

**SOLAR ENERGY CORPORATION OF INDIA LIMITED**  
**NEW DELHI**

Ref No. SECI/C&P/IPP/11/0009/22-23/Amendment-01

Date 19.06.2023

<b>Amendment-01 to RfS for Selection of Solar Power Developers for Setting up of 2000 MW ISTS-connected Solar PV Projects in India under Tariff-Based Competitive Bidding (ISTS-XI)</b>			
<b>RfS No. SECI/C&amp;P/IPP/11/0009/22-23 dated 31.03.2023</b>			
<b>Sr. No.</b>	<b>Clause/ Article No.</b>	<b>Existing Clause/Article</b>	<b>Amended Clause/Article</b>
<b>Amendments in the RfS document</b>			
1.	7.2	<b>Addendum to the Clause</b>	However, in case the Bidder has already been granted connectivity at an ISTS substation other than those from the above list, the same shall be allowed under this RfS. In this case, the Bidder shall be required to submit the proof of connectivity granted at the Substation identified in the Covering Letter, along with Format 7.1 of the RfS.
2.	7.2.i	Bids containing substations other than those from the above list will be rejected.	Not used.
3.	7.12	The SPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days of issuance of LoAs, and shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application. ...	The SPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days from the Effective Date of PPA, and shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application. ...
4.	9.2.e	..., any delay in adoption of tariff by the Appropriate Commission beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in Scheduled Commissioning Date.	..., any delay in adoption of tariff by the Appropriate Commission beyond 60 (sixty) days after the submission of application, shall entail a corresponding extension in Scheduled Commissioning Date.
5.	10	... case-to-case basis. On account of delay in Grid Access operationalization, in case of any extension in SCD beyond 30.06.2025, necessary approval will be granted by MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&R dated 30.11.2021, and subsequent amendments/clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard. The provisions of PPA and PSA in regard to	... case-to-case basis. Further, in case of delay in Project commissioning on account of reasons solely attributable to the SPD, resulting in any liquidated damages/penalty levied on the Buying Entity including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the SPD.

		liability of the Buying Entity to pay the ISTS charges and losses shall stand modified by such exemption/waiver provided as per the above Order/Office Memoranda and regulations issued by CERC, as applicable. Further, in case of delay in Project commissioning on account of reasons solely attributable to the SPD, resulting in any liquidated damages/penalty levied on the Buying Entity under the GNA Regulations, such damages/penalty shall be passed on to the SPD.	
6.	14	... Bay construction at ISTS substation shall not be under the scope of the SPD, as per the existing provisions of CERC.	... Bay construction at ISTS substation shall be as per the applicable regulations.
7.	20.1	.....The PPA shall be signed within 90 days from the date of issue of Letter of Award (LoA), if not extended by SECI. <i>(for e.g. If the LoA is dated 07-08-2024, then the last date of signing of PPA shall be 05-11-2024)</i> . PPA will be.....	.....The PPA will be signed within 90 days from the date of issue of Letter of Award (LoA) or any other date as decided by SECI from time to time. PPA will be....
8.	20.2	... Delays in meeting the project execution timeline on account of changes in the project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder. The PPA(s) ...	... Delays in meeting the project execution timeline on account of changes in the project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder. In case of change in Project location, extension requests under Clause 10 shall be dealt by SECI on case-to-case basis. The PPA(s) ...
9.	20.5	... Effective Date of the PPA shall be the date as on 90 days from the date of issue of LoA, or the date of signing of PPA, whichever is later (for example, if the date of LoA is 07.08.2024, the Effective Date will be 05.11.2024 or date of signing of PPA, whichever is later). Subsequent to expiry of the 90-day period after the issuance of LoA, in case SECI intimates to the Successful Bidder, a particular date as the date for signing of PPA, the specified date shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.	... Effective Date of the PPA shall be the date as on 90 days from the date of issue of LoA. Subsequent to expiry of the 90-day period after the issuance of LoA, in case SECI intimates to the Successful Bidder, a particular date as the date for signing of PPA, the specified date shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.
10.	21.1	... Any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred and twenty) days after Effective Date	... Any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days after the submission of application, shall

		of the PPA, shall entail a corresponding extension in financial closure.	entail a corresponding extension in financial closure.
11.	37.1.i.	The Net Worth of the Bidder should be equal to or greater than <b>INR 1.158 Crore per MW</b> (Rs. 1,15,80,000/MW) of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2020-21 or as on the day at least 7 days prior to the bid submission deadline.	The Net Worth of the Bidder should be equal to or greater than <b>INR 1.158 Crore per MW</b> (Rs. 1,15,80,000/MW) of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2021-22 or as on the day at least 7 days prior to the bid submission deadline.
12.	42.2.d	... Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. ...	... <u>Highest</u> rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. ...
13.	44.19	<b>Modified as follows:</b>  “EFFECTIVE DATE” shall be the date as per Clause 20 of the RfS.	
14.	Format-7.11	<b>PRELIMINARY ESTIMATE OF COST OF SOLAR POWER PROJECT</b> Format number shall be read as Format-7.12.	
15.	Annexure -D	Annexure-D to the RfS uploaded on 21.04.2023 replaces the Annexure-D in the RfS dated 31.03.2023.	
Amendments in the PPA document			
1.	Recital A	The Government of India has announced the Policy for promotion of the Solar Power in the country and has provided a target to achieve an aggregate installed capacity of 100 GW by the year 2022.	The Government of India has announced India’s Climate action plan, which has, inter-alia, provided a target to achieve 500 GW non-fossil energy capacity by 2030.
2.	2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of the PPA, SECI shall obtain adoption of tariff from CERC/SERC, ...	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 60 days of submission of application, SECI shall obtain adoption of tariff from CERC/SERC, ...
3.	3.2.3	... Further, any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred twenty days) days after the Effective Date of this Agreement, shall entail a corresponding extension in the deadline as stipulated in Article 3.1.	... Further, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days after the submission of application, shall entail a corresponding extension in the deadline as stipulated in Article 3.1.
4.	4.5.2	... Further, any delay in adoption of tariff by the Appropriate Commission, beyond 120 days of Effective Date after this Agreement, shall entail a corresponding extension in Scheduled Commissioning Date. ...	... Further, any delay in adoption of tariff by the Appropriate Commission, beyond 60 days of submission of application, shall entail a corresponding extension in Scheduled Commissioning Date. ...
5.	12.1.1	In this Article 12, the term “Change in Law” shall refer to the occurrence of any of the	In this Article 12, the term “Change in Law” shall refer to the occurrence of any of the

		following events pertaining to this project only after [Insert last date of bid submission] including any enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in tariff, and includes-	following events pertaining to this Project only after [Insert the date of e-Reverse Auction (e-RA)], including any enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in tariff, and includes-
6.	12.2.1	On the occurrence of a change in law, the monthly tariff or charges shall be adjusted and be recovered in accordance with these rules to compensate the affected party so as to restore such affected party to the same economic position as if such change in law had not occurred.	On the occurrence of a change in law, the monthly tariff or charges shall be adjusted and be recovered in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by the Ministry of Power on 22.10.2021 (and subsequent amendments, if any) to compensate the affected party so as to restore such affected party to the same economic position as if such change in law had not occurred.
7.	12.2.8	After the adjustment of the amount of the impact in the monthly tariff or charges under clause 12.2.7, the SPD, as the case may be, shall adjust the monthly tariff ...	After the adjustment of the amount of the impact in the monthly tariff or charges under clause 12.2.7, the SPD, shall adjust the monthly tariff ...
<b>Amendments in the PSA document</b>			
1.	Recital A	The Government of India has announced the Policy for promotion of the Solar Power in the country and has provided a target to achieve an aggregate installed capacity of 100 GW by the year 2022.	The Government of India has announced India's Climate action plan, which has, inter-alia, provided a target to achieve 500 GW non-fossil energy capacity by 2030.
2.	Recital II	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either Party against the other under this Agreement shall be that, within 120 days after the Effective Date of the PPA, ...	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either Party against the other under this Agreement shall be that, within 60 days of submission of application
3.	1.1	The Tariff applicable for the sale of Solar Power by SECI to the Buying Entity under this Agreement shall be the Tariff as applicable for payment by SECI to SPD under the terms of the Power Purchase Agreement between SECI and the SPD (Individual SPDs tariff as per schedule B) fixed for entire term of agreement at delivery point, or the Tariff as determined under the Electricity (Amendment) Rules, 2022 issued by Ministry of Power vide Gazette Resolution dated 29.12.2022, including applicable procedure/rules issued thereof, and in addition thereto a trading margin of Seven	The Tariff applicable for the sale of Solar Power by SECI to the Buying Entity under this Agreement shall be the Tariff as determined under the Electricity (Amendment) Rules, 2022 issued by Ministry of Power vide Gazette Resolution dated 29.12.2022, including applicable procedure/rules issued thereof, and in addition thereto a trading margin of Seven (7) paisa/kWh shall be payable by the Buying Entity to SECI which SECI shall be entitled to appropriate as its income.

		(7) paisa/kWh shall be payable by the Buying Entity to SECI which SECI shall be entitled to appropriate as its income.	
--	--	--	--