

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

Ref No. SECI/C&P/SPD/RfS/ISTS-VIII/012020/Amendment-01

dated 03.02.2020

Amendment-01 to the RfS for Selection of Solar Power Developers for Setting up of 1200 MW ISTS-connected Solar Photovoltaic Power Projects in India under Tariff-based Competitive Bidding (ISTS-VIII)			
RfS No. SECI/C&P/SPD/ISTS-VIII/RfS/1200MW/012020 dated 03.01.2020			
Sr. No.	Clause No.	Existing Clause	Amended Clause
Amendments in the RfS document			
1.	General	<u>The value of Performance Bank Guarantee (PBG) occurring anywhere in the RfS, PPA and PSA documents has been changed from Rs. 20,00,000/MW/Project to Rs. 8,00,000/MW/Project.</u>	
2.	Section III, Cl. 7.6 (c)	The energy accounts are divided and clearly demarcated for the power generated at solar project and are issued by the STU/SLDC/RLDC concerned.	The energy accounts are divided and clearly demarcated for the power generated at solar project and are issued by the STU/SLDC/RLDC/RPC concerned.
3.	Section III, Cl. 7.10The arrangement of connectivity can be made by the WPD through a dedicated transmission line. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to and including at the interconnection point will be borne by the WPD.....The arrangement of connectivity can be made by the SPD through a dedicated transmission line. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to and including at the interconnection point will be borne by the SPD.....
4.	Section III Cl. 7.10.iii.	Substations located in the Northern, Western and Southern regions under the updated plan for 1st phase made available by the Minutes of meeting for Northern, Western and Southern Region Standing Committees and as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/u/Default.aspx , subject to availability of connectivity.	Substations located in the Northern, Western and Southern regions under the updated plan made available by the Minutes of meeting for Northern, Western and Southern Region Standing Committees and as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/u/Default.aspx , subject to availability of connectivity.
5.	Section III Cl. 11.1	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 20 Lakh/ MW within 30 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 @ INR 8 Lakh/ MW within 70 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier.....

6.	Section III Cl. 11.7	Addendum to the clause	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.
7.	Section IV Cl. C.1. a.	The Net Worth of the Bidder should be equal to or greater than INR 1.07 Crores per MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2018-19 or as on the day at least 7 days prior to the bid submission deadline.	The Net Worth of the Bidder should be equal to or greater than INR 80 lakhs per MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2018-19 or as on the day at least 7 days prior to the bid submission deadline.
8.	Section IV Cl. C.2. a.	A minimum annual turnover of INR 50 Lakhs/MW of the quoted capacity during the previous financial year, 2018-19 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.	A minimum annual turnover of INR 41.45 Lakhs/MW of the quoted capacity during the previous financial year, 2018-19 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
9.	Section IV, Cl.C.2. b.	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 10 Lakhs/ MW of the quoted capacity, as on the last date of previous financial year, 2018-19, or as on the day at least 7 days prior to the bid submission deadline.	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 8.30 Lakhs/ MW of the quoted capacity, as on the last date of previous financial year, 2018-19, or as on the day at least 7 days prior to the bid submission deadline.
10.	Section IV, Cl. C.2. c.	In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of INR 12.5 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 INR 10.36 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.
Amendments in the PPA document			
1.	2.1.2	The Parties agree that decisions pertaining to adoption of the Tariff and SECI’s trading margin, and approval of the same, for procurement of contracted	The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in

		capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.	the Electricity Act, 2003 and any amendments thereof.
2.	10.3.3	In the event of delay in payment of a Monthly Bill by SECI beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the SPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment being duly received by SECI under the PSA from the Buying Entity(ies)....	In the event of delay in payment of a Monthly Bill by SECI beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the SPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment surcharge being duly received by SECI under the PSA from the Buying Entity(ies)....
3.	14.5.1	<p>.....</p> <p>(i) the recourse under the Payment Security Mechanism provided in the PSA, as follows:</p> <p>a) Letter of Credit opened by the Buying Entity;</p> <p>(b) State Government Guarantee/ Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government of the Buying Entity, covering security for payment of energy charges, as applicable</p> <p>(c) Payment Security Fund provided by the Buying Entity, and</p> <p>.....</p>	<p>.....</p> <p>(i) the recourse under the Payment Security Mechanism provided in the PPA and PSA, as follows:</p> <p>(a) Letter of Credit;</p> <p>(b) State Government Guarantee/ Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government of the Buying Entity, covering security for payment of energy charges, as applicable</p> <p>(c) Payment Security Fund provided by the Buying Entity, and</p> <p>.....</p>
Amendments in the PSA document			
1.	2.1.2	The Parties agree that decisions pertaining to adoption of the Tariff and SECI's trading margin, and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.	The Parties agree that decisions pertaining to adoption of the Tariff and and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.
2.	4.2.6	New Clause	As part of scheduling of power from the Project, the SPD will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/Discom, as per the

			<p>Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the SPD for its early rectification without any liability on SECI. The SPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.</p>
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