

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/13/0005/23-24/Amendment-02

Date 04.01.2024

Amendment-02 to RfS for Selection of RE Power Developers for Supply of 1500 MW Firm and Dispatchable Power from ISTS-Connected Renewable Energy (RE) Power Projects in India under Tariff-Based Competitive Bidding (SECI-FDRE-II)			
RfS No. SECI/C&P/IPP/13/0005/23-24 dated 31.07.2023			
S. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	6.3	The RPDs are free to change the Project location and/or Delivery Point until the SCSD/extended SCSD of the Project. The above change ...	The RPDs are free to change the Project location and/or Delivery Point up to the deadline for Financial Closure as per Clause 22. The above change ...
2.	7.5	Addendum to the Clause It is, however, clarified that selection of Delivery Point by the Bidder at the time of bid submission will not be evaluated with respect to the SCSD of the Project as per the PPA.	
3.	8.1.f	... The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.	... The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements outside the PPA as per extant regulations, towards meeting the supply conditions stipulated in the RfS/PPA. It is hereby clarified that sourcing of 5% energy from green market sources/bilateral agreements, as indicated in the Clause, refers to 5% of the total annual energy as required to be supplied in line with the demand profile of the Buying Entity.
4.	8.3	... @1.5 times of extant market rate/kWh (reference rate being the highest of the applicable rates in the Green-Day Ahead Market (G-DAM) of all the Power Exchanges operating in India on that day) for the quantum of such sale). @1.5 times of extant market rate/kWh (reference rate being the highest of the applicable rates in the DAM/ G-DAM/ RTM of all the Power Exchanges operating in India on that day) for the quantum of such sale. ...
5.	9.1	... Further, in case of part commencement of supply of power, the demand profile to be met by the RPD shall be proportionately reduced and any power being supplied over and above the modified demand profile shall be treated as excess power under the	... Further, in case of part commencement of supply of power, the demand profile to be met by the RPD shall be proportionately reduced and any power being supplied over and above the modified demand profile shall be treated as excess power under the respective RfS/PPA provisions.

		respective RfS/PPA provisions. ...	As the RPD commences supply of power in various parts, the demand profile to be met shall increase proportionately until the commencement of power supply from full Contracted Capacity/capacity finally accepted under the PPA is reached. ...
6.	18.1	... It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 21 months after the SCSD. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 6 months subsequent to SCSD/extended SCSD of the Project. The PBG shall be returned to the RPD within 45 days of successful commencement of power supply and accounting for the penalty in case of delay in commencement in supply, if any, subject to the condition that the RPD shall submit a fresh BG equivalent to the PBG amount with validity upto the date as on one year from the date of commencement of supply from first part capacity of the Project. Alternatively, the RPD may also authorize SECI to retain the originally submitted PBG until the above deadline, thereby suitably extending the validity of the PBG. ...
Amendments in the PPA document			
1.	3.1.2	... Also, any change in Delivery Point is allowed upto SCSD/extended SCSD. Also, any change in Delivery Point is allowed upto the deadline for Financial Closure as per Article 3.4 of the PPA. ...
2.	4.2.6	Addendum to the Article: In case of delay in commencement of power supply by the RPD even after the operationalization of GNA obtained by the Buying Entity, RPD shall be liable to pay the applicable CTU/CTU transmission charges.	
3.	4.4.4	... The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/other bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.	... The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/other bilateral agreements outside the PPA as per extant regulations, towards meeting the supply conditions stipulated in the RfS/PPA. It is hereby clarified that sourcing of 5% energy from green market sources/bilateral agreements,

			as indicated in the Clause, refers to 5% of the total annual energy as required to be supplied in line with the demand profile of the Buying Entity.
4.	4.4.7	... @1.5 times of extant market rate/kWh (reference rate being the highest of the applicable rates in the Green-Day Ahead Market (G-DAM) of all the Power Exchanges operating in India on that day) for the quantum of such sale. @1.5 times of extant market rate/kWh (reference rate being the highest of the applicable rates in the DAM/ G-DAM/ RTM of all the Power Exchanges operating in India on that day) for the quantum of such sale. ...
5.	5.7	Addendum to the Article: As the RPD commences supply of power in various parts, the demand profile to be met shall increase proportionately until the commencement of power supply from full Contracted Capacity/ capacity finally accepted under the PPA is reached.	
6.	13.5	If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, termination of this Agreement shall be caused solely at the discretion of SECI and there shall not be any liability (to SECI) arising out of such termination. ...	If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, termination of this Agreement shall be caused solely at the discretion of SECI after obtaining consent of Buying Entity and there shall not be any liability (to SECI/Buying Entity) arising out of such termination.
Amendments in the PSA document			
1.	3.3	If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.5.3 of the PPA; termination of the PPA shall be caused solely at the discretion of SECI. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.	If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.5.3 of the PPA; termination of the PPA shall be caused solely at the discretion of SECI after obtaining consent of Buying Entity. In this case, SECI shall intimate the Buying Entity and the Buying Entity shall provide its response within 30 days, unless extended by SECI. In the absence of any response from the Buying Entity within this period, the Buying Entity will be deemed to have given its consent to SECI's decision in this regard. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.