

**SOLAR ENERGY CORPORATION OF INDIA LIMITED**

**New Delhi**

SECI/ C&P/SPD/CPSU-I/RfS/2000MW/032019 Amendment-01

dated 02.05.2019

**Amendment-01 to the RfS for 2000 MW Grid-Connected Solar PV Power Projects in India (Tranche-I)  
under CPSU Scheme Phase-II (Government Producer Scheme)**

**RfS No. SECI/C&P/SPD/CPSU-I/RfS/2000MW/032019 Dated 15.03.2019**

Sr. No.	Clause No.	Existing Clause	Amended Clause
1.	Bid Information Sheet “Documents Processing Fee”	Amount: Rs. 3 Lakh +18% GST for each Project from 10 MW upto 40 MW capacity,  Rs. 5 Lakh + 18% GST for each Project from 50 MW upto 90 MW capacity,  Rs. 10 Lakh + 18% GST for each Project from 100 MW and above capacity,  to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfS in favour of “Solar Energy Corporation of India Ltd”, payable at New Delhi....	<u>Amount: Rs. 5 Lakh +18% GST for each response to RfS,</u>  to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfS in favour of “Solar Energy Corporation of India Ltd”, payable at New Delhi.
2.	Section-1 1.20	<b>“LETTER OF AWARD/ INTENT” or “LOA/LOI”</b> shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the Project capacity;	<b>“LETTER OF AWARD/ INTENT” or “LOA/LOI”</b> shall mean the letter issued by Solar Energy Corporation of India Limited (SECI) to the selected Bidder for award of the <u>allocated capacity</u> ;
3.	Section 1 1.30	<b>“PROJECT” or “SOLAR PROJECT” or “PROJECT”</b> shall mean the solar power generation facility having single/separate points of injection into the grid at Inter-connection/ Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point.	<b>“PROJECT” or “SOLAR PROJECT” or “PROJECT”</b> <b>“ALLOCATED CAPACITY”</b> shall mean the solar power generation facility having single/separate points of injection into the grid at Inter-connection/ Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point.
4.	SECTION 1 1.31	<b>1.31 “PROJECT CAPACITY”</b> shall mean the cumulative Project capacity quoted by/allocated to the bidder;	<b>1.3 “ALLOCATED CAPACITY”</b> shall mean the <u>cumulative capacity allocated</u> to the successful bidder;

5.	Section 1	<b>New Clause</b>	<p><b>1.32 “PROCURER” or “END CONSUMER”</b> shall mean a Government entity/Government organization, which shall be the ultimate consumer of the energy produced from the Project set up under this RfS. In case the SPD sets up the project for captive or self-use, the SPD shall be deemed to be the Procurer or End Consumer as per the RfS.</p> <p><i>(Serial Nos. of the definitions in Section 1 stand re-numbered in view of the above changes)</i></p>
6.	Section-II Invitation for bids 2.0	<p>MNRE has issued the “Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme) for setting up 12,000 MW grid-connected Solar Photovoltaic (PV) Power Projects by the Government Producers with Viability Gap Funding (VGF) support for self-use or use by Government/Government entities, either directly or through Distribution Companies (DISCOMS)” vide No. 302/4/2017-GRID SOLAR dated 05.03.2019. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the ‘Procurers’, from grid-connected Solar PV Power Projects, having size of 10 MW and above, through competitive bidding. This RfS document has been prepared in line with the above Guidelines.</p> <p>The total 12,000 MW capacity will be added in 4 years period i.e. from financial year 2019-20 to 2022-23.</p>	<p>MNRE has issued the “Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme) for setting up 12,000 MW grid-connected Solar Photovoltaic (PV) Power Projects by the Government Producers with Viability Gap Funding (VGF) support for self-use or use by Government/Government entities, either directly or through Distribution Companies (DISCOMS)” vide No. 302/4/2017-GRID SOLAR dated 05.03.2019. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the ‘Procurers’, from grid-connected Solar PV Power Projects</p> <p>The total 12,000 MW capacity will be added in 4 years period i.e. from financial year 2019-20 to 2022-23.</p>

7.	Section-III 3.3	<p><b>Modified as follows:</b></p> <p><b>3.3 Capacity Allocation</b></p> <p><u>The minimum capacity allocated to a bidder shall be <b>1 MW</b> and the maximum allocation to a single bidder shall be <b>2000 MW</b>. The SPDs shall demonstrate the awarded allocation to SECI, prior to disbursement of second tranche of VGF</u></p> <p><b><u>Allocated Capacity Configuration:</u></b></p> <p>The term “<u>Allocated Capacity</u>” shall have the meaning as defined in Section I of the RfS, and shall refer to the <u>Cumulative Project capacity</u> as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA/Lol).</p> <p>The Bidder may however, configure the cumulative allocated capacity into any number of Projects, with minimum size of each Project being 1 MW.</p> <p>Further, a single Project may further be sub-divided into a number of “blocks”, with size of each block being as per the designs of the SPD.</p> <p>Following points are to be noted in this regard:</p> <p>A. A single VGF shall be quoted by the Bidder for its response to RfS, irrespective of number of Projects or blocks planned by the SPD.</p> <p>B. The bidder does not need to declare the break-down of the cumulative capacity quoted for, at the time of bidding. The SPD shall confirm the configuration of the total allocated capacity at the time of disbursement of second tranche of VGF.</p> <p>C. The SPD, if he wishes so, may affix separate PPA tariffs for each Project, based on its own arrangements with the Procurer(s), if applicable.</p>	
8.	Section-III 4.1	The Projects can be located anywhere in India.	The Projects can be located anywhere in India. <u>It is clarified that the projects may be implemented as ground mounted or rooftop mounted or floating or canal top/canal bank etc., or a combination thereof, as per the requirements of the SPD.</u>
9.	Section-III 6.0	<b><u>MAXIMUM ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION FOR A BIDDER</u></b>	<b><u>MAXIMUM ELIGIBILITY FOR CAPACITY ALLOCATION FOR A BIDDER</u></b>

		<p>Following conditions shall be applicable to the Bidders for submission of bids against this RfS:</p> <p>(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>10 MW to 2000 MW</b>, which shall be quoted only in multiples of 10 MW , in the prescribed formats.</p> <p>(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 (as applicable).</p>	<p>Following conditions shall be applicable to the Bidders for submission of bids against this RfS:</p> <p>(i) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for any <u>cumulative capacity</u> between (and including) <b>1 MW to 2000 MW</b>, which shall be quoted only in integral values, in the prescribed formats.</p> <p>(iv) Not used.</p>
10.	Section-III 10.1	Earnest Money Deposit (EMD) of INR 4 lakh/ MW per Project in the form of Bank Guarantee according to Format 7.3A and...	Earnest Money Deposit (EMD) of INR 4 lakh/ MW in the form of Bank Guarantee according to Format 7.3A and...
11.	Section-III 17	<p><b>Modified as follows:</b></p> <p><b>Commercial re-sale of power by the Procurer or End Consumer is not allowed as per the RfS conditions.</b></p> <p>The SPD shall provide a power mapping (Format 7.10 of the RfS) for the proposed capacity being quoted for, clearly specifying the SPD, various intermediaries, if any, and the End Consumer. The same shall be submitted to SECI after finalization of the mapping by the SPD, but no later than prior to disbursement of second tranche of VGF.</p> <p>The Procurer or the End Consumer, as defined in the RfS, shall submit a self-certification to SECI (Format 7.6-C), confirming that power procured from projects implemented under this RfS, shall ultimately be consumed by the Procurer, in line with the “Government Procurement” derogation of Article III:8(a) of the GATT, 1994. In case of power from the project being mapped through one or more intermediaries, each intermediary, along with the SPD, shall submit the self-undertaking as per the Format 7.6-A &amp; Format 7.6-C of the RfS.</p> <p>The above certifications will be submitted by the respective entities after</p>	

		finalization of power mapping by the SPD, but no later than prior to disbursement of second tranche of VGF. Responsibility of obtaining these certificates from the respective entities shall be under the scope of the SPD, and SECI will not seek these certificates individually from each entity.	
12.	Section-III 19.2	Aggregate capacity offered under this RfS is 2000 MW with projects to be configured in multiples of 10 MW. For each project, Minimum Project size shall be 10 MW and maximum project size shall be 2000 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.	Aggregate capacity offered under this RfS is 2000 MW. <u>The minimum capacity allocation shall be 1 MW and the maximum allocation shall be 2000 MW, which shall be quoted only in integral values by the Bidders.</u> 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.
13.	Section-IV B.4.	The SPD shall furnish certificates along with certificates from the cell and module manufacturers for the components used in the Project, regarding compliance with DCR conditions under the RfS, in line with format as per APPENDIX A-1,A2 & A3.	<p><u>In addition to the above, the SPD shall also adhere to MNRE's Notification titled "Implementation of Public Procurement (Preference to Make in India) Order for Renewable Energy sector-reg.", issued vide OM No. 146/57/2018-P&amp;C dated 11.12.2018.</u></p> <p>The SPD shall furnish certificates along with certificates from the cell and module manufacturers for the components used in the Project, regarding compliance with DCR conditions under the RfS, in line with format as per APPENDIX A-1, A2 &amp; A3. <u>It is further highlighted that SPDs flouting the DCR norms may face serious actions as may be decided by SECI/MNRE</u></p>
14.	Section-IV QR	<b>C FINANCIAL ELIGIBILITY CRITERIA</b>	<b>Not Used.</b>

15.	Section-V 4.iii.	Deleted	
16.	Format 7.1.1.	<p>Addendum to the Clause</p> <p>...</p> <p>We also undertake that we power procurement from the Project(s) implemented under this RfS, shall be in compliance with the MNRE Guidelines and the “Government Procurement” derogation of Article III:8(a) of the GATT,1994.</p>	
17.	Section-VII Formats	<p><b>Format 7.3A</b></p> <p>.....any amount upto and not exceeding Rupees _____ [<i>Insert amount not less than that derived on the basis of Rs. 40 Thousand per MW of cumulative capacity proposed</i>], only, on behalf of M/s _____ [<i>Insert name of the Bidder</i>].</p> <p>...</p>	<p>.....any amount upto and not exceeding _____ Rupees _____ [<i>Insert amount not less than that derived on the basis of Rs. 4 Lakh/per MW of cumulative capacity proposed</i>], only, on behalf of M/s ____ [<i>Insert name of the Bidder</i>].</p> <p>...</p>
18.	<p><b><u>Annexure - A</u></b></p> <p>Technical parameter Of PV Module And Various Other Components For Use In Grid Connected Solar Power Plants</p>	<p><b>10. Capacity of Solar PV Project</b></p> <p>...</p> <p>iii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 20 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed.</p>	<p><b>10. Capacity of Solar PV Project</b></p> <p>...</p> <p>iii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of <u>1 MW per unit</u>. <u>For example, In case of part commissioning of 10 MW Project, each unit shall be required to have minimum 1 MW DC Arrays Capacity be installed.</u></p>

**(Format 7.6 of the RfS has been amended as follows)**

**Format 7.6-A**

*(to be submitted by the SPD on its letter head)*

To,  
The General Manager (C&P)  
Solar Energy Corporation of India Limited  
(Enter Address of SECI)

**Sub: Self-certification with respect to procurement of power from the Project(s) awarded under RfS No. \_\_\_\_\_ dated \_\_\_\_\_ meeting WTO requirements**

Sir,

This has reference to the Project capacity of \_\_\_\_\_ MW awarded to M/s \_\_\_\_\_ (Enter name of the SPD) by Solar Energy Corporation of India Limited (SECI), under the RfS No. \_\_\_\_\_ dated \_\_\_\_\_.

In this regard, we hereby undertake that we are the SPD in the complete power procurement scheme, as per the power flow mapping submitted by the bidder/SPD to SECI. We further confirm that power generated from the said Project(s) being set up/commissioned under the said RfS shall only be procured by the Procurer/End Consumer, M/s \_\_\_\_\_ (enter name of the Procurer(s)/End Consumer(s)) in line with the "Government Procurement" derogation of Article III:8(a) of the GATT, 1994, and that we shall not sell power from such Project(s) to any entity other than the one(s) specified above.

We further undertake that we fully understand the risks of non-compliance with the above provisions as per the regulations of World Trade Organization (WTO), as well as MNRE Guidelines vide No. 302/4/2017-GRID SOLAR dated 05.03.2019, and we shall be responsible for non-compliance to the above guidelines as per the action deemed necessary by SECI/MNRE.

Regards,

**(Name and Signature of the Authorized Signatory)**

**Date:**

(to be submitted separately by all the intermediaries if any, on their individual letter heads,  
if applicable)

To,  
The General Manager (C&P)  
Solar Energy Corporation of India Limited  
(Enter Address of SECI)

**Sub: Self-certification with respect to procurement of power from the Project(s) awarded  
under RfS No. \_\_\_\_\_ dated \_\_\_\_\_ meeting WTO requirements**

Sir,

This has reference to the Project capacity of \_\_\_\_\_ MW awarded to M/s \_\_\_\_\_ (Enter  
name of the SPD) by Solar Energy Corporation of India Limited (SECI), under the RfS  
No. \_\_\_\_\_ dated \_\_\_\_\_.

In this regard, we hereby undertake that we are the intermediary in the complete power  
procurement scheme, as per the power flow mapping submitted by the SPD to SECI. We further  
confirm that power flow from such Project(s) is being carried out through our infrastructure and  
we are not undertaking commercial resale of such power to the Procurer/End Consumer, i.e.  
M/s \_\_\_\_\_ (enter name of the Procurer(s)/End Consumer(s)), in line with the  
“Government Procurement” derogation of Article III:8(a) of the GATT, 1994.

We further undertake that we fully understand the risks of non-compliance with the above  
provisions as per the regulations of World Trade Organization (WTO), as well as MNRE  
Guidelines vide No. 302/4/2017-GRID SOLAR dated 05.03.2019, and we shall be responsible  
for non-compliance to the above guidelines as per the action deemed necessary by SECI.

Regards,

**(Name and Signature of the Authorized Signatory)**  
**Date:**



*(to be submitted by the Procurer(s)/End Consumer(s), on their individual letter heads,  
if applicable)*

To,  
The General Manager (C&P)  
Solar Energy Corporation of India Limited  
(Enter Address of SECI)

**Sub: Self-certification with respect to procurement of power from the Project(s) awarded  
under RfS No. \_\_\_\_\_ dated \_\_\_\_\_ meeting WTO requirements**

Sir,

This has reference to the Project capacity of \_\_\_\_\_ MW awarded to M/s \_\_\_\_\_ (Enter name of the SPD) by Solar Energy Corporation of India Limited (SECI), under the RfS No. \_\_\_\_\_ dated \_\_\_\_\_.

In this regard, we hereby undertake that we are the End Consumer in the complete power procurement scheme, as per the power flow mapping submitted by the bidder/SPD to SECI. We further confirm that power from such Project(s) is being procured/shall be procured by us, in line with the "Government Procurement" derogation of Article III:8(a) of the GATT, 1994, and that we shall not undertake commercial resale of such power procured under this RfS.

We further undertake that we fully understand the risks of non-compliance with the above provisions as per the regulations of World Trade Organization (WTO), as well as MNRE Guidelines vide No. 302/4/2017-GRID SOLAR dated 05.03.2019, and we shall be responsible for non-compliance to the above guidelines as per the action deemed necessary by SECI.

Regards,

**(Name and Signature of the Authorized Signatory)**  
**Date:**

*(To be submitted by the SPD on its letterhead)*

**Power flow mapping for the Projects being set up under the RfS, comprising the cumulative Project capacity quoted by the bidder/allocated to the SPD under the RfS No \_\_\_\_\_ dated \_\_\_\_\_**

**Note:**

1. The power flow mapping shall be submitted as a schematic diagram, specifying each intermediary and the Procurer/End Consumer clearly.
2. The above diagram shall be submitted for each individual Project, as per the break-down of the total cumulative quoted/allocated capacity under the RfS.
3. The power flow diagram(s) shall be finalized prior to disbursement of 2<sup>nd</sup> tranche of VGF by SECI, and shall remain unchanged thereafter.
4. Each power flow diagram shall be duly signed by the Authorized signatory of the SPD.