

## SOLAR ENERGY CORPORATION OF INDIA LIMITED

New Delhi

Ref. No. SECI/C&amp;P/IPP/13/0020/23-24/Clarifications-01

Date: 08/05/2024

Clarifications to the queries on the RfS for Selection of Hybrid Power Developers for Setting up of 1200 MW ISTS-Connected Wind-Solar Hybrid Power Projects in India under Tariff-based Competitive Bidding (SECI-Tranche-VIII)  
(RfS No. SECI/C&P/IPP/13/0020/23-24 dated 20.02.2024)

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	6.3 (b) (ii)	Under this RfS, a Hybrid Power Project shall mean a Project comprising two 'components' - one Solar and one Wind Power Project. The rated capacities of both the solar and wind components shall be at least 33% of the Contracted Capacity, to qualify the Project as a Hybrid Project under the Guidelines. It is further clarified that the criteria of a solar/wind component meeting minimum 33% of the Contracted Capacity of the Project will be examined based on the rated AC capacity declared by the Bidder for the corresponding component of the Project. The sum of the rated installed capacities of Solar and Wind power components as committed by the Bidder/HPD shall be more than or equal to the Contracted Capacity.		As per Bidder understanding, the criteria of 33% of contracted capacity will not be applicable for the HPD on the contracted capacity in case the installed capacity is more than Contracted capacity. i.e. in case of 150 MW Project, min. capacity requirement for each component is 50 MW.  However, if bidder install more than contracted capacity say 400 MW for contracted capacity of 150 MW, than they don't need to consider the 33% criteria for that installed capacity and the criteria of 33% will only be applicable towards contracted capacity.  Kindly confirm that bidder understanding is in line with Clause.	Individual components (both Wind and Solar) have to be minimum 33% of Contracted Capacity.
2	RfS	6.3 (b) (ii)	.....For avoidance of any doubt, it is hereby reiterated that the Contracted Capacity of the Hybrid Project does not necessarily have to be the arithmetic sum of the rated installed capacity of the two components. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the components shall be strictly adhered to, failing which, the Project shall not be eligible for Commencement of supply of power under the RfS.		Kindly confirm that bidder can install the cumulative project capacity in excess of the contracted capacity without any objection from SECI.  Also kindly confirm that Developer can avail the connectivity as per project capacity and not restricted to Contracted capacity for SECI.	Yes, the bidder can install individual components such that arithmetic sum of their rated installed capacities is greater than Contracted Capacity.  Connectivity application process shall be governed by extant Regulations
3	RfS	6.4	The HPDs are free to change the Project location and/or Delivery Point up to the deadline for Financial Closure as per Clause 21 of the RfS. The above change in Delivery Point shall be allowed by SECI only in case the scheduled commissioning date of the ISTS-substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval from SECI by the HPD. Implications of any delay in obtaining connectivity and subsequently, commencement of supply of power on account of the above, will be borne by the HPD.		We would like to highlight here the current scenario of the CTU SS where the margins for connectivity are barely available and the SS with the margin have timelines for COD/GNA effectiveness as Year 2027, 2028 or even beyond that.  However, as per current trajectory, it is understood that the tentative line will be around Q2-Q3, 2026 for SCSD of the project under this RfS.  Accordingly, we request to kindly amendment and withdraw this clause as considering the ROW issues or other project issues, bidder may require to change the SS and the new SS may possibly have the SCOD timeline as beyond date of Project SCD.	The current Clause states that the scheduled commissioning date of the ISTS-substation of the proposed revised Delivery Point shall be on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval from SECI by the HPD, and does not correlate the same with SCSD of the Project.
4	RfS	6.4	The HPDs are free to change the Project location and/or Delivery Point up to the deadline for Financial Closure as per Clause 21 of the RfS. The above change in Delivery Point shall be allowed by SECI only in case the scheduled commissioning date of the ISTS-substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval from SECI by the HPD. Implications of any delay in obtaining connectivity and subsequently, commencement of supply of power on account of the above, will be borne by the HPD.		Kindly confirm if the COD of the changed SS will be on or before project SCSD, however, the GNA effectiveness date i.e. the flow of power is feasible from that SS after few months from Project SCSD. Will that be allowed to choose under this clause.	Kindly refer Clause 7.5 of the RfS.
5	RfS	20.1	Further at the time of bid submission, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for each month in a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA, as per Appendix-I and II of the Covering Letter (Format-7.1). For an individual Project, any modification in the rated capacities of wind and solar components in the Project, shall be intimated to SECI within 30 days of issuance of LoAs. In case of such modification, along with the intimation of modification, the successful bidder shall provide a revised tentative hourly generation profile as mentioned above as per Appendix-I and II of the Covering Letter (Format-7.1).		We request SECI to kindly allow bidders to change the configuration / rated capacity of project upto the date of financial closure such that the configuration can be firmed up considering all the technical advancements.	Tender conditions remain unchanged.

6	RfS	42.2	In case of delay in signing of PPA by SECI beyond the date as on 12 months subsequent to issuance of LoAs, or any further date as mutually decided by the Successful Bidder and SECI, the Successful Bidder may choose to exit from this tender. Accordingly, the LoA issued to the respective Bidder shall stand cancelled, and the EMD submitted by such Bidder shall be returned by SECI. In case of extension of the above PPA signing date by mutual agreement, the minimum extension in the signing date shall be 3 months subsequent to the above deadline.		Kindly confirm if in this scenario will the processing fee will also be returned to HPD.	No, the Processing Fee will not be returned in such scenario.
7	PPA	4.5.3	In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of nine (9) months from the date of the Force Majeure Notice, termination of this Agreement shall be caused solely at the discretion of SECI, as per the provisions of Article 13.5.		The clause 4.5.3 of PPA provides the provisions to exit / terminate the PPA by SECI in condition of continuation of FM event even after a period of 9 months.  We would like to highlight here that the provisions under this clause are raises concerns as it's asymmetrical and put a potential disadvantage on HPDs. Also, it gives the complete rights to SECI, though both parties are expected to impact equally during the FM event, so we request SECI to kindly consider to provide the mirror clause such that HPD will also have equal rights and also it will encourage bidders for participation.	Tender conditions remain unchanged.
8	PPA	12.1.1	In this Article 12, the term "Change in Law" shall refer to the occurrence of any of the following events pertaining to this project only after ___[Enter the date of e-Reverse Auction (e-RA) conducted under the referred RfS] including any enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in tariff, and includes-		With reference to the provisions under PPA clause 12.1.1, it covers the events extending beyond the E-Ra date under Change in Law (CIL) events. However, it is essential to acknowledge that HPDs are mandated to submit their tariff at the Bid submission stage. Subsequently, during the E-RA, HPDs are only permitted to decrease the tariff. Nevertheless, alterations in statutory provisions may impact the tariff beyond the initially quoted Tariff and make the project unviable for bidder at quoted tariff.  Accordingly, we request SECI to kindly consider effectiveness of CIL clause from date 7 days prior to date of bid submission.	Tender conditions remain unchanged.
9	RfS	8.1	....The revised CUF shall be greater than the CUF initially quoted by the Bidder...	....The revised CUF shall <b>in no case be less than 30%</b> ...	The Bidders should be allowed to reduce the CUF subject to the condition that the revised CUF is not less than the minimum CUF requirement of 30%.	Tender conditions remain unchanged.
10	General	-	Applicability of URET	-	Since the OM for applicability of URET for Hybrid project has been issued by MoP on 14.02.2023 vide OM no. 13/05/2023-RCM/NRE, request SECI to confirm the applicability of URET for this bid.	This RfS will be part of the 'Solar-Wind Hybrid Central Pool' notified vide OM dated 14.02.2023 regarding implementation of URET.
11	RfS	16.1	Earnest Money Deposit = [INR 9,28,000 x Rated cumulative Installed Capacity of Solar PV component (MW) + INR 12,64,000 x Rated cumulative Installed capacity of Wind component (MW)].	Earnest Money Deposit = ₹ 12.26 Lakhs/MW of the Contracted Capacity	Request SECI to consider EMD calculation on Contracted Capacity. Other REIAs including SJVN and NTPC are calculating EMD on Contracted capacity only. Hence kindly modify the clause accordingly	Tender conditions remain unchanged.
12	RfS	17.1	Performance Bank Guarantee = [INR 23,20,000 x Rated Installed Capacity of Solar component (MW) + INR 31,60,000 x Rated Installed capacity of Wind component (MW)].	Performance Bank Guarantee= ₹ 18.39 Lakhs/MW of the Contracted Capacity	Request SECI to consider PBG calculation on Contracted Capacity. Other REIAs including SJVN and NTPC are calculating PBG on Contracted capacity only. Hence kindly modify the clause accordingly	Tender conditions remain unchanged.
13	RfS	18.1	Success Charges: The Selected Bidders shall have to pay Success Charges @ INR 1,00,000/MW (Indian Rupees One Lakh only/MW) + applicable taxes, corresponding to the Installed Capacity committed as per the PPA to be signed,	Success Charges: The Selected Bidders shall have to pay Success Charges @ INR 1,00,000/MW (Indian Rupees One Lakh only/MW) + applicable taxes, corresponding to the Contracted Capacity.	Request SECI to consider Success fee calculation on Contracted Capacity	Tender conditions remain unchanged.
14	PPA	2.1.3	within 60 days of submission of application/petition for tariff adoption in Appropriate Commission or within 120 days from the signing of Power Sale Agreement (PSA, whichever is more, SECI/Buying Entity (ies) shall obtain adoption of tariff from CERC/SERC (as applicable),	...within 120 days from the Effective Date of PPA, SECI/Buying Entity (ies) shall obtain adoption of tariff from CERC/SERC (as applicable)...	In order to ensure timely application and adoption of tariff by the Appropriate Commission, it is requested to keep the timeline for tariff adoption within 120 days of Effective Date of PPA.	Tender conditions remain unchanged.
			In case of multiple Project components, and if one or more such component (wind, solar PV) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the HPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA,	Modification of clause to remove ROFR/ Deletion of the clause  In case of multiple Project components, and if one or more such component (wind, solar PV) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the HPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA. <del>with first</del>		

15	RfS	11.2	<p>with first right of refusal for such power being vested with the Buying Entity. Subsequent to refusal of such power by the Buying Entity, the right of refusal shall vest with SECI. In case Buying Entity/SECI decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 75% of the PPA Tariff. Following should be noted under this scenario: In case the Buying Entity procures such power through SECI, trading margin of 7 paise/unit will be applicable on such power procurement and other terms and conditions of power procurement may be in reference of the PPA&amp;PSA on back to back basis. The above scenario does not qualify under the provisions of Part/Early Commencement of power supply under the RfS, PPA and PSA. This is a special scenario wherein in case one or more project component is ready, the power supply from such component is not wasted. The above scenario will be applicable until the HPD is ready to commence power supply as per the provisions of Clauses 9 and 11.1 of the RfS.</p>	<p><del>with first right of refusal for such power being vested with the Buying Entity. Subsequent to refusal of such power by the Buying Entity, the right of refusal shall vest with SECI. In case Buying Entity/SECI decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 75% of the PPA Tariff. Following should be noted under this scenario: In case the Buying Entity procures such power through SECI, trading margin of 7 paise/unit will be applicable on such power procurement and other terms and conditions of power procurement may be in reference of the PPA&amp;PSA on back to back basis. The above scenario does not qualify under the provisions of Part/Early Commencement of power supply under the RfS, PPA and PSA. This is a special scenario wherein in case one or more project component is ready, the power supply from such component is not wasted. The above scenario will be applicable until the HPD is ready to commence power supply as per the provisions of Clauses 9 and 11.1 of the RfS.</del></p>	<p>If the commencement of supply of power is outside the ambit of PPA, the developer should have an option to sell the power outside of PPA without a ROFR.</p>	<p>Tender conditions remain unchanged.</p>
<p><b>Note: All the queries received from various prospective bidders have been scrutinized and have been tried to be answered comprehensively. In case of any query not published here and is not covered under the Amendments issued to the RfS, it shall be construed in such cases, tender conditions shall prevail.</b></p>						