SOLAR ENERGY CORPORATION OF INDIA LIMITED						
New Delhi						
No. SECI/C&P/IPP/13/0003/23-24 /Clarifications-01						Date: 29/11/2023
Clarifications to the queries on the RfS for Selection of RE Power Developers for Supply of 500 MW Firm and Dispatchable Power from ISTS-connected Renewable Energy (RE) Power Projects in India, under Tariff-based Competitive Bidding (SECI-FDRE-I) (RfS No. SECI/C&P/IPP/13/0003/23-24 dated 07.07.2023)						
S. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks**	**SECI's response**
1	RfS	1.7	Power procured by SECI from the above Projects has been provisioned to be sold to Punjab State Power Corporation Limited (PSPCL), Punjab, which shall be the Buying entity under this RfS		Kindly confirm if PSPCL is firmed up as benificary for this tender or SECI can change the benificary at later stage e.g. prior to signing of PPA as well,	PSPCL is confirmed as the Buying Entity for this RfS
2	RfS	1.8	The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects…..		Kindly confirm if the benefits of Carbon Credits can be availed by Developers or that will be benefited to Buying entity/SECI.	This is subject to applicable Rules and Regulations framed by the Government
3	RfS	4.2 (iii)	…...For avoidance of any doubt, it is hereby clarified that ESS may be constituted as part of the Project or may be tied-up separately with a third party by the RPD, for supply of power. The ESS technology can be changed by the RPD at any time during the Term of the PPA, under intimation to SECI.		If bidder initially opt for the option to setup ESS plant located along with project or at any other location at time of Bid submission or at time of PPA signing as per RFS provisions, however, at later stage during the execution phase/ post commissioned phase of project. **Will developer be allowed to change the mode from self ESS plant to tie up with any third party or vice versa i.e. initially if RPD tie up with third party and at later stage develop its own ESS plant. Kindly confirm.**	Yes, the ESS ownership model is allowed to be changed at any stage during the Proejct implementation period.
4	RfS	4.2 (v)	..............Project Capacity shall mean rated AC capacities of Solar PV and Wind power components along with energy storage as committed to be installed under the PPA, and shall be equal to the installed capacity committed under the Connectivity granted under the GNA Regulations. It is to be noted that prior to commencement of supply of power under the PPA, the installation and commencement of power supply from the corresponding committed rated capacity of Wind and Solar PV components as declared in the PPA, will be verified by the SECI.		As per bidder understanding, RPD can avail the connectivity at particular ISTS SS for the installed capacity of project as mentioned in the LOA and not restricted to contract capacity of project. Kindly confirm bidder understanding is in line with the clause and also we request SECI to kindly confirm if SECI will support the developers in case if the connectivity equivalent to the installed capacity will not be granted by CTU or other relevant nodal agency in this matter, as the connectivity equivalent to installed capacity will be important aspect of project to design the optimum system which can fulfil the PPA obligations and meet the requirements.	As clearly brought out in the RfS/PPA, application for/grant of connectivity shall be governed by the General Network Access Regulations.
5	RfS	4.2 (vi)	A "Project" under the RfS, PPA and PSA refers to the "RE Project", along with ESS, which forms part of the FDRE configuration declared under the PPA. For avoidance of doubt, it is clarified that a single RPD may break up the cumulative awarded Contracted Capacity into multiple Projects. Each such Project may comprise any combination of RE components and ESS within the provisions of the RfS....		Kindly confirm that bidder can change the project configuration and split the quoted capacity in bid to multiple projects post issuance of LOA.	Yes
6	RfS	7.4	7.4 The RPD 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, Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as well as other Rules/Regulations issued by CERC/CEA and as amended from time to time. It is further clarified that the Entities (RPD and Buying Entity) as indicated in the procedure issued under the above Rules/ Regulations, will be responsible for their respective obligation as notified in the procedure, irrespective of the provisions of the RfS, PPA and PSA.		We request to kindly confirm if bidder can select the substation which has SCD of Substation in year 2024-25, however expected effectiveness date of GNA will be in Year 2027, as per latest CTU List issued on their website. **Will RPD will be granted extension in date of SCSD in that scenario**.	Yes
7	RfS	7.9	7.9 In case the ESS component is located separately from the Solar PV/Wind generating components of a Project, the charges for charging and discharging the ESS, as applicable under GNA regulations and other orders issued by MoP/CERC will be borne by the RPD/Buying Entity as applicable.		Kindly confirm that the charges applicable towards ISTS Charges during discharging will be upto interconnection point only for ESS system under this clause.	This will be governed by applicable regulations
8	RfS	8.1 (b)	Demand Fulfilment Ratio (DFR): The RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least 90% on a monthly basis. "Demand Fulfilment Ratio" for a particular time-block shall be calculated as follows: DFR = [Power Injection Scheduled by the RPD (MW) in a particular time block/ Demand (MW) specified by the Buying Entity (MW) for the corresponding time block], subject to the max value of DFR being 1. The RPD's performance against this metric will be measured by calculating the average DFR of all the time-blocks during the month in a Contract Year in which power has been scheduled.		Kindly confirm if DFR value is more than 1, how the same will be treated. Will that be counted as excess generation?	In case DFR exceeds 1, the ratio will be considered as "1" for calculation with respect to RPD's performance against the PPA. Power quantum being offered in a particular time-block resulting in the RPD crossing the DFR limit of "1", will be considered as excess supply under the PPA.
9	RfS	9.2 (a)	a. The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 24 months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.09.2023, then SCSD shall be 07.09.2025)		We request to kindly consider the SCSD for supplying power from Effective PPA date as 30 months considering the FDRE project.	The provisions remain unchanged.
10	RfS	16	Note: The RPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the RPD 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.		We request to kindly consider the timeline as 12 months from date of PPA considering that being a Hybrid project with ESS, it will require no. of clearances and permits approvals which will be effective / come into effect over time as the project execution progress. Accordingly, we request to kindly modify the timelines suitably.	The provisions remain unchanged.
11	RfS	17.1	Based on the cumulative Installed Capacity committed by the Bidder as part of its response to RfS, Earnest Money Deposit (EMD) shall be submitted as per the following formula: Earnest Money Deposit = [INR 11,58,000 x Rated cumulative Installed Capacity of Solar component (MW) + INR 13,86,000 x Rated cumulative Installed capacity of Wind component (MW) + INR 4,80,000 x Rated cumulative Installed Capacity of the ESS component (MWh)].		With reference to MoP guidelines vide no. No. 23/03/2023-R&R dt. 9th June 2023, under clause 9.3 - Quantum of the Earnest Money Deposit (EMD), the guidelines specify the provisions of "Corporate guarantee". We request to kindly incorporate the provisions of corporate guarantee towards EMD for bidders as the guidelines mentions regarding the provisions of corporate guratee under the clause 9.3 and also in the title of EMD clause under the guidelines. We look forward to favourable consideration and suitable modification in clause as it will encourage bidders to participate.	The provisions remain unchanged.
12	RfS	17.1	…. The EMD shall be submitted 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 the bid, failing which, the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS		We request to kindly consider the EMD validity and SECI can ask for extension in BG validity at later stage if required.	The provisions remain unchanged.

13	RfS	19.2	Payment Security Mechanism (PSM) Charges: As part of the Payment Security Mechanism as brought out in the PPA, the RPD shall undertake to pay PSM Charges @Rs. 0.02/kWh to SECI, by offering a commensurate discount in the monthly tariff payment being made by SECI.		Kindly confirm if any additonal GST / Tax will also be applicable over and above the Rs. 0.02/kWh of PSM charges	GST is not applicable on the discount offered by the RPD in monthly bills as part of the PSM
14	RfS	19.2	Payment Security Mechanism (PSM) Charges: As part of the Payment Security Mechanism as brought out in the PPA, the RPD shall undertake to pay PSM Charges @Rs. 0.02/kWh to SECI, by offering a commensurate discount in the monthly tariff payment being made by SECI.		Kindly confirm if the PSM charges are refundable or non-refundable.	The PSM charges are non-refundable
15	RfS	21.1	SECI shall enter into Power Purchase Agreements (PPAs) with Bidders selected based on this RfS. A copy of standard PPA to be executed between SECI and the selected RPD is available on ISN-ETS Portal and also on SECI's website. The PPA may be signed within 60 days from the date of issue of Letter of Award (LoA) or any other date as decided by SECI from time to time. PPA(s) will be executed between SECI and Selected Bidder or its SPV for the Project(s).		Since the buying entity has already been identified by SECI as PSPCL, we request to kindly consider the PPA signing as 30/45 days to expedite the process.	The clause doesn't rule out earlier signing f PPAs.
16	RfS	21.1	….. The Installed Capacity break-up, as submitted as part of the Bidder's response to RfS shall remain unchanged until issuance of LoA. The same can be changed by the RPD subsequent to issuance of LoA…		Kindly confirm that RPD can modify the capacity of all three components i.e. Solar, wind and ESS as per provisions of this clause.	Yes
17	RfS	21.1	…...The PPA(s) will be signed after signing of PSA(s) for the respective Contracted Capacity(ies).		Is there any probability of delay in the PSA signing and subsequently signing of PPA as well or the PPA will be signed as per RFS provisions only.	The provisions remain unchanged.
18	RfS	21.6	The RPDs will be free to repower the Projects from time to time during the PPA duration, pursuant to Clause 8 above. However, SECI/Buying Entity will be obliged to buy power only upto the Contracted Capacity as per the PPA.		Kindly confirm if RPD during the repowering can install the capacity more than the already fixed installed capacity during the signing of PPA. Also, if accordingly, the enhancement in the connectivity can also be sought from concern authorities as per the regulations. Will there be any additional implication on RPD in that case.	Enhancement of connectivity in case of additional capacity installation will be dealt by the applicable regulations.
19	RfS	31	Validity of the Response to RfS 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 to kindly consider the validity as 6 months considering the continous change in market scenarios across the industry and also, the technology advancements are going on.	The provisions remain unchanged.
20	RfS	44	In case SECI is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, SECI reserves the right to annul the bid process without any financial implications to any of the parties concerned. SECI reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. In all cases, SECI's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.		As the buying entity has already been identified by SECI as PSPCL, the mentioned clause is not relevant. We request to kindly issue necessarya amendment in the clause.	The provisions remain unchanged.
21	RfS		ESS capacity		Kindly confirm there is no minimum capacity applicable to bidder for installation of ESS. Bidder can design their system on their own to meet the requirement.	The understaning is agreed to.
22	RfS	Format 7.9	Details in the format		Kindly confirm that bidder can modify the details as per RFS provisions at later stage as well.	Yes
23	RfS				Kindly confirm that the clarifications issued by FDRE 1 will also be applicable for FDRE II tender.	Yes
24	RfS	4.2 (viii) and 21.1 (Note)	4.2 (viii) For each Project, the Project configuration, i.e. the Installed Capacity proposed, will be submitted by the Bidder at the time of bid. The above configuration can be changed subsequent to issuance of LoAs until the date as on 12 months prior to Scheduled Commencement of Supply Date (SCSD) of the Project. Also, any change in delivery point(s) is/are allowed upto 12 months prior to SCSD of the Project. 21.1 (Note): The RPD shall provide the Project breakup for the cumulative capacity quoted in the Covering Letter (Format 7.1), which may be changed by the RPD subsequent to issuance of LoA up to the date as on 30 days from issuance of LoA	Clarification required	There is a mismatch in the timeline allowed for changing the Project configuration/breakup post LOA issuance. It is requested to clarify as to which timeline should be considered.	The clause has been modified, please refer to the amendments.
25	RfS	8.1 (b)	Demand Fulfilment Ratio (DFR): The RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least **90%** on a monthly basis.	Demand Fulfilment Ratio (DFR): The RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least **70%** on a monthly basis.	Meeting DFR of 90% at alll times is very stringent. It is requested that the DFR requirement be relaxed to 70%.	The provisions remain unchanged.
26	RfS	19.1	Success Charges: The Selected Bidders shall have to pay INR 1,00,000/MW (Indian Rupees One Lakhs only/MW)+ 18% GST, corresponding to the **Installed Capacity**	Success Charges: The Selected Bidders shall have to pay INR 1,00,000/MW (Indian Rupees One Lakhs only/MW)+ 18% GST, corresponding to the **Contracted Capacity**	Request to charge Success Fee from the bidders on Contracted Capacity since installed capacity will be high due to DFR ratio requirements. Thus, Success fee on installed capacity will have huge financial impact on the bidders. It is thus requested to charge Success fee on Contracted Capacity only	The provisions remain unchanged.
27	RfS	4.2 (iii)	For avoidance of any doubt, it is hereby clarified that ESS may be constituted as part of the Project or may be tied-up separately with a third party by the RPD, for supply of power.	Can the tie-up with an ESS provider changed time-to-time during course of the PPA?	Ability to change the ESS provider might offer more options/flexbilities to a RPD	Yes
28	RfS	4.2.(v) & 45.41	Project Capacity shall mean rated AC capacities of Solar PV and Wind power components along with energy storage as committed to be installed under the PPA, and shall be equal the installed capacity committed under the Connectivity granted under the GNA Regulations	Project Capacity shall mean rated AC capacities of Solar PV and Wind power components along with energy storage as committed to be installed under the PPA, and shall be equal or more than the installed capacity committed under the Connectivity granted under the GNA Regulations	Energy storage component might not be considered towards the project capacity, as it is not a generating source.	In case connectivity is granted separately for the ESS component, it forms part of the "Installed Capacity"" under the GNA regulations, which becomes equal to the Project Capacity under the PPA
29	RfS	8.1 (a)	The procurement shall be in power (MW) terms. The RPD shall supply RE power in a Firm and Dispatchable manner, matching the demand profile provided by the Buying Entities (enclosed as Annexure-B of the RfS). The demand profile has been provided for all the 96 time-blocks (each block comprising a 15 minutes' duration) for a representative day of each month of the year. The same profile shall be applicable for each Contract Year during the Term of the PPA, and shall be matched by RE supply scheduled by the RPD.	The procurement shall be in power (MW) terms. The RPD shall supply RE power in a Firm and Dispatchable manner, matching the demand profile provided by the Buying Entities (enclosed as Annexure-B of the RfS). The demand profile has been provided on a hourly basis for a representative day of each month of the year. The same profile shall be applicable for each Contract Year during the Term of the PPA, however the scheduling and forecasting of the power to be supplied to the end procurer will be given for the 96 time blocks for each representative day of each month of the year.	The demand profile to be met by the RPD for every day of the Contract year, should be provided on an hourly basis instead of the 15-minute time-block provided as per the current Rfs in Annexure B. However, the scheduling and forecasting of the power to be supplied to the end procurer will be given for the 96 time blocks for each representative day of each month of the year	The provisions remain unchanged.
30	RfS	8.2 (d)	The shortfall in power supply will not be applicable in events of Force Majeure identified under the PPA with SECI, affecting supply of power by the RPD.	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, **any abnormal climate phenomenon such as El Niño/ La Nina**, if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer	In addition to the standard Force Majeure clauses the mentioned abnormal climate Phenomenon can be considered Act of God, which are beyond RPD's control and can significantly impact energy generation estimates.	The provisions remain unchanged.

31	RfS	8.1 (f)	The RPD shall offer power such that 100% of the annual energy offered corresponds to RE power. The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements outside the PPA, towards meeting the supply conditions stipulated in the RfS/PPA.	The RPD shall offer power such that 100% of the annual energy offered corresponds to RE power. The RPD can, however, source up to 5% power (in energy terms), on annual basis, from any market sources (including conevntional power markets)/bilateral agreements outside the PPA, towards meeting the supply conditions stipulated in the RfS/PPA.	Since it is very critical to meet the Demand Fulfilment ratio (DFR), the sourcing of power by RPDs on annual basis to meet the supply demands shall not be limited to green market sources/bilateral agreements outside the PPA but also should be allowed to buy conventional power to meet the supply demand.	The provisions remain unchanged.
32	RfS	11.2	In case of multiple Project components, and if one or more such component (wind or solar PV) is/are ready for injection of power into the grid, but the remaining component(s) is/are unable to commence supply of power, the RPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with the Buying Entity. Subsequent to refusal of such power by the Buying Entity, the right of refusal shall vest with SECI. **In case Buying Entity/SECI decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 50% of the PPA Tariff.**	SECI/ Buying Entity shall purchase such power @PPA Tariff Only	Developer should be incentivised and not penalised for early commissioning	The provisions remain unchanged.
33	RfS	19.2	Payment Security Mechanism (PSM) Charges: As part of the Payment Security Mechanism as brought out in the PPA, the RPD shall undertake to pay PSM Charges @Rs. 0.02/kWh to SECI, by offering a commensurate discount in the monthly tariff payment being made by SECI.		Payment Security Mechanism (PSM) Charges: As part of the Payment Security Mechanism as brought out in the PPA, the RPD shall undertake to pay PSM Charges @Rs. 0.02/kWh to SECI (to be applicable only incase of on-time payments), by offering a commensurate discount in the monthly tariff payment being made by SECI. Further, late payment surcharge to be paid incase of delay in payments at the rate of 3 times of SBI 1-year MCLR rate.	The provisions remain unchanged.
34	RfS	21.4	Successful Bidders will have to submit the required documents for PPA signing to SECI within 40 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date as on 60 days from the date of issue of LoA. Subsequent to expiry of the 60-day period after the issuance of LoA, **in case SECI intimates to the Successful Bidder, a particular date as the date for signing of PPA, the specified date shall become the Effective Date of the PPA, irrespective of the date of signing of PPA**	Effective Date has to be from the date of signing of PPA and its approval from the appropriate commision	Execution of PPA is most critical for any project. All the project development activities (be its applying for approvals, connectivity, financial closure, etc.,) can be taken up/ commenced only after execution of PPA. In the event signing of PPA gets delayed even beyond the specified date for no fault of the successful bidder, it will have direct impact on the project development and implementation activities. Hence Effective Date of PPA has to be made as PPA Signing Date and its approval from the competent authority.	The provisions remain unchanged.
35	RfS	25.6	Any change in the shareholding after the expiry of 1 year after SCSD can be undertaken under intimation to SECI.	Any change in the shareholding after the expiry of 1 year after SCSD can be undertaken under intimation to SECI. However, any change in shareholding within the same group company will be permitted with approval of SECI.	This has been allowed in many previous tenders. This will provide required capital structuring flexibility to various companies and will help attract more FDI capital in such bids.	The provisions remain unchanged.
36	PPA	4.2.6	However, in case the SCSD is on or before the above deadline for ISTS waiver and commencement of power supply from the solar / wind power component of the Project gets delayed beyond the applicable date of waiver of ISTS charges and losses due to reasons solely attributable to the RPD, the liability of inter-state transmission charges and losses would be of the RPD.		It is requested to delete this clause as it is not matching the timelines of the ISTS waiver. If the clause is retained the clause may include incentive to the devloper incase SCSD is beyond the deadline of the ISTS waiver date and the devloper completes the projects before the ISTS waiver date. In case of early part component commssioning before ISTS waiver deadline, how the waiver will be treated as the SECI will not consider the same as project commissioning.	The provisions remain unchanged.
37	PPA	4.4.4	The RPD shall offer power such that 100% of the annual energy offered corresponds to RE power. The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/other bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA		What will be the mechanism to supply power from the market to off-taker. Shall the RPD is to act as a power trader or to buy the power from market on behalf of offtaker?	The mechanism is to be chosen by the RPD in line with applicable regulations
38	PPA	4.5.3	Force Majeure Event continues even after a maximum period of nine (9) months from the date of the Force Majeure Notice, termination of this Agreement shall be caused solely at the discretion of SECI		The clause will provide the right to terminate the agreement at the discretion of the RPD	The provisions remain unchanged.
39	PPA	4.10.1 (a)	Generation Compensation = ((Applicable Tariff x RE power (MW) offered but not scheduled by Buying Entity) X 1000 X No. of hours of grid unavailability) However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis	If the buying entity is not off taking the power as per the demand schedule, then the RPD should be intimated at least 8-time blocks prior to the non-scheduled time block. Also, the difference in the tariff from the PPA tariff is to be reimbursed by the buying entity.		The provisions remain unchanged.
40	PPA	4.10.1 (b)	Generation compensation for reduced offtake	Reduced offtake should not be linked to number of hours of grid unaviability	Changes to be made in the first column of the table	The provisions remain unchanged.
41	PPA	12.2.3	The affected party shall furnish to the other party, the computation of impact in tariff or charges to be adjusted and recovered, within thirty days of the occurrence of the change in law or on the expiry of 21 days from the date of the notice referred to in 12.2.2 above, whichever is later, and the recovery of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.		This intimation can be linked to 30 days before commissioning. The impact of change-in-law cannot be ascertained immediately after occurance of change-in-law event as the impact is linked to the base cost of the raw materials which may vary until the finalization of procurement	The provisions remain unchanged.
42	PPA	9.3 (b)	In case SECI/Buying Entity(ies) decides to buy such discrete component's power outside the PPA, such power shall be purchased at 50% of the Applicable Tariff. In case the same is procured through SECI, trading margin of Rs. 0.07/kWh will be applicable on such power procurement.		In case SECI/Buying Entity(ies) decides to buy such discrete component's power outside the PPA, such power shall be purchased at 100% of the Applicable PPA Tariff.	The provisions remain unchanged.
43	RfS	8.1 (d) & 8.3	8.1 (d) The RPD shall offer any excess generation available from the Project above the specified capacity and up to the contracted capacity at the 50% of PPA tariff to SECI/Buying Entity. SECI/Buying Entity may off-take the full /part of the excess generation offered. 8.3 ...The RPD may also sell the power which was offered to the Buying Entity (within the Contracted Capacity and above the specified capacity) but not scheduled by the Buying Entity, to any third party or power exchange, without requiring NOC from the Buying Entity...		Please clarify i) meaning of specified capacity. ii) who shall provide the schedule of specified capacity? iii) how shall the must-run status be maintained? iv) if SECI shall mandatorily offtake the excess energy above the specified capacity till the Contracted Capacity OR v) if SECI has an option with the first right of refusal for buying the excess generation above specified capacity and upto Contracted Capacity.	i) Please refer to the Amendments. ii) The schedule has already been provided as part of the Demand profile annexured to the RfS and PPA. iii) Power offtake from the Project shall be govered as per applicable must-run regulations. iv) and (v)There is no mandatory requirement of SECI to offtake such excess power offered by the RPD, nor does SECI/Buying Entity have any first right of refusal on such excess power
44	RfS	9.2 (a)	The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 24 months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.09.2023, then SCSD shall be 07.09.2025).	i)The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 36 months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.09.2023, then SCSD shall be 07.09.2026).	From the perspective of PSP execution, such a timeline is required. Hence, the SCSD timeline may please be extended.	The provisions remain unchanged.

45	RfS	11.1	The RPD shall be permitted for full as well as part-commencement of power supply from the Project even prior to the SCSD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of the RPD, and first right of refusal for offtake of such power will vest with the Buying Entity. In case the Buying Entity refuses to buy such power, the right of refusal shall vest with SECI. In case SECI/Buying Entity agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff.	In case of delay in obtaining GNA, LTA, etc., all the transmission charges and losses, and any other additional costs arising due to such part commencement of supply (includimg but not limited to DSM charges, T-GNA OA charge, etc.) be given a pass through to the RPD. Alternatively, thh RPD should be free to sell the energy generated from part-commencement to a third party without any prior NOC from SECI/ Buying Entity.		Early part-full commencement of power supply shall be governed by applicable GNA regulations. It is clearly specified that all charges and losses beyond the Delivery Point shall be borne by the Buying Entity.
46	RfS	1.9	Bidders who have already commissioned RE plants/storage plants or are in process of constructing such plants and have untied capacity may also participate under this RfS. **In such case, they will be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commencement of Supply Date (SCSD).**		Request for clarification: If PPA is signed on 01.11.2023 and SCSD is 30.10.2025. However, actual date of commencement of supply is 01.01.2024. Will the PPA tenure be 26 years 10 months?	The Term of the PPA shall remain unchanged as 25 years frm SCSD. However, in this case, the RPD will have the incentive of additional revenue during the period from commencement of power supply until the SCSD
47	RfS	4.2 (iii)	For avoidance of any doubt, it is hereby clarified that ESS may be constituted as part of the Project or may be tied-up separately with a third party by the RPD, for supply of power.		Request for clarification: Can RPD tie up in lease model for ESS?	Yes
48	RfS	4.2 (iii)	For avoidance of any doubt, it is hereby clarified that ESS may be constituted as part of the Project or may be tied-up separately with a third party by the RPD, for supply of power .		Request for clarification: Does this mean RPD is allowed to tie-up with 3rd party/ Power Exchange for sale of excess of contracted capacity on daily basis without requiring NOC from SECI. The same is allowed in TBCB guideline.	Yes
49	RfS	7.8	Pursuant to Clause 7.6 above, the Buying Entity will be responsible for obtaining General Network Access (GNA), all transmission charges and losses and any other charges as applicable under the respective regulations beyond the Delivery Point and up to the drawl point.		Request for clarification: Who shall bear the 25% ISTS transmission charges applicable post 30.06.2025. As per GNA regulation, Buying Entity shall be borne the transmission charges and losses beyond Delivery Point.	The clause is self-explanatory
50	RfS	8.1.a	The RPD shall supply RE power in a Firm and Dispatchable manner, matching the demand profile provided by the Buying Entity (enclosed as Annexure-B of the RfS).		Requets for clarification: Is demand profile fixed for 25 years (PPA tenure)?	Yes
51	RfS	8.1.b	Demand Fulfilment Ratio (DFR): The RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least 90% on a monthly basis		1. Requesting SECI to kindly allow minimum 75% DFR on monthly basis. Since there are various factor like TL unavailability for Solar and wind plant, weather etc. 2. Since Solar and Wind plant will be located in two different place , so in unavailability of TL or bad weather condition at any location allow component wise generation supply.	The provisions remain unchanged.
52	RfS	8.2.a	In case the DFR demonstrated by the RPD is less than 90% on a monthly basis, for reasons attributable to the RPD, such shortfall in performance shall make the RPD liable to pay the penalty provided in the PSA (Power Sale Agreement) as payable by SECI to Buying Entity and the RPD shall duly pay such damages to SECI to enable SECI to remit the amount to Buying Entity.		Request for clarification: Penalty shall be applicable only on the portion of the shortfall below 90% on monthly basis. *Eg. If DFR for the month is 85%, then RPD is liable to pay the penalty on 5% on the shortfall.*	Please refer to the illustration annexed to the PPA
53	RfS	8.2.c	The detailed list of documents required for verification of energy supply and performance of the Project will be intimated to the RPD subsequent to commencement of power supply.		Request to share the list of documents required for verification.	The list will be shared during the project operational stage
54	RfS	8.3	Any instance of third-party sale of power from the Project by the RPD, while the demand specified in the PPA remains unfulfilled, shall constitute a breach of RPD's obligations under the PPA and make the RPD liable for penalty @1.5 times of extant market rate/kWh (reference rate being the applicable rate on the Indian Energy Exchange (IEX)) for the quantum of such sale).	To be deleted	In such scenario, RPD will be dual penalised; DFR and 1.5 x IEX tariff. LD shall only be applicable in case of Cl. 8.2.	The provisions remain unchanged.
55	RfS	38	In case of revision in Installed Capacity prior to signing of PPA, resulting in an increase in the Installed Capacity being committed by the RPD, the RPD will be required demonstrate the revised Net-Worth requirements based on the revised Installed Capacity.		It is envisaged that 1. RPD can increase the installed capacity after the PPA , Kindly confirm. 2. RPD can change the Plant configuration (solar/wind/ESS percentage) post PPA, kindly confirm. 3. PPA contracted Capacity can be increase based on buyer requirement. Kindly confirm	1. Yes 2. Yes 3. No
56	PPA	4.2.6	ISTS charges and losses on transmission of power, including waiver for RE power, shall be applicable as per extant regulations. Government of India/CERC at its sole discretion, from time to time, issue order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind and solar power till a certain date. In case commencement of power supply from 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 SCSD is on or before the above deadline for ISTS waiver and commencement of power supply from the solar / wind power component of the Project gets delayed beyond the applicable date of waiver of ISTS charges and losses due to reasons solely attributable to the RPD, the liability of inter-state transmission charges and losses would be of the RPD.	Proposed addendum to the clause: **In case the SCSD is on or before the above deadline for ISTS waiver and commencement of power supply from the solar / wind power component of the Project gets delayed beyond the applicable date of waiver of ISTS charges and losses due to FM or delay in GNA operationalization or extended by SECI, the liability of inter-state transmission charges and losses would be of Buying Entity.**		The phrase "due to reasons solely atributable to the RPD" addresses this concern
57	RfS	4.2.iii	Energy Storage Systems (ESS) shall mandatorily constitute part of the Project.	RPDs should be allowed to develop RE configurations to meet tender requirements, including the increase/installation of ESS through tie-ups beyond SCSD, without any restrictions.	As per RfS, ESS shall mandatorily constitute part of the project. It is mentioned that the ESS technology can be changed by the RPD at any time during the Term of the PPA, under intimation to SECI. However, it is not clear if changing the capacity of the ESS will be allowed during this period. Also, it is unclear if establishment of fresh tie-up with a third party for ESS will be allowed during this period. This enables SPDs in incorporating the most cost-effective solutions.	Both the scenarios envisaged in the query are allowed as per the RfS
58		Clause 4.2 (iii)	Energy Storage Systems (ESS) shall mandatorily constitute part of the Project. It is clarified that ESS charged using a source other than RE power would not qualify as RE power. For avoidance of any doubt, it is hereby clarified that ESS may be constituted as part of the Project or may be tied-up separately with a third party by the RPD, for supply of power.	Can the RPD change (increase/decrease) capacity of the ESS during the PPA period.		Yes
59	RfS		Early commencement of power supply will be allowed solely at the risk and cost of the RPD, and first right of refusal for offtake of such power will vest with the Buying Entity. In case the Buying Entity refuses to buy such power, the right of refusal shall vest with SECI	We request that flexibility be given to the developer and the same was also discussed in the meeting of IPPs with the Hon'ble Minister	Developers should be incentivized to achieve early commissioning of the projects, which can be achieved by giving this flexibility if Developer can take the risk of realizing slightly higher tariff outside the PPA during this period.	The provisions remain unchanged.

60			In case of multiple Project components, and if one or more such component (wind or solar PV) is/are ready for injection of power into the grid, but the remaining component(s) is/are unable to commence supply of power, the RPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with the Buying Entity. Subsequent to refusal of such power by the Buying Entity, the right of refusal shall vest with SECI. In case Buying Entity/SECI decides to buy such discrete component's power outside the RfS for 500 MW FDRE Power supply (SECI[1]FDRE-I) PPA, such power shall be purchased @ 50% of the PPA Tariff	We request that flexibility be given to the developer, so that they are incentivized to achieve component commissioning.	This is all the more required, as part commissioning is declared only on proportionate component commissioning, which may be unlikely given the components shall be spread across 3-4 sites and issues at ay one of those is likely to impact any project capacity commissioning (say EHV line). In such a case, since the developer will already be suffering, as an incentive to achieve component commission the project, the option to sell the power should be with the developer only.	The provisions remain unchanged.
61	RfS	7.6	The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity.	- Will there be a dual penalty i.e penalty on shortfall (1.5x of tariff) and additionally penalty for not meeting scheduled power.	Request to please clarify if there will be double penalty for a single non-adherence.	DSM penalty shall be levied outside the PPA, while the penalty for shortfall in performance will be levied as per the PPA
62				- DSM penalty for over injection in case of excess being sold bilaterally.		
63	RfS	45.43 "INSTALLED CAPACITY	"INSTALLED CAPACITY" shall mean the rated capacity of the installed Project components, i.e. Solar PV and Wind Power generating components, along with ESS Components of the Project, as committed in the PPA.	We request to allow the Installed rated capacity to be estimated at RPD's design temperature and particular site conditions in case of separately located plants and not at 50 deg		"Rated capacity" in this case shall mean the capacity (in MW) for which connectivity has been granted to the respective Solar/Wind/ESS component
64	PPA	4.2.6	Additional Clause	"In case the SCSD is on or before the above deadline for ISTS waiver and commencement of power supply from the solar / wind power component of the Project gets delayed beyond the applicable date of waiver of ISTS charges and losses due to reasons not attributable to the RPD, the liability of inter-state transmission charges and losses would not be on RPD."	If substation's SCSD, at the time of application is aligned with Project SCOD, and later on gets delayed beyond Project SCOD, then ISTS transmission charges should not be levied on RPD	The envisaged scenario will be dealt as per applicable regulations/orders issued by the Government
65	PPA	4.2.6	Additional Query		In case we choose one of the substations whose commissioning is scheduled after our Project's scheduled commissioning, will we be eligible for SCOD extension/ generation compensation. Also, what would be the applicability of ISTS transmission charges in this case	Yes, the Project will be eligible for SCSD extension. Applicability of ISTS Charges and losses will be governed by applicable regulations/orders, alongwith provisions of the PPA
66		4.2 (iii)	Energy Storage Systems (ESS) shall mandatorily constitute part of the Project. It is clarified that ESS charged using a source other than RE power would not qualify as RE power. For avoidance of any doubt, it is hereby clarified that ESS may be constituted as part of the Project or may be tied-up separately with a third party by the RPD, for supply of power.	Can the RPD change (increase/decrease) capacity of the ESS during the PPA period.		Yes
67	RfS	8.1 b	Intra-day variation from day ahead schedule would be allowed to the extent that it does not exceed the demand specified in the corresponding time-block. Intra-day variation (if any), shall be intimated at least one time-block prior to the RTM gate closure.	We request SECI to modify the clause as below: Intra-day variation from day ahead schedule would be allowed to the extent that it does not exceed the demand specified in the corresponding time-block. Intra-day variation (if any), shall be intimated at least **30 minutes** prior to the RTM gate closure.	Any alternative power arrangement can be made only on day ahead basis as there is no Green real time market in existence and therefore it may so happen that at the time of RTM gate closure the total scheduled power from RE sources (scheduled at RTM gate closure) + alternatives sources (scheduled on day ahead basis) is more than the specified contracted capacity therefore RPD should be given clearances to sell excess power from its RE assets to the market without requiring NOC. Also The time block definition may change and is likely to be reduced from the current 15 min block. Since the RPD / trading entity would require time to schedule the power, hence we request for 30 minutes advance intimation	The provisions remain unchanged.
68	RfS	8.1 f	The RPD shall offer power such that 100% of the annual energy offered corresponds to RE power. The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements outside the PPA, towards meeting the supply conditions stipulated in the RfS/PPA.	We request SECI to modify the clause as below: The RPD shall offer power such that 100% of the annual energy offered corresponds to RE power. The RPD can, however, source up to 5% RE power (in energy terms) or **RE equivalent (Non RE + REC)**, on annual basis, from the green market sources/bilateral agreements (Alternative sources) outside the PPA, towards meeting the supply conditions stipulated in the RfS/PPA. **RPD may supply non RE power balanced with an equivalent REC's or any other mechanism such that the supplied energy will be treated as Renewable energy, as per applicable Regulations.**		The provisions remain unchanged.
69	PPA	4.4.4-4.4.7	The RPD shall offer power such that 100% of the annual energy offered corresponds to RE power. The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/other bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA. The RPD may also sell the power available within Contracted Capacity and above the specified capacity for a particular time-block to any third-party or power exchange without requiring NOC from the Buying Entity.	We understand that when RPD has already exhausted the annual limit to source 5% RE power from green market sources/other bilateral agreements , it cannot purchase further from these markets to meet its obligations under PPA even if power is available in such markets. In such scenario.i.e when RPD exhausted 5% RE power purchase limit, we understand that RPD can still buy power from market to charge its storage system and discharge it as it deems fit (Ancillary services, sell in any eligible PX or bilateral market segments etc) with out attracting penalty specified in clause 8.3 of RFP/4.4.7 of PPA		The understanding is agreed to.
70	RfS	9.2.d.i	The Contracted Capacity shall stand reduced/amended to the capacity corresponding to the Installed Capacity that has commenced supply of power until the date as per Clause 9.2.b. above, and PPA for the balance Contracted Capacity will stand terminated.	If the RPD is unable to install up to 5% of the total installed capacity committed under the tender and the RPD is ready to comply with the RFS / PPA conditions with the reduced installed capacity for full contracted capacity, SECI shall reduce such quantum of shortfall of installed capacity.In case part of the capacity is balance to be installed post the maximum time period allowed for commencement of power, the Contracted capacity may not be reduced in the same proportion if the RPD accepts the full compliance under the PPA with the reduced installed capacity. Such reduction in Installed capacity may be limited to 5% and may be exercised post the PBG encashment for the uninstalled capacity	Since most of the projects face higher RoW and execution challenges towards the end of the project, we request SECI to kindly provide the flexibility in reducing the installed capacity upto 5% post encashment of PBG while retaining the Contracted capacity	The provisions remain unchanged.
71	RfS	45.19	"ENERGY STORAGE SYSTEMS" or "ESS" shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at one time for use at a later time.	Can Hydro with pondage be classified under the ESS?		Yes

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.