

SOLAR ENERGY CORPORATION OF INDIA LIMITED						
New Delhi						
SECI/C&P/IPP/13/0007/22-23/Clarifications-01						Date: 16.01.2023
Request for Selection (RfS) Document For Selection of Hybrid Power Developers for Setting up of 1200 MW ISTS-connected Wind-Solar Hybrid Power Projects with assured Peak Power supply in India under Tariff-Based Competitive Bidding (Tranche-VI) : <u>Clarifications to the queries on the RfS</u> (RfS No. . SECI/C&P/IPP/13/0007/22-23 dated 02.11.2022)						
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	2.5	Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement of or adding extra capacity to already commissioned Projects, irrespective of their capacities, will not be considered as eligible Project under this tender.	Projects under construction, projects which are not yet commissioned and <b>projects already commissioned</b> but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will also be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.	This will allow bidder's greater flexibility with respect to choosing project. This will allow bidder's to de-risk the execution and start power supply on time. The same was also allowed in the previous tranche (Hybrid V) and doing so may result in a lower tariff being discovered	Clause remains unchanged
2	RfS	7.2	Designated Delivery Points: It may be noted that although selection of location of the Projects is under the scope of the Bidder/HPD, in order to align Project installation with installation/augmentation of the necessary transmission and evacuation infrastructure, choice of the Delivery Point for the Projects shall be limited to the following list of substations belonging to the ISTS network:	We request SECI to extend the list of eligible substations beyond the ones specified in clause 7.2 of the RfS	Land availability issues are faced in some of the substation mentioned in the RfS - such as Karur, Neemuch etc. While few substations don't have enough margin for connectivity left - such as Osmanabad. Hence we request SECI to add some more substations to the list which help in reducing overcrowding in the remaining substation	Clause remains unchanged
3	RfS	10.2 (i)	First right of refusal for such power shall vest with SECI/Buying Entity, and if agreed by SECI/Buying Entity, power procurement from individual component commissioning (Solar or Wind) without ESS, such component will be undertaken at 50% of the PPA tariff and if ESS is also included in any of one RE component, power procurement from such component will be undertaken at 75% of the PPA tariff.	We request SECI to allow HPDs to sell power to third party in case of part/early or single source commissioning without the requirement of NOC from SECI. The current clause doesn't incentive the developer to plan the early part commissioning of Project. Request SECI to either buy power from early RE component wise commissioning either at PPA tariff or allow HPD to sell the power to any third party / market /outside the PPA.	In large projects, usually the wind component is commissioned in parts which helps in timely completion of the complete project. The revenue earned from selling this power to a 3rd party in case of part/early commissioning will help in subsidizing the tariff to be offered under the PPA.	Clause remains unchanged
4	RfS	19.1	The payment has to be made by the HPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA or the date at least 07 days prior to the date of signing of PPA (PPA signing date to be intimated by SECI), whichever is earlier	The payment has to be made by the HPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA or the date at least 07 days prior to the date of signing of PPA (PPA signing date to be intimated by SECI), <b>whichever is Later.</b>	As there may be delay in signing PPAs beyond 90days from issuance of LOA request if payment of success fees can be linked to signing of PPA	Clause remains unchanged
5	RfS	21.2	The HPD shall provide the project breakup for the cumulative capacity quoted in the Covering Letter (Format 7.1), which may be changed by the HPD subsequent to issuance of LoA up to the date as on 30 days from issuance of LoA.	The HPD shall provide the project breakup for the cumulative capacity quoted in the Covering Letter (Format 7.1), which may be changed by the HPD subsequent to issuance of LoA up to the date before signing the PPA	This will allow bidders to capture any change in the capacity breakup due to issue with getting connectivity or land acquisition challenges upto the PPA signing date	Clause remains unchanged
6	PPA	11.1	A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) (..)	A 'Force Majeure' (FM) would mean <b>including</b> one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) (..)		Clause remains unchanged
7	PPA	13.1.1	The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by SECI or Buying Entity(ies) of its obligations under this Agreement, shall constitute an HPD Event of Default:	The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, <b>Change in Law</b> or a breach by SECI or Buying Entity(ies) of its obligations under this Agreement, shall constitute an HPD Event of Default:		Clause remains unchanged
8	PPA	13.1.1 (iii) & (iv)	(iii) the HPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from SECI in this regard; or (iv) except where due to any SECI's failure to comply with its material obligations, the HPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the HPD within thirty (30) days of receipt of first notice in this regard given by SECI.	(iii) the HPD repudiates this Agreement and does not rectify such breach within a period of <b>sixty (60)</b> days from a notice from SECI in this regard; or (iv) except where due to any SECI's failure to comply with its material obligations, the HPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the HPD within <b>sixty (60)</b> days of receipt of first notice in this regard given by SECI.	Request to maintain the same breach recovery period for HPD & SECI. SECI has a provision of 60 days in clause 13.2.1	Clause remains unchanged

9	RfS	3.4	Mandatory ESS of at least 100 MWh capacity for each 100 MW Project capacity shall be deployed as part of the Project	Mandatory ESS of <b>appropriate capacity</b> shall be deployed as part of the Project	Request to allow the HPD to decide the capacity of the Energy Storage System. However, the obligation of meeting the peak power requirements remain the same.	Clause remains unchanged
10	RfS	6.3 b. ii	HPD shall also install ESS capacity @ minimum 100 MWh for each 100 MW capacity being contracted under the PPA.		We request SECI to kindly consider to not fix the min. ESS capacity and allow the HPD to design the system on their own.  It will be helpful in cost optimisation and better system designing.	Clause remains unchanged
11	RfS		Degradation of ESS System		ESS - BESS have a degradation over the time in efficiency. Due to which HPD requires to Re-power the same over the time. We request you to kindly confirm if HPD needs to maintain say min 100 MWh for each 100 MW capacity for entire PPA duration by Re-powering of system time to time OR bidder can consider the degradation over time and can supply less than 100 MWh during the PPA tenure.  Kindly confirm.	For every X MW Project Capacity, Mandatory ESS of at least X MWh shall be deployed as part of the project, which has to be maintained during the entire term of PPA.
12	RfS		Excess generation		There are no provisions if HPD made available the excess energy beyond 2000 KWh for each MW. We request SECI to kindly add provisions regarding procurement of that excess power.  SECI may also please confirm that if SECI/Buying entity will not consider the power beyond 2000 KWh for per MW, HPD is free to sell that excess power to third party/Exchange without any NOC or approval.	As tariff is same for peak hours, any excess energy may be purchased as per PPA provisions. SECI/Buying Entity shall always have the first right of refusal for excess energy/energy produced before SCD/any one component commissioning etc.
13	RfS	8.2 iv	It is clarified that the Buying Entity is not mandated to off-take the stored energy on a daily basis, and may choose to schedule peak power supply as per its requirement.		It is pertinent from the clause that Buying entity is not liable/mandated to off-take the energy.  SECI may please confirm how the HPD will be compensated for the case where Buying entity will not schedule power.	No compensation is to be provided in this scenario. Stored energy may be used for another day as per buying entity requirement
14	RfS	8.2 iv	It is clarified that the Buying Entity is not mandated to off-take the stored energy on a daily basis, and may choose to schedule peak power supply as per its requirement.		Kindly confirm in case if bidder is allowed to sell the power on its own in case of Non-Schedule by Buying entity.  Also, kindly confirm if in this case HPD required to take any NOC/Approval from SECI / Buying entity for sale of power outside PPA.	NOC required as first right of refusal shall be with SECI/Procurer
15	RfS		Type of ESS		Request SECI to kindly confirm if any specific ESS is envisaged in this RfS or HPD is free to deploy ESS technology as per its design.  Also, kindly confirm if 1) mix of technology allowed or not 2) Technology of ESS can be changed during tenure of PPA or not.	Selection of ESS technologies are not limited by type, and it can be mix of various available ESS technologies that can be changed during the PPA tenure without affecting the PPA's energy commitment.
16	RfS		Configuration of Project		Kindly confirm if Bidder is allowed to change the Configuration - quoted in covering letter of Bid, i.e. wind capacity, solar capacity and ESS capacity post award of project.	Please refer clause 21.2 of RfS
17	RfS		Plant capacity		Kindly confirm that bidders are allowed to setup plant with additional capacity for charging of ESS.  Also, kindly confirm if that capacity needs to mention in the covering letter or not	Rated capacity of the Wind and Solar PV components, forming part of the Project under the PPA will be required to be stipulated in the Covering Letter
18	RfS		Plant capacity		Kindly confirm if HPD can change the quoted Solar/wind capacity in covering letter at later stage.	Please refer clause 21.2 of RfS

19	RfS		Connectivity with Grid		<p>Kindly confirm how the allocation will be made if more bidders will apply connectivity on particular substation however, the margin capacity on SS is less than total capacity of bidder due to bay limitation and all.</p> <p>Is L1 priority to be considered for allocation of connectivity at particular SS or the same will be decided based upon the first come basis.</p>	The query is beyond the purview of the RfS
20	RfS	8.2	v. After fulfilling the obligations of assured peak power supply, the ESS may be utilized for any other application by the HPD within the availability of connectivity.		Please confirm whether excess power can be sold in merchant market.	Please refer to the Amendments
21	RfS	8.2	In case of non-receipt of peak hours schedule from the Buying Entity on day-ahead basis, it shall mean that peak power is not required for that respective day. The requirement of electricity supply during Peak Hours is to be mandatorily met on a day-to-day basis, and shall be monitored on a monthly basis. Power supply during the Peak Hours shall be required to be maintained at a firm profile of power supply in (MW terms)		In this specific instance, can SPD sell the available energy in merchant market in case of non-receipt of peak hour schedule from buying entity.	Stored energy may be used for another day as per Buying Entity's requirement. NOC required as first right of refusal shall be with SECI/Buying Entity
22	RfS	14	Under this RfS, the HPD shall set up Wind-Solar Hybrid Power Project(s) including the transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or dedicated transmission network up to the Interconnection/Delivery point (along with connectivity and Long-Term Open Access) including those required from State Government and local bodies shall be in the scope of the HPD. The Projects to be selected under this scheme provide for deployment of wind-solar hybrid power technology. However, the selection of Projects would be technology agnostic. 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.		Please confirm if Bay construction at ISTS substation in CTU scope.	Clause is self explanatory
23	RfS	8.3 iii	in case of any shortfall in supply of Power during the Peak Hours as notified by the Buying Entity, from the mandated supply of of energy (i.e., up to 200 MWh for each 100 MW capacity), the HPD shall pay a compensation corresponding to the energy shortfall, calculated as 2 x PPA Tariff.		Please change the penalty as 2X PPA tariff is very high as BESS capacity has already been specified and keeping such high penalty will only increase risk perception.	Clause remains unchanged
24	RfS	7.7	The HPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022,		<p>Please confirm that in case of co-located Projects, whether Hybrid Project will get connectivity equal to Installed Capacity under GNA.</p> <p>Please also confirm that in case of Non Co-located Projects, whether Wind and Solar Project each will get connectivities separately each equal to Contracted Capacity OR Both wind and Solar will get separate connectivities each equal to respective installed capacities.</p>	The clause is self-explanatory
25	RfS	7.2	Designated Delivery Points		Is there a possibility that Bidder can set up the project elsewhere and notify the drawl point as this S/s.	The designated Delivery Points are to be considered as "Interconnection Points" under the RfS/PPA
26	RfS	7.2	Designated Delivery Points		In the above question, who would be responsible for ISTS charge. Our understanding in consumer only.	Kindly refer to relevant Articles of the PPA
27	RfS	7.7	Procedure under applicable CERC regulations. In such a scenario, the responsibility of obtaining LTA will be that of the HPD. In the alternate scenario, no such requirement will be applicable on the HPD. Procedure under applicable CERC regulations. In such a scenario, the responsibility of obtaining LTA will be that of the HPD. In the alternate scenario, no such requirement will be applicable on the HPD.		CTU Procedure under GNA is already out, hence the same is not applicable	The clause remains unchanged. In case GNA regulations are fully applicable at the time of commissioning of the Project, this clause will be rendered redundant.
28	RfS	8.2 iv	It is clarified that the Buying Entity is not mandated to off-take the stored energy on a daily basis, and may choose to schedule peak power supply as per its requirement.		Since it is a must run plant and tariff is same at all the duration, this clause is not making proper rational.	<b>Clause remains unchanged</b>
29	RfS	8.2 ii	"Peak Hours" in this case, shall be any 2 to 4 hours out of the 24 hours of a day, to be chosen by the Buying Entity.		Any bidder needs to make the system design for minimum 2 hours, hence it should be kept for a fixed hours instead of a range. This would lead to cost and tariff optimization.	Clause remains unchanged
30	RfS	8.4	<b>Excess generation</b> The HPD may repower the Project at a later stage, if required. However, in no case the HPD will be allowed to inject power more than the Contracted Capacity as per the PPA.		Bidder may be allowed to generate, inject and sell any power beyond contracted capacity to exchanges on short term basis	Clause remains unchanged

31	RfS	7.2	Delivery Points needs to be chosen from a list of Designated substations as given by SECI		In case of unavailability of connectivity in any of the mentioned substations, it is requested that HPD must be allowed to go for another substation	Clause remains unchanged
32	RfS	8.1	"The Bidders will declare the annual CUF of their Projects in the Covering Letter as per Format 7.1 and HPDs will be allowed to revise the same once within first three years after COD. The declared CUF shall in no case be less than 50% (fifty percent) on an annual basis"		Request SECI to reduce Declared CUF to 40% and be allowed to change for downward revision once in COD + 1 year. This would give enough time to HPDs to understand the variability of generation vis-à-vis ESS deployment as well.	Clause remains unchanged
33	RfS	8.2.iv	"...It is clarified that the Buying Entity is not mandated to off-take the stored energy on a daily basis, and may choose to schedule peak power supply as per its requirement. The discharge of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Entity (ies), as per the Buying Entity's day-ahead schedule. In case of non-receipt of peak hours schedule from the Buying Entity on day-ahead basis, it shall mean that peak power is not required for that respective day...."		It is requested to kindly mandate offtake requirement of the entire generation of the plant at PPA tariff. It is to be noted that effective battery sizing and competitive tariff calculation, will be possible only in case of 100% purchase of generated energy	Clause remains unchanged
34	RfS	8.3	Penalty for calculating shortfall in supply of peak power, is on a daily basis (as illustrated in the example in RfS)		Penalty should be reconciled on an annual basis	Clause remains unchanged
35	RfS	10.2.iii	Clause 10.2.iii of RfS states that HPD can sell power from individual component in case other component is delayed provided SECI has first right of refusal for offtake of individual component, however, it is not providing commissioning certificate for the same. The COD is only provided to Hybrid component		This creates a difficulty wherein the power from individual component will not be scheduled by RLDC in case COD certificate is not available. Therefore, it is requested that SECI should carve out special commissioning language in order to enable RLDC to consider the individual component (Wind or Solar or Wind-ESS or Solar-ESS) so that HPD may evacuate power to Buying utility or any third party.	Clause remains unchanged
36	RfS	44	"...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 liable to be cancelled...."		Clause 44 of the RfS states that projects are liable to get cancelled, in case, SECI is unable to sign PSA with any DISCOM. In case, such event occurs after signing of PPA, then, that should be included under SECI Event of Default (Clause 13.2)	This clause refers to the scenario prior to signing of PPA. Termination of PSAs subsequent to signing of PPAs have been dealt separately.
37	PPA	10.3.4	<i>"Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by SECI, the payment for the power fed to the grid may be accounted from the date of UCOD/COD (as applicable), and HPD would be allowed to raise Bills against such power as per Article 10.2.1, subject to the conditions as stipulated in Article 9. However, payment against the 1st such bill raised by the HPD, will be made subject to acceptance of the bill by the Discom."</i>		Clause 10.3.4 of PPA stipulates that in case of early commissioning, 1st bill be accounted only after UCOD subject to agreement by Buying Entity. This creates an uncertainty as, acceptance and purchase of power by Buying Utility itself, is acceptance of bill, in case of early commissioning. Therefore, the subjective acceptance of Bill may be done away with once Buying entity has agreed to offtake power from an early commissioned project.	Clause remains unchanged
38	PPA	12	Change in Law		CIL Rules stipulate Restitution principle in cases of CIL event, therefore PPA should incorporate the same explicitly	Clause remains unchanged
39	PPA	12.2.4	"The impact of change in law to be adjusted and recovered may be computed as one time or monthly charges or per unit basis or a combination thereof and shall be recovered in the monthly bill as the part of tariff."		Both the clauses are contradictory in the sense that in case there is a reconciliation between all parties, SECI, HPD and Buying Entity, then there should be no need to take the entire reconciliation to Commission to re-verify and adjustment to take place	Clause remains unchanged
40	PPA	12.3.1	"The HPD shall, within thirty days of the coming into effect of the recovery of impact of change in law, furnish all relevant documents along with the details of calculation to the Appropriate Commission for adjustment of the amount of the impact in the monthly tariff or charges."			Clause remains unchanged
41	RfS	8.2.iii	"Peak Hours" in this case, shall be any 2 to 4 hours out of the 24 hours of a day, to be chosen by the Buying Entity. For each 100 MW of Contracted Capacity, the Buying Entity may specify off-take of amount of power during the Peak Hours up to 200,000 kWh of energy, on a daily basis.		We request you to kindly define the Minimum power for BESS and please clarify that if BESS should be capable to deliver 200MWh for 2 hrs@ 100MW then BESS capacity we have to consider 200MWh or the peak hour requirement can be fulfilled by RE source as well?	As per Clause 8.2.ii., the HPD may supply the required energy during Peak Hours either from the stored energy in the ESS or from any RE generation from the Project available during the Peak Hours.
42	RfS	8.3.iv	While calculating shortfall in energy with respect to the energy declared under Clause 8.1 above, the shortfall in supply of Peak Power as elaborated at Sl. iii above, will be adjusted against the annual energy reconciliation for the Project. For e.g., Considering a Project with minimum annual energy to be supplied by the HPD as per Clause 8.1 being 10,00,000 MUs, and the annual energy actually supplied during a Contract year being 8,00,000 MUs. Further, based on monthly reconciliation, the annual shortfall in supply of Peak Power amounts to 50,000 MUs, in line with iii above. Thus, the net compensation payable by the HPD on account of shortfall in supply of energy on an annual basis will be Rs. [(50,000 x (2x PPA Tariff)) + {(10,00,000 - (8,00,000 + 50,000)) x (0.5x PPA Tariff)}].		Generally, the penalty applicable is maximum of the two (annual & time block). Here sum total of the two is illustrated.  The minimum CUF commitment is inclusive of the peak time power delivered, therefore it is double accounting. Request to kindly revise the penalty as maximum of the two.	Clause remain unchanged

43	RfS	8.4	Excess generation The HPD may repower the Project at a later stage, if required. However, in no case the HPD will be allowed to inject power more than the Contracted Capacity as per the PPA.		For conventional solar projects as per CERC DSM regulation - Upto 5% over-injection: at 100% PPA tariff 5 %- 10% over-injection: at 90% PPA tariff Beyond 10% over-injection: Zero Secondly, for RTC or Peak power bids, the RE component is always oversized with respect to the contracted capacity. Therefore, considering the above please allow to inject upto 110% of contracted capacity power at PPA tariff.	Injection of power will be as per applicable grid code/regulations/CEA and HPD is required to adhere this. However, any energy injected should be as per applicable CUF limit and will be treated as per excess energy provisions .
44	RfS	Section 6 45.9	“CAPACITY UTILIZATION FACTOR or CUF” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100\%$ .		It is understood that X in the the CUF formula is the total energy delivered irrespective of peak or off-peak hours timing. Kindly confirm.	Yes.
45	RfS	2.1	<b>Clause 2.1:</b> A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. <b>Clause 2.6:</b> SECI shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents. <b>Clause 4.1:</b> Selection of Wind-Solar Hybrid Power Projects for a total capacity of 1200 MW will be carried out through e bidding followed by e-Reverse Auction process.	There appears to be inconsistency between Clause 2.1, 2.6 and 4.1. We are not sure if SECI plans to adopt single stage or two stage (reverse auction) process for this auction. It will be useful to clarify if it is single stage or two stage (reverse auction) process	This clarity will be essential for quoting the bid tariff	A Single Stage, Two-Envelope Bidding Process followed by e-Reverse will be adopted for Selection of Wind-Solar Hybrid Power Projects
46	RfS	4.1	Selection of Wind-Solar Hybrid Power Projects for a total capacity of 1200 MW will be carried out through e-bidding followed by e-Reverse Auction process.	Selection of Wind-Solar Hybrid Power Projects for a total capacity of 2500 MW will be carried out through e-bidding followed by e-Reverse Auction process.	We humbly request you to kindly consider increasing the Bid capacity from 1200 MW to 2500 MW so as to enable increased participation as well as capacity allocation, thus helping SECI in early achieving its wind capacity target	Clause remains unchanged
47	RfS	5.1	A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 1200 MW, in the prescribed formats.	We request you to kindly increase the minimum quantum requirement from 50MW to 250/300 MW for sizable Project capacity and more competitive outcome	This will help achieve more serious players participating into the auction and ensuring the delivery of the Project. This will also help monitor limited large capacity Projects rather than various small capacity Projects	Clause remains unchanged
48	RfS	7.3	Bidders will be required to indicate their proposed substation(s) at the time of bid submission in the Covering Letter (Format 7.1).  In case the HPD chooses to change its Delivery Point at any time after issuance of LoA, the new Delivery Point shall also be chosen from the list of designated Delivery Points as per Clause 7.2.	We request SECI to allow shifting of the project at other grid sub stations beyond the specified list of sub-stations in case there is inordinate delay in commissioning of the grid sub-station indicated by the Developer in its bidding document	It will help mitigate the risk of delay in project commissioning and cost overrun thereof due to delay in commissioning of the grid sub-station	Clause remains unchanged
49	RfS	8.3 (iii)	Shortfall in supply of Peak Power ....the HPD shall pay a compensation corresponding to the energy shortfall, calculated as 2 x PPA Tariff. For the purpose of calculation of shortfall in energy supplied during Peak Hours, a ‘month’ shall be the billing month as defined in the PPA.	We request SECI to kindly reduce the shortfall penalty from the current 2 times PPA tariff to equivalent to the PPA tariff.	Proposed penalty amount is too severe for the project as it will be levied for energy shortfall on a daily basis. Since RE projects are dependent on environmental conditions for power generation which are variable on a day-to-day basis.  In case, SECI wish to keep the penalty amount as it is, request you to kindly exclude the events which are beyond the control of Developer or allow charging of ESS from the grid for such occurrences.	Clause remain unchanged
50	RfS	8.4	<b>Excess generation</b> ...In case SECI purchases the excess generation, the same shall be done at 75% (seventy-five per cent) of the PPA tariff.	Request SECI to purchase excess generation at 100% of PPA tariff.	This will help provide some cushion to the developer to meet penalty for shortfall in generation which at times will happen for reasons beyond the control of generator, more specifically if wind and solar resources in a given day for example; cloudy day during the lean wind season are not sufficient for charging of batteries	Clause remain unchanged
51	RfS	8.4	Excess generation ...In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the HPD will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement	Due to CUF criteria stipulated in RfS, Developer will be required to oversize the capacity which in turn may generate power more than the name plate capacity. Request SECI to relax this condition in view of RfS requirement		Clause remain unchanged

52	RfS	9.1	<p><b>Part Commissioning</b></p> <p>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.</p>	We request SECI to kindly consider removing the said condition of aligning the solar and wind capacity commissioning to maintain the proposed ratio	Hope SECI will appreciate that the construction timelines as well as challenges involved in both wind and solar projects are vastly different and hence, commissioning of the corresponding capacity in proposed ratio would be very difficult to be aligned... We request you to kindly consider removing the said condition at each 100 MW capacity addition... i.e. both wind and solar capacity can be independently commissioned, however, once the contracted capacity is reaching 100 MW / 200 MW, the said proposed ratio has to be met	Clause remains unchanged
53	RfS	9.2 (b)	The maximum deadline allowed for commissioning of the full Project Capacity shall be limited to the date as on 6 months from the SCD.	Request SECI to provide 9 months time extension in SCOD for delay in commissioning	Since this auction will necessitate setting up of 3 individual projects (wind, solar, ESS), it may take some additional time to come up with right design and execution of the same. Alternatively, SECI may consider increasing the execution time period from current 24 months to 27 or 30 months	Clause remains unchanged
54	RfS	16(c)	HPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 90 days of Effective Date of PPAs and forward the copies of application to SECI within 07 days of filing the applications.	90 days time period should be changed to 12 months and this condition may be added in the list of requirements for Financial Closure	It requires lot of preparatory activities need to be undertaken prior to applying for MOD clearance, specifically land details for WTG locations is unlikely to be ready within the envisaged time period.	Clause remains unchanged
55	RfS	31	The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 months from the last date of submission of response to RfS ("Bid Validity"). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.	We request SECI to kindly modify bid validity period from 12 months to 3 months or at the maximum, it should be limited to 6 months	Developer has limited control on market conditions such as raw material prices and interest rate which both together constitute 90% of bid tariff. In the current uncertain market conditions, it will be difficult to take tariff exposure for such longer period.  Alternatively, if SECI wish to continue with 12 months bid validity period, request SECI to kindly provide some mechanism for tariff adjustments for significant adverse change in market conditions impacting the bid tariff	Clause remains unchanged
56	RfS	43.2	The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as "the range"- will be declared as Successful Bidders under the RfS...	We request SECI to kindly remove the condition of L1 +2% for shortlisting of successful bidders	This condition creates undue pressure on the Developers to quote aggressive tariff numbers to win the capacity. It also creates the risk of partial capacity allocation if L1 bidder has quoted much aggressive tariff and rest of bidders fail to match or fall within 2% criteria. Due to this particular condition, previous 2,500MW RTC (RE + Thermal) Auction and SECI XII Wind Auctions had significant under allotment despite being over-subscribed at bid submission stage	Clause remains unchanged
57	PPA	Definition - "Power Project" or "Project" or "Wind-Solar Hybrid Power Project"	<p>The rated capacities of the various components are as follows:</p> <p>Solar PV component: _____ MW</p> <p>Wind Power component: _____ MW</p> <p>ESS component: _____ MW/MWh</p> <p>(to be filled as per project configuration).</p> <p>The ESS shall be co-located with either the Solar PV or the Wind power component under a single Project.</p>	<p>The rated capacities of the various components are <b>tentatively</b> as follows:</p> <p>Solar PV component: _____ MW</p> <p>Wind Power component: _____ MW</p> <p>ESS component: _____ MW/MWh</p> <p>(to be filled as per project configuration).</p> <p><b>The HPD shall be allowed to change the above rated capacities during the execution of the Project subject to maintain at least 33% capacity from wind or solar and 1MW/MWh of ESS Component.</b></p> <p>The ESS shall be co-located with either the Solar PV or the Wind power component <b>or at the Hybrid Project Pooling Substation</b> under a single Project.</p>	<p>We request SECI to give flexibility to the HPD for changing the configuration of the Project between Solar, Wind and ESS during the execution of the Project at the same depends heavily on the site which ultimately gets finalized. However, on board basis the HPD has to comply with the requirement of at least 33% from wind and solar and 1MWh/MW of ESS Component</p>	Clause remains unchanged
58	RfS	Definition - "Unit/ Part Commissioning"	Subject to the compliance of conditions / procedure as detailed under Schedule-3 of this Agreement, Unit / Part Commissioning shall mean the Hybrid Power Capacity (AC MW) to be commissioned as per provisions of this Agreement and RfS document. The minimum capacity for acceptance of first part commissioning at one project site shall be at least 50 MW, without prejudice to the imposition of penalty, in terms of this PPA on the part which is not commissioned. The projects can further be commissioned in parts of at least 25 MW batch size, with last part could be the balance capacity;	Subject to the compliance of conditions / procedure as detailed under Schedule-3 of this Agreement, Unit / Part Commissioning shall mean the Hybrid Power Capacity (AC MW) to be commissioned as per provisions of this Agreement and RfS document. The minimum capacity for acceptance of first part commissioning at one project site shall be at least 25 MW, without prejudice to the imposition of penalty, in terms of this PPA on the part which is not commissioned. <b>The projects can further be commissioned in parts of at least 25 MW batch size, with last part could be the balance capacity;</b>	25MW under this auction will amount to almost 50MW nameplate capacity of wind and solar projects which is the normal practice for commissioning of standalone wind and solar projects	Clause remains unchanged

