

No. 283/163/2017-GRID SOLAR
Government of India
Ministry of New & Renewable Energy

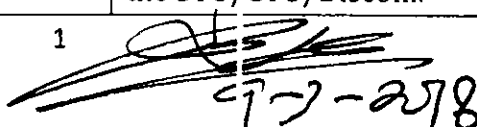
Block NO. 14, CGO Complex,
Lodi Road, New Delhi-110 003,
Dated: 9th March, 2018

CORRIGENDUM


Subject: Amendment in the Guidelines for implementation of a scheme for setting- up of over 2000 MW Grid-Connected Solar PV Power Projects with Viability Gap Funding (VGF) under Batch-III of Phase II of the JNNSM - reg.

This has reference to the Guidelines for Implementation of a scheme for setting up of over 2000 MW Grid-connected SPV power projects under Batch-III of JNNSM Phase-II, issued vide this Ministry's O.M. of number 32/2/2014-15/GSP dated 04.08.2015. The Guideline is amended as follows:

Para/ Clause No.	Existing Provision	Amended Provision
3.13	<p><u>Financial Closure/ Project Financing Arrangements:</u></p> <p>3.13.1 : For projects located in Solar Parks: The Project Developer shall report tie-up of Financing Arrangements for the projects within 7 months from the date of signing Power Purchase Agreement. At this stage, the Project Developer would furnish within the aforesaid period the necessary documents to establish that the required land for project development is in clear possession of the Project Developer (minimum 1.5 ha per MW) and the requisite technical criterion have been fulfilled. The Project Developer would also need to specify their plan for meeting the requirement for domestic content.</p> <p>3.13.2: For projects located outside Solar Parks: In addition to the requirements mentioned at Clause 3.13.1, the SPD shall be required to submit the transmission/connectivity agreement with the STU/CTU/Discom.</p>	<p><u>Financial Closure/ Project Financing Arrangements:</u></p> <p>(No amendment)</p> <p>3.13.1 : For projects located in Solar Parks: The Project Developer shall report tie-up of Financing Arrangements for the projects within 7 months from the date of signing Power Purchase Agreement. At this stage, the Project Developer would furnish within the aforesaid period the necessary documents to establish that the required land for project development is in clear possession of the Project Developer (minimum 1.5 ha per MW) and the requisite technical criterion have been fulfilled. The Project Developer would also need to specify their plan for meeting the requirement for domestic content.</p> <p>(No amendment)</p> <p>3.13.2: For projects located outside Solar Parks: In addition to the requirements mentioned at Clause 3.13.1, the SPD shall be required to submit the transmission/connectivity agreement with the STU/CTU/Discom.</p>

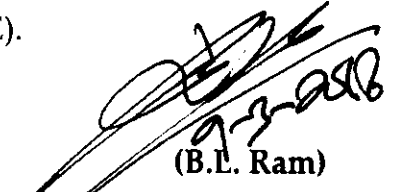

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<p>3.13.3: In case of delay in achieving above condition as may be applicable, SECI shall en-cash Performance Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is on account of delay in allotment of land in Solar Park or by Government or delay in transmission line or Force Majeure. An extension can however be considered, on the sole request of SPD on payment of Rs. 10,000/- per day per MW. This amount will go into the Payment Security Fund. This extension will not have any impact on the Scheduled Commissioning Date.</p>	<p>(New para 3.13.2 (A) added) 3.13.2 (A): For the conditions of land and transmission/connectivity mentioned at Clause 3.13.1 & 3.13.2 following clarification are hereby given.</p> <p>3.13.2 (A) (i): For fulfilling the requirement w.r.t. land (i.e. minimum 1.5 Ha per MW) & connectivity, SPDs may be allowed to develop the project in the land owned and having transmission/connectivity agreement by its 100% subsidiary /fully owned subsidiary for the purpose of Financial Closure.</p> <p>3.13.2 (A) (ii): In such cases the process of transfer/merger/ amalgamation shall be considered as completed on the Appointed Date under the approved Merger/Amalgamation Scheme or such other date as may be directed by the National Company Tribunal (NCLT) / Governmental Authority as the case may be, from which date the "Undertaking" (including Land & Connectivity) of the Transferor Company defined under Merger/Amalgamation Scheme approved by NCLT/Government Authority shall stand transferred to or vested in the Transferee Company. If this date is before the scheduled date of FC of SPD/solar project then it would be deemed to have got its FC before the due date</p> <p>(No amendments) 3.13.3 : In case of delay in achieving above condition as may be applicable, SECI shall en-cash Performance Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is on account of delay in allotment of land in Solar Park or by Government or delay in transmission line or Force Majeure. An extension can however be considered, on the sole request of SPD on payment of Rs. 10,000/- per day per MW. This amount will go into the Payment Security Fund. This extension will not have any impact on the Scheduled Commissioning Date.</p>
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2. It is clarified that SECI will directly deal cases of solar power project(s) affected by this clause, if any, as per the principle of this amendment.

3. This issues with the approval of Hon'ble Minister (Power & NRE).



(B.L. Ram)
Advisor (Solar Power)

Copy to:

1) PS to Hon'ble Minister (Power & NRE)

2) PPS to Secretary, MNRE

3) PPS to Additional Secretary, MNRE

4) PS to JS & FA, MNRE

5) Managing Director, Solar Energy Corporation of India (SECI)

✓ 6) Director, NIC Cell, MNRE (With a request to up-load the corrigendum on the web-site of MNRE).