

SOLAR ENERGY CORPORATION OF INDIA LIMITED New Delhi						
Ref No. SECI/C&P/SPD/RfS/RJ-IV/032021				Dated: 29.04.2021		
Clarifications to the queries on the Request for Selection (RfS) Document For Selection of Solar Power Developers for Setting up of 1785 MW Grid-Connected Solar PV Power Projects in RAJASTHAN (Tranche-IV) (RfS No. SECI/C&P/SPD/RfS/RJ-IV/032021 dated 04.03.2021)						
Sl. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	Section-III 15 (i) (page no 31 of 124)	Any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in financial closure.	Any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in financial closure and Scheduled Commissioning Date. Also, Buying entity shall approach regulator concerned within 60 days of execution of PSA	Delay in adoption of tariff would also lead to delays in disbursal of funds by lenders, resulting in delays in project commissioning. Hence, extension should be given in the SCD as well. Also, there has to be timeline by when Buying Entity will approach their regulator	Please refer to the Amendments
2	RfS	Section-III 15.A (page no 33 of 124)	Commissioning of the Project will not be allowed until the demonstration of land possession by the SPD in terms of Clause 15. (vi) above and Clause 16.a below.	Clause no. 15.(vi) is not found in RfS. Moreover, governmental delay in giving possession of land should result in extension of SCD.	In case of revenue land, SPD don't have choice in case delay in handing over the land by govt authorities.	The clause has been suitably modified, please refer to the Amendments
3	RfS	Section-III 16.d (page no 35 of 124)	However, in case the entire capacity is commissioned prior to SCD, SECI may purchase the generation at PPA Tariff.	However, in case the entire capacity is commissioned prior to SCD, SECI may purchase the generation at PPA Tariff the SCD of the Project will be shifted to the commissioning date of the full capacity of the project and SECI will purchase the generation at PPA Tariff.	The Buying Utility is obligated to offtake power from the SCD. In case of commissioning of full project capacity, we request SECI to consider such date of full project commissioning as the SCD so as to ensure offtake by the Buying Utilities.	RfS conditions shall prevail
4	RfS	Section-V 4 (page no 60 of 124)	In case the partial capacity offered to the last Successful Bidder as per Sl. ii above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding SE. In case the last Successful Bidder refuses to accept such partial capacity offered by SECI, the bidder including their Parent, Ultimate Parent, and Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.	In case the partial capacity offered to the last Successful Bidder as per Sl. ii above, is greater than or equal to 75% of the total quoted capacity by such Bidder , it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding SE. In case the last Successful Bidder refuses to accept such partial capacity offered by SECI, the bidder including their Parent, Ultimate Parent, and Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by SECI for a period of 2 years from the date of default as notified by SECI.	Please be noted that in an extremely competitive bidding environment, tariff offered by a developer is for a large capacity which offers economies and thus resulting in competitive tariff. If SPD ends up getting 50% of bid capacity, project becomes unviable as costs increases for lower capacity so, request you to change this to 75% i.e if bidder gets more than 75% of bid capacity after RA, bidder cannot reject the project otherwise bidder can have the right to reject the capacity	RfS conditions shall prevail
5	RfS	Section-V 5 (page no 60 of 124)	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. In all cases, SECI's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.	To be deleted	Not in favour of SPDs and RE industry as a whole.	RfS conditions shall prevail
6	RfS	Annexure-D. Pg No. 122	As per clause 25.2.5 of Rajasthan Solar Policy, 2019, the Solar Project Developer/Power Producer shall submit a time frame for construction of their plant along with bank guarantee equivalent to the cost of bay and dedicated transmission/distribution line with an undertaking to use the system within prescribed time period. RVPN/DISCOM(s) will provide the Power Evacuation facilities within the scheduled time frame. The bank guarantee shall be returned to the Developer/Power Producer after commissioning of the project on depositing amount of penalty, if any, on account of delay in the utilization of the system.		We request RVPNL to refrain from collecting BGs from the developer as Rs. 2.5 lakh/MW is already being collected for connectivity charges, bay construction, supervision charges, O&M charges. Furthermore, the dedicated line is in the scope of the developer itself. In view of the same, we request that the BG requirement may be waived off.	RfS conditions shall prevail
7	RfS	Annexure-D Clarifications from Government of Rajasthan	4. The successful bidders will be required to register their Solar power projects with RREC as per provision of Rajasthan Solar Energy Policy, 2019, thereafter the Power evacuation plan of associated Solar project of successful bidder would be examined by RVPN within one month as per provisions of Rajasthan Solar Energy Policy, 2019. Technical feasibility is examined for the Solar power projects forwarded by RREC on first cum first serve basis but priority may be decided on recommendation of RREC/ RUVN.		Requesting the confirmation, whether the allotment of bays and power evacuation shall be done on based on first cum first serve basis or lowest tariff SPD basis?	The clause is self-explanatory

8	RFS	SECTION - II (IFB)	SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RfS 9.0 The Projects to be selected under this RfS shall be of minimum individual capacities of 10 MW, and shall be set up in integral values, with a cumulative capacity of 1785 MW to be set up under the RfS.		Projects shall be in multiple of 10 MW, then how the last bidder will get capacity out of 1785 MW. (+/- 5 MW)?	The clause does not require projects to be 'quoted' in multiples of 10 MW, just the minimum project capacity should be 10 MW. The last successful bidder will be awarded capacity as per the provisions of the RfS.
9	PPA	Article 3.2.3	In case of inability of the SPD to fulfil the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfilment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event. 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.	In case of inability of the SPD to fulfil the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfilment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event. 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. Also, SPD shall have the exit right in case adopting of the tariff by Appropriate Commission does not take place within 120 (one hundred and twenty days) as a result conditions subsequent relating to closure of project financing arrangements cannot be achieved;		RfS conditions shall prevail
10	PPA	Article 3.2.4	Article 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, 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. 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." Article 3.2.1 (i) "An extension, without any impact on the Scheduled Commissioning Date, can however be considered, on the sole request of SPD, on payment of Rs. 1000/- per day per MW to SECI....." Article 3.2.4: "Provided that due to the provisions of this Article 3.2.1, any increase in the time period for completion of conditions subsequent and financial closure mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date."	Article 3.2.4 Provided that due to the provisions of this Article 3.2, any increase in the time period for completion of conditions subsequent and financial closure mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date."	Article 3.2.1 refers to Article 3.2.1(i) for time extension and Article 3.2.1(i) provides for extensions of achieving financial closure without extending the SCOD	Article 3.2.1 (i) solely covers Financial closure deadline, and not the SCD
11	PPA	4.4.2	".....shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency...."		What shall be this penalty and how it shall be imposed in case of excess power pushed to grid and seci is not buying it?	Such penalty, if any, will be determined by the respective concerned authorities.
12	RFS	Clause 7.1 Connectivity with the Grid, Pg 2	The Bidder should indicate substation location and voltage level in line with clause 20 below.	Refrence of Clause 20 to be checked as voltage level is not mentioned.	Successful Bidder shall be allowed to change the location of the substation as connectivity grant is subject to Technical feasibility examined for the Solar power projects and forwarded by RREC on first cum first serve basis and priority may be decided on recommendation of RREC/ RUVN.	The clause has been suitably modified, please refer to the Amendments. With respect to modifications in substations, please refer to the response at SI.46 below.
13	PPA	13.5	Termination due to Force Majeure provision: If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.	In case of Force Majeure Event, the PPA may be terminated in accordance with the provisions of Article 11.10.	This need to be done to avoid any confusion between 4.5.3 & 11.10	The clause has been suitably modified, please refer to the Amendments
14	PPA	New provision		In case of any conflict/different treatment of a particular situation, between provisions of PPA & RfS, provisions of PPA shall prevail.		Article 1.2.18 covers the proposed clause
15	RFS	Section-I 5	"BIDDER" shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid.	Expand the definition of "Bidder" as means <u>any corporation, company, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture or other legally recognized entity of whatever nature,</u>	This will allow companies owned by Fund, Trust, Pension fund, Insurance Companies and their affiliates to participate in the tender. There are several new companies/platforms entering the renewable energy sector in India which are owned by pension fund or trust and have different type of incorporation structures.	RfS conditions shall prevail

16	RFS	Section-I 21	Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, any mutual fund, pension funds and sovereign funds, shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.	Provided that a financial institution, scheduled bank, <u>Private Equity Fund</u> , foreign institutional investor, Non-Banking Financial Company, any mutual fund, pension funds and sovereign funds, shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;	Expand the proviso to include “private equity funds” since the nature of business of private equity funds which are managed by investment managers, is no different from that of mutual funds or foreign institutional investors.	RfS conditions shall prevail
17	RFS	Section I 37	“POWER PROJECT” or “SOLAR PROJECT” or “PROJECT” shall mean the solar power generation facility comprising single/multiple units at single/multiple locations, having a single/multiple point (s) of injection into the grid at Interconnection/ 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.		As the available capacity is not uniform at all GSS published by RVPN, the SPD should have flexibility to configure the total project capacity as per available capacity at various GSS. Hence, we request you to please provide option of entering into single PPA with capacity equivalent to the bid capacity with flexibility of modify the no of projects as well as project capacity. Please note that the PPA already provide option to change the Project location till SCD.	RfS conditions shall prevail
18	RFS	Section-III 7.1	The Project should be designed for interconnection with the nearest substation of STU at the voltage level of 33 kV or above. The Bidder should indicate substation location and voltage level in line with clause 20 below.		1. Please clarify on maximum permissible evacuation capacity at all voltage level. 2. Is the indicated capacity and substation binding on the bidder? Can multiple project be developed for a single indicated bid	1. The data available on RVPN's website may be consulted in this regard. 2. As per Sl. 7 of Annexure-D of the RfS, The Bidders are free to choose substation other than mentioned in the list, as technical feasibility would be examined on case to case basis.
19	RFS	Section-III 14.1	Note: PPA will be executed between SECI and the SPD as per the breakup of the cumulative Project capacity awarded to the Bidder. 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.	Note: PPA will be executed between SECI and the SPD as per the breakup of the cumulative Project capacity awarded to the Bidder. 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 be changed only till SCD then remain unchanged subsequent to signing of PPA.	As Bidder is quoting single tariff for all projects adding up to cumulative bid capacity, the Bidder shall be allowed to decide the optimal project capacity till SCD basis connectivity and land availability. We would like to highlight that the spare capacity available at difference GSS is not same (even for same voltage level). In case, the Bidder is not able to get connectivity at GSS of his preference, the project may not remain viable due to change in project capacity or may not get connectivity for same project capacity at alternate GSS	RfS conditions shall prevail
20	RFS	Section-III 14.4	Back-to-back Power Sale Agreement (PSA) 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.	Back-to-back Power Sale Agreement (PSA) 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 with respect to power procurement and payment terms will be independent of shall also be on the back-to-back basis as provided in the PPA and the corresponding PSA.	SECI under the PSA have multiple avenues to pay the developer either from sale of power to third party or recovery from procurer by drawing letter of credit, payment security funds or invoking State Government Guarantee. Moreover, it has been held by various past CERC orders that the obligation under PPA on SECI relating to payment terms and power procurement, are not on back to back basis. Therefore, the suggested change may please be accepted.	RfS conditions shall prevail
21	RFS	Section-V 4.ii	The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as “the range”- will be declared as Successful Bidders ...	Successful Bidders shall be declared on basis of bucket filling till Tender Capacity. The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as “the range”- will be declared as Successful Bidders under the RfS,	Mandating a range of L1+2% for successful bidder will not be rational to cover the risk and cost associated with the location of project, as each site location will have different cost of land, cost of installation due to evacuation capacity difference and solar resource availability, which will have significant impact on the tariff	RfS conditions shall prevail
22	RfS	Section III Clause 14.1	Note: PPA will be executed between SECI and the SPD as per the breakup of the cumulative Project capacity awarded to the Bidder. 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. Delays in connectivity and/or LTA for the Project(s) on account of such changes, which differ from the details provided in the Covering letter, shall be at the risk of the Successful Bidder. 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 as per the breakup of the cumulative Project capacity awarded to the Bidder. 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 Financial Closure . 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 can be changed until the Financial Closure . Delays in connectivity and/or LTA for the Project(s) on account of such changes, which differ from the details provided in the Covering letter, shall be at the risk of the Successful Bidder. The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date of the Projects. One Bid winner is allowed to Sign the PPA for cumulative capacity won using different SPVs and the project configuration shall be allowed to be revised until FC (single project capacity shall not be less than 10MW in any case).	The Bidder should be allowed to revise the configuration until the Financial Closure. The configuration shall be attached to PPA as annexure which could be revised by the SPD until Financial Closure. 9. One Bid winner should sign the PPA for cumulative capacity won under the RfS using different SPVs, however, in no case each project under respective SPV be lower than 10 MW. In case its more than 10 MW, the project configuration can be revised until FC and not only until PPA as per current RfS	RfS conditions shall prevail
23	RfS	Section III Clause 15.1 (i)	The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the Power Purchase Agreement (PPA) (for e.g. if Effective date of the PPA is 07.03.2021, then scheduled Financial Closure date shall be 07.03.2022). Any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in financial closure.	there should be a long stop date for tariff adoption	there should be a long stop date for tariff adoption to remove any uncertainties.	RfS conditions shall prevail

24	PPA	Clause 4.1.1 (h)	making a payment security deposit of [Insert amount @ Rs 5 Lakhs / MW] to the designated account as intimated by the SECI towards Payment Security Fund as per clause 12 of Section III of the RfS.	making a payment security deposit of [Insert amount @ Rs 1 Lakhs / MW] to the designated account as intimated by the SECI towards Payment Security Fund as per clause 12 of Section III of RfS.	Since the amount is non-refundable, we request that this amount be reduced to INR 1Lakh/ MW	RfS conditions shall prevail
25	RfS	Section III Clause 7.8	The SPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA (if applicable) and Connectivity.	Please let us know whether the CERC regulations or SERC regulations will apply to the project under this tender		The SPD will be required to comply with the respective regulations as applicable. Applicability of a specific regulation is to be ascertained by the SPD.
26	Pg No.04	(G)	DOCUMENT PROCESSING FEE : Rs. 15 Lakh + 18% GST for each project from 100 MW and above capacity. As per Project Definition :“ PROJECT ” shall mean the solar power generation facility comprising single/multiple units at single/multiple locations, having a single/multiple point (s) of injection into the grid at Interconnection/ 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 Project shall include all units/modules and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to SECI.		If Bidder is proposed to install 160 MW in different capacities of 100MW, 50MW and 10 MW in three multiple locations at multiple Injection points of STU, then bidder has to pay only Rs.15 Lakh+18% GST.Please confirm.	In case the bidder indicates 160 MW as a single Project in the Covering letter, then only a single amount of Rs. 15 lakh + GST will be payable.
27	Pg No.118	Annexure C	Check List for Financial Closure	-	Kindly provide the formats of Annexure – II A, Annexure II B, Annexure III, Annexure IV (B) , which may be required after issue of LoA to the bidder	No standard formats will be issued, the respective documents are to be submitted by the SPD, ensuring that all the required data is readily available in such documents.
28	RfS	8.4 (b)	Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted), for Grid unavailability beyond 50 hours in a Contract Year	-	We understand that the compensation will be for total hours of grid unavailable, we request SECI to confirm will there be reduction of 50 hours from the total hours of grid unavailability.	Yes.
29	RfS	Section - II 5.0	.....The SPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency (SNA) in line with the provisions of the applicable policies/regulations of the State where the Project is being located. It shall be the responsibility of the SPD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.		Kindly clarify whether SPD is required to make any Contribution towards Rajasthan Renewable Energy Development Fund as in these projects the PPA is with SECI.	Please refer to Sl. 6 of Annexure-D of the RfS document
30	RfS	Section - II 6.0	SECI shall enter into PPA with successful SPDs for a period of 25 years from the date as per the provisions of PPA.....	SECI shall enter into a single PPA with successful SPDs for a period of 25 years from the date as per the provisions of PPA.....	Request to enter a single PPA with total allocated capacity to the SPD, that will give SPD flexibility to change project configuration as per available land and grid connectivity across Rajasthan, Details of project locations can be mentioned as 'Schedule/Annexure' to the PPA, the same practice is followed by GUVNL also	RfS conditions shall prevail. Individual PPA will be signed for each Project.
31	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 1785 MW.	...The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 300 MW.	This will increase the effective participation and de-risk SECI also.	RfS conditions shall prevail.
32	RfS	Section - 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.	To be deleted	All approvals cannot be applied within 90 days of LOA. Approvals are applied based upon what stage the project is.	RfS conditions shall prevail.
33	RfS	Section - III 15 (vi)	Land Arrangement		Can we change the land location after Financial Closure, Do we need to submit any document related to Land at the time of Financial Closure	As is aptly clear, land is required to be demonstrated only at the time of commissioning of the Project.
34	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	RfS conditions shall prevail
35	RfS	Provision 5 of Section III	PROJECT SCOPE & TECHNOLOGY SELECTION The SPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency (SNA) in line with the provisions of the applicable policies/regulations of the State where the Project is being located. It shall be the responsibility of the SPD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.		Request you to kindly confirm whether the statutory charges for Solar Project in the state of Rajasthan are waived / exempted for the said auction in line with the earlier 1070 MW Rajasthan based SECI Solar Auction. In case the same are exempted / waived, we humbly request SECI to kindly provide the schedule of charge and requirement of bank guarantees, etc. applicable for the Solar Project in the State of Rajasthan.	Please refer to Annexure-D of the RfS

36	RfS	Provision 5 of Section III	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 provision may be deleted as the bid has been announced considering the off-take in the state of Rajasthan and off-taker being Rajasthan Urja Vikas Nigam Limited. This will help in avoiding ambiguity raising on the same matter	RfS conditions shall prevail
37	RfS	Provision 8.2 of Section III	SHORTFALL IN ENERGY SUPPLY The reference to the compensation for shortfall to enable SECI to remit the amount to buying utility(ies) and the amount being equal to the compensation payable by the buying utility(ies) for not meeting RPO is only a measure of damage. It shall not be construed that the compensation is payable by SPD only if the buying utility(ies) are required to pay compensation for such not meeting of RPO or that the buying utility(ies) or the SPD shall be required to prove or establish such payment of compensation for not meeting the RPO.	Deletion of said provision	We propose to delete the highlighted portion. The SPD shall only be penalised if SECI and the Buying Entities are penalized because of the failure of the SPD to meet the declared CUF related provision. It has to be no-harm-no-foul clause	RfS conditions shall prevail
38	RfS	Provision 11.1 and 11.2 of Section III	PERFORMANCE BANK GUARANTEE (PBG)/ PAYMENT ON ORDER INSTRUMENT (POI)	Requested to be deleted	We request you to kindly consider removing the requirement of PBG / POI and replace the same with declaration similar to Bid Security. This would enable saving of cost for the SPD and providing adequate security to SECI	RfS conditions shall prevail
39	RfS	Definitions - 34	In case of multiple SPDs using single Pooling Station, they must sign a Pooling Substation Service & Operation Agreement, clearly indicating the metering arrangement and how the transmission losses will be apportioned, same may also be confirmed & countersigned by STU/DISCOM.	1. Will SECI have a role in this agreement. 2. Can you please share if any specific format is there for this particular clause		SECI will not be a party to this agreement, and no standard format will be provided in this regard.
40	RfS	Section VII - 2	It is envisaged that the State Transmission Utility will provide transmission system to facilitate the evacuation of power from the Projects which may include the following: i) Upon application of Connectivity as per SERC/CERC Regulations, STU shall coordinate with the concerned agencies for grant of connectivity and LTA. ii) Support during commissioning of projects	Do we need to submit BG towards connectivity		Please refer Annexure-D of the RfS
41	RfS	Processing fees	Rs. 3 Lakh +18% GST for each project from 10 MW upto 49 MW capacity, Rs. 5 Lakh + 18% GST for each project from 50 MW upto 99 MW capacity, Rs. 15 Lakh + 18% GST for each project from 100 MW and above capacity, to be submitted either through NEFT/RTGS transfer in the account of SECI, or in the form of DD/Pay Order along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi.	If we have multiple projects of 100+ MW in adjacent land parcels, then are we supposed to pay Processing Fees of 15 Lakh + GST two times. Can SECI consider only one Processing Fees for such cases		Processing fee is required to be submitted for each Project
42	PPA	10.1.4	The SPD shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.	Please clarify if there will be set off for Auxillary Consumption. If yes, please specify the rates at which is will be applicable		The bidders are advised to refer applicable State regulations in this regard.
43	RfS	7.6	..... The SPDs may decide to share the cost of transmission charges and other associated charges from the Pooling Point up to the Interconnection Point, amongst themselves. SPDs shall have to get a certification regarding the losses in the common line from their respective STU/ any other transmission utility.		In case the bay is not availability in the RVPNL substation and if it asked to share the bay, then how to consider sharing of TL and Bay charges.	The bidders are advised to refer applicable State regulations in this regard.
44	RfS	16.a	Part commissioning of the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 50 MW, without prejudice to the imposition of liquidated damages, in terms of the PPA on the part which is not commissioned.		For the projects below 50MW, part commissioning should be allowed for lesser capacity. Kindly amend the clause appropriately.	As per the Guidelines, part commissioning will not be allowed for Projects below 50 MW capacity
45	RfS	Annexure - D (7)	Clarification by RRECL - The Bidders are free to choose substation other than mentioned in the list, as technical feasibility would be examined on case to case basis.		As per clause 7.10 need to apply to the connectivity as mentioned in the list else milestone extension may not be possible. So, please clarify that is this clarification for the tender in consideration.	The two provisions need to be read in conjunction
46	Request for Selection (RfS) Document	SECTION - III INSTRUCTIONS TO BIDDERS (ITB) Clause 7.1 - CONNECTIVITY WITH THE GRID	The Project should be designed for interconnection with the nearest substation of STU at the voltage level of 33 kV or above. The Bidder should indicate substation location and voltage level in line with clause 20 below.	The Project should be designed for interconnection with the nearest substation of STU at the voltage level of 33 kV or above. The Bidder should indicate substation location and voltage level in line with clause 20 below. The Bidder in the Bid will be treated by SECI as indicative and shall be allowed to be modified by the Bidder at the time of applying for connectivity.	We understand that multiple Bidders can quote the same location / interconnection point. Each substation has a certain level of spare capacity as indicated in the list available in the website of RVPNL. In such a case, grant of connectivity to multiple Successful Bidders at the same quoted substation will depend upon spare / available capacity, and situation may arise where connectivity could not be granted to one particular Bidder due to limitation of spare capacity at the desired substation. This will then potentially impact the Bidder's project implementation plan as well as the project cost.	Modifications in substations are allowed, at the risk and cost of the SPD. Further, multiple locations/interconnection points for a single Project are already allowed as per the RfS.
47	Request for Selection (RfS) Document	SECTION - VII SAMPLE FORMS & FORMATS FOR BID SUBMISSION Format 7.1 - COVERING LETTER	Location of Project (Village, Tehsil, Dist., State); Interconnection Point Details	We request to add the following as footnote to the table in Format 7.1: "The above information regarding Location and Interconnection Point shall be treated by SECI as indicative and shall be allowed to be modified by the Bidder at the time of applying for connectivity."	It is therefore requested to consider the location / interconnection point as mentioned by the Bidder as tentative / indicative, and allow to modify the same at the time of applying for connectivity. Alternately, kindly allow to quote multiple locations / interconnection points in the Bid and allow to choose from amongst the quoted locations based on available spare capacity while applying for connectivity.	

48	Request for Selection (RfS) Document	SECTION - V BID EVALUATION AND SELECTION OF PROJECTS Clause 2.a.3	...During the examination of the bids, SECI may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by SECI <u>within 07 (seven) days from the date of such intimation from SECI.</u>	...During the examination of the bids, SECI may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by SECI <u>within 15 (fifteen) days from the date of such intimation from SECI.</u>	Since some of these additional documents may pertain to legal aspects requiring certification/ board approvals prior to furnishing, we request you to consider a minimum period of 15 days to submit such clarifications / additional documents.	RfS conditions shall prevail
49	Request for Selection (RfS) Document	SECTION - V BID EVALUATION AND SELECTION OF PROJECTS Clause 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.	...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 provided that the PPA is yet to be executed between the Successful Bidder and SECI. Once the PPA is entered into between the Successful Bidder and SECI as per Clause 14 of RfS Section-III (ITB), SECI shall no further annul the bid process or cancel the award.	After the Successful Bidder enters into PPA with SECI, it will commence the project implementation activities and will start incurring expenditure accordingly. While the Successful Bidder is implementing the project, if SECI annuls the bid process / cancels the award on the ground of inability to find buyers / off-takers, it will cause adverse financial impact to the SPD. It will be extremely difficult for the SPD to find alternative off-taker for the project at the bid tariff. Lenders will not be eager to finance the project without visibility of guaranteed revenue flow. The project may face the risk of being abandoned. It is therefore requested not to annul the bid process / cancel the award after signing of the PPA, so as to provide certainty of power off-take to the SPD and ensure bankability of the project.	RfS conditions shall prevail
50	Request for Selection (RfS) Document	BID INFORMATION SHEET Sl. No. (F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE): Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) <u>including GST</u>		Kindly indicate the amount of GST included in the amount of INR 29,500/-	GST is collected @ 18%.
51	Request for Selection (RfS) Document	SECTION - II INVITATION FOR BIDS (IFB) Clause 7.0	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.		We understand that the single quoted tariff (in INR / kWh) will remain constant throughout the PPA tenure. Kindly clarify if our understanding is correct or not.	Yes.
52	Request for Selection (RfS) Document	SECTION - II INVITATION FOR BIDS (IFB) Clause 15.0	Interested bidders have to necessarily register themselves on the portal https://www.bharat-electronictender.com through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids.		Kindly provide clarification on the fees to be paid, if any, for registration on the e-tender portal and downloading of the tender documents.	The bidders are advised to contact M/s ElectronicTender in this regard.
53		PPA 3.2.1 (i)		The line "This amount will go into Payment Security Mechanism" is not clear.		It means that the amount collected under this provision will be credited to the Payment Security Mechanism set up under the PPA.
54		PPA 14.5	"the performance of the obligations of the SECI under this Agreement shall be subject to the ability of the SECI to enforce the corresponding obligations assumed by the Buying Utility(ies) on re-sale under the Power Sale Agreement to be entered into by the Buying Utility(ies) with SECI". "the SECI under this Agreement, the same shall be subject to the ability of the SECI to enforce the corresponding obligations assumed by the Buying Utility(ies) under the Power Sale Agreement to be entered into between the SECI and the Buying Utility(ies) on resale on mutatis mutandis basis and not otherwise."	These clauses to be deleted, since by virtue of this clause, all SECI obligations are being made contingent upon SECI- Buyer Utility PSA.		RfS conditions shall prevail
55	RfS	Appendix - A1-1	The Solar PV Project will be declared as commissioned when all equipment as per rated project capacity has been installed and energy from the Project has flown into the grid, which will be verified by a committee/agency identified by SECI/MNRE to witness the Commissioning of the Project.	The Solar PV Project will be declared as commissioned when the plant is synchronized with the grid.	There has been instances wherein because of the delay in committee visit to plant post synchronization power has been injected into the grid without any commercial accountability and "free". RVPNL, Discom, RRECL officials are already a part of the connectivity committee and SECI may also visit the site on the same day to witness the synchronization and declare commissioning of the plant. Otherwise there is an undue revenue loss incurred by the generator on a day to day basis.	RfS conditions shall prevail
56	Pg No.78	Format 7.4	RESOLVED THAT the Board be and is hereby authorised to Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS in Rajasthan vide RfS No	In case of Board of Directors in their Board meeting, authorized CMD to take decision of necessary action for participation of the tenders of Renewable Energy sources and authorized CMD to nominate an Executive to do on Company behalf of all such acts, deeds and things necessary in connection with RfS floated by SECI. Kindly, consider the Delegation of Authority (DoA) to CMD by the Board.		RfS conditions shall prevail
57	RfS	11.1	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 8,00,000/ MW (Rupees Eight lakhs/MW) latest by at least 7 working days prior to signing of PPA	Have GST being included in PBG Amount		Encashment of PBG, if any will be considered as GST inclusive.

58	RFS	Section - IV C.1 (a)	a. The Net Worth of the Bidder should be greater than or equal to INR 80 Lakhs/MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2019-20 or as on the day at least 7 days prior to the bid submission deadline.	a. The Net Worth of the Bidder should be greater than or equal to INR 80 Lakhs/MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2019-20 or as on latest available date CA certified management accounts prior to the bid submission deadline.	Please allow bidders to qualify based on net worth of the bidder as on latest available date as companies which have recently raised funds and are now self-sufficient to execute the project having the technical and financial capability as on date. The same is inline with other central bids as well.	RfS conditions shall prevail
59	RFS	Section - IV C.2 (a)	a. A minimum annual turnover of INR 41.45 Lakhs/MW of the quoted capacity during the previous financial year, i.e. FY 2019-20 or as on the day at least 7 days prior to the bid submission deadline.	a. A minimum annual turnover of INR 41.45 Lakhs/MW of the quoted capacity during the previous financial year, i.e. FY 2019-20 or as on latest available date CA certified management accounts prior to the bid submission deadline.		
60	RFS	Section-IV C.4	For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.	For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder and/or Bidder's Affiliates may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.	We request you to please incorporate suitable language (as suggested) to permit Bidder's Affiliates also to use consolidated account	RfS conditions shall prevail
61	RFS	11.1	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 8,00,000/ MW latest by at least 7 working days prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 27 months from the Effective Date of the PPA.	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 8,00,000/ MW latest by at least 7 working days prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period of 27 months from the Effective Date of the PPA. <u>The PBG can be of initially submitted for 6 months' validity and the SPD shall be obligated to renew the PBG before its expiry, for next 6 months, till the validity period of 27 months from the Effective Date of the PPA.</u>	For financial institutions, taking an a long term exposure in form of a Performance Bank Guarantee is always difficult, as their obligation gets locked in for a significant duration. Therefore, it becomes difficult for the SPD to secure such long term PBGs and has a higher cost implication. A short term PBG which shall have to be compulsorily renewed before expiry, would help ease out the burden on SPDs.	Tender conditions shall prevail
62	RfS	SECTION - III (ITB)	21.16 All the financial transactions to be made with SECI including success fee, delay charges (except charges for delay in Financial Closure), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.		We undersatnd that "Payment Security Fund" doesnt attract GST. Kindly confirm.	Same shall be dealt at appropriate stage through necessary guidelines/order issued by MNRE.
63	RFS	Section-III 18.6	Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to SECI. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.	Any change in the shareholding after the expiry of 01 years after COD can be undertaken under intimation to SECI. Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with submission of an undertaking to SECI the permission of SECI, subject to the condition that, the management control remains within the same group of companies.	To smoothen the process of internal transfer of the Controlling Shareholding within the same group, permission from SECI should not be required. This will avoid unnecessary delay. Also this clause defeats the purpose of mentioning this clause separately for internal same group transfer, if with SECI permission the Controlling Shareholding can be transferred to any other entity.	RfS conditions shall prevail
64	RFS	Section-III 20. 10. d	Certified copies of annual audited accounts for the last financial year, i.e. FY 2019-20 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 day at least 7 days prior to the bid submission deadline.	Certified copies of annual audited accounts for the last financial year, i.e. FY 2019-20 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 day not more than 7 days prior to the bid submission deadline.	Request to make suggested changes.	RfS conditions shall prevail
65	RFS	Section-IV C.1.a	Net-worth a. The Net Worth of the Bidder should be equal to or greater than INR 80 lakhs per MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2019-20 or as on the day at least 7 days prior to the bid submission deadline.	Net-worth a. The Net Worth of the Bidder should be equal to or greater than INR 80 50 lakhs per MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2019-20 or as on the day at least 7 days prior to the bid submission deadline.	This will encourage participation by new players having a different Ownership structure. It order to encourage participation from newly formed companies, the net worth requirement may please be reduced.	RfS conditions shall prevail
66	RFS	Section-IV C.1.b	The net worth to be considered for the above purpose will be the cumulative net worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS		Please provide clarification on whether an affiliate can demonstrate the qualification (Net worth as well as liquidity) basis consolidated financial statements?	No, on the basis of RfS conditions, it is clarified that an Affiliate cannot demonstrate the qualification basis consolidated Financial Statements
67	PPA	definitions	Due date: Due Date shall mean the seventy-fifth (75th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI;	Due date: Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI;	Request you to keep 45 days as it was in earlier bids of SECI.	RfS conditions shall prevail

68	PPA	Articles 2.1.3 and 2.1.4	<p>"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, SECI and/or the Buying Entity shall obtain 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. The Parties agree that in the event, the order of adoption of tariff 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."</p> <p>Article 2.1.4: "If parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the SERC 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 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 order has been delayed beyond such period as specified in Article 2.1.3."</p>	<p>Article 2.1.4 "If parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the SERC 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 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 order has been delayed beyond such period as specified in Article 2.1.3"</p>	<p>Reference to CERC for adoption of tariff has to be included in Clause 2.1.4. The clause may be modified suitably to include a reference to CERC in addition to SERC to align it with clause 2.1.3 since adoption of tariff may be obtained from SERC and/or CERC as the case may be.</p>	<p>The provision highlighted is a standard format in the PPA documents. It is clarified that for this RfS, Appropriate Commission will be SERC.</p>
69	PPA	Article 10.3.3	<p>10.3.3 Late Payment Surcharge In the event of delay in payment of a Monthly Bill by SECI beyond 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>10.3.3 Late Payment Surcharge In the event of delay in payment of a Monthly Bill by SECI beyond Due Date, a Late Payment Surcharge shall be payable to the SPD at the rate of <u> </u> [as may be made applicable by Gol through its orders] 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>Reference to article 3.2.1 in article 3.2.4 to be deleted to avoid conflict</p>	<p>Existing clause shall prevail i.e 1.25%</p>
70	PPA	Cause 10.3.3 Pg 39	<p>Late Payment Surcharge In the event of delay in payment of a Monthly Bill by SECI beyond 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>In the event of delay in payment of a Monthly Bill by SECI beyond 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. The Late Payment Surcharge shall be claimed by the SPD through the Supplementary Bill.</p>	<p>Payment of Late Payment Surcharge by SECI to SPD should be delinked from buying entities.</p>	<p>Existing provisions shall prevail.</p>
71	PPA	2.1.3	<p>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, SECI and/or the Buying Entity shall obtain 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. The Parties agree that in the event, the order of adoption of tariff 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.</p>	<p>2.1.3 Notwithstanding Agreement, SECI and/or the Buying Entity shall obtain all requisite approvals 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. The Parties agree that in the event, such approval order of adoption of tariff 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.</p>	<p>Only SERC is applicable here and all approvals including Tariff adoption, PPA, PSA approval and power procurement approvals need to be obtained from SERC.</p>	<p>The provision highlighted is a standard format in the PPA documents. It is clarified that for this RfS, Appropriate Commission will be SERC.</p>
72	PPA	4.9.1	<p>The Parties herein agree that during the subsistence of this Agreement, subject to SECI being in compliance of its obligations & undertakings under this Agreement, the SPD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.</p>	<p>The Parties herein agree that during the subsistence of this Agreement, subject to SECI being in compliance of its obligations & undertakings under this Agreement, the SPD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement, <u>unless the availability of power exceeds the Contracted Capacity.</u> It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.</p>	<p>On compliance with the provision of 4.4.2 and 5.1.8 of the PPA, the Developer needs to enter into contract on short/medium term with third party for sale on any excess power available.</p> <p>This modification is necessary to prevent the buyer from breach of PPA provision and also for proper utilisation of energy resources.</p>	<p>Existing provisions shall prevail.</p>
73	PPA	10.3.2 ii)	<p>amount claimed by SECI, if any, from the SPD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, 1.25% surcharge will be applicable on day to day basis.</p>	<p>amount claimed by SECI, if any, from the SPD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, 1.25% surcharge will be applicable on day to day basis.</p>	<p>Request to withdraw surcharge on excess payment adjustments.</p>	<p>Existing provisions shall prevail.</p>
74	PPA	10.3.3	<p>In the event of delay in payment of a Monthly Bill by SECI beyond 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).</p>	<p>In the event of delay in payment of a Monthly Bill by SECI beyond 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).</p>	<p>Request removal of condition on payment of Late Payment surcharge.</p>	<p>Existing provisions shall prevail.</p>
75	PPA	10.4.3	<p>Provided that the SPD shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawl in a Month</p>	<p>Provided that the SPD shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawl in a Month</p>	<p>There may be instances where the Developers forced to drawl letter of credit more than one time in a month to meet its current liability.</p>	<p>Existing provisions shall prevail.</p>

76	PPA	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...	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50%-75% of the invoice amount....	This will ensure better liquidity to SPD to meet expenses for operating the solar power plant.	Existing provisions shall prevail.
77	PPA	10.5.3	If the SPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the SPD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.	If the SPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the SPD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.	Request to remove penal interest rate equal to late payment surcharge on the refund of excess amount paid by SECI from the said clause.	Existing provisions shall prevail.
78	PPA	10.6.2	Within fifteen (15) days of signing of a reconciliation statement, the SPD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable	Within fifteen (15) days of signing of a reconciliation statement, the SPD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable.	Request for removal of Late Payment Surcharge/interest on adjustment payments.	Existing provisions shall prevail.
79	PPA	10.7.2	No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note		Kindly clarify that whether surcharge is applicable on associated credit and debit note or not	The clause is self-explanatory
80	PPA	13.2.1 (i)	SECI fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD through the Letter of Credit,	SECI fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of sixty (60) days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD through the Letter of Credit,	The period of 90 days to claim relief for non-payment of monthly/supplementary bill by SECI is too long. Request to reduce it to 60 days as proposed.	Existing provisions shall prevail.
81	PSA	2.6	The Buying Utility shall extend the State Government Guarantee, in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation		Kindly confirm whether State Government Guarantee covers Late Payment Surcharge or not.	Yes
82	PSA	2.7	In addition to provisions contained in Article 2.6 above, the Buying Entity may provide Payment Security Fund, which shall be suitable to support payment of at least 3 (three) months' billing, of all the Projects tied up with such fund.		Kindly clarify, in case buying entity does not contribute to PSF, will SECI still create the fund to cover 3 months payment as per payment security mechanism clause of the PPA?	Yes, the payment security will be created based on the Payment Security Deposited as submitted by the Developers as per the provisions of the RfS and PPA.
83	PPA	10.3.5 Rebate	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. 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. b) Any payments made after ten (10) days of the date of presentation of Bill through hard copy up to 45 days from the date of presentation of Bill through hard copy shall be allowed a rebate of 1 % .	Request to modify rebate provisions as below: a) A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 5 (five) days of the presentation of hard copy of Bill. b) Any payments made after 5 (five) days of the date of presentation of Bill through hard copy up to the Due Date shall be allowed a rebate of 1 % on pro rata basis .	Referring to the Clause of PSA: The PSA clause provides for five day period for getting rebate of 1.5% from Buying Entity. In view of same PPA should be allowed a period of 5 days for computing rebate. After six days same will be reduced from 1% on prorata basis.	Existing provisions shall prevail.
84	PPA	10.5.2 - Disputed Bill	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 thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:		It is requested to modify the provision as given below: "If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 100% of the undisputed amount & 95 % of the disputed amount and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:"	Existing provisions shall prevail.
85	PPA	10.7.2 - Supplementary Bills	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.		Payment Obligation by SECI to SPD under this agreement shall not be linked with payment realisation from the Buying Entity. Also, in case of delay of payment, Late Payment Surcharge shall be applicable.	Existing provisions shall prevail.

86	PPA	Clause 10.5.2	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 thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out: i) the details of the disputed amount; ii) its estimate of what the correct amount should be; and iii) all written material in support of its claim	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 100% of the undisputed amount and plus 50% of the disputed amount and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out: i) the details of the disputed amount; ii) its estimate of what the correct amount should be; and iii) all written material in support of its claim	SECI shall pay 100% of the undisputed amount and also pay 50% of the disputed amount. This is in line with GUVNL's PPA	Existing provisions shall prevail.
87	PPA	Clause 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 before next drawl	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 15 days of a drawl by the SPD	It should be restored the short fall in LC within 15 days from withdrawal by SPD to maintain prescribed payment security for SPD.	Existing provisions shall prevail.
88	PPA	Defination : Due Date	Due Date shall mean the seventy-fifth (75th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI;	Due Date shall mean the seventy-fifth (75th) thirtieth (30th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI;		Existing provisions shall prevail.
89	PPA	Provision 4.4.1	...For the first year of operation, the above limits shall be considered on pro-rata basis...	...For the first and last year of operation, the above limits shall be considered on pro-rata basis...	Similar to first year, the last year of operation might also be less than an year and accordingly, the said limit of minimum generation has to be applied on pro-rated basis	Existing provisions shall prevail.
90	PPA	Provision 4.4.2 (Last Para)	Any energy produced and flowing into the grid before Scheduled Commissioning Date shall not be at the cost of SECI. SECI may agree to buy such power <u>at a tariff as agreed to between SECI and the Buying Entity (including SECI's trading margin)</u> , provided the Buying Utility consents for purchase of such power.		We humbly request to kindly modify the same in line with the following provision of RfS (16.d): "Early part 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."	Existing provisions shall prevail.
91	PPA	4.4.1	Subsequent to commissioning of the Project, if for any Contract Year, it is found that the SPD has not been able to supply minimum energy of .....Million kWh (MU) till the end of 10 years from the SCD and Million kWh (MU) for the rest of the Term of the Agreement, on account of reasons solely attributable to the SPD, the noncompliance by SPD shall make the SPD liable to pay the compensation provided in the respective PSA as payable to Buying Entity(ies) by Buyer to enable Buyer to remit the amount to Buying Entity(ies).	1. Why SPD need to declare Minimum energy(MU) output when CUF has already been in place 2. Will Trading Margin be included as part of the compensation		1. PPA and PSA will be executed on energy commitment. 2. Please refer Article 2.11.3 of PSA in this regard.
92	PPA	4.10.1	The normative CUF of 19% (nineteen per cent) 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 3 (three) Contract Years, shall be procured by SECI at the PPA tariff so as to offset this loss	Will Trading Margin be applicable in this excess generation in case of Transmission Infra Not Ready		Yes
93	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	Will Trading Margin be applicable in this excess generation in case of Grid Unavailability		Yes
94	POWER PURCHASE AGREEMENT	Clause 10.3.5 Rebate	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. b) Any payments made after ten (10) days of the date of presentation of Bill through hard copy up to 45 days from the date of presentation of Bill through hard copy shall be allowed a rebate of 1 %.	a) A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 5 (five) days of the date of presentation of bills. b) Any payments made beyond a period of 5 days from the date of presentation of bill upto and including 30 days, shall be allowed a rebate of 1%.	The modification has been proposed to make the PPA clause alinged to the corresponding PSA clause 2.4, wherein the threshold timeline for availing Rebates of 1.5% and 1% are within 5 days and 30 days from the date of presentation of bill.	Existing provisions shall prevail.
95		PPA 10.7.2	For supplementary bill on account of adjustment required by energy account, rebate as applicable to monthly bills shall equally apply.	clause 10.3.5(d) provides that no rebate shall be payable on the bills raised on account of Change in Law relating to taxes, duties, cess etc. and on supplementary bill. This is contradictory. Kindly clarify		Existing provisions shall prevail.
96		PPA 13.2 SECI Event of Default		- SECI's failure to open LC/ Payment Security Fund may as well be required; * 13.2.1 (iii): Instead of 60 days, 30 days may be stated as has been done for SPD in clause 13.1.1		Existing provisions shall prevail.

97		PPA 12.3.1	12.3.1In case of any decrease or increase in project cost occurs due to Change in Law in accordance with Article 12 and the SPD wishes to claim a Change in Law under this Article, it shall give notice to the SECI and Buying Utility (s) of such Change in Law as soon as reasonably practicable (but no later than 60 days from the date of occurrence of such Change in Law).	Since SPD by virtue of PPA has contractual relationship with SECI only, the question of serving notice on Buying Utility does not arise. There will not be any contractual relationship or privity of contract with Buying Utility.		PPA & PSA are on to back basis. Any amount on account of increase or decrease in Project cost due to change in law will be payable by Buying Utility to SECI and on back to back basis same will be paid by SECI to SPD. Therefore, SPD shall give notice to SECI & Buying utility.
98	RFS	Section - III 15 (vi) (d)	Commissioning of the Project will not be allowed until the demonstration of land possession by the SPD in terms of Clause 15. (vi) above and Clause 16.a below. Such delay in commissioning, if any, shall lead to liquidated damages as per clause 16. B. below.	Commissioning of the Project will not be allowed until the demonstration of land possession by the SPD in terms of Clause 15. (vi) above and Clause 16.a below. Such delay in commissioning, if any, shall lead to liquidated damages as per clause 16. B. below. However, in case of delays in demonstrating land possession by the SPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.	Request to retain the clause as per earlier RfS of SECI, as due to Govt. delays SPD should not be held responsible and an equivalent extension should be provided to SPD for compliance.	Any extension on account of Force Majeure/land delay...etc are already covered under relevant provision of RfS/PPA(viz. PPA clause 11 & 3.2....etc
99	PPA	12.2 Relief for Change in Law			How much DC:AC ratio shall be allowed for under Change in Law clause for increasing the project cost due module cost (installed DC capacity visa vis PPA capacity)?	Please refer to the Amendments
100	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 <u>or introduction of new safeguard mechanism or extension of the application of safeguard duty with same or revised rates</u> , 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. As per current understanding the safeguard duty is applicable till 30th July 2021 and post this date any change or reintroduction of safeguard duty clause shall be treated under change in law clause	As per current notification, the safeguard duty is applicable till 30th July 2021 and post this date any change or reintroduction of safeguard duty clause should be treated under change in law clause as introduction of new safeguard mechanism would be impacted the project cost.	The second last paragraph of Article 12.1.3 already covers the query
101	RfS	Section III Clause 14.2	The Performance Bank Guarantee/POI as per Clause 11 above and Success Charges as per Clause 12 above, shall be submitted by the SPD prior to signing of PPA. Before signing of PPA between SECI and the SPDs, SECI will verify the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. If at this stage it is found that the documents furnished by the Bidder are false/ misleading or misrepresented in any way then the provisions contained in this RfS will be applicable	The Performance Bank Guarantee/POI as per Clause 11 above and Success Charges as per Clause 12 above, shall be submitted by the SPD prior to signing of PPA. Before signing of PPA between SECI and the SPDs, SECI will verify the shareholding of the Project Company along with a copy of complete documentary evidence . If at this stage it is found that the documents furnished by the Bidder are false/ misleading or misrepresented in any way then the provisions contained in this RfS will be applicable	Arranging original documents within the timeline would be difficult considering very limited international courier/ travelling facility due to Covid 19 situation. Timeline for original document should be extended due to reasons stated above	RfS conditions shall prevail
102	PPA	11.5.5	New Clause	Provided further that, nothing shall absolve SECI/Buying entity from its obligation to continue to procure power during the occurrence of the underlying Force Majeure Event	As renewable has been accorded "Must Run status, any dilution on the counter party obligation for off take of power will create risk for developer and hurt competition. Hence we propose said addition.	RfS conditions shall prevail
103	PPA	Definitions - Contracted Capacity	shall mean [Insert capacity] MW contracted with SECI for supply by the SPD to SECI at the Delivery Point from the Solar Power Project. It shall be equal to the Project Capacity as defined	There has been no mention of 'AC' capacity in Contracted Capacity definition of PPA, whereas in RfS it clearly states AC Capacity. Please clarify		Please refer to the Amendments
104	PPA	13.4.4.	After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or SECI Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, SECI under intimation to the Buying Entity and the SPD shall, subject to the prior consent of the SPD, novate its part of the PPA to any third party, including its Affiliates within the stipulated period	After a period of two hundred ten (240) ninety (90) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or SECI Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, SECI under intimation to the Buying Entity and the SPD shall, subject to the prior consent of the SPD, novate its part of the PPA to any third party, including its Affiliates within the stipulated period	Request reduction in the timeline for SECI to identify and novate its part of PPA to any third party, including its Affiliate in case of SECI Event of Default	RfS conditions shall prevail
105	PPA	Article 4.5.3	4.5.3 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeure event unless the parties mutually agree to extend the Agreement for the further period.	4.5.3 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5. Such maximum period of 180 days shall stand extended if granted by Govt or any statutory body in view of any unforeseen circumstances. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeure event unless the parties mutually agree to extend the Agreement for the further period.		RfS conditions shall prevail

