

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/13/007/Amendment-01

Dated 16.01.2023

Amendment-01 to the RfS for Selection of Hybrid Power Developers for Setting up of 1200 MW ISTS-connected Wind-Solar Hybrid Power Projects with assured peak power supply in India under Tariff-Based Competitive Bidding (Tranche-VI)			
RfS No. SECI/C&P/IPP/13/0007/22-23 dated 02.11.2022			
S. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	General	Tentative coordinates of some of the designated substations, as received from the CTU, have been annexed at Annexure-D of the RfS.	
2.	6.1	The Project location(s) shall be chosen by the Bidder/HPD at its discretion and its own risk and cost. The ESS component shall be mandatorily co-located either with Solar PV or with Wind Power generating components, under a single Project. Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS.	The Project location(s) shall be chosen by the Bidder/HPD at its discretion and its own risk and cost. The ESS component may be co-located with the Solar PV or with Wind Power generating components, or may be located separately, under a single Project. It may be noted that the Project location(s) may be changed by the HPD until SCD. However, Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS.
3.	6.3.a.	The term “Project” shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).	The term “Project” shall have the meaning as defined in Section-6 of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA). The ESS component may either be owned by the HPD or leased from a third-party, and the same will be constitute as part of the Project under this RfS.
4.	7.2	Addition to Designated Delivery Points	8. Chhatarpur, Madhya Pradesh
5.	7.11	Not Used	In case the ESS component is located separately from the Solar PV/Wind generating components, the charges for charging and discharging the ESS, as applicable under GNA/LTA regulations and other orders issued by MoP/CERC will be borne by the HPD.
6.	8.1Assured peak power supply: As part of the total energy supplied from the Project, the HPD shall mandatorily supply energy corresponding to aAssured peak power supply: As part of the total energy supplied from the Project, the HPD shall mandatorily supply energy corresponding to a maximum amount of 4000

		maximum amount of 2000 kWh per MW of the Contracted Capacity, on daily basis, during Peak Hours, as per the schedule provided by the Buying Entity.....	kWh per MW of the Contracted Capacity, on daily basis, during Peak Hours, as per the schedule provided by the Buying Entity.....
7.	8.2.i.	The HPD is mandated to deliver up to 2000 kWh of energy per MW rated Project capacity of the project in AC terms, during Peak Hours as per the schedule given by the Buying Entity (i.e., For each 100 MW of project capacity, HPD shall supply up to 200,000 kWh of energy during Peak Hours), on a daily basis. Reconciliation of the same....	The HPD is mandated to deliver up to 4000 kWh of energy per MW rated Project capacity of the project in AC terms, during the cumulative number of Peak Hours in a Day, as per the schedule given by the Buying Entity (i.e., For each 100 MW of project capacity, HPD shall supply up to 400,000 kWh of energy during Peak Hours), on a daily basis. It is clarified that the above requirement of energy supply during Peak hours is linked to the Contracted Capacity on a pro-rata basis. Thus, for a Contracted Capacity of “X” MW, the maximum energy to be supplied during Peak Hours will be “4xX” MWh on a daily basis. Reconciliation of the same..... (Subsequent clauses in the RfS containing similar provisions shall be read in line with the above amendment.)
8.	8.2.iii.	Clause modified as follows: (a) “Peak Hours” in a 24-hour period, shall be bifurcated in <u>two segments</u> as follows: <ul style="list-style-type: none"> • Morning Peak Hours: Ranging between (and including) 0500 hrs to 1200 hrs • Evening Peak Hours: Ranging between (and including) 1200 hrs to 2400 hrs (b) In each Peak Hour segment, the Buying Entity may choose upto a maximum of two (2) hours, thereby choosing a maximum of four (4) Peak Hours on a daily basis. For each Peak Hour segment, the Buying Entity can specify offtake of Peak power upto 200,000 kWh for each 100 MW of Contracted Capacity, on a daily basis.	
9.	8.2.iv.In case of non-receipt of peak hours schedule from the Buying Entity on day-ahead basis, it shall mean that peak power is not required for that respective day. The requirement of electricity supply....In case of non-receipt of peak hours schedule from the Buying Entity on day-ahead basis, it shall mean that peak power is not required for that respective day. In such case, the HPD may schedule the available power for the Project as per HPD’s convenience. The requirement of electricity supply.....
10.	8.2.viii.	A minimum gap of 12 hours shall be maintained between the last Peak Hour of any Day (Dn) and the first Peak Hour of the day subsequent to that Day (Dn+1) as chosen by the Buying Entity.	In a 24-hour period, a minimum gap of 8 hours shall be maintained by the Buying Entity, between the last hour of the Morning Peak Hour segment and 1 st hour of the Evening Peak Hour segment. For example, one possible combination to be

			<p>chosen by the Buying Entity is as follows:</p> <ul style="list-style-type: none"> • Morning Peak Hour segment: 0800 hrs to 1000 hrs • Evening Peak Hour segment: 1800 hrs to 2000 hrs. <p>Thus, the Buying Entity cannot choose Evening Peak Hours commencing from any time prior to 1800 hrs in the above scenario. Further, a minimum gap of 8 hours shall be maintained by the Buying Entity, between the last Evening Peak Hour of any Day (Dn) and the first Peak Hour of the next day i.e Day (Dn+1) as chosen by the Buying Entity. For example, one possible combination to be chosen by the Buying Entity is as follows:</p> <ul style="list-style-type: none"> • Evening Peak Hour segment chosen in Day Dn: 2200 hrs to 2400 hrs • Morning Peak Hour segment chosen in Day Dn+1: 0800 hrs to 1000 hrs. <p>Thus, the Buying Entity cannot choose Morning Peak Hours in Dn+1 commencing from any time prior to 0800 hrs in the above scenario.</p>
11.	8.3	Shortfall in Energy Supply	It is clarified that the term “supply”/”supplied” in this Clause, shall mean “schedule”/”scheduled”.
12.	8.3.iii	<p><u>Shortfall in supply of Peak Power:</u> In addition to above, in case of any shortfall in supply of Power during the Peak Hours as notified by the Buying Entity, from the mandated supply of energy (i.e., up to 200 MWh for each 100 MW capacity), the HPD shall pay a compensation corresponding to the energy shortfall, calculated as 2 x PPA Tariff. For the purpose of calculation of shortfall in energy supplied during Peak Hours, a ‘month’ shall be the billing month as defined in the PPA.</p>	<p><u>Shortfall in supply of Peak Power:</u> In addition to above, in case of any shortfall in scheduling of Power during the Peak Hours as notified by the Buying Entity, from the mandated supply of energy (i.e., up to 400 MWh for each 100 MW capacity), the HPD shall pay a compensation corresponding to the energy shortfall, calculated as 2 x PPA Tariff. Such shortfall shall be permissible upto 20% below the energy requirement by the Buying Entity during Peak Hours, on a monthly basis. For the purpose of calculation of shortfall in energy supplied during Peak Hours, a ‘month’ shall be the billing month as defined in the PPA. The shortfall beyond 20% will be calculated on a daily basis, and liquidated damages will be levied on the total shortfall aggregated in a month.</p>

13.	8.3.v.	<p>Modified as follows:</p> <p>Illustration: An example to illustrate the computation of shortfall in energy supplied during Peak Hours as per this clause is provided below: Considering a single day's Peak Power supply data as follows (PPA Tariff = Rs.3.00/kWh):</p> <table><tr><th>Notified Peak Hour-block</th><th>Energy requirement (MWh)</th><th>Energy scheduled by HPD (MWh)</th></tr><tr><td>Hour 1</td><td>100</td><td>100</td></tr><tr><td>Hour 2</td><td>100</td><td>50</td></tr><tr><td>Hour 3</td><td>100</td><td>30</td></tr><tr><td>Hour 4</td><td>100</td><td>80</td></tr></table> <p>Energy required to be scheduled in the notified Peak Hours= 400 MWh Total energy scheduled in the notified Peak Hours= 260 MWh <u>Calculation of compensation due to shortfall in scheduling Peak Power:</u> Total shortfall allowed in the Day: 20% of 400 MWh, i.e. 80 MWh, i.e. minimum energy required to be scheduled = 320 MWh. Shortfall on account of actual energy being scheduled = 320-260 MWh = 60 MWh. Thus, compensation payable by the HPD against such shortfall in Peak Power supply = Rs. (2 x 3.00 x 60) x 1000 = Rs. 3,60,000/- for the above period.</p> <p>The above methodology will be followed on a cumulative basis, considering the Peak Power requisitioned by the Buying Entity for the entire billing month. It is reiterated that only negative deviations will be considered for reconciliation on the monthly basis.</p>		Notified Peak Hour-block	Energy requirement (MWh)	Energy scheduled by HPD (MWh)	Hour 1	100	100	Hour 2	100	50	Hour 3	100	30	Hour 4	100	80
Notified Peak Hour-block	Energy requirement (MWh)	Energy scheduled by HPD (MWh)																
Hour 1	100	100																
Hour 2	100	50																
Hour 3	100	30																
Hour 4	100	80																
14.	8.4	The HPD may repower the Project at a later stage, if required. However, in no case the HPD will be allowed to inject power more than the Contracted Capacity as per the PPA.	The HPD may repower the Project at a later stage, if required. The obligation of SECI/Buying Entity for offtake of power scheduled under the PPA/PSA shall be limited to the Contracted Capacity. Any excess power being generated beyond the Contracted Capacity may be sold to a third party, without seeking any NOC from SECI/Buying Entity.															
15.	10.1 The above shall be treated as delays beyond the control of the HPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to readiness of Delivery Point and power evacuation infrastructure and/or operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by SECI.... The above shall be treated as delays beyond the control of the HPD and such Projects shall be eligible for suitable time extension in their SCD. Decision on requisite extension on account of the above factor shall be taken by SECI....															
16.	Format 7.9	Following to be added as part of Sl. 2.0 of the Format: In case of leasing the ESS component by the HPD, necessary agreements certifying the leasing arrangement to be submitted as part of the Project details.																

17.	Annexure-D	Addition in the Table:			
		S.No.	Pooling Station	Location	Remarks
		8	Chhatarpur, Madhya Pradesh		
Amendments in the PPA document					
1.	1.1 “Peak Hours”	<p>Modified as follows</p> <p>shall mean the energy scheduling hours in a day as chosen by the Buying Entity for supply of peak power from the Project. For the purpose of scheduling, a ‘day’ shall commence from 0000 hrs. and end at 2400 hrs.</p> <p>“Peak Hours” in a 24-hour period, shall be bifurcated in <u>two segments</u> as follows:</p> <ul style="list-style-type: none">• Morning Peak Hours: Ranging between (and including) 0500 hrs to 1200 hrs• Evening Peak Hours: Ranging between (and including) 1200 hrs to 2400 hrs <p>In each Peak Hour segment, the Buying Entity may choose upto a maximum of two (2) hours, thereby choosing a maximum of four (4) Peak Hours on a daily basis. For each Peak Hour segment, the Buying Entity can specify offtake of Peak power upto 200,000 kWh for each 100 MW of Contracted Capacity, on a daily basis.</p> <p>However, with respect to requisition of drawl Schedule, Buying Entity shall comply with CERC/SERC/Indian Electricity Grid Code (as and when implemented), regulations on Forecasting, Scheduling and Deviation Settlement, as applicable.</p> <p>In a 24-hour period, a minimum gap of 8 hours shall be maintained by the Buying Entity, between the last hour of the Morning Peak Hour segment and 1st hours of the Evening Peak Hour segment.</p> <p>For example, one possible combination to be chosen by the Buying Entity is as follows:</p> <ul style="list-style-type: none">• Morning Peak Hour segment: 0800 hrs to 1000 hrs• Evening Peak Hour segment: 1800 hrs to 2000 hrs. <p>Thus, the Buying Entity cannot choose Evening Peak Hours commencing from any time prior to 1800 hrs in the above scenario.</p> <p>Further, a minimum gap of 8 hours shall be maintained by the Buying Entity, between the last Evening Peak Hour of any Day (Dn) and the first Peak Hour of the next day i.e Day (Dn+1) as chosen by the Buying Entity.</p> <p>For example, one possible combination to be chosen by the Buying Entity is as follows:</p> <ul style="list-style-type: none">• Evening Peak Hour segment chosen in Day Dn: 2200 hrs to 2400 hrs• Morning Peak Hour segment chosen in Day Dn+1: 0800 hrs to 1000 hrs. <p>Thus, the Buying Entity cannot choose Morning Peak Hours in Dn+1 commencing from any time prior to 0800 hrs in the above scenario.</p>			
2.	1.1 “Power Project” or “Project” or “Wind-Solar Hybrid The ESS shall be co-located with either the Solar PV or the Wind power component under a single Project. This includes.... The ESS component may be co-located with the Solar PV or with Wind Power generating components, or may be located separately, under a single Project. In case the ESS component is located separately from the Solar PV/Wind generating components, the charges for charging and discharging the ESS, as applicable under GNA/LTA regulations and other orders issued by MoP/CERC will be		

	Power Project”		borne by the HPD. The ESS component may either be owned by the HPD or leased from a third-party, and the same will be constitute as part of the Project under this RfS. This includes....
3.	4.2.5	<p>The arrangement of connectivity shall be made by the HPD through a dedicated transmission line. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the HPD. In case of non-availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the HPD, provisions of Article 4.10 shall be applicable. It is to be noted that while the HPD is free to choose multiple points of injection for supply of power in the ISTS network, the quantum of connectivity to be sought by the HPD at each location shall not exceed the Contracted Capacity as per the PPA for the said Project. However, HPD shall also ensure that the quantum of power scheduled to Buying Entity(ies) in any of the time blocks is not more than the contracted capacity.</p> <p>For example, in case the Contracted Capacity of a Project is 100 MW under a single PPA, and the HPD chooses to seek connectivity and GNA at 2 separate injection points for “A MW” and “B MW” respectively, the quantum of connectivity sought at each location should not exceed 100 MW.</p>	<p>The arrangement of connectivity shall be made by the HPD through a dedicated transmission line. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to, and including at, the Interconnection Point will be borne by the HPD. In case of non-availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the HPD, provisions of Article 4.10 shall be applicable. HPD shall also ensure that the quantum of power scheduled to Buying Entity(ies) in any of the time blocks is not more than the Contracted Capacity.</p>
4.	4.2.6	<p>Modified as follows</p> <p>Government of India, from time to time, issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind and solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. However, in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver/extended SCD as above, due to reasons attributable to the HPD, the liability of transmission charges and losses would be to the account of the HPD.</p>	

		In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the Project is granted extension in the SCD on account of Force Majeure, or for delay on the part of the transmission provider in providing the transmission even after having taken the requisite steps in time; or on account of delays on the part of any Government Agency, the applicable date of ISTS waiver, decision on such extension requests will be taken by MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&R dated 30.11.2021, and subsequent amendments/clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard. The provisions of PPA and PSA in regard to liability of the Buying Entity to pay the ISTS charges and losses shall stand modified by such exemption/waiver provided as per the above Order/Office Memoranda and regulations issued by CERC, as applicable.	
5.	4.4.1	The Bidder has declared the annual CUF of the Project(s) during the submission of the Bid as mentioned in Schedule-I of the PPA and the HPD will be allowed to revise the same once within first three years after COD of the Project. ...	The Bidder has declared the annual CUF of the Project(s) during the submission of the Bid as mentioned in Schedule-I of the PPA and the HPD will be allowed to revise the same once within first three years after COD of the Project, the declared as well as the revised annual CUF shall in no case be less than 50% of annual CUF. ...
6.	4.4.1.(a) i.	The HPD is mandated to deliver upto 2000 kWh of energy per MW rated Project capacity of the project in AC terms, during Peak Hours as per the schedule given by the Buying Entity (i.e., For each 100 MW of project capacity, HPD shall supply up to 200,000 kWh of energy during Peak Hours), on a daily basis....	The HPD is mandated to deliver upto 4000 kWh of energy per MW rated Project capacity of the project in AC terms, during Peak Hours as per the schedule given by the Buying Entity (i.e., For each 100 MW of project capacity, HPD shall supply up to 400,000 kWh of energy during Peak Hours), on a daily basis....
7.	4.4.1.(a) iii.	"Peak Hours" in this case, shall be any 2 to 4 hours out of the 24 hours of a day, to be chosen by the Buying Entity. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Entity may specify off-take of amount of power during the Peak Hours up to 200,000 kWh of energy, on a daily basis.	"Peak Hours" in this case, shall be as defined in this Agreement. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Entity may specify off-take of amount of power during the Peak Hours up to 400,000 kWh of energy, on a daily basis.
8.	4.4.1.(a))vii.	Modified as follows: The Buying Entity shall be required to intimate its choice of Peak Hours and Power requirement in the selected Peak Hours to SECI and HPD on a day ahead basis latest by 09:00 Hrs., which will be deemed to have been accepted by the HPD for supply of Peak Power. Declaration of Peak Hours will be governed by the rules brought out in the definition of "Peak Hours" in this Agreement.	
9.	4.4.1.(a))viii.	A minimum gap of 12 hours shall be maintained between the last Peak Hour of any Day (Dn) and the first Peak Hour	Not used.

		of the subsequent to that Day (Dn+1) as scheduled by the Buying Entity.																
10.	4.4.1.(c) i.	In case of any shortfall in supply of Power during the Peak Hours as notified by the Buying Entity, from the mandated supply of energy (i.e., up to 200 MWh for each 100 MW capacity), the HPD shall...	In case of any shortfall in supply of Power during the Peak Hours as notified by the Buying Entity, from the mandated supply of energy (i.e., up to 400 MWh for each 100 MW capacity), the HPD shall...															
11.	4.4.1.(c) .i.	Addendum to the Clause	Such shortfall shall be permissible upto 20% below the energy requirement by the Buying Entity during Peak Hours, on a monthly basis. The shortfall beyond 20% will be calculated on a daily basis, and liquidated damages will be levied on the total shortfall aggregated in a month.															
12.	4.4.1.(c) iii.	Modified as follows: Illustration: An example to illustrate the computation of shortfall in energy supplied during Peak Hours as per this clause is provided below: Considering a single day's Peak Power supply data as follows (PPA Tariff = Rs.3.00/kWh): <table><tr><th>Notified Peak Hour-block</th><th>Energy requirement (MWh)</th><th>Energy scheduled by HPD (MWh)</th></tr><tr><td>Hour 1</td><td>100</td><td>100</td></tr><tr><td>Hour 2</td><td>100</td><td>50</td></tr><tr><td>Hour 3</td><td>100</td><td>30</td></tr><tr><td>Hour 4</td><td>100</td><td>80</td></tr></table> Energy required to be scheduled in the notified Peak Hours= 400 MWh Total energy scheduled in the notified Peak Hours= 260 MWh Calculation of compensation due to shortfall in scheduling Peak Power: Total shortfall allowed in the Day: 20% of 400 MWh, i.e. 80 MWh, i.e. minimum energy required to be scheduled = 320 MWh. Shortfall on account of actual energy being scheduled = 320-260 MWh = 60 MWh. Thus, compensation payable by the HPD against such shortfall in Peak Power supply = Rs. (2 x 3.00 x 60) x 1000 = Rs. 3,60,000/- for the above period. The above methodology will be followed on a cumulative basis, considering the Peak Power requisitioned by the Buying Entity for the entire billing month. It is reiterated that only negative deviations will be considered for reconciliation on the monthly basis.		Notified Peak Hour-block	Energy requirement (MWh)	Energy scheduled by HPD (MWh)	Hour 1	100	100	Hour 2	100	50	Hour 3	100	30	Hour 4	100	80
Notified Peak Hour-block	Energy requirement (MWh)	Energy scheduled by HPD (MWh)																
Hour 1	100	100																
Hour 2	100	50																
Hour 3	100	30																
Hour 4	100	80																
13.	4.4.2	... In the event the offer of the HPD is not accepted by SECI within the said period of 30 days, such right shall cease to exist and the HPD shall, at its sole discretion, may sell such excess power to any third	... In the event the offer of the HPD is not accepted by SECI within the said period of 30 days, such right shall cease to exist and the HPD shall, at its sole discretion, may sell such excess power to any third party.															

		party. However, in case....	However, any excess power being scheduled beyond the Contracted Capacity may be sold to a third party, without seeking any NOC from SECI/Buying Entity. However, in case...
14.	4.5.2The above shall be treated as delays beyond the control of the HPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by SECI..... The above shall be treated as delays beyond the control of the HPD and such Projects shall be eligible for suitable time extension in their SCD. Decision on requisite extension on account of the above factor shall be taken by SECI.....
15.	13.1.1. (vii)	except where due to any SECI's failure to comply with its material obligations, the HPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the HPD within thirty (30) days of receipt of first notice in this regard given by SECI.	Not Used
Amendments in the PSA document			
1.	XIV	Addendum to the clause	It is clarified that in case the Detailed Procedure under the GNA regulations are not enforced until the Project commissioning, the HPD and the Buying Entity(ies) shall abide by the current Procedure under applicable CERC regulations. In such a scenario, the responsibility of obtaining LTA will be that of the HPD. In the alternate scenario, no such requirement will be applicable on the HPD.
2.	2.11.3	Partially modified as follows: <u>Assured peak power supply:</u> i. As part of the total energy supplied from the Project, the HPD shall mandatorily supply energy corresponding to a maximum amount of 4000 kWh per MW of the Contracted Capacity, on daily basis, during Peak Hours, as per the schedule provided by the Buying Entity. For the purpose of scheduling, a 'day' shall commence from 0000 hrs. and end at 2400 hrs. "Peak Hours" in this case, shall be any 2 to 4 hours out of the 24 hours of a day, to be chosen by the Buying Entity. "Peak Hours" in a 24-hour period, shall be bifurcated in <u>two segments</u> as follows: <ul style="list-style-type: none"> • Morning Peak Hours: Ranging between (and including) 0500 hrs to 1200 hrs • Evening Peak Hours: Ranging between (and including) 1200 hrs to 2400 hrs 	

		<p>In each Peak Hour segment, the Buying Entity may choose upto a maximum of two (2) hours, thereby choosing a maximum of four (4) Peak Hours on a daily basis. For each Peak Hour segment, the Buying Entity can specify offtake of Peak power upto 200,000 kWh for each 100 MW of Contracted Capacity, on a daily basis.</p> <p>It is clarified that the Buying Entity is not mandated to off-take the stored energy on a daily basis, and may choose to schedule peak power supply as per its requirement. The discharge of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Entity (ies), as per the Buying Entity's day-ahead schedule. In case of non-receipt of peak hours schedule from the Buying Entity on day-ahead basis, it shall mean that peak power is not required for that respective day. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Entity may specify off-take of amount of power during Peak Hours up to 4,00,000 kWh of energy, on a daily basis.</p> <p>ii. The Buying Entity shall be required to intimate its choice of Peak Hours and Power requirement in the selected Peak Hours to SECI and HPD on a day ahead basis latest by 09:00 Hrs., which will be deemed to have been accepted by the HPD for supply of Peak Power</p> <p>Declaration of Peak Hours by Buying Entity:</p> <p>a. In a 24-hour period, a minimum gap of 8 hours shall be maintained by the Buying Entity, between the last hour of the Morning Peak Hour segment and 1st hours of the Evening Peak Hour segment.</p> <p>For example, one possible combination to be chosen by the Buying Entity is as follows:</p> <ul style="list-style-type: none"> • Morning Peak Hour segment: 0800 hrs to 1000 hrs • Evening Peak Hour segment: 1800 hrs to 2000 hrs. <p>Thus, the Buying Entity cannot choose Evening Peak Hours commencing from any time prior to 1800 hrs in the above scenario.</p> <p>Further, a minimum gap of 8 hours shall be maintained by the Buying Entity, between the last Evening Peak Hour of any Day (Dn) and the first Peak Hour of the next day i.e Day (Dn+1) as chosen by the Buying Entity.</p> <p>For example, one possible combination to be chosen by the Buying Entity is as follows:</p> <ul style="list-style-type: none"> • Evening Peak Hour segment chosen in Day Dn: 2200 hrs to 2400 hrs • Morning Peak Hour segment chosen in Day Dn+1: 0800 hrs to 1000 hrs. <p>Thus, the Buying Entity cannot choose Morning Peak Hours in Dn+1 commencing from any time prior to 0800 hrs in the above scenario.</p> <p>b. However, w.r.t. requisition of Drawal Schedule, Buying Entity shall comply with CERC/SERC/Indian Electricity Grid Code (as and when implemented), regulations on Forecasting, Scheduling and Deviation Settlement, as applicable.</p> <p>If for any Contract Year...</p>
3.	2.11.3.i v.	<p><u>Shortfall in supply of Peak Power:</u> In addition to above, in case of any shortfall in supply of Power during the Peak Hours as notified by the Buying Entity, from the mandated supply of energy (i.e.,</p> <p><u>Shortfall in supply of Peak Power:</u> In addition to above, in case of any shortfall in supply of Power during the Peak Hours as notified by the Buying Entity, from the mandated supply of energy (i.e., up to 400 MWh for each 100 MW</p>

		up to 200 MWh for each 100 MW capacity), the HPD shall pay a compensation corresponding to the energy shortfall...	capacity), the HPD shall pay a compensation corresponding to the energy shortfall...
4.	2.11.3.i v.	Addendum to the Clause	Such shortfall shall be permissible upto 20% below the energy requirement by the Buying Entity during Peak Hours, on a monthly basis. The shortfall beyond 20% will be calculated on a daily basis, and liquidated damages will be levied on the total shortfall aggregated in a month.