

SOLAR ENERGY CORPORATION OF INDIA LIMITED						
New Delhi						
No. SECI/C&P/IPP/11/0009/22-23/Clarifications					Dated: 19.06.2023	
RfS for selection of Solar Power Developers for Setting up of 2000 MW ISTS-connected Solar PV Projects in India under Tariff-Based Competitive Bidding (ISTS-XI) : Clarifications to the queries on the RfS (RfS No. SECI/C&P/IPP/11/0009/22-23 dated 31.03.2023)						
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	Cl. 7, Pg 11, RfS	7. Connectivity with the Grid: 7.2. Designated Delivery Points 7.12 Intimation of connectivity within 30 days from LOA	7.2 Designated Delivery Points: It may be noted that although selection of location of the Projects is under the scope of the Bidder/SPD, in order to align Project installation with installation/augmentation of the necessary transmission and evacuation infrastructure, choice of the Delivery Point(s) for the Project(s) shall be limited to the list of designated substation belonging to the ISTS network as per Annexure-D (Latest updated as on date not beyond 12 months from the date of PPA) of the RfS. 7.12 The SPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days from the date of Financial Closure , and shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application	1. Requesting SECI to add substations which are in bidding stage or in planning for augmentation. E.g. Karur PS, Tuticorin, Bhuj - PS etc. 3. we request SECI to consider the submission of proof of connectivity application at the time of financial closure, below are the rationale for ask: a) Since, there could be some procedural delay, exigencies, in filing application or formation of SPV which could further delay application filing. b) Additionally, as per procedure of CTU, developer need to mention the COD date in the application for connectivity/GNA which is mandated to be met as per CTU's guidelines. in case of delay in connecting the plant to identified SS beyond mentioned date, CTU will levy penlaty on developer. Hence, it is request to kindly amend the clause accordingly	The Clause has been suitably modified. Kindly refer Amendments.
2		Cl. 18.1 Pg. 23, RfS	18.1 Success Charges: ... 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 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 SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of Signing of PPA.	Since, PPAs are signed post signing of PSA and adoption of tariff by respective state. Hence, It is requested to please consider the payment of Success charges post signing of PPA. Also, we request SECI to kindly provide expected timeline for LOA and PPA signing.	The Clause remains unchanged.
3		Cl. 20.2, Pg. 24, RfS	Project Configuration: 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.	The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to SECI within 15 days from the date of grant of connectivity , which shall then remain unchanged subsequent to signing of PPA. Note: Project can be split based on the grant of connectivity, subject to the condition that cumulative capacity of the project, PPA terms and committed CUF shall remain unchanged and obligatory to bidder.	Developer should be allowed to change the project configuration and location based on the connectivity granted. As, SECI is going to sign PPA with developer, declared CUF will remain same and based on the cumulative capacity of projects PSA will be signed, so changing project configuration is not going to impact PPA and PSA.	The Clause remains unchanged.
4		Cl. 43, Pg 48, RfS	Issuance of LOAs		Please provide timelines for the issuance of LOA. We request to kindly award the LOA within 30 days from the conclusion of eRA.	The Clause remains unchanged.
5		Cl. 4.42, Pg.27 PPA	Excess Generation: The SPD shall be required to intimate SECI about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 60 days prior to the proposed date of commencement of excess generation.	Excess Generation: The SPD shall be required to intimate SECI about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 30 days prior to the proposed date of commencement of excess generation.	It is not possible to identify the excess generation in advance of 60 days. Since , CUF is calculated on the basis of yearly generation, then the actual excess generation can only is calculated based on the monthly reconciliation of energy account in the last month or prior to last month of financial year. Hence, we request SECI to amend the clase and consider intimation of excess generation at least 30 days before the completion of financial year.	The Clause remains unchanged.
6		Cl. 10.5.2, Pg. 45 PPA	Disputed Bills: 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.	Disputed Bills: 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 on or before due date and it shall within thirty (30) days of receiving such Bill, issue a notice.	It is requested to amend the clause such that 100% of the undisputed amount is paid out to the SPD. E.g Suppose for a given month developer raised invoice of Rs. 15 Cr. After submission, SECI analysed that the amount of Bill shall be 13 Cr. instead of Rs. 15 Cr. in such a case there are two components 1. Disputed Amount of Rs. 2 Cr. and undisputed amount of Rs. 13 Cr. So, SECI shall pay Rs. 13 Cr. to developer on or before due date and issue a notice to developer within 30 days from date of submission regarding the disputed amount.	The clause remains unchanged
7		Cl. 11.2.1 a), Pg. 49 PPA	Force Majeure		It is requested to add epidemic in the list of Force Majeure events considering the past experinece of COVID - 19 which affected the construction and operation of solar plant.	The Clause remains unchanged.
8	RfS	7.5	The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD	The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges (if applicable)from the Project up to and including at the Interconnection Point will be borne by the SPD	Since delivery point is ISTS substation this is not applicable	The Clause remains unchanged.

9	RFS	Annexure D	In Annexure D, 400/220 kV S/S in Fatehgarh-IV (Section-1), Rajasthan has been defined as Designated Delivery points.	In Annexure D, 400/220 kV S/S in Fatehgarh-IV to be included not limiting to Section1.	Since Evacuation Margin available for additional 1330MW with Phase-III scheme.	Kindly refer Annexure-D issued on 21.04.2023.
10	RFS	Clause 25.11(iv)	Certified copies of annual audited accounts for the last financial year, i.e. FY 2021-22, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.	Certified copies of annual audited accounts for the last financial year, i.e. FY 2020-21, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.	As a Spanish IPP we follow Calendar year and financials/provisional accounts for 2021-22 are currently under finalization therefore we request you to consider annual audited accounts for 2020-21.	The Clause remains unchanged.
11	RFS	Format 7.11	As per RFS Format 7.11 has been mentioned for Formats for submission of Format for Financial Bid and Preliminary Estimate of cost of solar Power Project	Format 7.11: Formats for submission of Format for Financial Bid Format 7.12: Preliminary Estimate of cost of solar Power Project	Format Nos to be corrected	Format number has been suitably modified. Kindly refer Amendments.
12	RFS	14	Bay construction at ISTS substation shall not be under the scope of the SPD, as per the existing provisions of CERC.	Provided that the Applicant may, if it so chooses, construct the associated bay(s) at its own cost, subject to approval of the CTU and agreement with the transmission licensee owning the ISTS sub-station.	Construction of Bay by applicant is allowed as per CERC Guidelines	The Clause has been suitably modified. Kindly refer Amendments.
13	RFS	9.2.e	Any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in financial closure.	Any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred and twenty) days after Effective Date of the PPA, shall entail a corresponding extension in financial closure and Scheduled Commissioning Date. Buying entity shall approach regulator concerned within a prescribed timeframe.	A specific timeline should be defined for the approaching the concerned regulator.	The Clause remains unchanged.
14	PPA	10.3.2	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	1.25% surcharge will be applicable on day to day basis to removed	The Clause remains unchanged.
15	PPA	10.3.5	For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPD to SECI in the following manner. a) A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.	For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPD to SECI in the following manner. a) A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 10 (ten) days bank working days including the presentation of hard copy of Bill.	Rebate clause to be more specific for eg. 10 bank working days from bill receipt date(including date of receipt of hard copy)	The Clause remains unchanged.
16	RFS	22.2 Page-26	The SPD may modify the Project configuration in terms of blocks, subsequent to issuance of LoA until the deadline of Financial Closure, subject to the condition as per (iii) above. SECI shall not be responsible for any delay in reconfiguration of the Project, which might lead to delay in achieving financial closure and in-turn, commissioning of the Project.	The SPD may modify the Project configuration in terms of blocks, subsequent to issuance of LOA until the deadline of Financial Closure, subject to the condition as per (iii) above. SECI shall not be responsible for any delay in reconfiguration of the Project, which might lead to delay in achieving financial closure and in-turn, commissioning of the Project.	Requesting you to please allow modification in project configuration such as location, technology etc till COD of the project.	The Clause remains unchanged.
17	RFS	20.2 Page 24	Further, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA.		Kindly confirm if the Generation details mentioned in this clause are required to be annexed with Format 7.1 or the same need to be declared at time of PPA signing.	Tentative Generation profile is required to be annexed with Format 7.1, and is to be submitted at the time of bid submission.
18	RFS	7.12	The SPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days of issuance of LoAs, and shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application.	The SPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days of issuance of LoAs within 30 days of PPA Signing, and shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application.	We would wish to highlight various scenario where LOA has been given but PPA execution is awaited. The bidders had already applied for connectivity but due to non-availability of the PPA, connectivity is blocked and bidder might be charged for penalty without any fault from their side. We would, therefore, request you to kindly allow application of connectivity within 30 days from execution of the PPA.	The Clause has been suitably modified. Kindly refer Amendments.

19	PPA	5.1.8	Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, and SECI shall purchase the energy from such early commissioned Project at the 75% (seventy-five percent) of the PPA tariff, only in the case Discom agrees to purchase power from the Project at an earlier date, and at 75% of the PPA tariff plus trading margin.	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.	We would request SECI to purchase power at PPA Tariff in case of early part commissioning of the project	The Clause remains unchanged.
20	RfS No. SECI/C&P/IPP/11/ 0009/22-23 dated 31.03.2023	BIS	Rs. 5 Lakh +18% GST for each project from 50 MW upto 90 MW	Rs. 5 Lakh +18% GST for each project from 50 MW upto 99 MW	Processing fee is not defined for 91 MW to 99 MW project capacity. Kindly confirm.	The Clause remains unchanged. As per Clause 5.1 of the RfS, Project Capacity is to be quoted in multiples of 10 MW.
21	RfS No. SECI/C&P/IPP/11/ 0009/22-23 dated 31.03.2023	10	The delay in grant of connectivity/GNA 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.		Incase there is delay in grant of connectivity wrt substation and beyond, the project shall be entitled to deemed generation. Kindly confirm.	The Clause remains unchanged.
22		13	The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%.		Since the first year shall have stabilization issues as well as module performance uncertainties, to reduce the inherent risk to the SPD, it shall be beneficial if SPD are allowed to change the CUF till third year of operations as well. Kindly allow change in CUF during COD and after once till third year.	The Clause remains unchanged.
23	RfS No. SECI/C&P/IPP/11/ 0009/22-23 dated 31.03.2023	15	Note: The SPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the SPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.	to be deleted	Kindly Confirm: This is practically not possible. Every approval has a particular stage of applicability such as before construction, during construction, during commissioning, post commissioning etc. and will also require various pre requisites before submitting the application which cannot be completed within 90 days of PPA.	The Clause remains unchanged.
24	RfS No. SECI/C&P/IPP/11/ 0009/22-23 dated 31.03.2023	26.80	The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.	to be deleted	This provision needs to be removed in line with other tenders.	The Clause remains unchanged.
25	RfS No. SECI/C&P/IPP/11/ 0009/22-23 dated 31.03.2023	28.1	No documents will be accepted in person, on or before the date of bid submission.	to be deleted	Offline document submission should be allowed on or before the date of bid submission untill 2 working days after the closing date of bid submission.	In-person submission of documents is not allowed on or before the date of bid submission. If someone intends to submit the bid through courier, the same can be done before this deadline.
26	RfS No. SECI/C&P/IPP/11/ 0009/22-23 dated 31.03.2023		PRELIMINARY ESTIMATE OF COST OF SOLAR POWER PROJECT (To be submitted separately for each Project)	to be deleted	Request to kindly eliminate this clause completely.	The Clause remains unchanged.
27	SECI-SPD PPA. Standard PPA Solar-ISTS-XI 2000 MW	1.1	Prudent Utility Practices: shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities....	Prudent Utility Practices: shall mean the market practices, methods and standards that are generally accepted in India from time to time by electric utilities....		The Clause remains unchanged.

28	SECI-SPD PPA_Standard PPA Solar-ISTS-XI- 2000 MW	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.		MNRE yet to further clarify reagrding the ALMM exemption O.M. issued on 10-March-23. Requets SECI to clarify the timeline and applicability of ALMM exemption by MNRE.	As per Clause 36.2 of the RfS, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The compliance with the ALMM requirements will be examined accordingly.
29	SECI-SPD PPA_Standard PPA Solar-ISTS-XI- 2000 MW	8.2.2	If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, SECI shall have claim on such proceeds of such Insurance limited to outstanding dues of SECI against the Buying Utility(ies) as per PSA entered into and any other dues of the Buying Utility(ies) against SPD.	to be deleted	Considering insurances are being procured by SPD for keeping the Project in good condition, SECI only being off taker of electricity should not have any claims on such insurance proceeds.	The Clause remains unchanged.
30	SECI-SPD PPA_Standard PPA Solar-ISTS-XI- 2000 MW	11.2		Epidemic, Pandemic	We reuest you to add the clause in case of Epidemic/Pandemic.	The Clause remains unchanged.
31	Standard PPA Solar-ISTS-XI- 2000 MW-final upload	12.2			Change in Law relief seems to be applicable only for the Project Cost / CAPEX however impact on Operating Cost / OPEX due to CIL events shall also need to be captured. Kindly confirm.	The Clause remains unchanged.
32	RfS	7.2. vii.	The SPDs are free to change the land where the awarded Project is located till the SCD, subject to the fact that the Delivery Point shall be chosen in line with the above provisions and the provisions as per Clause 22. Any delays in obtaining connectivity and subsequently, compliance with financial closure/commissioning of the Project on account of the above, shall be borne by the SPD.	The SPDs are free to change the land where the awarded Project is located till the SCD, subject to the fact that the Delivery Point shall be chosen in line with the above provisions and the provisions as per Clause 22. Any delays in obtaining connectivity and subsequently, compliance with financial closure/commissioning of the Project on account of the above, shall be borne by the SPD, <u>except for the delay as per provisions of clause 10</u> .	If SPD have changed the project location near new ISTS substation chosen from the list of designated Delivery Points and for the new location SPD have received the connectivity approval (With connectivity grant date within/from scheduled SCD) and in subsequent months there is delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, same shall be treated as delays beyond the control of the SPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA.	The Clause remains unchanged.
33	RfS	1.5	The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc	Does the tender allow the benefits from carbon credits.	Incentives from carbon credits is allowed in many other bids.	The Clause remains unchanged.
34	RfS	Annexure-D	Designated Delivery Points	We request SECI to allow bidder to follow the latest list of ISTS sub-stations as per the status provided by CTU in their website for "Status of allocation of bays at ISTS substations for Stage-II connectivity grantees"	This will help bidders to utilise the existing connectivities and land secured for ISTS bids	The Clause has been suitably modified. Kindly refer Amendments.
35	RfS	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.	We request SECI to clarify on this clause, whether this payment is applicable only in case of part commissioning ? What if full commissioning is done? Also, when will this payment security deposited amount be refunded to SPD.		It is obvious that this clause will be applicable also in case of full commissioning. As clearly stated in the clause, the payment against PSD has to be made on pro-rata basis corresponding to the capacity being commissioned.
36	RfS	20.2	The PPA(s) will be signed after signing of PSA(s) for the respective Project(s).	Clarification : What if PSA signing is delayed and eventually SCD is shifted beyond 30.06.2025 considering the project timelines , who shall bear the ISTS charges and losses.		Consequences of delay in signing of PSA and correspondingly the PPA, on account of reasons not attributable to the SPD, will not be borne by the SPD.
37	PPA	2.1.4	...In case of any difference between the date of signing of PPA and the Effective Date of the PPA, which is attributable to the SPD, such duration between the two dates (in terms of days), will be deducted from the above extension in the corresponding milestones.	...In case of any difference between the date of signing of PPA and the Effective Date of the PPA <u>in line with clause 20.5 of RfS</u> , which is attributable to the SPD, such duration between the two dates (in terms of days), will be deducted from the above extension in the corresponding milestones.	The clause should refer to Cl. 20.5 of the RfS wherein traetment of Effective date and PPA signing date has been captured. The Cl. 20.5 states that Effective Date is 90 days from LOA Issuance OR the date as intimated by SECI beyond 90 days (which alos happens to be the Effective date), whichever is later.	The Clause remains unchanged.

38	RIS	7.5	The arrangement of connectivity can be made by the SPD through a dedicated transmission line upto the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the Buying Entities.	The arrangement of connectivity can be made by the SPD through a dedicated transmission line upto the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the Buying Entities for charges beyond Interconnection Point.	The language may be aligned with definition of Delivery Point under PPA.	The Clause remains unchanged.
39	RIS	7.12	..In case the SPD is required to obtain LTA under the extant regulations, the same shall be applied for by the SPD, within 30 days of signing of PSA, and intimation of the same by SECI to the SPD.	..In case the SPD is required to obtain LTA Final Connectivity under the extant regulations, the same shall be may also be applied for by the SPD, within 30 days of signing of PSA, and intimation of the same by SECI to the SPD under GNA.	In earlier regime, a SPD had time period after Stage-II (akin to In-principle grant) and thereafter applied for LTA AFTER firming up beneficiary i.e. at the time of PSA and PPA. However, under GNA, there are 2 stages wherein In-principle grant of connectivity and final grant of connectivity is granted within 60 days of connectivity application. Under GNA, Final Grant of Connectivity is akin to LTA grant as there is no requirement to firm up beneficiaries as per procedure. Therefore, it should be left to option of SPD to apply for connectivity within 30 days of issuance of LOA or PSA based on its assessment on its alignment of Connectivity operationalization dates and actual SCOD based on PPA/PSA Effective dates. The SPD shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application in either case.	The Clause remains unchanged. With the enforcement of GNA Regulations in their full scope, this clause will automatically become redundant.
40	PPA	4.5.2	Further, in case of delay in Project commissioning on account of reasons solely attributable to the SPD, resulting in any liquidated damages/penalty levied on the Buying Entity including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the SPD.	Further, in case of delay in Project commissioning on account of reasons solely attributable to the SPD other than the reasons other than those specified in Article 4.6.2 & 4.6.3 , resulting in any liquidated damages/penalty levied on the Buying Entity including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the SPD.	The SPD should not be penalised wherein it has been the maximum time period allowed for commissioning is SCD + 6 months under Art. 4.6. Article 4.5.2 implies that additional this additional time of 6 months is an event of delay by SPD and additional penalty in terms of charges/damages has to be borne by SPD. In such cases, the SPDs will surrender the capacity at the time of SCOD instead of completing it by availing 6 months Long Stop SCOD date. The clause is onerous in nature and tend to penalise SPD in case it avails the Long Stop SCD date. Therefore it is requested to exclude the Long Stop date form event of delay.	The Clause remains unchanged.
41	RIS	15	The SPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities.	The SPD should apply for all the necessary approvals, permits and clearances not more than 90 270 days from the Effective Date of PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. Provided that in case of extensions of SCD and FC, the compliance to above shall be extended accordingly corresponding to number of days as to which SCD and FC is extended.	Many approvals are in nature which require certain approvals as a pre-requisite for application such as CEIG, commissioning related approvals, land related approvals etc. Therefore, it would be prudent to keep the dates within 9 months of PPA execution wherein land and connectivity related approvals and applications could be duly filed, complete in all respects. Further, the Effective date may also be interpreted to be extended under this clause, if SCD and FC is extended under provision of RIS.	The Clause remains unchanged.
42	Rfs	16	Earnest Money Deposit (EMD) of INR 11.58 Lakhs/MW (Rs. 11,58,000/MW) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected	Earnest Money Deposit (EMD) of INR 11.58 Lakhs/MW (Rs. 11,58,000/MW) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 12 7 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected	EMD is requested to be kept at 7 months instead of 12 months as such a long duration EMD validity unnecessarily imposes additional costs on SPD and wil resultin loading such costs to discovered tariffs.	The Clause remains unchanged.
43	RIS	44.19	“EFFECTIVE DATE” shall mean the date as on 90th day from the date of issuance of Letter of Award (LoA), or the date of signing of PPA (as applicable), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties.	“EFFECTIVE DATE” shall mean the date as on 90th day from the date of issuance of Letter of Award (LoA), or the date of signing of PPA (as applicable), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties subject to clause 20.5 of this RIS.	The definition should refer to clause 20.5 wherein detailed treatment of Effective date has been provided.	The Clause has been suitably modified. Kindly refer Amendments.

44	RFS	7.2 - Designated Delivery Points	-	In addition to the substations mentioned in Annexure D of the RfS, bidders should be allowed to connect the project to: i. Existing substations of CTUIL having available margin. ii. Existing substations where augmentation is under process or plans for augmentation have been announced. iii. Proposed substations as per approved plan of CTUIL. iv. Substations under which Stage II connectivity has already been acquired under the Connectivity Regulations, 2009 either by the bidder or through its developer.	We request you to insert enabling provision to provide for developers to connect to other Grid Substations which are not listed but are currently being developed or in advanced stages where the developer has already secured connectivity to ensure the execution of the solar project in a timely manner.	The Clause has been suitably modified. Kindly refer Amendments.
45	RFS	11: Early Commissioning	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.	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.	1. Requesting SECI to provide full PPA tariff for early commissioning similar to wind auctions (for example, SECI Tranche XIV); 2. SECI is requested to remove condition of Discom agreeing to procure the excess power when the full project is commissioned prior to SCOD.	The Clause remains unchanged.
46	RFS	Various clauses pertaining to ownership of the bidder.	-	-	We request you to kindly include the word shareholder alongwith promoters as the company with no shareholder having more than 50% will be considered a company under joint control. Additionally, a company is not mandatory required to have the promoters but will have shareholders. Hence, we humbly request SECI to consider adding shareholder alongwith promoters wherever appearing in the RfS and PPA.	The Clause remains unchanged.
47	RfS	42.2	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	Request to remove L1 matching and L1+2% criteria (which ever is applicable for the tender).	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.	The Clause remains unchanged.
48	PPA	4.2.6	Government of India, from time to time, issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. However, in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver/extended SCD as above, due to reasons attributable to the SPD, the liability of transmission charges and losses would be to the account of the SPD. Delay in Project commissioning beyond the deadline as stipulated by the Government of India, and treatment of ISTS charges and losses thereof, shall be dealt in line with the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) (First Amendment) Regulations, 2023 dated 07.02.2023, and subsequent amendments and clarifications thereto, as applicable.	Government of India, from time to time, issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons not attributable to the SPD whatsoever, SECI SPD shall bear no liability with respect to transmission charges and losses levied, if any. However, in case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver/extended SCD as above, due to reasons attributable to the SPD, the liability of transmission charges and losses would be to the account of the SPD. Delay in Project commissioning beyond the deadline as stipulated by the Government of India, and treatment of ISTS charges and losses thereof, shall be dealt in line with the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) (First Amendment) Regulations, 2023 dated 07.02.2023, and subsequent amendments and clarifications thereto, as applicable.	This is required to clarify the liability in case of delay not attributable to the SPD.	The Clause remains unchanged.
49	RfS	17.1	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ Rs. 17.37 Lakh/MW/Project (INR 17,37,000/MW/Project) prior to signing of PPA.	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ Rs. 17.37 Lakh/MW/Project (INR 17,37,000/MW/Project) after signing of PSA and atleast 10 days prior to signing of PPA.	There have been instances in past SECI solar bids, where PPA has not been signed even after submission of PBG. Therefore, it is requested to align PBG submission after PSA signing and before PPA execution.	The Clause remains unchanged.

50	RfS	37.1 (i)	The Net Worth of the Bidder should be equal to or greater than INR 1.158 Crore per MW (Rs. 1,15,80,000/MW) of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2020-21 or as on the day at least 7 days prior to the bid submission deadline.	The Net Worth of the Bidder should be equal to or greater than INR 1.158 Crore per MW (Rs. 1,15,80,000/MW) of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2021-22 or as on the day at least 7 days prior to the bid submission deadline.	Kindly amend the clause and consider the Net worth for FY 2021-22	The Clause has been suitably modified. Kindly refer Amendments.
51	PPA	4.10.2	Grid unavailability in a Contract Year: (only period from 8 am to 6 pm to be counted), for Grid unavailability beyond 50 hours in a Contract Year	Grid unavailability in a Contract Year: (only period from 8 am to 6 pm to be counted), for Grid unavailability beyond 20 hours in a Contract Year	50 hours of grid unavailability corresponds to 1.4% of Grid Unavailability, hence it is requested to reduce this number of hours to atleast 20.	The Clause remains unchanged.
52	PPA	4.10.2	Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)] Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year. The excess generation by the SPD equal to this generation loss shall be procured at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year) × PPA Tariff] Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year. The Generation Compensation shall be paid as part of the energy bill for the successive month.	It is requested to compensate the generation loss due to grid unavailability in successive energy bill for the month calculated at PPA tariff.	The Clause remains unchanged.
53	PPA	10.1.1	...SECI shall set up a payment security fund for Solar Power Projects in order to ensure timely payment. This fund will have a corpus to cover 3 months' payment.	...SECI shall set up a payment security fund for Solar Power Projects in order to ensure timely payment. This fund will have a corpus to cover 6 months' payment.	It is requested to set up a Payment Security Fund to cover 6 months' payment.	The Clause remains unchanged.
54	PPA	15.1more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD.more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements	Since assignment of PPA is required by lenders prior to disbursement, hence kindly amend the clause allowing assignment to lenders prior to COD	The same clause also contains the following provision "Provided that, SECI shall permit assignment of any of SPD's rights and obligations under this Agreement in favour of the lenders to the SPD, if required under the Financing Agreements" which suffices the requirements as suggested.

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 RfS, it shall be construed in such cases, tender conditions shall prevail.