

In case the commissioning of the Project is delayed beyond Six (6) months from SCOD, For delay in commissioning beyond six months from SCOD, the contracted capacity shall stand reduced to the project capacity commissioned upto SCOD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated

ARTICLE 4: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

4.1 Synchronization, Commissioning and Commercial Operation

- 4.1.1** The HPD shall give at least Thirty (30) days written notice to the RLDC/SLDC/SNA and MSEDCL, of the date on which it intends to synchronize the Hybrid Power Project to the Grid System.
- 4.1.2** Subject to Article 4.1.1, the Power Project may be synchronized by the HPD to the Grid System when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 4.1.3** The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the HPD at its generation facility of the Power Project at its own cost. The HPD shall synchronize its system with the Grid System only after the approval of CTU/STU and RLDC/SLDC or DISCOM.
- 4.1.4** The HPD shall immediately after each synchronization / tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code under intimation to MSEDCL. In addition, the HPD will inject in-firm power to grid time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.
- 4.1.5** The HPD shall commission the Project as per procedure detailed in RfS within Eighteen (18) Months from the Effective Date. Declaration of COD shall only be done subject to the demonstration of the compliances as per RfS and subsequent upon the successful visit by the CTU/STU/Discom.
- 4.1.6** There can be part Commissioning of the Project. Part commissioning of the project shall mean that all equipment corresponding to the part capacity have been installed and commissioned and corresponding energy has flown into the grid..

- 4.1.7** The Part commissioning of the project may be accepted by MSEDCL subject to the condition that minimum capacity for acceptance of first part commissioning shall be 50 MW for inter-state project and 25 MW for intra-state project. The project shall be further commissioned in parts of at least 25 MW batch size, with last part could be balance capacity. The part commissioning should not be construed by just installing one source of generation, the HPD shall install both Solar and Wind capacities in proposed ratio on pro-rata basis.
- 4.1.8** In case the HPD wishes add up capacities (Wind +Solar) of multiple locations to meet part commissioning requirements, it is allowed only in case HPD completed entire capacity proposed under such locations.
- 4.1.9** In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrate possession of land by the HPD 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.
- 4.1.10** The HPD shall be permitted for full commissioning as well as part commissioning 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 HPD will be free to sell it to any other entity provided first right of refusal will vest with MSEDCL. MSEDCL 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 MSEDCL, shall be done at the PPA tariff.

4.2 Performance Bank Guarantee

- 4.2.1** The Performance Bank Guarantee furnished by HPD to MSEDCL as prescribed in the RfS shall be for guaranteeing the commissioning / commercial operation of the Project up to the Contracted Capacity within SCOD.
- 4.2.2** If the Successful Bidder fails to achieve Financial Closure as prescribed in Clause 3.1, the MSEDCL shall encash the Performance Bank Guarantee (PBG) unless the delay caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by MSEDCL, on the sole request of the Wind-Solar Hybrid Power Generator, on payment of penalty of Rs.10000/- per day per MW (excluding

18% GST, if applicable). This extension will not have any impact on the Scheduled Commissioning Date (SCOD). However such amount of penalty paid so shall be returned to the Solar Power Generator without any interest within a period of 30 days of achievement of successful commissioning provided such commissioning is within the Scheduled Commissioning Date (SCOD).

4.2.3 If the Power Producer fails to commission the Project on or before SCOD, MSEDCL shall have the right to forfeit the Performance Bank Guarantee without prejudice to the other rights of the HPD under this Agreement as per Article 3.3.

4.2.4 MSEDCL shall release the Performance Bank Guarantee upon successful commissioning of full contracted capacity after adjusting liquidated damages (if any) as per Article 3.3.

4.3 Dispatch and Scheduling

4.3.1 The HPD shall be required to Schedule its power as per the applicable regulations / requirements / guidelines of MERC / CERC or SLDC/RLDC and maintain compliance to the Grid Code requirements and directions, as specified by SLDC/RLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be to the account of the HPD. The HPD shall make arrangements for scheduling of wind and solar power from the respective components of the Project, if required by the MSEDCL/SLDC/RLDC.

4.3.2 The HPD shall be responsible for coordinating and dealing with the State Load Dispatch Centre's, Regional Power Committees, MSEDCL and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of hybrid Power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the HPD and MSEDCL are the Grid connected entities.

4.3.3 HPD shall be responsible for deviations made by it from the dispatch schedule and for any resultant liabilities on account of charges for deviation as per applicable regulations.

4.3.4 Hybrid Power Developer shall be responsible for arrangement of start-up power/auxiliary consumption.

ARTICLE 5: RATES AND CHARGES

5.1 Monthly Energy Charges: The MSEDCL shall pay for the Scheduled /Delivered energy as certified by RLDC/SLDC/ MSEDCL/Appropriate authority through REA/SEA/ Meter Reading (AMR/MRI), for the Term of this Agreement from the Commercial Operation Date, to the HPD every month. The Tariff payable by MSEDCL for energy purchased shall be as per Article below.

5.2 MSEDCL shall pay a fixed rate of Rs. (in words Rs.----) per kWh as discovered under the Competitive Bidding (followed by e-reverse auction) and as agreed by the Parties upon commissioning of Wind-Solar Hybrid power Project (as certified by RLDC/SLDC/DISCOM) for delivered /scheduled energy during the period of PPA as the case may be.

5.3 Provided that in case the commissioning of the project is delayed over Six (6) months from SCOD, The PPA for the balance capacity not commissioned shall be terminated. Provided further that in case of early part/full commissioning of the Project in accordance with article 4.1.7, rate shall be PPA Tariff .

5.4 For each kVARH drawn from the grid, the HPD shall pay at the rate determined by SERC to their respective Discom from time to time as per prevailing regulations in the State.

5.5 Start-up power: (Applicable for intra state projects):

HPD shall pay to respective DISCOM for start-up power drawn from the grid at prevailing Tariff in force from time to time as determined by respective SERC/CERC, if applicable.

5.6 Capacity Utilization Factor (CUF):

5.6.1 Criteria for generation:

The HPD has declared -----% CUF of their project at the time of bid submission and will be allowed to revise the same once within first three years of COD. The declared CUF shall in no case be less than 30% over a year for the entire PPA duration

of 25 years either from the date of COD (for proposed or new projects) or from the date of execution of PPA for existing wind power projects. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. Energy supplied between COD and commencement of first financial year after COD will not be taken into consideration for the purpose of calculation of CUF. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March of next year. The declared CUF shall in no case be less than 30% over a Contract Year. The HPD shall maintain generation so as to achieve annual CUF not less than 90% of the declared value (i. e. minimum CUF) 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 MSEDCL to the extent of grid non -availability for evacuation which is beyond the control of the HPD.

5.6.2 Shortfall in minimum generation:

During PPA, if for any Contract Year, it is found that the HPD has not been able to generate minimum energy corresponding to minimum annual CUF declared by the HPD, such shortfall in performance shall make HPD liable to pay the compensation to MSEDCL. This will, however be relaxed by MSEDCL to the extent of grid non-availability for evacuation, which is beyond the control of the Hybrid power generator. The amount of such penalty shall ensure that the MSEDCL is offset for all potential costs associated with low generation and supply of power under the PPA, subject to 50% (fifty percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA affecting supply of power by HPD.

5.6.3 Excess Generation:

In case the availability is more than the maximum CUF specified, the Wind Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the MSEDCL.

In case the MSEDCL purchases the excess generation corresponding to the higher limit of CUF declared by the HPD, the same may be done at 75% of the PPA tariff.

5.6.4 Repowering:

The HPD shall be allowed repowering for a maximum period of six (6) months during the entire PPA term of 25 years. The generator shall not be in default for non-supply of power during this period of repowering.

However, the MSEDCL will be obliged to buy power only within the range of CUF, specified in the PPA. Any excess generation will be dealt as specified in clause 3.12.3 of RfS.

5.6.5 Generation compensation due to Backed Down:

The HPD shall follow the forecasting and scheduling process as per MERC/CERC regulations as amended from time to time.

The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “Must Run” to RE developers. Accordingly, Hybrid Power Plant duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, except for the cases where the back down is on account of events like consideration of grid security/ an emergency in CTU / STU s / Discom’s evacuation system for safe operation of its Grid or safety of any personnel or the other such condition, the HPD shall suitably back down their generation.

In case of backing down situation except for the reasons cited above, the HPD will be eligible for generation compensation from Procurer/MSEDCL after receipt of Regional Energy Account /State Energy Account as under:

Duration of Back	Provision for Generation Compensation
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Hours of backdown during monthly billing cycle	Minimum Generation Compensation = 100% of (Average Generation per hour during the Month) (number of lockdown hours during the month) x PPA tariff.
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Generation Compensation as calculated above, will be limited to the extent of shortfall in annual generation corresponding to the maximum CUF permitted as per Clause 5.6 above and the same will be settled on annual basis.

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA) / State Energy Accounts.

It is clarified that the above compensation shall not be applicable in case must run status is withdrawn by applicable regulations in future

It is hereby clarified that for the purpose of **Clause 5.6.5**, “generation” shall mean scheduled energy based on Energy Accounts and AMR.

ARTICLE 6: BILLING AND PAYMENT

6.1 Billing Provision:

The Billing will be on monthly basis . MSEDCL will be billed by the HPD based on REA/SEA/ Meter Reading (AMR/MRI) as certified by Maharashtra SLDC/RLDC or MSEDCL authority as may be applicable following the end of each month for the energy supplied and payment will be due on the thirtieth day following the delivery of the billing invoice.

6.2 Payment:

MSEDCL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of online receipt of the Tariff Invoice through online mode by the designated office of the MSEDCL.

While making such payments to the Tariff invoices, MSEDCL shall deduct amounts equivalent to the penalties levied under Article 3.3(ii)(d) of the the PPA

6.3 Late Payment:

For payment of Monthly bill by MSEDCL thirty (30) days beyond its due date, if paid after Due date of Payment, a late Payment charge shall be payable by MSEDCL to the HPD at the rate of 1.25% percent in excess of the SBI, 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI.

6.4 Rebate:

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the wind power generator to MSEDCL in the following manner:

- i) A rebate of 2% shall be payable to MSEDCL for the payments made within a period of 10 days of the presentation of hard copy of Bill along with required supporting documents at MSEDCL office.
- ii) Any payments made beyond a period of 10 days of the date of presentation of hard

copy of Bill along with required supporting documents at MSEDCL office up to the due date shall be allowed a rebate of 1%.

- iii) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at MSEDCL.
- iv) No rebate shall be payable on the Bills raised on account of taxes, duties, cess etc.

6.5 Payment Security

6.5.1 Revolving Letter of Credit:

- i) MSEDCL shall establish and maintain irrevocable and unconditional revolving Letter of Credit in favour of, and for the sole benefit of, the HPD for the contracted capacity. All the cost incurred by MSEDCL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the HPD.
- ii) The Letter of Credit shall be established in favour of, and issued to, the HPD on the date hereof and made operational thirty (30) days prior to due date of first invoice and shall be maintained consistent herewith by MSEDCL and all times during the Term of the Agreement.
- iii) Such Letter of Credit shall be in form and substance acceptable to both the Parties and shall be issued by any Scheduled Bank and be provided on the basis that:
 - a) In the event a Tariff Invoice or any other amount due and undisputed amount payable by MSEDCL pursuant to the terms of this Agreement is not paid in full by MSEDCL as and when due, the Letter of Credit may be called by the HPD for payment of undisputed amount.
 - b) The amount of the Letter of Credit shall be equal to one month's projected payments during first contract year and thereafter during each contract year the amount of Letter of Credit shall be an average monthly bill in previous contract year.
 - c) The MSEDCL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.