

SOLAR ENERGY CORPORATION OF INDIA
New Delhi-17

No: SECI/Cont./RWS/75/2015

Date: 22-07-2015

Sub : Amendments No-2 to RFS No: SECI/Cont./RWS/75/2015 dated 16-04-2015 for Implementation of Grid Connected Roof Top Solar PV Power Scheme in Warehouses in Selected States in India (RWS Phase-I)

Ref : 1) RFS No: SECI/Cont./RWS/75/2015 dated 16-04-2015
2) Amendment No 1 dated 13-05-2015

Dear Sir,

Further to our RFS No. SECI/Cont./RWS/75/2015 dated 16-04-2015, please find attached **Amendment No-2 dated 14-07-2015** to various RFS conditions in **Table-C** in response to the issues raised by various prospective bidders during the 2nd Pre Bid Conference held at SECI office on 06-07-2015 at 11am.

These amendments shall form an integral part of the RFS dated 16-04-2015 and order of preference shall be the latest document which has been published on SECI website for the relevant provision in the RFS. In case no such amendment is published then RFS document shall prevail.

The last date of bid submission is hereby **extended upto 31-07-2015 till 2:30p.m.** Tentative list of Central Warehouse Corporation (CWC) roofs with area available having metallic sheet roofing is as per **Annexure-1** enclosed herewith.

All other terms and conditions of RFS and its subsequent Amendment No 1 dated 13-05-2015 shall remain same.

Thanking you,

Yours faithfully,

Avnish Parashar
Dy Manager(C)

Table-C

| Sr. No. | Reference to the Clause, Page No. and Section of the RFS No: SECI/Cont./RWS/75/2015 dated 16-04-2015 | Provision in the Bid document dated 16-04-2015 | Addendum /Amended Clause |
|---------|--|--|--|
| 1. | Page No. 5 ,Bid information sheet, Document description | Bidder can submit bids under competitive bidding to avail subsidy upto Rs. 2/kWh for supplying of power to the concern DISCOMs at fixed tariff of Rs. 5.5 per kWh for 25 years for the States mentioned in Clause 2.1.4 of Section-I of RFS | Bidder can submit bids under competitive bidding to avail subsidy upto Rs. 2Crores/MWp for supplying of power to the concern DISCOMs/Third part at fixed tariff of Rs. 6.0 per kWh for 25 years for the States mentioned in Clause 2.1.4 of Section-I of RFS |
| 2. | Page No. 6 ,Bid information sheet, Last date and time of submission of response to RFS | 14-05-2015 upto 2:30p.m | 31 st July,2015 upto 2:30-p.m |
| 3. | Page No. 6 ,Bid information sheet, Bid Opening(Techno-Commercial) | 14-05-2015 at 3p.m | 31 st July,2015 at 3p.m |
| 4. | Page No. 9 ,Definitions and Abbreviations, Clause 1.37 | “Subsidy” shall mean subsidy amount quoted by L1 bidder of State in Rs.__ /- per kWh in Price Bid Format as per RFS terms and conditions | “Subsidy” shall mean subsidy amount quoted by L1 bidder of State in Rs.__ Crores /- per MW in the Price Bid Format-B &C as per RFS terms and conditions |
| 5. | Page No. 13 ,Bid Details, Clause 2.1.1,para 2 nd | The maximum subsidy which can be quoted by successful bidder under this shceme is Rs. 2/kWh. The quoted subsidy by the successful bidder will be available for a period of 8 years with a cap of 17% CUF i.e Rs. 29.50 lakhs/MW/year. The bidder quoted the lowest subsidy will be declared as Successful Bidder for the state and 50% | The maximum subsidy which can be quoted by successful bidder under this scheme is Rs. 2 Crores/MW. The bidder quoted the lowest subsidy will be declared as Successful Bidder for the state indicated in the table of Clause 2.1.4. |

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| | | of tendered capacity for that state will be allocated. | |
| 6. | Sub Clause 2.1.2., Page No. 13 & 14 of Section-I | Successful bidders will sign PPA directly with the concerned State DISCOMs for 25 years at fixed tariff of Rs. 5.5/kWh for the State. The Successful bidders will sign a rooftop rent agreement with the rooftop owner at fixed rent of 50 paisa per kWh of energy generated & sold by the successful bidder to the 14 DISCOMs per year. The roof rent shall be paid by the successful bidder to the roof top owner as per rent agreement terms and conditions. | Successful bidders will sign PPA directly with the concerned State DISCOMs/Third party for 25 years at fixed tariff of Rs. 6.0/kWh for the State. The Successful bidders will sign a rooftop rent agreement with the rooftop owner at fixed rent of 50 paisa per kWh of energy generated by the successful bidder to the DISCOMs/Third part per year. The roof rent shall be paid by the successful bidder to the roof top owner as per rent agreement terms and conditions. |
| 7. | Sub Clause 2.1.2.2, Page No. 14 of Section-I | Third party sale may be allowed where successful bidder can enter into a PPA with any of the power- off taker/consumer other than the DISCOMS at a fixed rate of Rs 5.5/kWh subject to SECI approval. SECI reserves the right to consider or reject such proposal. | Third party sale is allowed where successful bidder can enter into a PPA with any of the power- off taker/"consumer other than the DISCOMS and self- consumption" at a fixed rate of Rs 6/kWh. however, quantum of energy sold should be certified by warehouse owner and/or DISCOM. |
| 8. | Sub Clause 2.1.3, Page No. 14 of Section-I | Subject to Clause 2.1.1 above, Bids with quoted subsidy more than Rs.2/- Per kWh will not be considered for evaluation and award. | Subject to Clause 2.1.1 above, Bids with quoted subsidy more than Rs.2 Crores/- Per MW will not be considered for evaluation and award. |
| 9. | Clause 3.12, Bid Due Date, Page No. 22 of Section-I | The Bidder should submit the Bids so as to reach the address indicated below by 1430 hrs (IST) on or before 14-05-2015 D.M (Contracts) Solar Energy Corporation of India D-3, A Wing, 1st Floor, Religare Building | The Bidder should submit the Bids so as to reach the address indicated below by 1430 hrs (IST) on or before 31-07-2015 D.M (Contracts) Solar Energy Corporation of India D-3, A Wing, 1st Floor, Religare Building |

| | | District Centre, Saket, New Delhi-110017 | District Centre, Saket, New Delhi-110017 |
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| 10. | Clause 3.16.4, Performance Security/Performance Bank Guarantee (PBG), Page No. 26 of Section-I | The Performance Security shall be valid for a minimum period of 36 months from the date of issue of Allocation letter(s) and shall be renewed / extended till the completion of entire obligation of bidder under the contract. | <u>Sub Clause 3.16.4 of Section-I shall be replaced as under:</u> The Performance Security shall be initially valid for a minimum period of 36 months from the date of issue of Allocation letter(s) and shall be renewed / extended till the successful completion of 5 years of O&M from the date of commissioning. |
| 11. | Clause 3.16.5, Performance Security/Performance Bank Guarantee (PBG), Page No. 26 of Section-I | Performance security shall be released after Twenty Five years of successful completion of operation & maintenance of the plant from the commissioning date. | <u>Sub Clause 3.16.5 of Section-I shall be replaced as under:</u> Performance security shall be released after 5 years from the date of commissioning of the allocated capacity in the State. Successful completion of operation & maintenance of the projects from the date commissioning shall also be the precondition for release of PBG. |
| 12. | Clause 3.22.2, Subsidy Amount, Page No. 28 | The quoted subsidy amount shall remain firm and fixed and shall be binding on the Successful Bidder till completion of 8 years of operation thereafter SECI shall not pay any subsidy amount to successful bidder. However, the tariff will be paid by the concern DISCOMS to the bidder for a minimum period of 25 years as per the mutually agreed terms and conditions of PPA. The successful bidder will sign the rent agreement for 25 years with the rooftop owners at a fixed tariff of | The quoted subsidy amount shall remain firm and fixed and shall be binding on the Successful Bidder. Tariff will be paid by the concern DISCOMS/Third Party to the Successful bidder for a minimum period of 25 years as per the mutually agreed terms and conditions of PPA. The successful bidder will sign the rent agreement for 25 years with the rooftop owners at a fixed rent of Rs 0.5/kWh. The terms and conditions(other than the conditions mentioned in the RFS document) of the PPA and rent agreement shall be |

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| | | Rs 0.5/kWh. The terms and conditions (other than the conditions mentioned in the RFS document) of the PPA and rent agreement shall be mutually decided by the Successful bidder and the other concerned party | mutually decided by the Successful bidder and the other concerned party |
| 13. | Clause 3.22.5, Subsidy Amount, Page No. 29 | The quoted subsidy on per kWh shall be specified on sanction letter of successful bidder for each state. The tariff and subsidy shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted by the SECI and incorporated into the sanction letter. | The quoted subsidy shall be specified on sanction letter of successful bidder for each state. The tariff and subsidy shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted by the SECI and incorporated into the sanction letter. |
| 14. | Clause 3.30, Page No. 31 of Section-I | The successful bidder shall be required to meet minimum guaranteed generation of 15% CUF. However, SECI shall pay subsidy up to 17% of annual CUF subject to cap of Rs. 29.50 lakhs/MW/year. The annual CUF shall in no case be less than 15%. Capacity Utilization Factor (CUF) of 15% should be maintained during the first 8 years of operation for release of total subsidy amount calculated on yearly basis. If generation is less than 15 % for the 1 st year and subsequent year, then Liquidated damages/penalty will be applicable for shortfall in energy generation as per Clause 8. If there is any excess generation beyond 17% of annual CUF, than SECI shall not pay any subsidy for excess generation. However, | The successful bidder shall be required to meet minimum guaranteed generation of 13% CUF. The annual CUF shall in no case be less than 13%. Minimum Capacity Utilization Factor (CUF) of 13% should be maintained during the first 5 years of operation & maintenance for release of PBG. If generation is less than 13 % for the 1 st year and subsequent year, then Liquidated damages/penalty will be applicable for shortfall in energy generation as per Clause 8. However, successful bidder and DISCOMs/Third party may mutually agree on their own terms and conditions for excess generation and minimum CUF over and above 13%. The bidder shall share the login id and password of the data logger for remote Monitoring of the SPV plant at SECI's end |

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| | | successful bidder and DISCOMs may mutually agreed on their own terms and conditions for excess generation and minimum CUF for the remaining period (9th year onwards) till the end of 25 years. The bidder shall share the login id and password of the data logger for remote Monitoring of the SPV plant at SECI's end and will send the periodic plant output details to SECI for ensuring the CUF. Bidder shall also share the details of actual energy generated & sold to the DISCOMs. In the absence of the actual generation data, SECI will have right to stop / cancel the disbursement of the subsidy. | and will send the periodic plant output details to SECI for ensuring the CUF. Bidder shall also share the details of actual energy generated & sold to the DISCOMs/Third party. In the absence of the actual generation data, SECI will have right to stop / cancel the disbursement of the subsidy |
| 15. | Clause 6.2.1 b, Page No. 37 of Section-II | Since maximum subsidy available with SECI is Rs 2/kWh, so bids quoting above the maximum subsidy of Rs 2/kWh shall not be considered for evaluation and award. | Since maximum subsidy available with SECI is Rs 2 Crores/MW, so bids quoting above the maximum subsidy of Rs 2 Crores/MW shall not be considered for evaluation and award. |
| 16. | Clause 6.3.1.2.1, Clause 6.3.2.2.1 Page No. 38 &39 respectively of Section-II, The word. "Rs./kWh". | "Rs/kWh" | "Rs/MWp" |
| 17. | Clause 6.8.1, Page No. 42 of Section-II | SECI will provide total subsidy as quoted by the L1 Bidder in the Price Bid in Rs./kWh for that state as calculated on 6 months basis for actual energy sold (kWh) to concern DISCOMS. | SECI will provide total subsidy as quoted by the L1 Bidder in the Price Bid in Rs. Crores/MW. |
| 18. | Clause 6.8.2, Page No. 43 of Section-II | Total liability of SECI under this contract shall be limited to release of this total subsidy calculated as per 6.8.1 for a | Total liability of SECI under this contract shall be limited to release of total subsidy as per RFS terms and conditions. |

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| | | period of 8 years only with capping of 29.5 lakhs/MW/year. | |
| 19. | Clause 6.8.3, Page No. 43 of Section-II | <p>The subsidy will be disbursed as follows.</p> <p>a) Subsidy shall be released on half yearly basis upto the period of 8 years.</p> <p>Eg. the first instalment shall be released after 6 months from the date of Commissioning of project.</p> <p>b) Subsidy shall be released to successful bidders on receipt of Joint meter reading certified from concern DISCOMS for total energy sold on monthly basis.</p> <p>c) Minimum generation of 15 % CUF should be maintained by the successful bidders during first eight years of operation. If generation is less than 15 % for this period then Liquidated damages will be applicable for shortfall in energy generation as per clause 8 and shall be adjusted while making subsequent payments to the bidder. Even if any payment is due, that will be adjusted from the PBG.</p> <p>d) SECI shall pay the subsidy calculated on 6 months basis without incurring any liability for delayed payment.</p> | <p>The subsidy will be disbursed as follows.</p> <p>a) 50 % of the Subsidy shall be released on successful commissioning.</p> <p>Eg. the first instalment shall be released after Commissioning and inspection of project</p> <p>b) 25% of the Subsidy shall be released after completion of one year of O&M.</p> <p>c) Remaining 25 % Subsidy shall be released after 2nd year of successful O&M w.e.f. date of commissioning to successful bidder on receipt of Joint meter reading certified from concern DISCOMS and /or warehouse owners for total energy generated & supplied on monthly basis. NOC from DISCOM shall also be precondition for release of 3rd tranche of subsidy.</p> <p>If there is any captive consumption in the warehouses, the warehouse/rooftop owner will be paying for the energy consumed to successful bidder on mutually agreed terms & conditions. In any case, SECI shall neither</p> |

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| | | <p>SECI shall only provide subsidy for actual energy sold to concern DISCOM and certified by them. However, if there is any captive consumption in the warehouses, the warehouse/rooftop owner will be paying for the energy consumed to successful bidder on mutually agreed terms & conditions. In any case, SECI shall neither interfere in their business affairs nor shall be liable for extra claim by Successful Bidder or warehouse Owner. For the sake of calculation of subsidy amount, year will be considered as 12 months period w.e.f. from the date of commissioning.</p> | <p>interfere in their business affairs nor shall be liable for extra claim by Successful Bidder or warehouse Owner.</p> |
| 20. | <p>Clause 8.1, Page No. 45 of Section-II</p> | <p>SECI will issue the sanction letter(s) for the Project (s) indicating the L1 subsidy in Rs. per kWh quoted/matched by successful bidder, which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the project identification (agreement with warehouse, PPA with concern DISCOM), design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 12 months from the date of issue of allocation letter.</p> | <p>SECI will issue the sanction letter(s) for the Project (s) indicating the L1 subsidy in Rs. Crores per MW quoted/matched by successful bidder, which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the project identification (agreement with warehouse, PPA with concern DISCOM/Third party), design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 12 months from the date of issue of allocation letter</p> |

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| 21. | Clause 8.1.2, Page No. 45 of Section-II | <p>During the first 8 years period of operation after commissioning date, if there is any shortfall in minimum guaranteed generation as per clause 3.30 then penalty will be applicable for the project and will be levied as per example below:</p> <p>Example: If 1 MW plant having the CUF of 14% during 2 year of operation then penalty will be levied as given below; = {Minimum 15% CUF required to meet in (kWh/year)} – {Total Energy Generation from Solar PV plant} X Rs 0.5 /kWh = (1314000 kWh – 1226400 kWh) X Rs. 0.5 / kWh = Rs. 43, 800.0</p> | <p>During the first 5 years period of operation after commissioning date, if there is any shortfall in minimum guaranteed generation as per clause 3.30 then penalty will be applicable for the project and will be levied and shall be recovered from PBG as per example below:</p> <p>Example: If 1 MW plant having the CUF of 12% during 2 year of operation then penalty will be levied as given below; = {Minimum 13% CUF required to meet in (kWh/year)} – {Total Energy Generation from Solar PV plant} X Rs 0.5 /kWh</p> <p>= (1226400 kWh- 1051200 kWh) X Rs. 0.5 / kWh = Rs. 87,600/-</p> |
| 22. | Clause 34, Page No. 61 of Section-III | <p>The bidder has to display a board at the project site mentioning the following:</p> <ul style="list-style-type: none"> i. Plant Name, Capacity, Location ii. Financial Assistance from SECI/MNRE | <p>The bidder has to display a board at the project site mentioning the following:</p> <ul style="list-style-type: none"> i) Plant Name, Capacity, Location, Type of Renewable Energy plant (Like solar wind etc.), Date of commissioning, details of tie-up with transmission and distribution companies, Power generation and Export FY wise. ii) Financial Assistance details from SECI/MNRE/Any other financial institution apart from loan. This information shall not be limited to project site but also be |

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| | | | <p>displayed at site offices/head quarter offices of the successful bidder</p> <p>The size and type of board and display shall be approved by Engineer-in-charge before site inspection.</p> |
| 23. | Page No. 62 and 63 of Section-IV, the word (Rs./kWh) in the Format B and Format C | "Rs./kWh" | "Rs./MWp" |
| 24. | Page No. 62 and 63 of Section-IV, Sr No 1 of the Note in the Format B and Format C | The subsidy shall be calculated up to three decimal places. However in case of a tie it may be expanded to break the tie | The subsidy shall be considered up to two decimal places. Any figure beyond decimal place shall be ignored. In case of tie, capacity shall be distributed equally. |

| TENTATIVE LIST OF CWC ROOFS WITH AREA AVAILABLE HAVING METALLIC SHEET | | | | |
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| ROOFING | | | | |
| SL. No. | State | Centre | Area in Sqm | Remarks |
| | Andhra Pradesh | | | |
| 1. | | Anakapally | 6000 | High wind zone area |
| | Assam | | | |
| 2. | | Sorbhog | 4300 | |
| 3. | | Jorhat | 5000 | |
| | Bihar | | | |
| 4. | | Bettiah | 5000 | |
| 5. | | Munger | 6000 | |
| | Chhattisgarh | | | |
| 6. | | Dhamtari | 6000 | Under construction |
| | Delhi | | | |
| 7. | | Patparganj | 16000 | |
| | Gujarat | | | |
| 8. | | Kandla | 12000 | High wind zone area |
| 9. | | Surat-I | 2500 | |
| 10. | | Shahalam | 6200 | Under construction |
| | Haryana | | | |
| 11. | | Charkhi Dadri | 2800 | |
| 12. | | Naraingarh | 12000 | |
| 13. | | Kundli | 3000 | |
| | Kerala | | | |
| 14. | | Kunnamthanam | 6000 | |
| 15. | | Trivandrum | 5400 | |
| | Karnataka | | | |
| 16. | | Bidar | 6000 | |
| 17. | | Dharwad | 6000 | |
| 18. | | Gadag | 6000 | |
| | Madhya Pradesh | | | |
| 19. | | Maksi | 2000 | |
| 20. | | Morena-II | 6000 | |
| | Maharashtra | | | |

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| 21. | | CFS D' Node & Distri Park, Navi Mumbai | 33000 | |
| | Odisha | | | |
| 22. | | Jatni | 9000 | High wind zone area |
| | Punjab | | | |
| 23. | | Abohar-I | 6000 | |
| 24. | | Garhshankar | 6000 | |
| | Rajasthan | | | |
| 25. | | Hanumangarh-II | 6000 | |
| 26. | | Bharatpur | 3000 | |
| 27. | | Kotputli | 3000 | |
| | Telangana | | | |
| 28. | | Gadwal | 6000 | |
