

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

Ref No. SECI/C&P/SPD/RfS/RJ-III/072020

dated 15.10.2020

Amendment-02 to RfS for Selection of Solar Power Developers for Setting up of 1070 MW Grid-Connected Solar PV Power Projects in RAJASTHAN (Tranche-III) under Tariff-based Competitive bidding			
RfS No. SECI/C&P/SPD/RfS/RJ-III/072020 dated: 16.07.2020			
Sr. No.	Clause No.	Existing Clause	Amended Clause
Amendments in the RfS document			
1.	Section II, Cl. 4.0	Power procured by SECI from the above Project has been provisioned to be sold to the State Buying Entity, i.e. Rajasthan Urja Vikas Nigam Limited (RUVNL), which shall be the Buying Entity under this RfS. SECI shall be an intermediary nodal agency for procurement of power generated by the SPD and sale of such power to RUVNL entirely on back to back basis based on due performance by the SPD as well as the Buying entity.	Power procured by SECI from the above Project has been provisioned to be sold to the Discoms of Rajasthan, which shall be the Buying Entities under this RfS. The Buying Entities shall procure power under the RfS through Rajasthan Urja Vikas Nigam Limited (RUVNL), which is the authorized representative for signing the Power Sale Agreement, on behalf of the Rajasthan Discoms. SECI shall be an intermediary nodal agency for procurement of power generated by the SPD and sale of such power to the Discoms of Rajasthan, entirely on back to back basis based on due performance by the SPD as well as the Buying Entities.
2.	Section II, Cl. 8.0	If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 3 years after COD), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.	If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year after COD), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.
3.	Section III, Cl. 16.c.Subsequent to grant of connectivity & after completion of Project in all aspects, in case there is a delay in grant of Synchronization/Charging Permission by the STU or there is a delay in readiness of the STU substation at the Delivery Point.....Subsequent to grant of connectivity, in case there is a delay in grant of Synchronization/Charging Permission by the STU or there is a delay in readiness of the STU substation at the Delivery Point.....
4.	Section III, Cl. 18.3	... shall not fall below 51% at any time prior to 03 (three) years after 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	... shall not fall below 51% at any time prior to 01 (one) year after 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 03 (three) years after COD, except with the prior approval of SECI. ...	members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after COD, except with the prior approval of SECI. ...
5.	Section III, Cl. 18.4	... till 03 (three) years after the COD, till 01 (one) year after the COD, ...
6.	Section III, Cl. 18.5	... shall be maintained for a period of 03 (Three) years after COD.	... shall be maintained for a period of 01 (One) year after COD.
7.	Section III, Cl. 18.6	Any change in the shareholding after the expiry of 03 years after COD can be undertaken under intimation to SECI. ...	Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to SECI. ...
8.	Section IV, Cl. A.7	... shall not change from submission deadline of response to RfS up to three years after the COD of the Project. shall not change from submission deadline of response to RfS up to one year after the COD of the Project. ...
9.	S. No. 5, Format 7.5 Format for Consortium Agreement We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 03 (Three) Years after commencement of supply of power. We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (One) Year after the COD of the Project.
Amendments in the PPA document			
1.	4.1.1.(g)	maintaining its controlling shareholding (controlling shareholding shall mean more than 50% of the voting rights and paid-up share capital) prevalent at the time of signing of PPA up to a period of three (3) years after Commercial Operation Date of the Project ...	maintaining its controlling shareholding (controlling shareholding shall mean more than 50% of the voting rights and paid-up share capital) prevalent at the time of signing of PPA up to a period of one (1) year after Commercial Operation Date of the Project ...
Clarifications in the PPA Document			
1.	Article 12	<p>It is clarified that, any introduction of new tax/duty/cess made applicable for setting up the solar power project and supply of power from the Solar Power project by the SPD which have a direct effect on the Project, resulting in change in Project Cost, will also qualify under “Change in Law” as per timeline and procedure indicated under Article-12 of PPA.</p> <p>It is further clarified that, applicability of Safeguard Duty on <u>“Solar Cells whether or not assembled in modules or panels”</u> which is till 29.07.2021, if gets extended and has a direct effect on the Project, resulting in change in Project Cost, such extension will also qualify under “Change in Law” as per timeline and procedure indicated under Article-12 of PPA</p>	