SOLAR ENERGY CORPORATION OF INDIA LIMITED

New Delhi

RfS No. SECI/C&P/IPP/13/0004/22-23 Dated 02.09.2022 **Date: 04/11/2022**

RFS for Selection of RE Power Developers for Supply of 2250 MW of Round-the-Clock (RTC) Power from ISTS-Connected Renewable Energy (RE) Power Projects, complemented with Power from any other source or storage in India under Tariff-based Competitive Bidding (RTC-III) : Clarifications to the queries on the RfS

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	General			request confirmation that Non-RE power generator company need not be required to partcipate as a consortium member.		It is not mandatory for non-RE generator to be part of consortium
2	General		Change of location		Kindly confirm that in Format 7.1, the location declared by Bidder is allowed to change. Also, kindly confirm that till what time change in location allowed under RFS provisions.	The RE Component of the allotted Project may be relocated until SCD. However, location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS
3	General		Change of configuration		We request SECI to kindly allow the change in configuration from the configuration mentioned in format 7.1.	RPDs are allowed to change in configuration in line with clause 21.2 of section III of RfS.
4	General		Breakup of quoted capacity in Format 7.1		We request SECI to kindly confirm if Bidder can break the quoted capacity into 2 separate projects at later stage post award of project under this RFS.	Under this RfS, only a sinlge PPA will be signed with a single RPD, for a "single" Project. This Project may be set up as a composition of more than one blocks, located separately, as per the design configuration of the RPD.
5	General		Consortim members	To clarify that how many consortium members can participate together to submit a single bid.		There is no such limit, subject to conditions of clause 25 of RfS.
6	PPA	4.4.1	Peak hours will be four hours out of 24 hours as declared by RLDCs of the respective Buying Entity(ies) as per the relevant CERC regulation. For avoidance of doubt, in case of a Project being mapped to more than one Buying Entity falling under different RLDCs having separate hours designated as "Peak Hours", the RPD shall have to meet the energy supply criteria for the sum of the peak hours in line with the provisions of the RfS/PPA		It is requested to fix the range of peak hours from which the four hours is to be chosen. Sizing the RE component to meet the peak hour requirement is mostly dependent on the time of peak hours. We request SECI to kindly consider.	Clause remains unchanged
7	PPA	4.4.1	Peak hours will be four hours out of 24 hours as declared by RLDCs of the respective Buying Entity(ies) as per the relevant CERC regulation. For avoidance of doubt, in case of a Project being mapped to more than one Buying Entity falling under different RLDCs having separate hours designated as "Peak Hours", the RPD shall have to meet the energy supply criteria for the sum of the peak hours in line with the provisions of the RfS/PPA		As it would be difficult to consider different RLDCs and associated cost and availability involved for same and in line with that, we request SECI to kindly fix the peak hours for the day so that the power can be made available by RPD without any issue.	Clause remains unchanged
8	PPA	4.10.1 (a)	Generation Compensation due to offtake constraints (Grid Unavailability) However, any amount realized by the RPD, by third party sale or sale in the power exchange as price taker for RE power or sale in the power exchange for non-RE power of such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis. (a) For RE Power: 95% of realization after deducting actual expenses, if any, in such sale (b) For Non-RE Power: 95% of realization above variable Charges of Non-RE Tariff after deducting actual expenses, if any, in such sale.	Generation Compensation due to offtake constraints (Grid Unavailability) However, any amount realized by the RPD, by third party sale or sale in the power exchange as price taker for RE power or sale in the power exchange for non-RE power of such power which was offered but not scheduled, shall be shared with the Buying Entity in the following manner, after deducting expenses, if any, in such sale, and shall be adjusted against the Generation compensation payable, on monthly basis. (a) For RE Power: 90% of realization after deducting actual expenses, if any, in such sale (b) For Non-RE Power: 50% of realization above variable Charges of Non-RE Tariff after deducting actual expenses, if any, in such sale.		Suitable amendments are being issued.
9	PPA	11.2	Force Majeure Inclusions	Definition of FM cannot be exhaustive and should be made more inclusive		Clause remains unchanged
10	PPA	12.1.1 (iii)	Any change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or	Any change, amendment or modification in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or		Clause remains unchanged
11	PPA	13.2.1 (i)	SECI fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the RPD is unable to recover the amount outstanding to the RPD through the Letter of Credit,	SECI fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of fourty-five (45) days after the Due Date and the RPD is unable to recover the amount outstanding to the RPD through the Letter of Credit,		Clause remains unchanged
12	PPA	13.2.1 (ii)	SECI repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the RPD in this regard;	SECI repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the RPD in this regard;		Clause remains unchanged
13	PPA	13.2.1 (iii)	except where due to any RPD's failure to comply with its obligations, SECI is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by SECI within sixty (60) days of receipt of notice in this regard from the RPD to SECI; or	except where due to any RPD's failure to comply with its obligations, SECI is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by SECI within thirty (30) days of receipt of notice in this regard from the RPD to SECI; or		Clause remains unchanged
14	PPA	14.1.1 C	any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by SECI from third party claims arising by reason of a breach by the RPD of any of its obligations under this Agreement,	any direct losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by SECI from third party claims arising by reason of a breach by the RPD (which is solely attributable to any direct action/inaction on part of the RPD) of any of its obligations under this Agreement,		Clause remains unchanged
15	PPA	14.5.1 (i) (b)	(i) the recourse under the Payment Security Mechanism provided in the PPA and PSA, as follows: a) Letter of Credit; (b) State Government Guarantee/ Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government of the Buying Entity, covering security for payment of energy charges, as applicable; (c) Payment Security Fund provided by the Buying Entity, and	(i) the recourse under the Payment Security Mechanism provided in the PPA and PSA, as follows: a) Letter of Credit; (b) State Government Guarantee/ Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government of the Buying Entity, covering security for payment of energy charges, as applicable; or **Bank Gurantee from Nationalised bank covering 6 months of tariff** (c) Payment Security Fund provided by the Buying Entity, and	MUL being a private company will not be providing a State Govt. Guarantee – they should provide alternate guarantee in terms of additional BG covering 6 months of Tariff. This is in addition to the LC to cover default risk.	Clause remains unchanged
16	PPA	13.4.4	After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the RPD and SECI shall have otherwise agreed to the contrary or SECI Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, SECI under intimation to the Buying Entity and the RPD shall, subject to the prior consent of the RPD, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the RPD , or if no offer of novation is made by SECI within the stipulated period, then the RPD may terminate the PPA and at its discretion require Buying Entity to either (i) takeover the RE Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due (on the concerned RE Project) and 110% (one hundred and ten per cent) of the Adjusted Equity (on the concerned RE Project) less Insurance Cover, if any, or, (ii) pay to the RPD , damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the RE Project assets being retained by the RPD	After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the RPD and SECI shall have otherwise agreed to the contrary or SECI Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, SECI under intimation to the Buying Entity and the RPD shall, subject to the prior consent of the RPD, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the RPD , or if no offer of novation is made by SECI within the stipulated period, then the RPD may terminate the PPA and at its discretion require Buying Entity to either (i) takeover the RE Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due (on the concerned RE Project) and 110% (one hundred and ten per cent) of the Adjusted Equity (on the concerned RE Project) less Insurance Cover, if any, **with Non RE Power getting time of 6 months fixed charge to the extent of the share of the Non-RE Power** or, (ii) pay to the RPD , damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the RE Project assets being retained by the RPD **and Non RE Power getting time of 6 months fixed charge to the extent of the share of the Non-RE Power**	There is no remedy for NON-RE Power generator under the PPA when termination occurs due to SECI's event of default – as it buys out only RE power project @ 110% equity + Debt Due. – suggest that in addition Non-RE power should be paid one time 6 months fixed charge to the extent of the share of the Non-RE Power.	Clause remains unchanged
17	PPA	12.2	Relief for Change in Law	Whether the rules prescribed by the Ministry of Power vide notification dated 22.10.2021 will be applicable with respect to relief for change in law or not?		Tender conditions shall prevail.
18	RFS	38.3	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 38.1 and 38.2 above.		We request SECI to kindly confirm: 1) Affiliate consolidated financial capabilities may be considered by Bidder for qualifying the RFP criteria. 2) In case of non availability of FY 2021-22 records, 2020-21 are acceptable.	Only audited standalone Financial Statements of Affiliate will be considered for the purpsoe of meeting the financail eiligibility requirements

19	RFS	4.3	…... In case the Bidder chooses to tie-up with any other source for complementing the RE power supplied from the Project, such tie-up will be limited to a single non-RE power source for each Bidder. The source and quantum of tied up capacity from a non-RE source cannot change during the PPA tenure...		We request SECI to kindly allow: 1) to allow tie up with multiple non-RE Power source suppliers. 2) to allow to change the source and quantum of tied up capacity during the PPA tenure. As considering the fact that, there are many technical advancements going on and expected to increase in upcoming time period. So, developers are allowed to change as per latest available tecchnologies for more reliability and assurance to comply with RFS and PPA provisions.	Clause remains unchanged
20	RFS	4.4 (b)	A non-RE Power generator cannot tie up with more than one Bidder, for the same 'spare capacity' under this RfS. An undertaking to this effect issued by the respective non-RE Power generator shall be required to be submitted by the concerned Bidder, under this RfS.		Kindly confirm that the undertaking required to be furnished at time of PPA signing and not at time of submission of Bid, as it would be difficult to get the same from Non-RE supplier without any assurance / confirmation upon procurment of power from them. SECI may please consider and amend the clause suitably.	Clause remains unchanged
21	RFS	43.2	The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff- hereinafter referred to as "the range"- will be declared as Successful Bidders under the RfS, subject to the following conditions:	The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 5% of the L1 tariff- hereinafter referred to as "the range"- will be declared as Successful Bidders under the RfS, subject to the following conditions:	We request to kindly extend the range of tariff for declaring successful bidder.	Clause remains unchanged
22	RFS	4.2 viii	The RTC configuration will be submitted by the bidder at the time of bid submission, and it shall remain unchanged until the issuance of LoA. The above configuration can be changed within 30 days of issuance of LoA.		We request SECI to kinldy consider the deadline for change in RTC configuration till FC timeline of project. Also, kindly confirm and clarify that developer can change the capacity of Solar and Wind component while keeping the RE component same i.e. if RE component quoted is 200 MW which includes 120 MW Wind and 80 MW solar. Can that be later changed to 100 MW solar and 100 MW wind. Kindly confirm.	Clause remains unchanged
23	RFS	4.3	Further, in case the Bidder chooses not to tie-up with any spare capacity until the bid submission deadline, subsequent tie-up with a spare capacity will not be allowed during the Term of the PPA.		As you are aware that tie up between companies requires is time consuming process which involves proper due diligence, multiple round of negotiations, hence it requires proper time. We request SECI to kindly allow RPDs to change/add tie ups upto financial closure timelines. Although the Non-RE and RE capacities in MWh will be guaranteed by RPDs. Kindly confirm.	Clause remains unchanged
24	RFS	4.3	However, it must be noted that in case the ESS is charged from non-RE power, such ESS will be construed to be the non-RE component.		Kindly clarify and elaborate that if the ESS is charged with a mix of RE and Non-RE power as per requirement to supply RTC power. How the same will be treated.	Clause remains unchanged.
25	RFS	8.1.i	At the time of bid submission, the Bidder is required to submit the proportion of energy from RE source and non-RE source that he wishes to supply in any Contract Year. Accordingly, the Bidder shall submit a percentage of minimum RE supply committed out of the total energy to be supplied in any Contract Year, and such RfS for Selection of RE Power Developers for Supply of 2250 MW of RTC Power complemented with Power from any other source or storage in India (RTC-III) RfS No. SECI/C&P/IPP/13/0004/22-23 Page 16 of 137 percentage will not be less than 51%		As per the tender the RE capacity should be minimum 51% but there is no incentive given for higher RE capacity. Suggested SECI to consider the same in bid tariff calculation.	Clause remains unchanged
26	RFS	8.1.g	It is mandated to make available the plant to the buying utility on a Round-the-Clock basis. The generated energy shall be dispatched through scheduling of power by the buying utility.		If the buying entity schedule the power less than the contracted capacity, RPDs will incur losses for reduced generation. For example, if buying entity schedules power for 50% instead of 100% for few hours, plant has to run at 50% capacity. Please add clause for compensation for this losses.	Clause remains unchanged
27	RFS	8.1.k	The RPD can combine storage for ensuring that it achieves the required minimum annual availability of 90% along with maintaining at least 90% availability on a monthly basis for at least eleven months in a year. However, annually minimum 51% of energy shall be offered from renewable energy sources. This 51% shall also include offer from the storage system, provided RE sources were used to store energy in the storage system.		In similar line to the above query, in case solar and battery is co-located and the battery is charged by both Solar and Grid, how to quantify how much RTC energy is supplied from ESS charged with RE sources?	Such ESS will be construed to be the non-RE component.
28	RFS	8.3	In order to allow optimization of operation of RE and Non-RE Power Generating Systems, the RPD is allowed to supply power from the Non-RE power plant in excess of the Contracted Capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer.		We request SECI to kindly consider: 1) As the RE power may also vary from the forecasted values, the actual generation can be higher or lower than the day ahead scheduled power. In order to optimize and provide the best tariff, request SECI to allow additional power upto 5% of contract power, above which the excess energy can be supplier to third party or power exchange. 2) Please allow RPDs to supply power from RE power plant in excess of the Contracted Capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer.	Clause remains unchanged
29	RFS	21.2	Subsequently, the rated capacity of Non-RE component cannot be changed and the rated capacities of the RE components cannot be decreased during the Term of the PPA. Further, in case of change in the rated capacities of the RE components, the DC/AC ratio shall be maintained identical to the ratio as declared in Format 7.1 of the RfS.		It is requested to keep the DC/AC ratio flexible considering the uncertainties related to Solar and Wind generation and technology advancements in upcoming times. We request SECI to kindly allow the Developers to consider the DC capcacity as per their own design as Developer will be bound to supply/fulfil the committed power/generation criteria under RFS/PPA provisiosn so there is no point of firming up the DC ratio.	Clause remains unchanged
30	RFS	21.2	Subsequently, the rated capacity of Non-RE component cannot be changed and the rated capacities of the RE components cannot be decreased during the Term of the PPA. Further, in case of change in the rated capacities of the RE components, the DC/AC ratio shall be maintained identical to the ratio as declared in Format 7.1 of the RfS.		As Format 7.1 is part of Bid submision and the said clause mentions that rated capacities of the RE components, the DC/AC ratio shall be maintained identical to the ratio as mentioned in the format. However, as you are aware that during the design and detailed engineering there is a possibility that DC capacity may vary considering the optimum design and max. output. In view of that, we request to kindly allow developer to plan DC capacity on its own.	Clause remains unchanged
31	RFS	17	17 Earnest Money Deposit (EMD): Earnest Money Deposit (EMD) of INR 12.26 Lakhs/MW (Rs. 12,26,000/MW) corresponding to the Contracted Capacity quoted by the Bidder		We request SECI to kindly reduce the EMD amount as the amount of EMD is considered on higher side and we request to kinldy amend and reduce it to Rs. 8 Lakh/MW.	Clause remains unchanged
32	RFS	4.2	RE Projects, along with non-RE Projects, are required to be designed for interconnection with the ISTS substation at voltage level of 220kV or above.		Kindly confirm if bidder is allowed to change the declared ISTS SS in Covering letter post award of project and also, if change is project location is allowed post award of project and PPA signing.	Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS.

33	RFS	8.1 (i)	At the time of bid submission, the Bidder is required to submit the proportion of energy from RE source and non-RE source that he wishes to supply in any Contract Year. Accordingly, the Bidder shall submit a percentage of minimum RE supply committed out of the total energy to be supplied in any Contract Year, and such percentage will not be less than 51%.		We request to kindly allow the RPDs to change the project configuration till FC timeline and also allow the RPDs to energy no. to be firmed by end of 3rd year of SCOD We request you to kindly consider.	Clause remains unchanged
34	RFS	8.3	….. The RPD may also sell the power which was offered to SECI/Discom (within Contracted Capacity) but not scheduled by Discom….		In this case if DISCOM / Buying entity doesn't scheuled the power, and RPD not able to arrange the third party in such short window. Than in that case, how the RPD will be compensated for the loss. Or we request that SECI may kindly provide the arrangement that SECI/Buying entity may please declare regarding non-procurement of power atleast 15 days before the event so that RPD can able to plan accordingly.	Refer article 4.10 of PPA.
35	RFS	19.2	Payment Security Deposit		Kindly confirm if GST will be applicable on PSD and also, confirm if the PSD amount is refundable or non-refundable.	GST is not applicable on PSD and PSD amount is non-refundable
36	RFS		Format 7.10		We request SECI to kindly confirm if the details which Bidder will be declare in the Format 7.10 are allowed to change later during project execution or the same will be firmed up at time of Bid submission only.	The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure
37	RFS	4.3	For avoidance of any doubt, it is hereby clarified that ESS, if any, may be constituted as part of the Project or may be tied-up separately with a third party, by the RPD for supply of power.		Kindly confirm if the ESS capacity can be declared / changed post award of project by RPD. Also, kindly confirm if RPD can opt for third party or not at later stage.	No change is allowed in with respect to declared ESS capacity and/or tie-up with thrid party. Thus, Clause remains unchanged
38	RFS	8.1 (i)	…..Accordingly, the Bidder shall submit a percentage of minimum RE supply committed out of the total energy to be supplied in any Contract Year, and such percentage will not be less than 51%.		We request SECI to kindly add provisions under RFS and PPA that, RPDs can increase the RE portion in their offered power over time and decrease the Non-RE contribution. As considering the ongoing technolgoy advancement and shortage in Coal/gas etc, it will be helpful for RPDs to tackle the issues later and to fulfil the Obligations.	Clause remains unchanged
39	RFS	1.8	Power procured by SECI from the above Projects has been provisioned to be sold to the MPSEZ Utilities Limited (MUL), which shall be the Buying Entity under this RfS. SECI shall, at its discretion, be entitled to substitute any entity in other states only for selling the power procured from the selected Bidder.		SECI may please confirm if MUL is firmed up or can be changed at later stage. Also, confirm if MUL as buying entity will procure entire capacity of 2250 MW?	The clause is self explanatory
40	RFS	7.11	The RPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days of issuance of LoAs, and shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application.	The RPDs will be required to apply for connectivity at the identified substation, as mentioned in the Covering Letter (Format 7.1), within 30 days of issuance of **PPAs**, and shall furnish copies of the application, complete in all respect, to SECI within 15 days of date of filing of application.	Connectivity approvals are proposed to be converted into the GNA approvals. Since GNA combine the Connectivity and LTA, there will be no separate opportunity to apply for LTA application, which we usually submit post signing of PPA. any delay in signing PPA will extend the SCOD but the GNA start date will be firmed with the start date of connectivity. This will lead to levy of transmission charges upon generator despite the commissioning within the SCOD.	Clause remains unchanged
41	RFS	4.3	The "source" here refers to the "technology" of the non-RE power component, and not the "entity" owning such non-RE component. Thus, while the "source" of the non-RE power (i.e. coal/gas etc.) will remain unchanged during the PPA period, the entity owning such power plant may be changed, keeping the quantum of tie-up of non RE power unchanged.	Please mention explicitly that the Power Plant(s) / Units of similar technology can be change under alternative supply arrangement..	Particular Power Plant(s) / Unit(s) may not be able to supply due to maintenance, outage or any other region, RPD should be allowed to arrange /source the non-RE power from the similar source.	Clause remains unchanged
42	RFS	General	N.A.	In addition to BESS and PHP systems, RPDs should be free to use hydro technology be tied-up with RE power to be used as an ESS. Further, Considering higher gestation period of Hydro Project, RPDs is free to plan the supply from a Hydro Project at a later date, while keeping its supply obligations under the PPA alive. However change in source/ inclusion of Hydro Power at a later date should not be considered as a reason for non-compliance of its obligations.	Hydro technology has a higher gestation period than SCOD, therefore please allow hydro to be introduced at a later stage	Tender conditions shall prevail.
43	RFS	General	N.A.	Following is requested - Either peak hours be fixed or the design construct be allowed to be changed in case of change in peak hours. Also, please consider 'change in peak hours' as a 'change in law' event and any impact due to additional capital investment should be pass through under change in law.	If peak hours are changed then the project construct will have to be redesigned to meet the demand corresponding to new peak hours, which will require both more time and additional expenses on the RPD's end.	Tender condition shall prevail.
44	RFS		Peak Hours shall be fixed four hours from xx:xx Hrs to yy:yy Hrs in a day declared by the corresponding RLDCs …..	If a fixed peak hours is given then required configuration of RE and Non-RE Sources and tariff derived can be more realistic.		Clause remains unchanged
45	RFS	5.1	A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 250 MW and a maximum quantum of 2250 MW, in the prescribed formats.	A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of ***50 MW*** and a maximum quantum of 2250 MW, in the prescribed formats.	Kindly permit minimum Bid capacity to be 50 MW, considering the limited availability of land and connectivity options.	Clause remains unchanged
46	RFS	17.1	Earnest Money Deposit (EMD) of INR 12.26 Lakhs/MW (Rs. 12,26,000/MW) corresponding to the Contracted Capacity quoted by the Bidder, in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which, the bid shall be summarily rejected.	Earnest Money Deposit (EMD) of INR 12.26 Lakhs/MW (Rs. 12,26,000/MW) corresponding to the Contracted Capacity quoted by the Bidder, in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder ***/ Parent Company / Affiliate (whose financial credentials are used in case the bid is submitted by an SPV)*** along with their bid, failing which, the bid shall be summarily rejected.	Kindly allow the EMD to be submitted by the Parent company whose credentials are used by the SPV to bid in the project	EMD needs to be submitted by the Bidder only
47	RFS	19.1	The Selected Bidder shall have to pay INR 1.00 Lakh/ MW + 18% GST, corresponding to the Contracted Capacity awarded, to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, pre-commissioning and commissioning expense.	The ***RPD (Selected Bidder or the SPV formed by selected bidder for setting up the project and executing the PPA with SECI)*** shall have to pay INR 1.00 Lakh/ MW + 18% GST, corresponding to the Contracted Capacity awarded, to SECI towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, pre-commissioning and commissioning expense.	As per current tender condition RPD (Successful Bidder or the SPV of the Successful Bidder) shall submit the success charge. We would request you to amend this clause accordingly to bring more clarity to this .	Clause remains unchanged
48	RFS	21.2	The RPD shall provide the configuration of the Project, i.e. the break-up of the Contracted Capacity quoted, in the Covering Letter (Format 7.1), which shall remain unchanged until issuance of LoA.	RE components may kindly be allowed to be altered. Bidder may be asked to only specify RE and Non-RE ratio and not the RE- break-up.	As only upon actual site selection, the Wind and Solar generation profiles will be known and optimization of capacity mix can be done.	Clause remains unchanged
49	RFS	21.2	The RPD shall provide the configuration of the Project, i.e. the break-up of the Contracted Capacity quoted, in the Covering Letter (Format 7.1), which shall remain unchanged until issuance of LoA.	Will the developer be allowed to increase or add the RE component (if he had mentioned only one RE component) after signing of PPA? If yes, will the PPA be amended accordingly?	As RFS allows developer to increase the RE component rated capacity but not decrease, so it can be allowed.	No change in PPA is allowed against the enhancement of RE capacity. Enhancement of RE capacity is allowed as per relevent RfS Clause. The PPA will be amended accordingly.
50	RFS	Format 7.1	ESS capacity	Can bidder specify ESS as Nil and later include ESS for supplying RE capacity?	As only upon actual site selection, generation profile will be known and only then battery requirement and capacity can be accurately estimated?	Not allowed under this RfS.
51	RFS	8.1 a	The RPD shall install, operate and maintain the Project to supply RE Power complemented with dispatchable Power from any other source or storage, in Round-The-Clock manner, keeping at least 90% availability annually, along with maintaining at least 90% availability on a monthly basis for at least eleven (11) months in a year	Can the minimum availability be reduced to 80% or 85% on both annual and monthly basis for 11 months?	As 90% availability requirement from a pure RE based project is leading to huge oversizing. A lower availability requirement shall require less oversizing and power curtailment if bidder wishes to go only for RE components and competitive tariffs.	Clause remains unchanged

52	RFS	1.10	Already commissioned RE projects cannot be considered under this RfS. RE Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement of, or adding extra capacity to already commissioned Projects, irrespective of their capacities, will not be considered as eligible Project under this RfS.	Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will also be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.		Clause remains unchanged
53	RFS	4.2 (viii)	The RTC configuration will be submitted by the bidder at the time of bid submission and can be changed within 30 days of issuance of LOA. The above configuration can be changed within 30 days of issuance of LoA.	The RTC configuration will be submitted by the bidder at the time of bid submission and can be changed until Financial Closure is achieved.		Clause remains unchanged
54	RFS	4.2 (viii)	In case the rated capacities of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD.	This clause will be updated in line with GNA regulations as applicable		The clause is self explanatory
55	RFS	8.1 (a)	The RPD shall install, operate and maintain the Project to supply RE Power complemented with dispatchable Power from any other source or storage, in Round-The-Clock manner, keeping at least 90% availability annually, along with maintaining at least 90% availability on a monthly basis for at least eleven (11) months in a year and also at least 90% Availability during the Peak Hours	In order to maintain the availability of 90% particularly in peak hours, we hereby request to kindly allow 15% of energy can be purchased from Open Market RE or Non RE as per declared capacity for initial 5 years. So that bidder can enhance its project capacity if required.		Clause remains unchanged
56	RFS	8.1 C	Peak hours will be four hours out of 24 hours as declared by the corresponding RLDC(s) of the respective Buying Entity(ies) as per relevant CERC regulations.	As the project capacity can be designed considering prevailing peak hours. Also considering long 25 years PPA tenure, we request you to either fix the peak hours or atleast intimate the peak hours one year in advance for better planning or allow purchase of power from open market to avoid high penalties.		Clause remains unchanged
57	RFS	16	The RPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the RPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.	RPD shall apply on all necessary approvals only once the land for the project has been secured		Clause remains unchanged
58	RFS	21.2	Further, in case of change in the rated capacities of the RE components, the DC/AC ratio shall be maintained identical to the ratio as declared in Format 7.1 of the RfS.	We hereby request to kindly remove this condition, with the improving technology and high wattage modules in the future, maintaining same DC/AC ratio will not be beneficial. Further, bidder has to maintain the 90% availability as per RFS/PPA terms & conditions, so maintained same DC/AC ratio will not be required		Clause remains unchanged
59	RFS	25.5	In case of Project being executed through SPVs: The Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA shall not fall below 51% at any time prior to 02 (two) years from the COD, except with the prior approval of SECI	Request to allow change in shareholding after 1 year from COD in line with other SECI tenders		Clause remains unchanged
60	RFS	45.19	"EFFECTIVE DATE" shall mean the date as on 60 th day from the date of issuance of Letter of Award (LoA), or any other date as applicable, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties.	We request SECI to change it to 60^{th} day from LOA or date of signing of PPA or any other date as appliable whichever is later		Suitable amendments are being issued.
61	RFS	45.33	(…) Further, the ESS offered with a project under this RfS should only be charged from RE power capacity.	Kindly clarify can we consider ESS charged from Non RE power from Open Market as Non RE component in this RFS as per clause 4.3.		ESS cannot be charged from non-RE source.
62	RFS	4.2 viii	The RTC configuration will be submitted by the bidder at the time of bid submission, and it shall remain unchanged until the issuance of LoA. The above configuration can be changed within 30 days of issuance of LoA. Subsequently, the rated capacity of non-RE component cannot be changed and the rated capacities of the RE components cannot be decreased during the Term of the PPA. In case the rated capacities of the RE components are increased subsequent to the above deadline, applicable charges and losses on power evacuated from the additional RE capacity, as per the applicable regulations, will be borne by the RPD.		Clause 4.2 allows for a change in RE configuration within 30 days of issuance of LoA. Clarification is requested from SECI on if the percentage of RE supply in the overall supply can be changed within this time frame.	Only change in RE configuration is allowed subject to keeping the RE/Non-RE supply ratio unchanged to the value as committed at the time of bid submission. Actual supply of RE power more than the ratio indicated above is allowed subject to RFS and PPA condition.
63	RFS	1.8			Currently the designated buying entity is MUL. So a RE configuration designed with this buying entity might not suit the needs of other buying entities. This exposes the developers to penalties from non-compliance to peak hour availability. So, Requesting SECI to define the peak hours during which a higher availability has to be ensured.	Tender conditions shall prevail.
64	RFS	8.3			SPD can sell power that is unscheduled by the developer in the marketplace, which exposes SPD to market risk. So, requesting SECI to consider compensation to SPD for the generation which is unscheduled, in case the market discovered the tariff is lower than the PPA tariff	Refer Article 2.8.5 of PSA.
65	RFS	10.2			commissioned capacities that are not eligible for consideration under Part-commissioning can export power to 3rd parties, subject to the first right of refusal from buying entity and the second right of refusal from SECI. However, if the Buying entity/SECI decides to buy this power, 50% of the PPA tariff is payable. As the minimum bid size is 250 MW, it is difficult to commission capacities to meet the part-commissioning criteria, and therefore SECI to consider a higher tariff for generation from such capacities or allow SPDs to sell this energy in the market till SCOD	Clause remains unchanged
66	RFS	4.3			In case the SPD is tying up with ESS and charging it with Non-RE component then also the SPD's option of tie-up with a Non-RE component will be Open. Please Confirm.	ESS cannot be charged from non-RE source.
67	RFS	8.3			The clause talks about selling of excess Non-RE power to 3rd party without requiring NOC. Please clarify whether RPD can sell the excess RE generation also to 3rd party without requiring NOC from procurer.	In line with clause 10.2 of RfS, first right of refusal for such power shall vest with Buying Entity, and if agreed by Buying Entity, power procurement from such component will be undertaken 50% of the Applicable Tariff as per PPA. In case the same is procured through SECI, trading margin of 7 paise/unit will be applicable on such power procurement
68	RFS	8.1.c	Peak hours will be four hours out of 24 hours as declared by the corresponding RLDC(s) of the respective Buying Entity(ies) as per relevant CERC regulations. For avoidance of doubt, in case of a Project being mapped to more than one Buying Entity falling under different RLDCs having separate hours designated as "Peak hours", the RPD shall have to meet the energy supply criteria for the sum of the peak hours in line with the provisions of the RfS/PPA. Illustration to this effect is provided in the PPA. In case of the power being re-mapped /diverted to some other buying entities / DISCOMs, the RPD will have to comply with the peak hour supply requirement for that RLDC under which new Buying Entities / DISCOM is. In case of change in Peak hours as notified by the RLDCs, same will have to be complied by the RPD.	Peak hours will be four hours out of 24 hours as declared by the corresponding RLDC(s) of the respective Buying Entity(ies) as per relevant CERC regulations. For avoidance of doubt, in case of a Project being mapped to more than one Buying Entity falling under different RLDCs having separate hours designated as "Peak hours", the RPD shall have to meet the energy supply criteria for the sum of the peak hours in line with the provisions of the RfS/PPA. Illustration to this effect is provided in the PPA. In case of the power being re-mapped /diverted to some other buying entities / DISCOMs, the RPD will have to comply with the peak hour supply requirement for that RLDC under which new Buying Entities / DISCOM is. In case of change in Peak hours as notified by the RLDCs, same will have to be complied by the RPD. **RPD will be allowed to change in configuration accrodingly**	Any change in peak hours as notified by RLDC during the Bid time, may have bearing in the configuration. In case of any change subequent to bid, Developer should be allowed to change the configuration accordingly	Clause remains unchanged
69	RFS	8.2 a and b	a) Subsequent to commissioning of the Project, if for any Contract Year, in case the Project Availability is less than 90% on an annual basis along with 90% availability on a monthly basis for at least 11 months in a year and/or during the Peak Hours on an annual basis, for reasons attributable to the RPD, such shortfall in performance shall make the RPD liable to pay the liquidated damages provided in the PSA (Power Sale Agreement) as payable by SECI to Buying Entity(ies) and shall duly pay such damages to SECI to enable SECI to remit the amount to Buying Entity(ies). These RfS for Selection of RE Power Developers for Supply of 2250 MW of RTC Power complemented with Power from any other source or storage in India (RTC-III) RfS No. SECI/C&P/IPP/13/0004/22-23 Page 17 of 137 damages shall be applied to the amount of shortfall in generation during the Contract Year	a) Subsequent to commissioning of the Project, if for any Contract Year, in case the Project Availability is less than 8**0%** on an annual basis along with 90% availability on a monthly basis for at least 11 months in a year and/or during the Peak Hours on an annual basis, for reasons attributable to the RPD, such shortfall in performance shall make the RPD liable to pay the liquidated damages provided in the PSA (Power Sale Agreement) as payable by SECI to Buying Entity(ies) and shall duly pay such damages to SECI to enable SECI to remit the amount to Buying Entity(ies). These RfS for Selection of RE Power Developers for Supply of 2250 MW of RTC Power complemented with Power from any other source or storage in India (RTC-III) RfS No. SECI/C&P/IPP/13/0004/22-23 Page 17 of 137 damages shall be applied to the amount of shortfall in generation during the Contract Year	As RPD is already penalised by not being able to recover its costs due to loss in generation below 85%(as proposed by us) /90% , there should be a dead band of 5% to provided where there would not be any penalty. Therefore penalty to be imposed at 80% or 85% as the case may be. This structure is standard in many long term PPAs.	Clause remains unchanged

70	**RFS**	**8.2.d**	For the purpose of meeting the minimum Availability criteria on monthly basis, energy reconciliation will be carried out on monthly basis, along with the annual energy reconciliation. While calculating the annual shortfall in generation, the difference between the minimum annual quantum of RE committed at the time of bid submission (A) and the actual energy supplied from RE in a particular year (S) will be compared with the difference between the minimum annual quantum of RE calculated (R) based on the ratio submitted by the bidder as per Cl. 8.1.h. above, considering the annual availability offered by the RPD in the particular Contract Year, and the actual energy supplied from RE in that year (S). The higher of the two differences, namely (A-S) and (R-S) will be considered for levying the compensation on account of shortfall in generation.	For the purpose of meeting the minimum Availability criteria on monthly basis, energy reconciliation will be carried out on monthly basis, along with the annual energy reconciliation. While calculating the annual shortfall in generation, the difference between the minimum annual quantum of RE committed at the time of bid submission (A) and the actual energy supplied from RE in a particular year (S) will be compared with the difference between the minimum annual quantum of RE calculated (R) based on the ratio submitted by the bidder as per **Cl. 8.1.i.** above, considering the annual availability offered by the RPD in the particular Contract Year, and the actual energy supplied from RE in that year (S). ~~The higher of the two differences, namely (A-S) and (R-S) will be considered for levying the compensation on account of shortfall in generation.~~	Clause refered seems incorrect. It should be Cl.8.1.i. Compensation should be levied only after Reconcilation on annual basis and not on monthly basis	Clause remains unchanged
71	**RFS**	**17.1**	Earnest Money Deposit (EMD) of INR 12.26 Lakhs/MW (Rs. 12,26,000/MW) corresponding to the Contracted Capacity quoted by the Bidder, in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which, the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.	Earnest Money Deposit (EMD) of **INR 7.4 lakhs/MW (Rs. 7,40,000/MW)** corresponding to the Contracted Capacity quoted by the Bidder, in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which, the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.	In line with Rs 7.4 lacs/MW notified in the most recent BESS tender floated by SECI. In addition guide line for Tariff based competitive Bidding process for procurement of RTC power from Grid Connected Renewable Energy Power Projects , complemented with Power from coal Based Thermal power projects issued by Ministry of POwer stiplutaes that EMD should not be more than 2% of estimated capital cost of RE power project. considering Rs. 3.5/4 crs megawat of capex for RE Power project, Rs 7.4 Lacs would be in line with this requirement.	Clause remains unchanged
72	**RFS**	**19.2**	Payment Security Deposit: Prior to declaration of commissioning of first part capacity of the Project, the RPD shall furnish a Payment Security Deposit (PSD) @ Rs. 5 lakh/MW corresponding to the Contracted Capacity, to SECI through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by SECI at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.	This provision may be deleted. Alternately may change to "Payment Security Deposit: Prior to declaration of commissioning of first part capacity of the Project, the RPD shall furnish a Payment Security Deposit (PSD) @ Rs. 5 lakh/MW corresponding to the Contracted Capacity, to SECI through DD/NEFT/RTGS **or in the form of a Bank Guarantee**. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by SECI at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage."	Payment Security from the RPD is not envisgaed under Guide line for RTC bids by MOP.	Clause remains unchanged
73	**RFS**	**21.2**	Subsequently, the rated capacity of Non-RE component cannot be changed and the rated capacities of the RE components cannot be decreased during the Term of the PPA. Further, in case of change in the rated capacities of the RE components, the DC/AC ratio shall be maintained identical to the ratio as declared in Format 7.1 of the Rf	suggest to allow supply from altrenate sources in case of shortfall in power either from RE Power or Non-RE Power, subject to that the stiplulations regarding 51% supply from RE Power is maintained.	This will provide flexibility to RPD to mitigate its losses, as also it will benefit the buyer by getting requisite power . May the in entire life of the PPA it would be restricted to maximum of 2 years continuus or discontinuous.	Clause remains unchanged
74	**RFS**	**21.9**	iii. For avoidance of doubt, it is clarified that in case of tie-up with a coal based thermal power plant, the nature of coal (domestic/imported) will not be allowed to be changed subsequent to bid submission deadline.	Suggest to allow a fixed % age like 10-15% of imported coal can be blended with the domestic coal when there is a shortfall in supply from the domestic linkage sources. Evaluation can be done using weighted average index for both domestic and imported coal. Similary payment can be made based on the weighted average index subject to actual %age of imported coal or fixed %age allowed under the tender which ever is lower.	As we all are aware CIL subsidiaries are not able to supply full quota of coal quantity under the FSAs , resulting the generators are forced to buy coal from imported sources to meet this shortfall , so as to service the long term PPAs . Therefore a certain %age say maximum of upto 10-15% of blending with imported coal may be allowed with full cost recovery from the procurer.	Clause remains unchanged
75	**RFS**	**42.4 (iii)**	While filing the values of “A” and “B” in the tariff matrix, it is to be noted that the value of “A” or “B” in any particular year shall be greater than or equal to the respective value of “A” or “B” in the immediately previous year.	• We need to have flexibility to quote different tariffs in different years. • The ratio of minimum to maximum fixed tariff quoted for any year should be allowed at 0.8 (instead of 1.0 currently taken).	• Our plant was commissioned 5 years back. There is a front loaded loan repayment schedule for the debt funding on the project. It is important for us to have matching cashflow to repay this loan without any default. This requires a flexibility to quote different tariffs in different years which could be more during the loan repayment period and lesser post that. • To avoid front loading or back loading, the Case-I bidding documents from CERC allowed quoting fixed tariff considering the ratio of minimum to maximum tariffs at 0.7 or above. Similar principle can be adopted here as well. • Since the tariff computation is being evaluated based on levelised tariff and hence there is no challenge for SECI to consider this request.	Clause remains unchanged
76	**RFS**	**6.1**	RTC components can be connected with ISTS network at different ISTS sub stations.	RTC Component installation should be restricted to install within a single RLDC region instead of Multiple RLDCs	Multiple RLDCs option is increasing the complexity in the bid from the operational perspective. It is imperative to have this bid simple to have successful award and undisputed operation of the projects over the long term period without the need of having so many interconnection points which lead to idling of the Transmission infrastructure.	Clause remains unchanged
77	**RFS**	**21.9**	Applicable Tariff	Respective escalations on the two variable tariff components of the non-RE supply should be made pass through from the date of bid submission.	• For last three years there is barely any escalation on the coal prices. It is not possible to predict the possible escalations on the fuel over the next three years period to quote the variable tariff as on the date of SCD. • To take such assumption, bidders might take conservative approach despite that there might not be any escalation on fuel for next few years. This would lead to increase in quoted tariff with no additional benefit to the power procurer/SECI. • Since the bid evaluation is on the levelised tariff basis and hence there should not be any difference if the escalation rates during the construction period are made pass through.	Clause remains unchanged
78	**RFS**	**8.2 (a)**	Penalty on not meeting the availaibility	1. PPA Termination provision should be maintained in the RFS in case of not meeting the Minimum Availability for two consecutive years. 2. the penalty during peak hours should be increased so as to provide adequate compensation to Discom /Buyer. 3. As there is no fixed tariff and the escalation rates are applicable, it is proposed that calculation may be done on average monthly tariff.	1. The purpose of this project is to have availability of RTC power and not to earn penalties. The tariff to be quoted here would be a delusional tariff as it is possible to design the system at 80% availability (instead of 90%) by increasing the quoted tariff. This will lead to gaming by the bidders. Therefore it is important to have termination. It may be possible to reduce the availability percentage to 80% for two consecutive years for termination purpose. 2. Penalty equal to fixed tariff during peak hours will not compensate discom/buyer for unavailability of the proposed supply during the peak hours. As per prevailing market tariffs, the difference in highest and lowest tariffs during the Day Ahead Market has been as high as Rs. 8.0/kWh. The Discom should receive the constant supply of Power without having a need to buy the shortfall on short notices from alternative sources.	Clause remains unchanged
79	**RFS**	**17**	EMD	1. Reduction of EMD amount to INR 2 Lakhs and the provision of submitting a letter of undertaking issued by either IREDA or PFCL or REC Limited may be removed. 2. The validity of EMD may also be reduced to 6 months.	The current EMD amount and the provision to get letter of undertaking from IREDA or PFCL or REC Limited may hamper the level playing field and may become a hurdle for the smaller organisation to participate in the bid process. Thus, in the interest of healthy competition and providing equal opportunity to all the organisations, it is requested to kindly accept the proposed modification.	Clause remains unchanged
80	**RFS**	**21.9 (vii)**	Applicable Tariff	What would be the tariff paid to non-RE generator if it supplies more power than committed to compensate for shortfall from RE to meet the minimum availability?	If non-RE does not supply power than RPD would attract penalty equal to RE power and if it supplies power than non-RE power is under paid. Therefore RPD does not have an incentive to supply peak power or to cover up its shortfall in RE supply. Therefore request you to kindly clarify on this issue.	Clause remains unchanged
81	**RFS**	**4.4**	Tying up with Non-RE Power Projects		In case of hybrid projects, it is allowed to take LTA from multiple locations till the time total power supplied at any point of time is not more than contracted capacity. However such provision is not available for RTC power wherein non-RE supplier may also be a part. Request you to please provide clarification on the same.	Tender Condition shall prevail

82	**RFS**	**43.2**	Selection of successful bidders	It is proposed that the provision of 'range' (L1 tariff + 2% of the L1 tariff) may be removed. Further, everyone may be kept in the bucket filling.	In interest of eliminating any foul play, and keeping up with the practice of healthy competition, it is requested that the provision of 'range' from the selection procedure of the successful bidder may be removed and everryone may be kept in the bucket filling process.	Clause remains unchanged
83	**RFS**	**38**	Financial Eligibility Criteria	Consider accounts of FY 2020-21	As the accounts for the FY 2021-2022 are not signed. It is humbly requested to consider the accounts from FY 2020-2021.	With passage of the deadline of 30.09.2022, it is estimated that Audited Financial Statements for FY 2021-22 would be available with all the entities. However, tender document already contains the relevant provisions to consider the Annual Accounts of FY 2020-21.
84	**RFS**	**18**	PBG	Reduction of PBG amount to INR 5 Lakhs.		Clause remains unchanged
85	**RFS**	**31**	Validity of Bid	It is proposed that the bid validity may be reduced to 4 months.	As the sights for wind projects do not remain available for long term, the sight might become unavailable if bid doesn't closes soon.	Clause remains unchanged
86		**New**			We would like to understand whether SECI is obligated under the RfP to offtake the entire energy offered (within the contracted capacity) from RE sources.	Obligations towards procurement of power by SECI/Buying Entity are clearly brouoght out in the PPA, PSA and RfS.