SOLAR ENERGY CORPORATION OF INDIA LIMITED		
New Delhi		
Ref. No. SECI/C&P/IPP/13/0012/25-26/Clarifications-01		**Date: 28/11/2025**

Clarifications to the queries on the RfS for Selection of RE Power Developers for assured Peak Supply of 4800 MWh (1200 MW x 4 Hrs.) from ISTS-Connected RE Projects in India, under Tariff-Based Competitive Bidding (SECI-FDRE-VII) (RfS No. SECI/C&P/IPP/13/0012/25-26 dated 30.09.2025)

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	7.2	It is clarified that in case of any mismatch between the name of the Bidder and the connectivity grantee as per the final grant issued by CTU, such bid shall be summarily rejected.	It is clarified that name of the Bidder and the connectivity grantee as per the final grant issued by CTU, can be different.However, the 2 companies should be within the same Group of Companies.	It requested that the Bidder should be allowed to bid from a company which is different from the Connectivity Grantee since in cases of operational projects, the Connectivity has been transferred to the SPV executing the Project. In such cases, the Bidder can be the Parent Company of the SPV company whereas the Connectivity Grantee can be the 100% subsidiary of the Bidder Company	The clause has been suitably modified. Kindly refer to the amendments.
2	RfS	11.1	In case SECI/Buying Entity agrees to purchase power from such early part/full Contracted Capacity prior to SCSD, such power will be purchased by SECI at the PPA tariff	In case of Early Commissioning, the RPD is allowed to sell such early commissioned power in exchange/third party till the SCD without requirement of any NOC from Buying Entity/SECI	In order to optimize the revenue, it is requested to SECI to allow sale of power from early commissioned projects to third party/exchange without requirement of any NOC from Buying Entity/SECI	Tender conditions remain unchanged.
3	RfS	8.1 (b)	Buying Entity shall choose the 4 hours such that there is a continuous supply from the Project for at least 1 hour.	Buying Entity shall choose the 4 hours such that there is a continuous supply from the Project for at least **2** hour.	It is requested that the continous discharges from the Project should be raised from 1 hour to 2 hours.	Tender conditions remain unchanged.
4	RfS	41.2	The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as “the range”- will be declared as Successful Bidders	The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + **5% of the L1 tariff**-hereinafter referred to as “the range”- will be declared as Successful Bidders	Request to extended the Range from L1+2% of L1 to L1+5% of L1	Tender conditions remain unchanged.
5	RfS	7.2	Under this RfS, the Bidders who already have a final grant of connectivity for Solar PV Project at the Delivery Point, mentioned in the Covering Letter as part of bid submission, only are allowed to participate.	Under this RfS, the Bidders who already have a final grant of connectivity/exsisting operating projects for Solar PV Project/Stnadlone ESS at the Delivery Point, mentioned in the Covering Letter as part of bid submission, only are allowed to participate.	As per the 3rd Ammendment, exsisting opertiang projets connected to ISTS has an option to utilise the connectivity during non solar Hours. The proposed modification would allow the bidders to utilise the solar connectivity during non solar hours	The clause has been suitably modified. Kindly refer to the amendments.
6	RfS	8.1 (e)	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 as per extant regulations, 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 25% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements outside the PPA as per extant regulations, towards meeting the supply conditions stipulated in the RfS/PPA. Provided the source of power is from same group company or Affilitate	Increasing the band from 5% to 25% would allow the bidders for a better optimisation and minimise the penalities	Tender conditions remain unchanged.
7	PPA	PPA 4.4.1(vii)	Grid charging of ESS not allowed under PPA.	Allow limited grid charging during exigencies/RLDC instructions with segregation and no RE attribute claim.	Provides contingency support without compromising RE integrity.	The clause has been suitably modified. Kindly refer to the amendments.
8	RfS	36.1(ii)	The net-worth to be considered for the above purpose will be the cumulative networth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees/POI/Surety Bond in case the Bidder(s) fail to do so in accordance with the RfS.		If the support of Ultimate Parent Company is availed by the Bidder and the equity funding has to be routed through Ultimate Parent to Parent and then to the Bidding Company, then whether the Board Resolution is required from both the Parent and Ultimate Parent Company undertaking to contribute the required equity funding and PBG/POI in case the Bidder(s) fail to do so in accordance with the RfS. Please clarify.	Board Resolution is required to be submitted by the Affiliate, whose credentials are being used to meet the financial eligibility requirements, in favour of the Bidding Company.

9	PPA	4.10.3	For claiming compensation, the RPD must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the Contracted Capacity and the quantum of power scheduled by the Buying Entity.	For claiming compensation, the RPD must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the Contracted Capacity and the quantum of power scheduled by the Buying Entity. **However, this clause shall not be applicable in case the constraints are at the ISTS Station/Interconnection Point and/or immediate Transmission network causing grid unavailability and the RPD is unable to evacuate power at all.**	RPD would not be able to evacuate power at all if the constraints are at the ISTS Station/Interconnection Point and/or immediate Transmission network. Therefore, the mandate to sell power in the exchange should not be applicable in such cases.	Tender conditions remain unchanged.
10	PPA	5.5	5.5 …................... The date of onset of commercial offtake of power by SECI/ Buying Entity shall be determined as the date of commencement of power supply under the RFS/PPA.		In order to avoid any ambiguity regarding the date of commencement of power supply under the RFS/PPA, it is requested that SECI should clarify whether the Scheduled Commencement of Supply Date (SCSD) and the date of onset of commercial offtake of power by SECI/the Buying Entity are the same or different.	It is clarified that SCSD is the "scheduled" deadline from which commencement of power supply should take place, which is linked to the Effective Date of the PPA, whereas the onset of commencement of power supply is the "actual" date on which commercial offtake of power from the Project begins. This actual date may or may not coincide with SCSD.
11	PPA	10.2.2	RPD may raise Monthly bill based on the provisional REA published at RPC of the Buying Entity, the final adjustments in bill, if any, may be done on the basis of the final REA along with Debit/Credit Note. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff.	**RPD may raise Monthly bill based on the provisional REA published at RPC of the RPD for energy recorded at the Delivery Point/ Interconnection Point, the final adjustments in bill, if any, may be done on the basis of the final REA along with Debit/Credit Note. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff.**	Using provisional REA published at RPC of the Buying Entity could lead to a dispute on the energy data to be used. If energy data at the State Periphery is considered then billing would be less than the actual amount to be billed to the extent of losses in ISTS network as Tariff shall be at the Delivery Point (charges & losses upto Delivery point to be borne by RPD, thereafter by the Buying Entity), which is Interconmnection Point to the ISTS Substation.	Tender conditions remain unchanged.
12	PPA	10.5.2	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount or 50% of the invoice amount, whichever is higher, and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out: i) the details of the disputed amount; ii) its estimate of what the correct amount should be; and iii) all written material in support of its claim.	**If SECI disputes the amount payable under a Monthly Bill or Supplementary Bill as the case may be, it shall pay 95% of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (Bill Dispute Notice) to the invoicing Party setting out:** **i) the details of the disputed amount;** **ii) its estimate of what the correct amount should be; and** **iii) and all written material in support of its claim.**	We request you to please provision for paying 95% of disputed amount under a monthly or supplementary bill. NTPC also has below given provision in the PPA: 10.5.2 If NTPC disputes the amount payable under a Monthly Bill or Supplementary Bill as the case may be, it shall pay 95% of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (Bill Dispute Notice) to the invoicing Party setting out: i) the details of the disputed amount; ii) its estimate of what the correct amount should be; and iii) and all written material in support of its claim.	Tender conditions remain unchanged.
13	PPA	10.5.7	For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, SECI shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount or 50% of the invoice amount, whichever is higher, in the Monthly Bill.	**For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice,SECI shall, without prejudice to its right to Dispute, be under an obligation to make payment of 95% of the invoice amount in the Monthly Bill.**	We request to revise the clause based on our request for the aforesaid clause 10.5.2	Tender conditions remain unchanged.

14	PSA	Page no. 3 of 30	NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: II …........................ Notwithstanding the Effective Date, the Condition Precedent for the enforcement of the obligations of either Party against the other under this Agreement shall be that, within 60 days of submission of application/petition for tariff adoption/ Contracted Capacity approval as applicable under Section 63/ 86(1)(b) of the Electricity Act, 2003 in Appropriate Commission/SERC or within 120 days from the date of signing of Power Sale Agreements (PSA), whichever is more, SECI / Buying Entity (as the case may be) shall obtain adoption of tariff from Appropriate Commission and/ or Contracted Capacity approval from CERC/ SERC, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Purchase Agreement entered into between SECI and the RPD. The Parties agree that in the event the order of adoption of tariff/ Contracted Capacity approval as mentioned above is not issued by the Appropriate Commission/ SERC within the time specified above, this shall entail a corresponding extension in the Scheduled Commencement of Supply Date (SCSD) of the Projects for equal number of days for which the Appropriate Commission's/SERC's order has been delayed beyond the above deadline.	NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: II …... Notwithstanding the Effective Date, the condition precedents for the enforcement of the obligations of either party against the other under this Agreement shall be that, **within 90 days of the Effective Date of the PPA** or within 120 days from the date of signing of Power Sale Agreement (PSA), whichever is more, **1) SECI shall obtain adoption of tariff as applicable under Section 63 of the Electricity Act from the Appropriate Commission/CERC &** **2) Buying Entity (as the case may be) shall obtain Contracted Capacity approval as applicable under Section 86(1)(b) of the Electricity Act, 2003 from SERC (as applicable),** **both** on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Purchase Agreement entered into between SECI and the RPD. **The Parties agree that in the event if the requisite Appropriate Commission's or/and SERC's order(s) is/are issued after the timeline as mentioned above, this shall entail a corresponding extension in SCSD of the Projects for equal number of days for which the order(s) has/have been delayed beyond such period as specified above deadline.**	To be aligned wioth the porposed Clause 2.1.3. & 2.1.4. of the PPA	Tender conditions remain unchanged.
15	PPA	2.1	This Agreement shall come into effect from……………… and such date shall be referred to as the Effective Date	Please clarify whether effective date be same as the date of signing of the agreement, or it may change. In case it may change- what are the situations in which Effective Date may differ from the date of signing of the agreement		Kindly refer Clause 20.4.(ii) of the RfS.
16	PPA	3.1.2	The above configuration can be changed until SCSD/extended SCSD. Also, any change in Delivery Point is allowed up to the deadline for Financial Closure as per Article 3.4 of this Agreement. a. In this regard, any change in Delivery Point from the one mentioned in the Covering Letter at the time of bid submission shall be allowed till the Effective Date of PPA only in following two scenarios: (i) At the proposed revised Delivery Point, the Bidder/ RPD already has a final grant of connectivity for Solar PV Project. (ii) At the proposed revised Delivery Point, the Bidder/ RPD enters into a connectivity sharing agreement with any other entity (including its subsidiary) already having a final grant of connectivity for Solar PV Project, as per Clause 5.2 of the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, as amended from time to time. This signed agreement, approved by the CTU, shall be required to be submitted by the Successful Bidder/ RPD to SECI along with the request for revision of Delivery Point	There seems to be a timeline inconsistency in this clause. Please clarify the mechanism on whether delivery point can be changed until financial closure or only upto Effective Date. Also, whether effective date be same as date of signing of the agreement?		Clause is self explanatory. There is no inconsistency.

17	PPA	3.1.3	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. The ESS technology can be changed by the RPD at any time during the Term of the PPA. Any change in the ESS component during the term of the PPA shall be at risk and cost of the RPD and under intimation to SECI.	ESS is a mandatory part of the Project, or is it optional- as the statement says "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"		ESS is a mandatory part of the Project. This Clause refers to ownership of the ESS asset.
18	PPA	3.5.2	However, in case the RPD fails to start commencement of power supply from the Contracted Capacity by Scheduled Commencement of Supply Date, the extension charges deposited by the RPD shall not be refunded by SECI.	Please clarify if the extension charges are refundable on pro rata basis if part capacity is commissioned.		The referred clause contains the following provision: "Any extension charges paid so by the RPD, shall be returned to the RPD without any GST amount and interest on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date".
19	PPA PPA PPA	4.1.1(b)	Obtaining all Consents, Clearances (including Environmental clearance, if applicable) and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. SECI shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the Solar Power project. The Solar Power Developer shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing the Project. Any steps that may be taken by SECI in regard to grant of such consents and permits or any other approval to be taken by the RPD shall only be a voluntary facilitating endeavour on the part of SECI with no intention of being bound by any legal or binding obligation.	Kindly confirm that delays in obtaining statutory approvals (including CTU connectivity, environment clearance, GNA approvals, etc.) due to reasons not attributable to the RPD shall be considered as Force Majeure.		The definition of Force Majeure is contained in Article 11 of the PPA.
20	PPA	4.2.2	Penalties, fines and charges, etc. imposed by the CTU/ STU under any statute or guidelines in relation to delay in commissioning of the Project shall be entirely dealt by the RPD and any such amounts claimed by such agency(ies) shall be payable by the RPD.	RPD should be responsible for only RPD attributable delay in commissioning.		Tender conditions remain unchanged.
21	PPA	14.1.2	SECI shall cause the Buying Entity(ies) to indemnify, defend and hold the RPD harmless against…	Since privity of contract of RPD is with SECI, request SECI to indemnify for such losses/claims. In case this request cannot be accepted, please clarify whether indemnity obligation will be binding and enforceable against RPD. Whether an identical clause be added under the PSA? Please clarify role of SECI if buying entity fails to indemnify.		Kindly refer Clause 4.9.1 of the PSA.
22	RfS	16.2	The BG towards EMD shall be encashed by SECI in following cases: a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;	Please clarify the meaning of due date. Does it refer to the last date of bid submission		Yes
23	RfS	9.1	SCSD will not get altered due to part-commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the PPA	Please clarify if COD shall be considered achieved even if electricity supply happens from part commissioned capacity.		Kindly refer Article 1.1 "Unit Commercial Operation Date (UCOD)" of the PPA.
24	PPA	4.4.1 (iv.)			As outside Peak hours this is only outside the four hours or complete time as per defined in regulation or Sunset to sunrise.	Kindly refer Clause 43.39 of the RfS and Article 1.1 "Peak Hours" of the PPA.

25	RfS	11.2- Early Commencement	11.2 In case of multiple Project components, and if one or more such component (wind, solar PV or any other RE source) 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.	11.2 In case of multiple Project components, and if one or more such component (wind, solar PV or any other RE source) 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, **and sell such power at its own cost and risk** ~~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.~~	Since the Bidder is penalized for delayed commissioning, in the event of early commissioning of one or more RE component, it should be allowed to sell such power in the market with no right of refusal with Buying entity/SECI.	Tender conditions remain unchanged.
26	PPA	4.4.1 (a)(vii)	Grid charging of the ESS is not allowed under this PPA.	**Subject to Clause 4.4.1(b)**, Grid charging of the ESS is not allowed under this PPA.	Clause 4.4.1(b) allows RPD to source upto 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in this Agreement.	The clause has been suitably modified. Kindly refer to the amendments.
27	PPA	4.5.2	In case of change in Delivery Point(s) by the RPD from the one specified at the time of bid submission, extension requests under this Article shall be dealt by SECI on case-to-case basis.	Deletion of this Clause proposed.	Since the RFS/PPA allows bidder to change Delivery Point [subject to the conditions], if the same is done, then delay in ISTS s/s readiness or start date of connectivity beyond reasons attributable to RPD should be allowed and not based on SECIs discretion.	Tender conditions remain unchanged.
28	RfS	8.1.e	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 as per extant regulations, 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 source excess power from other REIA FDRE projects.	Developers already supplying power in FDRE contracts with REIAs have excess RE supply available which can be uitilised for charging BESS for Peak hour dispatch. This also goes well for utilising night time connectivity at the same location without adding more Solar for which the land availability might not be there	Tender conditions remain unchanged.
29	RfS	General		Is augmentation or technology change in ESS (e.g., battery chemistry swap) allowed post-COD with prior intimation only?	Is augmentation or technology change in ESS (e.g., battery chemistry swap) allowed post-COD with prior intimation only?	Kindly refer Clause 20.7 of the RfS and Article 4.4.2 and Article 5.9 of the PPA.
30	RfS	6.1	...For a single Project, the RE generation components, along with ESS have to be co-located…	Allow multiple delivery points under a single PPA	Wind is usually located in different areas as solar PV. The most affordable way to provide a firm peak hour supply is by diversifying generation sources and locations. We would prefer to have one large PPA supplied by multiple, geographically diversified projects, to reduce the risk and cost of delivery.	Tender conditions remain unchanged.
31	RfS	Ammexure - F	Illustrations on penalty in shortfall of power supply	1. The Annexure - F of RFS is not clear, didn't understand how the min. Energy to be supplied in each month during Peak Hours (MUs) is calculated [For e.g. Jan - 0.7 * 31 * 100000 kWh / 1000000 works out to 2.17 MUs and for 4 hours should it be multiplied by 4 to arrive at 8.68 MUs. However, the table says only 4.34 MUs (equal to 2 peak hours)]	Request you to kindly ammend it taking into account 4 hours of discharge	The clause has been suitably modified. Kindly refer to the amendments.
32	RfS	6.3 a (i) & 7.2	Under this RfS, the Bidders who already have a final grant of connectivity for Solar PV Project at the Delivery Point, mentioned in the Covering Letter as part of bid submission, only are allowed to participate.	SECI is humbly requested to allow the bidders with i) in-principle grant of connectivity letter and ii) connectivity granted in MoM of CTUIL's CMETS for participation in this tender.		The clause has been suitably modified. Kindly refer to the amendments.

33	RfS	7.2	Under this RfS, the Bidders who already have a final grant of connectivity for Solar PV Project at the Delivery Point, mentioned in the Covering Letter as part of bid submission, only are allowed to participate. The Bidders are required to submit the final grant of connectivity issued by the CTU as a proof along with Format-7.1 Covering Letter as part of the bid submission. It is clarified that in case of any mismatch between the name of the Bidder and the connectivity grantee as per the final grant issued by CTU, such bid shall be summarily rejected.	Since final grant of connectivity is subject to many factors and not dependent on Bidder, it is requested that Bidders with possession of in-principle grant of connectivity with submitted CONN BGs shall also be accepted.		The clause has been suitably modified. Kindly refer to the amendments.
34	PPA	9.3	Any excess generation over and above energy specified in Article 4.4.1, will be purchased by SECI at the Applicable Tariff (as per Article 9.1), and provided the Buying Entity consents for purchase of such excess generation.	Bidder requests assured offtake of any energy offered during the non solar hours towards offering a competitive bid tariff.		Tender conditions remain unchanged.
35	RfS	10	Delay in readiness of ISTS evacuation infrastructure/ Start Date of Connectivity... treated as beyond control of RPD and SCSD shall be revised as 60 days subsequent to readiness...	Please extend the relief window to 120 days subsequent to readiness considering sequential commissioning, synchronization, and BESS performance testing requirements.		Tender conditions remain unchanged.

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.