

SOLAR ENERGY CORPORATION OF INDIA LIMITED						
New Delhi						
No. SECI/C&P/RPD/RTC-II/RFS/5000MW/032020					Dated: 08.09.2020	
Clarifications to queries on the RFS for Selection of RE Power Developers for Supply of 5000 MW of Round-the-Clock (RTC) Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from Coal based Thermal Power Projects in India under Tariff-based Competitive Bidding (RTC-II) (RFS No. SECI/C&P/RPD/RTC-II/RFS/5000MW/032020)						
Sl. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	SECTION - I (Amendment-01 to RFS)	Cl. 42	"PROJECT DEVELOPER" or "DEVELOPER" or "RE POWER DEVELOPER (RPD)" shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by SECI (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of Project and signing of PPA with SECI. The term "RPD" shall also refer to a generator and supplier of RE Power complemented with Thermal Power, in Round-The-Clock manner;		Currently allowed structure will require RPD to obtain trading licence, and also result in inability to RPD to take benefit of concessional tax rates for manufacturing entities and create challenges in financing due to linkage of the RE generator with the Thermal generator. Request to kindly consider for Bidding entity (entity bundling RE and Thermal) to be made separate from RPD, with the provision of a RE generator and thermal generator supplying power under the bid and their supply being recognized under the PPA. RE generating entity would have the same rights and obligations as defined for the RPD.	It is the responsibility of the RPD to adhere to the applicable rules and guidelines. Tender conditions remain unchanged.
2	PPA	1.1	"Peak Hours" shall mean the scheduling hours of a Day as defined by POSOCO/RLDC of the region to which the Buying Entity(ies) belongs.		As per MOP resolution dated 22nd Jul 2020, on" Guidelines for Tariff Based Competitive Bidding Process for Procurement of Round-The Clock Power from Grid Connected Renewable Energy Power Projects, complemented with Power from Coal Based Thermal Power Projects" the Peak Hours were to be specified the Procurer beforehand in the Bidding Documents. May please consider defining the peak hours before bid submission, to optimal bid size and ensuring better competition.It is all the more pertinent to define specific peak hours upfront in the bid document for appropriate project sizing to comply with the bid conditions of 85% availability in peak hours and the overall 85% availability.	Tender conditions remain unchanged
3	SECTION - III (Amendment-01 to RFS)	Cl. 7.13	It is however, clarified that ISTS charges and losses corresponding to the energy injected from the Thermal Power component of the Project, shall be borne by the Buying Entity, beyond the Delivery Point(s) and upto the drawl point(s). Further, energy injected from the thermal project component, if any, shall be subject to applicable regulations with respect to Deviation Settlement Mechanism (DSM).		The RPD must apply for LTA within 30 days of signing of PSA as per Section III Cl. 7.10. The LTA charges are applicable on the applied quantum(in MW), and not on the actual supplied units. However, in clause 7.13 of section 3, the charges to be borne by the buying entity is only to the energy injected from the Thermal Power component. We understand that while the supplier under this scheme will supply maximum of 49% thermal quantum (in energy terms), procurer will have to bear 100% LTA charges. Kindly clarify and amend inline with the transmission regulations,2020.	ISTS charges and losses will be levied as per applicable regulations. The clause has been suitably modified. Please refer to the amendments.
4	SECTION - III (Amendment-01 to RFS)	Cl. 15 (iii)	----- It is presumed that in terms of Clause 11.5 of the Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of submission of petition or within 120 days from the date of signing of Power Sale Agreement (PSA), whichever is more. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days of submission or 120 days of signing of PSA, whichever is more, shall entail a correspondine extension in financial closure deadline.		Tariff adoption: May please consider aligning all timelines to be linked to tariff adoption by discoms. Also, RPD to be given an option to terminate PPA in case PPA is not approved by state commissions within 6 months of award of LOA	Tender conditions remain unchanged
5	PPA	14.5.1	Accordingly, in the event of the failure on the part of Buying Entity(ies), SECI shall proceed to take recourse to the above and make efforts for the payment of the principal amount to the RPD at the earliest possible time. Further, the combined liability of SECI arising out of this Agreement and Power Sale Agreement shall be limited to the Trading Margin (i.e. Rs 0.07/kWh) received under Power Sale Agreement(s) for the Contracted Capacity.		Kindly clarify if the payment is ensured only upto the Liability of Rs 0.07/kWh. If it is, then kindly consider excluding from limitation of liability the payment obligation of SECI under this PPA for the energy supplied.	Tender conditions remain unchanged
6	SECTION - III (Amendment-01 to RFS)	Cl. 8.3	----- In case at any point of time, the peak power from the RTC configuration reached is higher than the Contracted Capacity and causes disturbance in the system at the point where power is injected, the RPD will have to forego the excess generation and reduce the output to the Contracted Capacity to ensure compliance with grid requirement. The RPD may also sell the power which was offered to SECI/Buying Utility (within the Contracted Capacity) but not scheduled by SECI/Buying Utility, to any third party or power exchange without requiring NOC from SECI/Buying Entity on day-ahead basis.		In Section III -Cl. 8.4.b, of RFS, for claiming the compensation for reduced offtake, the supplier has to place the non Offtake quantum in exchange. Kindly consider the Sale of unscheduled power to be allowed in RTM market as well in addition to Day ahead market; For better Optimization of compensation.	"Third party" in this clause includes all parties/media except SECI/Buying Entity
7	PPA	4.10.b	Payment in case of reduced offtake: The RPD and the Buying Entity shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the off-take of power is not done by the Procurer, including non-dispatch of power due to....		1.Words "RPD must sell power" should be replaced with "RPD must place bids for sale on PX as price taker". (This will address the case wherein power doesn't gets sold on PX due to reason's beyond RPD's control). 2.BPA clause should clarify that the "taker price" means atleast indexed variable charges plus expenses (eg: expenses including but not limited to injection charges, injection losses, trading margin and other charges) for unscheduled thermal power. 3.BPA clause should clarify that the "taker price" means atleast expense charges (eg: expenses including but not limited to injection charges, injection losses, trading margin and other charges) for unscheduled RE power.	Tender conditions remain unchanged
8	General	General	General		Mega power benefit and coal linkage: The PPA to clearly stipulate that thermal power is to be sold to discom and will be eligible for mega power benefits and domestic coal linkage (Which would normally be given only to generators having long term tie up with discom)	Tender conditions remain unchanged
9	PPA	4.4.3	Further in case during two consecutive Contract Years, the RPD fails to meet the requirement of minimum Annual availability or annual Availability during Peak Hours is less than 85% or there is shortfall in offering RE power below the mandatory 51% of the total power offered in the Contract Year, SECI shall have right to terminate this Agreement. Any liability arising out of such termination shall be to the account of the RPD.		This clause to be deleted as penal mechanism for shortfalls is already stipulated.	Tender conditions remain unchanged
10	SECTION - III (RFS)	16.b a.)	For a Project of size not more than (and including) 500 MW, the Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of PPA (for e.g. if Effective Date of the PPA is 07.04.2020, then SCD shall be 07.10.2021). For a Project size more than 500 MW but not more than (and including) 1000 MW, the SCD for full capacity of the Project 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 07.04.2020, then SCD shall be 07.04.2022). For a Project size more than 1000 MW, SCD for full capacity of the Project shall be the date as on 30 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.04.2020, then SCD shall be 07.10.2022).		Project of this complexity and scale and tender being first of its kind would require additional time of at least 36 months (instead of 24 months) for capacity above 500 MW, and 24 months for capacity below 500 MW Request to kindly consider.	Tender conditions remain unchanged

11	SECTION - III (Amendment-01 to RFS)	CI. 8.3	----- In case at any point of time, the peak power from the RTC configuration reached is higher than the Contracted Capacity and causes disturbance in the system at the point where power is injected, the RPD will have to forego the excess generation and reduce the output to the Contracted Capacity to ensure compliance with grid requirement. The RPD may also sell the power which was offered to SECI/Buying Utility (within the Contracted Capacity) but not scheduled by SECI/Buying Utility, to any third party or power exchange without requiring NOC on day ahead basis		Kindly clarify the definition of "day-ahead basis."	The clause has been suitably modified. Please refer to the amendments.
12	RFS	Section III CI. 7.12	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any.	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. Further, in case SCD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date for the reasons beyond the control of RPD, the applicable transmission charges and losses shall be borne by the Buying Utility.	If the SCD is delayed due to reasons beyond the control of RPD which also leads to commissioning of project beyond the current deadline of waiver of ISTS charges and losses then the ISTS charges and losses should not be levied on RPD and shall be borne by Buying Utility.	Tender conditions remain unchanged
13	RFS	Section III CI. 8.3	The RPD may also sell the power which was offered to SECI/Buying Utility (within the Contracted Capacity) but not scheduled by SECI/Buying Utility, to any third party or power exchange without requiring NOC from SECI/Buying Entity on day-ahead basis.		It is understood from the clause that SECI/Buying Entity will decide the schedule of power based on day ahead RE Power and Thermal Power offered by RPD and power not scheduled by SECI/Buying Entity can be sold by RPD to any third party or power exchange. A clarification is needed if the power offered but not scheduled by SECI/Buying Utility is sold to third party or power exchange on day ahead basis how the revision in schedule will be treated as RE Power is highly unpredictable and inherently requires revision on the day of actual delivery.	The same will be treated as per applicable regulations
14	RFS	Section III CI. 8.4.b.	Payment in case of reduced offtake: ...For claiming compensation the RPD must sell its power in the power exchange as a price taker....		A clarification is needed as to how the reduced offtake quantum would be calculated i.e., on day ahead offered schedule or the revised/final schedule offered on the day of delivery. If it is calculated on day ahead basis : how the subsequent revision in the schedule will be treated.	Tender conditions remain unchanged
15	SECTION – IV (Amendment-01 to RFS)	CI. 54	The 'spare capacity', referred above, is that capacity of a thermal power generating system that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RFS. Spare capacity / thermal component, as tied up by the RPD for the Term of the PPA, as indicated at the time of bid submission shall be maintained during entire term of PPA, except for the situations where the thermal plant is shut down for scheduled/planned maintenance, or on account Force Majeure, in which case, the developer is free to tie up the thermal power from some other thermal power plant, without any additional liability to SECI for procurement of power from the other source. In exceptional circumstances, the RPD may be allowed to change the tie-up with prior approval of SECI and the DISCOM.		The tender requires the use of "Spare Capacity" from thermal for ensuring RTC supplies to the discom. However, in the event of Non-availability of fuel the thermal supply might reduce which might prove to be an issue in maintaining RTC supply. The document is not clear in the event for Non-availability of fuel. Request you to kindly clarify/amend as necessary	Supply of power as per the provisions of the PPA is sole responsibility of the RPD. Tender conditions remain unchanged
16	PPA	1.1	Due Date shall mean the seventy-fifth (75th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI.	Due Date shall mean the thirty (30th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI.	Monthly Bills itself takes 15-30 days for submission; Keeping 75 Days as Due Date, requires 85-105 days working capital arrangement;	Tender conditions remain unchanged
17	PPA	1.1	shall mean the Equity funded in Indian Rupees restricted to the RE Project and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below	Clause to be inserted for - Equity should include all the quasi-equity forms in which promoter contribution has been infused in the Project viz. unsecured loans/CDDs etc. The Adjusted Equity hereunder shall be equal to compensation equivalent to achieving the Pre-Tax Return as stipulated in the CERC Regulations for Tariff Determination after adjusting for dividend distributed and accumulated cash in the Project Company, if any.	This inclusion would facilitate in all forms of equity investment in the project	Tender conditions remain unchanged
18	PPA	1.1	Debt Due-- Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken	To be deleted	Lenders need to keep the flexibility of conversion of debt into equity as per regulatory guidelines in all loan documents. If debt has not been converted into equity, it shall be deemed to be debt due and deemed conversion should not be assumed. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "Principal") or for Refinancing the Project outstanding on reference date	Tender conditions remain unchanged
19	PPA	2.1.5	The parties acknowledge and agree that the Scheduled Commercial Operation Date for the RE Project has been agreed to in this agreement based on each of the Conditions Precedent contained in Article 2.1.4 being duly accomplished not later than 60 days of submission of such petition by SECI/RPD or within 120 days from the date of signing of PSA, whichever is more		There should be a finite time after 120 days post which RPD would have an option to terminate the PPA	Tender conditions remain unchanged
20	PPA	3.3.3	If the RPD fails to commence supply of power from the Scheduled Commercial Operation Date specified in this Agreement or any further extension thereof duly granted by SECI, subject to conditions mentioned in Article 4.5, SECI shall encash the Performance Bank Guarantee / Payment on Order Instrument equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 without prejudice to the other rights of SECI under this Agreement. The damages/dues recovered by SECI by encashing the PBG/POI, upon the default of the RPD under the PPA, shall be credited to the payment security fund maintained by SECI.		Request that SECI may please consider a reasonable cure period preceded by notice for correction before such PBG is encashed.	Tender conditions remain unchanged
21	PPA	3.4.1	Subject to Article 3.3, SECI shall return / release the Performance Bank Guarantee / Payment on Order Instrument immediately after the successful Commissioning within Scheduled Commercial Operation Date of the Project after taking into account any liquidated damages due to delays in commissioning as per provisions stipulated in this Agreement.		Timeline for return of PBG to be mentioned	Tender conditions remain unchanged
22	PPA	4.1	Generation compensation for Off-take constraints		For any backdown for the thermal component, it should be limited to the technical minimum of the plant. The same percentage (%) to be mentioned in the PPA	Tender conditions remain unchanged
23	PPA	4.1.1 (e)	In exceptional circumstances, the RPD may be allowed to change the tie-up with prior approval of SECI and the DISCOM		Kindly clarify the definition of exceptional circumstances.	Tender conditions remain unchanged

24	PPA	4.1.1	The RPD undertakes to be responsible, at RPD's own cost and risk, for the following: a) The RPD shall be solely responsible and shall make arrangements for land & associated infrastructure for development of the Project and for Connectivity with the ISTS System (connectivity)..... .....coal-based Thermal Power Project being utilized for the purpose of energy supply under this Agreement, the RPD shall be responsible, for the entire Term of this Agreement, to ensure that all the necessary Agreements for Coal/Mine blocks, including but not limited to Fuel Supply Agreements, and tie up with the owner of the Thermal Power Project, if any, have been executed to ensure uninterrupted power supply under this Agreement.		Is there any clearances / permits, that's needs to be taken from SECI/Buying Entity and beyond the scope of RPD , which may effect commissioning of the project. If there is any, request to kindly mention.	Tender conditions remain unchanged
25	PPA	4.2.1	The RPD shall be required to obtain all information from the STU/CTU/concerned authority with regard to the interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the RPD's side of the Delivery Point to enable delivery of electricity at the Delivery Point. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the RPD at its own cost.		Request to kindly provide a list of such information that is to be obtained in this clause.	Tender conditions remain unchanged
26	PPA	4.3.2	Power procured under this Agreement shall on back to back basis be allocated on a pro-rata basis, to all the Buying Entities which have signed their respective Power Sale Agreements with SECI under the referred RIS		We request you to clarify, that since power shall be allocated on pro-rata basis, will the SPD also need to apply for multiple LTAs considering all the Discom(s) identified under the referred RIS, and other RIS' which shall be considered by SECI for pooling/ bundling together?	The RPD will be required to apply for LTA as per the power mapping provided by SECI. This RIS will <u>not</u> form part of any bundling with other tender issued by SECI.
27	PPA	4.5.2(iii)	The above shall be treated as delays beyond the control of the RPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI	The above shall be treated as delays beyond the control of the RPD and SCD for such Projects shall be revised as the date as on 3 months subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI	Delay in grant/ operationalization of LTA would already lead to generation loss to SPD, and increased IDC. Also, project implementation and commissioning procedures would require at least 3 months from the date of readiness of evacuation infrastructure, especially considering uncertainty on LTA operationalization dates	Tender conditions remain unchanged
28	PPA	4.6.1	The Project shall be fully commissioned within the Scheduled Commercial Operation Date as defined in this Agreement. If the RPD is unable to commission the Project by the Scheduled Commercial Operation Date for any of the reasons other than..... .....damages shall be: PBG/ POI amount X (100/640) X (18/180).		Kindly clarify if there can be any situation, in where the default of Buying Entity(ies) can lead to delay in commissioning. If there is such possibility , it is recommended to kindly include the "default of Buying Entity " in line with the clause.	Tender conditions remain unchanged
29	PPA	6.1.2	The RPD shall be responsible for directly coordinating and dealing with the Thermal Generator, Buying Entity(ies), State Load Dispatch Centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability	The RPD shall be responsible for directly coordinating and dealing with the Thermal Generator, Regional Power Committees, and other authorities in all respects in regard to declaration of availability	Please remove the obligation of RPD dealing with buying entity(ties) and SLDC as RPD does not have any link with buying entity and any settlement from Buying Entity shall be done from SECI as SECI will be signing binding PSA with DISCOMs and same can be enforced strongly to buying entity as per PSA terms.	Tender conditions remain unchanged
30	PPA	9.1	Subsequent to commercial operation of first part capacity of the Contracted Capacity, and supply of the RE Power and Thermal Power on the terms contained in this Agreement, the RPD shall be entitled to receive the Composite Tariff of Rs. / kWh [Insert the Tariff discovered through the bidding process conducted by SECI] for the entire term of this Agreement, with effect from the SCD, as per provisions of this Agreement. 25% of the aforementioned Composite Tariff shall be indexed and adjusted with the index of Domestic Coal or the Imported Coal, as applicable, as per the notification issued by the Central Electricity Regulatory Commission in this regard and accordingly, the adjusted Composite tariff shall be the Applicable Tariff for such period. Subject to the provisions of this Agreement, the Renewable Energy supplied shall be paid at Applicable Tariff.		Kindly clarify if the escalation rate calculation would start from the bid date.	No, Escalation will be applicable only from commencement of second Contract Year after COD of First Part of the Contracted Capacity. Please refer to the illustration and amendment in this regard.
31	PPA	9.2	With respect to indexation of the Composite tariff, in case the RPD does not supply any thermal power during any particular billing month, no indexation will be provided in the Composite tariff for that particular month.		The clause needs to be removed as the escalation has nothing to do with supply of thermal power . Kindly clarify in case of non-supply from thermal months, how the next month indexation would be calculated.	An illustration to this effect has been provided. Please refer to the amendments.
32	PPA	10.2.1	The RPD shall issue to SECI hard copy of a signed Monthly Bill/Supplementary Bill for the immediately preceding Month/relevant period based on the issuance of Energy Accounts along with all relevant documents (payments made by RPD for drawal of power, payment of reactive energy charges, Metering charges or any other charges as per guidelines of SERC/CERC, if applicable).		The bills submission should be allowed and acceptable through electronic medium also. Hard copies may be submitted with in 7 days of electronic submission.	Tender conditions remain unchanged
33	PPA	10.3.2	All payments required to be made under this Agreement shall also include any deduction or set off for: I) deductions required by the Law; and II) amount claimed by SECI, if any, from the RPD , will be adjusted from the monthly energy payment. In case of any excess payment adjustment, 1.25% surcharge will be applicable on day to day basis.		Kindly clarify the components and nature of deductions required by the Law;	Tender conditions remain unchanged
34	PPA	10.3.3	In the event of delay in payment of a Monthly Bill by SECI beyond the Due Date, a Late Payment Surcharge shall be payable to the RPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment surcharge being duly received by SECI under the PSA from the Buying Entity(ies). The Late Payment Surcharge shall be claimed by the RPD through the Supplementary Bill.		SECI should pay LPS irrespective of receipt from buying entity.	Tender conditions remain unchanged
35	PPA	10.4.4	Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, SECI shall restore such shortfall before next drawl.		SECI shall restore such shortfall immediately latest by next business day. To be aligned with MOP order dated 28th Jun 2019 and subsequent clarifications/addendum thereof, on the subject of "opening and maintaining of adequate letter of credit (LC) as Payment Security mechanism under Power purchase agreements by distribution licensees",	Tender conditions remain unchanged
36	PPA	10.4.8	If SECI fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including date as on the Due Date, then, subject to Article 10.4.6 & 10.5.2 the RPD may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from SECI, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents: i) a copy of the Monthly Bill or Supplementary Bill (only for energy related bills) which has remained unpaid to RPD and; ii) a certificate from the RPD to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;		LC should be allowed to present for energy and compensation bills both. Also kindly clarify if Energy/supplementary bills includes the compensation as well.	Tender conditions remain unchanged
37	PPA	10.7.2	SECI shall remit all amounts due under a Supplementary Bill raised by the RPD to the RPD 's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 4.10, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. Payment will be made after realization of the same from the Buying Utility under the Power Sale Agreement. No Late Payment Surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note		LPS should be applicable on all pending payment. (in clause it is only applicable on delay in monthly energy payments)	Tender conditions remain unchanged

38	PPA	10.7.2	SECI shall remit all amounts due under a Supplementary Bill raised by the RPD to the RPD 's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (If applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 4.10, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. Payment will be made after realization of the same from the Buying Utility under the Power Sale Agreement. No Late Payment Surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.		For supplementary bill on account of adjustment required by energy account, rebate as applicable to monthly bills shall equally apply. However, clause 10.3.5(d) provides that no rebate shall be payable on the bills raised on account of Change in Law relating to taxes, duties, cess etc. and on supplementary bill. Kindly Clarify in this regard.	The clause is self-explanatory.
39	PPA	12.2.3	Every net increase/decrease of Rs.1 lakh per MW in the RE Project Cost (i.e. cost incurred by the RPD for the supply and services in the Project concerned, upto Actual Commissioning Date of the last part capacity or Schedule Commissioning Date / extended Schedule Commissioning Date, whichever is earlier, for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be), shall be liable for corresponding increase/decrease of an amount equal to Rs 0.0036 /kWh.		Kindly clarify if the price escalation is linked to per MW of contracted capacity or renewable installed capacity. Also considering the mix of renewable component, we request if the corresponding increase/decrease can be made Rs .00050/kWh for change in project cost of 1 lakh/MW of contracted capacity	The change will be linked to the RE Project cost, as clearly indicated in the clause.
40	PPA	12.2.4	In case Change in Law results in delay in commissioning or supply of power, where cause and effect between these two can be clearly established, the SECI under intimation to the Buying Entities may provide suitable time-extension in Scheduled Commissioning Date or Scheduled Date of Commencement of Supply of Power, as the case may be.		Such Change in Law events should also cover extension in FC as well.	Tender conditions remain unchanged
41	PPA	13.4.4		Termination period after consultation period is different for SECI and RPD event of default, it should be same for both.	Termination period after consultation period is different for SECI and RPD event of default, it should be same for both.	Tender conditions remain unchanged
42	PPA	13.3.1	Upon the occurrence and continuation of any RPD Event of Default under Article 13.1, SECI shall have the right to deliver to the RPD , with a copy to the representative of the lenders to the RPD with whom the RPD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (SECI Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.		Request to kindly consider including the following: 'without the same having been rectified in accordance with the terms of this PPA'.	Tender conditions remain unchanged
43	PPA	14.1.2	SECI shall cause the Buying Entity(ies) to indemnify, defend and hold the RPD harmless against: a) any and all third party claims against the RPD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Buying Entity(ies) of any of their obligations under this Agreement; and b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the RPD from third party claims arising by reason of a breach by Buying Entity(ies) of any of its obligations. SECI shall incorporate appropriate covenants in the PSA for the above obligations of Buying Entity(ies). In so far as indemnity to RPD is concerned, Buying Entity(ies) shall be the indemnifying party and not SECI.		Buying Entity (Discom) is liable for indemnity to RPD under PPA. However, Discom is not a party to PPA. 17.2.1 states that this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement. Request to clarify what happens if Discom refuses to indemnify RPD. PPA will however be part of PSA.	Tender conditions remain unchanged
44	PPA	17.14	In case of inconsistencies between the agreement(s)executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below: i. applicable Law, rules and regulations framed thereunder; ii. the Grid Code; and iii. the terms and conditions of this Agreement;		Request to kindly consider including RfS also to form a part of the listed documents.	Tender conditions remain unchanged
45	RfS	B.4. ii. QR- Technical Criteria of Thermal Projects	"The Thermal Power can be based on domestic coal as fuel, or on coal from imported sources. However, whether the fuel is domestic coal or imported coal needs to be clearly stipulated at the time of bid submission, in Format 7.10."	Kindly confirm that if thermal projects have existing FSA of linkage coal, the same shall be allowed to continue for this power supply. Otherwise, these Projects will be allowed to secure Linkage coal for supply under this RfS	As this is long term tender (i.e. 25 years) and power capacity is tied up for such period, any commitment from thermal generator will required assured linkage fuel supply from Coal India. The discovered tariff will also be competitive in case linkage coal (rather market coal) is used for such power supply A clarification in this regard may also be sought from MOP	Tender conditions remain unchanged
46	PPA	PPA – Parties	"This Power Purchase Agreement is made on the Day of of at..... Between"	The PPA is signed between the RE Power Developer and SECI in its current Form. Request you to include Thermal Power generator also as Parties in the PPA.	This will thermal power generator to apply to LTA, use this for securing coal Linkage or any other Project related requirements/ meeting obligations.	Tender conditions remain unchanged
47	PPA	PPA - 4.1.1.g	"Obtaining Long Term Access (LTA) and executing transmission service agreement with CTU/STU as the case may be, for evacuation of the Contracted Capacity up to the delivery point and maintaining it throughout the term of the Agreement"	We understand that LTA has to be obtained for the total Project Capacity (for RE and Thermal Generation facility separately), which may be higher than the Contracted Capacity. Kindly confirm our understanding. Also, whether CTU will permit to take LTA for any other quantum than Contracted Capacity?	Clarity is required for proper assessment of the RPD's obligations	Tender conditions are self-explanatory, prevailing regulations will be applicable in this regard.
48	PPA	PPA – 4.4.3 (ii)	"Further in case during two consecutive Contract Years, the RPD fails to meet the requirement of minimum Annual availability or annual Availability during Peak Hours is less than 85% or there is shortfall in offering RE power below the mandatory 51% of the total power offered in the Contract Year, SECI shall have right to terminate this Agreement. Any liability arising out of such termination shall be to the account of the RPD"	Kindly confirm whether these conditions are mutually exclusive. Further, we request SECI to remove this clause increase this to at least three consecutive years for termination. These should also exclude the period of Force Majeure.	This is very stringent and needs to be amended.	No, the conditions are not mutually exclusive. Provisions of this clause will be triggered even if the developer fails to meet one of the three performance criteria in a certain year, and then doesn't meet the same or a different criteria (out of the three), in the consecutive year.
49	RfS	RfS - Section-V, 2.b & Section-III, 16.b	Sec-III, 16.b. For a Project Size of not more than (and including) 500 MW, the Scheduled Commissioning Date (SCD).....shall be the date as on 30 months from the Effective Date of the PPA Sec-V, 2.b. In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff", which shall be the First year Composite tariff as quoted by the Electronic Form of Financial Bid, in line with Clause 14.7 of Section III of the RfS. 2.b.4 In this step, evaluation will be carried out for the cumulative quoted capacity based on first year tariff quoted by Bidders.	The Evaluation of the Bids will be done on the basis of the Quoted First Year Composite Tariff. However, the projects being commissioned based on their project capacity may not have the same First Year. We request you to kindly clarify how the bids would be evaluated in such case.	All the Bids should be evaluated on the same First year basis for a competitive tariff	Tender conditions remain unchanged
50	PPA	PPA – 2.1.4 & PSA – Point No. II (Page No. 3)	"Due adoption of the Tariff by the Central Electricity Regulatory Commission on the application/ Petition filed for the said purpose" "Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall apply to the State Electricity Regulatory Commission within the jurisdiction of which the Buying utility is operating.....the Buying Entity shall duly obtain the order of the Rajasthan Electricity Regulatory Commission adopting the Tariff....."	We understand that Tariff is to be adopted the CERC. Kindly confirm the same.	PPA and PSA clauses should be in similar lines	Yes, Tariff will be adopted by the CERC
51	RfS	9: Overview of RfS	It is clarified that any change in the rates of any Taxes after the last day of submission of the bid, including any duties and cess.....supply of power from Project by the RPD which have a direct effect on the Project, shall only be considered as change in law.	Needs more clarity to cover raw material used for generation of power	As Genco are taking plea before various commission / Aptel that if the taxes are not applicable to supply of power then Genco is not entitled to increase tariff due to change in the rate of taxes	Tender conditions remain unchanged

52	RFS	RFS - 15 (vi)	In case of default in achieving above condition as may be applicable within the stipulated time, SECI shall be entitled to encash Performance Bank Guarantees.....as per PPA. An Extension can however be considered on the sole request of RPD, on advance payment of extension charges of INR 1,000/- per day per MW.	Extension due for reasons beyond our control including Force Majeure should not be subject to any charges		Tender conditions remain unchanged
53	RFS	RFS - 18.7	In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI.	Change in Shareholding / substitution of Promoters is beyond our control. Facilitation Fee under such circumstances should not be charged		Tender conditions remain unchanged
54	General	General		Current draft PPA shared as part of the Bid Document proposes a Bipartite PPA between the RTC Power Developer (Bidder) and SECI. The Thermal Generator in this case will act as complementing entity. However, they are not signatories to the main agreement. Under such case, obtaining long term access, signing FSA for serving power commitment under PPA may not be possible for the Thermal generator	Thermal generator also to be made party to the PPA Signing. Can Thermal Generator be the Lead Member.	Tender conditions remain unchanged
55	PPA	PPA - 10.7.2	SECI shall remit all amounts due under a Supplementary Bill raised by the RPD to the RPD's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable).	SECI shall remit all amounts due under a Supplementary Bill raised by the RPD to the RPD's Designated Account by the Due Date except open access charges, RLDC or scheduling charges and transmission charges (if applicable). Transmission Charges and Losses, Wheeling Charges, RLDC/SLDC/Scheduling charges, SOC, MOC etc. shall be reimbursed by SECI to the RPD based on actuals as per the prevailing CERC Sharing of Inter-State Transmission Charges and Losses Regulations and CERC (Fees and Charges of RLDC and other related matters) Regulations.		The clause has been suitably modified. Please refer to the amendments.
56	RFS	Sec-III Cl 4.1	The Projects can be located anywhere in India. The RE generation components, along with ESS installed, if any, may either be co-located, or may be located at different locations. While different components of RTC power i.e. solar, wind and thermal can be connected with ISTS network at different ISTS sub-stations, for better Grid balancing they shall be connected within the same RLDC area.	The RE component and Thermal Component should be allowed from different RLDC region	1. There are many pit head plant situated in ER region who's cost of production is much cheaper. While development of RE power is more likely in WR & SR. So for better discovery of competitive price generator from different region should allow to participate in the bid. 2. RE power should have flexibility in tying up with thermal power which offers lowest tariff. This will enable them to offer best competitive rate. 3. Further there is no restriction in power flow between different regions as we have one nation one grid. Isolating thermal generators of ER region where there is no RE potential will be against the spirit of tender. 4. For example - SR has huge RE potential whereas the thermal plant located in SR are mainly imported coal based which has higher cost of generation. Such condition will restrict participation not only from ER but also from other region.	The clause has been suitably modified. Please refer to the amendments.
57	RFS	B-4 vii	Notwithstanding anything contained herein, any thermal power generator that has defaulted on any of its contractual obligations with its lenders or is undergoing any CIRP process shall not be eligible for supply of power under this RFS and consequently the bidders shall not be allowed to tie up spare capacity with such thermal power generator.	This condition should be removed	1. Many of the Thermal Power Generators are under financial stress and / or have defaulted in servicing debt obligation to lenders. It is also recognised by Ministry of Power, Government of India. Entire thermal sector is under financial stress and such tender will be helpful for projects to tie-up capacity and come out of financial stress. 2. Putting such restrictive conditions will minimize the thermal projects participating in the tender and better discovery of competitive price. 3. Further any project can default at a later date, so adequate conditions can be imposed in the tender allowing all operational thermal projects to participate. 4. Further for the bidder the tender condition stipulates that there should not be a wilful default. Same should be applicable to thermal generator also.	Tender conditions remain unchanged
58	RFS/PPA	New Clause	Issues with respect to coal supply didn't cover in the document.	The following risk with respect to supply of coal should be covered in the document: 1. In case of non-supply of coal due to reasons attributable to coal supplier, the availability of thermal component should be considered irrespective of non-scheduling of power. Even in DBOFO guidelines, buyer consider 70% of availability of generator in case of non-availability of coal due to reason attributable to coal supplier. 2. Generating company having linkage coal will not be able to draw such coal as there is no PPA between buying entity of SECI.	1. Domestic coal is generally met by e-auction coal by CIL and its subsidiaries. The quantum and frequency of e-auction coal by the coal companies depend upon its mines production, where thermal generator has no control. 2. In order to get a competitive tariff, assured supply of linkage coal for the period of contract is essential. Coal company will sign the FSA for linkage coal only when there is PPA between thermal generator and Buyer/aggregator. Here the thermal generator will have the PPA with RE developer. So PPA should be signed between thermal generator and Buyer/aggregator. Appropriate clarification from MoP / MoC should be obtained.	Tender conditions remain unchanged
59	PPA	Cl 6.1.1	At the commencement of each Contract Year, the RPD shall declare changes in the rated capacity of the Thermal Power Component tied up under this Agreement.....		1. The clause is not clear on the impact of change in rated capacity of Thermal Power Component on capacity of Thermal Component under the PPA. There is no need to declare the rated capacity of the Thermal Power Component every year. The liability of Thermal Component should be fixed in accordance with the initial profiling of RE power and Thermal Power at the time of Bid. 2. Further thermal power will book long term open access for the capacity tied-up and will not be able to change it every year.	The clause has been suitably modified, please refer to the Amendments.
60	PPA	Cl 6.2.6	The Buying Utility shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the RPD for schedule of electricity and dispatch thereof to the Grid during such period and in such volume as it may specify in its instructions (the "Dispatch"). Provided that the Utility shall not as for dispatch in excess of the declared Availability by the RPD, unless mutually agreed between the RPD and the Buying Utility(ies).		The day ahead schedule for thermal component should be fixed one day advance. So that where contracted capacity is met by RE Power, thermal Component can sale the power in IEX in day ahead market. This will help in discovery of better competitive price.	Tender conditions remain unchanged
61	PPA	Cl 9.1	.....25% of the aforementioned Composite Tariff shall be indexed and adjusted with the index of Domestic Coal or the Imported Coal, as applicable.....	1. The coal index escalation shall be on variable charge of thermal generation instead of 25% of composite tariff. 2. 30% of fixed cost shall be escalated as per WPI to reflect the escalation in O&M cost.	1. The coal index escalation shall be on variable cost of thermal generation to cover the full impact of escalation in variable cost. 2. In case of coal shortage the coal requirement is met by imported coal, then variable component of thermal generation should be escalated accordingly to cover the complete increase in variable cost of thermal generation 3. 25% escalation of composite tariff with CERC coal index does not cover the escalation in O&M expenses which also is 30% of the fixed charges. 4. Further CERC declares the escalations for every half year and this is applied cumulative on monthly basis. Therefore the composite tariff needs to be escalated on monthly basis where there is supply from thermal power or not. 5. CERC also gives escalation for coal transportation which is not covered in the tender. Transportation is also a major component of thermal tariff. Leaving this will be an open risk and inflate the quoted tariff.	Tender conditions remain unchanged
62	PPA	10.2.1	The RPD shall issue hard copy of a signed Monthly Bill/Supplementary Bill.....	The RPD shall issue hard copy/Soft copy of a signed Monthly Bill/Supplementary Bill.....	As RE power is clubbed with Thermal Component, so soft copy of bill should also be acceptable.	Tender conditions remain unchanged
63	PPA	10.2.1	.....The monthly bill shall be product of energy as per energy accounts and the applicable tariff		The fixed charge is also component of monthly billing in case of thermal component. How the fixed charge for unscheduled power shall be billed	Applicable provisions in the tender may be referred to in this regard.
64	PPA	Cl 4.2.6	..... It is however, clarified that ISTS charges and losses corresponding to the energy injected from the Thermal Power Component, beyond the Delivery Point(s) and upto the draw point(s), shall be borne by the Buying Utility.	..... It is however, clarified that ISTS charges and losses corresponding to the LTA quantum and energy injected respectively from the Thermal Power Component, beyond the Delivery Point(s) and upto the draw point(s), shall be borne by the Buying Utility.	The LTA will be booked on total Thermal Component so the reimbursement of Transmission charges shall be on total LTA quantum. Otherwise the Transmission charges shall not be fully recovered.	The clause has been suitably modified, please refer to the Amendments.

65	PPA	CI 10.7.1	Transmission charges and losses, wheeling charges, RLDC/SLDC/Scheduling charges, SOC, MOC, maintenance, etc. and any other charges from the Delivery Point upto the drawl point for the transmission of power being delivered from the power project including Thermal Power Component,	Transmission charges and losses, wheeling charges, RLDC/SLDC/Scheduling charges, SOC, MOC, maintenance, etc. and any other charges from the Delivery Point upto the drawl point for the LTA booked and transmission of power being delivered from the power project including Thermal Power Component,	The LTA will be booked on total Thermal Component so the reimbursement of Transmission charges shall be on total LTA quantum. Otherwise the Transmission charges shall not be fully recovered.	Tender conditions remain unchanged
66	PPA	Definition	Due Date shall mean the seventy-fifth (75th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI.	The Due date for payment should be 30 days	If the due date will be 75 days then the payment cycle will be of almost 80-85 days. In this situation the working capital requirement will be around 115 days which is very high.	Tender conditions remain unchanged
67	PPA	CI 10.7.2	SECI shall remit all amounts due under a Supplementary Bill raised by the RPD to the RPD's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable).....	SECI shall remit all supplementary bill within due date	Supplementary bill with respect to open access charges, RLDC or scheduling charges and transmission charges shall be paid within the due date.	Tender conditions remain unchanged
68	PPA	CI 2.1.5	The parties acknowledge and agree that the Scheduled Commercial Operation Date for the RE Project has been agreed to in this agreement based on each of the Conditions Precedent contained in Article 2.1.4 being duly accomplished not later than 60 days of submission of such petition by SECI/RPD or within 120 days from the date of signing of PSA.....	The parties acknowledge and agree that the Scheduled Commercial Operation Date for the RE Project has been agreed to in this agreement based on each of the Conditions Precedent contained in Article 2.1.4 being duly accomplished not later than 60 days of submission of such petition by SECI/Buyer or within 120 days from the date of signing of PSA.....	The process of Tariff adoption should be carried out by SECI/Buyer.	Tender conditions remain unchanged
69	PPA	CI 11.3.2	Notwithstanding anything else contained in this Agreement, the non-availability of thermal power from the Thermal Project of the Thermal Generator to complement the RE Power for RTC supply shall, under no circumstances, except for Force Majeure events affecting such source of thermal power and events under Article 6.2.9, be considered as a Force Majeure Event, excusing the obligation of the RPD		The force Majeure condition and relaxation for Thermal Power component is not covered properly. It should be covered in detail	Tender conditions remain unchanged
70	RFS	Sec III Clause 3.3	RE Projects, along with Thermal Projects, are required to be designed for inter-connection with the ISTS substation at voltage level of 220kV or above.	Please confirm whether thermal power plants connected to STU are also eligible for participation and treatment of STU charges & losses may be provided.	We understand that the intent of Guidelines dated 22.07.2020 issued by MOP for procurement of RTC power from Grid connected RE Source complemented with Thermal Power projects is to promote utilization of untied thermal capacities with new RE capacities.	STU connected Thermal Projects may be utilized, but metering will be done at the ISTS substation. All the charges and losses including applicable for transmission of power from the STU to the ISTS s/s in this regard will be borne by the RPD. Further, RPD shall also be liable for any grid unavailability in the concerned STU-ISTS s/s line during the Term of the PPA.
71		Sec III Clause 7.1	Different components of RTC power i.e. solar, wind and thermal can be connected with CTU at different CTU sub-stations , but within the same RLDC region		As per Section III Cl. 14.7, the Composite Tariff shall be quoted at the Delivery Point which shall be the ISTS Substation. Thus, SECI would be indifferent in term of applicable tariff discovered under this tender irrespective whether the plant is CTU connected or STU connected. Therefore, we request you to issue suitable amendment/ clarification for inclusion of STU connected Coal based power plants under the ambit of this 5 GW RFS in order to bring level playing field to all coal based thermal power developers irrespective of their connectivity.	
72	RFS PPA	Sec V Clause 5 PPA - 2.3.3	ISSUANCE OF LoAs AND SIGNING OF PPAs: Para 5: For a particular bidder, in case the finally modified capacity offered by SECI for signing of PPA is lower than 50% of the capacity for which the LoA was issued to the said Bidder, the respective Bidder may choose to reject such modified capacity, and will be allowed to exit the process, and EMD/POI submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. However, in case such modified capacity is more than or equal to 50% of the capacity awarded as per the LoA, it shall be mandatory for the respective Bidder to accept such modified capacity, and refusal to sign the PPA in this case, will be dealt as per the applicable provisions of the RFS. In case such offered partial capacity for signing of PPA is less than 250 MW, PPA will not be executed with such Bidder, and the respective EMD/POI will be returned by SECI	It is requested to allow bidder to exit the process even for the case where modified capacity is more than 50% of the capacity awarded as per the LOA.	Now suppose SECI shall not be able to sign PSA for the cumulative awarded capacity till 180 days from LOA and directed developer to reduce the LOA capacity. In that case, it is very difficult for developer to revise all the clearances/ approvals already granted for original awarded capacity. Further, such reduction of capacity would also impact the economics of the projects. On the other hand it is mandatory for bidder to accept such reduction in capacity without any choice which would result in further delay in project execution due to various revisions in the approvals. Therefore, it is requested that bidder should be allowed to exit the process even for case where modified capacity is more than 50% of the capacity awarded as per LOA. Further, there is a contradiction as clause 5 provides that PPAs will be executed subsequent to signing of PSA which may take 180 days from LOA and clause 14.1 states that PPA shall be signed within 90 days from LOA.	Tender conditions remain unchanged
73	RFS	Sec V Clause 4	4. Selection of Successful Bidder i. At the end of the e-RA, the Bidder quoting the lowest tariff (L1 tariff) will be identified and shall be declared as Successful Bidder. In case of multiple Bidders quoting the L1 tariff, all such Bidders ("L1 Bidders") will be declared as Successful Bidders, for the eligible capacity SE. ii. In case the Eligible Capacity SE, as per Clause 3.2 above, is not fully met by the Successful Bidder(s) as declared above, the remaining Bidders will be asked to match the lowest tariff as discovered above ("L1 Matching") .	Remove the L1 matching criteria and allocation should be on Bucket filling basis or alternatively based on "L1 + x%" range similar to that proposed in the blended wind guidelines (where x can be 10% - 15%). As per clause 14.3 of RFS and 2.1 of PPA document provided that effective date of PPA is 90 days from LOA issuance. For commissioning of awarded capacity as per timelines, developer has to start various works from effective date of PPA such as registration of renewable power projects, application of Connectivity with CTU/PGCIL, land procurement, MOD/AAI application, finalization of equipment supplier etc.	We understand it is the intent of the guidelines is to utilize thermal power to balance renewable energy and provide round the clock (RTC) power to the DISCOM thereby obviating the need for DISCOMs to balance power. However, the referred clause of L1 matching will prove to be a restrictive in achieving the objective of this tender because the developers will come up with multiple solutions as per the resource availability and hence they will be competitive within a range of tariffs. This might eventually lead to the tender being undersubscribed or the final capacity allotment will be much lower than the anticipated tender capacity. In view of the above, we request to remove the L1 matching criteria and allocation should be on Bucket filling basis or alternatively based on "L1 + x%" range similar to that proposed in the blended wind guidelines (where x can be 10% - 15%).	Tender conditions remain unchanged
74	RFS PPA	Section III Cl. 18.3 4.3.1	In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 02 (Two) years from the COD, except with the prior approval of SECI. Subject to the terms and conditions of this Agreement, the RPD undertakes to generate and sell to SECI RE Power and further, complement / balance the supply of Thermal Power by the Thermal Generator to ensure RTC supply and SECI undertakes to purchase such power and pay the Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.	Clarity on the power tie-up arrangement between entity signing PPA & entity generating thermal power would be extremely important for success of this tender Usually, the successful bidder will incorporate an SPV under which the RE project assets will be housed. The PPA will also be signed with such SPV. For meeting its supply obligation under PPA, the successful bidder/ SPV will procure thermal power from a different entity (may be of same group or from different organisation as part of consortium) to complement the RE power.	Such procurement from different entities and onward supply of power to SECI / Procurers would be construed as trading activity in terms of provisions of Electricity Act, 2003. In view of above, more clarity would be required as to how this particular arrangement will function complying with all the legal, regulatory, licensing and other such requirements. Further details regarding this are humbly solicited. Alternatively, it is suggested that clear guidelines/ notification in this regard should be issued by Ministry of Power that above arrangement i.e. "procurement from different entities and onward supply of power to SECI / Procurers would not be construed as trading activity". Further, the newly incorporated SPV would be eligible for lower tax rate, however, due to unclear transaction structure, there could be possibility of higher tax implication on the developer which would result into higher tariff. Hence, complete structural clarity for proposed transaction would be required.	The bidder shall follow applicable rules and regulations with respect to tie-up with a Thermal Power Project. Tender conditions remain unchanged
75	PPA	9.2	With respect to indexation of the Composite tariff, in case the RPD does not supply any thermal power during any particular billing month, no indexation will be provided in the Composite tariff for that particular month.	With respect to indexation of the Composite tariff, in case the RPD does not supply any thermal power during any particular billing month, indexation will be provided in the Composite tariff for that particular month.	It is suggested for cases under which Thermal power is not scheduled by Procurers for entire month, the applicable indexation will be provided in the Composite tariff for that particular month. Accordingly, the clause me suitably amended	Tender conditions remain unchanged
76	PPA	4.1.1 (q)	For a coal-based Thermal Power Project being utilized for the purpose of energy supply under this Agreement, the RPD shall be responsible, for the entire Term of this Agreement, to ensure that all the necessary Agreements for Coal/Mine blocks, including but not limited to Fuel Supply Agreements, and tie up with the owner of the Thermal Power Project, if any, have been executed to ensure uninterrupted power supply under this Agreement.		The RFS & PPA are silent on the applicability of concessional coal to the Thermal capacity awarded under this tender. It is suggested that RFS should clearly specify that the Thermal power plant with this PPA will be eligible for securing linkage coal under the Shakti scheme on similar lines as permitted under tariff based Case -1 guidelines.	Tender conditions remain unchanged

77	PPA	4.1.1 e)	Further, for the thermal plant component, source of coal (domestic/imported) as indicated by the bidder at the time of bid submission, will not be changed during the Term of the PPA.	Clause may be modified as below: Further, for the thermal plant component, source of coal (domestic/imported) as indicated by the bidder at the time of bid submission, shall be allowed to change the source of coal during the Term of the PPA with the prior approval of SECI/ Discoms.	As you aware, Govt of India has opened up the commercial coal mining to private companies and subsequently issued tender documents for auction of around 40 coal mines/blocks located in various States. After the successful allocation, coal will be available for sale from these proposed coal mines/blocks. Therefore, it is necessary to allow bidder to change the coal source in future which will be linked to escalation rate for domestic coal as notified by CERC from time to time. In view of the above, it is requested to allow bidder to change the source in future in case successful bidder wants to supply thermal power based on the coal from auctioned coal blocks/mines.	Tender conditions remain unchanged
78	PPA	10.7.1	iii) Transmission charges and losses, wheeling charges, RLDC/SLDC/Scheduling charges, SOC, MOC, maintenance, etc. and any other charges from the Delivery Point upto the drawl point for the transmission of power being delivered from the power project including Thermal Power Component	Clause may be modified as below: iii) Transmission charges and losses, wheeling charges, RLDC/SLDC/Scheduling charges, SOC, MOC, maintenance, etc. and any other charges from the Delivery Point upto the drawl point for the power project including Thermal Power Component	As you aware, selected developer has to apply for Long term Open Access (LTOA) for the contracted capacity in terms of MW. Further, CERC has notified transmission charges and losses for the transmission of power from time to time which is based on Rs./MW/Month. However, as per clause of PPA, SECI will reimburse the transmission charges and losses to RPD for the transmission of power being delivered from thermal power project which is contrary to the prevailing provisions for payment of transmission charges/losses for the transmission of power to the buying entity after the delivery point. In view of the above, it is requested to remove the line "power being delivered" and payment of transmission charges and losses should be based on the MW terms for the capacity of LTOA granted to RPD.	The clause has been suitably modified. Please refer to the amendments.
79	PPA	9.1	25% of the aforementioned Composite Tariff shall be indexed and adjusted with the index of Domestic Coal or the Imported Coal, as applicable, as per the notification issued by the Central Electricity Regulatory Commission in this regard and accordingly, the adjusted Composite tariff shall be the Applicable Tariff for such period	Inclusion of Foreign Currency Rate Escalation for indexation of the composite tariff.	As per clause, 25% of the Composite Tariff shall be indexed and adjusted with the index of Domestic Coal or the Imported Coal, as applicable, as per the notification issued by the CERC from time to time. CERC while calculating escalation rate for imported coal is only considering coal price variation of various Price Index of coal supplier Country. However, dollar rupee exchange variation has not been considered for the calculation of escalation index by CERC. It is requested that the variation in dollar-rupee exchange should also be allowed to thermal power to be supply from imported coal based thermal power plant.	Tender conditions remain unchanged
80	RFS PPA	Sec III Clause 8.3 PPA - 4.4.2	In order to allow optimization of operation of RE and Thermal Power Generating Systems, the RPD is allowed to supply power in excess of offtake by SECI/Discom, to any third party or power exchange without requiring any NOC from SECI/Discom. The RPD may also sell the power which was offered to SECI/Buying Utility (within the Contracted Capacity) but not scheduled by SECI/Buying Utility, to any third party or power exchange without requiring NOC from SECI/Buying Entity on day-ahead basis.	SECI should ensure offtake of excess generation at PPA tariff. For sale of unscheduled power should be allowed on any mechanism such as Real time basis etc. There should not be any restriction of day ahead basis	As you aware, selected developer will incur huge capex for setting up of renewable based project for the power supply to SECI who is the sole power buyer for the developer. On the other hand selected developer will tie-up with the thermal power plant for supplying RTC power to SECI only. In any time any excess energy selling other than the SECI is very difficult for developers and it will not be a viable option for developer to sell such a power in the open market all the times as open market prices are highly volatile which will be a big risk on the developer part. Considering huge capex and risk involved in the setting of renewable based power plants by developer, clear vision of selling of any excess generation is very important for any developer. In view of the above, it is suggested that any excess generation shall be purchased by SECI at PPA tariff. Further, Power exchanges are coming up with new product such as real time trading etc. Therefore, there should not be any restriction on sale of unscheduled power other than day ahead basis.	Tender conditions remain unchanged
81	RFS	Sec III Clause 3.3 h and Section III CI 14.1	The RTC configuration will be submitted by the bidder at the time of bid submission, and can be changed within 30 days of issuance of LoA.	The Clause may be modified as: The RTC configuration will be submitted by the bidder at the time of bid submission, and can be changed any time prior to the signing of PPA.	Finalisation of RTC configuration within 30 days from LoA is very stiff timeline. The RPD should be provided more flexibility & longer timeline to decide upon the RTC configuration so as to have the complete certainty for execution of the project successfully. Since, complete clarity on project configuration would be required at the time of PPA signing, it is suggested to allow time upto signing of PPA for finalisation of RTC configuration. Same provisions are also provided in recent Blended Wind tender.	Tender conditions remain unchanged
82	RFS	Sec V	Bid Evaluation and selection of Projects	-	It is requested to kindly confirm that bidder should be selected based on only for First Year tariff & applicable escalation index would not be considered for evaluation of bids.	Yes.
83	RFS	Sec III Clause 6 (i)	Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for any quantity between (and including) 500 MW to 5000 MW , in the prescribed formats.	Clause may be modified as below: Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for any quantity between (and including) 500 MW to 2000 MW , in the prescribed formats.	We request that in view of fair competition, there should be a cap on the maximum limit of quantum that can be allocated to a single bidder in this tender say 2000 MW. This would reduce delivery risk of procurers by ensuring diversity amongst the bidders. Further, capping on allocation of capacity to a single bidder would also reduce any future risk of implementation of project as compare to distribution of capacity to different bidders as each developers have different capabilities to execute the projects.	Tender conditions remain unchanged
84	PPA	4.3.2	Any obligation of SECI being Intermediary Procurer shall be deemed to be the obligation of Buying Entity(ies) with which SECI has / will execute Power Sale Agreement.	Add new para below the existing clause: Any obligation of Buying Entity with which has/will execute Power Sale Agreement being Procurer shall be deemed to be the obligation of SECI.	It is requested to provide the suitable clause wherein obligations of Buying entity wrt to purchase of power, tariff payment etc should be deemed obligations of SECI and any non-fulfilment of obligations by Buying entity shall be fulfilled by SECI being the Intermediary Procurer.	Tender conditions remain unchanged
85	RFS PPA	Section III CI 7.12 PPA - 4.2.6	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever , SECI shall bear no liability with respect to transmission charges and losses levied, if any.	Clause 7.12 may be read as below: Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of reasons which are not under-control of the RPD, SECI or Buying Entity shall bear liability with respect to transmission charges and losses levied, if any.	There are so many instances due to which commissioning or readiness of power power would delayed which are not under control of RPD. Therefore, liability with respect to transmission charges and losses levied due to late commissioning of power plant arising out of reasons which are not under control of developer should not be imposed to developer. In view of the above, it is requested to reword the clause from- "any reasons whatsoever" to "reasons which are not under control of the RPD, SECI or Buying Entity shall bear liability with respect to transmission charges and losses" as implication of these transmission charges and losses to the account of developer would make power project unviable.	Tender conditions remain unchanged
86	RFS	Sec III Clause 16 (d)	Early Commissioning The RPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. Early commissioning of the Project will be allowed solely at the risk and cost of the RPD, and SECI shall purchase the energy from such early commissioned Project at the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date,	"only in case the Discom agrees to purchase power from the Project" should be removed.	"only in case where the Discom agrees" is adding uncertainty to the availability of incentive on early commissioning. Please delete the same from the clause, enabling RPD to plan to commission the part or full project earlier then SCD.	Tender conditions remain unchanged
87	PPA	12.2.3	In case of Change in Law/ Regulations as approved by the Appropriate Commission pursuant to Article 12.2.1 or as provided under Article 12.1.3, the RPD/ SECI/ Buying Entities (as the case may be) shall be entitled for relief as follows: Every net increase/decrease of Rs.1 lakh per MW in the RE Project Cost (i.e. cost incurred by the RPD for the supply and services in the Project concerned, upto Actual Commissioning Date of the last part capacity or Schedule Commissioning Date / extended Schedule Commissioning Date, whichever is earlier, for reasons other than those wherein such extension is on account of payment of liquidated damages, penalty or any other charges, as the case may be), shall be liable for corresponding increase/decrease of an amount equal to Rs 0.0036 /kWh.	The compensation of Rs 0.0036/KWh under change in law is inadequate. Same may be revised to Rs 0.005/KWh which is in line with other SECI tenders	Adequate Change in law compensation should be provided to bidder for sustainable compensation to deal with any unforeseen circumstances	Tender conditions remain unchanged

88	PPA	CI 1.1	Definition of "Delivery Point" / "Interconnection Point" "Delivery Point" for the supply of Thermal Power shall mean the inter-connection point at ISTS network, of the Coal Based Thermal Power Project existing at [to be inserted] within the same RLDC.	To be modified as: "Delivery Point" for the supply of Thermal Power shall mean the inter-connection point at ISTS network (through dedicated line or STU) , of the Coal Based Thermal Power Project existing at [to be inserted] within the same RLDC.	Proposed inclusion will bring complete clarity on Delivery Point applicable for STU connected Thermal Power Plant under this PPA & RFS	Please refer to the response at Sl. 70 & 71 above.
89	PPA	10.3.5	<u>Rebate</u> For payment of any Bill on or before Due Date, the following Rebate shall be paid by the RPD to SECI in the following manner. a) A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill. b) Any payments made after ten (10) days of the date of presentation of Bill through hard copy up to the 45th day shall be allowed a rebate of 1 %.	Request to modify rebate provisions as below: a) A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 5 days of the presentation of hard copy of Bill. b) Any payments made after 5 days of the date of presentation of Bill through hard copy up to the Due Date shall be allowed a rebate of 1 % on pro rata basis .	The PSA clause no 2.4 provides for five day period for getting rebate of 1.5% from Buying Entity. In view of same PPA should be allowed a period of 5 days for computing rebate. After sixth day same will be reduced from 1% on prorata basis.	Tender conditions remain unchanged
90	Amendment 01	Annexure E	Liquidated damages on account of shortfall in power offered • 51% of total MWh offered for the corresponding month = 0.51 x 233400 = 119034 MWh • Total RE offered (MWh) for the corresponding month = 108000 MWh • Shortfall in RE offered for the corresponding month (MWh) = 119034-108000 = • Damages due to shortfall in RE offered for the corresponding month = (Monthly shortfall x max. composite indexed tariff x 0.25 x 1000) = Rs. 76,61,734/- • Damages due to shortfall in RE offered (annual) = (Summation of monthly shortfall in RE offered) = Rs. 9,19,40,805/-	Clarifications: As per Sec II CI 10 and Sec III CI 8.1.g, it is clearly stated that "The RPD is required to offer power such that at least 51% of the annual energy offered corresponds to RE Power , and the balance is offered from thermal sources". Now, the highlighted portion of the annexure may be interpreted as that the RPD has to maintain 51% RE injection on a monthly basis and whenever there is shortfall, all such shortfalls will be summed up and penalty will be calculated. However, this is clearly not the case as per the tender conditions as they clearly state that minimum 51% of annual energy offered should be from RE power .	Request SECI to issue necessary clarification regarding the calculation of RE energy on an annual basis rather than on monthly basis which is in line with the tender conditions and subsequently modify the illustration to include the revised penalty calculations.	As it is clearly stated in the Annexure-E, the illustration provided is to demonstrate calculations for a year based on the assumption that the data for a particular month is identical for all months. Actual assessment in terms of availability criteria, offered RE energy will be carried out on annual basis.
91	RFS	Section II CI. 11 – incl. Amendment	If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 2 years after COD), SECI will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.		In case of exit of lead RE Company Thermal is at risk as their PPA is mutually agreed with the earlier RE developer. There is no locus standi of Thermal Generator in RFS/PPA/PSA, it need to be settled with the lead RE Generator which may bring in litigation. Also, PPA between RE & Thermal Generator is not standardised which may create issue from legal standpoint.	Tender conditions remain unchanged
92	RFS	Section III CI. 3.3 – Amendment	h. The RTC configuration will be submitted by the bidder at the time of bid submission, and can be changed within 30 days of issuance of LoA. Subsequently, rated capacities of the RE components cannot be decreased during the Term of the PPA. In case the rated capacities of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD.			The clause has been suitably modified. Please refer to the amendments.
93	RFS	Section III CI. 14.1 - Amendment	Note: PPA will be executed between SECI and the RPD as per the breakup of the cumulative Contracted Capacity awarded to the Bidder. The RPD shall provide the RTC configuration for the quoted capacity in the Covering Letter (Format 7.1), which can be changed by the RPD subsequent to issuance of LoA upto the date as on 30 days from issuance of LoA. Subsequently, rated capacities of the RE components cannot be decreased during the Term of the PPA. In case the rated capacities of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD. The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date or from the date of commissioning of full Project capacity, whichever is earlier.		Provision for changing RTC configuration at any point of time may impact interest of Thermal Generator. More so after 30 days of issuance of LOA RE capacity can only be increased. Keeping the RTC quantum constant if RE is increased, Thermal quantity will anyway decrease. RE may always try to bring in ESS to give RTC power & decrease Thermal quantity. Since, there is no locus standi of Thermal Generator in RFS/PPA/PSA, it need to be settled with the lead RE Generator which may bring in litigation. Also, PPA between RE & Thermal Generator is not standardised which may create issue from legal standpoint.	The clause has been suitably modified. Please refer to the amendments.
94	RFS	Section III CI. 16.a – incl. Amendment	Part commissioning of the Project shall be accepted by SECI subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be 100 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the RPD prior to declaration of commissioning of the said part capacity. For example, a project of 550 MW may be commissioned in 6 parts: First five being part capacities of 100 MW each and the remaining part capacity being 50 MW. However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCD or the date of commissioning of full project capacity, whichever is later. Further, in case of Part Commissioning, rated capacities of the RE and thermal components shall be required to be commissioned in the same ratio of the RTC configuration for the entire Contracted Capacity as per the PPA.		In case of part commissioning of RE which can be an extremely obvious scenario in case of such large RE projects, capacity from Thermal will also be proportionately reduced. Now if in Thermal if MTL is 50% & RE part commissioning is less than 50% Thermal will not be able to generate purely based on this contracted capacity. Such issues need to be ideally dealt with through duly MOP approved standardised PPA between RE & Thermal Generator.	The clause has been suitably modified, please refer to the Amendments.
95	RFS	Section V CI. 4 v. e. - Amendment	Note: The allocation of cumulative Contracted Capacity shall be closed at SE. However, in no case shall the Contracted Capacity awarded to a Bidder selected under this RFS, be less than 250 MW. During the L1 Matching round, in case a Bidder matches the L1 Tariff and is allocated a partial capacity as a result, it shall be mandatory for such Bidder to accept such partial capacity, even if such capacity being offered is lower than 50% of the total capacity quoted by the Bidder, subject to such partial capacity being more than or equal to 250 MW. In case the partial capacity is less than 250 MW, such capacity will remain unallocated, and the L1 matching process will be concluded.		In case of L1 matching if the composite RTC quantity is 250 MW or more, however lesser than offered RTC quantity, the bidder is mandated to accept the same. This may bring issue in operation of Thermal Plant from MTL perspective. Since, there is no locus standi of Thermal Generator in RFS/PPA/PSA, it need to be settled with the lead RE Generator which may bring in litigation. Also, PPA between RE & Thermal Generator is not standardised which may create issue from legal standpoint.	The clause has been suitably modified, please refer to the Amendments.
96	PPA	PPA 1.1 Definitions RFS	"RE Project" or "Project" or "Project Capacity".....comprising wind and/or solar power generating systems , for supply of RE power, including ESS, if any, complemented / balanced by Coal based Thermal Power Sources,..... FORMAT FOR CONSORTIUM AGREEMENT - (To be Submitted Separately for each Project) – (5) - Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:		Role of Thermal Generator not clear in the consortium agreement. How they need to take-up equity share capital?	The tender conditions are self-explanatory
97	PPA	CI. 4.1.1.(e)	Arranging for the thermal component as per RTC Configuration and making necessary binding contractual arrangement with the Thermal Generator and providing absolute indemnity to SECI from such Contract / Contractual Arrangement with Thermal Generator, preferably for the Term of the PPA.		SCEI indemnifies itself from the contract between Thermal Generator & RPD. Risk of Thermal is not protected.	Tender conditions remain unchanged
98	RFS	III – Instructions to Bidder	Connectivity with the Grid 7.9 The Buying Utility will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.		Please clarify the following: 1. Since installed capacity may be different as such is the RPD allowed to receive the long term open access (LTA) for the power corresponding to the complete installed capacity for its various RTC component? 2. What will be the treatment of unutilized capacity under Long Term Access as the RPD is required to take LTA for much larger quantum than actual supply during contract period. 3. In case RPD sells the excess power to third party or on exchange from any of its RTC component, will the extra open access charges be reimbursed.	1. As per applicable regulations 2. As per applicable regulations. 3. As per the arrangement between the RPD and the third party.

99	RFS	III – Instructions to Bidder	8.1 Criteria for Power Supply a. ....The RPD shall install, operate and maintain the Project to supply RE Power complemented with dispatchable Thermal Power, in Round-The-Clock manner, keeping at least 85% Availability annually and also at least 85% Availability during the Peak Hours.		We suggest to increase the minimum availability to 90% which can be achieved without any increase in supply tariff and yet have much better impact in terms of optimizing the transmission cost and hence a reduced landed tariff to Discoms. If the minimum availability is raised to 90% which is at par with the requirement under thermal tenders as per GoI Guidelines, the increase in generation requirement during off-peak hours can easily be met through RE sources at significantly cheaper rates. During peak hours, the developer is expected to rely upon either supply from thermal sources or battery backup. The increase in generation reduces the tariff for supply from thermal/battery backup as the fixed cost of thermal/battery backup is distributed over the higher number of units.	Tender conditions remain unchanged
100	RFS	III – Instructions to Bidder	8.2 Shortfall in Power Supply The amount of such damages will be 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at the maximum indexed composite tariff payable during the year.....		The proposed penalty is expected to be in the range of 85-90 Paise per Unit but the Discoms would be required to purchase the unavailable power at much higher prices specially during the peak hours. We therefore suggest to increase the Penalty to a level of 50%-70% for peak hour unavailability enabling the Discoms to get adequate compensation for the shortfall.	Tender conditions remain unchanged
101	RFS	III – Instructions to Bidder	8.4(a) Compensation in offtake constraint due to Grid Unavailability: Grid unavailability beyond 175 hours in a contract year, as defined in the PPA		Generation compensation should be allowed for the complete Grid unavailability period and not beyond 175 hours in a contract year.	Tender conditions remain unchanged
102	RFS	IV - Qualifying Requirements for Bidders (QR)	8.4 Technical Criteria of Thermal Projects iii. ....Spare capacity / thermal component, as tied up by the RPD for the Term of the PPA, as indicated at the time of bid submission shall be maintained during entire term of PPA, except for the situations where the thermal plant is shut down for scheduled/planned maintenance, or on account of Force Majeure, in which case, the developer is free to tie up the thermal power from some other thermal power plant, without any additional liability to SECI for procurement of power from the other source. In exceptional circumstances, the RPD may be allowed to change the tie-up with prior approval of SECI and the DISCOM.		1. What is the maximum period for shut down for scheduled/planned maintenance in a contract year 2. What is the maximum time period of Force Majeure considered here for non-supply of power from the tied up thermal component. 3. Can the proceeding under IBC or any other situation of bankruptcy of tied up thermal project, be considered as an exceptional permitted case of supplying power from alternative thermal source without taking prior approval from SECI and the DISCOM. 4. In case of Bankruptcy of RPD, can the thermal project (assuming a separate entity) supply the power to Buyer directly and replace the RPD.	1. The desired annual performance criteria of the RPD are clearly laid out in the tender, and operational decisions may be taken by the RPD suitably, to meet the tender's requirements. 2. Force Majeure conditions are self-explanatory. 3. The issues will be dealt on a case-to-case basis. 4. The proposed scenario will be governed by applicable provisions of the PPA.
103	Standard PPA		23.3..... In case SECI fails to execute the Power Sale Agreement for the capacity allocated under the RFS Document within 180 days of the Effective Date of this Agreement or any mutually extended period, capacity under this agreement shall stand reduced on prorata basis without creating any liability to either parties. In such case, if such reduced capacity turns out to be less than 50% of the awarded Capacity and the RPD desires to abandon/ exit the PPA for such capacity also, RPD shall be allowed to exit this Agreement without any liability to either parties		Since the RPD is expected to dedicate entire generating capacity to SECI under this contract, it will be a huge financial risk on part of the RPD, if SECI abandons or exit the contract, hence to provide suitable comfort to the RPD, this clause may be modified as below: In such case, if such reduced capacity turns out to be less than 85% of the awarded Capacity and the RPD desires to abandon/ exit the PPA for such capacity also, RPD shall be allowed to exit this Agreement without any liability to either parties	Tender conditions remain unchanged
104	RFS	Section I Cl. 39	"PROJECT" or "RENEWABLE POWER PROJECT" or "RE PROJECT" shall mean the renewable energy generation facility, comprising Solar Power Generating systems, Wind Power Generating systems, or a combination thereof, for supply of RE power, including ESS...		In 2019, Ministry of Power declared large Hydro projects(>25MW Projects) as Renewable Energy Source. Hence all RE projects(Solar, Wind & Large Hydro) commissioning after the tender date are eligible to participate in the tender. Please Confirm	Tender conditions remain unchanged
105	PPA	Recital E	The RPD has been selected in the Competitive Bidding Process for supply of Contracted Capacity of .....MW through development, generation and supply of electricity from the [Insert proposed combined installed RE Capacity] MW RE Power Project to be established by RPD in India with an obligation on the RPD to arrange for and ensure the Power generation and supply from ISTS-connected Thermal Projects to complement / balance the above RE Power for Round the Clock [RTC]	The Guidelines or the RFS do not mandate a min. Thermal capacity to be tied up. Request to kindly clarify whether RPD can participate with only RE + Storage solution, if it is able to meet all the bid requirements.		RFS conditions are self-explanatory
106	PPA	9.1	... the RPD shall be entitled to receive the Composite Tariff of Rs. / kWh [Insert the Tariff discovered through the bidding process conducted by SECI] for the entire term of this Agreement, with effect from the SED, as per provisions of this Agreement. 25% of the aforementioned Composite Tariff shall be indexed and adjusted with the index of Domestic Coal or the Imported Coal	1. In case of RE+Storage what would be the indexation in tariff. 2. Tariff for supply from RE component shall not be linked with coal price indexation	• Composite tariff will be applicable on supply of power from RE component also, as there is no linkage of RE supply and coal prices thus, it should not be interlinked. • Instead of Composite tariff, a Two Part Tariff structure can be envisaged which comprises of a) RE Tariff – 25 years fixed tariff, payable on the quantum of energy supplied from RE by successful bidder b) Thermal Tariff – payable on the quantum of energy supplied from the Thermal source, and the tariff to comprise of: i) Thermal Tariff Fixed Charge Component - 50% of thermal tariff will be towards thermal fixed charge and to remain fixed for the entire PPA tenure, i.e., 25-years ii) Thermal Tariff Variable Charge Component - 50% of thermal tariff will be towards thermal variable charge and would be indexed with domestic/imported coal prices	Tender conditions remain unchanged
107	RFS, Section-III	14.7	Further, the Bidder shall be required to indicate the source of coal (domestic/imported) being utilized in the Thermal Project, in the Covering Letter...	Thermal power plants based on domestic coal should only be allowed to participate in the bid	• Promote Atmanirbhar Bharat Campaign • Change in law in foreign territories may lead to litigation and / or tariff shocks for Procurers. Ministry of Power in the letter dated September 29, 2014/ August 6, 2014 to KSEB had clarified that bids invited for two fuel options (in a single process) is not in line with government's notification regarding standard bidding guidelines applicable for thermal projects (DBFOO route) and related model contracts	Tender conditions remain unchanged
108	PPA	12.1.1	In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events enforced by the Government of India, after [Insert last date of bid submission], which have a direct effect on the Project (and TPower Component), including .. or (v) any change in the rates of any Taxes, duties or cess, which have a direct effect on the Project, along with Thermal Power Component.	In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events enforced by the Government of India, after [Insert last date of bid submission], which have a direct effect on the Project (and TPower Component), including .. or (v) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the power project and supply of power from the project by the RPD which have a direct effect on the Project, along with Thermal Power Component.	Request to kindly include introduction of new tax/duties also as a part of change of in law. The said provision is there in the other SECI's Wind/Solar/Hybrid bids.	Sl. (i) in Article 12.1.1 addresses the concern raised.
109	PPA		RTC Power Generator or RTC PG or RE Power Developer to execute the PPA with SECI	The term RTC PG is not defined in the PPA. Apart from RE Power Developer a Thermal generator shall also be categorised as RTC Power Generator (RTC-PG) and can become lead generator.	Under the current construct the Renewable Power Developer can only become the lead generator, the definition of RTC PG should also include Thermal generator	The Party of the first Part under the PPA includes "RTC-PG". It is clarified that it is the RPD who is responsible for the performance of the Contract Conditions / Obligations. Tender conditions remain unchanged
110	RFS, Section-IV	8.4.vii.	...The RPD can do a back-to-back tie up for supply of Thermal Power generator and don't need to set up a new Thermal Power project under this tender.	The thermal player should be a signatory in the tri-party PPA	A tri-party PPA between SECI, RPD and the thermal player will reduce risks for the utility on long-term basis i.e. Impact of default at thermal players will be more under a back-to-back arrangement as RPD will also land up with a stressed RE asset. Also with a utility PPA signed by thermal player, getting a long term FSA with CIL will be easier and as per current norms.	Tender conditions remain unchanged
111	PPA	6	Dispatch and Scheduling	Request to provide clarity on operating modalities - 1) When RE generation is lower than the contracted capacity, can RPD declare lower availability of RE to SECI than actual and schedule the balance to 3rd party? 2) When and how shall RPD declare the availability of RE & Thermal assets 3) Whether RTC-PG can shuffle its generation between RE & Thermal assets during intra-day operation		As per applicable regulations and subject to provisions of RFS documents

112	RFS, Section-III	15 (iii)	..the tariff will be adopted by the Appropriate Commission within 60 days of submission of petition or within 120 days from the date of signing of Power Sale Agreement (PSA), whichever is more. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days of submission or 120 days of signing of PSA, whichever is more, shall entail a corresponding extension in financial closure deadline.	..the tariff will be adopted by the Appropriate Commission within 60 days of submission of petition or within 120 days from the date of signing of Power Sale Agreement (PSA), whichever is earlier. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days of submission or 120 days of signing of PSA, whichever is earlier, shall entail a corresponding extension in financial closure deadline.	In case of filing of petition from SECI/Buying after the PPA execution the RPD would face difficulty in achieving FC for the project as Tariff adoption is the condition precedent for PPA enforcement. Thus, it should be linked to PSA execution and not the date of petition filing.	Tender conditions remain unchanged
113	RFS, Section-III	16.b.e	the tariff will be adopted by the Appropriate Commission within 60 days of such submission or within 120 days from the date signing of Power Sale Agreement (PSA), whichever is more. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 days of submission or 120 days of signing of PSA, whichever is more, shall entail a corresponding extension in Scheduled Commissioning Date.	the tariff will be adopted by the Appropriate Commission within 60 days of such submission or within 120 days from the date signing of Power Sale Agreement (PSA), whichever is earlier. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 days of submission or 120 days of signing of PSA, whichever is earlier, shall entail a corresponding extension in Scheduled Commissioning Date.	In case of filing of petition from SECI/Buying after the PPA execution the RPD would face difficulty in achieving SCOD for the project as Tariff adoption is the condition precedent for PPA enforcement. Thus, it should be linked to PSA execution and not the date of petition filing.	Tender conditions remain unchanged
114	RFS	Annexure E	Illustration regarding applicability of liquidated damages on account of shortfall in Power Supply (Clause 8.2, Section III of the RFS) As per the provisions of the RFS and PPA, maximum of the three damages (51% RE, 85% annual availability and 85% of peak hour availability) will be levied on the developer for the corresponding Contract Year	However, Cl 8.2 of RFS states that the maximum of two damages will be levied - "In a particular Contract Year, in case of shortfall in annual availability below 85% and annual shortfall in offering RE power below 51% of the total power offered, the maximum of two damages shall be applicable, but not both."	Kindly clarify whether it will be a maximum of two or three damages.	Clause 8.2 of Section-III has been suitably modified. Please refer to the amendments
115	RFS, Section-IV	B.4.iv.	In order to ensure that the 'spare capacity' of thermal power has been tied up by the bidders, the bidders have to submit, at the time of bid submission, proof of such tie-up and the availability of spare capacity of thermal power, in the thermal power plant so tied up. Such proof shall be in the form of a Board Resolution, signed by the authorized representative of the Board of Directors of the company owning such thermal plant being proposed for tie-up, duly notarized on a Rs 100/- non-judicial stamp paper (Format 7.11). Alternatively, the bidder can form a Consortium with owners of the thermal power plant(s).	Allow change in tied up capacity till the date of PPA signing as long as the source of coal remains the same.	Respective bidder has to do proper due diligence before entering into tie up with Thermal player, thus, request to defer the submission of proof for tie up of thermal capacity till PPA execution as this will provide sufficient time for bidder to do proper due diligence of various thermal assets before entering into a firm agreement.	Tender conditions remain unchanged
116	RFS, Section-II	14	Bidders are allowed to form Joint Ventures and Consortia under the RFS	A joint tri party agreement (with all consortium members) should also be allowed	Allowance of JV/ consortium bidding on one hand and obligations to only the Renewable Power generator on the other contradicts both the positions	There is no limit to the parties forming the Consortium. However, all obligations under the RFS and PPA will be fulfilled by the entity signing the PPA only.
117	RFS, Section-II	15	....all the developer related liabilities, under this RFS and the PPA there under, shall be of the entity signing the PPA, and recognised as RPD....	SECI shall execute tri-party agreement with RPD and Thermal player	Propose that tri party agreement should be signed between SECI, RPD and the thermal player, so that both assets are dedicated to the PPA with SECI/utility. This will also reduce the risk of any default from both thermal and RE players. It is to be noted that risks associated with renewable energy generation and thermal power generation are different. A simple example to site the same is different DSM regulations are applicable for both the technologies and obligations under these regulations are also different	Tender conditions remain unchanged
118	RFS, Section-II	15	..However, multiple spare capacities of the same Thermal Power Project can be tied up with different Bidders under this RFS	One thermal power plant should be allowed to tie-up with only one renewable energy generator (bidder).	Tie-up of multiple spare capacities of the same thermal power plant up with different bidders in the same tender should not be allowed as players may collude and try to manipulate the bidding system for a desired outcome.	Tender conditions remain unchanged
119	RFS, Section-III	7.3	As intimated above, the responsibility of getting the transmission connectivity and Long Term Access (LTA) shall entirely be the RPD and shall be at the cost of the RPD. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the RPD at his own cost.	Please clarify that the LTA will be granted as per the project capacity or the contracted/PPA capacity, at each point of interconnection, whichever is lower	In order to meet RTC requirements RPD may have set up cumulative RE + Thermal capacity more than the PPA capacity. In such a case total LTA required by the RPD may be more than the PPA capacity in MWs. The same can be specifically mentioned in the LoA, so that the RPD can avail LTA at respective location	RPD will be required to comply with the applicable regulations in this regard.
120	RFS, Section-III	7.12	.. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any..	IN the event of any delay due to delay in commissioning of the ISTS network - for reasons not attributable to the RPD - the ISTS waiver should be appropriately extended.	The project should not take the burden of any delay due to delay in execution of the transmission link for the LTA. The financial viability of the project in absence of this revision will be questionable.	Tender conditions remain unchanged
121	RFS, Section-III	8.2	In cases having both shortfall in annual availability below 85% and	-	As there is a penalty clause for availability below 85%, there should be a appropriate incentive clause for having availability & PLF above 85%.	Tender conditions remain unchanged
122	RFS, Section-III	8.3	.. the RPD is allowed to supply power in excess of offtake by SECI/Discom, to any third party or power exchange without requiring any NOC from SECI/Discom....	The RPD should be allowed to use the available excess LTA for supplying to open market	.. This will help RE and thermal players to take a clear forecast on the availability of access for any short-term transaction in the open market. The risk of non-availability of access due to transmission congestion will then be removed.	Usage of available excess LTA (if any) shall be governed as per the applicable regulations.
123	RFS, Section-III	16.c	Delay in Commissioning on account of delay in LTA operationalisation. The above shall be treated as delays beyond the control of the RPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA.	Delay in Commissioning on account of delay in LTA operationalisation The above shall be treated as delays beyond the control of the RPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA.	In all the SECI bids, in case of delay in commissioning is on account of delay in LTA operationalisation then SCD is extended to 60 days subsequent to the readiness of power evacuation infrastructure and/or LTA operationalisation, request to adopt similar provision in this bid as well.	Tender conditions remain unchanged
124	RFS, Section-III	18.3	... shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 02 (Two) years from the COD, except with the prior approval of SECI.	... shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (One) year from the COD, except with the prior approval of SECI.	In all the recent SECI bids for Solar/Wind/Hybrid/Peak Power/RTC, the 51% shareholding of bidder in Project SPV is to be maintained till 1 year from COD, request you to replicate similar provision in this bid as well.	Tender conditions remain unchanged
125	RFS, Section-V	3.2	Total eligible Bidders for e-Reverse Auction ...	H1 should not be disqualified if number of bidders are 3 or less.	This will ensure competition in the reverse auction.	Please refer to Sl. (b) in the Note under Clause 3.2, Section V of the RFS. The clause clearly states that in case the minimum number of shortlisted bidders for e-RA, after elimination at this stage, is less than 3, no elimination will take place at this stage.
126	PPA	4.1.1 e	Arranging for the thermal component as per RTC Configuration and making necessary binding contractual arrangement with the Thermal Generator and providing absolute indemnity to SECI from such Contract / Contractual Arrangement with Thermal Generator, preferably for the Term of the PPA. However, in case of situations where the thermal plant is shut down for scheduled/planned maintenance, or on account of Force Majeure, in which case, the RPD is free to tie up the thermal power from some other thermal power plant, without any additional liability to SECI for procurement of power from the other source. In exceptional circumstances, the RPD may be allowed to change the tie-up with prior approval of SECI and the DISCOM	1. Can RPD tie up more than one declared thermal capacity during the shut down/scheduled maintenance? 2. If SECI/Discom allows for change in tie up of thermal capacity, then can we also change the quantum of declared thermal capacity		1. Yes, but such arrangement shall be at the risk and cost of RPD 2. No.
127	PPA	4.5.2	Provided that delay in commissioning / operationalization of the Thermal Power Project, if any, shall not be admissible among the factors warranting an extension in SCD of the Project.	Request to include Force Majeure events or events beyond the control of the developer to achieve the SCD for the Thermal Power Project too, to be granted time extension	The SCD of the thermal power project may be delayed on account of Force Majeure events or events that were beyond the control of the developer. Such events must be included for getting the required time extension	Tender conditions remain unchanged
128	PPA	10.3.3	Late Payment Surcharge shall be payable to the RPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment surcharge being duly received by SECI under the PSA from the Buying Entity(ies). The Late Payment Surcharge shall be claimed by the RPD through the Supplementary Bill	Request SECI to pay the Supplementary Bill within the same Due Date as mentioned in the PPA, irrespective of when it receives the payment from the Buying Entity	The receivables under the Supplementary Bill may be delayed if the Buying Entity fails to make a payment within 60 days (as per the Due Date of the PSA). Discoms with low credit are known to delay the payments to generators beyond 90 days in many cases, thus affecting the Working Capital requirement of the Bidder	Tender conditions remain unchanged
129	PPA	11.1	Force Majeure Definition	Request SECI to include these additional items under the ambit of Force Majeure to sufficiently cover the risks associated with thermal power generation 1. Non-availability of domestic linkage coal 2. COVID-19 pandemic Further, Thermal power plants that are declared as NPA or taken through insolvency procedures (under IBC, 2016) may not be able to perform power supply obligations. Hence, such a condition should be added under the clauses for 'Performance Excused' of Force Majeure.	Non-availability of domestic linkage coal should be categorized under force majeure event. Further, the plant should be considered under deemed availability and related fixed charges should be paid to the RPD/ bidder. Also, no liquidated damages/ penalties should be levied on the bidder. It would also be prudent to mention the COVID-19 pandemic as Force Majeure event in the PPA document	Tender conditions remain unchanged

130	PPA	12.1.1	Change in Law Definition	Request SECI to include these additional items under the ambit of Change in Law to sufficiently cover the risks associated with thermal power generation. 1. Provisions related to any changes in trading license applications or procedures going forward 2. Capex incurred for set-up of FGD systems 3. Increase in central energy cess or any other statutory cost increase impacting the coal prices	The Change in Law definition do not cover the provisions related to any changes in trading license applications or procedures going forward. Such components should be clearly outlined in the definitions The Change in Law definition does not cover any indication of relief in case of change in law related to imported coal Capex incurred for set-up of FGD systems and increase in central energy cess should be provisioned under change in law definition	Tender conditions remain unchanged
131	PPA	12.2.3	Every net increase/decrease of Rs.1 lakh per MW in the RE Project Cost.... shall be liable for corresponding increase/decrease of an amount equal to Rs 0.0036 /kWh.	Request SECI to modify the Clause in line with its other RE PPAs and increase the corresponding increase in tariff to INR 0.005/kWh for every INR 1 lakh/MW increase in Project Cost	This relief amount is not in line with the general norm followed by SECI in all its other RE tenders: Every net increase/decrease of Rs.1 lakh per MW in the RE Project Cost.... shall be liable for corresponding increase/decrease of an amount equal to Rs 0.005 /kWh.	Tender conditions remain unchanged
132	Rfs & its Amendment	Section-IV, Cl. B.4.iii.	Spare capacity / thermal component, as tied up by the RPD for the Term of the PPA, as indicated at the time of bid submission shall be maintained during entire term of PPA, except for the situations where the thermal plant is shut down for scheduled/planned maintenance, or on account of Force Majeure, in which case, the developer is free to tie up the thermal power from some other thermal power plant, without any additional liability to SECI for procurement of power from the other source. In exceptional circumstances, the RPD may be allowed to change the tie-up with prior approval of SECI and the DISCOM.	Spare capacity / thermal component, as tied up by the RPD for the Term of the PPA, as indicated at the time of commissioning shall be maintained during entire term of PPA, except for the situations where the thermal plant is shut down for scheduled/planned maintenance, or on account of Force Majeure, in which case, the developer is free to tie up the thermal power from some other thermal power plant, without any additional liability to SECI for procurement of power from the other source. In exceptional circumstances, the RPD may be allowed to change the tie-up with prior approval of SECI and the DISCOM.	Due diligence has to be carried out before tie-up of the spare thermal power capacity which is a time taking process, hence, submission of proof of tie-up of spare thermal power capacity shall be linked to the scheduled commissioning, rather than at the time of the bid submission. This will provide a lead time to the bidder/RPD for doing the due diligence of the spare capacity of thermal power and for scouting the best options.	Tender conditions remain unchanged
133	Rfs & its Amendment	Section-II, Cl. B.4.iv.	In order to ensure that the 'spare capacity' of thermal power has been tied up by the bidders, the bidders have to submit, at the time of bid submission, verifiable proof of such tie-up and the availability of spare capacity of thermal power, in the thermal power plant so tied up.	In order to ensure that the 'spare capacity' of thermal power has been tied up by the bidders, the bidders have to submit, at the time of commissioning, verifiable proof of such tie-up and the availability of spare capacity of thermal power, in the thermal power plant so tied up. Bidder shall provide the details of the proposed thermal capacity at the time of bid submission.		Tender conditions remain unchanged
134	Rfs & its Amendment	Section-III, Clause 4.1	The Projects can be located anywhere in India. The RE generation components, along with ESS installed, if any, may either be co-located, or may be located at different locations. While different components of RTC power i.e. solar, wind and thermal can be connected with ISTS network at different ISTS sub-stations, for better Grid balancing they shall be connected within the same RLDC area.	The Projects can be located anywhere in India. The RE generation components, along with ESS installed, if any, may either be co-located, or may be located at different locations. While different components of RTC power i.e. solar, wind and thermal can be connected with ISTS network at different ISTS sub-stations anywhere in India, for better Grid balancing they shall be connected within the same RLDC area.	As RE resources are concentrated and localized to specific regions and locating thermal generation in the same RLDC area would restrict the opportunity for the generators and also may not result in an optimum solution. Hence, it is requested to do away with the condition of location of different components in the same RLDC. Further, the existing thermal stations have allocation to beneficiaries which are in multiple regions.	The clause has been suitably modified, please refer to the Amendments.
135	Rfs & its Amendment	Section-III, Clause 8.3	In order to allow optimization of operation of RE and Thermal Power Generating Systems, the RPD is allowed to supply power in excess of offtake by SECI/Discom, to any third party or power exchange without requiring any NOC from SECI/Discom.	-	As per clause 7.2 (c) of guidelines issued by MoP, the Generator is allowed to supply power from the thermal power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. May please clarify whether excess RE power in addition to excess thermal power can also be sold to any third party or power exchange without requiring any NOC from SECI/Discom.	Tender conditions shall prevail
136	Rfs & its Amendment	Section III Cl. 8.1.b	The RPD can combine storage for ensuring that it achieves the required minimum annual Availability of 85%. However, annually minimum 51% of energy shall be offered from renewable energy sources. This 51% shall also include offer from the storage system, provided RE sources were used to store energy in the storage system.	The RPD can combine storage for ensuring that it achieves the required minimum annual Availability of 85%. However, annually minimum 51% of energy shall be offered from renewable energy sources. This 51% shall also include offer from the storage system, provided RE sources were used to store energy in the storage system. In case of the Pumped Storage Plant (PSP), its co-location with any of the RE capacity is not required.	Pumped Storage plant (PSP) is an efficient way of storing energy. Co-locating PSP and RE plant is extremely difficult. To achieve a competitive tariff, provisions for allowing excess generation from RE plant to be used for PSP consumption at different location and also granting ISTS waiver for this power transmission to the identified PSP for meeting the 51% RE energy requirement may please be allowed.	Requirement of co-location of storage component with the RE components has been removed. Other conditions remain unchanged. However, it may be noted that the RE components, Thermal Component and ESS, if any, shall all be located within the same RLDC region.
137	PPA Document	Cl 13.4.4; 11.10.2	Termination Compensation	-	In the event of PPA termination due to "Procurer event of default", the procurer shall also reimburse the liabilities (i.e. compensation payable to third party thermal power generator tied up by RE developer and/or Fixed charges liability of thermal capacity owned by RE developer till its reallocation to some other Buyers) towards the tie-up for thermal power generation.	Tender condition remain unchanged
138	Rfs & its Amendment	Section III Clause 7.7	The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity. The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the RPD and any financial implication on account thereof shall be borne by the RPD.	-	As per clause 7.2 (i) of guidelines issued by MoP, For deviations from schedule, the DSM (Deviation Settlement Mechanism) shall be applicable as per the prevailing regulations. For RE component of the total power supplied, DSM as per RE regulations shall be applicable, and for thermal component, the DSM as per regulations applicable to thermal power plants shall be applicable. The DSM charges at the generator ends shall be settled by the RTC power generator. May please clarify whether DSM settlement for RE power shall be settled at indexed composite tariff as identified in PPA.	Yes.
139	Rfs & its Amendment	Section IV Cl. A.4.	v. Other provisions of the referred OM issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 will also be applicable for this tender.	v. PRD or their sub-contractor is not allowed to procure Goods/Services from a country which shares land borders with India unless such Contractor is registered with the Competent Authority. vi. Other provisions of the referred OM issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 will also be applicable for this tender.	In the OM dated 23.07.2020, regarding Sub-contracting, it is mentioned that contractor is not allowed to sub-contract to any contractor from a country which shares land borders with India unless such Contractor is registered with the Competent Authority. In view of this, please clarify that whether procurement of any Goods or services from such countries by all the RPDs (Private, Govt., or CPSE) requires the sub-contractors registration with the Competent Authority or it shall be applicable to only Govt./CPSEs.	Provisions under the referred OM are required to be adhered to by the developers.
140	PPA Document	Cl 6.1.4	Auxiliary power consumption will be treated as per the concerned State regulations.	Clause to be deleted.	As the delivery point is at ISTS sub-station, auxiliary power shall be treated as per applicable ISTS regulation.	The clause has been suitably modified, please refer to the Amendments.
141	PPA Document	Cl 9.2	With respect to indexation of the Composite tariff, in case the RPD does not supply any thermal power during any particular billing month, no indexation will be provided in the Composite tariff for that particular month.	With respect to indexation of the Composite tariff, in case the RPD does not offer/make available any thermal power during any particular billing month, no indexation will be provided in the Composite tariff for that particular month.	The tariff calculation takes into consideration the factor of indexation. Any changes in applicability of indexation without the fault of RPD will affect the financials of the project since thermal power is dispatchable and RPD should not be penalised for no offtake by procurer. Hence, this clause may be deleted or linked to the availability as proposed in modified clause.	Tender condition remain unchanged
142	PPA	Recital H	"The RPD has executed an agreement with the Thermal Generator for confirmation of its obligations to complement/balance the RE Power Generation in the manner specified in this Agreement (read along with RFS Documents) to ensure the Round The Clock Power availability and the agreement is attached to this Agreement as Schedule 6.	Since RPD has to submit the copy of agreement between Thermal & RPD as schedule 6 of PPA, we request to make the thermal generator as part of the PPA, which will be helpful for thermal generator to get the linkage coal against the bid.	We request SECI to make the thermal generator as the Part of PPA.Or, suitably clarify that though the Thermal Generator is not part of PPA with SECI, based on the details of Thermal Generator's obligations mentioned in the SECIs PPA with RPD, Thermal Generator will be eligible to participate in the Shakti auction for linkage coal. It is extremely critical to clarify this to ensure receiving competitive tariff for this bid	Tender conditions remain unchanged
143	PPA	4.10.1 b)	The RPD.....for claiming compensation, the RPD must sell their power in the power exchange as a price taker..... However, any amount realized by the RPD, by third party sale of such power which was offered but not scheduled, shall be shared with the Procurer in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis. (a) For RE Power: 90% of Net realization (b) For Thermal Power: 50% of Net realization above variable Charges	Please clarify whether RPD has to compulsorily sell unscheduled power to third party to be eligible claim the compensation on account of power not being scheduled by buying entities. It is to be noted that the block wise price discovered in power exchange may be lower than the variable cost under the PPA. Therefore, please clarify whether RPD is obligated to sale the unscheduled power at such lower price than the variable cost of PPA resulting into losses.	If such un scheduled power to be sold in the IEX, then please clarify that how such losses would be compensated.	Tender conditions remain unchanged

144	PPA	10.7.1 (iii)	RPD may raise a supplementary bill for payment on account of Transmission charges and losses, wheeling charges, RLDC/SLDC/Scheduling charges, SOC, MOC, maintenance, etc. and any other charges from the Delivery Point up to the drawl point for the transmission of power being delivered from the power project including Thermal Power Component, or	Delivery point is defined as interconnection with ISTS network i.e. CTU point. Further, as per the PPA cl 10.7.1 (iii) Transmission charges from delivery point to drawl point is being billed by buying entities on delivered power. Since LTA charges are based on the quantum for which LTA is granted and not on the power being delivered. Hence, reimbursement should be on the total quantum of LTA granted for thermal capacity.	We request to modify the clause as follows; RPD may raise a supplementary bill for payment on account of ...Transmission charges and losses, wheeling charges, RLDC/SLDC/Scheduling charges, SOC, MOC, maintenance, etc. and any other charges from the Delivery Point up to the drawl point for the LTA granted to RPD (including Thermal Power Component)	Tender conditions remain unchanged
145	PPA	article 9 CL 9.1 & schedule 4	Subsequent to commercial operation of first part capacity of the Contracted Capacity, and supply of the RE Power and Thermal Power on the terms contained in this Agreement, the RPD shall be entitled to receive the Composite Tariff of Rs. / kWh [Insert the Tariff discovered through the bidding process conducted by SECI] for the entire term of this Agreement, with effect from the SCD, as per provisions of this Agreement. 25% of the aforementioned Composite Tariff shall be indexed and adjusted with the index of Domestic Coal or the Imported Coal, as applicable, as per the notification issued by the Central Electricity Regulatory Commission 1. Tariff at commencement of 1st Contract Year: Rs. 2.75/kWh 2. Indexation- 4% 3. Tariff at commencement of 2nd Contract Year: Rs. 2.7775/kWh	SECI may appreciate that the total cost for generation of thermal power constitutes two major components as below 1. Cost of coal i.e. the amount paid to coal companies 2. Cost of transportation i.e. the amount paid to Railways and other transporters. It is to be noted that the proportion of transportation cost is significant i.e. + 50% of the ex-mine cost of coal. CERC publishes the index on a half yearly basis for both the component as mentioned above. We want to draw your attention the applicability of escalation is considered from the date of bidding as a standard practice in all the power purchase agreements for thermal power supply.	We request to (i) link the composite tariff accounting in both the indices published by CERC (ii) consider the escalation from the bid date instead of SCD in line with the standard practices.	Tender conditions remain unchanged
146	RFS PPA	RFS [Cl. 15] PPA [Cl. 4.1]	"Irrespective of the contractual arrangement between the RE Power Developer and Thermal Power generator, all the developer related liabilities, under this RFS and the PPA thereunder, shall be of the entity signing the PPA, recognized as RPD." Draft Power Purchase Agreement: 4.1 RPD's Obligations Arranging for the thermal component as per RTC Configuration and making necessary binding contractual arrangement with the Thermal Generator and providing absolute indemnity to SECI from such Contract / Contractual Arrangement with Thermal Generator, preferably for the Term of the PPA.	Tailored negotiated contractual agreements between thermal power generator and RPD may pose challenges for the buying entity [SECI/ Discoms] as the risks may not be most appropriately allocated between the parties. Further, the legality of such contracts may face challenges towards protection of rights/ responsibilities of both the procurer [SECI/ DISCOM] as well as generator. There is a need for balanced and clear PPAs as the contracts are long term which would have to sustain evolving regulatory regimes.	We request SECI to consider Tripartite Agreement with both the generation entities and separate contracts with each of the generators.	Tender conditions remain unchanged
147	Scheme document (for Auction of coal linkages to power producers/PPPs without PPAs dated Dec 20 2019" SHAKTI Bucket 3		4.1.1. The Bidder should not have any valid PPA as on May 17, 2017 in respect of such capacity of the Specified End Use Plant(s) registered under Clause 1 for which it is desirous of participating in the auction i.e. on or before May 17, 2017, the Bidder should not have any document signed by any DISCOM as PPA. It is clarified that in the event the Bidder has a valid PPA dated after May 17, 2017 such bidder shall be permitted to participate in the Auction. 1.1.46 In this regard, "PPA" shall mean the medium term (exceeding 1 year but up to 7 years) and/or long term (7 years and above) power purchase agreement between the power generating source and the power procurer(s), i.e. DISCOM(s)/SDA either directly or through PTC(s) who has/have signed back to back PPAs(s) with DISCOMs/SDA.	As RTC PPA will be sign between RPD and SECI and PSA between SECI and Discom(s). As we are aware that in order to avail the linkage coal under SHAKTI or to convert existing LOA (for coal) to FSA, thermal generator has to submit the PPA with a) PTC/ trading company authorized by government to conduct the bid on behalf of Discom(s) b) Discom(s) directly c) SDAs state designated authority who are authorised to buy the power on behalf of Discom(s) In, present PPA there is no direct agreement between thermal generators and SECI/Discom(s). Hence thermal generator will not get the linkage coal against the bid	We request MOP / SECI to make the thermal generator as integral Part of PPA.	Tender conditions remain unchanged
148	RFS	Sec II, Cl. 10	Bidders shall submit their bid by offering a composite single tariff for the cumulative capacity quoted for. ... Under the RFS, the minimum bid capacity shall be 250 MW. The RPD shall supply RE Power complemented with dispatchable Thermal Power, in Round-the-Clock manner, keeping at least 85% availability annually, and also at least 85% availability during the Peak Hours.	Bidders shall submit their bid by offering a composite single tariff for the cumulative capacity quoted for. ... Under the RFS, the minimum bid capacity shall be 250 MW. The RPD shall supply RE Power complemented with dispatchable Thermal Power, in Round-the-Clock manner, keeping at least 85% availability annually, and also at least 85% availability annually during the Peak Hours.	Said modification is to align the clause with PPA provisions.	The clause has been suitably modified, please refer to the Amendments.
149	RFS	Sec III Cl. 8.2	Shortfall in Power Offered 1. Subsequent to commissioning of the Project, if for any Contract Year, in case the Project Availability is less than 85% on an annual basis, or during the Peak Hours, for reasons attributable to the RPD, such shortfall in performance shall make the RPD liable to pay the liquidated damages provided in the PSA.	Shortfall in Power Offered 1. Subsequent to commissioning of the Project, if for any Contract Year, in case the Project Availability is less than 85% on an annual basis, or less than 85% on an annual basis during the Peak Hours, for reasons attributable to the RPD, such shortfall in performance shall make the RPD liable to pay the liquidated damages provided in the PSA.	Said modification is to align the clause with PPA provisions.	The clause has been suitably modified, please refer to the Amendments.
150	RFS	Sec I Cl. 54	"THERMAL POWER PROJECT" or "THERMAL POWER GENERATING SYSTEM(S)/STATION(S)" ... The 'spare capacity', referred above, is that capacity of a thermal power project that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RFS.	"THERMAL POWER PROJECT" or "THERMAL POWER GENERATING SYSTEM(S)/STATION(S)" ... The 'spare capacity', referred above, is that capacity of a thermal power project that is unencumbered from any power supply commitments or power purchase agreements, having a term of 1 year and above and is available for augmenting the proposed RE power under this RFS.	Existing Thermal Power Generators shall be selling power under short term agreement until the supply in this PPA starts. Thus, any such short-term supply commitments, and such should be excluded for demonstration of spare capacity.	Tender conditions remain unchanged
151	RFS PPA	RFS Sec III Cl. 8.4.b. PPA Article 4.10.1 b)	Addendum to the clause: However, in case net realization of the RE power is negative OR that of the Thermal power is below the Variable Charges OR the power offered in the exchange is not cleared by exchange/RLDC/NLDC/any other appropriate authority for final sale, the RPD will not be required to sell its power on the exchange. In such case, the offered power shall be considered as actual generation for the purpose of payment/compensation under this Clause.	The objective of this provision is to maintain the must-run status of RE & provide suitable compensation in case of backdown by the Buying Utility. At the same time, in case the RE generator gets any revenue from the exchange, he should not unnecessarily benefit out of it. Similarly, in case thermal power is offered but not finally scheduled by the Buying Utility, the provision is intended to protect the Fixed Charge compensation of the generator. Any forced selling of power below the Variable Charge shall result in consequent reduction in Fixed Charge recovery, which is against the intent of the clause. Thus, a suitable amendment as suggested will ensure that Fixed Charge is protected, but at the same time if the thermal generator gets higher tariff than Variable Charge, both the generator as well as the Buying Utility benefit out of it.		Tender conditions remain unchanged
152	RFS		Selection Process	Confirmation Required: We understand that with respect to the methodology for execution of PPA in case of mismatch between cumulative capacity awarded and capacity for which PPA is to be signed, the following will be followed 1. First Preference will be given to that Bidder who was L1 in the e-RA round. In case of tie, the selection will be on Time-stamp basis i.e. bidder who had input the L-1 price first. 2. In case of tie between even the time stamp and price, then ranking will be done on the basis of lowest Financial Bid. 3. In case of tie between even the time stamp, price & Financial Bid, the selection will be on basis of draw of lots. Please confirm.		Yes, the proposed methodology will be followed in case there is more than one bidder at the L1 price after e-RA and before 1 matching round.
153	PPA	1.1 Definitions	Definition of Material Adverse Effect to be added	Definition of Material Adverse Effect to be added as under: Shall mean a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;	The term Material Adverse Effect needs to be defined to avoid ambiguity in its interpretation.	Tender conditions remain unchanged
154	PPA	1.1 Definitions	Indian Governmental Instrumentality shall mean the Government of India, Governments of state(s)..... [Insert the name(s) of the state(s) in India, where the Power Project, SECI and RPD are located] and any ministry, department, board, authority, agency, corporation, commission.....	Indian Governmental Instrumentality shall mean the Government of India, Governments of state(s)..... [Insert the name(s) of the state(s) in India, where the Power Project, SECI, Buying Utility, Thermal Power Project and RPD are located] and any ministry, department, board, authority, agency, corporation, commission....	Governmental instrumentalities of states where the Buying Utility (Discom) as well as the state where thermal power project is located should be included, since they may also be impacted from Change in Law	The clause has been suitably modified, please refer to the Amendments.

155	PPA	4.7.1	Acceptance/Performance Test Prior to synchronization of the Power Project, the RPD shall be required to get / ensure the RE Project / Thermal Component certified for the requisite acceptance/performance test as may be laid down by Central Electricity Authority or an agency identified by the central government to carry out testing and certification for the RE power projects and / or Thermal Project (as applicable).		Clarification Required: We understand that in case of already commissioned thermal power plant, such requirement would not be required. Please confirm.	In such cases, thermal capacity required as per provisions of PPA shall be demonstrated and the necessary reports and certifications as sought by SECI/commissioning committee, will also be required to be submitted prior to declaration of commissioning under the PPA.
156	PPA	Article 10	New provision to be added:	Apportionment of Payment received under this Agreement: All payments made under this Agreement shall first be adjusted towards Late Payment Surcharge, arrears of monthly/supplementary bills & thereafter towards current monthly bills in the order of its ageing, that is, first-in-first-out basis.	It is requested that provision as suggested herein regarding payment appropriation waterfall may be added in the PPA to avoid ambiguities / billing disputes.	Tender conditions remain unchanged
157	PPA	10.1.1	Pursuant to Article 4.1.1 (k), SECI shall set up a payment security fund for RE Projects in order to ensure timely payment. This fund will have a corpus to cover 3 months' payment.		Please clarify/confirm timelines of establishment of the payment security fund referred to in Article 10.1.1. Ideally, the PSF, being one among the payment security mechanisms for the RPD under the PPA, should be established prior to Commissioning of the project similar to Letter of Credit. Please confirm.	The Payment Security Fund will be made available prior to the raising of first energy bill by the RPD.
158	PPA	10.3.3	Late Payment Surcharge In the event of delay in payment of a Monthly Bill by SECI beyond the Due Date, a Late Payment Surcharge shall be payable to the RPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment surcharge being duly received by SECI under the PSA from the Buying Entity(ies). The Late Payment Surcharge shall be claimed by the RPD through the Supplementary Bill.	Late Payment Surcharge In the event of delay in payment of a Monthly Bill by SECI beyond the Due Date, a Late Payment Surcharge shall be payable to the RPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the RPD through the Supplementary Bill. Apportionment of Payment received under this Agreement: <u>All payments made under this Agreement shall first be adjusted towards Late Payment Surcharge, arrears of monthly/supplementary bills & thereafter towards current monthly bills in the order of its ageing, that is, first-in-first-out basis.</u>	We request that the provisions of LPS payments under Thermal standard PPAs shall be replicated.	Tender conditions remain unchanged
159	RFS	Section V Cl. 5	PPAs will be executed subsequent to signing of PSAs by SECI. After the issuance of LoA(s) for the cumulative awarded capacity, in case the total capacity of PSAs signed by SECI until 180 days subsequent to the date of issuance of LoAs is lower than the cumulative awarded capacity, the cumulative PPA capacity to be executed by SECI will be reduced accordingly	PPAs will be executed subsequent to signing of PSAs by SECI. After the issuance of LoA(s) for the cumulative awarded capacity, in case the total capacity of PSAs signed by SECI until 1 year subsequent to the date of issuance of LoAs, and as mutually extended , is lower than the cumulative awarded capacity, the PPAs shall be executed with the successful bidders for the quantum so tied-up under PSAs in proportion to the quantum of LoAs issued to the respective bidders.	Since once the L1 tariff is matched as per RFS provisions, the allocation of PSA should be done on a basis which provides fair treatment to all the successful bidders. Therefore, we request that the PSA capacity should be allocated on a proportionate basis to all the successful bidders.	Tender conditions remain unchanged
160	General	Clarification		The Guidelines / PPA require the RPD to supply RTC power comprising RE power, complemented with power from coal based Thermal Power Stations. This RTC supply is subject to three constraints viz (i) Annual Availability of 85%; (ii) Annual Availability during Peak hours of 85% and (iii) at least 51% energy to be supplied from RE sources. Given the above constraints and requirements, there will be certain periods when RE generation will be at peak essentially resulting in huge backdown for thermal power and hence thermal generators will be required to sell on exchange to meet their technical minimums. Moreover, Clause 4.10.1 (b) of the PPA and Clause 7.5 (b)(i) of the Guidelines, require the RPD to sell power on the exchange as a price taker in order to seek compensation for lower offtake by Procurer. In view of the above, we request you to clarify / confirm that: 1. Thermal generators will be permitted to use their existing coal linkages / avail linkage for the purpose of supply under this PPA 2. Since Thermal generators will be constrained to sell on exchange for reasons as mentioned above, <u>coal linkage shall be allowed for such sale of power on exchange.</u>	Request to clarify.	Tender conditions remain unchanged
161	RFS	C.4	For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.		Please confirm that the audited consolidated annual accounts of the Bidder / Affiliate may be used for the purpose of financial requirements provided the Bidder / Affiliate has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account	No, as per the RFS conditions, it is clarified that an Affiliate cannot demonstrate the qualification requirements on the basis of consolidated Financial Statements
162	PPA	4.1.1	.....Further, for the thermal plant component, source of coal (domestic/imported) as indicated by the bidder at the time of bid submission, will not be changed during the Term of the PPA.	.....Further, for the thermal plant component, source of coal (domestic/imported) as indicated by the bidder at the time of bid submission, will not be changed for escalation purpose during the Term of the PPA.	To align with clause 14.7 of the Section III	Tender conditions remain unchanged
163	PPA	9.2	With respect to indexation of the Composite tariff, in case the RPD does not supply any thermal power during any particular billing month, no indexation will be provided in the Composite tariff for that particular month.	Indexation of the Composite Tariff will be provided in case the RPD supplies thermal power at least 25% of the total energy during any particular billing month. If the RPD supplies thermal power less than 25% of the total energy during any particular billing month, the indexation percentage shall be decreased on pro-rata basis.		The clause has been suitably modified, please refer to the Amendments.
164	RFS	Section II, Def 55	"THERMAL POWER PROJECT" or "THERMAL POWER GENERATING SYSTEM(S)/STATION(S)" shall mean a Coal based Thermal Power Project, using coal as the source for conversion from mechanical energy to electrical energy, and shall include thermal power plants which are already, partly or fully, commissioned before the date of issuance of this RFS, or are under construction as on the date of issuance of this RFS, but have spare generation capacity that can be made available for long-term supply of RTC Power under this RFS.	"THERMAL POWER PROJECT" or "THERMAL POWER GENERATING SYSTEM(S)/STATION(S)" shall mean a Coal based Thermal Power Project, using coal (except under The Coal Mines (Special Provisions) Act, 2015) as the source for conversion from mechanical energy to electrical energy, and shall include thermal power plants which are already, partly or fully, commissioned before the date of issuance of this RFS, or are under construction as on the date of issuance of this RFS, but have spare generation capacity that can be made available for long-term supply of RTC Power under this RFS.	The Coal Mines (Special Provisions) Act, 2015 stipulates certain regulation/limitation on tariffs quoted from the power projects using the coal from such mines so that the benefits are passed on to the consumers. The benefits under the auction include: 1. ROM price quoted in the power sale bid should not exceed ROM price quoted in coal block auction 2. Addition premium, if any, quoted in coal block auction shall not be reckoned in the tariff quoted in power sale bid 3. Fixed charges quoted in the power sale bid cannot be more than the ceiling determined by Appropriate commission The current Tender does not have such provisions, hence such projects needs exclusion	Tender conditions remain unchanged
165	RFS	Section II, Cl 2.10	.....Under the RFS, the minimum bid capacity shall be 250 MW. The RPD shall supply RE Power complemented with dispatchable Thermal Power, in Round-the-Clock manner, keeping at least 85% availability annually, and also at least 85% availability during the Peak Hours.	.....Under the RFS, the minimum bid capacity shall be 250 MW. The RPD shall supply RE Power complemented with dispatchable Thermal Power, in Round-the-Clock manner, keeping at least 85% availability annually, and also at least 85% availability during the Peak Hours on daily basis	The current tender is round the clock tender. Therefore, request to clarify the peak hour availability of 85% on daily basis	Tender conditions remain unchanged
166	RFS	Section II, Cl 1	Power procured by SECI from the above Projects has been provisioned to be sold to the different Buying Utilities of India. The details of Buying Utilities shall be intimated at a later date. SECI shall at its discretion be entitled to substitute any entity in other states only for selling the power procured from the selected Bidder.	Power procured by SECI from the above Projects has been provisioned to be sold to the different Buying Utilities of India. The details of Buying Utilities shall be intimated prior to RFS submission. SECI shall at its discretion be entitled to substitute any entity in other states only for selling the power procured from the selected Bidder.	Beneficiaries must be identified upfront and adequate market requirement analysis has to be done to avoid blockage of PBG	Tender conditions remain unchanged
167	RFS	Section II, Cl 10	Under the RFS, the minimum bid capacity shall be 250 MW. The RPD shall supply RE Power complemented with dispatchable Thermal Power, in Round-the-Clock manner, keeping at least 85% availability annually, and also at least 85% availability during the Peak Hours	Under the RFS, the minimum bid capacity shall be 250 MW. The RPD shall supply RE Power complemented with Energy storage system or Thermal Power , in Round-the-Clock manner, keeping at least 85% availability annually, and also at least 85% availability during the Peak Hours	1. It is understood that role of thermal is to mitigate the intra-day/inter-seasonal variability of RE (and it is largely incapable to mitigate the general infirm nature of RE supply due to various constraints including minimum ramp-up/ ramp-down requirements, technical minimum, etc.) 2. There are alternate technologies available which can better manage the infirm and variable nature of RE and to that extent may be better solution for providing RTC supply from RE sources 3. There is a significant risk with respect to coal including sourcing risk, both from quantity and price risk, logistics risk, regulatory risk (environmental regulations with respect to sourcing, handling, disposal, taxation, etc.) which exposes developer and/ or procurer to unwarranted risks. It is understood that RPD can submit bid at its own, i.e. without complementing with thermal power, subject to meeting all requisite performance criteria in the document. Please confirm.	Tender conditions remain unchanged

168	RFS	Section III, Cl. 3.3	<p>d. For a Contracted Capacity of 500 MW (for eg.), the "Project Capacity" can be more than Contracted Capacity, i.e. 500 MW. Project Capacity shall mean rated AC capacities of solar PV and wind power components as declared to be installed under the PPA....</p> <p>f. Thus, a possible configuration of "RTC configuration" against a Contracted Capacity of 500 MW could be:</p> <p>a. Solar PV component: 300 MW</p> <p>b. Wind Power component: 100 MW</p> <p>c. Thermal Power component: 200 MW</p>		<p>In the example provided, the contracted capacity is 500 MW while the installed RE project capacity is 400 MW only. Thermal capacity which is to be used as a complementary source with a back to back arrangement with RPD is also being included in the contracted capacity without actually being part of the contractual arrangements with SECI.</p> <p>Illustration showing calculation of penalty also shows a similar configuration where installed RE capacity is less than the contracted capacity</p> <p>Bundling scheme doesn't envisage inclusion of thermal capacity in the contracted capacity but only support from them to minimise the intermittency expected from an installed RE capacity. It should also be clarified that Contracted capacity cannot be higher than the installed RE capacities.</p>	Tender conditions remain unchanged
169	RFS	Section III, Cl 6	<p>A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid offering a minimum quantum of power of 250 MW capacity and a maximum quantum of 5000 MW, in the prescribed formats.....</p> <p>Multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.</p>	<p>A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid offering a minimum quantum of power of 250 MW capacity and a maximum quantum of 5000 MW, in the prescribed formats.....</p> <p>Multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.</p>	<p>1. Broadly, for a 500 MW bid capacity, the corresponding RE capacity will be 1.5 – 2.0 times (hybrid wind-solar). Hence, if a RPD is desirous of bidding 1000 MW, the required RE capacity can be up to 2000 MW requiring similar land.</p> <p>2. In the current environment, it may be infeasible for any RPD to develop one single project at such scale. Hence, it will have to be broken in to multiple smaller projects with different economics and tariff.</p> <p>3. Accordingly, a Bidder (including related entities) should be allowed to put multiple bids from different 'Projects' with corresponding tariff.</p> <p>It is suggested that the stipulation may be reviewed as it can limit the capacity which a single RPD will be able to bid except select few.</p>	Tender conditions remain unchanged
170	RFS	Section III, Cl 8.4.a	Provision for Generation Compensation.....Generation Compensation = ((Composite Tariff x RE power (MW) offered but not scheduled by Buying Utility) + (Fixed Charge x Thermal power (MW) offered but not scheduled by Buying Utility)) X 1000 X No. of hours of grid unavailability	Provision for Generation Compensation.....Generation Compensation = ((Composite Indexed Tariff x RE power (MW) offered but not scheduled by Buying Utility) + (Fixed Charge x Thermal power (MW) offered but not scheduled by Buying Utility)) X 1000 X No. of hours of grid unavailability	A composite single first-year tariff for renewable energy, complemented with thermal energy is considered as (the "Composite Tariff"). Therefore, the said provision of generation compensation shall be modified with composite indexed tariff instead of composite tariff. Please confirm	"Composite Tariff" shall mean "Applicable Tariff" in this clause.
171	RFS	Section III, Cl 14.7	The cost of thermal power varies with the price of coal, operation and maintenance cost, etc. Thus, to accommodate such variations in cost in the entire energy mix, 25% of the Composite Tariff shall be indexed and adjusted, with the index of domestic coal or the imported coal, as the case may be, as notified by Central Electricity Regulatory Commission (CERC) from time to time.	The cost of thermal power varies with the price of coal, operation and maintenance cost, etc. Thus, to accommodate such variations in cost in the entire energy mix, 25% of the Composite Tariff shall be indexed and adjusted, with the index of domestic coal or the imported coal, as the case may be , as notified by Central Electricity Regulatory Commission (CERC) from time to time.	Different indices for different bidders will lead to evaluation issues for the buying entity(ies). Therefore a single, defined indexed may be used for each bidder	Tender conditions remain unchanged
172	RFS	Section III, Cl 16.b.a	For a Project of size not more than (and including) 500 MW, the Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of PPA (for e.g. if Effective Date of the PPA is 07.04.2020, then SCD shall be 07.10.2021). For a Project size more than 500 MW but not more than (and including) 1000 MW, the SCD for full capacity of the Project 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 07.04.2020, then SCD shall be 07.04.2022). For a Project size more than 1000 MW, SCD for full capacity of the Project shall be the date as on 30 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.04.2020, then SCD shall be 07.10.2022).	Irrespective of the project size, SCD for full capacity of the project shall be 30 months from the effective date of PPA	We understand that since it's a 5 GW tender, and approx 5-7 GW wind projects would be installed to cater such RTC power requirement. Therefore, it has been requested to extend the SCD of the projects	Tender conditions remain unchanged
173	RFS	Section V, Cl 2.b	In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff", which shall be the First year Composite tariff as quoted by the Electronic Form of Financial Bid plus the estimated ISTS burden on DISCOM considering the Thermal Share minus the estimated RPO benefit considering the RE share ("Evaluation Parameter") , in line with Clause 14.7 of Section III of the RFS. After this step, the shortlisted bidders shall be invited for the Reverse Auction. Reverse Auction shall be conducted only on the first year composite tariff as quoted by the Bidders. For the purpose of interpretation, any reference to "first round tariff" in this section will refer to the "first year composite tariff".	<p>In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff", which shall be the First year Composite tariff as quoted by the Electronic Form of Financial Bid plus the estimated ISTS burden on DISCOM considering the Thermal Share minus the estimated RPO benefit considering the RE share ("Evaluation Parameter"), in line with Clause 14.7 of Section III of the RFS. After this step, the shortlisted bidders shall be invited for the Reverse Auction.</p> <p>Reverse Auction shall be conducted only on the Evaluation Parameter. For the purpose of interpretation, any reference to "first round tariff" in this section will refer to the "Evaluation Parameter".</p> <p>Bidders are provided with an Excel template at the RFS stage where they can only change the First year composited tariff and the energy mix and calculate the "Evaluation Parameter" so that he knows the affect of energy mix on the "Evaluation parameter"</p>	<p>The tender stipulates the ISTS charges of Thermal to be borne by DISCOMs and RPO benefits of RE shall be passed on to the DISCOMs. Since the DISCOMs are more concerned about their landed tariff and the RPO benefits, evaluation methodology be changed accordingly.</p> <p>Instead of going towards first year tariff, SECI may adopt the levelized tariff methodology for bid evaluation similar to wind / solar competitive bids which will ultimately benefit the procurer in getting competitive tariffs. Otherwise it would be difficult for any developer to quote for the first year, reason being for RE capacity RPD has to quote for levelized tariff and for thermal RPD quote for first year tariff. In addition, in case of RE capacity as indexation is included in the tariff, in case of escalation the entire RE project would go on a toss as it has the levelized tariff and its financials would be badly affected. While on the other side, for thermal projects no such issues arise as it has variable cost as well. Considering the above, it has been suggested that evaluation would be based on Levelized tariff instead of first year tariff</p>	Tender conditions remain unchanged
174	RFS	Section V, Cl 4	L-1 MATCHING AND SELECTION OF SUCCESSFUL BIDDERS.....ii. In case the Eligible Capacity SE, as per Clause 3.2 above, is not fully met by the Successful Bidder(s) as declared above, the remaining Bidders will be asked to match the lowest tariff as discovered above ("L1 Matching").....iii.....	.....The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) and so on till the total capacity (SE) is exhausted.....	RTC Power from Grid-Connected Renewable Energy (RE) Power Projects, complemented with Power from Coal based Thermal Power Projects is unique and first of its kind tender. It would take considerable time to understand the combination of such technologies. Considering the above, it is suggested that there should be bucket filling mechanism instead of L1 matching criteria	Tender conditions remain unchanged
175	General				All the terms in the RFS and PPA, like Availability, Backdown, Despatch, Scheduling, shall be defined in Capitalized, in consistence with the prevalent Regulations	The terms will have the same meaning as per the applicable regulations, unless specifically defined in the tender documents.
176	PPA	Recital E	The RPD has executed an agreement with the Thermal Generator for confirmation of its obligations to complement /balance the RE Power Generation in the manner specified in this Agreement (read alongwith RFS Documents) to ensure the Round The Clock Power availability and the agreement is attached to this Agreement as Schedule 6. Further		Please clarify whether any standard format is required to be followed for the agreement between RPD and the Thermal Generator or the bidder is free to following its own format	No standard format will be provided by SECI in this regard.
177	PPA	Definitions	"Declared Capacity" or "Offered Capacity" or "Offered Power": shall mean the schedule (in MW) punched-in by the developer at the respective RLDC interface for any time-block of the day as defined in the Grid Code.	"Declared Capacity" or "Offered Capacity" or "Offered Power": shall mean the schedule (in MW) as declared by the developer at the delivery point for any time-block of the day as defined in the Grid Code.	Offered capacity need not be the punched-in capacity, as the Buying entity has the right to backdown part/full thermal capacity as per the Tender. Definition needs to be changed accordingly	The clause has been suitably modified. Please refer to the amendments.
178	PPA	4.4.1	..... The RPD shall also be obliged to supply RE Power complemented with dispatchable Thermal Power, in Round-The-Clock manner, keeping at least 85% Availability annually and also at least 85% Availability annually during the Peak Hours. Peak hours will be four hours out of 24 hours as determined by the POSOCO/RLDC from time to time, where the Buying Entity(ies) is/are located.	..... The RPD shall also be obliged to supply RE Power complemented with dispatchable Thermal Power, in Round-The-Clock manner, keeping at least 85% Availability annually and also at least 85% Availability Daily during the Peak Hours. Peak hours will be four hours out of 24 hours as informed by Buying Entity(ies) from time to time	<p>1. Since the current tender is round the clock tender the peak hour availability of 85% should be on daily basis</p> <p>2. Since the peak requirement of State to State and DISCOM to DISCOM varies very widely, the Buying Entity(ies), rather than POSOCO/RLDC, should have the power to chose the peak hours</p>	Tender conditions remain unchanged
179	PPA	9.2	With respect to indexation of the Composite tariff, in case the RPD does not supply any thermal power during any particular billing month, no indexation will be provided in the Composite tariff for that particular month.		<p>Illustration requested.</p> <p>Say, for second year the monthly escalation determined by CERC is 3%.</p> <p>I Month - Thermal supplied - Indexation: (1+3%)</p> <p>II Month - No thermal supply - No Indexation</p> <p>III Month - No thermal supply - No Indexation</p> <p>IV Month - Thermal supplied - Indexation: (1+3%)*4 or (1+3%)*2?</p> <p>Please clarify the indexation provided for IV month</p>	Please refer to the illustration provided as part of the Amendments.
180	PPA	Cl 10.1.1	Pursuant to Article 4.1.1 (k), SECI shall set up a payment security fund for RE Projects in order to ensure timely payment. This fund will have a corpus to cover 3 months' payment.	Pursuant to Article 4.1.1 (k), SECI shall set up a payment security fund for RE Projects including thermal component in order to ensure timely payment. This fund will have a corpus to cover 3 months' payment.	Thermal component should also be included in the payment security fund	Tender conditions remain unchanged
181	PPA	Cl 12.1.1	In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events enforced by the Government of India....	In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events enforced by the Government of India including the concerned State Governments		The clause has been suitably modified. Please refer to the amendments.

182	RIS	Section III CI. 8.2	1. Subsequent to commissioning of the Project, if for any Contract Year, in case the Project Availability is less than 85% on an annual basis, or during the Peak Hours, for reasons attributable to the RPD, such shortfall in performance shall make the RPD liable to pay the liquidated damages..... 2. Further, the RPD shall also be liable for paying liquidated damages to SECI for any shortfall in offering RE power below the mandatory 51% of the total power offered in a Contract Year, for reasons solely attributable to the RPD.....	1. Subsequent to commissioning of the Project, if for any Contract Year (starting with the 1st April immediately succeeding the date of Commissioning), in case the Project Availability is less than 85% on an annual basis, or during the Peak Hours, for reasons attributable to the RPD, such shortfall in performance shall make the RPD liable to pay the liquidated damages..... 2. Further, the RPD shall also be liable for paying liquidated damages to SECI for any shortfall in offering RE power below the mandatory 51% of the total power offered in a Contract Year (starting with the 1st April immediately succeeding the date of Commissioning), for reasons solely attributable to the RPD.....	The said clause enforces penalty on shortfall from 1st year itself, subsequent to commissioning. In case a project is commissioned in middle of the 1st contract year (after 1st April of the year), then it will not be able to achieve 85% and 51% availability criteria as laid down in the tender. Hence, the obligation for fulfilling the said availability criteria shall be applicable subsequent to completion of 1st Contract Year. Whereas, in case the commissioning is on 1st April of the year then the obligation shall start from the 1st contract year itself.	The clause has been suitably modified. Please refer to the amendments.
183	RIS	Section IV A.7	Any consortium, if selected as Successful Bidder for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RIS) before signing of PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RIS.	Request SECI to please clarify & confirm the following: The Project Company (which shall sign the PPA with SECI) should be allowed to be a Bundling/ Trading Company which can be separate from the RE SPV(s) wherein the RE assets will be housed. For the comfort of SECI, SECI can add a clause that in case of EOD by the Bundling/ Trading SPV, SECI and/ or Buying Entity (DISCOM) shall have step in rights into the RE SPV, so that the appropriate EOD clause can be triggered. Example: - RE Developer "A"ties-up/ makes a Consortium with Thermal Generator "B". - Post bid winning, a Project Company "C" is formed for signing PPA with SECI. - The RE developer executes the RE Project in separate subsidiary(ies) "D", and Thermal Generator has it's assets in it's subsidiary "E". - The Project company "C" will procure power from "D" and "E" and will also provide SECI and lenders unconditional step-in rights to the assets of RE Project in company "D". Thus the Project company "C" will secure the interest of SECI & Lenders and will also act as a Trading Company.	Currently allowed structure will require RPD to obtain trading license, and will result in inability of the RPD to get the benefit of lower tax rates (i.e. RPD shall not be eligible for 15% tax rate for manufacturing companies). This structure shall also create issues for raising Project Financing (Debt part) due to linkage with thermal and directly/indirectly exposed to thermal risks. This in turn will result in not discovering competitive tariffs. This is industry issue and not a particular IPP issue. If this Bid structure is allowed under the tender it will ease the project financing for RE Projects as Thermal and RE are completely different asset classes and lenders of RE projects may not be willing to fund RE projects with risks of both asset classes.	Tender conditions remain unchanged. It is clarified that the entity signing the PPA with SECI will construct and own the RE assets under the agreement.
184	RIS	Sec VII Format 7.1	As per the current Format the bidder needs to declare RTC configuration (RE + Thermal breakup), in the table as per Amendment 1 to the RIS for the covering letter format, at the time of bidding. The RTC Configuration contains the following: Solar: ____MW (AC), ____MWp (DC) Wind: ____MW Thermal component: ____MW	As per the current Format the bidder needs to declare RTC configuration (RE + Thermal breakup), in the table as per Amendment 1 to the RIS for the covering letter format, at the time of bidding. The RTC Configuration contains the following: Solar: ____MW (AC), ____MWp (DC). Wind: ____MW, Thermal component: ____MW	"As per MNRE advisory/clarification F. No. 283/63/2019-GRID SOLAR dated 05.11.2019, ""As long as the solar PV power plant is in accordance with the contracted AC capacity and meets the range of energy supply based on Capacity Utilisation Factor (CUF) requirements, the design and installation of solar capacity on the DC side should be left to the generator/developer."" Further, the RPDs will be free to reconfigure and repower various components of the RTC configuration from time to time during the PPA duration, pursuant to Clause 14.1. Hence, there should be no requirement of mentioning the Solar DC capacity in the Cover Letter, and the bidder should be free to change the Solar DC capacity at its discretion from time to time, as long as the other PPA requirements are being fulfilled"	Please refer to Clause 14.1, Section III of the RIS (as amended) in this regard.
185	PPA	2.1.5	The parties acknowledge and agree that the Scheduled Commercial Operation Date for the RE Project has been agreed to in this agreement based on each of the Conditions Precedent contained in Article 2.1.4 being duly accomplished not later than 60 days of submission of such petition by SECI/RPD or within 120 days from the date of signing of PSA, whichever is more. In the event of delay beyond the deadline as above, of such fulfillment of Conditions Precedent, there shall be corresponding extension of Scheduled Commercial Operation date and extension of time for satisfaction of Conditions Subsequent, if the RPD has not started any work at site.	Request SECI to amend the clause as follows: The parties acknowledge and agree that the Scheduled Commercial Operation Date for the RE Project has been agreed to in this agreement based on each of the Conditions Precedent contained in Article 2.1.4 being duly accomplished not later than 60 days of submission of such petition by SECI/RPD or within 120 days from the date of signing of PSA, whichever is more less . In the event of delay beyond the deadline as above, of such fulfillment of Conditions Precedent, there shall be corresponding extension of Scheduled Commercial Operation date and extension of time for satisfaction of Conditions Subsequent, if the RPD has not started any work at site .	i) 60 days from submission of petition can be higher than 120 days from PSA signing, hence rendering the 120 day timeline irrelevant. ii) It should be left to RPD's discretion to start work at the site regardless of the status of Tariff Adoption, and vice-versa and should not be linked to whether extension is to be granted or not.	Tender conditions remain unchanged
186	PPA	2.3.2	Early Termination: In such scenario, any termination compensation payable by the respective Buying Entity, will be passed on to the RPD, after deducting SECI's costs, if any.	In such scenario, termination compensation as per clause 13.4 of the PPA, shall be payable by SECI, or the respective Buying Entity and will be passed on to the RPD, after deducting SECI's costs, if any .	The RPD should be paid the entire Termination Compensation, as per SECI Event of Default. SECI's costs, if any, should be borne by SECI itself (considering RPD will bear its own costs too), or may be recovered from Buying entity over and above the Termination Compensation payable to RPD. Further, as per MNRE RTC Thermal Guidelines, Termination Compensation is payable by the "Procuree", which includes the Intermediary Procuree, i.e. SECI.	Tender conditions remain unchanged
187	PPA	2.3.3	In case SECI fails to execute the Power Sale Agreement for the capacity allocated under the RIS Document within 180 days of the Effective Date of this Agreement or any mutually extended period, capacity under this agreement shall stand reduced on prorata basis without creating any liability to either parties. In such case, if such reduced capacity turns out to be less than 50% of the awarded Capacity and the RPD desires to abandon/exit the PPA for such capacity also, RPD shall be allowed to exit this Agreement without any liability to either parties and Instruments provided by the RPD for the Performance of this Agreement i.e. Performance Bank Guarantee shall be released by SECI without any deduction.	This clause should be deleted, since its not applicable.	As per amended CI. 5, Section V of the RIS - "PPAs will be executed subsequent to signing of PSAs by SECI". Hence, once the PSAs are signed, there is no question of reduction of PPA capacity.	The said clause deals with the scenario wherein the PSAs are signed for a total capacity lower than the awarded capacity, based on which, the respective PPA capacities will be determined prior to signing of PPAs.
188	PPA	3.2.4	Clause to be added	"Please add the following clause: Further, any delay in the timelines stipulated in Article 2 of this Agreement, or Rectal II of the PSA, shall entail a corresponding extension in the deadline as stipulated in Article 3.1."	This is in line with other provisions of SECI's draft PPA, PSA.	The clause has been suitably modified, please refer to the Amendments.
189	PPA	4.4.2	Right to Contracted Capacity: Any energy produced and flowing into the grid before Scheduled Commercial Operation Date shall not be to the account of or at the cost of SECI/ Buying Entity(ies). SECI may however agree to buy such power at a tariff as agreed to between SECI and the Buying Entity (including SECI's trading margin), provided the Buying Utility consents for purchase of such power	Please modify the clause as follows: Any energy produced and flowing into the grid before Scheduled Commercial Operation Date shall not be to the account of or at the cost of SECI/ Buying Entity(ies). In case of Early Commissioning, SECI may however agree to buy such power at a tariff as agreed to between SECI and the Buying Entity (including SECI's trading margin) at the PPA Tariff up to the Contracted Capacity, provided the Buying Utility consents for purchase of such power.	In case of Early Commissioning, SECI should buy all the power up to the Contracted Capacity at the PPA tariff. This will incentivize the RPD to commission the project early. Appropriate provisions should be added to PSA as well to ensure Buying Entity buys the power.	The clause has been suitably modified, please refer to the Amendments.
190	PPA	4.5.2	"Extensions of time: The above shall be treated as delays beyond the control of the RPD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA."	Please amend the clause as follows: The above shall be treated as delays beyond the control of the RPD and SCD for such Projects shall be revised as the date as on 30 days 3 months subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Further, pursuant to Rectal II of the PSA and clause 2.1.5 of the PPA, any delay in adoption of tariff by the Appropriate Commission beyond 120 days from the date of signing of the PSA, OR any delay in approval of the power procurement, Tariff and Trading Margin in terms of Rule 8 of the Electricity Rules 2005, beyond 120 days of signing of this PSA, shall entail a corresponding extension in Scheduled Commissioning Date.	"Delay in grant/ operationalization of LTA would already lead to generation loss to SPD, and increased IDC. Also, project implementation and commissioning procedures would require at least 3 months from the date of readiness of evacuation infrastructure, especially considering uncertainty on LTA operationalization dates. This is in line with clause 2.1.5 of the PPA, and Rectal II of the PSA."	Article 4.5.2 remains unchanged. It is clarified that the "SCD" referred to in Article 4.5.2 will automatically mean the extended SCD, in case necessary extension is granted on account of Article 2.1.5
191	PPA	4.10.1 (a)	In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted and payable by the Buying Utility(ies) as under,...	Request you to please amend the clause as follows: In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted and payable by the Buying Utility(ies) SECI as under,...	This is in line with the MNRE RTC Thermal Guidelines, wherein Generation Compensation is payable by the "Procuree", which includes the Intermediary Procuree, i.e. SECI.	Tender conditions remain unchanged
192	PPA	4.10.1 (b)	...the RPD shall be eligible for payment from the Buying Entity, corresponding to the reduced offtake, in terms of following manner.	Request you to please amend the clause as follows: ...the RPD shall be eligible for payment from the Buying Entity SECI , corresponding to the reduced offtake, in terms of following manner."	This is in line with the MNRE RTC Thermal Guidelines, wherein Generation Compensation is payable by the "Procuree", which includes the Intermediary Procuree, i.e. SECI.	Tender conditions remain unchanged

193	PPA	5.16.1 & 9.3	The RPD shall be permitted for full commissioning as well as part commissioning of the Contacted Capacity even prior to the SCD subject to availability of transmission connectivity and Long Term Access (LTA).	Request you to please amend the clause as follows: The RPD shall be permitted for full commissioning as well as part commissioning of the Contacted Capacity even prior to the SCD subject to availability of transmission connectivity and Long Term Access (LTA)/ MTOA/ STOA - as per RPD's discretion.	"Commissioning prior to the SCD should not be restricted to availability of LTA. Rather, RPD should be allowed to commission & evacuate the power, even on MTOA/ STOA. Necessary revisions should be made to the RFS, PPA accordingly. There is no reason to dis-incentivize the RPD from early commissioning the project, even in the absence of a LTA, if the RPD is willing to avail MTOA/ STOA (as needed) and commission the project using the same. Early commissioning will not only enable SECI to start earning its Trading Margin sooner, but is also aligned to our RE capacity addition targets."	Tender conditions remain unchanged
194	PPA	9.1	25% of the aforementioned Composite Tariff shall be indexed and adjusted with the index of Domestic Coal or the Imported Coal, as applicable, as per the notification issued by the Central Electricity Regulatory Commission in this regard and accordingly, the adjusted Composite tariff shall be the Applicable Tariff for such period.	a) As per Ministry of Power (MOP) Notification on "Guidelines for Determination of Tariff by Bidding Process for procurement of Power by Distribution Licensees", dated 19.1.2005, as amended from time to time, the CERC notifies various escalation factors and other parameters, every six months, for the purpose of payment. The other escalation factors for the following components mentioned in the said MoP Notification, for computing the net escalation on Composite Tariff should also be added: i. Escalation rate for domestic coal. ii. Escalation rates for inland transportation charges for coal. iii. Inflation rate to be applied to indexed capacity charge component (O&M portion of the fixed charge) b) Further, the computation of net escalation to be given basis the above factors should also be clarified. c) Please also specify the frequency of indexation on the Composite Tariff - monthly, quarterly or yearly.	There are other escalation factors as well, other than just the Coal price, which need to be factored in, in line with the said MoP notification	It is clarified that indexation will be calculated as per the applicable CERC regulations/guidelines/notifications
195	PPA	9.1	25% of the aforementioned Composite Tariff shall be indexed and adjusted with the index of Domestic Coal or the Imported Coal, as applicable, as per the notification issued by the Central Electricity Regulatory Commission in this regard and accordingly, the adjusted Composite tariff shall be the Applicable Tariff for such period.	We suggest that the RE Tariff and the Thermal tariff should be separately mentioned in the PPA and appropriate mechanism be devised such that the thermal generator does not go out of money on account of higher variable charges (than what it is being compensated for) during the term of the PPA. The composite tariff can be evaluated basis 51% x RE tariff + 49% x Thermal Tariff. In order to closely resemble reality, the escalable component of the Composite Tariff should be in the range of 35% to 40% to nearly match the actual escalable component.	The thermal capacities that would be attracted towards this RTC bid would be the capacities which don't have a firm PPA and which have a high variable charge. As per the Merit Order data available at Ministry of Power website, the variable charge for the private thermal plants varies in the range of Rs. 2.5/kWh to Rs. 3/kWh. Say the winning composite tariff is Rs. 4/ kWh; actual variable cost of the thermal player is Rs. 2.75/kWh and say the annual escalation rate is 5%, then owing to the mismatch of different variable charges derived as per the guidelines (25%) and as per the actual variable escalable costs; the thermal power generator may be out of money during the early life of the term of the PPA and this may risk termination of the PPA.	Tender conditions remain unchanged
196	PPA	11.1	A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof taking place within the Indian territory, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under the relevant Power Purchase Agreement.....	Request you to please amend the clause as follows: A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof taking place within the Indian territory , that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under the relevant Power Purchase Agreement.....	MNRE's RTC Std. Bidding Guidelines do not restrict FM events to only those that have occurred in India. Even in case a FM event has occurred outside the Indian territory, but still has significant impact (and is beyond our control) on the Project (and the same can be established), then such an event should continue to be considered to be a Force Majeure event under the tender. The clause should be amended, so it is in line with earlier SECI PPAs/ draft PPAs.	Tender conditions remain unchanged
197	PPA	11.3.2	In case the transmission and other incidental charges, including but not limited to application fees for open access, RLDC/SLDC charges, etc., applicable from the alternative source of thermal power supply are higher than the applicable Transmission Charges from the Injection Point to the Delivery Point, the RPD would be liable to bear such additional charges. Further, the RPD shall provide documentary evidence for establishing the source of supply for such tie up.	In case of Force Majeure and/or due to any reasons beyond the control of the RPD, the RPD is forced to permanently change the Tie-up Thermal Generator, then the new applicable transmission and other incidental charges including all additional/incremental charges should be borne by Buying Entity itself, as would have been done with respect to the original Thermal Generator, considered at the time of PPA signing.	The tender allows bidder/ RPD to tie-up with multiple thermal generators for multiple spare capacities, and for varying terms. The incremental/additional charge in such a case are borne by Buying Entity. Therefore, the treatment for such incremental/ additional charges should be the same here as well. For eg. the RPD may tie-up with Thermal Generator "A" for the first 10 years, and for the remaining 15 years with Thermal Generator "B", such that the transmission and other incidental charges for "B" are higher than "A". In such a case, the incremental/additional charges for the remaining 15 years shall be borne by the Buying Entity(s) itself, without any liability on the RPD. The same principle should be applied in this case too.	Tender conditions remain unchanged
198	PPA	14.5.1	.... It is however, specifically agreed that in the event of the Buying Entity(ies) defaulting or delaying the payment of the amount becoming due to SECI to enable SECI to effectively pay the amount to the RPD, the payment of money becoming due from the SECI to the RPD under this Agreement for supply of RE Power to the extent of the Contracted Capacity shall be as per: SECI shall discharge the tariff payment obligation in terms of the provisions of this Agreement. Accordingly, in the event of the failure on the part of Buying Entity(ies), SECI shall proceed to take recourse to the above and make efforts for the payment of the principal amount to the RPD at the earliest possible time. Further, the combined liability of SECI arising out of this Agreement and Power Sale Agreement shall be limited to the Trading Margin (i.e. Rs 0.07/kWh) received under Power Sale Agreement(s) for the Contracted Capacity.	We request you to amend the relevant portion of this clause as follows: "It is however, specifically agreed that in the event of the Buying Entity(ies) defaulting or delaying the payment of the amount becoming due to SECI to enable SECI to effectively pay the amount to the RPD, the payment of money becoming due from the SECI to the RPD under this Agreement shall not be on a back to back basis and will be as per:..... SECI shall discharge the tariff payment, supplementary Bill(s) payment, termination compensation obligation in terms of the provisions of this Agreement. Accordingly, in the event of the failure on the part of Buying Entity(ies), SECI shall proceed to take recourse to the above and make efforts for the payment to the RPD at the earliest possible time. Further, the combined liability of SECI arising out of this Agreement and Power Sale Agreement shall be limited to the Trading Margin (i.e. Rs 0.07/kWh) received under Power Sale Agreement(s) for the Contracted Capacity. "	The entire objective of MNRE designating SECI as an Intermediary Procurer is - "to enhance the credit profile" of the end off taker. It is for this reason that an elaborate Payment Security Mechanism exists in the PSA, PPA, and is available to SECI. Hence, SECI cannot restrict its liability to just Rs. 0.07/kWh, and should be liable for making the payment for the entire Composite Tariff. Reducing SECI's liability to just 1 p/ kWh, will effectively make this a State Discom PPA, and hence increase payment risk and thus lead to higher tariffs. The clause should hence be amended, and so it is in line with all of SECI's earlier PPAs/ draft PPAs. Further, SECI needs to be liable to make full payments due to the RPD, for the entire generated power, and also any Supplementary Bill raised, Termination Compensation due. As per cl. 7.3.2.2 (a) (ii) of MNRE's RTC Thermal Guidelines - "State Government Guarantee, in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any."	Tender conditions remain unchanged
199	13.1 & 13.3	RPD event of Default and Procedure for cases of RPD event of default	RPD Event of Default (EOD) as well as Procedure for cases of RPD EOD should be segregated basis the cause of the EOD - default by RE Generator vs that by Thermal Generator. In case the EOD is not attributable to RE Generator either of the following procedures shall be followed: i. Appropriate penalty in line with penalty mentioned in 3. b. above should be charged onto the RTC Generator and the Procurer should treat the RTC PPA as a standalone RE PPA - thereby making the RE PPA as a standalone going concern, OR, ii. The compensation against PPA termination under Non Natural Force Majeure shall be effectuated wherein the Procurer shall take-over the RE assets by paying Termination Compensation equivalent to = Debt Due + 110% Adjusted Equity OR, iii. The RE RTC Generator should be allowed to buy the thermal power from the exchange and supply it to SECI/DISCOM	a. The existing provision is ok in case the RE generator is the defaulting party. However, if the default is on account of Thermal generator, then RE generator is unnecessarily penalised by termination of the PPA. The RE IPP's can't be held responsible for default on account of the thermal partner, and therefore, RE plant should be allowed to supply power on standalone basis. b. As per Article 30 and Article 31 of the Model Power Supply agreement (used in case of Thermal PPA's) "BFOO (Design, Build, finance, own and operate)" issued by Ministry of Power; in case of default by the thermal plant generator not cured within Cure Period: i. the PPA stands terminated and ii. a termination compensation equivalent to the Fixed Charge that would have been due and payable for Normative Availability for a period of 1 (one) year as if the Power Station had operated for such 1 (one) year from the date of Termination needs to be paid by the Thermal IPP	The suggested change & mechanism shall ensure that the RE investment shall be secured in case of Event of Default not attributable to RE Generator, and is vital for the RE developers to be able to finance the RE project.	Tender conditions remain unchanged
200	RFS	Sec III 7.12	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date.	In case of prospective Procurer Event of default and subsequent termination of PPA, if the RE plant bids / ties up for linking PPA with a Government agency for sale of Power; then in such a scenario will ISTS waiver be applicable for such prospective PPA's.		Such scenario will be dealt as per applicable regulations/guidelines in this regard.
201	PSA	Cl. 3.3	Termination due to Force Majeure: In such an event this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.	The clause shall be amended as follows: In such an event this Agreement shall terminate on the date of such Termination Notice, in pursuance to Article 11 (Force Majeure) provided in the Power Purchase Agreement (PPA) between SECI and RPD which shall mutatis mutandi apply to this agreement between SECI and Buying Entity without any further liability to either Party from the date of such termination.	PSA clause to be aligned to PPA	Provisions of PPA and PSA are quite clear in this regard.

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