SOLAR ENERGY CORPORATION OF INDIA LTD.
NEW DELHI

Ref No. SECI/C&P/RPD/RTC-I/102019/Amendment-04 dated 28.02.2020

<table>
<tr><td colspan="4">Amendment-04 to RfS for Selection of RE Power Developer for “Round-the-Clock” Energy Supply from 400 MW RE Power Projects to NDMC, New Delhi, and Daman & Diu and Dadra & Nagar Haveli under Tariff-based Competitive Bidding (RTC-I)</td></tr>
<tr><td colspan="4">RfS No. SECI/C&P/RPD/RTC-I/RfS/400MW/102019 dated: 18.10.2019</td></tr>
<tr><td>Sr. No.</td><td>Clause No.</td><td>Existing Clause</td><td>Amended Clause</td></tr>
<tr><td colspan="4">Amendments in the RfS document</td></tr>
<tr><td>1.</td><td>Section III, Cl. 3.3</td><td>The Project, having a single contracted capacity of 200 MW, is required to be designed for inter-connection with transmission network of ISTS at voltage level of 220 kV or above. The RPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in Annexure-A and Appendix A-1. The contracted capacity shall be determined by the connectivity granted to the RPD for the said Project…..</td><td>The Project, having a single contracted capacity of 200 MW, is required to be designed for inter-connection with transmission network of ISTS at voltage level of 220 kV or above. The RPDs shall demonstrate the contracted capacity at the injection point(s) to meet the RTC requirements, as defined in the Commissioning procedure enclosed in Annexure-A and Appendix A-1…..</td></tr>
<tr><td>2.</td><td>Section III, Cl. 3.3 (ii)</td><td>……

Note: In the interest of utilizing the optimization potential offered by hybridization of various RE technologies, it is hereby reiterated that the Project capacity does not necessarily have to be the arithmetic sum of the installed capacity of the various components being utilized. Project capacity shall be determined from the connectivity granted to the RPD.</td><td>……

Note: In the interest of utilizing the optimization potential offered by hybridization of various RE technologies, it is hereby reiterated that the Project capacity does not necessarily have to be the arithmetic sum of the installed capacity of the various components being utilized.</td></tr>
<tr><td>3.</td><td>Section III, Cl. 8.3</td><td colspan="2">Modified as follows:

<u>SHORTFALL IN GENERATION</u>
(i) <u>In case of the Project being commissioned after 1st April of the year:</u> After commissioning/part commissioning of the Project, during the Term of the PPA, subsequent to completion of 1st Contract Year, if for any year, it is found that the RPD has not been able to supply minimum energy corresponding to the lower limit of energy corresponding to 80% CUF, such shortfall in performance shall make the RPD liable to pay the damages as described below, in lieu of compensation provided in the PSA as payable to Buying Entities and the RPD shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. In case of part-commissioning of the Project,</td></tr>
</table>

the above minimum annual energy requirement shall be calculated corresponding to the commissioned capacity, until commissioning of full capacity of the Project, or the finally accepted Project capacity, as applicable.

(ii) In case of the Project being commissioned **on 1st April** of the year: After commissioning/part commissioning of the Project, if for any year, it is found that the RPD has not been able to supply minimum energy corresponding to the lower limit of energy corresponding to 80% CUF, such shortfall in performance shall make the RPD liable to pay the damages as described below, in lieu of compensation provided in the PSA as payable to Buying Entities and the RPD shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. In case of part-commissioning of the Project, the above minimum annual energy requirement shall be calculated corresponding to the commissioned capacity, until commissioning of full capacity of the Project, or the finally accepted Project capacity, as applicable.

In both the above cases, the damages being levied due to shortfall in generation shall be calculated as follows:

a) In case of shortfall in generation below energy corresponding to 80% CUF and upto (and including) 77.5% CUF: The amount of compensation shall be calculated at twice the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.

b) In case of shortfall in generation below energy corresponding to 77.5% CUF: In addition to the compensation as per (a) above, tariff escalation shall be removed from the Applicable Tariff for the Contract Year immediately succeeding the Contract Year in which the above minimum energy requirements are not met by the RPD. The same non-escalation of tariff will continue in case the above shortfall is recorded in the immediately succeeding Contract Year, and tariff escalation will be restored only upon achieving the minimum energy requirements as above. This non-escalation of Applicable Tariff shall be applicable upto (and including) the 15th / 16th Contract Year (as applicable as per Clause 14.7 below) of the PPA (corresponding to shortfall recorded in the 14th / 15th Contract Year, if any), and for the remaining years, compensation calculated at twice the PPA tariff for the shortfall below the energy corresponding to 80% CUF, shall be levied on the RPD.

Illustration:

Assuming,

- Project size: 100 MW
- Applicable Tariff for the 1st Contract Year: 3.5/kWh
- Contracted Energy to be supplied in a Contract Year: 8,76,600 MWh
- Minimum energy to be supplied in a Contract Year: 7,01,280 MWh

- **As per a) above,**

Energy supplied in 5th Contract Year (corresponding to 77.5% CUF): 6,79,365 MWh

Compensation to be levied as per PPA= (2 x Rs. 3.94/kWh) x (701280-679365 MWh)

= Rs. 17,26,90,200.

- **As per b) above,**

  Energy supplied in 5th Contract Year (corresponding to 70% CUF): 6,13,620 MWh

  Compensation to be levied as per PPA= (2 x Rs. 3.94/kWh) x (701280-613320 MWh)

  = Rs. 69,31,24,800.

  Additionally, Applicable Tariffs shall be as follows:

  Applicable Tariff in the 5th Contract Year: Rs. 3.94/kWh

  Applicable Tariff in the 6th Contract Year: Rs. 3.94/kWh (instead of Rs. 4.06/kWh)

  Applicable Tariff in the 7th Contract Year: Rs. 4.06/kWh (instead of Rs. 4.18/kWh, in case the minimum energy requirement is achieved in the 6th Contract Year)

  In case the above minimum energy requirement is not achieved in the 6th Contract Year, the Applicable Tariff for the 7th Contract Year will remain 3.94/kWh, and continue so on without escalation, until the minimum energy requirement is achieved in any particular Contract Year.

For avoidance of any doubt, it is reiterated that in case the Project commissioning/part commissioning takes place after 1st April of the year, minimum energy supply requirements (corresponding to 80% CUF) shall be monitored from the commencement of 2nd Contract Year, for levy of damages as above.

Shortfall in generation and associated compensation to be levied on the RPD shall be calculated as per the actual generation data from the Project, and methodology for the same will be provided during the project implementation period.

The lower limit will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the RPD. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of power by RPD. Such compensation as recovered from the RPD shall be passed on by SECI to the Buying Entity, after deducting losses of SECI.

The RPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the RPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI/Buying Utility. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI in each case specified under the PPA. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with SECI, affecting supply of power by the RPD.

<table>
<tr>
<td>4.</td>
<td>Section III, Cl. 14.7</td>
<td>
Modified as follows:
The bidders shall quote a single first year tariff under this RfS, which subsequently, shall have an escalation @3% at the commencement of each Contract Year (rounded off to two decimal points), upto the end of the 15th Contract Year of the term of the PPA, and shall subsequently be fixed thereafter, for the remaining term of the PPA. In case the 1st Contract Year is not a full year, the escalation shall commence after the culmination of the 2nd Contract Year, subject to Clause 8.3 above. In such case, the tariff escalation shall continue upto the 16th Contract Year. An illustration to this effect is as follows (for a first-year tariff of Rs. 3.50/kWh):
<table>
<tr><th>Contract year of PPA</th><th>Tariff for the corresponding year (INR/kWh)</th></tr>
<tr><td>1*</td><td>3.50</td></tr>
<tr><td>2</td><td>3.50</td></tr>
<tr><td>3</td><td>3.61</td></tr>
<tr><td>4</td><td>3.71</td></tr>
<tr><td>5</td><td>3.82</td></tr>
<tr><td>6</td><td>3.94</td></tr>
<tr><td>7</td><td>4.06</td></tr>
<tr><td>8</td><td>4.18</td></tr>
<tr><td>9</td><td>4.30</td></tr>
<tr><td>10</td><td>4.43</td></tr>
<tr><td>11</td><td>4.57</td></tr>
<tr><td>12</td><td>4.70</td></tr>
<tr><td>13</td><td>4.84</td></tr>
<tr><td>14</td><td>4.99</td></tr>
<tr><td>15</td><td>5.14</td></tr>
<tr><td>16</td><td>5.29</td></tr>
<tr><td>17</td><td>5.29</td></tr>
<tr><td>18</td><td>5.29</td></tr>
<tr><td>19</td><td>5.29</td></tr>
<tr><td>20</td><td>5.29</td></tr>
<tr><td>21</td><td>5.29</td></tr>
<tr><td>22</td><td>5.29</td></tr>
<tr><td>23</td><td>5.29</td></tr>
<tr><td>24</td><td>5.29</td></tr>
<tr><td>25</td><td>5.29</td></tr>
<tr><td>26*</td><td>5.29</td></tr>
</table>
* 1st and 26th years being partial years.
<u>In case the 1st Contract Year is a full Year,</u> tariff escalation shall be brought into effect from the commencement of 2nd Contract Year, upto the 15th Contract Year, subject to Clause 8.3.
</td>
</tr>
</table>

5.	Section III, Cl. 16.a.	…..It may be noted that part commissioning of the capacity will be admissible subject to the condition that “Round-the-Clock” supply of power is achieved by the commissioned part-capacity, in line with RfS conditions….	It may be noted that in case of part-commissioning (including early part-commissioning) of the Project, payment against energy supply shall be made at the PPA tariff subject to the Project meeting the minimum energy requirement equivalent to 80% CUF on a monthly basis. In other cases, payment shall be made @Rs. 2.88/kWh until commissioning of full capacity of the Project, or the finally accepted project capacity, as applicable.
Amendments in the PPA document			
1.	4.4.1	**Modified as follows:** Subsequent to commissioning/part-commissioning of the Project, in any Contract Year except for the scenario as per (i) below, SECI shall not be obliged to purchase any additional energy from the HPD beyond ……….. Million kWh (MU) [Insert value of energy corresponding to 100% CUF for the Project]. (i) <u>In case of the Project being commissioned **after 1st April** of the year:</u> After commissioning/part commissioning of the Project, during the Term of the PPA, subsequent to completion of 1st Contract Year, if for any year, it is found that the RPD has not been able to supply minimum energy of ……………… Million kWh (MU) [Insert value of energy corresponding to 80% CUF], such shortfall in performance shall make the RPD liable to pay damages as below, in lieu of the compensation provided in the PSA as payable to Buying Entities and the RPD shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. In case of part-commissioning of the Project, the above minimum energy requirement shall be calculated corresponding to the commissioned capacity, until commissioning of full capacity of the Project, or the finally accepted Project capacity, as applicable. (ii) <u>In case of the Project being commissioned **on 1st April** of the year:</u> After commissioning/part commissioning of the Project, during the Term of the PPA, if for any year, it is found that the RPD has not been able to supply minimum energy of ……………… Million kWh (MU) [Insert value of energy corresponding to 80% CUF], such shortfall in performance shall make the RPD liable to pay damages as below, in lieu of the compensation provided in the PSA as payable to Buying Entities and the RPD shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. In case of part-commissioning of the Project, the above minimum annual energy requirement shall be calculated corresponding to the commissioned capacity, until commissioning of full capacity of the Project, or the finally accepted Project capacity, as applicable. In both the above cases, the damages being levied due to shortfall in generation shall be calculated as follows:	

a) <u>In case of shortfall in generation below energy corresponding to 80% CUF and upto (and including) 77.5% CUF:</u> The amount of compensation shall be calculated at twice the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.

a) <u>In case of shortfall in generation below energy corresponding to 77.5% CUF:</u> In addition to the compensation as per (a) above, tariff escalation for the immediately succeeding Contract Year shall be removed from the Applicable Tariff for the corresponding Contract Year. The same non-escalation of tariff will continue in case the above shortfall is recorded in the immediately succeeding Contract Year, and tariff escalation will be restored only upon achieving the minimum energy requirements as above. This non-escalation of Applicable Tariff shall be applicable upto (and including) the 15th / 16th Contract Year (as applicable as per Article 9.1) of the PPA (corresponding to shortfall recorded in the 14th / 15th Contract Year, if any), and for the remaining years, compensation calculated at twice the PPA tariff for the shortfall below the energy corresponding to 80% CUF, shall be levied on the RPD.

<u>Illustration:</u>

Assuming,

(ii) <u>Project size:</u> 100 MW

(iii) <u>Applicable Tariff for the 1st Contract Year:</u> 3.5/kWh

(iv) <u>Contracted Energy to be supplied in a Contract Year:</u> 8,76,600 MWh

(v) <u>Minimum energy to be supplied in a Contract Year:</u> 7,01,280 MWh

- **As per a) above,**

<u>Energy supplied in 5th Contract Year (corresponding to 77.5% CUF):</u> 6,79,365 MWh

Compensation to be levied as per PPA= (2 x Rs. 3.94/kWh) x (701280-679365 MWh)

= Rs. 17,26,90,200.

- **As per b) above,**

<u>Energy supplied in 5th Contract Year (corresponding to 70% CUF):</u> 6,13,620 MWh

Compensation to be levied as per PPA= (2 x Rs. 3.94/kWh) x (701280-613320 MWh)

= Rs. 69,31,24,800.

Additionally, Applicable Tariffs shall be as follows:

Applicable Tariff in the 5th Contract Year: Rs. 3.94/kWh

Applicable Tariff in the 6th Contract Year: Rs. 3.94/kWh (instead of Rs. 4.06/kWh)

Applicable Tariff in the 7th Contract Year: Rs. 4.06/kWh (instead of Rs. 4.18/kWh, in case the minimum energy requirement is achieved in the 6th Contract Year)

<u>In case the above minimum energy requirement is not achieved in the 6th Contract Year, the Applicable Tariff for the 7th Contract Year will remain 3.94/kWh, and continue so on without escalation, until the minimum energy requirement is achieved in any particular Contract Year.</u>

<table>
<tr><td></td><td></td><td colspan="2">For avoidance of any doubt, it is reiterated that in case the Project commissioning/part commissioning takes place after 1^{st} April of the year, minimum energy supply requirements (corresponding to 80% CUF) shall be monitored from the commencement of 2^{nd} Contract Year, for levy of damages as above.

Shortfall in generation and associated compensation to be levied on the RPD shall be calculated as per the actual generation data from the Project, and methodology for the same will be provided during the project implementation period.

The lower limit will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the RPD. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of power by RPD. Such compensation as recovered from the RPD shall be passed on by SECI to the Buying Entity, after deducting losses of SECI.

The RPD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the RPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by SECI/Buying Utility. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre-estimate of the damages that may be suffered by the SECI in each case specified under this Agreement.</td></tr>
<tr><td>2.</td><td>4.4.2</td><td>For the “Round the Clock” Project, excess generation available from the Project after meeting the hourly/daily/ requirements as per the PPA, will be allowed to be sold by the RPD in the open market through a separate connectivity. However….</td><td>For the “Round the Clock” Project, excess generation available from the Project after meeting the hourly/daily/ requirements as per the PPA, will be allowed to be sold by the RPD in the open market. However….</td></tr>
<tr><td>3.</td><td>9.1</td><td colspan="2">Modified as follows:

Subsequent to commissioning of the first part capacity of the Project, for the first Contract Year, the RPD shall be entitled to receive the Tariff of Rs. ………/kWh [insert the tariff discovered through the bidding process conducted by SECI], and subject to Article 4.4.1, the same shall be escalated @ 3% at the commencement subsequent Contract Years (rounded off to two decimal points) upto the end of 15th Contract Year, and shall subsequently be fixed thereafter, for the remaining Term of the PPA; for the energy supplied from the Project. In case the 1^{st} Contract Year is a full Year, tariff escalation shall be brought into effect from the commencement of 2^{nd} Contract Year, upto the 15^{th} Contract Year, subject to Article 4.1.1.

However, in case the Project commissioning takes place after 1^{st} April of the year, the above escalation in Applicable Tariff shall be brought into effect from the commencement of the 3^{rd}</td></tr>
</table>

<table>
<tr><td></td><td></td><td colspan="2">Contract Year, subject to Article 4.4.1. In such case, the tariff escalation shall continue upto the 16^{th} Contract Year.

In case of Part commissioning of the Project, (including early part-commissioning) of the Project, payment against energy supply shall be made at the Applicable tariff as above, subject to the Project meeting the minimum energy requirement equivalent to 80% CUF on a monthly basis. In other cases, energy payment shall be made @Rs. 2.88/kWh until commissioning of full capacity of the Project, or the finally accepted project capacity, as applicable.

In case of early commissioning of the Project, subject to the consent for such purchase by the Buying Entity, SECI may purchase the generation at the above Tariff. Any energy produced and flowing into the grid before SCD shall not be at the cost of SECI. SECI may agree to buy such power provided Buying Entity consent to purchase such energy. However, the RPD will not be allowed to sell energy generated prior to SCD or excess energy during any Contract Year to any other entity other than SECI (unless refused by SECI).

In cases of early (part or full) commissioning, the RPD shall be required to intimate SECI its proposed date of early commissioning not later than 60 days prior to the proposed commissioning date. SECI shall respond to the RPD not later than 30 days from receipt of the above intimation, regarding its acceptance or refusal to purchase such power from the proposed early commissioning date.</td></tr>
<tr><td>4.</td><td>9.2</td><td>For the “Round the Clock” Project, excess generation available from the Project after meeting the hourly requirements as per the PPA, will be allowed to be sold by the RPD in the open market through separate connectivity. It may be noted…..</td><td>For the “Round the Clock” Project, excess generation available from the Project after meeting the hourly requirements as per the PPA, will be allowed to be sold by the RPD in the open market. It may be noted…..</td></tr>
<tr><td colspan="4">Amendments in the PSA document</td></tr>
<tr><td>1.</td><td>5.1.1</td><td colspan="2">Modified as follows:

Subsequent to commissioning of the first part capacity of the Project, and subject to the provision of the Article 6.7, for the first Contract Year, the RPD shall be entitled to receive the Tariff of Rs. ………/kWh [insert the tariff discovered through the bidding process conducted by SECI], fixed up to commissioning of the cumulative awarded capacity/accepted cumulative capacity by SECI under the RfS, and subject to Article 6.8.3.b, the same shall be escalated @ 3% at the commencement of the subsequent Contract Year (rounded off to two decimal points) upto the end of 15th Contract Year, and shall subsequently be fixed thereafter, for the remaining Term of the PPA; for the energy supplied from the Project.

However, in case the Project commissioning takes place after 1^{st} April of any Year, the above escalation in Applicable Tariff shall be brought into effect from the commencement of the 3^{rd} Contract Year, subject to Article 6.8.3.b. In such case, the tariff escalation shall continue upto the 16^{th} Contract Year.

The Buying Entity shall make the payments at the Tariff as above, plus trading margin of Rs. 0.07/ kWh, to SECI</td></tr>
</table>

2.	6.8.3.b.	**Modified as follows:** (i) In case of the Project being commissioned **after 1st April** of the year: After commissioning/part commissioning of the Project, during the Term of the PPA, subsequent to completion of 1st Contract Year, if for any year, it is found that the RPD has not been able to supply minimum energy of …………….. Million Units (MUs) [Insert value corresponding to the lower limit of 80% CUF], such shortfall in performance shall make the RPD liable to pay the damages as below, in lieu of compensation provided in the PSA as payable to Buying Entities and the RPD shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. (ii) In case of the Project being commissioned **on 1st April** of the year: After commissioning/part commissioning of the Project, during the Term of the PPA, if for any year, it is found that the RPD has not been able to supply minimum energy of …………….. Million Units (MUs) [Insert value corresponding to the lower limit of 80% CUF], such shortfall in performance shall make the RPD liable to pay damages as below, in liue of the compensation provided in the PSA as payable to Buying Entities and the RPD shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. In both the above cases, the damages being levied due to shortfall in generation shall be calculated as follows: a) In case of shortfall in generation below energy corresponding to 80% CUF and upto (and including) 77.5% CUF: The amount of compensation shall be calculated at twice the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. b) In case of shortfall in generation below energy corresponding to 77.5% CUF: In addition to the compensation as per (a) above, tariff escalation for the immediately succeeding Contract Year shall be removed from the Applicable Tariff for the corresponding Contract Year. The same non-escalation of tariff will continue in case the above shortfall is recorded in the immediately succeeding Contract Year, and tariff escalation will be restored only upon achieving the minimum energy requirements as above. This non-escalation of Applicable Tariff shall be applicable upto (and including) the 15th / 16th Contract Year (as applicable as per Article 5.1.1) of the PPA (corresponding to shortfall recorded in the 14th / 15th Contract Year, if any), and for the remaining years, compensation calculated at twice the PPA tariff for the shortfall below the energy corresponding to 80% CUF, shall be levied on the RPD. **Illustration:** Assuming, (i) Project size: 100 MW (ii) Applicable Tariff for the 1st Contract Year: 3.5/kWh (iii) Contracted Energy to be supplied in a Contract Year: 8,76,600 MWh (iv) Minimum energy to be supplied in a Contract Year: 7,01,280 MWh

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  Applicable Tariff in the 7th Contract Year: Rs. 4.06/kWh (instead of Rs. 4.18/kWh, in case the minimum energy requirement is achieved in the 6th Contract Year)

  In case the above minimum energy requirement is not achieved in the 6th Contract Year, the Applicable Tariff for the 7th Contract Year will remain 3.94/kWh, and continue so on without escalation, until the minimum energy requirement is achieved in any particular Contract Year.

For avoidance of any doubt, it is reiterated that in case the Project commissioning/part commissioning takes place after 1st April of the year, minimum energy supply requirements (corresponding to 80% CUF) shall be monitored from the commencement of 2nd Contract Year, for levy of damages as above.

The lower limit will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the RPD. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of power by RPD. Such compensation as recovered from the RPD shall be passed on by SECI to the Buying Entity, after deducting losses of SECI.

	5.1.4	As per provisions of the PPA, the RPDs are permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early commissioning, the Buying Entity may purchase the generation at the Tariff as mentioned in the Article 5.1.1 plus Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh). In case of full commissioning of the Project(s) prior to SCD, Buying Entity shall purchase the power at tariff as per article 5.1.1 plus Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh)].	As per provisions of the PPA, the RPDs are permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In case of Part commissioning of the Project, (including early part-commissioning and acceptance of the such power by the Buying Entity) of the Project, the Buying Entity may purchase the energy at the Tariff as per Article 5.1.1 plus SECI's Trading margin of Rs.0.07/kWh (Seven Paisa per kWh), subject to the Project meeting the minimum energy requirement equivalent to 80% CUF on a monthly basis. In other cases, energy payment shall be made @Rs. 2.88/kWh plus SECI's trading margin of Rs. 0.07/kWh until commissioning of full capacity of the Project, or the finally accepted project capacity, as applicable, in case such early part commissioning energy is accepted by the Buying Entity. In case of full commissioning of the Project(s) prior to SCD, Buying Entity shall purchase the power at tariff as per article 5.1.1 plus Trading Margin of Rs 0.07/kWh, (Seven Paisa per kWh)].
3.	5.1.5	For the "Round the Clock" Project, excess generation available from the Project after meeting the hourly requirements as per the PPA, will be allowed to be sold by the RPD in the open market through separate connectivity.	For the "Round the Clock" Project, excess generation available from the Project after meeting the hourly requirements as per the PPA, will be allowed to be sold by the RPD in the open market.