

## SOLAR ENERGY CORPORATION OF INDIA LIMITED

New Delhi

No. SECI/C&amp;P/SPD/ISTS-X/RIS/1200 MW/072021

Dated: 03.11.2021

Clarifications to the queries on the RIS  
(RIS No. SECI/C&P/SPD/ISTS-X/RIS/1200 MW/072021 dated: 14.07.2021 )

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RFS	BID INFORMATION SHEET (Pg 4)	Amount: INR 4,00,000/- (Indian Rupees Four Lakhs) per MW per Project to be submitted in the form of Bank Guarantee/Payment on Order Instrument, along with the Response to RIS	Clarification sought	We understand that this is a clerical error and the mentioned EMD will not be applicable on this tender. Please remove this paragraph.	Suitable amendment being issued. Refer Amendment -01.
2	RFS	7.2 (v)	Clause 7.2 (v): Subsequent to e-RA, in the event the Bidder is selected as a successful Bidder, and the capacity awarded after e-RA is higher than the capacity available for grant of Stage-II connectivity at the bidder's proposed substation, the bidder may change the proposed delivery point to any other substation out of the two designated substations as indicated above.	Clarification sought	Please clarify as the tariff quoted would be location specific and separate tariff will be quoted by other bidders for the second delivery point. Will you be able to allow separate tariffs for same location?	Tariff remains unchanged irrespective of change in delivery point (if such a situation arises).
3	PSA	2.8.4	.....Further, in such case, Buying Entity shall have the unconditional obligation to provide and facilitate all necessary clearances and support for the evacuation of power to the third party to whom the power is diverted and further to bear any and all incremental charges and losses including but not limited to application fee, connectivity, open access, ISTS charges & Losses, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC.....	.....Further, in such case, Buying Entity shall have the unconditional obligation to provide and facilitate all necessary clearances and support for the evacuation of power to the third party to whom the power is diverted and further to bear any and all incremental charges and losses including but not limited to application fee, connectivity, open access, ISTS charges & Losses, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC. <b>Further, it will be the responsibility of the buyer to bear all charges and losses beyond the delivery point of the seller. ....</b>	As per the RFS, the charges and losses beyond the delivery point is in the scope of the buyer. However, PSA doesn't makes this mandatory for the buyer to provide for such losses and charges. We would therefore, request you to kindly specify the same in the PSA as illustrated.	The Clause remains unchanged
4		Section 3, Clause 18.2	Payment Security Deposit -Prior to declaration of commissioning of first part capacity of the Project, the SPD shall furnish a Payment Security Deposit (PSD) @ Rs. 5,00,000/MW (Rupees Five Lakhs/MW) to SECI	Will this Security Deposit along with interest earned be refunded to the Developer?		Payment Security Deposit is non refundable.
5		Section 3 Clause 13	BID Processing Fee amounting to Rs 15 lakh +18 % GST for each project	If bidder is bidding for 2 projects at respective substations, then total amount of Rs 30 lakh + GST can be paid to SECI one go or individual payment needs to be done for each project ?		Bidders can payments in one go also for multiple projects.
6	RIS	7.2			Though we understand that the Project for which SPD has submitted bid need to be closure to Koppal / Gadag CTU Substation so as to enable KSPDCL to arrange land for the Bidder, we request SECI and KSPDCL to kindly provide the radius from respective Koppal and Gadag CTU Substation which the SPD should target / visit to base their tariff working.  Furthermore, to avoid any confrontation between the SPDs at the subsequent date and chaos, can KSPDCL look at providing the plots for the land parcels or the land would arranged and allotted on the basis / preference of L1, then L2 and so on.	RIS provisions remain unchanged
7	RIS	7.9	7.9 The SPDs shall be required to apply for connectivity, along with all the required documents, at the identified substations within 30 days of issuance of LOAs, and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the SPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the SPD to SECI. The LTA shall be applied for by the SPD within 30 days of signing of PSA, and intimation of the same by SECI to the SPD. At least 30 days prior to the proposed commissioning date, the SPD shall be required to submit the connectivity letter from Central Transmission Utility (CTU), confirming technical feasibility of connectivity of the plant to the ISTS substation. LTA shall be required to be submitted by the SPD prior to commissioning of the Project.	7.9 The SPDs shall be required to apply for connectivity, along with all the required documents, at the identified substations within 30 days of issuance of LOAs, and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the SPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the SPD to SECI. The LTA shall be applied for by the SPD within 30 days of signing of PSA, and intimation of the same by SECI to the SPD alongwith the copies of no-objection letter as required from the Buying Entities. At least 30 days prior to the proposed commissioning date, the SPD shall be required to submit the connectivity letter from Central Transmission Utility (CTU), confirming technical feasibility of connectivity of the plant to the ISTS substation. LTA shall be required to be submitted by the SPD prior to commissioning of the Project.	For the purpose of applying for LTA, the developer is required to submit PPA, PSA and no-objection letters from the Buying Entities. Accordingly, the said change would be required to made in the said provision.  Alternately, request you to kindly modify and appropriately include a conditions in Clause 10 for granting extension to time to SECI in case of delay in submission of no-objection certificate from the Buying Entity as the same is beyond the control of SPD	RIS provisions remain unchanged
8	RIS	11 (First Para)	The SPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity and Long-Term Access (LTA) and demonstration of land possession corresponding to the capacity ready for commissioning (@4 acres/MW).		We request you to provide clarification and appropriate modification / amendment on the following points : - 4 Acres / MW. Whether 4 Acres / MWAC or 4 Acres / MWDC. If the allotment of land would be basis 4 Acres / MWDC then still it is ok, however, it would be difficult construct the Project in 4 Acres / MWAC, as you would be aware that the SPDs are exploring various technology options including trackers, etc. to optimize the generation from the Project. Accordingly, we humbly request you to kindly either modify the last sentence to include "upto 4 Acres / MWDC" or "upto 5 Acres / MWAC" based on the requirement of the individual SPD;	The "MW" in this clause refers to the Contracted Capacity as per the PPA
9	RIS	11 (Second Para)	Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin. However, in case the entire capacity is commissioned prior to SCD, SECI may purchase the generation at PPA Tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.		If the early commissioning is to the risk and cost of the SPD and where SECI would getting full trading margin from the Buying Entity, why to restrict early revenue to only 75% of the PPA Tariff. We humbly request you to kindly change the revenue from early commissioning to 100% of the PPA Tariff as the said power is ultimately going to help the buying entity to meet part of its RPO and earn SECI its entire trading margin on said power.	RIS provisions remain unchanged
10	RIS	18.2	Payment Security Deposit: Prior to declaration of commissioning of first part capacity of the Project, the SPD shall furnish a Payment Security Deposit (PSD) @ Rs. 5,00,000/MW (Rupees Five Lakhs/MW) 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. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.	Payment Security Deposit: Prior to declaration of any part of commissioning of first part capacity of the Project, the SPD shall furnish a Payment Security Deposit (PSD) @ Rs. 5,00,000/MW (Rupees Five Lakhs/MW) to SECI through DD/NEFT/RTGS in respect of such capacity. 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. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.	We request to kindly make said changes to the clause as Payment Security Deposit should be asked to be provided only for those capacity that is up for Commissioning and not entire capacity. Accordingly, as and when SPD approaches SECI for Commissioning of any part capacity, it has to submit the Payment Security Deposit for such part capacity.	RIS provisions remain unchanged

11	RIS	20			We request you to kindly include a provision in the RIS about the signing of the PSA prior to the signing of the PPA so as to provide certainty to the SPD upon the evacuation from the Project and various other aspects (including evacuation related approvals, financing, placing the orders for procurement of components and execution of the Project, etc.)	RIS provisions remain unchanged
12	RIS			Provide Gadag and Koppal substation present available capacity		The available capacity at the designated substations may be obtained by the bidders themselves, from the CTU.
13	PPA	Clause 12.1.1	For avoidance of any doubt in case Project as well as Buying Entities are located in the different States, it is clarified that any aforementioned Events is the result of action/ inaction/ omission/ commission by the Government of the State wherein Project is located, such event shall not qualify for the compensation under this Clause.	For avoidance of any doubt in case Project as well as Buying Entities are located in the different States, it is clarified that any aforementioned Events is the result of action/ inaction/ omission/ commission by the Government of the State wherein Project is located, such event shall not qualify for the compensation under this Clause.	This paragraph should be removed and change in law should be covered anywhere in India	Clause remains unchanged
14	RFS	7.0 Connectivity with the Grid	7.2 Designated Delivery Points:		Kindly confirm: 1) Bidder is bound to choose from the two ISTS Substation given in tender and can change in between the these two substation only.  2) The spare capacity on given Designated Delivery point / Gadag Pooling Station & Koppal Pooling Station is equal to more than 600 MW at each SS booked for this tender & its timeline matching with the SCOD of these projects and will appreciate if the current status of both Substations provided for better clarity.	1. Yes 2. Information regarding spare capacity available at the designated substations shall be obtained by the bidders themselves from the CTU
15	RFS	7.0 Connectivity with the Grid	7.2 (ix). Tentative locations of the Designated Delivery Points are as follows: a. 400/220 KV Gadag Pooling Station near Village Amaragatti, Taluka Gajendragarh, District- Gadag, Karnataka; Boundary limits: 5 Km radius of following plot within jurisdiction boundary of Gadag District.		We request SECI to not restrict the boundary limit to 5 KM radius of following plot.	The referred clause provides tentative coordinates of the designated substations. It is clarified that there are no restrictions by SECI on the land parcels to be identified for setting up of the Projects, subject to the minimum area being 4 acres/MW.
16	RFS	10. Delay in Commissioning on Account of Delay in LTA Operationalization	10. iii. The delay in grant of connectivity/LTA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the SPD. The above shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI. In case of delay in commissioning of Project due to reasons beyond the reasonable control of the SPD, SECI may extend the SCD after examining the issue on a case-to-case basis.		In line with the mentioned clause, the delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is beyond control of SPD and it is understood that SECI will give extension to SPD for SCD.  We request to kindly confirm, if there is delay in readiness of ISTS infrastructure as mentioned above, the Bidder can plan the execution activities accordingly and SCD of project can be delayed so that SPD will also commission the generation project at time when ISTS infrastructure is ready and in this case SPD will not be liable to pay any Liquidated damages also.  Is deemed generation allowed for project to the SPD if project ready and evacuation infra not ready?	The Clause is self explanatory that remains unchanged. It is clarified that no deemed generation will be applicable under this clause.
17	RFS	21 Financial Closure or Project Financing Arrangements	21.1 The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.10.2021, then scheduled Financial Closure date shall be 07.10.2022). 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.	21.1 The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.10.2021, then scheduled Financial Closure date shall be 07.10.2022). 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 and SCOD of project.	Kindly confirm that delay in adoption of tariff of tariff by the Appropriate Commission, beyond 120 Effective Date of the PPA, shall entail a corresponding extension in financial closure and SCOD of project.	Please refer Clause 9.2.e. of the RIS.
18	RFS				There are no provisions in RFS regarding 1) Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint). 2) Compensation in offtake constraint due to Grid Unavailability 3) Offtake Constraints due to Backdown We request to kindly clarify and add this clause.	Relevant clauses are covered in the PPA.
19	RFS	16 Declaration of Bid Security			We request to kindly confirm that Bidder required to submit Bid Security declaration to participate in the Bid and EMD is not applicable.	Yes
20	RFS				Kindly confirm that Bidder need to quote only single tariff for Both the Substation 1: Koppal and Substation 2: Gadag. OR separate Tariff required to quote for both substations.	Please refer Clause 28.2.II. of the RIS.
21	RFS	41 Reverse Auction (Step 3)	41.1 The reverse auction for the total tendered capacity shall be conducted on the portal <a href="https://www.bharat-electricstender.com">https://www.bharat-electricstender.com</a> , on the days as intimated by SECI to the eligible bidders. Reverse Auction will be conducted separately for each of the two Designated Delivery Points. For each substation, e-RA will be held for a maximum capacity of 600 MW. Following provisions will be applicable separately for each Substation.		As per Bidder understanding, SECI will conduct Separate RA for the two Designated Delivery Points. We request to kindly clarify:  1) RA event for the two Designated Delivery Points will be in same window at same time or SECI will conduct two separate RA events at different time and date for both delivery points.  2) Shortlisting of Bidders will be on basis of individual Delivery points or combine for both delivery points.	Two separate e-RA events will be conducted on two different days. Shortlisting of bidders will be done for each individual Delivery Point
22	RFS	18.1	18.1 Success Charges: The Selected Bidder shall have to pay Rs. 1,00,000/MW (Rupees One Lakh/ MW) + 18% GST to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, pre-commissioning and commissioning expense. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA		We request to kindly consider the payment of success charges at time of signing of PPA post 100% possession of Land by SPD.	RIS provisions remain unchanged
23	RFS		Project Approvals		We request SECI to clearly indicate all the approvals which are in scope of KSPDCL/SECI along with the timeline in which that will be provided to SPD.	The relevant clauses are self explanatory
24	RFS		Karnataka Solar Policy		We understand that Karnataka will introduce the new Solar policy / amend the existing policy which may introduce new charges applicable for Solar projects.  So, we request SECI to kindly consider the submission of tender after the issuance of new policy so that SPD can bid with better clarity and without any uncertainties. This will be helpful in more competitive Tariff as well..	RIS provisions remain unchanged. Bid deadline extensions, if any, will be intimated through suitable corrigenda on the ETS portal.

25	PPA	Change in law	12.1.1 ..... For avoidance of any doubt in case Project as well as Buying Entities are located in the different States, it is clarified that any aforementioned Events is the result of action/ inaction/ omission/ commission by the Government of the State wherein Project is located, such event shall not qualify for the compensation under this Clause.		The bid documents provide for 18 months for commissioning of the project. This timeline may be hampered on account of any "Change in Law" events in the state where generating project is located. Therefore, we request SECI to consider any action/inaction/omission/commission by the Government of State wherein the project is located will qualify for compensation under "Change in Law".	Clause remains unchanged
26	PPA	Change in law	12.1.2 ..... For example, in case the Actual Commissioning Date of the last part capacity is 15.04.2022, Scheduled Commissioning Date is 15.03.2022 and extended Scheduled Commissioning Date is 01.04.2022, the Project Cost shall be determined as the cost incurred by the SPD upto 01.04.2022.		Since, the total project cost is the cost incurred till actual commissioning of the Project. Therefore, we request SECI to consider the cost incurred up to the date of actual commissioning to determine the Project cost for seeking relief under the "Change in Law".	Clause remains unchanged
27	RFS	6.1	The Projects shall be located within the State of Karnataka. More than one Project may be set up by the SPD to supply the Contracted Capacity under the PPA. Such multiple Projects may be set up at a single location, or at multiple locations. Accordingly, the SPD is free to pool up multiple Projects and inject power at a single Delivery Point.		Please specify the timeline for the intimation of identified land	Land possession has to be demonstrated prior to commissioning of first part capacity of the Project
28	RFS	18	Success Charges & Payment Security Deposit The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA		Success Charges should be paid after 100% of Land Acquisition	RIS provisions remain unchanged
29	RFS	20.1	Pursuant to Clause 22.3, SECI shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RIS. A copy of standard PPA to be executed between SECI and the selected SPD will be made available on ISN-ETS Portal and also on SECI's website. The PPA shall be signed within 90 days from the date of issue of Letter of Award (LoA), if not extended by SECI. (for e.g. If the LoA is dated 07-08-2021, then the last date of signing of PPA shall be 05-11-2021). Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the SPD. PPA will be executed between SECI and selected bidder or its SPV separately for each Project. The PPA shall be valid for a period of 25 years as per provisions of PPA.	PPA should be executed subsequent to signing of land lease agreement or issuance of necessary documents demonstrating 100% land possession in the name of the Successful Bidder.	Contradiction in PPA Signing timelines	Clause remains unchanged
30	PPA (Effective Date)	Article 2, Cl. 2.1.1, Page no-17	This agreement shall come into effect from (90th day of issuance of LoA or any further date as applicable) and such date shall be referred to as Effective Date.		As per the normal practice, PPA will be signed after signing of PSA. In case of delay in signing of PSA above 90 days of issuance of LoA to SPD, then what will be the Effective Date of PPA?	In case the above delay is on account of factors attributable to SECI, the date of signing of PPA as intimated by SECI will be the Effective Date of the PPA
31	PPA (Tariff Adoption)	Article 2, Cl. 2.1.3, Page no- 17	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 shall obtain adoption of tariff from its SERC and/or/CERC 9as 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 shall obtain adoption of tariff from its SERC and/or/CERC 9as applicable).....	As per TBCB Guidelines, Tariff Adoption approval shall be obtained within 60 days. Therefore, it is requested to modify the provision in line with TBCB Guidelines.	The Clause is in line with the Guidelines, and thus, remains unchanged
32	PPA (Billing and Payment)	Article 10, Cl. 10.2.1, Page no- 40	The SPD shall issue to SECI hard copy of a signed Monthly Bill/Supplementary Bill for the immediately preceding month/relevant period based on the issuance of Energy Accounts along with all relevant documents (payment made by SPD for drawl of power , payment of reactive energy charges, metering charges or any other charges as per guidelines of SERC/CERC if applicable.	The SPD shall issue to SECI hard copy of a signed Monthly Bill/Supplementary Bill for the immediately preceding month/relevant period based on the issuance of Energy Accounts along with all relevant documents (payment made by SPD for drawl of power , payment of reactive energy charges, metering charges or any other charges as per guidelines of SERC/CERC if applicable.	The payment made by SPD for APC, reactive energy charges etc is not linked with the bills raised by SPD to SECI. Therefore, it is requested to not to insist to provide documents of payment made with the Bill raised by SPD to SECI. It is requested to modify such clause accordingly.	Clause remains unchanged
33	PPA (LPSC)	Article 10, Cl. 10.3.3, Page no- 41	In the event of delay in payment of a monthly bill by SECI beyond 30 days after Due date, a LPSC shall be payable by SECI to the SPD on the outstanding payment.....	In the event of delay in payment of a monthly bill by SECI beyond 30 days after Due date, a LPSC shall be payable by SECI to the SPD on the outstanding payment.....	As Due date is 45 days therefore effective date for LPSC comes 75 days. It is requested to reduce this to 45 days only.	Clause remains unchanged
34	PPA (LPSC)	Article 10, Cl. 10.3.3, Page no- 41	..... The above payment will be made by SECI subject to such late payment surcharge being duly received by SECI under the PSA from the Buying Entities.	Clause to be deleted.	LPSC Obligation by SECI to SPD under this agreement shall not be linked with payment realisation from the Buying Entity. Therefore, it is requested to remove such provision.	Clause remains unchanged
35	PPA (Disputed Bills)	Article 10, Cl. 10.5.2, Page no- 44	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: .....	"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: ....."	It is requested to modify the provision as proposed.	Clause remains unchanged
36	PPA (Supplemenatry Bills)	Article 10, Cl. 10.7.2, Page no- 46	SECI will remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 4.10, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. Payment under Article 10.7.1 will be made after realization of the same from the Buying Utility. No late payment surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.	SECI will remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 4.10, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. Payment under Article 10.7.1 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 made applicable.	Clause remains unchanged
37	PPA (Relief due to Termination due to FM)	Article 11, Cl. 11.10, Page no- 50	..... No termination compensation shall be payable to the SPD.		It is requested to modify the clause in line with the TBCB Guidelines.	Clause remains unchanged

38	PPA(Change In Law)	Article 12, Cl. 12.1.1, Page no-52	The term change in law shall refer to the occurrence of any of the following events (which has pan-India impact including state of Buying Entities) pertaining to this project only.....  For avoidance of any doubt in case Project as well as Buying Entities are located in different states, it is clarified that any aforementioned Events is the result of action/inaction/omission/commission by the Government of the state wherein Project is located, such event shall not qualify for the compensation under this clause.	The term change in law shall refer to the occurrence of any of the following events (which has pan-India impact including state of Buying Entities) pertaining to this project only.....  For avoidance of any doubt in case Project as well as Buying Entities are located in different states, it is clarified that any aforementioned Events is the result of action/inaction/omission/commission by the Government of the state wherein Project is located, such event shall not qualify for the compensation under this clause.	It is practically impossible to ascertain the cost impact of this provision. As the buying entities are not known in this case, this is a huge risk to the SPD. Any 'Change in Law' event having cost implications on the project cost should qualify for compensation under 'Change in Law' clause. There are many cases where any change in law event occur which has direct impact on SPD and not to Buying Entities. Therefore, it is requested to delete the clause in line with TBCB Guidelines.	Clause remains unchanged
39	RFS (Connectivity with the Grid)	Sec-2, Cl. 7.2 Page no-11	..... v. Subsequent to e-RA, in the event the Bidder is selected as a successful Bidder, and the capacity awarded after e-RA is higher than the capacity available for grant of Stage-II connectivity at the bidder's proposed substation, the bidder may change the Proposed delivery point to any other substation out of the two designated substations as indicated above.	..... v. Subsequent to e-RA, in the event the Bidder is selected as a successful Bidder, and the capacity awarded after e-RA is higher than the capacity available for grant of Stage-II connectivity at the bidder's proposed substation, the bidder may change the proposed delivery point to any other substation out of the two designated substations as indicated above or may choose to withdraw the offered bid.	After the issuance of LoA, in case the allotted capacity is not available with the designated substations we request you to also give an option to the SPD to withdraw the bid offered without any commercial implication/penalty. This is essential as the cost economics for projects with one substation may not be working for the other substation.	Please refer to the Amendments
40	RFS (Delay in Connectivity)	Sec-2, Cl.10 (iii), Page No-16	The delay in grant of connectivity/LTA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the SPD.		May please provide the scheduled completion timelines of the two ISTS substations ? It may be ensured that the tender timelines match with the completion of ISTS substation.F27	The requisite data may be sought by the bidders directly from the CTU/respective transmission licensee
41	RFS (Scope of Work)	Sec-2, Cl. 3.2, Page no- 8	Identification of land, installation and ownership of the Project, along with obtaining connectivity, LTA and necessary approvals and interconnection with the ISTS network for supply of power to SECI, will be under the scope of the SPD. SECI and Government of Karnataka will facilitate in land possession as per the location specified by the SPD.		As per clause 3.2 of section-2, identification of land is in the scope of SPD and as per clause 22.1 of section-3, M/s KSPDCL will be responsible for providing the required land for the project. Request SECI to provide clarity on this. If land including RoW requirement is provided by KSPCL and SPD has to set up the project within the land identified by KSPDCL, then please share the details of land parcels including the boundary co-ordinates, topography and geo-technical study reports. In case land has to be identified by SPD on their own, what shall be the modality to be followed and also regarding acceptable type of land: leasehold or freehold? Request SECI to give complete clarity on the scope of SPD in all activities pertaining to the land and provide all details required for technical and cost estimation.	Clause has been suitably modified. Please refer to the amendments
42	PPA (Change In Law)	Article 12, Cl.12.1.2, page no-52	..... any increase/ decrease in the Project cost (i.e. cost incurred by the SPD towards supply and services only for the Project concerned, upto the Actual Commissioning Date of the last part capacity or Scheduled Commissioning Date or extended Scheduled Commissioning Date, whichever is earlier, for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be) then, in order to ensure that the SPD/SECI/Buying Utility(ies) is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the SPD/SECI/Buying Utility(ies) shall be entitled to compensation .....	..... any increase/ decrease in the Project cost (i.e. cost incurred by the SPD towards supply and services only for the Project concerned, upto the Actual Commissioning Date of the last part capacity or Scheduled Commissioning Date / extended Scheduled Commissioning Date as applicable, whichever is earlier, for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be) then, in order to ensure that the SPD/SECI/Buying Utility(ies) is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the SPD/SECI/Buying Utility(ies) shall be entitled to compensation .....	Since Scheduled Commissioning Date will always be prior to Extended SCD, the clause may be re-phrased to relieve the SPD for cases where extension in SCD is on account of delays not attributable to the SPD and Actual Commissioning Date is b/w SCD and extended SCD.	Clause remains unchanged
43	PPA (Relief for Change In Law)	Article 12, Cl.12.2.2, Page no-53	.....Any such change, shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored.  For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/kWh, it shall be modified as Rs. 0.146/kWh.	.....Any such change, shall be considered by rounding off to next higher digit upto three digits after the decimal point.  For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/kWh, it shall be modified as Rs. 0.147/kWh.		Clause remains unchanged
44	RFS	7.9	The SPDs shall be required to apply for connectivity, along with all the required documents, at the identified substations within 30 days of issuance of LOAs, and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest.	The SPDs shall be required to apply for connectivity, along with all the required documents, at the identified substations within 60 days of issuance of LOAs, and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest.	Incorporation of new SPV, and arrangement of all required documents will require time	Clause remains unchanged
45	RFS	9.2.a	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of the PPA. (for e.g. if Effective Date of the PPA is 07.10.2021, then SCD shall be 07.04.2023).	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of the PPA. (for e.g. if Effective Date of the PPA is 07.10.2021, then SCD shall be 07.04.2023) unless extended due to Force Majeure or delay in connectivity.	This will provide much needed clarity on SCD to the SPD and avoid any dispute at later stage	This clause needs to be read in conjunction with other applicable provisions of the RIS and PPA. The current structure remains unchanged
46	RFS	17	Bidders selected by SECI based on this RIS shall submit Performance Guarantee for a value @ INR 8,00,000/MW/Project (Rs. Eight Lakh/MW/Project) at least 07 working days prior to signing of PPA (PPA signing date to be intimated by SECI). It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period commencing from Effective Date of the PPA upto (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project.	Bidders selected by SECI based on this RIS shall submit Performance Guarantee for a value @ INR 8,00,000/MW/Project (Rs. Eight Lakh/MW/Project) at least 07 working days prior to signing of PPA (PPA signing date to be intimated by SECI). It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B with a validity period commencing from Effective Date of the PPA upto (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project.  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.	For financial institutions, taking 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.	Clause remains unchanged
47	RFS	18.2	Payment Security Deposit: Prior to declaration of commissioning of first part capacity of the Project, the SPD shall furnish a non-refundable 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.		Payment Security Deposit will add additional burden on the developer, increasing the project capex, impacting the project cost. Hence this could be recovered from the payment on energy invoices raised to SECI. Ideally the payment security deposit should be furnished by SECI to SPD as part of payment security mechanism.  The PPA or RIS doesn't mention if this amount shall be returned back to SPD at any point of time. Please clarify	Clause remains unchanged

48	RFS	18.1	The Successful Bidder shall have to pay INR 1.00 Lakh/ MW/ Project + 18% GST to SECI towards administrative overheads, coordination with State Authorities, DISCOM/STU, pre-commissioning and commissioning expense. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LOA.	The Successful Bidder shall have to pay INR 1.00 Lakh/ MW/ Project + 18% GST to SECI towards administrative overheads, coordination with State Authorities, DISCOM/ STU, pre-commissioning and commissioning expense. The payment has to be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LOA. The Success charge paid will be refund in case SECI fails to sign the PSA or the PSA is not approved by appropriate commission.	This will help in clearing the ambiguity over the status of success charges in case of tender cancellation	Clause remains unchanged
49	RFS	20.1	The PPA shall be signed within 90 days from the date of issue of Letter of Award (LoA), if not extended by SECI. (for e.g. If the LoA is dated 07-08-2021, then the last date of signing of PPA shall be 05-11-2021). Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the SPD	The PPA shall be signed within 90 days from the date of issue of Letter of Award (LoA) or after signing of Land sub lease agreement with KSPDCL or after signing of PSA with Buying Entity, whichever is later, if not extended by SECI. (for e.g. If the LoA is dated 07-08-2021, then the last date of signing of PPA shall be 05-11-2021). Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the SPD	Signing of PPA would be link to signing of PSA and signing of sub-lease agreement with KSPDCL as acquisition of land will take more time than 90 days.	Clause remains unchanged
50	RFS	20.2	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	Clause remains unchanged
51	RFS	20.5	Successful bidders will have to submit the required documents to SECI within 70 days from the issue of LoA. In case of delay in submission of documents beyond the 70 days as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.	Successful bidders will have to submit the required documents to SECI within 90 days from the issue of LoA. In case of delay in submission of documents beyond the 90 days as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.	Submission of documents would be link to date of signing of PPA.	Clause remains unchanged
52	RFS	21.1	The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.10.2021, then scheduled Financial Closure date shall be 07.10.2022). 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.	The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.10.2021, then scheduled Financial Closure date shall be 07.10.2022). Any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred and twenty) 60 (Sixty) days after Effective Date of the PPA, shall entail a corresponding extension in financial closure.	Providing a gap of 120 day for tariff adoption post effective date will create ambiguity over project development timeline as developers have to wait for the adoption to proceed with the implementation of project	Clause remains unchanged
53	RFS	24.6	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.	Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after COD with prior intimation to SECI, subject to the condition that the management control remains within the same group of companies.	For change in shareholding under same management would not require any approval from SECI. However, SPD shall intimate regarding change in shareholding to SECI.	Clause remains unchanged
54	RFS	25.xiii	Certified copies of annual audited accounts for the last financial year, i.e. FY 2020-21 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 2020-21 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.	Clause remains unchanged
55	RFS	37.1.ii	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 RIS		Please provide clarification on whether an affiliate can demonstrate the qualification (Net worth as well as liquidity) basis consolidated financial statements?	Provision of RIS shall prevail. An affiliate cannot demonstrate the qualification basis consolidated financial statements.
56	RFS	37.4	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	Clause remains unchanged
57	RFS	44.5	"BIDDER" shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid.	Expand the definition of "Bidder" as means any corporation, company, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture or other legally recognized entity of whatever nature.	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.	Clause remains unchanged
58	RFS	44.23	"GROUP COMPANY" of a Company means i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or; ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;	"GROUP COMPANY" of a Company means i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or; ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;	Request to remove these two provision as in present case there are multiple PE firms who invest in numerous developers either directly or through some fund which is registered as Alternative investment Fund or trust, this restriction will create ambiguity for the investors to continue investment in companies and for the developer to raise low cost fund for project development.	Clause remains unchanged
59	RFS	44.23	Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and 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, Private Equity Fund, 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.	Clause remains unchanged
60	RFS	Format 7.8	We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.	We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I or any other amended List of the ALMM Order applicable on the date of invoicing of such modules.	This will clarify on this much restrictive provision and will help in project development	Clause remains unchanged

61	PPA	1.1	Adjusted Equity: shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date: i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;	Adjusted Equity: shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI) (WPI should be subject to a minimum of zero), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date: i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half actual variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;	Multiple time it has been observed that WPI has gone negative in such case the Adjusted Equity will reduce instead of increasing, whereas the time value of money is still positive since interest rates in the country are positive. Considering the half of variation in WPI will not be able to reflect the actual variation due to change in WPI.	Clause remains unchanged
62	PPA	1.1	Debt Due ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost."	Debt Due ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost."	We request modification in the definition of 'Debt Due' as proposed to give much needed comfort to lenders to expedite Financial Closure of project. Also, Please clarify if the principle amount have been converted into equity, will it be part of "Adjusted Equity" defined in the PPA? Otherwise, the SPD shall not be adequately compensated in case of Event of Default as this amount shall be part of neither Adjusted Equity nor Debt Due.	Clause remains unchanged
63	PPA	1.1	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	Due date - Due Date shall mean the forty-fifth (45th) Thirteenth (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	The credit period of 45 days is too long and may adversely affect the cashflow of project, and increase the cost of working capital which may impact the traiff discovered in the tender.	Clause remains unchanged
64	PPA	1.1	Indian Government Instrumentalities shall mean the Government of India, the State Governments and any ministry, department, board, authority, agency, commission under the direct or indirect control of Government of India or any of the above State Government(s) or both, any political subdivision of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;	Indian Government Instrumentalities shall mean the Government of India, the State Governments and any ministry, department, board, authority, agency, Discoms, commission under the direct or indirect control of Government of India or any of the above State Government(s) or both, any political subdivision of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;	Discoms should also be included in the Government Instrumentalities as it was also held under Government	Clause remains unchanged
65	PPA	2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of this Agreement, Buying Entity shall obtain adoption of tariff from its State Electricity Regulatory Commission on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the SERC within the time specified above, the provisions of Article 2.1.4 shall apply.	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 60 days after the Effective Date of this Agreement, Buying Entity shall obtain adoption of tariff from its State Electricity Regulatory Commission on the terms and conditions contained in the Power Sale Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the SERC within the time specified above, the provisions of Article 2.1.4 shall apply.	This will be in compliance to MoP guideline for competitive bidding and also provide adequate time for project implemenation. As going by the current provision the developer will have only 14 month for project implemenation in case the SERC approval is received on last date of 120 days. Please note that th Bidder is expected to apply for connectivity within 30 days from Effective Date and also discharge other obligations. It may not be possible for the Bidder to incur significant expenses pending tariff adoption.	Clause remains unchanged
66	PPA	4.1.1 (k)	The SPD shall fulfil the technical requirements according to criteria mentioned under Annexure II-Technical requirement for Grid Connected Solar PV Power Projects under the Guidelines. The modules used in the Project shall be sourced only from the models and manufacturers included in List-I under the "Approved List of Models and Manufacturers" as published by MNRE and valid as on the date of invoicing of such modules.	The SPD shall fulfil the technical requirements according to criteria mentioned under Annexure II-Technical requirement for Grid Connected Solar PV Power Projects under the Guidelines. The modules used in the Project shall be sourced only from the models and manufacturers included in List-I as amended from time to time under the "Approved List of Models and Manufacturers" as published by MNRE and valid as on the date of invoicing of such modules.	As per clause, ALMM list of module to preferred which is not limited to List I. However, module procurement is allowed also from any list updated by MNRE.	Clause remains unchanged
67	PPA	4.10.1	The normative CUF of 19% (Nineteen Percent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 03 (Three) Contract Years, shall be procured by SECI at the PPA tariff so as to offset this loss.	The excess generation by the SPD equal to this generation loss shall be procured by SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	Request appropriate revision of the clause as the current method of calculating Generation Compensation provides for nil compensation, as it is very unlikely that the plant designed for a certain CUF is able to generate more than 110% of the CUF in the next 3 years.	Clause remains unchanged
68	PPA	4.10.2	The excess generation by the SPD equal to this generation loss shall be procured by SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	The excess generation by the SPD equal to this generation loss shall be procured by SECI at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	Request appropriate revision of the clause as the current method of claculating Generation Compensation provides for nil compensation, as it is very unlikely that the plant designed for a certain CUF is able to generate more than 110% of the CUF in the next 3 years.	Clause remains unchanged
69	PPA	5.1.8	Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project @ 75% of the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and @ 75% of the PPA tariff plus trading margin.	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 @ 75% 100% of the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and @ 75% 100% of the PPA tariff plus trading margin.	Request to purchase energy @ 100% of the PPA tariff in order to incentivise SPD for early commissioning of project.	Clause remains unchanged
70	PPA	10.3.2 ii)	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.	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.	Request to withdraw surcharge on excess payment adjustments.	Clause remains unchanged
71	PPA	10.3.3	In the event of delay in payment of a Monthly Bill by SECI beyond 30 days after 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).	In the event of delay in payment of a Monthly Bill by SECI beyond 30 days after 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).	Request removal of condition on payment of Late Payment surcharge.	Clause remains unchanged
72	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 90% of the undisputed amount 50% of the invoice amount.	This will ensure better liquidity to SPD to meet expenses for operating the solar power plant.	Clause remains unchanged

73	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.	Clause remains unchanged
74	PPA	10.5.7	For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, SECI shall, without prejudice to its right to Dispute, be under an obligation to make payment of 50% of the invoice amount in the Monthly Bill.	For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, SECI shall, without prejudice to its right to Dispute, be under an obligation to make payment of 90% of the undisputed amount 50% of the invoice amount. in the Monthly Bill.	This will ensure better liquidity to SPD to meet expenses for operating the solar power plant.	Clause remains unchanged
75	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.	Clause remains unchanged
76	PPA	11.2.1 a)	Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;	Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado, epidemic if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;	Request to add 'epidemic' in the list Force Majeure events considering the spread of contagious diseases can affect the construction and operation of projects.	Clause remains unchanged
77	PPA	11.2.1 b)	radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event	Biological, chemical, radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event	The growing risk due to any Biological or Chemical contamination due to any leakage from industrial unit need to be covered under the PPA provision to assure for relief. Hence please consider including it in the said clause.	Clause remains unchanged
78	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.	Clause remains unchanged
79	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 (210) ninty (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	Clause remains unchanged
80	PPA	15.1	Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 5 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the SPD to SECI. Provided further that, such consent shall not be withheld by the SPD if SECI seeks to transfer to any affiliate all of its rights and obligations under this Agreement.		Please clarify if the said Facilitation fee of Rs. 5 lakhs is to be paid by SPD even in case of SECI is assigning its rights and obligations to its affiliates?	No
81	PSA		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 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 120 60 days after the Effective Date of the PPA, SECI and/or the Buying Entity shall obtain adoption of tariff from its State Electricity Regulatory Commission and/or CERC (as applicable),	Providing a gap of 120 day for tariff adoption post effective date will create ambiguity over project development timeline as developers have to wait for the adoption to proceed with the implementation of project	Clause remains unchanged
82	RIS	SECTION 2. SPECIAL CONDITIONS OF CONTRACT 5 Maximum Eligibility for Contracted Capacity Allocation for a Bidder	5.3 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 1200 MW.	5.3 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 600 MW.	It will provide opportunity to other developers for winning the projects and will have less risk of non-performance by any single developers	Clause remains unchanged
83	RIS	SECTION 5	43 Issuance of LOAs: At the end of selection process, Letters of Award (LoAs) will be issued to the successful Bidders for each Project, at the respective substation. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.	43 Issuance of LOAs: At the end of selection process, Letters of Award (LoAs) will be issued to the successful Bidders for each Project, at the respective substation within 30 days for reverse auction. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.	Requesting SECI to kindly include the time period for LOA issuance.	Clause remains unchanged
84	RFS	Clause 7.7	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 and Connectivity		Please clarify which regulations will apply, CERC or SERC for scheduling and DSM	The same shall be dealt as per the rules & regulations of the Appropriate Commission issued from time to time.
85	RFS	Clause 7.7	Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by SPD as per provisions of PPA		Please clarify about the treatment of auxiliary power consumption - will it be netted off from the export of energy or will it be billed separately at consumer tariff. If billed at consumer tariff, which category of tariff would apply and what is the current rate	The same shall be dealt as per the rules & regulations of the Appropriate Commission issued from time to time.

86	PPA	Clause 12.1.1	In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events (which has pan-India impact including state of Buying Entities) pertaining to this project only after [Insert last date of bid submission] including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the Solar Power Developer; or (v) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the solar power project and supply of power from the Project by the SPD which have a direct effect on the Project.	In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events (which has pan-India impact including state of Buying Entities) pertaining to this project only after [Insert last date of bid submission] including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the Solar Power Developer; or (v) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the solar power project and supply of power from the Project by the SPD which have a direct effect on the Project.	Restricting the events that have pan India impact will expose the bidder to risk of events of change in law occurring at the state or local level that may have bearing on the Project. Hence suggested modification,	Clause remains unchanged
87	General				Request you to arrange for site visit of the identified villages at the earliest	No site visit will be conducted by SECI under this RIS
88	RfS	-	Additional Clarifications	Is it mandatory to have KREDL allotment / another approval / permission from any other state agency?		The necessary approvals/registrations mandated under the applicable State policies will be followed by the SPD under the RIS
89	RIS	5.2	The maximum capacity to be quoted at each individual substation in Koppal and Gadag, will be limited upto 600 MW.		As per SRPC meeting dated 14/07/2021, 1200 MW (600 MW LTA & 600 MW St II) granted at Koppal & 460 MW (160 & 300 St II) granted at Gadag. The remaining capacity is 1200 MW in Koppal & 540 MW in Gadag Phase I. With SECI TXI Wind & TIV Hybrid under finalisation, the resultant capacity post considering the bids will be less than ISTS X tender capacity. Please clarify what will the sequence of events in case connectivity is not available at Koppal/ Gadag. Is there any commitment from PGCIL on augmenting the S/S capacity ?  Additionally, if SPD identifies land near Koppal S/S & has to change land due to non-availability of connectivity, will SPD allowed to change land without any liabilities or will SPD be eligible to compensation due to increase in TL length under change in law since at the time of bid submission bidder would have quoted tariff basis the land identified and any change will lead to commercial impact. Please clarify.	Please refer to the amendments in this regard
90	RIS	9.2 (e)	It is presumed that in terms of Clause 10.4 of the Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in Scheduled Commissioning Date		We request inclusion of Section 86(1)(B) approval by SERC for extension.	Clause remains unchanged
91	PPA	3.2.1	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.		Land is not a Condition Subsequent to be fulfilled by FC timelines. Is it required under provisions of this clause?	Land possession is not part of FC conditions. As per this clause, in case of delay in land possession (on account of the conditions as indicated in this clause), which results in the developer being unable to fulfill the FC criteria, the encashment of PBG will not take place.
92	PPA	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 11.10.	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 12 months from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 11.10.	Timeline of 180 days is less for FM events such as COVID-19. We request this timeline be increased at least to 12 months. PSA Clause 3.3 has provision of 12 months for termination under FM. Both the Agreements require to have same provision.	Clause remains unchanged
93	PSA	Clause XIV	The Buying Entity undertakes to file petition before SERC seeking necessary approval for procurement of electricity and contracted capacity from SERC, under this PSA within one month from signing of PPA or PSA, whichever is later.		As the Buying Entity under this Bid has not been identified as particular state and this being the intrastate / interstate transaction, the Appropriate Commission is yet to be identified still SERC is considered for approvals both under Section 63 for adoption of tariff and approval for contracted capacity under Section 86(1)(b) of EA, 2003. Please clarify.	The same will be dealt as per Electricity Act 2003

**Note: All the queries received from various prospective bidders have been scrutinized and have been tried to be answered comprehensively. In case of any query not published here and is not covered under the Amendments issued to the RIS, it shall be construed in such cases, tender conditions shall prevail.**