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

		C&P/IPP/11/0024/24-25/Amendment-02 ent-02 to RfS for Selection of Solar Power Deve	Date: 01.10.2025 lopers for Setting up of 500 MW ISTS-
		connected Solar PV Power Projects in Ir	
	T	RfS No. SECI/C&P/IPP/11/0024/24-2	25 dated 13.02.2025
S. No.	Clause/ Article	Existing Clause/Article	Amended Clause/Article
	No.		
		Amendments in the RfS de	ocument
1.	Bid	Amount: INR 9,42,000/- (Indian Rupees Nine	Amount: INR 9,54,000/- (Indian Rupees
	Inform	Lakhs and Forty-two Thousand only) per MW	Nine Lakhs and Fifty-Four Thousand only)
	ation	per Project to be submitted in the form of Bank	per MW per Project to be submitted in the
	Sheet	Guarantee along with the response to RfS	form of Bank Guarantee/ POI/ Surety Bond
	(H)		along with the response to RfS
2.	1.4	Power procured by SECI from the above	Power procured by SECI from the above
		Projects has been provisioned to be sold to the	Projects has been provisioned to be sold to
		different Buying Entities of India. The details of	Jharkhand Bijli Vitran Nigam Limited
		Buying Entities shall be intimated at a later date.	(JBVNL). However, SECI shall
		SECI shall	
3.	1.6	Bidders who have already commissioned Solar	Bidders who have already commissioned
		PV Projects or are in process of constructing	Solar PV Projects on or before 31.08.2025
		such Projects and have untied capacity may also	only are allowed to participate under this RfS.
		participate under this RfS	
4.	3.2	Addendum to the Clause:	
		It is clarified that by default, "Delivery Point" s	hall mean ISTS substation, and shall mean an
		InSTS substation only in case both the SPD and	the Buying Entity agree to this modification.
5.	4.2	Further, SECI may allocate and tie-up additional	Deleted
		capacity up to 500 MW under 'Greenshoe	
		Option' in accordance with Clause 43 of the	
		RfS.	
6.	5.2	The total capacity to be allocated to a Bidder	The total capacity to be allocated to a Bidder
		including its Parent, Affiliate or Ultimate Parent	including its Parent, Affiliate or Ultimate
		or any Group Company shall be up to <b>250 MW</b>	Parent or any Group Company shall be up to
		(i.e. without exercising Greenshoe Option).	250 MW.
7.	6.3	The SPDs are allowed to change the Project	The SPDs are not allowed to change the
		location and/or Delivery Point until SCSD.	Project location and/or Delivery Point from
		However, in case of change in Delivery Point of	the one mentioned in the Covering Letter at
		the Project, the SPD shall have an already	the time of bid submission.
		granted connectivity with Start Date of	
		Connectivity/ Operationalization of	
		Connectivity on or before 30th June, 2025 at the	
		new Delivery Point.	

8.	7.2	The responsibility of getting the ISTS connectivity shall entirely be of the SPD of which connectivity should be operationalized on or before 30.06.2025 and shall be at the cost of the SPD, in line with applicable regulations	connectivity shall entirely be of the SPD of which connectivity shall have been operationalized on or before 31.08.2025 and shall be at the cost of the SPD, in line with
9.	7.5	Bidders who have already been granted connectivity at any existing ISTS-substation with Start Date of Connectivity/ Operationalization of Connectivity on or before 30 <sup>th</sup> June, 2025 only are allowed to participate in this RfS. In this regard, the bidders are required to furnish the proof of grant of connectivity to the Bidding Company along with Formet 7.1 Covering Letter.	applicable regulations  Bidders who have already commissioned Solar PV Projects on or before 31.08.2025 only are allowed to participate in this RfS. In this regard, the bidders are required to submit a copy of the successful trail run certificate issued as per IEGC 2023 and COD certificate along with Format-7.1 Covering Letter as part of bid submission.
10.	7.9	with Format-7.1 Covering Letter.  Pursuant to Clause 7.4 above, the Buying Entity will be responsible for obtaining General Network Access (GNA), and shall bear all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.	Pursuant to Clause 7.4 above, the Buying Entity will be responsible for obtaining General Network Access (GNA), and shall bear all transmission losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point. However, transmission charges/ISTS charges applicable on the power supplied from the Project up to the CTU-STU periphery of Buying Entity(ies) (JBVNL or any other entity with whom the PSA is signed by SECI) shall be borne by the SPD.
11.	9	indicating rating and quantity of inverters capacity proposed for commissioning only,	e with provisions of the Central Electricity d Code) Regulations, 2023, as amended from tentioned below within 20 days of issuance of the entioned below within 20 days of issuance of the entioned below within 20 days of issuance of the RfS and Solar PV modules of each type for the and details of ESS component (as applicable). For the capacity proposed for commissioning, as, as per Annexure-F of the RfS.

- iv. Undertaking from the SPD stating that
  - a. the solar cells and modules have been procured from a manufacturer listed in the ALMM by MNRE (as applicable).
  - b. all necessary approvals and clearances required to establish and operate the project have been obtained.
  - c. all the equipment including but not limited to solar PV modules, inverters/PCU, power transformer, ESS (if applicable) and cables has been installed in compliance with the technical requirements specified under the RfS/PPA.
  - d. the SPD is in compliance with all the applicable laws and regulations for commissioning of the Project.
  - e. indemnifying SECI against any discrepancies in the above details.
- v. Plant layout along with the Single Line Diagram (SLD), clearly indicating the ESS (as applicable), inverters/ICR Blocks, inverter transformers, power transformers, and energy meters.
- vi. Energization approval from CEI/CEIG/CEA (as applicable), covering all components, including solar PV modules, inverters, transformers, ESS (as applicable), transmission system, and protection system, along with all annexures and attachments.
- vii. Final grant of connectivity letter issued by CTUIL for the Project in the name of either the SPD or the Bidding Company. If the SPD or the Bidding Company has not obtained connectivity, the SPD must submit documentary evidence confirming the utilization of connectivity for the project, obtained by the third party for the duration of the PPA.

Documents related to the operationalization of connectivity.

If the SPD intends to commission the project before the operationalization of connectivity, it must submit an undertaking indemnifying SECI, as per the format in Annexure-G of the RfS.

viii. Trial run certificate issued by appropriate authority in accordance with IEGC.

- ix. Sn affidavit from the SPD shall be submitted, certifying possession of the land identified for the project for the PPA period. The affidavit must include details of the land parcels where the project is located and indemnify SECI against any discrepancies in the provided details.
- x. Intimation regarding commissioning, specifying the proposed capacity and commissioning date, is required to be submitted at least 30 days prior to the proposed commissioning date. A Complete set of documents must be submitted by SPD 15 days before the proposed date of the commissioning of the Project.

It is clarified that SECI shall bear no responsibility in declaration of commissioning/COD of the Project.

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. 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.			
12.	9.2.a	The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project Capacity shall be 30.06.2025.	The Scheduled Commencement of Supply		
13.	9.2.c	the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 240 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 days beyond the SCSD, then the penalty shall be calculated as: PBG amount X (100/240) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.	the total PBG amount for the Project shall be encashed on pro-rata basis and proportionate to the Contracted Capacity that has not commenced supply of power.		
14.	9.2.e	In all the cases, if due to any reason whatsoever (including extension in SCSD by SECI or any other agency beyond 30.06.2025) the commencement of supply of power is delayed beyond 30.06.2025, transmission charges/ISTS charges applicable on the power supplied from the Project up to the CTU-STU periphery of Buying Entity(ies) shall be borne by the SPD.	entity with whom the PSA is signed by		
15.	11	Modified as follows:  The SPD shall be permitted for commencement Project even prior to the SCSD. Early commence allowed solely at the risk and cost of the SPD. I availing early commencement of supply of pow and SECI do not give their acceptance to purchas SPD can sell the power to the extent not accepte exchanges or through bilateral arrangements u procurement of power from the Project as notified Provided that in case both the Buying Entity are power, the Buying Entity will be accorded priority Buying Entity does not give its acceptance, the designate another potential buyer/entity to offtat PPA.	ement of power supply from the Project will be Buying Entity/ SECI shall give acceptance for yer after LoA. In case, both the Buying Entity to e power within the above stipulated period, the d by the Buying Entity and SECI in the power ntil SCSD or the date of commencement of the d by SECI, whichever is earlier.  In d SECI give their acceptance to purchase of y in availing such power. In case the designated then SECI can offtake such power directly or		

		In case SECI/Buying Entity agrees to purchase p prior to SCSD, such power will be purchased by Entity at the PSA tariff and other terms and reference of the PPA & PSA on back-to-back back-to-	SECI at the PPA tariff and sold to the Buying conditions of power procurement may be in
16.	16	Earnest Money Deposit (EMD) for an amount of INR 9,42,000/MW (Indian Rupees Nine Lakhs and Forty-two Thousand/MW) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected	Earnest Money Deposit (EMD) for an amount of INR 9,54,000/- (Indian Rupees Nine Lakhs and Fifty-Four Thousand only) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The claim period of the EMD shall be at least 30 days beyond the expiry of the validity period
17.	16.1	The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).	The Bidder shall furnish the Bank Guarantees towards EMD issued by any Indian branch of a Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of bank guarantee
18.	17	The Successful Bidder shall submit a Performance Bank Guarantee (PBG) for a value @ INR 23,55,000/MW/Project (Indian Rupees Twenty-Three Lakhs and Fifty-five Thousand/MW/Project) within 20 days of issuance of LoA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3D with a validity period up to (& including) the date as on 12 months after the SCSD of the Project	Performance Bank Guarantee (PBG) for a
19.	17.2	The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same	The SPD shall furnish the PBG from an Indian branch of a Scheduled Commercial Bank as listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of bank guarantee

		bank or State Bank of India (SBI)	
20.	17.8	In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.	Not used
21.	20.1	Note: The PPA will be executed between SECI and the SPD as per the breakup of the cumulative Contracted Capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative contracted capacity quoted, in the Covering Letter (Format 7.1), and this breakup may be changed by the SPD subsequent to issuance of LoA up to the date as on 20 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	Note: The PPA will be executed between SECI and the SPD as per the breakup of the cumulative Contracted Capacity quoted by the bidder in the Covering Letter (Format-7.1) at the time of bid submission
22.	20.4	Successful Bidders will have to submit the required documents for PPA signing to SECI within 20 days from the issue of LoA	Successful Bidders will have to submit the required documents (as mentioned at Annexure-E of the RfS) for PPA signing to SECI within 20 days from the issue of LoA
23.	23.x.i	In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company at the time of bid submission, the bid submitted shall be treated as non-responsive and shall be rejected.	In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company/ any member of the bidding consortium, at the time of bid submission, the bid submitted shall be treated as non-responsive and shall be rejected.
24.	23.x.iv	Certified copies of annual audited accounts for	Certified copies of annual audited accounts
25.	26.2.III	the last financial year, i.e. FY 2023-24,  However, in this case, if the bidder is an	for the last financial year, i.e. FY 2024-25,  However, in this case, if the bidder is an
	.(b)	MSME, its bid will be opened upon submission of proof of it being an MSME	MSE, its bid will be opened upon submission of proof of it being an MSE
26.	34.2	Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged	Consortium shortlisted and selected based on this RfS has to either (i) form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA keeping the original shareholding of the Bidding Consortium (as per the Consortium

			Agreement submitted at the time of hid
			Agreement submitted at the time of bid
			submission) unchanged, or (ii) utilize an
			already registered company with the
			shareholding of this company being identical
			to the shareholding as per the Consortium
			Agreement submitted at the time of bid
			submission
27.	35.2	The solar PV modules and solar PV cells	The solar PV modules used in the Projects
		used in the Projects under this RfS shall be from	under this RfS shall be from the models and
		the models and manufacturers included in	manufacturers included in ALMM List-I (for
		ALMM List-I (for solar PV modules) and	solar PV modules), valid as on the date of
		ALMM List-II (for solar PV cells), valid as on	invoicing of such modules.
		the date of invoicing of such modules.	
		and and or my oremig or paids modules.	
28.	36.1.i.	The Net-Worth of the Bidder should be equal to	The Net-Worth of the Bidder should be equal
20.	50.1.1.	or greater than INR 94,20,000/MW (Indian	to or greater than INR 95,40,000/MW
		Rupees Ninety-Four Lakhs and Twenty	(Indian Rupees Ninety-Five Lakhs and Forty
		Thousand/MW) of the quoted capacity, as on the	Thousand/MW) of the quoted capacity, as on
		last date of previous Financial Year, i.e. FY	the last date of previous Financial Year, i.e.
		2023-24	FY 2024-25
29.	36.2.i.	of the quoted capacity during the previous	of the quoted capacity during the previous
2).	30.2.1.	financial year, 2023-24	financial year, 2024-25
30.	36.2.ii.	as on the last date of previous financial year,	as on the last date of previous financial
30.	30.2.11.	2023-24,	year, 2024-25,
31.	36.5	A Company/Consortium would be required to	A Company/Consortium would be required
31.	30.3	submit annual audited accounts for the last	1
22	26.0	financial year, 2023-24,	financial year, 2024-25,
32.	36.9	New Clause:	' F' '137 /6 1'1 1'/ 1
		In all cases, accounts prior to the date as on th	`
		accounts are available), as applicable for the Bid	-
		accounts for FY 2024-25 are not available, audite	ed accounts for FY 2023-24 may be submitted.
33.	39.4	Addendum to the Clause:	
		Tariff has to be less than or equal to INR 2.8	-
		than INR 2.80/ kWh, shall be summarily rejected	T
34.	43	Capacity Allocation under 'Green shoe Option'	Not used
35.	43.30		
		Note: The shareholding of the Lead member in	Deleted
		the Project Company (Special Purpose Vehicle)	
		cannot be changed till 01 (one) year after the	
		SCSD of the Project.	
36.	44.24	Addendum to the Clause:	1
		However, transmission charges/ISTS charges app	plicable on the power supplied from the Project
		up to the CTU-STU periphery of Buying Entity(i	
37.	Format	Table modified as follows:	<u>.</u>
	-7.1		

		Proje ct No.	Capacity (MW)	Location of Project (Village, Tehsil, Dist., State)	ect Po	conn ion int ails	Commerci al Operation Date (COD) of the Project	Propose d CUF	Project Preferen ce*
		2							
38.	Format -7.2	the contr	olling shareho	Consortium shall olding in the Cor Definition of Ter	npany	De	eleted.	1	1
39.	Format -7.3A	Guarantee	e till	ntitled to invoke [insert date of verses No. 16 of this	alidity	Guara shall validi	ntee till be at least 30	[inse days beyon	o invoke this rt date, which ad the date of ause No. 16 of
40.	Fromat -7.3B Clause 5	anywhere	in this POI or is and shall	ing contrary con in any other docui l remain valid l	ments,	Notw anywl docur up to validi this R this P be at the	ithstanding an here in this nents, this PO ty in accordar fS] and SECI selects 30 days be cordance with	POI or i I is and shal [In nce with Cla shall be enti [Insert dat peyond the a	rary contained n any other l remain valid usert date of tled to invoke e, which shall late of validity 16 of this RfS]
41.	Format -7.3C	unequivocable upto	cal, uncondi le and s [	durety Bond sha ational as well hall remain insert date of valid No. 16 of this RfS	l as valid dity in	unequirrevolupto in account of the state	cable and cordance with SECI shall be at least a shall be at least	shall results in the shall result in the shall re	ond shall be as well as emain valid ate of validity 16 of this RfS] o invoke this [Insert date, we beyond the e with Clause

12	Format		
42.	Format -7.3D	This guarantee shall be valid and binding on this Bank up to and including	This guarantee shall be valid and binding on this Bank up to and including [Insert date of validity in accordance with Clause No. 17 of this RfS] and  Our Guarantee shall remain in force
		Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR (Indian Rupees only) and it shall remain in force until	until
			Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR (Indian Rupees only) and it
			shall remain in force until
43.	Format -7.3D Notes: 2	The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).	the date of issuance of Bank Guarantee.
44.	Format -7.3E Clause 5	Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto and	Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto [Insert date of validity in accordance with Clause No. 17 of this RfS] and SECI shall be entitled to invoke this POI till [Insert date, which shall be at least 30 days beyond the date of validity in accordance with Clause No. 17 of the RfS] and
45.	Format -7.3F	at any time up to	at any time up to[Insert date,

		[days/month/year] without any condition	which shall be at least 30 days beyond the
		[ [ [ [ ] ] ] ] [ [ ] [ ] [ ] [ ] [ ] [	date of validity in accordance with Clause
		Notwithstanding anything contained	No. 17 of this RfS] without any condition
		hereinabove our liability under this Insurance	
		Surety Bond is restricted to INR	Notwithstanding anything contained
		(Indian Rupees	hereinabove our liability under this Insurance
		only) and it shall remain in force up to and	Surety Bond is restricted to INR
		including and	(Indian Rupees
			only) and it
			shall remain in force up to and including
			[Insert date of
			validity in accordance with Clause No. 17 of
			this RfS] and
46.	Format	Net Worth of Rs Cr.	
	-7.6	( in words) as on the last date	
		of Financial Year 2023-24	date of Financial Year 2024-25/ 2023-24
			, , , , , , , , , , , , , , , , , , ,
		Annual Turnover of INR	
		Year 2023-24	(in words) as on the end of
		1 ear 2023-24	Financial Year 2024-25/ 2023-24
		PBDIT of INR(in words) as on	PRDIT of INR (in words) as
		the end of Financial Year 2023-24	on the end of Financial Year 2024-25/ 2023-
		the end of Financial Fear 2023 2 Financial	34
47.	Format		
	-7.8	We further understand that the solar PV modules	We further understand that the solar PV
		and solar PV cells used in the Projects under this	modules used in the Projects under this RfS
		RfS shall be from the models and manufacturers	shall be from the models and manufacturers
		included in ALMM List-I (for solar PV	included in ALMM List-I (for solar PV
		modules) and ALMM List-II (for solar PV cells)	modules) as published by MNRE and valid as
		as published by MNRE and valid as on the date	on the date of invoicing of such modules.
		of invoicing of such modules.	
48.	Format		
	-7.8A	We further understand that the solar PV modules	We further understand that the solar PV
		and solar PV cells used in the Projects under this	modules used in the Projects under this RfS
		RfS shall be from the models and manufacturers	shall be from the models and manufacturers
		included in ALMM List-I (for solar PV	included in ALMM List-I (for solar PV
		modules) and ALMM List-II (for solar PV cells)	modules) as published by MNRE and valid as
		as published by MNRE and valid as on the date	on the date of invoicing of such modules.
		of invoicing of such modules.	
40	Anna	Now A program is analoged with this A man day	not.
49.	Annexu re-E	New Annexure is enclosed with this Amendme	ent.
	IC-E		

50.	Annexu	New Annexure is enclosed with this Amendme	nt .		
50.	re-F	New Annexure is enclosed with this Amending	ent.		
51.	Annexu	New Annexure is enclosed with this Amendme	ont		
31.	re-G	New America is enclosed with this Americanent.			
	10 0	Amendments in PPA doc	numont		
1	1 1				
1.	1.1 "Delive	Buying Entity agree to this modification.	Buying Entity agree to this modification.		
		Durguent to Article 426	However, transmission charges/ISTS charges		
	ry Point/	Pursuant to Article 4.2.6,	applicable on the power supplied from the Project up to the CTU-STU periphery of		
	Interco		Buying Entity(ies) shall be borne by the SPD.		
	nnectio		Buying Entity(les) shall be borne by the SLD.		
	n		Pursuant to Article 4.2.6,		
	Point"		argume to riffere 1.2.0,		
2.	3.1.2	The SPD is allowed to change the Project	The SPDs are not allowed to change the		
		location and/or Delivery Point until SCSD.	Project location and/or Delivery Point from		
		However, in case of change in Delivery Point of	the one mentioned in the Covering Letter at		
		the Project, the SPD shall have an already	the time of bid submission.		
		granted connectivity with Start Date of			
		Connectivity/ Operationalization of			
		Connectivity on or before 30 <sup>th</sup> June, 2025 at the			
		new Delivery Point.			
3.	4.1.1.(1	Solar PV modules and solar PV cells used in	Solar PV modules used in the Project shall		
	)	the Project shall be sourced only from the	be sourced only from the models and		
		models and manufacturers included in the List-I	manufacturers included in the List-I (for solar		
		(for solar PV modules) and List-II (for solar PV	PV modules) under the "Approved List of		
		cells) under the "Approved List of Models and	Models and Manufacturers" as published by		
		Manufacturers" as published by MNRE and valid as on the date of invoicing of such	MNRE and valid as on the date of invoicing		
		modules.	of such modules.		
		modules.			
4.	4.2.6	In all the cases, if due to any reason	In all the cases (including extension in		
		whatsoever (including extension in SCSD by	SCSD by SECI or any other agency),		
		SECI or any other agency beyond the applicable	transmission charges/ISTS charges		
		date of ISTS waiver) the commencement of	applicable on the power supplied from the		
		supply of power is delayed beyond the	Project up to the CTU-STU periphery of		
		applicable date of ISTS waiver, transmission	Buying Entity(ies) shall be borne by the SPD.		
		charges/ISTS charges applicable on the power			
		supplied from the Project up to the CTU-STU	Subject to the above, it is however,		
		periphery of respective Buying Entity(ies) shall	clarified that ISTS losses beyond the Delivery		
		be borne by the SPD.	Point(s) shall be borne by the Buying Entity		
			upon the execution of the relevant PSA		
		Subject to the above, it is however, clarified			
		that ISTS charges and losses beyond the			
		Delivery Point(s) shall be borne by the Buying			
		Entity upon the execution of the relevant PSA.			

5.	4.4.1	these limits shall be considered for the complete year before the expiry of the PPA	these limits shall be considered for the complete year before the expiry of the PPA. For example, if a Project starts commencement of power supply on 24.07.2027, the annual CUF for first year shall be calculated for the period from 24.07.2027 to 23.07.2028
6.	4.4.3	New Article: The SPD agrees that the methodology specified has the form of penalties payable by the SPD as in estimation of the actual loss that will be suffered acknowledge that a breach of any of the obligation the amount of the penalty or the method of calcular agenuine and reasonable pre-estimate of the penaltities in each case specified under this Agreement.	dicated above is a genuine and accurate pre- d by SECI / Buying Entities. SPD shall further ons contained herein result in injuries and that lating the penalty specified in this document is alty that may be suffered by the SECI / Buying
7.	4.4.4	New Article: The parties agree that penalties shall not be appunder the PPA, affecting supply of power by the	·
8.	4.6.1.(a )	The total PBG/POI amount shall be encashed on per-day basis and proportionate to the Project capacity that has not commenced supply of power. For example, in case of a Project of 240 MW capacity, if supply of power has commenced of 100 MW capacity is delayed by 18 days beyond the SCSD, then the penalty shall be: PBG amount X (100/240) X (18/180). For the purpose of calculation of penalty, a 'month' shall comprise of 30 days	encashed on pro-rata basis and proportionate to the Project capacity that has not commenced supply of power.
9.	5.5	indicating rating and quantity of inverters capacity proposed for commissioning only,	d Code) Regulations, 2023, as amended from ruments as mentioned below within 20 days of prized signatory as per Annexure-C of the RfS and Solar PV modules of each type for the and details of ESS component (as applicable). For the capacity proposed for commissioning, as, as per Annexure-F of the RfS.

- a. the solar cells and modules have been procured from a manufacturer listed in the ALMM by MNRE (as applicable).
- b. all necessary approvals and clearances required to establish and operate the project have been obtained.
- c. all the equipment including but not limited to solar PV modules, inverters/PCU, power transformer, ESS (if applicable) and cables has been installed in compliance with the technical requirements specified under the RfS/PPA.
- d. the SPD is in compliance with all the applicable laws and regulations for commissioning of the Project.
- e. indemnifying SECI against any discrepancies in the above details.
- v. Plant layout along with the Single Line Diagram (SLD), clearly indicating the ESS (as applicable), inverters/ICR Blocks, inverter transformers, power transformers, and energy meters.
- vi. Energization approval from CEI/CEIG/CEA (as applicable), covering all components, including solar PV modules, inverters, transformers, ESS (as applicable), transmission system, and protection system, along with all annexures and attachments.
- vii. Final grant of connectivity letter issued by CTUIL for the Project in the name of either the SPD or the Bidding Company. If the SPD or the Bidding Company has not obtained connectivity, the SPD must submit documentary evidence confirming the utilization of connectivity for the project, obtained by the third party for the duration of the PPA.

Documents related to the operationalization of connectivity.

If the SPD intends to commission the project before the operationalization of connectivity, it must submit an undertaking indemnifying SECI, as per the format in Annexure-G of the RfS.

viii. Trial run certificate issued by appropriate authority in accordance with IEGC.

- ix. An affidavit from the SPD shall be submitted, certifying possession of the land identified for the project for the PPA period. The affidavit must include details of the land parcels where the project is located and indemnify SECI against any discrepancies in the provided details.
- x. Intimation regarding commissioning, specifying the proposed capacity and commissioning date, is required to be submitted at least 30 days prior to the proposed commissioning date. A Complete set of documents must be submitted by SPD 15 days before the proposed date of the commissioning of the Project.

It is clarified that SECI shall bear no responsibility in declaration of commissioning/COD of the Project.

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. 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.			
10.	11.3.1.(	New Article:			
	e)	any event or circumstances having impact analogous to that on account of any of the events as			
11	10.1.1.7	specified under Article 11.3.1.(a), 11.3.1.(b), 11.			
11.	13.1.1.(	or failure to continue supply of annual energy	11 0		
	i)	corresponding to the minimum CUF for 2 consecutive years to SECI after the			
		commencement of supply of power, for any			
		Contract Year (except for the first and final			
		Contract Years), throughout the term of this	1 '		
		Agreement,	commencement of power supply, throughout		
			the term of this Agreement,		
12.	13.1.1.(	Modified as follows:			
	vii)	concealment of material information or making a	wrong statement or misrepresentation of facts,		
		etc. as per Clauses 24.3 and 24.4 of the RfS.			
13.	13.3.5	average of actual CUF for the 2 default years			
1.4	0.1.1	and the SPD shall be liable	Contract Years and the SPD shall be liable		
14.	Schedu le 1	This guarantee shall be valid and hinding on this	This guarantee shall be valid and hinding on		
	ie i	This guarantee shall be valid and binding on this Bank up to and including and	This guarantee shall be valid and binding on this Bank up to and including [Insert		
		Dank up to and including and	date of validity in accordance with Clause		
		Our Guarantee shall remain in force	No. 17 of this RfS] and		
		until SECI shall be entitled to			
		invoke this Guarantee till	Our Guarantee shall remain in force		
			until [Insert date of validity in		
			accordance with Clause No. 17 of this RfS].		
		Notwithstanding anything contained	SECI shall be entitled to invoke this		
		hereinabove, our liability under this Guarantee	Guarantee till [Insert date, which		
		is restricted to INR (Indian	shall be at least 30 days beyond the date of		
		Rupees only) and			
		it shall remain in force until	this RfS]		
			Notwithstanding anything contained		
			hereinabove, our liability under this		
			Guarantee is restricted to INR		
			(Indian Rupees		
			only) and it		
			shall remain in force until		
			[Insert date of validity in accordance with		
			Clause No. 17 of this RfS]		
15.	Schedu	The Performance Bank Guarantee shall be	The Performance Bank Guarantee shall be		
	le 1	executed by any of the Scheduled Commercial	executed by an Indian branch of a Scheduled		
	Notes 2	Banks as listed on the website of Reserve Bank	Commercial Bank listed on the website of		
	Notes 2	of India (RBI) and amended as on the date of	Reserve Bank of India (RBI), as applicable on		

		issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled	the date of issuance of Bank Guarantee.
		Commercial Bank is to be endorsed by the	
		Indian branch of the same bank or State Bank of	
		India (SBI).	
16.	Schedu	Notwithstanding anything contrary contained	Notwithstanding anything contrary contained
	le 2	anywhere in this POI or in any other documents,	anywhere in this POI or in any other
		this POI is and shall remain valid	documents, this POI is and shall remain valid
	Clause	upto and	upto [Insert date of
	5		validity in accordance with Clause No. 17 of
			this RfS] and SECI shall be entitled to invoke
			this POI till [Insert date, which shall
			be at least 30 days beyond the date of validity
			in accordance with Clause No. 17 of the RfS] and
17.	Schedu	at any time up to	at any time up to
17.	le 3	at any time up to	[Insert date,
		[days/month/year] without any condition	which shall be at least 30 days beyond the
			date of validity in accordance with Clause
		Notwithstanding anything contained	No. 17 of this RfS] without any condition
		hereinabove our liability under this Insurance	
		Surety Bond is restricted to INR	Notwithstanding anything contained
		(Indian Rupees	hereinabove our liability under this Insurance
		only) and it shall remain in force up to and	Surety Bond is restricted to INR
		including and	(Indian Rupees
			only) and it
			shall remain in force up to and including [Insert date of
			validity in accordance with Clause No. 17 of
			this RfS] and
		Amendments in the PSA d	•
1.	1.1	The Tariff applicable for the sale of Solar Power	The Tariff applicable for the sale of Solar
		by SECI to the Buying Entity under this	Power by SECI to the Buying Entity under
		Agreement shall be the Tariff as determined	this Agreement shall be the Tariff applicable
		under the Electricity (Amendment) Rules, 2022	for payment by SECI to the SPD under the
		issued by Ministry of Power vide Gazette	terms of the Power Purchase Agreement
		Resolution dated 29.12.2022, including	between SECI and the SPD (Individual SPDs
		applicable procedure/rules issued thereof,	tariff as per Schedule B) fixed for the entire
			term of agreement at delivery point
2.	1.2	Buying Entity may purchase the power at the	Buying Entity may purchase the power at
		Applicable tariff as per the PPA /Electricity	the Applicable tariff as per the PPA, plus
		(Amendment) Rules, 2022 issued by Ministry of Power vide Gazette Resolution dated	SECI's Trading Margin of Rs 0.07/kWh,
		29.12.2022, including applicable	(Seven Paisa per kWh).
		procedure/rules issued thereof as applicable,	
		procedure rates issued increor as applicable,	

	plus SECI's Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh).	

# $\frac{\text{CHECKLIST FOR SUBMISSION OF DETAILS/DOCUMENTS FOR SIGNING OF THE}}{\text{PPA}}$

1	LoA No.
2	Date of Issuance of LoA
3	Name of Successful Bidder
4	Awarded Capacity (MW)
5	Proposed SPV for signing of PPA
6	CIN of SPV, if applicable
7	Registered office Address of Company executing the PPA
8	Address for Sending Notice under PPA
9	Details of Payment of Success Charges
10	Performance Bank Guarantee
11	Latest Shareholding Certificate of the Bidding Company, duly certified by a practicing CA/ practicing CS
12	Copy of the Certificate of Incorporation of the company executing the PPA
13	The details of promoters and their shareholding in the SPD (company executing the PPA), duly certified by the practicing CA/ practicing CS
14	Copy of Memorandum of Association (MoA) of the SPD (company executing the PPA) highlighting the object clause related to generation of Power/Energy/Renewable Energy/Solar Power Plant development (applicable only in case PPA is being executed through SPV)
15	Board Resolution from Successful Bidder towards execution of project through SPV and committing total equity infusion in the SPV as per the provisions of RfS (if PPA is to be executed through SPV)
16	Board Resolution from SPV for execution of the Project awarded to the Successful Bidder ( <i>if PPA is to be executed through SPV</i> )
17	Board Resolution from SPD for authorization of signing of PPA and subsequent relevant documents

#### **SYNCHRONIZATION CERTIFICATE**

		SINCHRONIZAT	ION CERTIFICATE	
It is certified that MW ( MW already commissioned) of MW Solar Photovoltaic Power				
Project (Project ID:) of M/s, located at Village Tehsil/ Taluka, District				
was Grid-connected on (Date) at Hrs.				
It is furthe	er certified th	at the Project was synchr	onized and supply of powe	r into the grid from the
Project connected on (Date) at Hrs.				
Block wis	e details of in	verters synchronized:		
Sl. No.	Block/ICR No.:	Details of Inverter (rating and quantity)	Details of Solar PV  Modules (rating and quantity)	Details of ESS (as applicable)
1				
2				

#### **Meter Details**

Particulars	Main Meter	Check Meter	Standby Meter
Make & Sl. No.			
Substation & Voltage			
level where meter is			
installed			
Bay No.			

<sup>\*</sup> Also include details of Sub-meters as per the PPA/RfS provisions (If applicable)

For and on behalf of the SPD

Name and designation of Authorized Signatory

Signature with company seal

Date

3

4

5

## Annexure – G to the RfS

	<u>UNDERTAKING</u>
	(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Rs. 100/-)
1.	Whereas M/s has executed a Power Purchase Agreement (PPA) with Solar Energy Corporation of India Limited (SECI), effective from, for setting up a MW solar PV project under RfS No, dated, bearing Project ID (the "Project").
2.	Whereas the Project is connected to
3.	That SPD gives its consent to bear the applicable charges and losses for supplying power till the delivery point (as per PPA) including but not limited to, necessary application/processing fee operating charges etc. (if any), to supply power from the project.
1.	SPD hereby undertakes to indemnify SECI against any financial implications, liabilities, or claims arising from the supply of power till the operationalization of Connectivity, as per the abovementioned arrangement.
5.	I, on behalf of the SPD, give my unconditional acceptance to the points mentioned above and to bear any implication arising out of occurrence of conditions therein.
	For and on behalf of the SPD
	Name, designation and address
	Signature with company seal
	Date

#### Verification

What is stated in para 1 to 5 has been read and	understood by the undersigned and the contents of
the same are true and correct.	

For and on behalf of the SPD

Name, designation and address

Signature with company seal

Date