

SOLAR ENERGY CORPORATION OF INDIA LIMITED																		
NEW DELHI																		
Ref No. SECI/C&P/IPP/15/0017/25-26/Clarification-01				Date: 19-03-2026														
Clarifications to the queries on the RIS Document for setting up of 1200 MW/9600 MWh Pumped Storage Plants in India under Tariff-Based Global Competitive Bidding (PSP-I) (RIS No. SECI/C&P/IPP/15/0017/25-26 dated 26.12.2025)																		
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response												
1	RIS	8.1.d.ix	It shall be the responsibility of the PSPD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the PPA. Outage time as a result of replacement will also be counted as an "Accountable PSP Outage" for the purpose of computing PSP Availability.	It shall be the responsibility of the PSPD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the PPA. Outage time as a result of replacement will also be counted as an "Accountable PSP Outage" for the purpose of computing PSP Availability, however the PSP Developer shall be allowed to supply through an alternate PSP source as per supply obligations outlined in RIS and PPA	--	Tender conditions remain unchanged.												
2	RIS	11	Early commissioning of the Project will be allowed solely at the risk and cost of the PSPD, and SECI shall purchase the capacity from such early commissioned Project at PPA charges (for the Contracted Capacity), only in case the Buying Entity agrees to purchase the capacity at an earlier date, and at the PPA tariff plus SECI's facilitation charges in the form of trading margin.	- In case of part commissioning before the SCSD, the Developer may offer and thereafter, the Procurer may procure, on mutual agreement , the capacity at 110% (one hundred & ten per cent) of the AFC pro-rated for the capacity made available for the duration between date of part commissioning and a mutually agreed date not later than the date SCSD. - In case of early full commissioning of contracted capacity, before the SCSD, the Developer may offer and the Procurer may procure the capacity at 110% (one hundred & ten per cent) of the AFC on pro-rated for the duration between date of early full commissioning and a mutually agreed date not later than the SCSD . Further, upon procurement of capacity pursuant to early part or full commissioning, the Procurer shall provide the adequate charging power for such period, as per the provisions of the PPA.	The suggested changes enables early supply based on mutual agreement and also incentivizes Developers for early commissioning through a 110% AFC premium, and provide Procurers with flexible access to additional capacity if beneficial. This arrangement encourages timely project execution, enhances peak supply availability for Procurer. Overall, it creates a win-win framework for both parties while supporting system needs. Such an arrangement would enable the Developer to place a more competitive Bid, as it envisages a higher return as an incentive for the period before the SCSD	Tender conditions remain unchanged.												
3	RIS	8.2.ii	<table border="1"> <thead> <tr> <th>RtE Deviation below RtE calculated based on declared Cycle Loss</th> <th>Excess Input Energy to be billed at</th> </tr> </thead> <tbody> <tr> <td>≤10%</td> <td>1.5x monthly average of prevailing Marginal Clearing Price (MCP) of the Day Ahead Market (DAM), or any equivalent power market, discovered on all the power exchanges operating in India in that particular month</td> </tr> <tr> <td>>10%</td> <td>2.x monthly average of prevailing Marginal Clearing Price (MCP) of the Day Ahead Market (DAM), or any equivalent power market, discovered on all the power exchanges operating in India in that particular month</td> </tr> </tbody> </table>	RtE Deviation below RtE calculated based on declared Cycle Loss	Excess Input Energy to be billed at	≤10%	1.5x monthly average of prevailing Marginal Clearing Price (MCP) of the Day Ahead Market (DAM), or any equivalent power market, discovered on all the power exchanges operating in India in that particular month	>10%	2.x monthly average of prevailing Marginal Clearing Price (MCP) of the Day Ahead Market (DAM), or any equivalent power market, discovered on all the power exchanges operating in India in that particular month	<table border="1"> <thead> <tr> <th>RtE Deviation below RtE calculated based on declared Cycle Loss</th> <th>Excess Input Energy to be billed at</th> </tr> </thead> <tbody> <tr> <td>≤10%</td> <td>1.5 x Average power purchase cost (APPC (excluding Renewables and Transmission Charges) (Ex-Bus)) notified/approved/issued for the year by CERC</td> </tr> <tr> <td>>10%</td> <td>2 x Average power purchase cost (APPC (excluding Renewables and Transmission Charges) (Ex-Bus)) notified/approved/issued for the year by CERC</td> </tr> </tbody> </table>	RtE Deviation below RtE calculated based on declared Cycle Loss	Excess Input Energy to be billed at	≤10%	1.5 x Average power purchase cost (APPC (excluding Renewables and Transmission Charges) (Ex-Bus)) notified/approved/issued for the year by CERC	>10%	2 x Average power purchase cost (APPC (excluding Renewables and Transmission Charges) (Ex-Bus)) notified/approved/issued for the year by CERC	The proposed billing mechanism for excess input energy arising due to Round-trip Efficiency (RtE) deviation is intended to fairly compensate the Buyer for additional energy drawn from the grid while avoiding undue penalization of the Developer. Linking the settlement of excess input energy to the Average Power Purchase Cost (APPC), rather than volatile market prices , provides a stable, predictable, and cost-reflective benchmark aligned with the actual cost incurred by the Buyer. Further, differentiating the charges based on deviation slabs (≤10% and >10%) ensures proportional accountability, discourages inefficient operation beyond acceptable limits, and incentivizes the Developer to maintain the declared cycle loss and RtE performance. This approach balances operational realities of storage systems with consumer interest, ensures transparency in settlement, and aligns with prevailing regulatory principles notified/approved by CERC.	Tender conditions remain unchanged.
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4	RIS	8.1 d iv	The Bidder shall declare the Monthly Cycle Loss (%) for the PSP in Format 7.1 at the time of bid submission and the same shall be less than 25%. Based on the declared Monthly Cycle Loss (%) by the Bidder, the calculated AC to AC roundtrip efficiency (RtE) of the system shall be more than 75% on monthly basis. The PSPD shall be liable for penalty to the off taker, if any, on account of excess conversion losses.	The Bidder shall declare the Annual Cycle Loss (%) for the PSP in Format 7.1 at the time of bid submission and the same shall be less than 25%. Based on the declared Annual Cycle Loss (%) by the Bidder, the calculated AC to AC roundtrip efficiency (RtE) of the system shall be more than 75% on annual basis. The PSPD shall be liable for penalty to the off taker, if any, on account of excess conversion losses.	In practise several factors influence the cycle loss in a pumped hydro project: 1. Efficiency of Turbines and Pumps 2. Water Loss (Summer Season): Climate conditions, such as temperature and precipitation, can influence the availability of water in the reservoir and reduce the overall efficiency of the hydroelectric system. 3. Water Gain (Monsoon Season): Climate conditions, such as rainfall can influence the availability of water and increase the overall efficiency due to additional water availability in upper reservoir. Due to above reasons, Cycle loss can be high during summer season despite having same Turbine-generator efficiency of the PSP and low during monsoon season. Due to the above-mentioned factors, cycle loss can have a seasonal variation. Hence, monthly adjustment of MFC based on cycle loss would lead to reduction in MFC in certain months while there will no occasion for recovery of the same by the PSP developer. Hence, monthly adjusted cycle loss criteria will reduce the net revenue receipt of the PSP developer and to compensate for the same, he shall have to increase the quoted AFC. a. Since only Annual Cycle Losses are declared by bidders. For calculating MFC, the monthly declared cycle loss should be deemed to be 25%. b. Final AFC as per successful bid should be considered. MFC should be equal to AFC / 12. c. APPR is for conventional sources only. For RE, the corresponding power costs may be lower. Hence penalty charge to be revised accordingly. Hence, it is requested that MFC should be paid as per quoted final AFC by the successful bidder. Annual Cycle loss shall be calculated at the end of the year based on Cycle loss for the preceding year and any reduction in the actual cycle loss wrt declared cycle loss shall be penalised and adjusted only at the end of year in the successive MFC invoice.	Tender conditions remain unchanged.												
5	RIS	8.1.f	In case the Availability of energy is more than the minimum requirement as specified in the PPA, the PSPD will be free to sell it to any third party without providing the first right of refusal to SECI/End Procuree(s). In such cases, the PSPD shall forego the option of availing incentive as per Clause 8.3.i. below of the RIS.	With reference to the above-mentioned clause, it is submitted that the proposed provision is unfair as it leads to unintended loss of incentive for the PSPD despite working hard for the same. The higher Availability is being offered by the Developer to the Procurer, it is the will of the Procurer to avail it or not. Hence, the unutilized higher availability to be availed by PSPD is post decision of procurere to avail it or not. Hence, the decision of Procuree to not avail that capacity should not lead to loss of hard earned incentive by the PSPD. This may be used by the Procuree to avoid payment of incentive by PSPD. This may act as a disincentive for maintaining higher availability levels. It is therefore requested to modify the clause to ensure that incentives are still applicable for availability achieved beyond the minimum threshold, even if surplus energy is sold to third parties, so long as the minimum availability obligations under the PPA are met.		This clause is to be read in conjunction with Clause 8.3.i of the RIS document. While the developer is free to sell the capacity to a third party under this clause, there may be a scenario where the developer and the buyer agree for offtake over and above the minimum Availability, the developer will be eligible for incentive under Clause 8.3.i of the RIS.												

6	RFS	20.3	As part of the Payment Security Deposit, as stipulated in the RIS, the PSPD shall undertake to pay PSM charges at ₹5.00 lakh per MW	With reference to the clause on Payment Security Deposit (PSD) requiring the PSPD to undertake payment of PSM charges at ₹5.00 lakh per MW, it is observed that this provision results in a significant upfront cash outflow. For instance, for a contracted capacity of 50 MW, the PSPD would be required to arrange ₹25 crore at the time of project commissioning. Such a substantial cash outlay at commissioning materially impacts project cash flows and financing, and is likely to lead to an increase in the quoted bid value. It is therefore requested to review and rationalize this requirement so as to reduce the upfront financial burden on bidders.	--	Tender conditions remain unchanged.
7	RIS	8.1.a.i	The Bidder shall declare the Monthly Cycle Loss (MCL) in percent (in Format 7.1) for the Project at the time of bid submission and the same shall be less than 25%.	The Bidder shall declare the Annual Cycle Loss (ACL) in percent (in Format 7.1) for the Project at the time of bid submission and the same shall be less than 25%.		Tender conditions remain unchanged.
8	RIS	8.1.d.ii	Amount of such penalty shall be 1.5 times the Monthly Capacity Charges (INR/MW/Month) for the capacity not made available in a particular Contract Year.	Kindly change so that the penalty for non-availability of contracted capacity is to be assessed on an annual basis based on the deficit in Annual Contracted Capacity Availability (%) , instead of being applied on a monthly capacity charge basis for a particular Contract Year.		Tender conditions remain unchanged.
9	RIS	8.2.ii	The PSPD can draw auxiliary power from Interconnection point. Separate meter would be arranged by PSPD to measure auxiliary consumption which will be billed by Buying Entity. Arrangement of power for auxiliary consumption is under scope of the PSPD	It is requested to reconsider and remove the clause requiring the PSPD to arrange and draw auxiliary power from the Interconnection Point with separate metering and billing by the Buying Entity, as the auxiliary power consumption of a PSP is already factored into the Round-trip Efficiency (RtE) of the plant declared in the bid . Accordingly, separate procurement and billing of auxiliary power may lead to double accounting of losses and is therefore not required.		It is clarified that auxiliary power consumption will be a part of the RtE calculation, this clause does not mandate separate metering arrangement for auxiliary consumption. The clause has been suitably modified. Kindly refer to the amendments.
10	RIS	19.1	Bidders selected by SECI based on this RIS shall submit Performance Bank Guarantee (PBG) for a value @ INR 27,75,000/MW (Indian Rupees Twenty-Seven Lakh Seventy-Five Thousand Only/MW) per....	It is requested to consider reducing the Performance Bank Guarantee (PBG) amount, as the stipulated value of INR 27,75,000 per MW is relatively high. A reduction to approximately 50% of the currently specified amount is suggested, which would still adequately safeguard the Buying Entity's interests while improving bid viability and encouraging wider participation	The currently stipulated value of INR 27,75,000 per MW is relatively high compared to the PBG levels observed in other recently issued PSP tenders, where the required amounts were significantly lower. For eg. APDCL PSP Tender (Tender No. APDCL/CGM(Com&EE)/PSP/2025/14) & TNPDC PSP Tender (Tender No. 01/TNPDC/500 MW Peak Power/5 YRS.2025) in which the PBG to be submitted was for a value of INR 12,00,000 per MW	Tender conditions remain unchanged.
11	RIS	20	Success Charges: The Selected Bidder shall have to pay INR 1,00,000/MW (Rupees One Lakh/MW) + applicable GST, corresponding to the Contracted Capacity awarded as per the LoA, to SECI towards administrative overheads, Project monitoring activities, coordination with State Authorities and others, DISCOM/CTU, pre-commissioning and commissioning expense, etc. 1st installment of the Success Charges, i.e. 50% of the above amount shall be paid to SECI within 30 days after issuance of LoA, and remaining 50% amount (i.e. the 2nd installment of the Success Charges) shall be paid prior to deadline as per Clause 22.4 of the RIS.	With reference to the clause on Success Charges, it is requested to consider reducing the Success Charges from INR 1,00,000/MW to INR 50,000/MW . Further, it is proposed that the entire Success Charges amount be payable at the time of signing of the Storage Agreement , instead of in two installments linked to the issuance of LoA and timelines under Clause 22.4 of the RIS		Tender conditions remain unchanged.
12	RIS	22.9	In case the Project is ready for part/full utilization of capacity but the PPA has not been signed, No Objection Certificate (NOC) may be issued to PSPD (if sought by the PSPD) for third Party Sale of capacity from the Project until signing of PPA. The NOC so granted shall be withdrawn by SECI once the readiness of off-take of the capacity as per PPA is intimated by SECI with a notice period of 7 calendar days.	It is suggested that, in cases where the Project is ready for part or full utilization of capacity but the Storage Agreement has not yet been signed, the requirement of obtaining a No Objection Certificate (NOC) from SECI for third-party sale of capacity may be dispensed with until the signing of the Storage Agreement. This would allow the PSPD to utilise available capacity efficiently during the interim period, while continuing to comply with contractual obligations upon execution of the agreement and subsequent intimation by SECI.		The Clause is self-explanatory.
13	RIS		New Clause	The Developer shall be permitted to supply power to the Procurer through an alternative PSP source prior to SCOD of the Storage Agreement and also post SCOD of the contract capacity, subject to the terms and conditions of the RIS and applicable regulations.		Tender conditions remain unchanged.
14	RIS		New Clause	The Developer shall be permitted to supply power to Procurer through an alternative source, provided that the Developer shall bear all applicable charges and losses up to the Delivery Point, including any other statutory or regulatory charges, if applicable, arising from such arrangement.	This will reduce risk of any delay due to reason beyond control of the Developer, ensuring timely and uninterrupted supply to the Procurer with same terms and conditions as outlined in the PPA.	Tender conditions remain unchanged.
15	RIS	Clause 8.3.ii	Demonstration of reduction in declared Cycle Loss: Incentive (RtE) = (A - B)*C If RtE Deviation above RtE calculated based on declared Cycle Loss > 10%: Less Input Energy to be billed at: 2 x monthly average of prevailing Marginal Clearing Price (MCP) AND If RtE Deviation above RtE calculated based on declared Cycle Loss > 10%: Less Input Energy to be billed at: 2 x monthly average of prevailing Marginal Clearing Price (MCP)	Demonstration of reduction in declared Cycle Loss: Incentive (RtE) = (A - B)*C If RtE Deviation above RtE calculated based on declared Cycle Loss ≤10%: Less Input Energy to be billed at: 1.5 x monthly average of prevailing Marginal Clearing Price (MCP) AND If RtE Deviation above RtE calculated based on declared Cycle Loss > 10%: Less Input Energy to be billed at: 2 x monthly average of prevailing Marginal Clearing Price (MCP)	The incentive should be provided for improvement in RtE below 10% also to motivate PSPDs for better performance. A higher incentive for improvement beyond 10% can be considered as suggested	Tender conditions remain unchanged.
16	RIS	Format 7.4 Clause 27.d	Board Resolutions, as per prescribed formats enclosed as per Format 7.4 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:	Clarification	In cases where the Bidder has already obtained Board approval for development of the PSP, please clarify whether submission of a fresh Board Resolution in the prescribed format is mandatory. Since the Board Resolution approving the development of the PSP has already been passed, it may not be feasible to obtain another resolution in the same matter. Accordingly, it is requested that the existing Board Resolution, duly approved by the Bidder's Board in its own format, be accepted.	Tender conditions remain unchanged.

17	RIS	BID INFORMATION SHEET Point (G) BID PROCESSING FEE	INR 20,000/MW + applicable GST corresponding to the quoted capacity subject to a maximum amount of INR 20,00,000 + applicable GST for the response to RIS, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RIS.	Rs. 10,000 + 18% GST for each Project, for the response to RIS, to be submitted through NEFT/RTGS transfer in the account of SECI, along with the response to RIS.	Bid Processing Fee is higher than the PSP tenders issued by state discoms (UPPCL, APDCL etc.).	Tender conditions remain unchanged.
18	RIS	BID INFORMATION SHEET Point (H) EARNEST MONEY DEPOSIT (EMD)	Amount: INR 11,10,000/- per MW (Indian Rupees Eleven Lakh Ten Thousand per MW Only) to be submitted in the form of Bank Guarantee/ POI/ Surety Bond along with the response to RIS.	Amount: INR 5.0 Lakh/- (Indian Rupees Five Lakh only) per MW per Project, subject to maximum INR 25 Cr. to be submitted in the form of Bank Guarantee/ POI/ Surety Bond along with the response to RIS.	EMD amount is twice compared to PSP tenders issued by state discoms (UPPCL, APDCL etc.).	Tender conditions remain unchanged.
19	RIS	Clause 7.9 Connectivity with the Grid	In order to remove potential discrepancies..... by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity , as per the Regulations in force,	In order to remove potential discrepancies..... by themselves, at the concerned RLDC where the PSP is located , as per the Regulations in force,	As per the provisions of Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 , the Generators (as well as ESS including pumped storage plant) are required to submit their schedules to the concerned RLDCs only.	The phrase "as per the Regulations in force" in this clause addresses the query.
20	RIS	Clause 8.2.iii	For avoidance of any doubt, Penalties as specified above are mutually exclusive and independent, therefore, in case of levying of Penalty against Annual Average Availability and Round-Trip Efficiency, both penalties shall be payable by the PSPD.	Requesting to delete this clause.	During the periods of partial availability leading to part load operations, the cycle efficiency will also be impacted. This is a cascading effect and not an independent non-performance. Hence, penalising the PSPD two times for the same event should be avoided.	Tender conditions remain unchanged.
21	RIS	Clause 20.1	Success Charges: The Selected Bidder shall have to pay INR 1,00,000/MW (Rupees One Lakh/MW) + applicable GST, corresponding to the Contracted Capacity awarded as per the LoA, to SECI towards administrative overheads, Project monitoring activities, coordination with State Authorities and others, DISCOM/CTU, pre-commissioning and commissioning expense, etc. 1st installment of the Success Charges, i.e. 50% of the above amount shall be paid to SECI within 30 days after issuance of LoA, and remaining 50% amount (i.e. the 2nd installment of the Success Charges) shall be paid prior to deadline as per Clause 22.4 of the RIS.	We suggest that Success Fee to SECI to be given only post signing of Pumped Storage Sale Agreement (PSA) with Buying entities.	It is suggested that SECI ties up with the buying entities at the earliest, so that the storage capacity from PSPs commissioned earlier than SCSD, can be offered to them. This would result in lower storage costs. Even SECI will gain from the trading in the period before SCSD.	Tender conditions remain unchanged.
22	RIS	Clause 30.2	II. Financial Bid (Second Envelope) As part of financial bid submission, only a single tariff, i.e. the Monthly Capacity Charge (INR/MW/Month) for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal.	II. Financial Bid (Second Envelope) As part of financial bid submission, only a single tariff, i.e. the Monthly Capacity Charge (INR/MW/Month) excl GST for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal.		Please refer to Clause 30.2.III.(c) of the RIS document.
23	RIS	Clause 42.1 The "tariff" in this section, will refer to the Monthly Capacity Charges (INR/MW/Month) quoted by the bidders..... The "tariff" in this section, will refer to the Monthly Capacity Charges (INR/MW/Month) excl GST quoted by the bidders.....		Please refer to Clause 30.2.III.(c) of the RIS document.
24	RIS	Clause 42.3The tariff shall be quoted in Indian Rupees per MW per month in whole numbers only (no decimal places allowed).The tariff shall be quoted in Indian Rupees per MW per month excl GST in whole numbers only (no decimal places allowed).		Please refer to Clause 30.2.III.(c) of the RIS document.
25	RIS	Annexure to Format 7.8/7.8A		Clarification	Is this restriction applicable to bidding entity participating in the bid or it is applicable to an Indian company too sourcing equipment from the countries having common borders with India?	The procurement shall be as per OM No. F.7/10/2021-PPD(1) dated 23.02.2023, including subsequent amendments and clarifications thereto, issued by Department of Expenditure, MoF, Govt of India.
26	RIS	Clause 38 Clause 39	Technical Eligibility Criteria Financial Eligibility Criteria	Clarification	Please confirm that the bidder may fully rely on 100% of the experience of its Affiliates.	The Clause is self-explanatory.
27	RIS	Clause 46.62	"TRADING MARGIN" shall mean the facilitation charges in the form of margin on procurement and supply of Contracted Capacity from the PSP to the Buying Entity by the Intermediary Procurer, i.e. SECI, under this RIS. The Trading Margin/facilitation charges payable to SECI shall be equal to 1% of the applicable Monthly Capacity Charges (INR/MW/Month), plus applicable GST	Clarification	Will the PSPD pay any Trading Margin to SECI?	The trading margin shall be paid by the Buying Entity.
28	RIS	Annexure - A	First Time Energisation: The Developer shall be responsible for complying with the "First Time Energisation" procedure available at the Grid India website as per the IEGC Regulations 2023.	First Time Energisation: The Developer shall be responsible for complying with the "First Time Energisation" procedure available at the Grid India website as per the IEGC Regulations 2023. The input energy for the first time energization, commissioning, and testing till CoD for the contacted capacity shall be provided free of cost by the Buyer.	To commission the PSP and facilitate initial testings and operation, pumping power will be required. Otherwise, the PSPD will have to build the cost of such power purchase leading to a higher AFC.	Tender conditions remain unchanged.
29	RIS	Clause 32	The Bidder shall submit the response to RIS which shall remain valid up to the date as on 12 months from the last date of submission of response to RIS ("Bid Validity").	The Bidder shall submit the response to RIS which shall remain valid up to the date as on 6 months from the last date of submission of response to RIS ("Bid Validity").	The bid validity period is excessively long for the PSPD, particularly considering that post-LOA, SECI will take time to identify and contract with the Buying Entity. During this period, the PSPD will be required to lock its contracted PSP capacity with SECI and will be unable to tie up the same capacity with other procurers in the market. This will result in prolonged uncertainty regarding the PSPD's project tie-up. Accordingly, we request that the bid validity period be amended to 6 months or any other extended date as mutually agreed between the PSPD and SECI.	Tender conditions remain unchanged.

30	RIS	Clause 42.5	The Total Storage Cost (INR/MW/Month) shall be calculated as follows: Total Storage Cost (TSC) = Component A * (1 + Component B) Whereas, Component A- Monthly Capacity Charge (INR/MW/Month) quoted by the Bidders in Financial Bid Component B- Declared Cycle Loss (%) by the Bidders in Format 7.1 of Techno-commercial Bid	The Total Storage Cost (INR/MW/Month) shall be calculated as follows: Total Storage Cost (TSC) = Component A * (1 + Component B) / Component C Whereas, Component A- Monthly Capacity Charge (INR/MW/Month) quoted by the Bidders in Financial Bid Component B- Declared Cycle Loss (%) by the Bidders in Format 7.1 of Techno-commercial Bid Component C: Annual Availability		Tender conditions remain unchanged.
31	RIS	Clause 8.1.d	iii. "Availability" of the Project shall mean the ability of the PSP to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by the Buyer, subject to the minimum system ratings specified herein.	iii. "Availability" of the Project shall mean the ability of the PSP to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by the Buyer, subject to the minimum system ratings specified herein. 100% deemed availability shall be considered in case of charging power not provided by the Procurer due to whatsoever reason and PSPD has declared the PSP available.		Tender conditions remain unchanged.
32	RIS	Clause 10	New sub- clause to be inserted	In case delay in commissioning of PSP is caused due to delay in getting GNA for drawal of power by the Buying Entity, the PSP will be deemed as available and the PSPD should be compensated for the deemed availability.	This clause covers delays in obtaining GNA only when the delay is due to a Government Authority or related authority.	In such case, the SCD will be extended on commensurate basis. However, the suggestion regarding deemed availability is not agreed to.
33	RIS	Clause 11	Early commissioning of the Project will be allowed solely at the risk and cost of the PSPD, and SECI shall purchase the capacity from such early commissioned Project at the PPA charges (for the Contracted Capacity), only in case the Buying Entity agrees to purchase the capacity at an earlier date, and at the PPA tariff plus SECI's facilitation charges in the form of trading margin.	a) In case of part commencement before the SCSD, Procurers shall procure capacity at 100% of the AFC pro-rated for the capacity made available for duration between date of part commencement and SCSD. Provided that, for any capacity made available by the Developer before 01st January 2029, Buyers shall have the right but not the obligation to procure such capacity. b) In case of early full commencement of contracted capacity, before the SCSD Procurers procure capacity at 100% (hundred per cent) of the AFC on pro-rated for the duration between date of early full commencement and SCSD. Provided that, for any capacity made available by the Developer before 01st January 2029, Buyers shall have the right but not the obligation to procure such capacity.	Suggested amendment is inline with other PSP Storage tenders issued by State Discoms (e.g. UPPCL, MPPMCL etc.)	Tender conditions remain unchanged.
34	RIS	Clause 7.1	The Project should be designed for interconnection with the ISTS/InSTS network in accordance with the prevailing CERC/SERC regulations in this regard. In case the Buying Entity is located in the same State where the Project is located, the PSPD may choose to interconnect the Project at the STU/InSTS substation at a minimum voltage level as per the applicable State regulations. The relevant provisions of the RIS, PPA and PSA documents referring to the ISTS Substations as the Delivery Point shall also mean STU/InSTS substations, wherever applicable.	The Project should be designed for interconnection with the ISTS/InSTS network in accordance with the prevailing CERC/SERC regulations in this regard. In case the Buying Entity is located in the same State where the Project is located, the PSPD may choose to interconnect the Project at the STU/InSTS substation at a minimum voltage level as per the applicable State regulations. The relevant provisions of the RIS, PPA and PSA documents referring to the ISTS Substations as the Delivery Point shall also mean STU/InSTS substations, wherever applicable.	Request to keep only one Delivery point (ISTS Network) for ease of bid evaluation and to keep all bidders at par.	Tender conditions remain unchanged.
35	RIS	Clause 46.2	"CONVERSION LOSS/CYCLE LOSS" shall mean the efficiency loss borne by the Project on account of conversion of energy from one form to another during each cycle.	"CONVERSION LOSS/CYCLE LOSS" shall mean the efficiency loss borne by the Project on account of conversion of energy from one form to another during each cycle at rated capacity .	Efficiencies vary at different load points. From a standard definition point of view, the design efficiency is always declared at the rated capacity or full load operation.	Tender conditions remain unchanged.
36	RIS	8.1.d.ii	Amount of such penalty shall be 1.5 times the Monthly Capacity Charges (INR/MW/Month) for the capacity not made available in a particular Contract Year.	It is requested to reduce the penalty for availability shortfall to 1x Monthly Capacity Charges (INR/MW/Month) for the capacity not made available in a Contract Year.	i. A penalty level of 1x Monthly Capacity Charges is adequate to compensate the Buyer for under-recovery. ii. Higher penalties may disproportionately impact PSPDs despite availability shortfalls being partially influenced by external factors such as grid instructions and system conditions.	Tender conditions remain unchanged.
37	RIS	8.2.ii	Penalty (RtE) = (A - B)*C where C = 1.5X Avg Monthly MCP of DAM if RTE <= 10% and C=2XAvg Monthly MCP of DAM if RTE >10%	It is requested that excess energy due to RTE deviation be billed at actual cost or at 1x the average monthly MCP , instead of 1.5x or 2x MCP.	i. PSP charging typically occurs during daytime or off-peak hours , when energy prices are comparatively lower. ii. Applying penalties at 1.5x or 2x average monthly MCP results in excessive and disproportionate penalisation of the PSPD, which is not reflective of the actual economic impact to the Buyer.	Tender conditions remain unchanged.
38	RIS	18.1	Earnest Money Deposit (EMD) of INR 11,10,00,000/MW (Indian Rupees Eleven Lakh Ten Thousand Only/MW) per Project	It is requested to reduce the EMD to INR 5 lakh/MW .	i. An EMD level of INR 5 lakh/MW is consistent with recent PSP tenders issued by UPPCL and TGGENCO . ii. Lowering EMD would encourage wider participation while continuing to ensure bidder seriousness.	Tender conditions remain unchanged.
39	RIS	19.1	Performance Bank Guarantee (PBG) of INR 27,75,000/MW (Indian Rupees Eleven Lakh Ten Thousand Only/MW) per Project	It is requested to reduce the PBG to INR 7-12 lakh/MW .	i. The proposed PBG range is aligned with other PSP tenders issued by UPPCL, MPPCL, and TGGENCO . ii. Excessively high PBG requirements increase financial burden during project development and adversely impact project viability without proportionate risk mitigation benefit.	Tender conditions remain unchanged.
40	RIS	42,6,45,2,45,3, 35	SECI's right to Annul	It is requested to clarify that SECI's right to annul the bidding process shall be exercised for recorded reasons , and that bidders shall not be subjected to forfeiture or adverse consequences in such cases	i. Broad annulment rights without stated safeguards may create uncertainty and discourage serious participation. ii. Providing transparency and protection against penal consequences aligns with principles of fairness and natural justice.	Tender conditions remain unchanged.
41	RIS	45.4	In case of delay in signing of PPA beyond 12 months from the date of issuance of LoAs, or any other extended date as mutually agreed between SECI and the successful Bidder, the Successful Bidder may choose to exit from this tender.	It is requested to clarify that in case of delay in signing of PPA beyond the stipulated period due to reasons not attributable to the Successful Bidder, the bidder may exit without any financial or penal consequences , including forfeiture of EMD.	i. Delays in PPA execution may arise due to administrative or external factors beyond bidder control. ii. Protection against penal exposure in such cases is essential for equitable risk allocation.	The Clause is self-explanatory.
42	RIS	17 e	Approval of water allocation from the concerned authority.	Limit the requirement to Project Registration / MoU with the respective State Government, without mandating prior water allocation at bidding stage.	PSP development guidelines and water allocation modalities differ significantly across States. Project Registration or MoU with the State Government provides adequate enabling framework for subsequent water allocation. This suggested approach is consistent with recent PSP tenders issued by various States and allows equitable participation.	Tender conditions remain unchanged.
43	RIS	17 a, d	Submission of EC and FC Stage-I at bid stage.	Relax the requirement to submission of recommendation of Terms of Reference (ToR) from MoEF&CC at bid stage .	PSP development has gained momentum only recently, and only a few early projects have secured EC/FC Stage-I. So, seeking full EC/FC Stage-I at bid stage excludes otherwise capable developers. Further, submission of recommendation of ToR ensures regulatory oversight while enabling fair techno-commercial competition under the TBCB framework.	Tender conditions remain unchanged.

44	RIS	7.8	The PSPD shall comply. DSM penalties, if any, shall be levied separately on the respective entities as applicable, at their respective ends for the charging and discharging activities.	Kindly clarify following: Developers shall be responsible for DSM charges during the discharge mode i.e. generating mode and during the pumping mode i.e. charging of PSP. Any deviations charges on source of charging power and procurer drawl shall not be borne by Developer	Clarity on DSM charges is necessary, and Developer shall be responsible for deviations during generation mode and pumping mode i.e. charging of PSP.	The DSM penalties shall be governed by the CERC regulations notified vide regulation No. L-1/260/2021/CERC dated 05.08.2024 and any subsequent amendments/clarifications thereto.
45	RIS	17	The PSPDs are required to obtain all necessary clearances and permits as required for setting up the Projects, including but not limited to the following: a.Environmental clearance issued for the Project. b. MoU/Site allotment letter issued by the respective State Government of the proposed Project location. c.Approved Detailed Project Report (DPR) d.Forest Clearance (Stage-I) for the Project. e.Approval of water allocation from the concerned authority. f. Statutory clearances including concurrence under Section 8 of the Electricity Act. g. In case of Projects being set up in the States of Gujarat & Rajasthan, the PSPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof. h. Any other clearances as may be legally required, in order to establish and operate the Project. The above clearances, as applicable for the Project, will be required to be submitted to SECI at the time of bid submission to SECI.	Kindly modify the clause as below: The PSPDs are required to obtain all necessary clearances and permits as required for setting up the Projects, including but not limited to the following: a. <u>Application for</u> Environmental clearance for the Project <u>submitted to MoEF</u> . b. MoU/Site allotment letter issued by the respective State Government of the proposed Project location. c. <u>Submitted</u> Detailed Project Report (DPR) <u>to CEA for appraisal</u> . d. <u>Application for</u> Forest Clearance (Stage-I) for the Project. e. In case of Projects being set up in the States of Gujarat & Rajasthan, the PSPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof. The above clearances, as applicable for the Project, will be required to be submitted to SECI at the time of bid submission to SECI. Rationale: All approvals would not be in place at the time of bidding for any PSP & this will severely restrict the competition.	All approvals would not be in place at the time of bidding for any PSP & this will severely restrict the competition. Most of the PSP are under Survey & Investigation and only few PSPs are under construction which are slated for commissioning up to Oct-2028. In order to bring in the more competition from such projects which are undertaking the DPR approval, EC and FC clearances requirement should be limited to submit following documents at the time of bid submission and remaining documents to be submitted at the time of Financial Closure. Keeping a reasonable timeline of 48 months for SCOD shall ensure that most of the projects are eligible for submitting the bid and further, responsibility for taking approvals shall be of the Developer	Tender conditions remain unchanged.
46	RIS	38.2 & 38.3	The Bidder should have executed in the last 05 (Five) years, a Developer or an EPC Contractor must have developed, constructed, or operated one or more projects in area of Power/ Steel/ Oil and Gas/ Petrochemical/Fertilizer/ Cement/Coal mining including Coal handling plant and/or any other process industry/infrastructure sector of a cumulative value of calculated @ INR 5.55 Crore/MW or more corresponding to the cumulative quoted capacity and the same must have been in operation for at least 06 (six) months prior to the date of bid submission. Further, in addition to the above, each such Project as demonstrated in Clause 38.2 above shall be worth at least INR 55.5 Crore and the same must have been in operation for at least 06 (six) months prior to the date of bid submission.	Request you to kindly modify/clarify the clause such that revenue receipt from Distribution and Transmission Sector shall also qualify for meeting the technical qualification criteria	TBCB guidelines allows experience from Infrastructure Sector projects as notified by Government. Infrastructure Sector notified by govt includes Power Sector which covers Generation, Transmission and Distribution. Further, Model Bidding Documents issued by Ministry of Power for procurement of power from Thermal power plants allows the revenue from distribution and transmission projects/sector. Kindly refer page no 22, 37 to 40 of the PDF for Model Bidding Documents issued by Ministry of Power.	"Power sector" covers distribution and transmission sectors as well.
Note: All the queries received from various prospective bidders have been scrutinized and have been tried to be answered comprehensively. In case of any query not published here and is not covered under the Amendments issued to the RIS, it shall be construed in such cases, tender conditions shall prevail.						