



SJVN Limited

(A Joint Venture of Govt. of India & Govt. of Himachal Pradesh)

Contracts & Procurement Section, REIA,
6th Floor, Tower No. 1, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023
website: www.sjvn.nic.in, Email Id: contracts.reia@sjvn.nic.in
CIN No. L40101HP1988GOI008409

CLARIFICATION NO. 1 dated 26.08.2024
to RfS No.: SJVN/CC-Delhi/REIA/2024/HYBRID-3 dated 28.06.2024
(ISN TSC: SJVN-2024-TN000006)

Request for Selection (RfS) Document for Selection of Hybrid Power Developers for setting up of 1200 MW ISTS-connected Wind-Solar Hybrid Power Projects in India under Tariff-Based Competitive Bidding

Following Clarifications are hereby issued with respect to subject cited RfS Document:

Sr. No.	Clause Reference	Document	Clarification Sought/Query	Reply/Comments
1.	1.1.10	RfS	The rated power capacity of one resource (wind or solar) shall be at least 33% of the total contracted capacity and NOT of the total installed capacity. Please confirm.	Clause is self-explanatory
2.	1.3	RfS	NIT issued on 12 July 2024. Please clarify the date of RfS is 28.06.2024 or any other date.	NIT issue date 28.06.2024
3.	3.9	RfS	We request Bid Validity to be reduced to 90 Days considering the fluctuating nature to project/equipment cost/price in Renewable Energy. Kindly consider.	Tender condition shall prevail
4.	3.10.1	RfS	We request EMD BG amount to be capped to a maximum of INR 10 Crore with a validity of 90 days. Capping the amount of Earnest Money Deposit (EMD) and Performance Bank Guarantee (PBG) in a sector experiencing exponential growth could attract a larger pool	Tender condition shall prevail. Please refer to Sr No. 1 of Amendment No-1 dated 26.08.2024 to RfS Document

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			of participants and foster competition, ultimately leading to more competitive tariffs and reduced project costs in the dynamics of the market. Kindly consider.	
5.	4.3.1	RfS	Please clarify that the Net Worth of Rs. INR 1.226 Crores/MW shall be calculated/checked on quoted contracted capacity or quoted Installed capacity.	Net Worth shall be calculated/checked on quoted contracted capacity.
6.	4.3.2 (i)	RfS	Please clarify that the turnover of INR 1.839 Crores/MW shall be calculated/checked on quoted contracted capacity or quoted Installed capacity.	All Liquidity criteria shall be calculated based on quoted contracted capacity.
7.	6.6.5	RfS	Request for additional Clause no. 4. under 6.6.5. "4. Substations identified under 'Transmission System for Integration of over 500 GW RE Capacity by 2030' published by CEA on its website, including subsequent revision therein from time-to-time."	Tender condition shall prevail.
8.	6.8.4	RfS	<p>Early Commencement of Supply of Power:</p> <p>In case of multiple project components and if one or more such component (wind or solar) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the Generator will be allowed to commence supply of power from such component which is ready outside the ambit of PPA, with first right of refusal for such power being vested with the End Procurer. Subsequent to refusal of such power by the</p> <p>End Procurer, the right of refusal shall vest with the Intermediary Procurer. In case the Procurer/ Intermediary Procurer decides to buy such discrete component(s) power outside the PPA, such power shall be purchased at PPA Tariff plus SJVN's trading margin for the applicable Contract Year or specific provisions in this regard will be stipulated in the tender documents.</p>	Tender condition shall prevail.

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9.	6.8.4 (b)	RfS	<p>In case of multiple project components and if one or more such component (wind or solar) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the Generator will be allowed to commence supply of power from such component which is ready outside the ambit of PPA, with first right of refusal for such power being vested with the End Procurer. Subsequent to refusal of such power by the End Procurer, the right of refusal shall vest with the Intermediary Procurer. In case the Procurer/ Intermediary Procurer decides to buy such discrete component(s) power outside the PPA, such power shall be purchased at PPA Tariff plus SJVN's trading margin for the applicable Contract Year or specific provisions in this regard will be stipulated in the tender documents.</p> <p>In case wind is getting commissioned early, 75% of the PPA tariff will not be feasible of that. We request SJVN to either define the tariff separately for solar (@ 75% of PPA tariff) & wind (@ PPA tariff) or just make the power procurement at PPA tariff.</p>	Tender condition shall prevail.
10.	6.9.1	RfS	We request PBG capping to a maximum of INR 25 Crore. Capping the amount of Earnest Money Deposit (EMD) and Performance Bank Guarantee (PBG) in a sector experiencing exponential growth could attract a larger pool of participants and foster competition, ultimately leading to more competitive tariffs and reduced project costs in the dynamics of the market. Kindly consider.	Tender condition shall prevail.
11.	6.9.10	RfS	We request Partial EMD-BG release with respect to Capacity not Won during e-RA should be released to Successful Bidder with 3 days of e-RA conclusion. Kindly consider.	The Partial EMD-BG with respect to Capacity not Won subsequent to e-RA may be discharged to Successful Bidder, as per clause 6.9.10 of RfS.

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12.	6.15.2	RfS	Requested to please define the "Immediate Promoter Group". This is currently undefined	The clause is self-explanatory.
13.	Format 7.8	RfS	We request removal of last sentence from the aforesaid paragraph i.e. "No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above." Companies having presence in multiples Countries and having layers of hierarchy located/registered outside India may find it difficult to provide such an explicit declaration especially on indirect control as the clause also refers to Companies Act 2013 of India.	Please refer to Sr. No. 12 of Amendment No. 1 to RfS dt 26.08.2024.
14.	Definition "Due Date"	PPA	1. We request the Due Date to be 30 Days. This is to maintain a continuous cashflow as most to our financing arrangements are based monthly payment schedule. Kindly consider. 2. We request you to make the tenure up to due date in line with the recommendation of MoP Late Payment Surcharge (LPS) rules 2022.	Tender condition shall prevail
15.	1.1	PPA	Requesting SJVN to change the due date from 50 days to 45 days as in previous tenders.	Tender condition shall prevail
16.	2.1.2	PPA	The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof. Please clarify whose decisions? In case if such decisions are having impact on contracted capacity and/or have any financial implications to the Bidder, then he should be permitted for exit from the PPA without any liability on either side.	The Same shall be treated as per the conditions of the RfS documents.

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17.	2.1.3	PPA	<p>Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be the unfulfillment of the following: -----</p> <p>Whether the highlighted word should be unfulfillment OR fulfilment?</p>	Please refer to Sr. No 15 of Amendment No. 1 to RfS dt 26.08.2024.
18.	2.1.3 (A)	PPA	Contradicting provisions of the Article as against the Article 2.1.2. Article 2.1.2 provisions bind the Parties to agree to all decisions of the Authorities CERC/SERC and this Article expects due adoption.	Tender condition shall prevail.
19.	2.1.3 (B)	PPA	Contradicting provisions of the Article as against the Article 2.1.2. Article 2.1.2 provisions bind the Parties to agree to all decisions of the Authorities CERC/SERC and this Article expects the Parties to the Agreement to mutually agree to reduced capacity, if any. The RfS provides exit provisions in case of allocation of capacity less than 50% of offered capacity by the Bidder.	The clause is self-explanatory.
20.	2.1.4	PPA	Will there be provision of commensurate extension if the approval of contracted capacity is delayed by respective SERC? Please clarify.	No, there will be no provision of Extension if the approval of contracted capacity is delayed by respective SERC.
21.	2.3.2	PPA	We suggest that in case of PSA termination, SJVN should explore the possibility of tying up with other Buying Entity with same terms and conditions of the PPA/PSA.	Noted
22.	2.3.2	PPA	In case the SJVN-Buying Entity PSA corresponding to the Contracted Capacity is terminated or modified for a reduced	Tender condition shall prevail

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			<p>capacity during the Term of this Agreement, the event will result in Termination of this Agreement or pro-rata reduction in Contracted Capacity of this Agreement, as the case may be. In such scenario, any termination compensation payable by the respective Buying Entity, will be passed on to the HPD, after deducting SJVN's costs, if any. Request to remove this clause.</p> <p>In case of PSA termination due to any reason, PPA should not be terminated and SJVN should look for other buyer.</p>	
23.	2.3.3	PPA	<p>Request for Modification:</p> <p>The total PSA capacity allocation within 9 months from issuance of the Letter of Award (LOA) is currently considered to be a lengthy time span. We kindly request that this duration be revised to 180 days, in alignment with the earlier Request for Selection (RFS) number SJVN/CC-Delhi/REIA/2024/HYBRID-2.</p> <p>This adjustment is crucial because the financial planning and project development scheduling for the generators depend on the aforementioned PSA capacity allocation</p>	Tender condition shall prevail
24.	3.2.2	PPA	Request SJVN to reduce the penalty amount to 100/- per day per MW.	Tender condition shall prevail
25.	4.1.1 (t)	PPA	The details regarding the land acquisition, supply, erection, etc. may not be clear before the signing of PPA. Request SJVN to allow bidders to submit these details 3-4 months after the signing of PPA.	The HPD shall submit a preliminary project completion Schedule prior to the signing of PPA. However, the detailed schedule would be submitted subsequent to signing of the PPA.
26.	4.4.1	PPA	Proposed modification: The HPDs shall maintain generation so as to achieve annual CUF within + 20 % and -10 % of the declared	Tender condition shall prevail

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			<p>value for the first 10 year and +20% to -15% for the remaining tenure of PPA.</p> <p>Solar installation at large scale has not completed full cycle of 25 years till now (as momentum picked up from 2010 onwards),</p> <p>So, the industry has not still witness generation performance of solar modules for its entire lifetime., module may degrade beyond desired rate.</p> <p>In such scenario, proposed modification in clause provides flexibility to generators and safeguard them from financial implication of penalty.</p>	
27.	10.3.5	PPA	Requesting SJVN to reduce the rebate period from 35 days to 30 days as in previous tenders of SJVN.	Tender condition shall prevail
28.	10.3.5 (b)	PPA	In other similar tenders, rebate of 1% is limited till 30th day. We request you to make it in line with this.	Tender condition shall prevail
29.	10.5.2	PPA	<p>Proposed modification: If the SJVN disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay the 100% undisputed amount and 85% of disputed amount and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:</p> <p>Proposed modification is in line with the provision from the GUVNL tenders. It will maintain and ensure the required cashflow and liquidity at developer's end. Even in SECI's tenders, Buyer is Obligated to pay min. 50% of Invoice amount in any given case.</p>	Tender condition shall prevail
30.	10.5.7	PPA	Proposed modification: For the avoidance of doubt, it is clarified that despite a Dispute regarding an invoice, SJVN shall, without	Tender condition shall prevail

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			<p>prejudice to its right to Dispute, be under an obligation to make payment of the 100% undisputed amount and 85% of disputed amount in the Monthly Bill.</p> <p>Proposed modification is in line with the provision from the GUVNL tenders. It will maintain and ensure the required cashflow and liquidity at developer's end. Even in SECI's tenders, Buyer is Obligated to pay min. 50% of Invoice amount in any given case.</p>	
31.	12.1.1	PPA	Requesting SJVN to clearly mention [Enactment of any new Law] as subpoint of 12.1.1 as it was early mentioned in other previous tenders of SJVN and has been deleted now hence requesting SJVN to restore the same.	Already mentioned in Clause 12.1.1
32.	II	PSA	We request corresponding extension in Scheduled Commencement of Supply Date (SCSD) of the Projects for equal number of days for which the Appropriate Commission order has been delayed for approval of contracted capacity under Section 86(1)(b) as well.	No, there will be no provision of Extension if the approval of contracted capacity under Section 86(1)(b) is delayed.

Sd/-

Deputy General Manager (DGM)

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