

### **13. CONTRACT AWARD AND CONCLUSION**

**13.1.** The PPA shall be signed with the successful Bidder/ Project Company or an SPV formed by the successful Bidder

**13.2.** After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of RfS bids shall critically evaluate the bids and certify as appropriate that the bidding process and the evaluation has been conducted in conformity to the provisions of the RfS.

**13.3.** For the purpose of transparency, SECI shall, after the execution of the PPA, 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 SECI's website for at least 30 (thirty) days.

### **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 2% (*two per cent*) of the Estimated Capital Cost for Hybrid Power Project], to be submitted in the form of a bank guarantee or Letter of Undertaking (as given in para 14.3) along with response to RfS.

**14.2. Performance Bank Guarantee (PBG)** to be fixed by the Procurer [but not to be more than 5% (*five per cent*) of the Estimated Capital Cost for Hybrid Power Project] 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 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 SECI under Clause 8.4 of these guidelines.

**14.3.** As an alternative mechanism, the Generator may submit Letter(s) of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) in place of EMD and / or PBG, to pay in case situation of default by Generator in terms of PPA arises, in terms of relevant orders issued by MNRE.

### **15. FINANCIAL CLOSURE**

**15.1.** Hybrid Power 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. However, if for any reason, the time period for attaining the financial closure needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same.

**15.2.** Failing the aforesaid, the Procurer shall encash the PBG / LoU unless the delay is on account of delay in allotment of land by the Government not owing to any action or inaction on the part of the Generator or caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by the Intermediary Procurer, on the 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 penalty paid so, shall be returned to the Generator without any interest on achievement of successful commissioning within the SCD. In other cases, the extension charges /



penalty as collected under this clause, will be credited to the Payment Security Fund to be maintained by SECI.

**15.3.** It is presumed that in terms of Clause 13.4 of these Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in these Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure.

## **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 1 (one) year from the COD (as defined in Clause 18), except with the prior approval of the Procurer. 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 1 (one) year from the COD, except with the prior approval of the Procurer. However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control till 1 (one) years from the COD, except with the prior approval of the Procurer. 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.

***'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 Procurer.

**16.3.** In the event the Generator is in default to the lender(s), 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 atleast 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(a) 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. Part commissioning cannot be construed by just installing one source of generation, the Generator shall install both solar and wind capacities in proposed ratio on pro-rata basis.

**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 Procure / Intermediary Procurer, shall be done at the PPA tariff.

### **17.3. Commissioning Schedule:**

(i) The projects shall be commissioned, within a period of 18 (eighteen) months from the date of execution of the PPA. However, if for some reason, the scheduled commissioning period needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same. Subject to clause no. 8.6 of these Guidelines, delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties, on the Hybrid Power Generator, as detailed below:

a) For Delay in commissioning upto 6 (six) months from SCD, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned.

b) For Delay in commissioning beyond six months from SCD, Generator Event of Default, as per clause 8.8.1 of these Guidelines, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.

(ii) 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).

(iii) It is presumed that in terms of Clause 13.4 of these Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in these Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in scheduled commissioning date.

### **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):**

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

**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 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 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).

**19.4.** The 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, 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.

## **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 Ministry regarding 'Approved List of Models and Manufacturers (ALMM)' as applicable 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 Hybrid 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 /parameter 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. ARBITRATION**

All disputes arising out under the contractual documents under these Guidelines will be adjudicated by the Appropriate Commission, i.e. CERC or SERC / JERC, as the case may be.

## **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 is empowered to do the same, with the approval of Minister, New & Renewable Energy. The decision in this regard shall be binding on all the parties concerned.