PRE-BID CLARIFICATIONS DATED 08.09.2026 Selection of a Collaboration Partner for Trading of Renewable Power Available with SECI RfS No. SECI/C&P/MI/00/0001/26-27 dated: 03.08.2026						
S. No.	**Documents**	**Clause No.**	**Existing Clause**	**Proposed Modifications**	**Rationale/Remarks**	**SECI's response**
1	RfS	Section-III, Clause 3(I)	Average Long-Term Renewable Energy Trading Volume of Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26	The criteria may be modified to consider the overall energy traded volume under the Power Trading Licence (PTL) of the Bidder, instead of restricting it only to Long-Term Renewable Energy trading volume.		The terms and conditions of the RfS shall prevail.
2	RfS	Section-III, Clause 3(I)	Average Overall Power Trading Volume of Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26)	Consider relaxation in average overall Power Trading Volume.		The terms and conditions of the RfS shall prevail.
3	RfS	Section-III, Clause 3(I)	Minimum Average Annual Turnover(MAAT) of the Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26)	Consider relaxation/reduction in the MAAT requirement. A lower MAAT threshold would enable maximum participation of eligible power trading licensees, thereby promoting wider competition and ensuring a more competitive bidding process with better price discovery.		The terms and conditions of the RfS shall prevail.
4	RfS	Section-III, Clause 3(I)	Experience in RE Project development (Cumulative Project capacity commissioned by the Applicant)*	For the purpose of meeting the RE Project Development experience criteria, the experience of the Applicant(PTL) and/or its Holding Company, Subsidiary, Associate Company, or Group Company may be considered		The Bidder may seek qualification on the basis of technical capability of either its Parent, Holding, Subsidiary or Affiliate for the purpose of meeting the qualification requirements and same is mentioned in the QR section of the RfS.
5	RfS	Section-II, Clause 3 (Category A & B	SECI may offer untied or available RE capacity from time to time.	Estimated annual RE power quantum available for trading.		The volume estimation can not be done at this stage as power will be offered as and when occasion arises.
6	RfS	Section-II, Clause 3	No minimum allocation/offtake quantity specified.	Minimum offtake commitment, if any, for the selected trading licensee.		The selection of a Power Trading Licensee with SECI shall not, by itself, confer any right or entitlement to the award of work or assignment.
7	RfS	Section-II, Clause 2(ii)	PTL may sell power to DISCOMs, C&I consumers, bulk consumers and market platforms.	Kindly clarify whether PTL can aggregate and supply power to multiple buyers under a single allocation from SECI.		PTL can supply power to multiple buyers from the RE power offered by SECI with prior intimation to Developer and SECI
8	RfS	Section-II, Clause 3 (Category A, B, C & D)	Categories of RE power have been defined.	Whether bidders are required to participate for all Categories (A, B, C & D) or can participate in specific categories only.		PTL cannot apply/choose a specific category. The power will be offered to PTL under applicable Category at the discretion of SECI.
9	RfS	Section-II, Clause 2(c) & PTA provisions	PTL responsible for scheduling and energy accounting.	PTL shall be responsible for scheduling, however SECI will provide all the relevant documents for necessary scheduling/OA in NOAR.	Based on REA	SECI will facilitate to arrange the documents required for processing in NOAR. However PTL shall be liable for coordinating and obtaining necessary approvals, open access etc. from RLDC/SLDC.
10	RfS	PTA / Commercial Framework	Rebate provisions	Timely payment rebate to be specified		The terms and conditions of the RfS shall prevail.
11	RfS	Section-III, Clause 1.2(iv) & Technical Evaluation Criteria	50 MW RE Project Development/EPC Experience	For the purpose of meeting the RE Project Development experience criteria, the experience of the Applicant(PTL) and/or its Holding Company, Subsidiary, Associate Company, or Group Company may be considered		The terms and conditions of the RfS shall prevail.
12	RfS	Section-III, Clause 3(I)	Technical Scoring for Affiliate Experience	Confirmation required whether Parent/Holding project capacities shall also be considered for technical evaluation marks.		Only for the purpose of meeting the requirement for Experience in RE Project development, the bidder may seek qualification on the basis of technical capability of either its Parent, Holding, Subsidiary or Affiliate for the purpose of meeting the qualification requirements.
13	RfS	Section – I Clause No. 1	The Trading Licensee shall have a lock-in commitment for the quantum accepted by it under the PTA/PSAs, provided that SECI shall not be liable for any shortfall in supply arising from reduction in project generation due to Grid constraints, force majeure events, regulatory directions, or any other circumstances beyond SECI's control.		It is requested that the terms "Grid constraints" and "regulatory directions" be specifically defined and suitably elaborated in the RfS/PPA. At present, these expressions have a broad and open-ended scope, which may result in uncertainty regarding the circumstances under which SECI would be relieved of its supply obligations. This is particularly important for the PTL since the Trading Licensee would have a corresponding contractual commitment towards the buyer for the quantum accepted under the PTA/PSA. Any reduction in availability from SECI on account of a broadly interpreted "Grid constraint" or "regulatory direction" could consequently expose the PTL to supply and contractual risks that are beyond its control.	The terms and conditions of the tender document shall prevail.
14	RfS	SECTION-II Clause No. 3	ii. Category B: Available RE Capacity under Existing PPAs/PSAs b. Depending upon the availability of such power, SECI may offer the same to the selected PTL for short-term, medium-term or long-term sale through bilateral arrangements, power exchanges or any other permissible market mechanism. Such arrangements shall remain temporary in nature and shall not affect the rights and obligations of SECI, the RPD or the Buying Entity under the corresponding PPA and PSA.		It is requested that the clause be suitably modified to clarify that the availability of power under the arrangement with the PTL shall also be governed by the applicable terms and conditions agreed between SECI and the PTL, corresponding to the nature and tenure of the power sale, whether Short-Term, Medium-Term or Long-Term. Since the PTL would, in turn, enter into a contractual arrangement with the respective buyer, the quantum, availability, scheduling, delivery obligations and other applicable commercial and operational conditions should be aligned between the agreement executed by SECI with the PTL and the corresponding agreement executed by the PTL with the buyer. The PTL should not be placed in a position where it is contractually obligated to supply power to the buyer despite the corresponding power/availability not being made available by SECI under the arrangement with the PTL. Such alignment is necessary to ensure that the obligations of the PTL towards the buyer are back-to-back with the obligations of SECI towards the PTL.	SECI will not be a party to the second leg of transaction between PTL and End Buyer. PTL shall always keep SECI & RPD indemnified from any implications from the End Buyer. The Tender does not mandate PTL to accept the RE Power Offered. However, if PTL intends to sell the offered power, PTL may identify suitable End Buyer based on the terms & conditions with SECI.

15	RfS	SECTION-II Clause No. 3	v. General Provisions b. The underlying PPAs, PSAs and other project agreements between SECI, the RPD and the Buying Entity shall remain unchanged and unaffected by any transaction undertaken under this RfS.		It is requested that the clause be suitably modified to clarify that the quantum, tenure, scheduling, delivery obligations and other material terms and conditions of the power offered by SECI to the PTL shall remain fully aligned with the corresponding underlying contractual arrangements. The PPA executed between SECI and the PTL should clearly specify all applicable terms and conditions governing the power being offered to the PTL. In particular, the quantum and duration/tenure of power supplied to the PTL should be aligned with the corresponding quantum and duration under the PSA between SECI and the Buying Entity and the PPA between SECI and the RPD. This alignment is essential to ensure contractual consistency and avoid any mismatch between the obligations flowing from the underlying PPA/PSA arrangements and those incorporated in the PPA between SECI and the PTL. The PTL should not be exposed to obligations, quantum, tenure or delivery requirements that are inconsistent with or extend beyond the corresponding underlying arrangements.	PTL may identify suitable End Buyer based on the terms & conditions with SECI.
16	RfS	SECTION-III Clause No. 3	I. Technical Evaluation: Criteria 1 More than 2,000 MUs More than 1,000 MUs up to 2,000 MUs More than 500 MUs up to 1,000 MUs Less than 500 MUs		• Criteria No 1 :Average Long-Term Renewable Energy Trading Volume of Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26) It is requested that the criterion be suitably relaxed to include Medium-Term and Short-Term Renewable Energy trading volumes, in addition to Long-Term trading volumes. The nature of renewable energy trading has evolved considerably, and renewable power is transacted through a combination of long-term, medium-term and short-term arrangements. Further, a significant portion of long-term renewable energy contracts is being facilitated through SECI following publication of the SBG. Restricting the assessment exclusively to long-term renewable energy trading volume may therefore disproportionately limit participation. Inclusion of medium-term and short-term renewable energy trading would provide a more comprehensive assessment of the bidder's actual renewable energy trading capability and experience, while promoting wider participation and competition.	The terms and conditions of the RfS shall prevail.
17	RfS	SECTION-III Clause No. 3	Criteria 2 More than 50,000 MUs More than 30,000 MUs up to 50,000 MUs More than 20,000 MUs up to 30,000 MUs Less than 20,000 MUs		• Criteria No 2 : Average Overall Power Trading Volume of Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26) It is requested that this criterion be deleted/removed. SECI has already restricted participation to entities holding a Category-I Power Trading Licence, which itself is a regulated eligibility requirement under the applicable CERC framework. The Category-I licence requirement is intended for entities with demonstrated scale and capability in power trading, including the applicable minimum trading-volume threshold. Imposing an additional overall power trading-volume criterion would create an overlapping eligibility requirement and may unnecessarily restrict otherwise capable Category-I trading licensees. Removal of this criterion would enable greater participation by eligible Category-I trading licensees, thereby enhancing competition and potentially resulting in more competitive bids.	The terms and conditions of the RfS shall prevail.
18	RfS	SECTION-III Clause No. 3	Criteria 3 More than INR 10,000 crores More than INR 5,000 crores up to INR 10,000 crores INR 1,000 crores up to INR 5,000 crores Less than INR 1000 crores		• Criteria No 3 : MAAT of the Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26) It is requested that this criterion be relaxed. SECI has already restricted participation to entities holding a Category-I Power Trading Licence, which itself is a regulated eligibility requirement under the applicable CERC framework. The Category-I licence requirement is intended for entities with demonstrated scale and capability in power trading, including the applicable minimum net worth threshold. Relaxation of this criterion would enable greater participation by eligible Category-I trading licensees, thereby enhancing competition and potentially resulting in more competitive bids.	The terms and conditions of the RfS shall prevail.

19	RfS	SECTION-III Clause No. 3	Criteria 4 More than 500 MW More than 100 MW up to 500 MW More than 50 MW up to 100 MW		• Criteria No 4 : Experience in RE Project development (Cumulative Project capacity commissioned by the Applicant)* It is requested that this criterion be deleted or suitably relaxed. The principal scope of the proposed engagement is that of a Power Trading Licensee (PTL), with power trading being the core competency required for performing the intended role. Accordingly, mandating prior experience as an EPC contractor or Renewable Power Developer (RPD), or requiring the applicant to demonstrate cumulative commissioned RE project capacity, may unnecessarily restrict participation of established power trading entities. Experience in development or commissioning of renewable energy projects is not necessarily indicative of an entity's capability to undertake power trading activities. The eligibility criteria should therefore focus on the bidder's power trading licence, trading experience, financial capability and demonstrated ability to manage renewable power transactions, rather than its experience as an EPC/RP	**Kindly refer to Amendment 01.**
20	RfS	SECTION-III Clause No. 3	Criteria 5 AAA and above Above A up to and excluding AAA Up to A		• Criteria No 5 : Currently Valid Long Term Credit Rating It is requested that this criterion be relaxed. SECI has already restricted participation to entities holding a Category-I Power Trading Licence, which itself is a regulated eligibility requirement under the applicable CERC framework. Moreover the implementation of the LPS rules and PSM being provided by the bidder itself secures the payment mechanism. Relaxation of this criterion would enable greater participation by eligible Category-I trading licensees, thereby enhancing competition and potentially resulting in more competitive bids.	The terms and conditions of the RfS shall prevail.
21	PTA	Power Trading Agreement Clause No. 15	The PTL shall provide SECI, in respect of payment of its Monthly Bills, a single, unconditional, revolving and irrevocable Bank Guarantee (BG), opened and maintained by the PTL, Two (2) weeks before commencement of supply, which may be drawn upon by SECI in accordance with this Article. The PTL shall provide SECI draft of the Bank Guarantee proposed to be issued to SECI. The Bank Guarantee shall have a term of twelve (12) Months and shall be renewed annually for an amount equal to 210% of the estimated average monthly billing, calculated at Applicable Tariff (PPA tariff plus trading margin) mentioned in this Agreement. Provided further that if at any time, such BG amount falls short of the amount specified hereinabove, PTL shall restore such shortfall within seven (7) days. SECI shall not draw upon such Bank Guarantee prior to the Due Date of the relevant Monthly Bill and shall not make more than one drawl in a Month provided that there are no outstanding dues. PTL shall cause the scheduled bank issuing the Bank Guarantee to intimate SECI, in writing regarding establishing such irrevocable Bank Guarantee and any of the changes therein. The PTL shall ensure that the Bank Guarantee shall be renewed, not later than its expiry.		Considering the payment obligations under the Agreement and to reduce the financial burden associated with maintaining the BG, it is proposed that the BG requirement may be relaxed as follows: • The BG amount may be revised from 210% to 100% of the estimated energy billing for one month, calculated at the Applicable Tariff (PPA tariff plus trading margin). • The BG validity may be aligned with the Contract Period agreed between SECI and PTL, instead of requiring annual renewal.	The terms and conditions of the PTA shall prevail.
22	RfS	1.2 (ii)	The Applicant must have experience in Long-Term and/or Medium-Term and/or Short-Term **trading of renewable energy power** during the last 03 financial years. The Bidder shall furnish documentary evidence including Form-4 submitted to CERC or other supporting documents and Renewable Energy Trading experience from last 03 financial years.	The Applicant must have experience in Long-Term and/or Medium-Term and/or Short-Term **trading of power** during the last 03 financial years. The Bidder shall furnish documentary evidence including Form-4 submitted to CERC or other supporting documents and Renewable Energy Trading experience from last 03 financial years.	The proposed modification is requested as a Power Trading Licensee may have experience in trading both conventional and renewable power. Limiting the eligibility only to renewable power trading experience may restrict the participation of other experienced Category-I Trading Licensees. Overall power trading experience demonstrates the bidder's capability in power procurement, market operations, scheduling, settlement and risk management, which are also relevant to the trading activities envisaged under the RfS.	**Kindly refer to Amendment 01.**
23	RfS	1.2 (iii)	The Applicant must have achieved minimum annual average power trading volume of 10,000 MU during the last three financial years, i.e. FY 2025-26, FY 2024-25 and FY 2023-24.	Volume limit may be exempted for central PSUs with Category - I trading license.	A valid Category-I Inter-State Trading Licence issued by CERC indicates that the entity has met the prescribed requirements for undertaking electricity trading. A CPSE holding such a licence is also subject to the applicable regulatory framework and oversight. Therefore, the 10,000 MU annual trading volume requirement may restrict the participation of other capable CPSEs based only on their past trading volume. It is therefore requested that the volume criterion may kindly be relaxed or exempted for CPSEs holding a valid Category-I Trading Licence.	**Kindly refer to Amendment 01.**
24	RfS	4	MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Bid Processing Fee & Earnest Money Deposit (EMD).	Bid Processing Fee & Earnest Money Deposit (EMD) may be exempted for PSUs.	PSUs/CPSEs are Government-owned entities with established financial standing, institutional capacity and accountability. They are also required to comply with the eligibility and contractual requirements specified in the RfS and would remain fully responsible for meeting all obligations under the RfS and subsequent agreements. Considering the financial standing and Government ownership of PSUs, it is requested that the Bid Processing Fee and EMD may kindly be exempted for PSUs. This would encourage wider participation of Government entities and avoid blocking public funds as bid security, while the other contractual and performance safeguards provided under the RfS would continue to apply.	The terms and conditions of the RfS shall prevail.

25	RfS	Introduction & Background: Page 7 (1st Paragraph)	SECI shall enter into a Power Trading Agreement (PTA) or PSA or any other agreement with the selected Bidder/Trading Licensee selected under this RfS. The PTAs/PSAs will be signed on periodic basis, based on the availability of power from the respective RE projects under SECI's long-term PPAs. The Trading Licensee shall have a lock-in commitment for the quantum accepted by it under the PTA/PSAs, provided that SECI shall not be liable for any shortfall in supply arising from reduction in project generation due to Grid constraints, force majeure events, regulatory directions, or any other circumstances beyond SECI's control.	SECI shall enter into a Power Trading Agreement (PTA) or PSA or any other agreement with the selected Bidder/Trading Licensee selected under this RfS. The PTAs/PSAs will be signed on periodic basis, based on the availability of power from the respective RE projects under SECI's long-term PPAs. The Trading Licensee shall have a lock-in commitment for the quantum accepted by it under the PTA/PSAs, provided that SECI shall not be liable for any shortfall in supply arising from reduction in project generation due to Grid constraints, force majeure events. "**, regulatory directions, or any other circumstances beyond SECI's control.**" this part needs to be deleted	Shortfall in power supply due to force majeure is already covered in the PPA. Beyond this, SECI cannot take immunity from any obligation of the developer as PTL will be tying up with the buyer based on the PPA terms where force majeure will prevail and not regulatory direction or any other circumstances beyond SECI's control.	Regulatory directions are binding on all parties. Hence, original clause shall prevail.
26	RfS	Clause 2 (i) (b)	Purchase Long-Term power under SECI-RPD PPAs for a period of 25 years as per terms and conditions of SECI's tenders, draft PPA and PSA or as per mutual agreement between SECI, PTL & RPDs.		What is the method of rejection if power trading licensee is not agreed for PPA with SECI? Any damages?	Clause 4.ii.(l) of RfS may be referred
27	RfS	Clause 2 (i) (h)	Joint Development of CAPEX Projects: The SECI may explore development of RE projects (Solar, Wind, Hybrid, FDRE & RTC etc.), Grid-scale BESS, Pumped Storage Projects (PSP) with the selected PTL. Joint Ventures (JV) or Special Purpose Vehicles (SPV) with minimum equity of 26% from PTL, may be incorporated wherever appropriate. Investment structures, equity participation, cost-sharing, risk-sharing, and revenue models shall be finalized on mutual agreement.	Provision for CAPEX by PTL to be deleted	In case PTL is not agreed for CAPEX investments, can PTL submit the bid selectively i.e. without CAPEX ?	Joint Development of Project is on mutually basis only, not binding on any parties. Original Clause shall prevail
28	RfS	Clause 3	The Power from Renewable Energy (RE) Projects offered under this RfS may comprise one or more of the following categories.		As per this clause, SECI may offer one or more categories to PTL. Please Clarify the procedure for refusal by PTL for a specific category i.e. Right to Refusal may be provided to PTL considering that PTL may not opt for some categories and is willing to execute some categories.	PTL may choose not to accept the offer of SECI but once consented, PTL is liable to executed the PTA/PSA as applicable
29	RfS	Clause 3 (iv)	Category D: Joint Development / Strategic Partnership Project:		Please clarify, is it under CAPEX model by power trading licensee?	PTL may choose not to accept the offer of SECI but once consented, PTL is liable to executed the PTA/PSA as applicable
30	RfS	Clause 3 (v) (a)	General Provisions: The selected PTL shall act solely as SECI's trading partner and shall not acquire any ownership in any project or contracted capacity unless defined so in the PTA.		It is mentioned that power trading licensee shall not require ownership, i.e. it is contradicting with clause 2-i-h where PTL may be required to do investment and incorporate SPV or JVs. Please clarify?	Clause modified as follows: General Provisions: The selected PTL shall act solely as SECI's trading partner and shall not acquire any ownership in any project or contracted capacity unless defined so in the PTA. (Not applicable for Joint Development / Strategic Partnership Projects)
31	RfS	Clause 3 (v) (b)	The underlying PPAs, PSAs and other project agreements between SECI, the RPD and the Buying Entity shall remain unchanged and unaffected by any transaction undertaken under this RfS.		To be modified to ensure that if PPA is signed then any further transaction is to be governed by that PPA only.	The terms and conditions of the RfS shall prevail.
32	RfS	Clause 5 (ix)-b.	In case, SECI offers to execute the Contract Agreement (CA) with the Selected Bidder and if the Selected Bidder does not execute the Contract Agreement within the stipulated time period	To be deleted	This provision is to be deleted as SECI itself has mentioned that there are united RE capacity PPAs as per clause 3 (i) (a) of RfS. Therefore, penalising the PTL for same is not justified and is in contradiction with RfS	The terms and conditions of the RfS shall prevail.
33	RfS	Clause 21	This is a Zero Deviation Process. The Applicant shall ensure strict compliance with all provisions of the RfS document and submit its Proposal accordingly. Any proposal containing deviations, qualifications, or conditions inconsistent with the RfS document shall be liable to rejection	To be deleted	As per clause 3-1-a, SECI may offer one or more categories to PTL and a right to refusal should be given to PTL to choose in which category the PTL is interested to bid. Therefore, making the RfS a Zero Deviation Process need to be reviewed and deleted	Already granted right of refusal to PTL. Original Clause shall prevail
34	RfS	Clause 1.2 (iv)	The Applicant shall not be under a declaration of ineligibility by SECI for Corrupt/ Fraudulent/ Collusive/Coercive practices, as defined under the bidding document.	To be deleted	Contradicting to power trading licensee qualification.	The terms and conditions of the RfS shall prevail.
35	RfS	Clause 3 (I) (ii)	Average Overall Power Trading Volume of Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26): More than 50,000 MU - 25 Marks More than 30,000 MU up to 50,000 MU - 15 Marks More than 20,000 MUs up to 30,000 MUs - 10 Marks Less than 20,000 MUs - 5 marks	Average Overall Power Trading Volume of Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26): More than 25,000 MU - 25 Marks More than 15,000 MU up to 25,000 MU - 15 Marks More than 10,000 MUs up to 15,000 MUs - 10 Marks Less than 10,000 MUs - 5 marks	As per CERC Trading Lic. Regulations, category I trading Licensee should have annual trading volume > 7000 MU. Therefore, keeping the highest marks threshold at 50,000 MU is anti-competitive and do not gives level playing field to all Category level I trading Licensee. Therefore, this criteria may be reviewed to be aligned with CERC regulations	Qualification Criteria is already aligned with CERC regulations.
36	RfS	Clause 3 (I) (iii)	MAAT of the Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26): More than INR 10,000 crores - 20 Marks	MAAT of the Bidder during last three Financial Years (FY 2023-24, FY 2024-25 & FY 2025-26): More than INR 5,000 crores - 20 Marks	This criteria may be reviewed to be aligned with CERC regulations	The terms and conditions of the RfS shall prevail.
37	RfS	Clause 3 (I) (iv)	Experience in RE Project development (Cumulative Project capacity commissioned by the Applicant)	To be deleted	Project development not applicable for power trading licensee an therefore this criteria is in contravention to RfS	The terms and conditions of the RfS shall prevail.
38	RfS	Clause 4 (1)	PSD Encashment Amount (INR) = C * CUF * Hours × (M/12) * 1000 × TM * 5 %		"C" (Contracted capacity offered by SECI and accepted by the power trading licensee) should be based on power trading licensee discretion.	Applicable for cases where PTL has accepted the offered Quantum. Original clause shall prevail
39	RfS	Clause 5 (ii)	It is hereby clarified that, notwithstanding the date of execution of the PSA/PTA, the effective date of PSA/PTA shall be the date of signing of PSA/PTA or date as intimated by SECI, whichever is earlier.		Necessary amendments to be incorporated for PPA, to take care of the SPD/SECI obligations.	Not agreed. The terms and conditions of the tender document shall prevail.
40	PTA	Clause 5	Any withdrawal, refusal to schedule and offtake power, failure to make timely payment of Energy Bills, or any other breach or default by the Buying Entity during the Term of this Agreement shall constitute an Event of Default. Upon the occurrence of such Event of Default, SECI shall be entitled to invoke the applicable contractual remedies, including forfeiture or encashment of the Security Deposit, imposition of debarment from future allocations, recovery of all losses, damages and dues, and exercise of any other rights and remedies available under this Agreement, the RfS document, and applicable law.		Event of default is defined for power trading licensee but the same is not mentioned in case of SECI or developer defaults. Therefore, SECI/SPD event of default (EOD) need to be incorporated in PTA	To be included at the time of signing of PTA

41	PTA	Clause 2 & 5	Notwithstanding the above, the quantum of power available for sale under this Agreement shall be subject to its availability from the respective Renewable Energy Projects covered under the corresponding SECI's Power Purchase Agreements (PPAs) underlying to this Agreement. Provisions of such PPAs shall govern the supply of power from the respective Projects, which will be made available for sale by SECI under this Agreement. SECI shall not be liable for any reduction, interruption, or non-availability of power arising from project eneration constraints, force majeure events, regulatory directions, termination or modification of the underlying PPAs, non-availability of transmission infrastructure, or any other event beyond SECI's reasonable control.		Since PPA is signed by SECI and power trading licensee, hence obligations & liabilities of their power trading agreement can't be subject to this paragaraph-5. Moreover, SECI can't absolve itself its obligations as definitive agreement is signed between power trading licensee & SECI. Here, SECI is invoking damages for PTL , i.e. similar should also applicable for power trading licensee.	The terms and conditions of the RfS shall prevail.
42	RfS	2.g	Deployment of manpower to SECI's control room	Deployment of manpower to SECI's control room **on contract basis for a period of 3 years and to be extendable for 1 year in case contract agreement is extended for a period of 1 year. Total personnel are required to be deployed in SECI Control Room. This manpower would be required for shift operations on round the clock basis.**	Clause is needed to be more specific on the manpower deployment, since the manpower could only be recruited for a limited period as per Contract Agreement. Also total number of personnel required and working hours for the same are not specified.	The terms and conditions of the RfS shall prevail. It is on mutual agreed terms.
43	RfS	2.h	iii. All charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access, transmission, wheeling, **Unscheduled Interchange**, Scheduling, Reactive power, **RLDC/SLDC charges** etc.) as notified by the competent authority/ regulator shall be borne by the RPD and beyond the Delivery Point, all charges and losses as notified by the competent authority/ regulator from time to time shall be borne by the Buyer/PTL. In case it is paid by SECI on behalf of Buyer/PTL/RPD, the same shall be recovered from the Buyer/PTL/RPD (as applicable).	iii. All charges and losses related to Transmission of power from project up to Delivery Point (including but not limited to open access, transmission, wheeling, Scheduling, Reactive power etc.) as notified by the competent authority/ regulator shall be borne by the RPD and beyond the Delivery Point, all charges and losses as notified by the competent authority/ regulator from time to time shall be borne by the Buyer/PTL. In case it is paid by SECI on behalf of Buyer/PTL/RPD, the same shall be recovered from the Buyer/PTL/RPD (as applicable).	a. Unscheduled Interchange (i.e., Deviation Settlement) is not associated with the transmission of power; rather, it arises due to deviation in generation or offtake from the scheduled quantum. Accordingly, a separate clause should be incorporated to specifically provide for the treatment and settlement of deviations. b. RLDC/SLDC charges are raised on installed capacity and therefore may appropriately remain with the generator.	The terms and conditions of the RfS shall prevail.
44	RfS	REC	No clause	**The successful PTL shall be sole owner for the RECs benefits arises from the generation and supply of the Contracted Capacity from the selected Project. PTL shall support to provide details of scheduled power utilised for RPO obligations and other relevant documents as required for issuance of RECs. Applicability and issuance of REC shall be governed by extant CERC (Terms and Conditions for Renewable Energy Certificates for Renewable Energy Generation).**	Since PTL shall be making all reasonable efforts to facilitate the sale of the RE Power, any benefit arising from the Renewable Energy Certificates (RECs) attributable to such RE Power shall also accrue to PTL.	REC may be claimed by PTL as per applicable regulations
45	PTA	12			The term **"Billing Cycle"** may be renamed as **"Billing"** so that the heading appropriately reflects the various components and provisions covered under the clause.	**Kindly refer to Amendment 01.**
46	PTA	12	For the purchase of power during a calendar month, SECI shall submit monthly bills to Buying Entity provisionally on the basis of the REA/SEA/Joint Monthly Reading (JMR). The bills for the period from 1st to the end of the month shall be raised in the subsequent month. **The relevant bills will be raised based on the provisional monthly energy data at Delivery Point based on SLDC/RLDC website data.** After receipt of REA/SEA for the previous month from RPC/ SLDC, final bill for the month shall be raised with necessary adjustment in the current billing cycle.	**The bills for the period from 1st to the end of the month shall be raised in the subsequent month. For the purchase of power during a calendar month, SECI shall submit monthly bills at Applicable Tariff to PTL provisionally on the basis of the REA/SEA/Joint Monthly Reading (JMR). After receipt of Final REA/SEA for the relevant month from RPC/ SLDC, final bill for the differential amount shall be raised.**	The highlighted portion of the prevailing clause has been removed, and a suitable explanation regarding billing of the differential amount after publication of the Final REA/SEA has been incorporated. However, clarity regarding the treatment of the Trading Margin is not provided. Accordingly, suitable provision may be incorporated to clearly specify the adjustment and treatment of PTL Trading Margin in such cases.	**Kindly refer to Amendment 01.**
47	PTA	12	No clarity regarding applicability of Change in Law	**Change in Law is not applicable**	PTL shall only take responsibility for the sale of energy and shall not be responsible for any obligations beyond the scope of such sale. Accordingly, the agreement should clearly specify that no Change in Law claim shall be applicable to the PTL in respect of such transactions, as the PTL's role is limited to facilitating the sale of energy upon receipt of the applicable margin.	Change in Law, if any, shall governed as per SECI-RPD PPA and as per regulation, Change in Law shall be paid by the end user.
48	PTA	13	Generation Compensation= ((Tariff X RE Power (MW) offered but not scheduled by the Buying Entity)) X 1000 X No. of hours of grid unavailability	Generation Compensation= ((Tariff X RE Power (MW) offered but not scheduled by the Buying Entity)) X 1000 X No. of hours of **reduced offtake**. However, in the case of third-party sale or sale in exchange the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, on a monthly basis. For claiming compensation, the generator must sell their power in the exchange. Provided that no such Generation Compensation shall be claimed by SECI/RPD where the Backdown is forced at the directions of the National/Regional Load Dispatch Centre on account of events like transmission constraints, consideration of grid security or safety of any equipment or personnel.	The provision for Generation compensation is provided by SECI, however, no provision for treatment of power sold to third parties is provided. Hence, same should be inserted along with Generation Compensation mechanism.	**Kindly refer to Amendment 01.**
49		13	During the term of the agreement, if the RE Power generated is constrained due to **Grid unavailability**/reduced offtake for reasons not attributable to RPD, then Buying Entity shall compensate SECI/RPD as below:	During the term of the agreement, if the RE Power generated is constrained due to reduced offtake for reasons not attributable to RPD, then Buying Entity shall compensate SECI/RPD as below:	Grid unavailability can neither be attributed to PTL nor to the buyer. Hence, no Generation compensation shall be payable due to Grid unavailability.	No Generation Compensation shall be claimed by SECI/RPD where the Backdown is forced at the directions of the National/Regional Load Dispatch Centre on account of events like transmission constraints, consideration of grid security or safety of any equipment or personnel.

50		13	Buying Entity shall make monthly payment of Energy Bills to SECI. The due date of payment of all energy bills & open access bills shall be 7 days, from the date of Emailed/faxed bill (Including the date of email/fax). In case the due date of payment is a bank holiday, the next bank working day shall be the due date of payment. In case payments are not made by Buying Entity to SECI by due date, a surcharge as per Article 14 shall be applicable. Further, if payments are not made by Buying Entity to SECI within 7 days after the due date then SECI shall have the right to stop the power supply and terminate this Agreement. It is further made clear that any deficits in supply of power on account of such stopping of power shall not be subject to any liability of SECI.	Buying Entity shall make monthly payment of Energy Bills to SECI. The due date of payment of all energy bills shall be **45 days**, from the date of receipt of Bill through Email (**excluding** the date of email). In case payments are not made by Buying Entity to SECI by due date, a surcharge as per Article 14 shall be applicable. Further, if payments are not made by Buying Entity to SECI within **45 days** after the due date then SECI shall have the right to stop the power supply and terminate this Agreement. It is further made clear that any deficits in supply of power on account of such stopping of power shall not be subject to any liability of SECI.	As per the prevailing practice, the due date for monthly bills is 45 days from the date of receipt of the bill (excluding the date of receipt). The same is also in line with the prevailing regulatory provisions. Additionally, as per standard contractual practice, the date of receipt of the bill is generally excluded while calculating the payment due date. Accordingly, the payment period and the manner of calculation of the due date may be suitably modified to provide for 45 days from the day following the date of receipt of the bill, with surcharge becoming applicable only upon expiry of the said period.	The terms and conditions of the RfS shall prevail.
		13	For any amount payable by SECI or Buying Entity/PTL as per Clause 10 (Open Access), the invoice shall be raised by SECI or Buying Entity/PTL as the case may and payment shall be made within fifteen (15) days from the date of receipt of the invoice. For any delay in payment, surcharge will be payable for the period of the delay, at 1.25% per month.	For any amount payable by SECI or Buying Entity/PTL as per Clause 10 (Open Access), the invoice shall be raised by SECI or Buying Entity/PTL as the case may and payment shall be made within **seven (7) days** from the date of receipt of the invoice. For any delay in payment, surcharge will be payable for the period of the delay as per LPSC Rule.	The due date for Open Access Bills is aligned with the due date already stipulated in the Standard Power Trading Agreement. Accordingly, the same may be retained for consistency.	**Kindly refer to Amendment 01.**
52		General	No clause	**a) Rebate as per SECI-RPD PPA shall be payable to PTL for the payments made within a period of seven (7) days of the presentation of Bill excluding the date of presentation of Bill.** **b) Any payments made after seven (7) days of the date of presentation of bill up to the 30th day shall be allowed rebate as per SECI-RPD PPA excluding the date of presentation of Bill.**	Provision of a rebate for early payment would incentivize PTL to make payments to SECI ahead of the due date, thereby ensuring timely availability of funds with SECI and facilitating smooth cash flows to the RPDs. Further, early payment against a rebate is a prevailing practice among Buying Utilities. Incorporating such a provision would therefore align the payment mechanism with established industry practice and facilitate PTL in securing suitable agreements with the Buyers.	The terms and conditions of the RfS shall prevail.
53		14	A surcharge of 1.25% per month shall be applied on all payments outstanding after due date. This surcharge would be calculated on a day-to-day basis for	Surcharge shall be applied **as per LPSC Rule** on all payments outstanding after due date. This surcharge would be calculated on a	Upon a plain reading of the existing clause, it appears that the surcharge is to be calculated from the date of receipt of the bill. Accordingly, the clause may be	In the event of payment of a Monthly Bill by the Buying Entity beyond the Due Date, a Late Payment Surcharge (LPS) shall be payable by the Buying Entity to SECI on the
54		2	"Tariff" or "Applicable Tariff" shall mean the Tariff as per Article 9 of SECI-RPD PPA plus Seven Paise per unit	**"Tariff payable to SECI" or" Applicable Tariff"shall mean the "Tariff" as per Article 9 of SECI PPA plus Seven Paise per unit minus Trading Margin of PTL per unit**	The definition should clearly specify the tariff payable to SECI/RPD as well as the tariff applicable to the Buying Utility. Accordingly, the necessary clarification has been incorporated in the definition to avoid any ambiguity regarding the applicable tariffs and payment obligations	**Kindly refer to Amendment 01.**
55		15	The PTL shall provide SECI, in respect of payment of its Monthly Bills, a single, unconditional, revolving and irrevocable Bank Guarantee (BG), opened and maintained by the PTL, Two (2) weeks before commencement of supply, which may be drawn upon by SECI in accordance with this Article. The PTL shall provide SECI draft of the Bank Guarantee proposed to be issued to SECI. The Bank Guarantee shall have a term of twelve (12) Months and shall be renewed annually for an amount equal to 210% of the estimated average monthly billing, calculated at Applicable Tariff (PPA tariff plus trading margin) mentioned in this Agreement. Provided further that if at any time, such BG amount falls short of the amount specified hereinabove, PTL shall restore such shortfall within seven (7) days. SECI shall not draw upon such Bank Guarantee prior to the Due Date of the relevant Monthly Bill and shall not make more than one drawl in a Month provided that there are no outstanding dues. PTL shall cause the scheduled bank issuing the Bank Guarantee to intimate SECI, in writing regarding establishing such irrevocable Bank Guarantee and any of the changes therein. The PTL shall ensure that the Bank Guarantee shall be renewed, not later than its expiry.	The PTL shall provide SECI, in respect of payment of its Monthly Bills, unconditional, revolving and irrevocable Letter of Credit (LC), opened and maintained by the PTL, One (1) week before commencement of supply, which may be drawn upon by SECI in accordance with this Article. The PTL shall provide SECI draft of the LC proposed to be issued to SECI. The LC shall have a term of twelve (12) Months and shall be renewed annually for an amount equal to **110%** of the estimated average monthly billing, calculated at Applicable Tariff (PPA tariff plus trading margin) mentioned in this Agreement, for the Contracted Capacity Operationalised or made available for sale by SECI. Provided further that if at any time, such LC amount falls short of the amount specified hereinabove, PTL shall restore such shortfall within seven (7) days. SECI shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and shall not make more than one drawl in a Month provided that there are no outstanding dues. PTL shall cause the scheduled bank issuing the LC to intimate SECI, in writing regarding establishing such irrevocable Letter of Credit and any of the changes therein. The PTL shall ensure that the Letter of Credit shall be renewed, not later than its expiry.	Calculation of value of LC shall be based on the Operationalised Capacity and not on the contracted Capacity.	The terms and conditions of the RfS shall prevail.

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