

SOLAR ENERGY CORPORATION OF INDIA LTD.**NEW DELHI****Ref No. SECI/C&P/SPD/RfS/TN/P-I/042019/Amendment-01**

dated 28.10.2019

Amendment-03 to the RfS for Selection of Solar Power Developers for Setting up of 500 MW Grid Connected Solar Photovoltaic Power Projects in Tamilnadu (Phase-I)

RfS No. SECI/C&P/SPD/RfS/TN/P-I/042019 Dated 05/04/2019

Sr. No.	Clause No.	Existing Clause	Amended Clause
Amendment to the RfS Document			
1.	Section II 6.0	SECI shall enter into PPA with successful SPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at INR 2.85/ kWh for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess applicable as on the last date of bid submission.	SECI shall enter into PPA with successful SPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to the Project Developer is fixed at INR 2.93/ kWh for 25 years. This shall be inclusive of all statutory taxes, duties, levies, cess applicable as on the last date of bid submission.
2	Section II Clause 9	The Projects to be selected under this RfS shall be minimum individual capacities of 10 MW, and shall be set up in multiples of 10 MW, with a cumulative capacity of 500 MW to be set up under the RfS. The Projects, to be set up only in the State of Tamil Nadu, shall provide for deployment of Solar PV Technology. However,	<p>The Projects to be selected under this RfS shall be of minimum individual capacity of 10 MW, and shall be set up in multiples of 10 MW, with a cumulative capacity of 500 MW to be set up under the RfS. Projects proposed to be connected to CTU substations shall be allocated in multiples of 10 MW, with minimum Project capacity being 50 MW.</p> <p>The Projects, to be set up only in the State of Tamil Nadu, shall provide for deployment of Solar PV Technology. However,. . . .</p>
3	Section III 3.3	Projects shall be allocated in multiples of 10 MW, with minimum Project capacity being 10 MW under the RfS. The Projects shall be connected to the Grid system and Delivery Point, as defined in the RfS.	Projects proposed to be connected to STU Substation shall be allocated in multiples of 10 MW, with minimum Project capacity being 10 MW under the RfS and Projects proposed to be connected to CTU substations shall be allocated in multiples of 10 MW, with minimum Project capacity being 50 MW under the RfS. The Projects shall be connected to the Grid system and Delivery Point, as defined in the RfS.
4.	Section III Clause 7.9	Atleast 30 days prior to the proposed commissioning date, the SPD shall be required to submit the connectivity letter from the STU, confirming technical feasibility of connectivity of the plant to the STU substation. Commissioning of the Project shall not be allowed until the submission of connectivity letter for the said Project.	Atleast 30 days prior to the proposed commissioning date, the SPD shall be required to submit the connectivity letter from the <u>STU/CTU</u> , confirming technical feasibility of connectivity of the plant to the STU/CTU substation. Commissioning of the Project shall not be allowed until the submission of

		In case the Project is being set up in a Solar Park as designated under the MNRE's Solar Park scheme, connectivity granted to the Solar Power Park Developer shall be required to be submitted, along with the Implementation & Support Agreement to demonstrate usage of the above connectivity by the SPD, for the said Project.	connectivity letter for the said Project. As the Projects are to be located within Tamilnadu, State Govt. shall endeavour to provide necessary support to facilitate the connectivity of the plant to STU/ CTU substation.
5	Section III Clause 12	<p>Modified as follows:</p> <p>SUCCESS CHARGES AND PAYMENT SECURITY DEPOSIT</p> <p>Successful Bidder shall have to pay INR 1 Lakh/ MW/ Project + 18% GST to SECI towards administrative overheads, liaising with State Authorities, DISCOM/ STU, pre-commissioning and commissioning expense. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of Lol. Any delay in depositing the said amount to SECI as mentioned above within the stipulated time shall attract interest @18% per annum + 18% GST, levied on per day basis, on the total Success Charge, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to SECI. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one year SBI MCLR rate /annum +18% GST on pro-rata basis.</p> <p>Payment Security Deposit: Prior to declaration of commissioning of first part capacity of the Project, the SPD shall furnish a Payment Security Deposit (PSD) @Rs. 5 lakh/MW/Project, to SECI through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by MNRE 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. In case the SPD 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 SPD, 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>	
6	Section V Clause 2.b.3	In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders. Tariff has to be less than INR 2.85/ kWh. Those bids where the tariff quoted is more than INR 2.85/ kWh , shall be summarily rejected.	In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders. Tariff has to be less than INR 2.93/ kWh. Those bids where the tariff quoted is more than INR 2.93/ kWh , shall be summarily rejected.

7	Section V Clause 3.2	SE = (Eligible capacity for award) (i) In case $S_T \leq 500$ MW, $S_E = 0.8 \times S_T$ (ii) In case $S_T > 500$ MW, $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being 500 MW.	SE = (Eligible capacity for award) (i) In case $S_T < 500$ MW; $S_E = 0.8 \times S_T$ (S_E shall be rounded off to next higher multiple of 10) [e.g. if $S_T = 498$ MW then $S_E = 0.8 \times 498 = 400$ MW] (ii) In case $S_T \geq 500$ MW; $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being 500 MW.
8	Section V Clause 4.2In case the partial capacity offered to the last Bidder after completion of the e-RA is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding 500 MW. In case the last Bidder refuses to accept such partial Capacity offered by SECI, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by SECI.In case the partial capacity offered to the last Bidder after completion of the e-RA is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding 500 MW. In case the last Bidder refuses to accept such partial Capacity offered by SECI, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by SECI. However in case $S_E \leq 500$ MW, and in case the last selected bidder subsequent to culmination of e-RA, is eligible for award of a partial capacity, such bidder shall have an option to match the L1 tariff as discovered, in order to win the entire quoted project capacity at the L1 tariff. Such increase in capacity of the last bidder shall be limited to the total bid capacity tendered under this RfS. The last bidder as identified above, shall be required to intimate SECI within 3 working days from date of e-RA.
9.		Any reference to “ STU ” or “State Transmission Utility” shall be read as “ STU/CTU ” in the RfS and its amendments and clarification.	
10.		Projects proposed to be connected to CTU substations shall be allocated in multiples of 10 MW, with minimum Project capacity being 50 MW under the RfS.	
Amendment to the PSA document			
1.	Clause 2.5 (C)	Payment Security Fund In addition to provisions contained in Article 2.6 above, the Buying Entity shall provide Payment Security Fund, which shall be suitable to support payment of at least 3 (three) months’ billing, of all the Projects tied up with such fund. The parties agree that	Not Used.

		<p>proceeds of encashment of PBGs upon default of the SPD under the respective PPA shall be passed on to the Buying Utility subsequent to opening of the above Payment Security Fund.</p> <p>It is hereby clarified that the State Government guarantee shall be invoked only after the SECI has been unable to recover its dues under the PSA by means of the Letter of Credit and the Payment Security Fund.</p>	
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