

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/15/0015/25-26/Amendment-01

Date 23.01.2026

Amendment-01 to RfS for Setting up of Projects of 125 MW/ 500 MWh Standalone Battery Energy Storage Systems in Odisha under Tariff-Based Competitive Bidding with Viability Gap Funding supported through PSDF			
RfS No. SECI/C&P/IPP/15/0015/25-26 dated 18.12.2025			
S. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	3.7	Addendum to the Clause: The BESSD is required to comply with Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023, including subsequent amendments and clarifications issued thereof.	
2.	3.9	New Clause: All provisions of Make in India (MII) orders issued by the government must be complied with in the project(s) in compliance with Order no. No.48-15/21/2025 – NRE issued by Ministry of Power dated 24.12.2025, including subsequent amendments and clarifications issued thereof. Copy of the Order dated 24.12.2025 is enclosed as Annexure-IV. BESSD shall ensure a minimum local content of 20% of the total Project Cost in BESS procurement for the Project to be set up under this RfS. BESSD shall submit a certificate in this regard from statutory auditor/ cost auditor, certifying the percentage of local content. <u>The Bidders are required to submit an undertaking to this effect, as per Format-7.7A of the RfS as part of bid submission.</u>	
3.	6.2	... If the land area provided proves to be inadequate for the Project, the BESSD shall be responsible for acquiring additional land required, until commissioning of the first part capacity of the Project. If the land area provided proves to be inadequate for the Project, the BESSD shall be responsible for acquiring additional land required, until commissioning of Project. ...
4.	6.5.b	Shri Jitendra Kumar Sethi, DGM (EL) Mob-9438907362	Shri Jitendra Kumar Sethi, DGM (EL) Mob-9438907737
5.	6.5.b	Shri Gopal Charan Malik, DGM (EL) Mob-9438907362	Shri Gopal Charan Malik, DGM (EL) Mob-9438907659
6.	9	... In line with this regulation, the BESSD proposing the Project, or its part, for commissioning, shall give to GRIDCO, a preliminary notice not later than 60 days prior and advance notice not later than 30 days prior to the proposed commissioning date. In line with this regulation, the BESSD proposing the Project for commissioning, shall give to GRIDCO, a preliminary notice not later than 60 days prior and advance notice not later than 30 days prior to the proposed commissioning date. ...
7.	12.6	BESS Developer is required to submit a Bank Guarantee (BG) or Insurance Surety Bond (ISB) to GRIDCO of value equal to the VGF to be disbursed, prior to its release to BESSD by GRIDCO (i.e. BG/ISB shall be submitted in three parts as per the disbursement of VGF amount). ...	BESS Developer is required to submit a Bank Guarantee (BG) or Insurance Surety Bond (ISB) to GRIDCO of value equal to the VGF to be disbursed, prior to its release to BESSD by GRIDCO (i.e. BG/ISB may be submitted in two parts as per the disbursement of VGF amount). ...

8.	18.1	Earnest Money Deposit (EMD) of INR 9,00,000/ MW (Rupees Nine Lakhs only/MWh) ...	Earnest Money Deposit (EMD) of INR 9,00,000/ MW (Rupees Nine Lakhs only/MW) ...
9.	22.8	In case the Project is ready for part/full utilization of capacity but the BESPA has not been signed, No Objection Certificate (NOC) may be issued to BESSD (if sought by the BESSD) for third Party Sale of capacity from the Project until signing of BESPA. The NOC so granted shall be withdrawn by GRIDCO once the readiness of off-take of the capacity as per BESPA is intimated by GRIDCO with a notice period of 7 calendar days.	Deleted.
10.	25	... The 15-year tenure of BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall not be at the cost of GRIDCO under this scheme and developers will be free to make short-term sale to any organization or individual. GRIDCO may agree to buy this capacity as a trader if they find it viable outside this RfS. Declaration of COD will be governed by applicable Grid Code provisions, and in case of discrepancy between the procedure given in the RfS and that stipulated in the Grid Code, the provisions of Grid Code will prevail. SLDC and STU permission is to be obtained for charging, for testing, and for declaring COD.	<p>... The 15-year tenure of BESPA shall be as per the provisions of BESPA. Declaration of COD will be governed by applicable Grid Code provisions, and in case of discrepancy between the procedure given in the RfS and that stipulated in the Grid Code, the provisions of Grid Code will prevail. SLDC and STU permission is to be obtained for charging, for testing, and for declaring COD.</p> <p>For the purpose of testing of the BESS, the BESSD shall be required to arrange charging power for testing of the BESS from any source. In such case, the BESSD shall be permitted to sell the discharged energy to any third party or through a power exchange, for which SLDC/GRIDCO shall issue the necessary No Objection Certificate (NOC). Provided that, subsequent to declaration of commissioning, the BESSD shall not be permitted to utilize the BESS capacity for any other application other than the purpose envisaged under the BESPA.</p>
11.	46.18	<p>Modified as follows:</p> <p>“CONTRACT YEAR” shall mean a period of twelve (12) consecutive months commencing from the Effective Date of the BESPA and ending on the day immediately preceding the first anniversary of the Effective Date. Each subsequent Contract Year shall commence on the anniversary of the Effective Date and shall end on the day immediately preceding the next anniversary of the Effective Date, provided that:</p> <ol style="list-style-type: none"> in the Contract Year in which the Scheduled Commissioning Date occurs, the Contract Year shall end on the day immediately preceding the Scheduled Commissioning Date, and a new Contract Year shall commence from the Scheduled Commissioning Date and shall end on the day immediately preceding the next anniversary of the Scheduled Commissioning Date, and each subsequent Contract Year shall be of twelve (12) consecutive months commencing on such anniversary; and the last Contract Year of this Agreement shall end on the last day of the Term of this 	

		Agreement.
Amendments in the BESPAs document		
1.	1.1 “Contract Year”	<p>Modified as follows:</p> <p>shall mean a period of twelve (12) consecutive months commencing from the Effective Date of the BESPAs and ending on the day immediately preceding the first anniversary of the Effective Date. Each subsequent Contract Year shall commence on the anniversary of the Effective Date and shall end on the day immediately preceding the next anniversary of the Effective Date, provided that:</p> <ol style="list-style-type: none"> in the Contract Year in which the Scheduled Commissioning Date occurs, the Contract Year shall end on the day immediately preceding the Scheduled Commissioning Date, and a new Contract Year shall commence from the Scheduled Commissioning Date and shall end on the day immediately preceding the next anniversary of the Scheduled Commissioning Date, and each subsequent Contract Year shall be of twelve (12) consecutive months commencing on such anniversary; and the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.
2.	4.1.1.(s)	<p>Addendum to the Article:</p> <p>The BESSD is required to comply with Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023, including subsequent amendments and clarifications issued thereof.</p>
3.	4.1.1.(x)	<p>New Article:</p> <p>BESSD shall ensure a minimum local content of 20% of the total Project Cost in BESS procurement for the Project to be set up under this RfS, in compliance with Order no. No.48-15/21/2025 – NRE issued by Ministry of Power dated 24.12.2025, including subsequent amendments and clarifications issued thereof. BESSD shall submit a certificate in this regard from statutory auditor/ cost auditor, certifying the percentage of local content.</p>
4.	4.7.1	<p>Addendum to the Article:</p> <p>For the purpose of testing of the BESS, the BESSD shall be required to arrange charging power for testing of the BESS from any source. In such case, the BESSD shall be permitted to sell the discharged energy to any third party or through a power exchange, for which SLDC/GRIDCO shall issue the necessary No Objection Certificate (NOC). Provided that, subsequent to declaration of commissioning, the BESSD shall not be permitted to utilize the BESS capacity for any other application other than the purpose envisaged under the BESPAs.</p>

UNDERTAKING FOR COMPLIANCE WITH O.M. No. 48-15/21/2025-NRE

(To be submitted separately for each Project on the letterhead of the Bidding Company/ Each member of Consortium)

Ref. No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/Member of Consortium)

Tel. #:

E-mail address#

To

(Enter address of SECI)

Sub: Response to the RfS No datedfor the tender for

Dear Sir/ Madam,

We, M/s [*Insert Name of the Bidder*] do hereby unequivocally and unconditionally certify that we have comprehensively reviewed and fully understood the requirements as per the OM No. 48-15/21/2025 - NRE dated 24.12.2025 issued by Ministry of Power, Government of India.

We further certify that we shall ensure compliance with the OM No. 48-15/21/2025 - NRE dated 24.12.2025, including subsequent amendments and clarifications thereto, and ensure a minimum local content of 20% of the total Project Cost in BESS procurement for the Project to be set up under this RfS.

We hereby undertake that a certificate from our statutory auditor/ cost auditor, certifying the percentage of local content, shall be submitted by us in accordance with the provisions of Clause 3.9 of the RfS. Further, we agree to furnish any information or documentation required to substantiate the above declarations to the satisfaction of GRIDCO, as and when requested.

We acknowledge and fully understand that any failure to comply with the requirements set forth in the OM dated 24.12.2025 shall render us liable for Non-Disbursement of VGF under PSDF Guidelines.

We confirm that we are not currently debarred or banned by any other procuring entity due to violation of the “Public Procurement (Preference to Make in India) Order, 2017” (PPP-MII Order) dated 15.06.2017, issued by the Department for Promotion of Industry and Internal Trade (DPIIT), including any subsequent amendments.

We further declare that the above statement is true & correct. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.

(Name and Signature of the Authorized Signatory with Seal/ Stamp of the Company)