

SOLAR ENERGY CORPORATION OF INDIA LIMITED						
New Delhi						
RfS No. SECI/C&P/WPD/2000MW/T9/RfS/032020						Dated: 29.05.2020
Clarifications to the queries on the Request for Selection (RfS) Document For Selection of Solar Power Developers for Setting up of 2000 MW ISTS-Connected Solar PV Power projects in India under Tariff-based Competitive Bidding (ISTS-IX)						
Sl. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RFS	Defn 3.17	In Definition, SCD is given 18 months while in Clause no. 3.17 its 24 months.	Kindly align period of SCD everywhere in the RFS document. It is requested that the Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the 24 months from PPA effective date.	Considering the challenges in land acquisition, RoW approval and other unforeseen situations, it is requested to increase the SCOD from 18 months to 24 months from PPA effective date	The clause has been suitably modified. Please refer to the Amendments
2	RFS	3.9.C	Excess generation: In case SECI purchases the excess generation at its discretion {without any obligation to do so}, the same shall be done at 75% of the PPA tariff. In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the WPD will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement	It is requested that the purchase of excess generation by SECI should be done at 100% PPA tariff instead of 75%.	It will make the project more viable for RPD if the excess power would be purchased by SECI at the same PPA tariff as the project would be developed by RPD only for SECI.	The Clause remains unchanged.
3	RFS	3.12	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/Project, to SECI through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects.....	To be deleted	The same clause was proposed by SECI in Tranche VIII through amendment-1 dated 30.07.2019. After detailed deliberation, the same clause was deleted by SECI (Corrigendum-4, dated- 09.09.2019)	The clause has been suitably modified. Please refer to the Amendments
4	RFS	4.4	Single Stage, double envelope bidding followed by e-reverse auction. L1 Matching and Selection of Successful Bidders i. At the end of the e-RA, the Bidder quoting the lowest tariff (L1 tariff) will be identified and shall be declared as Successful Bidder. In case of multiple Bidders quoting the L1 tariff, all such Bidders will be declared as Successful Bidders, upto the eligible capacity SE ii. In case the Eligible Capacity SE, as per Clause 4.3 above, is not fully met by the Successful Bidder(s) as declared above, the remaining Bidders will be asked to match the lowest tariff as discovered above ("L1 Matching").	Request to reinstate the earlier methodology of Bucket filling	You may appreciate that each projects located at different locations would have different potential of generation and tariff may vary project to project as cost of land, other infrastructure cost and solar radiance/ wind speed etc would be different for each project site. so matching L1 tariff is not fair and equitable. The earlier concept of bucket filling would be a more competitive way of conducting the tender and it will also ensure higher participation with more competition during the reverse auction	The clause has been suitably modified. Please refer to the Amendments
5	RfS	Section III 3.9 D	Offtake Constraints due to Grid Unavailability & Backdown Note: Notwithstanding anything mentioned above, the provisions of Clause 3.9.D of the RfS shall be applicable subject to the acceptance of the same by the respective Buying Utility in the Power Sale Agreement.	Remove the note.	Compensation in case of offtake constraint due to Grid unavailability or due to backdown by buying entity should be allowed and should be a part of Power Sale Agreement without any future acceptance or conditions by Buying entity. As denial of this clause at later date by buying entity can change the risk matrix and quoted tariff would also need to factor in this higher risk . In view of the above, provisions of 3.9 D clause should be a part of PPA without any conditions.	The clause has been suitably modified. Please refer to the Amendments
6	RfS	Section I and III 1.3.3	Bidders shall submit their bid by offering a single tariff for all the Projects quoted for , which shall be applicable for the term of the PPA. 3.5 b Only a single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the ISN-ETS portal	The following may be modified as below: 1.3.3 Bidders shall submit their bid by offering a Different tariff separately for all the Projects quoted for, which shall be applicable for the term of the PPA. 3.5 b Multiple tariff bid separately for the Projects shall have to be filled online in the Electronic Form provided at the ISN-ETS portal	As per the RFS document, bidders are allowed to bid as many as projects with minimum capacity of 50 MW upto 2000 MW. However, bidders have to quote single tariff for all the projects quoted for. You may appreciate that each projects located at different locations would have different potential of generation and tariff may vary project to project as cost of land, other infrastructure cost and solar radiance/ wind speed etc would be different for each project site. In view of the above, tariff for different projects having different renewable potential can not be same. Therefore, it is requested to allow the bidder to quote different tariff for each individual project separately.	The Clause remains unchanged.

7	RfS	Section III 3.17 D	The WPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity and Long-Term Access (LTA). Early commissioning of the Project will be allowed solely at the risk and cost of the WPD, and SECI shall purchase the energy from such early commissioned Project at the PPA tariff, <u>only in case the Discom agrees to purchase power from the Project at an earlier date</u> , and at the PPA tariff plus trading margin.	"only in case the Discom agrees to purchase power from the Project" should be removed.	"only in case where the Discom agrees" is adding uncertainty to the availability of incentive on early commissioning. Please delete the same from the clause, enabling RPD to plan to commission the part or full project earlier then SCOD.	The Clause remains unchanged.
8	RfS	3.5.9 C III	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 (I) and (II) above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s).	Company C is a 100% subsidiary of Company B, which itself is a 100% subsidiary of Company A. Hence Company A is the ultimate parent of Company C. Can Company C use the financial credentials of Company A (its ultimate parent) in order to meet the financial eligibility criteria?	Please provide clarity on this for tender participation purpose	Yes, the proposed methodology may be utilized to meet the financial eligibility criteria
9	RfS	3.16 Financial Closure	Financial Closure		With SCOD getting extended to 24 months, we request SECI to consider FC within 10 months from the Effective Date of the Power Purchase Agreement (PPA)	The Clause remains unchanged.
10	RfS	3.17	Commissioning		We request SECI to consider SCOD of 30 months from PPA signing for single projects with capacity of 500-1000 MW and 36 months from PPA for the capacity above 1000MW and above.	The Clause remains unchanged.
11	RfS	Eligible project	Enhancement and augmentation of already commissioned Projects will not be considered as eligible Projects	These should be treated as new projects and be considered. The regulatory concerns should be left for Develoeprs to decide		The Clause remains unchanged.
12	RfS	EMD	INR 6 Lakh / MW in the form of BG and to be submitted with the Bid	Intead of BG , SECI is requested to consider Parent Corporate Guarantee I(PCG) of Bidding Entities of a reasonable Credit Rating . This will release the pressure on working capital limits of Bidding entities. However the PBG can continue for the PPA		The Clause remains unchanged.
13	RfS	Payment Security Deposit	Payment Security Deposit : INR 5 Lakh per MW per Project	This will mean payment of INR 13.5 Lacs/WTG, to be added in Capital cost, which increase Tariff requirement by 3 paise. Discoms should be following MoP's direction of opening of LCs. We suggest to relook this provision.		The clause has been suitably modified. Please refer to the Amendments
14	RfS	Eligible Bid Capacity	Project Capacity Per Bidder Min: 50MW Max: 2000MW	Timeline to be different for execution of Project size more than 500 MW. We also suggest that the cap on bid capacity should be there for a single bidder. This will ensure that more competition is there.		Maximum cumulative Project capacity to be quoted by a bidder has been modified to 1200 MW. Please refer to the amendments
15	RfS	Commissioning Schedule (SCOD)	24 Months from Effective Date of PPA or from Effective Date of PSA, whichever is later SCOD extension on account of givernment delays and FM Maximum allowable timeline : 180 days from SCOD	Suggested changes a) upto 150 MW - within 18 months b) upto 250 MW - within 24 months c) upto 300 MW - within 36 months d) beyond 400 MW upto 36 months Governemnt delays also to include " Delay in land allotment " or non action on clarity of Land "		The Clause remains unchanged.

16	RfS	Timeline for FC and Penalty for delay in FC	<p>Timeline for FC: (without Land) FC for the Project to be achieved within 7 months from Effective Date of PPA.</p> <p>Delay in FC: relaxed for FM condition and not because of action or inaction of WPD In case of delay in FC, SECI reserves the right to encash the PBG and remove the Project from RfS. Alternatively SECI may levy penalty @ Rs. 1,000/- / MW / Day + 18% GST provided such penalty is paid in advance by the Bidder to SECI estimating the number of days of delay. In case of delay in achievement of this condition, SECI to provide the 7 days notice to WPD failing which PBG will be encashed and Terminate the PPA. This Penalty is however refundable provided the Project is commissioned by SCOD</p> <p>Additional Information to be submitted along with FC:- a. Planned/ proposed WTG Supplier along with necessary POs at least 14 days prior to Scheduled FC b. clear possession of 100% land supported by documents / lease agreements to establish possession / right to use 100% required land in the name of WPD for a period not less than term of PPA. c. Sworn affidavit from authorized signatory of WPD listing the details of land and certifying the total land required for the project is under clear possession.</p>	a) IF the FC is not completed within an extended time limit of say 3 months , arising out of no fault of WPD ... then WPD should be allowed to exit without any liability to SECI		The Clause remains unchanged.
17	RfS	Penalty for delay in Commissioning	<p>a) Delay up to 9 months from SCOD - The total PBG on per day basis and proportionate to the balance Capacity not commissioned. b) Delay beyond 27 months the un-Commissioned portion of the Project will be Cancelled</p>	<p>a) The WPD be allowed to get the project size reduced after the SCOD , provided it has achieved 33% of the quantity awarded without enforcing the LDs for delayed commissioning . This is in view of the experience of existing project where most of the project are affected by delays at ground and has put a strain on the financials of WPDs</p> <p>b) The period of 27 months, need to be calculated with reference to the size of the MWs allotted to bidder</p>		The delay period is 180 days after SCD, and the clause remains unchanged.
18	RfS	Change of shareholding	Restriction on change of shareholding within 12 months from COD	Given the market condition currently , we suggest this condition to be relaxed after CoD.		The Clause remains unchanged.
19	RfS	Shortfall in meeting CUF	The LD has to be paid @ 50% of PPA tariff (in energy terms)	We suggest that this to be enforced only if buyer is penalised.		The Clause remains unchanged.
20	RfS	3.4.1	<p>Maximum Eligibility for Project capacity allocation for a Bidder A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application for a maximum total capacity of 2000 MW with minimum Project size of a single Project being 50 MW</p>	<p>Maximum Eligibility for Project capacity allocation for a Bidder A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application for a maximum total capacity of 600 MW with minimum Project size of a single Project being 50 MW</p>	allowing single bidder to bid quantity equal to total bid capacity will allow large players to secure entire capacity leading to no capacity for players who have participated with less capacity. Keeping the maximum size to 600 MW per bidder will allow many companies to win and execute projects. it will help in derisking the total bid capacity in case of any eventuality with the bid winner.	The clause has been suitably modified. Please refer to the Amendments
21	RfS	3.7.9	The LTA shall be applied for by the WPD within 60 days of issuance of LOAs. or within 30 days of intimation of Buying Entity\Buying Utility provided by SECI, whichever is later.	<p>The LTA shall be applied for by the HPD within 30 days of</p> <p>a) Signing of PPA and PSA b) Intimation of Buying Discom and Quantum c) Adoption of Tariff and Trading Margin by CERC & SERC Whichever is later</p>	LTA application is a firm commitment to CTU having huge financial implications. It can only be done when all regulatory approvals and clearances are in place for project.	The clause has been suitably modified. Please refer to the Amendments
22	RfS	3.9.D.a	Generation Loss = [(Average Generation per hour during the billing month) × (number of hours of grid unavailability during that particular billing month)]	Generation Loss = [(Average Generation per hour during the day of backdown) × (number of hours of grid unavailability during that particular billing month)]	There is high variation in the generation on day to day basis due to natural sources of energy. Taking average of the month may not represent the generation lost during backing down period. It is suggested to change it to average of the day of backdown.	The Clause remains unchanged.
23	RfS	3.9.D.a	The excess generation by the HPD equal to this generation loss shall be procured by SECI at the PPA tariff, on a monthly basis.	<p>To be replaced with: The loss of generation will be compensated at PPA tariff in the next monthly bill.</p>	Excess generation is calculated annually, and It is possible that there is no excess generation beyond 120% of committed CUF at the end of the year. So, there is no compensation paid of the generation lost during the period when grid was unavailable.	The Clause remains unchanged.

24	RfS	3.9.D.b	Generation Compensation = 50% x [(Average Generation during the month corresponding to the capacity backed down) × PPA tariff	Generation Compensation = 100% x [(Average Generation per hour during the day of back down and corresponding to the capacity backed down) × PPA tariff	There is high variation in the generation on day to day basis due to natural sources of energy. Taking average of the month may not represent the generation lost during backing down period. It is suggested to change it to average of the day of backdown.	The Clause remains unchanged.
25	RfS	3.11.b	Performance Bank Guarantee (PBG): Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value of @ Rs 12 Lakh/MW per Project, within 70 days of issuance of Letter of Award, or before signing of PPA, whichever is earlier.	Performance Bank Guarantee (PBG): Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value of @ Rs 12 Lakh/MW per Project, within 70 days of issuance of Letter of Award, or 2 days before signing of PPA upon confirmation from SECI.		The clause has been suitably modified. Please refer to the Amendments
26	RfS	Clause 3.7.9	"The WPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs..The LTA shall be applied for by the WPD within 60 days of issuance of LOAs or within 30 days of intimation of Buying Entity\Buying Utility provided by SECI, whichever is later."	"The WPDs shall be required to apply for connectivity at the identified substations within 30 days of issuance of LOAs or effective date of PSA, whichever is later ..The LTA shall be applied for by the WPD within 60 days of issuance of LOAs or within 30 days of intimation of Buying Entity\Buying Utility provided by SECI or after issuance of STU NOCs by the Buying Entity or effective date of PSA , whichever is later."	It is suggested that the criteria for applying and procuring Stage II connectivity and LTA should be linked with the signign of PSA since without a PSA the stage II connectivity and LTA will have no meaning and will be an added liability in case no DISCOM accepts to buy power at the discovered tariff. It is also suggested that in the absence of NOCs from STU, the WPDs are required to invest huge amount of money in the form of bank guarantees ,if the WPDs are allowed to apply for LTAs post issunace of STU NOC, it would be of great help in proper channelization of funds for the Project. At the same time prior to applying for LTA the bidder need to be certain	The clause has been suitably modified. Please refer to the Amendments
27	RfS	Clause 3.9 A	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	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 every year after COD.	The mapping of wind power potential of various sites in India is a recent phenomenon and not much past data is available. Thus, the Wind Farms are being developed based on the wind data available only for small period of time. The Wind Power Developers (WPD) are taking calculated risks in developing financial models. However, looking at the variable nature of wind in India and non-availability of adequate data, the WPD should be permitted to revise the declared CUF more often , once in three years to enable maintain their viability and not pay penalties attributed to these commitments.	The Clause remains unchanged.
28	RfS	Clause 3.10 (c)	The Wind Power Developers are required to obtain all necessary clearances ..to the following : (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.	The Wind Power Developers are required to obtain all necessary clearances and permits as required for setting up the Wind Power Projects, including but not limited to the following :WPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances as soon as possible upon procurement of land .	It is suggested that the WPDs should be given ample time to apply for MoD since often identifying and procuring land takes time and all the MoD applications cannot be put up within 30 days of effective date of PPA. A proper approval criteria of MOD needs to be developed before WPD start buying land. SECI / MNRE need to provide surety of a specific timeline to get MOD clearance. Applying within 30 days of LOA is impossible as bid winner needs to assess land, acquire land, get state level approvals before applying. For 300 MW project this can take anywhere between 5-12 months. MNRE also needs to guide nodal agencies, in each state, a faster mechanism to sign-off on maps, etc so that MOD application can be made in good time. Also any delay or complication due to MOD, should allow bid winner to find alternative project location and evacuation without any penalty and a fresh COD should be allowed therein	The Clause remains unchanged.

29	RfS	Clause 3.12	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/Project, to SECI through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SECI for the Projects.	Clarification Sought	Request you to provide further clarity on this fund. This is a huge burned on the WPDs and the WPDs are basically asked to secure themselves through their own funds. Please resolve the below mentioned quereis in this regard: i) Is the security deposit of Rs.5.00 lakh/MW is refundable and interest bearing. ii) Once this money is deposited, will it be available for only for our project or it can be used by SECI for any other project. iii) This amount is sufficient for approx. one month of generation. In case it is used, what is the payment security available to the project thereafter. iv)What is the criteria to claim under this payment security mechanism v) It need to be deposited in proportion to the commissioning of the project. In case WPD decide not to commission full capacity, then is it possible for SECI to refund the excess Security Deposit	This is a non-refundable Deposit, which will be utilized to set up the Payment Security Mechanism under the PPA.
30	RfS	Clause 3.15	However, in case of delays in demonstrating land possession by the WPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.	However, in case of delays in demonstrating land possession by the WPD on account of Government delay (including but not limited to delay in land use pattern change, and/or change in land policy, delay in necessary clearnce and approvals from State/Central Government such as MoD, Developer Permission, NA approval and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.	Please note that the entire project matrix is often changed due to sudden policy changes introduced by Government, such as, what we have seen in Gujarat wherein land policy has undergone numerous changes to the extent that it is impossible to procure land in Guajrat for the Wind Power Project, in such cases WPD is made to bear penalties for reasons beyond its control, and often we see that the MoD clearnce takes a lot of time despite the applications being submitted on time. It is thus, requested that these uncertain events should also be specifically covered under instances wherien the WPD can seek extension of the SCD.	The Clause remains unchanged.
31	RfS	NA	NA	Payments to be refunded back to Bidders in case no PSA is signed	Considering the fact that the tender is without any cap, it is suggested that all the payments that are made by the bidder should be refunded back to Bidders in case no PSA is signed.	The proposal has been addressed to by Clause 3.31 of the RfS
32	RfS, Section 3	3.2	Capacity of each Project: The Wind Power Projects are required to be designed for inter-connection with the ISTS (Inter-State Transmission System) network at a voltage level of 220 kV or above. The minimum cumulative project capacity quoted/awarded under the RfS shall be 50 MW and the maximum cumulative project capacity quoted/awarded under the RfS shall be 2000 MW. For a single Project, the minimum project size shall be 50 MW. The WPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure as per Annexure-A.	Capacity of each Project: The Wind Power Projects are required to be designed for inter-connection with the ISTS (Inter-State Transmission System) network at a voltage level of 132 kV / 220 kV or above. The minimum cumulative project capacity quoted/awarded under the RfS shall be 50 MW and the maximum cumulative project capacity quoted/awarded under the RfS shall be 2000 MW. For a single Project, the minimum project size shall be 50 MW. The WPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure as per Annexure-A.	Inline with definition on page 12 of 101, “Inter-connection/Injection/Delivery/Metering point” wherein interconnection at 132 kV level is allowed.	Reference of 132 kV in the tender documents has been removed. Please refer to the Amendments
33	RfS, Section 3	3.7.2	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 maintenance of Transmission system up to the interconnection point shall be responsibility of the WPD, to be undertaken entirely at its cost and expense but excluding of Terminal bay maintenance with its spare.	As the Terminal Bay is excluded from the scope of WPD as per Cl. No.3.2 of RfS, which says” Bay construction at ISTS substation shall not be under the scope of the WPD, as per the existing provisions of CERC ”.	The Clause remains unchanged.
34	RfS, Section 3	3.7.3	The arrangement of connectivity shall be made by the WPD through a dedicated transmission line.	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.	This clause is requested for modification as per CERC Order dated 15th May 2018, vide its 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 term "dedicated line" includes the concept of sharing of insfratructure by pooled projects

35	RfS, Section 3	3.7.9	The WPDs shall 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. In case the WPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the WPD to SECI. The LTA shall be applied for by the WPD within 60 days of issuance of LOAs. or within 30 days of intimation of Buying Entity\Buying Utility provided by SECI, whichever is later.	Please add the below para at the end of existing clause: In case the WPD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the WPD to SECI. Further, the Bidder shall be allowed to change its Delivery Point along with the State where the Project is located, until the fulfilment of Financial Closure. The responsibility of obtaining connectivity and/or LTA as per the revised location of the Project, and any delay in Financial Closure / Commissioning of the Project on account of the same, shall be borne by the WPD.	The proposed part of clause was available in the previosu RfS floated by SECI for Tr-7 as well as Tr.-9 (previous one), which provided a window to the WPD to shift to any other state where connectivity is available (incl. Land) and identify the GSS as per Clasue no. 3.7.4 of RfS. Hence, request for addition of proposed para.	It may be noted that the WPD will be required to demonstrate land possession as per the RfS, only at the time of submission of request for project commissioning to SECI. Thus, it is implicit that the WPD is allowed to choose the land as per its own requirement, within the project commissioning timelines. However, any impact of change in project location and associated changes in connectivity/LTA, in terms of cost or time overruns, will be on the part of the WPD.
36	RfS, Section 3	3.9 (D) (a)	Grid unavailability in a contract year as beyond 50 hours in a Contract	Grid unavaibility shall be counted in the battery limit of Bidder only;	Any external reasons responsible for such non-availability of grid like lockdown,Work carrying out by PGCIL in TB (as O&M being done by PGCIL) etc. should not be counted.	The Clause remains unchanged.
37	RfS, Section 3	3.10	Clearances required: c) WPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 60 days of issuance of LoAs.	To be modified as : WPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 60 days of total land allotment / purchase.	MoD application shall be made only after allotment / purchase of land, as exact location co-ordinates are required.	The Clause remains unchanged.
38	RfS, Section 3	3.17B (b)	The maximum deadline allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 180 days from the SCD or the extended SCD (if applicable).	The maximum deadline allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 270 days from the SCD or the extended SCD (if applicable).	Maximum time period was allowed as 270 days as per earlier RfS' floated by SECI & same provision existing in the Projects under execution at present. We request SECI to modify this clause & other related clauses suitably.	The Clause remains unchanged.
39	RfS, Section 3	3.17 (C)	Delay in Commissioning on Account of Delay in LTA Operationalization (iii) The delay in grant of connectivity/LTA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the WPD. The above shall be treated as delays beyond the control of the WPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI.	Delay in Commissioning on Account of Delay in LTA .....control of the WPD. The above shall be treated as delays beyond the control of the WPD and SCD for such Projects SHOULD be revised as the date as on 60 days subsequent to readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA.	Delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project	The Clause remains unchanged.
40	RfS	Bid Information Sheet Pg. 3	Processing Fee Rs. 5 Lakh +18% GST for each project from 50 MW upto 99.9 MW, Rs. 15 Lakh + 18% GST for each project from 100 MW and above,	Processing Fee Rs. 5 Lakh +18% GST for each project	A bidder is paying cost of RfS document, Registration fee of bidding portal, Bid Processing fee on bidding portal. For an uncertain venture , blcking of such amount of bank lines becomes a burden. Further, there are ceratin other bids expected during the bid process o the present tender and it constrains the bidders to consider other tenders too as the BG lines from Banks get blocked to tha textent. Lower fees will enable the bidders to bid for higher capacities.	The Clause remains unchanged.
41	RfS	Definitions	“Contracted capacity” shall mean the AC capacity in MW contracted with SECI for supply by the WPD to SECI at the Delivery Point from the Wind Power Project, and shall be equal to the Project Capacity as defined;	“Contracted capacity” shall mean the AC capacity in MW contracted with SECI for supply by the WPD to SECI at the Delivery Point from the Wind Power Project, and shall be less than or equal to the Project Capacity as defined;	Contracted capacity may be delinked to Project capacity	The Clause remains unchanged.
42	RfS	Definitions	“Project Capacity” means the maximum AC capacity at the point of injection on which the Power Purchase Agreement shall be signed.	“Project Capacity” means the AC capacity more than or equal to the contracted capacity at the point of injection on which the Power Purchase Agreement shall be signed.	Request you to leave discretion of setting up no. of WTGs and technical confiurataion to the Develper to achieve higher CUF for the project. This does not affect the capacity committed to SECI. This gives flexibiity to the Developer in designingthe configuration	What is being referred to in this suggestion, is the "Installed capacity" of the Project, which the WPD is free to determine. However, minimum installed capacity rating should be equal to the Project Capacity, for which the PPA has been signed.

43	RfS	3.5 (C) i (a)	The Net Worth of the Bidder should be equal to or greater than Rs. 1.20 Crores per MW of the quoted capacity, as on the last date of previous Financial Year (FY) 2018-19, or as on the date at least 7 days prior to the due date of bid submission.	The Net Worth of the Bidder should be equal to or greater than Rs. 1.00 Crores per MW of the quoted capacity, as on the last date of previous Financial Year (FY) 2018-19, or as on the date at least 7 days prior to the due date of bid submission	We request you to revise the network criteria from 1.20 Cr/MW to 1 Cr/MW which enables more participation from smaller players too without sacrificing SECI's interest on fanancial capabilities as the respective biddersare unfirolly submitting BGs	The Clause remains unchanged.
44	RfS	3.9 (B)	Shortfall in minimum generation: During the term of the Project, subsequent to commissioning of Project, if for any year, it is found that the WPD has not been able to supply minimum energy corresponding to the lower limit of CUF declared by the WPD, such shortfall in performance shall make the WPD liable to pay the compensation provided in the PSA as payable to Buying Entities and shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. This will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the WPD. The amount of such compenation will be calculated @ 50% (Fifty percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. Such compensation as recovered from the WPD, shall be passed on by SECI to the buying utility(ies), as the case may be, after deducting losses of SECI. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of wind power by WPD.	Shortfall in minimum generation: During the term of the Project, subsequent to commissioning of Project, and from second year onwards, if for any year, it is found that the WPD has not been able to supply minimum energy corresponding to the lower limit of CUF declared by the WPD, such shortfall in performance shall make the WPD liable to pay the compensation provided in the PSA as payable to Buying Entities and shall duly pay such compensation to SECI to enable remitting the amount to the Buying Entities. This will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the WPD. The amount of such compenation will be calculated @ 25% (twenty five percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. Such compensation as recovered from the WPD, shall be passed on by SECI to the buying utility(ies), as the case may be, after deducting losses of SECI. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with SECI affecting supply of wind power by WPD.	No penalty for shortfall in generation for the first year of operation. The Wind Power Plant takes 3-4 months for stabilization and therefore first year generation is always lower than the long term average generation. Therefore, we request SECI to include a provision not to charge penalty for shortfall in generation in the first year and from second year onwards the amount of such compensation shall be calculated @ 25% (twenty five percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.	The Clause remains unchanged.
45	RfS	3.11. B	Performance Bank Guarantee (PBG): Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value of @ Rs 12 Lakh/MW per Project, within 70 days of issuance of Letter of Award, or before signing of PPA, whichever is earlier.	Performance Bank Guarantee (PBG): Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value of @ Rs 10 Lakh/MW per Project, within 60 days from the date of the order of adoption of tariff and the approval of PPA & PSA by the appropriate commission.	Reduction in PBG value marginally will encourage more players. Further, it is fair to expect that huge amount of PBG is not blocked for long time with uncertainty looming around PPA adoption by various state ERCs. However, till the same Bid Bond will continue.	The clause has been suitably modified. Please refer to the Amendments
46	RfS	3.17 (C')	Delay in Commissioning on Account of Delay in LTA Operationalization: Long Term Access (LTA) shall be required to be submitted by the WPD prior to commissioning of the Project. Subsequent to grant of connectivity, in case there is a delay in grant/ operationalization of LTA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that: (i) The WPD has complied with the complete application formalities as per Clause 3.7.8 above, (ii) The WPD has adhered to the applicable Procedure in this regard as notified by the CERC/CTU, and (iii) The delay in grant of connectivity/LTA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the WPD; The above shall be treated as delays beyond the control of the WPD and SCD for such Projects shall be revised as the date as on 60 days subsequent to readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI.		The commissioing of a Project is a very tedious task which involves the streamlining of Contractors, Vendros, Manpower, Machines and various components, the developer has to match its execution schedule to the progress of works of the CTU substation to save costs, security of materials and limit site related theft etc. In case the developer is made aware that the CTU is not getting Commisioned on schedule the Project site is demobilized. The re-mobilization, dispatch of materials for construction etc takes 30-45days and each WTG erection, testing and COD takes another 45days. So a minimum of 90 days is required post CTU substation is charged. Hence we request SECI to provide 90 days subsequent to readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA.	The Clause remains unchanged.

47	RfS	3.17 (D)	<p>Early Commissioning: The WPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity and Long-Term Access (LTA). Early commissioning of the Project will be allowed solely at the risk and cost of the WPD, and SECI shall purchase the energy from such early commissioned Project at the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.</p> <p>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, 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. However, in case the entire capacity is commissioned prior to SCD, SECI may purchase the generation at PPA Tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.</p>	<p>Early Commissioning: The WPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date, subject to availability of transmission connectivity and Long-Term Access (LTA). Early commissioning of the Project will be allowed solely at the risk and cost of the WPD, and SECI shall purchase the energy from such early commissioned Project at the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.</p> <p>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, 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. However, in case the entire capacity is commissioned prior to SCD, SECI may purchase the generation at PPA Tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.</p> <p>Further in case if Wind Power Developer (WPD) or Bidder informs the Procurer (SECI) of early commissioning 30 (thirty) days before the commissioning, the procurer should by default accept the power and no further approval may be required.</p>	<p>WPD by informing 30 days prior to the Procurer of early commissioning helps procurer to find the power requirement / Discom and thus very well placed in a position to inform back to WPD regarding the requirement of power.</p> <p>And in case if Wind Power Developer (WPD) or Bidder informs the Procurer (SECI) of early commissioning 30 (thirty) days before the commissioning, the procurer should by default accept the power and no further approval may be required.</p>	<p>The clause has been suitably modified. Please refer to the Amendments</p>
48	RfS	4.5	<p>Issuance of LOAs: At the end of selection process, a Letter of Award (LOA) will be issued to all the successful Bidders for each Project. In case Consortium being selected as successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.</p>	<p>Issuance of LOAs: At the end of selection process, within 60 days, a Letter of Award (LOA) will be issued to all the successful Bidders for each Project. In case Consortium being selected as successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.</p>	<p>We request SECI to issue LOA to the successful bidders within 60 Days from the end of selection process.</p>	<p>The Clause remains unchanged.</p>
49	RfS	3.11 A	<p>Earnest Money Deposit: Earnest Money Deposit (EMD) of Rs.6 Lakh / MW per Project in the form of Bank Guarantee according to Format 6.3 A and...</p>	<p>Earnest Money Deposit (EMD) of Rs.1 Lakh / MW per Project in the form of Bank Guarantee according to Format 6.3 A and...</p>	<p>In light of the global coronavirus pandemic, the credit lines of the bidders will already be strained. Request to reduce the EMD to Rs.1 lakh/MW in such unprecedented situation to support the bidders</p>	<p>The Clause remains unchanged.</p>
50	RfS	3.7.9	<p>The LTA shall be applied for by the WPD within 60 days of issuance of LOAs. or within 30 days of intimation of Buying Entity\Buying Utility provided by SECI, whichever is later.</p>	<p>The LTA shall be applied for by the HPD within 30 days of a) Signing of PPA and PSA b) Intimation of Buying Discom and Quantum c) Adoption of Tariff and Trading Margin by CERC & SERC Whichever is later</p>	<p>LTA application is a firm commitment to CTU having huge financial implications. It can only be done when all regulatory approvals and clearances are in place for project.</p>	<p>The clause has been suitably modified. Please refer to the Amendments</p>
51	PPA	2.1.4	<p>Pursuant to Article 4.2.6, If parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the SERC and/ or CERC (as applicable) is issued within the timeline as per Article 2.1.3, no extension for Financial Closure or Scheduled Commissioning Date shall be given. However, if the requisite SERC and/ or CERC (as applicable) order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the SERC and / or CERC order has been delayed beyond such period as specified in Article 2.1.3</p>		<p>1. 120 days post effective date of PPA is a long period. It should be 60 days. 2. Bidders should be given right to exit if Requisite SEC and CERC approvals are not secured.</p>	<p>The clause has been suitably modified. Please refer to the Amendments</p>
52	PPA	4.2.6	<p>.....In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to Force Majeure, the liability of transmission charges and losses would be shared between the WPD and Buying Entity in the ratio of 50:50.</p>		<p>delay in SCOD due to force majeure and applicability of ISTS charges cannot be borne by developer. Such charges are to be borne by buying utility.</p>	<p>The Clause remains unchanged.</p>
53	PPA	3.1	<p>The WPD agrees and undertakes to duly perform and complete all of the following activities including Financial Closure at the WPD's own cost and risk within 7 Months from the Effective Date,</p>		<p>7 months timeline should start from the date of tariff adoption by CERC and SERC.</p>	<p>The Clause remains unchanged.</p>
54	RFS	1.3.6	<p>If the project is transferred or sold to third party during its tenure (after initial lock-in period of 1 year after COD),.....of the PPA</p>	<p>If the project is transferred or sold to third party during its tenure (after initial lock-in period of 1 year after COD), Of the PPA</p>	<p>Funding for the project is responsibility of WPD's hence flexibility should be given to WPD's to organize and bring in third party if required for optimizing overall financial tie up for the project. Such change in company and signing of fresh PPA should be facilitated.</p>	<p>The Clause remains unchanged.</p>

55	RFS	3.7.6	a) Acceptance of such an arrangement by CTU.	a) Acceptance of such an arrangement by CTU RLDC .	a) Metering scheme is approved by RLDC hence same is appropriately placed .	The clause has been suitably modified. Please refer to the Amendments
56	RFS	3.9.C	.....The WPD will not be allowed to sell excess energy beyond the upper limit as per Clause 3.9.A., to any entity other than SECI, unless refused by SECI.....	.....The WPD will not be allowed to sell excess energy beyond the upper limit as per Clause 3.9.A., to any entity other than SECI, unless refused by SECI. SECI shall inform the refusal of such power to WPD within 10 days from issuance of notice from WPD for excess power generation	<div>Refusal from SECI to purchase excess power shall be notified to WPD within 10 days of such offer by WPD, so that alternative arrangements can be made by WPD to sell excess power to third party.</div> <div>Possibility of excess generation will be known to the generator after the high wind season and possibly after 9-10 months of the financial year, therefore decision should be taken at the earliest</div>	Please refer to Article 4.4.2 of the PPA
57	RFS	3.10	The above....., shall be required to be submitted to SECI prior to commissioning of the project.	The above clearances or application copy , as applicable for the Project, shall be required to be submitted to SECI prior to commissioning of the project.	<div>There are approvals such as wildlife which may take more time than the SCOD timelines and further approvals such as MoD, AAI are coordinates dependent and 100% land is allowed corresponding to commissioning hence application copy wrt to these approvals should be accepted as valid documents for such approvals/clearances.</div> <div>Undertaking from WPD’s can be suitably taken at the time of commissioning related to such approval.</div>	The Clause remains unchanged.
58	RFS	3.12	Success Charges & payment Security Deposit: Successful bidder shall have to pay Rs.1 lakh/MW/Project +18% GST to SECI .....within 30 days of issuance of LoA.	Successful bidder shall have to pay Rs.1 lakh/MW/Project +18% GST to SECI within 30 days of issuance of LoA before signing of PPA along with PBG.	Effective date of the project is linked to the signing of PPA hence submission of success charge should be allowed before signing of the PPA without any delay charges.	The Clause remains unchanged.
59	RFS	3.14.1	The final project configuration, adding up to the cumulative capacity awarded .....subsequent to signing of PPA.		WPD should be allowed to change the point of delivery at any time owing to various practical difficulties that may come in the form of local/state level policy changes which may impact directly/indirectly execution of the project. This clause to be suitably modified for allowing WPD to change point of connection.	Please refer to Sl. 35 above
60	RFS	3.15	WPD shall demonstrate clear possession and right to use 100% of the land identified for the project, on or before the SCD of the Project. In this regard, the WPD .....WPD for a period not less than the complete term of the PPA.	WPD shall demonstrate clear possession and right to use 100% of the land identified for the project, on or before the SCD of the Project. In this regard, the WPD shall be required to furnish documents/lease/sub lease/General Power of Attorney/other legal agreement as per relevant state procedures to establish possession/right to use 100% of the required land in the name of the WPD, its Affiliates and or it’s developer for a period not less than the complete term of the PPA.	<div>Kindly include type of agreements as lease/sub lease/General Power of Attorney/other legal agreement for arrangement of land.</div> <div>Further we request SECI to insert a suitable land condition for projects to be executed in states like Karnataka, where land acquisition in the name of firm is not allowed directly. In Karnataka we request SECI to accept documents such as General Power of Attorney in WPD’s developer/developer nominee name as compliance.</div> <div>Land in the name of developer shall be considered for land compliance as per Rfs.</div>	The Clause remains unchanged.
61	RFS	3.18 ii	.....Any infirm power 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 as per regulations. SECI may agree to buy this power as a trader if they find it viable outside the Scheme	.....Any infirm power 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 as per regulations. SECI to facilitate with letter as deemed necessary for making such short term sale to any organization or individual as per regulations. SECI may agree to buy this power as a trader if they find it viable outside the Scheme	Selling infirm power under short term would require NoC from SECI and suitable commissioning/COD letter as the case may be. Such requirements should be facilitated by SECI for ease of making short term sale of power to other organization.	The Clause remains unchanged.
			iii) In case of Projects being implemented 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 1 (one) year after the COD, except with the prior approval of SECI.		To modify the clauses to allow change of controlling shareholding of promotor of bidding company or SPV within group companies if such action is for the purpose of a	The Clause remains unchanged.

62	RFS	3.20 III & IV	iv) In case of the successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 1 (one) year after the COD, except with the prior approval of SECI. However, in case the Project is being set up by a listed Company, this condition will not be applicable.		merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the WPD and expressly assumes all obligations of the WPD under this Agreement. Such change can be notified and prior approval from SECI would be taken.	The Clause remains unchanged.
63	RFS	B.3	Part Commissioning of Project would be considered subject to the condition that minimum capacity for acceptance of first part commissioning shall be 50% or Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned	Part Commissioning of Project would be considered subject to the condition that minimum capacity for acceptance of first part commissioning shall be 50% of Project Capacity or 50 25 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However further relaxation for commissioning of part capacity lower than 25 MW to be granted on case to case basis.	Relaxation on cap for min 50 MW commissioning capacity needs to be allowed since due to several practical reason during the execution of the project WTG's gets stranded after erection for want of 50 MW capacity and doesn't get commissioned incurring increase in overhead cost and loss of revenue due to loss of generation. As commissioning is currently planned for online as per new process issued by SECI hence further relaxation in min capacity lot to be available.	The Clause remains unchanged.
64	RFS	Documents to be submitted to SECI prior to commissioning	c. Proof of possession/right to use of 100% of land identified for the project in the name of the WPD, if not furnished at the time of Financial Closure. It is clarified that the land, in case under the possession of the WPD's Affiliate(s), shall be required to be transferred in the name of the WPD prior to commissioning.		This clause to be modified to include as per applicable laws and existing policy since in Karnataka land transfer in company name may take longer due to lengthy and time consuming process of conversion of NA before transfer of land in company name. To that extent relief to be provided.	The Clause remains unchanged.
65	RFS	Documents to be submitted to SECI prior to commissioning	Based on the above documents, the project shall be acknowledged as having been commissioned as on the date as indicated in the MoM and Commissioning Certificate shall be issued by SECI/SNA. COD Certificate will be issued by SECI to enable scheduling of the Project at the earliest.		SECI to devise a mechanism so that COD certificate can be issued along with signing of MoM otherwise there is loss of generation of a day or two till final COD letter is issued by SECI. As per provision scheduling can be started at any given day from 00.00 hrs. If for example project is commissioned on 30.03.2021 and COD is issued on 31.03.2021 then scheduling of project can actually start from 01.04.2021, 00.00 hrs which is loss of generation for 1 complete day which can be avoided if MOM and COD are issued together.	The Clause remains unchanged.
66	PPA	Definition Expiry Date	Shall mean the date occurring twenty-five (25) years from the Scheduled Commissioning Date subject to that the supply of power shall be limited for a period of 25 years from the Scheduled Commissioning Date unless extended by the Parties as per this Agreement;	shall mean the date as on the expiry of 25 years from the SCD or from the date of full commissioning of the projects, whichever is earlier later.	PPA should be valid for atleast 25 years from full commissioning of project.	The Clause remains unchanged.
67	PPA	Definitions : Adjusted equity			Calculation of Adjusted Equity has been linked to WPI. Since expected return on equity is at a significantly higher rate compared to WPI, the adjustments are also required to be done at a higher rate. We suggest that a rate of 16% pa be considered from the date the equity is spent on the project basis regulated tariff	The Clause remains unchanged.
68	PPA	Definitions: Due date			Under the exclusions there needs to be a clause which links date of default/eligibility for termination with Transfer Date i.e. the clauses should read "X years prior to the Transfer Date or date of Default Notice/Force Majeure notice whichever is earlier". This is required for cases where transfer of assets take place after a significant long time after the default/termination. Also, Transfer Date has not been defined. Presumably, it shall be the date on which the asset gets transferred.	
69	PPA	3.2.3	For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement	To be deleted	Termination of agreement once done should relieve WPD from any other obligation and penalties under the agreement.	The Clause remains unchanged.
			On or before Scheduled Commissioning Date, the WPD shall demonstrate possession of 100% (Hundred Percent) of the land identified for the Project in its name for a period not less than the complete Term of this Agreement. In	On or before Scheduled Commissioning Date, the WPD shall demonstrate possession of 100% (Hundred Percent) of the land identified for the Project In this regard, the WPD shall submit	This clause of PPA shall be in line with suggested change in RfS clause no. 3.15 as per our comments in Rfs.	

70	PPA	4.1.1a	its name for a period not less than the complete term of this Agreement. In this regard, the WPD shall submit documents/ Lease Agreement to establish possession/ right to use 100% of the required land in the name of the WPD or its Affiliate. In case the land is in the name of the Affiliate, the land should be transferred in the name of the WPD prior to the SCD	documents/ Lease Agreement/ General Power of Attorney/other relevant agreement to establish possession/ right to use 100% of the required land in the name of the WPD or its Affiliate or its developers. In case the land is in the name of the Affiliate, the land should be transferred in the name of the WPD prior to the SCD	Further since 100% land is already allowed till SCD hence requirement of transferring it in the name of WPD before SCD should be removed.	The Clause remains unchanged.
71	PPA	4.1.1.g	maintaining its controlling shareholding (controlling shareholding shall mean more than 50% of the voting rights and paid-up share capital) prevalent at the time of signing of PPA up to a period of one(1) year after Commercial Operation Date of the Project in line with Clause 3.20 of the RfS.	.....However transfer of controlling shareholding within the same Group Companies will be allowed with the permission of SECI after COD subject to the condition that the management control remains within the same Group Companies	Joint control is also introduced in the definition hence this clause to be suitably changed/redrafted to reflect such control.	The Clause remains unchanged.
			However transfer of controlling shareholding within the same Group Companies will be allowed with the permission of SECI after COD subject to the condition that the management control remains within the same Group Companies		Changes as suggested in the Rfs to be accommodated here as well.	
					Change in shareholding to be allowed as and when required with intimation to SECI keeping management control within the same group of companies.	
72	PPA	4.1.1.h	The WPD shall be responsible for directly coordinating and dealing with corresponding buying entity (ties), Load Despatch centres	The WPD shall be responsible for directly coordinating and dealing with corresponding buying entity (ties) , Load Despatch centres	Please remove the obligation of WPD dealing with buying entity(ties) as WPD does not have any link with buying entity and any settlement from Buying Entity shall be done from SECI as SECI will be signing binding PSA with DISCOMs and same can be enforced strongly to buying entity as per PSA terms.	The Clause remains unchanged.
73	PPA	4.2.6	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges..... In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to Force Majeure, the liability of transmission charges and losses would be shared between the WPD and Buying Entity in the ratio of 50:50.	Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) In case the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SECI shall bear no liability with respect to transmission charges and losses levied, if any. In case the SCD of the Project is before the date till above ISTS waiver is applicable, and if the commissioning of the Project gets delayed beyond the applicable date of ISTS waiver due to Force Majeure, the liability of transmission charges and losses would be shared between the WPD and Buying Entity in the ratio of 50:50.	The related lines needs to be strucked off as it contradicts the statement following sharing of costs between parties.	The Clause remains unchanged.
74	PPA	4.3.2	Energy procured from the Project under this Agreement shall be allocated on a pro-rata basis, to all the Buying Entities which have signed their respective Power Sale Agreements with SECI under the referred RfS.	Energy procured from the Project under this Agreement shall be allocated on a pro-rata basis, to all the assigned/allocated Buying Entities which have signed their respective Power Sale Agreements with SECI under the referred RfS.	Clause to be suitably amended to reflect allocated Discoms to WPD	The Clause remains unchanged.
75	PPA	4.5.6	Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date pursuant to Article 4.6.2.	Clause to be deleted/modified	This clause to be suitably amended to reflect maximum time allowable as 6 months from extended SCOD. Otherwise extension itself is being capped at 6 months even if WPD wants to develop the project beyond this date	The clause has been deleted. Please refer to the amendments
76	PPA	4.7.	Acceptance/Performance Test	Clause to be deleted	Clause to be deleted as there is no agency for such certification of wind project and its not in practise.	The Clause remains unchanged.
77	PPA		Declaration of COD / UCOD shall only be done subject to the demonstration of the compliances as per Schedule-3 and subsequent upon the successful visit by the Commissioning Committee.	Declaration of COD / UCOD shall only be done subject to the demonstration of the compliances as per Schedule-3 and subsequent upon the successful visit by the Commissioning Committee.	Physical visit at times can be omitted as per circumstances hence mandatory visit lines to be deleted.	The Clause remains unchanged.
78	PPA	5.1.7	The Parties agree that for the purpose of commencement of the supply of electricity by WPD to SECI, liquidated damages for delay etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevant date	The Parties agree that for the purpose of commencement of the supply of electricity by WPD to SECI, liquidated damages for delay etc., the Scheduled Commissioning Date or extended SCOD as defined in this Agreement shall be the relevant date	Provision for calculation of LD's wrt extended SCOD also to be kept.	The clause has been suitably modified. Please refer to the Amendments
79	PPA	5.1.8	Early commissioning of the Project will be allowed solely at the risk and cost of the WPD, and SECI shall purchase the energy from such early commissioned Project at the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin.	Early commissioning of the Project will be allowed solely at the risk and cost of the WPD, and SECI shall purchase the energy from such early commissioned Project at the PPA tariff, only in case the Discom agrees to purchase power from the Project at an earlier date, and at the PPA tariff plus trading margin	Early commissioning should not be with condition of acceptance of Discoms but should be purchased as and when commissioned as per the terms of the agreements. This would encourage early commissioning and this should be allowed	The Clause remains unchanged.

80	PPA	5.1.8	Additional clause	However, in case the entire capacity is commissioned prior to SCD, SECI may will purchase the generation at PPA Tariff,	As above	The Clause remains unchanged.
81	PPA	6.1.2	The WPD shall be responsible for directly coordinating and dealing with the Buying Entity, State Load Dispatch Centre's, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Wind Power	The WPD shall be responsible for directly coordinating and dealing with the Buying Entity, State Load Dispatch Centre's , Regional Load Dispatch centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Wind Power	Please remove the obligation of WPD dealing with buying entity(ties) and state load dispatch centres as WPD does not have any link with buying entity directly and any settlement from Buying Entity is required to be done by SECI since SECI will be signing binding PSA with DISCOMs and same can be enforced strongly to buying entity as per PSA terms by SECI only.	The Clause remains unchanged.
82	PPA	6.1.4	Auxiliary power consumption will be treated as per the concern state regulations.	To be deleted	As project is connected at the ISTS SS hence this clause is not required.	The clause has been suitably modified. Please refer to the Amendments
83	PPA	7.1.4	In such cases, ABT compliant sub-meters (two meters, each with separate CT, PT) are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in clause 7.1.3.	In such cases, ABT compliant sub-meters (two meters, each with separate CT, PT) as per relevant regulation/approval are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in clause 7.1.3.	Metering scheme will be followed as per relevant regulation and approval by RLDC.	The clause has been suitably modified. Please refer to the Amendments
84	PPA	7.21	The grid connected Wind Power Projects will install necessary equipment for regular monitoring of ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.	The grid connected Wind Power Projects will install necessary equipment for regular monitoring of ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.	Not relevant for DC measurement	The clause has been suitably modified. Please refer to the Amendments
85	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	The Clause remains unchanged.
86	PPA	9.2			To be changed as per suggestion provided in Rfs . WPD to give intimation and within 10 days of such intimation SECI to revert with their decision for acceptance or rejection so that excess energy can be tied up and sold without delay.	The clause has been suitably modified. Please refer to the Amendments
87	PPA	10.2.1	Energy drawn from the grid will be regulated as per the regulations of respective State the Project is located in.	Energy drawn from the grid will be regulated as per the regulations of Central or respective State the Project is located in, as applicable	Modified to reflect central regulations as well	The clause has been suitably modified. Please refer to the Amendments
88	PPA	10.3.4	Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by SECI,the payment for the power fed to the grid may be accounted from the date of UCOD, and WPD would be allowed to raise Bills against such power as per Article 10.2.1, subject to the conditions as stipulated in Article 9. However, payment against the 1 st such bill raised by the WPD, will be made subject to acceptance of the bill by the Discom	To be deleted	Once commissioning is done bills raised to be accepted un conditional.	The Clause remains unchanged.
89	PPA	10.3.5.b	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 %.	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 %.	Rebate of 1% from 11 th day till Due date is too long. This would burden WPD's.	The Clause remains unchanged.
					Request SECI to delete this clause.	
90	PPA	10.4.2	Subject to Article 10.4.1, before the start of supply, SECI through a scheduled bank open a Letter of Credit in favour of the WPD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement.	Subject to Article 10.4.1, 15 days before the start of supply as per commissioning UCOD , SECI through a scheduled bank open a Letter of Credit in favour of the WPD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement.	LC to be opened in advance before respective COD of the project as scheduling is not allowed in the absence of security mechanism as per new regulations issued by MoP.	As per Article 10.4.2, SECI is already required to open the LC prior to commencement of energy supply from the Project.
					Appropriate clause changed to reflect UCOD and 15 days before start of supply	
91	PPA	10.4.4	Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, SECI shall restore such shortfall before next drawl.	Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, SECI shall restore it immediately such shortfall before next drawl.	Restoration of LC is required to be done immediately to continue to schedule the power as LC is mandatory for scheduling of power as per new directives of MoP.	The Clause remains unchanged.

92	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 SECI does not dispute a Monthly Bill or a Supplementary Bill raised by the WPD within thirty (30) fifteen (15) days of receiving such Bill shall be taken as conclusive.	30 days is too long for raising a dispute in the bill. To align with clause 10.5.2 i.e 15 days	Article 10.5.2 has been suitably modified. Please refer to the Amendments
93	PPA	11.4.1	The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure	The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure	Timelines for notification to be changed to 15 days instead of 7 days	The Clause remains unchanged.
94	PPA	11.4.2	The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event	The Affected Party shall give the other Party regular (and not less than monthly weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event	Depending on the cause of force majeure reporting can be done. If such force majeure occurs for 4 months then 04 updates should be sufficient instead of current construct to submit 16 weekly updates.	The Clause remains unchanged.
					To be appropriately amended	
95	PSA	Definition	Shall mean the amount of receivables, in excess of the amounts which have already been charged or agreed to be charged in favour of the parties by way of a legally binding agreement, executed prior to the Effective Date	To be deleted	Not used anywhere in the complete PSA	The definition has been deleted. Please refer to the Amendments
		Incremental Receivables				
96	PSA	3.1.f	Arrange for required consent/NOC from STU/SLDC/concerned agencies in the State of for availing open access/scheduling of the power, within 30 days of acceptance of such application from the WPD, as per Schedule 4 of this Agreement.	Arrange for required consent/NOC from STU/SLDC/concerned agencies in the State of for availing open access/scheduling of the power, within 30 days of effective date of PSA acceptance of such application from the WPD, as per Schedule 4 of this Agreement.	STU NoC to be immediately provided after signing of PSA without requirement of WPD to request for same as it is required for application of LTA to seek waiver of requirement of bank guarantee.	The Clause remains unchanged.
97	PSA	Schedule 4 & 5			Wordings of these schedules to be exactly as per the new formats as issued by CTU and not the attached one. Request to append format as per latest issued by CTU for these	Schedules 4 & 5 as per the Standard PSA document are just an indication to the documents to be annexed at the time of signing/subsequent to signing of PSA
98	PPA	10.4.7	All costs relating to opening, maintenance of the Letter of Credit shall be borne by SECI/WPD.	All costs relating to opening, maintenance of the Letter of Credit shall be borne by SECI/ WPD .		The clause has been suitably modified. Please refer to the Amendments
99	RFS	3.1.5	The WPD shall be entirely responsible for acquiring the land required for setting up the project and SECI shall not in any manner be responsible for the same. The bidder shall identify 100% of the land for the project at the time of bid submission and the WPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, on or before the SCD of the Project. In this regard, the WPD shall be required to furnish documents/lease agreements to establish possession and right to use 100% of the required land in the name of the WPD for a period not less than the complete term of the PPA	The WPD shall be entirely responsible for acquiring the land required for setting up the project and SECI shall not in any manner be responsible for the same. The bidder shall identify 100% of the land for the project at the time of bid submission and the WPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, on or before the SCD of the Project. In this regard, the WPD shall be required to furnish documents/lease agreements to establish possession and right to use 100% of the required land in the name of the WPD/Affiliate/Developer for a period not less than the complete term of the PPA	The land acquisition processes and procedures in various states affect the demonstration of land possession in the name of WPD as on date of CoD as there may be some procedures that need to complete before land is fully transferred in to WPd name and possession. as such, we request for allowing this clause as demonstrate possession of roight as on date of coD with WPD/ its affiliate / its developer for this project.	The Clause remains unchanged.
100	PPA	2.1.4	Pursuant to Article 4.2.6, If parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the SERC and/ or CERC (as applicable) is issued within the timeline as per Article 2.1.3, no extension for Financial Closure or Scheduled Commissioning Date shall be given. However, if the requisite SERC and/ or CERC (as applicable) order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the SERC and / or CERC order has been delayed beyond such period as specified in Article 2.1.3.	There shall be an upper limit for this kind of extension also. Ex: if the tariff adoption of PSA by CERC / SERC is delayed by 12 months, then the WPD shall have option to exit the PPA without any liability.	Projects of gestation period 18 to 24 months from LoA to SCoD can not be delayed for such periods, keeping in view the market dynamics also this is a reasonable request.	The clause has been suitably modified. Please refer to the Amendments
101	RFS	..	..	Definition- Tariff Adoption Date shall mean the actual date of adoption of Power Sale Agreement along with trading margin of SECI by the Appropriate Commission in terms of Section 63 of Electricity Act.	To insert the Definition of Tariff Adoption date in the RFS. There should be provision of linking the Tariff adoption date with the Scheduled Commissioning Date	The proposed definition is not accepted
102	RFS	3.7.7/Pg 23	The WPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity.	The WPD shall comply with CERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity.	As this is ISTS connected project, CERC regulations on Forecasting, Scheduling and Deviation Settlement should be applicable	The Clause remains unchanged.

103	RFS	C/Pg 24	Excess Generation--.. excess generation at its discretion {without any obligation to do so}, the same shall be done at 75% of the PPA tariff. In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the WPD will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement.	excess generation at its discretion {without any obligation to do so}, the same shall be done at 75% of the PPA tariff. To delete- In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the WPD will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement.	In peak season, there is a likelihood that it can cross the installed capacity and may not disturb the grid, In that case the excess energy should be taken into consideration	The Clause remains unchanged.
104	PPA	10.4/Pg 40	SECI shall provide to the WPD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit (“Letter of Credit”), opened and maintained which may be drawn upon by the WPD in accordance with this Article.		Clarification is required that the Letter of Credit that shall be opened by SECI shall not be on back to back basis and it shall be provided by SECI irrespective of its provisions by the Discom	Back-to-back nature of LC has not been mentioned anywhere in the document
105	PPA	11.10.4/Pg 50	Termination Due to Force Majeure Event- SECI shall pay to the WPD, ‘Force Majeure Termination Compensation’ equivalent to the amount of the Debt Due and the 110% (one hundred and ten per cent) of the Adjusted Equity, as defined in the PPA, and takeover the Project assets.		Clarification is required if the Termination compensation is on back to back basis and it shall be provided by SECI irrespective of its provisions by the Discom	As per the Standard Bidding Guidelines, termination procurer is backed by the State Government Guarantee provided by the Discom to SECI under the Payment Security Mechanism
106	PPA	13.4.4/Pg 58	...then the WPD may terminate the PPA and at its discretion require Buying Entity to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due and 150% (one hundred and fifty per cent) of the Adjusted Equity less Insurance Cover, if any, or, (ii) pay to the WPD, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the WPD.		Clarification is required if the Termination compensation is on back to back basis and it shall be provided by SECI irrespective of its provisions by the Discom	
107	PPA	2.1.2/Pg 17	The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.	The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same will be accomplished in a timely manner but not later than sixty days from the date of application: Provided that on expiry of sixty days from the date of application, if it is not decided by the Appropriate Commission, the tariff shall be deemed to have been adopted by the Appropriate Commission.”.	The Project delays are caused due to the adoption of the Tariff and the same should be mitigated through the clause which is mentioned in the Electricity Act 2003 amendment.	The clause has been suitably modified. Please refer to the Amendments
108	PSA	Definition	Adjusted Equity- For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.	Clause to be inserted for - Equity should include all the quasi-equity forms in which promoter contribution has been infused in the Project viz. unsecured loans/CCDs etc. The Adjusted Equity hereunder shall be equal to compensation equivalent to achieving the Pre-Tax Return as stipulated in the CERC Regulations for Tariff Determination after adjusting for dividend distributed and accumulated cash in the Project Company, if any.	This inclusion would facilitate in all forms of equity investment in the project	The Clause remains unchanged.
109	PSA	Definition	Debt Due-- Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken.	Lenders need to keep the flexibility of conversion of debt into equity as per regulatory guidelines in all loan documents. If debt has not been converted into equity, it shall be deemed to be debt due and deemed conversion should not be assumed. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the ‘Principal’) or for Refinancing the Project outstanding on reference date.	Changes similar to point mentioned should be applicable for accrued interest as well	The Clause remains unchanged.
110	PPA	1.1	Definitions: Due Date: Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the SECI or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SECI.	Request SECI to change the due date to 30 days	The current due date of 45 days means that the maximum time period for an IPP to receive a payment without a late payment surcharge is 75 days (i.e 45 + 30). 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.	The Clause remains unchanged.

111	PPA	2.1.1	2.1.1 This Agreement shall come into effect from (Enter the date as on 90th day of the issuance of Letter of Award to the WPD) and such date shall be referred to as the Effective Date.	The PPA should be effective from the date of adoption of tariff by SERC and all the milestones like Financial closure/ SCOD should link from the adoption of tariff. Further WPD should have exist right after undue delay say beyond 6 months from the LOA.	Tariff adoption takes considerable time and that creates lots of uncertainty. Without tariff approval it is difficult to achieve Financial closure or to give NTP to the EPC/ WTG supplier of the project. Practically all the critical works can happen only after the tariff adoption.	The clause has been suitably modified. Please refer to the Amendments
112	PPA	10.3.3	Late Payment Surcharge In the event of delay in payment of a Monthly Bill by SECI beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the WPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment surcharge being duly received by SECI under the PSA from the Buying Entity(ies). The Late Payment Surcharge shall be claimed by the WPD through the Supplementary Bill.	The clause may be modified as below: Late Payment Surcharge In the event of delay in payment of a Monthly Bill by SECI from Due Date, a Late Payment Surcharge shall be payable to the WPD at the rate of 1.25% per month on the outstanding amount calculated on a day to day basis subject to such late payment surcharge being duly received by SECI under the PSA from the Buying Entity(ies). The Late Payment Surcharge shall be claimed by the WPD through the Supplementary Bill.	The late payment surcharges should be applicable once the due date is breached. This is a consistent industrial practice of computing late payment surcharges	The Clause remains unchanged.
113	PPA	10.3.5	Rebate For payment of any Bill on or before Due Date, the following Rebate shall be paid by the WPD to SECI in the following manner. a) A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill. b) 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 %.	Request to modify rebate provisions as below: a) A Rebate of 1.5% shall be payable to the SECI for the payments made within a period of 3 (three) days of the presentation of hard copy of Bill. b) Any payments made after 3 (three) days of the date of presentation of Bill through hard copy up to the Due Date shall be allowed a rebate of 1 % on pro rata basis.	Referring to the Clause 6.3.4 of PSA Pg. 21: The PSA clause no 6.3.4 provides for three day period for getting rebate of 1.5% from Buying Entity. In view of same PPA should be allowed a period of 3 days for computing rebate. After six days same will be reduced from 1% on prorata basis.	The Clause remains unchanged.
114	PSA	8.1.3	However, in case of change in rates of safeguard duty, GST and basic customs duty after [Insert last date of bid submission] and resulting in change in Project Cost, then such change will be treated as 'Change in Law' and the quantum of compensation payment on account of change in rates of such duties and shall be provided to the affected party by the other party as per Article 8.2.3, subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff by the Appropriate Commission and any decision in this regard shall be governing on WPD and Buying Entity.	The last phrase "subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff by the Appropriate Commission and any decision in this regard shall be governing on WPD and Buying Entity." to be removed	Appropriate Commission has to recognize the change in law provisions agreed and signed by both the parties under PPA/PSA and such ambiguity/uncertainty regarding change in law clause should not be there as it increases the risk profile of the developer after the tariff submitted and accepted by the procurer.	The Clause remains unchanged.
115	PPA	2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of this Agreement, SECI and the Buying Entity (ies) shall obtain all requisite approvals including approval of PSA (including adoption of tariff) from its State Electricity Regulatory Commission and/ or CERC (as applicable),	PPA effective date shall be later of the 1) tariff adoption by CERC, 2) PSA & quantum approval dates by SERC. If these are not achieved within 150 days of the date of LOA, Bidder shall be free to exit/terminate the LOA/PPA without any liability.	There remains a big uncertainty and liability to developer in case the approval is not granted by regulatory commissions. Also, lenders and many other institutions are not willing to support the transaction absence of such approvals.	The clause has been suitably modified. Please refer to the Amendments
116	PPA	2.1.4	... if the requisite SERC and/ or CERC (as applicable) order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the SERC and / or CERC order has been delayed	Following line to be added in the clause: In case extension is granted for respective days by SECI, SECI shall also coordinate with CTU for corresponding extension in connectivity and LTA as well to match with SCOD.	CTU can be kept in loop on the correspondence to WPDs by SECI related to extension granted in SCOD. This will prevent multiple time-consuming correspondences by WPDs for the same and make the process more efficient and convenient.	The clause has been suitably modified. Please refer to the Amendments
117	PPA	3.10C	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.	The WPDs are advised for file application for MOD clearances, in lots/clusters of locations which have been finalized/procured. MOD are obligated to provide clearance within 60 days of application, beyond which day-by-day extension will be granted in FC & SCOD milestones.	MOD application within 30 days pf PPA date is not practical and there should be no timeline on application since there are other timleines to bind bidders to achieve the SCOD. But MOD should be obligated to provide the clearance within 60 days (not business days) of date of application.	The Clause remains unchanged.

118	RfS	Section III Financial Eligibility Criteria (V)	A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2018-19, along with a net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/Statutory Auditor; or in case of the bidder meeting the criteria on the date at least 7 days prior to due date of bid submission, provisional audited accounts as on the date at least 7 days prior to the due date of bid submission along with copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements certified by a practicing Chartered Accountant; in order to demonstrate fulfilment of the criteria.		Can the Bidder submit annual audited accounts either for FY 2018-19 (on provisional audited accounts basis) or 2019-20. Please clarify.	Yes, the provisional accounts for FY 19-20 qualify under the requirement of "provisional audited accounts as on the date at least 7 days prior to the due date of bid submission" as per the provisions of RfS
119	RfS	Section III Clause 3.17.B (a)	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 24 months from the Effective date of the PPA, or from the Effective Date of PSA, whichever is later		The commissioning timeline has consideration of effective date of the PSA as well whereas for FC timeline it is not so. The provision under Clause 3.14.3 also be taken into consideration while defining effective date.	The Clause remains unchanged.
120	PPA	Clause 10.3.2 (iii)	amount claimed by SECI, if any, from the WPD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, 1.25% surcharge will be applicable on day to day basis.		Please clarify whether the Surcharge of 1.25% is monthly and would be applicable on day to day basis. This may be interpreted as 1.25% surcharge per day and may lead to heavy penalty.	It is clarified that the suracharge is monthly, and shall be applicable on day to day basis
121	PPA	Clause 11.2.1	Natural Force Majeure Event		We request specific inclusion of "epidemic" under this clause.	The Clause remains unchanged.
122	PPA	Clause 11.2.2	Non-natural Force Majeure Event		There exists a provision on National/State Lockout. Under current situation of COVID-19, it may turnout into dispute as to which FM provision would apply - either Natural FM or Non-natural FM. Epidemic came first and as a fallout of it, National/State Lockdown was declared. As the provisions under both FM options for Termination and Compensation are different, there needs to be clarity on this issue.	The Clause remains unchanged.
123	PSA	C	Buying Entity has agreed to purchase Wind Power from the Buyer under the Scheme and accordingly, Buyer has agreed to sign Power Purchase Agreements (PPAs) with Wind Power developers(hereinafter referred to as "WPDs") for procurement of .....MW Wind Power on a long term basis, as indicated at Schedule-2. This allocated capacity shall be used for non-solar RPO requirement of Buying Utility. SECI shall intimate the same to CTU (PGCIL) for open access. <u>Based on input from PGCIL and corridor availability, quantity (MW) may be revised.</u>		The Bidder/WPD requires to apply for LTA within 60 days of issue of LOA and provide the target region in the application. Is it required that the WPD should wait till CTU confirmation as required under this clause.	The Clause remains unchanged.
124	PSA	Clause 2.1.2	The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.		If any of the Authority makes any changes to the Agreement/bidding documents, (post bidding) it should not be made binding on the WPD, unless WPD explicitly accepts such suggested changes.	The clause has been suitably modified. Please refer to the Amendments
125	PSA	Clause 5.1.4	As per provisions of the PPA, the WPDs are permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Buying Entityshall purchase the generation till SCD, at the tariff as mentioned in the Article 5.1.1 In case of full commissioning of the Project(s) prior to SCD, Buying Entity shall purchase the power at tariff as per article 5.1.1 of this agreement	As per provisions of the PPA, the WPDs are permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Buying Entityshall purchase the generation till SCD, at the tariff as mentioned <u>in the Schedule -I of the Agreement and as referred in</u> Article 5.1.1. In case of full commissioning of the Project(s) prior to SCD, Buying Entity shall purchase the power at tariff as per article 5.1.1 of this agreement		The Clause remains unchanged.
126	RfS	3.15. page 31	The WPD shall be entirely responsible for acquiring the land required for setting up the project and SECI shall not in any manner be responsible for the same. The bidder shall identify 100% of the land for the project at the time of bid submission and the WPD shall demonstrate clear possession and right to use 100% of the land identified for the Project, on or before the SCD of the Project. In this regard, the WPD shall be required to furnish documents/lease agreements to establish possession and right to use 100% of the required land in the name of the WPD for a period not less than the complete term of the PPA.	We understand that WPD is required to provide the Village/Taluka, District and State for the project at the time of bid submission. No list of land parcel is required for identification of 100% land at the time of bid submission. Please confirm.		Yes.

127	RfS	3.15. page 31	In case of leasing of Government land, appropriate state regulations regarding tenure of lease agreement shall be applicable. In both cases where the lease agreements are for a period shorter than the PPA Term, solely on account of applicable State Governmental regulations, the WPD shall be required to submit an undertaking that the lease agreements shall be appropriately extended in line with the Term of the PPA, when required. Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the WPD. Further, in case of sub-leasing of land from an entity other than the Government, the lessor and lessee shall submit letters in their respective letterheads addressed to each another, confirming handing over and taking over the said land parcel(s), respectively.	<p>It is not feasible to get Lease land that allow transfer of land to the lenders or SECI, in case of default of the WPD.</p> <p>Further, registered Lease deed is sufficient document to establish handing over and taking over the said land parcel(s), requirement of lessor and lessee to submit letters in their respective letterheads is not required. Also, A private land owner can not necessarily have letterhead.</p> <p>It is requested to please remove such condition from RfS. .</p>		The Clause remains unchanged.
128	RfS	Clause 4.4 ,Page -49 (L1 Matching and Selection of Successful Bidders)	At the end of the e-RA, the Bidder quoting the lowest tariff (L1 tariff) will be identified and shall be declared as Successful Bidder. In case of multiple Bidders quoting the L1 tariff, all such Bidders will be declared as Successful Bidders, upto the eligible capacity SE.	We have this apprehension that L1 matching process for conduction of e-RA & allotment of capacity is a new methodology. We understand that Bidders (L2, L3...) have to match L1 tariff for allocation. In case the L2 bidder is not opting to go ahead with the process, please confirm whether its capacity will be annuled or shared among other bidders. We may also like to request to kindly follow the previous methodology used by SECI in various other tenders for e-RA process. Further, a lead time of 7 days after the conduction of e-RA would be required for taking necessary approval from our Board for finalizing Tariff to carry on with the next step of L1 matching after e-RA. May please see.		The clause has been suitably modified. Please refer to the Amendments
129	Power Purchase Agreement	3.1(a)	The WPD shall make Project financing arrangements its Projects(s) and shall provide necessary certificates to SECI in this regard; The WPD shall submit to SECI the relevant documents as stated above, complying with the Conditions Subsequent, within seven (07) months from the Effective Date.	<p>The WPD shall make Project financing arrangements its Projects(s) and shall provide necessary certificates to SECI in this regard; The WPD shall submit to SECI the relevant documents as stated above to demonstrate such financing arrangement, complying with the Conditions Subsequent, within seven (07) months from the Effective Date.</p> <p>SECI is also requested to extend the timeline for financial close as the PPA will be more bankable after receipt of the tariff adoption order (in the event that tariff adoption is not made a CP to the effectiveness of the PPA).</p>	The clause does not list out any documents to be provided by the WPD in respect of its financing agreements.	Annexure-D of the RfS provides a Checklist of documents to be submitted at the time of Financial Closure
130	Power Purchase Agreement	2.1.4	Pursuant to Article 4.2.6, If parties have mutually extended the time period as stipulated under Article 2.1.1 and the order from the SERC and/ or CERC (as applicable) is issued within the timeline as per Article 2.1.3, no extension for Financial Closure or Scheduled Commissioning Date shall be given. However, if the requisite SERC and/ or CERC (as applicable) order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the SERC and / or CERC order has been delayed beyond such period as specified in Article 2.1.3.		The reference to clause 4.2.6 is incorrect. Please consider the drafting change.	Reference to Article 4.2.6 has been incorporated to highlight that SECI shall bear no responsibility in case such extension of SCD goes beyond the ISTS-waiver deadline
131	Power Purchase Agreement	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, as provided in Article 4.6 of the PPA for failure to commission within stipulated time and Article 4.4.1 for failure to supply power in terms of the PPA. 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.	Subject to the terms of this Agreement, upon occurrence of a WPD Event of Default under this Agreement with respect to failure to continue supply of Contracted Capacity to SECI after Commercial Operation Date, the WPD shall be liable to pay to SECI, liquidated damages, as provided in Article 4.6 of the PPA for failure to commission within stipulated time and Article 4.4.1 for failure to supply power in terms of the PPA. Additionally, upon occurrence of a WPD Event of Default under this Agreement with respect to failure to commence supply of Contracted Capacity to SECI, the WPD shall be liable to pay to SECI, liquidated damages, as provided in Article 4.6 of the PPA for failure to commission within stipulated time. 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.	Liquidated damages for failure to commission the project are separate from the liquidated damages for failure to meet the CUF. In case of a WPD event of default with respect to supply of electricity, SECI should be permitted to levy only damages towards failure to meet the CUF. Additionally, In case of a WPD event of default with respect to commissioning the project, SECI should be permitted to levy only damages towards failure to commission the project.	The Clause remains unchanged.

132	Power Sale Agreement	6.4.1	Buying Entity shall provide to Buyer, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit as a backup arrangement which is to be negotiated only on default conditions (“Letter of Credit”), opened and maintained by Buying Entity, which may be drawn upon by Buyer in accordance with this Article. Buying Entity shall provide Buyer draft of the Letter of Credit proposed to be provided to Buyer two (2) months before the Scheduled Commissioning Date.	Buying Entity shall provide to Buyer, in respect of payment of its Monthly Bills, an unconditional, revolving and irrevocable letter of credit as a backup arrangement which is to be negotiated only on default conditions (“Letter of Credit”), opened and maintained by Buying Entity, which may be drawn upon by Buyer in accordance with this Article. Buying Entity shall provide Buyer draft of the Letter of Credit proposed to be provided to Buyer two (2) months before the Scheduled Commissioning Date.	The power purchase agreement sets out SECI’s obligation to provide a monthly unconditional, revolving and irrevocable letter of credit. The obligation of the Buying Entity should be the same.	The Clause remains unchanged.
133	RfS	3.7	Connectivity with the Grid	A new sub-clause 3.7.10 ; Extension of Timelines on operationalisation of Long Term Agreements (LTAs): In case the SCOD is extended, extension of LTAs in terms of its operationalisation should be granted automatically aligned with the extended SCOD or start date of LTA whichever is later.	The alignment of LTA operationalisation due to extension in SCOD will shield WPD from levy of any transmission charges for uncontrollable reasons of delay in SCOD.	The proposed modification is beyond the scope of the RfS, and shall be govered as per the applicable regulations
134	RfS	3.10 (d)	Clearances required from the State Government and other local bodies	Clarification(s)	Clarification of sub-para (d) Is the MNRE OM dated 22nd Feb’19 ONLY applicable for project site in GJ & RJ OR it has been extended to rest of India as well? In case, on the basis of the EIA study report and consultation with the Wildlife Institute of India, its confirmed that the presence of GIB doesn’t exist in the area where the project site is situated in Gujarat/ Rajasthan , then the requirement /mandate of retro fitment as per MNRE OM dated 22nd Feb’19 , may not be made leviable.	The provisions as per MNRE's OM referred in the clause , including subsequent amendments and clarifications shall be applicable
135	RfS	3.15	With respect to demonstration of land possession by the WPD, commissioning of the Project will not be allowed until the demonstration of land possession by the WPD in terms of Clause 3.15 and Clause 3.17.A below. However, in case of delays in demonstrating land possession by the WPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.	Insertion of proviso with respect to Delay in Private Land acquisition In case there is delay on account of modifications in land and building rules /acts of the state where the project is under establishment and is well established by state government enactment(s), extension in SCOD of the project to be granted for a period of six months from the scheduled /extended SCOD whichever is later.	There has been precedent particulary in GJ , with respect to delays in getting revenue land allocation due frequent changes in the land allocation policy framework. Hence, going forward, the projects on government land are likely to be minimal (unless under park policy where there could be limitation in energy generation) and there will be no choice but to develop projects on private land. Hence forth it may be advisable to mention private land in terms of delays.	The Clause remains unchanged.
136	RfS	3.15	..... Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or SECI, in case of default of the WPD. Further, in case of sub-leasing of land from an entity other than the Government, the lessor and lessee shall submit letters in their respective letterheads addressed to each another, confirming handing over and taking over the said land parcel(s), respectively.	Clarification	May be clarified if the follwoing scenario would be allowed/permitted ; Entity A (project company/SPV) post signing of PPA acquires Entitiy B (having land /permits and approvals) whereby Entity A can fulfil the land arrangement condition apart from utlising other approvals and cleracnes for execution of the awarded project.	The Clause remains unchanged.
137		5.1	Role of State Nodal Agencies	The role of state nodal agencies has been outlined and few areas have been spelled out, if the stated areas could be extended to cover the following additional facilitations; •Expediting the allocation of revenue land •Support in expediting the State Forest Approvals •According faster approvals for project registration, such that the locations get fully secured •Support in expediting AAI Clearances as and when to be accorded by state airports like in case of Gujarat. •Expediting NA conversions , Industries Commissionerate approvals for bonafide industrial use of agricultural land , 89A approval from concerned district collector , as applicable for the project as per prevailing Land rules /acts of the state .	Enables expeditious execution of the awarded project, the effort & time will be more effective in bringing-up the project with state of art execution .	The Clause remains unchanged.
138		OTHER SUGGESTIONS	Like the SCOD has been linked to PPA or PSA whichever is later , similarly, all activities of WPD with resepect to PPA or PSA (subject to adoption of tariff and quantum by CERC & SERC respectively) whichever is later may be linked	This will address the cocerns of WPD in progressing with the awarded project with the timelines attached to only PPA which doesn’t resonate with the timeline of tariff adoption and which has concerns of even being adopted , based on the recent experience with NTPC Tr II 1200 MW wind auction .		Tender conditions remains unchanged.

139	RfS	4.5	Issuance of LOAs: At the end of selection process, a Letter of Award (LOA) will be issued to all the successful Bidders for each Project. In case Consortium being selected as successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.	Issuance of LOAs: At the end of selection process, within 60 days, a Letter of Award (LOA) will be issued to all the successful Bidders for each Project. In case Consortium being selected as successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.	We request SECI to issue LOA to the successful bidders within 60 Days from the end of selection process.	Tender conditions remains unchanged.
140	RfS			The source of energy can be wind or solar as log the the other source of energy other than wind shall not exceed 25% of the contracted capacity	As per MNRE guidelines, any project can be considered as standalone (non-hydrd) as long as the blendig from different source of energy is less than 25% of capacity. Thus it may be allowed to blend wind capacity upto 25% of total capacity	Tender conditions remains unchanged.

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