

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

Ref No. SECI/C&P/IPP/13/0019/24-25/Amendment-01

Date: 10.01.2025

<b>Amendment-01 to RfS for Selection of RE Power Developers for Supply of 1200 MW of Round-the-Clock (RTC) Power from ISTS-connected Renewable Energy (RE) Power Projects in India, under Tariff-based Competitive Bidding (SECI-RTC-IV)</b>			
<b>RfS No. SECI/C&amp;P/IPP/13/0019/24-25 dated 28.10.2024</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.	8.1.c	Peak Hours will be maximum four hours out of the 24 hours in a Day, which shall remain fixed for a calendar month, as selected by the respective Buying Entity(ies). The selection of Peak Hours for a calendar month will be intimated by the Buying Entity to the RPD prior to start of that calendar month. In case of non-receipt of Peak Hours schedule from the Buying Entity by the last date of previous calendar month, the Peak Hours for that calendar month shall be 06:00 Hrs.- 08:00 Hrs. in the morning and 19:00 Hrs.-21:00 Hrs. in the evening. ...	Peak Hours will be maximum four hours during the evening from 18:00 Hrs. to 24:00 Hrs. out of the 24 hours in a Day, which shall remain fixed for a calendar month, as selected by the respective Buying Entity(ies). The selection of Peak Hours for a calendar month will be intimated by the Buying Entity to the RPD prior to start of that calendar month. In case of non-receipt of Peak Hours schedule from the Buying Entity by the last date of previous calendar month, the Peak Hours for that calendar month shall be 19:00 Hrs.-23:00 Hrs. in the evening. ...
2.	8.2.b	... In case of shortfall against meeting the Peak Hour DFR requirement, the penalty shall be 2.5 times the cost of this shortfall in energy terms, calculated at the PPA tariff.	... In case of shortfall against meeting the Peak Hour DFR requirement, the penalty shall be 1.75 times the cost of this shortfall in energy terms, calculated at the PPA tariff.
3.	13	... Note: In all cases, a Bidder (including all the members in case of a Consortium) shall be 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 & EMD. As a result, in case a Bidder/ Bidding Consortium does not submit requisite Cost of	... Note: In all cases, a Bidder (including all the members in case of a Consortium) shall be 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 or the financial credentials of the Affiliates who are an MSE. 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 Affiliates and any of the Affiliates is not an MSE, the Bidder/Bidding Consortium will not be eligible for exemption

		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.	from submission of Cost of RfS document, Bid Processing Fee & 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 Affiliates with any of the Affiliates not being an MSE, 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.
4.	23.x.i	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.	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.
5.	34.3	... The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.	... The solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells), valid as on the date of invoicing of such modules.
6.	35.3	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 35.1 and 35.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI/Surety Bond in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 35.1 and 35.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI/Surety Bond in case the Bidder(s) fail to do so in accordance with the RfS.

		submitted prior to signing of PPA.	
7.	35.4	For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.	For the purposes of meeting financial requirements, latest consolidated/ unconsolidated audited annual accounts of the bidding company shall be used. However, in case the bidding Company is seeking qualification on the basis of the financial capability of its Affiliates, then only the unconsolidated audited Annual Accounts of the Affiliate(s) shall be used.
8.	42.39	... “Peak Hours” in this case, shall be 4 hours out of the 24 hours of a day, to be chosen by the Buying Entity. ...	... “Peak Hours” in this case, shall be during the evening from 18:00 hrs. to 24:00 hrs. out of the 24 hours of a day, to be chosen by the Buying Entity. ...
9.	Annexure-C	<p>...</p> <p>Applicable penalty for the month of January = Rs. <math>[2.5 \times 4 \times 0.05 \times 100 \times 4 \times 31 \times 1000]</math> = Rs. 62 Lakhs</p> <p>Applicable penalty for the month of October = Rs. <math>[2.5 \times 4 \times 0.05 \times 100 \times 4 \times 30 \times 1000]</math> = Rs. 60 Lakhs</p> <p>Applicable penalty for the month of November = Rs. <math>[2.5 \times 4 \times 0.03 \times 100 \times 4 \times 31 \times 1000]</math> = Rs. 37.20 Lakhs</p> <p>Thus, the total penalty applicable for the Contract Year for shortfall in monthly DFR requirement during Peak Hours = Rs. (62 + 60 + 37.20) Lakhs = Rs. 159.20 Lakhs</p> <p>Therefore, <b>total penalty payable by the RPD for this Contract Year</b> = The sum of penalty for shortfall in meeting min. DFR requirement during Peak Hours and applicable penalty for shortfall in meeting min. monthly and annual DFR requirements for this Contract Year = Rs. (397.44 + 159.20) Lakhs = Rs. 556.64 Lakhs.</p> <p>...</p>	<p>...</p> <p>Applicable penalty for the month of January = Rs. <math>[1.75 \times 4 \times 0.05 \times 100 \times 4 \times 31 \times 1000]</math> = Rs. 43.4 Lakhs</p> <p>Applicable penalty for the month of October = Rs. <math>[1.75 \times 4 \times 0.05 \times 100 \times 4 \times 30 \times 1000]</math> = Rs. 42 Lakhs</p> <p>Applicable penalty for the month of November = Rs. <math>[1.75 \times 4 \times 0.03 \times 100 \times 4 \times 31 \times 1000]</math> = Rs. 26.04 Lakhs</p> <p>Thus, the total penalty applicable for the Contract Year for shortfall in monthly DFR requirement during Peak Hours = Rs. (43.4 + 42 + 26.04) Lakhs = Rs. 111.44 Lakhs</p> <p>Therefore, <b>total penalty payable by the RPD for this Contract Year</b> = The sum of penalty for shortfall in meeting min. DFR requirement during Peak Hours and applicable penalty for shortfall in meeting min. monthly and annual DFR requirements for this Contract Year = Rs. (397.44 + 111.44) Lakhs = Rs. 508.88 Lakhs.</p> <p>...</p>

Amendments in PPA document			
1.	4.1.1.(1)	... For the solar PV capacity, the modules used in the Project shall be sourced only from the models and manufacturers included in the List-I under the “Approved List of Models and Manufacturers” as published by MNRE and valid as on the date of invoicing of such modules. ...	... For the solar PV capacity, the solar PV modules and solar PV cells used in the Project shall be sourced only from the models and manufacturers included in the List-I (for solar PV modules) and List-II (for solar PV cells) under the “Approved List of Models and Manufacturers” as published by MNRE and valid as on the date of invoicing of such modules. ...
2.	4.4.2	Peak Hours will be maximum four hours out of the 24 hours in a Day, which shall remain fixed for a calendar month, as selected by the respective Buying Entity(ies). The selection of Peak Hours for a calendar month will be intimated by the Buying Entity to the RPD prior to start of that calendar month. In case of non-receipt of Peak Hours schedule from the Buying Entity by the last date of previous calendar month, the Peak Hours for that calendar month shall be 06:00 Hrs.- 08:00 Hrs. in the morning and 19:00 Hrs.-21:00 Hrs. in the evening. ...	Peak Hours will be maximum four hours during the evening from 18:00 Hrs. to 24:00 Hrs. out of the 24 hours in a Day, which shall remain fixed for a calendar month, as selected by the respective Buying Entity(ies). The selection of Peak Hours for a calendar month will be intimated by the Buying Entity to the RPD prior to start of that calendar month. In case of non-receipt of Peak Hours schedule from the Buying Entity by the last date of previous calendar month, the Peak Hours for that calendar month shall be 19:00 Hrs.-23:00 Hrs. in the evening. ...
3.	4.4.13	... In case of shortfall against meeting the Peak Hour DFR requirement, the penalty shall be 2.5 times the cost of this shortfall in energy terms, calculated at the PPA tariff. ...	... In case of shortfall against meeting the Peak Hour DFR requirement, the penalty shall be 1.75 times the cost of this shortfall in energy terms, calculated at the PPA tariff. ...
4.	Schedule 4	... Applicable penalty for the month of January = Rs. $[2.5 \times 4 \times 0.05 \times 100 \times 4 \times 31 \times 1000]$ = Rs. 62 Lakhs Applicable penalty for the month of October = Rs. $[2.5 \times 4 \times 0.05 \times 100 \times 4 \times 30 \times 1000]$ = Rs. 60 Lakhs Applicable penalty for the month of November = Rs. $[2.5 \times 4 \times 0.03 \times 100 \times 4 \times 31 \times 1000]$ = Rs. 37.20 Lakhs  Thus, the total penalty applicable for the Contract Year for shortfall in monthly DFR requirement during Peak Hours = Rs. (62 + 60 + 37.20) Lakhs = Rs. 159.20 Lakhs  Therefore, <b>total penalty payable by the RPD</b>	... Applicable penalty for the month of January = Rs. $[1.75 \times 4 \times 0.05 \times 100 \times 4 \times 31 \times 1000]$ = Rs. 43.4 Lakhs Applicable penalty for the month of October = Rs. $[1.75 \times 4 \times 0.05 \times 100 \times 4 \times 30 \times 1000]$ = Rs. 42 Lakhs Applicable penalty for the month of November = Rs. $[1.75 \times 4 \times 0.03 \times 100 \times 4 \times 31 \times 1000]$ = Rs. 26.04 Lakhs  Thus, the total penalty applicable for the Contract Year for shortfall in monthly DFR requirement during Peak Hours = Rs. (43.4 + 42 + 26.04) Lakhs = Rs. 111.44 Lakhs  Therefore, <b>total penalty payable by the</b>

		<p><b>for this Contract Year</b> = The sum of penalty for shortfall in meeting min. DFR requirement during Peak Hours and applicable penalty for shortfall in meeting min. monthly and annual DFR requirements for this Contract Year = Rs. (397.44 + 159.20) Lakhs = Rs. 556.64 Lakhs.</p> <p>...</p>	<p><b>RPD for this Contract Year</b> = The sum of penalty for shortfall in meeting min. DFR requirement during Peak Hours and applicable penalty for shortfall in meeting min. monthly and annual DFR requirements for this Contract Year = Rs. (397.44 + 111.44) Lakhs = Rs. 508.88 Lakhs.</p> <p>...</p>
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