

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

Ref No. SECI/C&P/RPD/RTC-II/032020/Amendment-03			dated 09.12.2020
Amendment-03 to RfS for Selection of RE Power Developers for Supply of 5000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from Coal based Thermal Power Projects in India under Tariff-based Competitive Bidding (RTC-II)			
RfS No. SECI/C&P/RPD/RTC-II/RfS/5000MW/032020 dated: 17.03.2020			
Sr. No.	Clause No.	Existing Clause	Amended Clause
Amendments in the RfS, PPA and PSA documents			
1.	General	<p>1. The title of the RfS document shall be hereby read as “Request for Selection (RfS) Document for Selection of RE Power Developers for Supply of 2500 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from complemented with Power from any other source or storage in India under Tariff-based Competitive Bidding (RTC-II)”.</p> <p>2. Total tendered capacity under the RfS, PPA and PSA shall be read as “<b>2500 MW</b>” instead of “5000 MW”.</p> <p>3. The phrases “thermal source” or “coal based thermal power” or “Thermal power source/capacity/component” and other related terms in the RfS, PPA and PSA documents shall be hereby read as “any other source” or “power from any other source” or “any other source/capacity/component” and other related terms.</p> <p>4. The phrases “composite tariff” or “composite single tariff” in the RfS, PPA and PSA documents shall be hereby read as “Weighted average levelized tariff”.</p>	
Amendments in the RfS document			
1.	Section I Cl. 40 “PROJECT”	... It may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power, and that the RE Components, Thermal Power Component and the ESS, if any, shall be located within the same RLDC region. In case of power being injected from the ESS at a location different than that of the RE components, applicable transmission charges and losses for transmission of power from such ESS, if any, will be borne by the RPD;	... It may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power. In case of power being injected from the ESS at a location different than that of the RE components, applicable transmission charges and losses for transmission of power from such ESS, if any, will be borne by the RPD;
2.	Section II, Cl. 9	SECI shall enter into PPA with successful RPDs for a period of 25 years from the date	SECI shall enter into PPA with successful RPDs for a period of 25 years from the

		as per the provisions of PPA. A composite single tariff for renewable energy, complemented with thermal energy shall be quoted by the bidders. This shall be inclusive of all statutory taxes, duties, levies, cess etc. if applicable as on the last date of bid submission. It is clarified that.....	date as per the provisions of PPA. It is clarified that.....
3.	Section II, Cl.10	Bidders shall submit their bid by offering a composite single tariff for the cumulative capacity quoted for. <b>Under the RfS, the minimum bid capacity shall be 250 MW.....</b>	<b>Under the RfS, the minimum bid capacity shall be 250 MW.....</b>
4.	Section III, Cl. 10	<p><b>Modified as follows:</b></p> <p><b><u>DECLARATION OF BID SECURITY</u></b></p> <p>The Bidder shall submit the declaration of bid security as per Format 7.3 A of the RfS as part of its response to the RfS. By submission of this declaration, the bidder hereby accepts that if it withdraws or modifies its response to RfS during the bid validity period, it will be suspended/barred from bidding in future SECI's tenders for a period of 2 years from the date of default as notified by SECI.</p> <p>In case the provisions under Section III, Clause 22 of the RfS (Non-Responsive Bid) are enforced, the same will result in deviation from the declaration submitted under Format 7.3A, and applicable action will be taken by SECI in this regard.</p> <p>(Provisions in the RfS pertaining to EMD will be read in line with the above modified clause. Provisions/formats contrary to the above provisions hereby stand deleted).</p>	
5.	Section II, Cl. 13.	<p><b>Modified as follows:</b></p> <p>It is hereby clarified that the bidders are allowed to tie up with any quantum (MW) of non-RE power capacity, including NIL capacity. The clauses pertaining to any other source, tie-up with thermal power generator, etc., in the provisions of RfS, PPA and PSA documents will therefore, not be applicable for Projects without any tie-up with a non-RE power plant.</p> <p>Further, in case the developer chooses not to tie-up with any spare capacity until the bid submission deadline, subsequent tie-up with a spare capacity will not be allowed during the Term of the PPA.</p> <p>In case the developer chooses to tie-up with any other source for complementing the RE power supplied from the Project, such tie-up will be limited to a single non-RE power source for each developer. The source and quantum of tied up capacity from a non-RE source cannot change during the PPA tenure. The “source” here refers to</p>	

		<p>the technology of the non-RE power component, and not the entity owning such non-RE component. Thus, while the “source” of the non-RE power (i.e. coal/gas etc.) will remain unchanged during the PPA period, the entity owning such power plant may be changed, keeping the quantum of tie-up of non-RE power unchanged.</p> <p>In case of a tie-up with a coal-based thermal power plant using domestic coal only, the coal-based generator shall also be a party to the PPA as the case may be, so that domestic coal can be supplied to such power plants as per the extent policy.</p> <p>For avoidance of any doubt, it is hereby clarified that ESS, if any, may be constituted as part of the Project or may be tied-up separately with a third party, by the RPD for supply of power. However, tying-up with an ESS keeps the option to tie-up with a non-RE power component open for the RPD.</p> <p>(Provisions in the RfS, PPA and PSA contradictory to this clause will be read in line with the above provisions)</p>	
6.	Section III Cl. 4	The Projects can be located anywhere in India. The RE generation components, along with ESS installed, if any, may either be co-located, or may be located at different locations. While different components of RTC power i.e. solar, wind and thermal can be connected with ISTS network at different ISTS sub-stations, for better Grid balancing they shall be connected within the same RLDC area.	The Projects can be located anywhere in India. The RE generation components, along with ESS installed, if any, may either be co-located, or may be located at different locations. The different components of RTC power i.e. solar, wind and thermal can be connected with ISTS network at different ISTS sub-stations.
7.	Section III Cl. 7.1	...Different components of RTC power i.e. solar, wind and thermal can be connected with CTU at different CTU sub-stations, but within the same RLDC region.	...Different components of RTC power i.e. solar, wind and thermal can be connected with CTU at different ISTS sub-stations.
8.	Section III Cl. 8.1.a.	<b>Addendum to the clause</b>	Peak hours will be four hours out of 24 hours as declared by the corresponding RLDC(s) as per relevant CERC regulations.
9.	Section III Cl. 8.1.b.	<b>Addendum to the clause</b>	It is to be noted that the summation of generation schedule of RE Power and Power from any other source cannot be more than the Contracted Capacity in any time block. Therefore, the RPD may apply for Long Term Access (LTA) accordingly.

10.	Section III Cl. 8.1.g.	<b>Addendum to the clause</b>	At the time of bid submission, the bidder shall submit the proposed total energy to be supplied in a Contract Year from RE sources and non-RE sources, separately. The quantum of proposed annual energy to be supplied from RE sources shall be at least 51% of the total annual energy proposed to be supplied. This ratio of committed annual energy from RE and non-RE sources will remain unchanged subsequent to bid submission.
11.	Section III Cl. 8.2.1.	..... The amount of such damages will be 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at the maximum indexed composite tariff payable during the year.	..... The amount of such damages will be 400% (Four hundred per cent) of the cost of this shortfall in energy terms, calculated at the applicable tariff payable during the year. “Applicable tariff” shall mean the respective tariff components for RE and non-RE power supplied during the year, and in case of the escalable tariff components, the average of these components during that year will be considered for this calculation.
12.	Section III Cl. 8.2.2.	Further, the RPD shall also be liable for paying liquidated damages to SECI for any shortfall in offering RE power below the mandatory 51% of the total power offered in a Contract Year, for reasons solely attributable to the RPD. The damages corresponding to this shortfall in RE power shall be calculated at 25% of the maximum indexed composite tariff payable during the year for each unit of shortfall.	Further, the RPD shall also be liable for liquidated damages to SECI for any shortfall in offering energy from RE sources out of total energy in a Contract Year below the proportion of energy from RE sources, quoted at the time of bidding, for reasons solely attributable to the RPD. The damages corresponding to this shortfall in RE power shall be calculated at 400% (four hundred per cent) of applicable tariff payable during the year for each unit of shortfall.
13.	Section III Cl. 8.2.2A	For the first Contract Year subsequent to COD of first part capacity under the PPA, the above performance criteria will be required to be met on a pro-rata basis.	For the first Contract Year subsequent to COD of first part capacity under the PPA, the performance criteria as per Sl. 8.2.1 and 8.2.2 above, will be required to be met on a pro-rata basis.

			The detailed list of documents required for verification of energy supply and performance of the Projects will be intimated to the Developers subsequent to commissioning. For each Contract Year, the above data will be required to be submitted by the respective Developers to SECI within 30 days after expiry of the previous Contract Year, for verification of the performance parameters for calculating applicable compensation on account of shortfall.				
14.	Section III Cl. 8.3	In order to allow optimization of operation of RE and Thermal Power Generating Systems, the RPD is allowed to supply power in excess of offtake by SECI/Discom, to any third party or power exchange without requiring any NOC from SECI/Discom.....	In order to allow optimization of operation of RE and Non-RE Power Generating Systems, the RPD is allowed to supply power from the Non-RE power plant in excess of the Contracted Capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The RPD may also sell the power which was offered to SECI/Discom (within Contracted Capacity) but not scheduled by Discom, to any third party or power exchange without requiring NOC from the Discom on day ahead basis.				
15.	Section III Cl. 8.4.a	<b>Table modified as follows:</b> <table><tr><th>Duration of Grid unavailability</th><th>Provision for Generation Compensation</th></tr><tr><td>Grid unavailability beyond 175 hours in a year, as defined in the PPA</td><td>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by the Discom) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by the Discom)) X 1000 X No. of hours of grid unavailability</td></tr></table>		Duration of Grid unavailability	Provision for Generation Compensation	Grid unavailability beyond 175 hours in a year, as defined in the PPA	Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by the Discom) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by the Discom)) X 1000 X No. of hours of grid unavailability
Duration of Grid unavailability	Provision for Generation Compensation						
Grid unavailability beyond 175 hours in a year, as defined in the PPA	Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by the Discom) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by the Discom)) X 1000 X No. of hours of grid unavailability						

16.	Section III Cl. 8.4.b	<b>Table modified as follows:</b> <table><tr><th>Reduced offtake</th><th>Provision for Generation Compensation</th></tr><tr><td></td><td><p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Procurer)) X 1000 X No. of hours of Reduced Off take.</p><p>However, any amount realized by the Generator, by third party sale of such power which was offered but not scheduled, shall be shared with the Procurer in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p><p><b>(a) For RE Power:</b></p><p>90% of Net realization above RE Tariff</p><p><b>(b) For Non-RE Power:</b></p><p>50% of Net realization above variable Charges of Non-RE Tariff</p></td></tr></table>	Reduced offtake	Provision for Generation Compensation		<p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Procurer)) X 1000 X No. of hours of Reduced Off take.</p> <p>However, any amount realized by the Generator, by third party sale of such power which was offered but not scheduled, shall be shared with the Procurer in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p> <p><b>(a) For RE Power:</b></p> <p>90% of Net realization above RE Tariff</p> <p><b>(b) For Non-RE Power:</b></p> <p>50% of Net realization above variable Charges of Non-RE Tariff</p>
Reduced offtake	Provision for Generation Compensation					
	<p>Generation Compensation = ((RE Tariff x RE power (MW) offered but not scheduled by Procurer) + (Non-RE Fixed Charge x power from other source (MW) offered but not scheduled by Procurer)) X 1000 X No. of hours of Reduced Off take.</p> <p>However, any amount realized by the Generator, by third party sale of such power which was offered but not scheduled, shall be shared with the Procurer in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis.</p> <p><b>(a) For RE Power:</b></p> <p>90% of Net realization above RE Tariff</p> <p><b>(b) For Non-RE Power:</b></p> <p>50% of Net realization above variable Charges of Non-RE Tariff</p>					
17.	Section III Cl. 14.7	<b>Modified as follows:</b> <p>Applicable Tariff: The quoted tariff shall comprise four parts – Fixed component [RE power (fixed), non-RE power (fixed)] and Variable component [non-RE power (escalable for fuel), and non-RE power (escalable for transportation)]. The Fixed component of tariff of the RE power and non-RE power shall be quoted for each year of the term of PPA. The variable component of the non-RE power shall be quoted as on Scheduled Date of Commissioning. The Tariff shall be quoted at the Delivery Point. The tariff shall be quoted specifically as per the instructions laid out in Section III, Clause 23.b.II of the RfS.</p> <p><b>Note:</b> While quoting the variable component of the non-RE power, the Scheduled Commissioning Date will be estimated by the bidder (not to be specified in the bid), and such value of the variable component will remain unchanged subsequent to bid submission. Any variation between such estimated SCD and the actual SCD as determined based on signing of PPA, and/or extension in the SCD as approved by SECI, will not lead to any modifications in the variable component of the tariff as quoted at the time of bid submission.</p> <p>For avoidance of doubt, it is clarified that in case of tie-up with a coal based thermal power plant, the nature of coal (domestic/imported) will not be allowed to be changed subsequent to bid submission deadline.</p>				

		<p>The Renewable energy supplied shall be paid at the rate of RE (fixed) tariff applicable for that year as quoted by the successful bidder. For non-RE power, the fixed component of non-RE power shall be paid based on the monthly available capacity from non-RE sources at the rate of non-RE power fixed tariff quoted by the Bidder applicable for that year. The variable component of non-RE power shall be paid for the energy supplied from other source of energy and shall be paid at the rate of variable component of non-RE power (escalable for fuel), and variable component of non-RE power (escalable for transportation) tariff applicable for that year after adjusting as per escalation index notified by CERC for payment purposes.</p> <p>Further, in case of coal based thermal component being utilized, the Bidder shall be required to indicate the source of coal (domestic/imported) being utilized in the thermal project, in the Covering Letter. Once such source is specified at the time of bid submission, the indexation of composite tariff shall be done on the same basis, for the entire Term of the PPA.</p>	
18.	Section III Cl. 16.b (a)	<p>For a Project of size not more than (and including) 500 MW, the Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on <b>18 months</b> from the Effective Date of PPA (for e.g. if Effective Date of the PPA is 07.04.2020, then SCD shall be 07.10.2021). For a Project size more than 500 MW but not more than (and including) 1000 MW, the SCD for full capacity of the Project shall be the date as on <b>24 months</b> from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.04.2020, then SCD shall be 07.04.2022). For a Project size more than 1000 MW, SCD for full capacity of the Project shall be the date as on <b>30 months</b> from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.04.2020, then SCD shall be 07.10.2022).....</p>	<p>For a Project of size not more than (and including) 1000 MW, the Scheduled Commissioning Date (SCD) for commissioning of full capacity of the Project shall be the date as on <b>24 months</b> from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.04.2020, then SCD shall be 07.04.2022). For a Project size more than 1000 MW, SCD for full capacity of the Project shall be the date as on <b>30 months</b> from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.04.2020, then SCD shall be 07.10.2022).....</p>
19.	Section III Cl. 23.b.II.	<p><b>Modified as follows:</b></p> <p><b>Financial Bid (Second Envelope)</b></p> <p>Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):</p> <ul style="list-style-type: none"> <li>(a) Covering letter as per Format - 7.12 of this RfS document</li> <li>(b) Preliminary Estimate of Cost of the Project as per Format 7.13</li> </ul> <p>The financial bid shall be submitted online, in the format as per the Electronic Form</p>	

on the ISN-ETS portal.

The quoted tariff shall comprise of four parts as per Section III, Clause 14.7 of the RfS, and will be submitted in the form of the following table, to be called as “tariff matrix”:

Contract Year subsequent to SCD or COD of 1 <sup>st</sup> part capacity, whichever is earlier	Tariff component “A”: Fixed RE component (INR/kWh)	Tariff component “B”: Fixed non-RE component (INR/kWh)	Tariff component “C”: Variable non-RE component (fuel) (INR/kWh)	Tariff component “D”: Variable non-RE component (transportation) (INR/kWh)
1	A <sub>1</sub>	B <sub>1</sub>	C <sub>1</sub>	D <sub>1</sub>
2	A <sub>2</sub>	B <sub>2</sub>		
3	A <sub>3</sub>	B <sub>3</sub>		
.....	....	....		
24	A <sub>24</sub>	B <sub>24</sub>		
25	A <sub>25</sub>	B <sub>25</sub>		

Where, A<sub>n</sub> represents the value of the tariff component “A” in the n<sup>th</sup> Contract Year.

In addition, in the Electronic Form, the bidder shall also quote the values of committed energy to be supplied in a Contract Year, as follows:

Committed annual energy to be supplied from RE sources: “X”: \_\_\_\_\_ MWh

Committed annual energy to be supplied from non-RE sources: Y: \_\_\_\_\_ MWh

*(The value of “X” should be at least 51% of the value of “X+Y”)*

The above table will be applicable for the entire Contracted Capacity quoted by the Bidder.

#### Important Notes:

- The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- In each of the envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- While filing the values of “A” and “B” in the tariff matrix, it is to be noted that the value of “A” or “B” in any particular year shall be greater than or equal to the respective value of “A” or “B” in the immediately previous year. Bids containing tariff matrices filled in deviating from the above provision will be rejected. For eg., in case the value of “A” in the 1<sup>st</sup> year of the tariff matrix is 2.50, the value for “A” in the 2<sup>nd</sup> year can not be less than 2.50.



		<p>(e) The values of “B”, “C” and “D” are dependent on the type of non-RE Project being utilized for supplying the balancing/complementary power. Thus, based on the type of source for the spare capacity tied up as specified by the bidder at the time of bid submission, the values of “C” and “D” will be indexed for each year. The applicable indices for different fuel types are provided in Annexure-F.</p> <p>(f) While quoting the values of “C” and “D”, estimation of SCD will have to be done by the bidders themselves, and even in case of extension of SCD during the project implementation stage, irrespective of the reason of such extension, the values of “C” and “D” quoted at the time of bid submission will remain unchanged.</p> <p>(g) In case of “D”, the escalation index is dependent on distance of transportation. Thus, the transportation index will be fixed as per the distance specified by the bidder at the time of bid submission, irrespective of the actual distance applicable for transportation of the respective fuel.</p> <p>(h) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SECI within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be ‘archived’ on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened.</p>	
20.	Section IV Cl. B.4.(iii)	<p>The <b>‘spare capacity’</b>, referred above, is that capacity of a thermal power generating system that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.</p> <p>Spare capacity / thermal component, as tied up by the RPD for the Term of the PPA, as indicated at the time of bid submission shall be maintained during entire term of PPA, except for the situations where the thermal plant is shut down for scheduled/planned maintenance, or on account of Force Majeure, in which case, the developer is free to tie up the thermal power from some other thermal power plant, without any additional liability to SECI for procurement of power from the other source. In exceptional circumstances, the RPD may be allowed to change the tie-up with prior approval of SECI and the DISCOM.</p>	<p>The <b>‘spare capacity’</b>, referred above, is that capacity of a power generating system that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS.</p> <p>The Bidder shall provide the details of the tie-up with the spare capacity at the time of bid submission, and the proposed tied up quantum of spare capacity will remain unchanged thereafter.</p> <p>Further, in case the developer chooses not to tie-up with any spare capacity until the bid submission deadline, subsequent tie-up with any spare capacity will not be allowed during the Term of the PPA.</p> <p>The quantum of the spare capacity as tied-up by the bidder shall remain unchanged throughout the Term of the PPA, except for the situations where the</p>

			spare capacity plant is shut down for scheduled/planned maintenance, or on account of Force Majeure. The developer is free to switch the tie-up from one plant to another, or a combination thereof, keeping the total tied-up spare capacity unchanged. Such modification in tie-up will be without any additional liability to SECI for procurement of power from the other plant.
21.	Section IV Cl. B.4 (iv)	... order to ensure that the 'spare capacity' of thermal power has been tied up by the bidders, the bidders have to submit, at the time of bid submission, proof of such tie-up and the availability of spare capacity of thermal power,....	... order to ensure that the 'spare capacity' of a power plant has been tied up by the Bidders, the Bidders shall submit, at the time of bid submission, proof of such tie-up and the availability of spare capacity in the said power plant,...
22.	Section IV, Cl. A.4.(v)	Other provisions of the referred OM dated 23.07.2020 will also be applicable for this tender.....	Other provisions of the referred OM dated 23.07.2020, except Sl. 11 of the OM, will also be applicable for this tender.....
23.	Section V, Cl. 2.b.	In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff", which shall be the First year Composite tariff as quoted by the Electronic Form of Financial Bid, in line with Clause 14.7 of Section III of the RfS. After this step, the shortlisted bidders shall be invited for the Reverse Auction. Reverse Auction shall be conducted only on the first year composite tariff as quoted by the Bidders. For the purpose of interpretation, any reference to "first round tariff" in this section will refer to the "first year composite tariff".	In this step, evaluation of Techno-Commercially Qualified Bids shall be done based on the "Weighted Average Levelized tariff" per unit supply of RTC power, which shall be as quoted by the Bidder in the Electronic Form of Financial Bid, in line with Clause 14.7 and 23.b.II of Section III of the RfS. After this step, the shortlisted bidders shall be invited for the Reverse Auction. Reverse Auction shall be conducted only on the "Weighted Average Levelized Tariff" as quoted by the Bidders. For the purpose of interpretation, any reference to "first round tariff" in this section will refer to the "Weighted Average Levelized Tariff".

24.	Section V, Cl. 2.b.4	<p><b>Modified as follows:</b></p> <p><b><u>Evaluation of bids:</u></b></p> <p>Based on the tariff matrix as quoted by the bidder and the values of committed annual energy values corresponding to RE and non-RE components as per Section III, Cl. 23.b.II of the RfS, evaluation of bids will be carried out as follows:</p> <ol style="list-style-type: none"> <li>The tariffs components “A” and “B” (each quoted for 25 years), will be levelized based on the discounting factor of 8.61 %.</li> <li>The tariff components “C” and “D” (each quoted for the first year), will first be indexed for the remaining 24 years of the PPA, using the indices to be intimated shortly, for fuel and transportation, respectively. The values of the same are annexed herewith. Subsequently the 25-year values of “C” and “D” will be levelized based on the discounting factor of 8.61 %.</li> <li>Finally, based on the values of “X” and “Y” quoted by the bidder, the weighted average levelized tariff of the bidder will be calculated, which will be a single value, “W/kWh”.</li> <li>While calculating the above values, digits after 2 places of decimal point in all the values will be ignored. For example, in case the value of a certain parameter is 2.456, it will be read as 2.45.</li> <li>Bids will be evaluated on the value of “W” calculated for each bidder.</li> </ol> <p>The term “tariff” being used in this Section is to be read as the “Weighted average levelized tariff” or “W” hereon.</p>	
25.	Section V, Cl. 2.b.10	If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.	If the value of “W” as calculated above is same for two or more Bidders, then all the Bidders with the same value of “W” shall be considered of equal rank/ standing in the order.
26.	Section V, Cl. 3.4.1	During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.	During the 15 minutes prior to start of reverse auction process, the respective tariff, i.e. W, along with the tariff matrix as filled by the Bidder as part of the Electronic Form for price bid, shall be displayed on its window.
27.	Section V, Cl. 3.4.2	The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.	The Bidder can revise the values of “A” “B”, “C” and “D” in its tariff matrix, with the target of reducing the resultant value of W, so as to meet or beat the lowest value of W, i.e. the L1 tariff at that particular instance. Minimum decrement value for each cell in the matrix shall be 0.01.

28.	Section V, Cl. 3.4.3	Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.	Bidders can only quote any value of “W”, which is lower than their previous quoted value of W, taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in “W” will not be permissible.  Further, while changing values of “A” and “B” during the e-RA, provisions of Section III, Cl. 23.b.II.(d) will have to be complied with, as per which, the value of “A” or “B” in any particular year shall be greater than or equal to the respective value of “A” or “B” in the immediately previous year.
29.	Section V, Cl. 3.4.4	During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.	During reverse auction, the Bidder shall not have the option of changing the total Contracted capacity along with values of “X” and “Y” as submitted at the time of bid submission.
30.	Section V, Cl. 4.ii.	In case the Eligible Capacity $S_E$ , as per Clause 3.2 above, is not fully met by the Successful Bidder(s) as declared above, the remaining Bidders will be asked to match the lowest tariff as discovered above (“L1 Matching”).	In case the Eligible Capacity $S_E$ as per Clause 3.2 above, is not fully met by the Successful Bidder(s) as declared above, the remaining Bidders will be asked to match the lowest tariff as discovered above (“L1 Matching”).  Matching of the L1 tariff” hereunder would mean matching the L1 value of W, i.e. weighted average levelized tariff, as discovered after the conclusion of e-RA.
31.	Section V, Cl. 4.v.b.	<b>Addendum to the Clause</b>	As part of matching the L1 tariff, the Bidder will be required to revise its tariff matrix as submitted during the e-RA, in order to arrive at the L1 value of W. Based on the revised tariff matrix as submitted by the bidder, the revised weighted average levelized tariff of the corresponding bidder will be calculated by SECI, and in case it matches the L1 value of W, the bidder will be deemed to have matched the L1 tariff.

32.	Section VII Format 7.1	<b>Table Modified as follows:</b> <table border="1"> <thead> <tr> <th>Contracted Capacity offered*</th><th>RTC configuration (RE+ Thermal breakup)</th><th>Location(s) (Village, Tehsil, Dist., State)</th><th>Inter-connection Point(s) Details</th></tr> </thead> <tbody> <tr> <td></td><td>Solar PV component: ____MW (AC), ____MWp (DC) (DC/AC Ratio: ____)</td><td></td><td></td></tr> <tr> <td></td><td>Wind power component: ____MW</td><td></td><td></td></tr> <tr> <td></td><td>ESS component: ____MW/MWh</td><td></td><td></td></tr> <tr> <td></td><td>Non-RE Power component: ____MW</td><td></td><td></td></tr> </tbody> </table> <p><i>* Only a single Contracted Capacity to be offered by the Bidder</i></p>		Contracted Capacity offered*	RTC configuration (RE+ Thermal breakup)	Location(s) (Village, Tehsil, Dist., State)	Inter-connection Point(s) Details		Solar PV component: ____MW (AC), ____MWp (DC) (DC/AC Ratio: ____)				Wind power component: ____MW				ESS component: ____MW/MWh				Non-RE Power component: ____MW		
Contracted Capacity offered*	RTC configuration (RE+ Thermal breakup)	Location(s) (Village, Tehsil, Dist., State)	Inter-connection Point(s) Details																				
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	Wind power component: ____MW																						
	ESS component: ____MW/MWh																						
	Non-RE Power component: ____MW																						
33.	Section VII Format 7.1	<p>Earnest Money Deposit (EMD): - (Please read Clause No. 10, Section-III, ITB carefully before filling)</p> <p>We have enclosed EMD of INR ..... (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 7.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 10, Section-III, ITB of this RfS. The total capacity of the RE Project offered by us is ..... MW [Insert cumulative capacity proposed].</p>	<p>We undertake that the quantum of tie-up with non-RE Power component as declared above, will remain unchanged throughout the Term of the PPA.</p>																				
34.	Section VII Format 7.3D	<b>Format 7.3D of the RfS stands deleted.</b>																					

## **FORMAT-7.3 A (Amended)**

### **Format for Declaration of Bid Security**

*(to be submitted on letterhead of the Bidder)*

No.

Date

**Subject:** Declaration of bid security/EMD Requirement.

We, \_\_\_\_\_ (insert name of the Bidder) hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfS vide RfS No. \_\_\_\_\_ dated \_\_\_\_\_. We undertake that we will abide by the provisions of the RfS for the activities pertaining to submission of response to RfS, during the bid validity period.

We undertake not to withdraw or modify our bid during the bid validity period, in line with provisions of the RfS. In case we withdraw or modify our response to the RfS during the bid validity period, or violate other provisions of the RfS which make the bid non-responsive under Clause 3.24 of the RfS, We, \_\_\_\_\_ (insert name of the bidder) including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.

(Name and Signature of the Authorized Signatory)

**FORMAT FOR DISCLOSURE**

**(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)**

**DISCLOSURE**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

\_\_\_\_\_

Tel.#:

Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for Selection of RE Power Developers for Supply of 2500 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from any other source in India under Tariff-based Competitive Bidding (RTC-II)

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LoA has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

We further declare that we have read the provisions of Clause A.4, Section IV of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We

understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/  
Board Resolution/ Declaration.



**DECLARATION**

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:**

**MoF OM No 6/18/2019-PPD dated 23.07.2020**

**(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)**

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

From: \_\_\_\_\_ *(Insert name and address of Bidding Company/Member of Consortium)*

\_\_\_\_\_

Tel.#: Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

D - 3, 1<sup>st</sup> Floor, Wing - A, Prius Platinum Building

District Centre, Saket, New Delhi - 110 017

Sub: Response to the Tender No ..... dated .....for the tender for

.....

.....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

**Declaration 1:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered. "

**Declaration 2:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.07.2020, as referred above

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/  
Board Resolution/ Declaration.

**FORMAT 7.10 (Amended)**

**DECLARATION BY THE BIDDER FOR THE PROPOSED  
TECHNOLOGY TIE-UP**

*(To be submitted on the letterhead of the Bidder)*

<b>1</b>	<b>Name of Bidding Company/ Lead Member of Bidding Consortium</b>	
<b>2</b>	<b>Location(s) of RTC components</b>	
<b>3</b>	<b>Contracted Capacity proposed</b>	..... MW
<b>4</b>	<b>Brief about the RTC Configuration breakup</b>	
	<b>i) Committed annual energy to be supplied from the RE component (X)</b>	..... MWh
	<b>ii) Committed annual energy to be supplied from the Non-RE component (Y)</b>	..... MWh
	<b>iii) Type of fuel being used in the non-RE component</b>	(coal/gas/large hydro/etc.)
	<b>iv) In case of Coal based thermal project being utilized, following details to be submitted:</b> <b>a. Nature of Coal being utilized (Domestic/Imported)</b> <b>b. Proposed distance to be considered for transportation indexation for coal based thermal energy</b> <i>(To be entered Not Applicable, in other cases)</i>	(Domestic / Imported Coal)  ..... kms
<b>5</b>	<b>Details to be submitted in case of tie-up with spare capacity of a non-RE Project</b>	(to be enclosed as Annexure to this Format)

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

**FORMAT 7.11 (Amended)**

**PROOF OF TIE-UP WITH NON-RE POWER PROJECT**

*(Not applicable in case of a Consortium between the Bidder and the Entity owning the non-RE Power Plant)*

(Board Resolution, signed by the authorized representative of the Board of Directors of the company owning such non-RE power plant being proposed for tie-up, duly notarised on a Rs 100/- non-judicial stamp paper.)

**Illustration regarding applicability of liquidated damages on account of shortfall in Power Supply (Clause 8.2, Section III of the RfS)****❖ Assumptions**

- Each month consists of 12 time-blocks.
- The data below is identical for all the months in a year.
- Each month has 2 time blocks designated as "Peak Hours"
- Declared rated capacities of RE and non-RE components (MW):
  - RE: **400 MW** ("Project")
  - Thermal Project: **200 MW**
  - Contracted Capacity: **500 MW** (for which LoA has been issued, and PPA has been signed)
- Committed ratio of annual power offered from RE sources out of total annual power offered: **51%** (not to be changed subsequent to bid submission deadline)
- Considering the 5<sup>th</sup> Contract Year after COD of last part capacity of the Project.
- Tariff components applicable for that year:
  - Fixed RE component:  $A_5$  : **Rs. 4.2/kWh**
  - Fixed Non-RE component:  $B_5$ : **Rs. 2.8/kWh**
  - Variable Non-RE component-Fuel:  $C_5'$ : **Rs. 0.4/kWh**
  - Variable Non-RE Tariff-Trans:  $D_5'$ : **Rs. 0.8/kWh**
- The values of  $C_5'$  and  $D_5'$  for the purpose of calculation of "applicable tariff" for the 5<sup>th</sup> year, are respectively, the averages of monthly indexed values of C and D for the 5<sup>th</sup> year, based on the CERC's indexation as applicable.
- Power supply profile for a typical month in the 5<sup>th</sup> year:

Declared availability in each time block								
Time Block	Duration (hrs)	RE (MW)	Non-RE (MW)	Total (MW)	Offered MWh (RE)	Offered MWh (Thermal)	RE %	Availability
T1	60	250	200	450	15000	12000	55.6%	90%
T2	60	300	200	500	18000	12000	60.0%	100%
T3	60	350	50	400	21000	3000	87.5%	80%
T4	60	50	140	190	3000	8400	26.3%	38%
T5	60	50	200	250	3000	12000	20.0%	50%
T6	60	50	100	150	3000	6000	33.3%	30%
T7	60	200	200	400	12000	12000	50.0%	80%
<b>T8</b> (Peak hours)	60	150	200	350	9000	12000	42.9%	70%
<b>T9</b> (Peak hours)	60	100	200	300	6000	12000	33.3%	60%

T10	60	50	200	250	3000	12000	20.0%	50%
T11	60	150	200	350	9000	12000	42.9%	70%
T12	60	100	200	300	6000	12000	33.3%	60%
<b>Total</b>		<b>1800</b>	<b>2090</b>	<b>3890</b>	<b>108000</b>	<b>125400</b>		
<b>Total MWh offered</b>					<b>233400</b>			
<b>Average (=Monthly availability)</b>							<b>40.87%</b>	<b>64.83%</b>

- Average monthly Peak Hour availability: 65%
- % of RE offered over total Power offered (monthly): 46.27% (not “average”)
- **Annual availability (=Average of monthly availabilities): 64.83%**
- **Annual Peak Hour availability (=Average of monthly Peak Hours availabilities): 65%**
- **% of RE offered over total power offered annually: 46.27%**

#### ❖ **Liquidated damages on account of shortfall in Power offered**

##### **Shortfall in annual availability**

- Average Power offered in a typical time block = (Average annual availability x Contracted capacity) = 324.17 MW
- Min. required average Power to be offered in a typical time block (@85% availability) = (0.85 x Contracted Capacity) = 425 MW
- Shortfall in average power offered in a typical time block = 425-324.17 = 100.83 MW
- Split of average power shortfall into RE and non-RE power (based on ratio submitted by the bidder) = 100.83 x 0.51 (for RE power) and 100.83 x 0.49 (for non-RE power), i.e. 51.4233 MW (for RE power) and 49.4067 MW (for non-RE power)
- **Damages for shortfall in annual availability** = (Shortfall in average power offered in a time block split into RE and non-RE x no. of hours in the year x tariff applicable for RE and non-RE components x 4 x 1000) = 8640 x 4 x [(51.4233 x 4.20) + (49.4067 x (2.8 + 0.4 + 0.8))] x 1000 = **Rs. 14,29,41,77,049.60/-**

##### **Shortfall in annual peak hour availability**

- Average Power offered in a typical Peak Hour time block= (Average annual Peak hour availability x Contracted capacity) = 325 MW
- Min. required average Power to be offered in a typical Peak hour time block (@85% availability) = (0.85 x Contracted Capacity) = 425 MW
- Shortfall in average power offered in a typical time block = 425-325 = 100 MW
- Split of average power shortfall into RE and non-RE power (based on ratio submitted by the bidder) = 100 x 0.51 (for RE power) and 100 x 0.49 (for non-RE power), i.e. 51 MW (for RE power) and 49 MW (for non-RE power)
- **Damages on account of shortfall in Peak hours availability** = (Shortfall in average power offered in a time block split into RE and non-RE x no. of hours in the year x tariff applicable for RE and non-RE

components x 4 x 1000) =  $8640 \times 4 \times [(51 \times 4.20) + (49 \times (2.8 + 0.4 + 0.8))]$  x 1000 = **Rs. 14,17,65,12,000/-**

**Shortfall in annual offering of energy from RE sources**

- Total RE offered (MWh) for the corresponding month = 1,08,000 MWh
- Total RE offered (MWh) for the year = (Summation of RE (MWh) offered for each month) =  $108000 \times 12 = 12,96,000$  MWh
- Total energy offered during the year = (Summation of energy offered (MWh) for each month) =  $233400 \times 12 = 28,00,800$  MWh
- Min. energy to be offered through RE in the year =  $0.51 \times 2800800 = 14,28,408$  MWh
- Shortfall in energy offered through RE in the year =  $1428408 - 1296000 = 1,32,408$  MWh
- Damages due to shortfall in RE offered for the year = (Annual shortfall x Applicable RE Tariff x 4 x 1000) =  $132408 \times 4.20 \times 4 \times 1000 = \text{Rs. } 2,22,44,54,400/-$

*As per the provisions of the RfS and PPA, maximum of the above three damages will be levied on the developer for the corresponding Contract Year*

**Note:** The above illustration has been provided for a sample monthly data, based on assumptions as indicated. Actual calculations for liquidated damages will be made for the yearly data as per REA.