SOLAR ENERGY CORPORATION OF INDIA LIMITED
New Delhi

No. SECI/C&P/WPD/RfS/T2/Clarifications-01 **Dated: 06.07.2017**

RfS for selection of 1000 MW ISTS-connected Wind Power Projects (Tranche-II): Clarifications to the queries on RfS,PPA and PSA
(RfS No. SECI/C&P/WPD/1000MW/T2/RfS/052017 dated 31.05.2017)

Sl. No.	Clause	Existing Clause	Queries/Suggested changes	Rationale	SECI's response
1	RfS Section 3.5 A (iii), Qualification Requirements: Technical Eligibility Criteria	The developer of Wind Power Projects, (i) Who have installed a wind power projects of minimum capacity of 25 MW at one location as on original date of bid opening; or (ii) Who have completed the financial closure of at least 50 MW wind power projects and project is under execution as on original date of bid opening	The developer of Wind Power Projects or solar power projects, (i) Who have installed a wind power projects of minimum capacity of 25 MW or solar power project of 50 MW, at one location as on original date of bid opening; or (ii) Who have completed the financial closure of at least 50 MVV wind power projects and project is under execution as on date Of bid opening.	The qualification is required as on actual date of bid opening. thus the date used for should be actual date of bid opening. It shall allow bidders who also attain this qualification as on the actual bid opening date to also submit the bid. Renewable players in Solar Space also have similar experience and thus should be allowed to bid to enhance competition. Qualification can be of higher installed capacity (and not under construction projects) to ensure serious bidder participation. Also, request you to clarify whether the developer of wind project has installed a wind power project through a EPC players in wind sector is acceptable under clause A(iii)a of Technical Eligibility Criteria.	RfS conditions remain the same
2	RfS Section 3.7.4	WPD shall not be entitled to deemed generation in case of any delay in grant of connectivity or non-availability of LTA to the project.	WPD shall be entitled to deemed generation in case of any delay in grant of connectivity or non-availability of LTA to the project subject to delay of development of grid infrastructure by CTU which is beyond control of successful bidder	Successful bidder should be compensated by way of deemed generation due to delay in nonavailability of CTU evacuation infrastructure for the reasons not attributable to bidders. Otherwise, it	RfS conditions remain the same
3	Section 6. RfS	Bidder shall have to provide Project Location in Covering Letter (Format 6.1)		Bidder has to declare project location in Covering letter in Format 6.1, request to clarify whether bidder is allowed to change the location of project after bid submission and/or signing of PPA, if yes, till what period bidder is allowed to change the location of project?	After issuance of LOAs, selected Wind Power Developers are allowed to change project location until financial closure of the projects.
4	Annexure A of RfS	List of Models and Manufactures of Wind Turbines - "Main List"	In order to leverage the available renewable resources, SECI should allow latest technologies which are available before commissioning of project.	Kindly confirm if WPD is allowed to use WTGs which are approved by competent authorities as specified by MNRE/CEA and included in list of RI-MM (not in current Annexure-I)post signing of PPA.	The list of RLMM as updated on MNRE's website until scheduled date of financial closure, shall be used by the WPDs.

5	RfS Clause 3.5A (ii)	***Clause 3.5A (ii)*** , Engineering, Procurement & Construction (EPC)" Contractor of wind power projects having supplied, erected and commissioned a wind power project of minimum capacity of 25 MW at one location as on original date of bid opening. The bidder shall submit EPC agreements and commissioning certificates for the corresponding projects in this regard	Is WTG supply required to be part of the EPC contract to qualify? Whether EPC experience meant under this clause refers to Balance of Plant (excl. WTG) or all-inclusive turnkey solution? Please confirm.		Clause is being suitably amended to bring more clarity
6	RfS 3.5A(iii)	3.5A(iii). The developers of Wind Power Projects, a. Who have installed a wind power projects of minimum capacity of 25 MW at one location as on original date of bid opening;	We understand that the Project developers who have the experience of Land, Grid evacuation, other infrastructure etc. for the project can qualify for this clause. Please confirm.		RfS conditions remain the same
7	RfS Clause 3.8	Clause 3.5.8: Clause mentioned earlier reads as below: In case a bid is submitted by a Consortium of two or more Bidders, they must meet the eligibility requirements in the following manner: i. The Lead Member shall meet, not less than 50% of the financial eligibility criteria as per clause 3.5.3 B. ii. All the partners of the Consortium shall collectively meet 100% of technical eligibility criteria as per clause 3.5.3 A. iii. All the partners shall jointly meet the 100% financial eligibility criteria	Could you please clarify if the Consortium will qualify if the lead bidder alone has the networth? Do the consortium partners need to have pro-rata networth corresponding to their shareholding as per the consortium agreement? Also request you to please consider extension of the timelines by 45 days to ensure better preparation and submission of a competitive bid. Trust you will take it into consideration		The bid conditions regarding eligibility in case of consortium are self-explanatory
9	RfS Clause 1.3.2	Clause 1.3.2 SECI has been designated as the nodal Agency for purchase and sale of power from such wind power projects. ………… The upper ceiling of the tariff that can be quoted by the bidders at the time of bid submission is Rs. 4.00 per kWh i.e. bidders cannot quote tariff of more than Rs. 4.00 per kWh for supply of wind power to SECI. …	The text in bold to be removed.	The ceiling limit is evident in Solar Bids conducted by SECI wherein a VGF component is also given. In case of Wind, such VGF component is not formulated. Further, this also restrict competition in term of selection of project sites for bidding.	RfS conditions remain the same
10	RfS Clause 1.3.3	1.3.3 Eligible bid capacity for bidding will be minimum 50 MW and maximum 250 MW by a bidder.	The minimum bid capacity should be at least 100 MW	In order to bring economics of scale in wind tariffs this benchmark should be increased.	RfS conditions remain the same
11	RfS Clause 1.3.6	1.3.6 Within one month of the completion of the reverse auction process, CPSEs willing to undertake the wind power projects under the scheme will have to inform SECI along with details of the projects proposed to be undertaken by CPSEs. Minimum Capacity that can be allotted to a CPSE will be 50 MW and the allocation of the capacity will be done on the basis of first come first serve basis.	Please clarify the requirement of project ownership by CPSEs and also whether the entire capacity of 100MW can be offered to one CPSE		The Guidelines for CPSEs to apply shall be notified on SECI's website shortly

12	RfS Clause 3.9.C	"Contracted capacity" shall mean the A.C capacity in MW contracted with SECI for supply by the WPD to SECI at the Delivery Point from the Wind Power Project; "Project Capacity" means the maximum AC capacity at the point of injection on which the Power Purchase Agreement shall be signed. 3.9.C The WPD would be free to install wind turbine generator of total rated capacity not more than 105% of project capacity allotted to them. The additional 5% will take care for auxiliary consumption and losses up to interconnection point…….	Require more clarity on power storage requirement and imposition of deviation charges. Kindly provide the definition of Installed Capacity of the project. Based on the definitions of Contracted Capacity and Project Capacity the bidder would be allowed to set up project of 5% more. Also, the same needs to be suitably cover in the PPA wherein the provisions are absent.	Remove ambiguity for financing the entire project capacity considering the aux consumption of 5% allowed in the RFS	RfS conditions are self-explanatory
13	RfS Definitions	"Control" shall mean ownership by one company of at least 26% of the voting right of the other company or holding not less than 26% of paid up share capital	Please modify the definition as per the Scheme Guidelines issued by MNRE	In MNRE Scheme, Control means holding not less than 51% of paid up share capital	RfS conditions remain the same
14	3.5.1 of RFS	"Controlling shareholding" shall mean not less than 26% of the voting rights and paid up share capital in the Company/Consortium; 3.5.1 of RFS ……………………..RfS. This shall not change till the signing of PPA and the Controlling Shareholding (holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project.	Please revise the definitions as per the RFS clause mentioned herein to remove the anomaly		Clause is being suitably amended
15	RfS Clause 3.2	3.2 Total Capacity Offered, Project Scope and Technology selection Selection of Grid-connected Wind Power Projects for total capacity of 1000 MW will be carried out through e-bidding followed by e-Reverse Auction process, based on the tariff of sale of electricity quoted in INR/kWh. **However, the limit may exceed up to not more than 1050 MW, based on the last capacity allotted as a result of the e-Reverse Auction.**	The text in bold to be revised as below: ……………… However, the limit may exceed up to not more than 1000 MW, based on the last capacity allotted as a result of the e-Reverse Auction.	The scheme issued by MNRE clearly specifies that 1000 MW is to be awarded through bidding and 100 MW to CPSE on first cum basis	RfS conditions remain the same
16	RfS Clause 3.5.4	For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However…….	In case the books of account for FY 2016-17 has not been audited can the bidder use the FY15-16 annual accounts		Yes. Either of the years 2015-16 or 2016-17 can be used.

17	RfS Clause 3.5.9	3.5.9 It is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely and successful commissioning of the Projects. In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM), as updated until the scheduled deadline for financial closure of the projects will be allowed for deployment under the Scheme. The RLMM list as on date is placed as annexure-A.	The bidder should be allowed to deploy any proven technology and not restrict to RLLM list.	Use latest technologies and reduce project cost.	RfS conditions remain the same
20	RfS Clause 3.7.4	Clause 3.7.4 mentions that no deemed generation to be considered for any delay in grant of connectivity or non-availability of LTA to the project.	Non-availability of LTA to the project should be considered as a Force Majeure event in the PPA	The bidder cannot be penalized for non-availability of LTA to the project during the commissioning and operational period.	RfS conditions remain the same
21	RfS Appendix A 1	Appendix A 1 Early Commissioning of a Wind Power Project prior to the scheduled commissioning date is permitted on acceptance of power by SECI.	The reference to SECI in this sentence to be replaced with the Trader and the buying utilities with whom PSA is executed.	PPA is executed with the Trader and not SECI. Hence, the right should be with the concerned parties.	PPA shall be executed with SECI in this case
23	PPA	Definition: Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the Buyer or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the Buyer.	This should be reduced to 33 days as per the 1st Scheme PPA	This has a huge financial impact on the cash flow and WC capital requirements. Even in PSA the payment due date is 30 days	PPA conditions remain unchanged
25	10.3.4 of PPA	10.3.4 Rebate For payment of any Bill on or before Due Date, the following Rebate shall be paid by the WPD to Buyer in the following manner. a) A Rebate of 2% shall be payable to the Buyer for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.	The 2% rebate shall only be paid within 5 days of billing	In line with the 1st bidding PPA	PPA conditions remain unchanged
26	Clause 4.5 PPA	Clause 4.5 Extensions of Time	if buyer defaults and extends the timeline to 27 months but WPD is ready to supply power within 18 months then no compensation is mentioned. It's a huge risk to WPD		PPA conditions remain unchanged
32	3.9 (A) and (B) RFS	The WPDs will declare the annual CUF of their Projects at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared annual CUF shall in no case be less than 20% yearly. WPD shall maintain generation so as to achieve annual CUF not less than 90% of the declared value and not more than 120% of the declared CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the WPD.	If WPDs are connected to ISTS through InSTS networks, will back down by the local STU be considered while calculating the CUF?		Yes, subject to the WPD furnishing sufficient proof of such event being beyond the control of the WPD
33			Availability/unavailability of STU network is beyond the control of WPD and hence we request to consider it for calculation of CUF		RfS conditions remain the same
34			SECI should allow WPDs to change the declared annual CUF during any of the 25years of PPA since we cannot predict the wind energy generation for such a long term period.		RfS conditions remain the same

35	3.9 (A) of Rfs	WPD shall maintain generation so as to achieve annual CUF not less than 90% of the declared value and not more than 120% of the declared CUF value, during the PPA duration of 25 years.	Statistical modelling for wind energy generation cannot predict generation within 10% variation over a long term period. E.g. the difference between generation at P50% confidence level and P90% confidence level would be greater than 10%. Hence we request to relax 10% variation clause or measure the CUF over a long term.		RfS conditions remain the same
36	RfS Clause 3.9 (C) 3.14.6	Cl. 3.9 (c): The WPD will not be allowed to sell any excess power to any other entity other than PTC (unless refused by SECI) Cl. 3.14.6: ......However, the Trader will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.	As the CUF is determined on an annual basis, how would PTC arrive at excess generation during the interim?		The trading agency for this tender is SECI, not PTC. Further, in case of excess generation, the WPD shall intimate in advance about the possible excess generation expected to take place in the forthcoming period in the Contract Year, in order to enable SECI to decide on purchase of such excess generation
37	RfS Clause 3.11 (iv)	vi) The WPDs are required to sign PPA with SECI within 06 months after the date of issue of LoA. **Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and SECI.**	The extension of timline shall be mutually agreed between SECI and WPD - It is correct?		Yes
38	RfS Clause 3.11 (vi) 3.16	Cl. 3.11 (vi): The WPDs of the Projects selected based on this RfS are required to sign PPA with the Trader within 06 month after the date of issue of LoA. Cl. 3.16: The Project Developer shall report tie-up of Financing Arrangements for the projects within 9 months from the date of issue of LoA.	For financial closure, a time period of 3 months from PPA signing date is provided. This timeline is not adequate. We request to revise it to 180-210 days from the PPA signing date.		RfS conditions remain the same
39	RfS Clause 3.14.6	The WPDs will be free to reconfigure and repower their plants from time to time during the PPA duration. However, SECI will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.	Repowering and at the same time maintaining 90% of declared PLF will be practically difficult. We request to provide suitable guidelines regarding repowering and relaxation for drop in PLF during the repowering period		Repowering guidelines as issued by MNRE shall prevail
40	RfS Clause 3.17 (A) (i) & (ii)	i) The minimum capacity for acceptance of part commissioning shall be 50 MW or 50% of the allocated Project Capacity, whichever is higher and ii) balance capacity thereafter in batches of capacity not less than 50 MW or in one go.	Presently average WTG size in India is ~2 MW. Setting the threshold for part commissioning/incremental part commissioning capacity at 50 MW may be relaxed. We request to reconsider the capacity and set it at 10 MW.		RfS conditions remain the same
41	RfS Clause 3.17	The Project shall be commissioned within 18 months from date of issuance of	Can you kindly inform if the wind season being taken into cognizance while setting the timelines for various events?		RfS conditions remain the same

42	(B)	Letter of Award	As such there is no incentive for early commissioning. Hence, we request to consider some incentive mechanism for early commission of wind projects.		RfS conditions remain the same
43	RfS Clause 3.17 (B)	The Project shall be commissioned within 18 months from date of issuance of Letter of Award	We request to consider some incentive mechanism for early commissioning of wind projects, once appropriately informed to the trader.		RfS conditions remain the same
44	RfS Clause 3.14.5	The trading company will execute a Power Sale Agreement (PSA) valid for 25 years with the Buying Entities for sale of wind power.	We request to disclose the names of utilities/bulk consumers with whom PSA are already signed and update the bidders with future development on this account. This will also be required to apply for and execute LTA with the CTU.		The corresponding ultimate consumer shall be notified at the earliest possible subsequent to signing of PSAs.
45			In application for LTA with CTU, knowing the ultimate consumer (or the region) is a mandatory submission		
46	RfS Clause 3.16	**3.16. Financial Closure or Project Financing Arrangements** The Project Developer shall report tie-up of Financing Arrangements for the Projects within 9 months from the date of issue of LoA, in the form of loan sanction letter for debt component and Board Resolution for equity contribution and availability of sufficient equity in the company as can be examined through their Balance Sheet or sufficient strength with their parent company (if any) so that they can infuse required amount of equity in the Developer Company (as and when required).	Will you encash the PBG if the PPA signing gets delayed beyoud 09 months and WPD cannot submit the financial closure details?? We request that the condition of achieving Financial closure be linking to signing of the PPA and not to acceptance of LOA.		RfS conditions remain the same
47	RfS Clause 3.5 A	Technical Eligibility Criteria	Please define the term 'location' used under clause 3.5 A.		The location refers to the details of the Project which is being used by the bidder to meet the required eligibility criteria. For avoidance of any doubt it is clarified that such project can be located anywhere in the world.
48	RfS Clause 3.5 A	Technical Eligibility Criteria	Please clarify whether a company can use credentials of its parent/affiliate/group company to meet the technical eligibility criteria.		Yes
49	RfS Clause 3.5 B	Financial Requirements for Selected Projects	Please clarify whether a company can use net-worth of its parent/affiliate/group company to meet the condition under clause 3.5 B for 'Net Worth'.		Yes

50	RfS Clause 3.5	Qualification Requirements	Kindly define the term 'project company' used in the RFS document. Also clarify if a bidding company (other than consortiums) needs to/can form project company after being declared as successful in the bid, associated timeline and any other requirement.		Project Company is the entity which shall sign the PPA with SECI and under whose scope is to obtain connectivity and LTOA for the project.
51	RfS Clause 3.11	In the Bid Information Sheet, the EMD to be provided @Rs. 10 Lakh/MW/Project	Please clarify the submission requirement of BG in case the SPV is already formed or to be formed post issuance of LOA. Please provide the option in case the projects can be undertaken by incorporating project LLPs.		EMD shall be submitted by the bidding company. An existing SPV can be used for setting up the project upon issuance of LOA. Such SPV shall be a wholly owned 100% subsidiary of the bidding company. LLPs are not allowed, both in case of the bidder, as well as in case of the SPVs
52	RfS Clause 3.11	Bidders selected by SECI based on this RFS shall submit Performance Guarantee for a value of @ Rs.20 Lakh/ MW/Project within 30 days of issuance of Letter of award and before signing of PPA	Please clarify the submission requirement for BG in case the SPV is to be formed post issuance of LOA.		The PBG shall be furnished in the name of the SPV, in case the bidder chooses to implement the project through an SPV.
53	RfS	Successful Bidders shall have to pay Rs.1.24 lakh/MW/project within 21 days of issuance of LoA.	Please clarify whether bidder can avail exemption from state discoms / CTU statutory charges if any after paying this success charges.		The success charges are not linked with any other necessary charges incidental to the execution of projects in respective states.
54	RfS Clause 3.20 (iii)	iii) After execution of PPA, the controlling shareholding (controlling shareholding shall mean more than 26% of the voting rights and paid-up share capital) in the Company/Consortium developing the project shall be maintained for a period of (1) one year after commencement of supply of power. Thereafter, any change can be undertaken under intimation to SECI. Transfer of controlling the shareholding with in the same group of Companies will however be allowed after CoD, with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.	Are there any restrictions on shareholding of a Company which comes in the Consortium with credential to satisfy Technical requirements (Technical Partner)? What can be a minimum stake in the shareholding for such a Company (Technology Partner) to qualify as a partner of the Consortium? Can such a Company (Technology Provider), being a part of Consortium and minority shareholder sale its stakes after signing of the PPA?		There are no restrictions on such arrangements
55	RfS Clause 3.22	Clause 3.22 mentions that new companies to provide the financial statements issued by CA	Please mention on the date on which such certified statements are to be provided. And which companies to be considered as new companies? Is it also applicable in case recourse is take to parent's financials?		Audited Accounts are to be used for the FY 2015-16 or 2016-17. Newly formed companies here means companies incorporated after 31.03.2016. in those cases, if their annual account for the FY 2016-17 are not created , then SECI may consider management certified annual account as on 31.03.2017 along with furnishing of necessary documents (as on 31.03.2017) as per clause 3.22 of RfS.

56	RfS Clause 3.17	Commissioning: At the time of commissioning, the Commissioning Committee shall verify compliance of technical parameter of the Project as per Annexure A of the RFS document.	Who will form the commissioning committee and who all will be part of commissioning committee? Who should be approached for commissioning certificate, SECI or SNA? There is no mentioning of within how many days third party should give commissioning certificate. Hence time line for third party issuance of commissioning certificate to be fixed.		Detailed gudelines for project commissioning shall be intimated in due course
57	₹fS Clause 3.17.B (b	In case of delays of project commissioning due to the reasons beyond the control of the WPD, SECI after having satisfied with documentary evidences produced by the WPD for the purpose, can extend the time for commissioning date by up to 3 months, without any financial implications to the WPD.	Delay in grant & operationalisation of LTA should be considered for extension of commissioning.		RfS conditions remain the same
58	RfS Clause 3.9B	Shortfall in minimum generation:	This should not be applicable for the contract year in which commissioning happnes. Since during this period, project may not experience the high wind season so declared annual PLF may not be achieved.		RfS conditions remain the same
59	RfS Clause 3.16 (ii)	"The details of all planned/proposed wind turbine generators (manufacturer, model number, datasheet, all technical certificates as mentioned at Annexure-A along with the link of the certifying authority) for the project at least 14 days prior to the scheduled financial closure date."	Are turbines which are in the RLMM list issued with the bid document only eligible to participate or GL certified turbines can be used subject to they achieving certification within 9 months of issue of LoA ?		Kindly refer to the RfS document
60	RfS Clause Section 6	Bidder shall have to provide Project Location in Covering Letter (Format 6.1)	Bidder has to declare project location in Covering Letter in Format 6.1, request to clarify whether bidder is allowed to change the location of project after signing of PPA, if yes, till what period bidder is allowed to change the location of project?		Refer to Sl.No.3 above
61	RfS Clause Section 2 (Definition)	“Commercial Operation Date (COD)” shall mean the date as defined in Clause 3.18;	The WPD may lose generation revenue for a certain period. We request the COD should be considered from full capacity commissioning. The generation exported to the grid from part commissioning before full commissioning to be paid as per the PPA.		RfS conditions remain the same

62	PPA Art.4.3.1	**4.3 Purchase and sale of Contracted Capacity** 4.3.1 Subject to the terms and conditions of this Agreement, the WPD undertakes to sell to Buyer and Buyer undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity, subject to Article 4.4.1 of this Agreement. 4.4.2 Notwithstanding Article 4.4.1, the WPD is free to sell such power to any third party prior to the Commercial Operation Date and any capacity which is in excess of the quantum of power agreed as per Article 4.4.1 of this Agreement from Commercial Operation Date. However Buyer has first right and may agree to buy any surplus power as a trader if they find it viable outside the PPA at its sole discretion.	As per the existing clauses of RfS and PPA, there is no commitment from SECI to offtake the contracted capacity. We suggest 100% off-take guarantee. Also we suggest deemed generation in case of grid unavailability beyond the delivery point.		PPA conditions remain unchanged
63	PPA Art.10.4.2	10.4.2 Not later than one (1) Month before the start of supply, Buyer through a scheduled bank at ……………. [Identified Place] open a Letter of Credit in favour of the WPD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months	For the amount of Letter of credit (1month of average billing is not adequate to secure the payment risks of the WPD. There is a possibility of delay in payments beyound 1 month).		PPA conditions remain unchanged
64	PPA	NotCurtailment Hours	Open access is the responsibility of the WPD; however there should be limited curtailment on the instructions of the off taker or the RLDC, the curtailment hours needs to be defined in the PPA. SECI in its earlier solar bids have limited the curtailment to 50 hours in a year on the receipt of non-availability of Power evacuation system beyond the delivery point or on the receipt of backing down instructions from Regional Load dispatch centre. Similar provision should be incorporated into the PPA as well.		PPA conditions remain unchanged
67	RfS, Clause no. 3.7.4	The WPD shall not be entitled to deemed generation in case of any delay in grant of connectivity or non-availability of LTA to the project.	The WPD should be liable to get the deemed generation as it has served the prime responsibility to commissioning of the project within the timelines. Further, the tariff of the deemed generation should be equivalent to the summation the all the liabilities including Loan repayment, Interest on Working Capital, O&M expenses, loss of profit, etc		RfS conditions remain the same
68	RfS, Clause no. 3.7.5	The WPD shall comply CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity.	Forecasting Scheduling and Deviation mechanism should be followed as per the norms of CERC and not the SERC (Moreover when feeding power through CTU/PGCIL, State Load Dispatch centre does do not have a role).		Appropriate regulations shall be followed by the WPDs based on the project location, State etc.

70	RfS Clause 3.9.B (and related amendment to force majeure under PPA)	Shortfall in minimum generation	This clause does not include breakdown of a turbine or damage to its components which may entail long term timeline (including potential risk of not getting a replacement of the defective / broken down component). Loss of generation due to the above can have a negative impact on the investments made, especially as SECI has built in negative clauses for shortfall in generation.		RfS conditions remain the same
71	RfS, Clause 3.9 (C)	The WPD would be free to install wind turbine generator of total rated capacity not more than 105% of project capacity allotted to them. The additional 5% will take care for auxiliary consumption and losses up to interconnection point. Further, the WPD will be allowed to repower the Project at a later stage, if required. However, in no case the WPD will be allowed to inject power more than capacity allotted. The WPD will not be allowed to sell excess energy beyond the upper limit as per Clause 3.9.A., to any entity other than SECI, unless refused by SECI. In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the WPD will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement.	In the event of the excess generation higher than the 120% of the declared CUF, the WPD should be allowed to sell it to short term market if the same cannot be accommodated by SECI.		The clause is self-explanatory
72	Rfs, Clause 3.12	Successful Bidders shall have to pay Rs.1.24 lakh/MW/project (@ 0.2% of normative capital cost of CERC i.e. Rs. 619.80 lakh per MW) + applicable service tax (presently 15%) / GST at applicable rate to SEC! towards administrative overheads, liaising with State Authorities, Discom/ STU/CTU, pre-commissioning and commissioning expense. The payment has to be made by the selected Bidder in the form of DD/Pay Order within 21 days of issuance of LOA. In case the Bidder fails to deposit the said amount to SECI as mentioned above within stipulated time, then the BG towards EMD shall be encashed by SECI and PPA shall only be signed after deposit of the Success Charges to SECI.	SECI shoud not levy success charges form the WPD as it is an internation competative bid. Further, SECI is already recovering its opetionnal charges from the tarading margin.		RfS conditions remain the same

73	Section 2 — Definitions	"Net-Worth" means the Net-Worth as defined section 2 of the company Act, 2013		Net Worth shall be calculated as clarified in the amendment issued for previous 1000 MW RfS document: Net Worth Paid up Equity share capital Add: : Free Reserves Subtract:: Revaluation Reserves Subtract:: Intangible Assets Subtract: Miscellaneous Expenditu res to the extent not written off and carry forward losses Paid-up Share Capital will include: Paid-up equity share capital, Fully, and mandatorily convertible Preference and Fully, compulsorily and mandatorily convertible Debentures. ** Share premium will form an integral Equity provided it is realized in cash equivalent. However, this condition in case of listed Companies.	RfS conditions remain the same
74	RFS Clause 3.4.3	Multiple bids from same company including its Parent/ Ultimate Parent [Affiliates/G roup Companies shall make all the bids submitted by the group invalid.		As per the RFS the minimum size for each project is 50 MW, hence if the bidder wants to bid at 200 MW, comprising of 100 MW in one location and 100 MW in another location then for both the locations the tariff will be different as it will dependent on location, wind power density, terrain etc. Bidders should be allowed to submit multiple bids if the project capacity bid is within the range of 50 MW and 250 MW. This is permitted in SECI solar power tenders and should similarly be allowed here. Further this will enable SECI to discover more competitive rates under this bidding.	RfS conditions remain the same
75	RfS Cl.3.5.4	For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.		Para to be added — "Reference of "Any other Bid" is meant for other bid in the current Bid process only and not for any future and present Bid Process by SECI or any other government organization" SECI should clarify how they are going to monitor this and give the timeline of a bid for consideration of networth.	The clause is being modified suitably

76	RfS Cl.3.5.10	A Bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful Bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.		In case successful bidder want to execute the project in the name of its existing 100% subsidiary company, SECI should allow the bidder to execute the project and consider its existing 100% subsidiary company as SPV of successful bidder.	The same is allowed as per the RfS
77	RFS Clause 3.9.A (Pg 20) 3.14.1	Criteria for generation The WPDs will declare the annual CUF of their Projects at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared annual CUF shall in no case be less than 20% yearly. WPD shall maintain generation so as to achieve annual CUF not less than 90% of the declared value and not more than 120% of the declared CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the WPD. For the first year of operation of the project, the annual CUF shall be calculated based on the first year after COD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.		SECI may kindly clarify that the WPD shall declare the CUF for each of the 25 years at one go within the first year of COD or shall they declare the CUF of each year in the immediately preceding year to factor in the change of wind pattern due to climate change.	The declared annual CUF value at the end of 1st year from COD shall be valid for the remaining 24 years of the PPA Term. The same cannot be changed subsequently. The Project shall be required to meet the declared CUF criteira within the deviations as allowed in the Clause.
78	RFS 3.17.A (Pg.25)	Part commissioning of the Project shall be carried out in two parts as mentioned below: i) The minimum capacity for acceptance of part commissioning shall be 50 MW or 50% of the allocated Project Capacity, whichever is higher and ii) balance capacity thereafter in batches of capacity not less than 50 MW or in one go. The PPA will remain in force for a period of 25 years from the date of acceptance of the first part commissioning of the project.		The min capacity for acceptance of part commissioning is on a higher side since if the WPD wins 200 MW project capacity then it needs to commission 100 MW in order to part commissioning. This is very difficult for a WPD. Hence the min capacity for part commissioning should be 50 MW only since the PPA tenure is starting from that date.	RfS conditions remain the same

79	RFS 3.17.B (Pg. 25)	The Project shall be commissioned within 18 months from date of issuance of Letter of Award (for e.g. if LOA issuance date is 07.07.2017, then scheduled Commissioning date shall be 07.01.2019).		The Commissioning Schedule of project should be mapped from the date of signing of PPA, as PPA is binding document on both the parties and holds sanctity in a court of law.	RfS conditions remain the same
81	PPA 4.3. I (pg• 17)	Purchase and sale of Contracted Capacity: Subject to the terms and conditions of this Agreement, the WPD undertakes to sell to Buyer and Buyer undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.		Clarification needed for the term "contracted capacity", If project is directly connected to CTU, will the buyer pay as per actual injection or generation schedule?	The Buyer shall pay as per the generation schedule
82	PPA 5.2.3	PPA shall be operationalised after successful commissioning of the Project as certified / accepted by SECI		Since PPA shall be operationalised from Effective Date we request SECI to clarify the applicability of this provision as this clause is categorised under Performance Bank Guarantee	The Clause is being removed vide amendment
83	PPA-8.2	Application of Insurance Proceeds - Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.		In order to get financial closure, it is customary condition under financing arrangement to assign insurance policies in favour of the lenders as a result of which the proceeds from insurance claim shall be used as per the stipulation of the lenders under financing documents. We therefore request SECI to amend the clause for utilisation of insurance claim proceeds as per the provisions of financing documents	The clause is being suitably modified
84	PPA 10.2.2 (Pg.26)	As per applicable regulation(s) of the Appropriate Commission(s), all charges pertaining to open access and scheduling for transmission of the power from the Delivery Points to the receiving substation(s) of the Discom if any, shall be reimbursed by Buyer on actuals on receipt of the same from the Discom. Invoicing for all transmission related charges shall be done through Supplementary Bills.		Application fee for connectivity or long term open access is for the purpose of open access and should be reimbursed. Furthermore, we request SECI to delete the below mentioned words - "shall be reimbursed by buyer on actuals on receipt of same from Buying entity".	PPA conditions remain unchanged

85	PPA 10.3.3 (Pg.27)	In the event of delay in payment of a Monthly Bill/Supplementary Bill by Buyer within thirty (30) days beyond its Due Date, a Late Payment Surcharge shall be payable to the WPD at the rate of 1.5% per month on the outstanding amount calculated on a day to day basis subject to such late payment is duly received by Buyer under the PSA. The Late Payment Surcharge shall be claimed by the WPD through the Supplementary Bill.		The Late Payment Surcharge shall be calculated from the due-date and not from 30 days beyond the date. The Late Payment Surcharge should be provided to the WPD by the Buyer irrespective of the latter receiving the same from the Discom under the PSA. This exclusion would result in loss to the WPD as there shall be no incentive to SEC! to use its good offices for prompt payment of principal amount.	PPA conditions remain unchanged
86	RfS Section 2 Definitions	**"Net-Worth"** means the Net-Worth as defined in Section 2 of the Company Act 2013.	"Net-Worth" includes (i) paid-up equity share capital, (ii) reserves created out of profits and securities premium account, (iii) fully, compulsorily, and mandatorily convertible securities and interest free advances by any shareholder of the Company for meeting such equity component	"Net Worth" in the case of Model Bid Documents for Thermal Power Stations set up on Design, Build, Finance, Own and Operate (DBFOO) and solar bids under National Solar Mission (NSM), include the fully, compulsorily, and mandatorily convertible securities and interest free advances by any shareholder of the Company. Also, as per "Consolidated FDI Policy" effective from 7th June 2016, Investments can be made by non-residents in equity shares/fully, compulsorily, and mandatorily convertible preference shares of an Indian Company, through Automatic Route or the Government Route.	RfS conditions remain the same
87	RfS 3.7.2	The responsibility of getting the ISTS connectivity and Long Term Access (LTA) shall entirely be the WPD.	The responsibility of getting the ISTS connectivity and Long Term Access (LTA) shall entirely be the ~~**WPD**~~ **Buyer**.	WPD who have been granted LTA based on target region must surrender the LTA in case SECI identifies a different buyer other than the regions for which WPD has the Access.	RfS conditions remain the same
88	RfS 3.16	The Project Developer shall report tie-up of Financing Arrangements for the Projects within 9 months from the date of issue of LoA,,....	The Project Developer shall report tie-up of Financing Arrangements for the projects within 9 months from the date of ~~**issue of LoA**~~ **signing of PPA**,....	the financing agreements for the project can be pursued only after signing of PPA.	RfS conditions remain the same

89	RfS 3.17 B	**B. Commissioning Schedule and Liquidated Damages not amounting to Penalty for delay in Commissioning** **The Project shall be fully commissioned within 18 months from date of issuance of Letter of Award**	**B. Commissioning Schedule and Liquidated Damages not amounting to Penalty for delay in Commissioning** **The Project shall be fully commissioned within 18 months from date of issuance of Letter of Award Signing of PPA, or the date from which CTU operationalizes the LTA, whichever is later**	We would like to bring to your attention that as per CERC Regulation for detailed procedure as noted "Detailed Procedure on grant of Connectivity, Long-term Access & Medium-term Open Access" as reproduced below: "Note: LTA applicant shall keep in view that it takes about 9 months for pre-investment activities and in addition construction time for the transmission project as given in the CERC (Terms and Conditions of Tariff) Regulations, 2009. Therefore, Applicant should expedite the finalization the beneficiaries and intimate to CTU. The date of commencement of LTA shall be applicable from atleast 3 years and 9 months (9 months time required for project preparation and investment approval) from firming up beneficiaries and signing of BPTA with them." As can be seen from above Clause that CTU will take 3 Years and 9 Months for operationalizing the LTA. Hence accordingly the scheduled commissioning date shall be extended beyond 18 Months till CTU operationalize the LTA.	RfS conditions remain the same
90	RfS 3.20 (iii)	…. Transfer of controlling the shareholding with in the same group of Companies will however be allowed after CoD, with the permission of SECI, subject to the condition that, the management control remains within the same group of companies	…. Transfer of controlling ~~the~~ shareholding with in the same group of Companies will however be allowed after ~~**CoD**~~ **PPA Signing**, with the permission of SECI, subject to the condition that, the management control remains within the same group of companies	The transfer of controlling shareholding within group company can be allowed soon after the signing of PPA	RfS conditions remain the same
91	RfS 3.25 B 2 "Financial Bid (Second Envelope)"	Only single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the TCIL portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.	~~Only single~~ tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the TCIL portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.	Since a Company is allowed to bid for more than one project, Company may be allowed to bid for different tariff for different projects. In case of multiple projects, it will certainly necessitate different tariffs which is linked to CUF of that specific project and local infrastructure	RfS conditions remain the same
92	RfS 4.3.3	…. Total eligible Bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n.		Since "Reverse Auction" is conducted to discover the competitive tariff, we suggest all technically qualified bidders may participate in the Auction.	RfS conditions remain the same
93	RfS Format 6.11Note 2	There can be only one tariff. If the bidder quotes two tariffs, then the bid shall be considered as non-responsive		Since a Company is allowed to bid for more than one project, Company may be allowed to bid for different tariff for different projects. In case of multiple projects, it will certainly necessitate different tariffs which is linked to CUF of that specific project and local infrastructure	RfS conditions remain the same

96	PPA 10.3.4	Rebate: a) A Rebate of 2% shall be payable to the Buyer for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.	a) A Rebate of 2% 1.5% shall be payable to the Buyer for the payments made within a period of 10 (ten) 2 (Two) days of the presentation of hard copy of Bill.	Rebate may be similar to Late Payment Surcharge @ 1.5%	PPA conditions remain unchanged
97	PPA 10.4.3	Provided that the WPD shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.	Provided that the WPD shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and ~~**shall not**~~ **can** make more than one drawal in a Month..	WPD may be allowed to take more than one drawal in a month in case of presentation of monthly bill and supplementary bill in different due date, which can lead to drawl of LC more than once.	PPA conditions remain unchanged
99	PPA 12.1.1	…. but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the WPD, ….	…. but shall not include (i) any change in any **income tax,** withholding tax on income or dividends distributed to the shareholders of the WPD, ….	It is as per the standard definition under other model bid documents.	PPA conditions remain unchanged
100	PPA 12.1.1	…. or (ii) any change on account of regulatory measures by the Appropriate Commission.	~~…. or (ii) any change on account of regulatory measures by the Appropriate Commission.~~	This clause should be deleted as Appropriate Commission has no jurisdiction in the PPA.	PPA conditions remain unchanged
101	PPA 12.2.1	The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law..	The aggrieved Party shall be required to approach the ~~**Appropriate**~~ **Central** Commission for seeking approval of Change in Law.	It is suggested that it should be Central Commission as the WPD may have PPA with multiple states from same project.	
102	PPA 13.2	……	In case Event of Default from both parties there shall be appropriate compensation and the matter to be adjudicated by Central Commission	In case of EOD there has to be suitable compensation clause which will be commercially bidding. This is as per standard bidding document for thermal and Solar as well.	PPA conditions remain unchanged
103	PPA 15.1	This Agreement shall not be assigned by any Party, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing.	This Agreement shall not be assigned by any Party, except to the Project Lenders or Lender's Representative **or Security Trustee** as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing.	Request to make Assignment to security trustee should be through automatic route.	PPA conditions remain unchanged
104	PPA 16.3.1	Dispute Resolution by the Appropriate Commission	Dispute Resolution by the ~~Appropriate~~ **Central** Commission		PPA conditions remain unchanged
105	RfS Clause 3.5.10	A Bidder which has been selected as successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful Bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.	Is the SPV required to be incorporated after the bid or can the bidder use a SPV which was existing/incorporated before the bid?		An existing SPV (direct 100% subsidiary of the bidder) can be used
106	RfS Clause 3.7.6	ISTS Charges and Losses: The Buying Entity will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the Drawl Point.	We request you to clarify whether injection POC charges are included in charges beyond Delivery Point or before it.		The charges and losses etc. shall be dealt as per Applicable Regulations

107	RfS Clause 3.22.10.(v)	Attachments: Certified copies of annual audited accounts for the last financial year, i.e. FY 2015-16 or FY 2016-17 as applicable, shall be required to be submitted	Certified copies of annual audited accounts for the last financial year 2016-17 would be difficult to provide by July 2017. We request SECI to consider annual audited accounts for FY 2015-16 at this stage. However, annual audited accounts for FY 2016-17 can be provided at the time of FC.		Yes. The same is acceptable
108	RfS Format 6.9 (2)	FORMAT-6.9: Format of Commitment to Financial Closure- Evidence of Connectivity with ISTS through Transmission Service Agreement.	As per clause financial closure shall be required to submit the transmission connectivity agreement with the ISTS and also with lnSTS, if applicable. However, as per format 6.9 clause no. 2, Transmission Service Agreement is required to be produced at the time of FC. We request you to make necessary connection in the format, to be in line with clause number 16		The clause is being suitably amended
109	PPA Art. 4.3.1	Subject to the terms and conditions of this Agreement, the WPD undertakes to sell to Buyer and Buyer underta kes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity, subject to Article 4.4.1 of this Agreement.	As per CERC F&S guidelines, Discom pays for scheduled power while rest of the amount/penalty comes from/ goes to DSM pool. Will Min/Max PLF and penalties thereof, be measured with respect to generation or schedule?		They will be measured with respect to the schedue
110	PPA Art.10.2.2	As per applicable regulation(s) of the Appropriate Commission(s), all charges pertaining to open access and scheduling for transmission of the power from the Delivery Points to the receiving substation(s) of the Buying Entity(ies) if any, shall be reimbursed by Buyer on actuals on receipt of the same from the Buying Entity	We would like to know whether it wili include Opearting Charges (including SOC, MOC etc..) payable to RLDC and ISTC charges (including POC Injection charges) payable to CTU, if any.		Kindly refer to the Applicable Regulations in this regard
111	PPA Art.10.3.3	In the event of delay in payment of a Monthly Bill/Supplementary Bill by Buyer within thirty (30) days beyond its Due Date, a Late Payment Surcharge shall be payable to the WPD at the rate of 1. 5% per month on the outstanding amount calculated on a day to day basis subject to such late payment is duly received by Buyer under the PSA.	We request SECt to amend this clause and proposed clause is as below- "In the event of delay in payment of a Monthly Bill/ Supplementary Bill by Buyer beyond its Due Date, a Late Payment Surcharge shall be payable to the WPD at the rate of 1.5% per month on the outstanding amount calculated on a day to day."		PPA conditions remain unchanged
112	RfS definition of Pooling Sub-station		Kindly clarify whether the transmission line connecting to pooling substation would be common transmission system or dedicated transmission system	Conflicting system given in definition of Pooling Sub-station and clause 3.7.3	The 'dedicated' transmission line as indicated in Clause 3.7.3 shall be the common transmission line in case of pooling substation.
113	RfS Cl. 3.5.10		Can an associate/affiliate of the Bidder execute the Project?		No.

114	RfS, Clause 1.4.2	Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will also be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.	1. Would the plants be qualified if the plants have exited from some private PPAs and are willing to provide power under this provision 2. What would be the duration of PPA for projects selling power on short term or merchant plant basis?		1.Yes 2. As defined by CERC
115	RfS Instructions to Bidders, Clause 3.4, Maximum Eligibility for Project capacity allocation for a Bidder	In case the bidder wishes to set up more than one project, then the Projects would need to be physically identifiable with separate injection points, control systems and metering arrangement.	Can a Company/Group Company bid for multiple projects sizing the capacity between 50MW to 250 MW for single location or multiple locations? Please confirm.		Both options are available to the bidders
116	RfS Clause 3.5B, Qualification Requirement	The Net Worth of the bidder should be equal to or greater than the value calculated at the rate of Rs. 1.5 Crore per MW of the quoted capacity.	We request you to consider amendment to this clause wherein the NetWorth requirement is 1 cr per MW of the quoted capacity.		RfS conditions remain the same
117	RfS, Format 6.3 A	Bank Guarantee towards EMD	Please clarify if Bank Guarantee towards EMD has to be submitted separately for each Project. Please allow bidder to submit one Bank Guarantee towards EMD for cumulative capacity.		Submission of a single EMD for cumulative project capacity is also allowed
118	Definition of “Contract Year”	Shall mean the period beginning from the <u>**Effective**</u> **Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1and ending on March 31**	Whether the date referred to as Effective date is the date of signing of the PPA? This should be Commercial Operation Date. Please confirm.		Effective Date is defined in Article 2.1.1 of the PPA.
119	Rfs. Clause 3.17	Delay up to Six month -- the total PBG on per day basis and proportionate to the balance Capacity not commissioned. Delay of more than six months — tn case the commissioning of the project is delayed over Six (6) months, the tariff discovered for the Project after eReverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned	The conditions described on the account of delays in the commissioning schedule are very stringent and should be brought down to half of the total PBG on per day basis and balance to the capacity not commissioned within six months of delay and the remaining PBG if delayed by more than six months. There shouid not be any reduction in the tariff as bidding tariff would be very competitive and may not be able to build in long term loss due to reduction in tariff		RfS conditions remain the same

120	Rfs. Clause 3.18	The Commercial Operation Date (COD) shall be considered as the actuäl date of commissioning of the project as declared by the SNA/Commissioning Committee COD will be declared only when the the project developer has commissioned at least 50 MW capacity or 50% of the allotted project capacity whichever is higher.	There are multiple project uncertainties which may delay commissioning of one or two-points which will result in the entire by the SNA/Commissioning Committee. 50MWs being held ransom and delayed. In order to prevent delays to the project under utilisation of erected and ready resources. Commissioning of turbines in slabs in 20 MW each should be permitted.		RfS conditions remain the same
121	RfS. Clause 3.20 iv	In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee .(non-refundable) shall be deposited by the developer tu SECI. This amount will go into a separate fund and will be used for development of 'Wind energy sector as per guidelines formulated by MNRE for the purpose.	There shouidnot be any charges if there is a transfer of shareholding after fuifilling all the terms and conditions of the PRA and RfS. As per the present provisions, Rs. 10 lacs is being charged by SECI.		RfS conditions remain the same
122	RfS	NA	General Query	If a consortium wins the bid, as per guidelines they have to incorporate a project company. Till such time a project company is incorporated one cannot apply for CTU connectivity in favour of the project company. We understand CTU connectivity is a non-transferable approval. Will CTU approval of lead member or parent deemed transferred to project company?	No. The CTU connectivity and LTA shall be mandatorily required to be in the name of the Project Company incorporated by the Consortium
123	RfS Clause 1.1 (Page No. 5,6)	“Commercial Operation Date”: shall mean the actual date of commercial operation/ commissioning of the project as declared by the State Nodal Agency (SNA)/ Committee/individual/any other entity authorized by SECI. COD will be declared only when the project developer has commissioned at least 50 MW capacity or 50% of the allotted project capacity whichever is higher. PPA tenure will be counted from the COD irrespective of the date of commissioning of the balance capacity;	“Commercial Operation Date”: shall mean the actual date of commercial operation/ commissioning of the project as declared by the State Nodal Agency (SNA)/ Committee/individual/any other entity authorized by SECI. COD will be declared only when the project developer has commissioned at least 50 MW capacity or 50% of the allotted project capacity whichever is higher. PPA tenure will be counted from the COD irrespective of the date of commissioning of the balance capacity;	Putting a cap of 50 MW as minimum capacity for commissioning would restrict smaller projects, eg. for a 50 MW projects COD will only be applicable post commissioning of total capacity. This is against the spirit of the tender which by providing partial commissioning benefit for early commissioning of project to the developer	RfS conditions remain the same

124	RfS Clause 3.2 (Page No. 15)	In case of a failure to submit the documents as above, SECI shall encash the Performance Bank Guarantee submitted by the SPD, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the WPD in writing of at least seven (7) days. The termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice. An extension without any impact on the Schedule Commissioning Date, can however be considered, on the sole request of WPD on payment of Rs. 10,000/- per day per MW to SECI.	In case of a failure to submit the documents as above, SECI shall encash the Performance Bank Guarantee submitted by the SPD, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the WPD in writing of at least seven (7) *working days.* The termination of the Agreement shall take effect upon the expiry of the 7th working day of the above notice. An extension without any impact on the Schedule Commissioning Date, can however be considered, on the sole request of WPD on payment of Rs. 10,000/- per day per MW to SECI.	Notice period of 7 days would include non-working days as well, which limits the WPDs time to respond to the termination notice. WPDs should be given a notice of at least 7 working days (excluding nonworking days)	RfS conditions remain the same
125	PPA Art. 7.2 .1 (Page No. 23)	The grid connected Wind power plants 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 plant.		Please provide the specification of monitoring equipment acceptable to SECI. This would help in maintaining uniformity and increase accuracy and reliability of the data gathered. This would also help in assessing equipment cost at the time of bidding to bidders.	The same shall be the prerogative of the WPDs
125	PPA Art. 9.1 (Page No. 25)	The WPD shall be entitled to receive the Tariff of Rs. / kWh [Insert the Tariff discovered through the bidding process conducted by SECI] for the power sold by the Buyer to the Discom for the scheduled energy as reflected in the REA with effect from the COD subject to the Article 4.6.3 of this Agreement.	"The WPD shall be entitled to receive the Tariff of Rs. / kWh [Insert the Tariff discovered through the bidding process conducted by SECI] for the power sold by the Buyer to the Discom for the scheduled energy *injected at the delivery point* and as reflected in the REA with effect from the COD subject to the Article 4.6.3 of this Agreement."	WPD has no control over scheduling and despatching of power to the ultimate buyer and should be only liable to deliver power to the interconnection point as per this agreement. After the delivery point it is responsibility of the buyer to further deliver the electricity to ultimate buyer. The tariff should be paid based upon the quantum of electricity injected by WPD at delivery point and the said clause to be amended as provided.	Payment shall be made as per the generation schedule

126	PPA Art. 10.2.2 (Page No. 26)	As per applicable regulation(s) of the Appropriate Commission(s), all charges pertaining to open access and scheduling for transmission of the power from the Delivery Points to the receiving substation(s) of the Buying Entity(ies) if any, shall be reimbursed by Buyer on actuals on receipt of the same from the Buying Entity. Invoicing for all transmission related charges shall be done through Supplementary Bills.	As per applicable regulation(s) of the Appropriate Commission(s), all charges pertaining to open access and scheduling for transmission of the power from the Delivery Points to the receiving substation(s) of the Buying Entity(ies) if any, shall be reimbursed by Buyer *on actuals Within the due date.* Invoicing for all transmission related charges shall be done through Supplementary Bills.	Buyer shall be made responsible for making all the payment related to bills and supplementary bills within due date i.e 45 days from date of acknowledgement of bills/supplementary bills raised. Linking the payments of supplementary bills related to reimbursement of transmission charges with receipt of payment from the buying entity will unnecessary expose the WPD to the financial risk for which there is no provision of Late payment surcharge. Also in absence of any fixed time line for payment of such bills factoring same in the tariff will be very difficult.	PPA conditions remain unchanged
127	PPA Art. 10.3.3 (Page No. 27)	In the event of delay in payment of a Monthly Bill/Supplementary Bill by Buyer within thirty (30) days beyond its Due Date, a Late Payment Surcharge shall be payable to the WPD at the rate of 1. 5% per month on the outstanding amount calculated on a day to day basis subject to such late payment is duly received by Buyer under the PSA. The Late Payment Surcharge shall be claimed by the WPD through the Supplementary Bill.	"In the event of delay in payment of a Monthly Bill/Supplementary Bill by Buyer within thirty (30) days beyond its Due Date, a Late Payment Surcharge shall be payable to the WPD at the rate of 1. 5% per month on the outstanding amount calculated on a day to day basis ~~subject to such late payment is duly received by Buyer under the PSA~~. The Late Payment Surcharge shall be claimed by the WPD through the Supplementary Bill."	Buyer shall be made responsible for making all the payment related to bills and supplementary bills within due date i.e 45 days from date of acknowledgement of bills/ supplementary bills raised. Linking the payments of supplementary bills related to reimbursement of transmission charges with receipt of payment from the buying entity will unnecessary expose the WPD to the financial risk for which there is no provision of Late payment surcharge. Also in absence of any fixed time line for payment of such bills factoring same in the tariff will be very difficult.	PPA conditions remain unchanged
128		Definition "**Project**" on Page 14 of RfS	"**Project**" is defined by separate points of injection into the grid at interconnection/ metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. **Each project must also have a separate boundary, control systems and metering**	Request SECI to remove the requirement of having separate boundary for each project as the same is not possible in case of Wind Power Projects unlike Solar Projects	Accepted. The clause shall be modified suitably
129	RfS	Clause 3.5.8 (ii) on Page 19	All the partners of the Consortium shall collectively meet 100% of technical eligibility criteria as per clause 3.5.3 A.	In case a bid is submitted under Consortium where the Lead Member is not meeting technical qualification but one of the member with minority stake is meeting the Technical Qaulification Criteria. We request SECI to clarify the validity of such Bids	The clause is self-explanatory
136		Clause 3.9 (C) on Page 21 of the RfS ***Excess Generation***	RfS does not provide clarity on whether the Trader will purchase power which is in excess of the declared CUF	We seek confirmation from SECI that in case the actual CUF is more than the declared CUF in the PPA / Bid, then the SECI is obliged to purchase such additional power without any cap, at the PPA tariff rate	As per the RfS, the first right of refusal of such excess generation shall be with SECI. In the event of such excess power being refused by SECI, the same may be sold by the WPD to other interested Buyers

137	RfS	Instructions to Bidders, 3.7. Connectivity with the Grid	3.7.1 The project should be designed for interconnection with the ISTS in accordance with prevailing CERC regulations in this regard. 3.7.2 The responsibility of getting the ISTS connectivity and Long Term Access (LTA) shall entirely be the WPD. Such availability of transmission system being dynamic in nature, the bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation.	The CERC Connectivity, LTA/LTOA regulatory framework allows Solar Park Developer to take connectivity approval from CTU on behalf of IPPs. This helps the IPP to overcome this major risk. The same regulations explicitly disallow wind park developers to take connectivity, LTA/LTOA on behalf of IPPs. As the CTU connectivity is available at limited transmission substations, multiple applicants have already lined up for the same. The connectivity is granted by PGCIL on first-comefirst serve basis. This may delay the project commissioning beyond stipulated timelines. It is necessary to provide comfort to the IPPs that after signing of LoA, SECI/CTU will ensure timely connectivity for the selected IPPs. Request to take up this issue with Appropriate Authorities. MNRE may please be requested to issue directions to CTU to provide preference to selected bidders for GC/LTA till regulatory amendments are issued.	The CTU has filed petitions with CERC regarding the issues of grant of connectivity and LTA.
	Note: All the queries received from various prospective bidders have been scrutinized and have been tried to be answered comprehensively. In case of any queries not published here, it shall be construed that in such cases, bid conditions shall prevail.				