

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

Ref No. SECI/C&P/IPP/13/0006/23-24/Amendment-01

Date 14.12.2023

Amendment-01 to RfS for Selection of RE Power Developers for Supply of 1260 MW Firm and Dispatchable Power from ISTS-Connected Renewable Energy (RE) Power Projects in India under Tariff-Based Competitive Bidding (SECI-FDRE-IV)			
RfS No. SECI/C&P/IPP/13/0006/23-24 dated 15.09.2023			
S. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	General	It is hereby clarified that in case a bidder opts for coverage under the PSM in line with Clause 19.2 of the RfS, by undertaking to give a discount in the Covering Letter (Format 7.1) submitted as part of its response to RfS, the same will be applicable for the entire term of the PPA, i.e. this discount shall be provided by the RPD in each monthly bill raised under the PPA for the entire term of the PPA. In the alternate scenario, in case the bidder does not opt for coverage under the PSM in line with Clause 19.2 of the RfS, it shall not be eligible to be covered under the PSM for the entire term of the PPA.	
2.	1.9	<p>Modified as follows:</p> <p>Bidders who have already commissioned RE Projects/storage projects or are in process of constructing such projects and have untied capacity may also participate under this RfS. In such case, they will be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commencement of Supply Date (SCSD), pursuant to Clause 11 of the RfS. It is clarified that the Bidders who have already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or with any State-owned Distribution Company (DISCOM) as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective Project(s).</p>	
3.	2.7	<p>New Clause</p> <p>SECI has issued this RfS in the capacity of “Intermediary Procurer” as defined in the aforementioned Guidelines. SECI may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards.</p>	
4.	3.1	Under this RfS, the RE Power Developer (RPD) shall set up ISTS-connected RE Power Project(s), including the dedicated transmission network ...	Under this RfS, the RE Power Developer (RPD) shall set up ISTS-connected RE Power Project(s), including the transmission network ...
5.	3.2	Identification of land, installation and ownership of the Project(s), along with obtaining connectivity and necessary approvals and interconnection with the	Identification of land, installation and ownership of the Project(s), along with obtaining connectivity and necessary approvals and interconnection with the ISTS network/STU or

		ISTS network for supply of power to SECI, will be under the scope of the RPD.	InSTS network (as applicable) for supply of power to SECI, will be under the scope of the RPD. For the purpose of STU interconnection, RPD may install the Project in the same State where the Buying Entity is located.
6.	4.2.i	RE Projects are required to be designed for interconnection with the ISTS substation at voltage level of 220 kV or above.	RE Projects are required to be designed for interconnection with the ISTS substation at voltage level of 220 kV or above. However, for STU/InSTS connected Project, voltage level may be as per the concerned State Regulations.
7.	4.2.iii	... Any change in the ESS component during the term of the PPA may be at risk and cost of the RPD and also under intimation to SECI.	... Any change in the ESS component during the term of the PPA shall be at the risk and cost of RPD and under intimation to SECI.
8.	4.2.viii	... The above configuration can be changed subsequent to issuance of LoAs until the date as on 12 months prior to Scheduled Commencement of Supply Date (SCSD) of the Project. Also, any change in delivery point(s) is/are allowed upto 12 months prior to SCSD of the Project.	... The above configuration can be changed subsequent to issuance of LoAs until the Scheduled Commencement of Supply Date (SCSD)/extended SCSD of the Project. SECI shall communicate any change in configuration to Buying Entity(ies).
9.	6.4	The RPDs are free to change the Project location until the SCSD. The above change ...	The RPDs are free to change the Project location and/or Delivery Point up to the deadline for Financial Closure as per Clause 22. The above change ...
10.	7.1	The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. For interconnection ...	The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. In case the Buying Entity is located in the same State where the Project is located, the RPD may choose to interconnect the Project at the STU/InSTS Substation at a minimum voltage level as per the applicable State regulations. The relevant provisions of the RfS, PPA and PSA documents referring to ISTS Substations as the Delivery Point shall also mean STU/InSTS substations, wherever applicable. Similarly, reference to CEA regulations with respect to connectivity and synchronization with the grid will also mean reference to the applicable SERC/State Government regulations for InSTS-connected Projects. For interconnection ...
11.	7.3	The arrangement of connectivity can be made by the RPD through a dedicated	The arrangement of connectivity can be made by the RPD through a transmission line upto the

		transmission line upto the Interconnection Point. ...	Interconnection Point. ...
12.	7.5	<p>Addendum to the Clause</p> <p>It is, however, clarified that selection of Delivery Point by the Bidder at the time of bid submission will not be evaluated with respect to the SCSD of the Project as per the PPA.</p>	
13.	7.10	<p>...</p> <p>In case the RPD fails to obtain the full/part connectivity at a Substation identified by the Bidder, after fulfilling the compliances, the same shall be immediately notified by the RPD to SECI. In such case the RPD will be allowed for another 30 days for applying connectivity from the date of rejection by the CTU.</p>	<p>...</p> <p>After fulfilling the compliances, in case the RPD fails to obtain the full/part connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the RPD to SECI. In such case the RPD will be allowed for another 90 days to apply for connectivity from the date of rejection by the CTU.</p>
14.	8.1.b	<p>... The RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least 90% for each time-block, to be reconciled on monthly basis. “Demand Fulfilment Ratio” ...</p>	<p>... The RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least 90% on a monthly basis.</p> <p>Further, for the period from April to October, RPD shall be required to maintain time-block wise DFR of at least 80%. In case of deviation in meeting 80% minimum DFR during the above mentioned time period, additional penalty for the shortfall from 80% DFR for the corresponding time-blocks shall be levied as per Clause 8.2.b.</p> <p>“Demand Fulfilment Ratio” ...</p>
15.	8.1.e	<p>... The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.</p>	<p>... The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements outside the PPA as per extant regulations, towards meeting the supply conditions stipulated in the RfS/PPA.</p>
16.	8.2.a	<p>In case the DFR demonstrated by the RPD is less than 90% in a particular time-block, save and except in case of Force Majeure, ...</p>	<p>In case the average DFR demonstrated by the RPD is less than 90% on a monthly basis, save and except in case of Force Majeure, ...</p>
17.	8.3	<p>In order to allow optimization of operation of RE, the RPD is allowed to...</p> <p>... The RPD may also sell the power available within the Contracted Capacity and above the specified capacity in a</p>	<p>In order to allow optimization of operation of RE Power generating systems, the RPD is allowed to ...</p> <p>... The RPD may also sell the power available within the Contracted Capacity and above the</p>

		particular time-block to any third party or power exchange, ...	Specified Capacity in a particular time-block to any third party or power exchange, ...
18.	8.3	<p>... Any instance of third-party sale of power from the Project by the RPD, while the demand specified in the PPA remains unfulfilled, shall constitute a breach of RPD's obligations under the PPA and make the RPD liable for penalty @1.5 times of extant market rate/kWh (reference rate being the applicable rate on the Indian Energy Exchange (IEX)) for the quantum of such sale).</p> <p>...</p>	<p>... Any instance of third-party sale of power from the Project by the RPD, while the Specified Capacity in any time block remains unfulfilled, shall constitute a breach of RPD's obligations and will be considered as RPD Event of Default under the PPA. In such case of default, RPD shall be liable for an additional penalty @1.5 times of extant market rate/kWh (reference rate being the highest of the applicable rates in the DAM/G-DAM/RTM of all the Power Exchanges operating in India on that day) for the quantum of such sale).</p> <p>...</p>
19.	9	<p>Clause modified as follows:</p> <p>Project commissioning and declaration of Commercial Operation Date (COD) shall be governed by the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. The RPD shall provide 90 days preliminary commissioning notice and 30 days advance commissioning notice to SECI & Buying Entity. In line with this regulation, the RPD proposing the Project, or its part (including single component), for trial run or repeat of trial run shall give a notice of not less than seven (7) days to the concerned RLDC, Buying Entity(ies), and SECI. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required. The RPD shall submit requisite documents as mentioned below, at least 30 days prior to trail run of the Project –</p> <ol style="list-style-type: none"> i. Intimation regarding the timeline for commencement of supply of power from the Project. ii. Copy of CON-4 report submitted to CTU. iii. CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, WTGs, ESS component(s), inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the RPD to obtain the certificate. iv. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/ any other concerned authority as applicable. v. Plant Layout, Plant (AC & DC) SLD. vi. Affidavit certifying that the RPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying SECI against any discrepancies in the above details. vii. Affidavit from the RPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying SECI against any discrepancies in the above details. viii. Documents to establish the compliance of technical requirement as per PPA/RfS. 	

		<p>ix. Invoices against purchase of the Solar PV modules, WTGs, ESS component(s), Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.</p> <p>x. In addition to the above, the RPD shall provide coordinates of WTGs, KML files for the Solar PV component (specifying each block), details of ESS, RLMM/ALMM certificates, insurance documents of Project, online monitoring facility as stated vide Clause 7, Annexure-A, of the RfS.</p> <p>It is clarified that SECI shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the RPD shall be required to obtain No-objection certificate (NOC) from SECI prior to declaration of commissioning/COD of the Project.</p> <p>SECI's scope will be limited to verifying the installation of rated capacity(ies) of the Project as per the COD certificate submitted by the RPD. This verification will be at SECI's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by SECI. Prior to declaration of commencement of power supply, the RPD shall submit COD certificate for the corresponding Installed Capacity to SECI as part of the requisite documents.</p> <p>The date of onset of commercial offtake of power by SECI/Buying Entity shall be determined as the date of commencement of power supply under the RfS/PPA.</p>	
20.	9.1	<p>... without prejudice to the imposition of penalty in terms of the PPA on the part which has not yet commenced supply of power.</p> <p>...</p>	<p>... without prejudice to the imposition of penalty in terms of the PPA on the part which has not yet commenced supply of power. Further, in case of part commencement of supply of power, the demand profile to be met by the RPD shall be proportionately reduced and any power being supplied over and above the modified demand profile shall be treated as excess power under the respective RfS/PPA provisions. As the RPD commences supply of power in various parts, the demand profile to be met shall increase proportionately until the commencement of power supply from full Contracted Capacity/capacity finally accepted under the PPA is reached.</p> <p>...</p>
21.	9.1	<p>...</p> <p>Subsequent to commencement of power supply under the PPA, the RPD shall submit a fresh Bank Guarantee (BG) for a validity of 15 months from the date of</p>	<p>...</p> <p>Penalty on account of shortfall in Project performance during the first year after the commencement of supply of power shall be recovered by encashing the PBG submitted by</p>

		<p>commencement of power supply from the last part capacity/capacity finally accepted under the PPA, to SECI. This BG, to be issued in the format identical to the PBG, will be issued for an amount equal to the annual billing amount as per the PPA, calculated based on the annual demand profile as per Annexure-B and the tariff awarded to the RPD. Penalty on account of shortfall in Project performance during the first Contract Year shall be recovered by encashing this BG, in case not paid by the RPD. The PBG submitted in lieu of timely commencement of power supply may also be retained to cover this guarantee (subject to enhanced validity), with the remaining amount to be covered by an additional BG. This BG will be returned after completion of the time period of one year after commissioning of last part capacity/capacity finally accepted under the PPA.</p>	<p>the RPD, in case the penalty is not paid by the RPD. Penalty for shortfall in DFR shall be adjusted by SECI against monthly bills of the RPDs.</p>
22.	11.1	<p>... In case SECI/Buying Entity agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff. ...</p>	<p>... In case SECI/Buying Entity agrees to purchase power from such early part/full Contract Capacity prior to SCSD, such power will be purchased by SECI at the PPA tariff and sold to the Buying Entity at the PPA tariff plus SECI's trading margin and other terms and conditions of power procurement may be in reference of the PPA & PSA on the back-to-back basis. ...</p>
23.	14	<p>Under this RfS, the RPD shall set up the RE Power Project(s), including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project(s) and/or dedicated transmission network upto the Interconnection/ Delivery Point (along with connectivity), ...</p>	<p>Under this RfS, the RPD shall set up the RE Power Project(s), including the transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project(s) and/or transmission network upto the Interconnection/ Delivery Point (along with connectivity), ...</p>
24.	16.c	<p>RPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within</p>	<p>RPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 90 days of</p>

		90 days of Effective Date of PPAs and forward the copies of application to SECI within 07 days of filing the applications.	Effective Date of PPAs or 30 days from the date of possession of the land identified for the Project, whichever is later, and forward the copies of application to SECI within 07 days of filing the applications.
25.	16.	... Note: The RPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, ...	... Note: Except for S.No. c. above, the RPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, ...
26.	17.1	<p>Formula for calculation of applicable EMD amount modified as follows: EMD amount = Rs. [9,28,000 * S + 12,64,000 * W] *D + 3,66,000 * E, where, S= Rated Installed Capacity of Solar component (in MW); W= Rated Installed Capacity of Wind component and other RE generating sources (in MW); E= Rated cumulative Installed Capacity of the ESS component (in MWh) D= Multiplication factor = (A/B); A= Annual Energy (kWh) to be supplied by the Bidder as per the demand profile under the RfS = 3846467 * C; C= Contracted Capacity of the Project (in MW); B= Annual Energy (kWh) to be supplied from the Project based on committed Installed capacity = (S * 0.26 + W * 0.35) * 8766 * 1000 - 0.20*Z kWh; Z= Annual Energy proposed to be supplied through ESS (kWh).</p>	
27.	18.1	<p>Formula for calculation of applicable PBG amount modified as follows: PBG amount = Rs. [23,20,000* S + 31,60,000* W] *D + 9,15,000 * E, where, S= Rated Installed Capacity of Solar component (in MW); W= Rated Installed Capacity of Wind component and other RE generating sources (in MW); E= Rated cumulative Installed Capacity of the ESS component (in MWh) D= Multiplication factor = (A/B); A= Annual Energy (kWh) to be supplied by the Bidder as per the demand profile under the RfS = 3846467 * C ; C= Contracted Capacity of the Project (in MW); B= Annual Energy (kWh) to be supplied from the Project based on committed Installed capacity = (S * 0.26 + W * 0.35) * 8766 * 1000 - 0.20*Z kWh; Z= Annual Energy proposed to be supplied through ESS (kWh).</p>	
28.	18.1	... PBG shall be submitted by the Bidders prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 9 months after the SCSD.	... PBG shall be submitted by the Bidders prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 15 months subsequent to commencement of power supply from the first part capacity of the Project.

	
29.	18.1	Addendum to the Clause	Further, in case of delay in part/full commencement of supply of power beyond SCSD, prior to declaration of commencement of supply by the SECI from such part/full Contracted Capacity, the RPD shall be required to submit an additional PBG corresponding to the amount of applicable penalty, as per provisions of Clause 9.2.c, on that part/full Contracted Capacity.
30.	18.11	... The PBG shall be returned to the RPDs, immediately after successful commencement of supply of power from their projects as per Terms of PPA, after taking into account any penalty due to delays in commencement of supply of power as per Clauses 9 and 10 of the RfS.	... The PBG shall be returned to the RPDs upon completion of one year after commencement of supply of power from the last part capacity/capacity finally accepted under the PPA, after taking into account any penalty due to delays in commencement of supply of power and performance shortfall in supply of power as per Clauses 9.1 and 9.2 of the RfS.
31.	18.13	New Clause It may be noted that the EMD and PBG calculation methodology as brought out above, is subject to acceptance of the same as part of tariff adoption by the Appropriate Commission. Any revision in the EMD and/or PBG values as directed by the Appropriate Commission shall be acceptable to the RPD.	
32.	21.1	... date as on 30 days from issuance of LoA. The Installed Capacity break-up, as submitted ...	... date as on 30 days from issuance of LoA. For example, if the Bidder has been issued a single LoA for a cumulative capacity of 200 MW, the Successful Bidder may choose to split the 200 MW into more than one Project (2 x 100 MW, for example), within the above deadline. The Installed Capacity break-up, as submitted ...
33.	21.7	New Clause In addition to the above, subsequent to signing of PPA, the RPD shall be required to submit the monthly Project status on 5 th day of every calendar month as per Annexure-E of the RfS.	
34.	21.8	New Clause In case the Project is ready for part/full commencement of supply of power but the PPA has not been signed, No Objection Certificate (NOC) may be issued to the RPD (if sought by RPD) for third-party sale of power from the Project until signing of PPA. The NOC so granted shall be withdrawn by SECI once the readiness of off-take of the power as per PPA is intimated by SECI with a notice period of 7 calendar days.	
35.	22	New Clause	

Financial Closure or Project Financing Arrangements

22.1 The Projects shall achieve Financial Closure by the date as on 6 months prior to the SCSD/ extended SCSD. (For e.g. if SCSD of the Project is 25.11.2025, then scheduled Financial Closure date shall be 25.05.2025).

22.2 At the stage of Financial Closure, the RPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the RPD shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The RPD shall also submit details of all planned/ proposed solar panels, inverters, wind turbine generators, ESS (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project. The RPD shall also indicate the rated capacity of storage facility.

22.3 In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash PBG/POI and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of RPD, on advance payment of extension charges of INR 100/- per day per MW (of Contracted Capacity) + applicable GST. This extension will not have an impact on the obligation of RPD to commence supply of power by the Scheduled Commencement of Supply Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the RPDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective RPDs to either furnish the necessary documents or make the above mentioned payment of Rs. 100/MW/day + GST. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days-SECI shall encash the PBG/POI of the corresponding RPDs and may terminate the PPA for the corresponding Project. The amount of Rs. 100/MW/day + GST shall be paid by the RPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the RPD. In case of the RPD meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the RPD shall be returned by SECI. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the RPD without any interest and GST amount on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date.

22.4 The RPD will have to submit the required documents to SECI at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, SECI shall not be liable for delay in verification of documents and

		subsequent delay in Financial Closure.	
36.	26.xii.i v	Certified copies of annual audited accounts for the last financial year, i.e. FY 2022-23/21-22, or provisional accounts ...	Certified copies of annual audited accounts for the last financial year, i.e. FY 2022-23, or provisional accounts ...
37.	36.4.v	“Beneficial owner” for the purposes of Clause 36.4.iii.iv. above ...	“Beneficial owner” for the purposes of Clause 36.4.iv.iv. above ...
38.	38.1.i	... Minimum Net-Worth requirement = [(Rs. 92,80,000 x Rated Installed Capacity of Solar PV component) + (Rs. 1,26,40,000 x Rated Installed Capacity of Wind Power component) + (Rs. 4-1,46,40,000 x Rated Installed Capacity of ESS component (MW))] ...	... Minimum Net-Worth requirement = [(Rs. 92,80,000 x Rated Installed Capacity of Solar PV component (MW)) + (Rs. 1,26,40,000 x Rated Installed Capacity of Wind Power component and other RE sources (MW)) + (Rs. 36,60,000 x Rated Installed Capacity of ESS component (MWh))] ...
39.	38.2.ii	... amount of INR 25,39,000/MW (Indian Rupees Twenty-five Lakhs and Thirty-nine Thousand/MW) of the quoted capacity, ...	... amount of INR 25,39,000/MW (Indian Rupees Twenty-five Lakhs and Thirty-nine Thousand/MW) of the quoted Contracted Capacity, ...
40.	38.2.iii	... INR 31,73,000/MW (Indian Rupees Thirty-one Lakhs and Seventy-three Thousand/MW) of the quoted capacity, ...	... INR 31,73,000/MW (Indian Rupees Thirty-one Lakhs and Seventy-three Thousand/MW) of the quoted Contracted Capacity, ...
41.	42.4.vi	... If no such change as described above is effected during the last 20 minutes of auction ...	... If no such change as described above is effected during the last 8 minutes of auction ...
42.	45.8	“ BUYING ENTITY ” shall mean an End Procurer as defined in the Guidelines, including a DISCOM that requires RE power to fulfil its RPO under respective regulations.	“ BUYING ENTITY ” shall mean an End Procurer as defined in the Guidelines.
43.	45.23	... Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, ...	... Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds, sovereign funds and funds managed by National Investment and Infrastructure Fund Limited shall not be deemed to be Group Company, ...
44.	45.24	... (including the dedicated transmission line connecting the Projects with the substation system) ...	... (including the transmission line connecting the Projects with the substation system) ...
45.	45.43	... The Project shall include auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated	... The Project shall include auxiliaries and associated facilities, bay(s) for transmission system in their switchyard, transmission line up

		transmission line up to the injection point and all the other assets, buildings/structures, ...	to the injection point and all the other assets, buildings/structures, ...
46.	45.60	New Clause	“GENERAL NETWORK ACCESS (GNA)” shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022;
47.	45.61	New Clause	“SPECIFIED CAPACITY” shall mean the power (MW) stipulated by the Buying Entity in a particular time-block as per Annexure-B of this RfS, which the RPD is obligated to supply as per the provisions of PPA.
48.	Format -7.1 Clause 4A	New Clause	We hereby declare that the Project Capacity, for which the bid is being submitted by us has already been commissioned by us, and for the same, we have not suo-moto terminated any already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or State-owned Distribution Company (DISCOM) for participating in this RfS under Clause 1.9 of the RfS. <i>(applicable only in case of already commissioned Projects)</i>
49.	Format -7.5 Clause 6	The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves commencement of power supply in terms of the PPA.	The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure and commencement of power supply in terms of the PPA.
50.	Format -7.6	... by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2022-23/2021-22 or as on the date ...	... by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2022-23 or as on the date ...
51.	Format -7.6	... by demonstrating an Annual Turnover of INR _____ (_____in words) as on the end of Financial Year 2022-23/2021-22 or as on the day ...	... by demonstrating an Annual Turnover of INR _____ (_____in words) as on the end of Financial Year 2022-23 or as on the day ...
52.	Format -7.6	... by demonstrating a PBDIT of INR _____(in words) as on the end of Financial Year 2022-23/2021-22 or as on the day ...	... by demonstrating a PBDIT of INR _____(in words) as on the end of Financial Year 2022-23 or as on the day ...

53.	Format -7.9	Table modified as follows:	
		1	Name of Bidding Company/ Lead Member of Bidding Consortium
		2	Location(s) of Project components
		3	Contracted Capacity proposed MW
		4	Brief about the Project Configuration breakup (Installed capacity)
		i)	Rated Installed Capacity of Solar component (S) MW
		ii)	Rated Installed Capacity of Wind component and other RE generating sources (W) MW (for each component)
		iii)	Rated cumulative Installed Capacity of the ESS component MW/ MWh (Brief write-up about the ESS to be annexed with this Format)
		iv)	Annual Energy proposed to be supplied through ESS (Z) kWh
54.	Format -7.10	Modified as follows: <u>INTEGRITY PACT</u> (The scanned version of the format, duly signed by SECI's authorized signatory, is available on the ETS portal as addendum to the RfS. Bidders are required to submit signed and scanned copy of the document available on ETS portal)	
55.	Annexure-B S.No. 3	In any time-block, 10 MW capacity shall be mapped to the GIFT PCL and remaining capacity shall be mapped to BYPL and BRPL.	In every time-block, 10 MW capacity shall be mapped to the GIFT PCL and remaining capacity shall be mapped to BYPL and BRPL.
56.	Annexure-C	Modified Annexure is enclosed with this Amendment.	
57.	Annexure-E	New Annexure is enclosed with this Amendment.	
Amendments in the PPA document			
1.	Recital B	Addendum to the Recital	SECI has been designated as a Renewable Energy Implementing Agency (REIA) for developing and facilitating the establishment of the Grid connected RE power capacity in India in terms of the above Policy of the Government of India;
2.	1.1	“Commencement of Power Supply”	“Commencement of Power Supply” or “Commencement of Supply of Power”
3.	1.1 “Delivery Point”/	shall mean a single point or multiple points at the voltage level of 220 kV or above of the ISTS Sub-station including the dedicated transmission line connecting the	shall mean a single point or multiple points at the voltage level of 220 kV or above of the ISTS Sub-station including the transmission line connecting the RE power Project ...

	“Interconnection Point”	RE power Project ...	
4.	1.1 “Expiry Date”	Shall mean the date occurring twenty-five (25) years from the the Scheduled Commencement-of-Supply Date (SCSD)	Shall mean the date occurring as on twenty-five (25) years from the Scheduled Commencement-of-Supply Date (SCSD)
5.	1.1 “RE Project ” or “Project”	... The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, dedicated transmission line up to ...	... The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, transmission line up to ...
6.	1.1 “Specified Capacity”	<p>New Definition</p> <p>“Specified Capacity” shall mean the power (MW) stipulated by the Buying Entity in a particular time-block as per Schedule-4 of this Agreement, which the RPD is obligated to supply as per the provisions of this Agreement.</p>	
7.	3.1.2	The above configuration shall be identical to the “installed capacity” for which connectivity has been granted to the RPD under the GNA Regulations. The above configuration can be changed subsequent to issuance of LoAs until the date as on 12 months after the Effective Date. Also, any change in Delivery Point is allowed upto the date as on 12 months after the Effective Date. ...	The above configuration shall be identical to the “installed capacity” for which connectivity has been granted to the RPD under the GNA Regulations. The above configuration can be changed subsequent to issuance of LoAs until SCSD/extended SCSD. Also, any change in Delivery Point is allowed upto the deadline for Financial Closure as per Article 3.4 of the PPA. ...
8.	3.2.3	If the RPD fails to commence supply of power from the SCSD specified in this Agreement or any further extension thereof duly granted by SECI, subject to conditions mentioned in Article 4.5, SECI shall encash the Performance Bank Guarantee / Payment on Order Instrument equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 without prejudice to the other rights of SECI under this Agreement. The damages/dues recovered by SECI by encashing the PBG/POI under the PPA, shall be credited to the payment security fund maintained by SECI.	If the RPD fails to commence supply of power from the SCSD and in case of performance shortfall in power supply specified in this Agreement or any further extension thereof granted by SECI, subject to conditions mentioned in Article 4.5, SECI shall encash the Performance Bank Guarantee / Payment on Order Instrument equivalent to the amount calculated as per penalties applicable under Article 4.6 and Article 4.4.10 as on the date of encashment without prejudice to the other rights of SECI under this Agreement. It is to be noted that the damages/dues recovered by SECI by encashing the PBG/POI under the PPA, upon the default of the RPD shall be credited to the

			<p>payment security fund maintained by SECI under the PPA.</p> <p>Further, in case of delay in part/full commencement of supply of power beyond SCSD, prior to declaration of commencement of supply by the RPD from such part/full Contracted Capacity, the RPD shall be required to submit an additional PBG corresponding to the amount of applicable penalty, as per provisions of Article 4.6.1.(a), on that part/full Contracted Capacity.</p>
9.	3.3.1	<p>Subject to Article 3.2, SECI shall return / release the Performance Bank Guarantee / Payment on Order Instrument within 45 days after the successful commencement of power supply from the Project, after taking into account any penalty due to delays in commencement of power supply beyond the SCSD as per provisions stipulated in this Agreement. PBG may be returned on pro-rata basis subsequent to commencement of supply from part-capacity of the Project, based on the request by the RPD.</p>	<p>Subject to Article 3.2, SECI shall return / release the Performance Bank Guarantee / Payment on Order Instrument upon completion of one year after commencement of supply of power from the last part capacity/capacity finally accepted under the PPA, after taking into account any penalty due to delays in commencement of power supply beyond the SCSD and performance shortfall in supply of power as per provisions stipulated in this Agreement.</p>
10.	3.4	<p>New Article:</p> <p>3.4 Achievement of Financial Closure</p> <p>The RPD agrees and undertakes to duly perform and complete all of the following activities to achieve Financial Closure, at the RPD's own cost and risk, by the date as on 6 months prior to the SCSD/ extended SCSD:</p> <p>a) The RPD shall make Project financing arrangements and shall provide necessary certificates to SECI in this regard;</p> <p>b) The RPD shall submit the details of all planned/proposed solar panels, inverters, wind turbine generators, ESS and produce the documentary evidence (MoU/P.O./LoA/Agreements shall be submitted as evidence) of the same.</p>	
11.	3.5	<p>New Article:</p> <p>3.5 Consequences of non-achievement of Financial Closure</p> <p>3.5.1 In case of a failure to submit the documents as above, SECI shall encash the Performance Bank Guarantee/Payment on Order Instrument submitted by the RPD, and may terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the RPD in writing of at least seven (7) days. Unless extended as per provisions of Article 3.5.2 of this Agreement in writing, SECI may terminate this Agreement upon the expiry of the 7th day of the above notice.</p> <p>3.5.2 An extension, without any impact on the Scheduled Commencement of Supply Date, may</p>	

		<p>however be considered, on the sole request of RPD, on payment of Rs. 100/- per day per MW + applicable GST to SECI. Such extension charges are required to be paid to SECI in advance, for the period of extension required. In case of any delay in depositing this extension charge, RPD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1Year). In case such delay in making payment of the extension charges to SECI is more than 7 days, SECI may terminate this Agreement upon the expiry of such 7th day. In case of the RPD meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount deposited by the RPD shall be returned by SECI without interest. This extension will not have any impact on the Scheduled Commencement of Supply Date. Any extension charges paid so by the RPD, shall be returned to the RPD without any GST amount and interest on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date. However, in case the RPD fails to start commencement of power supply from the Contracted Capacity by Scheduled Commencement of Supply Date, the extension charges deposited by the RPD shall not be refunded by SECI. For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.</p>	
12.	4.1.1.i)	<p>Providing a discount of Rs. 0.02/kWh in the monthly billing which will be apportioned towards the payment security mechanism to be maintained under Article ____ of this Agreement. ...</p>	<p>Providing a discount of Rs. 0.02/kWh in the monthly billing which will be apportioned towards the payment security mechanism to be maintained under Article 10.1.1 of this Agreement. ...</p>
13.	4.1.1.p)	<p>New Article</p>	<p>The RPD shall be required to submit the progress status of the Project to SECI as and when requested by SECI, strictly within the timelines provided by SECI. Further, on 5th day of every calendar month, the RPD shall be required to submit the Project progress status as per Annexure-E of the RfS.</p>
14.	4.2.5	<p>The arrangement of connectivity shall be made by the RPD through a dedicated transmission line. ...</p>	<p>The arrangement of connectivity shall be made by the RPD through a transmission line. ...</p>
15.	4.2.6	<p>... the liability of inter-state transmission charges and losses shall be borne by the RPD. With respect to power being supplied from the ESS component, it is clarified that in case the renewable energy supplied from the ESS to the Buying Entity amounts to less than 51% of the total energy supplied in a Contract Year, the applicable ISTS-charges and losses being levied on such power being</p>	<p>... the liability of inter-state transmission charges and losses shall be borne by the RPD. In case of delay in commencement of power supply by the RPD even after the operationalization of GNA obtained by the Buying Entity, RPD shall be liable to pay the applicable CTU/STU transmission charges.</p>

		supplied from the ESS will be borne by the RPD.	
16.	4.4.3	The RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least 90% for each time-block, to be reconciled on monthly basis. “Demand Fulfilment Ratio” for a particular time-block shall be calculated as follows: $DFR = \frac{\text{Power Injection Scheduled by the RPD (MW)}}{\text{Demand (MW) specified by the Buying Entity (MW) for the corresponding time block}}$, subject to the max value of DFR being 1. The RPD’s performance against this metric will be measured by adding up the shortfalls in meeting the 90% requirement in individual time-blocks during the month in a Contract Year in which power has been scheduled.	The RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least 90% on a monthly basis. Further, for the period from April to October, RPD shall be required to maintain time-block wise DFR of at least 80%. In case of deviation in meeting 80% minimum DFR during the above mentioned time period, additional penalty for the shortfall from 80% DFR for the corresponding time-blocks shall be levied as per Clause 4.4.10. “Demand Fulfilment Ratio” for a particular time-block shall be calculated as follows: $DFR = \frac{\text{Power Injection Scheduled by the RPD (MW)}}{\text{Demand (MW) specified by the Buying Entity (MW) for the corresponding time block}}$, subject to the max value of DFR being 1. The RPD’s performance against this metric will be measured by calculating the average DFR of all the time-blocks during the month in a Contract Year in which power has been scheduled.
17.	4.4.4	... The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/other bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.	... The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/other bilateral agreements outside the PPA as per extant regulations, towards meeting the supply conditions stipulated in the RfS/PPA.
18.	4.4.6	In order to allow optimization of operation of RE Power generating systems, the RPD is allowed to supply power in excess of the Contracted Capacity in any time-block, to any third-party or power exchange without requiring any No-Objection Certificate (NOC) from SECI/Buying Entity. In this context, “Contracted Capacity in any time-block” refers to the power (MW) stipulated by the Buying Entity in a particular time-block, which the RPD is obligated to supply as per the provisions of this Agreement. The RPD ...	To allow optimization of operation of RE Power generating systems, the RPD is allowed to supply power in excess of the Specified Capacity in any time-block, to any third-party or power exchange without requiring any No-Objection Certificate (NOC) from SECI/Buying Entity. The RPD ...
19.	4.4.6	... In case such power is purchased by the Buying Entity, it shall be purchased at the	... In both the above cases, if such power is purchased by the Buying Entity, it shall be

		PPA tariff (plus SECI's trading margin). However, it may ...	purchased at the PPA tariff (plus SECI's trading margin). However, it may ...
20.	4.4.7	Any instance of third-party sale of power from the Project by the RPD, while the demand specified in the PPA remains unfulfilled, shall constitute a breach of RPD's obligations under the PPA and make the RPD liable for penalty @1.5 times of extant market rate/kWh (reference rate being the applicable rate on the Indian Energy Exchange (IEX)) for the quantum of such sale). However, this penalty will not be applicable in cases where Buying Entity/SECI does not schedule power within the demand profile. This penalty will be levied over and above the penalty for shortfall in meeting the minimum DFR requirement as per Article 4.4.10 below.	Any instance of third-party sale of power from the Project by the RPD, while the Specified Capacity in any time-block remains unfulfilled, shall constitute a breach of RPD's obligations and will be considered as RPD Event of Default under this Agreement. In such case of default, RPD shall be liable for an additional penalty @1.5 times of extant market rate/kWh (reference rate being the highest of the applicable rates in the DAM/ G-DAM/RTM of all the Power Exchanges operating in India on that day) for the quantum of such sale. However, this penalty will not be applicable in cases where Buying Entity/SECI does not offtake power as offered by the RPD within the Specified Capacity. This penalty will be levied over and above the penalty for shortfall in meeting the minimum DFR requirement as per Article 4.4.10 below.
21.	4.4.8	It is to be noted that the summation of generation schedule of RE Power to the Buying Entity from multiple sources and/or locations cannot be more than the Contracted Capacity specified in the PPA. The RPD may ...	It is to be noted that under this PPA, the summation of generation schedule of RE Power to the Buying Entity from multiple sources and/or locations cannot be more than the Specified Capacity as per this Agreement. The RPD may ...
22.	4.4.10	.... in case the DFR demonstrated by the RPD is less than 90% in a particular time-block, such shortfall in performance...	.... in case the monthly average DFR demonstrated by the RPD is less than 90% for a particular month, such shortfall in performance...
23.	4.4.10	... The amount of such penalty will be equal to 1.5 times the Applicable Tariff corresponding to the energy units not supplied by the RPD ...	... The amount of such penalty will be equal to 1.5 times the Applicable Tariff corresponding to the energy units not scheduled by the RPD as per the demand profile annexed to this Agreement ...
24.	4.4.11	....For each month in a Contract Year, the above data will be required to be submitted by the RPD to SECI within 10 calendar days after expiry of the previous month, for verification of the performance parameters for calculating applicable penalty on account of shortfall.	....For each month in a Contract Year, the above data will be required to be submitted by the RPD to SECI after publishing of REA for the said month, for verification of the performance parameters for calculating applicable penalty on account of shortfall.
25.	4.6.4	Article modified as follows:	

		Penalty on account of shortfall in Project performance during the first Contract Year shall be recovered by encashing this BG, in case not paid by the RPD. The PBG submitted in lieu of timely commencement of power supply shall be retained by SECI in lieu of the above penalty. Penalty for shortfall in DFR shall be adjusted by SECI against monthly bills of the RPDs.	
26.	4.8.1	Addendum to the Article	The RPD shall provide full support to SECI and/or the third party in this regard.
27.	4.9.1	The Parties herein agree that during the subsistence of this Agreement, subject to SECI complying of its obligations & ...	The Parties herein agree that during the subsistence of this Agreement, subject to SECI being in compliance of its obligations & ...
28.	5.5	<p>Article Modified as follows:</p> <p>The RPD shall commission the Project in line with provisions of the Grid Code. The RPD shall provide 90 days preliminary commissioning notice and 30 days advance commissioning notice to SECI & Buying Entity. In line with this regulation, the RPD proposing the Project, or its part (including single component), for trial run or repeat of trial run shall give a notice of not less than seven (7) days to the concerned RLDC, Buying Entity(ies), and SECI. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required.</p> <p>The RPD shall submit requisite documents as mentioned below, at least 30 days prior to trail run of the Project –</p> <ol style="list-style-type: none"> i. Intimation regarding the timeline for commencement of supply of power from the Project. ii. Copy of CON-4 report submitted to CTU. iii. CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, WTGs, ESS component(s), inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the RPD to obtain the certificate. iv. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/ any other concerned authority as applicable. v. Plant Layout, Plant (AC & DC) SLD. vi. Affidavit certifying that the RPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying SECI against any discrepancies in the above details. vii. Affidavit from the RPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying SECI against any discrepancies in the above details. viii. Documents to establish the compliance of technical requirement as per PPA/RfS. ix. Invoices against purchase of the Solar PV modules, WTGs, ESS component(s), Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory. x. In addition to the above, the RPD shall provide coordinates of WTGs, KML files for the Solar PV component (specifying each block), details of energy storage systems, RLMM/ALMM certificates, insurance documents of Project, online monitoring facility as 	

		<p>per the RfS.</p> <p>It is clarified that SECI shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the RPD shall be required to obtain No-objection certificate (NOC) from SECI prior to declaration of commissioning/COD of the Project.</p> <p>SECI's scope will be limited to verifying the installation of rated capacity(ies) of the Project, as per the COD certificate submitted by the RPD. This verification will be at SECI's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by SECI. Prior to declaration of commencement of power supply, the RPD shall submit COD certificate for the corresponding Installed Capacity as part of the requisite documents.</p> <p>The date of onset of commercial offtake of power by SECI/Buying Entity shall be determined as the date of commencement of power supply under the RfS/PPA.</p>	
29.	5.7	<p>Addendum to the Clause</p> <p>Further, in case of part commencement of supply of power, the demand profile to be met by the RPD shall be proportionately reduced and any power being supplied over and above the modified demand profile shall be treated as excess power under the respective RfS/PPA provisions. As the RPD commences supply of power in various parts, the demand profile to be met shall increase proportionately until the commencement of power supply from full Contracted Capacity/ capacity finally accepted under the PPA is reached.</p>	
30.	5.8	SECI & RPD agree that for the purpose of commencement of the supply of electricity by RPD to SECI, liquidated damages for delay etc., ...	SECI & RPD agree that for the purpose of commencement of the supply of electricity by RPD to SECI, penalties for delay etc., ...
31.	9.2	... In case SECI/Buying Entity agree to purchase power from a date prior to the SCSD, such power shall be purchased at the Applicable Tariff plus SECI's trading margin.	... In case SECI/Buying Entity agree to purchase power from a date prior to the SCSD, such power shall be purchased at the Applicable Tariff.
32.	10.1.1	Pursuant to Article 4.1.1 (i), SECI shall set up a payment security fund for RE Projects in order to ensure timely payment to the RPD. This fund ...	Pursuant to Article 4.1.1 (i), SECI may set up a payment security fund for RE Projects in order to ensure timely payment. The fund will be created as per the Guidelines and Payment Security Mechanism (PSM) guidelines, if any. This fund ...
33.	10.1.3	For the purpose of payment of the bills raised by the RPD(s), in case Energy Account is published on cumulative basis, payment to the RPD(s) for the energy delivered shall be apportioned based on JMR taken for the RPD's Project at the Pooling substation/metering Point. Energy	For the purpose of the bills raised by the RPDs, as per the Regional Energy Account published by the RPC, in case of cumulative supply, payment to the RPD(s) for the energy delivered shall be determined as per the segregation of the energy account provided by all the RPDs as per their respective schedules (to be provided in the

		delivered shall be determined as per the segregation of the energy account provided by all the RPDs as per their schedule (to be provided in the form of annexure that will be attested by all the RPDs).	form of annexure that will be attested by all the RPDs).
34.	10.5.2	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall, within thirty (30) days of receiving such Bill, issue a notice....	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount or 50% of the invoice amount, whichever is higher, and it shall, within thirty (30) days of receiving such Bill, issue a notice....
35.	10.5.7	... without prejudice to its right to Dispute, be under an obligation to make payment of 50% of the invoice amount in the Monthly Bill.	... without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount or 50% of the invoice amount, whichever is higher, in the Monthly Bill.
36.	13.5	If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, termination of this Agreement shall be caused solely at the discretion of SECI and there shall not be any liability (to SECI) arising out of such termination. ...	If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, termination of this Agreement shall be caused solely at the discretion of SECI after obtaining consent of Buying Entity and there shall not be any liability (to SECI/Buying Entity) arising out of such termination.
37.	15.1	... In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 20 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPD to SECI.	... In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 20 Lakh + 18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPD to SECI.
38.	Schedule 4	Modified Schedule is enclosed with this Amendment.	
Amendments in the PSA document			
1.	Recital A	The Government of India has announced India's Climate action plan, which has, inter-alia, provided a target to achieve 500 GW non-fossil energy capacity by 2030.	The Government of India has announced the Policy for promotion of the renewable energy-based project installation in the country and has set an ambitious target to achieve 500 GW of non-fossil-based installed energy capacity by the year 2030;
2.	Recital C	SECI has been designated as a Nodal Agency for developing and facilitating ...	SECI has been designated as a Renewable Energy Implementing Agency (REIA) for developing and facilitating ...

3.	Recital D	SECI had initiated a Tariff Based Competitive Bid Process for procurement of 500 MW Firm and Dispatchable ...	SECI had initiated a Tariff Based Competitive Bid Process for procurement of 1260 MW Firm and Dispatchable ...
4.	Recital II	... whichever is more, SECI and/or the Buying Entity shall obtain adoption of tariff from its State Electricity Regulatory Commission (SERC) and/or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Purchase Agreement entered into between SECI and the RPD. The Parties agree that in the event the order of adoption of tariff as mentioned above is not issued by the SERC and/or CERC (as applicable) within the time specified above, this shall entail a corresponding extension in the Scheduled Commencement of Supply Date (SCSD) of the Projects for equal number of days for which the CERC/SERC order has been delayed beyond the above deadline.	... whichever is more, SECI shall obtain adoption of tariff from Appropriate Commission, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Purchase Agreement entered into between SECI and the RPD. The Parties agree that in the event the order of adoption of tariff as mentioned above is not issued by the Appropriate Commission within the time specified above, this shall entail a corresponding extension in the Scheduled Commencement of Supply Date (SCSD) of the Projects for equal number of days for which the Appropriate Commission order has been delayed beyond the above deadline.
5.	Recital	XIV. The Buying Entity shall coordinate with the respective STU and facilitate grant of necessary NOC for drawl of power, as required by the RPD.	Deleted.
6.	Recital	XIII. The Buying Entity shall be responsible for obtaining Grid Access as per the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, and for obtaining any Grid Access/NOC/clearance from the respective State Transmission Utility (STU)/SLDC, at its own risk and cost. The Buying Entity is required to file the GNA application and NOC application within 30 days of signing of PSA. It is clarified that in case the Detailed Procedure under the GNA regulations are not enforced until the Project commissioning, the RPD and the Buying Entity(ies) shall abide by the current	XIV. The Buying Entity shall be responsible for obtaining Grid Access as per the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, and for obtaining any Grid Access/NOC/clearance from the respective State Transmission Utility (STU)/SLDC, at its own risk and cost. The Buying Entity(ies) is required to obtain the open access/grid access application as per extant regulations for power evacuation from delivery point(s). The Buying Entity(ies) shall ensure that they obtain the GNA prior to Scheduled Commencement of Supply Date or actual commencement of supply of power under the PSA, whichever is earlier. In case of failure to obtain the GNA by the above deadline, all the

		Procedure under applicable CERC regulations. In such a scenario, the responsibility of obtaining LTA will be that of the RPD. In the alternate scenario, no such requirement will be applicable on the RPD.	charges pertaining to supply of power (including but not limited to t-GNA charges, DSM charges, etc.) shall be borne by Buying Entity.
7.	1.2	... However, energy procurement from the Project upon early part/ full commencement of power supply from the Project shall be subject to the approval of the Buying Entity. Such intimation regarding consent to procure energy from early ...	... However, energy procurement from the Project upon early part/ full commencement of power supply from the Project prior to SCSD shall be subject to the approval of the Buying Entity. Such intimation regarding consent to procure energy from early ...
8.	2.3	Addendum to the Article	Supplementary bill for LPS will be issued by SECI based on adjustment of payment towards LPS already done as per LPS rules 2022 including its subsequent amendments and clarifications.
9.	2.4	For payment of any Bill on or before Due Date, the Rebate shall be paid by the SECI to Buying Entity in the following manner: ...	For payment of any Bill including supplementary bill on or before Due Date, the Rebate shall be paid by the SECI to Buying Entity in the following manner: ...
10.	2.4.c)	No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess etc.	Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess etc.
11.	2.5.2	Addendum to the Article: Provided that if Buying Entity (Deemed Distribution Licensee) is not covered under the “Implementation of the Electricity (Late Payment Surcharge and related matters) Rules, 2022” issued by Ministry of Power vide OM dated 12.08.2022, the above phrases “110% of the estimated average monthly billing” and “110% of average of the monthly tariff payments of the previous Contract year billing” shall be substituted with “210% of the estimated average monthly billing” and “210% of average of the monthly tariff payments of the previous Contract year” respectively. Further, provided that if the Buying Entity (Deemed Distribution Licensee) is not covered by the State Government Guarantee (including the Tri-Partite Agreement or TPA) or is unable to provide State Government Guarantee (including the Tri-Partite Agreement or TPA), the above phrases “110% of estimated average monthly billing” and “110% of average of the monthly tariff payments of the previous Contract year billing” shall be substituted with “210% of three times the estimated average monthly billing” and “210% of three times average of the monthly tariff payments of the previous Contract year” respectively. Furthermore, provided that if the Buying Entity is other than Deemed Distribution Licensee,	

		the above phrases “110% of estimated average monthly billing” and “110% of average of the monthly tariff payments of the previous Contract year billing” shall be substituted with “210% of six times the estimated average monthly billing” and “210% of six times average of the monthly tariff payments of the previous Contract Year” respectively.	
12.	2.8.1	<p>Modified as follows:</p> <p>Notwithstanding anything to the contrary contained in this Agreement, SECI shall be entitled to but not obligated to regulate supply of Power of the Buying Utility in case of:</p> <p>a. Default in making payment by the 15th day after the Due Date of the Buying Utility.</p> <p>b. non-maintenance of Payment Security Mechanism as per Article 2.5, provided that advance payment of at least one month shall constitute payment security if there are no outstanding dues.</p> <p>SECI shall issue the Notice for Regulation of Power Supply on the date above and shall give a notice of 15 days to start the regulation on the 16th day thereafter in accordance with Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 as amended and notified from time to time.</p>	
13.	2.9.2.	If Buying Entity disputes the amount payable under a Monthly Bill it shall pay undisputed amount of the invoice amount and it shall within fifteen (15) days of receiving such Bill, ...	If Buying Entity disputes the amount payable under a Monthly Bill it shall pay undisputed amount of the invoice amount or 50% of the invoice amount, whichever is higher, and it shall within fifteen (15) days of receiving such Bill, ...
14.	2.9.7	... be under an obligation to make payment of 50% of the invoice amount in the Monthly Bill.	... be under an obligation to make payment of undisputed amount or 50% of the invoice amount, whichever is higher, in the Monthly Bill.
15.	2.11.3	The provisions of Article 4.4 of the PPA shall be applicable mutatis mutandis to this ...	The provisions of Article 4.4 of the PPA shall be applicable mutatis mutandis to this ...
16.	2.11.3	... (enclosed as Annexure- ___ of the PPA). ...	... (enclosed as Schedule-3 of the PPA). ...
17.	2.11.6	The compensation as per Article 4.4.3 of the PPA ...	The penalty as per Article 4.4.3 of the PPA ...
18.	3.3	If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.5.3 of the PPA; termination of the PPA shall be caused solely at the discretion of SECI. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.	If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.5.3 of the PPA; termination of the PPA shall be caused solely at the discretion of SECI after obtaining consent of Buying Entity. In this case, SECI shall intimate the Buying Entity and the Buying Entity shall provide its response within 30 days, unless extended by SECI. In the absence of any response from the Buying Entity within this period, the Buying Entity will be deemed to have given its consent to SECI's

			decision in this regard. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.
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**ILLUSTRATION FOR PENALTY APPLICABLE AGAINST SHORTFALL IN DEMAND
FULFILMENT RATIO (DFR)**

For any typical month				
Day	Time-block	Power Scheduled by the RPD during a particular Day (A), MW	Specified Capacity (B), MW	DFR (C) = $\min(A/B, 1)^{\#}$
01-Mar	00:00-00:15	190	215	0.8837
01-Mar	00:15-00:30	190	215	0.8837
01-Mar	00:30-00:45	190	215	0.8837
01-Mar	00:45-01:00	190	215	0.8837
01-Mar	01:00-01:15	190	215	0.8837
01-Mar	01:15-01:30	190	215	0.8837
...
07-Mar	06:45-07:00	400	440	0.9090
07-Mar	07:00-07:15	390	430	0.9069
07-Mar	07:15-07:30	390	430	0.9069
07-Mar	07:30-07:45	390	430	0.9069
07-Mar	07:45-08:00	390	430	0.9069
07-Mar	08:00-08:15	390	430	0.9069
...
25-Mar	14:45-15:00	360	400	0.9000
25-Mar	15:00-15:15	350	390	0.8974
25-Mar	15:15-15:30	350	390	0.8974
25-Mar	15:30-15:45	350	390	0.8974
25-Mar	15:45-16:00	350	390	0.8974
...
31-Mar	23:00-23:15	380	420	0.9047
31-Mar	23:15-23:30	380	420	0.9047
31-Mar	23:30-23:45	380	420	0.9047
31-Mar	23:45-24:00	380	420	0.9047
	Mean DFR for all time-blocks for this month, DFR_a (Mean of Column C)			0.8945

#Values of DFRs will be considered up to 4 places of decimal for the purpose of calculation of penalties for shortfall in meeting the DFRs.

Total Demand (MUs) for the month (as per Schedule-3 of the PPA) (D)	$= \sum \mathbf{B} \times (1/4) / 1000$ = 278.6125
PPA Tariff (Rs./kWh)	= P
Min. DFR to be maintained as per the RfS (DFR_{min})	= 0.9 (as per Clause 8.1.c)
Actual monthly DFR (DFR_a)	=0.8945 (Considering power scheduled for the entire month to be the same)
Penalty for shortfall in the DFR (in Lakhs)	$= D \times (DFR_{min} - DFR_a) \times P \times 1.5 \times 10$ {if $DFR_a < DFR_{min}$ }; OR $= 0$ {if $DFR_a > DFR_{min}$ }
<p>Illustration: Assuming PPA tariff (P) of Rs. 4.30 /kWh, Penalty for shortfall for this month = $278.6125 \times (0.9 - 0.8945) \times 4.30 \times 1.5 \times 10$ = Rs. 98.83778 Lakhs = Rs. 98,83,778</p>	

FORMAT FOR PROJECT PROGRESS STATUS OF ISTS-CONNECTED RE POWER PROJECT

S. No	Description	Reviewed on _____ (if applicable)	Present status	Remarks
		M/s _____ (Project ID & Contracted Capacity) Effective Date of PPA: _____ Original/ Scheduled Commencement of Supply date: _____ Actual Commencement of Supply date(s) (with capacity): _____	M/s _____ (Project ID & Contracted Capacity) Effective Date of PPA: _____ Original/ Revised Scheduled Commencement of Supply date: _____ Actual Commencement of Supply date(s) (with capacity): _____	
1	Status of connectivity (Inter connection voltage level)			
	Connectivity start date			
	Bay installation status			
2	Land Arrangement status with Acquisition details			
	Identification (Yes/No)			
	Location (Kindly provide the location co-ordinates)			
	Status of Ownership			
	Total area required for the Project (in acres)			
	Extent of land acquired (in acers) (%)			
	Land procurement (Yes/No)			
	Land Conversion (Yes/No)			
	Land title (ownership/land lease allotment in the name of Developer) completed/partially completed, same shall be given in acres			
	Solar land- Location (Co-ordinates)			

	Wind land- Location (Co-ordinates)			
	ESS land- Location (Co-ordinates)			
3	Status of financing arrangements			
	Equity tie-up			
	Financial closure status			
	Financial lender details			
	Status of Debt			
	Sanction/ Disbursement from Bank			
	Name of Bank			
4	Status of Clearances (if applicable)			
	MoD (land area in acres to be specified)			
	Forest (land area in acres to be specified)			
	Mining (land area in acres to be specified)			
	Local Body (land area in acres to be specified)			
	Any other clearances			
5	Status of Transmission line including distance and rating			
	Total distance of transmission line in km			
	Voltage Rating of transmission line			
6	Design status of Project			
	No. of Solar block along with capacity in MW			
	Inverter capacity in MW			
	Inverter transformer capacity in MVA			
	No. of WTGs along with capacity (height & capacity)			
	No. of ESS along with capacity (in MW and MWh)			
7	Design status of Substation			
	Voltage rating of Substation			
	No. of Bays planned			

	Location of Substation (land Co-ordinates)			
8	Design status of Transmission line towers and No. of Towers foundations expected			
	Tower schedule status			
	No. of towers expected (In Nos.)			
9	Supply Status			
	PO status of MMS, Modules, Inverter, WTGs, Power transformer, Inverter transformer, transmission line tower stubs, structure)			
	Supply status of Modules to site (%)			
	Supply status of Inverter (%)			
	Supply status of WTGs (%)			
	Supply status of ESS (%)			
	Supply status of Power Transformer (%)			
	Supply status of Inverter Transformer (%)			
	Supply status of transmission line towers stubs (%)			
	Supply status of transmission line towers structure (%)			
	Overall status of supply (%)			
10	Civil work status			
	Solar- pile works status (No. of piles for the Project vs. completed status)			
	Wind-Foundation work status (No. of WTG's for the Project vs. completed status)			
	Substation-foundation work status (No. of equipment foundation for the substation vs. completed status)			
	Transmission line-Foundation work status (No. of tower foundation for the project vs. completed)			
11	Erection			

	Solar panels- Erected capacity			
	Wind turbine-Erected capacity			
	ESS- Installed capacity			
	S/s Equipment erection status			
	Transformer erection			
	Equipment erection			
	Pre-commissioning status			
	T/L-Tower erection in Nos.			
	T/L-Stringing in km			
12	Pre-commissioning Status			

**REVISED SCHEDULE 4 OF THE PPA: ILLUSTRATION FOR PENALTIES APPLICABLE
AGAINST SHORTFALL IN DEMAND FULFILMENT RATIO (DFR)**

For any typical month				
Day	Time-block	Power Scheduled by the RPD during a particular Day (A), MW	Specified Capacity (B), MW	DFR (C) = $\min(A/B, 1)^{\#}$
01-Mar	00:00-00:15	190	215	0.8837
01-Mar	00:15-00:30	190	215	0.8837
01-Mar	00:30-00:45	190	215	0.8837
01-Mar	00:45-01:00	190	215	0.8837
01-Mar	01:00-01:15	190	215	0.8837
01-Mar	01:15-01:30	190	215	0.8837
...
07-Mar	06:45-07:00	400	440	0.9090
07-Mar	07:00-07:15	390	430	0.9069
07-Mar	07:15-07:30	390	430	0.9069
07-Mar	07:30-07:45	390	430	0.9069
07-Mar	07:45-08:00	390	430	0.9069
07-Mar	08:00-08:15	390	430	0.9069
...
25-Mar	14:45-15:00	360	400	0.9000
25-Mar	15:00-15:15	350	390	0.8974
25-Mar	15:15-15:30	350	390	0.8974
25-Mar	15:30-15:45	350	390	0.8974
25-Mar	15:45-16:00	350	390	0.8974
...
31-Mar	23:00-23:15	380	420	0.9047
31-Mar	23:15-23:30	380	420	0.9047
31-Mar	23:30-23:45	380	420	0.9047
31-Mar	23:45-24:00	380	420	0.9047
Mean DFR for all time-blocks for this month, DFR_a (Mean of Column C)				0.8945

#Values of DFRs will be considered up to 4 places of decimal for the purpose of calculation of penalties for shortfall in meeting the DFRs.

Total Demand (MUs) for the month (as per Schedule-3 of the PPA) (D)	= $\sum \mathbf{B} \times (1/4) / 1000$ = 278.6125
PPA Tariff (Rs./kWh)	= P
Min. DFR to be maintained as per the RfS (DFR_{min})	= 0.9 (as per Clause 8.1.c)
Actual monthly DFR (DFR_a)	=0.8945 (Considering power scheduled for the entire month to be the same)
Penalty for shortfall in the DFR (in Lakhs)	= $D \times (DFR_{min} - DFR_a) \times P \times 1.5 \times 10$ {if $DFR_a < DFR_{min}$ }; OR = 0 {if $DFR_a > DFR_{min}$ }
<p>Illustration: Assuming PPA tariff (P) of Rs. 4.30 /kWh, Penalty for shortfall for this month = $278.6125 \times (0.9 - 0.8945) \times 4.30 \times 1.5 \times 10$ = Rs. 98.83778 Lakhs = Rs. 98,83,778</p>	