

SOLAR ENERGY CORPORATION OF INDIA LIMITED						
			New Delhi			
No. SECI/C&P/HPD/T4/1200MW/RIS/042021					Dated: 08.06.2021	
Clarifications to queries on the RIS for Setting up of 1200 MW ISTS-connected Wind-Solar Hybrid Power Projects (Tranche-IV) (RIS No. SECI/C&P/HPD/T4/1200MW/RIS/042021 dated 15.04.2021)						
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECT's response
1	RfS	Definition Clause	“Effective Date” shall mean the date as on 90th day from the date of issuance of Letter of Award, or the date of signing of PPA (as applicable), 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, or the date of signing of PPA or PSA whichever is later (as applicable), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties	Considering the uncertainty associated with the signing of the PSA post discovery of tariff , it is required that the effective date of PPA and all compliance timelines shall be linked to the signing of the PSA	The PPA will be generally signed after signing of PSA's. So, the existing provisions shall prevail.
2	RfS	Definition Clause	“SOLAR PV PROJECT” shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.“Wind Power Project” means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.	Clarification Sought	The RIS defines Wind Power Project and Solar PV Project distinctly and under the illustration under Clause 3.7.3 Option 1, the Wind Project component and Solar Project component are also distinctly illustrated. At the same time, as per Clause 3.5.6 of the RIS, the Successful Bidder is permitted to form separate SPVs to execute separate Projects awarded to a single bidder.Please clarify if separate SPVs can be formed to execute separate Wind Power Project and separate Solar PV Project and whether they can be located seperately.	Formation of separate SPVs for executing each component under a single PPA for a single Hybrid Power Project is not permitted under this RIS. For avoidance of doubt, it is clarified that, for each hybrid power project, a single PPA will be signed with only one Company. The same Company will execute and own both the wind and Solar PV components, Irrespective of their location(s).
3	RfS	3.7.10	It is to be noted that while the HPD is free to choose multiple points of injection for supply of power in the ISTS network, the total quantum of connectivity as well as that of the LTA, to be sought by the HPD shall not exceed the Contracted Capacity as per the PPA for the said Project.	It is to be noted that while the HPD is free to choose multiple points of injection for supply of power in the ISTS network, the total quantum of connectivity as well as that of the LTA, to be sought by the HPD shall not may exceed the Contracted Capacity as per the PPA for the said Project.	The HPD may install higher capacity then the contracted capacity, thus HPD shall be at liberty to seek sonnectivity and LTA for higher capacity then the contracted capacity. Further please clarify if wind and solar capacity of the bid can inject power into the ISTS substaion seperately with separate delivery points?	RfS provisions shall prevail
4	RfS	3.9	The Bidders will declare the annual CUF of their Projects in the Covering Letter as per Format 6.1 and HPDs will be allowed to revise the same once within first three years after COD. The declared annual CUF shall in no case be less than 30% (thirty percent). Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year.	The Bidders will declare the annual CUF of their Projects in the Covering Letter as per Format 6.1 and HPDs will be allowed to revise the same once within first three years after COD and the HPDs can thereafter give slab based CUF for next 10 years and so on. The declared annual CUF shall in no case be less than 30% (thirty percent). Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year.	Keeping in mind the uncertainty associated with wind and solar generation, , the HPDs should be permitted to give different CUF levels for different time durations.	RfS provisions shall prevail
5	RfS	3.14.1	The HPD shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 6.1)..	Clarification Sought	Please clarify if we need to give the bifrucation of the solar and wind component seperately in the covering letter.	It is mandatory to mention the breakup of wind and solar components in the Covering Letter, which may be subsequently modified as per the provisions of the RIS.
6	RfS	3.17A	Part Commissioning - The minimum capacity for acceptance of first part commissioning at one project site shall be at least 50 MW..	Part Commissioning - The minimum capacity for acceptance of first part commissioning at one project site shall be at least 50% of the allotted capacity or 50 MW whichever is lower..	It is suggested that the provisions of the previous RIS shall be maintained with respect to Part Commissioning.	RfS provisions shall prevail
7	RfS	Section 1 //§1.3.4:	“SECI shall sign PPAs with the HPDs at the respective tariffs discovered after e-reverse auction and back-to-back Power Sale Agreements (PSAs) with the Buying Entities at a pooled price of the total capacity allotted.”	“SECI shall sign PPAs with the HPDs at the respective tariffs discovered after e-reverse auction and back-to-back Power Sale Agreements (PSAs) with the Buying Entities at respective PPA a-pooled price of the total capacity allotted.”	This clause is contrary to PPA Clause 4.3.2 “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 RIS.”	The clause has been suitably modified, please refer to the Amendments
8	RfS	Section 3 // §B(iii)	The for this RIS. The cells and modules used in the Project under this RIS shall be sourced only from the models and manufacturers included in the List-I and/or List-II as published by MNRE and updated as on the 30th day prior to the bid submission deadline for this RIS.	The for this RIS. The cells and modules used in the Project under this RIS shall be sourced only from the models and manufacturers included in the List-I and/or List-II as published by MNRE and updated as on the 30th day prior to the bid submission deadline for this RIS. date of comissioning of the project.	By limiting the sourcing to ALMM 30 days prior to bid submission, there will be very limited quantity available for HPDs. Request to be discussed during Pre-bid meeting.	The clause has been suitably modified, please refer to the Amendments
9	RfS	Section 3 // §3.15	: “In this regard, the HPD shall be required to furnish documents/lease agreements to establish possession and right to use 100% of the required land in the name of the HPD for a period not less than the complete term of the PPA .”	No change suggested	Kindly specify if there is any minimum quantum of land required per MW, which need to be demonstated as acquired.	The required land for the Project shall be declared by the HPD as per its design through the Sworn Affidavit .
10	RfS	Section 3 // §3.16	“Submission of the details of all planned/proposed solar panels, inverters and wind turbine generators, along with necessary purchase order/agreements for the project at least 14 days prior to the scheduled financial closure date ”	“Submission of the details of all planned/proposed solar panels, inverters and wind turbine generators along with necessary purchase order/agreements for the project at least 14 days prior to the scheduled financial closure date ”	Kindly remove the requirements for submission of PO/Agreements as that will increase the physical documentation, while the concern of the SECI is only adherence to ALMM. Further this is not an EPC Contract and penalties are only applicable if there is delay in achievement of Commissioning by SCD.	RfS provisions shall prevail
11	RfS	Section 4	“In case SECI is not able to enter into a PSA to sell power from the awarded Projects to Discoms or bulk consumers within 6 months from issuance of LoAs, those Projects will be cancelled.”	Request removal	Such clause create doubts on credibility of Bidding process and should be removed.	RfS provisions shall prevail
12	PPA	Definition Clause	Due Date" shall mean the seventy-fifth (75th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received .. payable by the SECI.	Due Date" shall mean the 75th 45th day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received .. payable by the SECI.	The defintion of due date shall be maintained as per the last hybrid bid.	RfS provisions shall prevail

13	PPA	4.2.5	It is to be noted that while the HPD is free to choose multiple points of injection for supply of power in the ISTS network, the total quantum of connectivity as well as that of the LTA, to be sought by the HPD shall not exceed the Contracted Capacity as per the PPA for the said Project	It is to be noted that while the HPD is free to choose multiple points of injection for supply of power in the ISTS network, the total quantum of connectivity as well as that of the LTA, to be sought by the HPD shall not may exceed the Contracted Capacity as per the PPA for the said Project	The HPD may install higher capacity then the contracted capacity, thus HPD shall be at liberty to seek sonnectivity and LTA for higher capacity then the contracted capacity	RIS provisions shall prevail
14	PPA	4.1	Generation compensation for Off-take constraints	Addition of clause pertaining to Generation Compensation due to grid unavailability	The provisions pertaining to Generation Compensation due to grid unavailability shall also be incorporated as per PPAs issued for previusu bids.	RIS provisions shall prevail
15	PPA	2.1.3	2.1.3 Notwithstanding shall be that, within 120 days after the Effective Date of the PPA, SECI and/or the Buying Entity (ies) shall obtain adoption of tariff from its State Electricity Regulatory Commission and/or CERC (as applicable),..... the provisions of Article 2.1.4 shall apply.	2.1.3 Notwithstanding shall be that, within 120 days after the Effective Date of the PPA, SECI and/or the Buying Entity (ies) shall obtain all necessary approvals including Power procurement approval, PSA approval, adoption of tariff etc. from its State Electricity Regulatory Commission and/or CERC (as applicable), the provisions of Article 2.1.4 shall apply.	Modified as per regulatory provisions of Electricity Act	RIS provisions shall prevail
16	PPA	4.1.1. o)	<i>§4.1.1.o): “The HPD shall submit fortnightly and monthly progress report (soft copies) along with catch up plans against slippages (if any) in order to achieve the Financial closure and commissioning of plant on time as per PPA schedule. The progress report shall be in a form acceptable to the SECI and shall indicate: (a) Land acquisition status, (b) LTA/open access status, (c) Design completion status, (d) Status of financial closure, (e) percentage of supply materials /equipment procured status and (f) percentage of civil & Erection work completion”</i>	§4.1.1.o): “The HPD shall submit fortnightly and monthly progress report (soft copies) along with catch up plans against slippages (if any) in order to achieve the Financial closure and commissioning of plant on time as per PPA schedule. The progress report shall be in a form acceptable to the SECI and shall indicate: (a) Land acquisition status, (b) LTA/open access status, (c) Design completion status, (d) Status of financial closure, (e) percentage of supply materials /equipment procured status and (f) percentage of civil & Erection work completion” SECI shall also provide monthly update to HPD on Tariff adoption, PSA approval & power procurement approval.	Kindly confirm, effort is to minimize the documentation and remove subjectivity. We also request SECI to provide monthly update on Tariff adoption, PSA approval & power procurement approval.	RIS provisions shall prevail
17	PPA	4.4.1	<i>§4.4.1: “.....and Buying Entity shall be obligated to purchase the same during the entire Term of this Agreement” => and also SECI?</i>	§4.4.1: “.....and Buying Entity SECI shall be obligated to purchase the same during the entire Term of this Agreement” => and also SECI?	PPA is an agreement between SECI & HPD and it will be obligation of SECI.	The clause has been suitably modified, please refer to the Amendments
18	PPA	4.4.2	<i>§4.4.2 : “.....Further, any addition to the installed capacity (including but not limited to solar panels and/or wind turbines) subsequent to commissioning of the full capacity/part capacity of the Project (as applicable), shall not be eligible for any future claims made by the HPD, seeking compensation on account of any changes in the applicable provisions covered under Change in Law as defined in this Agreement .”</i>	§4.4.2 : “.....Further, any addition to the installed capacity (including but not limited to solar panels and/or wind turbines) subsequent to commissioning of the full capacity/part capacity of the Project (as applicable), shall not be also be eligible for any future claims made by the HPD, seeking compensation on account of any changes in the applicable provisions covered under Change in Law as defined in this Agreement .”	Kindly consider this request. All such addition are done only to adjust the CUF of the project, in case earlier Yield estimation goes wrong and such right should not be taken away	RIS provisions shall prevail
19	PPA	12.1.2	<i>§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 HPD towards supply and services only for the Project concerned, upto Actual Commissioning Date of the last part capacity, or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier), the HPD/ SECI / Buying Utility(ies) shall be entitled for compensation by the other party”</i>	§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 HPD towards supply and services only for the Project concerned, upto Actual Commissioning Date of the last part capacity, or Scheduled Commissioning Date/extended Scheduled Commissioning Date, whichever is earlier) and Supply of power during operation of the project, the HPD/ SECI / Buying Utility(ies) shall be entitled for compensation by the other party”	By very concept of Change in Law, all such variations should be considered under Change in Law. The Concept of actual commissioning, SCD or Extended SCD are only linked with supply commitment and have been dealt with in other provisions like liquidated damages etc.	RIS provisions shall prevail
20	RIS	3.7.5 (iii)	Substations approved under the updated plan made available by the Minutes of meeting for Northern, Eastern, Western and Southern Region committees and as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/u/Default.aspx , subject to availability of requisite margin for grant of connectivity.		Please clarify if S/S which are yet to be tendered/approved by Committee, but proposed during CTU meetings can be used ?	RIS provisions shall prevail
21	RIS	3.7.5 Last para	Bids indicating substations outside the above three choices will be liable for rejection. The HPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs, and shall furnish and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the HPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the HPD to SECI. The LTA shall be applied for by the HPD within 30 days of signing of PSA, and intimation of the same by SECI to the HPD.	Bids indicating substations outside the above three choices will be liable for rejection. The HPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs, and shall furnish and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the HPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the HPD to SECI. The LTA shall be applied for by the HPD within 30 days of approval for contracted capacity of signed PSA by Appropriate Commission , and intimation of the same by SECI to the HPD.	This will provide more comfort in providing debt for the project.	RIS provisions shall prevail
22	RIS	3.7.10	It is to be noted that while the HPD is free to choose multiple points of injection for supply of power in the ISTS network, the total quantum of connectivity as well as that of the LTA, to be sought by the HPD shall not exceed the Contracted Capacity as per the PPA for the said Project.		The provisions of this clause are in contradiction with provisions under clause 3.2 (ii) Note.Also, the revised procedure issued by CERC in respect of connectivity allows total quantum of connectivity and LTA higher than the contracted capacity in case of multi-point injection of power.	RIS provisions shall prevail

23	PPA	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</u> 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.		Land is not a Condition Subsequent to be fulfilled by FC timelines. Is it required under provisions of this clause?	Land is not a part of the FC requirements. However, while evaluating the FC criteria, in case the HPD fails to achieve the FC milestone within the deadlines, the above delay on account of delay in land allotment by the Government will be waived off.
24	RIS	3.2	Project Scope and Technology Selection:Bay construction at ISTS substation shall be under the scope of the entity as notified in the applicable procedures/regulations issued by CERC and updated from time to time.	We suggest the existing proviso of the clause to be amended as follow;Bay construction at ISTS substation shall be <u>under the scope of the entity</u> as notified in the applicable procedures/regulations issued by CERC and updated from time to time.	The clause 5.3 of the CERC Revised Procedure allows Bays at ISTS SS either to be under scope of transmission licensee OR to be constructed by the applicant subject to approval of the CTU, henceforth the suggested amendment aligns with the proviso of the revised procedure.	RIS provisions shall prevail
25	RIS	3.7.5	The responsibility of getting ISTS connectivity and Long-Term Open Access (LTA) shall entirely be with the HPD and shall be at the cost of the HPD. The HPD shall be required to follow the detailed Connectivity Procedure as issued by CERC on 15.05.2018 and amended from time to time.....	We suggest the existing proviso of the clause to be amended as follow; The responsibility of getting ISTS connectivity and Long-Term Open Access (LTA) shall entirely be with the HPD and shall be at the cost of the HPD. The HPD shall be required to follow the detailed Connectivity Revised Procedure as issued by CERC on 15.05.2018 20.02.2021 and amended from time to time.....	Since the Procedure of 2018 has been suppressed by the Revised Procedure, therefore there is no point in giving reference of procedure which doesn't exist anymore.	The clause has been suitably modified, please refer to the Amendments
26	RIS	New Clause suggested for Extension of Timelines on operationalisation of Long Term Agreements (LTAs):	3.7.11 In case the SCOD is extended, extension of LTAs in terms of its operationalisation should be granted automatically aligned with the extended SCOD or start date of LTA whichever is later, as per proviso of MoP order dated 15th Jan'21.	The alignment of LTA operationalisation due to extension in SCOD will shield WPD from levy of any transmission charges for uncontrollable reasons of delay in SCOD & aligns with the MoP Order dated 15th Jan'21 (Para 3.0) "Provided also that where a Renewable Energy generation capacity which is eligible for ISTS waiver in terms of the extant orders, is granted extension in COD by the competent authority, the commencement and the period of the L TA shall also get extended accordingly , and it will be deemed that the period of ISTS waiver is extended by the said period."		The proposed amendment is beyond the scope of this RIS, hence RIS provisions shall prevail
27	RIS	3.7.10	It is to be noted that while the HPD is free to choose multiple points of injection for supply of power in the ISTS network, the total quantum of connectivity as well as that of the LTA, to be sought by the HPD shall not exceed the Contracted Capacity as per the PPA for the said Project.	We suggest the existing proviso of the clause to be amended as follow; It is to be noted that while the HPD is free to choose multiple points of injection for supply of power in the ISTS network, the total quantum of connectivity <u>at each point of injection</u> as well as that of the LTA, to be sought by the HPD shall not exceed the Contracted Capacity as per the PPA for the said Project.	We suggest this to be revisited and aligned with CERC revised procedure which permits connectivity at each injection upto contracted capacity. Since SECI permits to deploy more installed capacity than contracted capacity then why and how connectivity to be capped to contracted capacity. Its like saying that you may install 100 MW wind in TN & 300 MW Solar in RJ for 300 MW contracted capacity, but the connectivity from same LoA to be permitted as 300 MW only. As long as contracted capacity is supplied SECI shouldnt put embargo on the connectivity capacity.	The The clause remains unchanged
28	RIS	3.10 (d)	In case of Projects being set up in the States of Gujarat & Rajasthan, the HPD shall abide by MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.	We seek clarification; With the pronouncement of order dtd 19th Apr'21 by Supreme Court of India on GIB Conservation in RJ & GJ, and no amendment /clarification issued by MNRE, what will be the advise to HPD setting up project in RJ in particular on the HV/EHV Transmission Line whether to be laid Overhead with divertors /retrofitment OR underground ?	To bring-in clarity upfront so that project costings can be done accordingly	Bidders/HPDs shall be required to plan the project implementation considering all the applicable laws and regulations
29	RIS	3.15	It is to be noted that delay in commissioning of the Project due to changes in Project location(s) and/or connectivity/LTA, if any, will be on account of the HPD, and will be dealt as per the provisions of the RIS/PPA.	We suggest the existing proviso of the clause to be amended as follow; It is to be noted that delay in commissioning of the Project due to changes in Project location(s) and-or connectivity/LTA , if any, will be on account of the HPD, and will be dealt as per the provisions of the RIS/PPA. We would like to make following suggestion; Since the project costings and biddings are done basis on the type of land (Pvt /Revenue) that will be used for the project, in case there are changes in state policy whereby if the project is based on mix of private & revenue land OR 100% revenue land gets impacted then will this qualify under "change in law" and thereby compensation for the additional cost incurred in shifting from Revenue to private in addition to the extension in SCOD on account of delay in acquiring private land?	Since delay in Connectivity /LTA can be beyond control of HPD, so this can be refrained to be stated under the Land section and this aspect can be covered under appropriate section of the RIS 3.17 (C)	Here, change in Project location is the focus of this clause. Any implications on account of this change shall be the responsibility of the HPD.

30	RIS	5.1	The State Nodal Agency will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:- • Coordination among various State and Central agencies for speedy implementation of Projects • Support during commissioning of projects and constitute Commissioning Committee to verify commission of the projects and issue commissioning certificates.	We suggest the role of state nodal agencies to be extended to cover following; •Expediting the allocation of revenue land •Support in expediting the State Forest Approvals •According faster approvals for project registration, such that the locations get fully secured •Support in expediting AAI Clearances as and when to be accorded by state airports . •Expediting NA conversions , Industries Commissionerate approvals for bonafide industrial use of agricultural land , 89A approval from concerned district collector , as applicable for the project as per prevailing Land rules /acts of the state .	Enables expeditious execution of the awarded project, the effort & time will be more effective in bringing-up the project with state of art execution .	RIS provisions shall prevail
31	RIS	3.14.1	For an individual Project, any modification in the rated capacities of wind and solar components in the Project, shall be intimated to SECI within 30 days of issuance of LOA . Both the above parameters will remain unchanged, thereafter.	For an individual Project, any modification in the rated capacities of wind and solar components in the Project, shall be intimated to SECI within 90 days of issuance of LOA . Both the above parameters will remain unchanged, thereafter.	Bidder requests SECI to allow modification of the rated capacities till signing of PPA.	The clause remains unchanged
32	RIS	Definitions	“Inter-connection/Injection/Delivery/Metering point” shall mean a single point or multiple points at 220 kV or above, where the power from the Project(s) is injected into the identified ISTS substation (including the dedicated transmission line connecting the Projects/ individual components with the substation system) as specified in the RIS document. Metering shall be done at this interconnection point where the power will be injected into. For interconnection with grid and metering, the HPDs shall abide by the relevant CERC Regulations, Grid Code, and Central Electricity Authority Regulations as amended from time to time;		Bidder understands that the individual component of the Hybrid project i.e. Wind and Solar can be located at different locations and power from each of the 2 components can be injected into the grid through different ISTS substations. Further, Bidder requests SECI to clarify if it is allowed to have the 2 components connected at different RLDCs.	Yes it is allowed to have the 2 components connected at different RLDCs.
33	RFS	3.2 II	The rated installed Project capacity of either of the two components shall be at least 33% of the Contracted Capacity. It is further clarified that the criteria of a solar/wind component meeting minimum 33% of the Contracted Capacity of the Project will be examined based on the rated AC capacity declared by the bidder for the corresponding component of the Project.		Considering a project of contracted capacity 100 MW with declared capacity of wind 33 MW and solar 67 MW, please clarify whether a bidder would be allowed to install solar higher than 67 MW subject to curtailment as per contracted capacity of 100 MW	Yes, the proposed configuration is allowed as per the RIS
34	RFS	3.7	The Projects shall be located at the locations chosen by the Bidder/HPD at its own discretion of and cost, risk and responsibility		Please clarify whether the wind and solar projects can be located in different locations/states with different injection points	Yes, it is allowed to have the 2 components connected at different injection points
35	RFS	3.17 C	Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of LTA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that..... The above shall be treated as delays beyond the control of the HPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to 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 a case where either Wind or Solar Plant gets delayed due to delay in grant/operationalization of LTA and other source (Solar or Wind respectively) is ready for dispatch, would HPD be allowed to commission the other source of power supply, which is ready (connected to different SS).	Please refer to the Amendments for necessary clarification in this regard
36	PPA	Definitions	Appropriate Commission" Unless otherwise stated, Appropriate Commission shall mean Central Electricity Regulatory Commission;	Appropriate Commission shall be as per TBCB guidelines for hybrid projects.		RIS provisions shall prevail
37	PPA	Definitions	"Energy Accounts" shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such regional energy accounts/ state energy accounts are not issued, Joint Meter Reading (JMR) will be considered; SECI reserves the right to choose from any of the above, i.e. JMR/SEA/REA, based on the acceptance of the same by the Buying Utility;	"Energy Accounts" shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such regional energy accounts/ state energy accounts are not issued, Joint Meter Reading (JMR) will be considered; SECI reserves the right to choose from any of the above, i.e. JMR/SEA/REA, based on the acceptance of the same by the Buying Utility.	Being ISTS connected, energy accounting shall be from REA. Therefore, it is proposed to remove the last line.	RIS provisions shall prevail

38	RFS	Definition	“Power Project” or “Project” or “Hybrid Power Project” shall mean the Solar PV and Wind Power generation facilities, where the rated power capacity of one resource (wind or solar PV) is at least 33% of the total Contracted Capacity, having a single point or separate points 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 control systems and metering.	Need clarification of said clause	Whether the 67% of contracted capacity (or 33% of contracted capacity) of 'one resource' can be located at multiple locations. For example, Say 300 MW is the contracted capacity, with 100 MW of wind portion. Please confirm this 100 MW can be consisting of two 50 MW Wind plant located at two different locations.	Yes it is allowed as per RfS.
39	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 the PPA, SECI and/or the Buying Entity (ies) shall obtain adoption of tariff from its State Electricity Regulatory Commission and/or CERC (as applicable).....	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 60 days after the Effective Date of the PPA, SECI and/or the Buying Entity (ies) shall obtain adoption of tariff from its State Electricity Regulatory Commission and/or CERC (as applicable),	Deviation from TBCB Guidelines for hybrid.	RfS provisions shall prevail
40	PPA	3.3.1	The Performance Bank Guarantee (PBG)/ Payment on Order Instrument having validity from the date of submission of PBG/POI until twenty-seven (27) months from the Effective Date having a value of Rs. 10 Lakh/MW to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1/Schedule 2.	The Performance Bank Guarantee (PBG)/ Payment on Order Instrument having validity from the date of submission of PBG/POI until twenty-seven (27) months from the Effective Date having a value of Rs. 5-6 Lakh/MW to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1/Schedule 2.	As per MNRE OM dated 22.12.2020, performance guarantee is reduced from 5-10% to 3% of contract value. In view of this it is requested to reduce the PBG amount upto 3% of contract value.	Requeste PBG values are already inline with estimated project cost as defined by the MNRE. Thus, the clause remains unchanged.
41	PPA	4.1.1 (g)	4.1.1 The HPD undertakes to be responsible, at HPD's own cost and risk, for: (g) Obtaining Long Term Access (LTA) and executing transmission service agreement with CTU/STU as the case may be, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement.		As per the guidelines clause 19.2 <i>"19.2. Responsibility of getting Transmission Connectivity and LTA to the transmission system owned by the CTU will lie entirely with the Generator and shall be at the cost of Generator."</i> Therefore, the responsibility of connectivity and LTA by HPD shall lie upto the interconnection point only and beyond this the responsibility of evacuation of power shall be with end user.	RfS provisions shall prevail
42	PPA	4.1.1 (n)	(n) After signing of PPA, the HPD shall apply for drawl NOC(s) from the respective STU(s) of the State as per the power mapping provided by SECI.		May please clarify that whether NOC to be taken from STU where project is located or from STU where end user located or both	HPD will be required to take NOC from both the STUs in case projects is connected to ISTS through STU network
43	RfS	Pg No.64	The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the PPA.	May be deleted	As per the Banks extant instruction, assignment of the BG to any other entity may be detrimental to the Bank's interest,	RfS provisions shall prevail
44	RfS	Pg No.64	Power of Attorney No.	May be deleted	The Power of Attorney Number is not applicable to bank's authorised signatories, hence the same may be removed from the BG text. The BG may be issued upon receipt of the application request duly signed by the authorised signatory	RfS provisions shall prevail
45	RfS	3.4.1	Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each one of such Bidders will be required to submit the Disclosure as per Format 6.8A. In all other cases, Format 6.8 will be applicable.	Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 50% shareholding in more than one Bidder participating in the RfS, each one of such Bidders will be required to submit the Disclosure as per Format 6.8A. In all other cases, Format 6.8 will be applicable.	As the financials of minority stakeholder in the bidding company will not be considered for eligibility under financial criteria as they do not come under affiliate, we request SECI to give chance to such companies to participate in the tender who has less than 50% shareholding in the bidding entity.	RfS provisions shall prevail
46	RfS	3.7.5	The HPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs, and shall furnish and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest.	The HPDs shall be required to apply for connectivity at the identified substations within 30 days of signing of PSA, and intimation of the same by SECI to the HPD , and shall furnish and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest.	In the absence of PPA/PSA blocking connectivity increases the financial risk on the bidders as well as creates execution challenges. Hence, the bidders shall be allowed to apply for connectivity post the Buying Utility is intimated by SECI.	RfS provisions shall prevail
47	RfS	3.10	Note: The HPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities.....	Note: The HPD should apply for all the necessary approvals, permits and clearances not later than 90 days prior to SCD of the project , which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities.....	Several approvals for the power projects are taken as and when a milestone is reached during the construction course of the project. Hence, not all approvals can be applied within 90 days of effective date of PPA. Hence, the clause shall be amended such that the developers apply for approval much before the commissioning of the project but not too early also.	RfS provisions shall prevail
48	PPA	11.2.1	Non-Natural Force Majeure	Any uncontrollable pandemic like COVID-19 which remains for more than 6 months shall be acknowledged under Force Majeure and relief shall be given to the developers as per the same.	Any delay due to pandemic events like COVID-19 creates a huge financial impact on the project cost directly/indirectly hence shall be treated at par with Non-Natural FM.	RfS provisions shall prevail

49	RfS	3.5.8	In addition to the above, in order for the bids to be considered responsive for further evaluation, performance of the Bidder should have been satisfactory in earlier project(s) awarded by SECI, if any.	Clarification required	Please specify what performances of previous bids (which projects : Solar Wind, Hybrid etc..) are required for evaluation in this tender.	RfS provisions shall prevail
50	PPA	4.1.1.n	After signing of PPA, the HPD shall apply for drawl NOC(s) from the respective STU(s) of the State as per the power mapping provided by SECI.	After signing of PSA , the Buying Entity shall provide HPD drawl NOC(s) from the respective STU(s) of the State as per the power mapping provided by SECI.	NOCs for previous bids are pending till date due to delay in issuance of NOC from respective STU. We request SECI that LTA NOC shall be arranged by buying entities. As it takes a lot of time to get the NOCs. Whereas DISCOMs can manage the same at ease. Request SECI to modify the clause by sharing some burden of HPD by DISCOMs.	RfS provisions shall prevail
51	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 and it shall within thirty (30) days of receiving such Bill, issue a notice	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 90% of the invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice	NTPC PPA is allowing payment of 90% of invoice amount in case of Disputed bill. Please modify the clause so that major amount of HPD is not blocked.	RfS provisions shall prevail
52	RfS	3.10	c. HPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 30 days of issuance of Effective Date of PPAs.	c. HPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 120 days of issuance of Effective Date of PPAs.	The applications to be done online for Wind Turbines location by location after site survey by AAI empanelled list of surveyors only	RfS provisions shall prevail
53	RfS	3.12	<u>Payment Security Deposit:</u> Prior to declaration of commissioning of first part capacity of the Project, the HPD shall furnish a Payment Security Deposit (PSD) @Rs. 5 lakh/MW/Project, to SECI through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by SECI at appropriate stage, through necessary guidelines/orders.	<u>Payment Security Deposit:</u> Prior to declaration of commissioning of first part capacity of the Project, the HPD shall furnish a Payment Security Deposit (PSD) @Rs. 5 lakh/MW/Project, to SECI through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by SECI before Financial Closure within 07 (seven) months from the Effective Date of the PPA , through necessary guidelines/orders. However in case SECI is not able to arrive at a firm modalities of operationalization of the Payment Security Deposit to be notified before Financial Closure within 07 (seven) months from the Effective Date of the PPA, through necessary guidelines/orders, WPD will seek an option of submitting the Payment Security Deposit prior to SCOD.		RfS provisions shall prevail
54	RfS	3.17 A	In case of part commissioning of the Project, it shall be mandatory to demonstrate commissioning of both solar and wind capacities in proposed ratio on pro-rata basis, otherwise the project shall not be considered as part-commissioned. In other words, it is clarified that commissioning of a single component or having a composition lower than the above required percentage, shall not construe part commissioning of the Hybrid Project.		Any capacity commissioned more than the criteria of lower composition is permitted ?	Yes, as per the RfS, it is allowed to commission any capacity more the criteria of lower composition.
55	RfS	3.7.10 (Page: 26)	It is to be noted that while the HPD is free to choose multiple points of injection for supply of power in the ISTS network, the total quantum of connectivity as well as that of the LTA, to be sought by the HPD shall not exceed the Contracted Capacity as per the PPA for the said Project.	It is to be noted that while the HPD is free to choose multiple points of injection for supply of power in the ISTS network, shall be eligible to apply for separate Connectivity for each location based on the same LOA or PPA, for the capacity of the project not exceeding the quantum of power for which LOA has been awarded or PPA has been signed, in line with the revised Procedure for "Grant of Connectivity to projects based on renewable energy sources to inter-State transmission system" issued by CERC vide order dated 20.02.2021 and amendments thereof.	RfS provisions are in contradictory with the revised connectivity procedure issued by CERC.	RfS provisions shall prevail
			For example, in case the Contracted Capacity of a Project is 100 MW under a single PPA, and the HPD chooses to seek connectivity and LTA at 2 separate injection points for "A MW" and "B MW" respectively, the sum of total quantum of connectivity sought under the PPA (A+B) should not exceed 100 MW.	For example, in case the Contracted Capacity of a Project is 300 MW under a single PPA with 2 separate injection point with capacity 200MW & 100MW, then HPD can seek connectivity at each injection points for capacity not exceeding the quantum of LOA (300MW in the instant case).	Also, RfS provisions will discourage the higher CUF commitments by HPD and following provisions of RfS under clause 3.2 will have no sanctity;	
					<i>"In the interest of utilizing the optimization potential offered by hybridization of the two components, the HPD is free to declare the rated Project capacity of the Hybrid Power Project irrespective of the rated capacities of the Solar and Wind project components, and the same shall be considered as the Project capacity of the Hybrid Power Project. The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA".</i>	

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