



**Request for Selection (RfS) Document
for
Selection of RE Power Developers under Contract for
Difference (CfD) Mechanism for assured Peak Supply
of 1500 MWh (500 MW x 3 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 19.04.2026

Tender Search Code on ISN-ETS: SECI-2026-TN000007

***Solar Energy Corporation of India Limited
(A Government of India Enterprise)
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Tel: 011 - 24666200, e-mail : contracts@seci.co.in***

DISCLAIMER

- I. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SECI immediately. If no intimation is received from any bidder within **10 (Ten) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
- II. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this document.
- III. This RfS document has been prepared in good faith, and on best endeavour basis. Neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
- IV. All rights to this tender document and its contents are reserved by SECI. No portion of this document may be copied, reproduced, distributed, or transmitted in any form or by any means—whether electronic, mechanical, photocopying, recording, or otherwise—without the prior written consent of SECI, except as permitted under applicable Indian copyright laws for brief quotations in reviews or other non-commercial uses. Any third-party content included herein is subject to the intellectual property rights of the respective owners and may not be used without their explicit permission.
- V. In case of any discrepancy in the documents uploaded on the websites of SECI, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi

Date: 19.04.2026

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of RE Power Developers under Contract for Difference (CfD) Mechanism for assured Peak Supply of 1500 MWh (500 MW x 3 Hrs.) from ISTS-Connected RE Projects in India under Tariff-based Competitive Bidding (SECI-CfD-I)	
(B)	RfS NO. & DATE	SECI/C&P/IPP/13/0002/26-27 dated 19.04.2026	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/> Yes
(D)	TYPE OF RfS/ TENDER	E-TENDER	<input checked="" type="checkbox"/> Yes
		MANUAL	<input type="checkbox"/>
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document	
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE)	APPLICABLE	<input checked="" type="checkbox"/> Yes
		NOT APPLICABLE	<input type="checkbox"/>
		<u>Amount:</u> INR 50,000/- (Indian Rupees Fifty Thousand Only) + applicable GST to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS	
(G)	BID PROCESSING FEE	APPLICABLE	<input checked="" type="checkbox"/> Yes
		NOT APPLICABLE	<input type="checkbox"/>
		<u>Amount:</u> INR 20,000/MW + applicable GST for the quoted capacity subject to a maximum amount of INR 20,00,000 + applicable GST for the response to RfS, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RfS.	

(H)	EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="checkbox"/>
		NOT APPLICABLE	<input type="checkbox"/>
<u>Amount:</u> In line with Clause 16 of the RfS, to be submitted in the form of Bank Guarantee/ POI/ Insurance Surety Bond along with the response to RfS			
(I)	PERFORMANCE BANK GUARANTEE	APPLICABLE	<input type="checkbox"/>
		NOT APPLICABLE	<input type="checkbox"/>
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or SECI website.	
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on ISN-ETS portal	
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal	
(M)	e-REVERSE AUCTION (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.	
(N)	CONTACT DETAILS OF ISN-ETS PORTAL	M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com	
(O)	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)	Sh. Atulya Kumar Naik Executive Director (Contracts & Procurement) Solar Energy Corporation of India Limited 6 th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi - 110 023 Email: aknaik@seci.co.in	
(P)	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY	1) Sh. Pratik Prasun DGM (C&P) Contact No.: 011-24666237 pratikpr@seci.co.in	

	ASSISTANCE REQUIRED	2) Sh. Jayansh Gaur Dy. Manager (C&P) Contact No.: 011-24666281 jayansh.gaur@seci.co.in
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- Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications, if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and/or SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- Amendment(s)/Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com> and www.seci.co.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.seci.co.in and the details will be available only from <https://www.bharat-electronictender.com>.

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

- 1.1 Solar Energy Corporation of India Limited (hereinafter referred to as “SECI”) is a “Navratna” Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.2 Ministry of New and Renewable Energy (MNRE) has issued “Guidelines for Implementation of Contract for Difference (CfD) for 500 MW Renewable Energy Capacity” vide Office Memorandum dated 30.03.2026. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued (if any) until the last date of bid submission of this RfS.
- 1.3 As part of the above Guidelines, SECI hereby invites proposals for setting up of ISTS-connected RE projects under Contract for Difference (CfD) Mechanism for assured Peak Supply of 1500 MWh (500 MW x 3 Hrs.) in India on Build Own Operate (BOO) basis. SECI shall enter into a Contract for Difference (CfD) Agreement (hereinafter referred to as “CfDA”) with the successful Bidders selected based on this RfS for supply of Renewable Energy through Power Exchanges for a period of 12 years based on the terms, conditions and provisions of the RfS and CfDA. The standard CfDA document is available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.
- 1.4 Power from the above Projects has been provisioned to be sold on/through Power Exchanges of India during non-solar hours. SECI has been designated as the nodal agency for implementing the CfD mechanism, including operation of the CfD Pool to be established under this RfS and the Guidelines.
- 1.5 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on SECI for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable Tariff. SECI does not, however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability, as the case may be, of the fiscal incentives.
- 1.6 Bidders who have already commissioned Renewable Energy (RE) Projects or are in process of constructing such Projects and have untied capacity may also participate under this RfS. In such case, they will be given the benefit of a longer period of CfDA, commensurate to the duration between the Commercial Operation Date (COD) and Scheduled Commissioning Date (SCD), pursuant to Clause 11 of the RfS. It is clarified that the Bidders who have terminated their PPAs with Renewable Energy Implementing

Agencies as identified by the MNRE and/or with any State-owned Distribution Company (DISCOM) during the intervening period between the date of issuance of this RfS and the bid submission deadline, are not allowed to participate in this RfS for the respective Project(s).

- 1.7 No separate Central Financial Assistance is envisaged for implementation of the Projects selected under this RfS.

2 Invitation for Bids

- 2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of SECI and the Bidder/RPD shall be governed by the RfS Documents/Agreement signed between SECI and the RPD for the Project.

- 2.2 Interested Bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS are mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

They may obtain further information regarding this RfS from the registered office of SECI at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the Bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SECI in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- 2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.
- 2.4 Bidder shall submit bid proposal along with non-refundable Cost of RfS Document, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the requisite Cost of RfS Document, Bid Processing Fees and EMD will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

- 2.5 RfS documents can be downloaded from the ISN-ETS Portal or from SECI's website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfS. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS Portal. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS Portal. The same may also be uploaded on SECI website. However, in case of any discrepancy, the information available on ISN-ETS Portal shall prevail.
- 2.6 SECI reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 2.7 SECI has issued this RfS in the capacity of "Nodal Agency" as defined in the aforementioned Guidelines. SECI may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards.

2.8 INTERPRETATIONS

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents and any headings or sub-headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 *Scope of Work*

- 3.1 Under this RfS, the RE Power Developer (RPD) shall be required to set up ISTS-connected RE Power Project(s) with or without Energy Storage System (ESS), including the transmission network up to the Interconnection/ Delivery Point with the primary objective of selling electricity from such RE Project on Power Exchanges, at its own cost and as per the provisions of the RfS and CfDA.
- 3.2 Identification of land, installation and ownership of the Project(s), along with obtaining connectivity and necessary approvals and interconnection with the ISTS network for supply of power through Power Exchanges, will be under the scope of the RPD.
- 3.3 The Projects to be selected under this scheme provide for deployment of RE Power Projects, with or without Energy Storage System. However, the selection of Projects would be technology agnostic.
- 3.4 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. Further, it is clarified that ESS charged using a source other than RE power would not qualify as RE power. ESS technology can be changed by the RPD at any time during the Term of the CfDA. Any change in the ESS component during the Term of the CfDA shall be at the risk and cost of RPD and under intimation to SECI.

4 *Total capacity offered*

- 4.1 Selection of RE Power Projects for a total Contracted Capacity of 500 MW will be carried out through e-bidding followed by e-Reverse Auction (e-RA) process.
- 4.2 For each Project, the Project configuration, i.e. the Installed Capacity proposed, will be submitted by the Bidder at the time of bid submission. The above configuration can be changed until the Scheduled Commissioning Date (SCD) of the Project. It is hereby clarified that the Installed Capacity of RE Generating component can be less than, equal to, or greater than the Contracted Capacity.

5 *Maximum Eligibility for Contracted Capacity Allocation for a Bidder*

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- 5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of cumulative Contracted Capacity of **50 MW** and a maximum quantum of **125 MW**, in the prescribed formats. The cumulative Contracted Capacity shall be quoted in integral values only.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

- 5.2 The cumulative Contracted Capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to **125 MW**.
- 5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects is elaborated in Section-5 of the RfS.
- 5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6 *Project Location*

- 6.1 The Projects can be located anywhere in India at the locations chosen by the Bidder/RPD at its own discretion of and cost, risk and responsibility. For a single Project, the RE Generating components, along with ESS (if any) must be co-located. However, Project location(s) should be chosen taking cognizance of the provision as per Clause 7 and Clause 9 of the RfS. In any case, additional connectivity for RE Generating component or ESS component (if applicable), above the Contracted Capacity, will not be provided. It is hereby clarified that the sum of rated capacities of individual project components (RE Generating component(s) and ESS (if applicable)) may be greater than the Contracted Capacity but the capacity eligible for CfD with SECI under this RfS will be limited to Contracted Capacity.
- 6.2 The term “Project” shall have the meaning as defined in Section-6 of the RfS and shall refer to the Project capacity or the Installed Capacity as quoted by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).
- 6.3 The RPDs are free to change the Project location and/or Delivery Point up to the deadline for Financial Closure as per Clause 21 of the RfS. Any change in Delivery Point shall be allowed by SECI only in case the Start Date of connectivity at the proposed revised Delivery Point is on or before the Start Date of connectivity at the existing Delivery Point of the Project.

In the case of Change in Delivery Point and in any other case (except on account of Force Majeure as per CfDA), the RPD will not be eligible for extension in Financial Closure and SCD timelines for meeting the Project milestones.

7 *Connectivity with the Grid*

- 7.1 The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the RPD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS shall be 220 kV.
- 7.2 The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid, with injection scheduling rights during non-solar hours, on a pan-India basis.

While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

- i. Existing substations having available margin for grant of connectivity with non-solar hour access as indicated by the respective substation owner.
- ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.
- iii. Substations approved under the updated plan made available by the CTU on its website, <https://www.ctuil.in/renewable-energy>, subject to availability of requisite margin in non-solar hours for grant of connectivity with non-solar hour access.
- iv. Substations identified for RE capacity under para 3, 4, 5, and 9 of ‘Transmission System for Integration of over 500 GW RE Capacity by 2030’ published by CEA on its website, https://cea.nic.in/wp-content/uploads/psp_a_i/2022/12/CEA_Tx_Plan_for_500GW_Non_fossil_capacity_by_2030.pdf, including subsequent revision therein from time-to-time.

Bids indicating substations outside the above four choices will be liable for rejection. The Bidder shall select the substation in a manner that ensures compliance with the SCD of the Project as per Clause 9 of the RfS.

- 7.3 The responsibility of getting the ISTS connectivity for non-solar hours shall entirely be of the RPD and shall be at the cost of the RPD, in line with applicable regulations. In case of the Project being set up in a RE Park, applicable connectivity regulations shall govern the scope of the RPD. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the RPD at its own cost. In case an RPD is required to use InSTS to bring the power to ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of transmission system up to the Interconnection Point shall be responsibility of the RPD, to be undertaken entirely at its cost and expense.
- 7.4 The arrangement of connectivity can be made by the RPD through a transmission line up to the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the RPD.
- 7.5 The RPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022. RE Power Project shall comply with all the technical requirements specified under Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, including subsequent amendment and clarifications issued thereto, as well as other Rules/Regulations issued by CERC/CEA and as amended from time to time. It is further clarified that the mention of RPD, as indicated in the procedure

issued under the above Rules/Regulations, will be responsible for its respective obligation as notified in the procedure, irrespective of the provisions of the RfS and CfDA. The Projects shall also comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.

- 7.6 Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the CfDA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the ISTS substation through a common transmission line subject to the following conditions:
- i. Acceptance of such an arrangement by CTU/ RLDC.
 - ii. Energy injected by each Project will be recorded and jointly signed by respective RPDs and copies of the same will be submitted to SECI/CTU as required.
 - iii. The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/RPC concerned.
 - iv. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the RPDs who share such a Pooling arrangement, based on their monthly generation.
- 7.7 The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the RPD and any financial implication on account thereof shall be borne by the RPD. In order to remove potential discrepancies and ambiguities, the RPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the RPD for its early rectification without any liability on SECI. The RPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- 7.8 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by RPD as per provisions of CfDA. Metering arrangement for the Project shall have to be adhered to in line with relevant provisions of the CfDA.
- 7.9 In case the connectivity gets revoked due to non-compliance of RPD, in such case the energy may not be supplied through Power Exchanges and RPD will keep SECI indemnified from any losses; further, the RPD shall be liable for any penalty for non-performance as specified in the RfS/CfDA.

8 *Energy Supply by the RE Power Developer*

8.1 Criteria for Energy Supply during Peak Hours

- a. The RPD shall, on a day-ahead basis, choose any 3 hours for supply of energy from the Project through Power Exchanges from “Peak Hours”, which shall be between

18:00 Hrs. and 24:00 Hrs of a Day, provided that such selected hours fall within the non-solar hours as defined under the GNA Regulations. The 3 hours chosen by the RPD for a day shall be the Peak Hours for that day.

- b. The RPD is mandated to sell 3000 kWh of energy per MW Contracted Capacity of the Project during Peak Hours on/through Power Exchanges, on a daily basis.
- c. The RPD shall be required to sell energy generated from the Project on a daily basis through the Power Exchanges. The RPD shall schedule supply during Peak Hours through Power Exchanges at its discretion, with the objective of maximizing revenue by selecting any 3 hours within the Peak Hours during which the Market Clearing Price (MCP) is expected to be the highest.

Notwithstanding the above, at any time during the Term of the CfDA, SECI shall have the right to designate the Peak Hours (including specific time-blocks) during which the RPD shall supply power from the Project through the Power Exchanges, if deemed necessary.

It is hereby clarified that any associated charges, losses, and any fees (including transaction fees), as applicable, for selling the energy on/through Power Exchange shall be entirely borne by RPD. SECI shall only carry out the financial settlement as detailed in the subsequent clauses.

- d. CfD settlement shall only be carried out for the energy sold by RPD in GDAM/ DAM/ RTM on/through Power Exchanges during the Peak Hours, subject to maximum hourly quantum of 1 MWh per MW Contracted Capacity. Such settlement shall be carried out based on the difference between MCP of the respective time-block and Strike Price (SP). Any gain/ loss in the above settlement shall be settled between RPD and CfD Pool, through SECI, as per the methodology specified in the Guidelines and which has been brought below.

If the MCP exceeds the SP, the difference shall be passed on from RPD to SECI and the same shall be credited to the CfD Pool. Conversely, if the MCP is lower than the SP, the shortfall shall be paid to the RPD by SECI from the CfD Pool, to ensure payment at the SP.

Profit/ Loss sharing mechanism: The profits earned, and the losses borne by the RPD shall be shared between the RPD and the CfD Pool in a 30:70 ratio daily, with reconciliation to be carried out monthly.

CfD Pool/ CfD Stabilization Fund: A stabilization fund of INR 76 Cr. has been created as CfD Pool. This corpus will serve as a revolving buffer to manage pay-ins and pay-outs under the CfD settlement framework under this RfS and CfDA.

- e. The sequence of bidding by the RPD on the Power Exchanges shall be:
 - i. Green Day Ahead Market (GDAM)
 - ii. Order Carry Forward (OCF) to Day Ahead Market (DAM)
 - iii. Any uncleared/ curtailed volume must be bid in Real Time Market (RTM).

- f. Sale of RECs in the market: For the quantum of energy sold in the DAM and RTM markets, Renewable Energy Certificates (RECs) will be issued to the RPD as per applicable regulations. The RPD shall sell such RECs in the REC market on/through Power Exchanges or any other permitted mechanism, in accordance with applicable extant regulations, with the objective of maximizing revenue.

The revenue generated from the sale of these RECs shall be deposited into the CfD Pool to be established under this RfS and the Guidelines.

In case of sale of RECs at a rate, which is lesser than the highest of rates in REC market among all the Power Exchanges, RPD shall be liable for penalty for the difference in price of highest of the applicable rate in REC market for the corresponding period among all the Power Exchanges and the rate at which REC is sold by the RPD. This penalty will be credited to the CfD Pool.

- g. The RPD shall supply power such that 100% of the annual energy offered corresponds to RE power. The RPD can, however, 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 the Clause, refers to 25% of the total annual energy required to be supplied. This energy may be supplied directly to meet the supply requirements during Peak Hours and/or utilized for charging the ESS for subsequent supply from the ESS during Peak Hours (as applicable). 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 these provisions, 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.

- h. In case where ESS component is installed by the RPD, in order to allow optimization of operation of ESS, the RPD is allowed to use the ESS component for any other application (including market operations such as third-party sale or sale in power exchange) within the availability of connectivity, without requiring No Objection Certificate (NOC) from SECI, after fulfilling the Peak supply requirements for that Day (which is supply of 3 MWh per MW Contracted Capacity on daily basis during Peak Hours) as per the RfS and CfDA.

Any instance of third-party sale of power from the Project by the RPD, while the supply commitments under the CfDA remains unfulfilled for that day, shall constitute a breach of RPD's obligations under the CfDA and render the RPD liable for penalty @1.5 times of the difference between Reference Rate (Reference Rate being the highest of the MCP on that day in the DAM/GDAM/RTM of all the Power Exchanges operating in India) and Strike Price (SP), corresponding to the volume of such sale.

This penalty will be levied over and above the penalty for shortfall in meeting the supply of energy during Peak Hours as per Clause 8.2 of the RfS.

In case the Reference Rate comes out to be less than the Strike Price, no penalty shall be levied on the RPD.

In either case, for such sale of power from the Project, the RPD shall not be eligible for CfD settlement under the CfDA.

8.2 **Shortfall in Energy Supply during Peak Hours**

- a. In case of any weekly shortfall in supply of Power through Power Exchanges during the Peak Hours as chosen by the RPDs, from the mandated supply of energy (i.e. up to 21 MWh for each 1 MW Contracted Capacity), the RPD shall pay a penalty calculated @ 1.5 times of the difference between (i) the highest of the MCP in DAM/GDAM/RTM of all the Power Exchanges during the non-solar hours, as specified by GRID-INDIA, falling between 18:00 hours and 24:00 hours, across all Days of the Week, and (ii) Strike Price (SP), corresponding to the shortfall in energy. The proceeds of this penalty shall be credited to the CfD Pool. In case the rate as determined at (i) above comes out to be less than the Strike Price, no penalty shall be levied on the RPD. It is hereby clarified that the RPD shall not be eligible for CfD settlement corresponding to the energy shortfall.

- b. The above shortfall shall be calculated such that penalty will be levied on the weekly shortfall beyond 10%, computed against the energy required to be supplied by the RPD during the Peak Hours (i.e. 21 MWh for each 1 MW capacity). A “week” shall consist of a period of 7 consecutive days, starting from the next day of COD of the Project. The shortfall shall be calculated on a weekly basis, and the accrued penalties shall be recovered on a monthly basis.

If the energy in any time-block during Peak Hours selected by the RPD is curtailed on account of constraints/ congestion in the transmission corridor in accordance with the Open Access Regulations and the Grid Code, the quantum of such curtailed energy shall be reduced from the energy required to be supplied by the RPD for that Week and the penalty will be levied on the shortfall calculated with reference to the revised energy required to be supplied by the RPD for that Week.

9 ***Commissioning***

The RPD shall commission the Project in line with provisions of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the RPD proposing the Project, or its part (including single component), for commissioning shall give to SECI, a preliminary notice not later than 60 days prior and advance notice not later than 30 days prior to the proposed commissioning date. Further, the RPD shall also give a notice of not less than seven (7) days, for trial run or repeat of trial run, to the concerned RLDC, and SECI. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required.

The RPD shall submit requisite documents as mentioned below, at least 30 days prior to trial run of the Project –

- i. Installation report duly signed by the authorized signatory as per Annexure-C of the RfS indicating rating and quantity of inverters and Solar PV modules (as applicable), Energy Storage System of each type for the capacity proposed for commissioning only duly signed by authorized signatory.
- ii. Synchronization declaration by the RPD for the capacity proposed for commissioning, including details of the synchronized Solar blocks (as applicable), ESS units and WTGs (as applicable) as per Annexure-G of the RfS.
- iii. Board resolution for authorized signatory for signing the documents related to commissioning of the Project.
- iv. Affidavit from the authorized signatory of the RPD stating that
 - a. the solar cells and modules have been procured from a manufacturer listed in the ALMM/ ALMMC by MNRE (as applicable).
 - b. the Wind turbines installed in the said Project have been procured from a turbine manufacturer listed in the RLMM issued by MNRE (as applicable).
 - c. all the equipment including but not limited to solar PV modules (as applicable), Inverters/PCU, Power transformer, ESS, WTGs (as applicable), Transmission Systems, and cables have been installed in compliance with the technical requirements specified under the RfS/CfDA.
 - d. In case of individual component commissioning, RPD is required to submit affidavit as above.
 - e. RPD has obtained all the necessary approvals for commissioning and subsequent commencement of power supply from the Project.
 - f. Indemnifying SECI against any discrepancies in the above details.
- v. Plant layout along with the Single Line Diagram (SLD), clearly indicating the details of WTG size and capacity along with the individual WTG Serial Nos. (as applicable), their locations, feeder details, 230/220/33 kV Pooling Sub Station, the ESS, Solar Block Capacity (as applicable), Inverters/ICR Blocks, Inverter Duty Transformer, Power Transformers, and Energy meters.
- vi. Energization approval from CEI/CEIG/CEA (as applicable) for WTGs, solar PV modules, inverters, transformers, ESS (as applicable) along with all annexures and attachments.
- vii. CEIG/ CEA approval for 33 kV Transmission Line(s) and Feeders, CEIG/ CEA approval for ISTS S/s Bay, 220 kV Line & PSS.
- viii. Final grant of connectivity letter issued by CTUIL for the Project in the name of either the RPD or the Bidding Company. If the RPD intends to commission the

project before the operationalization of connectivity, RPD shall submit an undertaking indemnifying SECI, as per the format in Annexure-I.

- ix. Trial run certificate issued by appropriate authority in accordance with IEGC.
- x. MoD NOC approval /Affidavit indemnifying SECI in case of Green Zone, as declared by NIWE.
- xi. Documents to prove the clear possession of or right to use the identified land. Affidavit from the RPD certifying possession of land identified for the project, bearing the details of such land parcels where Project is located, and indemnifying SECI against any discrepancies in the above details.
- xii. The generating company (RPD) proposing its generating station or a unit thereof for trial run or repeat of trial run shall give a notice of not less than seven (7) days to the concerned RLDC, and SECI.
- xiii. 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.
- xiv. A complete set of documents except trial run certificate and Synchronization declaration, required to be submitted by RPD 15 days before the proposed date of the commissioning of the Project.
- xv. Geotagging intimation to NIWE.
- xvi. Metering scheme from RLDC/other concerned authority.

In case the RPD fails to submit the abovementioned documents 15 days prior to the proposed date of trial run to SECI, then NOC towards sale of infirm power will not be issued to the RPD. In this case, if it is found that the infirm power is being scheduled to any third party/ power exchange without obtaining NOC from SECI, RPD will be liable to pay compensation to SECI for the amount corresponding to the difference of Reference Rate (Reference Rate being the highest of the MCP on that day in the DAM/GDAM/RTM of all the Power Exchanges operating in India) and Strike Price, only if the Reference Rate is higher than the Strike Price as per the CfDA. For sale of such infirm power from the Project, the RPD shall not be eligible for CfD settlement under the CfDA.

It is clarified that SECI shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the RPD shall be required to obtain No-objection certificate (NOC)/ CfDA Compliance Certificate from SECI prior to 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 RPD. This verification will be at SECI's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by SECI. Prior to commencement of power supply from the Project, the RPD shall submit COD certificate for the corresponding Installed Capacity to SECI as part of the requisite documents.

The date of onset of commercial sale of power from the Project through the Power Exchanges under this RfS/ CfDA shall be considered as the “Commercial Operation Date (COD)” under the RfS/CfDA.

The RPD shall be required to obtain No-Objection Certificate (NOC) from SECI prior to sale of infirm power to any third party prior to declaration of COD.

9.1 **Part Commissioning**

Part Commissioning of the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty in terms of the CfDA on the part which has not yet been commissioned. Further, in case of part commissioning, the energy to be supplied by the RPD shall be proportionately reduced and any power being supplied over and above the supply requirements shall be treated as excess power under the respective RfS/CfDA provisions and shall not be covered under the CfD settlement under the RfS/ CfDA.

However, the SCD will not get altered due to part-commissioning of the Project. Irrespective of dates of part or full commissioning, the CfDA will remain in force for the period specified in the CfDA.

9.2 **Commissioning Schedule and Penalty for Delay in Commissioning**

- a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on **12 months** from the Effective Date of the CfDA (for e.g. if Effective Date of the CfDA is 07.11.2026, then SCD shall be 07.11.2027).
- 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.
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.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.
- d. For delay in commissioning of the Project beyond the date as per Clause 9.2.b above, the Contracted Capacity shall stand reduced to the Project Capacity that has been commissioned until the date as per Clause 9.2.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 9.2.2b above, shall be encashed on pro-rata basis.

10 Not used

11 Early Commissioning

- 11.1 The RPD shall be permitted for full as well as part commissioning of the Project even prior to the SCD, subject to availability of transmission connectivity and General Network Access (GNA). In cases of early part or full commissioning of the Project, the RPD shall give fifteen (15) days advance notice to SECI regarding the advance commissioning of full or part capacity.

The RPD shall commence sale of power from the early part/ full commissioned capacity on/through Power Exchanges, and the corresponding CfD settlement of such energy shall be undertaken by SECI in accordance with the terms and conditions of the CfDA.

- 11.2 If the RPD installs any ESS component(s) at its own risk and cost without the corresponding RE Generating component (wind, solar PV or any other RE source), such ESS component shall be recognized by SECI only after the corresponding RE Generating component has been installed.