SOLAR ENERGY CORPORATION OF INDIA LIMITED

New Delhi

SECI/C&P/HPD/T3/1200MW/RfS/012020 | **Dated: 25/02/2020**

RfS FOR SETTING UP OF 1200 MW ISTS-CONNECTED WIND-SOLAR HYBRID POWER PROJECTS (TRANCHE-III) : Clarifications to the queries on the RfS
(RfS No. SECI/C&P/HPD/T3/1200MW/RfS/012020)

Sl. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	1.3.2	SECI shall enter into PPA with the HPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to each HPD is fixed at Rs. 2.88/kWh for the entire term of 25 years	The maximum tariff payable to each HPD is fixed at Rs. 2.95/kWh for the entire term of 25 years	SECI should allow the ceiling tariff of around Rs. 2.95/kWh. The reasons are as follows: 1. Cost of equipment/machineries, O&M, land etc. has increased substantially 2. Higher risk associated with the business	RfS conditions remain unchanged
2	RfS	3.9 B	The amount of compensation shall be calculated at 50% (fifty percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.	The amount of compensation shall be calculated at 25% (fifty percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.	It is requested to reduce the penalty from 50% to 25% as both wind and solar are variable RE sources which are highy uncertain and hence difficult to predict	RfS conditions remain unchanged
3	RfS	3.17 B	"Scheduled Commissioning Date" shall be the date as on 18 months from the Effective Date of the PPA or Effective Date of the PSA, whichever is later.	"Scheduled Commissioning Date" shall be the date as on 24 months from the Effective Date of the PPA or Effective Date of the PSA, whichever is later.	Considering the challenges in land acquistion, RoW approval and other unforseen situations, it is requested to increase the SCD from 18 months to 24 months from PPA date	RfS conditions remain unchanged
4	RfS	1.1.2				
5	RfS	Definitions				
6	RfS	3.2 II	...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...	More clarity required	Clarity required: For example if any entity installs 100 MW (AC) wind and 100 MW (AC) solar projects under this tender, then is it possible for him/her to quote the final AC capacity to be considered for bidding as 150 MW (AC) or any other capacity less than 200 MW	As stated, Project capacity need not be equal to the arithmetic sum of installed capacities of individual components. However, while finalizing the rated installed wind and solar PV capacities, the HPD shall adhere to the requirement where the rated power capacity of one resource is atleast 25% of the rated power capacity of the other resource
7	RfS	1.3.2 (Page: 7) **Tariff Cap**	SECI shall enter into PPA with the HPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to each HPD is fixed at **Rs.2.88/kWh** for the entire term of 25 years. The bidders ……………………………….. this will not have any bearing on the applicable tariff.		Please note that with the experience in previous projects invited by SECI or states, now, bidders are finding it difficult to accept the tariff cap proposed by SECI, which is evident with the responses received by SECI or States against various RfS. Therefore, it is suggested to remove the tariff ceiling. This will be fair methodology of SECI's intent of opting for bidding & discovering the tariff through Reverse auction & ensuring that projects are timely setup & the purpose is achieved. This is also to highlight that there is delay in achieving SCOD for already awarded projects by SECI, NTPC , TANGEDCO etc in the past due to land / site availability issues. WPD are now being forced to move out of offered State & opt for other states, which offers mostly private land which is considerably expensive (cost has gone up substantially, due various WPD chasing the same land, due to LIMITED availability of ISTS connectivity, considering the large capacity being allocated by SECI & NTPC.	RfS conditions remain unchanged
8	RfS	3.2 (Page:18) **Project Scope and Technolog y selection**	Under this scheme, the HPD shall set up Wind-Solar Hybrid Power ……………………… the HPD, if applicable under the CTU provisions. For setting up the Hybrid Power Projects, the **HPD shall strictly adhere to the specific Wind-Solar Hybrid Power Policy of the State (wherever applicable) where the Project is located.**		Please clarify where Wind-Solar Hybrid Policy in a particular State is not released then in that case bidder should follow MNRE's Hybrid Policy?	The clause has been modified, please refer to the Amendments-02 to the tender documents
9	RfS	3.7.1 (Page: 22) **Connectivi ty with the Grid**	The project should be designed for interconnection with the ISTS in accordance with prevailing CERC regulations in this regard. For interconnection with the grid and metering, the HPD shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commission and CEA. Minimum voltage level for inter-connection at the ISTS shall be 220 kV.		CERC regulation for interconnection of Hybrid Power Project with the ISTS are not in place. Regulation or technical requirements for connectivity of Wind and Solar Projects with grid are different in some aspects viz. LVRT requirement etc. Hence, it is proposed that in case of Hybrid Project the respective regulations for wind and Solar shall be applicable at respective generating unit level.	RfS conditions remain unchanged
10	RfS	3.9(A) (Page:28) **Criteria for generation**	The Bidders will declare the annual CUF of their Projects in the Covering Letter as per Format 6.1 and HPDs will be allowed to revise the same once within first three years after COD. The declared annual CUF shall in no case be less than 30% (thirty percent). Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. HPD shall maintain generation so as to achieve annual CUF **not less than 80% of the declared value and not more than 120% of the declared** CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the HPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year. The Buying Entity shall use the hybrid power for fulfilment of solar and non-solar RPO in the proportion of rated capacity of solar and wind power in the hybrid project respectively. The HPDs are free to install additional wind turbines to account for auxiliary consumption in the Projects.		We wish to submit that as per clause 3.15 of the "Guidelines for transparent bidding process of implementation of Scheme for setting up of 2500MW ISTS-connected Wind Solar Hybrid Power Projects" issued by Hon'ble MNRE i.e. "Power generated from Hybrid Project beyond the declared effective CUF would be procured by the buying entity at the PPA rate". This provision of the RfS document is in contravention to the Scheme already notified by MNRE. As per the Scheme, there is no ceiling cap for the variation in declared CUF. The scheme quite firmly states that entire power beyond the declared CUF would be procured at the PPA Rate. We therefore request you to align the RfS document in line with the Scheme and remove the requirement of upper limit of 120% of declared CUF, in line with the clause 3.15 of "Scheme" declared by MNRE.	The scheme guidelines referred to in this query are not relevant to this RfS. RfS conditions remain unchanged

11	RfS	3.16, (Page:35) **Financial Closure or Project Financing Arrangements**	General.		During financial closure of previous Projects of SECI under Tranche-I & II, SECI has insisted WPD to submit the copy of contract agreement signed with OEM / developer, along with prices. Our humble submission is that prices agreed between WPD & OEM under the contract agreement is confidential and shall not be asked by SECI. WPD shall be allowed to submit un-priced copy of the contract agreement.	Accepted.
12	RfS	3.17 (D), (Page:38) **Early Commissioning**	The HPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity and Long-Term Access (LTA). In cases of early part-commissioning, SECI shall purchase the generation at the PPA tariff. Early part/full commissioning of the Project and subsequent energy procurement from the same shall be **allowed only in case where the Discom agrees** to purchase power from the Project at an earlier date and at 100% PPA tariff plus trading margin.		"**only in case where the Discom agrees**" is adding uncertainty to the availability of incentive on early commissioning. Please delete the same from the clause, enabling HPD to plan to commission the part or full project earlier then SCOD.	RfS conditions remain unchanged
13	RfS	4.2(B)(iii) Pg No. 51	Tariff has to be less than or equal to Rs. 2.88 per Kwh	We request for the removal of the Tariff Cap	As the Hybrid concept is still nascent and none of the projects have been executed till date, we request that tariff be discovered through the reverse bidding rather than putting a cap.	RfS conditions remain unchanged
14	RfS	3.9 (B) Pg No. 28	Shortfall in minimum generation - The amount of compensatin shall be calculated at 50% of the PPA tariff for the shortfall in energy terms …..	Shortfall in minimum generation - The amount of compensation shall be equal to the compensation payable by the Buying Entity towards non meeting of solar RPO and nonsolar RPO , if such compensation is ordered by the respective SERC. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in the events of Force Majeure identified under PPA with SECI affecting supply of wind-solar hybrid power by HPD	We request this change inline with the Hybrid Tranche - 2. We request that the penalty to be levied to HPD only if the Buying Entity is levied this penalty by SERC.	RfS conditions remain unchanged
15	RfS	3.1.7(B) Pg No. 37	Commissionig Schedule - 18 months from the Effective Date of PPA or PSA, whichever is later	Commissioning Schedule - 1. For a 300 MW Project : 24 months from the Effective Date of PPA or PSA, whichever is later 2. Additional 100MW beyond 300 MW : 2 months from SCOD	The requested change is sought considering the on ground challenges which the developers faced w.r.t earlier executed projects. This timeline is reasonable to complete the said capacity of projects	RfS conditions remain unchanged
16	RfS	3.7.12 Pg No. 27	Waiver of ISTS Charges	We request SECI waive the ISTS charges beyond 2022	From conceptulizing till commissioing, the timelines might get stretched beyond 2022 , hence this request	RfS conditions remain unchanged
17	RfS	3.2, 3.7.1	Definition of Pooling Sub Station	Suitable provisions to be made for the interconnection at 132 kV level	Under this tender interconnection is allowed at 132Kv level as well	RfS conditions remain unchanged
18	RfS	3.10(c) Pg No. 30	application for MoD clearances within 60 days from the issuance of LOA	Application for MoD clearance within 30 days from the Effective date of PPA	We request this change inline with the SECI Rfs for wind power projects and practcal executability on ground	RfS conditions remain unchanged
19	RfS	3.17(B)(b) Pg No. 37	The maximum deadline allowed for commissioning of the full Project Capacity shall be limited to the date 270 days from the SCD	The maximum deadline allowed for commissioning of the full Project shall be limited to the date as on 270 days from the SCD or from the revised SCD (if applicable)	During the event when the HPD is allowed for an extension of SCD, then the maximum allowable timeline should also be extended accordingly	The clause has been modified, please refer to the amendments.
20	RfS	Overview of the RfS - 1.3.2 (Page 7 of 97)	The maximum tariff payable to each HPD is fixed at INR 2.88/kWh for the entire term of 25 years	The maximum tariff payable to each HPD is fixed at INR 3.10/kWh for the entire term of 25 years	There has been many changes in the project development landscape that has had a detrimental impact on the project economics : Introduction of the Payment Security Deposit : INR 5lakhs / MW as per the latest change in the Standard Bidding Guidelines (SBG). Rajasthan Solar Policy : Increase of the RREF fund to INR 2 lakhs / MW; majority of the solar projects under ISTS are setup in the state of Rajasthan only Interest rates : Hardening of the interest rates for financing and liquidity constraints across the financial markets CUF : Availability of solar sites with high CUF is limited, with majority of the sites in Rajasthan limited due to limited evacuation. Additionally, the same constraints are applicable for high wind sites as well. All these combined have led to lowering of returns for the developers drastically and tariff cap of INR 2.88/kWh is no longer viable.	RfS conditions remain unchanged
21	RfS	3.7.5	Bids indicating substations outside the above three choices will be liable for rejection. The HPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs, and shall furnish and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the HPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the HPD to SECI. The LTA shall be applied for by the HPD within 60 days of issuance of LOAs.	Bids indicating substations outside the above three choices will be liable for rejection. The HPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs, and shall furnish and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the HPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the HPD to SECI. The LTA shall be applied for by the HPD within 30 days of SECI notifying the PSA details (states buying the power) to the winning bidder.	LTA by the winning bidder can only be applied after SECI informs of the ultimate buying entities. And also there is high cost involved in the terms of Bank Guarantee etc	RfS conditions remain unchanged
22	RfS	3.7.5	Substations located in the Northern, Western and Southern regions under the updated plan for 1st phase made available by the Minutes of meeting for Northern, Western	Substations located in the Northern, Western and Southern regions under the updated plan for 1st and 2nd phase made available by the Minutes of meeting for Northern, Western and Southern Region Standing Committees and as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/u/Default.aspx, subject to availability of connectivity.		The clause has been modified, please refer to the amendments.

23	RfS	3.9	**New Clause to be introduced as 3.9 (D)©** **Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint):**	After the scheduled commissioning date, if the Project is ready in all respects including the dedicated transmission line to be established by the HPD to connect to the grid, but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable to the Hybrid Power Developer, leading to offtake constraint, the provision for generation compensation is as follows. **Transmission Constraint:** if the Project is ready in all respects including the dedicated transmission line to be established by the HPD to connect to the grid, but the necessary power evacuation/ transmission infrastructure is not ready, leading to offtake constraint **Provision for Generation Compensation:** a. The committed CUF / Declared CUF, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Minimum Generation Compensation = 100% of [(Average Generation per hour during the month) × (number of hours of Transmission Infra not ready/unavailable during the month)]X PPA Tariff Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month. b. If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by SECI for compensating the generation loss.	To be referred from Clause 8.4 (a) SECI Solar Tranche VIII 1200 MW Tender RfS No. SECI/C&P/SPD/ISTSVIII /RfS/1200MW/012020 Dated : 03.01.2020	RfS conditions remain unchanged
24	RfS	3.9D a (Page 29/97)	Provision for Generation Compensation incase of Grid unavailability		The current methodology provides for nil compensation in a way, as it is very unlikely that the plant designed for a certain CUF is able to generate more than 110% of the CUF	Bidders are advised to remain updated with CERC's orders with respect to mismatch between timelines of construction of projects and those of evaucation infrastructure
25	RfS	4.3.4 (pagse 52/97)	At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified	At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. Alongwith the same, the list of sub-stations on which the bids have been received and the corresponding quantum shall also be released	List of the substations on which the bids are received, alongwith the quantum should also be released a week before the e-RA; to avoid the situation where a winner is unable to get connectivity at his planned sub-station, due to multiple winners at a single sub-station	RfS conditions remain unchanged
26	RfS	3.5.8	The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.	The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect, wherein such default or litigation shall not have been originated due to PPA re-negotiation or late payment by the Discom.		RfS conditions remain unchanged
27	PPA	1.1	Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI.	Due Date shall mean the thirty (30th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI.	Monthly Bills itself takes 15-30 days for submission; Keeping 45 Days as Due Date, requires 60-75 days working capital arrangement;	RfS conditions remain unchanged
28	PPA	2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 60 days from the date of submission of petition to the Appropriate Commission, the Buying Entity (ies) shall obtain all requisite approvals including approval of PSA (including adoption of tariff) from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies).	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 60 days from the date of submission of petition to the Appropriate Commission, the Buying Entity (ies) shall obtain all requisite approvals including approval of PSA (including adoption of tariff) from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). Buying Entity shall be applying for the adoption of the tariff, within 30 days of the LoA.		RfS conditions remain unchanged
29	PPA	10.3.4	Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by SECI, the payment for the power fed to the grid may be accounted from the date of UCOD, but HPD would be allowed to raise Bills against such power only from the Scheduled Commissioning Date or UCOD whichever is later subject to the conditions as stipulated in Article 9	To be deleted	To incentivise the HPD for early commissioning, HPD should be allowed to raise the invoices for such generation as and when the month is complete	The clause has been modified, please refer to the Amendments-02 to the tender documents
30	PPA	9.1	The HPD shall be entitled to receive the Tariff of Rs. …………../ kWh [Insert the Tariff discovered through the bidding process conducted by SECI], fixed for the entire term of this Agreement, with effect from the SCD, for the power sold by the Buyer to the Buying Entity for the scheduled energy as reflected in the Energy Accounts. In case of early commissioning, subject to the consent for such purchase by the Buying Utility, SECI may purchase the generation at the PPA tariff.	The HPD shall be entitled to receive the Tariff of Rs. …………../ kWh [Insert the Tariff discovered through the bidding process conducted by SECI], fixed for the entire term of this Agreement, with effect from the SCD, for the power sold by the Buyer to the Buying Entity for the scheduled energy as reflected in the Energy Accounts. In case of early commissioning, SECI shall purchase the generation at the PPA tariff.	Provides certainity in revenue strream, leading to lower bid tariffs	RfS conditions remain unchanged
31	PPA	10.4.3	Provided that the HPD shall not draw upon such Letter of Credit prior to 30 days beyond the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.	Provided that the HPD shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.	To encourage timely payment of Monthly Bills	RfS conditions remain unchanged

32	PSA	6.3.3	In the event of delay in payment of a Monthly Bill/Supplementary Bill by Buying Entity within thirty (30) days beyond its Due Date, a Late Payment Surcharge shall be payable by Buying Entity to Buyer at the rate of 1.25% per month on the outstanding amount calculated on simple interest basis. The Late Payment Surcharge shall be claimed by Buyer through the Supplementary Bill.	In the event of delay in payment of a Monthly Bill/Supplementary Bill by Buying Entity beyond its Due Date, a Late Payment Surcharge shall be payable by Buying Entity to Buyer at the rate of 1.25% per month on the outstanding amount calculated on simple interest basis. The Late Payment Surcharge shall be claimed by Buyer through the Supplementary Bill.	Revenue received beyond Due Date should be considered late payment, hence Late Payment Surcharge should be applicable to encourage timely payment	RfS conditions remain unchanged
33	PSA	6.10.2	The Generation Compensation as calculated above will be limited to the extent of shortfall in annual generation corresponding to the maximum CUF permitted as per Article 6.8.3 and the same will be settled on annual basis. No trading margin shall be applicable on the Generation Compensation provided as per Article 6.10.2. The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA).	The Generation Compensation as calculated above will be limited to the extent of shortfall in annual generation corresponding to the maximum CUF permitted as per Article 6.8.3 and the same will be settled on monthly prorata basis. No trading margin shall be applicable on the Generation Compensation provided as per Article 6.10.2. The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA).	Timely receipt of revenue lost due to Offtake Constraints	RfS conditions remain unchanged
34	RfS	3.5 (C')	Net-worth and Liquidity	Networth and Liquidity to be considered as per Audited Financials of December 31, 2018 of Singapore entities	To be confirmed if we can use December 31, 2018 Audited Financials as December 31, 2019 audited financials of Singapore entities are not yet available.	Acceptable. Already covered in the Rfs through following clause: In case of foreign Companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/are located
35	RfS	3.5 (C')		Using different Affiliates for satisfying Networth and Liquidity Criteria	Can we use separate Affiliates for meeting eligibility criteria under Networth and Liquidity? For instance - An Affiliate i.e. Singapore entity for meeting Networth criteria and VEPRPL for PBDIT criteria of Liquidity or if VEPRPL is a problem due to ongoing Tariff negotitaion Litigation then can we use 2 Indian entities under revenue clause for satisfying the Liquidity criteria	Conditions specified in Rfs are self explanatory. Kindly refer to clause no. 3.5.C.I.b & 3.5.C.III of the Rfs document.
36	RfS	3.5 (C') (V)	Financial Eligibility Criteria		Can an entity incorporated in 2020 can be used whose first financials will be prepared and Audited in 2021	Financial eligibility criteria can be met by the bidder as on the last day of the previous financial year or as on the date at least 7 days prior to the due date of bid submission.
37	RfS	3.16	Financial Closure		Can financial arrangement be in form of 100% Equity given by Board resolution	Yes
38	RfS	3.20(ii)(1)	Fresh equity infusion		Can a Company have infusion of Equity from existing shareholder after submission of response to RFS till execution of PPA? Currently, it is allowed at the time of Bid submission	Yes, the word "at the time of bid submission" needs to be read in conjuction with the "Existing shareholders". Thus, it is "existing shareholders at the time of bid submission". Issue of fresh equity capital from bid submission deadline to PPA signing is allowed, without prejudice to the provisions of the Rfs document.
39	RfS	Definition Clause	“Effective Date” shall mean the date as on 90th day from the date of issuance of Letter of Award, or the date of signing of PPA (as applicable), which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties	"Effective Date" shall mean the date as on 90th day from the date of issuance of Letter of Award, or the date of adoption of tariff by CERC and adoption of PSA by SERC whichever is later.	It has been observed that the PPA is signed without adoption of tariff by CERC which makes the validity of PPA ucertain, it is adivsed that the effective date of PPA should be linked with the adoption of tariff by the regualtory authority.	RfS conditions remain unchanged
40	RfS	3.7.12	... In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. ..	In 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, the liability of transmission charges and losses would be shared between the WPD and Buying Entity in the ratio of 50:50.	It is suggested that this clause should be amended as suggested since WPD should not be made liable to bear the charges in case the delay is on account of reasons beyodn reasonable control of the WPD.	RfS conditions remain unchanged
41	RfS	3.9 A	The Bidders..HPDs will be allowed to revise the same once within first three years after COD	The HPDs will be allowed to revise the same every three years after COD	It is advised that consiering the vairable nature of wind and solar and the uncertaintiy associated with it, the WPDs should be permitted to revise the CUF once every three years. Considering the fact that IPPs are aready paying huge penalties under DSM mechanism, this leeway should be provided to the Developer.	RfS conditions remain unchanged
42	RfS	3.9D	Notwithstanding anything mentioned above, the provisions of Clause 3.9.D of the RfS shall be applicable subject to the acceptance of the same by the respective Buying Utility in the Power Sale Agreement.	This clause should be deleted	It is suggested that there should be no uncertianity associated with adoption of this clcause, it shall not be made subject to approval of the same by the buying entity.	RfS conditions remain unchanged
43	RfS	3.12	Payment Security Deposit: Prior to declaration of commissioning of first part capacity of the Project, the HPD shall furnish a Payment Security Deposit (PSD) @Rs. 5 lakh/MW/Project, to SECI through DD/NEFT/RTGS....	This clause should be deleted	It is advised that this clause needs to be deleted since this needs to be provided by the Buying Entity and it will cause an additional buren of the IPP at the prescribed tariff cap.	RfS conditions remain unchanged

44	RfS	3.17A	Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCD or from the date of full commissioning of the projects, whichever is earlier	Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCD or from the date of full commissioning of the projects/WTGs, whichever is later	It is observed that in case of delay beyond SCD the PPA tenure for the remaingin capcity will not be 25 years in case the cut off date is taken as SCD or full commissioning whichever is earlier. Thus this amendent shall be provided for.	RfS conditions remain unchanged
45	RfS	3.17 D	Early part/full commissioning of the Project and subsequent energy procurement from the same shall be allowed only in case where the Discom agrees to purchase power from the Project at an earlier date and at 100% PPA tariff plus trading margin.	The excerpted part of the clause shall be deleted.	Early commissioning of a Project is a diffcult task and in case due to best effort of the WPD, if it is able to achieve early commissioningn , then the WPD should be rewarded and not penalised if the purchase of powe is denied by the Discom.	RfS conditions remain unchanged
46	Additional Provision		Installed Capacity: The installed capacity can +/- 5% of the Contracted Capacity	This provision shall be added in the Definition clause of the RfS	The IPPs should be provided with a liberty to install vairbale quantum to the extent of +/-5%.	RfS conditions remain unchanged
47	RfS	Section 2	"Buying Entity" means any Discom or bulk consumer that requires wind-solar hybrid power to fulfil its solar and non-solar RPO under respective RPO regulations	-	Request SECI to clarify if the Bulk Consumer is a Distribution Licensee.	Please refer to the definition of Buying Entity in the PPA
48	RfS	Section 2	"Project Commissioning": the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS document/PPA	-	Request SECI to share the commissioning procedure.	Commissioning procedure will be shared after signing of PPAs, in due course
49	RfS	Section 3, Clause 3.2	Bay construction at ISTS substation shall not be under the scope of the HPD, as per the existing provisions of CERC.	Bay construction at ISTS substation shall ~~not be under the scope of the HPD, as per the existing provisions of CERC.~~ **be as per scope defined by CTU during grant of Stage-II connectivity.**	Execution of bay can be undertaken by CTU or by HPD in consultation with CTU. Request SECI to remove the specific restriction of bay construction by HPD.	RfS conditions remain unchanged
50	RfS	Section 3, Clause 3.3	New Clause	The HPD shall be allowed to change its Delivery Point including the State where the Project is located, until the fulfilment of condition of Financial Closure.	Request SECI to provide provision for change in location before the date of Financial Closure.	It may be noted that the HPD will be required to demonstrate land possession as per the RfS, only at the time of submission of request for project commissioning to SECI. Thus, it is implicit that the HPD is allowed to choose the land as per its own requirement, within the project commissioning timelines. However, any impact of change in project location and associated changes in connectivity/LTA, in terms of cost or time overruns, will be on the part of the HPD. Further, this concept needs to be read in conjunction with Clause 3.14.1 of the RfS
51	RfS	Section 3, Clause 3.7.3	Any such hybridization of power shall mandatorily be achieved prior to injection of power into the Delivery Point.	Remove the Clause	Request SECI to allow HPD inject of solar and wind power at separate Delivery Points within same RLDC.	RfS conditions remain unchanged
52	RfS	Section 3, Clause 3.7.5	In case the HPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the HPD to SECI.	In case the HPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the HPD to SECI. Further, the HPD shall be allowed to change its Delivery Point including the State where the Project is located, until the fulfilment of condition of Financial Closure. The responsibility of obtaining LTA as per the revised location of the Project, and any delay in Financial Closure/Commissioning of the Project on account of the same, shall be liable to be borne by the HPD.	This is in line with the earlier RfS of Hybrid Power Projects, where the change in Delivery Point and subsequent change in project location was allowed until the fulfilment of condition of Financial Closure	Please refer to the reply at Sl. 50 above. Changes in delivery point are allowed, subject to the conditions specified at Sl. 50 above
53	RfS	Section 3, Clause 3.7.5 (iii)	Substations located in the Northern, Western and Southern regions under the updated plan for 1st phase made available by the Minutes of meeting for Northern, Western and Southern Region Standing Committees and as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/u/Default.aspx, subject to availability of connectivity.	Substations located in the Northern, Western and Southern regions under the updated plan for **1st phase and 2nd phase** made available by the Minutes of meeting for Northern, Western and Southern Region Standing Committees and as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/u/Default.aspx, subject to availability of connectivity.	Hybrid being very location centric, limiting the options for evacuation under phase 1. Hence, we request that the project shall be allowed to be connected to ISTS substation under Phase 1 and Phase 2.	RfS conditions remain unchanged
54	RfS	Section 3, Clause 3.7.5	The HPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity.	-	In the absence of regulations on Forecasting, Scheduling of Hybrid projects, request SECI to clarify on the applicable regulations for the Hybrid Project.	It is already included in the draft IEGC available on the CERC website
55	RfS	Section 3, Clause 3.7.12	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. Further, in case SCD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date for the reasons attributable to the HPD, the applicable transmission charges and losses shall be borne by the HPD.	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind/solar power till a certain date. In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. Further, in case SCD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date for the reasons attributable to the HPD, the applicable transmission charges and losses shall be borne by the HPD.	● We understand that the waiver of the transmission charges and losses is applicable to wind and solar project. Request SECI to clarify if the said waiver is also applicable to the hybrid project. ● Further, request SECI to clarify that if the project is delayed beyond the applicable date of ISTS waiver for reasons NOT attributable to HPD, the liability of transmission charges and losses shall be borne by Buying Entity.	ISTS-waiver is applicable on solar PV and wind energy based projects, and a hybrid project comprises solar PV and wind power components.

56	RfS	Section 3, Clause 3.14.1	Note: PPA will be executed between SECI and the HPD as per the breakup of the cumulative Project capacity awarded to the Bidder. The HPD shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 6.1), which may be changed by the HPD subsequent to issuance of LOA upto the date as on 30 days from issuance of LOA. For an individual Project, any modification in the rated capacities of wind and solar components in the Project, shall be intimated to SECI within 30 days of issuance of LOA. Both the above parameters will remain unchanged, thereafter.	Note: PPA will be executed between SECI and the HPD as per the breakup of the cumulative Project capacity awarded to the Bidder. **The HPD shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 6.1), which may be changed by the HPD subsequent to issuance of LOA upto the date ~~as on 30 days from issuance of LOA~~ of financial closure. For an individual Project, any modification in the rated capacities of wind and solar components in the Project, shall be intimated to SECI ~~within 30 days of issuance of LOA~~ before the date of financial closure.** Both the above parameters will remain unchanged, thereafter.	We request SECI to allow change in the location of the project till Financial Closure. Since change in location will subsequently lead to change in rated capacities of wind and solar depending on the location, request allowing change of rated capacities for wind and solar till financial closure.	RfS conditions remain unchanged
57	RfS	Section 3, Clause 3.17 (B) (a)	The Project shall be fully commissioned within 18 months from the Effective Date of the PPA or PSA, whichever is later, which shall be termed as the Scheduled Commissioning Date (SCD).	The Project shall be fully commissioned within ~~**18 months**~~ **24 months** from the Effective Date of the PPA or PSA, whichever is later, which shall be termed as the Scheduled Commissioning Date (SCD).	Request SECI to allow 24 months for the commissioning of full capacity (SCD) given that Hybrid is very location-centric and hence the timelines for land identification and acquisition will take more time than standalone wind or solar projects.	RfS conditions remain unchanged
58	PPA	Article 3.2.4	Further, it is presumed that in terms of Clause 10.4 of the Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in the deadline as stipulated in Article 3.1.	Further, it is presumed that in terms of Clause 10.4 of the Guidelines, the tariff will be adopted **and approval of PPA/PSA** by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff **and approval of PPA/PSA** by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in the deadline as stipulated in Article 3.1.	● Request SECI to obligate Buying Entity for submission of petition for adoption of tariff and procurment approval (if not obtained) within 30 days from PSA ● Although delay in adoption of tariff and approval of PPA/PSA, shall entail a corresponding extension in FC & SCOD, however, we request SECI to keep a stipulated timeframe i.e. **06 month,s post which HPD may have the option to exit the PPA without any obligations and liabilities.**	RfS conditions remain unchanged
59	PPA	Article 4.4.2	Further, any addition to the installed capacity (including but not limited to solar panels and/or wind turbines) subsequent to commissioning of the full capacity/part capacity of the Project (as applicable), shall not be eligible for any future claims made by the HPD, seeking compensation on account of any changes in the applicable provisions covered under Change in Law as defined in this Agreement.	Remove the Clause	Request SECI to delete the said portion of the clause as it defeats the intention of restitution provided via change in law clause. Further, the said portion of the clause is not in accordance with the draft bidding guidelines for hybrid.	RfS conditions remain unchanged
60	PPA	Article 4.10	Notwithstanding anything mentioned above, the provisions of Article 4.10 shall be applicable subject to the acceptance of the same by the respective Buying Utility in the Power Sale Agreement.	Remove the Clause	Request SECI to remove the 'Note' for the following reasons: 1. This is in deviation to the draft bidding guidelines. 2. The compensation of offtake constraint increases the bankability of the PPA which would invite bidders to participate	RfS conditions remain unchanged
61	PPA	Article 10.3.3	In the event of delay in payment of a Monthly Bill by SECI beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the HPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment being duly received by SECI under the PSA from the Buying Entity(ies).	In the event of delay in payment of a Monthly Bill by SECI beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the HPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis ~~subject to such late payment being duly received by SECI under the PSA from the Buying Entity(ies).~~	As SECI is undertaking independent tariff payment obligation, we request SECI to remove the late payment surcharge subject to receipt of the same from the Buying Entities.	The clause has been modified, please refer to the Amendments-02 to the tender documents
62	PPA	Article 10.4.7	All costs relating to opening, maintenance of the Letter of Credit shall be borne by SECI/HPD.	All costs relating to opening, maintenance of the Letter of Credit shall be borne by SECI~~/HPD~~.	As the obligation for opening of LC is on SECI, request SECI to bear all the related costs pertaining to LC opening and maintenance.	RfS conditions remain unchanged
63	PPA	Article 13.1	New Clause	As per Article 13.3.5 of the PPA, upon HPD event of Default, the Buying Entity may acquire the assets for an amount equivalent to 90% of the Debt Due or less as mutually agreed. Request SECI to incorporate the said provision in the PSA.	As per Article 13.3.5 of the PPA, upon HPD event of Default, there is a provision wherein the Buying Entity may acquire the assets for an amount equivalent to 90% of the Debt Due or less as mutually agreed. Request SECI to incorporate the said provision in the PSA.	The clause has been modified, please refer to the Amendments-02 to the tender documents
64	PPA	Article 14.1.2	SECI shall cause the Buying Entity(ies) to indemnify, defend and hold the HPD harmless against:	SECI ~~shall cause the Buying Entity(ies)~~ to indemnify, defend and hold the HPD harmless against:	As HPD has privity of contract with SECI, request SECI to indemnify the HPD for any loss/claims.	RfS conditions remain unchanged
65	PSA	Article 6.4 (B)	Provided that in cases where the Buying Entity is neither covered by Tri-Partite Agreement (TPA) nor is able to provide the State Government Guarantee, the Buying Entity shall pay to SECI an additional risk premium of Rs. 0.10/kWh, which shall be credited to the payment security fund maintained by the SECI.	Provided that in cases where the Buying Entity is neither covered by Tri-Partite Agreement (TPA) nor is able to provide the State Government Guarantee, the Buying Entity shall pay to SECI an additional risk premium of Rs. 0.10/kWh, which shall be ~~credited to the payment security fund maintained by the SECI~~ passed to the HPD.	SECI is taking Rs. 5 lakhs/MW/Project from HPD for securing the payments, therefore, if the Buying Entity is unable to provide the TPA or State Government Guarantee, then any risk premium of Rs. 0.10/kWh should be passed on to HPD.	RfS conditions remain unchanged
66	RfS	3.4.2	For each Project, the minimum Project capacity shall be 50 MW and the maximum capacity shall be 300 MW	For each Project, the minimum Project capacity shall be 50 MW and the maximum capacity shall be 400 MW	CTU grants connectivity and LTA up to 400 MW on single circuit at 220 KV level vis a vis 300 MW earlier. So single project can be of 400 MW having common evacuation infrastructure, project boundaries, metering etc.	The clause has been modified, please refer to the amendments.
67	RfS	3.7.4 (b)	The meters for each Project at pooling substation are sealed by CTU/STU/Discom/SLDC/RLDC.	**To be replaced with**, Generation units Injected by each project (solar/wind/multiple developers) will be recorded and jointly signed by all Project owners and copies of the same will be submitted to SECI/CTU for its records and further use.	Sealed meters are not provided or sealed by CTU for the pooling substation 33KV side where in power is injected separately from each project. (multiple projects of wind and solar)	The clause has been modified, please refer to the amendments.
68	RfS	3.5.C.V	provisional audited accounts as on the date at least 7 days prior to the due date of bid submission, along with copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements certified by a practicing Chartered Accountant, in order to demonstrate fulfilment of the criteria	provisional audited accounts as on the date at least 7 days prior to the due date of bid submission, along with copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements certified by a practicing Chartered Accountant/Statutory Auditor, in order to demonstrate fulfilment of the criteria	Since approval of books of account is permitted by Stat Auditor for last financial year, the same should be allowed for bidders using minimum 7 days criteria for meeting financial requirements.	The clause has been modified, please refer to amendments.

69	RfS	3.5.C.V. Note	In case of foreign Bidders, in the event the Bidder is unable to furnish the audited accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same.	To be deleted: In case of foreign bidders	This condition is applicable to every bidder. There is no need to explicitly specified for foreign bidders.	The provisions remain unchanged. This note has been added in the context of a foreign bidder opting not to choose the provision of "at least 7 days prior to bid submission" and instead, providing its annual financial reports based on its respective country's financial calender.
70	RfS	3.7.3	with the option 1 & option 2 schematically shown in the RfS, it is interpreted that total generated power from projects situated at various locations needs to be pooled at one point before the delivery point i.e CTU substation. It means that projects (wind or solar or sub wind or sub solar) needs to with in vicinity of each other to optimize the total evacuation cost.	Clause to be suitably modified to capture the rationale as mentioned along side.	best possible wind and solar potential areas which may be in two different States or may be at two far away locations within the same State. Bidders should be allowed to Inject the power at different ISTS sub stations with in the same state or in different states.	RfS conditions remain unchanged
71	RfS	3.7.5	The LTA shall be applied for by the HPD within 60 days of issuance of LOAs.	The LTA shall be applied for by the HPD within 30 days of a) Signing of PPA and PSA b) Intimation of Buying Discom and Quantum c) Adoption of Tariff and Trading Margin by CERC & SERCWhichever is later	LTA application is a firm commitment to CTU having huge financial implications. It can only be done when all regulatory approvals and clearances are in place for project.	RfS conditions remain unchanged
72	RfS	3.7.12	In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. Further, in case SCD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date for the reasons attributable to the HPD, the applicable transmission charges and losses shall be borne by the HPD.	In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. Further, in case SCD of the Project is prior to the above deadline of waiver of ISTS charges and losses, and commissioning of the Project is delayed beyond the above date, the applicable charges (if any) shall be borne by the HPD and Buying Entity as per the signed PPA and PSA.	We understand that the SECI will not be able to absorb the transmission charges. However, imposing ISTS charges and losses on HPD will make the project unviable and loading the risk in tariff may increase the tariff. At the other hand Buying Entities will be able to recover the cost through ARR. Therefore, SECI should not predetermine such huge liability on the HPD	RfS conditions remain unchanged
73	RfS	3.9.C	The HPD will not be allowed to sell excess energy beyond the limit as per the CUF,	The HPD will not be allowed to sell excess energy beyond the upper limit i.e 120% of specified CUF. However, if HPD enhance the project capacity to utilize the available margin in transmission system. The HPD shall be free to plan such additional capacity to supply the power to the buyer of its choice, subject to proper metering arrangement to carve out the supplied energy under this bidding.	For the purpose of clarity	RfS conditions remain unchanged. Further, the clause needs to be read in conjunction with the provisions related to repowering of the project in the RfS and PPA.
74	RfS	3.9.D.a	Generation Loss = [(Average Generation per hour during the billing month) × (number of hours of grid unavailability during that particular billing month)]	Generation Loss = [(Average Generation per hour during the day of backdown) × (number of hours of grid unavailability during that particular billing month)]	There is high variation in the generation on day to day basis due to natural sources of energy. Taking average of the month may not represent the generation lost during backing down period. It is suggested to change it to average of the day of backdown.	RfS conditions remain unchanged
75	RfS	3.9.D.a	The excess generation by the HPD equal to this generation loss shall be procured by SECI at the PPA tariff, on a monthly basis.	To be replaced with: The loss of generation will be compensated at PPA tariff in the next monthly bill.	Excess generation is calculated annually, and It is possible that there is no excess generation beyond 120% of committed CUF at the end of the year. So, there is no compensation paid of the generation lost during the period when grid was unavailable.	RfS conditions remain unchanged
76	RfS	4.3.3.ii (b)	The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 1200 MW. In the contradictory scenario, no elimination will take place at this stage.	The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 1500 MW. In the contradictory scenario, no elimination will take place at this stage.	Since Eligible capacity for award is 80% of the total capacity. There should not be any elimination in case total bid capacity is up to 1500 MW which will led to 1200 MW of Eligible Capacity for award	RfS conditions remain unchanged
77	RfS	3.14.1	Clarification on change of project location	Is project location can be changed till FC keeping the breakup of each type of power same?		Please refer to reply at Sl. 50 above.
78	RfS	FORMAT 6.4	Notes: (3): However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.	foreign entity shall submit an additional "Self Certification" duly signed by the Director or Company Secretory or equivelenet, that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and authorizations granted therein are true and valid. Further SECI shall have the right to disqualify the bidder in case of any discripency or misreprasentation by the HPD.	Taking legal opinion and for each certification and aurthorisation may take a long time in some of the organisations, additionally such opinions atracts huge legal fee, which can be avoided by "Self Certification' by the Company after taking all the obligations upon them.	RfS conditions remain unchanged
79	PPA	Definition "Power Project" or "Project"	shall mean the Wind-Solar hybrid power generation facility of Contracted Capacity of ………..[Insert capacity] MW, located at ……………. [Insert name of the place] in …. [Insert name of the District and State] having a separate control system, metering and separate points of injection into the grid at Delivery/Interconnection/Metering point at ISTS substation	To be replaced with clause in sync with RfS	This is in contradiction with RfS clause 3.7.3 option 1 or 2 However, any such hybridization of power shall mandatorily be achieved prior to injection of power into the Delivery Point.	RfS conditions remain unchanged
80	PPA	3.2.4	Further, it is presumed that in terms of Clause 10.4 of the Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission.	Further, it is presumed that in terms of Clause 10.4 of the Guidelines No. 283/57/2018-GRID SOLAR dated 22 October 2019. the tariff will be adopted by the Appropriate Commission within 60 days of such submission. Submission of petition for tariff adoption will be done by Discom under Section 86 of Electricity act 2003 and/or Intermediary Procurer i.e SECI under Section 63 of electricity act 2003 before signing of PPA of PSA whichever is earlier.	As per Guidelines in Definition chapter, it refers to Hybrid Guidelines. Clause 10.4 in hybrid guidelines does not refer this situation while this clause is on referred guidelines. This clause refers only 60 days from the date of submission but there needs to a timeline for submission of petition to respective regulatory commission for adoption.	The clause has been modified, please refer to the Amendments-02 to the tender documents

81	PPA	3.2.4	However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in the deadline as stipulated in Article 3.1.	However, notwithstanding anything contained in the Guidelines, any delay in adoption of tariff by the Appropriate Commissions, beyond 60 (sixty) days of effective date of PPA , shall entail a corresponding extension in the deadline as stipulated in Article 3.1.		The clause has been modified, please refer to the Amendments-02 to the tender documents
82	PPA	3.3.3	If the HPD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by SECI, subject to conditions mentioned in Article 4.5, SECI shall encash the Performance Bank Guarantee without prejudice to the other rights of SECI under this Agreement.	If the HPD fails to commence supply of power from the Scheduled commissioning Date specified in this Agreement or any further extension thereof granted by SECI, subject to conditions mentioned in Article 4.5, SECI shall encash the Performance Bank Guarantee equivalent to the penalty leviable on the day of encashment without prejudice to the other rights of SECI under this Agreement.	As per provisions, HPD is permitted to commission the project upto 270 days beyond the SCD or extended SCD. SECI can encash PBG limited upto the penalty leviable on the day of encashment.	The clause has been modified, please refer to the Amendments-02 to the tender documents
84	PPA	10.8	Third Party Sale by HPD	To be added: in line with the clause 6.6. of the PSA, similar and back to back clause should be included into the PPA to provided option of third party sale to HPD in case of Buyer's failure to offtake the power without any dispute.	As SECI being a trading licensee, it need to transfer any recovery or benefit to HPD, which may be received from Buying entity other than the agreed trading margin.	RfS conditions remain unchanged

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