

12. INDICATIVE TIME TABLE FOR BID PROCESS

12.1. In the bidding process, a tentative period of 30 (thirty) days may be allowed between the issuance of RfS documents and the last date of bid submission. The indicative timetable for the bidding process is as below.

Tentative Time Table for Bid Process

Event	Time from Zero date
Date of issue of RfS and draft PPA and PSA (if applicable)	Zero date
Bid clarification, conferences, revision of RfS, etc.	**
RfS bid submission	30 - 45 days
Evaluation of bids and issue of Letter of Award	75 days
Signing of PPA	165 days

** In case of any change in RfS document, the Intermediary Procurer shall provide Bidders additional time in accordance with clause 9.5 and clause 9.6 of these Guidelines.

Note: It is clarified that if the Intermediary Procurer gives extended time for any of the events in the bidding process, on account of delay in achieving the activities required to be completed before the event, such extension of time shall not in any way be deviation from these Guidelines.

13. CONTRACT AWARD AND CONCLUSION

13.1. The PPA shall be signed with the successful Bidder(s) / Project Company(ies) or SPV(s) formed by successful Bidder(s) or Parent Company of the successful Bidder(s).

13.2. For the purpose of transparency, the Procurer shall, publicly disclose the name(s) of the successful Bidder(s) and the tariff quoted by them together with breakup into components, if any. The public disclosure shall be made by posting the requisite details on the SECI's website for at least 30 (thirty) days.

13.3. Subject to provisions of the Electricity Act, 2003, SECI shall approach the Appropriate Commission for adoption of tariffs in terms of Section 63 of the Act, within one month of signing of PPA.

14. BANK GUARANTEES

The Generator shall provide the following bank guarantees to the Procurer in terms of the RfS and the PPA:

14.1. **Earnest Money Deposit (EMD)** to be fixed by the Procurer [but not to be more than 1% (one *per cent*) of the Estimated Capital Cost for Blended Wind Power Project for year 2020-21], to be submitted in the form of a bank guarantee along with response to RfS.

14.2. **Performance Bank Guarantee (PBG)** to be fixed by the Procurer [but not to be more than 2% (two *per cent*) of the Estimated Capital Cost for project for the year 2020-21] to be submitted at the time of signing of the PPA. In addition to the other remedies, this PBG can be encashed to recover any damages/dues of the Generator in terms of the PPA. It is hereby clarified that the damages/dues recovered by the SECI by encashing the PBG, upon the default of the Generator under the PPA, shall be credited to the Payment Security Fund to be maintained by the SECI under Clause 8.4 of these guidelines.

As an alternative mechanism, the Generator may submit Letter(s) of Undertaking to pay in case situation of default of Generator in terms of PPA arises, from Indian Renewable Energy

Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) in place of PBG, in terms of relevant orders issued by MNRE.

15. FINANCIAL CLOSURE

15.1. Generator shall attain the financial closure in terms of the PPA, within 12 (twelve) months from the date of execution of the Power Purchase Agreement.

15.2. Failing financial closure as per abovementioned timelines, the Procurer shall encash the PBG unless the delay is on account of *force majeure*. An extension for the attainment of the financial closure can however be considered by the Intermediary Procurer, on the sole request of the Generator, on payment of a penalty as specified in the PPA. This extension will not have any impact on the SCD. Any extension charges paid, shall be returned to the Generator without any interest on achievement of successful commissioning within the SCD. In other cases, such extension charges shall be credited to the Payment Security Fund maintained by SECI.

16. MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY THE PROMOTER

16.1. The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% at any time prior to one year from the COD (as defined in Clause 18). In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to one year from the COD. However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control till one year from the COD. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer.

Transfer of controlling the shareholding with in the same group of Companies will however be allowed at any time, with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.

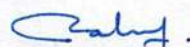
'Control' shall mean the ownership, directly or indirectly, of more than 50 per cent of the voting shares of such Company, or right to appoint majority Directors to the Board of Directors.

16.2. Any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken under intimation to SECI.

16.3. If the Generator is in default to the lender(s) regarding the project debt, lenders shall be entitled to undertake 'Substitution of Promoter' in concurrence with the Procurers.

17. COMMISSIONING

17.1. **Part Commissioning:** Part commissioning of the Project shall be accepted by Procurer subject to the condition that the minimum capacity for acceptance of first part commissioning shall be at least 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. The projects can further be commissioned in parts of at least 25 MW batch size; with last part could be the balance capacity. However, the SCD will not get altered due to part-commissioning. In case of part-commissioning of the Project, possession of land in accordance with clause 6.2 of these Guidelines, corresponding to the part capacity being commissioned, shall be required to be demonstrated by the Generator prior to declaration of commissioning of the said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCD or from



the date of full commissioning of the projects, whichever is earlier. Part commissioning cannot be construed by just installing solar power capacity, the Generator shall be allowed to install solar capacity in proposed ratio of installed wind power capacity on pro-rata basis. However, the generator shall be allowed to install wind power capacities individually without installing solar capacity.

17.2. Early Commissioning: The Generator shall be permitted for full commissioning as well as part commissioning (as per 17.1) of the Project even prior to the SCD subject to availability of transmission connectivity and Long-Term Access (LTA). In cases of early part commissioning, the Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). The procurer(s) shall provide refusal within 30 (thirty) days from the receipt of the request, beyond which it would be considered as deemed refusal. Procurement of such early commissioned power, if accepted by the Procurer/Intermediary Procurer, shall be done at the PPA tariff.

17.3. Commissioning Schedule: The Projects shall be commissioned by the Scheduled Commissioning Date (SCD), which will be the date as on 24 (Twenty Four) months from the date of execution of the PPA or PSA, whichever is later. Delay in commissioning, beyond the SCD shall involve penalties on the Generator, as detailed in PPA.

It may be noted that commissioning/ part commissioning of the Project will not be declared until the Generator demonstrates possession of land in line with Clause 6.2.(a) above, in addition to the other conditions as established by the Procurer/Intermediary Procurer. For part commissioning portion of land on which the part of the project is commissioned should be with Generator in accordance with clause 6.2(a).

17.4. Delay in Commissioning on account of delay in LTA Operationalization: Long Term Access (LTA) shall be required to be submitted by the Generator prior to commissioning of the Project. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of LTA by the CTU and/or there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, and it is established that:

- (i) The Generator has complied with the complete application formalities as per the Connectivity Procedure.
- (ii) The Generator has adhered to the applicable Procedure in this regard as notified by the CERC/CTU, and
- (iii) The delay in grant of connectivity/LTA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/ transmission licensee and is beyond the control of the Generator;

The above shall be treated as delays beyond the control of the Generator and SCD for such Projects shall be revised as the date as on 60 days subsequent to readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of LTA. Decision on requisite extension on account of the above factor shall be taken by SECI.

18. COMMERCIAL OPERATION DATE (COD):

The Commercial Operation Date (COD) shall be considered as the actual date of commissioning of the project as declared by the Commissioning Committee constituted by



SECI. In case of part commissioning, COD will be declared only for that part of project capacity.

19. TRANSMISSION CONNECTIVITY

19.1. The project shall be designed for inter-connection with CTU substation either directly or from pooling station where other projects also connected, through a transmission network as per applicable Regulations at the appropriate voltage level, as specified by SECI.

19.2. Responsibility of getting Transmission Connectivity and LTA to the transmission system owned by the CTU will lie entirely with the Generator and shall be at the cost of Generator.

19.3. The Inter-connection/ Metering Point, is the point at which energy supplied to the Procurer shall be measured, shall be the bus bar of the CTU substation/ Pooling station at which power is injected in the transmission system of CTU. For interconnection with grid and metering, the Generators shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other applicable Regulations (as amended from time to time) issued by Appropriate Commission and CEA. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the Generator and is to be done at his own cost. All expenses including transmission charges (if any) and losses in relation to the transmission beyond the Metering Point shall be borne by the Procurer(s) except as provided under clause 8.6.

19.4. Generator shall comply CERC/SERC Regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity. The Generator and the Procurer shall follow the forecasting and scheduling process as per the Regulations in this regard by the Appropriate Commission.

19.5. The transmission connectivity to the Generator may be provided by the CTU, as the case may be, prior to commissioning of the project on the request of the project developer, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of Power.

19.6. Government of India orders regarding waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind and solar power will be applicable. However, in case the commissioning of the project gets delayed beyond the applicable date of ISTS waiver due to reasons attributable to the Generator, the liability of transmission charges and losses would be of Generator.

20. TECHNICAL SPECIFICATIONS

20.1. SECI shall promote commercially established and operational technologies to minimize the technology risk and to achieve the timely commissioning of the Projects.

20.2. In order to ensure quality of wind turbines installed, only type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) brought out by MNRE from time to time and updated as on the date of commissioning of the Project, will be allowed for deployment in the country. The wind power projects will be developed as per Guidelines issued by MNRE on Development of Onshore Wind Power Projects.

20.3. For solar modules and balance of systems, the technical guidelines issued by the Ministry from time to time for grid connected solar PV systems will be followed. Further, the orders of

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the Ministry regarding 'Approved List of Models and Manufacturers (ALMM)' will be followed.

21. ROLE OF STATE NODAL AGENCIES

The State Nodal Agencies appointed by respective State Governments will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the projects within the scheduled timeline. This may include facilitation in the following areas:

- Coordination among various State and Central agencies for speedy implementation of projects.
- Support during commissioning of projects.

22. PERFORMANCE MONITORING

All blended wind power projects shall install necessary equipment to continuously measure wind and solar resource data and other weather parameters and electrical parameters. They are required to submit this data through online portal to SECI, National Institute of Wind Energy (NIWE) and/ or other designated agency for monitoring the performance for the entire life of the project.

In addition to the above, the Successful Bidder shall also submit information, as required by SECI, for regular monitoring of status of the project. SECI may develop a standard monitoring template/ parameters for capturing regular progress of the project.

23. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

In case there is any deviation from these Guidelines, the same shall be subject to approval by the Appropriate Commission. The Appropriate Commission shall approve or require modification to the bid documents within a reasonable time not exceeding 60 (sixty) days.

24. DISPUTE RESOLUTION

In the event any dispute arises regarding claiming any change in conditions or regarding determination of the tariff or any tariff related matters, or which partly or wholly can result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.

All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

25. CLARIFICATION AND MODIFICATION TO GUIDELINES

If any difficulty arises in giving effect to any provision of these Guidelines or interpretation of the Guidelines or modification to the Guidelines, Ministry of New & Renewable Energy after approval of Minister In-Charge will issue the same. The decision in this regard shall be binding on all the parties concerned.

