

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/14/0012/24-25/Amendment-01

Date: 29.01.2025

Amendment-01 to Request for Selection (RfS) of Solar Power Developers for setting up of 2112 kW Grid-Connected Rooftop Solar PV Projects under RESCO Mode through Tariff-based Competitive Bidding

RfS No. SECI/C&P/IPP/14/0012/24-25 dated 29.11.2024

| S. No. | Clause No. | Existing Clause | Amended Clause |
|---------------------|-------------------|--|---|
| RfS Document | | | |
| 1. | 12 | <p>...</p> <p>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 32 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 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> | <p>...</p> <p>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 32 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 32 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 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 nonresponsive under Clause 25.(a) and Clause 25.(h) of the RfS, and the bid will be summarily rejected.</p> |
| 2. | 32.2 | <p>...</p> <p>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 32.1, and 32.2 above. In case of the Bidder</p> | <p>...</p> <p>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 32.1 and 32.2 above. In case of</p> |

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| | | being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliates/parents. In this case, a Bidder can use the credential of only a single affiliate to meet all the financial eligibility criteria. In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate, undertaking to contribute the required equity funding and Performance Bank Guarantees/POI/Insurance 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, undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate shall be required to be submitted prior to signing of PPA. | 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. |
| 3. | 32.3 | 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. 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. | 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 (fully or partly), then only the unconsolidated audited Annual Accounts of the Affiliate(s) as well as bidding company, as the case may be, shall be used. |
| 4. | 32.6 | In case the response to RfS is submitted by a Consortium, then the financial eligibility requirement to be met by each Member of the Consortium on an aggregate basis. | In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by the Consortium shall be computed on aggregate basis, summing up the meeting of eligibility requirements as demonstrated by the individual Consortium members. |
| 5. | 20.2.vii | <u>New Clause:</u> Transfer of shares within the group companies due to merger/amalgamation subject to court approval. | |
| PPA Document | | | |
| 1. | 5.3.a) | ... Buying Entity shall pay the Purchase Price to the SPD. | Deleted. |

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| 2. | 12.1.b.v | Upon the delivery of the Buying Entity Termination Notice, this Agreement shall stand terminated. SPD shall have the liability to make payment within sixty (60) days from the date of Buying Entity Termination Notice to Buying Entity, for damages, equivalent to 6 (six) months, or balance PPA period, whichever is less, of charges for its Contracted Capacity. | Upon the delivery of the Buying Entity Termination Notice, this Agreement shall stand terminated. SPD shall have the liability to make payment within sixty (60) days from the date of Buying Entity Termination Notice to Buying Entity, for damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of charges for its Contracted Capacity. |
| 3. | 12.2.b | SPD's Remedies: If a Buying Entity Default described in Sections 12.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the SPD shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination the SPD at its discretion require Buying Entity to pay to the SPD, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPD. Further to the above remedies, SPD may exercise any other remedy it may have at law or equity or under the Agreement. | SPD's Remedies: If a Buying Entity Default described in Sections 12.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the SPD shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination the SPD at its discretion require Buying Entity to pay to the SPD, damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPD. Further to the above remedies, SPD may exercise any other remedy it may have at law or equity or under the Agreement. |