

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/11/0024/24-25/Amendment-01

Date: 10.03.2025

Amendment-01 to RfS for Selection of Solar Power Developers for Setting up of 500 MW ISTS-connected Solar PV Power Projects in India (SECI-ISTS-XIX)			
RfS No. SECI/C&P/IPP/11/0024/24-25 dated 13.02.2025			
S. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	17.9	... The PBG of SPDs shall be returned to them, immediately after successful commencement of supply of power from the full Project Capacity/capacity finally accepted by SECI, as per Terms of PPA, after taking into account any penalties due to delays in commencement of power supply beyond the SCSD as per Clause 9 and 10 of the RfS.	... The PBG of SPDs shall be returned to them, within 45 days of successful commencement of supply of power from the full Project Capacity/capacity finally accepted by SECI, as per Terms of PPA, after taking into account any penalties due to delays in commencement of power supply beyond the SCSD as per Clause 9 and 10 of the RfS. In case of part-commencement of supply of power, PBG corresponding to such part capacity shall be released within 45 days of the actual commencement of supply of power from such part-capacity.
2.	35.4	New Clause: SPD shall install and maintain GPS enabled Automatic Weather Station (AWS) as per the technical specifications and standards specified by relevant Central Government Agency. Availability of the data from such AWS shall be ensured as specified by the appropriate Load Dispatch Centre and other Central Government agencies in accordance with the provisions of Indian Electricity Grid Code and instructions from the appropriate Load Dispatch Centre from time to time.	
3.	35.5	New Clause: SPD shall comply with applicable cyber security regulations, directives, and guidelines issued by the Central Government Authorities dealing with cyber security.	
4.	42.4	In case of delay in signing of PPA by SECI beyond the date as on 6 months subsequent to issuance of LoAs, or any further date as mutually decided by the Successful Bidder and SECI, the Successful Bidder may choose to exit from this tender. Accordingly, the LoA issued to the respective Bidder shall stand cancelled, and the EMD submitted by such Bidder shall be returned by SECI. In case of extension of the above PPA signing date by mutual agreement, the minimum extension in the signing date shall	In case of delay in signing of PPA by SECI beyond the date as on 12 months subsequent to issuance of LoAs, the LoA shall stand cancelled and the EMD submitted by such Bidder shall be returned by SECI.

		be 3 months subsequent to the above deadline.	
Amendments in PPA document			
1.	3.3.1	Subject to Article 3.2, SECI shall return / release the Performance Bank Guarantee/ Payment on Order Instrument within 30 days after the successful commencement of Power supply from the Project after taking into account any penalties due to delays in commencement of power supply beyond SCSD as per provisions stipulated in this Agreement. PBG may be returned on pro-rata basis subsequent to commencement of supply from part-capacity of the Project, based on the request by the SPD.	Subject to Article 3.2, SECI shall return / release the Performance Bank Guarantee/ Payment on Order Instrument/ Insurance Surety Bond within 45 days after the successful commencement of Power supply from the Project after taking into account any penalties due to delays in commencement of power supply beyond SCSD as per provisions stipulated in this Agreement. In case of part-commencement of supply of power, PBG corresponding to such part capacity shall be released within 45 days of the actual commencement of supply of power from such part-capacity.
2.	4.1.1.p	New Article: SPD shall comply with applicable cyber security regulations, directives, and guidelines issued by the Central Government Authorities dealing with cyber security.	
3.	7.2.1	Addendum to the Article: SPD shall also install and maintain GPS enabled Automatic Weather Station (AWS) as per the technical specifications and standards specified by relevant Central Government Agency. Availability of the data from such AWS shall be ensured as specified by the appropriate Load Dispatch Centre and other Central Government agencies in accordance with the provisions of Indian Electricity Grid Code and instructions from the appropriate Load Dispatch Centre from time to time.	
4.	12.1.1	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 ____ [Enter the date of e-Reverse Auction (e-RA) conducted under the referred RfS], ...	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 ____ [Enter the date as on 7 days prior to the last date of bid submission of the referred RfS], ...
5.	13.1.1.(i)	... failure to continue supply of annual energy corresponding to the minimum CUF power to SECI after the commencement of supply of power, failure to continue supply of annual energy corresponding to the minimum CUF for 2 consecutive years to SECI after the commencement of supply of power, ...
6.	13.3.5	... and Article 4.4.1 for failure to supply power in terms of the PPA. For other cases, the SPD shall be liable to pay to Buying Entity(ies), damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of tariff for its Contracted Capacity, corresponding to the committed annual CUF. and Article 4.4.1 for failure to supply power in terms of the PPA. SPD’s min. annual CUF obligation shall be reduced to the average of actual CUF for the 2 default years and the SPD shall be liable to pay to Buying Entity(ies), lump-sum damages, equivalent to 24 (twenty-four) months or balance PPA period, whichever is less, of the tariff, for the

			<p>reduction in min. annual CUF obligation. Provided that in this case if the SPD fails to pay the lump-sum damages, then, such failure of the SPD shall be treated as an event of default of SPD and the PPA shall be terminated. In the event of termination of PPA in such cases and for other cases, the SPD shall be liable to pay to Buying Entity(ies), damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of tariff for its Contracted Capacity, corresponding to the committed min. annual CUF. ...</p>
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