

SOLAR ENERGY CORPORATION OF INDIA LTD.
NEW DELHI

Ref No. SECI/C&P/WPD/T9/032020/Amendment-01

dated 29.05.2020

Amendment-01 to Selection of Wind Power Developers for Setting Up Of 2000 MW ISTS-Connected Wind Power Projects In India Under Tariff-Based Competitive Bidding (Tranche-IX)			
RfS No. SECI/C&P/WPD/2000MW/T9/RfS/032020 dated: 20.03.2020			
Sr. No.	Clause No.	Existing Clause	Amended Clause
Amendments in the RfS document			
1.	General	Tender Search Code (TSC) in ISN-ETS Portal: SECI-2019-TN000011	Tender Search Code (TSC) in ISN-ETS Portal: SECI-2020-TN000011
2.	Section-2, "Inter-connection/ Injection/ Delivery/ Metering point"	shall mean the point at 220 kV or above, where the power from the wind power project(s) will be injected into the ISTS substation (including the dedicated transmission line connecting the wind power Project with the substation system). Interconnection at 132 kV will be allowed exclusively in case the project is granted connectivity at an available bay of an existing ISTS substation, if any. Metering shall...	shall mean the point at 220 kV or above, where the power from the wind power project(s) will be injected into the ISTS substation (including the dedicated transmission line connecting the wind power Project with the substation system). Metering shall...
3.	Section-2, Scheduled Commissioning Date	shall be the date as on 18 months from the Effective Date of the PPA, or from the Effective Date of PSA, whichever is later.	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.
4.	3.2	...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...	...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 1200 MW...
5.	3.4.1	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 .	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 1200 MW with minimum Project size of a single Project being 50 MW .
6.	3.4.2	The total capacity of wind power projects to be allocated to a bidder including its Parent, Affiliate or Ultimate Parent or any Group	The total capacity of wind power projects to be allocated to a bidder including its Parent, Affiliate or Ultimate Parent or any

		Company shall be limited to 2000 MW.	Group Company shall be limited to 1200 MW.
7.	3.7.4.ii.	Existing substations where augmentation is under process or plans for augmentation have been announced.	Existing substations / sub stations under construction where augmentation is under process or plans for augmentation have been announced.
8.	3.7.4.iii.	Substations located in the Northern, Western and Southern regions under the updated plan made available by the Minutes of meeting for Northern, Western and Southern Region committees and as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/u/Default.aspx , subject to availability of connectivity.	Substations approved under the updated plan made available by the Minutes of meeting for Northern, Eastern, Western and Southern Region committees and as displayed by the CTU on its website, https://webapps.powergrid.in/ctu/u/Default.aspx , subject to availability of requisite margin for grant of connectivity.
9.	3.7.6.a	Acceptance of such an arrangement by CTU.	Acceptance of such an arrangement by CTU/RLDC.
10.	3.7.6.c	The energy accounts are divided and clearly demarcated for the power generated at solar project and are issued by the STU/SLDC/RLDC/RPC concerned.	The energy accounts are divided and clearly demarcated for the power generated at wind project and are issued by the STU/SLDC/RLDC/RPC concerned.
11.	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. The LTA shall be applied for by the WPD within 30 days of signing of PSA, and intimation of the same by SECI to the WPD.
12.	3.9.D	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.	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.
13.	3.11.B.	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....	Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee for a value of @ Rs 12 Lakh/MW per Project, at least 07 working days prior to signing of PPA (PPA signing date to be intimated by SECI)....
14.	3.12	Payment Security Deposit Modalities of operationalization of the Payment Security Deposit will be notified by MNRE at appropriate stage, through	Payment Security Deposit Modalities of operationalization of the Payment Security Deposit will be notified by SECI at appropriate stage, through

		<p>necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.</p> <p>In case the WPD is unable to furnish the above amount prior to commissioning of the corresponding part-capacity, SECI reserves the right to recover the same from the monthly energy payments made to the WPD, along with interest @ SBI 1-year MCLR to be levied from the date of commissioning of the said part-capacity to the date of recovery/due date of payment of invoices.</p>	<p>necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage.</p>
15.	3.14	Addendum to the clause	<p>In addition to the above, the Successful Bidder shall also submit a detailed L-2 Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land procurement; order, supply and erection status of various Project components; financial arrangement / tie up etc. SECI shall provide the standard L-2 Schedule template to the Successful Bidder after the issuance of LoA.</p>
16.	3.17.D	<p>Early Commissioning</p> <p>..... 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...</p>	<p>Early Commissioning</p> <p>..... 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>Such intimation for early commissioning shall be provided to SECI at least 15 days prior to the proposed early commissioning date. In case there is no response provided by SECI within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by SECI.</p> <p>In case....</p>

17.	4.4	<p>Modified as follows:</p> <p>Selection of Successful Bidders</p> <p>i. Subsequent to conclusion of the e-RA process, the bidders in the “Green” and “Yellow” zones as per Clause 4.3.6 (vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.</p> <p>ii. The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as “the range” - will be declared as Successful Bidders under the RfS, subject to the following conditions:</p> <p>a. In case the cumulative capacity shortlisted as per the range exceeds S_E (capacity eligible for award as per Clause 4.3.3), the list of Successful Bidders shall be limited by S_E.</p> <p>b. In a borderline case, i.e. the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds S_E, time stamping of bidders shall be used to limit allocation of cumulative capacity upto S_E. In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of S_E, will not be eligible to be declared as Successful Bidders. In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to S_E.</p> <p>c. Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.</p> <p>d. In the above case, if the time of quote also become exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:</p> <ul style="list-style-type: none"> • Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed. • Step 2: Ranking will be done based on draw of lots. <p>iii. Illustration: Following example provides a possible illustration of the above methodology:</p> <ul style="list-style-type: none"> • L1 tariff discovered after e-RA: Rs. 2.80/kWh • The range (L1+2% of L1): Rs. 2.856/kWh
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		<table><tr><th>Rank</th><th>Quoted capacity (MW)</th><th>Cumulative Capacity (MW)</th><th>Time stamp</th><th>Tariff (INR/kWh)</th><th>Qualified as Successful Bidder</th></tr><tr><td>L1</td><td>100</td><td>100</td><td>NA</td><td>2.80</td><td>L1</td></tr><tr><td>L2</td><td>200</td><td>300</td><td>NA</td><td>2.81</td><td>L2</td></tr><tr><td>L2</td><td>400</td><td>700</td><td>NA</td><td>2.81</td><td>L2</td></tr><tr><td>L3</td><td>300</td><td>1000</td><td>NA</td><td>2.83</td><td>L3</td></tr><tr><td>L4</td><td>600</td><td>1600</td><td>NA</td><td>2.84</td><td>L4</td></tr><tr><td>L5</td><td>300</td><td>1900</td><td>16:00:01</td><td>2.85</td><td>L5</td></tr><tr><td>L5</td><td>100</td><td>2000</td><td>16:00:02</td><td>2.85</td><td>L5</td></tr><tr><td>L5</td><td>300</td><td>2300</td><td>16:00:03</td><td>2.85</td><td>---</td></tr><tr><td>L6</td><td>200</td><td>2500</td><td>NA</td><td>2.86</td><td>---</td></tr><tr><td>L7</td><td>300</td><td>2800</td><td>NA</td><td>2.90</td><td>----</td></tr></table>	Rank	Quoted capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder	L1	100	100	NA	2.80	L1	L2	200	300	NA	2.81	L2	L2	400	700	NA	2.81	L2	L3	300	1000	NA	2.83	L3	L4	600	1600	NA	2.84	L4	L5	300	1900	16:00:01	2.85	L5	L5	100	2000	16:00:02	2.85	L5	L5	300	2300	16:00:03	2.85	---	L6	200	2500	NA	2.86	---	L7	300	2800	NA	2.90	----
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		<p>iv. Note: The allocation of cumulative project capacity shall be closed at S_E. However, in no case, shall the capacity of a single Project selected under this RfS, be less than 50 MW. In case of the last Successful Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder but greater than 50 MW, then the Project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding S_E, being awarded under the RfS.</p> <p>In case the partial capacity offered to the last Successful Bidder as per Sl. ii above, is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to SECI within 7 days of completion of e-RA and not later than 7 days of issuance of LOAs by SECI, failing which, the awarded capacity shall be deemed to have been accepted by the said Bidder.</p> <p>In case the partial capacity offered to the last Successful Bidder as per Sl. ii above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding S_E. In case the last Successful Bidder refuses to accept such partial capacity offered by SECI, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by SECI.</p>																																																																		
18.	Format 6.1 Covering Letter	...We also confirm that we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted response to RfS for more than cumulative	...We also confirm that we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted response to RfS for more than cumulative																																																																	

		capacity of 2000 MW including this response to RfS...	capacity of 1200 MW including this response to RfS...
Amendments in the PPA document			
1.	1.1	<p>“Delivery Point” shall mean the point at the voltage level of 220 kV or above of the CTU Sub-station including the dedicated transmission line connecting the Wind Power Projects with the substation system as specified in the RfS document. Interconnection at 132kV will be allowed exclusively in case the project is granted connectivity at an available bay of an existing ISTS substation, if any. Metering shall...</p>	<p>“Delivery Point” shall mean the point at the voltage level of 220 kV or above of the ISTS Sub-station including the dedicated transmission line connecting the Wind Power Projects with the substation system as specified in the RfS document. Metering shall...</p>
2.	1.1	<p>“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;</p>	<p>“Expiry Date” shall mean the date as on the expiry of 25 years from the SCD or from the date of full commissioning of the Project, whichever is earlier.</p>
3.	2.1.3	<p>Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be 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), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff and the approval of PPA & PSA, as mentioned above is not issued by the SERC and/ or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.</p>	<p>Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of this Agreement, SECI and/or the Buying Entity (ies) shall obtain all requisite approvals (including adoption of tariff) from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the SERC and/ or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.</p>

4.	4.1.1(l)	New Clause	making a payment security deposit of [Insert amount @ Rs 5 Lakhs / MW] to the designated account as intimated by the SECI towards Payment Security Fund as per clause 3.12 of the RfS, which states that, <i>"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. Modalities of operationalization of the Payment Security Deposit will be notified by SECI at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SECI pro-rata to the part capacity being commissioned at that stage."</i>
5.	4.1.1(m)	New Clause	Submission of monthly progress reports with respect to the L-2 Schedule submitted to SECI prior to signing of this Agreement.
6.	4.4.1	The WPD will declare the CUF of the Project and will be allowed to revise the same once within first three years after COD of the full project capacity. SECI, in any Contract Year except for the first year of operation, shall not be obliged to purchase any additional energy from the WPD beyond Million kWh (MU). Subsequent to commissioning of the Project, if for any Contract Year, it is found that the WPD has not been able to supply minimum energy ofMillion kWh (MU) till the end of 10 years from the SCD and Million kWh (MU) for the rest of the Term of the Agreement, on account of reasons solely attributable to the WPD, the noncompliance by WPD shall make the WPD liable to pay the compensation provided in the respective PSA as payable to Buying Entity (ies) by Buyer to enable Buyer	The WPD will be allowed to revise the CUF of the Project once within first three years after COD of the full project capacity. Subsequent to commissioning of the Project, SECI, in any Contract Year except for the first year of operation, shall not be obliged to purchase any additional energy from the WPD beyond Million kWh (MU) [Insert value of energy corresponding to CUF of 120% of the declared CUF for the Project]. If for any Contract Year, except for the first year of operation, it is found that the WPD has not been able to supply minimum energy ofMillion kWh (MU) [Insert value of energy corresponding to a CUF of 80% of the declared CUF for the project] on account of reasons solely attributable to the WPD, the non-compliance by WPD shall make the WPD

		to remit the amount to Buying Entity (ies). For the first year of operation, the above limits shall be considered on pro-rata basis. In case of part commissioning of the Project, the above limits shall be considered on pro-rata basis till the commissioning of full capacity of the Project. The lower limit.....	liable to pay the compensation provided in the respective PSA as payable to Buying Entity (ies) by Buyer to enable Buyer to remit the amount to Buying Entity (ies). In case of part commissioning of the Project, the above limits shall be considered on pro-rata basis till the commissioning of full capacity of the Project, or the finally accepted Project Capacity. In both cases of part/full commissioning, energy supplied during the first year of operation will not be considered for the purposed of calculation of shortfall in energy supply. The lower limit....
7.	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.	Deleted.
8.	4.8.1	Addendum to the Clause	The WPD shall provide full support to SECI and/or the third party in this regard.
9.	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 Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.
10.	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. In case....	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. Such intimation for early commissioning shall be provided to SECI at least 15 days before the proposed early commissioning date. In case there is no response provided

			by SECI within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by SECI. In case....
11.	6.1.4	Auxiliary power consumption will be treated as per the concern state regulations.	Auxiliary power consumption will be treated as per the concerned Central/State regulations.
12.	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 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.
13.	7.2.1	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 generated from the Project.
14.	7.2.3	Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the WPD to Ministry of New and Renewable Energy/ SECI/National Institute of Wind Energy through SECI for entire period of PPA.	Reports on above parameters on a frequency as decided by SECI, and/or as required by regulation / Guidelines, shall be submitted by the WPD to MNRE/SECI/National Institute of Wind Energy through SECI for entire Term of the PPA.
15.	9.1	<u>Early Commissioning:</u> 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. In case...	<u>Early Commissioning:</u> 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. Such intimation for early commissioning shall be provided to SECI at least 15 days before the proposed early commissioning date. In case there is no response provided

			by SECI within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by SECI. In case....
16.	10.1.1	Subject to the funds being made available by MNRE, SECI shall set up a payment security fund in order to ensure timely payment to the WPDs. This fund will have a corpus to cover 3 months' payment.	Pursuant to Article 4.1.1 (I), SECI shall set up a payment security fund for Wind Power Projects in order to ensure timely payment. This fund will have a corpus to cover 3 months' payment.
17.	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 applicable Central/State regulations.
18.	10.4.2	Subject to Article 10.4.1, before the start of supply, SECI...	Before the start of supply, SECI...
19.	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.
20.	10.5.2	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice...	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice...
Amendments in the PSA document			
1.	1.1	"Delivery Point" shall mean the point at 220 kV or above where the power from the Wind Power project(s) will be injected into the ISTS. Interconnection at 132kV will be allowed exclusively in case the project is granted connectivity at an available bay of an existing ISTS substation, if any. Metering shall....	"Delivery Point" shall mean the point at 220 kV or above where the power from the Wind Power project(s) will be injected into the ISTS. Metering shall....
2.	1.1	"Incremental Receivables" 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;	Deleted.
3.	2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of	Notwithstanding the Effective Date, the condition precedent for the enforcement

		<p>the obligations of either party against the other under this Agreement shall be that, within 120 days after Effective Date of the PPA, ,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), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff and the approval of PPA & PSA, as mentioned above is not issued by the SERC and/ or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.</p>	<p>of the obligations of either party against the other under this Agreement shall be that, within 120 days after Effective Date of the PPA, SECI and/or the Buying Entity (ies) shall obtain all requisite approvals (including adoption of tariff) from its State Electricity Regulatory Commission and/ or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SECI and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the SERC and/ or CERC (as applicable) within the time specified above, the provisions of Article 2.1.4 shall apply.</p>
4.	5.1.4	<p>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 Entity shall 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</p>	<p>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 Entity shall 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.</p> <p>Such intimation for early commissioning shall be provided to Buying Entity by SECI upon receipt of such intimation by WPD to SECI. In case there is no response provided by Buying Entity to SECI within 5 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been refused by Buying Entity.</p>
5.	6.8.3.b.	<p>If for any Contract Year subsequent to the commissioning / part-commissioning of</p>	<p>If for any Contract Year subsequent to the commissioning / part-commissioning of</p>

	<p>allocated Project capacity, it is found that the WPD has not been able to supply minimum energy ofMillion kWh (MU) till the end of 10 years from the SCD and Million kWh (MU) for the rest of the Term of the Agreement on account of reasons solely attributable to the WPD, the....</p> <p>..... The above limits shall be considered on pro-rata basis with respect to the individual projects commissioned until commissioning of the entire Project capacity allocated under this Agreement. For the first year of operation of the Project, the annual CUF shall be calculated for the complete year after COD of the Project. Subsequently, the.....</p>	<p>allocated Project capacity, it is found that the WPD has not been able to supply minimum energy ofMillion kWh (MU) on account of reasons solely attributable to the WPD, the....</p> <p>..... The above limits shall be considered on pro-rata basis with respect to the individual projects commissioned until commissioning of the entire Project capacity allocated under this Agreement. In both cases of part/full commissioning, energy supplied during the first year of operation will not be considered for the purposed of calculation of shortfall in energy supply. Subsequently, the.....</p>
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