

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

SECI/C&P/SPD/RfS/Leh-Kargil/7500MW/122018/Amendment-1

dated 30.04.2019

Amendment-01 to the RfS for Selection of Solar Power Developers for Setting up of 7500 MW Grid-Connected Solar Power Projects (including implementation of power transmission and evacuation infrastructure) in Leh & Kargil Districts, Jammu & Kashmir, India			
RfS No. SECI/C&P/SPD/RfS/Leh-Kargil/7500MW/122018 Dated 31.12.2018			
Sr. No.	Clause No.	Existing Clause	Amended Clause
1	Technology	Any reference to the phrase “Solar PV Projects” shall be read as “Solar Power Projects”. The RfS allows Projects to demonstrate all possible solar energy conversion technologies to generate electricity.	
2.	General	1. The term “Employer” in the RfS shall be read as “SECI”. 2. The phrase “CTU Substation” in the RfS shall be read as “ISTS Substation”.	
3.	Section-I : Bid Information Sheet: Name of Work/Brief Scope of Work/Job	1.0 Selection of Solar Power Developers for Setting up of 2500 MW Grid-Connected Solar Power Projects in Kargil, Jammu & Kashmir	1.0 Selection of Solar Power Developers for Setting up of 7500 MW Grid-Connected Solar Power Projects in Leh & Kargil Districts, Jammu & Kashmir
4.	Section-I : Bid Information Sheet: Earnest Money Deposit (EMD)	Amount: INR 6,00,000/- (Indian Rupees Six Lacs) per MW + 18% GST per Project to be submitted in the form of Bank Guarantee along with the Response to RfS.	Amount: INR 6,00,000/- (Indian Rupees Six Lacs) per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfS.
5.	Section-I: Cl. 2.0	.....This RfS document has been prepared in line with the above Guidelines issued by MoP dated 03.08.2017.	.....This RfS document has been prepared in line with the above Guidelines issued by MoP dated 03.08.2017 and subsequent amendments and clarifications thereof.
6.	Section-I: Cl. 10.0	The Projects to be selected under this RfS for aggregate capacity of 2500 MW to be installed in Kargil District, provide for deployment of Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline Silicon or Thin Film or CPV, with or without	The Projects to be selected under this RfS for aggregate capacity of 7500 MW to be installed in Leh & Kargil Districts, provide for deployment of Solar energy conversion technology. Selection of projects would be technology agnostic within the technology mentioned above. The Projects can utilize both solar PV and solar thermal technologies

		trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.	or a combination thereof, as per the requirements of the SPD. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.
7.	Section-II: Cl. 3.2	Addendum to the clause	<p><u>Project Configuration:</u></p> <p>The term “Project” shall have the meaning as defined in Section I of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LOA). Following points are to be noted in this regard:</p> <ol style="list-style-type: none"> Each Project of 2500 MW capacity shall be set up in multiple “blocks”, as configured by the SPD, based on the actual allocation of land parcels for each Package. A single tariff shall be quoted by the Bidder for each Package, irrespective of the number of blocks for each Project configuration. A Single Power Purchase Agreement shall be signed for one Project. The SPD shall be responsible for obtaining Connectivity and Long Term Open Access (LTA) for each Project. The SPD may modify the Project configuration in terms of blocks, subsequent to issuance of LOA until the commissioning of the Project, subject to the condition as per (c) above. SECI shall not be responsible for any delay in reconfiguration of the Project, which might lead to delay in commissioning of the Project. The individual ‘blocks’ shall be pooled at a minimum voltage level of 33 kV. A single transmission line shall connect the above pooling Substation to the Delivery Point, which shall be the Metering Point as per the RfS. It may be noted that the said pooling station shall have a different

			meaning than the Pooling Station as defined in the RfS.
8.	Section-II: Cl. 5	The Projects to be selected under this scheme provide for deployment of PV Technology. However, the selection of Projects would be technology agnostic within PV technology and crystalline silicon or thin film or CPV, with or without Trackers can be installed.....	The Projects to be selected under this RfS provide for deployment of Solar energy conversion technology. Selection of projects would be technology agnostic within the technology mentioned above. The Projects can utilize both solar PV and solar thermal technologies or a combination thereof, as per the requirements of the SPD.....
9.	Section-II: Cl. 6.i.	Bidders may quote for either of, or both the Packages. For Package A, Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit shall have to single bid for the quote for a single capacity of 2500 MW. For Package B, a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit a single bid for a minimum capacity of 2500 MW and a maximum capacity of 5000 MW.	Bidders may quote for any one or any two or all the three Packages under the RfS. For each Package, the Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall have to bid for a single capacity of 2500 MW. A Bidder, including its Parent, Affiliate or Ultimate Parent shall therefore, submit response to RfS for a cumulative capacity of 2500 MW or 5000 MW, or 7500 MW, based on the number of Packages opted for.
10.	Section-II: Cl. 6.iv.	In case the bidder wishes to set up more than one Project, then the Projects would need to be physically identifiable for the Project Capacity with separate injection points and metering arrangement.	Deleted.
11.	Section-II: Cl. 8.1	The Bidder will declare the annual CUF of the Project at the time of submission of response to RfS. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 22% . SPD shall maintain generation so as to achieve annual CUF within + 10% and -10% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 25%, and within +10% and 15% of the declared value of the annual CUF thereafter till the end of the PPA duration of 35 years. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and	The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year of COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 30% . SPD shall maintain generation so as to achieve annual CUF within + 10% and -10% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 27% , and within +10% and 15% of the declared value of the annual CUF thereafter till the end of the PPA duration of 35 years. It shall be the responsibility of the SPD, entirely at its cost

		associated equipment (including arrangement of extra land for such installation) as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation.....	and expense to install such capacity and associated equipment as may be necessary to achieve the required CUF, and for this purpose SPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation.....
12.	Section-II: Cl. 8.2	<p>.....This will, however, be relaxable by SECI to the extent of grid non-availability for evacuation which is beyond the control of the developer.....</p> <p>.... It shall not be construed that the compensation is payable by SPD only if the buying utility(ies) are required to pay compensation for such not meeting of RPO's or that the buying utility(ies) or the SPD shall be required to prove or establish such payment of compensation for not meeting the RPOs.....</p>	<p>.....This will, however, be relaxable by SECI to the extent of grid non-availability for evacuation beyond the Delivery Point, which is beyond the control of the developer.....</p> <p>Further, this relaxation will also cover non-availability of evacuation on account of damage to the dedicated transmission line due to Avalanches.</p> <p>.... It shall not be construed that the compensation is payable by SPD only if the buying utility(ies) are required to pay compensation for such not meeting of RPO's or that the buying utility(ies) or <u>SECI</u> shall be required to prove or establish such payment of compensation for not meeting the RPOs....</p>
13.	Section-II: Cl. 8.3	.....SECI shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 1 month of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by SECI within the said period of 1 month, such right shall cease to exist and the SPD shall, at its sole discretion, may sell such excess power to any third party.....	.....SECI shall be required to intimate its approval/refusal to the SPD, for buying such excess generation not later than 30 days of receiving the above offer from the SPD. In the event the offer of the SPD is not accepted by SECI within the said period of 30 days, such right shall cease to exist and the SPD shall, at its sole discretion, may sell such excess power to any third party.....
14.	Section-II: Cl. 9.1	Addendum to the clause	Note: The SPD shall apply for all the necessary approvals, permits and clearances not more than 3 months from the issuance of LOA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the SPD faces delay in grant of the necessary approvals and permits,

			for a period substantially greater than the standard period of grant of approval by the respective organizations.
15.	Section-II: Cl. 10.1	Earnest Money Deposit (EMD) of INR 6 Lakh/ MW +18% GST per Project in the form of Bank Guarantee according to Format 7.3 A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which, the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium.	<p>Earnest Money Deposit (EMD) of INR 6 Lakh/ MW per Project in the form of Bank Guarantee according to Format 7.3 A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which, the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.</p> <p>The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.</p>
16.	Section-II: Cl. 11.1	Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value @ INR 24 Lakh/ MW +18% GST before signing of PPA. It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the Format 7.3 B with a validity period from the date of submission of the PBG until 57 (fifty seven) months from the Effective Date of the PPA.....	Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value @ INR 24 Lakh/ MW per Project, within 30 days of issuance of LOA, or before signing of PPA, whichever is earlier. It may be noted that successful Bidders shall submit the Performance Bank Guarantee according to the Format 7.3 B with a validity period from the date of submission of the PBG until 63 (sixty three) months from the Effective Date of the

		<p>.....In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one year SBI MCLR rate /annum +18% GST on pro-rata basis.....</p>	<p>PPA.....</p> <p>.....In case of delay in making full payment of above delay charges, upto the date of PBG submission, interest shall be levied on the delay charges @ one year SBI MCLR+18%GST. The amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one year SBI MCLR rate /annum +18% GST on pro-rata basis.....</p>
17.	Section-II: Cl. 11.2	All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.	<p>All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.</p> <p>Note: The PBGs are required to be submitted in the name of the entity signing the PPA. In case of the PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder within the above prescribed timeline, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing the PPA.</p>
18.	Section-II: Cl.12	<p>Successful bidders shall have to pay INR 1.06 Lakh/ MW/ Project (@ 0.2% of normative capital cost of CERC i.e. INR 530.02 Lakh per MW) + 18% GST to SECI towards administrative overheads, coordination with State Authorities and others, Discom/ STU/CTU, pre-commissioning and commissioning expense....</p> <p>.....In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above).....</p>	<p>Successful bidders shall have to pay INR 1 Lakh/ MW/ Project + 18% GST to SECI towards administrative overheads, coordination with State Authorities and others, Discom/ STU/CTU, pre-commissioning and commissioning expense....</p> <p>.....In case of delay in making full payment of above <u>charges upto the date of PBG submission</u>, interest shall be levied on the <u>delay charges @ one year SBI MCLR+18%GST.</u>, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above).....</p>

19.	Section-II: Cl. 14.4	Back-to-back Power Sale Agreements (PSAs) will be executed by SECI with the State Buying Utilities for sale of solar power to them.	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.
20.	Section-II: Cl. 15.2	Extension charges referred to in this clause, have been modified to Rs. 1,000/MW/day +18% GST	
21.	Section-II: Cl. 16.a	.....For example, a project of 70 MW may be commissioned in 2 parts: First being a part capacity of 50 MW and the remaining part capacity being 20 MW. Similarly, part commissioning of a project of 110 MW capacity shall be done as follows: 1st part capacity=50 MW, 2nd part capacity= 50 MW and 3rd part capacity=10 MW.....	Deleted
22.	Section-II: Cl. 16.b. (i)	.....(for e.g. if Effective Date of the PPA is 07.06.2019, then SCD shall be 07.03.2023).	.....(for e.g. if Effective Date of the PPA is 07.06.2019, then SCD shall be 07.06.2023).
23.	Section-II: Cl. 16.b. (ii)	The maximum time period allowed for commissioning of the full Project Capacity shall be limited to the date as on 54 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.06.2019, then the above deadline for Project commissioning shall be 07.12.2023).	The maximum time period allowed for commissioning of the full Project Capacity shall be limited to the date as on 60 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.06.2019, then the above deadline for Project commissioning shall be 07.06.2024).
24.	Section-II: Cl. 16.b. (iii)	..... For example, in case of a Project of 2500 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/2500) X (18/180).....	..... For example, in case of a Project of 2500 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/2500) X (18/360).....
25.	Section-II: Cl. 16.b. (iv)	In case the Commissioning of the Project is delayed beyond the date as on 54 months from the Effective Date of the PPA (as applicable), the PPA capacity shall stand reduced/ amended to the Project Capacity Commissioned and the PPA for the balance capacity will stand terminated and shall be	In case the Commissioning of the Project is delayed beyond the date as specified in Clause (ii) above, the PPA capacity shall stand reduced/ amended to the Project Capacity Commissioned by the deadline as indicated in Clause (ii) above, and the PPA for the balance capacity will stand terminated and shall be

		reduced from the selected Project Capacity.	reduced from the selected Project Capacity.
26.	Section-II: Cl. 16.b(v)	In case of delay in commissioning of the Project only due to non-completion of the power transmission evacuation infrastructure by the SPD, the SPD shall be required to demonstrate completion of the Solar PV Project within the SCD or by the date as on 54 months from the Effective Date of the PPA, subject to which, the matter will be decided by SECI, in coordination with the Financing Institutions for the said Project.	In case of delay in commissioning of the Project only due to non-completion of the dedicated transmission line and power evacuation infrastructure by the SPD, the SPD shall be required to demonstrate completion of the Solar PV Project within the SCD or by the date as indicated in Clause (ii) above, subject to which, the matter will be decided by SECI, in coordination with the Financing Institutions for the said Project.
27.	Section-II: Cl. 18.2	No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable, provided the promoter(s) of the SPD continue(s) to remain the same after listing of the company.	No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable, provided the promoter(s) of the SPD continue(s) to remain the same after listing of the company. Following shall not be considered as change in shareholding as mentioned above: 1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements. 2. Conversion of CCDs, CCPs etc. already issued to existing shareholders. 3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders. 4. Transfer of shares within the members of Promoter Group. 5. Transfer of shares to IEPF. 6. Issue of Bonus Shares.
28.	Section-II: Cl. 18.3	Amended as follows: <u>In case of Project being executed through SPV:</u> The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company	

		executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from the COD, except with the prior approval of SECI. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.	
29.	Section-II: Cl. 20.10.d.	Certified copies of annual audited accounts for the last financial year, i.e. FY 2017-18	Certified copies of annual audited accounts for the last financial year, i.e. FY 2018-19 (if available) or FY 2017-18, or provisional audited accounts along with Balance Sheets, Profit & Loss Statements, Cash flows, schedules and bank states duly certified by a Chartered Accountant, on the date at least 7 days prior to bid submission deadline.
30.	Section-II: Cl. 21.15	All financial transaction to be made with SECI including, but not limited to submission of Bank Guarantees, payment of extension charges, success charges, etc., shall attract an additional 18% GST, wherever not specifically mentioned.	All financial transaction to be made with SECI including, but not limited to payment of extension charges, success charges, etc., shall attract an additional 18% GST, wherever not specifically mentioned.
31.	Section-II: Cl. 28	SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.	SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to SECI's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.
32.	Section-III: Cl. A.3	..... In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form an Indian Company registered under the Companies Act, 2013 as its fully owned subsidiary Company (i.e. 100% subsidiary) before signing of PPA.....	..... In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 76% shareholding in the SPV, before signing of PPA.....
33.	Section-III: Cl. A.6	A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special	A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose

		<p>Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.</p>	<p>Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.</p> <p><i>(The percentage shareholding as modified shall be read accordingly, in the illustration provided in Clause A.9 of Section-III.)</i></p>
34.	Section-III: Cl. A.7	<p>..... This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% or 26% of the voting rights and paid up share capital, as the case may be) shall not change from submission deadline of response to RfS up to one year after the COD of the Project.....</p>	<p>..... This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital, as the case may be) shall not change from submission deadline of response to RfS up to one year after the COD of the Project.....</p>
35.	Section-III: Cl. A.9	<p><u>Creation of separate SPVs:</u> Further, separate SPVs may also be incorporated for executing the Solar PV Project and for implementation of the power transmission & evacuation infrastructure. However, SECI's role will be limited to interacting with the entity executing the PPA with SECI for sale of power from the Project, and will not cover the relationship between the SPV incorporated for executing the transmission evacuation infrastructure and its Parent Company/Consortium. Notwithstanding the provision of creating separate SPVs, the relationship between the successful Bidder and the SPV shall follow the rule as illustrated in Clause A.9 above.</p>	<p><u>Creation of separate SPVs:</u> Separate SPVs may be incorporated/utilized by the successful bidder in case of being awarded more than one Package.</p> <p>However, It is clarified that as per existing regulations, for each Package, <u>only a single SPV shall be incorporated/utilized for executing the Solar Power Project and implementation of dedicated transmission line & evacuation infrastructure upto the Delivery Point</u>, i.e the Company signing the PPA shall be the same as the Company getting connectivity at the Delivery Point and implementing the dedicated transmission line.</p>
36.	Section-III: Cl. B.3	Addendum to the clause	<p><u>Further, the cells and modules used in the Project shall be sourced only from the models and manufacturers included in the "Approved</u></p>

			<u>List of Models and Manufacturers” as published by MNRE and updated as on the date of commissioning of the Project.</u>
37.	Section-III: Cl. C.1.a	The Net Worth of the Bidder should be equal to or greater than INR 1.2 Crores per MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2017-18.	The Net Worth of the Bidder should be equal to or greater than INR 1.2 Crores per MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2018-19 (if available), or FY 2017-18, or as on the date at least 7 days prior to the date of bid submission. (Note: Corresponding clauses in Format 7.6 shall be read in line with above changes)
38.	Section-III: Cl. C.2.a.	A minimum annual turnover of INR 50 Lakhs/ MW of the quoted capacity during the previous financial year, i.e. FY 2017-18.....	A minimum annual turnover of INR 80 Lakhs/ MW of the quoted capacity during the previous financial year, i.e. FY 2018-19 (if available), or FY 2017-18, or as on the date at least 7 days prior to the date of bid submission..... (Note: Corresponding clauses in Format 7.6 shall be read in line with above changes)
39.	Section-III: Cl. C.2.b.	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 10 Lakhs/ MW of the quoted capacity, as on the last date of previous financial year, i.e. FY 2017-18.	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 16 Lakhs/ MW of the quoted capacity, as on the last date of previous financial year, i.e. FY 2018-19 (if available), or FY 2017-18, or as on the date at least 7 days prior to the date of bid submission. (Note: Corresponding clauses in Format 7.6 shall be read in line with above changes)
40.	Section-III: Cl. C.2.c.	In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of INR 12.5 Lakhs/ MW of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.	In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of INR 20 Lakhs/ MW of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.
41.	Section-III Cl. C.5.	A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. FY 2017-18, along	A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. FY 2018-19 (if available), or

		with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfilment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.....	FY 2017-18, or provisional audited accounts in case of the bidder meeting the financial criteria as on the date at least 7 days prior to the date of bid submission, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfilment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional audited accounts in case of the bidder meeting the financial criteria as on the date at least 7 days prior to the date of bid submission.....
42.	Section-III: 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 turnover and other 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 2500MW, then, total Net-Worth to be met by the Consortium is Rs. 1.20 Crores x 2500MW = Rs. 3000 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 2100 Crores and to be met by Consortium Member B would be Rs. 900 Crores. Similar methodology shall be followed for computation of turnover and other liquidity requirement.
43.	Section-IV: Cl. 1.14	“CENTRAL TRANSMISSION UTILITY (CTU)” shall mean the Central Transmission Utility as defined in Sub-Section (10) of Section 2 of the Electricity Act, 2003;	“CENTRAL TRANSMISSION UTILITY (CTU)” shall mean the Central Transmission Utility as defined in Sub-Section (1) of Section 38 of the Electricity Act, 2003;
44.	Section-IV: Cl. 1.17	“EFFECTIVE DATE” shall mean the date as on 90th day from the date of issuance of Letter of Intent (LOI), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;	“EFFECTIVE DATE” shall mean the date as on 90th day from the date of issuance of Letter of Award (LOA), or the date of signing of PPA, as applicable, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;
45.	Section-IV: Cl. 1.22	Amended as follows: “INTER-CONNECTION POINT/ DELIVERY/	METERING POINT” shall mean the point(s)

		defined in Clause C, Section-VIII of the RfS, where power from the Solar Power Projects is injected into the grid (including the dedicated transmission line connecting the solar power Projects with the substation system). Metering shall be done at this interconnection point where the power is injected into. For interconnection with the grid and metering, the SPDs shall abide by the relevant CERC/SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.	
46.	Section-IV: Cl. 1.41	“RfS DOCUMENT” shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfS no. SECI/C&P/SPD/RfS/Kargil/2500MW/122018 dated 31.12.2018;	“RfS DOCUMENT” shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfS no. SECI/C&P/SPD/RfS/Leh-Kargil/7500MW/122018 dated 31.12.2018
47.	Section-V: Cl. 3.ii.	Not Used	
48.	Section-V: Cl. 4.	Amended as follows: <ul style="list-style-type: none"> (i) For each Package, the Bidder quoting the lowest tariff (L1 tariff), shall be awardee the Project capacity of 2500 MW. (ii) In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others. <p>In the above case, if the time of quote also become exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:</p> <p>Step 1: Lowest rank 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.</p> <p>Step 2: Ranking will be done based on draw of lots</p>	
49.	Format 7.1	<p>We, the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to SECI, hereby submit our response to RfS.....</p> <p>.....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</p>	<p>We, the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 35 years to SECI, hereby submit our response to RfS.....</p> <p>.....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 7500</p>

		capacity of 2500 MW in each Package, including this response to RfS.....	MW in each Package, including this response to RfS.....
50.	Format 7.1	8. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS.....	8. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated/utilized by us, having a minimum shareholding of 76% of the Bidder, we shall infuse necessary equity to the requirements of RfS.....
51.	Format 7.3A	.....[Insert amount not less than that derived on the basis of Rs. 10 Lakhs per MW +18% GST of cumulative capacity proposed.....	.....[Insert amount not less than that derived on the basis of Rs. 6 Lakhs per MW of cumulative capacity proposed.....
52.	Format 7.7	<p>Amended as follows:</p> <p style="text-align: center;"><u>UNDERTAKING</u></p> <p style="text-align: center;">(To be submitted on the letterhead of the Bidder)</p> <p>We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RfS vide RfS No. _____ dated _____, that M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s _____ (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.</p> <p style="text-align: right;">(Name and Signature of the Authorized Signatory)</p>	
53.	Formats 7.7, 7.8, 7.9, 7.10 & 7.11	Renamed as Formats 7.8, 7.9, 7.10, 7.11 & 7.12 respectively	
54.	Format 7.9 (erstwhile 7.8)	We hereby undertake to certify in line with Clause No. 15, Section-II, ITB under the title “Financial Closure” that the following details shall be furnished within 48 (forty-eight) months of Effective Date of the PPA.	We hereby undertake to certify in line with Clause No. 15, Section-II, ITB under the title “Financial Closure” that the following details shall be furnished within 24 (twenty-four) months of Effective Date of the PPA.
55.	Section-VIII: Cl. B.4	Land allocation methodology: The Projects shall be set up only in the blocks as indicated above. For Package-B, the Bidders shall be required to indicate their proposed location(s) for setting up the Project in the Covering Letter (Format 7.1), in their response to RfS. In case of a tie, i.e similar location(s) being chosen by both the	Land allocation methodology: The Projects shall be set up only in the blocks as indicated above. For each Package, the land shall be allocated to the bidder quoting the lowest tariff (L1 tariff) upon conclusion of the e-RA, and issuance of LOA.

		winners, the land shall be allocated to the bidder quoting the lowest tariff (L1 tariff) upon conclusion of the e-RA. Further, in case of both the successful bidders quoting the same tariff upon conclusion of e-RA, allocation of such proposed land parcel(s) shall be done through draw of lots.	SECI will make best efforts to complete land allocation processes until the Deadline of Financial Closure of the Projects. In case of delay in signing of the sub-lease of land parcels, necessary extension may be granted to the Financial Closure deadline, keeping the SCD for the Projects unchanged.
56.	Section-VIII: Cl. B.5	It is hereby notified that the land identified as indicated above, includes the land to be allocated for implementation of the power evacuation infrastructure, including setting up the requisite Substation(s) for interconnection into the Grid.	It is hereby notified that the land identified as indicated above, includes the land to be allocated for implementation of the power evacuation infrastructure, including setting up the requisite Substation(s) for interconnection into the Grid. It is however, clarified that the land identified and to be allotted to the SPD, <u>does not include</u> the land parcels required for setting up the necessary infrastructure at intermediate locations for laying of dedicated transmission line upto the Delivery Point.
57.	Section-VIII: Cl. C.1	<p>Amended as follows:</p> <p>The scope of the SPD shall include implementation of the power evacuation and transmission infrastructure upto the Delivery Point.</p> <p><u>Package A:</u> Delivery Point/Metering Point/Interconnection Point as defined in the RfS, for Package-A has been identified as the 400 kV side of the 400/220 kV ISTS S/S at New Wanpoh, Anantnag, Jammu & Kashmir. The above line may emanate from Zangla, traversing through Kargil, Alusteng (Srinagar), and terminating in New Wanpoh. This route would utilize existing New Wanpoh-Kishenpur transmission corridor.</p> <p><u>Package-B:</u> Bidders may carefully note that for the purpose of constructing the dedicated transmission line as per the existing CERC regulations, <u>delivery points for the Package B shall be 765 kV sub-stations at Aligarh, Meerut and Moga. However, the Metering Point for the purpose of billing and as defined in the RfS, shall be the 765 kV switching station at New Kaithal (in the vicinity of Kaithal), at 765 kV level.</u></p> <p><u>The SPD setting up Package-B shall be responsible to develop the complete transmission system up to the above identified delivery points at Aligarh, Meerut and Moga.</u> The 5000 MW power coming from Leh either through DC or AC system shall be fed to 765kV switching station at New Kaithal, which will further be transmitted to the delivery points i.e. Aligarh, Meerut and Moga through the following transmission system:</p> <ul style="list-style-type: none"> • Establishment of 765kV switching station in vicinity of Kaithal (New Kaithal SW station) • LILO of 765kV Moga-Meerut S/c at New Kaithal Switching station 	

		<ul style="list-style-type: none"> • New Kaithal Switching station — Aligarh 765kV D/c line along with 240M VAR switchable line reactor at both ckts at each end • 2x240MVAR bus reactor at Kaithal Switching station. <p>The diagram as follows illustrates above:</p> <p>The diagram illustrates the 765 kV New Kaithal Switching Station (S/S-New Kaithal) as a central blue circle. It is connected to Package-B and Package-C via lines that include metering points (green squares). A dedicated transmission line for Package B (including lines to Meerut & Aligarh) is shown as a blue bracketed line. The station is also connected to three 765 kV lines: Moga, Meerut, and Aligarh, each represented by a green circle. The diagram also shows metering points for Packages B & C.</p> <p>It is re-iterated that Metering Point for the purpose of energy accounting for Package B shall be the 765 kV New Kaithal Switching Station, at 765 kV level.</p> <p>Package-C: For Package-C, the Delivery Point/Metering Point/Interconnection Point as defined in the RfS, shall be the 765 kV New Kaithal Switching Station at 765 kV level.</p> <p>In view of the above arrangement, the SPDs implementing Projects under Packages B & C, may arrive at a cost sharing mechanism, for setting up the common infrastructure, but SECI will not be a party to that mechanism. As per the provisions of the RfS, implementing the entire transmission system, including the lines upto Aligarh, Meerut & Moga, shall be the under the scope of the SPD setting up the Project under Package-B.</p>	
58.	Section-VIII: Cl. 9.a.	<p>Although the RfS envisages dedicated transmission line to be built for power evacuation from the Project, in case of Package-B, two SPDs may also share the common transmission line to evacuate power from the combined capacity of 5000 MW.....</p>	<p>Although the RfS envisages dedicated transmission line to be built for power evacuation from the Project, in case of Packages B&C, two SPDs may also share the common transmission line to evacuate power from the combined capacity of 5000 MW.....</p>

59.	Annexure-A: Cl. 2	Amended as follows: Grid Connectivity: Relevant CERC Regulations (including LVRT Compliance), along with CEA regulations/standards and Grid Code as amended and revised from time to time.	
60.	Annexure-A: Cl. 8.e	Addendum to the clause	SCADA/Real time data shall be provided as per relevant CERC Regulations and Procedures as amended from time to time.
61.	Annexure-A: Cl. 10	The phrase “1250 MW” in the table shall be read as “2500 MW”	