

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

Ref No. SECI/C&P/IPP/13/0013/24-25/Amendment-02

Date: 06.11.2024

<b>Amendment-02 to RfS for Selection of RE Power Developers for assured Peak Supply of 8000 MWh (2000 MW x 4 Hrs.) from ISTS-Connected RE Projects in India, under Tariff-Based Competitive Bidding (SECI-FDRE-VI)</b>			
<b>RfS No. SECI/C&amp;P/IPP/13/0013/24-25 dated 12.09.2024</b>			
<b>S. 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.	6.3	... In this regard, any change in Delivery Point from the one mentioned in the Covering Letter at the time of bid submission shall be allowed only in case at the proposed revised Delivery Point, the Bidder already has operational connectivity for Solar PV Projects at the revised Delivery Point with Start Date of connectivity/ operationalization of connectivity on or prior to bid submission deadline or the Bidder uses the connectivity granted to connectivity grantee with Start Date of connectivity/ operationalization of connectivity on or prior to bid submission deadline along with submission of necessary documents as per Clause 7.2.b of the RfS.	<p>... In this regard, any change in Delivery Point from the one mentioned in the Covering Letter at the time of bid submission shall be allowed only in following two cases:</p> <p>(a) At the proposed revised Delivery Point, the Bidder/ RPD already has operational connectivity for Solar PV Projects at the revised Delivery Point with Start Date of connectivity/ operationalization of connectivity on or prior to bid submission deadline.</p> <p>(b) At the proposed revised Delivery Point, the Bidder/ RPD enters into a connectivity sharing agreement with any other entity, including its subsidiary, as per Clause 5.2 of the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, as amended from time to time. This signed agreement, approved by the CTU, shall be required to be submitted by the Successful Bidder/ RPD along with the request for revision of Delivery Point.</p>
2.	7.2	<p>The Bidder shall be required to submit the details of connectivity grantee at the proposed Delivery Point as part of Format-7.1.</p> <p>(a) Under this RfS, the Bidders who have already operational connectivity for Solar PV Projects, with Start Date of</p>	<p>Under this RfS, the Bidders who have already operational connectivity for Solar PV Projects, with Start Date of Connectivity/ operationalization of connectivity being on or prior to bid submission deadline, at the Delivery Point are allowed to participate. The proof of operational connectivity with Start Date of Connectivity/ operationalization of</p>

		<p>Connectivity/ operationalization of connectivity being on or prior to bid submission deadline, at the Delivery Point are allowed to participate. The proof of operational connectivity with Start Date of Connectivity/ operationalization of connectivity will be required to be provided by the Bidder as part of the bid submission along with Format-7.1 Covering Letter.</p> <p>(b) In case of a mismatch between the names of the Bidder and the connectivity grantee as indicated in Format-7.1, following documents shall be required to be submitted by the Bidder:</p> <p>(i) The Bidder shall submit an NOC from the connectivity grantee in the name of the Bidder for utilization of the connectivity by the Bidder for supply of Peak Power up to the Contracted Capacity offered by the Bidder under this RfS through the same Delivery Point,</p> <p>(ii) A Letter from CTU allowing utilization of connectivity, which has been granted to the connectivity grantee, by the Bidder up to the proposed Contracted Capacity in the Peak Hours.</p> <p>In this case as well, the Start Date of Connectivity/ operationalization of connectivity shall be on or prior to bid submission deadline. In case of mismatch between the connectivity grantee and the Bidder, non-submission of above two documents shall result in disqualification of the Bidder under this RfS.</p>	<p>connectivity will be required to be provided by the Bidder as part of the bid submission along with Format-7.1 Covering Letter.</p> <p>It is clarified that in case of any mismatch between the name of the bidder and the connectivity grantee, such bid shall be summarily rejected.</p>
3.	13	<p><b>Addendum to the Clause:</b></p> <p>Note: In all cases, a Bidder (including all the members in case of a Consortium) shall be</p>	

		<p>allowed to avail the above exemptions provided to MSEs only in case the Bidder (including all the members in case of a Consortium) meets the financial eligibility criteria as per Clause 35 on its own financial credentials. In case the Bidder (including any member in case of a Consortium) proposes to meet the financial eligibility criteria as per Clause 35 based on the credentials of its Affiliate, the Bidder/Bidding Consortium will not be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee &amp; EMD. As a result, in case a Bidder/ Bidding Consortium does not submit requisite Cost of RfS, Bid Processing Fees, and EMD by availing exemption under this Clause, and proposes to meet the financial eligibility criteria based on the credentials of its Affiliate and, the bid submitted by such Bidder/ Bidding Consortium shall be considered as non-responsive under Clause 25.(a) and Clause 25.(h) of the RfS, and the bid will be summarily rejected.</p>	
4.	23.x.i	<p>...</p> <p>In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.</p> <p>...</p>	<p>...</p> <p>In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company at the time of bid submission, the bid submitted shall be treated as non-responsive and shall be rejected.</p> <p>...</p>
5.	34.6	<p>A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. (a) existing subsidiary Company of the Successful Bidder, or (b) a Project Company incorporated as a subsidiary Company of the Successful Bidder, for setting up the Project, and in each case, having at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project. In this case, the SPV shall submit the following documents:</p> <p>(i) The SPV shall submit an NOC from the connectivity grantee in the name of the SPV for utilization of the connectivity by the SPV for supply of Peak Power up to the Contracted Capacity offered by the SPV under this RfS through the same Delivery Point,</p> <p>(ii) A Letter from CTU allowing</p>	<p>A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through</p> <p>(i) a Special Purpose Vehicle (SPV) i.e. (a) existing subsidiary Company of the Successful Bidder, or (b) a Project Company incorporated as a subsidiary Company of the Successful Bidder, for setting up the Project, and in each case, having at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA;</p> <p>(ii) any other entity, subject to the entity meeting the Qualification Requirements as per Section 4 of the RfS as on the bid submission deadline and submission of all the Formats as per Section 7 (except Format-7.1, 7.11, and 7.12) of the RfS, before signing of PPA. Multiple SPVs/ any other entity(ies) may also be utilized for executing more than one Project. In both the cases, prior to signing of PPA, the Successful Bidder and the SPV/ any other entity shall be required to enter into a connectivity sharing agreement as per Clause 5.2 of the Central Electricity Regulatory Commission (Connectivity and General</p>

		utilization of connectivity, which has been granted to the connectivity grantee, by the SPV up to the proposed Contracted Capacity in the Peak Hours.	Network Access to the inter-State Transmission System) Regulations, 2022, as amended from time to time. This signed agreement, approved by the CTU, shall be required to be submitted by the Successful Bidder prior to signing of PPA.																																				
6.	36.4	For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used ...	For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts of the Bidder including its Parent or Affiliate or Ultimate Parent or any Group Company shall be used ...																																				
7.	Format -7.1	<b>Table modified as follows:</b> <table><tr><th>Project No.</th><th>Contracted Capacity offered (MW)</th><th>Installed Capacity to be committed under the PPA (Rated capacities of respective components)</th><th>Location of Project (Village, Tehsil, Dist., State)</th><th>Interconnection Point Details and Start Date of Connectivity<sup>#</sup></th><th>Project Preference<sup>*</sup></th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <sup>#</sup> Start Date of connectivity shall be on or before the bid submission deadline.		Project No.	Contracted Capacity offered (MW)	Installed Capacity to be committed under the PPA (Rated capacities of respective components)	Location of Project (Village, Tehsil, Dist., State)	Interconnection Point Details and Start Date of Connectivity <sup>#</sup>	Project Preference <sup>*</sup>																														
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1.	3.1.2	... In this regard, any change in Delivery Point from the one mentioned in the Covering Letter at the time of bid submission shall be allowed only in case at the proposed revised Delivery Point, the Bidder already has operational connectivity for Solar PV Projects at the revised Delivery Point with Start Date of connectivity/ operationalization of connectivity on or prior to bid submission deadline or the Bidder uses the connectivity granted to connectivity	... In this regard, any change in Delivery Point from the one mentioned in the Covering Letter at the time of bid submission shall be allowed only in following two cases:  (a) At the proposed revised Delivery Point, the Bidder/ RPD already has operational connectivity for Solar PV Projects at the revised Delivery Point with Start Date of connectivity/ operationalization of connectivity on or prior to bid submission deadline.																																				

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**FORMAT OF INSURANCE SURETY BOND TOWARDS EMD**

*(To be stamped in accordance with stamp act of India)*

Insurance Surety Bond No.:

Date:

To,  
Solar Energy Corporation of India Limited,  
6th Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110 023

Dear Sir,

In accordance with your RfS No. ....dated ....., M/s .....[*Insert name of the Bidder*] having its Registered/Head Office at..... [*Insert address of the bidder*] (hereinafter referred to as 'bidder') wish to participate in the said bid for .....[*Insert name of the RfS*].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ..... [*Insert amount not less than that derived in line with Clause 16 of the RfS*] valid for.....[*insert date of validity in accordance with Clause No. 16 of this RfS*] required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.

We, the..... [*Insert name of the 'Insurer'*] having our Head Office at .....[*Insert address of the Insurer*] guarantee and undertake to pay immediately on demand by Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI') the amount of ..... [*Insert amount not less than that derived in line with Clause 16 of the RfS*] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by SECI shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid upto..... [*insert date of validity in accordance with Clause No. 16 of this RfS*]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s .....[*Insert name of the Bidder*] on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to SECI.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ *[Insert name of the Bidder]* and/ or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly SECI shall not be obliged before enforcing this Insurance Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this ..... day of ..... 20..... at .....

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Power of Attorney No.....

Date.....

**Email id of the Branch for confirmation of this Bond: .....**

**NOTE:**

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
2. SECI shall be the Creditor, the bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

**FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY**

*(To be stamped in accordance with stamp act of India)*

Insurance Surety Bond No.:

Date:

To

Solar Energy Corporation of India Limited,  
6th Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110 023

Dear Sir,

In consideration of Solar Energy Corporation of India Limited (hereinafter referred to as 'SECI' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... *[Insert name of RE Power Developer]*..... with its Registered/Head Office at..... (Hereinafter referred to as the 'RE Power Developer' or 'RPD', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the Project of capacity of ..... MW for supply of power there from on long term basis, in response to the RfS No. .... dated....., issued by SECI by issuing Letter of Award No. ....dated..... and the same having been unequivocally accepted by the RPD, resulting into a Power Purchase Agreement (PPA) to be entered, for purchase of Power [from selected RE Power Developer or a Project Company, M/s ..... {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the RPD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees .....*[Total Value]* only.

We ..... *[Name & Address of the Insurer]* ..... having its Head Office at ..... (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay SECI unequivocally, irrevocably and unconditionally, on demand any and all amount to the extent of amount up to and not exceeding Indian Rupees ..... *[Total Value]* on behalf of M/s ..... *[Insert name of the selected RPD]* at any time up to ..... *[days/month/year]* without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the RPD. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the RPD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of SECI and further agrees that the guarantee herein contained shall be enforceable till SECI discharges this guarantee.

SECI shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the RPD for



the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, SECI shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the RPD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Power Purchase Agreement between SECI and RPD or any other course or remedy or security available to SECI.

The Insurer shall not be released of its obligations under these presents by any exercise by SECI of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of SECI or any other indulgence shown by SECI or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that SECI at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the RPD and notwithstanding any security or other guarantee that SECI may have in relation to the RPD's liabilities.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Insurer, in order to make the said payment to SECI.

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ *[Insert name of the RPD]* and/ or any other person. The Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the RfS.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR ..... (Indian Rupees ..... only) and it shall remain in force up to and including ..... and shall be extended from time to time for such period, as may be desired by M/s .....*[RPD's Name]* on whose behalf this Insurance Surety Bond has been given.

Dated this ..... day of ..... 20..... at.....

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Insurer stamp)

**Email id of the Branch for confirmation of this Bond: .....**

Power of Attorney No. ....

Date.....

**WITNESS :**

1.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

2. ....  
(Signature)

.....  
(Name)

.....  
(Official Address)

**Notes :**

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. SECI shall be the Creditor, the RPD shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of RPD/Insurer issuing the Insurance Surety Bond.