

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

Ref No. SECI/C&P/SPD/ISTS-IX/RfS/2000MW/032020

dated 04.06.2020

<b>Amendment-01 to RfS for Selection of Solar Power Developers for Setting Up of 2000 MW ISTS-Connected Solar Power Projects In India Under Tariff-Based Competitive Bidding (ISTS-IX)</b>			
<b>RfS No. SECI/C&amp;P/SPD/ISTS-IX/RfS/2000MW/032020 dated: 20.03.2020</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.	Bid Informa tion Sheet	<p><b>Document Processing Fee</b></p> <p>...</p> <p>Rs. 5 Lakh +18% GST for each Project from 50 MW upto 90 MW capacity,</p> <p>Rs. 15 Lakh + 18% GST for each Project from 100 MW and above capacity,</p> <p>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.</p>	<p><b>Document Processing Fee</b></p> <p>...</p> <p>Rs. 5 Lakh +18% GST for each project from 50 MW upto 99 MW,</p> <p>Rs. 15 Lakh + 18% GST for each project from 100 MW and above,</p> <p>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.</p>
2.	Section-I, “Inter-connect ion/ Injectio n/ Delivery / Meterin g point”	shall mean the point 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 shall...	shall mean the point at 220 kV or above, where the power from the Solar power project(s) will be injected into the ISTS substation (including the dedicated transmission line connecting the Project with the substation system). Metering shall...
3.	Section-III Cl. 3.3	Projects Solar PV Power projects are required to be designed for inter-connection with the ISTS substation at voltage level of 220kV or above. <b>For each Project, the minimum Project capacity shall be 50 MW and the maximum capacity shall be 300 MW.</b> The Project capacity shall remain in multiples of 10 MW only. The SPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in	Projects Solar PV Power projects are required to be designed for inter-connection with the ISTS substation at voltage level of 220kV or above. <b>For each Project, the minimum Project capacity shall be 50 MW.</b> The Project capacity shall be quoted in integral values only. The SPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in Annexure-A and Appendix A-1.

		Annexure-A and Appendix A-1. ....	....
4.	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) 50 MW to 2000 MW, which shall be quoted only in multiples of 10 MW, in the prescribed formats.	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>50 MW to 1200 MW</b> , which shall be quoted only in integral values, in the prescribed formats.
5.	Section III, Cl. 6 (ii)	For each Project, the minimum Project capacity shall be <b>50 MW</b> and the maximum capacity shall be <b>300 MW</b> . The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to <b>2000 MW</b> .	For each Project, the minimum Project capacity shall be <b>50 MW</b> . The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to <b>1200 MW</b> .
6.	Section III, Cl. 7.6.a	Acceptance of such an arrangement by CTU.	Acceptance of such an arrangement by CTU/RLDC.
7.	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.
8.	Section III, Cl. 7.10 (iii)	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 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 connectivity.	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.
9.	Section III, Cl. 7.10	.... The LTA shall be applied for by the SPD, within 60 days of issuance of LOAs or within 30 days of intimation of Buying Entity/Buying Utility provided by SECI, whichever is later.	... The LTA shall be applied for by the SPD within 30 days of signing of PSA, and intimation of the same by SECI to the SPD.
10.	Section III, Cl. 8.4	... <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.	... <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 <u>Buying Utility</u> .
11.	Section III, Cl.	..... Note: The SPD shall apply for all the necessary	..... Note: The SPD shall apply for all the

	9.1	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.....	necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities.....
12.	Section III, Cl. 11.1.	Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value @ <b>INR 8 Lakh/MW</b> per Project, within 70 days of issuance of Letter of Award, or before signing of PPA, whichever is earlier....	Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value @ <b>INR 8 Lakh/MW</b> per Project by at least 07 working days prior to signing of PPA (PPA signing date to be intimated by SECI) ....
13.	Section III, Cl. 11.10	New Clause	<b>Payment on Order Instrument (POI):</b> As an alternative to submission of PBG as above, the SPD 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 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 SPD 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.  The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.
14.	Section III, Cl. 12	<b>Payment Security Deposit:</b> ..... 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	<b>Payment Security Deposit:</b> .....Modalities of operationalization of the Payment Security Deposit will be notified by MNRE at appropriate stage, through necessary guidelines/orders. The above

		<p>credited to SECI pro-rata to the part capacity being commissioned at that stage.</p> <p>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>	<p>amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.</p>
15.	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. SECI's obligation to SPD under the PPA shall also be on the back to back basis as provided in the PPA and the corresponding PSA.</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 solar power to buying entity, with the buying entity assuming all the obligations of SECI under the PPA. SECI's obligation to SPD under the PPA shall also be on the back to back basis as provided in the PPA and the corresponding PSA.</p> <p>It is specified that this RfS would be a part of the bundle of bids issued by SECI during the specified period for arriving at weighted average tariff to be paid by the Buying Entity, in line with the provisions of the Guidelines.</p>
16.	Section III, Cl. 14.5	<p>The SPDs will be free to 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 SPDs will be free to reconfigure and/or 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>
17.	Section III, Cl. 15.(i)	<p>...</p> <p>It is presumed that in terms of Clause 10.4 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)</p>	<p>...</p> <p>Any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in financial closure.</p>

		days, shall entail a corresponding extension in financial closure.	
18.	Section III, Cl 15. (vi) (b)	.... Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or SECI/Buying Utility, in case of default of the SPD. The SPD shall be required to demonstrate possession of a minimum area of 1.5 ha/MW for the awarded Project Capacity.	.... Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or SECI/Buying Utility, in case of default of the SPD.
19.	Section III, Cl. 16.b.e	...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 Scheduled Commissioning Date.	...However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission beyond 120 (one hundred and twenty) days after Effective date of the PPA, shall entail a corresponding extension in Scheduled Commissioning Date.
20.	Section III, Cl. 16.c.	.....The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA.....	.....The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA.....
21.	Section III, Cl. 16.d	<p><b><u>Early Commissioning</u></b></p> <p>.....Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project @ 75% (seventy-five per cent) of the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.</p> <p>In case...</p>	<p><b><u>Early Commissioning</u></b></p> <p>.....Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project @ 75% (seventy-five per cent) of the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.</p> <p>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.</p> <p>In case....</p>

22.	Section III, Cl. 19.1	Single stage, Double Envelope bidding followed by e-Reverse Auction followed by L-1 Matching, has been envisaged under this RfS.....	Single stage, Double Envelope bidding followed by e-Reverse Auction, has been envisaged under this RfS.....
23.	Section III, Cl. 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 50 MW and maximum size shall be 300 MW. The Bidders may submit their proposals accordingly.....	Aggregate capacity offered under this RfS is 2000 MW with projects to be configured in integral values only. For each project, Minimum Project size shall be 50 MW. The Bidders may submit their proposals accordingly.....
24.	Section III, Cl. 20.11.d	Certified copies of annual audited accounts for the last financial year, i.e. FY 2018-19, and provisional audited accounts, ...	Certified copies of annual audited accounts for the last financial year, i.e. FY 2018-19, or provisional audited accounts, ...
25.	Section IV, Cl. C.8	...For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100MW, then, total Net-Worth to be met by the Consortium is Rs. 1.07 Crores x 100MW = Rs. 107 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 74.90 Crores and to be met by Consortium Member B would be Rs. 32.10 Crores. Similar methodology shall be followed for computation of liquidity requirement.	...For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100MW, then, total Net-Worth to be met by the Consortium is Rs. 80 Lakh x 100MW = Rs. 80 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 56 Crores and to be met by Consortium Member B would be Rs. 24 Crores. Similar methodology shall be followed for computation of liquidity requirement.
26.	Section V, Cl. 3.2	(i) In case $S_T \leq 2000$ MW, $S_E = 0.8 \times S_T$	(i) In case $S_T < 2000$ MW; $S_E = 0.8 \times S_T$ ( $S_E$ shall be rounded off to next higher multiple of 10) [e.g. if $S_T = 1320$ MW then $S_E = 0.8 \times 1320 = 1060$ MW]
27.	Section V, Cl. 4	<p><b>Modified as follows:</b></p> <p><b><u>SELECTION OF SUCCESSFUL BIDDERS</u></b></p> <p>i. Subsequent to conclusion of the e-RA process, the bidders in the “Green” and “Yellow” zones as per Clause 3.4.6 above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.</p> <p>ii. The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as “the range”- will be declared as Successful Bidders under the RfS, subject to the following conditions:</p> <p>a. In case the cumulative capacity shortlisted as per the range exceeds <math>S_E</math> (capacity eligible for award as per Clause 3.2 above), the list of Successful Bidders shall be limited by <math>S_E</math>.</p>	

- b. In a borderline case, i.e. the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds  $S_E$ , time stamping of bidders shall be used to limit allocation of cumulative capacity up to  $S_E$ . In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of  $S_E$ , will not be eligible to be declared as Successful Bidders. In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to  $S_E$ .
- c. **Time stamping-** In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last bid with preference to be given to that Bidder who has quoted his last bid during the e-RA, earlier than others.
- d. In the above case, if the time of quote also becomes exactly same among the Bidders in a tie, then the ranking among these Bidders shall be done as follows:
- Step 1: Highest rank (L1) 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.

iii. **Illustration:** Following example provides a possible illustration of the above methodology:

- L1 tariff discovered after e-RA: Rs. 2.50/kWh
- The range ( $L1+2\%$  of L1): Rs. 2.55/kWh

Rank	Quoted capacity (MW)	Cumulative Capacity	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	100	100	NA	2.50	L1
L2	200	300	NA	2.52	L2
L2	400	700	NA	2.53	L2
L3	300	1000	NA	2.54	L3
L4	600	1600	NA	2.55	L4
L5	300	1900	16:00:01	2.55	L5
L5	100	2000	16:00:02	2.55	L5
L5	300	2300	16:00:03	2.56	---
L6	200	2500	NA	2.70	---
L7	300	2800	NA	2.90	----

- iv. **Note:** The allocation of cumulative project capacity shall be closed at  $S_E$ . However, in no case, shall the capacity of a single Project selected under this RfS, be less than 50 MW. In case of the last Successful Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder but greater than 50 MW, then the Project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding  $S_E$ , being awarded under the RfS. In case the partial capacity offered to the last Successful Bidder as per Sl. ii above, is lower

		<p>than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal should preferably be intimated to SECI within 7 days of completion of e-RA and not later than 7 days of issuance of LOAs by SECI, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.</p> <p>In case the partial capacity offered to the last Successful Bidder as per Sl. ii above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be <u>mandatory</u> for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding S<sub>E</sub>. In case the last Successful Bidder refuses to accept such partial capacity offered by SECI, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by SECI.</p>	
28.	Format 7.1 Covering Letter	...We also confirm that we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 2000 MW including this response to RfS...	...We also confirm that we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 1200 MW including this response to RfS...
29.	Format 7.6 Format for financial requirement	.....We certify that the Bidding Company/Member in a Bidding Consortium has a Net worth of INR ..... Crore (.....in words) as on the <b>end of Financial Year 2018-19</b> or as on the day at least 7 days prior to the bid submission deadline (choose one) .....	.....We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2018-19 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable) .....
<b>Amendments to the PPA document</b>			
1.	1.1	<b>“Delivery Point”</b> “Delivery Point” shall mean the point at the voltage level of 220 kV or above of the ISTS Sub-station including the dedicated transmission line connecting the solar power 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 shall....	<b>“Delivery Point”</b> shall mean the point at the voltage level of 220 kV or above of the ISTS Sub-station including the dedicated transmission line connecting the Solar Power Projects with the substation system as specified in the RfS document. Metering shall...



2.	2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of this Agreement, the Buying Entity (ies) shall obtain all requisite approvals including approval of PSA (including adoption of tariff) from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff and the approval of PPA & PSA, as mentioned above is not issued by the SERC and/ or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of this Agreement, SECI and/or the Buying Entity (ies) shall obtain adoption of tariff from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the SERC and/ or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.
3.	4.4.2	.....While the SPD would be free to install the DC solar field 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.....	.....While the SPD would be free to install the DC solar field as per its design of required output, including its requirement of auxiliary consumption and to reconfigure and/or 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.....
4.	4.5.2	....The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA....	....The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA....
5.	4.5.6	Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date pursuant to Article 4.6.2.	Deleted.
6.	4.10	.....Notwithstanding anything mentioned above, the provisions of Article 4.10 shall be	.....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.	applicable subject to the acceptance of the same by the respective Buying Utility.
7.	5.1.7	The Parties agree that for the purpose of commencement of the supply of electricity by SPD to SECI, liquidated damages for delay etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.	The Parties agree that for the purpose of commencement of the supply of electricity by SPD to SECI, liquidated damages for delay etc., the Scheduled Commissioning Date or extended Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.
8.	5.1.8	Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. In case....	Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. Such intimation for early commissioning 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....
9.	6.1.4	Auxiliary power consumption will be treated as per the concern state regulations.	Auxiliary power consumption will be treated as per the concerned Central/State regulations.
10.	7.1.4	...In such cases, ABT compliant sub-meters (two meters, each with separate CT, PT) are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in clause 7.1.3.	...In such cases, ABT compliant sub-meters as per relevant regulation/approval are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in clause 7.1.3.
11.	9.1	<u>Early Commissioning:</u> ..... Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in	<u>Early Commissioning:</u> ..... Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only

		the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. In case...	in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. Such intimation for early commissioning 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....
12.	9.4	New Clause	Power procured under this Agreement shall be subject to pooling / bundling as per provisions of para 2.1.1(c) of the Guidelines and brought in the SECI-Buying Utilities PSA (Schedule 4 of this Agreement).
13.	10.1.1	From the commencement of supply of power, SECI shall pay to the SPD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by SECI shall be in Indian Rupees.	Pursuant to Article 4.1.1 (h), SECI shall set up a payment security fund for Solar Power Projects in order to ensure timely payment. This fund will have a corpus to cover 3 months' payment.
14.	10.1.2	For the purpose of payment of the bills raised by the SPD(s), in case Energy Account is published on cumulative basis, payment to the SPD(s) for the energy delivered shall be apportioned based on JMR taken for the SPD's Project at the Pooling substation/metering point.	From the commencement of supply of power, SECI shall pay to the SPD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by SECI shall be in Indian Rupees.
15.	10.1.3	The SPD shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.	For the purpose of payment of the bills raised by the SPD(s), in case Energy Account is published on cumulative basis, payment to the SPD(s) for the energy delivered shall be apportioned based on JMR taken for the SPD's Project at the Pooling substation/metering point.
16.	10.1.4	New Clause	The SPD shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.
17.	10.2.1	...Energy drawn from the grid will be regulated as per the regulations of respective State the	...Energy drawn from the grid will be regulated as per the applicable Central/State

		Project is located in.	regulations.
18.	10.4.2	Subject to Article 10.4.1, before the start of supply, SECI...	Before the start of supply, SECI...
19.	10.4.7	All costs relating to opening, maintenance of the Letter of Credit shall be borne by SECI/SPD.	All costs relating to opening, maintenance of the Letter of Credit shall be borne by SECI.
20.	10.5.2	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice...	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice...
<b>Amendments to the PSA document</b>			
1.	1.1	<b>"Delivery Point"</b> mean the point at 220 kV or above where the power from the Solar Power project(s) will be injected into the ISTS. 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 shall....	<b>"Delivery Point"</b> shall mean the point at 220 kV or above where the power from the Solar Power project(s) will be injected into the ISTS. Metering shall....
2.	1.1	<b>"Incremental Receivables"</b> shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date;	Deleted.
3.	2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after Effective Date of the PPA, SECI and the Buying Entity (ies) shall obtain all requisite approvals including approval of PSA (including adoption of tariff) from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff and the approval of PPA & PSA, as mentioned above is not issued by the SERC and/ or CERC (as applicable) within the time specified above,	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after Effective Date of the PPA, SECI and/or the Buying Entity (ies) shall obtain adoption of tariff from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the SERC and/ or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.

		the provisions of Article 2.1.4 shall apply.	
4.	3.1.1 (h)	Obtain necessary approval/adoption of PSA along with tariff, trading margin and contracted capacity within 120 days of the Effective Date of PPA failing which SPD under applicable provision of the PPA shall be granted a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the SERC and / or CERC order has been delayed beyond such 120 days.	Obtain necessary approvals for the PSA from the SERC, along with adoption of tariff, if applicable. In case of tariff adoption, provisions as per Article 2.1.3 shall be applicable.
5.	5.1.2	Not Used.	The Applicable Tariff payable by Buying Entities shall be pooled / bundled tariff arrived as per the provisions of para 2.1.1(c) of the Guidelines read in conjunction with its amendment and clarifications. The Buying Entity shall make the Tariff Payments to Buyer as per the provisions of this Agreement. Trading margin of Rs.0.07/ kWh will be applicable over and above Applicable Tariff.
6.	5.1.4	As per provisions of the PPA, the SPDs are permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Buying Entity shall purchase the generation till SCD, at 75% (seventy-five per cent) of the tariff as mentioned in the Article 5.1.1 plus Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh). In case of full commissioning of the Project(s) prior to SCD, Buying Entity shall purchase the power at tariff as per article 5.1.1 plus Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh)].	As per provisions of the PPA, the SPDs are permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Buying Entity shall purchase the generation till SCD, at 75% (seventy-five per cent) of the tariff as mentioned in the Article 5.1.1 plus Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh). In case of full commissioning of the Project(s) prior to SCD, Buying Entity shall purchase the power at tariff as per article 5.1.1 plus Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh)]. Such intimation for early commissioning shall be provided to Buying Entity by SECI upon receipt of such intimation by SPD 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.
7.	5.1.7	....The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA....	....The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA....

**New Format added to the RfS document**

**Format 7.3C**

**FORMAT OF PAYMENT ON ORDER INSTRUMENT (POI) TO BE ISSUED BY IREDA/REC/PFC**

(To be submitted separately for each Project)

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)) is hereby issued. This Payment on Order Instrument comes into force immediately.
4. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project of the 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 Solar PV Power Project of the Solar Power Developer and issuing Letter of Award No ----- to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD 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 Solar 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 them 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/SPD, to make any claim against or any demand against the SPV/SPD or to give any notice to the SPV/SPD;
- (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/SPD;
- (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)