

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

Ref No. SECI/C&P/IPP/13/0020/25-26/Amendment-03

Date: 25.06.2026

Amendment-03 to RfS for Selection of RE Power Developers for Supply of 1000 MW of Round-the-Clock Thermal Mimic (RTC-TM) Power from ISTS-connected Renewable Energy (RE) Power Projects in India, under Tariff-based Competitive Bidding (SECI-RTC-TM-V)			
RfS No. SECI/C&P/IPP/13/0020/25-26 dated 10.03.2026			
S. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	General	<p>1. Title of the RfS document shall hereafter be read as “Request for Selection (RfS) Document for Selection of RE Power Developers for Supply of 1000 MW of Firm and Dispatchable Renewable Energy Round-the-Clock (FDRE-RTC) Power from ISTS-connected Renewable Energy (RE) Power Projects in India, under Tariff-based Competitive Bidding (SECI-FDRE-RTC-V)”.</p> <p>2. The phrase “RTC-TM-V” and “SECI-RTC-TM-V” occurring anywhere in the RfS, PPA, and PSA shall be read as “FDRE-RTC-V” and “SECI-FDRE-RTC-V”, respectively.</p>	
2.	6.3	<p>Clause modified as follows:</p> <p>The RPDs are free to change the Project location and/or Delivery Point up to the date as on 12 months from the Effective Date of PPA. In this regard, any change in Delivery Point shall be allowed subject to the condition that the Start Date of connectivity at the proposed new Delivery Point is on or before 31st December 2029 or the date as on 36 months from the Effective Date of PPA, whichever is earlier.</p> <p>The Successful Bidder/ RPD shall be required to provide a copy of in-principle/ final grant of connectivity at the proposed new substation in this regard, at the time of seeking approval from SECI. In case the Successful Bidder/ RPD chooses to submit the in-principle/ final grant of connectivity in the name of any entity other than the Successful Bidder/ RPD (whose connectivity is allowed to be utilized by the Successful Bidder/ RPD as per GNA regulations), the Successful Bidder/ RPD is required to submit an Undertaking from the connectivity grantee as per Annexure-I, along with copy of the in-principle/ final grant of connectivity.</p>	
3.	7.5	<p>...</p> <p>Bids indicating substations outside the above four choices will be liable for rejection.</p>	<p>...</p> <p>Bids indicating substations outside the above four choices will be liable for rejection.</p> <p><u>At the substation being chosen in line with Sl. i, ii, iii, and iv above, the Bidder shall have been granted connectivity with a Start Date of Connectivity on or before 31st December 2029. The Bidder is required to provide a copy of in-principle/ final grant of connectivity at the identified substation in this regard at the time of bid submission, as part of Format-7.1 of the RfS.</u></p> <p><u>In case a Bidder chooses to submit the in-</u></p>

			<p><u>principle/ final grant of connectivity in the name of any entity other than the Bidder (whose connectivity is allowed to be utilized by the Bidder as per GNA regulations), the Bidder is required to submit an Undertaking from the connectivity grantee as per Annexure-I, along with copy of the in-principle/ final grant of connectivity, as part of Format-7.1 of the RfS.</u></p>
4.	7.11	<p>The RPDs will be required to apply for connectivity at its identified substation(s), as mentioned in the Covering Letter (Format 7.1), latest by the date as on 30 days after the Effective Date of PPA, and shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application. RPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to SECI.</p> <p>The RPD 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 RPD, in such case the capacity may not be off-taken and RPD will keep SECI/Buying Entity indemnified from any losses; further, the RPD shall be liable for any penalty for non-performance as specified in the RfS/PPA.</p> <p>After fulfilling the compliances, in case the RPD fails to obtain the full/part connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the RPD to SECI. In such case the RPD will be allowed for another 90 days to apply for connectivity from the date of rejection by the CTU.</p>	<p><u>To mitigate any mismatch between SCSD and connectivity start date timelines, the RPD shall submit, within 10 days of invitation for PPA signing by SECI as per Clause 20.4 of the RfS, a copy of in-principle/ final grant of connectivity with the Start Date of connectivity being on or before 31st December 2029 or the date as on 36 months from the Effective Date of PPA, whichever is earlier.</u></p> <p><u>An undertaking to this effect shall be submitted by the Bidder as part of Format-7.1 Covering Letter.</u></p> <p>In case an RPD chooses to submit the in-principle/ final grant of connectivity in the name of any entity other than the RPD (whose connectivity is allowed to be utilized by the RPD as per GNA regulations), the RPD is required to submit an Undertaking from the connectivity grantee as per Annexure-I, along with copy of the in-principle/ final grant of connectivity.</p> <p>The RPD must follow the timelines mentioned in the GNA regulation with respect to connectivity. In case the connectivity gets revoked due to non-compliance of RPD, in such case the capacity may not be off-taken and RPD will keep SECI/Buying Entity indemnified from any losses; further, the RPD shall be liable for any penalty for non-performance as specified in the RfS/PPA.</p>
5.	8.1.a	<p>Clause modified as follows:</p> <p><u>Demand Fulfilment Ratio:</u> The procurement shall be in power (MW) terms. The RPD shall supply RE power in Round-the-Clock manner by maintaining the following Demand Fulfilment Ratios (DFR):</p>	

		<ul style="list-style-type: none"> (i) a minimum DFR of 90% in each time-block during the Peak Hours; (ii) a minimum DFR of 50% and a maximum DFR of 60% in each time-block during the Solar Hours; (iii) a minimum DFR of 70% in each time-block during the Remaining Hours, i.e. Non-Solar Hours other than Peak Hours. <p>For the purpose of this Clause, <u>a time-block shall comprise 15 minutes' duration</u>. A Day shall commence from 00:00 Hrs. to 24:00 Hrs, with the first time-block of a Day commencing from 00:00 Hrs.</p>	
6.	8.1.b	<p>Clause modified as follows:</p> <p>“Demand Fulfilment Ratio” in a particular time-block for scheduling shall be calculated as follows: $DFR = [Power\ Injection\ Scheduled\ by\ the\ RPD\ (MW)\ in\ a\ particular\ time\ block \div Contracted\ Capacity\ (MW)]$, subject to the maximum value of DFR being 1.</p> <p>The RPD’s performance against this metric will be measured by:</p> <ul style="list-style-type: none"> (i) adding up the shortfall of each time-block in meeting the min. DFR requirement during the Peak Hours; (ii) adding up the shortfall of each time-block in meeting the min. DFR requirement during the Solar Hours; (iii) adding up the shortfall of each time-block in meeting the min. DFR requirement during the Remaining Hours, i.e. Non-Solar Hours other than Peak Hours. <p>Penalty for all the above shortfalls will be calculated on time-block-wise basis and will be reconciled on monthly basis. This aggregate penalty of all the above shortfalls shall be recovered on monthly basis from the subsequent monthly bill.</p> <p>However, it is further clarified that in the event a project is being mapped with two or more Buying Entities, the penalty for all the above shortfalls shall be calculated separately for each Buying Entity considering peak, solar, and the remaining hours of respective Buying Entity.</p>	
7.	8.1.i	<p>The RPD shall schedule power on day-ahead basis. The Buying Entities shall compulsorily off-take all such power, subject to the maximum power scheduled in any time-block being equal to the Contracted Capacity.</p>	<p>The RPD shall schedule power on day-ahead basis. The Buying Entities shall compulsorily off-take all the power during Peak Hours and Remaining Hours, subject to the maximum power scheduled in any time-block being equal to the Contracted Capacity.</p> <p>Excess power during Solar Hours, above the maximum DFR requirement, shall be dealt with in line with Clause 8.3 of the RfS.</p>
8.	8.2.d	<p>In a particular Contract Year, the aggregate penalty for shortfall in the minimum DFR requirements for Peak and Off-Peak Hours shall be levied on the RPD. Illustration to this effect is enclosed at Annexure-C of the RfS.</p>	<p>In a particular Contract Year, the aggregate penalty for shortfall in the minimum DFR requirements for Peak, Solar and Remaining Hours shall be levied on the RPD. Illustration to this effect is enclosed at Annexure-C of the RfS.</p>
9.	8.3	<p>In order to allow optimization of operation of RE Power generating systems, the RPD is</p>	<p>In order to allow optimization of operation of RE Power generating systems, the RPD is</p>

		<p>allowed to supply power in excess of the Contracted Capacity in any time-block, to any third party or power exchange, without requiring any No-Objection Certificate (NOC) from SECI/Buying Entity. In case such power is purchased by the Buying Entity, it shall be purchased at the PPA tariff (plus SECI's trading margin). ...</p>	<p>allowed to supply power in excess of the Contracted Capacity in any time-block, to any third party or power exchange, without requiring any No-Objection Certificate (NOC) from SECI/Buying Entity. In case such power is purchased by the Buying Entity, it shall be purchased at the PPA tariff (plus SECI's trading margin) for the excess supply during Peak and Remaining Hours, and at 50% of the PPA tariff (plus SECI's trading margin) for the excess supply during Solar Hours.</p> <p>Further, during Solar Hours, the RPD is allowed to supply power in excess of maximum DFR requirement of 60% in each time-block to any third party or power exchange, only after giving the first right of refusal to SECI/ Buying Entity(ies) by giving day-ahead advance notice to both SECI and Buying Entity(ies) of such excess supply during Solar Hours. In case such power is purchased by the Buying Entity, it shall be purchased at 50% of the PPA tariff (plus SECI's trading margin). ...</p>
10.	10	<p>... Subsequent to grant of connectivity, in case there is a delay in Start Date of Connectivity by the CTU and/or there is a delay in readiness of the ISTS substation at any Delivery Point beyond SCSD of the Project, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCSD of the Project, or delay in Start Date of Connectivity, and it is established that:</p> <ol style="list-style-type: none"> i. The RPD has complied with the complete application formalities as per Clause 7.5 above and as per the Detailed Procedure as issued by the CTU, ii. The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and iii. The delay in Start Date of connectivity/GNA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission 	<p>... Subsequent to grant of connectivity, in case there is a delay in Start Date of Connectivity by the CTU/ STU and/or there is a delay in readiness of the ISTS/ STU substation at any Delivery Point beyond SCSD of the Project, including readiness of the power evacuation and transmission infrastructure of the ISTS/ STU network until SCSD of the Project, or delay in Start Date of Connectivity, and it is established that:</p> <ol style="list-style-type: none"> i. The RPD has complied with the complete application formalities as per Clause 7.5 above and as per the Detailed Procedure as issued by the CTU/ STU, ii. The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA/ SERC, and iii. The delay in Start Date of connectivity/GNA by the CTU/ STU and/or delay in readiness of the ISTS/ STU substation at the Delivery Point,

		<p>infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD;</p> <p>...</p>	<p>including readiness of the power evacuation and transmission infrastructure of the ISTS/ STU network, is a factor attributable to the CTU/ STU/transmission licensee and is beyond the control of the RPD;</p> <p>...</p>
11.	20.1	<p>... Delay in meeting the PPA timelines on account of changes in the Project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder. ...</p>	<p>... Delay in meeting the PPA timelines on account of changes in the Project parameters (<u>including connectivity</u>) from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder. ...</p>
12.	20.4.(i)	<p>SECI will invite the Successful Bidders for signing of PPA, through written intimation. The Bidder shall be required to submit the necessary documents, including the 2nd instalment of Success Charges and PBG as required prior to PPA signing, within 30 days of the above intimation issued by SECI. ...</p>	<p>SECI will invite the Successful Bidders for signing of PPA, through written intimation. Within 10 days of this invitation, a copy of in-principle/ final grant of connectivity with the Start Date of connectivity being on or before 31st December 2029 or the date as on 36 months from the Effective Date of PPA, whichever is earlier, shall be required to be submitted by the Bidder. Further, the Bidder shall be required to submit the necessary documents, including the 2nd instalment of Success Charges and PBG as required prior to PPA signing, within 30 days of the above intimation issued by SECI. ...</p>
13.	20.4.(iii)	<p>In case of delay in submission of the requisite documents/ 2nd instalment of Success Charges/ PBG and/or signing of PPA by the Successful Bidder, delay charges @Rs. 1000/MW/day + applicable GST corresponding to the unsigned PPA capacity shall be levied on the Bidder on per-day basis, until the date of submission of such documents/ charges by the Successful Bidder. ...</p>	<p>In case of delay in submission of the requisite documents/ 2nd instalment of Success Charges/ PBG/ copy of in-principle/ final grant of connectivity and/or signing of PPA by the Successful Bidder, delay charges @Rs. 1000/MW/day + applicable GST corresponding to the unsigned PPA capacity shall be levied on the Bidder on per-day basis, until the date of submission of such documents/ charges by the Successful Bidder beyond the respective due date of submission.</p> <p>...</p>
14.	42.66	<p>New Definition: “SOLAR HOURS” shall have the meaning assigned to such term by GRID-INDIA under the GNA Regulations for the State in which the Project is located.</p>	
15.	42.67	<p>New Definition: “NON-SOLAR HOURS” shall have the meaning assigned to such term by GRID-INDIA under the GNA Regulations for the State in which the Project is located.</p>	

16.	42.68	“REMAINING HOURS” shall mean all hours other than the Solar Hours and the Peak Hours, i.e., such Non-Solar Hours that do not fall within the Peak Hours.	
17.	Format -7.1 Clause 3	We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI/Surety Bond of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 17 & 18 of this RfS on issue of LoA by SECI for the selected Projects and/ or we are not able to sign PPA with SECI within the timeline as stipulated in the RfS for the selected Projects, SECI shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.	We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI/Surety Bond of the requisite value(s) towards PBG, Success charge for the selected Projects, copy of in-principle/ final grant of connectivity with the Start Date of connectivity of a date on or before 31 st December 2029 or the date as on 36 months from the Effective Date of PPA (whichever is earlier), within due time as mentioned in Clause Nos. 17, 18 and 20 of this RfS on issue of LoA by SECI for the selected Projects and/ or we are not able to sign PPA with SECI within the timeline as stipulated in the RfS for the selected Projects, SECI shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
18.	Annexure-C	Revised Annexure is enclosed herewith.	
Amendments in PPA document			
1.	1.1 “Solar Hours”	New Definition: “Solar Hours” shall have the meaning assigned to such term by GRID-INDIA under the GNA Regulations for the State in which the Project is located.	
2.	1.1 “Non-Solar Hours”	New Definition: “Non-Solar Hours” shall have the meaning assigned to such term by GRID-INDIA under the GNA Regulations for the State in which the Project is located.	
3.	1.1 “Remaining Hours”	New Definition: “Remaining Hours” shall mean all hours other than the Solar Hours and the Peak Hours, i.e., such Non-Solar Hours that do not fall within the Peak Hours.	
4.	3.1.2.	Article modified as follows: The above configuration shall be identical to the “installed capacity” for which connectivity has been granted to the RPD under the GNA Regulations. The above configuration can be changed until SCSD/extended SCSD. Further, the RPDs are free to change the Project location and/or Delivery Point up to the date as on 12 months from the Effective Date of PPA. In this regard, any change in Delivery Point shall be allowed subject to the condition that the Start Date of connectivity at the proposed new Delivery Point is on or before 31 st December 2029 or the date as on 36 months from the Effective Date of PPA, whichever is earlier. The Successful Bidder/ RPD shall be required to provide a copy of in-principle/ final grant of	

		connectivity at the proposed new substation in this regard, at the time of seeking approval from SECI. In case the Successful Bidder/ RPD chooses to submit the in-principle/ final grant of connectivity in the name of any entity other than the Successful Bidder/ RPD (whose connectivity is allowed to be utilized by the Successful Bidder/ RPD as per GNA regulations), the Successful Bidder/ RPD is required to submit an Undertaking from the connectivity grantee as per Annexure-I, along with copy of the in-principle/ final grant of connectivity.	
5.	4.4.1	<p>Article modified as follows:</p> <p><u>Demand Fulfilment Ratio (DFR):</u> Under this Agreement, procurement of Contracted Capacity shall be in power (MW) terms. The RPD shall supply RE power in Round-the-Clock manner by maintaining the following Demand Fulfilment Ratios (DFR):</p> <ul style="list-style-type: none"> (i) a minimum DFR of 90% in each time-block during the Peak Hours; (ii) a minimum DFR of 50% and a maximum DFR of 60% in each time-block during the Solar Hours; (iii) a minimum DFR of 70% in each time-block during the Remaining Hours, i.e. Non-Solar Hours other than Peak Hours. <p>For the purpose of this Clause, a time-block shall comprise 15 minutes' duration. A Day shall commence from 00:00 Hrs. to 24:00 Hrs, with the first time-block of a Day commencing from 00:00 Hrs.</p> <p>“Demand Fulfilment Ratio” in a particular time-block for scheduling shall be calculated as follows: $DFR = [Power\ Injection\ Scheduled\ by\ the\ RPD\ (MW)\ in\ a\ particular\ time\ block \div Contracted\ Capacity\ (MW)]$, subject to the maximum value of DFR being 1.</p> <p>The RPD's performance against this metric will be measured by:</p> <ul style="list-style-type: none"> (i) adding up the shortfall of each time-block in meeting the min. DFR requirement during the Peak Hours; (ii) adding up the shortfall of each time-block in meeting the min. DFR requirement during the Solar Hours; (iii) adding up the shortfall of each time-block in meeting the min. DFR requirement during the Remaining Hours, i.e. Non-Solar Hours other than Peak Hours. <p>Penalty for all the above shortfalls will be calculated on time-block-wise basis and will be reconciled on monthly basis. This aggregate penalty of all the above shortfalls shall be recovered on monthly basis from the subsequent monthly bill.</p> <p>However, it is further clarified that in the event a project is being mapped with two or more Buying Entities, the penalty for all the above shortfalls shall be calculated separately for each Buying Entity considering peak, solar, and the remaining hours of respective Buying Entity.</p>	
6.	4.4.8	The RPD shall schedule power on day-ahead basis. The Buying Entities shall compulsorily off-take all such power, subject to the maximum power scheduled in any time-block being equal	The RPD shall schedule power on day-ahead basis. The Buying Entities shall compulsorily off-take all the power during Peak Hours and Remaining Hours, subject to the maximum

		to the Contracted Capacity.	power scheduled in any time-block being equal to the Contracted Capacity. Excess power during Solar Hours, above the maximum DFR requirement, shall be dealt with in line with Article 4.4.10 of the PPA.
7.	4.4.10	To allow optimization of operation of RE Power generating systems, the RPD is allowed to supply power in excess of the Contracted Capacity in any time-block, to any third-party or power exchange without requiring any No-Objection Certificate (NOC) from SECI/Buying Entity. In case such power is purchased by the Buying Entity, it shall be purchased at the PPA tariff (plus SECI's trading margin). ...	To allow optimization of operation of RE Power generating systems, the RPD is allowed to supply power in excess of the Contracted Capacity in any time-block, to any third-party or power exchange without requiring any No-Objection Certificate (NOC) from SECI/Buying Entity. In case such power is purchased by the Buying Entity, it shall be purchased at the PPA tariff (plus SECI's trading margin) for the excess supply during Peak and Remaining Hours, and at 50% of the PPA tariff (plus SECI's trading margin) for the excess supply during Solar Hours. Further, during Solar Hours, the RPD is allowed to supply power in excess of maximum DFR requirement of 60% in each time-block to any third party or power exchange, only after giving the first right of refusal to SECI/ Buying Entity(ies) by giving day-ahead advance notice to both SECI and Buying Entity(ies) of such excess supply during Solar Hours. In case such power is purchased by the Buying Entity, it shall be purchased at 50% of the PPA tariff (plus SECI's trading margin). ...
8.	4.4.13	In a particular Contract Year, the aggregate penalty for shortfall in the minimum DFR requirements for Peak and Off-Peak Hours shall be applicable on the RPD. Illustration to this effect is enclosed at Schedule-4 of the PPA.	In a particular Contract Year, the aggregate penalty for shortfall in the minimum DFR requirements for Peak, Solar and Remaining Hours shall be applicable on the RPD. Illustration to this effect is enclosed at Schedule-4 of the PPA.
9.	4.5.2	Subsequent to grant of connectivity, in case there is a delay in Start Date of Connectivity by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCSD of the Project, or delay in Start Date of Connectivity, and it is established that:	Subsequent to grant of connectivity, in case there is a delay in Start Date of Connectivity by the CTU/STU and/or there is a delay in readiness of the ISTS/ STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/ STU network until SCSD of the Project, or delay in Start Date of

		<p>(i) The RPD has complied with the complete application formalities as per RfS and as per the Detailed Procedure as issued by the CTU,</p> <p>(ii) The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CTU, and</p> <p>(iii)The delay in Start Date of Connectivity/ GNA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is solely attributable to the CTU/transmission licensee and is beyond the control of the RPD; ...</p>	<p>Connectivity, and it is established that:</p> <p>(i) The RPD has complied with the complete application formalities as per RfS and as per the Detailed Procedure as issued by the CTU/ STU,</p> <p>(ii) The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/ CTU/ SERC/ STU, and</p> <p>(iii)The delay in Start Date of Connectivity/ GNA by the CTU/ STU and/or delay in readiness of the ISTS/ STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/ STU network, is solely attributable to the CTU/ STU/ transmission licensee and is beyond the control of the RPD; ...</p>
10.	13.1.1.(i)	... failure to maintain minimum DFR requirement as per Article 4.4.1 in every time-block during Peak and Off-Peak Hours for a period of 2 (two) consecutive Contract Years, excluding the first Contract Year ending on 31 st March immediately after commencement of power supply failure to maintain minimum DFR requirement as per Article 4.4.1 in every time-block during Peak, Solar and Remaining Hours for a period of 2 (two) consecutive Contract Years, excluding the first Contract Year ending on 31 st March immediately after commencement of power supply ...
11.	13.3.5	<p>... RPD's min. Peak and Off-Peak Hours Demand Fulfilment Ratio (DFR) requirement shall be reduced to the average of respective actual Peak and Off-Peak Hours DFR achieved for the 2 default Contract Years and the RPD shall be liable to pay to Buying Entity(ies), lump-sum damages equivalent to 24 (twenty-four) months or balance PPA period, whichever is less, for the amount corresponding to aggregate energy shortfall arising from reduction in both the min. Peak and off-Peak Hours DFR obligation. ...</p> <p>... In the event of termination of PPA in such cases and for other cases (except for the Event of Default on account of failure to commence supply of power within the stipulated time), the RPD shall be liable to pay to Buying Entity(ies), damages equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, for the amount corresponding to aggregate energy</p>	<p>... RPD's min. Peak, Solar and Remaining Hours Demand Fulfilment Ratio (DFR) requirement shall be reduced to the average of respective actual Peak, Solar and Remaining Hours DFR achieved for the 2 default Contract Years and the RPD shall be liable to pay to Buying Entity(ies), lump-sum damages equivalent to 24 (twenty-four) months or balance PPA period, whichever is less, for the amount corresponding to aggregate energy shortfall arising from reduction in the min. Peak, Solar and Remaining Hours DFR obligation. ...</p> <p>... In the event of termination of PPA in such cases and for other cases (except for the Event of Default on account of failure to commence supply of power within the stipulated time), the RPD shall be liable to pay to Buying Entity(ies), damages equivalent to 24 (twenty-four) months, or balance PPA period,</p>

		based on the min. Peak and off-Peak Hours DFR obligation. ...	whichever is less, for the amount corresponding to aggregate energy based on the min. Peak, Solar and Remaining Hours DFR obligation. ...
12.	13.4.4	... In the event the aforesaid novation is not acceptable to the RPD, or if no offer of novation is made by SECI within the stipulated period, then the RPD may terminate the PPA and at its discretion require SECI to pay to the RPD, damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, for the amount corresponding to aggregate energy based on the min. Peak and off-Peak Hours DFR obligation. In the event the aforesaid novation is not acceptable to the RPD, or if no offer of novation is made by SECI within the stipulated period, then the RPD may terminate the PPA and at its discretion require SECI to pay to the RPD, damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, for the amount corresponding to aggregate energy based on the min. Peak, Solar and Remaining Hours DFR obligation. ...
13.	Schedule-4	Modified Schedule is enclosed herewith.	
Amendments in PSA document			
1.	2.11.3	<p>Article modified as follows:</p> <p>The provisions of Article 4.4 of the PPA shall be applicable mutatis mutandis to this Agreement. The RPD shall supply RE power in Round-the-Clock manner, matching the energy supply criteria stipulated in Article 4.4 of the PPA. The RPD shall be required to maintain the following Demand Fulfilment Ratios (DFR):</p> <ul style="list-style-type: none"> (i) a minimum DFR of 90% in each time-block during the Peak Hours; (ii) a minimum DFR of 50% and a maximum DFR of 60% in each time-block during the Solar Hours; (iii) a minimum DFR of 70% in each time-block during the Remaining Hours, i.e. Non-Solar Hours other than Peak Hours. <p>For the purpose of this Clause, <u>a time-block shall comprise 15 minutes' duration</u>. A Day shall commence from 00:00 Hrs. to 24:00 Hrs, with the first time-block of a Day commencing from 00:00 Hrs.</p> <p>“Demand Fulfilment Ratio” for a particular time-block shall be calculated as follows: $DFR = \frac{[Power\ Injection\ Scheduled\ by\ the\ RPD\ (MW)\ in\ a\ particular\ time\ block]}{Contracted\ Capacity\ (MW)}$, subject to the maximum value of DFR being 1.</p> <p>The RPD’s performance against this metric will be measured by:</p> <ul style="list-style-type: none"> (i) adding up the shortfall of each time-block in meeting the min. DFR requirement during the Peak Hours; (ii) adding up the shortfall of each time-block in meeting the min. DFR requirement during the Solar Hours; (iii) adding up the shortfall of each time-block in meeting the min. DFR requirement during 	

		<p>the Remaining Hours, i.e. Non-Solar Hours other than Peak Hours.</p> <p>Penalty for all the above shortfalls will be calculated on time-block-wise basis and will be reconciled on monthly basis. This aggregate penalty of all the above shortfalls shall be recovered on monthly basis from the subsequent monthly bill.</p> <p><u>Peak Hours:</u> The Buying Entity shall choose any 6 hours, on a daily basis, between 18:00 Hrs. in the evening of a day and 10:00 Hrs. in the morning of the subsequent day, which shall be the 'Peak Hours' for that day. These 6 hours shall be intimated by the Buying Entity on day-ahead basis and will constitute the Peak Hours for that day. All remaining hours outside these 6 Peak Hours chosen by the Buying Entity shall be referred to as 'Off-Peak Hours'.</p> <p>In case of non-receipt of Peak Hours schedule from the Buying Entity, the Peak Hours for that day shall be considered same as the Peak Hours of the preceding day.</p> <p>Penalties with respect to shortfall in meeting the above performance criteria will be dealt as per the terms of PPA.</p>	
2.	2.11.5	<p>Notwithstanding Article 2.11.3, the SECI/RPD is free to sell power in excess of the Contracted Capacity in any time-block, to any third party or power exchange, without requiring any NOC from Buying Entity. In case such power is purchased by the Buying Entity, it shall be purchased at the Applicable tariff as per Article 1 of this Agreement. ...</p>	<p>Notwithstanding Article 2.11.3, the SECI/RPD is free to sell power in excess of the Contracted Capacity in any time-block, to any third party or power exchange, without requiring any NOC from Buying Entity. In case such power is purchased by the Buying Entity, it shall be purchased at the Applicable tariff as per Article 1 of this Agreement for the excess supply during Peak and Remaining Hours, and at 50% of the Applicable tariff as per Article 1 of this Agreement for the excess supply during Solar Hours.</p> <p>Further, during Solar Hours, SECI/ RPD is allowed to supply power in excess of maximum DFR requirement of 60% in each time-block to any third party or power exchange, with first right of refusal for such power being vested with the Buying Entity. In case such power is purchased by the Buying Entity, it shall be purchased at 50% of the Applicable tariff as per Article 1 of this Agreement. ...</p>
3.	3.2.7	<p>... equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, for the amount corresponding to aggregate energy based on the min. Peak and off-Peak Hours DFR obligation. ...</p>	<p>... equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, for the amount corresponding to aggregate energy based on the min. Peak, Solar and Remaining Hours DFR obligation. ...</p>

ILLUSTRATION FOR PENALTIES APPLICABLE AGAINST SHORTFALL IN POWER SUPPLY (Clause 8 of the RfS)

❖ Assumptions

- Contracted Capacity w.r.t. the Buying Entity (A): 100 MW
- Applicable Tariff for the Project: **Rs. 4.0/kWh**
- Considering 5th Contract Year after commencement of power supply from last part capacity of the Project.
- Power supply profile for a typical month (say April) in the 5th year:

Illustration-1: Calculation of shortfall in meeting min. DFR requirement during Peak Hours, Solar Hours, and Remaining Hours (as per Clause 8.1.a.(i), 8.1.a.(ii), 8.1.a.(iii) and 8.2.b of the RfS), to be reconciled on monthly basis

Time-block	Power required to be Scheduled (B = DFR x A) (in MW) (DFR @90% for Peak Hours, @50% for Solar Hours, and @70% for the Remaining Hours)	Power Scheduled by the RPD during a day (C) (in MW)	Shortfall in Power Scheduled [D = max (B-C, 0)] (in MW)
00:00-00:15	90	85	5
00:15-00:30	90	95	0
00:30-00:45	70	85	0
00:45-01:00	70	85	0
...			
08:00-08:15	50	40	10
08:15-08:30	50	50	0
08:30-08:45	90	80	10
08:45-09:00	90	80	10
09:00-09:15	90	85	5
09:15-09:30	90	90	0
09:30-09:45	90	95	0
09:45-10:00	50	55	0
10:00-10:15	50	50	0
10:15-10:30	50	50	0

...			
17:00-17:15	50	45	5
17:15-17:30	50	55	0
17:30-17:45	50	50	0
17:45-18:00	50	50	0
18:00-18:15	90	85	5
18:15-18:30	90	85	5
18:30-18:45	90	90	0
18:45-19:00	90	90	0
19:00-19:15	90	90	0
19:15-19:30	90	90	0
19:30-19:45	90	90	0
19:45-20:00	90	90	0
20:00-20:15	70	90	0
20:15-20:30	70	90	0
20:30-20:45	70	85	0
20:45-21:00	70	85	0
21:00-21:15	90	90	0
21:15-21:30	90	90	0
21:30-21:45	90	90	0
21:45-22:00	90	90	0
...			
Total			55
<p>*Sum total of shortfall in Power Scheduled in a day: $\sum D = 55$ MW,</p> <p>**Considering same situation prevailing for the entire month, total shortfall in Energy in this month = $55 \times 30 / 4 = 412.5$ MWh.</p> <p>*** Assuming PPA Tariff of INR 4.0/kWh, Penalty for the above month = $(1.5 \times 4.0 \times 412.5 \times 1000) / 100000 =$ INR 24.75 Lakhs</p>			

Note: The above illustration has been provided for a sample monthly data, based on assumptions as indicated. Actual calculations for penalties will be made for the yearly data as made available through the REA.

**SCHEDULE 4 of the PPA (Revised): ILLUSTRATION FOR PENALTIES APPLICABLE
AGAINST SHORTFALL IN POWER SUPPLY (Article 4.4.13 of the PPA)**

❖ Assumptions

- Contracted Capacity w.r.t. the Buying Entity (A): 100 MW
- Applicable Tariff for the Project: **Rs. 4.0/kWh**
- Considering 5th Contract Year after commencement of power supply from last part capacity of the Project.
- Power supply profile for a typical month (say April) in the 5th year:

Illustration-1: Calculation of shortfall in meeting min. DFR requirement during Peak Hours, Solar Hours, and Remaining Hours (as per Clause 8.1.a.(i), 8.1.a.(ii), 8.1.a.(iii) and 8.2.b of the RfS), to be reconciled on monthly basis

Time-block	Power required to be Scheduled (B = DFR x A) (in MW) (DFR @90% for Peak Hours, @50% for Solar Hours, and @70% for the Remaining Hours)	Power Scheduled by the RPD during a day (C) (in MW)	Shortfall in Power Scheduled [D = max (B-C, 0)] (in MW)
00:00-00:15	90	85	5
00:15-00:30	90	95	0
00:30-00:45	70	85	0
00:45-01:00	70	85	0
...			
08:00-08:15	50	40	10
08:15-08:30	50	50	0
08:30-08:45	90	80	10
08:45-09:00	90	80	10
09:00-09:15	90	85	5
09:15-09:30	90	90	0
09:30-09:45	90	95	0
09:45-10:00	50	55	0
10:00-10:15	50	50	0
10:15-10:30	50	50	0
...			

17:00-17:15	50	45	5
17:15-17:30	50	55	0
17:30-17:45	50	50	0
17:45-18:00	50	50	0
18:00-18:15	90	85	5
18:15-18:30	90	85	5
18:30-18:45	90	90	0
18:45-19:00	90	90	0
19:00-19:15	90	90	0
19:15-19:30	90	90	0
19:30-19:45	90	90	0
19:45-20:00	90	90	0
20:00-20:15	70	90	0
20:15-20:30	70	90	0
20:30-20:45	70	85	0
20:45-21:00	70	85	0
21:00-21:15	90	90	0
21:15-21:30	90	90	0
21:30-21:45	90	90	0
21:45-22:00	90	90	0
...			
Total			55
*Sum total of shortfall in Power Scheduled in a day: $\sum D = 55$ MW,			
**Considering same situation prevailing for the entire month, total shortfall in Energy in this month = $55 \times 30 / 4 = 412.5$ MWh.			
*** Assuming PPA Tariff of INR 4.0/kWh, Penalty for the above month = $(1.5 \times 4.0 \times 412.5 \times 1000) / 100000 =$ INR 24.75 Lakhs			

Note: The above illustration has been provided for a sample monthly data, based on assumptions as indicated. Actual calculations for penalties will be made for the yearly data as made available through the REA.