

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

Ref No. SECI/C&P/RPD/RTC-II/032020/Amendment-01

dated 27.08.2020

<b>Amendment-01 to RfS for Selection of RE Power Developers for Supply of 5000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from Coal based Thermal Power Projects in India under Tariff-based Competitive Bidding (RTC-II)</b>			
<b>RfS No. SECI/C&amp;P/RPD/RTC-II/RfS/5000MW/032020 dated: 17.03.2020</b>			
<b>Sr. No.</b>	<b>Clause No.</b>	<b>Existing Clause</b>	<b>Amended Clause</b>
<b>Amendments in the RfS document</b>			
1.	General	<p>1. Any reference to the “Guidelines” in the RfS document shall hereafter mean “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Round-The Clock Power from Grid Connected Renewable Energy Power Projects, complemented with Power from Coal Based Thermal Power Projects” issued by the Ministry of Power vide Gazette Resolution no. 23/05/2020-R&amp;R dated 22.07.2020, including subsequent amendments and clarifications thereto.</p> <p>2. The phrases “Solar Power Developer” or “SPD” occurring anywhere in the RfS, PPA and PSA documents shall be read as “RE Power Developer” or “RPD” respectively.</p>	
2.	Section-I Cl. 13	<p><b>“CONTRACTED CAPACITY”</b> shall mean the AC capacity in MW contracted with SECI for supply by the RPD to SECI at the Delivery Point from the Project, and shall be equal to the Project Capacity as defined;</p>	<p><b>“CONTRACTED CAPACITY”</b> shall mean the AC capacity in MW contracted with SECI for supply by the RPD to SECI at the Delivery Point from the Project, based on which the PPA is executed with SECI;</p>
3.	Section I Cl. 25	<p><b>“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”</b> shall mean a single point or multiple points at 220kV or above, where the power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Interconnection at 132kV will be allowed exclusively in case the project is granted connectivity at an available bay of an existing ISTS substation, if any. Metering ...</p>	<p><b>“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”</b> shall mean a single point or multiple points at 220kV or above, where the power from the Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering ...</p>
4.	Section I Cl. 36	<p><b>“POOLING SUBSTATION/ POOLING POINT”</b> shall mean a point where more than one Solar PV Project may connect to a common Transmission System....</p>	<p><b>“POOLING SUBSTATION/ POOLING POINT”</b> shall mean a point where more than one Project may connect to a common Transmission System....</p>
5.	Section I Cl. 39	<p><b>“PROJECT”</b> shall mean the renewable energy generation facility, comprising all the various</p>	<p><b>“PROJECT” or “RENEWABLE POWER PROJECT” or “RE PROJECT”</b> shall mean the</p>

		components classified by the MNRE as “Renewable Energy Sources”, for supply of RE power, including ESS, if any, complemented by Thermal Power Sources, having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project.....	renewable energy generation facility, comprising Solar Power Generating systems, Wind Power Generating systems, or a combination thereof, for supply of RE power, including ESS, if any, having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project.....
6.	Section I Cl. 42	<b>“PROJECT DEVELOPER” or “DEVELOPER” or “RE POWER DEVELOPER (RPD)”</b> shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with SECI;	<b>“PROJECT DEVELOPER” or “DEVELOPER” or “RE POWER DEVELOPER (RPD)”</b> shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of Project and signing of PPA with SECI. The term “RPD” shall also refer to a generator and supplier of RE Power complemented with Thermal Power, in Round-The-Clock manner;
7.	Section I Cl. 45	<b>“RENEWABLE ENERGY (RE) POWER PROJECT”</b> shall mean a Project generating electrical energy from Renewable energy sources as defined by MNRE, including, but not limited to Solar PV Power Project or Wind Power Project or Small Hydro Power project or a combination thereof, with or without Energy Storage System (ESS);	Not Used.
8.	Section I Cl. 47	<b>“RfS DOCUMENT”</b> shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfS No. SECI/C&P/RPD/RTC-II/RfS/5000MW/032020 dated 17.03.2020;	<b>“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOCUMENTS”</b> shall mean the “Request for Selection” document issued by SECI including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof vide RfS No. SECI/C&P/RPD/RTC-II/RfS/5000MW/032020 dated 17.03.2020;
9.	Section I Cl. 51	<b>“SOLAR PV POWER PROJECT”</b> shall mean....	<b>“SOLAR PV POWER PROJECT” or “SOLAR POWER GENERATING SYSTEM/STATION”</b> shall mean....

10.	Section I Cl. 54	<p><b>“THERMAL POWER PROJECT”</b> shall mean Coal based Thermal Power Project, using coal as the source for conversion from mechanical energy to electrical energy, and shall include thermal power plants which are already, partly or fully, commissioned before the issuance of bids or are under construction at the time of issuance of bids, but have spare generation capacity that can be made available for long-term supply of RTC Power under this RfS. The Thermal Power can be based on domestic coal as fuel, or on coal from imported sources. However, whether the fuel is domestic coal or imported coal needs to be clearly stipulated at the time of bid submission. The ‘spare capacity’, referred above, is that capacity of a thermal power project that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.</p>	<p><b>“THERMAL POWER PROJECT” or “THERMAL POWER GENERATING SYSTEM(S)/STATION(S)”</b> shall mean a Coal based Thermal Power Project, using coal as the source for conversion from mechanical energy to electrical energy, and shall include thermal power plants which are already, partly or fully, commissioned before the date of issuance of this RfS, or are under construction as on the date of issuance of this RfS, but have spare generation capacity that can be made available for long-term supply of RTC Power under this RfS.</p> <p>The ‘<b>spare capacity</b>’, referred above, is that capacity of a thermal power project that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.</p>
11.	Section I Cl. 59.	<p><b>“WIND POWER PROJECT”</b> means the....</p>	<p><b>“WIND POWER PROJECT” or “WIND POWER GENERATING SYSTEMS/STATIONS”</b> means the....</p>
12.	Section II Cl. 6	<p>..... MNRE has issued a "Draft Guideline for Tariff Based Competitive Bidding Process for Procurement of Round-The Clock Power from Grid Connected Renewable Energy Power Projects, complemented with Power from Coal Based Thermal Power Projects" vide F.No. 283/48/2019-GRID SOLAR dated 12.02.2020. These Guidelines.....</p>	<p>..... Ministry of Power has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Round-The Clock Power from Grid Connected Renewable Energy Power Projects, complemented with Power from Coal Based Thermal Power Projects" vide Gazette Resolution no. 23/05/2020-R&amp;R dated 22.07.2020. These Guidelines....</p>
13.	Section II Cl. 10	<p><b><u>Modified as follows:</u></b></p> <p>Bidders shall submit their bid by offering a composite single tariff for the cumulative capacity quoted for.</p> <p><b>Under the RfS, the minimum bid capacity shall be 250 MW.</b> The RPD shall supply RE Power complemented with dispatchable Thermal Power, in Round-the-Clock manner, keeping at least 85% availability annually, and also at least 85% availability during the Peak Hours. The RPD is required to offer power such that at least 51% of the annual energy offered corresponds to RE Power, and the balance is offered from thermal sources.</p> <p>The RPD can combine storage for ensuring that it achieves the required minimum annual</p>	

		availability of 85%. However, annually minimum 51% of energy shall be offered from renewable energy sources. This 51% shall also include offer from the storage system, provided RE sources were used to store energy in the storage system.	
14.	Section II Cl. 11	If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 3 years after COD), SECI will....	If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 2 years after COD), SECI will.....
15.	Section II Cl. 13	The Developer shall set-up generating system(s) for supply of RE Power and may complement the RE Power through supply of Thermal Power from thermal Generating System(s) in order to meet the commitment of RTC supply.	Not Used.
16.	Section II Cl. 14	<b><u>Modified as follows:</u></b> Bidders are allowed to form Consortia under the RfS. Criteria pertaining to tie-up with Thermal Power Projects are detailed out in Clause B.4, Section IV of the RfS.	
17.	Section II Cl. 15	<b><u>Modified as follows:</u></b> <b>Tying up with Thermal Power Projects:</b> The Developer shall set-up generating system(s) for supply of RE Power complemented/balanced with Thermal Power from Thermal Power Generating System(s) in order to meet the commitment of RTC supply.  A Thermal Power generator cannot tie up with more than one Bidder, for the same 'spare capacity' under this RfS. An undertaking to this effect issued by the respective Thermal Power generator shall be required to be submitted by the concerned Bidder, under this RfS. Only when this tender has been concluded and the said spare thermal power capacity is not part of the successful bid, that such thermal capacity can be tied up for participation in other tenders. However, multiple spare capacities of the same Thermal Power Project can be tied up with different Bidders under this RfS.  An entity, for the purpose of participation in this tender, may tie up with multiple 'spare capacities' of different Thermal Power Projects, and submit a single Bid for the same under this RfS. Irrespective of the contractual arrangement between the RE Power Developer and Thermal Power generator, all the developer related liabilities, under this RfS and the PPA thereunder, shall be of the entity signing the PPA, recognized as RPD.	
18.	Section II Cl. 16	RPD is required to supply at least 51% of annual energy from RE sources, including ESS if any, for the purpose of this RfS. RE Power may include solar, wind, small hydro, or a combination thereof, with or without any Energy Storage System (ESS). The option of selecting the type and mix of RE sources and the usage of ESS shall be with the Generator.	Not Used.

19.	Section II Cl. 17	<p>Already commissioned RE projects cannot be considered under this RfS. RE Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement and augmentation of already commissioned RE Projects, irrespective of their capacities will not be considered as eligible Project under this scheme. Already commissioned or under construction thermal projects can be considered under this scheme, provided they have spare generation capacity that can be made available for long-term supply of Power. The Thermal Power can be based on domestic coal as fuel, or on coal from imported sources. However, whether the fuel is domestic coal or imported coal needs to be clearly stipulated at the time of bid submission. The 'spare capacity', referred above, is that capacity of a thermal power project that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.</p>	<p>Already commissioned RE projects cannot be considered under this RfS. RE Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement of, or adding extra capacity to already commissioned Projects, irrespective of their capacities, will not be considered as eligible Project under this RfS.</p> <p>Already commissioned or under construction thermal projects can be considered under this RfS, provided they have spare generation capacity that can be made available for long-term supply of Power. The 'spare capacity', referred above, is that capacity of a Thermal Power Project that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.</p>
20.	Section II Cl. 18	<p>This RfS document has been prepared based on the Draft Scheme for "Supply of Round-The-Clock (RTC) Power from RE Power Projects, complemented with Power from Thermal Power Projects" issued by Ministry of New &amp; Renewable Energy vide F.No. 283/48/2019-GRID SOLAR dated 02.01.2019, including its final version and subsequent amendments and clarifications.</p>	<p>This RfS document has been prepared based on the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Round-The Clock Power from Grid Connected Renewable Energy Power Projects, complemented with Power from Coal Based Thermal Power Projects" issued vide Gazette Resolution no. 23/05/2020-R&amp;R dated 22.07.2020 and subsequent amendments and clarifications thereto.</p>
21.	Section III Preamble	<p>...</p> <p>Bidders may note that the respective rights of SECI and Bidders/RPDs shall be governed by the RfS Documents/Contracts signed between SECI and the Bidders/RPDs. The provisions of RfS Documents shall always prevail over any other documents in case of contradiction.</p> <p>...</p>	<p>...</p> <p>Bidders may note that the respective rights of SECI and Bidders/RPDs shall be governed by the RfS Documents/Contracts signed between SECI and the Bidders/RPDs.</p> <p>...</p>

22.	Section III Cl. 3.3	<p><b><u>Modified as follows:</u></b></p> <p><b>RTC power configuration</b></p> <p>a. RE Projects, along with Thermal Projects, are required to be designed for inter-connection with the ISTS substation at voltage level of 220kV or above.</p> <p>b. The RfS has been issued for procurement power from a cumulative “Contracted Capacity” of 5000 MW, which corresponds to RTC power from RE Projects complemented with power from Coal based Thermal Power Projects.</p> <p>c. The capacity (in MW) quoted by the Bidders in the Covering Letter (and the LoA issued by SECI) shall mean “Contracted Capacity”.</p> <p>d. For a Contracted Capacity of 500 MW (for eg.), the “Project Capacity” can be more than Contracted Capacity, i.e. 500 MW. Project Capacity shall mean rated AC capacities of solar PV and wind power components as declared to be installed under the PPA. It is to be noted that at the time of commissioning, installation of the above rated capacity of wind and solar PV components as declared in the PPA, will be verified by the Commissioning Committee.</p> <p>e. A “Project” under the RfS, PPA and PSA refers to the “RE Project” which forms part of the RTC configuration declared under the PPA.</p> <p>f. Thus, a possible configuration of “RTC configuration” against a Contracted Capacity of 500 MW could be:</p> <ul style="list-style-type: none"> <li>a. Solar PV component: 300 MW</li> <li>b. Wind Power component: 100 MW</li> <li>c. Thermal Power component: 200 MW</li> </ul> <p>g. As evident above, an “RTC configuration” therefore, comprises “RE Project” and “Thermal Project” under the RfS, PPA and PSA.</p> <p><i>(Important Note: In case of discrepancies with respect to the meaning of the terms as illustrated above, with usage of the above terms in other clauses of the RfS, the above clauses, i.e. Cl. 3.3 (a)-(g), Section-III of the RfS shall prevail).</i></p> <p>h. The RTC configuration will be submitted by the bidder at the time of bid submission, and can be changed within 30 days of issuance of LoA. Subsequently, rated capacities of the RE components cannot be decreased during the Term of the PPA. In case the rated capacities of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD.</p>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>This forms the “Project” or “RE Project” as defined in the RfS and PPA</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p>This forms the “Thermal Project” as defined in the RfS and PPA</p> </div>
23.	Section III Cl. 4.1	<p>The Projects can be located anywhere in India. For better grid balancing, different components of RTC power i.e. solar, wind, small hydro, and thermal can be connected with the CTU network at multiple injection points, but within the same RLDC region.</p>	<p>The Projects can be located anywhere in India. The RE generation components, along with ESS installed, if any, may either be co-located, or may be located at different locations. While different components of RTC power i.e. solar, wind and thermal can be connected with ISTS network at different ISTS sub-stations, for</p>

			better Grid balancing they shall be connected within the same RLDC area.
24.	Section III Cl. 6.	<b>MAXIMUM ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION FOR A BIDDER</b>	<b>MAXIMUM ELIGIBILITY FOR CONTRACTED CAPACITY ALLOCATION FOR A BIDDER</b>
25.	Section III Cl. 6.(i)	A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for any quantity between (and including) <b>500 MW to 5000 MW</b> , in the prescribed formats.	A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid offering a minimum quantum of power of <b>250 MW</b> capacity and a maximum quantum of <b>5000 MW</b> , in the prescribed formats.
26.	Section III Cl. 6.(ii)	For each Project, the minimum Project capacity shall be <b>500 MW</b> and the maximum capacity shall be <b>5000 MW</b> .....	Not used.
27.	Section III Cl. 6.(iv)	In case the Bidder wishes to set up more than One Project, then the Projects would need to be physically identifiable for the Project Capacity with separate boundary wall, separate injection points and metering arrangement.	In case the Bidder wishes to set up more than One Project, then the Projects would need to be physically identifiable for the Project Capacity with separate injection points and metering arrangement.
28.	Section III Cl. 7.1	Different components of RTC power i.e. solar, wind, small hydro and thermal can be connected with CTU at different CTU sub-stations, but within the same RLDC region.	Different components of RTC power i.e. solar, wind and thermal can be connected with CTU at different CTU sub-stations, but within the same RLDC region.
29.	Section III Cl. 7.6.a)	Acceptance of such an arrangement by CTU.	Acceptance of such an arrangement by CTU/RLDC.
30.	Section III Cl. 7.10.ii	Existing substations where augmentation is under process or plans for augmentation have been announced.	Existing substations / sub stations under construction where augmentation is under process or plans for augmentation have been announced.
31.	Section III Cl. 7.10.iii	<b><u>Modified as follows:</u></b> Substations approved under the updated plan made available by the Minutes of meeting for Northern, Eastern, Western and Southern Region committees and as displayed by the CTU on its website, <a href="https://webapps.powergrid.in/ctu/u/Default.aspx">https://webapps.powergrid.in/ctu/u/Default.aspx</a> , subject to availability of requisite margin for grant of connectivity.	
32.	Section III Cl. 7.10	The LTA shall be applied for by the RPD within 60 days of issuance of LOAs.	The LTA shall be applied for by the RPD within 30 days of signing of PSA, and intimation of the same by SECI to the RPD.
33.	Section III Cl. 7.12	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 commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of	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 commissioning of the Project gets delayed beyond the applicable date of

		any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. Further, in case SCD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date for the reasons attributable to the RPD, the applicable transmission charges and losses shall be borne by the RPD.	ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any.
34.	Section III Cl. 7.13	If for any RE source utilized by the RPD which is not eligible for applicable waiver of ISTS-charges and losses, applicable ISTS charges and losses levied for such RE component and its corresponding capacity shall be borne by the RPD. It is however, clarified that ISTS charges and losses corresponding to the energy injected from the Thermal Power component of the Project, shall be borne by the Buying Entity, beyond the Delivery Point(s) and upto the drawl point(s). Further, energy injected from the thermal project component, if any, shall be subject to applicable regulations with respect to Deviation Settlement Mechanism (DSM).	It is however, clarified that ISTS charges and losses corresponding to the energy injected from the Thermal Power component of the Project, shall be borne by the Buying Entity, beyond the Delivery Point(s) and upto the drawl point(s). Further, energy injected from the thermal project component, if any, shall be subject to applicable regulations with respect to Deviation Settlement Mechanism (DSM).
35.	Section III Cl. 8.1.a.	The procurement shall be in power (MW) terms. The RPD shall install, operate and maintain the Project such that the Availability of the Contracted Capacity of the Project is at least 80% (eighty per cent) thereof during each year of the Term of the Project ("Normative Availability").	The procurement shall be in power (MW) terms. The RPD shall install, operate and maintain the Project to supply RE Power complemented with dispatchable Thermal Power, in Round-The-Clock manner, keeping at least 85% Availability annually and also at least 85% Availability during the Peak Hours.
36.	Section III Cl. 8.1.b.	Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times. The RPD shall confirm the Availability from the Project no later than 48 (forty-eight) hours prior to its occurrence.	Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times. The RPD shall declare the Availability corresponding to the Project for each time-block within the timelines as per Applicable Laws and Regulations
37.	Section III Cl. 8.1.d.	Pursuant to the provisions of Clause iii above, the RPD....	Pursuant to the provisions of Clause c above, the RPD....
38.	Section III Cl. 8.1.g.	<b>New Clause</b>	The RPD shall offer power such that at least 51% of the annual energy offered corresponds to RE Power, and the balance is offered from

			thermal sources.
39.	Section III Cl. 8.1.h.	<b>New Clause</b>	The RPD can combine storage for ensuring that it achieves the required minimum annual Availability of 85%. However, annually minimum 51% of energy shall be offered from renewable energy sources. This 51% shall also include offer from the storage system, provided RE sources were used to store energy in the storage system.
40.	Section III Cl. 8.2	<b><u>Modified as follows:</u></b>  <b>Shortfall in Power Offered</b>	<ol style="list-style-type: none"> <li>1. Subsequent to commissioning of the Project, if for any Contract Year, in case the Project Availability is less than 85% on an annual basis, or during the Peak Hours, for reasons attributable to the RPD, such shortfall in performance shall make the RPD liable to pay the liquidated damages provided in the PSA (Power Sale Agreement) as payable by SECI to Buying Utility(ies)/ Discoms and shall duly pay such damages to SECI to enable SECI to remit the amount to Buying Utility(ies)/ Discoms. These damages shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such damages will be 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at the maximum indexed composite tariff payable during the year.</li> <li>2. Further, the RPD shall also be liable for paying liquidated damages to SECI for any shortfall in offering RE power below the mandatory 51% of the total power offered in a Contract Year, for reasons solely attributable to the RPD. The damages corresponding to this shortfall in RE power shall be calculated at 25% of the maximum indexed composite tariff payable during the year for each unit of shortfall.</li> <li>3. In a particular Contract Year, in case of shortfall in annual Availability below 85% and annual shortfall in offering RE power below 51% of the total power offered, the maximum of two damages shall be applicable, but not both.</li> <li>4. The reference to the liquidated damages for shortfall to enable SECI to remit the amount to buying utility(ies) and the amount being equal to the damages payable by the buying utility(ies) for not meeting RPO is only a measure of damage. It shall not be construed that the damage is payable by RPD only if the buying utility(ies) are required to pay damage for such not meeting of RPO or that the buying utility(ies) or the RPD shall be required to prove or establish such payment of damage for not meeting the RPO.</li> <li>5. RPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the RPD for shortfall in power offered is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this</li> </ol>

		<p>document is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI in each case specified under the PPA.</p> <p>6. However, this damage shall not be applicable in events of Force Majeure identified under the PPA with SECI, affecting supply of power by the RPD.</p> <p>7. Illustration to this effect is enclosed at Annexure-E of the RfS.</p>					
41.	Section III Cl. 8.3	<p>.....</p> <p>In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the RPD will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.</p>	<p>.....</p> <p>In case at any point of time, the peak power from the RTC configuration reached is higher than the Contracted Capacity and causes disturbance in the system at the point where power is injected, the RPD will have to forego the excess generation and reduce the output to the Contracted Capacity to ensure compliance with grid requirement.</p> <p>The RPD may also sell the power which was offered to SECI/Buying Utility (within the Contracted Capacity) but not scheduled by SECI/Buying Utility, to any third party or power exchange without requiring NOC from SECI/Buying Entity on day-ahead basis.</p>				
42.	Section III Cl. 8.4.a.	<p><b>Table modified as follows:</b></p> <table border="1"> <thead> <tr> <th>Duration of Grid unavailability</th> <th>Provision for Generation Compensation</th> </tr> </thead> <tbody> <tr> <td>Grid unavailability beyond 175 hours in a contract year, as defined in the PPA</td> <td>Generation Compensation = ((Composite Tariff x RE power (MW) offered but not scheduled by Buying Utility) + (Fixed Charge x Thermal power (MW) offered but not scheduled by Buying Utility)) X 1000 X No. of hours of grid unavailability</td> </tr> </tbody> </table>		Duration of Grid unavailability	Provision for Generation Compensation	Grid unavailability beyond 175 hours in a contract year, as defined in the PPA	Generation Compensation = ((Composite Tariff x RE power (MW) offered but not scheduled by Buying Utility) + (Fixed Charge x Thermal power (MW) offered but not scheduled by Buying Utility)) X 1000 X No. of hours of grid unavailability
Duration of Grid unavailability	Provision for Generation Compensation						
Grid unavailability beyond 175 hours in a contract year, as defined in the PPA	Generation Compensation = ((Composite Tariff x RE power (MW) offered but not scheduled by Buying Utility) + (Fixed Charge x Thermal power (MW) offered but not scheduled by Buying Utility)) X 1000 X No. of hours of grid unavailability						

43.	Section III Cl. 8.4.b.	<p><b><u>Modified as follows:</u></b></p> <p><b>Payment in case of reduced offtake:</b></p> <p>The RPD and the Buying Utility shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the Project is available to supply power but the offtake of power is not done by the Buying Utility, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&amp;R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, except for the cases where the reduced offtake is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, considering the principle of ‘must run’ status for RE Power, and the Fixed charges for thermal power, the RPD shall be eligible for payment from the Buying Utility, corresponding to the reduced offtake, in terms of following manner. For claiming compensation the RPD must sell its power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the contracted capacity and the quantum of power scheduled by the Buying Utility.</p>			
<table border="1"> <thead> <tr> <th data-bbox="342 884 496 972">Reduced offtake</th> <th data-bbox="496 884 1560 972">Provision for Generation Compensation</th> </tr> </thead> <tbody> <tr> <td data-bbox="342 972 496 1478"></td> <td data-bbox="496 972 1560 1478"> <p>Generation Compensation = ((Composite Tariff x RE power (MW) offered but not scheduled by Buying Utility) + (Fixed Charge x Thermal power (MW) offered but not scheduled by Buying Utility)) X 1000 X No. of hours of reduced offtake</p> <p>However, any amount realized by the RPD, by third party sale of such power which was offered but not scheduled, shall be shared with the Buying Utility in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p> <p>(a) <b>For RE Power:</b> 90% of Net realization</p> <p>(b) <b>For Thermal Power:</b> 50% of Net realization above variable Charges</p> </td> </tr> </tbody> </table>		Reduced offtake	Provision for Generation Compensation		<p>Generation Compensation = ((Composite Tariff x RE power (MW) offered but not scheduled by Buying Utility) + (Fixed Charge x Thermal power (MW) offered but not scheduled by Buying Utility)) X 1000 X No. of hours of reduced offtake</p> <p>However, any amount realized by the RPD, by third party sale of such power which was offered but not scheduled, shall be shared with the Buying Utility in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p> <p>(a) <b>For RE Power:</b> 90% of Net realization</p> <p>(b) <b>For Thermal Power:</b> 50% of Net realization above variable Charges</p>
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44.	Section III Cl. 8.4.	<p><b>Note:</b> Notwithstanding anything mentioned above, the provisions of Clause 8.4 of the RfS shall be applicable subject to the acceptance of the same by the respective Buying Utility in the Power Sale Agreement.</p>	<p><b>Deleted</b></p>		
45.	Section III Cl. 9.1	<p>.....</p> <p><b>Note:</b> The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the issuance of LOA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities.....</p>	<p>.....</p> <p><b>Note:</b> The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities.....</p>		

46.	Section III Cl. 10.4	<b>New Clause</b>	<p>In lieu of a Bank Guarantee against EMD, the Bidder may also choose to submit "Payment on Order instrument (POI)" / Letter of Undertaking against EMD, to pay in case situation of default of the Bidder in terms of tender condition arises. Such POI shall be issued by either Indian Renewable Energy Development Agency (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC). Format of the same is enclosed as Format 7.3 D of the RfS.</p> <p>The phrase "Bank Guarantee (BG) towards/against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG) towards/against EMD/Payment on Order Instrument (POI) against EMD".</p>
47.	Section III Cl. 11	<b>PERFORMANCE BANK GUARANTEE (PBG)</b>	<b>PERFORMANCE BANK GUARANTEE (PBG)/ PAYMENT ON ORDER INSTRUMENT (POI)</b>
48.	Section III Cl. 11.1	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ <b>INR 10 Lakh/ MW/Project</b> within 70 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier. ...	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ <b>INR 10 Lakh/ MW/Project</b> , at least 07 working days prior to signing of PPA (PPA signing date to be intimated by SECI). ...
49.	Section III Cl. 11.7	<b>Addendum to the Clause</b>	In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
50.	Section III Cl. 11.10	<b>New Clause</b>	<b>Payment on Order Instrument (POI):</b> As an alternative to submission of PBG as above, the RPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of RfS/PPA. This

			<p>instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Clause 11.1 above, for the amount and validity period as per those Clause 11.1 above. In case the RPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 11.1 above, will be applicable in this case too.</p> <p>The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.</p>
51.	Section III Cl. 12	<p><b>Payment Security Deposit</b></p> <p>....Modalities of operationalization of the Payment Security Deposit will be notified by MNRE at appropriate stage, through necessary guidelines/orders.</p> <p>The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.</p> <p>In case the RPD is unable to furnish the above amount prior to commissioning of the corresponding part-capacity, SECI reserves the right to recover the same from the monthly energy payments made to the RPD, along with interest @ SBI 1-year MCLR to be levied from the date of commissioning of the said part-capacity to the date of recovery/due date of payment of invoices.</p>	<p><b>Payment Security Deposit</b></p> <p>....Modalities of operationalization of the Payment Security Deposit will be notified by SECI at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.</p>
52.	Section III Cl. 14.1	<p>.....</p> <p><b>Note:</b> PPA will be executed between SECI and the RPD as per the breakup of the cumulative Project capacity awarded to the Bidder. It is reiterated that the Contracted Capacity as per the PPA shall refer to the RE Project. The RPD shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 7.1), which can be changed by the RPD subsequent to issuance of LoA upto the date as on 30 days from issuance of LoA. For an individual Project using a combination of wind and solar power generation</p>	<p>.....</p> <p><b>Note:</b> PPA will be executed between SECI and the RPD as per the breakup of the cumulative Contracted Capacity awarded to the Bidder. The RPD shall provide the RTC configuration for the quoted capacity in the Covering Letter (Format 7.1), which can be changed by the RPD subsequent to issuance of LoA upto the date as on 30 days from issuance of LoA. <b>Subsequently, rated capacities of the RE components cannot be decreased during the Term of the PPA. In case the rated capacities</b></p>

		<p>components, any modification in the rated capacities of Wind and/or Solar components in the Project, as well as the share of energy from RE component and thermal component in the Project, shall be intimated to SECI within 30 days of issuance of LoA. The abovementioned parameters will thereafter remain unchanged.</p> <p>However, it may be noted that the Successful Bidder shall be allowed to change the State of the proposed Project locations, prior to achievement of Financial Closure of the Project. Any changes in the location of the Project(s) awarded shall not be permitted subsequent to the above deadline. The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date or from the date of full commissioning of the Projects, whichever is earlier.</p>	<p><b>of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD.</b></p> <p>The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date or from the date of commissioning of full Project capacity, whichever is earlier.</p>
53.	Section III Cl. 14.4	<p>Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the SPD and SECI, will be executed by SECI with the Buying Entity for sale of solar power to buying entity, with the buying entity assuming all the obligations of SECI under the PPA.....</p>	<p>Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the SPD and SECI, will be executed by SECI with the Buying Entity for sale of power to Buying Entity, with the buying entity assuming all the obligations of SECI under the PPA.....</p>
54.	Section III Cl. 14.5	<p>The RPDs will be free to reconfigure and repower the project from time to time during the PPA duration. However, SECI will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.</p>	<p>The RPDs will be free to reconfigure and repower various components of the RTC configuration from time to time during the PPA duration, pursuant to Clause 14.1 above. However, SECI will be obliged to buy power only upto the Contracted Capacity as per the Power Purchase Agreement (PPA).</p>
55.	Section III Cl. 14.7	<p><b><u>Modified as follows:</u></b></p> <p>Applicable Tariff:</p> <p>A composite single first-year tariff for renewable energy, complemented with thermal energy shall be quoted by the Bidders (the “<b>Composite Tariff</b>”). The Composite Tariff shall be quoted at the Delivery Point which shall be the ISTS Substation.</p> <p>The cost of thermal power varies with the price of coal, operation and maintenance cost, etc. Thus, to accommodate such variations in cost in the entire energy mix, 25% of the Composite Tariff shall be indexed and adjusted, with the index of domestic coal or the imported coal, as the case may be, as notified by Central Electricity Regulatory Commission (CERC) from time to time.</p> <p>After adjusting for indexation, the Renewable energy supplied shall be paid at indexed Composite Tariff based on the offered RE Power capacity. For Thermal component of power, 50% of the</p>	

		<p>indexed Composite Tariff shall be deemed to be the Thermal Fixed Charge Tariff and 50% of the indexed Composite Tariff shall be deemed to be the Thermal Variable Charge Tariff. The Fixed Charge shall be paid based on the offered thermal capacity at Thermal Fixed Charge Tariff, (50% of indexed Composite tariff), whereas the Variable Charge shall be paid to the extent of thermal energy dispatched, at Thermal Variable Charge Tariff (50% of indexed Composite tariff).</p> <p>Further, the Bidder shall be required to indicate the source of coal (domestic/imported) being utilized in the Thermal Project, in the Covering Letter. Once such source is specified at the time of bid submission, the indexation of composite tariff shall be done on the same basis, for the entire Term of the PPA.</p>	
56.	Section III Cl. 15 (iii)	<p>.....</p> <p>It is presumed that in terms of Clause 13.4 of the Guidelines issued by MNRE, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure.</p>	<p>.....</p> <p>It is presumed that in terms of Clause 11.5 of the Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of submission of petition or within 120 days from the date of signing of Power Sale Agreement (PSA), whichever is more. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days of submission or 120 days of signing of PSA, whichever is more, shall entail a corresponding extension in financial closure deadline.</p>
57.	Section III Cl. 16.a	<p>.....</p> <p>However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years after the SCD.</p>	<p>.....</p> <p>However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCD or the date of commissioning of full project capacity, whichever is later.</p> <p>Further, in case of Part Commissioning, rated capacities of the RE and thermal components shall be required to be commissioned in the same ratio of the RTC configuration for the entire Contracted Capacity as per the PPA.</p>
58.	Section III Cl. 16.b.e.	<p>It is presumed that in terms of Clause 13.4 of the Guidelines issued by MNRE, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the</p>	<p>It is presumed that in terms of clause 11.5 of the Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission or within 120 days from the date signing of Power Sale Agreement (PSA), whichever is more. However, notwithstanding</p>

		Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in Scheduled Commissioning Date.	anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 days of submission or 120 days of signing of PSA, whichever is more, shall entail a corresponding extension in Scheduled Commissioning Date.
59.	Section III Cl. 16.d	... Such intimation regarding consent to procure energy from early commissioning shall be provided by SECI within 30 days of receipt of the request being made by the RPD.	... Such intimation regarding consent to procure energy from early commissioning shall be provided by SECI within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal.
60.	Section III Cl. 18.3	In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 03 (Three) years from the COD, except with the prior approval of SECI. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 03 (Three) years after COD, except with the prior approval of SECI. However, ...	In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 02 (Two) years from the COD, except with the prior approval of SECI. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 02 (Two) years after COD, except with the prior approval of SECI. However, ...
61.	Section III Cl. 18.4	In case of the selected 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 03 (three) years after the COD, except with the prior approval of SECI. However,...	In case of the selected 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 02 (two) years after the COD, except with the prior approval of SECI. However,...
62.	Section III Cl. 18.5	... In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 03 (three) years after COD.	... In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 02 (two) years after COD.
63.	Section III Cl. 18.6	Any change in the shareholding after the expiry of 03 years after COD can be undertaken under intimation to SECI....	Any change in the shareholding after the expiry of 02 years after COD can be undertaken under intimation to SECI....

64.	Section III Cl. 18.7	In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI.	Deleted
65.	Section III Cl. 19.2	Aggregate capacity offered under this RfS is 5000 MW. For each project, minimum Project size shall be 500 MW and maximum size shall be 5000 MW. The Bidders may submit their proposals accordingly. The proposals may be enclosed in the same envelope in the manner described in Clause No. 23, Section-III, Instructions to Bidders (ITB) of RfS.	Deleted
66.	Section III Cl. 20.3.	Earnest Money Deposit (EMD) in the form as per Format 7.3 A.	Earnest Money Deposit (EMD) in the form as per Format 7.3 A./Format 7.3 D.
67.	Section IV Cl. A.4.	<p><b>Modified as follows:</b></p> <p>In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:</p> <ol style="list-style-type: none"> <li>i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).</li> <li>ii. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.</li> <li>iii. "Bidder from a country which shares a land border with India" for the purpose of this clause, means: <ol style="list-style-type: none"> <li>a. An entity incorporated, established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium where any member of the consortium falls under any of the above.</li> </ol> </li> <li>iv. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8 of the RfS.</li> <li>v. Other provisions of the referred OM dated 23.07.2020 will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including</li> </ol>	

		subsequent amendments and clarifications thereto.	
68.	Section IV Cl. A.7	..... This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to three years after the COD of the Project.....	..... This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to two years after the COD of the Project, except with the prior approval of SECI.....
69.	Section IV Cl. B.4.ii.	The Thermal Power can be based on domestic coal as fuel, or on coal from imported sources. However, whether the fuel is domestic coal or imported coal needs to be clearly stipulated at the time of bid submission, in Format 7.10.	The Thermal Power Project can be based on domestic coal as fuel, or on coal from imported sources.
70.	Section IV Cl. B.4.iii.	The ' <b>spare capacity</b> ', referred above, is that capacity of a thermal power generating system that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.	The ' <b>spare capacity</b> ', referred above, is that capacity of a thermal power generating system that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS. Spare capacity / thermal component, as tied up by the RPD for the Term of the PPA, as indicated at the time of bid submission shall be maintained during entire term of PPA, except for the situations where the thermal plant is shut down for scheduled/planned maintenance, or on account of Force Majeure, in which case, the developer is free to tie up the thermal power from some other thermal power plant, without any additional liability to SECI for procurement of power from the other source. In exceptional circumstances, the RPD may be allowed to change the tie-up with prior approval of SECI and the DISCOM.
71.	Section IV Cl. B.4.iv.	In order to ensure that the 'spare capacity' of thermal power has been tied up by the bidders, the bidders have to submit, at the time of bid submission, proof of such tie-up and the availability of spare capacity of thermal power, in the thermal power plant so tied up, corresponding to at least 60% of their offered bid capacity	In order to ensure that the 'spare capacity' of thermal power has been tied up by the bidders, the bidders have to submit, at the time of bid submission, proof of such tie-up and the availability of spare capacity of thermal power, in the thermal power plant so tied up. Such proof shall be in the form of a

		supported by way of sworn affidavit (Format 7.11).	Board Resolution, signed by the authorized representative of the Board of Directors of the company owning such thermal plant being proposed for tie-up, duly notarized on a Rs 100/- non-judicial stamp paper (Format 7.11). Alternatively, the bidder can form a Consortium with owners of the thermal power plant(s).
72.	Section IV Cl. C.8.	...then, total Net-Worth to be met by the Consortium is Rs. 1 Crores x 100MW = Rs. 100 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 70 Crores and to be met by Consortium Member B would be Rs. 30 Crores. Similar methodology shall be followed for computation of turnover and other liquidity requirement.	...then, total Net-Worth to be met by the Consortium is Rs. 1.5 Crores x 100MW = Rs. 150 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 105 Crores and to be met by Consortium Member B would be Rs. 45 Crores. Similar methodology shall be followed for computation of liquidity requirement.
73.	Section V Cl. 2.b.v.	On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to 5000 MW, then the procedure as elaborated in Clause No. 3.2 of this Section-V shall be followed.	On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate capacity as quoted by the short-listed Bidders is lower than or equal to 5000 MW, then the procedure as elaborated in Clause No. 3.2 of this Section-V shall be followed.
74.	Section V Cl. 4	<p><b><u>Modified as follows:</u></b></p> <p><b>L-1 MATCHING AND SELECTION OF SUCCESSFUL BIDDERS</b></p> <p>i. At the end of the e-RA, the Bidder quoting the lowest tariff (L1 tariff) will be identified and shall be declared as Successful Bidder. In case of multiple Bidders quoting the L1 tariff, all such Bidders (“L1 Bidders”) will be declared as Successful Bidders, for the eligible capacity <math>S_E</math>.</p> <p>ii. In case the Eligible Capacity <math>S_E</math>, as per Clause 3.2 above, is not fully met by the Successful Bidder(s) as declared above, the remaining Bidders will be asked to match the lowest tariff as discovered above (“L1 Matching”).</p> <p>iii. During the L1 Matching round, the originally lowest bidder other than the L1 Bidder (L2 Bidder), who agrees to match the L1 tariff shall be offered the remaining quantum or the quantum quoted by it, whichever is lower. After the acceptance/refusal of such offered capacity by the L2 Bidder, if some quantum is still left, it will be allocated to the next originally lowest bidder (L3 Bidder) and so on, till the total project capacity (i.e. <math>S_E</math>) is exhausted. For the purpose of operation of this clause, L1, L2 and L3 Bidders shall be relative positions of bidders after reverse auction, but before L1 tariff matching.</p>	

iv. In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others. In the above case, if the time of quote also become exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

- Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
- Step 2: Ranking will be done based on draw of lots.

**v. Mechanism for L1 matching:**

- a. Subsequent to conclusion of e-RA, the unsuccessful Bidders (who had participated in the e-RA but did not emerge as the L1 Bidder) will be offered to match the L1 tariff through an email communication sent by SECI.
- b. The L2 Bidder, i.e. the Bidder who has originally quoted the lowest tariff after the L1 Bidder, shall be offered to match the L1 tariff for its corresponding quoted capacity. The L2 Bidder shall be provided a period of 7 days from the date of communication sent by SECI, to accept or reject such offer.
- c. In case the L2 Bidder agrees to match the L1 tariff, the Bidder shall be declared as a Successful Bidder under the RfS, and shall be eligible to be awarded its quoted capacity. In case of any capacity still remaining out of  $S_E$ , the next Bidder, i.e. the L3 Bidder will be offered to match the L1 tariff for its respective quoted capacity, and so on, until the entire eligible capacity, i.e.  $S_E$  is filled out, or the offer for L1 matching has been extended to all the remaining Bidders, whichever is earlier.
- d. Each Bidder who has been offered to match the L1 tariff, shall be provided a period of 7 days to reply to SECI. Such replies shall be made through email, to the email id specified in SECI's communication. Further, conditional matching of the L1 tariff shall not be accepted, and in such case, the Bidder will be deemed to have refused the offer to match the L1 tariff. In case where no reply is received from a particular Bidder after the expiry of above 7 days, the offered capacity shall be deemed to have been rejected by such Bidder, and it will be offered to the next Bidder, if applicable.
- e. **Note:** The allocation of cumulative Contracted Capacity shall be closed at  $S_E$ . However, in no case shall the Contracted Capacity awarded to a Bidder selected under this RfS, be less than 250 MW. During the L1 Matching round, in case a Bidder matches the L1 Tariff and is allocated a partial capacity as a result, it shall be mandatory for such Bidder to accept such partial capacity, even if such capacity being offered is lower than 50% of the total capacity quoted by the Bidder, subject to such partial capacity being more than or equal to 250 MW.

		<p>In case the partial capacity is less than 250 MW, such capacity will remain unallocated, and the L1 matching process will be concluded.</p>
75.	Section V Cl. 5	<p><b><u>Modified as follows:</u></b></p> <p><b>ISSUANCE OF LoAs AND SIGNING OF PPAs:</b></p> <p>At the end of selection process, Letters of Award (LoAs) will be issued to the Successful Bidders comprising the L1 Bidder and those who match the L1 tariff as per the procedure elaborated above. The LoAs shall be awarded for the cumulative Contracted Capacities as quoted by the respective successful bidders, or the partial capacities, as the case may be. In case of a Consortium being selected as the successful Bidder, the LoA will be issued to the Lead Member of the Consortium.</p> <p>In case SECI is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned. SECI reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. In all cases, SECI’s decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.</p> <p>PPAs will be executed subsequent to signing of PSAs by SECI. After the issuance of LoA(s) for the cumulative awarded capacity, in case the total capacity of PSAs signed by SECI until 180 days subsequent to the date of issuance of LoAs is lower than the cumulative awarded capacity, the cumulative PPA capacity to be executed by SECI will be reduced accordingly.</p> <p>Further, in case of a mismatch between the cumulative capacity awarded and the cumulative capacity for which PPA is to be signed, preference will be given to first sign the PPA with the L1 bidder (as discovered after e-RA and before L1 matching), for its respective awarded capacity, followed by the bidder who had matched the L1 tariff earliest during the L1 matching round, and so on, until the cumulative PPA signing capacity is achieved. In case of any ties, the procedure as per Cl. 4.iv. above, will be followed.</p> <p>For a particular bidder, in case the finally modified capacity offered by SECI for signing of PPA is lower than 50% of the capacity for which the LoA was issued to the said Bidder, the respective Bidder may choose to reject such modified capacity, and will be allowed to exit the process, and EMD/POI submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. However, in case such modified capacity is more than or equal to 50% of the capacity awarded as per the LoA, it shall be mandatory for the respective Bidder to accept such modified capacity, and refusal to sign the PPA in this case, will be dealt as per the applicable provisions of the RfS. In case such offered partial capacity for signing of PPA is less than 250 MW, PPA will not be executed with such Bidder, and the respective EMD/POI will be returned by SECI</p>

76.	Section VII Format 7.1	<b><u>Table Modified as follows:</u></b>				
		<b>Contracted Capacity offered*</b>	<b>RTC configuration (RE + Thermal breakup)</b>	<b>Source of Fuel (Domestic/ Imported coal)</b>	<b>Location(s) (Village, Tehshil, Dist., State)</b>	<b>Interconnection Point(s) Details</b>
			Solar: ___MW (AC), ___MWp (DC)			
			Wind: ___MW			
			Thermal component: ___MW			
*Only a single Contracted Capacity to be offered by the Bidder.						
77.	Format 7.5. Cl. 5.	..... shall be maintained for a period of 03 (Three) Years after commencement of supply of power.		..... shall be maintained for a period of 02 (Two) Years after commencement of supply of power.		
78.	Format 7.3B	Notes: 2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.		Notes: 2. The Performance Bank Guarantee shall be executed by 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).		
79.	Annexure A. Sl. 8	The developers will ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.		The developers will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.		

**Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (in lieu of PBG)**

No.

Date

SECI,

Registered

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Reg: M/s \_\_\_\_\_(insert name of the PPA signing entity) (Project No. \_\_\_\_\_(insert project ID issued by SECI) – Issuance of Payment on Order Instrument for an amount of Rs. \_\_\_\_\_**

Dear Sir,

1. The Ministry of New and Renewable Energy, Government of India vide its letter dated 12<sup>th</sup> March 2020 has decided that to facilitate the promotion of solar and wind power development and implementation of the project by the Solar and Wind Power Developers who have entered into financing and funding agreements with IREDA/REC/PFC, the security by way of PBG in the form of Performance Bank Guarantee given by the Developers be allowed to be substituted by Letter of Undertaking/ Payment on Order Instrument issued by Non-Banking Finance Companies under the control of the Ministry of New and Renewable Energy and Ministry of Power. SECI and other nodal agencies appointed by the Government of India with whom the power developers have entered into Power Purchase Agreement may accept the same in place of PBG. The Ministry of New and Renewable Energy vide letter dated 12.03.2020 has, inter-alia, decided as under:

**6. After carefully examining the matter, the Ministry have decided as follows:**

- b) (i) *SECT or NTPC or any other implementing agency on behalf of MNRE (henceforth called implementing agencies) may release the Performance Bank Guarantee (PBG) of any project if RE developers are able to replace the same with Letter(s) of Undertaking to pay in case situation of default of RE developer in terms of Power Purchase Agreement (PPA) arises, from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC), the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP). These three financial institutions - IREDA or PFC or REC may issue such Letter(s) of Undertaking to pay only after securing their financial interests taking into account the security(ies) available with them as per their policy and after due diligence. These non-banking financial institutions would ensure that the security(ies) available with them are enough to cover full risk/ or exposure, which may arise on account of issue of such Letter(s) of Undertaking. Such Letter(s) may be termed as "Payment on Order instrument" and will have same effect as that of a Bank Guarantee issued by any public sector bank. This "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the implementing agencies on demand within stipulated time.*

*(ii) RE developers can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC) for seeking replacement of their Bank Guarantees already pledged with the implementing agencies.*

*(iii) For future projects, RE developers would be at liberty to either pledge Bank Guarantee(s) or Letter(s) of Undertaking as stated above towards Performance Bank Guarantee.*

*(iv) The above decisions may be treated as amendments to the respective Standard Bidding Guidelines (SBG) (solar/wind) and notified accordingly.*

*(v) Implementing agencies shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except IREDA, PFC & REC.*

2. It is to be noted that M/s. \_\_\_\_\_(insert name of the POI issuing Agency) (**IREDA/REC/PFC**) has sanctioned a non-fund based limit loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ under the Loan Agreement executed on \_\_\_\_\_ to execute Renewable Energy Projects.
3. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_(insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_(in words)). This Payment on Order Instrument comes into force immediately.
4. In consideration of the ---- [Insert name of the Bidder] (hereinafter referred to as selected RE Power Developer) submitting the response to RfS inter alia for selection of Contracted Capacity of ..... MW, at .....[Insert name of the place] under RfS for \_\_\_\_\_(insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfS of .....[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the RE Power Project of the RE Power Developer (RPD) and issuing Letter of Award No ----- to (Insert Name of selected RE Power Developer) as per terms of RfS and the same having been accepted by the selected RPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable ]. As per the terms of the RfS, the \_\_\_\_\_ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected RE Power Developer / Project Company]
5. In consideration of the above facts, IREDA/REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ lakhs (in words.....) to SECI on the following conditions:-
  - (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of \_\_\_\_\_ days of receipt of request from SECI within the validity period of this letter as specified herein;

- (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
  - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
  - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
  - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
  - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/RPD, to make any claim against or any demand against the SPV/RPD or to give any notice to the SPV/RPD;
  - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/RPD;
  - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
6. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto \_\_\_\_\_ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
7. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated \_\_\_\_\_ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of

**M/s.** \_\_\_\_\_

**(name of the POI issuing agency).**

( )

General Manager (TS)

Copy to:-

M/s. \_\_PP\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ As per their request

( )

General Manager (TS)

**Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (in lieu of BG against EMD)**

No.

Date

**SECI,**

**Registered**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reg: M/s \_\_\_\_\_(insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs. \_\_\_\_\_**

Dear Sir,

1. It is to be noted that M/s. \_\_\_\_\_(insert name of the POI issuing Agency) ('**IREDA/REC/PFC**') has sanctioned a non-fund based limit loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ under the Loan Agreement executed on \_\_\_\_\_ to execute Renewable Energy Projects.
2. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_(insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Selection of RE Power Developers for Supply of 5000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from Coal based Thermal Power Projects in India under Tariff-based Competitive Bidding (RTC-II) of the cumulative capacity of ..... MW [Insert cumulative Project capacity proposed] for supply of power there from on long term basis, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of .....[insert the name of the Bidder] as per the terms of the RfS, the \_\_\_\_\_ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [Insert amount not less than that derived on the basis of Rs. 5 Lakhs per MW of cumulative capacity proposed], only, on behalf of M/s \_\_\_\_\_ [Insert name of the Bidder].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ lakhs (in words.....) to SECI on the following conditions:-

- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of \_\_\_\_\_ days of receipt of request from SECI within the validity period of this letter as specified herein;
  - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
  - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
  - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
  - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
  - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the SPV/RPD, to make any claim against or any demand against the SPV/RPD or to give any notice to the SPV/RPD;
  - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/RPD;
  - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto \_\_\_\_\_ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated \_\_\_\_\_ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to

SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of

**M/s.** \_\_\_\_\_

**(name of the POI issuing agency).**

( )

General Manager (TS)

Copy to:-

M/s. \_\_PP\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ As per their request

( )

General Manager (TS)

**FORMAT FOR DISCLOSURE**

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

**DISCLOSURE**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_

Tel.#:

Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Selection of RE Power Developers for Supply of 5000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from Coal based Thermal Power Projects in India under Tariff-based Competitive Bidding (RTC-II)

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LoA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

We further declare that we have read the provisions of Clause A.4, Section IV of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case

of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/  
Board Resolution/ Declaration.

**DECLARATION**

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:**

**MoF OM No 6/18/2019-PPD dated 23.07.2020**

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

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidding Company/Member of Consortium)*

\_\_\_\_\_  
\_\_\_\_\_

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited  
D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building  
District Centre, Saket, New Delhi - 110 017

Sub: Response to the Tender No ..... dated .....for the tender for  
.....  
.....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Department of Expenditure, MoF, Govt of India.

**Kindly provide the relevant declaration(s) pertaining to you.**

We are hereby submitting the following declaration in this regard:

**Declaration 1:**

**Model Certificate for Tenders (for transitional cases as stated in para 3 of attached Order)**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered. "

**Declaration 2:**

**Model Certificate for Tenders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

**Declaration 3:**

**Model Certificate for Tenders for Works involving possibility of sub-contracting**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,  
Yours faithfully,

Encl: OM dated 23.07.2020, as referred above

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/  
Board Resolution/ Declaration.

**DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP**

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Location(s) of RTC components	
3	Contracted Capacity proposed	.....MW
4	Technology Proposed to be adopted for the Project	
5	Brief about the RTC Configuration breakup	
	(i) RE Project (including ESS, if any)	..... MW
	(ii) Spare capacity tied up with the Thermal Project	.....MW
6	Details to be submitted in case of tie-up with Thermal Capacity	(to be enclosed as Annexure to this Format)

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**PROOF OF TIE-UP WITH THERMAL POWER PROJECT**

*(Not applicable in case of a Consortium between the Bidder and Thermal Power Generator)*

(Board Resolution, signed by the authorized representative of the Board of Directors of the company owning such thermal plant being proposed for tie-up, duly notarised on a Rs 100/- non-judicial stamp paper.)

**Illustration regarding applicability of liquidated damages on account of shortfall in Power Supply**  
**(Clause 8.2, Section III of the RfS)**

❖ **Assumptions**

- Each month consists of 12 time-blocks.
- The data below is identical for all the months in a year.
- Each month has 2 time blocks designated as "Peak Hours"
- Declared rated capacities of RE and thermal components (MW):
  - RE: **400 MW** ("Project")
  - Thermal Project: **200 MW**
  - Contracted Capacity: **500 MW** (for which LoA has been issued, and PPA has been signed)
- Tariff at commencement of 1<sup>st</sup> Contract Year: **Rs. 2.75/kWh**
- Indexation: **4%**
- Tariff at commencement of 2<sup>nd</sup> Contract Year: **Rs. 2.7775/kWh**

Declared availability in each time block								
Time Block	Duration (hrs)	RE (MW)	Thermal (MW)	Total (MW)	Offered MWh (RE)	Offered MWh (Thermal)	RE %	Availability
T1	60	250	200	450	15000	12000	55.6%	90%
T2	60	300	200	500	18000	12000	60.0%	100%
T3	60	350	50	400	21000	3000	87.5%	80%
T4	60	50	140	190	3000	8400	26.3%	38%
T5	60	50	200	250	3000	12000	20.0%	50%
T6	60	50	100	150	3000	6000	33.3%	30%
T7	60	200	200	400	12000	12000	50.0%	80%
<b>T8</b> (Peak hours)	60	150	200	350	9000	12000	42.9%	70%
<b>T9</b> (Peak hours)	60	100	200	300	6000	12000	33.3%	60%
T10	60	50	200	250	3000	12000	20.0%	50%
T11	60	150	200	350	9000	12000	42.9%	70%
T12	60	100	200	300	6000	12000	33.3%	60%
<b>Total</b>		<b>1800</b>	<b>2090</b>	<b>3890</b>	<b>108000</b>	<b>125400</b>		
<b>Total MWh offered</b>					<b>233400</b>			
<b>Average (=Monthly availability)</b>							<b>40.87%</b>	<b>64.83%</b>

- Average monthly Peak Hour availability: 65%
- % of RE offered over total Power offered (monthly): 46.27% (not "average")

- **Annual availability (=Average of monthly availabilities): 64.83%**
- **Annual Peak Hour availability (=Average of monthly Peak Hours availabilities): 65%**
- **% of RE offered over total power offered annually: 46.27%**

❖ **Liquidated damages on account of shortfall in Power offered**

- Average Power offered in a typical time block = (Average annual availability x Contracted capacity) = 324.17 MW
- Min. required average Power to be offered in a typical time block (@85% availability) = (0.85 x Contracted Capacity) = 425 MW
- Shortfall in average power offered in a typical time block = 425-324.17 = 100.83 MW
- **Damages for shortfall in annual availability** = (Shortfall in average power offered in a time block x no. of hours in the year x Max. Composite indexed tariff x 0.25 x 1000) = **Rs. 61,33,41,438/-**
  
- Average Power offered in a typical Peak Hour time block= (Average annual Peak hour availability x Contracted capacity) = 325 MW
- Min. required average Power to be offered in a typical Peak hour time block (@85% availability) = (0.85 x Contracted Capacity) = 425 MW
- Shortfall in average power offered in a typical time block = 425-325 = 100 MW
- **Damages on account of shortfall in Peak hours availability** = (Shortfall in average power offered in a time block x no. of hours in the year x Max. Composite indexed tariff x 0.25 x 1000) = **Rs. 60,82,72,500/-**
  
- 51% of total MWh offered for the corresponding month = 0.51 x 233400 = 119034 MWh
- Total RE offered (MWh) for the corresponding month = 108000 MWh
- Shortfall in RE offered for the corresponding month (MWh) = 119034-108000 =
- Damages due to shortfall in RE offered for the corresponding month = (Monthly shortfall x max. composite indexed tariff x 0.25 x 1000) = Rs. 76,61,734/-
- **Damages due to shortfall in RE offered (annual)** = (Summation of monthly shortfall in RE offered) = **Rs. 9,19,40,805/-**

*As per the provisions of the RfS and PPA, maximum of the above three damages will be levied on the developer for the corresponding Contract Year*

**Note:** The above illustration has been provided for a sample monthly data, based on assumptions as indicated. Actual calculations for liquidated damages will be made for the yearly data as per REA.