

SOLAR ENERGY CORPORATION OF INDIA LIMITED

New Delhi

RfS No. SECI/C&P/WPD/1200MW/T11/RfS/052021

Dated: 28.06.2021

Clarifications to The queries on The RfS for Selection of Wind Power Developers for Setting up of 1200 MW ISTS-connected Wind Power Projects in India under Tariff-Based Competitive Bidding (Tranche-XI)
(RfS No. SECI/C&P/WPD/1200MW/T11/RfS/052021 dated 25.05.2021)

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	7.2	Designated Delivery Points: It may be noted that although selection of location of The Projects is under The scope of The Bidder/WPD, in order to align Project installation with augmentation of The necessary transmission and evacuation infrastructure, choice of The Delivery Point(s) for The Project(s) shall be limited to The following list of substations: 400/230 kV in Karur, Tamil Nadu. 400/220 kV in Gadag, Karnataka 440/220 kV in Koppal, Karnataka 400/220 kV in Rajgarh, Madhya Pradesh 400/220 kV in Kallam, Maharashtra 400/230 kV in Tuticorin (Tuticorin-II), Tamil Nadu 400/220 kV in Palakkad, Kerala	The restriction of The mentioned substations as The designated delivery points should be removed and The bidders should be allowed to select any substation of Their choice.	We understand that The intent of restricting The selection of substations as per The mentioned list in The previous wind tenders was to promote participation in The planned substations by CEA and CTU. Pursuant to SECI IX and X bids, at most of The substations, threshold quantum of LTA has been already secured. In view of The above, it is requested that The restriction of selecting The substations from The mentioned list be removed. This will result into better participation in The tender and discovery of more competitive tariffs.	RfS Conditions shall prevail.
2	RfS	22.1	Financial Closure: The Projects shall achieve Financial Closure within 07 (seven) months from The Effective Date of The PPA (for e.g. if Effective Date of The PPA is 07.07.2021, Then scheduled Financial Closure date shall be 07.02.2022).	Financial Closure: The Projects shall achieve Financial Closure within 12 (twelve) months from The Effective Date of The PPA (for e.g. if Effective Date of The PPA is 07.07.2021, Then scheduled Financial Closure date shall be 07.02.2022).	Considering The current volatile business environment due to Covid 19, it is requested to provide 12 months from effective PPA date for financial closure for The bidder's comfort. This might also lead to higher competition in The tender as well and hence a win-win situation for The bidders as well as SECI. The same is also in line with The provisions of recently concluded Tranche IX blended wind tender.	RfS Conditions shall prevail.
3	PPA	1.1	Due Date: Due Date shall mean The seventy-fifth (75th) 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	Request SECI to change The due date timeline to 45 days	tThe current due date of 75 days will mean a very long recievable cycle for The bidders. Also, The processes of invoicing take about 4-5 days effectively increasing The working capital cycle of WPD to almost 80 days. This is not a desirable scenario for The WPD and reducing this cycle will enable The IPP to provide more competitive tariffs. tAlso, as per The 10.3.5 (b) Clause of PPA, "Any payments made after ten (10) days of The date of presentation of Bill through hard copy up to The Due Date shall be allowed a rebate of 1 %.". Such due date of 75 days for rebate purpose would also prove to be detrimental to The bidders and this will definitely result in an increase in tariffs quoted by The bidders to account for The same tWe would like to submit that The latest MoP circular on Late Payment Surcharge Rules (2021) issued on 22nd February 2021 also consider a due date of 45 days. We request you to keep The due date proviso consistent with The MoP circular. FurTher, earlier SECI IX and X tenders also had a due date of 45 days. in view of all of The above, it is requested that The due date should atleast be restored to The 45 days timeline.	The clause has been suitably modified. Please refer to Amendment-01
4	RfS	46.19 21.5	CI 46.19: "EFFECTIVE DATE" shall be 01.04.2021 or in case of delay in signing of PPA attributable to SECI, The actual date of signing of PPA, whichever is later, and which shall be indicated in The Power Purchase Agreement (PPA) executed by both The parties CI 25.1: Effective Date of The PPA shall be The date as on 60 days from The date of issue of LoA, irrespective of The date of signing of PPA. In extraordinary cases of unavoidable delay on The part of SECI in signing The PPAs, The effective date of PPA shall be The date of signing of PPA	"EFFECTIVE DATE" shall be The actual date of signing of PPA, and which shall be indicated in The Power Purchase Agreement (PPA) executed by both The parties	The effective date mentioned in CI 46.19 (01.04.2021) is a date previous to even The release of The RfS and seems to be an error. Request to modify The same and it should be The date of The signing of The PPA. Also, different effective date timelines are mentioned in CI 46.19 and CI. 25.1 Thereby creating confusion. Request SECI to align The same and mention one clear effective date which we propose should be The date of signing of PPA.	RfS Conditions shall prevail.
5	PPA	10.5.2	If The SECI disputes The amount payable under a Monthly Bill or a Supplementary Bill, as The case may be, it shall pay 50% of The invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice...	Request to modify as follows: "If The SECI disputes The amount payable under a Monthly Bill or a Supplementary Bill, as The case may be, it shall pay The undisputed invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice..."	It is suggested that SECI should not limit The payment to 50% of The invoice amount as logically, SECI should pay The entire undisputed amount and should hold back only The disputed amount.	RfS Conditions shall prevail.

6	RfS	18.1	Performance Bank Guarantee: Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 12 Lakh/ MW/Project by The date at least 07 days prior to signing of PPA (PPA signing date to be intimated by SECI).	Performance Bank Guarantee: Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value @ INR 6 Lakh/ MW/Project by The date at least 07 days prior to signing of PPA (PPA signing date to be intimated by SECI).	Ministry of Finance vide its office memorandum dated 12th Nov, 2020 has directed to reduce Performance Security from existing 5-10% to 3% of The value of The contract for all tenders/ contracts issued/ concluded till 31 .12.2021. As this tender also falls within The same category, request SECI to reduce The PBG amount accordingly.	Requisite PBG amount is well within revised limits. The RfS Condition shall prevail.
7	PPA	3.4.1	SECI shall return / release The Performance Bank Guarantee/ Payment on Order Instrument immediately after The successful Commissioning of The Project		Request SECI to specify as to within how many days The PBG will be returned to WPD after successful commissioning.	Original Clause remains unchanged
8	PPA	4.4.2	In The event The offer of The WPD is not accepted by SECI within The said period of 30 days, such right shall cease to exist and The WPD shall, at its sole discretion, may sell such excess power to any third party.		If we are allowed to sell excess power to third party, request that standing instructions be given by SECI to DISCOM to readily give approval for such requirements without any delay.	The PPA Condition shall prevail.
9	PPA	5.1.8	Early Commissioning - COD of The Project under The PPA will be declared from The date of commencement of procurement of energy from The Project by SECI.	Early Commissioning -COD of The project shall mean as The actual date of commissioning of The project as declared by The Commissioning Committee constituted by SNA/SECI.	COD of The project cannot be declared from procurement of energy by SECI. COD of The project should be from commissioning of The project as declared by The Commissioning Committee constituted by SNA/SECI.	In case SECI does not agree to purchase such energy, early part/full commissioning of The Project shall still be allowed and The WPD will be free to sell such energy to a third party; subject to operationalization of LTA, until SCD or The date of commencement of procurement of power from The Project as notified by SECI, whichever is earlier. COD of The Project under The PPA will be declared from The date of commencement of procurement of energy from The Project by SECI.
10	PPA	10.2.1	The WPD shall issue to SECI hard copy of a signed Monthly Bill/Supplementary Bill for The immediately preceding Month/relevant period based on The issuance of Energy Accounts along with all relevant documents (payments made by WPD for drawal of power, payment of reactive energy charges, Metering charges or any oTher charges as per guidelines of SERC/CERC, if applicable.	The WPD shall issue to Buyer a signed Monthly Bill for The immediately preceding Month after issuance of REA of The Applicable Month.	Payments for drawal of power, payment of reactive energy charges, Metering charges or any oTher charges as per guidelines of SERC/CERC, if applicable, should be responsibility of WPD. These charges should be billed separately and not be a part of energy invoice	The PPA Condition shall prevail.
11	PPA	10.3.3	Late Payment Surcharge -The above payment will be made by SECI subject to such late payment surcharge being duly received by SECI under The PSA from The Buying Entity(ies).....	Late Payment Surcharge -The above payment will be made by SECI irrespective of such late payment surcharge received by SECI under The PSA from The Buying Entity(ies).....	SECI can not link payment of LPS claim by WPD with payment realisation from Buying Utility. Request SECI to consider paying LPS to WPD irrespective of wheTher SECI receives The LPS from buying entities or not.	The PPA Condition shall prevail.
12	PPA	10.3.4.	.....However, payment against The 1st such bill raised by The WPD, will be made subject to acceptance of The bill by The Discom.	should be deleted	Once Discoms agrees to offtake power from WPD, payment of all invoices including 1st Bill is also responsibility of SECI. It can not be linked with furTher acceptance by Discom.	The PPA Condition shall prevail.
13	PPA	10.3.5	c) For The above purpose, The date of presentation of Bill shall be The next Business Day of delivery of The physical copy of The Bill at SECI..	c) For The above purpose date of presentation of bill shall be The same day of delivery in hard copy.	Submission of physical copy of invoice should be considered as presentation of Bill.	The PPA Condition shall prevail.
14	PPA	10.3.5	..... For The above purpose date of presentation of bill shall be The same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.	..... For The above purpose date of presentation of bill and consideration of Rebate shall be The same day of delivery in hard copy.	Rebate calculation shall be from The day of presentation of bill in hard copy.	The PPA Condition shall prevail.
15	PPA	10.5.1	If The SECI does not dispute a Monthly Bill or a Supplementary Bill raised by The WPD within thirty (30) days of receiving such Bill shall be taken as conclusive.	If The Buyer does not dispute a Monthly Bill or a Supplementary Bill raised by The WPD within fifteen (15) days of receiving such Bill shall be taken as conclusive.	30 days period to dispute a bill is very high time. It should be 15 days in line with PPAs of earlier tranches.	The PPA Condition shall prevail.
16	PPA	10.5.2	If The SECI disputes The amount payable under a Monthly Bill or a Supplementary Bill, as The case may be, it shall pay 50% of The invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice.....	If The Buyer disputes The amount payable under a Monthly Bill or a Supplementary Bill, as The case may be, it shall pay 50% of The invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice.....	30 days period to dispute a bill is very high time. It should be 15 days in line with PPAs of earlier tranches.	The PPA Condition shall prevail.
17	RIS	Clause 7.2	Designated Delivery Points: It may be noted that although selection of location of The Projects is under The scope of The Bidder/WPD...(i) Bids containing substations oTher than those from The above list will be rejected.	Designated Delivery Points: It may be noted that although selection of location of The Projects is under The scope of The Bidder/WPD...(i) Bids containing substations oTher than those from The above list will be rejected.	It is suggested that The WPDs shall be given liberty to choose The substation on Their own and The options should not be limited to The list as provided, which would severely effect The ability of The WPD to bid at a competitive tariff.	The RIS Condition shall prevail.
18	RIS	Clause 7.9	The WPD shall be required to follow The detailed Connectivity Procedure as issued by CERC on 15.05.2018 and amended from time to time. The WPDs will be required to apply for connectivity at The identified substations within 30 days of issuance of LoAs, and shall furnish copies of The application as well as granted connectivity, to SECI at The earliest.... The LTA shall be applied for by The WPD within 30 days of signing of PSA, and intimation of The same by SECI to The WPD.	The WPD shall be required to follow The detailed Connectivity Procedure as issued by CERC on 15.05.2018 and amended from time to time. The WPDs will be required to apply for connectivity at The earliest, and shall furnish copies of The application as well as granted connectivity, to SECI at The earliest.... The LTA shall be applied for by The WPD post finalization of The location of The Project, and intimation of The same by SECI to The WPD.	The WPDs shall be given liberty to apply for Stage II connectivity and LTA as per Their discretion and planned development since applying for Stage II and LTA at such an advance stage will not permit WPDs to change The location and substation after winning The bid and will unnecessarily burden The WPD with additional liabilities.	The RIS Condition shall prevail.

19	RfS	Clause 9.1	Part commissioning of The Project shall be accepted by SECI subject to The following conditions: ..ii) The projects with capacity more than 100 MW can be commissioned in parts of at least 50 MW each, with last part being The balance capacity.	Part commissioning of The Project shall be accepted by SECI subject to The following conditions: ..ii) The projects with capacity more than 100 MW can be commissioned in parts of at least 10 MW each, with last part being The balance capacity.	The existing tenders stipulate The minimum size for part commissioning as 50 MW for projects above 100 MW. It may kindly be considered that assuming each Wind Turbine Generator (WTG) is of 2 MW or more, it would require commissioning of 25 WTG simultaneously, which is not only a difficult task, but also deprives The WPD of revenues that could accrue if commissioning is allowed of smaller lots. Thus, it is suggested that WPD may kindly be permitted to commission lesser lots, say 10 MW, as part commissioning.	The RfS Condition shall prevail.
20	RfS	Clause 16	Clearances Required from The State Government and Other Local Bodies... c. WPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 30 days of Effective Date of PPAs. ..Note: The WPD 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.	Clearances Required from The State Government and Other Local Bodies... c. WPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances at The earliest in line with procurement of locations. ..Note: The WPD should apply for all The necessary approvals, permits and clearances at The earliest , which shall be complete in all respects, incorporating The clarifications/changes as required by The concerned authorities.	It is advisable that this The timeline for applying MoD and necessary approvals should be done as per discretion of The WPD, since all The land for The Project is not readily available and The same is procured over a period of time and before applying for MoD several oTher compliance need to be done which are time taking and all The approvals cannot be applied within 90 days of Effective Date of PPA.	The RfS Condition shall prevail.
21	RfS	Clause 44	In case SECI is unable to find buyers/off-takers for The tariffs as discovered after The bidding process, SECI reserves The right to annul The bid process without any financial implications to any of The parties concerned.	In case SECI is unable to find buyers/off-takers for The tariffs as discovered after The bidding process, SECI reserves The right to annul The bid process without any financial implications to any of The parties concerned.(Deletion suggested)	It is suggested that this clause may be deleted since this will lead to loss of faith in The sanctity of The bid process.	The RfS Condition shall prevail.
22	PPA	Definition Clause	“Expiry Date” shall mean The date as on The expiry of 25 years from The SCD or from The date of full commissioning of The Project, whichever is earlier	“Expiry Date” shall mean The date as on The expiry of 25 years from The S.CD or from The date of full commissioning of The Project, whichever is later	It is suggested that The definition of The Expiry date shall be revised to what is stated herein in order to give maximum benefit of timeline to The WPD	The RfS Condition shall prevail.
23	PPA	Clause 4.2.2	Penalties, fines and charges imposed by The CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by The WPD to The extent The delay is attributable to The WPD	Penalties, fines and charges imposed by The CTU/ STU under any statute or regulation in relation to delay in commissioning of Project except in cases of delay caused due to Force Majeure events shall be payable by The WPD to The extent The delay is attributable to The WPD	It is suggested that this clause may kindly be amended to carve out an exception in case of delay due to force majeure events.	The PPA Condition Shall prevail.
24	PPA	Clause 4.2.6	... In case The SCD of The Project is before The date till above ISTS waiver is applicable, and if The Project is granted extension in The SCD on account of Force Majeure, or for delay on The part of The transmission provider in providing The transmission even after having taken The requisite steps in time; or on account of delays on The part of any Government Agency, and The Project is commissioned before The extended SCD; it will get benefit of waiver of inter-state transmission charges. However, in case The commissioning of The Project gets delayed beyond The applicable date of ISTS waiver/extended SCD as above, due to reasons attributable to The WPD, The liability of transmission charges and losses would be to The account of The WPD.	... In case The SCD of The Project is before The date till above ISTS waiver is applicable, and if The Project is granted extension in The SCD on account of Force Majeure, or for delay on The part of The transmission provider in providing The transmission even after having taken The requisite steps in time; or on account of delays on The part of any Government Agency, and The Project is commissioned before The extended SCD; it will get benefit of waiver of inter-state transmission charges. In case The SCD of The Project is after 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. However, in case The commissioning of The Project gets delayed beyond The applicable date of ISTS waiver/extended SCD as above, due to reasons attributable to The WPD, The liability of transmission charges and losses would be to The account of The WPD.	It is suggested that since The commissioning timelines of this tender are close to The timelines wherien The waiver of ISTS charges for renewable energy is ending. It is suggested that in case of delay due to force majeure events , The cost of ISTS charges shall be equally divided between The WPD and The buying entity.	The clause clearly provides that in case of delay in commissioning on account of Force Majeure resulting in SCD extension beyond the ISTS waiver deadline, the ISTS waiver will continue to be applicable.
25	PPA	Clause 9.2	Any excess generation over and above energy specified in Article 4.4.1, will be purchased by SECI at a tariff of 75% of The tariff as per Article 9.1, provided The Buying Entity consents for purchase of such excess generation	Any excess generation over and above energy specified in Article 4.4.1, will be purchased by SECI at PPA tariff of The tariff as per Article 9.1, provided The Buying Entity consents for purchase of such excess generation	The Wind Power Developers are taking substantial risks due to variable nature of wind availability. It is Therefore requested that The purchase of excess generation by SECI should be done at 100% PPA tariff instead o 75% as specified in The PPA.	The PPA Condition Shall prevail.

26	PPA	Clause 12.1.2	In The event of occurrence of any of events as provided under Article 12.1.1 which results in any increase/ decrease in The Project Cost (i.e. cost incurred by The SPD towards supply and services only for The Project concerned, upto The Actual Commissioning Date or extended Scheduled Commissioning Date, whichever is earlier, for reasons oTher than those wherein such extension is on account of payment of liquidated damages, penalty or any oTher charges, as The case may be), The WPD/ SECI/ Buying Utility(ies) shall be entitled for compensation by The oTher party, as The case may be, subject to The condition that The such 'Change in Law' is recognized by The Appropriate Commission.	In The event of occurrence of any of events as provided under Article 12.1.1 which results in any increase/ decrease in The Project Cost (i.e. cost incurred by The SPD towards supply and services only for The Project concerned, upto The Actual Commissioning Date or extended Scheduled Commissioning Date, whichever is earlier, for reasons oTher than those wherein such extension is on account of payment of liquidated damages, penalty or any oTher charges, as The case may be), The WPD/ SECI/ Buying Utility(ies) shall be entitled for compensation by The oTher party, as The case may be, subject to The condition that The such 'Change in Law' is recognized by The Appropriate Commission.	Please confirm if The caluse limits The right of The WPD to claim Change in Law only upot The SCD of The Project. It is suggested that The Change in Law should not be limited to events only till commissioning of The projects since we see new regulations coming in which impact The statistics of The project severely, which are beyond control of The IPPs such as GIB judgement by SC. Thus it is suggested that The Change in Law event shall cover events throughout The Term of The PPA.	The PPA Condition shall prevail.
27	PPA	Clause 13.3.5:	Subject to The terms of this Agreement, upon occurrence of a WPD Event of Default under this Agreement, The WPD shall be liable to pay to SECI, liquidated damages, ... For oTher cases, The WPD shall be liable pay to SECI, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity.	It is requested if The event in oTher cases wherein WPD is liable pay to SECI, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, can be furTher clarified, as to what would constitute "in oTher cases"?	Clarification Sought	"Other cases" here refers to events of default other than delay in commissioning beyond SCD as obligated in Article 4.4.1 of the PPA. Events of default on the part of the WPD have been listed out in Article 13.1.
28	RfS	5.1 - SECTION 2	A Bidder, including its Parent,.....nimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 1200 MW	We request cap for max bid size 300/600 MW instate of 1200 MW		The RfS Condition shall prevail.
29	RfS	Annexure - C	Tentative coordinates of Karur, Gadag, Koppal, Rajgarh and Kallam	Kindly share The balance capacity and tentative commissioning date of These s/s with PGCIL help		The data will be provided in due course.
30	RfS	7.2	Delivery Point(s) for The Project(s) shall be limited to Substations	Delivery Point(s) for The Project(s) shall be preferred to following Substations but not limited to.	Wind potential zones should not be restricted as developer has to responsible for set up The wind generatio plants. ISTS shall be tristricted to 220kV level.	The RfS Condition shall prevail.
31	RfS	7.4	The responsibility of getting,....The maintenance of Transmission system up to The interconnection point shall be responsibility of The WPD, to be undertaken entirely at its cost and expense	The responsibility of getting,....The maintenance of Transmission system up to The interconnection point shall be responsibility of The WPD, to be undertaken entirely at its cost and expens excluding of Terminal bay maintenance with its spare	As per Cl. 14 of Section- 3 "Standard Conditions of Tender", "Bay construction at ISTS substation shall not be under The scope of The WPD, as per The existing provisions of CERC". In view of same, The O&M of The Terminal bay including its spares shall not be in The scope of The bidder, which may kindly be clarified.	The RfS Condition shall prevail.
32	RfS	7.5	The arrangement of connectivity can be made by The WPD through a dedicated transmission line upto The Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from The Project up to and including at The Interconnection Point will be borne by The WPD. Arrangements shall be put in place prior to commissioning of project as regards The methodology for billing These expenses directly to The Buying Entities	The developer of renewable generation project shall develop The dedicated transmission infrastructure of a definite power evacuation capacity irrespective of The quantum of connectivity applied for. In case The developer of renewable generation project is not able to fully utilize The dedicated transmission infrastructure, it may be required to share The same with oTher developer(s) of renewable generation project(s) with a view to ensuring optimum utilization of The transmission system.	As per CERC Order datd .15th May 2018 Clause 14. Sharing of Connectivity and Dedicated Transmission Infrastructure of DETAILED PROCEDURE FOR "GRANT OF CONNECTIVITY TO PROJECTS BASED ON RENEWABLE SOURCES TO INTER-STATE TRANSMISSION SYSTEM"	The clause remains unchanged. As clearly stated in the RfS and PPA, applicable CERC/CTU regulations will also be required to be followed by the respective parties as part of project implementation.
33	RfS	7.8	Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by WPD as per provisions of PPA.	Reactive power charges and charges against power drawn from grid or injection into grid as per CERC/SERC regulations, may be payable by WPD as per provisions of PPA & CEA grid connectivity volatge variation (i.e. 95%-105%). No penalty for drawl of VAR in case of Higher Grid voltage (more than 105%) where drawl helps to stabilise The grid.	O & M contractor will follow CEA Grid connectivity regulations 2019, "The generating station shall be capable of supplying dynamically varying reactive power support so as to maintain power factor within The limits of 0.95 lagging to 0.95 leading. Provided furTher that The generating unit shall be able to maintain its performance contained in this sub-clause even with voltage variation of up to + 5% subject to availability of commensurate wind speed in case of wind generating stations."Hence VAR drawl is evaluated based on The Grid Voltage condition instead of simply recorded. No penalty for drawl of VAR in case of Higher Grid voltage (more than 105%) where drawl helps to stabilise The grid.	The original clause shall prevail
34		8.2	Shortfall in energy supply minimum energy corresponding to The value of annual CUF within The permissible lower limit of CUF declared by The WPD, on account of reasons primarily attributable to The WPD, such shortfall shall be dealt as per The applicable provisions of The PPA.	Attributes to The WPD may be notified	Attributes which are in The control of WPD may kindly be indicated as PPA terms are not clear on These attributes.	The original clause shall prevail.
35	SECI-WPD PPA	4.10.1	Grid unavailability in a contract year as beyond 50 hours in a Contract Year as defined in The PPA:	Grid unavailaity shall be counted in The battery limit of Bidder only;	Any external souces like lockdown, Pandemic, Force Majaure, Work carrying out by PGCIL in TB (O&M by PGCIL) etc shall not be counted in to Grid Unavailability	The PPA Condition shall prevail.
36	RfS	21	The PPA shall be signed within 60 days from The date of issue of Letter of Award (LoA), if not extended by SECI.	The PPA shall be signed within 90 days from The date of issue of Letter of Award (LoA), if not extended by SECI.		The RfS Condition shall prevail.

37	RfS	7.2	It may be noted that although selection of location of The Projects is under The scope of The Bidder/WD, in order to align Project installation with augmentation of The necessary transmission and evacuation infrastructure, choice of The Delivery Point(s) for The Project(s) shall be limited to The following list of substations	(i)Can project be anywhere in India , with delivery point at designated substations as mentioned in Rfs. In this case, will The waiver on ISTS losses apply if The developer uses ISTS network to connect at delivery point. (ii) Can SECI provide present available capacity at designated substations.		Bidders are allowed to connect their Project to ISTS - substations listed in the RfS only. Considering the limited connectivity point, all the risk w.r.t. selection of project location including its distance from listed ISTS substations lies with the bidder only.
38	RfS	Format 7.11 Pg- 82	Preliminary Estimate of Cost of Wind Power Project	Format may be removed, as at his stage not possible to submit		Bidders are required to submit The estimated project cost which is required to be submitted to CERC.clause remain unchanged
39	RfS	7.3	Bidders will be required to indicate Their proposed substation at The time of bid submission in The Covering Letter (Format 7.1).	At this stage not possible to submit This clause maybe modified as under: Bidders will be required to indicate Their proposed substation at The time of signing of PPA.		The clause remain unchanged.
40	RFS	1.4	Power procured by SECI from The above Projects has been provisioned to be sold to The Discoms of Madhya Pradesh,	All Power Procured by SECI..	Need to know wheTher 100% quantum is being provisioned to be sold to MP discom	Entire Capacity under this RFS is tiedup with discoms of Madhya Pradesh.
41	RFS	6.3(V)	A single transmission line shall connect The above pooling Substation to The Delivery Point, which shall be The Metering Point as per The RfS. It may be noted that The said pooling station shall have a different meaning than The Pooling Station as defined in The RfS.	Transmission line shall connect The above pooling Substation to The Delivery Point, which shall be The Metering Point as per The RfS. It may be noted that The said pooling station shall have a different meaning than The Pooling Station as defined in The RfS.	"A single" can be deleted as The bidder with higher capacity of say 600 MW and above can bring two Transmission line to The same substation.	A multi circuit - single transmission line is able to accommodate higher capacity. Hence, no change required.
42	RFS	7.2(VI)	In case The total number of Projects awarded at a substation does not match with The available bay structure, or The awarded Project capacity at one bay results in underutilization of that bay, The corresponding WPDs shall be required to pool Their projects in line with The directions of The CTU for optimum resource utilization and in accordance with The Procedure for Grant of Connectivity at ISTS substations issued by Hon'ble CERC. Such additional costs, if any, shall be borne by The respective WPDs.		Bay cost should be accomodated with CTU only as The same is not accounted during The Bid	Obatining connectivity as ISTS substation is within the scope of Wind Project Developer. They have to follow all the applicable rules and regulation. Hence, clause remain unchanged.
43	RFS	19.2	Payment Security Deposit: Prior to declaration of commissioning of first part capacity of The Project, The WPD shall furnish a Payment Security Deposit (PSD) @ Rs. 5 lakh/MW, to SECI through DD/NEFT/RTGS. This fund shall form part of The Payment Security Fund maintained by SECI for The Projects.	Payment Security Deposit: Prior to declaration of commissioning of first part capacity of The Project, The WPD shall furnish a Payment Security Deposit (PSD) @ Rs. 5 lakh/MW, to SECI through DD/NEFT/RTGS. This fund shall form part of The Payment Security Fund maintained by SECI for The Projects. The Payment Security Deposit shall be refunded after The expiry of PPA	The Payment Security Deposit shall be refunded after The expiry of PPA	The clause remain unchanged.
44	RFS	21.5	Successful bidders will have to submit The required documents to SECI within 40 days from The issue of LoA. In case of delay in submission of documents beyond The period as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of The PPA shall be The date as on 60 days from The date of issue of LoA, irrespective of The date of signing of PPA. In extraordinary cases of unavoidable delay on The part of SECI in signing The PPAs, The effective date of PPA shall be The date of signing of PPA.	Documents to be submitted 7 days prior to signing of PPA which should be intimated by SECI seperately to WPD	Documents to be submitted 7 days prior to signing of PPA which should be intimated by SECI seperately to WPD	The clause remain unchanged.
45	RFS	24	Any energy produced and flowing into The grid before COD shall not be at The cost of SECI under this scheme and developers will be free to make short-term sale to any organization or individual. SECI may agree to buy this power as a trader if They find it viable outside this RfS.		Any Energy Produced and flowing into the grid before COD should be sold by SECI on best effort basis and SECI should give The option to The Developer for its sale to MP Discom	The RfS Condition shall prevail.
46	RFS	44.2	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:		Pls delete this clause as The competition has grown up in The wind segement	The clause remain unchanged
47	RFS	45	In case SECI is unable to find buyers/off-takers for The tariffs as discovered after The bidding process, SECI reserves The right to annul The bid process without any financial implications to any of The parties concerned.		Pls get The confirmation from MP Discom for The offtake of power before initiating bid process	The clause remains unchanged as it is already clarified above that The entire capacity under this RFS is already tiedup with Discoms of MP.
48	PPA	13.4.4	After a period of two hundred ten (210) days following The expiry of The Consultation Period	After a period of two hundred ten (90) days following The expiry of The Consultation Period	90 days is an optimal period post consulation period of 90 days	PPA Condition shall prevail

49	RfS	7.9	..... The LTA shall be applied for by The WPD within 30 days of signing of PSA, and intimation of The same by SECI to The WPD.	..... The LTA shall be applied for by The WPD within 30 days of signing of PSA & PPA along with STU NoC and intimation of The same by SECI to The WPD, whichever is later	PPA and STU NoC should be available before submission of application oOtherwise additional burden of ABG of Rs. 10000/MW during application stage and submission of Construction Bank Guarantee for Rs. 5,00,000/MW is required. This can be omitted if STU NoC is available hence same should be made mandatory.	The RfS Condition shall prevail.
50	RfS	16.c	WPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 30 days of Effective Date of PPAs.	WPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 30 days 90 days of Effective Date of PPAs sale deeds for The land in min. lots of 40-50.	Application of MoD requires lot of documentation and same is coordinate dependent. Within 30 days only applications basis preliminary micro-siting can only be done. During execution and purchase of land shifting of coordinates happens and Then we may have to again apply for this permission which takes lot of time for application and processing. Hence we suggest to provide flexibility for filing applications in lots of 40-50 after The land is purchased. Clause to be modified suitably.	Obtaining MoD clearance from Ministry of Defense is a lengthy process. Hence, application must be filed at the earliest, otherwise there are chance that Project may not get commissioned within the Scheduled Commissioning Date (SCD), i.e. 18 months from the effective date of PPA.
51	RfS	21.7	Back-to-back Power Sale Agreements (PSAs) in respect of all rights.....	To be deleted/modified.	The clause to be modified such that it should not include The back-to-back mechanism for payments.	The RfS Condition shall prevail.
52	PPA	8.2.2	If a Force Majeure Event renders The Power Project no longer economically and technically viable and The insurers under The Insurances make payment on a "total loss" or equivalent basis, SECI shall have claim on such proceeds of such Insurance limited to outstanding dues of SECI against The Buying Utility(ies) as per PSA entered into and any oTher dues of The Buying Utility(ies) against WPD.	To be deleted	Such rights would go to financial institutions as per terms of Their agreements. In case of loss due to force majeure event, such recovery does not make sense.	PPA Condition shall prevail
53	Clarification required		Kindly clarify if a delay in signing of The PPA or PSA (since The SCOD is 18 months post The document signed later) leads to SCOD beyond 30th June 2023 (ISTS waiver timeframe), 100% waiver will still be applicable as it shall be considered a delay on The part of The Government agencies (with no recourse to The WPD)		Since as per The existing expected timelines, SCOD is in Q1-Q2 CY2023, any delay in signing of The PPA / PSA may shift The SCOD to a date beyond June'2023. A clarification on The same will be very helpful.	The RfS Condition shall prevail.However, it is already clarified that The entire capacity is already tied up with Discoms of MP. PSA and PPAs will be signed on time to align SCD before June 2023.
54	Clarification required		Kindly confirm that even though There is only one potential offtaker (MP), tariff adoption will still be with CERC and prcurement of power approval shall be with SERC (MPERC)		As discussed in The prebid, a confirmation on The same will help.	It is clarified that in case 100% power under this tender is supplied to MP, the tariff adoption will be through MPERC and Appropriate Commission under the PPA/PSA will also be MPERC. In the unlikely scenario of power being supplied to more than one State, the tariff adoption will be through CERC, which will also be deemed as the Appropriate Commission under the PPA/PSA.
55	RfS	8.1 Page-13/94	Criteria for Generation: The Bidders will declare The annual CUF of Their Projects at The time of submission of response to RfS and The WPDs will be allowed to revise The same once within first three years after COD.	Criteria for Generation: The Bidders will declare The annual CUF of Their Projects at The time of submission of response to RfS and The WPDs will be allowed to revise The same twice within first three years after COD.	At The time of Bid submission The Micrositing and The WTG is tentative and may undergo change post land aquisition and commercial finalisations with various OEMs. Therefore we request if The Bidder be allowed to declare The CUF on COD once and revise it once within 3yrs of COD.	The clause remains unchanged

