

SOLAR ENERGY CORPORATION OF INDIA LIMITED NEW DELHI						
No. SECI/C&P/IPP/12/0018/23-24/Clarifications-01						Dated: 21.11.2024
(Request for Selection (RfS) Document for Allocation of Sea-bed Lease Rights for 4000 MW Offshore Wind Power Projects) : Clarifications-01 to the queries on the RfS (RfS No. SECI/C&P/IPP/12/0018/23-24)						
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	Definition Affiliate	"Affiliate" shall mean an entity that, directly or indirectly, (i) controls, or (ii) is controlled by, or (iii) is under common control with, the Bidding Company or the Member	"Affiliate" shall mean an entity that, directly or indirectly, (i) controls, or (ii) is controlled by, or (iii) is under common control with, the Bidding Company or the Member, and in relation to an investment fund (being any trust, limited partnership, general partnership, investment scheme or fund whose business, operations or assets are wholly or partly managed professionally for investment purposes), the person having control includes the manager of the investment fund.	To ensure that funds are captured by the affiliate definition.	The provisions remain unchanged
2	RfS	5.2 (ii)	Stage 2 approvals, Letter of Consent	For Stage 2 approvals for the survey/ development / construction work, introduce “deemed approval” concept: that is, assume approved if no response after developer has submitted all the required docs within [X] days. We suggest an “envelop” or conceptually approval approach (i.e.: describe what types of vessels may be used and what kind of survey activities will be undertaken, etc.), with ability for developers to fine tune and narrow down survey plan as we progress through Survey Lease period.	This is critical to avoid open-ended waiting for authorities to approve permits, and therefore timely commissioning of the project	The provisions remain unchanged
3	RfS	6.1	Offshore pooling substation, power evacuation infrastructure Clause 6.1 states that the “evacuation of power from the offshore wind farm to the offshore substation” is in the scope of the developer, and that the CTU is responsible for “developing the offshore pooling substation and the evacuation infrastructure therefrom to the onshore pooling substation”.	1. A technical coordination committee should be formalized to ensure seamless and timely delivery of the evacuation/ transmission infrastructure ahead of the scheduled commissioning of the offshore wind power plant by the developer. 2. A guarantee/ formal undertaking by the CTU/ PGCIL for timely (six months ahead of expected COD, delivery of the offshore ss and transmission infrastructure 3. We propose that the RfS provides more clarity on the power evacuation infrastructure solution that the CTU is proposing. It is not clear to Bidders with regards to the shared infrastructure. - The number of and specifications of the offshore pooling substations, cables, onshore substations etc. should be provided with clarity. - Interface point at the offshore substation / offshore pooling substation needs to be defined well to avoid issues during installation, commissioning, and operation. - The precise scope split at the offshore substation / offshore pooling substation needs further clarity as well. E.g. which party is going to operate and maintain the substation? Is there a minimum availability % that would be guaranteed by the Transmission System Operator? What’s the incentive for the Transmission Operator to keep the grid operational? - Lack of clarity with regards to grid connection rights. Does the securing of the seabed lease automatically mean securing of grid connection capacity? 4. We seek clarification: - For the reason for differentiating between offshore substation and offshore pooling substation - That SECI does not expect the need for an offshore substation, and that the wind farm should connect directly to the offshore pooling substation - That if there is the need for an offshore substation, this would be in the scope of CTU - That multiple offshore wind farms are expected to connect to the offshore pooling substation	This is critical to address the expected inter-face technical issues, like design of the plant leading unto commissioning, between the generator and CTU/ PGCIL Clarity required on the use of the terms "offshore substation" versus "offshore pooling substation", and for scope of CTU versus OWPD to be more explicit and consistent. Clarity required on the power evacuation infrastructure solution itself being propose for bidders to design their technical solutions appropriately	A coordination committee will consist of members from CTU and will be notified soon. The offshore substation is same as offshore pooling substation.
4	RfS	21.2	NIWE on "best efforts basis"...	We propose for there to be a State Support Agreement as a formal part of the Project Agreements, committing the concerned state of Tamil Nadu as an important part of this project with clear identification of applicable permits and approvals thereof while fully supporting the project developer (OWPD)	This is critical to ensure timely delivery of the project by the OWPD	The provisions remain unchanged
5	RfS	26.1(iv)	Format 7.4 for board resolutions confirming 100% equity at this stage of RfS	Suggest not requiring these board resolutions for item (c) and (d)	Under Model B, the Bidder is invited to seek exclusive seabed rights to develop a project starting with the survey and study, with an ability to proceed with the project once these studies are found satisfactory, leading to a DPR and eventually an FC. It is at this latter stage that the developer shall be required to commit to project funding including that from banks and financial institutions for a bankable project. It may further be noted that the OWPD is required to procure offtake/ PPA and is not available for auction from SECI. It is not possible for developers to commit to 100% of the equity requirement for the project at the bidding stage. The nature and scale of the projects means that the equity commitment required is not possible prior to ultimately the final investment decision but also, as minimum, after the relevant surveys have been conducted. Hence the suggestion to not require limbs (c) and (d) at this stage.	The provisions remain unchanged.

6	RFS	Note on page 49	Note: (a) The Bidder may seek qualification on the basis of its Affiliate(s) (including an Affiliate which is a fund). In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s); (b) For the purpose of Clause 42.1(i), the Affiliate should have been an Affiliate of the Bidder/ Member at the time such Affiliate undertook the commissioning/ installation and/ or during the period for which the experience is being claimed. A certificate to this effect from the statutory auditor shall be submitted as evidence thereof; and (c) For the purpose of Clause 42.1(i), in the event that a project was not undertaken directly by the Bidder/ Member/ Affiliate, in order for such project to qualify, the entity claiming experience should have exercised Control of the company that undertook the commissioning/ installation, and such Control should have been at the time such company undertook the commissioning/ installation. A certificate to this effect from the statutory auditor shall be submitted as evidence thereof.	Note: “(a) The Bidder may seek qualification on the basis of its Affiliate(s) <i>(which for the purposes of this Note, includes including an Affiliate which is a fund and/ or its managed investment vehicles which may be incorporated for offshore wind energy development from time to time)</i> . In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s); (b) For the purpose of Clause 42.1(i), the Affiliate should have been an Affiliate of the Bidder/ Member, at the time such Affiliate undertook the commissioning/ installation and/ or during the period for which the experience is being claimed (<i>“Relevant Time”</i>) or, if the Bidder/Member was not incorporated at the Relevant Time, the Affiliate has been an Affiliate of the relevant Bidder/Member since the Bidder/Member's incorporation . A certificate to this effect from the statutory auditor shall be submitted as evidence thereof; and (c) For the purpose of Clause 42.1(i), in the event that a project was not undertaken directly by the Bidder/ Member/ Affiliate, in order for such project to qualify, the entity claiming experience should have exercised Control of the company that undertook the commissioning/ installation, and such Control should have been at the time such company undertook the commissioning/ installation. A certificate to this effect from the statutory auditor shall be submitted as evidence thereof.”		The provisions remain unchanged
7	Seabed Lease Agreement	7.7.1	The Lessee shall not undertake or permit any Change in Ownership, except with the prior approval of the Lessor.	We appreciate the rationale for the Change in Ownership to 'look up' to indirect shareholders to avoid the regime being circumvented. However, we request that this is limited to a sensible level within the ownership chain which is customary in other jurisdictions such that our ultimate shareholder can dispose of the whole business. We note that we imagine this would be a request from any developer that is owned by a fund like us. In our instance, the request is that this is limited to our top company which means the change of ownership is limited to the whole offshore wind business platform being sold which provides adequate protection from the change in control. This would just mean that our ultimate source of funding via our ultimate shareholder would change but it wouldn't impact Corio's specialist offshore wind knowledge and skills		Noted. The cases will be examined taking this suggestion into cognizance.
8	RfS	26.1(a)(x)(a)		Amending a memorandum of association or articles of association can be extremely difficult. An objects/purpose clause is not required in many jurisdictions and therefore the requirement should be removed if not required by the relevant jurisdiction. A board resolution could be provided instead if necessary.		The provisions remain unchanged
9	RfS	36.2	SPV shareholding to be same as that of BC	While the CA allows for change of shareholding in the SPV, clarify in the RfS as well to ensure for instance effective adoption of group captive regulation requiring consumer equity of 26% in the project SPV	In line with the prevailing Group Captive regulatory requirements	It is clarified that constitution of the SPV in line with the Group captive regulatory requirements is allowed in the RfS
10	RfS	Format 7.2		Please could it be clarified that in the event of a Change in Ownership that is consented to, the Power of Attorney could be replaced as the Power of Attorney is expressed to be valid until COD + 1.		Power of Attorney is applicable only until the bidding stage, as it authorizes a single company to participate on behalf of a group of bidders. It has no bearing on change in shareholding subsequent to issuance of LoAs.
11	Rfs	Format 7.11	will comply with the Indian Prevention of Corruption Act, 1988* * Include reference, as applicable, to the US Foreign Corrupt Practices Act and/ or the UK Bribery Act	will comply with the Indian Prevention of Corruption Act, 1988, applicable foreign bribery laws and....	There is no space to include the relevant foreign bribery laws.	The provisions remain unchanged.
12	ATL	2.1.1	The Successful Bidder shall, no later than 6 (six) months from the date of this Agreement, or such extended period as may be permitted by MNRE at its sole discretion, procure all Applicable Permits in connection with commencement of the Survey of the Seabed unconditionally or, if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such permits are in full force and effect.	The Successful Bidder shall, no later than 6 (six) months from the date of this Agreement, or such extended period as may be permitted by MNRE at its sole discretion acting reasonably, procure all Applicable Permits in connection with commencement of the Survey of the Seabed unconditionally or, if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such permits are in full force and effect provided that, if the Government Instrumentality responsible for providing any Applicable Permit provides a response in excess of the [statutory] response period, such 6 (six) month period will be extended on a day for day basis, equal to the number of days that the relevant Government Instrumentality delays. Any such extension will be cumulative for each delay by a Government Instrumentality for each Applicable Permit.	The procurement of all Applicable Permits is not solely within the Successful Bidder's control. The time for obtaining the Applicable Permits should be extended on a day for day basis for any delay from the Government/relevant body. MNRE should also have to act reasonably in considering any necessary extension.	The provisions remain unchanged.

13	ATL	2.2.2	The Parties expressly agree that in the event the Applicable Permits are not procured, for any reason whatsoever, within 8 (eight) months of the signing of this Agreement, or such extended period as may be approved by MNRE in its sole discretion, all rights, privileges, claims and entitlements of the Successful Bidder under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Successful Bidder, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties, and the AtL Security Deposit shall be refunded forthwith to the Successful Bidder by MNRE Provided, however, that in the event the Applicable Permits are not procured within the aforementioned timeframe for reasons attributable to the Successful Bidder, the AtL Security	Subject to any extension pursuant to clause 2.1.1 which shall apply equally to the 8 month period mentioned in this clause 2.2.2, the Parties expressly agree that in the event the Applicable Permits are not procured, for any reason whatsoever, within 8 (eight) months of the signing of this Agreement, or such extended period as may be approved by MNRE in its sole discretion, all rights, privileges, claims and entitlements of the Successful Bidder under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Successful Bidder, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties, and the AtL Security Deposit and all damages paid in accordance with Clause 2.2.1 shall be refunded forthwith to the Successful Bidder by MNRE Provided, however, that in the event the Applicable Permits are not procured within the aforementioned timeframe for reasons attributable entirely to the Successful Bidder, the AtL Security	The procurement of all Applicable Permits is not solely within the Successful Bidder's control. The time for obtaining the Applicable Permits should be extended on a day for day basis for any delay from the Government/relevant body. MNRE should also have to act reasonably in considering any necessary extension. Improved clarity required on refunding of damages paid due to delay for reasons not attributable to the Successful Bidder	The provisions remain unchanged.
14	ATL	2.2.4	In case the Successful Bidder is desirous of any extension of any period set forth herein for discharge of its obligations on grounds of delay caused due to reasons beyond the control of the Successful Bidder, the Successful Bidder shall submit an application to MNRE in this regard, setting out the particulars of the delay and the causes thereof. MNRE will examine such application and may, at its sole discretion, grant such extension as it may deem fit. Upon such extension being granted, the AtL Security Deposit will not be liable to be forfeited in accordance with the terms set forth herein	In case the Successful Bidder is desirous of any extension of any period set forth herein for discharge of its obligations on grounds of delay caused due to reasons beyond the control of the Successful Bidder, the Successful Bidder shall submit an application to MNRE in this regard, setting out the particulars of the delay and the causes thereof. MNRE will examine such application and may, at its sole discretion acting reasonably, grant such extension as it may deem fit. Upon such extension being granted, the AtL Security Deposit will not be liable to be forfeited in accordance with the terms set forth herein	The procurement of all Applicable Permits is not solely within the Successful Bidder's control. The time for obtaining the Applicable Permits should be extended on a day for day basis for any delay from the Government/relevant body. MNRE should also have to act reasonably in considering any necessary extension.	The provisions remain unchanged.
15	Seabed lease agreement	3.2.2	It is clarified that existing rights of way, easements, privileges, liberties and appurtenances to the Seabed shall not be deemed to be Encumbrances for the purpose of this Clause 2.2.	Is this intending to suggest that the lease will be subject to these? How will the Lessee be notified of any such interests?		The Lease shall be subject to Terms and conditions of Offshore Wind Energy Lease Rules. The provisions remain unchanged.
16	Seabed lease agreement	7.1.4(v), (a)		Inevitably there will be damage to the environment etc but mitigation steps will be adopted. The obligation should be to take all reasonable steps to mitigate any such damage, striking of protected species etc.		The provisions remain unchanged.
17	Seabed lease agreement	7.1.4(xv)	share requisite real time surveillance information with Coast Guard, Navy and other identified Government Instrumentalities. The Coast Guard, Navy and other identified Government Instrumentalities may be authorised by the Central Government to fix additional security surveillance systems as deemed required;	to the extent available and reasonably requested, share requisite real time surveillance information from the Project with Coast Guard, Navy and other identified Government Instrumentalities. The Coast Guard, Navy and other identified Government Instrumentalities may be authorised by the Central Government to fix additional security surveillance systems as deemed required provided that they do not interfere with the Permitted Activities or the Project;	The "requisite real time surveillance information" that is required to be shared needs to have more clarity on what it entails. What aspects of operations needs to be shared? Requires clarification.	The provisions remain unchanged.
18	Seabed lease agreement	7.1.4(xx)	ensure that no civil vital areas or vital points identified or communicated to the Lessee get affected during the course of undertaking the Permitted Activities;		Please clarify what civil vital areas and vital points are.	The provisions remain unchanged.
19	Seabed lease agreement	7.1.4(xxiv)	not share, or permit to be shared, the Data with any third party without prior permission of the Lessor and Integrated Head Quarter (Navy), Ministry of Defence. Provided, however, that this restriction will not apply to sharing the Data with the Lessee's contractors, personnel and agents;	not share, or permit to be shared, the Data with any third party without prior permission of the Lessor and Integrated Head Quarter (Navy), Ministry of Defence. Provided, however, that this restriction will not apply to sharing the Data with the Lessee's contractors, affiliates , personnel and agents;		It is not agreeable. "Affiliates" includes companies who may not even be connected with this business, but they still get access to sensitive data. Sharing of this data with "Affiliates" should require permissions
20	Seabed lease agreement	7.1.6	The Lessee shall, no later than 7 (seven) days after the close of each quarter, furnish to the Lessor a report on physical and financial progress of the survey, installation, testing, commissioning, operation and/ or maintenance of the Project, as the case may be (including any health and safety incidents that may have occurred) and shall promptly give such other relevant information as may be required by the Lessor.	The Lessee shall, no later than 7 (seven) days after the close of each quarter, furnish to the Lessor a report on physical and financial progress of the survey, installation, testing, commissioning, operation and/ or maintenance of the Project, as the case may be (including any health and safety incidents that may have occurred) and shall promptly give such other relevant information as may be reasonably required by the Lessor.		The provisions remain unchanged.

21	Seabed lease agreement	7.2.1(a)	the entry into the Seabed for such period as notified by the Central Government for the purpose of conducting the Survey, construction or operation and maintenance of the offshore wind farm;		Kindly clarify if this means the first instance of commencing a survey campaign, the construction execution, and commencement of operations. (I.e. a permit to begin.) Or does this mean that every time a vessel is brought into the seabed lease area, there is the need to notify Central Government? Or can Central Government define the full term and the developer can operate freely in the area during this period?	The provisions remain unchanged. Clause is in line with Offshore Wind Energy Lease Rules, 2023.
22	Seabed lease agreement	7.3.2		This is currently unclear as not all surveys would be completed within 1 month of the lease commencement. Is the intention that the Lessor provides a detailed plan within 1 month of Lease Commencement Date detailing when it plans on commencing each of the surveys. Then, if those dates are missed, there are damages payable? Why are damages payable when the Lessor's compensation is the rent? Damages should only be payable if the Lessee's delay causes the Surveys to not be complete by the end of the initial survey term.		Yes, the Lessor has to provides a detailed plan within 1 month of Lease Commencement Date detailing when it plans on commencing each of the surveys. In case of non-achievement, penalty will have to be paid.
23	Seabed lease agreement	7.5.2	The Lessee shall take all reasonable measure to ensure the safety and security of the Project, including all the equipment and other plant and machinery (and, in particular, ensure the security of the Project through employment of trained security personnel, at its own cost and expense, and ensure that the antecedents of all foreign nationals engaged by it are verified by concerned security agencies of the Central Government). Security of the wind farm is to be ensured through physical and electronic means. The security measures instituted will be intimated to the Indian Navy through the Integrated Head Quarters (Navy).	Please clarify the scope of the security required by the Lessee given the scope of the project allocated to the Lessee. If there is a list of measures to be adhered to, kindly provide this.		The provisions remain unchanged.
24	Seabed lease agreement	9.1.4		Insufficiently clear how any deductions from the security deposit are made. Please clarify.		This is not a deduction, but a yearly lease rate at 1 lakh per square kilometre. Deduction will be made in line with provisions of Clause 9.1.5, based on the damages as assessed by the Lessor.
25	Seabed lease agreement	Article 9		Needs to include how and when the security deposit will be refunded, including in the event of the Lessor's default.		Please refer Clause 9.3. Refund will be issued after issuance of decommissioning certificate by NIWE
26	Seabed lease agreement	27.1.1(a)	The Security Deposit has been encashed and appropriated and the Lessee fails to replenish or provide fresh Security Deposit within 30 (thirty) days;	The Security Deposit has been encashed and validly appropriated in accordance with the terms of this Seabed lease deed agreement and is not being disputed by the Lessee and the Lessee fails to replenish or provide fresh Security Deposit within 30 (thirty) days;		The provisions remain unchanged
27	Seabed lease agreement	27.1.2In case the imposed penalty is higher than the Security Deposit, the Lessee shall be liable to pay the difference"	If the defaulting party is the Lessee, the penalty to be capped up to the security deposit amount. Similarly, mirror the entire 8.2 for the Lessor		The provisions remain unchanged
28	Seabed lease agreement	27.1.2		Should be amended so that the non-defaulting party must give a notice of breach and also require the timeframe for the breach to be remedied to be reasonable.	Process should be specified for clarity	The provisions remain unchanged
29	Seabed lease agreement	27.1.1(f)		Should be limited to material breach.		The provisions remain unchanged
30	Seabed lease agreement	27.1.1(g)		Delete - should not be an event of default, unless a very narrow list of "requisite documents" can be specified.		The provisions remain unchanged
31	Seabed lease agreement	27.2		Similar event of defaults should be included for the Lessor as 8.1.1(e) and (b).		The provisions remain unchanged
32	Seabed lease agreement	27.3.1(iv)		To be deleted. The Lessee will have invested heavily in the Project and therefore should be entitled to use the Data.		The provisions remain unchanged
33	Seabed lease agreement	30.2		The amount of any indemnification should be reduced by any action by the Lessor which has contributed to any damages incurred and there should be a requirement for the Lessor to mitigate its losses.		The provisions remain unchanged

34	Seabed lease agreement	27.3.1(v)	decommission the Project within a period of 2 (two) years in accordance with prevalent international best practice, the decommissioning and site restoration programme furnished by the Lessee pursuant to the Seabed lease agreement (and set out as Schedule II), Applicable Laws, including the Offshore Wind Energy Lease Rules, 2023, and such guidelines and norms as may be issued in this regard from time to time. In particular, this obligation shall include: a. decommissioning the wind turbines, installations, machinery, and used cables; b. clearing the seabed of all obstructions created by the Project; c. uprooting and demolishing the foundation structures;		Kindly confirm if foundations can be left in situ near seabed (with balance removed) and if inter-array cables are required to be removed or can remain in place	Please refer Clause 27.3.1(v),-(c),(d),(e),(g) of the document
35	Seabed lease agreement	Definition Affiliate		Currently the definition does not capture affiliates of each member of the Bidding Consortium due to the reference to 'either Party'. The Change in Ownership definition instead refers to the Successful Bidder. Please confirm that the Successful Bidder will be each member making up the Bidding Consortium and if so, update the reference in the definition of Affiliate to the Successful Bidder.		In case of Consortium, only one Member, designated as the "Lead Member" shall submit the bid and communicate with SECI on behalf of the Consortium. LoA will be issued to this Lead Member in case of the consortium winning the bid. The reference to Affiliate is limited to the context of meeting the financial QR by all members of the consortium as per the RfS. Accordingly, any member can use its respective Affiliate to meet the financial QR. Subsequent to issuance of LoA, the consortium shall mandatorily incorporate a Project Company/ SPV to implement the Project. Thereafter, the change in ownership of this SPV shall be governed by provisions of Clause 24.2 of the RfS, as amended.
36	Seabed lease agreement	Definition of Completion Certificate, Clause 16.3		Please clarify if the term "commissioning certificate" in Clause 14.3 should be replaced with Completion Certificate as defined		No. Commissioning certificate is rightfully placed.
37	Seabed lease agreement	Definitions of "Material Breach" and "Material Adverse Effect"		The definitions are confusing. Material Adverse Effect refers to the ability of each Party to perform, but Material Breach uses the phrase "Material Adverse Effect on the Project". Please clarify.		Definition remains unchanged
38	Seabed lease agreement	4.1		The Term should not be extended by the Lessor at its sole discretion. An extension of the Term should first be requested by the Lessee and then the Lessor should determine in its sole discretion.		The provisions remain unchanged.
39	Seabed lease agreement	5.1.2		Is it correct that the request to waive CPs comes from the Lessor. It makes more sense for the Lessee to request for the CPs to be waived.		Clause 5.1.2 refers to the tasks to be completed by the Lessor, to satisfy Conditions Precedent. Thus, the request for waiver of CP should naturally come from the Lessor. A mirror provisions is there in Clause 5.1.3, which deals with tasks to be completed by the Lessee. So, the provisions are correct.
40	Seabed lease agreement	5.2		There should be a financial penalty for the Lessor delaying the fulfilment of the CPs, similar to the Lessee. If the Lessor delays, it should not be entitled to make any deductions to the Performance Security. Time periods for what constitutes a delay to be aligned between 5.2 and 5.3.		The provisions remain unchanged
41	Seabed lease agreement	10.2(xii)		To be deleted. This is a forward looking warranty that is not appropriate This could be included as an undertaking instead.		The provisions remain unchanged

42	Seabed lease agreement	10.2(xiii)	no representation or warranty by it contained herein or in any other Document furnished by it to the Lessor or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;	no representation or warranty by it contained herein or in any other Document furnished by it to the Lessor or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;	Warranties cannot be forward looking. Forward looking elements can be included as undertakings.	The provisions remain unchanged
43	Seabed lease agreement	10.2(xiv)	no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Seabed or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Lessor in connection therewith;	no sums, in cash or kind, have been paid or will be paid , by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Seabed or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Lessor in connection therewith;	Warranties cannot be forward looking. Forward looking elements can be included as undertakings.	The provisions remain unchanged
44	Seabed lease agreement	10.3		The Lessor should provide warranties equivalent to 10.2(v), (viii), (xiii), (xiv).		The provisions remain unchanged
45	Seabed lease agreement	9.4		This clause seems to suggest that the Performance Security may be encashed and appropriated more than once (i.e. it must be replenished after appropriation, and this can be <u>encashed/appropriated again</u>). This will be a large financial risk for the developer. Please clarify.		The provisions remain unchanged
46	Seabed lease agreement	9.5		Should be limited to the Lessor acting strictly in accordance with the terms of the Seabed Lease agreement.		The provisions remain unchanged
47	Seabed lease agreement	12.1.2(iv)	If a Deficiency is found, the Lessee hereby acknowledges that it shall, at its own cost and expense take all appropriate measures to remedy the same. It is hereby clarified that the Lessor shall not bear any expenses in relation to any Deficiency.	If a Deficiency is found, the Lessee hereby acknowledges that it shall, at its own cost and expense take all reasonable appropriate -measures to remedy the same. It is hereby clarified that the Lessor shall not bear any expenses in relation to any Deficiency.		The provisions remain unchanged
48	Seabed lease agreement	14.3		Right of Lessor to be present during the conducting of Tests and to be given advance notice to be removed as this will be difficult to negotiate with Contractors and would inhibit the flexibility of the ProjectCo and the Contractors to perform the Tests.		The provisions remain unchanged
49	Seabed lease agreement	14.4	Lessor has a right to suspend the whole/any part of the Construction Works due to non conformity with the Construction Requirements (and failure to remedy within 7 days).	Suspension right to be deleted, or to be limited to specific situations, e.g. an emergency or health and safety concern. If not, the suspension right it may cause unnecessary delay and cost to the project.		The provisions remain unchanged
50	Seabed lease agreement	15.2.1	Lessor has a right to inspect the Construction Works at any time and make a report stating the defects or deficiencies, requiring the Lessee to remedy within 7 days.	This is very impractical as the Lessor should have the freedom to manage the Construction Works, and ensure those works are done properly by the relevant completion/taking over date. Alternatively if this provision remains, it should be reduced such that the inspection rights are reduced/planned ahead (and if exercised, such that the Lessee must comply with any HSSQ requirements) and the 7 day remedial period should be changed to a reasonable period taking into account the circumstances or be edited to be more similar to Article 19.4.1 which allows for a report to be furnished within a period of say 15 days, and then progress reports to be given once a week until remedial works are completed.		The provisions remain unchanged. Site visits will of course be undertaken in consultation with the Lessee, to ensure the project construction activities are least impacted.
51	Seabed lease agreement	15.2.1	During the Construction Period, the Lessor may inspect the Construction Works at any time in a month and make a report of such inspection stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Standards and Specifications. It shall send a copy of the report to the Lessee within 7 (seven) days of such inspection and upon receipt thereof, the Lessee shall rectify and remedy the defects or deficiencies, if any, stated in the report. Such inspection or submission of the report by the Lessor shall not relieve or absolve the Lessee of its obligations and liabilities hereunder in any manner whatsoever	During the Construction Period, the Lessor may inspect the Construction Works at any time in a month provided that it complies with any directions from the Lessee in relation to healthy and saefly and make a report of such inspection stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Standards and Specifications. It shall send a copy of the report to the Lessee within 7 (seven)-14 (fourteen) days of such inspection and upon receipt thereof, the Lessee shall rectify and remedy the defects or deficiencies, if any, stated in the report. Such inspection or submission of the report by the Lessor shall not relieve or absolve the Lessee of its obligations and liabilities hereunder in any manner whatsoever		The provisions remain unchanged

52	Seabed Lease Agreement and RFS	Seabed Lease Agreement: 16.4 RFS: Clause 12 and 13	(i)The minimum capacity for acceptance of first part commissioning shall be 50 MW or 50% (fifty percent) of the allocated Project capacity, whichever is lower. (ii)The subsequent commissioning shall be carried out in a maximum of 2 installments, with the capacity of each instalment being chosen by the Lessee.	The full implications of Part Commissioning and what it triggers is unclear. The definition of part commissioning is also not specified (i.e. Is this the point of receipt of revenue from the offtake?)		Part-commissioning is relevant to the limited extent of encashment of Performance security in case of delay in commissioning the Project capacity, which will result in encashment of the Security on pro-rata basis. "Commissioning" has been defined in Schedule-III of the Agreement. Part-commissioning may be interpreted accordingly
53	Seabed lease agreement	17.2	On or before COD and no later than 45 (forty-five) days prior to the beginning of each Accounting Year during the Operation Period, as the case may be, the Lessee shall provide to the Lessor its proposed annual programme of preventive and other scheduled maintenance (the "Maintenance Programme"). Such Maintenance Programme shall include: (i) preventive maintenance schedule; (ii) arrangements and procedures for carrying out urgent repairs; (iii) intervals and procedures for carrying out inspection of all elements of the Project Facilities; (iv) intervals at which the Lessee shall carry out periodic maintenance; (v) arrangements and procedures for carrying out safety related measures; and (vi) intervals for major maintenance works and the scope thereof.	- Annual maintenance programme can be provided, however the supporting documentation is very onerous. What would the implication be - for example – if an 'urgent repair' was carried out that deviated from documentation provided? Or if a maintenance activity was carried out that did not align with the intervals set out? Do we need to seek approvals for any changes to the plan? This could be a major issue on costs and time (particularly for vessel coordination). - In particular, "intervals" might be fixed for certain assets but for others the maintenance approach taken might be 100% risk based, data driven. This means that intervals will not be fixed and will not be known in advance. A schedule can be provided but there it should be easy for the project to deviate from that Schedule if required.		Deviation from the proposed schedule/programme is acceptable and will not be considered negatively, unless it affects the Lessee's performance under the Agreement
54	Seabed lease agreement	17.4.1 and 17.4.2		These overarching powers seem to be highly unilateral and introduce considerable risk to operations and ability of the developer to meet its obligations. (e.g. it may be triggered not just by causing a breach of environmental obligations, but 'likely to cause'...).		The provisions remain unchanged
55	Seabed lease agreement	19.1		As a general comment, these reporting obligations are above what we would be expected to provide to lenders or other authorities and are beyond what we would reasonably expect from the OEM service contractor. Some of these requirements will be difficult to provide and this appears to be a very labourious and time-consuming task.		The provisions remain unchanged
56	Seabed lease agreement	19.1.1	and shall promptly give such other relevant information as may be required by the Lessor	and shall promptly give such other relevant information as may be reasonably required by the Lessor		The provisions remain unchanged
57	Seabed lease agreement	19.1.2		- These reporting obligations are impractical - Particularly the 12-hour time frame for breakdown and 2 days for notification of accidents/incidents (There is also a lack of clarity on what this requires. For example, would it follow Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) requirements?) - Events might be detected well after the 12-hour time frame stipulated here (for example following an on-site walkdown). - Certain events related to either equipment or personnel might trigger an RCA (Root Cause Analysis) which will take several days. Only after the RCA, a report will be compiled outlining the measures that must be taken. It may also better to have clear definition/criteria of events described in this document. - Section 19.1.2, (i)-(iii): when saying to report no later than 12 hours after the occurrence of such event or circumstances, is this verbal notification to the Lessor? Or any specific format? Or any online system? - Section 19.1.2, (iv): when saying to report within 2 days of such occurrence with statements on actions taken to minimize recurrence, are there any specific format? Or any online system? When a serious events occurred, it may take some time for completing the investigation and set-up the corrective actions, if this report should be detail, then the timeframe looks quite tight. - Overall, more clarity is required to be specified in these requirements		The provisions remain unchanged
58	Seabed lease agreement	19.1.3(vii)	such other relevant information as may be required by the Lessor	such other relevant information as may be reasonably required by the Lessor		The provisions remain unchanged

59	Seabed lease agreement	19.2		As mentioned in section 17.3, this unilateral right for the Lessor is a major risk which could result in breach of contract, invalidated warranties, increased time, costs, etc. How can the Lessor confirm they have adequate expertise to comment on the asset? Who should bear these costs? How can they provide access to the site? As it stands, this provision is a fundamental point and a major risk exposure for the developer. - Costs: Direct costs but also lost revenues for stopping the assets. - Kindly clarify: period? / Frequency? / Responsible party? / Can it be a 3rd party? / Can the project refuse and defer these if they disrupt operations? (OEM has priority and there is a safety limitation on maximum number of people that can be on the asset.)		The provisions remain unchanged
60	Seabed lease agreement	19.2	Lessor has a right to inspect the Project Facilities at any time and make a report stating the defects or deficiencies.	This is very impractical and should be reduced such that the inspection rights are reduced/planned ahead (and if exercised, such that the Lessor must comply with any HSSQ requirements).		The provisions remain unchanged
61	Seabed lease agreement	21.1.1	The Lessor may consider, at its discretion, to extend the period allowed to achieve Financial Close if it believes that the Lessee has performed all the necessary duties to achieve the same in the stipulated period as required by this Agreement and the delay is solely on account of delay in getting Applicable Permits from the concerned Government Instrumentalities.	If the delay is due to the Lessor's delay, there should be a day for day extension to the time periods and no damages payable until the expiry of the extended period.		The provisions remain unchanged
62	Seabed lease agreement	22		Is the proposal that a specific set of insurances that are required to be obtained at different stages of the Project be appended to the Lease? Given the deemed insurance provisions, we need certainty on what insurances we are expected to have so that also we can verify these with insurance advisers.		The phrase "such insurances as may be necessary or prudent in accordance with Good Industry Practice" in Art.22.1 is self explanatory
63	Seabed lease agreement	22.1	The Lessee shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Lessor as a consequence of any act or omission of the Lessee during the Term of this Agreement.	It is not for the Lessee to insure against risks that may arise on the Lessor.		The provisions remain unchanged
64	Seabed lease agreement	22.1	The Lessee shall procure that in each insurance policy, the Lessor shall be a co-insured.	To the extent reasonably possible , the Lessee shall procure that in each insurance policy, the Lessor shall be a co-insured.		The provisions remain unchanged
65	Seabed lease agreement	22.2	Within 30 (thirty) days of receipt of such notice, the Lessor may require the Lessee to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, such dispute shall be resolved in accordance with this Agreement.	Within 30 (thirty) days of receipt of such notice, the Lessor, acting reasonably, may require the Lessee to effect and maintain such other insurances as may be reasonably necessary pursuant hereto for the safe and prudent operation and construction of the Project, and in the event of any difference or disagreement relating to any such insurance, such dispute shall be resolved in accordance with this Agreement.		The provisions remain unchanged
66	Seabed lease agreement	24.3.1		7 day time period is too short. Typically you see 7-14 days in the EPC contracts, so there needs to be a buffer before notification to the Lessor. Please amend to 21 days.		The provisions remain unchanged
67	Seabed lease agreement	24.4(vi) and 22.6		These provisions contradict each other. Application of insurance proceeds should always be subject to requirements of the financing agreements.		The provisions remain unchanged
68	Seabed lease agreement	25.4	The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.	The Affected Party shall make all use reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.		The provisions remain unchanged
69	Seabed lease agreement	27.1.1(j)	The Lessee abandons or manifests intention to abandon the construction or O&M of the Project Facilities without the prior written consent of the Lessor;	The Lessee abandons or manifests intention to abandon the construction or O&M of the Project Facilities without the prior written consent of the Lessor;	This is too subjective and requires more clarity	The provisions remain unchanged
70	Seabed lease agreement	27.1.1(z)	The Lessee is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 30 (thirty) days	Save as otherwise provided in this clause 27.1.1 , the Lessee is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 30 (thirty) 60 (sixty) days		The provisions remain unchanged

71	Seabed lease agreement	27.1.1		<p>There are only 2 reasons for relief - Force Majeure and a breach of the agreement by the Lessor. The reference to breach does not tie in with other language in the contract, which refers to "reasons solely attributable to the Lessor" so that should be aligned (e.g. to cover situations where the Lessor causes delay).</p> <p>In the context of certain events, in particular (iii) (COD does not occur on time), this should be expanded to include a host of other relief events, reflecting what would entitle Contractors to an extension of time in the underlying EPC contracts, for example: (1) Change in Law (regardless of meeting any threshold amount); (2) delays/disruption caused by governmental authorities; (3) if the suspension right under article 14.4 is maintained, where such suspension was not justified/the cause of the suspension is not the responsibility of the Lessee; (4) rectification of loss/damage caused by a Force Majeure event.</p>		The provisions remain unchanged
72	Seabed lease agreement	27.1.6	as the Lessor may deem appropriate	as the Lessor may deem appropriate, acting reasonably.		The provisions remain unchanged
73	Seabed lease agreement	27.2.1	Lessor fails to cure such default within a Cure Period of 90 (ninety) days	Lessor fails to cure such default within a Cure Period of 90 (ninety)- sixty (60) days	Cure Periods should be symmetrical.	The provisions remain unchanged
74	Seabed lease agreement	27.2.1		Similar events of default as 27.1.1(e), (v), (w) should apply to the Lessor.		The provisions remain unchanged
75	Seabed lease agreement	27.5.1		The mandatory withdrawal of the Termination Notice where a event of default is cured "before the actual Termination occurs" is incorrect and should be clarified or deleted: there are already cure periods specified, and there is already a mechanism where the other party can make representations during a 15 day period.		The provisions remain unchanged
76	Seabed lease agreement	30.1		<ul style="list-style-type: none"> - Indemnities should be on the same terms for both the Lessee and Lessor. - All indemnities should be subject to mitigation of losses. - The indemnities should be reciprocal, e.g. delete the material and adverse language in 30.1.4. 		The provisions remain unchanged
77	Seabed lease agreement	33.2.1	The Lessee shall make available for inspection by any authorized person of the Lessor, copies of all Documents and data relating to safety of the Project, free of charge, during normal business hours on all working days, at the Lessee's registered office. The Lessee shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.	The Lessee shall make available for inspection by any authorized person of the Lessor, copies of all Documents and data relating to safety of the Project reasonably requested, free of charge, during normal business hours on all working days, at the Lessee's registered office subject to 5 days written notice. The Lessee shall make copies of the same available to any person upon payment of copying charges on a 'no profit no loss' basis.		The provisions remain unchanged.
78	RfS	4.1	"CONTROLLING SHAREHOLDING" shall mean more than 50% (fifty percent) of the voting rights and Paid-up Share Capital in the Bidding Company/ Member.		Controlling shareholding of the bidding company shall be kept limit to maximum 50%.	The provisions remain unchanged
79	RfS	4.4	"BIDDER" shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member, including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.		Can any Member Company of the Bidding Consortium also bid in the tender?	In case of Consortium, only one Member, designated as the "Lead Member" shall submit the bid and communicate with SECI on behalf of the Consortium
80	RfS	4.5	"BIDDING COMPANY" shall mean a Company (including a foreign company) submitting the Bid.		Can any Member Company of the Bidding Consortium also bid in the tender?	
81	RfS	4.21	"MEMBER IN A BIDDING CONSORTIUM" or "MEMBER" shall mean each Company in a Bidding Consortium, who shall have a shareholding in the OWPD.		Member's minimum and maximum shareholding in a bidding consortium may be relaxed for CPSU's.	There is no limit in terms of shareholding of a particular Member in a Consortium. Also, please refer Clause 24.3 as amended.

82	RfS	38.3	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) (including an Affiliate which is a fund) for the purpose of meeting the qualification requirements as per Clauses 38.1 and 38.2 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) (including an Affiliate which is a fund). In such cases, the Bidder shall be required to submit board resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and AtL Security Deposit in case the Bidder(s) fail to do so in accordance with the RfS.	The Bidder may seek qualification on the basis of Technical as well as Financial.....		Clause 42.1 (Note below the table) already allows this
83	RfS	6.1	Evacuation of power from the offshore wind farm to the offshore substation is in the scope of OWPD. The Central Transmission Utility, through its identified Transmission Licensee, shall be responsible for developing the offshore pooling substation and the evacuation infrastructure therefrom to the onshore pooling substation, including the export cables.		Location of the Offshore Sub Station and proposed Configuration needs to be mentioned.	The location of the pooling substation may be decided based on earlier discussions with CTU team. In the top corner of each block in order to minimize the investment from the CTU side. The pooling substation shall be designed to connect the cables by developers at 66 kV.
84	RfS	8.2	The minimum MW capacity to be installed by the developer in the allocated Block shall be as defined in the bid. The bidder may set up more capacity in the allocated seabed area than the stipulated minimum.		In order to derive the minimum MW capacity, for optimum micro-siting of Turbines, the configuration of spacing of turbines shall be mentioned and guidelines for micro-siting of Offshore wind turbines shall be provided/mentioned in this RfS.	The minimum capacity has been estimated considering 5 MW/sq km. The developer may choose optimum micro-siting of turbines based on their turbine models.
85	RfS	6.3	The cable routes for the transmission corridor falling outside the allocated seabed area will also be subject of the lease rights granted under the Seabed Lease Deed.		Do the OPWD have to pay lease amount for the areas for the cable routes also?	In this case, CTU will pay the lease amount for the areas for the export cable routes. As per Lease Rules. Separate Lease Agreement has to be signed with CTU. The inter-array cables have to fall within lease area given for project.
86	RfS	8.1	Selection of Successful Bidder for allocation of sea-bed areas on lease for proposed installation of a total offshore wind capacity of 4000 MW will be carried out through e-bidding.		The bidding will be on Forward auction or not?	There is no "Auction" component envisaged under this RfS
87	RfS	19.1	Bidders selected by SECI based on this RfS shall submit a refundable security deposit (the "AtL Security Deposit") for a value @ INR 1,00,00,000 (Indian Rupees One Crore) per site prior to signing of the Agreement to Lease. It may be noted that Successful Bidder (i.e., the Bidding Company/ Lead Member of the Bidding Consortium) shall submit the AtL Security Deposit in the form of a Bank Guarantee according to the Format 7.3B with a validity period up to (and including) the date of furnishing, pursuant to the Agreement to Lease, of a security deposit in respect of conducting the survey pursuant to the Seabed Lease Deed. On receipt and after successful verification of the total AtL Security Deposit in the acceptable form, the EMD shall be returned by SECI to the Successful Bidder. It may be noted that Agreement to Lease will be signed only upon successful verification of the AtL Security Deposit submitted by the Successful Bidder. The AtL Security Deposit is required to be submitted in the name of the entity signing the Agreement to Lease (i.e., the Bidding Company/ Lead Member of the Bidding Consortium).		May also mention the EMD returning time after submission of security deposit	EMD will be returned subsequent to receipt and verification of the security deposit

88	RfS	44.6 (ii)	Simultaneous with the payment of the lease rental as above, the Successful Bidder or the OWPDP, as the case may be, shall, during the term of the Seabed Lease Deed and from the date of execution of the Seabed Lease Deed until the commercial operation date of the Project, pay into the Seabed Allocation Fee an amount which is the quoted by the bidder.	Simultaneous with the payment of the lease rental as above, the Successful Bidder or the OWPDP, as the case may be, shall, during the term of the Seabed Lease Deed and from the date of execution of the renewal of Seabed Lease Deed until the commercial operation date of the Project, pay into the Seabed Allocation Fee an amount which is the quoted by the bidder.	<p>As on date, no surveys or site data is available to OWPDP and it is only after the site surveys that the OWPDPs will get to know the site characteristics such as wind speed, geology, sediment properties, foundation suitability etc. and techno-commercial feasibility of the block;</p> <p>Therefore, OWPDPs are carrying high risk and therefore Seabed allocation fee should only paid after the submission of DPR.</p> <p>Hence, the OWPDP may please be only mandated to pay the quoted Seabed Allocation Fee per sq km per year AFTER the successful completion of the survey stage of the project and from the date of renewal of Seabed lease to the CoD of project</p>	Seabed allocation fee holds refundable mechanism as stated in the RIS clause 44.6 (ii), this will act as an incentive to the developer to carry out the survey and development activities in the time bound manner.
89	RfS	1.8	The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as may be available for the Projects	<p>The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as may be available for offshore oil & gas upstream sector.</p> <p>Notification no. 50/2017 dated 30 June 2017 – Customs (hereinafter referred to as ‘Customs Notifications’), notified list of goods in relation to oil and gas exploration activities, offshore as well as onshore, has been subject to concessional indirect duty structure subject to certain prescribed approvals and certification</p>	<p>As Indian Offshore wind Industry is at nascent stage, all the equipment which includes turbines, monopile foundation, transmission piece, electric subsea cables, offshore substation, other substructures etc. may have to be imported in India from various countries. In order to support offshore wind projects, it is suggested to provide the Concessional Customs and GST tax structure available for offshore oil and gas upstream sector. This will enable 'Nil' customs duty for imported equipment (i.e. Foundation, Tower, Nacelle, blades, sub-marine cables) and exemption from GST regime.</p>	Ministry is exploring the possibilities to provide CCDC incentives as available in case of offshore oil and gas sector. Clause does not require any change
90	RfS	5.2 (iv)	Benefits like provision of power evacuation infrastructure from the offshore pooling delivery point, waiver of transmission charges, Renewable Energy Credits with Multipliers, Carbon Credit benefits etc. as determined by the Government of India / State Govt's from time to time shall be applicable.	REC Regulations does not provide any REC multiplier for Offshore wind as on date.	<p>REC Regulations 2022, presently do not mention offshore wind as a technology and no REC multiplier has been defined for offshore wind. Without visibility on REC multiplier the developers cannot estimate all revenue streams and therefore, cannot commit binding bids. Following amendments are proposed specifically for promoting energy consumption of renewable energy from Offshore wind projects:</p> <p>Central Electricity Regulatory Commission (Terms and Conditions for Renewable Energy Certificates for Renewable Energy Generation) Regulations, 2022.</p> <p>Appendix 1 - Principles for determination of Certificate Multiplier</p> <ul style="list-style-type: none"> - Inclusion of RE Technology based on "Offshore wind" - REC multiplier for "offshore wind" = 5.0 <p>Since offshore wind is in nascent stage in India, offshore wind requires additional waivers and promotional incentives to be viable in open access market. Benefits of Offshore wind includes better generation profile than existing renewable technologies and peak power support requirements of the grid. Therefore, for creating a level playing field for nascent stage offshore wind technology in India, it is desired that MNRE provides additional support for promoting consumption of energy from offshore wind projects;</p>	Ministry has requested CERC to consider REC multiplier for power from offshore wind energy projects.

91	RfS	New	Introduction of Renewable Purchase Obligation for offshore wind		MoP Order dated 22nd July 2022 titled Renewable Purchase Obligation (RPO) and Energy Storage Obligation Trajectory till 2029-30 It is suggested to carve out a separate category for 'Offshore wind RPO' starting from 2029-30 to 2039-40 inline with the award of offshore wind projects and envisaged commissioning of these projects from 2030 onwards. A dedicated RPO for Offshore Wind will create a strong demand pull for offshore wind energy in the market leading to increased consumption of renewable energy on the grid.	The query is beyond the scope of the RfS
92	RfS	6.2	Metering for the purpose of energy accounting shall be done as per applicable law, including, without limitation, the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006.	Metering for the purpose of energy accounting shall be at low voltage side of Offshore pooling Substation under the scope of Central Transmission Licensee		This being a RfS without any power offtake commitment, metering location is not required to be indicated in the RfS
93	RfS	6	New	Generation Compensation during Grid backdown period.	It must be ensured that incase Offshore wind project is ready to be commissioned or already commissioned but power evacuation under the scope of CTU is not ready or there is a case of backdown, there must be provision of deemed generation compensation to the developer. It must be ensured that incase Offshore wind project is ready to be commissioned or already commissioned but power evacuation under the scope of CTU is not ready or there is a case of backdown, there must be provision of deemed generation compensation to the developer. Generation Compensation = 100% of [(Average Generation during the month corresponding to the capacity backed down)] X PPA tariff Where, Average Generation per hour during the month corresponding to the capacity backed down (kWh) = (CUF during the month) x Σ (Backed down capacity in MW x corresponding time of backdown in hours x 1000) The Generation Compensation shall be paid as part of the energy bill for the successive month.	The proposed changes are not agreed to.
94	RfS	6	New	Must run status to be applicable for offshore wind projects	The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of "must-run" to Offshore Wind Power projects. Accordingly, no Offshore Wind Power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC).	The query is beyond the scope of the RfS
95	RfS	7.2	Installation and ownership of the Project, along with obtaining necessary approvals will be under the scope of the OWPD. Except the seabed to be leased by the Government of India, the other Project related scope, including the identification of land (for, inter alia, onshore manufacturing, assembly, storage of wind turbine components, wind turbine and other components), transport, installation, commissioning, and ownership of the Project, along with obtaining connectivity, long term access under the general network access framework and necessary approvals and interconnection with the offshore transmission network for supply/ self-use of power will be under the scope of the OWPD.	Except the seabed to be leased by the Government of India, the other Project related scope, including the identification of land (for, inter alia, onshore manufacturing, assembly, storage of wind turbine components, wind turbine and other components), transport, installation, commissioning, and ownership of the Project, along with obtaining connectivity, long term access under the general network access framework and necessary approvals and interconnection with the transmission network for supply/ self-use of power will be under the scope of the OWPD.	At this nascent stage of offshore wind sector in India, it is desired that Central Government takes over the cost of infrastructure and facilities and not to overburden the OWPD with these additional costs; It is suggested that Central Government is best placed for development of required infrastructure at Tuticorin port; OWPD shall support & facilitate knowledge sharing with CG and port authorities in defining the infrastructure specifications;	The provisions remain unchanged

96	RfS	21.1 & 21.3	<p>The OWPD shall be responsible for acquiring the land required near the coast, if any, from state or port authorities for, inter alia, onshore manufacturing, assembly, storage/ stacking of wind turbine components, wind turbine and other components. NIWE/ MNRE/ SECI shall not be held responsible for the same in any manner.</p> <p>Bidders may note that the publicly owned ports at Tuticorin in Tamil Nadu have been identified as potential ports which can be upgraded to meet the requirements of offshore wind. It is clarified, however, that the choice of port(s) proposed to be used in relation to the Project shall be solely at the direction of the Bidder/ OWPD.</p>	Central Government shall be responsible for Identification of Tuticorin port, approach roads to the identified port from major National and State Highways, development of port infrastructure (jetty/Quay-side, Cranes, water draft for construction vessels, mapower at port etc.) suitable for manufacturing, storage, assembly, movement etc. of offshore wind plant components incl. foundations, wind turbine generators (nacelle, tower/hub/ blades). Central Government will ensure timely availability of infrastructure and facilities so that there is no delay in offshore Surveys and Construction & Operation activities;	<p>At this nascent stage of offshore wind sector in India, it is desired that Central Government takes over the cost of infrastructure and facilities and not to overburden the OWPD with these additional costs;</p> <p>It is suggested that Central Government is best placed for development of required infrastructure at port;</p> <p>OWPD shall support & facilitate knowledge sharing with CG and port authorities in defining the infrastructure specifications;</p>	Ministry through its VGF scheme has proposed in development of 2 ports off the coast of Gujarat and Tamil Nadu for offshore related activities. However, any additional requirements regarding assembly of equipment's near port area, developer/manufacturer shall be responsible for acquiring the land.
97	RfS	24.2	Change in the Controlling Shareholding of the Bidding Company or Members shall be permitted post the date of submission of award for seabed leasing, subject to the Bidder continuing to meet the eligibility criteria as set forth in this RfS and achieving the same or higher evaluated score, and the Bidder providing prior written intimation to NIWE/ MNRE of such change in Controlling Shareholding, which intimation shall include relevant details in support of such continued eligibility and/ or matching/ exceeding the score.	No restriction on Controlling Shareholding of the Bidding Company or Members from the date of submission of response to RfS till the achievement of financial closure, subject to the Bidder continuing to meet the eligibility criteria as set forth in this RfS and achieving the same or higher evaluated score, and the Bidder providing prior written intimation to NIWE/ MNRE of such change in Controlling Shareholding, which intimation shall include relevant details in support of such continued eligibility and/ or matching/ exceeding the score.;	<p>It is understood that as power from offshore wind projects is likely to be sold to captive consumers, to ensure financial closure, the ownership is the motto likely to change to ensure compliance with "Electricity (Third Amendment) Rules, 2023" notified by the Ministry of Power in 2023.</p>	Please refer to Clause 24.2 as amended.
98	Agreement to Lease	1.1	"Applicable Permits" shall mean all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with undertaking the Survey of the Seabed (including, without limitation, the Stage-I clearances set forth in Annexure A of the National Offshore Wind Energy Policy, 2015 and 'Letter of Consent' under the Guidelines for Offshore Wind Power Assessment Studies and Surveys, 2018 issued by the National Institute of Wind Energy);		<p>1. It is requested to clarify whether both EIA and CRZ clearances needs to be secured at this stage, if applicable.</p> <p>2. Further, the surveys will be conducted at different time of the year;</p> <p>- First it would be wind and met-ocean measurements using floating LiDAR to be deployed before the start of wind season (Apr to May).</p> <p>- Later, during low wind season i.e. Dec-May, Geophysical and pre-geotechnical investigations will be carried out;</p> <p>Therefore, it is important to allow flexibility in securing the Applicable Permits for each surveys over different times</p>	<p>1.Refer RfS section 5.2 (ii)</p> <p>2.Can be declared during signing of the seabed lease agreement covering the timelines as stipulated accordingly by the successful bidder.</p>
99	Agreement to Lease	2.1.1	The Selected Bidder shall, no later than 6 (six) months from the date of this Agreement, or such extended period as may be permitted by MNRE at its sole discretion, procure all Applicable Permits in connection with the Survey of the Seabed unconditionally or, if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such permits are in full force and effect.	Timing should be flexible	<p>1. It is requested to clarify whether both EIA and CRZ clearances needs to be secured at this stage, if applicable.</p> <p>2. Further, the surveys will be conducted at different time of the year;</p> <p>- First it would be wind and met-ocean measurements using floating LiDAR to be deployed before the start of wind season (Apr to May).</p> <p>- Later, during low wind season i.e. Dec-May, Geophysical and pre-geotechnical investigations will be carried out;</p> <p>Therefore, it is important to allow flexibility in securing the Applicable Permits for each surveys over different times</p>	Disagree, Refer RfS section 5.2 (ii) and the timelines can be declared during signing of the seabed lease agreement covering the timelines as stipulated accordingly by the successful bidder.
100	Agreement to Lease	2.1.3	The Selected Bidder shall make all reasonable endeavours to procure the Applicable Permits within the time stipulated, and shall, no later than 1 (one) month from the date of this Agreement, make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits.	The Selected Bidder shall make all reasonable endeavours to procure the Applicable Permits within the time stipulated, and shall, no later than 3 (three) month from the date of this Agreement, make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits.	<p>It is requested that the format of applications to be attached as annexure to the RfS so that developer understand the scope of information to be submitted to relevant Government authorities.</p> <p>It is suggested that time for submission of application be extended to three months.</p>	The provisions remain unchanged

101	Agreement to Lease	2.2.1	In the event that the Selected Bidder does not procure the Applicable Permits within the period stipulated therefor, and the delay is not the result of force majeure (as defined in the Offshore Wind Energy Lease Rules, 2023), the Selected Bidder shall pay to MNRE damages in an amount calculated at the rate of 1% (one percent) of the AtL Security Deposit for each day's delay until the procurement of the Applicable Permits.	In the event that the Selected Bidder does not procure the Applicable Permits within the period stipulated therefor, and the delay is not the result of force majeure (as defined in the Offshore Wind Energy Lease Rules, 2023), the Selected Bidder shall pay to MNRE damages in an amount calculated at the rate of 1% (one percent) of the AtL Security Deposit for each week's delay until the procurement of the Applicable Permits up to maximum of 5% of AtL Security Deposit.	It is suggested not to overburden the developer with these additional costs during the survey lease period.	The provisions remain unchanged
102	Agreement to Lease	2.2.2	The Parties expressly agree that in the event the Applicable Permits are not procured, for any reason whatsoever, within 8 (eight) months of the signing of this Agreement.....	The Parties expressly agree that in the event the Applicable Permits are not procured, for any reason whatsoever, within 12 (twelve) months of the signing of this Agreement.....		The provisions remain unchanged
103	Seabed Lease Agreement	1.1	“Change in Law” means the occurrence of any of the following events after the date of execution of this Agreement: (a) the enactment of any new Applicable Law; or (b) the repeal, modification or re-enactment of any existing Applicable Law; or (c) change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of this Agreement; or (d) any changes in the rates of any of the Taxes that have a direct effect on the Project.	Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after [Insert last date of bid submission] including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Wind Power Developer; or (v) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the offshore wind power project and supply of power from the Project by the OWPD which have a direct effect on the Project. Change in Law shall include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the OWPD.	Definition of "Change in Law" to be adequate	The provisions remain unchanged
104	Seabed Lease Agreement	5.2	In the event that the Lessor does not procure fulfillment of the Conditions Precedent set forth in Clause 5.1.2 within the date as on 24 (twenty-four) months from the acceptance of the DPR, and the delay has not occurred as a result of breach of this Agreement by the Lessee or due to Force Majeure, the Lessee shall be entitled to terminate this Agreement by issuing a 15 (fifteen) days' notice to the Lessor and in such case the PBG shall be returned to the Lessee after recovery of all amounts payable by the Lessee to the Lessor.	<Proposed to be added> The Lessor shall pay to the Lessee by way of compensation, all costs suffered or incurred by the Lessee as a consequence of delay resulting in such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof;		The provisions remain unchanged
105	Seabed Lease Agreement	7.7	Obligations relating to Change in Ownership	This is in conflict with the definition of "Change in ownership": “Change in Ownership” shall mean transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares that causes the aggregate holding of the Selected Bidder, together with (its/ their) Associates, in the total Equity to decline below 26% (twenty six percent) thereof from the date of signing of Seabed Lease Agreement until 1 (one) year after the COD	It should be ensured that there are no overlapping jurisdictions over matters related to approvals for minimum ownership or change in ownership.	The provisions remain unchanged
106	Seabed Lease Agreement	25.2	Subject to the provisions of Clause 25.4, in the event of the Lessor being in material default or breach of this Agreement, the Lessee shall issue a notice to the Lessor giving 90 (ninety) days to remedy the breach or the default. Upon expiry of the said 90 (ninety) days, if the Lessor has not remedied/ cured the default or breach and the period given to remedy/ cure the breach or the default has not been mutually extended, the Lessee may terminate this Agreement under and in accordance with Article 27.Upon expiry of the said 90 (ninety) days, if the Lessor has not remedied/ cured the default or breach and the period given to remedy/ cure the breach or the default has not been mutually extended, the Lessor shall pay to the Lessee by way of compensation, all costs suffered or incurred by the Lessee as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; the Lessee may terminate this Agreement under and in accordance with Article 27		The provisions remain unchanged
107	Seabed Lease Agreement	27.2.1	In the event that any of the defaults specified below shall have occurred, and the Lessor fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Lessor shall be deemed to be in default of this Agreement (the “Lessor Default”) unless the default has occurred as a result of any breach of this Agreement by the Lessee or due to Force Majeure.....	the Lessor shall pay to the Lessee by way of compensation, all costs suffered or incurred by the Lessee as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof;		The provisions remain unchanged

108	Survey Lease Agreement	7.3.2	In conducting the Survey, the Lessee shall comply with the following milestones within such timeframe as may be notified by the Lessee to the Lessor within 1 (one) month from the Lease Commencement Date, failing which the Lessee shall pay damages to the Lessor in a sum calculated at the rate of 0.1% (zero point one percent) of the Survey Security Deposit for delay of each day until the respective milestone is achieved: (a) Commencement of Survey (as evidenced by issuance of requisite purchase orders, copies of which are to be furnished to the Lessor); (b,c&d) Commencement and completion of environmental and social impact assessment in accordance with Applicable Law, and furnishing of assessment report(s) to the Lessor; (e&f) Completion of Survey and furnishing Survey report to the Lessor	In conducting the Survey, the Lessee shall comply with the following milestones within such timeframe as may be notified by the Lessee to the Lessor within 6 (six) month from the Lease Commencement Date, failing which the Lessee shall pay damages to the Lessor in a sum calculated at the rate of 0.1% (zero point one percent) of the Survey Security Deposit for delay of each day until the respective milestone is achieved: (a) Commencement of Survey (as evidenced by issuance of requisite purchase orders, copies of which are to be furnished to the Lessor); (b,c&d) Commencement and completion of environmental and social impact assessment in accordance with Applicable Law, and furnishing of assessment report(s) to the Lessor; (e&f) Completion of Survey and furnishing Survey report to the Lessor	Lessee should be given adequate flexibility to decide the timeline for surveys over the term of survey lease agreement; The surveys will be conducted at different time of the year; - First it would be wind and met-ocean measurements using floating LiDAR to be deployed before the start of wind season (Apr to May). - Later, during low wind season i.e. Dec-May, Geophysical and pre-geotechnical investigations will be carried out; - For EIA, first it would be Desktop / Rapid EIA to identify areas of concern and then EIA surveys & reporting Survey Report is confidential IP of Lessee and can only be shared upon signing of Data Protection Agreement	The provisions remain unchanged
109	Survey Lease Agreement	7.4.1	(a) Detailed project site/ location information, including the actual area proposed to be utilised by the Lessee within the Seabed (if at variance with the particulars of the Seabed as set out in this Survey Lease Deed) and also the cable routes falling outside the Seabed for the transmission system to deliver the power at the onshore substation). In this regard, it is clarified that the Lessee shall undertake the micro siting such that no turbine shall be erected 500 m from the nearest site boundary;	(a) Detailed project site/ location information, including the actual area proposed to be utilised by the Lessee within the Seabed (if at variance with the particulars of the Seabed as set out in this Survey Lease Deed) and also the cable routes falling outside the Seabed for the transmission system to deliver the power at the onshore substation). In this regard, it is clarified that the Lessee shall undertake the micro siting such that no turbine shall be erected 500 m from the nearest site boundary;	By restricting the WTGs to installed 500m from nearest boundary, this leads to significant reduction of 'usable area'. It is suggested to consider following options: a. Charge lease rate on usable area (after reducing the unused area), or b. Increase the spacing between the blocks from current 1km to 3.5km as proposed by NIWE in Chennai conference (Mar-23)	500m from the nearest boundary is kept considering the safety margins between 2 blocks. The provisions remain unchanged.
110	Survey Lease Agreement	7.4.3	The Lessor shall furnish to the Lessee its comments on the Detailed Project Report within a period of 21 (twenty-one) days, failing which the Lessor shall be deemed to have no comments thereon and DPR shall be deemed accepted. For the avoidance of doubt, it is expressly agreed that comments of the Lessor hereunder shall be limited to national security and public interest perspective. Subject to Clause 7.4.3 below, it is agreed that the Lessor or National Institute of Wind Energy shall not be liable in any manner on account of the furnishing of comments or otherwise, and that such comments (or lack thereof) shall not in any manner absolve the Lessee from any liability or obligation under Applicable Laws or this Agreement.	The Lessor shall have the right to inspect the Seabed at any time as the Lessor may deem fit, at Lessor's cost and.... It shall send a copy of the report to the Lessee and the Lessee shall, within 7 (seven) days of such inspection and upon receipt thereof, review and provide timeline to the Lessor for rectifying and remedy the defects or deficiencies, if any, stated in the report.		The provisions remain unchanged
111	RfS Document	16.1, 17.1 and 17.2		Since it is expressly clarified that NIWE will ONLY FACILITATE in getting approval from the respective governmental agencies, but the scope lies with OWPD, it is recommended that to expedite approvals, a single window clearance or a one stop shop entity or empowered group be created and entrusted with the responsibility of co-ordinating and securing approvals from the respective governmental agencies	In our global experience with offshore wind project development, we have seen significant delays on account of securing permits & clearances. A single window clearance or a one stop shop is an effective solution to overcome such delays Please also refer to IRENA & GWEC publication on Innovations in Permitting (Sept. 2023) to address bottlenecks Enabling frameworks for offshore wind scale up: Innovations in permitting (irena.org)	NIWE is the nodal agency as per offshore wind energy policy, thus NIWE shall act as a single window system for getting all the stage-II Clearance and other necessary clearances from concerned ministries/Departments. As obtaining clearances and permitting is a continuous process, NIWE will act as a single window system for getting all the necessary clearance from concerned Ministries / State Department. A separate portal for application of permits clearances shall be developed by NIWE
112	RfS Document	24.2		Please clarify/confirm that change in controlling shareholding allows for complete or partial farm down/divestment by the Bidding Company or Member at any time after the execution of the seabed lease deed agreement. Provided, with new partners the eligibility criteria continue to be met with the same or higher evaluated score....	Farm down/divestment allows the successful bidder to manage project risk by including value adding partners	The phrase "Change in controlling shareholding" is self-explanatory.

