SOLAR ENERGY CORPORATION OF INDIA LTD.
NEW DELHI

Ref No. SECI/C&P/WPD/T9/032020/Amendment-02 dated 08.07.2020

Amendment-02 to RfS for Selection of Wind Power Developers for Setting Up Of 2000 MW ISTS-Connected Wind Power Projects in India Under Tariff-Based Competitive Bidding (Tranche-IX)			
RfS No. SECI/C&P/WPD/2000MW/T9/RfS/032020 dated: 20.03.2020			
Sr. No.	**Clause No.**	**Existing Clause**	**Amended Clause**
Amendments in the RfS, PPA and PSA documents			
1.	General	1. Title of the RfS document shall hereafter be read as **"Request for Selection (RfS) document for Selection of Wind Power Developers for Setting up of 2500 MW ISTS-Connected Blended Wind Power Projects in India under Tariff-based Competitive Bidding (Tranche-IX)".** 2. RfS No. has been modified to the following: **"SECI/C&P/WPD/2500MW/T9/RfS/032020".** 3. Any reference to the "Guidelines" in the RfS, PPA and PSA documents shall hereafter mean "**Guidelines for Tariff Based Competitive Bidding Process for procurement of power from 2500 MW ISTS Connected Blended Wind Power Projects**" issued by the Ministry of New and Renewable Energy vide F.No. 238/1/2017-Wind_Part (I) dated 25.06.2020, including subsequent amendments and clarifications, if any. 4. The phrase "Wind Power Project" shall hereafter also include "**Blended Wind Power Project**" as per the Guidelines. 5. The phrase "Wind Power Developer (WPD)" shall hereafter also include "**Blended Wind Power Developer** (WPD)" as per the Guidelines. 6. The Total Capacity offered under this RfS shall hereafter stand modified as **2500 MW**, and the same shall be read accordingly in the RfS, PPA and PSA documents.	
Amendments in the RfS document			
1.	1.3.1	Wind Power Developers (hereafter referred to as WPDs) selected by SECI based on this RfS, shall set up Wind Power Projects on Built Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). …	Wind Power Developers (hereafter referred to as WPDs) selected by SECI based on this RfS, shall set up Wind Power Projects, which may be blended with Solar PV Power Projects of rated capacity up to 20% of the total contracted capacity, on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). …
2.	1.4.1	The Projects to be selected under this RfS for aggregate capacity of 2000 MW to be installed anywhere in India, provide for deployment of Wind Power Technology. However, the selection of projects would be technology agnostic.	The Projects to be selected under this RfS for aggregate capacity of 2500 MW to be installed anywhere in India, provide for deployment of Wind Power Technology, which may be blended with Solar PV Technology for a rated capacity up to 20% of the total Contracted Capacity as per the PPA. However, the selection of projects would be technology agnostic.

3.	Section-2	**"Wind Power Project"** means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.	**"Wind Power Project" or "Blended Wind Power Project"** shall mean the wind power project (that uses wind energy for conversion into electricity through wind turbine generator), and which may be blended with Solar PV power project (which uses sunlight for direct conversion into electricity through Photo Voltaic technology). In case of any blending of solar power with the wind power, the rated power capacity of the wind power component shall be minimum 80% of the Contracted Capacity as per the PPA.
4.	Section 2	**"Project"** shall mean the wind power generation facility having a single point of injection into the grid at interconnection/metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each Project….	**"Project"** shall mean the wind power generation facility, including a solar PV power generation facility, if chosen by the WPD, having a single point of injection into the grid at interconnection/metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Irrespective of the installed capacity of the solar PV and wind components, the Project capacity shall refer to the Contracted Capacity as per the PPA. Each Project….
5.	3.3	The Projects shall be located at the locations chosen by the Bidder/WPD at its own discretion of and cost, risk and responsibility. However, Project location should be chosen taking cognizance of the provisions as per Clause 3.7 of the RfS.	The Projects shall be located at the locations chosen by the Bidder/WPD at its own discretion of and cost, risk and responsibility. However, Project location should be chosen taking cognizance of the provisions as per Clause 3.7 of the RfS. The wind and solar (if proposed to be added) project components may be located at same or different nearby locations. However, the individual wind/solar generating component constituting the Blended Wind Power Project, will inject power in the ISTS grid through a single Metering Point. For example, in case of a 100 MW Blended Wind Power Project, the wind power component having a rated capacity of 80 MW or more shall supply power through a single metering point. The remaining rated capacity of 20 MW or less corresponding to the solar PV component shall also supply power through the same injection point. Thus, the solar PV component may be located at same or nearby location.

6.	3.5.C.II.a.	A minimum annual turnover of **Rs. 57 lakhs/MW** of the quoted capacity during the previous Financial Year (FY) 2018-19 or as on the date at least 7 days prior to the due date of bid submission…..	A minimum annual turnover of **Rs. 77 lakhs/MW** of the quoted capacity during the previous Financial Year (FY) 2018-19 or as on the date at least 7 days prior to the due date of bid submission…..
7.	3.5.C.II.b.	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **Rs. 11.4 Lakhs/MW** of the quoted capacity, as on the last date of previous Financial Year (FY) 2018-19, or as on the date at least 7 days prior to the due date of bid submission.	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **Rs. 15.4 Lakhs/MW** of the quoted capacity, as on the last date of previous Financial Year (FY) 2018-19, or as on the date at least 7 days prior to the due date of bid submission.
8.	3.5.C.II.c.	In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of **Rs. 14.25 Lakhs/MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.	In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of **Rs. 19.25 Lakhs/MW** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.
9.	3.9.A	…The declared annual CUF shall in no case be less than 22%. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. WPD shall maintain energy supply so as to achieve annual CUF not less than 80% of the declared value and not more than 120% of the declared CUF value, during the PPA duration of 25 years. …	…The declared annual CUF shall in no case be less than 30%. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. WPD shall maintain energy supply so as to achieve annual CUF not less than 90% of the declared value and not more than 120% of the declared CUF value, during the PPA duration of 25 years. …
10.	3.9.C	… While the WPD would be free to install wind turbines as per its design of required output, including its requirement of auxiliary consumption, it will not be allowed to sell any excess power to any other entity other than SECI (unless refused by SECI).	… While the WPD would be free to install wind turbines and DC solar PV capacity (if applicable), as per its design of required output including its requirement of auxiliary consumption, it will not be allowed to sell any excess power to any other entity other than SECI (unless refused by SECI).

<table>
<tr><td>11.</td><td>3.9.D.(a)</td><td>Table Modified as follows:
<table>
<tr><th>Duration of Grid unavailability</th><th>Provision for Generation Compensation</th></tr>
<tr><td>Grid unavailability in a billing month as beyond the limit* prescribed by CERC Regulation in a Contract Year</td><td>Generation Loss = [(Average Generation per hour during the billing month) × (number of hours of grid unavailability beyond the limit prescribed by CERC Regulation during that particular billing month)]

Where, Average Generation per hour during the billing month (kWh) = Total generation in the billing month (kWh) ÷ (24 x number of days in that particular billing month - total hours of grid unavailability in that particular billing month)</td></tr>
</table>
*In case the limit is not defined under Regulation, it should be treated as 50 hours in a Contract Year</td></tr>
<tr><td>12.</td><td>3.9.D.(b)</td><td>Modified as follows:
Offtake constraints due to Backdown: The Wind Power Developer and SECI shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to Wind and Solar power projects. Accordingly, no wind and solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of backdown arises, except for the cases where the backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the WPD shall be eligible for a generation compensation, from SECI, in the manner detailed below.
<table>
<tr><th>Duration of Backdown</th><th>Provision for Generation Compensation</th></tr>
<tr><td>Hours of Backdown during a monthly billing cycle.</td><td>Generation Compensation = 100% x [(Average Generation during the month corresponding to the capacity backed down) × PPA tariff
Where, Average Generation during the month corresponding to the capacity backed down (kWh) = (CUF during the month) x Σ(Backed down capacity in MW x corresponding time of backdown in hours x 1000)</td></tr>
</table>
Generation Compensation as calculated above, will be limited to the extent of shortfall in annual generation corresponding to the maximum CUF permitted as per Clause 3.9A above. The generation compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No trading margin shall be applicable on this generation compensation as per Clause 3.9.D.(b) above.
Note: Notwithstanding anything mentioned above, the provisions of Clause 3.9.D of the RfS shall be applicable subject to the acceptance of the same by the respective Buying Utility.</td></tr>
</table>

<table>
<tr><td>13.</td><td>3.16</td><td>The Projects shall achieve Financial Closure within 7 (seven) months from the Effective Date of the Power Purchase Agreement (PPA). For e.g. If the effective date of the PPA is 07.03.2020, then the last date of achieving Financial Closure shall be 07.10.2020.</td><td>The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the Power Purchase Agreement (PPA). For e.g. If the effective date of the PPA is 07.03.2020, then the last date of achieving Financial Closure shall be 07.03.2021.</td></tr>
<tr><td>14.</td><td>3.17.A</td><td colspan="2">Modified as follows:
Part commissioning of the Project shall be carried out as mentioned below:
The minimum capacity for acceptance of first part commissioning shall be at least 50 MW. The projects can further be commissioned in parts of at least 25 MW batch size; with last part could be the balance capacity.
However, the Scheduled Commissioning Date will not get altered due to part commissioning. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPD prior to declaration of commissioning of the said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the Scheduled Commissioning Date or from the date of full commissioning of the projects, whichever is earlier.
<u>Part commissioning cannot be construed by just installing solar power capacity, the WPD shall be allowed to install solar capacity in proposed ratio of installed wind power capacity on pro-rata basis. However, the WPD shall be allowed to install wind power capacities individually without installing solar capacity.</u></td></tr>
<tr><td>15.</td><td>3.17.D</td><td>Early Commissioning
……
Such intimation for early commissioning shall be provided to SECI at least 15 days prior to the proposed early commissioning date. In case there is no response provided by SECI within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by SECI.
In case….</td><td>Early Commissioning
……
SECI shall intimate its decision regarding acceptance/refusal of such proposed capacity within 30 (thirty) days from the receipt of the request for early commissioning, beyond which it would be considered as deemed refusal by SECI.
In case….</td></tr>
<tr><td>16.</td><td>4.3.3</td><td colspan="2">Modified as follows:
…..<table><tr><td>S_E =
(Eligible capacity for award)</td><td>(i) In case S_T <u><2500 MW</u>; S_E = 0.8 X S_T (S_E shall be rounded off to next higher multiple of 10)
[e.g. if S_T=1320 MW then S_E=0.8*1320= 1060 MW]
(ii) In case S_T ≥ <u>2500 MW</u>; S_E = 0.8 X S_T, subject to maximum eligible capacity being <u>2500 MW</u>.</td></tr></table></td></tr>
</table>

<table>
<tr><td></td><td></td><td colspan="2">Total eligible Bidders for e-Reverse Auction

i. In case (0.8X S_T) ≤ 2500 MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Accordingly, the no. of bidders shortlisted for e-RA, i.e “n” = “T”.
ii. In case (0.8X S_T) >2500 MW: The highest ranked bidder (H1 bidder) shall be eliminated at this stage, and the remaining bidders techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Accordingly, the no. of bidders shortlisted for e-RA, i.e “n” = “T”-1.
Note:
(a) In case more than one bidder is ranked as “H1” bidder, i.e. such bidders are at the same tariff, all such bidders will be eliminated at this stage.
(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 2500 MW. In the contradictory scenario, no elimination will take place at this stage.</td></tr>
<tr><td>17.</td><td>Format 6.1; Project details to be provided in the modified table</td><td colspan="2"><table>
<tr><th>Project No.</th><th>Project Capacity (MW)</th><th>Rated capacity of Solar PV Component (if any)
(NA to be indicated if not applicable)</th><th>Location of Project (Village, Tehsil, Dist., State)</th><th>Interconnection Point Details</th><th>Proposed CUI</th><th>Project Preference*</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
</table></td></tr>
<tr><td colspan="4">Amendments in the PPA document</td></tr>
<tr><td>1.</td><td>1.1</td><td>“Power Project” or “Project” shall mean the Wind Power generation facility of Contracted Capacity of …….[Insert capacity] MW, located at ……. [Insert name of the place] in …. [Insert name of the District and State] having a separate control system, metering and separate points of injection into the grid at Delivery/Interconnection/Metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. This includes….</td><td>“Power Project” or “Project” shall mean the Wind Power generation facility of Contracted Capacity of …….[Insert capacity] MW, including a solar PV power generation facility, if chosen by the WPD, located at ……. [Insert name of the place] in …. [Insert name of the District and State] having a separate control system, metering and a single point of injection into the grid at Delivery/Interconnection/Metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. This includes….</td></tr>
<tr><td>2.</td><td>3.1</td><td>The WPD agrees and undertakes to duly perform and complete all of the following activities including Financial Closure at the WPD’s own cost and risk within 7 Months from the Effective Date,……</td><td>The WPD agrees and undertakes to duly perform and complete all of the following activities including Financial Closure at the WPD’s own cost and risk within 12 (twelve) Months after the Effective Date,……</td></tr>
</table>

<table>
<tr><td></td><td></td><td>…..The WPD shall submit to SECI the relevant documents as stated above, complying with the Conditions Subsequent, within seven (07) months from the Effective Date.</td><td>…..The WPD shall submit to SECI the relevant documents as stated above, complying with the Conditions Subsequent, within 12 months from the Effective Date.</td></tr>
<tr><td>3.</td><td>4.4.1</td><td>….. [Insert value of energy corresponding to a CUF of 80% of the declared CUF for the project]….</td><td>….. [Insert value of energy corresponding to a CUF of 90% of the declared CUF for the project]….</td></tr>
<tr><td>4.</td><td>4.4.2</td><td>…While the WPD would be free to install the wind turbine as per its design of required output, including its requirement of auxiliary consumption and to repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any other entity other than SECI (unless refused by SECI). ...</td><td>…While the WPD would be free to install the wind turbine and DC solar PV capacity as per its design of required output, including its requirement of auxiliary consumption and to repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any other entity other than SECI (unless refused by SECI). ...</td></tr>
<tr><td>5.</td><td>4.10.1</td><td colspan="2">Table modified as follows:
<table>
<tr><th>Duration of Grid unavailability</th><th>Provision for Generation Compensation</th></tr>
<tr><td>Grid unavailability in a billing month as beyond the limit* prescribed by CERC Regulation in a Contract Year</td><td>Generation Loss = [(Average Generation per hour during the billing month) × (number of hours of grid unavailability beyond the limit prescribed by CERC Regulation during that particular billing month)]

Where, Average Generation per hour during the billing month (kWh) = Total generation in the billing month (kWh) ÷ (24 x number of days in that particular billing month - total hours of grid unavailability in that particular billing month)</td></tr>
</table>
*In case the limit is not defined under Regulation, it should be treated as 50 hours in a Contract Year</td></tr>
<tr><td>6.</td><td>4.10.2</td><td colspan="2">Modified as follows:
<u>Offtake constraints due to Backdown:</u> The Wind Power Developer and Buying Entity shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to Wind <u>and Solar</u> power projects. Accordingly, no wind <u>and solar</u> power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In the eventuality of backdown, including backdown on account of non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit</td></tr>
</table>

<table>
<tr><td></td><td></td><td colspan="2">(LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees" and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, subject to the submission of documentary evidences from the competent authority, the WPD shall be eligible for a minimum generation compensation, from Buying Entity, restricted to the following and there shall be no other claim, directly or indirectly against SECI:
<table><tr><th>Duration of Backdown</th><th>Provision for Generation Compensation</th></tr><tr><td>Hours of Backdown during a monthly billing cycle.</td><td>Generation Compensation = <u>100%</u> x [(Average Generation during the month corresponding to the capacity backed down) × PPA tariff
Where, Average Generation during the month corresponding to the capacity backed down (kWh) = (CUF during the month) x Σ(Backed down capacity in MW x corresponding time of backdown in hours x 1000)</td></tr></table>
The WPD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA)/SEA/JMR. No Trading Margin shall be applicable on the Generation Compensation as provided in Article 4.10.2 only.
It is hereby clarified that for the purpose of Article 4.10, "generation" shall mean scheduled energy based on Energy Accounts. Notwithstanding anything mentioned above, the provisions of Article 4.10 shall be applicable subject to the acceptance of the same by the respective Buying Utility in the Power Sale Agreement.</td></tr>
<tr><td>7.</td><td>5.1.6</td><td>There can be part Commissioning of the Project. Part commissioning of the project shall mean that all equipment corresponding to the part capacity have been installed and commissioned and corresponding energy has flown into the grid.</td><td>There can be part Commissioning of the Project. Part commissioning of the project shall mean that all equipment corresponding to the part capacity have been installed and commissioned and corresponding energy has flown into the grid. Part commissioning cannot be construed by just installing solar power capacity, the WPD shall be allowed to install solar capacity in proposed ratio of installed wind power capacity on pro-rata basis. However, the WPD shall be allowed to install wind power capacities individually without installing solar capacity.</td></tr>
<tr><td>8.</td><td>5.1.8</td><td>…
Such intimation for early commissioning</td><td>…
SECI shall provide refusal within 30 (thirty) days</td></tr>
</table>

		shall be provided to SECI at least 15 days before the proposed early commissioning date. In case there is no response provided by SECI within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by SECI. In case….	from the receipt of the request for early commissioning, beyond which it would be considered as deemed refusal by SECI. In case….
9.	Schedule 3; A.2	***Commissioning Capacity:*** Commissioning Capacity will mean the cumulative capacity of wind turbines installed, which shall be declared as per the commissioning procedure. In case of part commissioning of the Project, the WPD shall be required to have installed the cumulative wind turbine capacity not less than the proposed part commissioning capacity. Commissioning capacity is permitted to exceed the maximum AC capacity upto the limits as per the RfS.	***Commissioning Capacity:*** Commissioning Capacity will mean the cumulative capacity of wind turbines installed, which shall be declared as per the commissioning procedure. In case of part commissioning of the Project and in case the Project contains a Solar PV power generation component, part commissioning cannot be construed by just installing solar power capacity, the WPD shall be allowed to install solar capacity in proposed ratio of installed wind power capacity on pro-rata basis. However, the WPD shall be allowed to install wind power capacities individually without installing solar capacity. Commissioning capacity is permitted to exceed the maximum AC capacity upto the limits as per the RfS.
10.	Schedule 3; B.3	Part Commissioning of Project would be considered subject to the condition that minimum capacity for acceptance of first part commissioning shall be 50% or Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, in case of ISTS Connected Projects, minimum capacity for acceptance of part commissioning shall be at least 50 MW, last part capacity could be the balance capacity.	Part Commissioning of Project would be considered subject to the condition that minimum capacity for acceptance of first part commissioning shall be at least 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. The projects can further be commissioned in parts of at least 25 MW batch size; with last part could be the balance capacity.
Amendments in the PSA document			
1.	Recital B.	SECI will sign Power Purchase Agreements (PPAs) with the selected Wind Power Developers (hereinafter referred to as "WPDs") for procurement of …….. MW	SECI will sign Power Purchase Agreements (PPAs) with the selected Wind Power Developers (hereinafter referred to as "WPDs") for procurement of …….. MW Wind Power or the total

		Wind Power or the total capacity of projects selected under the provisions of Request for Selection (RfS) issued by RfS No. …… dated ……., if it is less than 2000 MW, on a long term basis, as indicated at Schedule-1 and Schedule-2 respectively	capacity of projects selected under the provisions of Request for Selection (RfS) issued by RfS No. …… dated ……., if it is less than 2500 MW, on a long term basis, as indicated at Schedule-1 and Schedule-2 respectively
2.	1.1	**"Project" or "Power Project"** shall mean the Wind Power generation facility as per Schedule-I having separate points of injection into the grid at interconnection/metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have separate control systems and metering.	**"Project" or "Power Project"** shall mean the Wind Power generation facility including a solar PV power generation facility, if chosen by the WPD, as per Schedule-I having a single point of injection into the grid at interconnection/metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each Project must also have separate control systems and metering.
3.	5.1.4	… Such intimation for early commissioning shall be provided to Buying Entity by SECI upon receipt of such intimation by WPD to SECI. In case there is no response provided by Buying Entity to SECI within 5 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by Buying Entity.	… Such intimation for early commissioning shall be provided to Buying Entity by SECI upon receipt of such intimation by WPD to SECI. In case there is no response provided by Buying Entity to SECI within 15 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by Buying Entity.
4.	6.8.3.b.	If for any Contract Year subsequent to the commissioning / part-commissioning of allocated Project capacity, it is found that the WPD has not been able to supply minimum energy of ……Million kWh (MU) till the end of 10 years from the SCD and ……. Million kWh (MU) for the rest of the Term of the Agreement on account of reasons solely attributable to the WPD, the noncompliance by the WPD shall make the WPD liable to pay the compensation and shall duly pay such compensation to the Buyer to enable the Buyer to remit the amount to the Buying Entity…..	If for any Contract Year subsequent to the commissioning of allocated Project capacity, it is found that the WPD has not been able to generate minimum energy of ……. Million kWh (MU) on account of reasons solely attributable to the WPD, the noncompliance by the WPD shall make the WPD liable to pay the compensation and shall duly pay such compensation to the Buyer to enable the Buyer to remit the amount to the Buying Entity…..

<table>
<tr><td>5.</td><td>6.10.2</td><td>Table modified as follows:
<table>
<tr><th>Duration of Grid unavailability</th><th>Provision for Generation Compensation</th></tr>
<tr><td>Grid unavailability in a billing month as beyond the limit* prescribed by CERC Regulation in a Contract Year</td><td>Generation Loss = [(Average Generation per hour during the billing month) × (number of hours of grid unavailability beyond the limit prescribed by CERC Regulation during that particular billing month)]

Where, Average Generation per hour during the billing month (kWh) = Total generation in the billing month (kWh) ÷ (24 x number of days in that particular billing month - total hours of grid unavailability in that particular billing month)</td></tr>
</table>
*In case the limit is not defined under Regulation, it should be treated as 50 hours in a Contract Year</td></tr>
<tr><td>6.</td><td>6.10.3</td><td>Modified as follows:
<u>Offtake constraints due to Backdown:</u> The WPD and the Buying Entity shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of “must-run” to wind <u>and solar</u> power projects. Accordingly, no wind <u>and solar</u> power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Buying Entity shall pay to the WPD, a Minimum Generation Compensation, from the Procurer, in the manner detailed below:
<table>
<tr><th>Duration of Backdown</th><th>Provision for Generation Compensation</th></tr>
<tr><td>Hours of Backdown during a monthly billing cycle.</td><td>Generation Compensation = <u>100%</u> x [(Average Generation during the month corresponding to the capacity backed down) × PPA tariff
Where, Average Generation during the month corresponding to the capacity backed down (kWh) = (CUF during the month) x Σ(Backed down capacity in MW x corresponding time of backdown in hours x 1000)</td></tr>
</table>
The Generation Compensation as calculated above will be limited to the extent of shortfall in annual generation corresponding to the maximum CUF permitted as per Article 6.8.3 and the same will be settled on annual basis. No trading margin shall be applicable on the Generation Compensation provided as per Article 6.10.3. The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA).</td></tr>
</table>