SOLAR ENERGY CORPORATION OF INDIA LIMITED

New Delhi

No. SECI/C&P/HPD/ISTS-VII/RfS/1200MW/Clarifications-01 **Dated: 23.10.2019**

RfS for Selection of Project Developers for setting up of 1200 MW ISTS-Connected RE Projects with assured Peak Power Supply in India (ISTS-VII)
: Clarifications to the queries on the RfS
(RfS No. SECI/C&P/HPD/ISTS-VII/RfS/1200MW/082019, dated: 01.08.2019)

Sl. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	Section-III, Cl.7.14	7.14 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 SCD of the Project is before the date till above ISTS waiver is applicable, and if the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to Force Majeure event, the liability of transmission charges and losses would be shared between the HPD and Buying Utility(ies) in ratio of 50:50.	Any such charges, can not be anticipated at this moment and this clause will create uncertainity in the event of Force Majeure. The liability of transmission charges & losses is to be borne by Buying Utility(ies)		The clause has been deleted.
2	RfS	Section-III, Cl.8.2.vi	8.2 vi. The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Utility (ies), as per their day-ahead schedule. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to 6-hour blocks. However, based on the availability of power, the HPD may schedule power more than 50 MW for each 1-hr block, during the Peak Hours. In such cases, subsequent to consumption of 300 MWh energy per 100 MW of Contracted Capacity, remaining energy may be purchased by the Buying Utility(ies) at the Off-Peak Tariff. The discharge cycle corresponding to offtake of stored energy may vary as per requirements of the Buying Utility(ies).	Does Buying Utility(ies) have a right to ask for more than 50 MW power (for a project of 100 MW) during any of the Peak Hour?		No. The Buying Entities shall mandatorily off-take exactly 50 MW power for every 100 MW Contracted Capacity, during the Peak Hours.
3	RfS	Section-III, Cl.8.2.viii.	"The HPD is free to conduct energy arbitrage during the hours between 00:01 hours and 05:59 hours the next day, through sale and purchase on open market. Any ISTS/STU charges corresponding to wheeling of power, etc, in this regard, shall be borne by the HPD, and will not be the responsibility of SECI".	Kindly explain the provision		The clause has been deleted.
4	RfS	Section-III, Cl.8.2	• §8.2 "The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Utility (ies), as per their day-ahead schedule" .	The Fixed supply pattern will help the HPD in planning & optimizing the Project Configuration including the sizing of the ESS Component and can not be changed once the commercials are fixed, therefore there should be some restrictions on the scheduling of the power by Buying Utility(ies) e.g. 1. Buying Utility(ies) shall choose 2 Hours from the morning 6 to 9 peak hours & 4 Hours from the ecening 18:00 to 24:00. 2. The Buying Utility(ies) can not demand scheduling of more than 50 MW power in any block of 1 Hour. 3. Buying Utility(ies) shall give schedule of power on 29th day of every month for the next month.		The morning and evening break-up of Peak Hours for supply of firm power has been modified. Please refer to the amendments issued to the RfS. Further, it is reiterated that the Buying Entity shall provide day-ahead schedule for off-take of power during the Peak Hours.
5	RfS	Section-III, Cl.8.4	• §8.4: "In case of energy supply during Peak Hours over and above the mandated energy requirement (300 MWh for each 100 MW of project capacity), and in the event of such power being procured by the Buying Utility, the HPD will be paid energy charges @ Off-Peak Tariff, i.e. Rs 2.70/kWh"	Kindly provide the method of calculation of the same on monthly basis .e. suppose in a month 10 days the power exceeds the 300 MWh by 20% during peak hopurs as chosen by Discom and on 20 days it is short by 15% during peak hours, How the calculation shall be done at the month end. Also in a particular day what happens if the total power dupplied during Pak Hours is 300 MWh per 100 MW project, but their is deviation within the power supplied in indivudal hours. Buying Utility(ies) should procure 300 MWh*No of days in month + 10%/-15% power without any penalty or differential treatment to HPD.		It is clarified that the shortfall of 15% in the daily energy supply of 300 MWh (for each 100 MW capacity) will be calculated on a monthly basis, taking into account the actual energy supply during each 1-hr block during the Peak Hours in a month. A 'month' here shall mean 30 days. For the purpose of off-take of excess energy over 300 MWhr by the Buying Entity (for every 100 MW capacity), the calculations will be made on a daily basis. Payments against all energy transactions will be made in line with the Billing Schedule as provided in the PSA and PPA.

6	RfS	Section-III, Cl.8.5	• §8.5 “Offtake constraints due to shortage in discharge of stored Energy: The Buying Entities/Discoms are obliged to completely consume the Peak Power for a minimum duration of 3 hours during the Peak Hours, in line with the day-ahead schedule confirmed by the HPD and the Discom. If the Discoms are unable to offtake the energy in part or full, the HPD shall be eligible for a compensation in terms of payment of energy corresponding to the energy failed to be off taken by the DISCOMs at the PPA tariff (corresponding to Peak tariff).”	The provision should be for Buying Entity(ies) to consume the full power supplied by HPD during project duration (24 Hours*365 days) on Take or Pay basis.		It is clarified that the same must-run obligation shall be applicable for the energy scheduled during the Off-Peak hours, in line with applicable regulations for deviations from either parties, if any. However, compensation for lower off-take of Off-Peak Power shall not be provided in terms of the RfS/PPA/PSA.
7	RfS	Section-III, Cl.8.5	§8.5 “The HPD can sell the remaining energy unutilized during the Peak Hours, in exchange or open market. In such case the DISCOM will pay the tariff difference (difference between the quoted Peak Tariff and the tariff for energy sold in open market)”.	Same as above, The Buying Utility(ies) may decide to sell the power if it is beyond their consumption requirement.		The clause has been suitably modified. Please refer to the amendments issued to the RfS.
8	RfS		New provision requested	SECI will provide all documents required as per "Advisory for submission of requisite documents for waiver of inter-state transmission charges and losses on transmission of electricity generated from solar and wind sources of energy" as issued by PGCIL/CTU. In case of non availability of these documents, any transmission charges and losses to be paid by HPD shall be to the account of SECI and shall be refunded by SECI within 7 days of payment of same by HPD.		The proposed clause is not accepted.
9	RfS		New provision requested	HPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 34%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. This condition of +10%/-15% and +10% and -20% shall also be applicable for Peak Hours supply.		RfS conditions remain unchanged
10	RfS	Section-III, Cl.8.3	Shortfall in supply of Peak Power: In case of any shortfall of generation/supply during the Peak Hours from the mandated supply of energy (i.e. 300 MWh for 100 MWh capacity), the HPD shall pay a penalty, which shall be equal to the Peak Tariff or the Tariff paid by the Discom to meet this shortfall in supply, whichever is higher. Such shortfall shall be permissible upto 15% below the minimum energy commitment during the Peak Hours, on a monthly basis beyond which the penalty will be applied. In other words, the HPD shall be required to demonstrate availability of 85% of Peak Power on a monthly basis.	Kindly confirm if this LD is net of Scheduling LDs to be paid due to deviation on forecast. is the project exposed to two LD’s?		The clause has been suitably modified. Please refer to the amendments issued to the RfS. However, it is clarified that in addition to the penatly for shortfall in supply of Peak Power as stipulated in this clause, any additional penalty levied on the SPD in line with applicable regulations will also be applicable on the Project.
11	RfS	Section-III, Cl.8.1:	§8.1: “The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the HPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 40% or 3.504 Million Units per MW on an annual basis.”	Kindly provide an example on how the 40% can be reached for example in case of where wind, solar and storage is part of the proposed solution.		Minimum CUF requiement has been modified to 35%. Please refer to the amendments issued to the RfS.
12	RfS	Queries in particular	Is it correct to understand that SECI has a first refusal right on surpluses (that he would pay the off-peak price in case he takes the corresponding volumes, even during peak hours) but in case SECI does not take the surpluses, we then have the right to trade them through other PPAs or on the market ?			Yes, subject to the condition that the HPD needs to fulfill all the obligations under the PPA and sells the excess generation only upon such energy being refused by SECI, within 7 days of receipt of such intimation
13	RfS	Queries in particular	If we have the right to trade the surpluses (subject to SECI not taking them), can we do it only between 0:01 and 5:59 or at any time (including during Peak Hours) [cf RfS 8.2 viii]			The proposed transaction may be done anytime of the day, subject to the project meeting the CUF and peaking power requirements as per the PPA.

14	PPA	4.10.1	'Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready'.	Unlike standard PV or wind farm, a RE power plant which includes Li-ion batteries will have to be energized as these batteries (travelling apart in a air condition container) have to be stored in a quite restricted range of temperature, relative humidity and SOC (State of charge). If transmission infrastructure is not available at the batteries arrival (which is usually scheduled just before commissioning tests), then we are to supply genset to provide the energy needed for both commissioning and batteries temporary storage. One another solution could be to add an additional capability of grid forming (simulating the signal of the MV or HV grid + controlling voltage & frequency magnitude) to the Power Converter system (PCS) of the Battery Energy Storage System (BESS). This option will of course have a certain impact on the CAPEX (and selection of suppliers, not all of them having this option available) but could have also a positive impact as it will help to minimize revenue losses during operation period, when the MV/HV grid is not available (PV/wind plant still running in an islanding mode, and yield which could not be exported would then be stored within the BESS).	Kindly make suitable provision to deal with such situation	The proposed clause is not accepted.
15	PPA	4.7	"Prior to synchronization of the Power Project, the HPD shall be required to get the Project 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 power projects".	Are there any particular further restrictions or guidelines applicable to hybrid+storage systems ? What are the modalities/process ? Who will be the main applicable body certifying the requisite acceptance/performance test ? What will be the requirements on storage? Are there already any guidelines/specs available on storage from MNRE?	Kindly mention the relevent requirements to be fulfilled by HPD	Applicbale CEA regulations on connectivity may be referred in this regard. However, it shall be the responsibility of the HPD to follow all the applicable regulations and take necessary approvals from the concerned organizations, prior to commissioning and during the Term of the Project, to ensure power flow in line with the applicable laws.
16	PPA	4.8.1 & 4.8.2	4.8.2 The third party may verify the construction works/operation of the Power Project being carried out by the HPD and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from HPD or require the works to be stopped or to comply with the instructions of such third party.	Similar as above. Can we have further details on requirements expected in the event of a hybrid+storage ?	Kindly mention the relevent requirements to be fulfilled by HPD.	Please refer the clarification provided at Sl. 15.
17	PPA	4.10.1/2/3	4.10 Generation compensation for Off-take constraints	: Not clear whether such compensation will be paid at Off-Peak or Peak Tariff (simply mentioned "PPA Tariff").	Kindly specify	It shall be paid at Off-peak tariff. Clause has been suitably modified. Please refer to the amendments issued to the RfS.
18	PPA	5.1.5	"The HPD shall commission the Project as detailed in Schedule 6".		Schedule 6 is to be provided.	The same will be provided prior to commissioning of the Project.
19	PPA	6.2.1.		See previous comments on shortfall computation. Kindly reconfirm that the energy to be dispatched during Peak Hours is to be measured and consolidated on a monthly basis, and should any penalties get applied, they should be on a shortfall from the monthly Peak Hour energy required?		Yes. This reconciliation will be done on a monthly basis.
20	PPA	6.2.4		"The day-ahead schedule shall be required to be confirmed by the HPD, subject to the condition that the HPD meets the minimum requirement of discharge of energy corresponding to 6-hr Peak Power supply". We would prefer not to be reliant on a demand pattern from the Buying utilities based on day-ahead schedule, but rather have control of such pattern or have access to a more predictable discharge pattern to optimize the configuration of the energy management system as well as the battery lifecycle.		The clause remains unchanged.
21	PPA	6.2.5	6.2.5 The HPD is free to conduct energy arbitrage during the hours between 00:01 hours and 05:59 hours the next day, through sale and purchase on open market. Any ISTS/STU charges corresponding to wheeling of power, etc, in this regard, shall be borne by the HPD, and will not be the responsibility of SECI.	Kindly elaborate the same include purposes for this flexibility. Also if the power during this period from plant is sold off to 3rd p[arty, how the annual CUF shall be calculated.		The clause has been deleted.
22	PPA	4.6	4.6 Liquidated Damages not amounting to penalty for delay in Commissioning	mismatches and confusion in the LD period/maximum time period allowed for commissioning, i.e. PV+ESS (6 months) vs Hybrid+ESS (9 months) (§16.b of the RfP);	Kindly keep the same provisions for all kind of systems.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.
23	PPA	Request for inclusion	Not present	Provisions related to the mandatory offtake obligations of the Energy during Peak Hours seem to be missing: "The buying utilities will mandatorily off-take the specified 300MWh for each 100MW capacity during Peak Hours at the Peak Tariff quoted by the HPD, plus SECI's trading margin." (§8.2 of the RfP);	Kindly make the probvision in the PPA also	Please refer to Article 4.3.2 of the PSA document.
24	PPA	Request for inclusion	Not present	• Provisions related to the shortfall in supply of Peak Power are indeed not mentioned (§8.3 of the RfP);	Kindly make the probvision in the PPA also	Suitable amendments have been issued.
25	PPA	Request for inclusion	Not present	• Provisions related to the offtake constraints due to shortage in discharge of stored energy are not mentioned (§8.5 of the RfP);	Kindly make the probvision in the PPA also	Please refer to Article 6.10.4 of the PSA document. However, the same is also incorporated in the PPA document. Please refer to the amendments to the RfS.
26	PPA	Request for inclusion	Not present	• Provisions related to the land arrangements to be achieved within 12 months from the Effective Date, i.e. FC are missing (§15.2 of the RfP).	Kindly keep similar provisions in both RfP & PPA	Demonstration of land possession is not a part of FC requirements, and as such forms a part of the RfS.

27	PPA	3.1	3.1 Satisfaction of conditions subsequent by the HPD …..... The HPD shall submit to SECI the relevant documents as stated above, complying with the Conditions Subsequent, within seven (7) months from the Effective Date.	There seems to be misprint (7 Months)		The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
28	PPA	4.5.2	4.5.2 Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of LTA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project..... The above shall be treated as delays beyond the control of the HPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to 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.	As per CTU LTA Grant intimations & Procedure, HPD would be required to pay the Charges from the date of operatinlixation of LTA, Kindly make suitable arrangements in RfP as well as do the needful to avoid the unnecessary loss to HPD.		RfS conditions remain unchanged	
29	RfS	Section III, Cl. 3.3	Project Configuration: (iii) Note: In case of Wind-Solar Hybrid Power Projects, in the interest of utilizing the optimization potential offered by hybridization of the two components, the HPD is free to declare the rated Project capacity of the Project at the output level of the Sub-Pooling Substation, which shall be considered as the Project capacity of the Hybrid Power Project …….. For avoidance of any doubt, it is hereby reiterated that the Project capacity of the Hybrid Project does not necessarily have to be the arithmetic sum of the installed capacity of the two components.		We understand that declared capacity can be less than sum of installed capacity of the two components or even installed capacity of one of two components. For e.g. If Solar = 200 MW, Wind = 50 MW then bidder is free to declare rated capacity of Project = 190 MW, to meet minimum CUF requirements. Please confirm.	The proposed interpretation is correct. For avoidance of any doubt, it is further clarified that the Contracted Capacity of the Project shall be determined by the Connectivity (in MW) granted to the Project by the CTU.	
30	RfS	Section III, Cl. 8.2 (vi)	However, based on the availability of power, the HPD may schedule power more than 50 MW for each 1-hr block, during the Peak Hours		It will impact battery C-rating and PCS rating. Please specify maximum power that may be scheduled in 1 hour during peak hours, so that we can select battery technology and PCS rating accordingly.	RfS conditions remain unchanged	
31	RfS	Section III, Cl. 3.3	Project Configuration: ii. In case of a single generation source in addition to the ESS, the Contracted capacity of the Project shall be the rated capacity of the wind or solar PV capacity installed in the Project.		In case of single generation source as Solar PV – We understand that Contracted capacity of the Project shall be the Maximum AC Capacity Limit at Delivery point as defined in Annexure-A. So Inverter and Transformer Capacity installed can be higher than contracted capacity so as to meet CUF requirement. HPD has to ensure that delivered output at delivery point (CTU substation) does not exceed contracted capacity. Please confirm.	The proposed interpretation is correct.	
32	RfS	Section III, Cl. 8.2 (vii)	The day-ahead schedule shall be required to be confirmed by the HPD, subject to the condition that the HPD meets the minimum requirement of discharge of energy corresponding to 6-hr Peak Power supply.		If discharge during evening peak hours is more than 3 hours, then it will not be possible to meet peak power requirement for morning peak hours next day, if 3 hours morning peak power is demanded by DISCOM next day as battery shall not have sufficient charge. So day ahead schedule shall be affected by previous day peak power scheduling and HPD shall confirm day ahead schedule as per battery charge state.	RfS conditions remain unchanged	
33	RfS	Section III, Cl. 8.1	Such shortfall shall be permissible upto 15% below the minimum energy commitment during the Peak Hours, on a monthly basis beyond which the penalty will be applied. In other words, the HPD shall be required to demonstrate availability of 85% of Peak Power on a monthly basis.		As per RfS annual CUF has to be within +10% and -20% of the declared value of the annual CUF after 10 years till the end of the PPA duration of 25 years. Similarly, Peak power availability shall also be allowed to be maintained upto 80% of minimum energy commitment from 10 to 25 years as the same has been allowed in case of annual CUF. As peak power output shall depend directly upon generation source. Please confirm.	No. The RfS conditions remain unchanged.	
34	RfS		Battery Charging		Can we charge the battery from the Grid when it gets completely discharged and there is no generation from renewable energy source? It shall be required to maintain minimum charge level in battery so as to maintain battery life. Please confirm.	The HPD shall follow applicable regulations with respect to direct energy trasaction of the ESS with the grid.	

35	RfS	Section I, Cl. 1.37	"PEAK HOURS" shall mean the energy scheduling hours between (& including) 06:00 hrs up to 09:00 hrs, and between (& including) 18:01 hrs to 24:00 hrs of the same day;		Presently peak hour schedule is leading to huge battery size in case of only solar PV power plant is considered. Please change peak hours to 4 hours with break-up as below: a. Consecutive three hours in morning (& including) 06:00 hrs up to 09:00 hrs and b. Any one hour in evening (& including) 18:01 hrs to 24:00 hrs of the same day It shall offer below benefits: 1. Battery life will be enhanced 2. Battery size will get reduced 3. Peak tariff will come to realistic levels as it is currently very high If it is not possible to reduce the number of peak hours, please schedule three peak hours mandatorily in morning as else it is leading to uncertainty regarding charge/discharge cycles. Please confirm.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
36	RfS		GST		In case of Solar PV + BESS system is offered, please confirm whether the Project along with BESS shall be considered SPGS so as to avail GST taxation of 70:30 @ 5%:18%. This will enable us to bid peak-tariff aggressively.	Relevant GST regulations will be applicable.	
37	RfS	Format 7.10	Capacity Breakup (for the purpose of LTA) i.e. Total Project capacity (AC) MW= Solar Capacity (AC)+Wind Capacity (AC)MW		Can we modify Capacity Breakup upon award? Can we remove one component completely upon award while meeting requisite CUF and Peak generation requirement? Such situation may arise due to hybrid site constraints. Please confirm.	Yes. However, the Project configuration will be allowed to be changed subsequent to culmination of e-RA and prior to issuace of LOAs. Please refer to amendments to the RfS.	
38	RfS	Format 7.10	Estimated Annual Generation of Electrical Energy from Solar component of the Project Estimated Annual Generation of Electrical Energy from Wind component of the Project		Can we submit total generation in the bid instead of break-up?	Yes. The Format has been suitably modified.	
39	RfS	Section III, Cl. 5 ix.	However, throughout the term of the PPA, irrespective of the changes made in ESS technology, minimum ESS rated energy capacity installed shall be equal to 'X' MWh, where 'X' is the Contracted Capacity of the Project as per the PPA		As there will be annual degradation in solar as wind power output, so similarly degradation shall be allowed in BESS capacity as well.	Degradation in ESS is to be factored in by the HPD. However, the minimum ESS rating requirement has been modified. Please refer to amendments to the RfS.	
40	RfS	Section III Cl. 7.3	In case of Wind-Solar Hybrid Power Projects, Bidders shall have to follow only either of the following configurations for interconnection with the Grid, based on the prevailing provisions in the respective States		This provision rules out option of implementing DC-DC coupling between solar and wind components. Please clarify whether wind solar DC-DC integration is allowed or not?	Option-2 as provided in Section III, Clause 7.3 of the RfS also provides for DC-DC coupling between the components.	
41	RfS	Definitions	DEFINITIONS : PEAK HOURS shall mean the energy scheduling hours between (& including) 06:00 hrs up to 09:00 hrs, and between (& including) 18:01 hrs to 24:00 hrs of the same day; OFF-PEAK HOURS shall mean the energy scheduling hours between (& including) 09:01 hrs up to 18:00 hrs and the hours between (& including) 00:01 hrs up to 05:59 hrs of the subsequent day		Based on CERC regulation all regional dispatch center (RLDCs) and State load dispatch center (SLDC) declare their peak hours and non peak hours. Ordinarily these are undertaken for blocks of month for various season and such blocks are: i) April to June ii)July to Sept iii)Oct to Nov iv)Dec to February v)March In order to bring level playing field for the bidders under this tender document, peak hours and non peak hours are proposed to be defined as suggested.	A variation of ± 30 minutes in the deadlines has been provided to the Discoms. The clause has been suitably modified. Please refer to amendments to the RfS.	
42	RfS	Section III Cl. 3.3	PROJECT CONFIGURATION In case the Project Developer chooses to install a combination of both wind and solar PV components in the Project, the Project shall be denoted as a "Wind-Solar Hybrid Power Project", under the National Wind-Solar Hybrid Policy; and in such case, the rated installed Project capacity of either of the wind and solar components shall be more than 25% of the rated installed capacity of the other wind/solar component.	In case the Project Developer chooses to install a combination of both wind and solar PV components in the Project, developer should be allowed to install mix of wind and/or solar component.	To achieve the minimum energy generation criteria and to keep the project cost in the reasonable limit, please remove the mandatory criteria of 25%.	RfS conditions remain unchanged	

43	RfS	Section III Cl. 8.1	CRITERIA FOR GENERATION The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the HPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 40% or 3.504 Million Units per MW on an annual basis	The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the HPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 30% or 2.628 Million Units per MW on an annual basis	Since this is the unique tender, first of its kind in India, and the hybrid technology with Storage still is in nascent stage and the generation data is not there for these kind of projects in India, please remove the minimum declared CUF criteria of 40%	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
44	RfS	Section III Cl. 8.4	Clause No.8.4 EXCESS GENERATION In case of energy supply during Peak Hours over and above the mandated energy requirement (300 MWh for each 100 MW of project capacity), and in the event of such power being procured by the Buying Utility, the HPD will be paid energy charges @ Off-Peak Tariff, i.e. Rs 2.70/kWh	In case of energy supply during Peak Hours over and above the mandated energy requirement (300 MWh for each 100 MW of project capacity), and in the event of such power being procured by the Buying Utility, the HPD will be paid energy charges @ 75 % of Peak Tariff.	Setting up of project for this tender requires huge capital investment as compared to solar/wind tender, please allow the procurement of energy over and above mandated energy @Peak Tariff discovered in reverse auction.	RfS conditions remain unchanged	
45	RfS	Section III Cl. 10	EARNEST MONEY DEPOSIT (EMD) Earnest Money Deposit (EMD) of INR 6 Lakh/ MW per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from…..	Earnest Money Deposit (EMD) of INR 4 Lakh/ MW per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from…..	Please keep the EMD at Rs.4 Lakh/MW.	RfS conditions remain unchanged	
46	RfS	Section III Cl. 12	SUCCESS CHARGES & PAYMENT SECURITY DEPOSIT The Selected Bidder shall have to pay INR 1.00 Lakh/ MW/ Project + 18% GST to SECI towards administrative overheads, coordination with State Authorities and others,…. Payment Security Deposit: Prior to declaration of commissioning of first part capacity of the Project, the SPD shall furnish a Payment Security Deposit (PSD) @Rs.5 lakh/MW/Project, to SECI through DD/NEFT/RTGS…….		Please remove the success charges and payment security deposit, as it will lead in higher tariff.	RfS conditions remain unchanged	
47	RfS	Section III Cl. 8.2	Clause No.8.2 SCHEDULING AND OFFTAKE OF ENERGY DURING PEAK HOURS The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Utility (ies), as per their day-ahead schedule. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to 6-hour blocks	The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Utility (ies), as per their day-ahead schedule. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to 3-hour blocks		RfS conditions remain unchanged	
48	RfS	Section III, Cl. 8.5 (d)	Offtake constraints due to shortage in discharge of stored Energy: The HPD can sell the remaining energy unutilized during the Peak Hours, in exchange or open market. In such case the DISCOM will pay the tariff difference (difference between the quoted Peak Tariff and the tariff for energy sold in open market)	The energy which Discom's are unable to purchase during the peak hours shall be considered as deemed generation and to be paid @peak tariff.	It is not always possible to find the buyer in such a short of time for the remaining energy, please consider the unutilized energy as deemed generation and to be paid @peak tariff.	The clause has been deleted.	
49	RfS	Annexure – A-1	Applicability of IEC 61427		IEC 61427 is particularly applicable to Lead Acid or NiCd batteries. Can Equivalent or IEC 62619 : 2017 accepted	Yes. The clause has been suitably modified.	
50	RfS	Annexure - A-1	UI 1642 / UL for Lithium ion Cells		Please clarify	UL 1642 has been included. Please refer to amendments to the RfS	
51	RfS	Others			About ESS fire / smoke detection or fire suppression systems, RfS is silent	Applicbale CEA regulations may be referred in this regard.	
52	RfS	Others		Operational State of Charge not defined	Please define	To be determined by the developer, based on peak power requirement	
53	RfS	Others			If Li Ion BESS selected, what will be the installation capacity considered at DOD 80%. What will be the discharge C-Rate to support peak load	To be determined by the developer, based on peak power requirement	
54	RfS	Others			Is UL 9540 applicable or not	Yes, it is applicable. Please refer to amendments to the RfS	
55	RfS	Others			Please clarify about Round Trip Efficiency and Other Efficiencies	To be determined by the developer, based on peak power requirement	
56	RfS	Others			Please clarify about the Self Discharge of ESS	To be determined by the developer, based on peak power requirement	
57	RfS	Appendix A1	Commissioning Procedure		Please upload the commissioning procedure prior to 30 days from bid submission date.	The same will be provided prior to commissioning of the Project.	

58	RfS	Section I: 1.59	"WIND-SOLAR HYBRID POWER PROJECT" means the wind-solar hybrid power project where the rated power capacity of one resource is at least 25% of the rated power capacity of the other resource.		The criteria of minimum 25% may be removed for Hybrid, as it will lead to undue oversizing of either Solar or Wind components. Moreover, when standalone Solar or standalone Wind alone are already allowed under the tender (Clause 1.43), insistence on 25% ratio for Hybrid projects is not relevant. Since, HPD is obligated to meet the annual CUF criteria and schedule minimum power during peak periods. Therefore, we request that sizing configurations (such as solar-wind ratio, etc), should be left open to the bidders for meeting contractual conditions linked to the output parameters (that is, annual CUF).	RfS conditions remain unchanged	
59	RfS	Section III: 3.3	Capacity of each Project: The Projects are required to be designed for inter-connection with transmission network of CTU at voltage level of 220 kV or above. For each Project, the minimum Project capacity shall be 50 MW and the maximum capacity shall be 300 MW. The Project capacity shall remain in multiples of 10 MW only.		The maximum single Project Capacity has been capped at 300 MW. The maximum project capacity allowed to a bidder is 600 MW. Developing large scale ESS capacity at single location is more economically efficient vis-à-vis scattered over multiple locations. Thus, in order to develop economical RE + ESS co-located projects, it would be prudent to allow maximum project capacity at single location. Considering the efficiency and economies of scale, It would be simpler and more appropriate to align the maximum project capacity with the maximum allowable Bidder capacity, both at 1200 MW.	The maximum single Project Capacity has been modified to 600 MW. Please refer to amendments to the RfS.	
60	RfS	Section III: 3.3 (ii) & 6 (i)	Words "Contracted Capacity", "Rated Capacity", "Project Capacity", "Installed Capacity" etc. have been used in the RFP with various meanings / connotations. Clause 3.3 Subclause ii: …….. In case of a single generation source in addition to the ESS, the Contracted capacity of the Project shall be the rated capacity of the wind or solar PV capacity installed in the Project. Clause 6 Subclause i: For the purpose of bidding and deciding the contracted capacity, Project capacity shall refer to the rated capacity (AC) to be quoted by the bidder.		We suggest that the entire contract (RFP and PPA), should only be based on "Contracted Capacity" as quoted by bidders and as entered in the PPA. Sizing of capacity of individual components of a project (wind, solar, etc) should be left to the bidder / developer. Accordingly, we request that all references to "Rated Capacity", "Project Capacity", "Installed Capacity" etc. may please be replaced with "Contracted Capacity". Clause 3.3 Sub clause ii implies that annual CUF obligation (min 40%) is also w.r.to the Solar or Wind Rated Capacity, which is impossible to achieve in Indian conditions. This is also in contradiction to Clause 6 Sub clause i. Hence Contracted Capacity, even in case of single generation sources, should be left to be declared by HPD as is the case with Wind-Solar combination project.	As clarified in Sl. 29 above, for all contractual purposes as per the PPA, "Contracted Capacity" shall mean the connectivity (in MW) granted to the Project by the CTU. Any reference to the terms "Rated capacity" and "Project Capacity" in the tender documents shall refer solely to the Contracted Capacity. "Installed Capacity" shall refer to the actual installation of solar PV modules and/or wind turbines, which shall be examined in line with the commissioning procedure. It is further clarified that in cases of single source generation projects, the "installed capacity" shall not be less than the "Contracted Capacity" of the Project. In case of Wind-Solar Hybrid Projects, the "installed capacity" shall refer to the cumulative rated inverter capacity and wind turbine capacity, in line with the definition of a Hybrid Project as per the RfS.	
61	RfS	Section III: 8.2 (vi)	The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Utility (ies), as per their day-ahead schedule. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to 6-hour blocks. However, based on the availability of power, the HPD may schedule power more than 50 MW for each 1-hr block, during the Peak Hours. In such cases, subsequent to consumption of 300 MWh energy per 100 MW of Contracted Capacity, remaining energy may be purchased by the Discom at the Off-Peak Tariff. The discharge cycle corresponding to offtake of stored energy may vary as per requirements of the Discom.		For a Contracted Capacity of 100 MW, the total energy commitment is ~350 MU per annum (40% CUF). Out of this, less than 1/3rd energy is being purchased as Peak Power (100 MWh x 50% x 6 hr/day x 365 days = 110 MU/annum). Capping 2/3rd off-peak quantum at lower rate of Rs 2.70/ unit may lead to the peak rate becoming substantially higher. In order to address this issue, we request to increase the off-peak rate from Rs. 2.70 to 3.00, or alternatively, Instead of 2 separate tariffs (peak and non-peak), only a single tariff bid should be sought as bid parameter. Also, Since Buying Utilities shall off-take only 50% of the Contracted Capacity during each hour of the 6-hour Peak Hours period, it would be prudent to increase the peak hours from 6 to 8 so as to ensure firm schedulable RE power supply to utilities for elongated hours, and accordingly increasing the peak energy requirement from 3 MWh/MW to 5-6 MWh/MW for peak hours.	The off-peak tariff has been modified to Rs. 2.88/kWh for the Term of the PPA. Please refer to the amendments in the RfS.	
62	RfS	Section III: 8.1	The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the HPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 40% or 3.504 Million Units per MW on an annual basis……		• The minimum declared Annual CUF level in recent SECI tenders for RE-hybrid projects was 30% and for Solar & Wind tender was 17% and 22% respectively. Annual CUF obligation (min 40%) w.r.to the Solar or Wind Rated Capacity is impossible to achieve in Indian conditions. • Introducing ESS does not aid in increasing the CUF of the RE project. Thus, we request that the minimum declared Annual CUF requirement may please be reduced to 30% (instead of 40%). • Also, this will help more developers with solar sites to participate, as good wind sites are in short-supply. Also, in any case, if a bidder still wants to offer 40% CUF, there is no restriction on that.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	

63	RfS	Section III: 8.2 (vi)	The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Utility (ies), as per their day-ahead schedule. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to 6-hour blocks. However, based on the availability of power, the HPD may schedule power more than 50 MW for each 1-hr block, during the Peak Hours. In such cases, subsequent to consumption of 300 MWh energy per 100 MW of Contracted Capacity, remaining energy may be purchased by the Discom at the Off-Peak Tariff. The discharge cycle corresponding to offtake of stored energy may vary as per requirements of the Discom.		We request SECI to clarify that the supply during the off-peak hours will not be scheduled on day-ahead basis, as long as the Annual CUF commitment is met by the supplier.	Yes, it is clarified that the demand pattern as scheduled by the Discom on a day-ahead basis will apply only on the Peak Power component of the generation. Off-Peak Power will be scheduled on a "must-run" basis, as is applicable in other RE projects without requirement of any firm schedulable power.	
64	RfS	Section III: 8.2 (vi)	Peak discharge hours		There will be no solar generation during evening peak hours of Day-1 and morning peak hours of Day-2. Therefore, while on the face of it, the tender seeks only 6 hours of peak power, in reality, this could become 9 hours of storage discharge without any support from solar generation. Wind will also not be able to support this during 7-8 months in a year (due to seasonal generation profile). This will push the storage sizing and capex prohibitively high, and make the entire transaction unviable. Accordingly, we request SECI to clarify that peak power will be sought / scheduled for maximum of 6 hours during morning peak hours and evening peak hours.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
65	RfS	Section III: 16b	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 the PPA		In case of HPD opting for storage technology other than battery storage, the project commissioning is going to take much more than 18 months. Also, even in case of Battery storage, the project commissioning is going to take more than 18 months (due to this being the biggest storage tender in the world). Also, there is issue of adequate global battery manufacturing capacity, supply chain, taxation, forex issues, etc. Also since it is a first of its kind of tender involving RE + ESS, SCD should be kept at minimum 30 months. Accordingly, Financial Closure timelines should also be extended. Additionally, if ISTS Waiver deadline (currently, Mar 2022) is extended, which is expected, we request SECI to extend the SCD and Financial Closure timelines for this tender also. Also, in case of STU-connected projects selling power in the same State do not face any dependency on ISTS Waiver, the SCD and FC timelines may please be accordingly relaxed for STU-connected projects.	RfS conditions remain unchanged	
66	RfS	Section I: 1.40	POOLING SUBSTATION/ POOLING POINT" shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the HPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 33 kV or above……	The voltage level for such common line shall be 220 kV or above in line with the definition of Inter-Connection point where it mentioned that power can be injected into ISTS substation at 220kV or above.		The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
67	RfS	Section I: 1.53	"SUB-POOLING SUBSTATION" shall mean the intermediate pooling point where power from the Solar and/or Wind Project components, along with the ESS is injected into and from where the power is evacuated through a single transmission line and injected into the Interconnection Point. It should be noted that this point shall be prior to the Metering Point of the Project;	"SUB-POOLING SUBSTATION" shall mean the intermediate pooling point where power from the Solar and/or Wind Project components, along with the ESS is injected into and from where the power is evacuated through a single transmission line and injected into the Interconnection Point (directly or through Pooling Substation). It should be noted that this point shall be prior to the Metering Point of the Project;	Rationale: As pooling of different Projects is allowed.	The proposed elaboration is accepted. Please refer to amendments to the RfS.	
68	RfS	Section II: 7.0	..... Energy generated during the Off-Peak Hours shall be eligible for a flat tariff payment @ Rs. 2.70/kWh, i.e. the Off-Peak Tariff. Energy generated during the Peak Hours shall be purchased at the tariff discovered through e-Reverse Auction as per this RfS, i.e. the Peak tariff.	The word "Energy generated" wherever appearing in the RFS / PPA / PSA, should be replaced with the word "Energy Supplied".		Accepted. Please refer to amendments in the RfS.	
69	RfS	Section III: 7.12	..... Such eligibility of the HPDs shall be decided based on the consent from the corresponding State and shall be offered to the HPDs in the ascending order of their PPA tariffs in that particular State. The HPDs will have the option to either accept or reject such offer from SECI, within 15 days of such intimation. In the event of the rejection of the above offer by the HPD, the same may be extended to the next eligible HPD, until the entire quantum of power to be purchased by the corresponding State is filled. Any additional charges on account of the above change, if applicable, shall be solely attributable to the HPD.	For availing this option, the Delivery Point for supply needs to be appropriately changed to the nearest STU sub-station. Also, Since the successful bidder has bid considering delivery at inter-connection point as defined in the RFS/PPA, he cannot be expected to bear any additional charge on account of injection into intra-state network. This would render the bid submitted by the bidder as un-economical. Also, injection of power directly into intra-state network of a Buying state is more economical than injection into ISTS network for supply to the same Buying state. Hence, any additional charges for connection and supply into Intra-state network shall not be levied on HPD.		This provision has been deleted. Please refer to amendments in the RfS.	

70	RfS	Section III: 7.14	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 SCD of the Project is before the date till above ISTS waiver is applicable, and if the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to Force Majeure event, the liability of transmission charges and losses would be shared between the HPD and Buying Utility(ies) in ratio of 50:50.	In case of Force Majeure being beyond the reasonable control of HPD, the HPD should not be penalized with levy of 50% of ISTS transmission charges and losses, since the successful bidder has put in the competitive bid at the time of bidding, without expecting such force majeure. Levying of this transmission charges and losses would render the transaction unviable.		The clause has been deleted.	
71	RfS	Section III: 7.14	Further, it is specifically indicated that in case of extension of the SCD for the Project beyond the above applicable deadline of ISTS waiver, due to delay in readiness of ISTS substation and/or delay in LTA operationalization, such Projects shall be deemed having been commissioned prior to the above applicable deadline for ISTS waiver, and ISTS charges and losses for such Projects shall be considered to be waived off.	Kindly confirm the underlying basis for the same ?		The clause has been deleted.	
72	RfS	Section III: 8.1	The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the HPDs will be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 40% or 3.504 Million Units per MW on an annual basis. Note: Out of the generated energy, the HPD shall supply energy corresponding to a minimum amount of 3000 kWh per MW of the Contracted Capacity, on daily basis during Peak Hours, as per the schedule provided by the Buying Utility. The requirement of electricity supply during Peak Hours is to be mandatorily met on a day-to-day basis, and shall be monitored on a monthly basis.It shall be the responsibility of the HPD, entirely at its cost and expense to install such number of project components and associated equipment (including arrangement of extra land for such installation), as may be necessary to achieve the required CUF, and for this purpose HPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. HPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 34%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years.		Kindly confirm the underlying basis for the same ? • In case of Hybrid, we request that the principle should still remain the same, and separate CUF commitments for wind and solar may not be sought. Ultimately, the HPD should also be assessed on a singled declared CUF. Actual generation of Solar and Wind power from Hybrid plant during operation shall be shared with SECI/ Buying Entity. • We again request that all references to "Rated Capacity", "Project Capacity", "Installed Capacity" etc. may please be replaced with "Contracted Capacity".	It is clarified that the RfS does not require CUF to be quoted "separately" for wind and/or solar components in case of a Hybrid Project. For the remaining queries, please refer to Sl. 43 and 60 above.	
73	RfS	Section III: 8.2 (viii)	The HPD is free to conduct energy arbitrage during the hours between 00:01 hours and 05:59 hours the next day, through sale and purchase on open market. Any ISTS/STU charges corresponding to wheeling of power, etc, in this regard, shall be borne by the HPD, and will not be the responsibility of SECI		We request you to provide an illustration of this. can sale and purchase on open market (Exchange or Third Party) take place during remaining non-peak hours also i.e., from 9 AM to 18 hrs? Also, we request you to clarify that this will not amount to Trading.	The clause has been deleted.	
74	RfS	Section III: 8.2	Step-by-Step scheduling procedure and cut-off times are not provided.		Step-by-Step scheduling procedure and cut-off times may please be provided for clarity.	There is no change in the scheduling procedure as established by the applicable regulations. The only difference in this tender is that the Discoms will provide their schedule first, which will be matched by the Developer's schedule	
75	RfS	Section III: 8.3	…… Shortfall in supply of Peak Power: In case of any shortfall of generation/supply during the Peak Hours from the mandated supply of energy (i.e. 300 MWh for 100 MWh capacity), the HPD shall pay a penalty, which shall be equal to the Peak Tariff or the Tariff paid by the Discom to meet this shortfall in supply, whichever is higher. Such shortfall shall be permissible upto 15% below the minimum energy commitment during the Peak Hours, on a monthly basis beyond which the penalty will be applied. In other words, the HPD shall be required to demonstrate availability of 85% of Peak Power on a monthly basis.		Can peak-shortfall in a day be compensated by peak-excess supply during another day within the same month? Will such excess supply (used to compensate shortfall in another day) be paid at 'Peak-Tariff' or 'Off-peak tariff'? Penalty should be on differential of PPA tariff and alternate purchase, and not linked to PPA tariff only. There is conflict in the 1st and 2nd line of the clause. Please clarify that the penalty shall be levied only in case of shortfall below 85% of monthly mandated peak-hour supply and not on daily basis.	Compensation of shortfall in Peak-Power supply shall not be allowed to be compensated by supply of excess supply of Peak Power in any other day. As clarified in Sl. 5 above, shortfall of 15% in the daily Peak-Power supply will be calculated on a monthly basis	
76	RfS	Section III: 8.4	Any excess generation over and above 10% of declared annual CUF will be purchased by SECI at its discretion {without any obligation to do so} at a fixed tariff of 75% (seventy-five percent) of the Off-Peak PPA tariff, provided SECI is able to get any buyer for sale of such excess generation. However, the HPD shall inform at least 60 days in advance of such excess generation to SECI, to enable SECI take necessary actions for sale of this excess generated energy….. While the HPD would be free to install DC solar field and wind turbines as per his design of required output, including his requirement of auxiliary consumption, HPD will not be allowed to sell any excess power to any other entity other than SECI (unless refused by SECI).		• In a storage based project, First Right of Refusal does not make sense. What if a project's capacity is, say, 2000 MW, but the Contracted Capacity is only 100 MW? Will SECI have FROR on the remaining 1900 MW also? • Further, in these projects (which will be definitely sized higher than the Contracted Capacity), the excess generation is a daily occurrence, unlike standalone solar / wind projects where excess generation starts only after say 10-11 months of a year. Therefore, the provision may please be deleted.	As clarified in Sl. 12 & 13 above, the first right of refusal of any excess energy made available by the HPD remains with SECI. In case of refusal of such excess energy, the HPD is free to sell it to third party, after meeting the daily peak power and annual energy requirement.	

77	RfS	Section III: 8.5	Note: Notwithstanding anything mentioned above, the provisions of Clause 8.5 above shall be applicable subject to the acceptance of the same by the respective Buying Utility in the Power Sale Agreement.		What are the alternate options available in case the Buying Utility doesn't accept the terms under 8.5?	Any deviations from the Standard Bidding Guidelines will be required to be approved by the Appropriate Commission.	
78	RfS	Section III: 8.5 (a)	The normative CUF of 34% (Thirty Four Percent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the HPD in the succeeding 03 (Three) Contract Years, shall be procured by SECI at the Off-Peak PPA tariff, so as to offset this loss.		34% is always lower than committed CUF (minimum 40%). Full Grid unavailability period should be considered and any unavailability during peak hours needs to be compensated at Peak hour tariff, and not at Off Peak tariff	The clause has been suitably modified. However, any compensation payable under this clause will be paid at the Off-Peak tariff.	
79	RfS	Section III: 8.5 (c)	Offtake constraint due to Backdown		First of all, There can be no condoning / post-facto regularising of unjustified backing down / curtailment at all in the first place (except for grid security reasons, which itself has to be fully justified and accepted by courts / Commissions). In order to strongly discourage any such unjustified curtailment (once proven in courts), the DISCOM should pay deemed generation for 100% of the energy lost at 100% of the applicable tariff, and also a penalty on top of that.	RfS conditions remain unchanged	
80	RfS	Section III: 8.5 (d)	Offtake constraints due to shortage in discharge of stored Energy:		Under the ABT regime of CERC, Day-ahead Schedule is equal to Consumption. In other words, the billing and payment will be done based on day-ahead scheduled energy for peak hours. Actual offtake by DISCOM is not relevant. The clause may please be rephrased accordingly, in line with the regulations. Now, as regards short-scheduling, when the monthly obligation of the supplier is 85% (peak power), the same 85% rule should be applied to buyer also, and not 50% (3 hr / 6 hr).	The clause has been deleted.	
81	RfS	Section III: 11.1	Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 30 Lakh/ MW within 30 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier.		Request to reduce this to INR 20 Lakh/MW as per the May 2018 Hybrid Scheme document, and Hybrid tenders of 2500 MW and 1200 MW conducted by SECI. Otherwise, the discovered Peak tariff will include this additional cost and will be higher than expected.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
82	RfS	Section III: 12	Payment Security Deposit: Prior to declaration of commissioning of first part capacity of the Project, the SPD shall furnish a Payment Security Deposit (PSD) @Rs. 5 lakh/MW/Project, to SECI through DD/NEFT/RTGS. This fund shall be non-refundable, and shall form part of the Payment Security Fund maintained by SECI for the Projects. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.		The HPD shall already be providing Rs. 30 Lakh/MW as PBG. What is the rationale for this PSD of Rs. 5 lakh/MW/Project, moreover when it is non-refundable? Payment Security Fund should be collected from DISCOMs, not generators themselves. This will only increase the quoted tariff.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
83	RfS	Section III: 20.11 (c)	A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission		Parent and Ultimate Parent shareholding should not be required here when there is no use of their credentials. Only Bidder's shareholding should suffice. Accordingly, we request SECI to correct this provision	RfS conditions remain unchanged	
84	RfS	Section IV: A9 General Eligibility Criteria	For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 3.5 A (iii) and (vi) above should be an immediate subsidiary of the bidder, without any intermediaries involved.		Incorrect reference. We believe the reference is to Section IV, A.3 and A.6. Please also allow subsidiary Company with intermediaries having 100% shareholding, as there is no material difference	The typographical error has been rectified in the amendments. Other povisions remain unchanged.	
85	RfS	Format 7.1	5) Acceptance: - We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process. We also unconditionally and irrevocably agree and accept that the decision made by SECI in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.		This clause is one-sided and is unacceptable – we request SECI to please rephrase it to make it bilateral and not unilateral.	RfS conditions remain unchanged	

86	RfS	Format 7.3 B	The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the PPA.		This clause needs to be deleted as Banks are not in favour of assigning the Guarantees to unidentified beneficiaries. Also, the EMD BG format does not ask for the Assignment clause.	RfS conditions remain unchanged	
87	RfS	Format 7.6	Exhibit (i): Applicable in case of Bidding Company For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details: Exhibit (i): Applicable in case of Bidding Company For the above calculations, we have considered the PBDIT by Bidding Company and/ or its Affiliate(s) as per following details:		We assume only one of the exhibit needs to be provided in this format for the purpose of meeting qualifying requirement as per Section IV: C.2 LIQUIDITY	Yes.	
88	RfS	Format 7.10	TECHNOLOGY TIE-UP 5A) Estimated Annual Generation of Electrical Energy from Solar component of the Project 5B) Estimated Annual Generation of Electrical Energy from Wind component of the Project		We have already requested that only the Contracted Capacity should go into the PPA, and therefore, we request SECI to please delete the requirement of submitting Wind & Solar separately.	The format has been suitably modified.	
89	RfS	Format 7.12	PRELIMINARY ESTIMATE OF COST OF RE PROJECT		We request SECI to please delete the requirement of submitting project cost here.	RfS conditions remain unchanged	
90	RfS	Section – II	Details of the Buying Utilities		• It has been mentioned in the RfS that SECI will sale power to Buying Entity on back to back basis and the details of the Buying Utilities shall be intimated at a later date. • We request SECI to provide a confirmation in the form of guarantee that the tariff discovered for the tender shall be acceptable by the Buying Entity. • In case SECI is unable to tie-up any Buying Utility for the tariff discovered, SECI should refund the processing fee submitted for the tender.	Section III Cl. 28 provides for refund of processing fee in case of cancellation of the tender at any stage.	
91	RfS	Section – II Clause no. 9 of the RfS	Lock-in period		• It has been provided that the shareholding pattern in the Company as submitted at the time of bid shall be maintained for a period as 3 years after COD. • We request SECI to revise the shareholding restrictions to 1 one year after COD basis the bidding guidelines for wind.	RfS conditions remain unchanged	
92	RfS	Format 7.1 of the RfS	Project Configuration		• As per Format 7.1 – Covering Letter, HPD needs to provide the details of the project configuration. • We request SECI to clarify if the HPD can interchange the project configuration (e.g. wind to solar and vice-versa, or similarly to other resource permitted to establish under the PPA) till the signing of the PPA so long as the cumulative capacity awarded to the bidder remains the same.	Please refer the clarification provided at Sl.37 above.	
93	RfS	Section -III clause 7.6 of RfS	Forecasting and Scheduling		• It has been specified that the HPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, or UI charges as applicable and are responsible for all liabilities related to LTA and Connectivity. • For a hybrid project, where metering is done for the project at the Interconnection/Delivery Point, we request SECI to clarify on the appropriate regulation that needs to be followed by the HPD?	The applicable regulations are required to be explored by the HPD. It is however clarified that UI charges will not be levied on the Project. The Project will be governed only by applicable scheduling, forecasting and DSM regulations. The clauses has been suitably modified accordingly. Please refer to amendments to the RfS.	

94	RfS	Section -III clause 7.11 & 7.13 of RfS	Responsibility of obtaining Connectivity and/or LTA		• It has been specified that the responsibility of obtaining connectivity and/or LTA at the designated substations shall be of HPD. As per Detailed Procedure for Grant of Connectivity to Projects based on Renewable Energy Sources to Inter-State Transmission System dated 15.05.2018 approved by CERC, the LTA Applicant is required to submit NOCs from respective State Transmission Utility of states having injection and drawal points. Therefore, we request SECI to take the obligation of arranging the NOC from the concerned State Transmission Utility on or before the Effective Date of the PPA, so as to allow the Bidder to process the LTA application at the earliest.	RfS conditions remain unchanged	
95	RfS	Section – III Clause 8.1 of the RfS	Capacity Utilisation Factor		• The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the HPDs will be allowed to revise the same once within first year after COD. • Since the RfS provides for wind/hybrid generation units alongwith the ESS, request you to consider revision of CUF once within 3 years.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
96	RfS	Section – III Clause 8.1 of the RfS	Criteria for generation		• In case of Wind-Solar Hybrid Power Projects, the energy units shall be submitted by the HPD separately for wind and solar components, while finalizing the PPA. • We request SECI to clarify that the requirement of maintaining the CUF and any penalty thereof, during the term of the PPA for Wind-Solar Hybrid Power Projects shall be considered on cumulative basis.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
97	RfS	Section – III Clause 8.3 of the RfS	Compensation for shortfall for Off-Peak Tariff		• The amount of compensation shall be equal to the compensation payable (including RECs) by the buying utilities/ Discoms towards non - meeting of RPOs, which shall ensure that the Discom is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at both Off-Peak Tariff. • We request SECI to clarify 'both' Off-Peak Tariff. • Further, we request SECI to modify the compensation being payable subject to order by respective SERC on the compensation payable by Buying Utilities on account of default by the HPD.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
98	RfS	Section – III Clause 8.5(b) of the RfS	Grid Unavailability		• The generation compensation for Grid Unavailability in the PPA has been considered only for the period from 8AM to 6PM. • The RfS obligates SPD to supply energy round the clock, hence request SECI to remove the time restrictions within which the generation compensation can be claimed by HPD.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
99	RfS	Section – III Clause 16.d of the RfS	Early Commissioning		• In cases of early part-commissioning, till the SCD, SECI may, at its discretion if the Buying Entity agrees to, purchase the generation @ 75% (seventy-five per cent) of the respective Part-PPA tariffs for the energy supplied during Off-Peak Hours and Peak Hours. • We request SECI to purchase the generation from part commissioning @ PPA tariff for Off-Peak Hours and Peak Hours and incorporate corresponding provision in the PSA with Buying Entity.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	

100	RfS		Tariff Adoption		• Due to the incessant delay in the adoption of tariff by the appropriate commission, the HPD may be subjected to huge difficulty in securing the financing for the project and give comfort to the lenders' on the viability of the Project. Having said so, in the interest of comfort of the lenders', SECI is requested to ensure that the tariff specified in the PPA remains unchanged, irrespective of concerns, if any, raised by the appropriate commission at a later stage. • Further, SECI is also requested to ensure that the scheduled commissioning date of the project is not affected due to non-adoption of tariff by the appropriate commission. Additionally, SECI is also requested to independently secure the obligation of procuring the contracted capacity, in case the tariff is not adopted by the appropriate commission, even on commissioning of the project.	RfS conditions remain unchanged	
101	RfS	Section III Clause 5 of RFS	ESS – Applications		• SECI is requested to clarify the specific applications for which the ESS will be used – eg., time shift, peak shift, ancillary services etc. • If there is more than 1 application, SECI is requested to clarify percentage share of each application in a day (average for a year).	RfS conditions remain unchanged	
102	RfS	Section III Clause 5 of RFS	ESS – Usage pattern		• SECI is requested to provide following information for ESS o No. of cycles/day - min & max values considering a year of operation o Max no. of cycles/year that ESS will be operated	Design flexibility of the ESS has been provided to the developer, subject to the Project meeting the requirements of all applicable regulations	
103	RfS	Section III Cl. 8.2	ESS – Seasonal variation in energy off-take		• SECI is requested to clarify whether there will be significant difference in time of delivery of power during peak hours in different seasons. Eg., more off-take during evening peak in summer.	The clause has been suitably modified. Please refer to amendments to the RfS	
104	RfS	Section III Cl. 8.2	ESS – Charging modes		• SECI is requested to clarify whether charging ESS from grid is possible. If yes, what are the conditions and tariff for same?	Please refer to clarification provided ay Sl. 34 above.	
105	RfS	Section III Cl. 8.2	ESS – Min Performance Requirements		• SECI is requested to clarify if ESS needs to qualify min performance criteria like State of Charge (SOC), Round-trip Efficiency (RTE), Charge/Discharge Rates (C-rate) etc. If yes, please mention the requisite parameters and min values for qualification.	No such criteria has been mandated in the RfS, apart from the existing provisions.	
106	RfS	Section 3 ITB: Cl. 8.2.vi	Following table illustrates few of the combinations of off-take energy which may be demanded by the Discom as per day-ahead schedule:	Kindly restrict the offtake energy combination to 3 hours in Morning slot and 3 hours in Evening slot	We bring to your kind notice that more the flexibility and uncertain nature of schedule of power, larger the storage requirement which would lead to higher peak hour tariff. It would be beneficial if SECI can reduce the uncertainty of schedule. We propose to kindly consider to have 3 hours scheduled in morning and 3 hours in the evening peak hour slot.	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
107	RfS	Section 3 ITB: Cl. 5.ix	"…. However, throughout the term of the PPA, irrespective of the changes made in ESS technology, minimum ESS rated energy capacity installed shall be equal to 'X' MWh, where 'X' is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum energy rating of the ESS installed shall be 100 MWh."	Request to kindly remove minimum energy requirement and allow the freedom to the developer to size the storage system Request to kindly confirm the monitoring mechanism for ESS rated energy capacity.	There are lot of factors which will be used to determine the optimal capacity of Storage system. By stipulating the minimum storage system, we could lose on the optimal solution thereby tariff may not be attractive as it could be. Since, the HPD is required to maintain minimum ESS rated energy capacity throughout the PPA term, it would be mutually beneficial if SECI could clearly state the monitoring mechanism for the same	The clause has been suitably modified. Please refer to the amendments issued to the RfS.	
108	RfS	Section 3 ITB: Cl. 7.6	"The HPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, or UI charges as applicable and are responsible for all liabilities related to LTA and Connectivity. In case of absence of regulations specific to Projects, the above regulations will be adhered to, separately for Wind and Solar Project components."	Request to kindly confirm the scheduling regulation with respect to the project	Since the tender talks about the firm schedulable peak power, request SECI to clarify the project categorically and advise on the applicable regulations so that future discrepancies can be mitigated	It is clarified that in case of a single generation source-based project (along with ESS, if any), such Project will be classified as a "Solar" or a "Wind" Project, and shall follow applicable scheduling regulations. All other Projects will be classified as "Wind-Solar Hybrid" Project, and shall follow applicbale scheduling regulations	

109	RfS	Section 3 ITB: Cl. 8.4	"In case of energy supply during Peak Hours over and above the mandated energy requirement (300 MWh for each 100 MW of project capacity), and in the event of such power being procured by the Buying Utility, the HPD will be paid energy charges @ Off-Peak Tariff, i.e. Rs 2.70/kWh	Request to allow HPD to schedule Minimum of 50 MW (ie, allow more than 50MW) for 100MW PPA during the peak hours. And all the scheduled energy be paid at Peak tariff	Since the energy is being supplied during the peak hour, all energy generated/scheduled should be valued at the same tariff. Otherwise the system will be grossly underutilized as it will be sized for worst days to generate 50MW	RfS conditions remain unchanged	
110	RfS	Section 3 ITB: Clause 8.3	"Shortfall in supply of Peak Power: In case of any shortfall of generation/supply during the Peak Hours from the mandated supply of energy (i.e. 300 MWh for 100 MWh capacity), the HPD shall pay a penalty, which shall be equal to the Peak Tariff or the Tariff paid by the Discom to meet this shortfall in supply, whichever is higher. Such shortfall shall be permissible upto 15% below the minimum energy commitment during the Peak Hours, on a monthly basis beyond which the penalty will be applied. In other words, the HPD shall be required to demonstrate availability of 85% of Peak Power on a monthly basis."	• We infer that the penalty will be applicable if shortfall in supply of peak power is more than 15% on monthly basis. Request to kindly consider annual shortfall or increase monthly shortfall tolerance to 20% • Also, in case of shortfall beyond 15%, then penalty shall be equivalent to the difference between Maximum of peak tariff, Applicable exchange tariff incurred by discom for purchase of shortfall energy and non-peak tariff. This compensates Discom for shortfall in supply and effective cost for Discom will be at non peak tariff (Rs.2.70/kWh)	Since the renewable energy is dependent on the climatic resources and all of our high potential renewable regions have lean period (with less than 50% of its average resources) of at least 2-3 months over the year. This leads to overdesigning on the project size so that meet the criteria during the lean periods. Request SECI to kindly consider following options which can help shift the tariff downwards • increase shortfall applicable monthly to 20% • Incorporate more stringent annual shortfall (~10%) and lenient monthly shortfall criteria (~25%)	RfS conditions remain unchanged	
111	RfS	Section 3 ITB: Clause 7.14	"…if the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to Force Majeure event, the liability of transmission charges and losses would be shared between the HPD and Buying Utility(ies) in ratio of 50:50."	Request to debrief on the force majeure events, which could lead to such scenarios	Request clarity on whether the force majeure events related to project execution beyond HPD control, be considered for ISTS waiver	The clause has been deleted.	
112	RfS	Section 3 ITB: Clause 8.2.vi	"The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern of the corresponding Buying Utility (ies), as per their day-ahead schedule. For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to 6-hour blocks."	We infer that the scheduling of peak power will be on hourly blocks and in Energy terms, 50MWh to be achieved in that hour. In other words, 50MWh could be supplied with 30 or more minutes within the hour block,	Since the evacuation capacity is double the peak requirement, there could be possibility of energy condition being met with supply of higher power within the hour block	The proposed inference is incorrect. The Discom shall schedule exactly 50 MW for each 1-hr during the Peak Hours, with no variation within the 1 hour period. Similarly. power supply during the Peak Hours will be on a continuous basis, i.e. 50 MW power will be supplied for each 1-hr block, with no variation in the power during the said 1-hr block.	
113	RfS	Section 3 ITB: Clause 8.4	"While the HPD would be free to install DC solar field and wind turbines as per his design of required output, including his requirement of auxiliary consumption, HPD will not be allowed to sell any excess power to any other entity other than SECI (unless refused by SECI)."		Request to clarify on this clause as this restrict the selling power between 00:01 to 06:00 hours which is allowed in this tender	The clause pertaining to energy arbitrage during 00:01 hrs to 06:00 hrs has been deleted.	
114	RfS	Section 3 ITB: Clause 16.b.ii	In all other cases: a. The Project shall be fully commissioned within 18 months from the Effective date of the PPA, or from the Effective Date of PSA, whichever is later i.e. the Scheduled Commissioning Date (SCD) (for e.g. if Effective Date of the PPA is 07.04.2019 and Effective Date of PSA is 07.03.2019, then SCD shall be 07.10.2020).		Request to keep it linked to the PSA or PPA for all cases and also kindly advise on the latest cutoff date for PSA execution, Otherwise this allows arbitrary milestone obligation on part of the HPD and expose the HPD to varying project execution timelines and potential lead to non-level playing field	SCD shall be the date as on 18 months from the Effective Date of the PPA. Please refer to amendments to the RfS.	
115	RfS	Section 3 ITB: Clause 8.2.i	"The generated energy shall be dispatched through scheduling of power in both Peak and Off-Peak hours. It is mandated to deliver the 3000 kWh of energy per MW rated Project capacity of the project in AC terms, during Peak Hours as per the schedule given by the buying utility (i.e 100 MW of project capacity shall supply 300,000 kWh of energy during Peak Hours). Reconciliation of the same shall be carried out on a monthly basis. Modifications in the metering arrangement account of the same, if any, shall be under the scope of the HPD, at its own risk and cost."		Request SECI to kindly demonstrate with example for the methodology, scope and responsibility for the reconciliation and metering arrangement to be used at the interconnection point As it is CTU connected, request you to kindly clarify on the energy accounting whether it is on scheduled energy or on actual metered generation. And it could lead to HPD to be penalized twice on account of S&F regulation and as per the PPA terms. Request you to kindly clarify and amend the guidelines such that HPD is not penalized on double accounts	Please refer to clarification provided at Sl. 5 & 10 above.	
116	RfS	Section 3 ITB: Clause 7.7	"The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the HPD and any financial implication on account thereof shall be borne by the HPD. In order to remove potential discrepancies and ambiguities, the HPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/Discom, as per the Regulations in force, under intimation to SECI. SECI may facilitate in identification of any discrepancy and assist the HPD for its early rectification without any liability on SECI."		Request you to kindly share the mechanism for peak hour scheduling. Do HPD have ability to schedule peak hour on its own. It is unclear how the Buying utility will share its requirement for Peak power to the HPD so that HPD can schedule its generation in line with the tender condition	As per the discussions held with RPC, it has been confirmed that scheduling will be done by Discoms and the developer as per existing rules. For the purpose of energy accounting, the detailed hourly data will be provided by RLDC on the request of SECI.	

117	RfS	Clause 8.5 c	Offtake constraints due to Backdown		The 50% generation compensation will not be enough for the generator as it is incurring 50% loss without any reason and this will result in huge revenue loss. As this project will have two tariff i.e. peak and off peak thus formula for compensation shall accordingly be amended.	RfS conditions remain unchanged	
118	RfS	General			1. Energy Storage System (ESS) not part of the existing bidding guidelines. Whether adoption of tariff by SERC/CERC will have any issue as referred guidelines (Solar and /or Wind) are not meant for hybrid projects? The Hybrid Policy exists, but the Ministry has not issued bidding guidelines for Hybrid projects till date.	The RfS has been issued on the Standard Bidding Guidelines for Wind and Solar PV Projects. Subsequently, the draft Guidelines for tariff based competitive bidding process for Wind-Solar Hybrid Projects have been issued by MNRE vide OM dated 11.10.2019.As per the provisions of the draft guidelines, this tender will be covered under these Guidelines, even if the bid submission is concluded prior to notification of these Guidelines.	
119	RfS	General			2. Every Discoms Daily Load Profile and peak power requirement differs. The Discoms need to be preidentified. This will facilitate design of ESS system and combination of Solar + Wind.	RfS conditions remain unchanged	
120	RfS	General			3. As per Clause 3.3 Part ii, the minimum ESS rated energy capacity installed shall be equal to 'X' MWh, where 'X' is the Contracted Capacity of the Project as per the PPA. Irrespective of the ESS technology being implemented in the Project, the HPD shall be responsible for minimum 6-hour Peak Power supply, on daily basis, during the Peak Hours, as elaborated in Section-III Clause 8.2 of the RfS. It requires confirmation whether supply of power shall be on continuous basis of the rated /contracted capacity or it may vary (0% to 100%) according to Discom's requirement	Power supply during the Peak Hours will be on a continuous basis, i.e. 50 MW power will be supplied for each 1-hr block, with no variation in the power during the said 1-hr block	
121	RfS	General			4. If an identified state for setting up the project does not have any existing hybrid policy and issues policy thereafter (after submission of bid) asking for some charges/fund, will this fall under Change in Law? Rajasthan revised Draft Solar Policy seeks Rs. 5 Lakh/MW.	State-specific policy changes "not" covering all the projects under the RfS will not fall under the Change in Law provisions of the PPA	
122	RfS	General			5. Whether the RfS has been issued under requirement of RPO fulfilment or providing Peak Support? If this RfS is meant for peak time firm support, will the interstate transmission charges waiver be applicable? If NOT, who will bear the charges?	The RfS has been issued for peak support, as well as RPO fulfilment by Discoms. ISTS-charges waiver is applicable on this tender.	
123	RfS	General			6. The RfS has a provision as under: "The generated energy shall be dispatched through scheduling of power in both Peak and Off-Peak hours. It is mandated to deliver the 3000 kWh of energy per MW rated Project capacity of the project in AC terms, during Peak Hours as per the schedule given by the buying utility (i.e 100 MW of project capacity shall supply 300,000 kWh of energy during Peak Hours). Reconciliation of the same shall be carried out on a monthly basis." Part of the energy is expected to be injected in Off-Peak Hours and part in Peak Hours. How the DSM settlement will happen in both the cases? Whether all the energy has to be routed through storage system? If so, there will be time mismatch between generation and sent out energy. So, how the DSM would be settled either on the basis of RE DSM regulations or conventional DSM regulations or a combination of both?	Relevant DSM regulations will be applicable based on the scheduling of power as declared by the HPD and Discom, irrespective of the power being scheduled in Peak or Off-Peak Hours. Routing of energy is to be decided by the HPD, at its own risk and cost, and will not be directed by SECI/Discom. It is however, clarified that during the Peak Hours, shortfall in supply from the scheduled power will be subject to two penalties-one, as per the applicable DSM regulations, and other, as per the PPA.	
124	RfS	General			7. The RfS allows sale / purchase of power from other sources such as through exchanges etc. It would be difficult to assess DSM charges as the source of such purchases may be conventional as well. Will such purchase and second sale be allowed without having a trading/Distribution License. Will there be a trading cap of 7 paise on such purchases? How will this be settled?	The referred clause has been deleted. However, transaction of power from the grid outside the scope of the PPA will be subject to applicable regulations, with no bearing on SECI or the Discom	

125	RfS	Section III Cl. 3.3	In case of Wind-Solar Hybrid Power Projects, in the interest of utilizing the optimization potential offered by hybridization of the two components, the HPD is free to declare the rated Project capacity of the Project at the output level of the Sub-Pooling Substation, which shall be considered as the Project capacity of the Hybrid Power Project.		1. For Wind-Solar Hybrid power projects the project capacity and contracted capacity shall be selected as same. Please confirm 2. For wind-Solar Hybrid power project the contracted capacity or project capacity shall be selected as less than installed capacity of wind/solar which ever is higher. Please confirm	Please refer to clarificatons at Sl. 60 above	
126	RfS	Section II Cl. 10.0	Energy Storage Systems: With respect to the ESS being used in the Project, the Bidder has the flexibility to choose the type and power rating of the energy storage system to be installed in addition to the Solar PV and/or wind power capacity		1.Please specify the design/required power factor need to be consider for the project for selection and sizing of Energy storage system 2. Please specify the design ambient temperature need to be considered.	Design flexibility of the project has been provided to the developer. However, the relevant CEA, CERC and CTU regulations will be applicable on the Project	
127	RfS	Section III Cl. 8.2	For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to 6-hour blocks. However, based on the availability of power, the HPD may schedule power more than 50 MW for each 1-hr block, during the Peak Hours.		1. Please specify the maximum power bidder can schedule during peak hours. 2. Please confirm whether HPD may schedule power more than contracted based on availability. 3.The power delivery by bidder/ HPD during off-peak hours will be based on bidder availability of power, it may be more or less than contracted capacity. Please confirm	Minimum power to be scheduled by the HPD during the Peak Hours will be 50 MW. There is no upper limit. However, the Discom shall schedule exactly 50 MW for reach 1 hour block during the Peak Hours (no minimum or maximum for Discoms). Power supply by the HPD during the Off-Peak Hours will be based on the scheduling declared by the HPD. It can be less than the Contracted Capacity, but will be limited to the connectivity granted (MW) at the Delivery Point by the CTU	
128	RfS	Section VII	Power Converter/inverters Electrical Safety: IEC 62103		IEC 62103 mentioned in the RFP is withdrawn from the IEC webstore applicable/equivalent standard will be provided. Please confirm	The RfS already allows for equivalent standards to be followed in such cases	
129	RfS	Annexure - A1			Applicable and available standards will be provided based on the selection of Battery technology. We request SECI to accept the same.	The proposed clause is not accepted.	
130	RfS	Section III Cl. 8.1	HPD shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 34%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years.		Please confirm the CUF for first 10 years shall be with in +10% and -15% of declared value and for remaining years from 11 to 25 years CUF shall be with in +10% and -20%.	Yes.	
131	RfS	Section-III, Clause – Project Configuration	The minimum ESS rated energy capacity installed shall be equal to 'X' MWh, where 'X' is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum energy rating of the ESS installed shall be 100 MWh.		It is understood that energy rating of the ESS installed means the dispatch able capacity of ESS at PCC including auxiliary consumption of ESS. Please confirm.	Yes.	
132	RfS	Section-III, Clause – 8.2 - iv	For each 100 MW of Contracted Capacity, as per the PSA, the Buying Utilities shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to 6-hour blocks. However, based on the availability of power, the HPD may schedule power more than 50 MW for each 1-hr block, during the Peak Hours.		It is understood that peak hour injection above 50MW in a particular block will be subject to availability of RE generation and not mandatory on the HPD. Please confirm.	No. Supply of 50 MW in a particular Peak-hours block (for each 100 MW contracted capacity) shall be a mandatory requirement, as demanded by the Discom, subject to the allowable shortfall on a monthly basis.	
133	RfS	Section-III, Clause – 8.3	The amount of compensation shall be equal to the compensation payable (including RECs) by the buying utilities/ Discoms towards non - meeting of RPOs, which shall ensure that the Discom is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at both Off-Peak Tariff.		Please clarify using an example.	The clase has been modified. Please refer to amendments to the RfS	
134	RfS	Section-III, Clause – 8.3	Shortfall in supply of Peak Power: In case of any shortfall of generation/supply during the Peak Hours from the mandated supply of energy (i.e. 300 MWh for 100 MWh capacity), the HPD shall pay a penalty, which shall be equal to the Peak Tariff or the Tariff paid by the Discom to meet this shortfall in supply, whichever is higher. Such shortfall shall be permissible upto 15% below the minimum energy commitment during the Peak Hours, on a monthly basis beyond which the penalty will be applied. In other words, the HPD shall be required to demonstrate availability of 85% of Peak Power on a monthly basis.		The first sentence mentions a penalty on shortfall in peak power, however, next sentence implies no penalties shall be applicable up to 85% peak power availability on monthly basis. Please clarify whether no penalties will be applicable (including those for REC shortfalls) up to 15% of peak power on monthly basis. Also, what shall be the limit on annual basis for non-implication of penalties?	Penalties on peak-power supply requirment shall be determined only on monthly basis.	

135	RfS	RfS Clause 3.3	The minimum ESS rated energy capacity installed shall be equal to 'X' MWh, where 'X' is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum energy rating of the ESS installed shall be 100 MWh.	The current requirement of capacity installed shall be equal to 'X' MWh, where 'X' is the Contracted Capacity, means that the energy storage system necessarily needs to be designed for 6 hours. With the current energy storage technologies will lead to a higher cost. The choice of the type, capacity & quantum of energy to be injected from the energy storage system should be left to the generator to decide & implement. This would ensure optimal utilization of the hybrid system as well as the energy storage system, resulting in firm and schedulable renewable power. • So, instead of "On demand" (from DISCOM), Power injection to the grid must be "on the basis of schedule" given by generators to the DISCOMs.		The clase has been modified. Please refer to amendments to the RfS	

Note: All the queries received from various prospective bidders have been scrutinized and have been tried to be answered comprehensively. In case of any queries not published here, it shall be construed that in such cases, bid conditions shall prevail.