

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/11/0007/23-24/Amendment-01

Date 17.11.2023

Amendment-01 to RfS for Selection of Solar Power Developers for Setting up of 1000 MW ISTS-connected Solar PV Power Projects in India under Tariff-Based Competitive Bidding (SECI-ISTS-XII)			
RfS No. SECI/C&P/IPP/11/0007/23-24 dated 13.10.2023			
Sr. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	General	<p>1. It is hereby clarified that in case a bidder opts for coverage under the PSM in line with Clause 18.3 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 SPD 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 18.3 of the RfS, it shall not be eligible to be covered under the PSM for the entire term of the PPA.</p> <p>2. The term “distribution licensee” indicated in the RfS, PPA and PSA documents shall mean “Buying Entity” as defined.</p>	
2.	1.6	<p>Modified as follows:</p> <p>Bidders who have already commissioned Solar PV 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.	3.1	Under this RfS, the Solar Power Developer (SPD) shall be required to set up ISTS-connected Solar PV Power Projects, with the primary objective of supplying Solar Power to SECI, as per the provisions of the RfS and PPA.	Under this RfS, the Solar Power Developer (SPD) shall be required to set up ISTS-connected Solar PV Power Projects, including the transmission network up to the Interconnection/ Delivery Point with the primary objective of supplying Solar Power to SECI, at its own cost and as per the provisions of the RfS and PPA.
4.	3.2	Identification of land, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the ISTS network for supply of power to SECI, will be under the	Identification of land, installation and ownership of the Project, along with obtaining connectivity and necessary approvals and interconnection with the ISTS network/STU or InSTS network (as applicable) for supply of

		scope of the SPD.	power to SECI, will be under the scope of the SPD. For the purpose of STU interconnection, SPD may install the Project in the same State where the Buying Entity is located.
5.	6.4	The SPDs are free to change the Project location until the SCSD. ...	The SPDs are free to change the Project location and/or Delivery Point up to the deadline for Financial Closure as per Clause 9.3. The above change in Delivery Point shall be allowed by SECI only in case the scheduled commissioning date of the ISTS-substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval from SECI by the SPD. ...
6.	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/InSTS 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 SPD 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 ...
7.	7.3	The arrangement of connectivity can be made by the SPD through a dedicated transmission line up to the Interconnection Point. ...	The arrangement of connectivity can be made by the SPD through a transmission line up to the Interconnection Point. ...
8.	7.11	The SPD has to follow the timelines mentioned in the GNA regulation with respect to Connectivity. In case, connectivity has been revoked due to non-compliance of SPD, then the same may be considered as SPD's Event of Default and shall be dealt as per the provision of PPA.	The SPD has to follow the timelines mentioned in the GNA regulation with respect to Connectivity. In case the connectivity gets revoked due to non-compliance of SPD, in such case the capacity may not be off-taken and SPD will keep SECI/Buying Entity indemnified from any losses; further, the SPD

		After fulfilling the compliances, in case the SPD fails to obtain the connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the SPD to SECI. In such case the SPD will be allowed for another 30 days for applying connectivity from the date of rejection by the CTU.	shall be liable for any penalty for non-performance as specified in the RfS/PPA. After fulfilling the compliances, in case the SPD fails to obtain the full/ part connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the SPD to SECI. In such case the SPD will be allowed for another 90 days to apply for connectivity from the date of rejection by the CTU.
9.	9	<i>Commencement of Power Supply</i>	<i>Financial Closure and Commencement of Power Supply</i>
10.	9	<p>Modified as follows:</p> <p>The SPD shall commission the Project in line with provisions of the Grid Code. In line with this regulation, the SPD 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 SPD 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"> Intimation regarding the timeline for commencement of supply of power from the Project. Copy of CON-4 report submitted to CTU. Installation report duly signed by the authorized signatory as per Annexure-C of the RfS. The SPD is advised to take due care in furnishing such Installation Report. CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the SPD to obtain the certificate. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/ any other concerned authority as applicable. Plant Layout, Plant (AC & DC) SLD. Affidavit certifying that the SPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying SECI against any discrepancies in the above details. Affidavit from the SPD 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. Documents to establish the compliance of technical requirement as per PPA/RfS. Invoices against purchase of the Solar PV modules, 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. In addition to the above, the SPD shall provide KML files for the Solar PV component (specifying each block), ALMM certificates, insurance documents of Project, online monitoring facility as per the RfS. 	

		<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 SPD 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 SPD. 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 SPD 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>
11.	9.3	<p>New Clause:</p> <p><u>9.3 Financial Closure or Project Financing Arrangements</u></p> <p>9.3.1 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).</p> <p>9.3.2 At the stage of Financial Closure, the SPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the SPD 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 SPD shall also submit details of all planned/ proposed solar panels and inverters (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.</p> <p>9.3.3 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 SPD, 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 SPD 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 SPDs 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 SPDs 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 SPDs 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</p>

		<p>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.</p> <p>9.3.4 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.</p>	
12.	11	<p>... 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.</p> <p>...</p>	<p>... such power will be purchased by SECI at the PPA tariff and sold to the Buying Entity at the PSA tariff and other terms and conditions of power procurement may be in reference of the PPA & PSA on back-to-back basis.</p> <p>...</p>
13.	14	<p>Under this RfS, the SPD shall set up the Project 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 and/or dedicated transmission network up ...</p>	<p>Under this RfS, the SPD shall set up the Project 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 and/or transmission network up ...</p>
14.	20.1	<p>... Further at the time of bid submission, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA. ...</p>	<p>... Further at the time of bid submission, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for each month in a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA, as per Appendix-I and II of the Covering Letter (Format-7.1). ...</p>
15.	20.6	<p>Addendum to the Clause</p>	<p>Power procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entities at the discretion of SECI, in consultation with Buying Entities. Various provisions provided in the SECI-SPD PPA shall mutatis mutandi apply to PSA between SECI and Buying</p>

			Entity, however, PSA signed with Buying Entities could be in elaborated form or in short form as per consultation done with Buying Entities.
16.	20.7	The SPDs will be free to reconfigure and repower their plants from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8.1 above. ...	The SPDs will be free to repower the Projects from time to time during the PPA duration at its own risk and cost, pursuant to Clause 8.1 above. ...
17.	20.9	Addendum to the Clause	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.
18.	42.24	... injected into the identified ISTS Substation (including the dedicated transmission line connecting injected into the identified ISTS Substation (including the transmission line connecting ...
19.	42.25	“INTERMEDIARY PROCURER” shall mean a trader who shall aggregate the power purchased from different RE Projects and sell it to the distribution licensee(s).	“INTERMEDIARY PROCURER” shall mean a trader who shall aggregate the power purchased from different RE Projects and sell it to the Buying Entity(ies).
20.	42.43	... The Project shall include all units/modules, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to The Project shall include all units/modules, auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, transmission line up to ...
21.	Format- 7.1 Clause 3A	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 1.6 of the RfS. <i>(applicable only in case of already commissioned Projects)</i>
22.	Format- 7.2	Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfS.	Deleted
23.	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	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

		supply in terms of the PPA.	commencement of power supply in terms of the PPA.
Amendments in the PPA document			
1.	Recital C	SECI has been designated as a Nodal Agency for developing and facilitating the establishment of the Grid connected Solar Power capacity in India in terms of the above Policy of the Government of India.	SECI has been designated as a Renewable Energy Implementing Agency (REIA) for developing and facilitating the establishment of the Grid connected Solar Power capacity in India in terms of the above Policy of the Government of India;
2.	Recital D	... issued by SECI vide RfS No..... dated.....	... issued by SECI vide RfS No..... dated..... including its subsequent amendments and clarifications, if any.
3.	1.1 “Affiliate”	shall mean a person who controls, is controlled by, or is under the common control with such Company. The expression ‘control’ shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors;	shall have the same meaning as contained in the RfS document;
4.	1.1 “Appropriate Commission”	Unless otherwise stated, Appropriate Commission shall mean Central Electricity Regulatory Commission;	Unless otherwise stated or the context requires, Appropriate Commission shall mean Central Electricity Regulatory Commission;
5.	1.1 “Buying Entity” or “Buying Utility”	shall mean the distribution companies or distribution licensees or buying entity in any State or any bulk consumer who has agreed to purchase the Solar Power from SECI and has signed/will sign the Power Sale Agreement with SECI. It is clarified that all obligations of SECI under this Agreement shall be deemed to be the obligations of Buying Entities with which SECI has signed/will sign Power Sale Agreement.	shall mean an End Procurer as defined in the Guidelines who has agreed to purchase the Solar Power from SECI and has signed/will sign the Power Sale Agreement with SECI. It is clarified that all obligations of SECI under this Agreement shall be deemed to be the obligations of Buying Entities with which SECI has signed/will sign Power Sale Agreement.
6.	1.1 “Delivery Point”/ “Interconnection Point”	shall mean the point at the voltage level of 220 kV or above of the ISTS Sub-station including the dedicated transmission line connecting the ...	shall mean the point at the voltage level of 220 kV or above of the ISTS Sub-station including the transmission line connecting the ...
7.	1.1 “Solar Power Project” or “Power	... The project shall includes all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission	... The project shall includes all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system

	Project” or “Project”	system in the switchyard, dedicated transmission line up to the ...	in the switchyard, transmission line up to the ...
8.	3.1.2	The above configuration shall be identified to the “installed capacity for which connectivity has been granted to the SPD under the GNA regulations. Also, any change in Delivery Point is allowed up to the date as on 12 months after the Effective Date. The above change in Delivery Point ...	The above configuration shall be identical to the “installed capacity” for which connectivity has been granted to the SPD under the GNA Regulations. Also, any change in Delivery Point is allowed up to the deadline for Financial Closure as per Article 3.4 of the PPA. The above change in Delivery Point ...
9.	3.4	<p>New Article:</p> <p>3.4 Achievement of Financial Closure</p> <p>The SPD agrees and undertakes to duly perform and complete all of the following activities to achieve Financial Closure, at the SPD’s own cost and risk, by the date as on 6 months prior to the SCSD/ extended SCSD:</p> <p>a) The SPD shall make Project financing arrangements and shall provide necessary certificates to SECI in this regard;</p> <p>b) The SPD shall submit the details of all planned/proposed solar panels, and inverters and produce the documentary evidence of the same.</p>	
10.	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 SPD, and may terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the SPD 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 however be considered, on the sole request of SPD, 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, SPD 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 SPD 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 SPD 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 SPD, shall be returned to the SPD 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</p>	

		SPD fails to start commencement of power supply from the Contracted Capacity by Scheduled Commencement of Supply Date, the extension charges deposited by the SPD shall not be refunded by SECI. For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.	
11.	4.1.1.b)	... by the SPD shall only be a voluntary endeavour with no intention of being bound by any legal or binding obligation.	... by the SPD shall only be a voluntary facilitating endeavor on the part of SECI with no intention of being bound by any legal or binding obligation.
12.	4.1.1.i)	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. ...	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. ...
13.	4.2.5	The arrangement of connectivity shall be made by the SPD through a dedicated transmission line. ...	The arrangement of connectivity shall be made by the SPD through a transmission line. ...
14.	4.4.2	Any excess generation over and above as per Article 4.4.1, may be purchased by SECI at the tariff as per Article 9, provided the Buying Entity consents to purchase such power at the Applicable Tariff plus SECI's Trading margin. ...	Any excess generation over and above as per Article 4.4.1, may be purchased by SECI at the tariff as per Article 9, provided the Buying Entity consents to purchase such power at the Applicable Tariff as per PSA. ...
15.	4.4.2	... other competent agency. Any energy produced and flowing into the grid before SCSD shall not be at the cost of SECI. SECI may agree to buy such power at a tariff as agreed to between SECI and the Buying Entity (including SECI's trading margin), provided the Buying Utility consents for purchase of such power.	... other competent agency.
16.	4.6.1.(a)	Addendum to the Article	For the purpose of calculation of penalty, a 'month' shall comprise of 30 days.
17.	5.5	Article Modified as follows: The SPD shall commission the Project in line with provisions of the Grid Code. In line with this regulation, the SPD 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 SPD shall submit requisite documents as mentioned below, at least 30 days prior to trail run of the Project – i. Intimation regarding the timeline for commencement of supply of power from the Project. ii. Copy of CON-4 report submitted to CTU. iii. Installation report duly signed by the authorized signatory as per Annexure-C of the RfS. The	

		<p>SPD is advised to take due care in furnishing such Installation Report.</p> <p>iv. CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the SPD to obtain the certificate.</p> <p>v. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/ any other concerned authority as applicable.</p> <p>vi. Plant Layout, Plant (AC & DC) SLD.</p> <p>vii. Affidavit certifying that the SPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying SECI against any discrepancies in the above details.</p> <p>viii. Affidavit from the SPD 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.</p> <p>ix. Documents to establish the compliance of technical requirement as per PPA/RfS.</p> <p>x. Invoices against purchase of the Solar PV modules, 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>xi. In addition to the above, the SPD shall provide KML files for the Solar PV component (specifying each block), ALMM certificates, insurance documents of Project, online monitoring facility as 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 SPD 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 SPD. 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 SPD 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>	
18.	5.10	New Article	In additions to the requirements mentioned above, SPD shall also comply with all the requirements as mentioned in the Indian Electricity Grid Code.
19.	8.1.1	... Implementation and Support Agreement and under the applicable laws.	... Implementation and Support Agreement (if applicable) and under the applicable laws.
20.	9.2	In case of early part/full commencement of power supply from the project, till SCSD, the SPD will be free to sell the electricity	In case of early part/full commencement of power supply from the project, till SCSD, the SPD will be free to sell the electricity

		generated, to any entity other than the SECI/ Buying Entity(ies), only after giving the first right of refusal to the SECI/Buying Entity(ies). SECI shall provide refusal within 15 (fifteen) days from the receipt of the request for early part/full commencement of power supply from the Project, beyond which it would be considered as deemed refusal. 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.	generated, to any entity other than the SECI/ Buying Entity(ies), only after giving the first right of refusal to the SECI/Buying Entity(ies). SECI shall provide refusal within 15 (fifteen) days from the receipt of the request for early part/full commencement of power supply from the Project, beyond which it would be considered as deemed refusal. 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. Any energy produced and flowing into the grid before SCSD shall not be at the cost of SECI.
21.	9.2	Any excess generation over and above energy specified in Article 4.4.1, will be purchased by SECI at the Applicable Tariff, and provided the Buying Entity consents for purchase of such excess generation. Any energy produced and flowing into the grid before SCSD shall not be at the cost of SECI. SECI may agree to buy such power provided Buying Entity consents to purchase such energy at Applicable Tariff plus SECI's Trading margin. However, the SPD will not be allowed to sell energy generated prior to SCSD or excess energy during any Contract Year to any other entity other than SECI (unless refused by SECI).	(Clause renumbered as 9.3) Any excess generation over and above energy specified in Article 4.4.1, will be purchased by SECI at the Applicable Tariff, and provided the Buying Entity consents for purchase of such excess generation. However, the SPD will not be allowed to sell energy generated prior to SCSD or excess energy during any Contract Year to any other entity other than SECI (unless refused by SECI).
22.	9.3	The SPD may also sell the power which was offered on day ahead basis to the Buying Entity(ies) (within maximum CUF) but not scheduled by the Buying Entity(ies) to any third party or power exchange without requiring NOC from the Buying Entity(ies).	(Clause renumbered as 9.4) The SPD may also sell the power which was offered on day ahead basis to the Buying Entity(ies) (within maximum CUF) but not scheduled by the Buying Entity(ies) to any third party or power exchange without requiring NOC from the Buying Entity(ies).
23.	10.1.1	Pursuant to Article 4.1.1 (I), SECI shall set up a payment security fund for Solar Power Projects in order to ensure timely payment to the RPD. This fund will have a corpus realized from encashment ...	Pursuant to Article 4.1.1 (i), SECI may set up a payment security fund for Solar Power 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 will have a corpus realized from encashment...

24.	10.4.6	SECI shall ensure that the Letter of Credit shall be renewed not later than its expiry.	SECI shall ensure that the Letter of Credit shall be renewed not later than its current expiry date.
25.	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, ...	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, ...
26.	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.
27.	13.1.1.(viii)	New Article	Revoking of connectivity of the SPD on account of non-compliance by the SPD.
28.	15.1	... In no case, such assignment shall be permissible prior to the declaration of SCSD. In no case, such assignment shall be permissible prior to commencement of power supply under this Agreement. ...

Amendments in the PSA document

1.	Recital A	The Government of India has announced India's Climate action plan consisting of Panchamrit, 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 B	The Ministry of Power, Government of India has issued the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects vide Resolution dated 28th July 2023, including subsequent amendments and clarifications thereof, if any, issued until _____ [Enter the last date of bid submission of the RfS].	The Ministry of Power, Government of India has issued the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects vide Resolution dated 28th July 2023, read with Electricity Amendment Rules 2022 dated 29 th December, 2022, including subsequent amendments and clarifications thereof, if any, issued until _____ [Enter the last date of bid submission of the RfS].
3.	Recital C	SECI has been designated as a Nodal Agency for developing and facilitating the establishment of the Grid connected Solar Power capacity in India in terms of the above Policy of the Government of India;	SECI has been designated as a Renewable Energy Implementing Agency (REIA) for developing and facilitating the establishment of the Grid connected Solar Power capacity in India in terms of the above Policy of the Government of India;

4.	Recital E	... on a long-term basis, as indicated at Annexure-B of PSA;	... on a long-term basis, as indicated at Schedule-B of PSA;
5.	Recital II	The Buying Entity shall, upon signing of this Agreement, apply to the State Electricity Regulatory Commission within the jurisdiction of which the Buying Entity is operating as a licensee for approval of the power procurement in terms of Rule 8 of the Electricity Rules 2005. Notwithstanding the Effective Date....	The Buying Entity shall, upon signing of this Agreement, apply to the State Electricity Regulatory Commission within the jurisdiction of which the Buying Entity is operating as a licensee for approval of the power procurement in terms of Rule 8 of the Electricity Rules 2005 (if applicable). Notwithstanding the Effective Date....
6.	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 SPD. 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 Power Supply (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 SPD. 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.
7.	Recital V	Buying Entity hereby acknowledges and accepts that SECI is an Intermediary to facilitate the promotion of Solar Power Projects and to purchase and re-sell the electricity to the distribution licensees to enable them to fulfill the Renewable Purchase Obligation and, therefore, the sale of electricity by SECI to Buying Entity under this Agreement shall be entirely on a back to back basis to the purchase of electricity by SECI from the SPDs under the SECI-SPD PPA, with the intent that there shall be no residual liability on the SECI towards the SPD which will not be fulfilled by the Buying Entity	Buying Entity hereby acknowledges and accepts that SECI is an Intermediary to facilitate the promotion of Solar Power Projects and to purchase and re-sell the electricity to the Buying Entities to enable them to fulfill the Renewable Purchase Obligation/energy demand and, therefore, the sale of electricity by SECI to Buying Entity under this Agreement shall be entirely on a back to back basis to the purchase of electricity by SECI from the SPDs under the SECI-SPD PPA, with the intent that there shall be no residual liability on the SECI towards the SPD which will not be fulfilled by the Buying Entity.
8.	Recital XII	The Buying Entity shall be responsible for	The Buying Entity shall be responsible for

		directly coordinating and dealing with the SPD, Regional Load Dispatch Centers ...	directly coordinating and dealing with the SPD, State/Regional Load Dispatch Centers ...
9.	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 SPD.	Deleted
10.	Recital XV	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 SPD 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 SPD. In the alternate scenario, no such requirement will be applicable on the SPD.	<p>(Recital renumbered as XIV)</p> <p>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 obtain the open access/grid access application as per extant regulations for power evacuation from delivery point(s). The Buying Entity 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 charges pertaining to supply of power (including but not limited to t-GNA charges, DSM charges, etc.) shall be borne by Buying Entity.</p>
11.	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.
12.	2.5.2	<p>Addendum to the Article</p> <p>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.</p>	

		<p>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.</p> <p>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.</p>	
13.	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 Solar Power of the Buying Utility in case of:</p> <ol style="list-style-type: none"> Default in making payment by the 15th day after the Due Date of the Buying Utility. 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>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>	
14.	2.8.3	<p>Addendum to the Article</p> <p>Further, in such case, Buying Entity shall have the unconditional obligation to provide and facilitate all necessary clearances and support for the evacuation of power to the third party to whom the power is diverted and further to bear any and all incremental charges and losses including but not limited to application fee, connectivity, open access, ISTS charges & Losses, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC. These obligations are assumed by the Buying Entity as being necessarily arising out of the failure to draw the power generated and duly discharge the payment obligation arising therefrom.</p>	
15.	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, ...
16.	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.
17.	2.11.2	SECI shall provide such certificate identifying	SECI shall provide such certificate identifying

		the quantum of solar energy supplied by SECI and being met by the Buying Entity for each year within thirty (30) days after the end of such year.	the quantum of solar energy supplied by SECI and being met by the Buying Entity for each Contract Year not later than thirty (30) days of the reconciliation for such Contract Year.
18.	2.13	Clause 2.13.2 renumbered as 2.13.1 and Clause 2.13.3 renumbered as 2.13.2. “Tariff/Applicable Tariff” in this Article shall mean “Applicable Tariff” as per SECI-SPD PPA.	
19.	3.1.1.(i)	Any amount subject to Article 2.9 remains outstanding beyond a period of ninety (90) days after the Due Date and SECI is unable to recover the amount outstanding from the Buying Entity through the Letter of Credit, Payment Security Fund and; or	Any amount subject to Article 2.9 remains outstanding beyond a period of ninety (90) days after the Due Date and SECI is unable to recover the amount outstanding from the Buying Entity through the Letter of Credit; or