SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/13/0002/26-27/Amendment-02 Date: 03.08.2026

Amendment-02 to RfS for Selection of RE Power Developers under Contract for Difference (CfD) Mechanism for assured Peak Supply of 1000 MWh (500 MW x 2 Hrs.) from ISTS-Connected RE Projects in India under Tariff-Based Competitive Bidding (SECI-CfD-I)

RfS No. SECI/C&P/IPP/13/0002/26-27 dated 15.07.2026

S. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	4.3	In case ESS is installed by the RPD as part of the Project, such ESS may be owned by the RPD or may be tied-up separately with a third party by the RPD, for supply of power through Power Exchanges. …	For a 'X' MW Contracted Capacity, RPD shall mandatorily install ESS of 'X' MW/ '2X' MWh capacity as part of the Project. Such ESS shall be owned by the RPD for supply of power through Power Exchanges. … *The clauses pertaining to installation of ESS capacity anywhere in the RfS and draft CfDA shall be read accordingly.*
2.	9.1.d	**Clause modified as follows:** The RPD shall supply power such that 100% of the annual energy scheduled on the Power Exchange(s) corresponds to RE power. For the complete Term of the CfDA, the RPD can source up to 25% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements towards meeting the supply conditions stipulated in the RfS/CfDA, as per extant regulations. It is hereby clarified that sourcing of 25% energy from green market sources/bilateral agreements, as indicated in this Clause, refers to 25% of the total annual energy required to be supplied through the Exchanges. This energy may be supplied directly to the Power Exchange to meet the supply requirements during Peak Hours and/or utilized for charging the ESS for subsequent supply from the ESS during Peak Hours. Further, in the case of supply of energy from the ESS towards meeting this 25% requirement (in part or full), only the energy discharged from the ESS shall be considered for calculating the 25% requirement, and not the corresponding charging energy required. It is hereby clarified that in case of excess supply by the RPD over the 25% limit as stipulated in this provision, the RPD shall not be entitled for CfD settlement against such excess energy supplied and the same shall not be considered while calculating the RPD's performance with respect to this Clause and Article 4.4.3 of the CfDA. Any liability arising out of such excess energy supply shall be to the sole account of RPD. However, for the period commencing from the Effective Date of CfDA and up to the date as on 36 months therefrom, the RPD shall additionally be permitted to source up to 75% RE power	

		(in energy terms), on annual basis, from the green market sources/ bilateral agreements, provided that such energy is utilized exclusively for charging the ESS for assured Peak supply through ESS during the Peak Hours. Thereafter, from the expiry of 36 months from the Effective Date of CfDA and for the remaining Term of the CfDA, the aforesaid additional sourcing from green market sources and/or bilateral agreements shall no longer be permitted. Instead, the RPD may source up to an additional 50% RE power (in energy terms), on annual basis, from RE Project(s) owned by the Group Companies of the RPD, provided that such energy is utilized exclusively for charging the ESS for assured Peak supply through ESS during the Peak Hours.	
3.	10.2.a	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on **15 months** from the Effective Date of the CfDA (for e.g. if Effective Date of the CfDA is 07.08.2026, then SCD shall be 07.11.2027).	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the ESS component of the Project shall be the date as on **15 months** from the Effective Date of the CfDA (for e.g. if Effective Date of the CfDA is 07.08.2026, then SCD shall be 07.11.2027). The corresponding RE Generating component(s) shall be commissioned by the RPD by the date as on **36 months** from the Effective Date of the CfDA (for e.g. if Effective Date of the CfDA is 07.08.2026, then SCSD shall be 07.08.2029).
4.	10.2.b	The maximum time period allowed for commissioning of full Project capacity with applicable penalty, shall be limited to the date as on **3 months** from the SCD.	The maximum time period allowed for commissioning of full capacity of the ESS component of the Project with applicable penalty, shall be limited to the date as on **3 months** from the SCD.
5.	10.2.c	In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 10.2.b above, as part of the penalty, the total PBG amount for the Project shall be encashed on pro-rata basis and proportionate to the Contracted Capacity that has not been commissioned.	In case of delay in commencement of supply of power/ energy corresponding to the full Contracted Capacity or the delay in commissioning of full capacity of the ESS component of the Project beyond the SCD until the date as per Clause 10.2.b above, as part of the penalty, the total PBG amount for the Project shall be encashed on pro-rata basis and proportionate to the higher of the (i) Contracted Capacity that has not commenced supply of power/ energy, or (ii) the ESS capacity that has not been commissioned. Further, in case of delay in commissioning of RE Generating component(s) beyond 36 months from the Effective Date of CfDA, as part of the penalty the total PBG amount for the Project shall be encashed on pro-rata basis and proportionate to the RE Generating

			component(s) that has not been commissioned. This penalty shall be recovered from the next monthly bill.
6.	10.2.d	For delay in commissioning of the Project beyond the date as per Clause 10.2.b above, the Contracted Capacity shall stand reduced to the Project Capacity that has been commissioned until the date as per Clause 10.2.b above, and CfDA for the balance Contracted Capacity will stand terminated. Also, the PBG corresponding to the capacity which has not been commissioned until the date as per Clause 10.2.b above, shall be encashed on pro-rata basis.	For delay in commissioning of ESS component of the Project or delay in commencement of supply of power/ energy corresponding to the full Contracted Capacity beyond the date as per Clause 10.2.b above, the Contracted Capacity shall stand reduced to lower of (i) the ESS capacity commissioned, or (ii) the Project Capacity that has commenced supply of power, until the date as per Clause 10.2.b above and CfDA for the balance Contracted Capacity will stand terminated. Also, the PBG corresponding to the ESS capacity that has not been commissioned or the capacity which has not commenced supply of power/ energy, whichever is higher, until the date as per Clause 10.2.b above, shall be encashed on pro-rata basis. Further, in case of delay in commissioning of RE Generating component(s) of the Project beyond the corresponding timeline as per Clause 10.2.a above, the Contracted Capacity shall stand reduced to the corresponding Project Capacity that has been commissioned until the date as per Clause 10.2.b above, and CfDA for the balance Contracted Capacity will stand terminated. Also, the amount corresponding to the capacity which has not been commissioned until the date as per Clause 10.2.a above, shall be recovered from the next monthly bill.
Amendments in the CfDA			
1.	3.2.3	If the RPD fails to commission the Project by SCD specified in this Agreement or any further extension thereof granted by SECI (if any), subject to conditions mentioned in Article 4.5, …	If the RPD fails to commission the ESS component of the Project or fails to commence supply of power/ energy corresponding to the full Contracted Capacity by SCD specified in this Agreement or any further extension thereof granted by SECI (if any), subject to conditions mentioned in Article 4.5, …
2.	4.1.1.(f)	The commissioning of the Project up to the Contracted Capacity no later than the SCD and	The commissioning of the ESS component or the commencement of supply of power/

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<tr><td></td><td></td><td>continuance of the supply of power in line with Article 4.4 of this Agreement throughout the term of the Agreement.</td><td>energy corresponding to the full Contracted Capacity no later than the SCD and continuance of the supply of power in line with Article 4.4 of this Agreement throughout the term of the Agreement.
The commissioning of RE Generating component(s) by the date as on 36 months from the Effective Date of this CfDA.</td></tr>
<tr><td>3.</td><td>4.4.1.iv</td><td colspan="2">Article modified as follows:

The RPD shall supply power such that 100% of the annual energy scheduled on the Power Exchange(s) corresponds to RE power.

For the complete Term of the CfDA, the RPD can source up to 25% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements towards meeting the supply conditions stipulated in the RfS/CfDA, as per extant regulations. It is hereby clarified that sourcing of 25% energy from green market sources/bilateral agreements, as indicated in this Clause, refers to 25% of the total annual energy required to be supplied through the Exchanges. This energy may be supplied directly to the Power Exchange to meet the supply requirements during Peak Hours and/or utilized for charging the ESS for subsequent supply from the ESS during Peak Hours. Further, in the case of supply of energy from the ESS towards meeting this 25% requirement (in part or full), only the energy discharged from the ESS shall be considered for calculating the 25% requirement, and not the corresponding charging energy required. It is hereby clarified that in case of excess supply by the RPD over the 25% limit as stipulated in this provision, the RPD shall not be entitled for CfD settlement against such excess energy supplied and the same shall not be considered while calculating the RPD’s performance with respect to this Clause and Article 4.4.3 of the CfDA. Any liability arising out of such excess energy supply shall be to the sole account of RPD.

However, for the period commencing from the Effective Date of CfDA and up to the date as on 36 months therefrom, the RPD shall additionally be permitted to source up to 75% RE power (in energy terms), on annual basis, from the green market sources/ bilateral agreements, provided that such energy is utilized exclusively for charging the ESS for assured Peak supply through ESS during the Peak Hours.
Thereafter, from the expiry of 36 months from the Effective Date of CfDA and for the remaining Term of the CfDA, the aforesaid additional sourcing from green market sources and/or bilateral agreements shall no longer be permitted. Instead, the RPD may source up to an additional 50% RE power (in energy terms), on annual basis, from RE Project(s) owned by the Group Companies of the RPD, provided that such energy is utilized exclusively for charging the ESS for assured Peak supply through ESS during the Peak Hours.</td></tr>
<tr><td>4.</td><td>4.6.1</td><td colspan="2">Article modified as follows:

The RPD shall commission the ESS component of the Project and commence supply of power from the full Contracted Capacity within SCD as defined in this Agreement. If the RPD is unable to commission the ESS component of the Project or fails to commence supply of power from</td></tr>
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		the full Contracted Capacity by the SCD for reasons other than those specified in Article 4.5.1, the RPD shall pay to SECI, penalty for the delay in such commissioning and/ or delay in commencement of supply of power and making the Contracted Capacity available for dispatch by the SCD as per the following: (a) Delay beyond the SCD up to (& including) the date as on 3 months after the SCD or the extended SCD, if applicable: The total PBG/Surety Bond amount shall be encashed on pro-rata basis and proportionate to the higher of the (i) ESS capacity that has not been commissioned, or (ii) the Contracted Capacity that has not commenced supply of power/ energy. (b) For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be applicable even in cases where no capacity (i.e. 0 MW) has commenced power supply. Further, in case of delay in commissioning of RE Generating component(s) beyond 36 months from the Effective Date of CfDA, as part of the penalty, the total PBG amount for the Project shall be encashed on pro-rata basis and proportionate to the RE Generating component(s) that has not been commissioned by this deadline. This penalty shall be recovered from the next monthly bill.
5.	4.6.2	**Article modified as follows:** The maximum time period allowed for commissioning of ESS component of the Project and commencement of power supply from the full Contracted Capacity with encashment of Performance Bank Guarantee/Surety Bond shall be limited to 3 months after the SCD/extended SCD of the Project. In case, the commissioning of the ESS component of the Project or the commencement of supply of power/ energy from the full Contracted Capacity is delayed beyond 3 months after the SCD/extended SCD, the Contracted Capacity shall stand reduced / amended to lower of the (i) ESS capacity that has been commissioned, or (ii) the capacity which has commenced supply of power, until the date as on 3 months after the SCD/ extended SCD and the CfDA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity. Further, in case of delay in commissioning of RE Generating component(s) of the Project beyond the corresponding timeline as per Article 4.6.1 above, the Contracted Capacity shall stand reduced to the corresponding Project Capacity that has been commissioned until the date as per Article 4.6.1 above, and CfDA for the balance Contracted Capacity will stand terminated. In this case, the amount corresponding to the capacity which has not been commissioned until the date as per Article 4.6.1 above, shall be recovered from the next monthly bill.