI may at its discretion, if the Buying entity agrees to, purchase the generation at PPA Tariff. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SECI.	The HPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the SCD, SECI may, at its discretion if the Buying Entity agrees to, purchase the generation @ Off-Peak tariff for the energy supplied during Peak and Off-Peak Hours. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, SECI may at its discretion, if the Buying entity agrees to, purchase the generation at the PPA Tariff. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SECI. In case of non-response from SECI within 15 days from the receipt of intimation for early commissioning by the HPD, early-commissioning will be declared by SECI subject to the Project meeting the commissioning requirements, and the HPD will be allowed to sell such power to a third party.
37.	Section IV, Cl. A.9	For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 3.5 A (iii) and (vi) above should be an immediate subsidiary of the bidder, without any intermediaries involved.....	For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses A.3 and A.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved.....
38.	Format 7.10, Sl. 5A and 5B	Estimated Annual Generation of Electrical Energy from Solar component of the Project/ Estimated Annual Generation of Electrical Energy from Wind component of the Project	Estimated Annual Generation of Electrical Energy from the Project

39.	Annexure-A-1	IEC 61427-2	IEC 61427-2 / IEC 62619 : 2017
40.	Annexure-A-1	IEC 62485-2	IEC 62485-2 / UL 1642
41.	Annexure-A-1	IEC 61508	IEC 61508 / UL 9540
42.	Annexure-C	List of Banks	Void
43.	General	<p>1. Off-Peak Tariff in the RfS/PPA and PSA documents has been modified to Rs. 2.88/kWh.</p> <p>2. "Energy generation" and "Energy generated" mentioned anywhere in the RfS/PPA/PSA documents shall be read as "Energy supply" and "Energy supplied" respectively.</p>	
Amendments in the PPA document			
1.	1.1	"Contracted Capacity" shall mean [Insert capacity] MW contracted with SECI for supply by the HPD to SECI at the Delivery Point from the Hybrid Power Project;	"Contracted Capacity" shall mean [Insert capacity] MW contracted with SECI for supply by the HPD to SECI at the Delivery Point from the Hybrid Power Project. It shall be equal to the Project Capacity as defined, and will be determined by the Connectivity (MW) granted to the Project by the CTU;
2.	1.1	"Peak Hours" shall mean the energy scheduling hours between (& including) 06:00 hrs up to 09:00 hrs, and between (& including) 18:01 hrs to 24:00 hrs of the same day;	"Peak Hours" shall mean the energy scheduling hours between (& including) 06:00 hrs up to 09:00 hrs, and between (& including) 18:01 hrs to 24:00 hrs of the same day. For the purpose of scheduling, a 'day' shall commence from 00:00 hrs and end at 24:00 hrs.;
3.	1.1	"Peak Tariff" shall mean the tariff payable to the HPD for energy generation during the Peak Hours;	"Peak Tariff" shall mean the tariff payable to the HPD for energy supplied during the Peak Hours as per the dispatch schedule confirmed by the Discom, applicable to supply of energy limited to 300 MWh within a time period of 24 hours, for each 100 MW Contracted Capacity;
4.	1.1	"Scheduled Commissioning Date" or "SCD" of the Project" shall mean .....[to be indicated based on the Project configuration];	"Scheduled Commissioning Date" or "SCD" of the Project" shall mean .....[enter the date as on 18 months from Effective Date of this Agreement];
5.	3.1	.....The HPD shall submit to SECI the relevant documents as stated above, complying with the Conditions Subsequent, within seven (7) months from the Effective Date.	.....The HPD shall submit to SECI the relevant documents as stated above, complying with the Conditions Subsequent, within twelve (12) months from the Effective Date.
6.	3.3.1	The Performance Bank Guarantee (PBG) having validity from the date of submission	The Performance Bank Guarantee (PBG) having validity from the date of submission

		of PBG until Twenty Seven (27) months from the Effective Date and of Rs. 30 Lakh/MW to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1.	of PBG until thirty two (32) months from the Effective Date and of Rs. 15 Lakh/MW to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1.
7.	4.2.6	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to Force Majeure event, the liability of transmission charges and losses would be shared between the HPD and Buying Utility(ies) in ratio of 50:50. However, in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to reasons attributable to the HPD, the liability of transmission charges and losses would be that of the HPD. Further, it is specifically indicated that in case of extension of the SCD for the Project beyond the above applicable deadline of ISTS waiver, due to delay in readiness of ISTS substation and/or delay in LTA operationalization, such Projects shall be deemed having been commissioned prior to the above applicable deadline for ISTS waiver, and ISTS charges and losses for such Projects shall be considered to be waived off.	Not Used.
8.	4.4.1	.... The amount of such penalty shall be as determined by the respective State Electricity Regulatory Commission of the corresponding Buying Entity/ any such Authority, and such penalty shall ensure that the Buying Entity(ies) is/are offset for all	.... The amount of such compensation will be calculated @ 50% (fifty percent) of the Off-Peak Tariff for the shortfall in energy terms, in accordance with the terms of the PPA. Such compensation as recovered from the HPD, shall be passed on by SECI to the Buying

		<p>potential costs associated with low generation and supply of power under the PPA. However, the minimum compensation payable to SECI by the HPD shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at Off-Peak Tariff. This compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of power by HPD.</p>	<p>Utility(ies), as the case may be, after deducting losses of SECI. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of power by HPD.</p>
9.	4.4.2	<p>..... In case of energy supply during Peak Hours over and above the mandated energy requirement (300 MWh for each 100 MW of project capacity) on a daily basis, and in the event of such power being procured by the Buying Utility, the HPD will be paid energy charges @ Off-Peak Tariff.....</p> <p>..... Any energy produced and flowing into the grid before Scheduled Commissioning Date shall not be at the cost of SECI. SECI may agree to buy such power at a tariff as agreed to between SECI and the Buying Entity (including SECI's trading margin), provided the Buying Utility consents for purchase of such power.</p>	<p>..... In case of energy supply during Peak Hours over and above the mandated energy requirement (300 MWh for each 100 MW of project capacity) on a daily basis, and in the event of such power being procured by the Buying Utility, the HPD will be paid energy charges @ Off-Peak Tariff, subject to the provisions of Article 6.2.3.....</p> <p>..... Any energy produced and flowing into the grid before Scheduled Commissioning Date shall not be at the cost of SECI. SECI may agree to buy such power at a tariff as agreed to between SECI and the Buying Entity (including SECI's trading margin), provided the Buying Utility provides its consent for purchase of such power within 15 days of receipt of intimation from SECI.</p>
10.	4.6.1	<p><u>In case of the Project comprising only a solar PV and ESS component:</u> Delay beyond the Scheduled Commissioning Date upto (& including) the date as on 24 months from the Effective Date: The total PBG amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/180). For the purpose of calculations of the liquidated damages,</p>	<p><u>In case of the Project comprising only a solar PV and ESS component:</u> Delay beyond the Scheduled Commissioning Date upto (& including) the date as on 30 months from the Effective Date: The total PBG amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/360). For the purpose of calculations of the liquidated damages,</p>

		<p>'month' shall be considered consisting of 30 days.</p> <p><u>In other cases:</u> Delay beyond the Scheduled Commissioning Date upto (& including) the date as on 270 days from the SCD: The total PBG amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/270).</p>	<p>'month' shall be considered consisting of 30 days.</p> <p><u>In other cases:</u> Delay beyond the Scheduled Commissioning Date upto (& including) the date as on 360 days from the SCD: The total PBG amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/360).</p>
11.	4.6.2	The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 24 months from the Effective Date/270 days from the SCD (as applicable).....	The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 30 months from the Effective Date/360 days from the SCD (as applicable).....
12.	4.10.1	<u>Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint):</u>	Not Used.
13.	6.2.3	<p>Modified as follows:</p> <p>The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Utility (ies), as per the Buying Utility's day-ahead schedule. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to six nos. of 1-hour blocks. The off-take of power shall be fixed at 50 MW for each 1-hr block during the Peak Hours, with no variation in the power for the block. Similar schedule will be required to be matched by the HPD.</p> <p>The discharge cycle corresponding to offtake of stored energy may vary as per requirements of the Discom, only as per the following breakup:</p>	

		Discharge hours during morning Peak Hours, between (& including) 06:00 hrs (with a ±30 minutes variation) up to 09:00 hrs (with a ±30 minutes variation)	Discharge hours during evening Peak Hours, between (& including) 18:01 hrs (with a ±30 minutes variation) up to 24:00 hrs (with a ±30 minutes variation)	Total discharge hours
		2	4	6
		<p>In other words, the Discom shall mandatorily off-take Peak Power by choosing 4 hours from the evening Peak Hours and 2 hours from the morning Peak Hours. Further, a variation of ±30 minutes in the deadlines of morning and evening peak hours is also allowed in making that choice by the Discom.</p> <p>During the 6 nos. of 1-hr blocks as selected by the Discom, in case of power being supplied in excess of 50 MW in any of the 1-hr blocks (for each Contracted Capacity of 100 MW), such power will be off-taken @ Off-Peak Tariff.</p> <p>Further, for every 100 MW Contracted Capacity, supply of power below 50 MW, during any 1-hr block in the 6 nos. of 1-hr block as identified by the Discom, will be counted as shortfall in supply of Peak Power.</p>		
14.	6.2.5	The HPD is free to conduct energy arbitrage during the hours between 00:01 hours and 05:59 hours the next day, through sale and purchase on open market. Any ISTS/STU charges corresponding to wheeling of power, etc, in this regard, shall be borne by the HPD, and will not be the responsibility of SECI.	The Buying Utility will mandatorily off-take the specified 300MWh for each 100MW capacity during Peak Hours at the Peak Tariff quoted by the HPD, plus SECI's trading margin.	
15.	9.1	<p>..... The HPD shall be entitled to receive the Off-Peak Tariff of Rs. 2.70/kWh fixed for the entire Term of this Agreement, for the energy supplied during the Off-Peak Hours....</p> <p>.....In case of early part-commissioning, till SCD, subject to the consent for such purchase by the Buying Utility, SECI may purchase the generation @ 75% (seventy-five per cent) of the respective Peak and Off-Peak Tariffs. However, in case the entire Project capacity is commissioned prior to SCD, SECI may purchase energy supplied till SCD at Peak and Off-Peak Tariffs specified above, subject to acceptance of such power</p>	<p>..... The HPD shall be entitled to receive the Off-Peak Tariff of Rs. 2.88/kWh fixed for the entire Term of this Agreement, for the energy supplied during the Off-Peak Hours....</p> <p>.....In case of early part-commissioning of the Project, subject to the consent for such purchase by the Buying Utility, SECI may purchase the generation @ Off-Peak Tariff. However, in case the entire Project capacity is commissioned prior to SCD, SECI may purchase energy supplied at Peak and Off-Peak Tariffs specified above, subject to acceptance of such power by the Buying Entity. In both the cases of early part or full</p>	

		by the Buying Entity. In both the cases of early part or full commissioning of the Project, the Applicable Tariff for the commissioned Project shall constitute Off-Peak Tariff @ Rs. 2.70/kWh and Peak Tariff @ Rs. _____[Insert Tariff]/kWh from and including the SCD.	commissioning of the Project, the Applicable Tariff for the commissioned Project shall constitute Off-Peak Tariff @ Rs. 2.88/kWh and Peak Tariff @ Rs. _____[Insert Tariff]/kWh from and including the SCD.
16.	Schedule-2	List of Banks for Issuance of Performance Bank Guarantee	Deleted
Amendments in the PSA document			
1.	1.1	“Expiry Date” shall mean the date as on the expiry of 25 years from the SCD or from the date of full commissioning of the projects, whichever is earlier.	“Expiry Date” shall mean the date as on the expiry of 25 years from the SCD.
2.	1.1	“Peak Hours” shall mean the energy scheduling hours between (& including) 06:00 hrs up to 09:00 hrs, and between (& including) 18:01 hrs to 24:00 hrs of the same day;	“Peak Hours” shall mean the energy scheduling hours between (& including) 06:00 hrs up to 09:00 hrs, and between (& including) 18:01 hrs to 24:00 hrs of the same day. For the purpose of scheduling, a ‘day’ shall commence from 00:00 hrs and end at 24:00 hrs.;
3.	1.1	“Peak Tariff” shall mean the tariff payable to the HPD for energy generation during the Peak Hours;	“Peak Tariff” shall mean the tariff payable to the HPD for energy supplied during the Peak Hours as per the dispatch schedule confirmed by the Discom, applicable to supply of energy limited to 300 MWh within a time period of 24 hours, for each 100 MW Contracted Capacity;
4.	1.1	“Scheduled Commissioning Date” or “SCD” Shall mean .....[to be indicated based on the Project configuration];	“Scheduled Commissioning Date” or “SCD” Shall mean the date as on 18 months from the Effective Date of the PPA;
5.	3.3.2	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to Force Majeure event, the liability of	Not Used.

		transmission charges and losses would be shared between the HPD and Buying Utility(ies) in ratio of 50:50. However, in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to reasons attributable to the HPD, the liability of transmission charges and losses would be that of the HPD.							
6.		The Buying Entity will mandatorily off-take the specified 300 MWh for each 100 MW capacity during Peak Hours at the Peak Tariff quoted by the HPD, plus SECI's trading margin.	The Buying Entity will mandatorily off-take the specified 300 MWh for each 100 MW capacity during Peak Hours at the Peak Tariff quoted by the HPD, plus SECI's trading margin, subject to provisions of Article 4.3.5						
7.	4.3.5	<p>Modified as follows:</p> <p>The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Utility (ies), as per the Buying Utility's day-ahead schedule. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to six nos. of 1-hour blocks. The off-take of power shall be fixed at 50 MW for each 1-hr block during the Peak Hours, with no variation in the power for the block. Similar schedule will be required to be matched by the HPD.</p> <p>The discharge cycle corresponding to offtake of stored energy may vary as per requirements of the Discom, only as per the following breakup:</p> <table border="1" data-bbox="355 1272 1507 1587"> <thead> <tr> <th>Discharge hours during morning Peak Hours, between (& including) 06:00 hrs (with a ±30 minutes variation) up to 09:00 hrs (with a ±30 minutes variation)</th> <th>Discharge hours during evening Peak Hours, between (& including) 18:01 hrs (with a ±30 minutes variation) up to 24:00 hrs (with a ±30 minutes variation)</th> <th>Total discharge hours</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>4</td> <td>6</td> </tr> </tbody> </table> <p>In other words, the Discom shall mandatorily off-take Peak Power by choosing 4 hours from the evening Peak Hours and 2 hours from the morning Peak Hours. Further, a variation of ±30 minutes in the deadlines of morning and evening peak hours is also allowed in making that choice by the Discom.</p> <p>During the 6 nos. of 1-hr blocks as selected by the Discom, in case of power being supplied in excess of 50 MW in any of the 1-hr blocks (for each Contracted Capacity of 100 MW), such power will be off-taken @ Off-Peak Tariff.</p>		Discharge hours during morning Peak Hours, between (& including) 06:00 hrs (with a ±30 minutes variation) up to 09:00 hrs (with a ±30 minutes variation)	Discharge hours during evening Peak Hours, between (& including) 18:01 hrs (with a ±30 minutes variation) up to 24:00 hrs (with a ±30 minutes variation)	Total discharge hours	2	4	6
Discharge hours during morning Peak Hours, between (& including) 06:00 hrs (with a ±30 minutes variation) up to 09:00 hrs (with a ±30 minutes variation)	Discharge hours during evening Peak Hours, between (& including) 18:01 hrs (with a ±30 minutes variation) up to 24:00 hrs (with a ±30 minutes variation)	Total discharge hours							
2	4	6							

		Further, for every 100 MW Contracted Capacity, supply of power below 50 MW, during any 1-hr block in the 6 nos. of 1-hr block as identified by the Discom, will be counted as shortfall in supply of Peak Power.	
8.	5.1.1	....The Buying Entity shall be mandated to pay the Off-Peak Tariff of Rs. 2.70/kWh fixed for the entire Term of this Agreement, for the energy supplied by the Buyer during the Off-Peak Hours.....	....The Buying Entity shall be mandated to pay the Off-Peak Tariff of Rs. 2.88/kWh fixed for the entire Term of this Agreement, for the energy supplied by the Buyer during the Off-Peak Hours.....
9.	5.1.4	.....In cases of early part commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Buying Entity shall purchase the generation till SCD, at 75% (seventy-five per cent) of the Off-Peak and Peak Tariffs as mentioned in the Article 5.1.1 plus Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh).....	.....In cases of early part commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Buying Entity shall purchase the generation till SCD, at the Off-Peak Tariff as mentioned in the Article 5.1.1 plus Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh). The Buying Entity shall grant its consent/refusal for purchase of power from such early commissioning of the Project within 15 days of receipt of such intimation from SECI, failing which, it shall be deemed to be refused by the Buying Entity.....
10.	6.8.3.b.	.....The amount of such compensation shall be as determined by the Appropriate Commission/Authority, and such compensation shall ensure the Buying Entity is offset for all potential costs associated with low generation and supply of power under the PSA. However, the minimum compensation payable to the Buyer by the HPD shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at the Off-Peak PPA Tariff, which shall in turn, 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 power by HPD.....	.... The amount of such compensation will be calculated @ 50% (fifty percent) of the Off-Peak Tariff for the shortfall in energy terms, in accordance with the terms of the PPA. Such penalty as recovered from the HPD, shall be passed on by SECI to the buying utility (ies), as the case may be, after deducting losses of SECI. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of power by HPD.
11.	6.10.1	<u>Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint):</u>	Deleted.

12.	6.10.2	<u>Compensation in offtake constraint due to Grid Unavailability:</u> Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):...	<u>Compensation in offtake constraint due to Grid Unavailability:</u> Grid unavailability in a contract year as beyond 50 hours in a Contract Year.....
13.	6.10.4	<u>Offtake constraints due to shortage in discharge of stored Energy:</u>	Deleted
14.	New Clause	Schedule-4: NO OBJECTION CERTIFICATE” FROM CORRESPONDING STU	
15.	New Clause	Schedule-5: FORMAT of certificate from DISCOM(s) to generation projects based on solar and wind resources regarding waiver of transmission charges <p style="text-align: center;"><i>[to be signed on official letterhead of the concerned Entity(ies) / DISCOM(s)]</i></p> This is to certify that M/s .....(Name of generating company/trader like SECI/PTC etc..) has entered into PPA/PSA dated.....with.....(name of entity purchasing power/DISCOM) for sale of .....MW power generated from wind/solar generation power plant of M/s .....(Name of generating company) situated at.....(location) for compliance of Renewable Purchase Obligations (RPO). <div style="text-align: right;"> (Signature & Stamp) Name of the Authorized signatory : Designation : Name of the entity / DISCOM : </div>	