

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/11/0014/24-25/Amendment-01

Date 17.10.2024

Amendment-01 to RfS for Selection of Solar Power Developers for Setting up of 1000 MW ISTS-Connected Solar PV Power Projects in India under Tariff-Based Competitive Bidding (SECI-ISTS-XVIII)			
RfS No. SECI/C&P/IPP/11/0014/24-25 dated 12.09.2024			
S. No.	Clause/Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	1.6	<p>... It is clarified that the Bidders who have already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or with any State-owned Distribution Company (DISCOM) as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective Project(s). Further, the Projects, which are under litigation as on the bid submission deadline, are also not allowed to be offered under this RfS. In case, it is found at any stage of bid evaluation/ Project implementation that the bidder has participated in this tender after suo-moto termination of any tied-up PPA then the submitted bid/awarded capacity shall be liable for termination by SECI.</p>	<p>... It is clarified that the Bidders who have already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or with any State-owned Distribution Company (DISCOM) as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective Project(s).</p> <p>If a Bidder participates in this RfS after termination of its existing PPA with any other entity, it shall have been terminated prior to the date of issuance of this RfS, i.e. 12.09.2024, and in this case, there should not be any stay order on termination pending in any Court/Regulatory Commission as on the bid submission deadline. In this case, if during the operation of the Project the result of any litigation is issued against the SPD, then it will be the responsibility of the SPD to arrange the supply of solar power under the same terms and conditions as per the RfS and PPA and the failure to supply the same shall be an event of default of SPD as per the PPA.</p> <p>A Bidder is not allowed to participate in this RfS after termination of its existing PPA with any other entity after the issuance of this RfS, i.e. 12.09.2024. In this case, if it is found at any stage of bid evaluation/ Project implementation that the Bidder has participated in this tender after termination of its existing PPA, then the submitted bid/awarded capacity shall be liable</p>

			for termination by SECI and the EMD/PBG (as applicable) submitted by the bidder/ SPD shall be encashed. If this event occurs during the operation of the Project, then the same shall be an event of default of SPD as per the PPA. Other than the actions specified above, on account of submission of false information, the Bidder/SPD may be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period as decided by SECI.
2.	6.3	The SPDs are not allowed to change the Project location and/or Delivery Point.	The SPDs are allowed to change the Project location and/or Delivery Point until SCSD. However, in case of change in Delivery Point of the Project, the SPD shall have an already granted connectivity with Start Date of Connectivity/ Operationalization of Connectivity on or before 30 th June, 2025 at the new Delivery Point.
3.	7.5	Bidders who have already been granted connectivity at any existing ISTS-substation with Start Date of Connectivity on or before 30th June, 2025 only are allowed to participate in this RfS. ...	Bidders who have already been granted connectivity at any existing ISTS-substation with Start Date of Connectivity/ Operationalization of Connectivity on or before 30th June, 2025 only are allowed to participate in this RfS. ...
4.	9.2.f	<p>New Clause:</p> <p>In case of already commissioned Projects, transmission charges/ISTS charges and charges towards connectivity beyond 25 years from the date of commissioning, if applicable on the power supplied from the Project up to the CTU-STU periphery of Buying Entity(ies) shall be borne by the SPD.</p>	
5.	35.2	<p>Addendum to the Clause:</p> <p>In line with MNRE's OM No. 283/16/2023-GRID SOLAR dated 10.03.2023, Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM.</p> <p>Further, in line with MNRE's OM No. 283/16/2023-GRID SOLAR dated 29.03.2024, Projects in which Solar PV modules have been procured before 31.03.2024 and were unable to get commissioned by 31.03.2024, will be exempted from the requirement of procuring Solar PV modules from ALMM subject to submission of necessary approval from MNRE in this regard.</p>	
6.	Format- 7.1 Clause 4	We hereby declare that the Project Capacity, for which the bid is being submitted by us has already been commissioned by us, and for the same, we have neither suo-moto terminated	A. We hereby declare that the capacity offered by us under this RfS has not been offered after termination of our existing PPA with any other entity subsequent to the date of

		any already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or State-owned Distribution Company (DISCOM) for participating in this RfS under Clause 1.6 of the RfS nor the Project offered by us under this RfS is under litigation. (applicable only in case of already commissioned Projects) (Strike out if not applicable)	<p>issuance of the RfS, i.e. 12.09.2024. In case the above statement is found incorrect at any stage, the consequences as per Clause 1.6 shall be applicable.</p> <p>B. We further declare that:</p> <p>(i) the Project Capacity, for which the bid is being submitted by us has already been commissioned by us, and for the same, we have neither suo-moto terminated any already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or State-owned Distribution Company (DISCOM) for participating in this RfS under Clause 1.6 of the RfS. <i>(Strike out if not applicable)</i></p> <p>(ii) the Project Capacity offered by us under this RfS has been terminated prior to the date of issuance of this RfS, i.e. 12.09.2024, and there is no stay order on termination pending in any Court/Regulatory Commission as on the bid submission deadline. <i>(Strike out if not applicable)</i></p>
Amendments in the PPA document			
1.	3.1.2	... The SPD is not allowed to change the Project location and/or Delivery Point.	The SPD is allowed to change the Project location and/or Delivery Point until SCSD. However, in case of change in Delivery Point of the Project, the SPD shall have an already granted connectivity with Start Date of Connectivity/ Operationalization of Connectivity on or before 30 th June, 2025 at the new Delivery Point.
2.	4.1.1.(I)	<p>Addendum to the Article:</p> <p>In line with MNRE's OM No. 283/16/2023-GRID SOLAR dated 10.03.2023, Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM.</p> <p>Further, in line with MNRE's OM No. 283/16/2023-GRID SOLAR dated 29.03.2024, Projects in which Solar PV modules have been procured before 31.03.2024 and was unable to get commissioned by 31.03.2024, will be exempted from the requirement of procuring Solar PV modules from ALMM subject to submission of necessary approval from MNRE in this regard.</p>	

3.	4.2.6	Addendum to the Article: In case of already commissioned Projects, transmission charges/ISTS charges and charges towards connectivity beyond 25 years from the date of commissioning, if applicable on the power supplied from the Project up to the CTU-STU periphery of Buying Entity(ies) shall be borne by the SPD.	
4.	12.2.13	New Article: It is the responsibility of the SPD to arrange and maintain Land, connectivity, supply of minimum energy as per Article 4.4.1, for the complete Term of this Agreement. No claim in this regard shall arise on SECI/ Buying Entity if any additional cost is incurred by the SPD on account of repowering of the Project, upgrading of technology, and making arrangements for land and connectivity.	
5.	13.1.1.(i)	the failure to commence supply of power to SECI up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue supply of annual energy corresponding to the minimum CUF power to SECI after the commencement of supply of power, for any Contract Year (except for the first and final Contract Years), throughout the term of this Agreement, or if ...	the failure to commence supply of power to SECI up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue supply of annual energy corresponding to the minimum CUF power to SECI after the commencement of supply of power, for any Contract Year (except for the first and final Contract Years), throughout the term of this Agreement, or in case of non-supply of solar power under the same terms and conditions as per the RfS and PPA on account of issuance of result of any litigation against the SPD during the operation of the Project, or if during the operation of the Project it is found that the SPD has participated in the RfS after termination of its PPA with any other entity after the issuance of the RfS, or if ...