

SOLAR ENERGY CORPORATION OF INDIA LIMITED						
New Delhi						
Ref No. SECI/C&P/SPD/ISTS-IX/RfS/2000MW/032020						Dated: 04.06.2020
Clarifications to the queries on the Request for Selection (RfS) Document For Selection of Solar Power Developers for Setting up of 2000 MW ISTS-Connected Solar PV Power projects in India (ISTS-IX) (RfS No. SECI/C&P/SPD/ISTS-IX/RfS/2000MW/032020)						
Sl. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RFS	Clause 7.10 Page 25	The SPD shall be required to apply for connectivity at the identified substation within 30 days from the issuance of LOAs.	The developer may apply for connectivity before issuance of LOA as per the options suggested under Clause 7.10	Stage I connectivity can be applied without issuance of LOA	The Clause has been suitably modified. Please refer to the Amendments.
2	RFS	Clause 10.2 Page 30	The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee	Scheduled Foreign Banks in India as listed in the Scheduled Commercial Banks List on the website of Reserve Bank of India (RBI) are eligible to furnish the EMD provided it is endorsed by the Indian branch of the same bank or State Bank of India (SBI).	Scheduled Foreign Banks in India as listed in the Scheduled Commercial Banks List on the website of Reserve Bank of India (RBI) are eligible to furnish the EMD	Provisions of RfS shall prevail. Most of the major foreign Banks are registered with RBI as Scheduled Commercial Banks.
3	RFS	Clause 18.4 Page 39	In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters Shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 03 (Three) years from the COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.	A company which is having 99.9 % shareholding by a listed European company, or its 100% owned direct subsidiary/SPV, will be exempt under clause 18.4	Clarification - Change in shareholding applicable for a direct subsidiary/SPV of a listed foreign company.	Tender conditions remain unchanged.
4	RFS	11.1	On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. The PBGs will be returned to the Successful Bidders immediately after successful commissioning of their Project, after taking into account any penalties due to delays in commissioning as per provisions stipulated in Section 3.11.	Request you to kindly identify the number of days in which the Bank Guarantees towards EMD and PBG will be released after the PBG verification/signing of PPA and after successful commissioning of the Project respectively.	Timely release of EMD/PBG would help in maintaining the liquidity of the developers by not blocking a huge amount for a longer period of time.	Tender conditions remain unchanged.
5	RFS		EMD / PBG	As per recent MNRE Notification SECI should accept Payment on Order Acceptance (POI) in place of BG against EMD/PBG in this tender as well.	The similar clause has been added in SECI Hybrid Trance III bid.	The provision for POI as an alternative to PBG has been suitably incorporated. Please refer to the Amendments.
6	RFS	8.3	Any excess generation over and above 10% of declared annual CUF will be purchased by SECI at its discretion (without any obligation to do so) at a fixed tariff of 75% (seventy-five percent) of the PPA tariff, provided SECI is able to get any buyer for sale of such excess generation.	Request SECI to purchase such excess power at PPA tariff.		Tender conditions remain unchanged.
7	RFS	IFB pt. 8	If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 3 years after COD), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.	Request you to reduce the equity lock-in period to 1 year		Tender conditions remain unchanged.
8	RFS	7.1	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 SPD.	Due to any reason not attributable to Developer, in case project commercial operation date falls beyond December 2022, request the Procurer to bear the Inter State CTU charges/losses.		Tender conditions remain unchanged.

9	RFS	8.4	Note: Notwithstanding anything mentioned above, the provisions of Clause 8.4 of the RFS shall be applicable subject to the acceptance of the same by the respective Buying Utility in the Power Sale Agreement.	We request SECI to please delete this NOTE to clause no 8.4.	It represents an uncertainty wrt treatment of Generation Compensation due to Grid Unavailability/ Transmission Constraint / Backdown. Since these aspects are beyond control of the Bidder, hence we request SECI to not impose any conditional treatment for such compensation.	The Clause has been suitably modified. Please refer to the Amendments.
10	RFS	Clause 19	Single stage, Double Envelope bidding followed by e-Reverse Auction followed by L-1 Matching, has been envisaged under this Rfs. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this Rfs online. The preparation of bid proposal has to be in the manner described in Clause No. 23, Section-III, Instructions to Bidders (ITB) of RFS.	L-1 matching is not acceptable. Request you to kindly remove the clause.		The Clause has been suitably modified. Please refer to the Amendments.
11	RFS	BIS	Processing Fee	Request SECI to reduce the processing fee Rs. 15 Lakh+18% GST for each Project from 100 MW and above. as it is significant amount and additional burden on bidder	As it is significant amount and additional burden on bidder	Tender conditions remain unchanged.
12	RFS	8.4 (b)	Compensation in offtake constraint due to Grid Unavailability: During the operation of the project, there can be some periods where the project can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Solar Power Developer.	Request that SPD be compensated at Day ahead schedule instead of Average Generation hours.		Tender conditions remain unchanged.
13	RFS	Clause 12	Payment security deposit @Rs. 5 lakh/MW/Project	This should be refundable at the end of PPA with interest.	Since this is a deposit, this should be made refundable with interest after PPA tenure is over.	This is a non-refundable Deposit, which will be utilized to set up the Payment Security Mechanism under the PPA.
14	RFS	Section V 2.b.2 Section II 7	2.b.2 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff in Indian Rupee. 7. Bidders shall submit their bid by offering a single tariff for all the Projects quoted for, which shall be applicable for the term of the PPA	The following may be modified as below: 1.3.3 Bidders shall submit their bid by offering a <u>Different tariff separately</u> for all the Projects quoted for, which shall be applicable for the term of the PPA. 3.5 b <u>Multiple tariff bid separately for the Projects</u> shall have to be filled online in the Electronic Form provided at the ISN-ETS portal	As per the RFS document, bidders are allowed to bid as many as projects with minimum capacity of 50 MW upto 2000 MW. However, bidders have to quote single tariff for all the projects quoted for. You may appreciate that each projects located at different locations would have different potential of generation and tariff may vary project to project as cost of land, other infrastructure cost and solar radiance etc would be different for each project site. In view of the above, tariff for different projects having different renewable potential can not be same. Therefore, it is requested to allow the bidder to quote different tariff for each individual project separately.	Tender conditions remain unchanged.
15	RFS	Section III 16.d	Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project @ 75% (seventy-five per cent) of the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.	"only in case the Discom agrees to purchase power from the Project" should be removed.	"only in case where the Discom agrees" is adding uncertainty to the availability of incentive on early commissioning. Please delete the same from the clause, enabling SPD to plan to commission the part or full project earlier then SCOD.	Tender conditions remain unchanged.

16	RFS	Sec IV C 3	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 and C.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.	Company C is a 100% subsidiary of Company B, which itself is a 100% subsidiary of Company A. Hence Company A is the ultimate parent of Company C. Can Company C use the financial credentials of Company A (its ultimate parent) in order to meet the financial eligibility criteria?	Request to provide clarity on this	Yes, the proposed methodology may be utilized for meeting the financial eligibility criteria.
17	RFS	Section - III 6	...The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 2000 MW.	We request you to kindly restrict the bid/allocation capacity maximum to 25% of tender size for every bidder participating in solar parks/non-solar parks biddings.	This will increase the effective participation from small and medium players operating in the sector. Bank funds will also be distributed among large stake holder mitigating their risks of dependency of single company/group.	The Clause has been suitably modified. Please refer to the Amendments.
18	RFS	Section - V 3.2	The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:	We request you to kindly allow all the technically qualified bidders in order to ensure maximum participation and competition	The number of bidders to participate in the auction will increase and so is the competition during auction.	Tender conditions remain unchanged.
19	RFS	Section III- Instruction to bidders; 9.1	9.1 The Solar Power Developers are required to obtain all necessary clearances.... Note: The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the issuance of LOA...	9.1 The Solar Power Developers are required to obtain all necessary clearances.... Note: The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the signing of PPA...	1. Along with the applications for approvals and permits, Developer has to submit signed copy of PPA as a prerequisite to the application. 2. The PPA is signed within 90 days of the LOA and keeping application date for approval, permits same as date of PPA is not viable for the developers.	The Clause has been suitably modified. Please refer to the Amendments.
20	RFS	Section III- Instruction to bidders; 14.1 -	Note: PPA will be executed between SECI and the SPD.....The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Projects	Note: PPA will be executed between SECI and the SPD.....However, it may be noted that the Successful Bidder shall be allowed to change the State of the proposed Project locations, prior to achievement of Financial Closure of the Project. Any changes in the location of the Project(s) awarded shall not be permitted subsequent to the above deadline.....The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Projects.	Request to please clarify if change in project location including state is allowed till financial closure. Request to please add provided sentence as the same was part of RfS till SECI VIII.	It may be noted that the SPD will be required to demonstrate land possession as per the RfS, only at the time of submission of request for project commissioning to SECI. Thus, it is implicit that the SPD is allowed to choose the land as per its own requirement, within the project commissioning timelines. However, any impact of change in project location and associated changes in connectivity/LTA, in terms of cost or time overruns, will be on the part of the SPD.
21	RFS	Section III- Instruction to bidders – 3.3/6(ii)/19.2	Capacity of ProjectFor each Project, the minimum Project capacity shall be 50 MW and the maximum capacity shall be 300 MW.....	Capacity of ProjectFor each Project, the minimum Project capacity shall be 50 MW and the maximum capacity shall be 300 MW.....	Request to please remove cap on maximum project size, which is 300 MW currently. The maximum project size is dependent on capacity of transmission line and bay end at ISTS substation, which is technical in nature. Putting any cap on maximum project size would defer optimization of transmission system by developer. Such optimization would result in better system utilization and competitive tariff as well. Which is in benefit of beneficiary and public at large.	The Clause has been suitably modified. Please refer to the Amendments.

22	RfS	Sec-I 36	“POWER PROJECT” or “SOLAR PROJECT” or “PROJECT” shall mean the solar power generation facility having single point of injection into the grid at Inter-connection/ Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering.	“POWER PROJECT” or “SOLAR PROJECT” or “PROJECT” shall mean the solar power generation facility having single/ multiple point(s) of injection into the grid at Inter-connection/ Delivery/ Metering Point, or in case of sharing of transmission lines by separate injection at Pooling Point and having a separate boundary, control systems and metering.	The SPD may have to break-up the project into multiple units, depending upon factors like availability of connectivity, land.	Tender conditions remain unchanged.
23	RfS	Sec-II 10	Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement and augmentation of already commissioned Projects, irrespective of their capacities will not be considered as eligible Project under this scheme.	Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement and augmentation of already commissioned Projects, irrespective of their capacities will not be considered as eligible Project under this scheme.	Enhancement and augmentation of an existing project and its Connectivity (i.e. evacuating capacity by sharing of transmission line with an existing project) is permissible as per CERC's RE Connectivity Procedure & its relevant principal regulations as well. SECI may clarify that Repowering of already commissioned projects can not be considered as a new project under this RfS.	Tender conditions remain unchanged.
24	RfS	Sec-III 7.10 (iii)	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...	The upcoming substations in Rajasthan under ISTS Phase-III/ IV must also be permissible and bidders must be allowed to choose from these. More importantly, SECI should work with CEA, PGCIL to upload details of Ph-III substations on their websites, along with their completion timelines, at least 30 days prior to Bid Submission date.	The Connectivity as approved under Ph-I and Ph-II at existing and planned substations in Rajasthan is more or less already exhausted. Therefore, in order to receive competitive bids, Bidders must be allowed to choose from upcoming substations also.	The Clause has been suitably modified. Please refer to the Amendments.
25	RfS	Sec-III 8.4 (a)	<u>Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint):</u> ... Corresponding to this generation loss, the excess generation by the SPD in the succeeding 03 (Three) Contract Years, shall be procured by SECI at the PPA tariff so as to offset this loss.	The declared CUF shall be considered for the purpose of calculation of generation loss. Corresponding to this generation loss, compensation shall be paid at 100% of PPA tariff as part of the energy bill for the successive month. <i>Appropriate amendment must be made in relevant clauses of PPA (cl. 4.10.1) & PSA (6.10.1) to reflect the same as well.</i>	The Generation loss is due to reason not attributable to the SPD, so the SPD should be squarely compensated in the next month itself, since plants are not designed to generate "excess generation" beyond the max. CUF, so the existing compensation will never materialize and will not help cover the losses of SPD.	Tender conditions remain unchanged.
26	RfS	Sec-III 8.4 (b)	<u>Compensation in offtake constraint due to Grid Unavailability:</u> Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)] Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year. The excess generation by the SPD equal to this generation loss shall be procured by SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	Generation Loss = [(Average Generation per hour during the month) × (number of hours of grid unavailability during the month)] Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month . The compensation calculated corresponding to the generation loss as above, shall be provided by SECI at the PPA tariff, as part of the energy bill for the successive month. <i>Appropriate amendment must be made in relevant clauses of PPA (cl. 4.10.2) & PSA (6.10.2) as well, to reflect the same.</i>	The Generation loss is due to reason not attributable to the SPD, so the SPD should be squarely compensated in the next month itself, since plants are not designed to generate "excess generation" beyond the max. CUF, so the existing compensation will never materialize and will not help cover the losses of SPD.	Tender conditions remain unchanged.
27	RfS	Sec-III 9.1	The SPD shall apply for all the necessary approvals, permits and clearances not more than 90 days from the issuance of LOA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the SPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.	Please remove the Note.	Project clearances and permits will be taken as & when required according to the Project plan, which can vary from one developer to another. Further, the PPA is signed within LOA+90 days. So, there is no question of application of these approvals within 90 days of LOA.	The Clause has been suitably modified. Please refer to the Amendments.

28	RfS	Sec-III 14.1	The Bidder shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 7.1), which can be changed by the SPD prior to signing of PPA. The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to SECI at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA.	This requirement should be removed. A single Project (with single PPA) should be permitted to have multiple injection points, locations. Change in such project break-up/ configuration should be permissible till project COD.	The project breakup depends on the availability of connectivity, LTA and land for the project. The bidders will apply for connectivity and LTA only post LoA once SECI confirms buying entity. Further, unforeseen reasons such as non-availability of connectivity/ LTA/ Land at any favourable location, may lead the bidder to change the project location which in turn shall require changing the project breakup/ configuration of individual components/project.	Tender conditions remain unchanged.
29	RfS	Sec-III 14.3	Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 90th day from the date of issuance of LOA.	The Effective date of the PPA shall be the date as on - 90th day from the date of issuance of LOA, or date of signing of PPA, whichever is later, provided that the Approval for Power Procurement, PPA & PSA is taken by the Buying Entity(ies) from its respective SERC(s) prior to the signing of the PPA & PSA.	The approval for procurement of power, PPA and PSA must be obtained by the Discom(s) from its SERC(s) prior to the PPA & PSA signing. Recently, there has been a significant turmoil in the market caused due to the absence of these approvals in some states like AP and UP, including for solar projects allocated by SECI & NTPC. Further, even the lenders and investors are dissuaded from infusing/ disbursing funds into the projects in the absence of these approvals.	The Effective Date of the PPA shall be the date as on 90th day from the date of issuance of LOA or date of signing of PPA whichever is later. However, If delay in signing of PPA is on account of SPD then the Effective Date of the PPA shall be the date as on 90th day from the date of issuance of LOA.
30	RfS	Sec-III 15 (i)	However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure	Notwithstanding anything contained in the Guidelines, any delay in getting: i) Approval for Procurement of Power, PPA, PSA for Contract Capacity by the Buying Entity(ies) from its respective SERCs beyond date of PSA, PPA signing, or ii) Adoption of tariff by SECI from CERC beyond <u>90 days of PPA signing.</u> shall entail a corresponding extension in Financial Closure <u>and SCD</u>	Delay in Tariff Adoption and Power Procurement Approval discourages investors and lenders, leading to delay in fund infusion/ disbursement. This affects project completion timelines. Further, the time period of 90 days from PPA signing is deduced from timeline for tariff adoption of 60 days as per MNRE's Std. Bidding Guidelines, and considering that a 30 day period is more than sufficient for filing of complete petition for adoption of tariff.	The Clause has been suitably modified. Please refer to the Amendments.
31	RfS	Sec-III 15 (vi)	The SPD shall be required to demonstrate possession of a minimum area of 1.5 ha/MW for the awarded Project Capacity	The SPD shall be required to demonstrate possession of a minimum area of 3 acres /MW for the awarded Project Capacity	This is considering the technological improvements and increase in the efficiency of solar modules. Each SPD may have its own overloading/ design requirements and project execution plan. SPD should not be obligated to purchase additional land than what it requires at any given stage of the project.	The Clause has been suitably modified. Please refer to the Amendments.
32	RfS	Sec-III 16.c	The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI. In case of delay in commissioning of Project due to reasons beyond the reasonable control of the SPD, SECI may extend the SCD after examining the issue on a case-to-case basis	Please confirm that in case of delay in commissioning due to non-readiness of Delivery Point/ evacuation infrastructure beyond Delivery Point or delay in grant/operationalization of LTA, these shall be treated as reasons beyond the control of SPD and not attributable to SPD, and the SCD shall be revised as the date as on 3 months subsequent to the readiness of Delivery Point and evacuation infrastructure and operationalization of LTA, not subject to SECI's decision. Further, if the extended SCD as per the given condition, or due to Force Majeure Event, or due to any reason not attributable to the SPD, goes beyond the deadline for waiver of ISTS charges and losses set by MNRE/ MoP (31 Dec 2022), then the Project shall be Deemed to be Commissioned prior to the deadline, and will be eligible for the waiver of ISTS charges and losses.	Delay in grant/ operationalization of LTA would already lead to increase in IDC & generation loss to SPD, and the LD would be an additional burden on top of that. If the SCD is extended due to delay in grant/ operationalization of the LTA, which is due to reasons not attributable to the SPD, then the SPD should not be penalized by imposing additional ISTS charges and losses on the project - which have not been accounted for in the bid tariff, since this will make the project completely unviable.	The Clause has been suitably modified. Please refer to the Amendments.
33	RfS	Sec-III 16.d	Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project @ 75% (seventy-five per cent) of the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.	In case of Early Commissioning, SECI shall purchase the energy from such early commissioned Project at 100% of the PPA tariff, and the Discom shall purchase power from the Project at an earlier date, and at the PPA tariff. <i>The same amendment must be made in relevant clauses of PPA (cl. 5.1.8) & PSA as well.</i>	This would incentivize the SPDs to commission the Project on/ before time. There must be sufficient incentive.	Tender conditions remain unchanged.

34	RfS	Sec-V 5	In case SECI is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned.	This clause must be deleted	After a transparent reverse auction process, the tariff discovered is very competitive, for which SECI must be able to find interested buyers/ off-takers. More critically, after the issuance of LoA from SECI, which is a firm commitment from a Govt. of India backed entity, there should be no question of cancellation/ annulment of the same. This is since, basis SECI's LoA, SPDs initiate next steps of the project including entering into contractual obligations - like connectivity and LTA, and make other strategic decisions such as future portfolio growth plans, capital raise, and bidding decisions for upcoming tenders.	Tender conditions remain unchanged.
35	PPA	Article 1	Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken.	Please clarify and add - "Debt Due will include all or any part of the Debt Due which is convertible into Equity pursuant to an event of default under the Financing Agreements."	RBI regulations of Standard Debt Restructuring mandate any project finance/lending agreement to provide the option to Lenders for converting all or some portion of their debt to equity in case of event of default by the borrowers. Hence, it should continue to be considered as Debt Due.	Tender conditions remain unchanged.
36	PPA	2.1.1	This Agreement shall come into effect from (Enter the date as on 90th day of the issuance of Letter of Award to the SPD, or any further date, as applicable) and such date shall be referred to as the Effective Date.	This Agreement shall come into effect from (Enter the date as on 90th day of the issuance of Letter of Award to the SPD, or any further date, as applicable) and such date shall be referred to as the Effective Date, provided that the Approval for Power Procurement is taken by the Buying Entity(ies) from its respective SERC(s) prior to the signing of PSA, this Agreement. <i>Appropriate amendment must be made in relevant clauses of PSA to reflect the same as well.</i>	The approval for procurement of power, PPA and PSA must be obtained by the Discom(s) from its SERC(s) prior to the PPA & PSA signing, since there has been a significant turmoil in the market recently caused due to the absence of these approvals in some states like AP and UP, including for solar projects allocated by SECI & NTPC. Further, even the lenders and investors are dissuaded from infusing/ disbursing funds into the projects in the absence of these approvals.	Tender conditions remain unchanged.
37	PPA	2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of this Agreement, the Buying Entity (ies) shall obtain all requisite approvals including approval of PSA (including adoption of tariff) from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff and the approval of PPA & PSA, as mentioned above is not issued by the SERC and/ or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that: i) the approval for procurement of power, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies), is taken by the Buying Entity(ies)/ from their SERC(s) prior to the signing of the PPA & PSA, and ii) within 90 days after the Effective Date of this Agreement, approval for adoption of tariff is taken by SECI from CERC. The Parties agree that in the event, the order of adoption of tariff and the approval for procurement of power and PPA & PSA, as mentioned above is not issued by the SERC and/ or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply. <i>Appropriate amendment must be made in relevant clauses of PSA to reflect the same as well.</i>	There has been a significant turmoil in the market recently caused due to the absence of these approvals in some states like AP and UP, including for solar projects allocated by SECI & NTPC. Further, even the lenders and investors are dissuaded from infusing/ disbursing funds into the projects in the absence of these approvals. Further, the time period of 90 days from PPA signing is deduced from timeline for tariff adoption of 60 days as per MNRE's Std. Bidding Guidelines, and considering that a 30 day period is more than sufficient for filing of complete petition for adoption of tariff.	The Clause has been suitably modified. Please refer to the amendments.
38	PPA	2.1.4	Pursuant to Article 4.2.6, if parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the SERC and/ or CERC (as applicable) is issued within the timeline as per Article 2.1.3,...	Pursuant to Article 4.2.6, if parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the SERC and/ or CERC (as applicable) is issued within the timeline as per Article 2.1.3,...	We have requested for amendment in cl. 4.2.6. Cl. 4.2.6 is hence not relevant here. Further, there is no relevance of "mutual extension" of the time periods defined in Article 2.1.1 or 2.1.3.	Tender conditions remain unchanged.
39	PPA	3.2.3	Further, any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred twenty days) days after the Effective Date of this Agreement, shall entail a corresponding extension in the deadline as stipulated in Article 3.1.	Further, any delay in the timelines stipulated in Article 2 above shall entail a corresponding extension in the deadline as stipulated in Article 3.1.	There has been a significant turmoil in the market recently caused due to the absence of these approvals in some states like AP and UP, including for solar projects allocated by SECI & NTPC. Further, even the lenders and investors are dissuaded from infusing/ disbursing funds into the projects in the absence of these approvals.	Tender conditions remain unchanged.

40	PPA	4.2.6	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any	Clause to be added - In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, for any reasons not attributable to SPD or due to Force Majeure, then such Projects shall be deemed to have been commissioned prior to the applicable deadline for ISTS waiver and hence transmission charges and losses shall not be applicable/levied on the Project.	If the SCD is extended due to delay in grant/operationalization of the LTA, which is due to reasons not attributable to the SPD, then the SPD should not be penalized by imposing additional ISTS charges and losses on the project - which have not been accounted for in the bid tariff, since this will make the project completely unviable.	Tender conditions remain unchanged.
41	PPA	4.3.2 & 6.1.5	Energy procured from the Project under this Agreement shall be allocated on a pro-rata basis, to all the Buying Entities which have signed their respective Power Sale Agreements with SECI under the referred RfS	We request you to clarify, that since power shall be allocated on pro-rata basis, will the SPD also need to apply for multiple LTAs considering all the Discom(s) identified under the referred RfS, and other RfS' which shall be considered by SECI for pooling/ bundling together?		
42	PPA	4.3.2 & 6.1.5	Energy procured from the Project under this Agreement shall be allocated on a pro-rata basis, to all the Buying Entities which have signed their respective Power Sale Agreements with SECI under the referred RfS	Energy procured from the Project under this Agreement shall be allocated on a pro-rata basis, to all the Buying Entities which have signed their respective Power Sale Agreements with SECI under the referred RfS, and other such RfS', which have been considered by SECI for pooling/ bundling together with the capacity of the referred RfS.	Pooling/ Bundling of capacities, tariffs (use of weighted average tariff) for PPAs in multiple RfS is permissible under MNRE's Std. Bidding Guidelines (cl. 2.1.1(c), added vide amendment dated 22.10.2019).	Please refer to Section III, Clause 14.4 of the RfS as amended.
43	PPA	4.5.2	The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI.	The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 3 months subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA.	Delay in grant/ operationalization of LTA would already lead to generation loss to SPD, and increased IDC. Also, project implementation and commissioning procedures would require at least 3 months from the date of readiness of evacuation infrastructure, especially considering uncertainty on LTA operationalization dates.	The Clause has been suitably modified. Please refer to the Amendments.
44	PPA	4.5.2	Further, any delay in adoption of tariff by the Appropriate Commission, beyond 120 days after Effective Date of this Agreement, shall entail a corresponding extension in Scheduled Commissioning Date.	Further, any delay in adoption of tariff by CERC or Approval for Procurement of Power by the respective State Commission(s) , as stipulated in clause 2.1.3 of this PPA, shall entail a corresponding extension in Scheduled Commissioning Date.	There has been a significant turmoil in the market recently caused due to the absence of these approvals in some states like AP and UP, including for solar projects allocated by SECI & NTPC. Further, even the lenders and investors are dissuaded from infusing/ disbursing funds into the projects in the absence of these approvals. This affects project implementation plan.	Tender conditions remain unchanged.
45	PPA	5.1.8	Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin.	SECI shall purchase the energy from such early commissioned Project at 100% of the PPA tariff and the Discom(s) shall purchase power from the Project from such earlier date.	This would incentivize the SPDs to commission the Project on/ before time. There must be sufficient incentive.	Tender conditions remain unchanged.
46	PPA	9.2	Pursuant to Article 5.1.8 in case of early part-commissioning, till SCD, subject to the consent for such purchase by the Buying Utility, SECI may purchase the generation @ _____[Insert the value as per 75% (seventy-five per cent) of the Applicable Tariff].	Pursuant to Article 5.1.8 in case of early part-commissioning, till SCD, SECI shall purchase the generation @ _____[Insert the value as per 100% of the Applicable Tariff].	This would incentivize the SPDs to commission the Project on/ before time. There must be sufficient incentive.	Tender conditions remain unchanged.

47	PPA	9.3	Any excess generation over and above energy specified in Article 4.4.1, will be purchased by SECI at @ _____[Insert the value as per 75% (seventy-five per cent) of the Applicable Tariff], provided the Buying Entity consents for purchase of such excess generation.	Any excess generation over and above energy specified in Article 4.4.1, will be purchased by SECI at @ _____[Insert the value as per 100% (hundred per cent) of the Applicable Tariff], and the Buying Entity shall purchase such excess generation.		Tender conditions remain unchanged.
48	PPA	10.1.1	New Clause to be added as 10.1.1	<p>A new clause as 10.1.1 should be added in the PPA Clause 10.1 as below:</p> <p>Pursuant to Article 3.2.1(i), Article 3.3.3 and Article 4.1.1(h) SECI shall open a Payment Security Fund, in addition to the Payment Security Mechanism already present under the PPA, in order to ensure timely payment to the developers. This fund will have a corpus to cover 6 months payment.</p>	<p>> The entire motive of taking payment security deposit of Rs. 5Lakh/MW and crediting the amount under encashed from PBG upon default of SPD was to create as sufficient payment security fund for the payments.</p> <p>> Further, the new clause shall be added as this has a reference in Clause 14.5.1 of the PPA under SECI's liability such that the payment of money becoming due from the SECI to the SPD under this Agreement for supply of Solar Power to the extent of the Contracted Capacity shall not be on a back to back basis.</p>	The Clause has been suitably modified. Please refer to the amendments.
49	PPA	10.3.3	<p>Late Payment Surcharge</p> <p>In the event of delay in payment of a Monthly Bill by SECI beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the SPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment surcharge being duly received by SECI under the PSA from the Buying Entity(ies). The Late Payment Surcharge shall be claimed by the SPD through the Supplementary Bill.</p>	<p>Late Payment Surcharge</p> <p>In the event of delay in payment of a Monthly Bill by SECI beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the SPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment surcharge being duly received by SECI under the PSA from the Buying Entity(ies). The Late Payment Surcharge shall be claimed by the SPD through the Supplementary Bill.</p>	<p>Late Payment Surcharge must be payable, in case of a delay in payment beyond the Due Date for payment. This is important to ensure sufficient deterrent for delay in payment beyond Due Date.</p>	Tender conditions remain unchanged.
50	PPA	10.3.4	Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by SECI, the payment for the power fed to the grid may be accounted from the date of UCOD, and SPD would be allowed to raise Bills against such power as per Article 10.2.1, subject to the conditions as stipulated in Article 9. However, payment against the 1st such bill raised by the SPD, will be made subject to acceptance of the bill by the Discom	<p>Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by SECI, the payment for the power fed to the grid may be accounted from the date of UCOD, and SPD would be allowed to raise Bills against such power as per Article 10.2.1, subject to the conditions as stipulated in Article 9. However, payment against the 1st such bill raised by the SPD, will be made subject to acceptance of the bill by the Discom</p>	<p>As per the tender terms and conditions and draft guidelines, Early commissioning of the project is allowed, further, once the same is accepted by SECI, payment of the bills of the same shall not be subject to any uncertainty. The DISCOM should be bound to accept the same.</p>	Tender conditions remain unchanged.
51	PPA	10.7.2	SECI will remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 4.10, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. Payment under Article 10.7.1 will be made after realization of the same from the Buying Utility. No late payment surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.	SECI will remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 4.10, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. Payment under Article 10.7.1 shall not be on back to back basis and shall be on the recourse of Payment Security Mechanism under PSA, PPA. SECI shall discharge the above payment obligation in terms of the provisions of this Agreement. Further, Late payment surcharge will be applicable on all such payments if paid beyond the due date pursuant to Article 10.3.3	<p>Considering SPD's PPA is with SECI, like Energy Generation Payments, payments under Supplementary bills should also not be contingent on realization of the same from Buying Utility.</p> <p>There must be sufficient deterrent in the PPA to avoid indefinite delay in receiving payment from SECI for payments against Supplementary bills, such as for Relief for Change in Law.</p>	Tender conditions remain unchanged.

52	PPA	12.1.1	In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after [Insert last date of bid submission] including.....	In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project resulting into any additional recurring/ non-recurring expenditure by the SPD or any income to the SPD only after [Insert last date of bid submission] including	The impact of Change in Law to any recurring costs will be incurred by the SPD even after the SCD, even as the Change in Law occurred prior to the SCD, the same should be covered in the clause.	Tender conditions remain unchanged.
53	PPA	12.1.3	However, in case of change in rates of safeguard duty, GST and basic customs duty after [Insert last date of bid submission] and resulting in change in Project Cost, then such change will be treated as 'Change in Law' and the quantum of compensation payment on account of change in rates of such duties and shall be provided to the affected party by the other party as per Article 12.2.3, subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff	However, in case of change in rates of safeguard duty, GST and introduction of Basic Customs Duty/ Anti Dumping Duty after [Insert last date of bid submission] and resulting in change in Project Cost, then such change will be treated as 'Change in Law' and the quantum of compensation payment on account of change in rates/ introduction of such duties and shall be provided to the affected party by the other party as per Article 12.2.3, subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff	Other than change in rate, even introduction of a new duty such as BCD or ADD should be covered under this provision.	Tender conditions remain unchanged.
54	PPA	12.2	Relief for Change in Law	Please add following clause to the Relief for Change in Law: In the event a Change in Law results in any adverse financial loss/ gain to the Power Producer then, in order to ensure that the Power Producer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Power Producer/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.	This is explicitly stated in MNRE's Standard Bidding Guidelines, and captures the intent of the clause. It provides clarity on what should / should not be covered or claimed under Relief for Change in Law.	Tender conditions remain unchanged.
55	PPA	12.2.3	Every net increase/decrease of Rs.1 lakh per MW in the Project Cost (i.e cost incurred by the SPD for the supply and services in the Project concerned, upto Schedule Commissioning Date or extended Schedule Commissioning Date, for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be), shall be liable for corresponding increase/decrease of an amount equal to Rs 0.005 /kWh.	We request that projects awarded under the said RfS should be exempted from payment of BCD/ SGD all-together. <u>If the above is not feasible</u> , we request the clause to be amended as follows: Every net increase/decrease of Rs.1 lakh per MW in the Project Cost (i.e cost incurred by the SPD for the supply and services in the Project concerned, upto COD Schedule Commissioning Date or extended Schedule Commissioning Date , for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be), shall be liable for corresponding increase/decrease of an amount equal to Rs 0.006 /kWh, provided that the change in law event has occurred prior to the SCD or Extended SCD.	The intent of the Relief for Change in Law, as also explicitly mentioned in the MNRE's SBG, is to ensure that the Solar Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law. Hence, other indirect financial implications of such an event must also be covered. Considering this, the impact on tariff shall be more than Rs. 0.005 /kWh.	Tender conditions remain unchanged.
56	PPA	13.4.4	In the event the aforesaid novation is not acceptable to the SPD, or if no offer of novation is made by SECI within the stipulated period, then the SPD may terminate the PPA and at its discretion require Buying Entity to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due and 110% (one hundred and ten per cent) of the Adjusted Equity less Insurance Cover, if any, or, (ii) pay to the SPD, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPD.	In the event the aforesaid novation is not acceptable to the SPD, or if no offer of novation is made by SECI within the stipulated period, then the SPD may terminate the PPA and at its discretion require SECI/ Buying Entity to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due and 110% (one hundred and ten per cent) of the Adjusted Equity less Insurance Cover, if any, or, (ii) pay to the SPD, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPD.	This is the recourse in case of SECI's event of default, therefore SECI should be liable to pay termination compensation to the SPD. Moreover the payment of termination compensation in such case must not be dependent on payment from Discom.	Tender conditions remain unchanged.

57	PPA	14.5.1	It is however, specifically agreed that the payment of money becoming due from the SECI to the SPD under this Agreement for supply of Solar Power to the extent of the Contracted Capacity shall not be on a back to back basis and will be as per:...	It is however, specifically agreed that the payment of money becoming due from the SECI to the SPD under this Agreement for supply of Solar Power to the extent of the Contracted Capacity, payment of Supplementary bills and Termination Compensation shall not be on a back to back basis and will be as per:...		Tender conditions remain unchanged.
58	PSA	3.1 (g)	Issue the necessary certificates to the SPDs for the Projects based on solar and wind resources regarding waiver of transmission charges as per Schedule-5 of this Agreement.	Issue the necessary certificates to the SPDs for the Projects based on solar and wind resources regarding waiver of transmission charges as per Schedule-5 of this Agreement, within 30 days of acceptance of such application from SPD	A timeline must be defined so as to avoid unnecessary delays.	Tender conditions remain unchanged.
59	PSA	3.1 (h)	Obtain necessary approval/adoption of PSA along with tariff, trading margin and contracted capacity within 120 days of the Effective Date of PPA failing which SPD under applicable provision of the PPA shall be granted a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the SERC and / or CERC order has been delayed beyond such 120 days	Obtain necessary approval of PSA along with tariff, trading margin and contracted capacity, as per the terms & conditions of the PPA, PSA, prior to the effective date of PPA & PSA failing which SPD under applicable provision of the PPA shall be granted a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the SERC and / or CERC order has been delayed.		Tender conditions remain unchanged.
60	PPA	4.4.2	While the SPD would be free to install the DC solar field as per its design of required output, including its requirement of auxiliary consumption and to repower the Project from time to time during the term of the PPA	Along with the repower, reconfiguring the plant shall also be allowed	PV panels are connected in series or parallel. In this PV plant several modules are get damaged due to the abnormal weather condition and some panels are in good working condition. The only solution of this problem is the rearrangement of solar PV panels. By doing reconfiguration, the performance of the solar plant should be improved and also it improves the reliability and reduces the vulnerability to power loss by damage.	The Clause has been suitably modified. Please refer to the Amendments.
61	PPA	Clause 12.1.2	In the event of occurrence of any of events as provided under Article 12.1.1 which results in any increase/ decrease in the Project Cost (i.e. cost incurred by the SPD towards supply and services only for the Project concerned, upto Scheduled Commissioning Date or extended Scheduled Commissioning Date, as the case may be), the SPD/ SECI / Buying Utility(ies) shall be entitled for compensation by the other party, as the case may be, subject to the condition that the such 'Change in Law' is recognized by the Appropriate Commission. Compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.	Change in law up has to be from bid due date till the term of PPA & not be restricted till SCOD		Tender conditions remain unchanged.
62	PPA	Clause 12.1.3	However, in case of change in rates of safeguard duty, GST and basic customs duty after [Insert last date of bid submission] and resulting in change in Project Cost, then such change will be treated as 'Change in Law' and the quantum of compensation payment on account of change in rates of such duties and shall be provided to the affected party by the other party as per Article 12.2.3, subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff by the Appropriate Commission and any decision in this regard shall be governing on SPD and Buying Entity.	Many changes may happen after the adoption of tariff & hence setting adoption of tariff as the event for deciding change in law is not correct.		Tender conditions remain unchanged.

63	PPA	Clause 2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of this Agreement, the Buying Entity (ies) shall obtain all requisite approvals including approval of PSA (including adoption of tariff) from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff and the approval of PPA & PSA, as mentioned above is not issued by the SERC and/ or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.	The period for adoption of tariff is too long & prevent the SPD from making any meaningful investment till 120 days. Hence PPA be executed only after adoption of tariff. In case the SCOD happens to be post Dec 2022 due to such delays the Plant shall be deemed to be commissioned on 31 st Dec 2022.		The Clause has been suitably modified. Please refer to the Amendments.
64	PPA	Clause 2.1.4	Pursuant to Article 4.2.6, if parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the SERC and/ or CERC (as applicable) is issued within the timeline as per Article 2.1.3, no extension for Financial Closure or Scheduled Commissioning Date shall be given.	Request you to clarify what happens if the SCOD gets extended beyond Dec 2022? Please clarify the linkage of this clause with clause 4.2.6		Tender conditions remain unchanged.
65	PPA	Clause 4.2.6	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any.	Please confirm that in the event the SCD is before the waiver deadline and the commissioning goes beyond the waiver date, for reasons beyond the reasonable control of SPD, the Project shall be deemed commissioned prior to waiver deadline		Tender conditions remain unchanged.
66	PPA	Clause 4.1.1.j & 4.1.1.e , Item 5 of RFS	Definition of Delivery Point	Please confirm that the LTA referred to in the Bid Docs is the LTA from Project upto delivery point. If the SPD's obligation is limited up to delivery point than clause 4.2.6 must explicitly state that for reasons beyond the control of SPD the charges would be borne by Buying entity or deemed commissioned.		"LTA" has been clearly defined in the applicable Regulations. The concern highlighted in this query has been already addressed in the Definition of "Delivery Point" in the PPA and Article 3.2.1 of the PSA
67	PPA	Clause 4.4.1	"...This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty shall be as determined by the respective State Electricity Regulatory Commission of the corresponding Buying Entity/ any such Authority, and such penalty shall ensure that the Buying Entity(ies) is/are offset for all potential costs associated with low generation and supply of power under the PPA..."	Please clarify if the minimum compensation for shortfall includes all costs incurred for meeting the shortfall decided by SERC.		The clause is self-explanatory
68	PPA	Clause 4.4.2	"...The SPD shall be required to intimate SECI about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 60 days prior to the proposed date of commencement of excess generation...."	The 60 days mentioned in the clause is detrimental, request you to reduce this period to a day or so.		Tender conditions remain unchanged.

69	PPA	Clause 11.2.1	"Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;"	Request you to include the case of a pandemic in Natural FM Clause		Tender conditions remain unchanged.
70	RfS	Section-III 8.2	...The amount of compensation shall be equal to the compensation payable (including RECs) by the buying utilities/ Discoms towards non - meeting of RPOs, which shall ensure that the Discom is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at PPA tariff...		1. The maximum compensation to be paid by the SPD in any case should not be greater than the PPA tariff. 2.Compensation should exclude any penalty levied on DISCOM on non - meeting of RPOs	Tender conditions remain unchanged.
71	RfS	Section-III 8.4.a	...Provision for Generation Compensation b. If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by SECI for compensating the generation loss...		1. Does SECI has right on any penalty being levied on organization building the transmission network 2. What will be the percentage payable to the SPD of total penalty being levied on organization building the transmission network	These provisions are in line with the Standard Bidding Guidelines
72	RfS	Section-III 8.4.c	<u>Offtake Constraints due to Backdown</u> ...The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA)/SEA/JMR. No Trading Margin shall be applicable on this Generation Compensation provided under Clause 8.4 c above...		1. Does SPD require to raise separate bill towards the claim due to backdown? 2. Will the claims be covered under the provision of Billings and Payment	All these components are part of supplementary bill.
73	RfS	Section-III 12	... Payment Security Deposit:		1. In how many installements payment would be recovered from monthly generation payment to be made by SECI to SPD, if PSD is not paid at the time of commissioning.	The Clause has been suitably modified. Please refer to the Amendments.
74	PPA	Clause 12.2.5	...It the event of any decrease in the project cost by the SPD or any income to the SPD on account of any of the events as indicated above, SPD shall pass on the benefit of such reduction at a rate as provided in Article 12.2.3 to SECI which shall be further passed on to the Buying Entity. In the event of the SPD failing to comply with the above requirement, SECI shall make such deductions in the monthly tariff payments on immediate basis,. Further, at the time of raising of 1st Monthly Tariff Payment Bill, SPD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12...		1. Proof for decrease in project cost/any income is to be substantiated by SECI/Buyers (except on the account of any change in taxes on corporate income) and agreed by SPD prior to such deductions SECI in the monthly tariff payments on immediate basis. 2. SPD shall not be required to provided a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12 at the time of 1st Monthly Tariff Payment Bill as impact assessment is time consuming process and correct computation may not be possible in certain Change in Law events.	Tender conditions remain unchanged.

75	RfS	Bid Information Sheet Pg. 4	Processing Fee Rs. 5 Lakh +18% GST for each project from 50 MW upto 90 MW, Rs. 15 Lakh + 18% GST for each project from 100 MW and above,	Processing Fee Rs. 5 Lakh +18% GST for each project	A bidder is paying cost of RfS document, Registration fee of bidding portal, Bid Processing fee on bidding portal. For an uncertain venture, blocking of such amount of bank lines becomes a burden. Further, there are certain other bids expected during the bid process of the present tender and it constrains the bidders to consider other tenders too as the BG lines from Banks get blocked to that extent. Lower fees will enable the bidders to bid for higher capacities.	The Clause has been suitably modified. Please refer to the amendments.
76	RfS	Definitions Pg. 11	"NET-WORTH" shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.		Please clarify if preferential shares are included as part of net-worth.	Provisions of RfS are amply clear.
77	RfS	Definitions Pg. 11	"Project Capacity" means the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed.	"Project Capacity" means the AC capacity more than or equal to the contracted capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed.	This is to achieve higher CUF for the project and this does not affect the capacity committed to SECI. This gives flexibility to the Developer in designing the configuration.	Tender conditions remain unchanged.
78	RfS	3.8.2 Pg. 26	Shortfall in minimum generation: This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be equal to the compensation payable (including RECs) by the buying utilities/ Discoms towards non - meeting of RPOs, which shall ensure that the Discom is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at PPA tariff.	Shortfall in minimum generation: This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of compensation shall be equal to the compensation payable (including RECs) by the buying utilities/ Discoms towards non - meeting of RPOs, which shall ensure that the Discom is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five per cent) and maximum of 50% (fifty per cent) of the cost of this shortfall in energy terms, calculated at PPA tariff.	The compensation may be capped upto 50%. In certain extreme conditions of weather in any particular year may give rise to shortfall excessively penalising the developer for such short of risk is unreasonable.	Tender conditions remain unchanged.
79	RfS	3.11 Pg. 30	Performance Bank Guarantee (PBG): Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 8 Lakh/ MW within 70 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier.	Performance Bank Guarantee (PBG): Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value of @ Rs 8 Lakh/MW per Project, within 60 days from the date of the order of adoption of tariff and the approval of PPA & PSA by the appropriate commission.	It is fair to expect that huge amount of PBG is not blocked for long time with uncertainty looming around PPA adoption by various state ERCs. However, till the same Bid Bond will continue.	The Clause has been suitably modified. Please refer to the amendments.
80	RfS	3.15 Pg. 34	Financial Closure or Project Financing Arrangements: The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the Power Purchase Agreement (PPA).	Financial Closure or Project Financing Arrangements: The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the Power Purchase Agreement (PPA) or from the Effective Date of the Power Sale Agreement (PSA) whichever is later.	Attaining financial closure would require detailed Resource Assessment studies, Power Evacuation feasibility and various approvals from concerned agencies which is itself time consuming process. Further these COVID times created uncertainty in financial markets and the response and communication for Bank's approvals is substantially affected.	Tender conditions remain unchanged.
81	RfS	Clause 16.b. (a) Pg. 36	The "Scheduled Commissioning Date (SCD)" for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of the PPA.	The "Scheduled Commissioning Date (SCD)" for commissioning of the full capacity of the Project shall be the date as on 24 months from the Effective Date of the PPA, or from the Effective Date of PSA, whichever is later.	We request you to revise the from 18 months to 24 months.	Tender conditions remain unchanged.
82	RfS	4.5 Pg. 62	Issuance of LOAs: At the end of selection process, a Letter of Award (LOA) will be issued to the successful Bidders for each Project. In case of a Consortium being selected as the successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.	Issuance of LOAs: At the end of selection process, within 60 days, a Letter of Award (LOA) will be issued to all the successful Bidders for each Project. In case Consortium being selected as successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.	We request SECI to issue LOA to the successful bidders within 60 Days from the end of selection process.	Tender conditions remain unchanged.
83	RfS			The source of energy can be wind or solar as long as the other source of energy other than solar shall not exceed 25% of the contracted capacity	As per MNRE guidelines, any project can be considered as standalone (non-hybrid) as long as the blend of different source of energy is less than 25% of capacity. Thus it may be allowed to blend solar capacity upto 25% of total capacity	Tender conditions remain unchanged.

84	RfS	7.10	The LTA shall be applied for by the SPD within 60 days of issuance of LOAs. or within 30 days of intimation of Buying Entity\Buying Utility provided by SECI, whichever is later.	The LTA shall be applied for by the SPD within 30 days of a) Signing of PPA and PSA b) Intimation of Buying Discom and Quantum c) Adoption of Tariff and Trading Margin by CERC & SERC Whichever is later	LTA application is a firm commitment to CTU having huge financial implications. It can only be done when all regulatory approvals and clearances are in place for project.	The Clause has been suitably modified. Please refer to the amendments.
85	RfS	8.4 (a)	The normative CUF of 19% (Nineteen Percent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 03 (Three) Contract Years, shall be procured by SECI at the PPA tariff so as to offset this loss.	To be replaced with: The loss of generation will be compensated for committed CUF at PPA tariff in the next monthly bill.	Excess generation is calculated annually, and It is possible that there is no excess generation beyond 110% of committed CUF at the end of the year. So, there is no compensation paid of the generation lost during the period when grid was unavailable. Moreover, the tariff that are being discovered now are at very high CUFs, and a normative CUF of 19% is not a fair mechanism to compensate for generation loss.	Tender conditions remain unchanged.
86	RfS	8.4 (b)	Compensation in offtake constraint due to Grid Unavailability:Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted): The excess generation by the SPD equal to this generation loss shall be procured by SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	To be replaced with: Grid availability shall be calculated monthly and the loss of generation will be compensated at PPA tariff in the next monthly bill.	Excess generation is calculated annually, and It is possible that there is no excess generation beyond 110% of committed CUF at the end of the year. So, there is no compensation paid of the generation lost during offtake constraint.	Tender conditions remain unchanged.
87	RfS	11.1	Performance Bank Guarantee (PBG): Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value of @ Rs 8 Lakh/MW per Project, within 70 days of issuance of Letter of Award, or before signing of PPA, whichever is earlier.	Performance Bank Guarantee (PBG): Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value of @ Rs 8 Lakh/MW per Project, within 70 days of issuance of Letter of Award, or 2 days before signing of PPA upon confirmation from SECI.		The Clause has been suitably modified. Please refer to the amendments.
88		14.1	Note: PPA will be executed between SECI and the SPD..... The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Projects.	PPA will be executed between SECI and the SPD..... However, it may be noted that the Successful Bidder shall be allowed to change the State of the proposed Project locations, prior to achievement of Financial Closure of the Project. Any changes in the location of the Project(s) awarded shall not be permitted subsequent to the above deadline..... The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Projects.	For clarity sake, request to please add provided sentence as the same was part of RfS till SECI VIII	Please refer to Sl. 20 above.
89	PPA	2.1.4	Pursuant to Article 4.2.6, If parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the SERC and/ or CERC (as applicable) is issued within the timeline as per Article 2.1.3, no extension for Financial Closure or Scheduled Commissioning Date shall be given. However, if the requisite SERC and/ or CERC (as applicable) order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the SERC and / or CERC order has been delayed beyond such period as specified in Article 2.1.3	The effective date of PPA shall be from the date of adoption of tariff and all subsequent timelines shall be linked to this effective date	1. 120 days post effective date of PPA is a long period. It should be 60 days. 2. Bidders should be given right to exit if Requisite SEC and CERC approvals are not secured. OR the effective date of PPA should be from the date of adoption of tariff.	Tender conditions remain unchanged.

90	PPA	4.5.2The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Further, any delay in adoption of tariff by the Appropriate Commission, beyond 120 days after Effective Date of this Agreement, shall entail a corresponding extension in Scheduled Commissioning Date.	<i>Effective date shall be the date of adoption of tariff OR the 120 days timeline should be reduced to 60 days, and the SPD should be given an option to exit without any liabilities.</i> <i>Also, in such a scenario, where tariff adoption is delayed, and such delay results in the delay of SCOD beyond the ISTS waiver date, then ISTS waiver liability shall be borne by the buying utility</i>	SPD should be absolved of the risks on account of delay in tariff adoption.	The Clause has been suitably modified. Please refer to the amendments.
91	PPA	10.4.7	All costs relating to opening, maintenance of the Letter of Credit shall be borne by SECI/SPD.	All costs relating to opening, maintenance of the Letter of Credit shall be borne by SECI/ SPD .		The Clause has been suitably modified. Please refer to the amendments.
92	PSA	6.4 C	C. Payment Security Fund In addition to provisions contained in Article 6.4 (A) and 6.4. (B) Above, the Buying Utility may also choose to provide Payment Security Fund, not later than the commencement of supply of Power to the Buying Utility under this Agreement, which shall be suitable to support Payment of at least 3 (three) months' billing of all the Projects tied up with such fund.	C. Payment Security Fund In addition to provisions contained in Article 6.4 (A) and 6.4. (B) Above, the Buying Utility may also choose to shall provide Payment Security Fund, not later than the commencement of supply of Power to the Buying Utility under this Agreement, which shall be suitable to support Payment of at least 3 (three) months' billing of all the Projects tied up with such fund.	Payment security fund is a mandatory security mechanism as per the PPA, hence should not be at buying utility's discretion in the PSA	Tender conditions remain unchanged.
93	RfS	12	The Successful Bidder shall have to pay INR 1.00 Lakh/ MW/ Project + 18% GST to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/ STU/ CTU, pre-commissioning and commissioning expense. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA.	The Successful Bidder shall have to pay INR 1.00 Lakh/ MW/ Project + 18% GST to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/ STU/ CTU, pre-commissioning and commissioning expense. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of date of adoption of tariff or procurement approval by Appropriate Commission whichever is later.	It is requested that SECI provides better clarity on the projects prior to SPDs making any financial commitments to the project.	Tender conditions remain unchanged.
94	RfS	14.4	Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the SPD and SECI, will be executed by SECI with the Buying Entity for sale of solar power to buying entity, with the buying entity assuming all the obligations of SECI under the PPA. SECI's obligation to SPD under the PPA shall also be on the back to back basis as provided in the PPA and the corresponding PSA.	SECI's obligation to SPD under the PPA shall be to make payments towards energy generated and opening of LC equivalent to average monthly generation.	We are currently bidding without knowing the Ultimate Buying Entity / Discom(s). Hence it is prudent for SECI to assume the obligations towards payments of energy and opening of LC	Please refer to Article 14 of the PPA.
95	RfS	18.5	In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 03 (Three) years after COD.		Request you to please clarify that this clause is applicable only if the bidding company and the project company are the same.	Yes. This clause is applicable where Company executing the project is same as that the bidding company with multiple shareholders, defined as a situation of Joint Control.
96	PPA	Defenition - Debt Due	Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken.	Request to remove this Clause	Request that this clause is removed as any lending agreement would provide an option to the lender to convert their debt to equity under the Event of Default of the Borrower. This is a mandatory clause as per RBI Guidelines. The given definition of Debt Due shall make it impossible for lenders to recover the Debt Due under the PPA	Tender conditions remain unchanged.

97	PPA	2.1.2	The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.	Request to remove this Clause	Any negotiation on the part of PPA and/or PSA shall not be acceptable post completion of bidding.	Tender conditions remain unchanged.
98	PPA	2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of this Agreement, the Buying Entity (ies) shall obtain all requisite approvals including approval of PSA (including adoption of tariff) from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies).	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 90 days after the Effective Date of this Agreement, the Buying Entity (ies) shall obtain all requisite approvals including approval of PSA (including adoption of tariff) from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies).	Request that these process are to be completed in a time bound manner so that the project can be commissioned prior to ISTS waiver deadline	The Clause has been suitably modified. Please refer to the Amendments.
99	PPA	4.10.2	The excess generation by the SPD equal to this generation loss shall be procured at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA)/SEA/JMR.		Tender conditions remain unchanged.
100	PPA	10.5.1 & 10.5.2	10.5.1 If the SECI does not dispute a Monthly Bill or a Supplementary Bill raised by the SPD within thirty (30) days of receiving such Bill shall be taken as conclusive. 10.5.2 If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice		Clause 10.5.1 gives SECI powers to raise any dispute within 30 days of receipt of Bill while Clause 10.5.2 says that you can raise the issue only within 15 days of receipt of such invoice. Can you please clarify.	Tender conditions remain unchanged.
101	PPA	13.5		[New Clause] Notwithstanding anything contrary contained, SPDs shall be allowed sell the power to any 3rd party during the Consultation Period.		Tender conditions remain unchanged
102	PPA	14.5.1 (c)	State Government Guarantee/ Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government of the Buying Entity, covering security for payment of energy charges, as applicable	State Government Guarantee/ Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government of the Buying Entity, covering security for payment of energy charges, Change in Law Compensation and Termination Compensation, as applicable	TPA should be provide security towards all payment obligations to the SPD rather than just energy payments.	Tender conditions remain unchanged.
103	RfS	Definitions-17	"EFFECTIVE DATE" shall mean the date as on 90th day from the date of issuance of Letter of Award (LOA), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;	"Effective Date" shall mean the date as on 90th day from the date of issuance of Letter of Award, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties or date of CERC order for tariff adoption for project and/or approval of PSA (including adoption of tariff) from its State Electricity Regulatory Commission (SERC), whichever is later.	Without adoption of Tariff, PPA is having no sanctity and PPA is not enforceable. Therefore, we request SECI to make effective date of PPA as per proposed clause. Also please reflect the same changes in throughout the documents (RfS, PPA & PSA)	Tender conditions remain unchanged.
104	RfS	16.b.a	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of the PPA.	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 24 months from the Effective Date of the PPA.	18 months is a shorter period to execute large scale project (eg 600 MW). Therefore request SECI to extend SCOD timelines to 24 months.	Tender conditions remain unchanged.
105	RfS	Bid Info. Sheet (G)	Document Processing Fees	No fees prescribed for capacity if applied between >90MW and <100MW.	Need to make a provision.	The Clause has been suitably modified. Please refer to the Amendments.

106	RfS	Definitions	"Equity" shall mean Net Worth as defined in Companies Act, 2013;	Equity shouldn't be linked to Net Worth.	In true sense, the "Equity" shall mean funds infused in the company to fund the Project Cost by Promoter/ its group companies either in the form of Equity/ CCPS/CCD/ OCS/ Unsecured Loan or any other convertible Instrument, which has been accepted by Lenders as part of Financing Documents	Tender conditions remain unchanged.
107	RfS	Section III ITB 7.9	The Buying Utility will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.		Who will pay delay charges as per CERC regulations in case delay in achieving COD is not attributable to SPD?	CERC regulations/orders in this regard will be applicable
108	RfS	Section III ITB 15(i), Second Para	It is presumed that in terms of Clause 10.4 of the Guidelines issued by MNRE, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure.		Need to add approval for procurement of contracted capacity under Section 86(1)(b) of EA, 2003.	The proposed addition to the clause is not acceptable
109	RfS	Section III ITB 16(b)(e)	It is presumed that in terms of Clause 10.4 of the Guidelines issued by MNRE, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in Scheduled Commissioning Date.		Need to add approval for procurement of contracted capacity under Section 86(1)(b) of EA, 2003. Can the delay in LTA operationalization due to adoption and/or procurement approval of contracted capacity be addressed under this clause for providing commensurate extension in SCD?	The Clause has been suitably modified. Please refer to the Amendments.
110	RfS	Section IV Financial Eligibility Criteria (C-5)	A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2018-19, along with a net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/Statutory Auditor; or in case of the bidder meeting the criteria on the date at least 7 days prior to due date of bid submission, provisional audited accounts as on the date at least 7 days prior to the due date of bid submission along with copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements certified by a practicing Chartered Accountant; in order to demonstrate fulfilment of the criteria.		Can the Bidder submit annual audited accounts either for FY 2018-19 (on provisional audited accounts basis) or 2019-20. Please clarify.	In case Bidder is having Audited Accounts of FY 2019-20, those will work. However, in case Accounts for FY 2019-20 are not available, accounts for FY 2018-19 can be used but those should be audited Annual Accounts.
111	PPA	Clause 2.1.2	The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.		The provisions of this clause are against the spirit of provisions under Section 63 of the EA, 2003. We suggest removal of this clause. Also, it may please be noted that the Bidders submit bid based on existing provisions under bid documents. <u>It should not be made binding to the Bidders to agree to the decisions made (decision authorities not defined) post bidding by any of the Authorities.</u>	Tender conditions remain unchanged.

112	PPA	Clause 3.2.1	In case of a failure to submit the documents as above, SECI shall encash the Performance Bank Guarantee/ Payment on Order Instrument submitted by the SPD, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the SPD in writing of at least seven (7) days, <u>unless the delay (subject to the conditions that SPD has made / is making all possible efforts) is on account of delay in allotment of Land by the Government not owing to any action or inaction on the part of the SPD or caused due to a Force Majeure.</u> Unless extended as per provisions of Article 3.2.1 (i) of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.		The land possession has been linked to SCD and not to FC condition. Hence, the highlighted part may please be removed from the clause.	Tender conditions remain unchanged.
113	PPA	Clause 3.2.3	Further, any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred twenty days) days after the Effective Date of this Agreement, shall entail a corresponding extension in the deadline as stipulated in Article 3.1.		We suggest inclusion of approval of procurement of contracted capacity by respective SERC in the clause.	Tender conditions remain unchanged.
114	PPA	Clause 6.1.4	Auxiliary power consumption will be treated as per the concerned state regulations.		This becomes applicable for intrastate sale only. For interstate sale, CERC DSM regulations are being applied by Load Dispatchers.	The Clause has been suitably modified. Please refer to the amendments.
115	PPA	Clause 10.2.1	Energy drawn from the grid will be regulated as per the regulations of respective State the Project is located in.		In case of interstste transaction, CERC regulations will have to be made applicable.	The Clause has been suitably modified. Please refer to the amendments.
116	PPA	Clause 10.3.2 (ii) Last sentence	In case of any excess payment adjustment, 1.25% surcharge will be applicable on day to day basis.		1.25% surcharge has to be on monthly basis and calculated on day to day basis.	It is clarified that the surcharge is monthly, and shall be applicable on day to day basis
117	PPA	Clause 11.2.1 (a)	Natural Force Majeure Event		We request specific inclusion of "epidemic" under this clause.	Tender conditions remain unchanged.
118	PPA	Clause 11.2.2	Non-natural Force Majeure Event		There exists a provision on National/State Lockout. Under current situation of COVID-19, it may turnout into dispute as to which FM provision would apply - either Natural FM or Non-natural FM. Epidemic came first and as a fallout of it, National/State Lockdown was declared. As the provisions under both FM options for Termination and Compensation are different, there needs to be clarity on this issue.	Tender conditions remain unchanged.
119	PPA	Clause 12.1.3	However, in case of change in rates of safeguard duty, GST and basic customs duty after [Insert last date of bid submission] and resulting in change in Project Cost, then such change will be treated as 'Change in Law' and the quantum of compensation payment on account of change in rates of such duties and shall be provided to the affected party by the other party as per Article 12.2.3, subject to the provision that Appropriate Commission recognizes such provisions <u>at the time of adoption of tariff</u>		<ul style="list-style-type: none"> - What if Commission only adopts the tariff and directs to approach Commission at appropriate time for recognition of change in law on account of SGD, GST and Basic Customs Duty? - We understand that SECI will file the petition for tariff adoption to CERC and SPD has no liability to get the approval from Commission. - We assume following during bidding i) SGD is zero, as existing SGD is applicable only till 29th July, 2020, ii) no Basic duty on module, and iii) GST rates as applicable. Please clarify that any change in these rates would be considered as Change in Law. 	Tender conditions remain unchanged.

120	PPA	Clause 12.2.3	In case of Change in Law as approved by the Appropriate Commission pursuant to Article 12.2.1 or as provided under Article 12.1.3, the SPD/ SECI/ Buying Entities (as the case may be) shall be entitled for relief as follows: Every net increase/decrease of Rs.1 lakh per MW in the Project Cost (i.e cost incurred by the SPD for the supply and services in the Project concerned, upto Schedule Commissioning Date or extended Schedule Commissioning Date, for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be), shall be liable for corresponding increase/decrease of an amount equal to Rs 0.005 /kWh.	In case of Change in Law as approved by the Appropriate Commission pursuant to Article 12.2.1 or as provided under Article 12.1.3, the SPD/ SECI/ Buying Entities (as the case may be) shall be entitled for relief as follows: Every net increase/decrease of Rs.1 lakh per MW in the Project Cost (i.e cost incurred by the SPD for the supply and services in the Project concerned, upto Schedule Commissioning Date or Commissioning of the Project , for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be), shall be liable for corresponding increase/decrease of an amount equal to Rs 0.005 /kWh.	In case Project is delayed beyond SCOD or extended SCOD, then also change in SGD or BCD or GST. So we request you to include Commissioning (COD) of the Project to be included in the clause.	Tender conditions remain unchanged.
121	PPA	Clause 12.2.5	It the event of any decrease in the project cost by the SPD or any income to the SPD on account of any of the events as indicated above, SPD shall pass on the benefit of such reduction at a rate as provided in Article 12.2.3 to SECI which shall be further passed on to the Buying Entity. In the event of the SPD failing to comply with the above requirement, SECI shall make such deductions in the monthly tariff payments on immediate basis,. Further, at the time of raising of 1st Monthly Tariff Payment		- - We assume following during bidding i) SGD is zero, as existing SGD is applicable only till 29th July, 2020, ii) no Basic duty on module, and iii) GST rates as applicable. Please clarify that any change in these rates would be considered as Change in Law.	Tender conditions remain unchanged.
122	PPA	Clause 13.4.4In the event the aforesaid novation is not acceptable to the SPD, or if no offer of novation is made by SECI within the stipulated period, then the SPD may terminate the PPA and at its discretion require Buying Entity to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due and 110% (one hundred and ten per cent) of the Adjusted Equity less Insurance Cover, if any, or, (ii) pay to the SPD, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPD. In the event the aforesaid novation is not acceptable to the SPD, or if no offer of novation is made by SECI within the stipulated period, then the SPD may terminate the PPA and at its discretion require Buying Entity to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due and 150% (one hundred and fifty per cent) of the Adjusted Equity less Insurance Cover, if any, or, (ii) pay to the SPD, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPD.	We suggest to retain 150% adjusted equity.	Tender conditions remain unchanged.
123	PSA	C	Buying Entity has agreed to purchase Solar Power from the Buyer under the Scheme and accordingly, Buyer has agreed to sign Power Purchase Agreements (PPAs) with Solar Power developers (hereinafter referred to as "SPDs") for procurement ofMW Solar Power on a long term basis, as indicated at Schedule-2. This allocated capacity shall be used for solar RPO requirement of Buying Utility. <u>SECI shall intimate the same to CTU (PGCIL) for open access. Based on input from PGCIL and corridor availability, quantity (MW) may be revised.</u>		The RfS Clause 7.10 last para has following provision: <u>The LTA shall be applied for by the SPD, within 60 days of issuance of LOAs or within 30 days of intimation of Buying Entity/Buying Utility provided by SECI, whichever is later.</u> The provision under PSA Cluase C should be in sync with the afresaid clause of RfS.	Tender conditions remain unchanged.

124	PSA	Clause 5.1.4	As per provisions of the PPA, the SPDs are permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Buying Entity shall purchase the generation till SCD, at 75% (seventy-five per cent) of 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 SPDs are permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Buying Entity shall purchase the generation till SCD, at 75% (seventy-five per cent) of the tariff as mentioned <u>in the in the Schedule -I of the Agreement and as referred in the</u> 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)].		Tender conditions remain unchanged.
125	PPA	ARTICLE 12: CHANGE IN LAW	<i>“In case of change in law on account of Anti-Dumping Duty and/or Safe-Guard Duty and/or Custom Duty etc. on Solar PV Modules, the Solar Power Developer shall be entitled for increase/decrease in tariff. This increase/decrease in tariff shall be for an amount equivalent to INR 0.005/KWh (0.5 Paisa/KWH) for every increase/decrease of INR 01 (One) lakh/MW of impact on cost of Solar PV modules, which shall be effected based on the documentary evidence submitted to the concerned authority, which shall inter alia includes Bill of Lading (BL), Bill of Entry (BOE) at the Port of arrival, duty paid at the port of arrival, Lorry receipt (LR), Goods Receipt (GR), Insurance papers etc upto project site.</i>	<i>“In case of change in law on account of Anti-Dumping Duty and/or Safe-Guard Duty and/or Custom Duty etc. on Solar PV Modules, the Solar Power Developer shall be entitled for increase/decrease in tariff. This increase/decrease in tariff shall be for an amount equivalent to INR 0.0065/kWh (0.65 Paisa/KWH) 0.005/KWh (0.5 Paisa/KWH) for every increase/decrease of INR 01 (One) lakh/MW of impact on cost of Solar PV modules, which shall be effected based on the documentary evidence submitted to the concerned authority, which shall inter alia includes Bill of Lading (BL), Bill of Entry (BOE) at the Port of arrival, duty paid at the port of arrival, Lorry receipt (LR), Goods Receipt (GR), Insurance papers etc upto project site.</i>	The impact of increase of 1 Lakh/MW comes around INR 0.0065/kWh (0.65 Paisa/kWh) and hence to cover the entire impact we request you to please change the increase/decrease in tariff accordingly. The proposed tariff change is not in line with existing provision which puts Solar Power Developer in the same financial position, clause reproduced below – <i>“In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator then, in order to ensure that the Solar Power Developer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Developer / Procurer shall be entitled to compensation by the other party”</i>	Tender conditions remain unchanged.
126	RfS Section III	14.5	The SPDs will be free to repower the project from time to time during the PPA duration. However, SECI will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines	We observed that the word “reconfigure” has been removed as compared to last RfS (for tranche VIII).	It provides flexibility to developers while executing the project	The Clause has been suitably modified. Please refer to the Amendments.
127	RfS Section III	20.11.d	Certified copies of annual audited accounts for the last financial year, i.e. FY 2018-19, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted;	Certified copies of annual audited accounts for the last financial year, i.e. FY 2018-19, or provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted;	The word “and” (in red) should be deleted as it should be “or” as mentioned in Section IV clause C5.	The Clause has been suitably modified. Please refer to the amendments.
128	PPA	4.10.2	For Grid unavailability beyond 50 hrs in a contract year	this should be removed	This is 0.6% of the availability which will reduce the revenue for SPD	Tender conditions remain unchanged.
129	PPA	10.4.4.	Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, SECI shall restore such shortfall within fifteen (15) days before next drawl.	this should be reinstated as earlier	SECI should restore the short fall in LC within 15 days from withdrawal by SPD to maintain prescribed payment security for SPD.	Tender conditions remain unchanged.
130	PPA	10.7.3	10.7.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3.	this has been deleted, should be reinstated	Any delay in payment should have surcharge levied in it	Tender conditions remain unchanged.

131	PPA	12.1.3	However, in case of change in rates of safeguard duty, GST and basic customs duty after [Insert last date of bid submission] and resulting in change in Project Cost, then such change will be treated as 'Change in Law' and the quantum of compensation payment on account of change in rates of such duties and shall be provided to the affected party by the other party as per Article 12.2.3, subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff by the Appropriate Commission and any decision in this regard shall be governing on SPD and Buying Entity.	However, in case of change in rates of safeguard duty or introduction of new safeguard mechanism or extension of the application of safeguard duty with same or revised rates, GST and basic customs duty after [Insert last date of bid submission] and resulting in change in Project Cost, then such change will be treated as 'Change in Law' and the quantum of compensation payment on account of change in rates of such duties and shall be provided to the affected party by the other party as per Article 12.2.3, subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff by the Appropriate Commission and any decision in this regard shall be governing on SPD and Buying Entity	Introduction of new safeguard mechanism could also increase the project cost and we would like the same to be added in the clause	Tender conditions remain unchanged.
132	PPA	12.1.3	However, in case of change in rates of safeguard duty, GST and basic customs duty after [Insert last date of bid submission] and resulting in change in Project Cost, then such change will be treated as 'Change in Law' and the quantum of compensation payment on account of change in rates of such duties and shall be provided to the affected party by the other party as per Article 12.2.3, subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff by the Appropriate Commission and any decision in this regard shall be governing on SPD and Buying Entity.		We would like to understand the modus operandi and its effects thereof, for example, as of now we have safeguard duty on modules @15% however it has a sunset clause and will not be applicable post 30th July 2020 and later the govt. decides to again introduce safeguard duty @ 20% or impose any other duty (BCD etc.) @ 20% then would you consider 5% increase in the cost (net from 20% - 15%) or 20% increase since the current safeguard duty @15% in any case will not be applicable post 30th July? In our understanding, the entire 20% increase should be considered because, whilst submitting the bid, we would not have considered the current 15% safeguard duty as part of the Project Cost.	Tender conditions remain unchanged.
133	PPA	12.1.3	However, in case of change in rates of safeguard duty, GST and basic customs duty after [Insert last date of bid submission] and resulting in change in Project Cost, then such change will be treated as 'Change in Law' and the quantum of compensation payment on account of change in rates of such duties and shall be provided to the affected party by the other party as per Article 12.2.3, subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff by the Appropriate Commission and any decision in this regard shall be governing on SPD and Buying Entity.	However, in case of change in rates of safeguard duty, GST and basic customs duty after [Insert last date of bid submission] and resulting in change in Project Cost, then such change will be treated as 'Change in Law' and the quantum of compensation payment on account of change in rates of such duties and shall be provided to the affected party by the other party as per Article 12.2.3, subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff by the Appropriate Commission and any decision in this regard shall be governing on SPD, SECI and Buying Entity.	We would like to include SECI as well because SECI is a necessary party to the PPA	Tender conditions remain unchanged.
134	PPA	12.2.2	The decision of the Hon'ble CERC to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on SPD and Buying Entity	The decision of the Hon'ble CERC to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties and the Buying Entity	We need to understand as to why is SECI excluded from this clause. Our contract is with SECI and not the Buying Entity	Tender conditions remain unchanged.

135	PPA	12.2.2	<p>In case of Change in Law as approved by the Appropriate Commission pursuant to Article 12.2.1 or as provided under Article 12.1.3, the SPD/ SECI/ Buying Entities (as the case may be) shall be entitled for relief as follows:</p> <p>Every net increase/decrease of Rs.1 lakh per MW in the Project Cost (i.e cost incurred by the SPD for the supply and services in the Project concerned, up to Schedule Commissioning Date or extended Schedule Commissioning Date, for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be), shall be liable for corresponding increase/decrease of an amount equal to Rs 0.005 /kWh</p>	<p>We request you to add the following line to the existing clause:</p> <p>"this increase/decrease in tariff due to this change in Project cost shall be limited up to 150% (One hundred & fifty percent) of the solar project capacity allocated to the project"</p>	<p>This will avoid any possibility of confusion going forward</p>	<p>Tender conditions remain unchanged.</p>
136	PPA	12.2.5	<p>It the event of any decrease in the project cost by the SPD or any income to the SPD on account of any of the events as indicated above, SPD shall pass on the benefit of such reduction at a rate as provided in Article 12.2.3 to SECI which shall be further passed on to the Buying Entity. In the event of the SPD failing to comply with the above requirement, SECI shall make such deductions in the monthly tariff payments on immediate basis,. Further, at the time of raising of 1st Monthly Tariff Payment Bill, SPD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12</p>	<p>In the first line of the clause you should cover both sides (increase and decrease in the project cost and not just decrease) and moreover this clause intends to cover post COD period which should not be the case. Accordingly this clause should be rephrased</p>	<p>Clarifications required:</p> <ol style="list-style-type: none"> 1. in the first line of the clause you should cover both sides (increase and decrease in the project cost and not just decrease) and moreover this clause intends to cover post COD period which should not be the case. 2. What can be income earned by SPD as referred in above clause- Please clarify 3. Whether the above mentioned changes will be till SCOD or entire project life? 	<p>Tender conditions remain unchanged.</p>
137	Standard SPD-PPA	10.3.5	<p>For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPD to SECI in the following manner.</p> <p>a) A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.</p> <p>b) Any payments made after ten (10) days of the date of presentation of Bill through hard copy up to the Due Date shall be allowed a rebate of 1 %.</p> <p>c) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at SECI.</p>	<p>For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPD to SECI in the following manner.</p> <p>a) A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 3 (three) days of the presentation of hard copy of Bill.</p> <p>b) Any payments made after 3 (three) days of the date of presentation of Bill through email up to the Due Date shall be allowed a rebate of 1 %.</p> <p>c) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at SECI.</p>	<p>The provisions for applicability of rebate shall be identical in both PPA and PSA.</p>	<p>Tender conditions remain unchanged.</p>
138	Standard SPD-PPA	4.1.1 (g)		<p>We understand that PPA can be assigned to a wholly owned subsidiary of the parent company without any minnum lock-in duration of 3 years. Please confirm.</p>		<p>No</p>
139	RfS	SECTION - III- ITB Clause 7.10.	<p>The LTA shall be applied for by the SPD within 60 days of issuance of LOAs.</p>	<p>The LTA shall be applied for by the SPD within 30 days of signing of PPA.</p>	<p>If there is any delay is signing of PPA for any reasons, it is better to apply for LTA after execution of PPA</p>	<p>The Clause has been suitably modified. Please refer to the Amendments.</p>

