

**SOLAR ENERGY CORPORATION OF INDIA LIMITED**

No. SECI/C&P/RPD/RTC-I/RfS/400MW/102019/Clarifications-01						Dated: 29/01/2020
Clarifications-01 to the queries on the RfS for Selection of RE Power Developer for "Round-the-Clock" Energy Supply from 400 MW RE Power Projects to NDMC, New Delhi, and Daman & Diu and Dadra & Nagar Haveli under Tariff-based Competitive Bidding (RTC-I) (RfS No. SECI/C&P/RPD/RTC-I/RfS/400MW/102019)						
Sl. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/ Remarks	SECI's response
1	RfS	Section- I, 1.48	"SUPPLY HOURS" or "ENERGY SUPPLY HOURS" shall mean the hours identified in a 24-hour period for supply of renewable power to SECI, in line with the demand pattern of the Discom		Clarify the duration of supply hours and minimum power & maximum power demand during supply hours against each 200 MW RE capacity	Under this RfS, "Round-the-Clock" Energy supply shall mean daily availability of energy as scheduled by the RPD. As the RE power is must run power and as there is no control over fuel, the Buying Utility shall mandatorily off-take such power as scheduled by the RPD and energy accounting shall be done based on scheduling by the RPD. Please refer to the amendments
2	RfS	Section- II, 7	SECI shall enter into PPA with RPD for a period of 25 years from the date as per the provisions of PPA. The bidders shall quote a single first year tariff under this RfS, which shall have an escalation @4% per annum (rounded off to two decimal points), upto the end of the 15th Contract Year of the term of the PPA, and .....		As the battery price is falling day by day, escalation tariff may not be acceptable to offtakers after some years, it is requested to please revise escalation tariff to fixed tariff for 25 years	No, it is fixed for 15 years where the initial battery capex is already invested. However, the clause has been modified. Please refer to the amendments.
3	RfS	Section- III, 8.1	CRITERIA FOR GENERATION The RPD shall be obliged to make the plant available round the clock basis for the full capacity for scheduling of power by the Buying utility. The RPD shall deliver the power to the Buying Utility as scheduled by the Buying Utility on a day-ahead basis,.....		What is the minimum power demand that the buying utility would ask for every day and what is the maximum power demand and for what duration ? Please mention the annual CUF requirement from RPD. Also share the yearly general power demand plot for 24 hours for reference	There is no minimum or maximum power demand by the Buyer. A constant power supply equal to ontracted capacity as per PPA (MW), on a "round-the-clock" basis, for the entire year, will be sought by the Buying utility. The Buying Utility shall, in turn, mandatorily off take such power as made available by the RPD.
4	RfS	Annexure- A, 2	Power Conditioners/ Inverters The Power Conditioners/Inverters of the SPV power plant must conform to the latest .....		Are these standards applicable for both PV Inverter and ESS PCS ?	The standards are applicable for both the inverters if used.

5	RfS	Annexure- A, 9. iii	For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 10 MW per unit. In case of part commissioning of 20 MW Project, each unit shall be required to have minimum 10 MW DC Arrays Capacity be installed		Please clarify this clause. Does it mean plant's each block DC capacity need to be 10 MWp ?	The clause has been deleted. Please refer to the amendments.
6	RfS	Annexure- A-1	SAFETY STANDARDS TO BE FOLLOWED FOR ENERGY STORAGE SYSTEMS (AS APPLICABLE)	Equivalent standards may also be considered: 1. IEC 62619 is equivalent to IEC 61427-2 2. UL 1642 is equivalent to IEC 62485-2, 3. IEC 62133-2 is equivalent to IEC 62281, UN 38.3		The equivalent standards will be considered. The clause has been suitably modified.
7	RfS	BIS (H)	EARNEST MONEY DEPOSIT (EMD): Amount: <b>INR 30,00,000/- (Indian Rupees Thirty Lakhs) per MW</b> per Project to be submitted in the form of Bank Guarantee along with the Response to RfS	EARNEST MONEY DEPOSIT (EMD): Amount: <b>INR 10,00,000/- (Indian Rupees Ten Lakhs) per MW</b> per Project to be submitted in the form of Bank Guarantee along with the Response to RfS	Kindly reduce EMD requirement to Rs. 10 Lakh/MW to promote competition.	The clause has been modified. Please refer to the amendments.
8	RfS	Section I: 1.39	"PROJECT CAPACITY" shall mean <b>200 MW</b> , i.e. the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;	"PROJECT CAPACITY" shall mean <b>400 MW</b> , i.e. the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;	Increasing project capacity to 400 MW shall bring economies of scale and the bidders can quote competitively. Power requirement of NDMC and Dadra & Nagar Haveli can be scheduled separately from the same project	The clause has been modified. Please refer to the amendments.
9	RfS	Section III: 3.3	.....The RPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in Annexure-A and Appendix A-1. <b>The contracted capacity shall be determined by the connectivity granted to the RPD for the said Project.</b>	.....The RPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in Annexure-A and Appendix A-1.	Contracted capacity should be de-linked from connectivity granted to RPD as the connectivity can be for a larger quantum, depending on the project size.	The clause has been modified. Please refer to the amendments.
10	RfS	Section III: 6(ii)	A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid <b>for minimum Project capacity of 200 MW</b> , in the prescribed formats.		Please confirm if 200 MW is minimum or maximum project capacity	The clause has been modified. Please refer to the amendments.
11	RfS	Section III: 7.14	If for any RE source utilized by the RPD which is not eligible for applicable waiver of ISTS-charges and losses, applicable <b>ISTS charges and losses levied for such RE component</b> and its corresponding capacity shall be borne by the developer.	If for any RE source utilized by the RPD which is not eligible for applicable waiver of ISTS-charges and losses, applicable <b>ISTS charges and losses levied till the delivery point for such RE component</b> and its corresponding capacity shall be borne by the developer.	As per any standard conventional PPA all charges/ losses upto Delivery point shall be under scope of Developer and all charges/losses beyond Delivery point shall be under scope of Buying Entity.  This allocation of charges/losses is irrespective of whether there is any waiver/ exemption of the same or not.  Hence the clause may be modified accordingly.	The clause remains unchanged

12	RfS	Section III: 8.2 (i)	The RPD shall install, operate and maintain the Project such that the Availability of the Contracted Capacity of the Project is <b>at least 90% (ninety per cent)</b> thereof during each year of the Term of the Project ("Normative Availability").	The RPD shall install, operate and maintain the Project such that the Availability of the Contracted Capacity of the Project is <b>at least 85% (eighty five per cent)</b> thereof during each year of the Term of the Project ("Normative Availability").	Normative Availability may be reduced from 90% to 85% in line with the norms for Thermal power stations	The clause has been modified. Please refer to amendments
13	RfS	Others		A tolerance of $\pm 10\%$ on contracted capacity is allowed while scheduling on Day-Ahead basis to make use of the variation in Renewable resource. For avoidance of doubt, Annual Scheduled Energy cannot exceed Annual Contracted Energy	Providing such tolerance helps in making use of the variation in Renewable resource anticipated on day-ahead basis.	Applicable regulation shall be followed.
14	RfS	Section III: 8.2 (ii)	Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times. The RPD shall confirm the Availability from the Project <b>no later than 48 (forty-eight) hours prior to its occurrence.</b>	Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times. The RPD shall confirm the Availability from the Project <b>on day-ahead basis.</b>	CERC regulations allows scheduling power on Day-Ahead basis. Forecasting accuracy shall also be high if scheduled on Day-Ahead.	The clause has been modified. Please refer to amendments
15	RfS	Section III: 8.2 (iv)	As the RE power is must run power and as there is no control over fuel, <u>the buying utility will mandatorily schedule for off-take of the complete power as per the availability/ schedule proposed by the RPD</u> and the payment shall be made for the scheduled power by the RPD. <u>However, based on the demand pattern of the utility the power dispatch schedule shall be accepted by RPD on day-ahead basis.</u>	As the RE power is must run power and as there is no control over fuel, <u>the buying utility will mandatorily schedule for off-take of the complete power as per the availability/ schedule proposed by the RPD</u> and the payment shall be made for the scheduled power by the RPD.	The first line and second line are in contradicton to each other. Kindly clarify	The clause has been modified. Please refer to amendments
16	RfS	Section III: 8.3	..... It is clarified that Availability factor of 90% shall have to be maintained by the RPD on an annual basis, failing which, <b>the penalty as indicated above will be levied irrespective of any additional compensation ordered by the SERC.</b>	..... It is clarified that Availability factor of 90% shall have to be maintained by the RPD on an annual basis, failing which, <b>the penalty as indicated above will be levied</b>	Such additional compensation by SERC which is unknown upfront shall increase the risk significantly for the bidders. Hence additional compensation may kindly be removed.	SERC penalty is for not maintaining the schedcles and SECI's penalty as per PPA is for not meeting annual generation criteria. These two are mutually exclusive events.

17	RfS	Others		<b>Offtake Guarantee by Buying Utility</b> The Buying Utility shall at all times offtake the capacity made available by RPD, as the RE power is must run power and as there is no control over fuel. In case of short offtake, the Buying Utility shall pay a penalty which is equal to PPA tariff.	There is no provision to deal with Offtake gurantee default by Buying Utility. Please introduce the same.	Please refer to the amendments
18	RfS	Section III: 8.5 (a)	<b>Note:</b> Notwithstanding anything mentioned above, the provisions of Clause 8.5 above <b>shall be applicable subject to the acceptance of the same by the respective Buying Utility in the Power Sale Agreement.</b>	Deleted	Kindly delete this note as it shall lead to uncertainty and hence risk the bidder	The clause remains unchanged.
19	RfS	Section III: 11.1	Bidder selected by SECI based on this RfS shall submit Performance Guarantee for a value @ <b>INR 60 Lakh/ MW</b> within 30 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier.	Bidder selected by SECI based on this RfS shall submit Performance Guarantee for a value @ <b>INR 10 Lakh/ MW</b> within 30 days of issuance of Letter of Award (LoA) or before signing of PPA, whichever is earlier.	Kindly reduce PBG requirement to Rs. 10 Lakh/MW to promote competition.	The clause has been modified. Please refer to the amendments.
20	RfS	Section III: 14.4	Back-to-back Power Sale Agreement (PSA) in respect of all rights and obligation under the PPA between the RPD and SECI, will be executed by SECI with the Buying Entity/Utility, i.e. NDMC, for sale of power to buying entity, with the buying entity assuming all the obligations of SECI under the PPA. <b>SECI's obligation to RPD under the PPA shall also be on the back to back basis as provided in the PPA and the corresponding PSA.</b>	Back-to-back Power Sale Agreement (PSA) in respect of all rights and obligation under the PPA between the RPD and SECI, will be executed by SECI with the Buying Entity/Utility, i.e. NDMC, for sale of power to buying entity, with the buying entity assuming all the obligations of SECI under the PPA.	Restricting SECI's obligations to RPD on back to back shall be a huge risk and should be mitigated.	The clause remains unchanged
21	RfS	Section III: 16b	a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on <b>18 months</b> from the Effective Date of the PPA... b. The maximum time period allowed for commissioning of the full Project Capacity along with liquidated damages as per Clause 16.b.i.c. below, shall be limited to <b>30 months</b> from the Effective Date of the PPA.....	a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on <b>30 months</b> from the Effective Date of the PPA... b. The maximum time period allowed for commissioning of the full Project Capacity along with liquidated damages as per Clause 16.b.i.c. below, shall be limited to <b>42 months</b> from the Effective Date of the PPA.....	Increasing SCD to 30 months shall open up participation from more ESS technologies and thereby increase competition.	The clause remains unchanged

22	RfS	1.39 pg 10 of 105	"PROJECT CAPACITY" shall mean 200 MW	"PROJECT CAPACITY" shall mean 50 MW	We earnestly request to modify project capacity (minimum 50MW) in view of challenges in land acquisition, power evacuation, supply chain management, timely completion of project and financial resources planning will enable more participants in the bid.	The clause has been modified. Please refer to the amendments.
23	RfS	10 pg 15 of 105	The Projects to be selected under this RfS for a single project capacity of 200 MW to be installed anywhere in India,	The Projects to be selected under this RfS for a single project capacity of 50 MW to be installed anywhere in India,	We earnestly request to modify project capacity (minimum 50MW) in view of challenges in land acquisition, power evacuation, supply chain management, timely completion of project and financial resources planning will enable more participants in the bid.	The clause has been modified. Please refer to the amendments.
24	RfS	3.1 pg 21 of 105	Selection of ISTS Connected RE Power Project for RTC supply of 400 MW power through 2X200 MW projects	Selection of ISTS Connected RE Power Project for RTC supply of 400 MW power through 8x50 MW projects	We earnestly request to modify project capacity (minimum 50MW) in view of challenges in land acquisition, power evacuation, supply chain management, timely completion of project and financial resources planning will enable more participants in the bid.	The clause has been modified. Please refer to the amendments.
25	RfS	3.3 pg 21 of 105	The Project, having a single contracted capacity of 200 MW,	The Project, having a single contracted capacity of 50 MW,	We earnestly request to modify project capacity (minimum 50MW) in view of challenges in land acquisition, power evacuation, supply chain management, timely completion of project and financial resources planning will enable more participants in the bid.	The clause has been modified. Please refer to the amendments.
26	RfS	3.3 pg 22 of 105	Project Configuration The term "Project" shall have the meaning as defined in Section I of the RfS, and shall refer to the Project capacity of 200 MW.	Project Configuration The term "Project" shall have the meaning as defined in Section I of the RfS, and shall refer to the Project capacity of 50 MW.	We earnestly request to modify project capacity (minimum 50MW) in view of challenges in land acquisition, power evacuation, supply chain management, timely completion of project and financial resources planning will enable more participants in the bid.	The clause has been modified. Please refer to the amendments.
27	RfS	6 (ii) pg 23 of 105	minimum Project capacity of 200 MW	minimum Project capacity of 50 MW	We earnestly request to modify project capacity (minimum 50MW) in view of challenges in land acquisition, power evacuation, supply chain management, timely completion of project and financial resources planning will enable more participants in the bid.	The clause has been modified. Please refer to the amendments.

28	RfS	6 (iii) pg 23 of 105	Capacity of a single Project shall be 200 MW	Capacity of a single Project shall be 50 MW	We earnestly request to modify project capacity (minimum 50MW) in view of challenges in land acquisition, power evacuation, supply chain management, timely completion of project and financial resources planning will enable more participants in the bid.	The clause has been modified. Please refer to the amendments.
29	RfS	(H) pg no 4 of 105	EMD Amount: INR 30,00,000/- (Indian Rupees Thirty Lakhs) per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfS	EMD Amount: INR 12,00,000/- (Indian Rupees Twelve Lakhs) per MW per Project to be submitted in the form of Bank Guarantee along with the Response to RfS	We request you to amend the EMD clause in range bound Rs.5 to 10 lakhs per MW as we understand the other central government undertakings / PSUs have floated tenders and in live for the similar project with EMD as Rs.5 to 10 lakhs per MW which eventually will down project cost and quote best tariff.	The clause has been modified. Please refer to the amendments.
30	RfS	10.1 pg 28 of 105	Earnest Money Deposit (EMD) of INR 30 Lakh/ MW per Project in the form of Bank Guarantee	Earnest Money Deposit (EMD) of INR 12 Lakh/ MW per Project in the form of Bank Guarantee	We request you to amend the EMD clause in range bound Rs.5 to 10 lakhs per MW as we understand the other central government undertakings / PSUs have floated tenders and in live for the similar project with EMD as Rs.5 to 10 lakhs per MW which eventually will down project cost and quote best tariff.	The clause has been modified. Please refer to the amendments.
31	RfS	11 pg 29 of 105	Performance Bank Guarantee RfS shall submit Performance Guarantee for a value @ INR 60 Lakh/ MW	Performance Bank Guarantee RfS shall submit Performance Guarantee for a value @ INR 40 Lakh/ MW		The clause has been modified. Please refer to the amendments.
32	RfS	11 pg 29 of 105	Processing Fee: Rs. 15 Lakh + 18% GST	Rs. 5 Lakh +18% GST for each project upto 99.9 MW, Rs. 15 Lakh + 18% GST for each project from 100 MW and above	Request to consider lesser processing fee for the capacity less than 100MW as the same is nonrefundable cost to the bidder.	The clause has been modified. Please refer to the amendments.
33	RfS	B.1 pg 49 of 105	only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects.	Will SECI accept the proven technology commercially established and operational anywhere in operational globally or only in India?? Please clarify		The technology to be utilized may be proven and commercially established and operational anywhere globally.
34	RfS	C.1 pg 49 of 105	Net worth The Net Worth of the Bidder should be equal to or greater than INR 6 Crores per MW of the quoted capacity	Net worth The Net Worth of the Bidder should be equal to or greater than INR 2 Crores per MW of the quoted capacity	Would permit more number of bidder participation.	The clause has been modified. Please refer to the amendments.
35	RfS	C.2 (a) pg 50 of 105	A minimum annual turnover of INR 3.75 Cr/ MW of the quoted capacity during the previous financial year,	Bidder along with its affiliates or consortium (cumulative) having a minimum annual turnover of INR 1.25 Cr / MW. If affiliates are not considered, INR 50 Lakhs per MW of the quoted capacity.		The clause remains unchanged.

36	RfS	C.2 (b) pg 50 of 105	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 75 Lakhs/ MW of the quoted capacity	Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 25 Lakhs/ MW of the quoted capacity		The clause remains unchanged.
37	RfS	C.2 (c) pg 50 of 105	In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of INR 93.75 Lakhs/ MW of the quoted capacity,	May be deleted	It may not be possible to achieve financial closure at the time of bidding itself.	The clause remains unchanged.
38	RfS	8.3 pg 26 of 105	shortfall shall be permissible upto 10% below the energy commitment during the Supply Hours, on an annual basis	shortfall shall be permissible upto 25% below the energy commitment during the Supply Hours, on an annual basis		The clause has been modified. Please refer to the amendments.
39	RfS	8.4 pg 26 of 105	excess generation available from the Project after meeting the requirements as per the PPA, will be allowed to be sold by the RPD in the open market.	During excess generation, SECI should buy the generation by fixing an appropriate tariff for the same.		The clause remains unchanged
40	RfS	12 pg 31 of 105	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 to SECI through DD/NEFT/RTGS.	Waiver of this clause completely.	This clause may be reexamined with the view that it adds significant value on the project costing for the bidder. waiver of such clause can give upfront relief to the bidders, aswell for agumenting financial resources.	The clause remains unchanged
41	RfS	12 pg 31 of 105	"SUPPLY HOURS" or "ENERGY SUPPLY HOURS" shall mean the hours identified in a 24-hour period for supply of renewable power to SECI, in line with the demand pattern of the Discom;	Supply or energy hours should be capped with number of hour to be supplied in a day.	To help bidder to configure the appropriate storage system.	The clause has been modified. Please refer to the amendments.
42	RfS	12 pg 31 of 105	Success Charges, The Selected Bidder shall have to pay INR 1.00 Lakh/ MW/ Project + 18% GST to SECI	May be deleted	Except SECI tenders, no other state renewable tenders are not charging the success fee.	The clause remains unchanged
43	RfS		Project Life Period - 25 years	Project Life Period - 30 years	Since the battery life is 10 years. It would be better to have a project life period of 30 years. Other Government tenders are covered for even more than 30 years	The clause remains unchanged
44	RfS	8.4 pg 26 of 105	excess generation available from the Project after meeting the requirements as per the PPA, will be allowed to be sold by the RPD in the open market.	During excess generation, SECI should buy the generation by fixing an appropriate tariff for the same.	Short term sale of energy in open market will be very difficult. Hence, it would be appropriate to have a firm revenue on the project. (Most of the Financial Institutions requests the same)	The clause remains unchanged

45	RfS	Section-I, Clause no. 1.16, Pg. 8	“EFFECTIVE DATE” shall mean the date of signing of PPA, or the date as on 30th day from the date of issuance of Letter of Award (LOA), as applicable, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;	“EFFECTIVE DATE” shall mean the date of signing of PPA, or the date as on 90th day from the date of issuance of Letter of Award (LOA), as applicable, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;	Looking into the new concept, please revise the definition as follows, in line with SECI RfS for 1.2GW Peak Power;	The clause has been modified. Please refer to the amendments.
46	RfS	Section-I, Clause no. 1.22, Pg. 9	“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean the point or points at 220 kV or above, where the power from the <b>various components</b> of the RE Power Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the <b>components</b> with the substation system) as specified in the RfS document. Metering ..... revised from time to time.	Inter connection point shall be defined for the Project instead of the components of the Project. It is suggested to revise the clause as follows; “INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean the point or points at 220 kV or above, where the power from the Project of the RE Power Project is injected into the identified ISTS Substation (including the dedicated transmission line connecting the Project with the substation system) as specified in the RfS document. Metering .....revised from time to time.		The clause has been modified. Please refer to the amendments.
47	RfS	Section-I, Clause no. 1.35, Pg. 10	“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 RPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. The voltage level of transmission system of <b>individual projects up to the pooling substation shall be at 220 kV</b> and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing;	Please note that Pooling sub stations are being designed to feed the power at 33kV, accordingly, it is suggested to amend the clause as follows; “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 RPD(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. The voltage level of transmission system of individual projects / Components up to the pooling substation shall be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing;		The clause has been modified. Please refer to amendments



48	RfS	Section-II, Clause no. 4, Pg. 14	In view of the above, SECI wishes to invite proposals for setting up of ISTS-connected Renewable Power Project anywhere in India on "Build Own Operate" (B-O-O) basis for <b>an aggregate capacity of 400 MW, on a Round-the-Clock basis</b> . SECI shall enter into a Power Purchase Agreement (PPA) with the successful Bidder(s) selected based on this RfS for purchase of power for a period of 25 years based on the terms, conditions and provisions of the RfS. The RE power installation can also be augmented with necessary Energy Storage Systems as per the developer's requirements, to meet the above criteria of supply of power during the Supply Hours.		Please note that supply of Round-the-Clock power, with the combination of Wind + Solar + ESS, is commercially not viable. To overcome the limitation of Wind & Solar resources, size of the ESS will significantly increase. Higher ESS capacity will add to capital cost significantly without any revenue addition, which will lead to non-feasibility of the Project. It is suggested that requirement of the assured energy may be limited to 4-6 hours per day, to make the Project success.	The clause remains unchanged
49	RfS	Section-III, Clause no. 8.1, Pg. 25	CRITERIA FOR GENERATION The RPD shall be obliged to make the plant available round the clock basis for the full capacity for scheduling of power by the Buying utility. The RPD shall deliver the power to the Buying Utility as scheduled by the Buying Utility on a day-ahead basis, as detailed out in Clause 8.2 below. The RPD shall mandatorily meet the requirement of electricity supply during Supply Hours on all days, except for the provisions provided in Clause 8.2 below. The same shall be monitored on a daily basis.	From the clause, we understand that SECI required Round-the-Clock <b>Energy</b> from 400MW RE Power Project.	Plant can be made available Round-the-Clock for the full capacity. However, with the limitation of Wind & Solar resource, it can't deliver Round-the-Clock Energy for the full Contract capacity. It is suggested to define certain CUF for the Project, to assure the minimum performance. Please clearly define the quantum and duration of the RE Power required during a day for "scheduling of power by the Buying utility". This will enable RPD to design the project optimally.	The clause has been modified. Please refer to the amendments.
50	RfS	Section-III, Clause no. 8.2 (ii), Pg. 25	Unless otherwise notified by the RPD, the <b>declared Availability</b> shall be deemed to be 100% (one hundred per cent) thereof at all times. The RPD shall confirm the Availability from the Project no later than 48 (forty-eight) hours prior to its occurrence.		Please define "declared Availability". We understand that "declared Availability" means plant is available for generation and will generate energy as and when the respective resource i.e. wind & solar is available and there is no commitment in energy terms. Please confirm.	The clause has been modified. Please refer to the amendments.
51	RfS	Section-III, Clause no. 8.2 (vi), Pg. 26	As the RE power is must run power and as there is no control over fuel, the buying utility will mandatorily schedule for off-take of the complete power as per the availability/schedule proposed by the RPD and <b>the payment shall be made for the scheduled power by the RPD</b> . However, based on the demand pattern of the utility the power dispatch schedule shall be accepted by RPD on day-ahead basis.		It is suggested to define time slot during the day for injection of scheduled & Un-scheduled power into the Grid and 100% energy generated by plant during unscheduled hours shall also be procured by Buying entity. This will help to design the project, optimally.	The clause has been modified. Please refer to the amendments.

52	RfS	Section-III, Clause no. 8.3, Pg. 26	<p><b>SHORTFALL IN GENERATION</b> Subsequent to commissioning of first part capacity of the Project, in case of any shortfall of supply during the Supply Hours from the mandated supply of energy, otherwise not altered by the utility, the RPD shall pay a penalty, which is equal to the PPA tariff. Such shortfall shall be permissible up to 10% below the energy commitment during the Supply Hours, on an annual basis, beyond which the penalty will be applied. The above limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the RPD.</p>		<p>You are requested to please amend the compensation @50% of the PPA tariff for the shortfall in energy terms in line with the "Amendment to Guidelines for Tariff Based Competitive Bidding process for Procurement of Power from Grid Connected Wind Power Projects" vide MOP resolution no. No. 23/54/2017-R&amp;R dated 16.07.2019</p>	The clause has been modified. Please refer to the amendments.
53	RfS	Section-III, Clause no. 8.4, Pg. 26	<p><b>EXCESS GENERATION</b> For the "Round the Clock" Project, excess generation available from the Project after meeting the requirements as per the PPA, will be allowed to be sold by the RPD in the open market.</p>		<p>To minimize the uncertainties, it is suggested that excess generation maximum up to 20% of the scheduled generation shall be purchased by Buyer and any excess generation beyond 20% shall be allowed to be sold by the RPD in the open market.</p>	The clause remains unchanged.
54	RfS	Section-III, Clause no. 8.5 (a) , Pg. 27	<p><i>Compensation in offtake constraint due to Grid Unavailability :</i> 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.</p>	<p>The given note adds uncertainty to the Project and lenders increases the risk value for the project. It is suggested to delete the note to avoid the uncertainties.</p>		The clause remains unchanged.
55	RfS	Section-III, Clause no. 8.5 (b) , Pg. 27	<p><b>Offtake Constraints due to Backdown:</b> The RPD and SECI shall ..... Centre (LDC). In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the RPD shall be eligible for a Minimum Generation Compensation, from SECI, in the manner detailed below.</p>		<p>You will appreciate that RPD can't foresee / estimate the duration of back down during a year and not able to factor the same into Project calculations. Therefore, it is suggested to delete the exceptions from the clause, to avoid the uncertainties.</p>	The clause remains unchanged.

56	RfS	Section-III, Clause no. 14.5, Pg. 32	The RPD will be free to reconfigure and repower the project from time to time during the PPA duration, to meet the obligated power requirement.		This clause is contradictory with the clause no. 3.3(v), Section-III, wherein reconfiguration is allowed until the deadline of Financial Closure. Please clarify.	"Reconfiguration" in this Clause is to be read in context with repowering, which does not mean change in the proportion of each component (Solar/wind/storage capacity in MW) which forms the part of the Project. However, the term "reconfiguration" in Clause 3.3 (v), Section-III refers to change in proportion of the solar/wind/storage component in the Project, which is allowed until the deadline of Financial Closure. The two are to be read exclusively.
57	RfS	Section-III, Clause no. 14.7, Pg. 32	The bidders shall quote a single first year tariff under this RfS, which shall have an escalation @4% per annum (rounded off to two decimal points), upto the end of the 15th Contract Year of the term of the PPA, and shall subsequently be fixed thereafter, for the remaining term of the PPA. An illustration to this effect is as follows ( <b>for a first year tariff of Rs. 4.00/kWh</b> ):		Illustration given in the table is not matching with the first year tariff of Rs. 4.00/kWh.	The clause has been modified. Please refer to the amendments.
58	RfS	Section-III, Clause no. 16.b, Pg. 35	COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMISSIONING a. 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		To avoid the uncertainties, it is suggested to amend the clause as follows; 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 or Effective Date of the PSA, whichever is later.	The clause has been modified. Please refer to the amendments.
59	RfS	SECTION -I DEFINITIONS OF TERMS Clause No 1.20	"GUIDELINES" shall mean the "Guidelines for Tariff Based Competitive Bidding Process for procurement of Power from Grid connected Solar PV power projects" issued by Ministry of power from vide Resolution dated 03.08.2017 including subsequent amendments and clarifications thereof, along with the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" issued by the Ministry of Power vide Resolution No. 23/54/2017-R&R dated 08.12.2017, and the <b>National Wind Solar Hybrid Policy dated 14.05.2018</b> , issued by MNRE, including subsequent amendments and clarifications thereof;		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,	In case both wind and solar components are used, the Project will be classified as a Wind-Solar Hybrid Project. Accordingly, the rated installed solar and wind capacities will follow the provisions of the draft Solar-Wind Hybrid Guidelines issued by

60	RfS	SECTION -I DEFINITIONS OF TERMS Clause No 1.38	<p>“POWER PROJECT” or “RE POWER PROJECT” or “PROJECT” shall mean the renewable energy generation facility, comprising all the various components classified by the MNRE as “Renewable Energy Sources”, for supply of RE power shall mean the new renewable energy based power generation facility, including ESS, if any, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering.</p>		please clarify how to proceed with the rated installed capacities for Solar and Wind.	MNRE. The clause has been suitably modified. Please refer to amendments.
61	RfS	SECTION-III INSTRUCTIONS TO BIDDERS Clause No 8.1	<p>The RPD shall be obliged to make the plant available round the clock basis for the <b>full capacity</b> for scheduling of power by the Buying utility. The RPD shall deliver the power to the Buying utility as scheduled by the Buying utility on a day-ahead basis</p>	<p>The availability of full capacity round the clock leads to large ESS and Solar and/or wind plant sizes. As the RE plants are intermittent in nature, ESS may operate multiple cycles in a day to meet the full capacity requirement. In order to optimize the life of the ESS (specifically for BESS), please amend the clause such that full capacity of power shall be delivered during peak period of 6 to 8 hours and during remaining period the available energy from the plant shall be delivered to grid.</p>	<p>There will be no solar generation during evening hours and 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 high, and make the entire transaction unviable. Accordingly we request SECI to modify the clause to deliver full capacity during 6 hours in a day and for remaining during the available energy shall be provided to plant accordingly.</p> <p>Since renewable energy is dependent on the climatic resources and all of our high potential renewable regions have lean period of atleast 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 the following options which can help shift the tariff downwards</p> <ol style="list-style-type: none"> <li>Increase shortfall applicable to 20%</li> <li>Incorporate the availability during peak hours and not during entire day</li> <li>Incorporate stringent annual shortfall and lenient monthly/daily shortfall</li> </ol>	The clause has been modified. Please refer to the amendments.
62	RfS	SECTION-III INSTRUCTIONS TO BIDDERS Clause No 8.2 ii	<p>Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred percent) thereof at all times. The RPD shall confirm the Availability from the Project no later than 48 (forty-eight) hours prior to its occurrence</p>		<ol style="list-style-type: none"> <li>Please clarify the bidder understanding that RPD shall provide the availability of the plant 48 hours prior to the operation on a daily basis, otherwise it is considered 100% availability</li> <li>In such cases, if plant is down on any particular day which is not considered as unavailable prior, whether RPD can inform the same on the same day or please define</li> </ol>	<ol style="list-style-type: none"> <li>The clause has been suitably modified.</li> <li>Applicable regulations will be followed in this regard.</li> </ol>

63	RfS	SECTION-III INSTRUCTIONS TO BIDDERS Clause No 8.2 Vi	As the RE Power is must run power and as there is no control over fuel, the buying utility will mandatorily schedule for off-take of the complete power as per the availability/schedule proposed by the RPD and the payment shall be made for the scheduled power by the RPD. However, based on the demand pattern of the utility the power dispatch schedule shall be accepted by RPD on day-ahead basis		<p>a. Bidder understands that the provision should be for buying entity(ies) to consume full power supplied by the plant during project duration (24 hours * 365days). In case any point in time if the buying entity is not able to consume full power, the RPD can sell the excess power beyond the buying entity requirement in open market. Please confirm.</p> <p>b. Also, please mention the role of the SECI during the sale in open market?</p> <p>c. If we have right to trade the surpluses can we do it at any time?</p> <p>d. It might not be always possible to find the buyer in such short time for the remaining energy. Please consider the unutilized energy as deemed generation and to be paid @ tariff awarded during LOA</p>	Energy accounting shall be done based on the scheduling by RPD. Sale in open market is allowed only in case of excess generation, after the RPD meets the energy supply commitments as per PPA.
64	RfS	SECTION-III Clause No 8.4	For the "Round the clock" project, excess generation available from the project after meeting the requirements as per the PPA, will be allowed to be sold by the RPD in the open market			
65	RfS	Clause No 8.1	The RPD shall be obliged to make the plant available round the clock basis for the full capacity for scheduling of power by the Buying utility. The RPD shall deliver the power to the Buying Utility as scheduled by the Buying Utility on a day-ahead basis, as detailed out in Clause 8.2 below. The RPD shall mandatorily meet the requirement of electricity supply during Supply Hours on all days, except for the provisions provided in Clause 8.2 below. The same shall be monitored on a daily basis.		<p>If the discharge from ESS during evening/ night hours is more, then it might not be possible to meet the flat power requirement of 200MW in morning hours next day as demanded by utilities as ESS shall not have sufficient charge.</p> <p>So day ahead schedule shall be considered as per battery charge stage as first priority compared with full power availability. Request SECI to confirm the same.</p>	The clause has been modified. Please refer to the amendments.
66	RfS				<p>Can the ESS be charged from the grid when it gets completely discharged and there is no generation from renewable energy source? It is required for meeting the schedule for next day as well as to maintain the minimum charge level in battery to maintain battery life. Request SECI to confirm. If charging from Grid is allowed, what are the conditions on tariff for the same?</p>	Grid charging is not allowed.

67	RfS				Can the ESS can take auxiliary power from the grid in case ESS is discharged and no generation from renewable energy source?	Auxiliary power consumption will be undertaken as per existing regulations
68	RfS	SECTION -VII Format 7.1	Capacity break-up		Can we modify capacity breakup upon award? Can we remove one component completely upon award while meeting the requisite parameters requirement? Please confirm	Yes, the capacity break-up as provided in the table under Format 7.1 may be modified upto signing of PPA.
69	RfS	General			In case of Wind- Solar Hybrid power projects the provision rules out the option of implementing DC-DC coupling. Please clarify whether DC-DC integration is allowed or not?	All configurations are allowed.
70	RfS	ANNEXURE-A1	Applicability of IEC 61427		IEC 61427 is particularly applicable to Lead Acid or Nicd batteries. Pls accept equivalent or IEC 62619. Pls confirm	The clause has been modified. Please refer to the amendments.
71	RfS	ANNEXURE-A1	Applicability of IEC 62133		The standard are applied to portable application such as mobile or laptop. As the battery is used for stationary application, suitable standard shall be provided during detailed engineering. Pls confirm	The clause has been modified. Please refer to the amendments.
72	RfS	APPENDIX -A1	Commissioning Procedure for the Project selected under the RfS shall be intimated by SECI in due course of time		Pls confirm the timeline during which the commissioning procedure shall be provided	Commissioning procedure will be intimated within 6 months after signing of PPA.
73	RfS	SECTION-III Clause No 7.6	The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, and/or UI charges as applicable and are responsible for all liabilities related to LTA and Connectivity. In case of absence of regulations specific to hybrid Projects, the above regulations will be adhered to, separately for each renewable project component.	Request to kindly confirm the scheduleing regulation with respect to the project	Since the tender talks about the firm schedulable power, request SECI to clarify the project categorically and advise on the applicable regulations.	It is clarified that DSM regulations will be applicable on the Project. The clause has been suitably modified.

74	RfS	SECTION-III Clause No 8.3	Subsequent to commissioning of first part capacity of the Project, in case of any shortfall of supply during the Supply Hours from the mandated supply of energy, otherwise not altered by the utility, the RPD shall pay a penalty, which is equal to the PPA tariff. Such shortfall shall be permissible upto 10% below the energy commitment during the Supply Hours, on an annual basis, beyond which the penalty will be applied.		Please clarify if the shortfall in supply from the scheduled power will be subject to two penalties i.e., as per applicable DSM regulations and other as per PPA or only as per PPA.	Yes, it will be subject to both penalties.
75	RfS	General			As there is no mention of the Power factor, Design temperature, No of cycles, DoD, minimum energy capacity required, etc., We request SECI to provide the details of the same.	It is as per the design wisdom of the developer.
76	RfS	II/3.0	RE-Hybrid Projects with suitable storage capacity can meet Round-the-Clock (RTC) base load without resorting to any external balancing need and/or strategy		As power demand rises throughout the day, we request to provide the pattern/hours of power consumption for determining the energy mix.	As clarified above, the tender is for supply of energy on a daily basis, as scheduled by the RPD.
77	RfS	5	For ESS, the RPD may choose any form of storage systems such as, Battery energy storage, Mechanical storage, pumped storage etc. Any interim changes required in the ESS shall be taken care by the RPD, if required to provide dispatchable energy throughout the project's life. Also the RPD may change the type of the ESS based on the technological developments.		The RfS states option to change ESS during the life of the project. Please confirm that Machine Availability will not be calculated during such period.	Any changes being undertaken during the Term of the Project will be at the risk and cost of the RPD, and shortfall in supply of power will be dealt as per the limits provided in the RfS and PPA.
78	RfS	7.6	The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, and/or UI charges as applicable and are responsible for all liabilities related to LTA and Connectivity. <i>In case of absence of regulations specific to hybrid Projects, the above regulations will be adhered to, separately for each renewable project component.</i>		Any new regulation to be treated as Change in Law & resultant such cost to be borne by Buying Entity. Please confirm.	The clause remains unchanged
79	RfS	7.8	Reactive power charges and charges against power drawn from grid and supply to the grid as per CERC/SERC regulations, shall be payable by RPD as per provisions of PPA.		Please clarify on the reactive power charges. Details of the reactive power limits and its penalty, if any, is missing in the tender	Applicable regulation shall be followed.

80	RfS	7.11	In case the RPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the RPD to SECI		Please clarify whether SECI will assist in obtaining Stage - II connectivity. We request SECI help as this "RTC" tender is first of its kind & encourage greater participation.	The clause remains unchanged
81	RfS	8.2	The RPD shall install, operate and maintain the Project such that the <b>Availability</b> of the Contracted Capacity of the Project is at least 90%		Please provide the method & exclusions to calculate "Availability"	The clause has been modified. Please refer to the amendments.
82	RfS	2.b.5	On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SECI. Thereafter, SECI will take appropriate action as deemed fit.	Please clarify in case of 3 bidders are eligible for the next round, how SECI will proceed for selection of Developer		The clause has been modified. Please refer to the amendments.
83	RfS	7.11	The Bidders are free to choose from the existing ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, which should either be an existing substation where margin is available in existing capacity, or should be located in western and southern region under updated plan for 1st phase as listed in the minutes of meeting for Northern, Western and Southern Region committee are as displayed by the CTU on its website, <a href="https://webapps.powergrid.in/ctu/u/Default.aspx">https://webapps.powergrid.in/ctu/u/Default.aspx</a> .		Request SECI to allow selection of ISTS substation across pan India. Upcoming/Planned Pooling Substation which are already approved by Authority and at any stage of construction or considered can be considered for the project	The clause remains unchanged. The RPD shall have to adhere to the information provided by the CTU
84	RfS	Pg 25, clause 8.2	The RPD shall install, operate and maintain the Project such that the Availability of the Contracted Capacity of the Project is at least 90% (ninety per cent) thereof during each year of the Term of the Project ("Normative Availability")		Availability of 90% through RE is way too high. This calls for heavily oversizing the plant. Kindly reduce this appropriately.	The clause has been modified. Please refer to the amendments.



85	RfS	Pg 90 clause 9	If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.		Maximum AC Capacity Limit at Delivery point is defined as 200MW. Once system is designed for high availability, it invariably results in excess generation . So it is requested to increase the maximum limit of connectivity at the DISCOM so that the excess power can be sold by the RPD to either the DISCOM or in the open market at a suitable tariff.	The RfS does not limit the connectivity to be applied for by the RPD. It is the sole prerogative of the RPD to apply for connectivity suitably as per existing regulations, to inject power into the grid.
86	RfS	7.13	If for any RE source utilized by the RPD which is not eligible for applicable waiver of ISTS- charges and losses, applicable ISTS charges and losses levied for such RE component and its corresponding capacity shall be borne by the developer.		Due to any reason not attributable to Developer, in case project commercial operation falls beyond 31st December 2022 , the plant shall be deemed commissioned.	The clause remains unchanged.
87	RfS	8.5 b	Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) × (number of backdown hours during the month)] X Back down Capacity x PPA Tariff		Proposed formula : Minimum Generation Compensation = 100% of [(Average Generation per hour during the year) × (number of backdown hours during the month)] X Back down Capacity /Total Capacity x PPA Tariff	The clause has been modified. Please refer to the amendments.
88	RfS	3.3 (ii)	Under this RfS, the RE Power Project shall mean a Project comprising one or more 'components' – classified as renewable energy generation sources by the MNRE, along with energy storage system if any. The RPD is free to choose the rated installed capacity of these components, in line with the interconnection guidelines to be followed for connection to the ISTS-network.	Clarification: Is the RPD allowed to install higher capacity projects? For ex if the RPD wins capacity of 200 MW, is the RPD allowed to install capacity greater than 200 MW	The higher installed capacity will allow the RPD to meet the following: a) Keep the Energy Storage fully charged b) Meet demand in case adverse weather condition occurs c) If allowed the additional energy can be banked in CTU so that demand can be met in case adverse weather condition occurs d) Ensures better Scheduling and Forecasting	Yes, the installed capacity may exceed the Contracted capacity
89	RfS	3.3 (ii)	In the interest of utilizing the optimization potential offered by hybridization of various RE technologies, it is hereby reiterated that the Project capacity does not necessarily have to be the arithmetic sum of the installed capacity of the various components being utilized. Project capacity shall be determined from the connectivity granted to the RPD.	Clarification: Does the installed capacity of various components include the capacity of the ESS system?	a) This will give the RPD proper direction and visibility in planning capacities of various components of the project accordingly b) In case additional capacity is allowed, will RPD be allowed to bank additional energy in CTU so that RTC demand can be met in case of adverse weather condition	Banking is not allowed under this tender.

90	RfS	8.2 (iii)	The Buying Utility shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the RPD through SECI for production of electricity and despatch thereof to the Grid during such period and in such volume as it may specify in its instructions. Provided that the Utility shall not as for despatch in excess of the declared Availability by the RPD, unless mutually agreed between the RPD and the Utility.	Clarifications: 1. Will the buying utility demand be aligned with the meteorological forecast (for solar, wind power)? 2. In case the weather changes abruptly which is not in line with the forecasts, will the DSM/UI penalties still be levied on the RPD?	a) If buying utility demand is aligned with Weather Forecast, RPD shall plan the selection of storage capacity in the beginning of the project based on historical data of meteorological department for the said location of installation b) Since RPD does not have any control over input raw materials of Renewable Project, the generation may vary in case of abrupt change in weather condition and renewable being must run project, it should be free from penalty of DSM/UI mechanism	Demand is fixed and cannot be altered. Penalties are within the ambit of DSM regulations.
91	RfS	8.2 (ii)	Unless otherwise notified by the RPD, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times. The RPD shall confirm the Availability from the Project no later than 48 (forty-eight) hours prior to its occurrence.	Clarification: Visibility needs to be given by the buying utility as to what output of power needs to be available at a particular time window	This will give visibility to the RPD regarding the project capacity planning of the various components, especially the ESS systems to be installed	Irrespective of the buyer, the RPD has to fulfill its commitment of supplying energy on a 24x7 basis, throughout the years of operation as per PPA. Necessary flexibilities are provided in the PPA.
92	RfS	8.2 (vii)	DSM/UI charges or any other grid support related charges as mutually agreed between RPD and the grid operator shall be borne by the RPD as per applicable laws.	The clause to be removed	RE is infirm and highly uncertain form of power and hence should not be subject to DSM/UI charges	The clause has been suitably modified.
93	RfS	8.4	For the "Round the Clock" Project, excess generation available from the Project after meeting the requirements as per the PPA, will be allowed to be sold by the RPD in the open market.	SECI should ensure offtake of excess generation at PPA tariff or allow CTU banking	It will not be viable for RPD to sell power in the open market all the times as open market prices are highly volatile which will be a big risk on the RPD part	Selling in the open market is given as a flexibility to the bidder. SECI cannot commit to purchasing excess power. Further, CTU banking is also not allowed.
94	RfS	8	-	Clarification: RfS is silent on the exact supply hours for peak power demand. Also, the minimum CUF requirement for the RE power projects is not mentioned anywhere in the RfS. Please provide clarity on both these matters.	This will give the RPD proper direction and visibility in planning capacities of various components of the project accordingly	Supply hours are 24 hours on a daily basis, throughout the Term of the PPA.