

KERALA STATE ELECTRICITY BOARD LIMITED

**REQUEST FOR SELECTION OF
WIND POWER DEVELOPERS FOR SETTING UP OF
65 MW GRID-CONNECTED WIND POWER PROJECTS
IN KERALA UNDER TARIFF BASED COMPETITIVE BIDDING**

**RfS No: KSEBL/CE REES/Wind 65MW/2022-23/12
Dated: 25/05/2022**

Issued by

**The Chief Engineer (Renewable Energy & Energy Savings)
9th Floor, Vidyuthi Bhavanam, Pattom,
Thiruvananthapuram – 695 004, Kerala
Phone: +91 471 2447404, 04712514336, 04712514562
E-mail: cerees@kseb.in; Website: www.kseb.in**

As per Guidelines issued by MoP dated 08.12.2017,
including subsequent amendments and clarifications
under Section 63 of the Electricity Act, 2003

RFS Notice
KERALA STATE ELECTRICITY BOARD LIMITED (KSEBL)

Office of the Chief Engineer (REES)
9th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram – 695 004, Kerala
Phone: +91 471 2447404, 04712514336, 04712514562
E-mail: cerees@kseb.in
Website: www.kseb.in

KSEBL invites online Bids (e-tenders) from interested Bidders for
**SELECTION OF WIND POWER DEVELOPERS FOR SETTING UP OF 65 MW
GRID-CONNECTED WINDPOWER PROJECTS IN KERALA
UNDER TARIFF BASED COMPETITIVE BIDDING**

As mentioned in the tender document.

The RFS document is available at website www.etenders.kerala.gov.in. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid on line up to the date and time mentioned in the table below:

(A)	Name of Work/ Brief Scope of Work/ Job	Selection of Wind Power Developers for Setting up of 65MW Grid-connected Wind Power Projects in Kerala under Tariff Based Competitive Bidding Connectivity and Long Term Access shall be in the scope of the Wind Power Developer.
(B)	Tender No. & Date	KSEBL/CE REES/65 MW WIND BID/2022-23/ dated: 25.05.2022
(C)	Type Of Bidding System	Two cover System
(D)	Type OF Tender	E-Tender
(E)	Completion/ Contract Period	As mentioned in tender Document
(F)	Bid submission fee (Non-Refundable)	Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST
(G)	Earnest Money Deposit (EMD)	i) 2MW up to and including 10MW- Rs. 2L ii) above 10MW up to and including 50MW- Rs. 3L above 50MW up to and including 65MW- Rs. 5L
(H)	Performance bank guarantee	Not Applicable

(I)	Pre-Bid meeting (shall be conducted on online platform)	06.06.2022 at 11.30 AM (Interested bidders shall email to cerees@kseb.in for getting the meeting link.)
(J)	On line Bid Submission Deadline	20.06.2022 11.00am
(K)	Hard Copies Submission Deadline	22.06.2022 11.00am
(L)	Techno-Commercial Bid opening	23.06.2022 11.00am
(M)	Venue Of Opening Of Technical & Financial Bid	Office of the Chief Engineer (Renewable Energy & Energy Savings) 9th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram

The non-refundable Bid Submission Fee shall be remitted online.

EMD can be furnished online up to Rs. 2Lakh ie for offered capacity from 2MW to 10MW. If capacity offered is higher than 10MW, EMD shall be furnished in the form of Bank Guarantee from any nationalized bank or scheduled bank in India.

The bidders need to submit the cost of bid Processing fees and Earnest Money Deposit as stated above.

The Bank Guarantee towards EMD, in original, along with Bid agreement in original, in sealed cover superscripting “**Cover No. 1 Bank Guarantee and Bid Agreement in Original**”, must reach the office of Chief Engineer (Renewable Energy & Energy Savings) before the dead line specified for hard copy submission failing which, tender shall not be considered.

Scanned copies of the original Bank guarantee towards EMD and signed bid agreement executed in plain Paper as per sample format provided, shall be submitted online. Details of the online remittance of Bid processing fee to KSEBL shall be given in Cover No. 1. On opening the covers, if any discrepancy is noticed in the documents submitted by the bidder through online and the hard copy, the bid will be summarily rejected.

MSME registered under Udyog Aadhar are exempted from submission of cost of the tender documents & EMD. State PSUs are exempted from remitting the EMD.

Tenders/ bids shall be accepted only through e-tendering portal www.etenders.kerala.gov.in and no manual submission shall be entertained. **All the Tender documents are to be submitted online only and in the designated covers on the above website and no manual submission will be entertained.** Late tenders will not be accepted.

The pre-qualification/technical bid shall be opened online at the office of the Chief Engineer (Renewable Energy & Energy Savings), 9th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram on the date and time mentioned above in the presence of the bidders/ their representatives who wish to attend. All other existing conditions related to the tenders of KSEB Ltd will be applicable to this tender also. The tender details will also be available in the KSEBL website

www.kseb.in.

The bid shall be valid for 180 days reckoned from the date of opening of bid. No queries will be entertained after the pre bid meeting. There will be no negotiation of price once the bid is submitted and the price shall be firm. No correspondence would be made with the bidders once the bid is submitted.

The bidding authority reserves the right to modify/cancel any or all bids without assigning any reasons. K.S.E.B. Ltd will not be responsible for any errors like missing of schedule data while downloading by the bidder/ non receipt of document/delay if any.

All bidders participating in the tender should have a valid Digital Signature Certificate from an approved Certifying Authority. More details about the e-tendering procedure are available from National Informatics Centre, Thiruvananthapuram on all working days from 10:00 am to 5:00 pm (Phone: 0471-2577088, 2577188, +91-9995745177) or e-mail "etendershelp@kerala.gov.in".

Further details can be had from the office of the Chief Engineer (Renewable Energy & Energy Savings), 9th Floor, Vydyuthi Bhavanam, Pattom, Thiruvananthapuram, Kerala- 695004.

Phone: 9446008963, 9496018691; E mail: ceres@kseb.in

Pattom
25.05.2022

**Sd/-
Chief Engineer (REES)**

DISCLAIMER

The information contained in this Request for Selection document (the “RfS”) or any other information subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Kerala State Electricity Board Ltd (KSEBL) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RfS and such other terms and conditions subject to which such information is provided. This RfS is not an agreement and is neither an offer nor invitation by KSEBL to the prospective Bidders or any other person. The purpose of this RfS is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RfS (the "Bid").

This RfS includes statements, which reflect various assumptions and assessments arrived at by KSEBL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RfS may not be appropriate for all persons, and it is not possible for KSEBL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfS. The assumptions, assessments, statements and information contained in this RfS may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfS and obtain independent advice from appropriate sources.

Information provided in this RfS to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The KSEBL, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bid Documents accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

KSEBL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfS or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfS and any assessment, assumption, statement or information contained therein or deemed to form part of this RfS or arising in any way in this Bidding Process.

KSEBL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RfS. KSEBL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfS. Kerala State Electricity Board Ltd (KSEBL) reserves the right to modify, amend or supplement this document.

The issue of this RfS does not imply that KSEBL is bound to select a Bidder or to appoint the Developer, as the case may be, for the Project and KSEBL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. KSEBL reserves the right to implement the project in full or in parts.

The statements and explanations contained in this RfS and any other Bid Documents are intended to provide an understanding to the Bidders about the subject matter of this RfS and should not be construed or interpreted as limiting in any way or manner the obligations of the Successful Bidder(s) that will be set out in the Power Purchase Agreement or KSEBL's right to amend, alter, change, supplement or clarify the terms of this RfS or the Power Purchase Agreement. Consequently, any omissions, conflicts or contradictions in the Bid Documents (including this RfS) are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by KSEBL.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KSEBL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and KSEBL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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SECTION - 1

Request for Selection document
for tariff based bidding of WPP -
KSEB

1. DEFINITIONS

The terms used in this RfS, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003, Grid Code or regulations or orders as issued by appropriate Commission and as per guidelines vide MoP Resolution No. 23/54/2017-R&R 'Guidelines for Tariff Based Competitive Bidding Process for procurement of Power from Grid Connected Wind Power Projects' or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

The following terms are defined for use in this RfS:

1. **Act or Electricity Act 2003:** The Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
2. **Addendum/Addenda:** Shall mean the addendum or addenda to the RfS.
3. **Affiliate:** A person who controls, is controlled by, or is under the common control with such Company. The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.
4. **Appropriate Commission:** Shall mean the Kerala State Electricity Regulatory Commission (KSERC) or such other succeeding authority or commission.
5. **Bank Guarantee:** The Bank Guarantee issued in favor of KSEBL by any Nationalized Bank or Scheduled Bank in India.
6. **Bid:** The Non-Financial Bid and the Financial Bid submitted by the Bidder, in response to this RfS, in accordance with the terms and conditions hereof. The Bid shall be valid for a period of not less than 180 days from the date of opening of Bid.
7. **Bidder:** Single Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.
8. **Bidding Company:** Such single company or a Lead Member (in the case of a Consortium) that has submitted the Bid in accordance with the provisions of this RfS.
9. **Bidding Consortium:** A group of companies that has collectively submitted the Bid in accordance with the provisions of this RfS
10. **Bid Due date:** The date and time for Bid opening in response to this RfS as specified in this RfS.
11. **CEA:** shall mean Central Electricity Authority.
12. **CERC:** shall mean the Central Electricity Regulatory Commission, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
13. **Commercial Operation Date (COD):** shall be considered as the actual date of commissioning of the wind power plant as indicated in the Commissioning Certificate, upon successful commissioning of the full capacity of the project or the last part capacity of the project as the case may be.
14. **Conflict of interest:** A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RfS if they have a relationship with each other, directly or indirectly through a common company ownership or directorship, that puts them in a position to have access to information about or influence the Bid of another Bidder.
15. **Consents, clearances and permits:** All authorizations, licenses, approvals, registrations, permits, waivers, privileges, Consents, Clearances, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power.
16. **Contracted Capacity:** The net capacity in MW contracted between the Generator (RPG) and KSEBL at the Delivery Point as provided in the PPA.
17. **Contract year:** The period beginning on the Scheduled Commissioning Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the

- PPA.
18. **CTU:** shall mean Central Transmission Utility, which is a Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.
 19. **“DEVELOPER” or “PROJECT DEVELOPER” or WIND POWER DEVELOPER or “RENEWABLE POWER GENERATOR (RPG)”** shall mean the Bidding Company participating in the bid and having been selected and allocated a project capacity by KSEBL (through a competitive bidding process) and executes the PPA and other RfS Documents with KSEBL and who shall be responsible for supplying power from grid connected wind power projects to KSEBL at the Delivery Point for the term of the PPA as per the terms and conditions specified therein.
 20. **Earnest Money Deposit (EMD)/Bid Security:** The amount to be submitted online / in the form of a bank guarantee along with response to RfS as specified in RfS notice and elsewhere in this RfS. Shall be valid initially for two years and shall be kept renewed till the completion of the project. The Bank Guarantees shall be returned only after the official declaration of the Commercial Operation Date of the project capacity offered by the successful bidder.
 21. **Effective date:** The date from which the Power Purchase Agreement becomes effective as defined in the PPA.
 22. **Financial bid:** The cover / Part of the Bid, containing the Bidder's Quoted Tariff as per this RfS.
 23. **Grid Code/State Grid Code:** shall mean the Grid Code specified by CERC under clause (h) of sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or State Grid Code as specified by KSERC referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act.
 24. **“GUIDELINES”** shall mean the guidelines vide MoP Resolution No. 23/54/2017-R&R ‘Guidelines for Tariff Based Competitive Bidding Process for procurement of Power from Grid Connected Wind Power Projects’ and amendments thereof.
 25. **“INTER-CONNECTION POINT / DELIVERY / METERING POINT”** shall mean the point or points at the voltage level of 11kV or above of the Substations owned by KSEBL as specified in the RfS document to which the wind power project is connected through a dedicated transmission line. Metering shall be done at this interconnection point where the power is injected into the grid. For interconnection with grid and metering, the RPG shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time. All charges and losses related to Transmission of power from project up to Delivery Point as notified by the Appropriate Commission shall be borne by the RPG.
 26. **Interconnection facilities:** shall mean the facilities on RPG’s side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data and the Metering System required for supply of power as per the terms of the PPA;
 27. **KSEBL:** The Kerala State Electricity Board Limited, a company incorporated under the Indian Companies Act, 1956, having its head quarters at Vydhyuthi Bhavanam, Pattom, Thiruvananthapuram 695 004 or its successors or assigns.
 28. **KSERC :** The Kerala State Electricity Regulatory Commission constituted under Section 82 of the Electricity Act, 2003 .
 29. **Law:** The same meaning as ascribed thereto in the PPA.
 30. **Lead member of the bidding consortium or the lead member:** The Member so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement specified in this RfS.
 31. **Letter of Award or LOA:** The letter to be issued by KSEBL to the RPG for the project for supply of power.
 32. **Member of a bidding consortium or consortium member:** Each company in the Bidding Consortium which has executed the Consortium Agreement.

33. **Metering point:** The point at which energy supplied to KSEBL is measured, which shall be the Interconnection Point.
34. **Minimum Bid/Project Capacity** shall mean either (a) the minimum wind power plant capacity or (b) aggregate capacity of multiple plants pooled at a single injection / metering point, in MW specified by the KSEBL for which the Bidder is required to submit its Bid.
35. **“MONTH”** shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
36. **Non-financial bid:** The cover I and II of the Bid containing the documents as specified in the RfS.
37. **Parent company:** A company that holds not below fifty one percent (51%) of the paid - up equity capital directly or indirectly in the Bidding Company or in the Member of a Bidding Consortium, as the case may be.
38. **Performance Bank Guarantee (PBG):** The irrevocable, unconditional bank guarantee, to guarantee the agreed performance as per the PPA, submitted by the successful bidder to KSEBL from a bank as per format mentioned in the RfS.
39. **Power Purchase Agreement (PPA):** The agreement to be entered into between KSEBL and the successful bidder(s) (selected RPG) pursuant to which the RPG shall supply power from grid connected wind power projects to KSEBL as per the terms and conditions specified therein and an indicative PPA of which is attached hereto with this RfS, including all its schedules, annexure/s, and all amendments or modifications.
40. **Procurer:** Kerala State Electricity Board Ltd (KSEBL).
41. **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed;
42. **Project company:** The Company, incorporated by the Bidder as per Indian laws, in accordance with terms and conditions of RfS.
43. **“POWER PROJECT” or “WIND PROJECT” or “PROJECT”** shall mean the wind power generation facility comprising single / multiple units at single location, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point and having a control system and metering. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, dedicated 11kV or above line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power KSEBL as per the PPA of which is attached hereto with this RfS;
44. **Qualification requirements:** shall mean the qualification requirements as set forth in this RfS
45. **Qualified bidders:** The Bidder(s) who, after evaluation of their Non- Financial Bid as per terms and conditions of RfS, stand qualified for being considered in the further processes like opening and evaluation of Financial Bids.
46. **Renewable Purchase Obligation (RPO):** The requirement specified by the State Commissions under clause (e) of sub-section (1) of section 86 of the Act, for the obligated entity to purchase electricity from renewable energy sources.
47. **Requisitioned capacity:** The total aggregate power (65 MW maximum) proposed to be contracted by KSEBL with the successful bidder(s) through this bidding process for supply at the Delivery Point for the term of the PPA as per the terms and conditions specified therein.
48. **Request for Selection (RfS):** This Request for Selection along with all formats and RfS Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto.
49. **“RfS DOCUMENT”** shall mean the bidding document issued by KSEBL including all attachments, clarifications and amendments thereof vide RfS No **KSEBL/CEREES/WIND BID/2022-23/12 dated: 25.05.2022** including the Power Purchase Agreement or any other agreements designated as such, from time to time by KSEBL.
50. **REPP:** Shall mean Renewable energy-based power plants

51. **RPG:** Shall mean Renewable Power Generator.
52. **Scheduled Commissioning Date (SCD)/Scheduled Commercial Operation Date (SCOD):** shall be a date, eighteen (18) Months from the Date of issuance of LoA by the KSEBL to the RPG as per the terms and conditions of this bid/PPA
53. **Wind Power Generator/Generator (RPG):** The Successful Bidder(s), as the case may be who executes the PPA and who shall be responsible for supplying power from grid connected wind PV power projects to KSEBL at the Delivery Point for the term of the PPA as per the terms and conditions specified therein.
54. **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** The Bidder(s) selected by KSEBL pursuant to this RfS for supply of power from grid connected wind PV power projects as per the terms of the RfS Documents, and to whom a Letter of Award has been issued.
55. **SLDC:** shall mean the centre established under Subsection (1) of Section 31 of Electricity Act 2003, relevant for the State(s) where the delivery point is located.
56. **Statutory Auditor:** The auditor of a Company appointed under the provisions of the Companies Act, 1956 / 2013 or under the provisions of any other applicable governing law.
57. **“STATE TRANSMISSION /DISTRIBUTION UTILITY” or “STU”/ “SDU”** shall mean the Board or the Government Company notified by the respective State Government under Sub- Section I of Section 39 of the Electricity Act,2003;
58. **TD- Tender Document**
59. **Tariff:** The firm tariff quoted by the Bidder as per the prescribed format and shall be construed to be at the Metering Point.
60. **Transmission infrastructure:** The complete transmission facilities such as transmission lines, substation bays, substation equipment etc. to be constructed and installed so as to interconnect the generation switchyard with the interconnection point.
61. **Ultimate parent company:** A company which directly or indirectly owns not below fifty one percent (51%) paid up equity capital in the Bidding Company or Member of a Consortium, (as the case may be) and/or in the Financially Evaluated Entity and such Bidding Company or Member of a Consortium, (as the case may be) and/or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company.
62. **Voltage of Injection:** means the voltage at which the Electricity generated by the Generator is injected at the interconnection point

2. BACKGROUND & INTRODUCTION

- a. Ministry of Power (MoP) has issued “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects” vide Gazette Resolution dated 08.12.2017. These Guidelines have been formulated for procurement of wind power through transparent process of bidding under Section 63 of the Electricity Act, 2003 for long-term procurement of electricity through competitive bidding process, by the ‘Procurers’, from grid-connected Wind Power Projects (‘WPP’). This tender document by KSEB Ltd has been prepared in line with the above Guidelines issued by MoP dated 08.12.2017, including subsequent amendments and clarifications, issued until the last date of bid submission of this tender.
- b. As part of the above scheme, KSEB Ltd wishes to invite proposals for setting up of grid-connected wind power projects in Kerala, on Build Own Operate (BOO) basis for an aggregate capacity of 65 MW. KSEB Ltd shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this tender for purchase of Wind Power for a period of 25 years based on the terms, conditions and provisions of the tender and PPA. Draft PPA document is attached.
- c. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on KSEB Ltd for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. KSEB Ltd does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.
- d. Already commissioned projects cannot be considered under this tender. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement or capacity addition of already commissioned projects also will be considered under this tender.

2.1 Invitation for Bids

- 2.1.1 A Single Stage, Two-Envelope bidding procedure will be adopted for the selection of WPD. Bidding will be conducted through the competitive bidding procedures as per this document. The respective rights of KSEB Ltd and the Bidder/WPD shall be governed by the Documents/Agreement signed between KSEB Ltd and the WPD for the package.
- 2.1.2 Interested bidders have to necessarily register themselves on the portal www.etenders.kerala.gov.in to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal. All required documents and formalities for registering on the portal are mentioned in the subsequent sections of this document.
- 2.1.3 For proper uploading of the bids on the portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal. Bidders should submit their bid proposal complete in all aspects on or before last date and time of Bid Submission as mentioned on the Portal
- 2.1.4 Bidder shall submit bid proposal along with non-refundable Tender Fee and Bid Processing Fee complete in all respects as per the Bid Information Sheet. Techno- Commercial bids will be opened online in the presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the prescribed Fees will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.
- 2.1.5 The tender document which includes Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats, etc. can be downloaded from www.etenders.kerala.gov.in

It is mandatory to download official copy of the Document from the Portal to participate in the Tender. Any amendment/corrigendum/clarification with respect to this document shall be uploaded on the website.

2.1.6 KSEB Ltd reserves the right to cancel/ withdraw/ defer this invitation for bids or implement the project partly without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.2 Interpretations

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- The table of contents as well as the headings or sub headings in the contract has been inserted for case of reference only and shall not affect the interpretation of this agreement.

3. SPECIAL CONDITIONS OF CONTRACT

3.1 Scope of Work

- a. The Wind Power Developer shall be required to set up grid connected Wind Power Projects, with the primary objective of supplying wind power to KSEB Ltd, as per the provisions of the PPA.
- b. Identification of land, installation and ownership of the Project, along with obtaining connectivity, Long term Access (LTA) and necessary approvals and interconnection with the KSEB Ltd network for supply of power to KSEB Ltd, will be under the scope of the WPD.
- c. The Projects to be selected under this scheme provide for deployment of Wind Power Technology. However, the selection of Projects would be technology agnostic.

3.2 Total capacity offered

- a. Selection of Wind Power Projects for a total capacity of 65 MW will be carried out through e-bidding.
- b. **Maximum Eligibility for Contracted Capacity Allocation for a Bidder**
The following conditions shall be applicable to the Bidders for submission bids against this Tender:

- a. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of **5MW** and a maximum quantum of **65 MW**, in the prescribed formats. The Projects shall be quoted in multiples of 2 MW only. The individual capacity of a WPP (or a group of wind turbine generators at nearby sites) to be interconnected to the transmission network of KSEB Ltd at a single point shall be a minimum of 2 MW.
- b. The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **65 MW**.
- c. The evaluation of bids shall be carried out as described in Clause-8 of the RfS.
- d. Multiple bids from the same company including its Parent/ Ultimate Parent/ Affiliates/ Group Companies shall make all the bids submitted by the group invalid.

3.3 Project Location

- a. **The Projects shall be located at the locations chosen by the Bidder/WPD at its own discretion of cost, risk and responsibility. Wind potential assessment & obtaining Technical Approval from ANERT for the project are the sole responsibility of the Developer. Technical approval from ANERT shall be obtained before LoA. Only wind plants at the locations having technical approval of ANERT will be considered in this bid. KSEBL does not have any responsibility regarding the location selected by the bidder for the setting up of wind plant.**
- b. In case the WPD 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.

3.4 Project Configuration:

- a. The term “Project” shall have the meaning as defined in Section-1 of this document, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA).
- b. The Bidder may however, set up the cumulative Project capacity at a single location, or he may configure the Project as being sub-divided into a number of “blocks”, being set up at multiple locations, if required. For a single Project, such ‘blocks’ shall be located within the State of Kerala. The following points are to be noted in this regard:
 - 1. The Project may consist of any number of blocks. The minimum voltage level for a single block shall be 11 kV.
 - 2. A single tariff shall be quoted by the Bidder for its response to this tender,

irrespective of the number of Projects and Project configuration.

3. **PPA will be signed between Procurer (KSEBL) and Successful Bidder(s) for 25 Years. The Procurer shall pay to the Seller(s) the Quoted fixed Tariff which has been arrived from the single fixed tariff quoted by the successful bidder in the price bid, as per the terms and conditions of the PPA. The tariff shall be payable by the Procurer in Indian Rupees. Energy procured under this contract shall be accounted against the RPO of KSEBL**
4. Bidders are required to quote Single fixed tariff for 25 years only in the Price Bid. KSEBL will not entertain different tariff for every year, and bid with different tariff will be disqualified. Procurer will be liable to pay the project developer the tariff as signed in the PPA for 25 years.
5. A Single Power Purchase Agreement shall be signed for one Project. The WPD shall be responsible for obtaining Connectivity for each Project at the cost of the WPD.
6. The WPD may modify the Project configuration in terms of blocks, subsequent to issuance of LoA until the deadline of Financial Closure, subject to the condition as per (iii) above. KSEB Ltd shall not be responsible for any delay in reconfiguration of the Project, which might lead to delay in achieving financial closure and in-turn, commissioning of the Project.
7. The individual 'blocks' shall be pooled at a minimum voltage level of 11 kV. A single transmission line shall connect the above pooling Substation to the Delivery Point, which shall be the Metering Point for the PPA.
8. Performance Monitoring
The wind power projects must install necessary equipment to continuously measure relevant parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to KSEBL or any other designated agency on line and through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily grant access to KSEBL or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

Real time monitoring shall be provided to access the data to the State portal. Further Energy meter reading shall be made available at the existing Renewable Energy Data Centre at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram. The monitoring software/SCADA should support secure MQTT protocol to transmit the data to the above data centre.

9. All correspondence, clarifications in respect of the RfS and submission of the Bid shall be addressed to:

Chief Engineer (Renewable Energy & Energy Savings), 10th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram, Kerala- 695004., Phone: . +91 471 2447404, 04712514562, 04712514336, 9496018694: E mail: cerees@ksebl.in

3.5 Connectivity with the Grid

3.5.1 Connectivity

- a. The Project should be designed for interconnection with a KSEB Ltd substation in accordance with the prevailing KSERC regulations in this regard.
- b. Wind Power Plant set up by the developer will be connected to the feasible substations through transmission line of appropriate voltage.
- c. Selected RPG will be responsible for construction of complete transmission facilities such as dedicated line/ lines from Wind Power Plant to sub-station, construction of Bay and related switchgear at sub-station where the plant is connected to the grid and metering is done. The KSEBL will facilitate the RPG in getting right of way for laying of such lines.

- d. RPG can get constructed the lines through KSEBL by paying the applicable cost and other charges.
- e. RPG shall be responsible for construction, Operation & maintenance of this line up to the point of connectivity, such arrangement shall be as per the regulations specified by the Appropriate Commission, as amended from time to time.
- f. In case more than one bidder is awarded Wind Power Plants to be connected to same Sub-station, they shall be permitted to jointly establish a common injection line to feed the substation with the prior approval of KSEBL.
- g. Renewable Power Generator shall have to deposit the applicable connectivity charges to the KSEBL.
- h. For interconnection with the grid and metering, the WPD shall abide by the 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 KSERC and KSEB Ltd.

3.5.2 Designated Delivery Points: It may be noted that although selection of location of the Projects is under the scope of the Bidder/WPD, in order to align Project installation with augmentation of the necessary transmission and evacuation infrastructure, choice of the Delivery Point(s) for the Project(s) shall be limited to the following list of substations:

List of substations with approximate additional load feasibility for connectivity is detailed in below:

Sl no	Voltage Level	Substation Name	Additional Load Feasible (MVA) as on 31/03/2021	Remarks
The feasibility indicated below is subject to change, consequent to constraints in line loading and under change in system conditions / network configurations.				
TRANSMISSION CIRCLE TRIVANDRUM				
1	220 kV	New Kattakada	80.0	
2	220 kV	Pothencode	0.0	
3	110 kV	Paruthippara	0.0	It is not feasible to feed any additional load from the present station capacity and can be made feasible for 8 MVA with replacement of the failed transformer.
4	110 kV	Medical College	11 kV - 0 MVA; 33 kV - 7.9 MVA	At 33 kV level no spare panel (for O/g bay) is available .
5	110 kV	Balaramapuram	5.0	
6	110 kV	Neyyattinkara	0.0	Existing station capacity is 25MVA and peak load is 21MVA. At present condition additional load is not feasible.
7	110 kV	Parassala	2.0	
8	110 kV	Thirumala	0.0	
9	110 kV	Kattakada	8.0	Please note that no additional panel can be accommodated due to space constraint of control room. Power can be evacuated from existing feeders.
10	110 kV	Nedumangad	2.0	
11	110 kV	Aruvikkara	0.0	
12	110 kV	Attingal	3.0	
13	110 kV	Varkala	0.0	
14	110 kV	Kilimanoor	0.0	
15	110 kV	Veli	3.0	
16	110 kV	TERLS	0.0	
17	110 kV	Muttathara	0.0	
18	110 kV	Kazhakkuttom	3.0	
19	66 kV	GIS Substation LA Complex	0.0	

20	66 kV	Power House	0.0	
21	66 kV	Vizhinjam	1.0	
22	66 kV	Vattiyoorkavu	0.0	
23	66 kV	Palode	0.0	
24	33 kV	Vydyuthi Bhavanam	2.2	
25	33 kV	Pattoor	1.4	
26	33 kV	Karamana	0.3	
27	33 kV	Poovar	0.0	
28	33 kV	Vellarada	2.0	
29	33 kV	Peyad	0.0	
Sl no	Voltage Level	Substation Name	Additional Load Feasible (MVA) as on 31/03/2021	Remarks
30	33 kV	Chullimanoor	2.0	
31	33 kV	Vithura	2.5	
32	33 kV	Aryanad	2.0	
33	33 kV	Venjarummood	0.0	
34	33 kV	Kadakkavur	0.0	
35	33 kV	Kallambalam	0.0	
36	33 kV	Katchery	0.0	
37	33 kV	Kadakkal	2.5	
TRANSMISSION DIVISION PATHANAMTHITTA				
1	110 kV	Kozhencherry	10.0	Transformer enhanced
2	110 kV	Koodal	10.0	
3	110 kV	Mallappally	5.5	
4	110 kV	Pathanamthitta	10.9	
5	110 kV	Ranny	4.0	
6	110 kV	Tiruvalla	2.0	Upgraded to 110kV
7	66 kV	Adoor	8.0	
8	66 kV	Enathu	4.7	
9	66 kV	Chumatra	5.0	
10	66 kV	Kochupamba	6.0	
11	66 kV	Triveni Pamba	8.0	Replaced one 4MVA transformer with 10MVA
12	33 kV	Konni	1.0	
13	33 kV	Kadapra	3.8	
14	33 kV	Kumbanadu	2.0	
15	33 kV	Ranny-Perunadu	3.0	
16	33 kV	Pandalam	3.0	
TRANSMISSION CIRCLE MALAPPURAM				
1	220 kV	Malaparamba	4.0	
2	220 kV	Areekod	0.0	
3	220 kV	Elankur	16.0	
4	110 kV	Chelari	9.0	
5	110 kV	Edappal	3.0	
6	110 kV	Edarikode	3.0	
7	110 kV	Kuttiappuram	13.0	Feasibility given for Kinfra
8	110 kV	Parappanangadi	4.5	

9	110 kV	Ponnani	4.0	
10	110 kV	Tirur	14.0	
11	110 kV	Perinthalmanna	18.0	
12	110 kV	Melattur	9.0	
13	110 kV	Malappuram	0.0	
14	110 kV	Kizhissery	8.0	
15	110 kV	Manjeri	18.0	
16	110 kV	Mankada	10.0	10MVA transformer added
17	66 kV	Nilambur	3.0	
18	66 kV	Edakkara	8.0	
Sl no	Voltage Level	Substation Name	Additional Load Feasible (MVA) as on 31/03/2021	Remarks
19	33 kV	Kalpakanchery	0.0	
20	33 kV	Kinfra	4.0	
21	33 kV	Kooriyad	2.2	
22	33 kV	Othukkungal	0.0	
23	33 kV	Tavanur	3.0	5MVA added but 33kV line constrain and one MVA feasibility given to KWA
24	33 kV	Thirunavaya	0.0	Feasibility given for KWA
25	33 kV	Pulamanthole	3.0	
26	33 kV	Thazhekkode	4.0	
27	33 kV	Kalikavu	3.0	
28	33 kV	Wandoor	1.5	
29	33 kV	Pookkottumpadam	3.0	
30	33 kV	Edavanna	1.0	
31	33 kV	Valluvambrum	0.0	
32	33 kV	Makkaraparamba	0.0	
33	33 kV	Pothukallu	3.0	
TRANSMISSION CIRCLE KANNUR				
1	220 kV	Mylatty	5.0	(without considering N-1 condition) , facing space constraints for accomodating additional feeder panels.
2	220 kV	Ambalathara	2.0	
3	220 kV	Kanhirode	2.0	
4	220 kV	Taliparamba	0.0	Not considering(n-1) condition
5	110 kV	Vidyanagar	3.0	Not considering(n-1) condition
6	110 kV	Mulleria	6.6	Not considering(n-1) condition
7	110 kV	Kubanoor	0.0	Two additional feeders requested by ES Uppala and ES Paivalike and work in progress
8	110 kV	Manjeswram	0.0	Not considering(n-1) condition, Two additional feeders requested by ES Manjeshwar and Vorkady. It can be accomodated
9	110 kV	Cheruvathur	8.0	
10	110 kV	Kanhangad	0.0	
11	110 kV	Panoor	3.0	
12	110 kV	Pinarayi	7.0	
13	110 kV	Thalassery	10.0	
14	110 kV	Valiyavelicham	5.0	
15	110 kV	Kuthuparamba	9.0	

16	110 kV	Nedumpoil	12.0	
17	110 kV	Sreekandapuram	15.0	
18	110 kV	Mattannur	15.0	
19	110 kV	Iritty	5.0	
21	110 kV	Ezhimala	10.8	Not considering(n-1) condition
20	110 kV		2.5	Not considering(n-1) condition
22	110 kV	Payyanur	9.0	Not considering(n-1) condition
23	110 kV	Cherupuzha	3.0	Not considering(n-1) condition
24	110 kV	Chemperi	10.9	Not considering(n-1) condition
Sl no	Voltage Level	Substation Name	Additional Load Feasible (MVA) as on 31/03/2021	Remarks
25	110 kV	Mundayad	9.0	Not considering(n-1) condition
26	110 kV	Mangad	2.0	Not considering(n-1) condition
27	110 kV	Chovva	7.3	Not considering(n-1) condition
28	110 kV	Azhikode	1.0	Not considering(n-1) condition
29	33 kV	Kasaragod Town	0.0	
30	33 kV	Ananthapuram	0.0	
31	33 kV	Badiadka	3.4	Not considering n-1
32	33 kV	Perla	4.0	Not considering n-2
33	33 kV	Kanhangad Town	0.0	
34	33 kV	Nileswaram	0.0	
35	33 kV	Belur	0.0	
36	33 kV	Rajapuram	1.0	
37	33 kV	Trikaripur	0.0	
38	33 kV	West Eleri	4.0	
39	33 kV	Puthur	0.0	
40	33 kV	Kodiyeri	1.0	
41	33 kV	Dharmadam	0.0	
42	33 kV	Tholambra	3.0	
43	33 kV	Kelakam	7.0	
44	33 kV	Kuttiyattoor	2.0	
45	33 kV	Pazassi	4.0	
46	33 kV	Pariyaram	0.0	Not considering(n-1) condition
47	33 kV	Payyanur Town	0.0	Not considering(n-1) condition
48	33 kV	Alakode	1.0	Not considering(n-1) condition
49	33 kV	Nadukani	1.5	Not considering(n-1) condition
50	33 kV	Thottada	0.0	
51	33 kV	Puthiyatheru	0.0	
52	33 kV	Kannur Town	0.0	
TRANSMISSION CIRCLE KOZHIKODE				
1	220 kV	Kaniyampetta	3.0	
2	220 kV	Orkatteri	4.0	
3	220 kV	Nallalam	9.0	
4	110 kV	Agastyamoozhi	6.0	
5	110 kV	Kunnamangalam	0.0	Not satisfying n-1 condition

6	110 kV	Thambalamanna	2.0	
7	110 kV	Chakkittapara	4.0	
8	110 kV	Kinalur	5.3	
9	110 kV	Kuttiadi	6.0	
10	110 kV	Meppayur	1.0	
11	110 kV	Nadapuram	6.0	
12	110 kV	Koyilandy	0.0	
13	110 kV	Vadakara	0.0	
14	110 kV	Chevayur	2.6	
Sl no	Voltage Level	Substation Name	Additional Load Feasible (MVA) as on 31/03/2021	Remarks
15	110 kV	Koduvally	1.0	
16	110 kV	Westhill	1.0	
17	110 kV	Gandhioad	9.0	
18	110 kV	Mankavu	7.0	
19	66 kV	Anju Kunnu	5.0	
20	66 kV	Kuthumunda	1.0	
21	66 kV	Mananthavadi	0.0	Not satisfying n-1 condition
22	66 kV	Mavoor(Ambalaparamba)	2.0	An additional 3.7 MVA added on 28.04.2021
23	66 kV	Sulthan Bathery	0.0	Under this condition (N-1) condition of transformer is not satisfied. Cannot provide additional load with out upgrading the substation
24	66 kV	Thamarassery	0.0	Not satisfying n-1 condition
25	66 kV	Kuttikkattur	2.4	
26	66 kV	Puthiyara	6.0	
27	66 kV	Cyber Park	17.8	
28	33 kV	Kalpetta	0.0	Not satisfying n-1 condition
29	33 kV	Meenangadi	0.0	Not satisfying n-1 condition
30	33 kV	Padinjarethara	0.0	Not satisfying n-1 condition
31	33 kV	Pulpally	0.0	Not satisfying n-1 condition
32	33 kV	Urumi	0.0	Not satisfying n-1 condition
33	33 kV	Vellannur	2.0	
34	33 kV	Balusseri	0.5	
35	33 kV	Melady	1.0	
36	33 kV	Perambra	0.0	
37	33 kV	Thiruvallur	0.5	
38	33 kV	Ramanattukara	1.0	
39	33 kV	Feroke	1.0	
TRANSMISSION CIRCLE KOTTARAKKARA				
1	220 kV	Edamon	10.0	
2	220 kV	Kundara	3.0	
3	110 kV	Kottarakara	6.0	
4	110 kV	Pathanapuram	8.0	
5	110 kV	Ambalappuram	10.0	
6	110 kV	Punalur	9.0	
7	110 kV	Anchal	8.0	

8	110 kV	Ayur	9.0	
9	110 kV	Kavanad	5.0	
10	110 kV	Chavara	3.0	
11	110 kV	Ayathil	5.0	
12	110 kV	Sasthamcotta	2.0	
13	110 kV	Kottiyam	5.2	
14	110 kV	Parippally	8.5	
15	110 kV	Perinad	11.0	
16	110 kV	GIS Kollam	4.0	
17	66 kV	Thenmala	1.0	ADDITIONAL 10MVA WILL BE CHARGED SOON
Sl no	Voltage Level	Substation Name	Additional Load Feasible (MVA) as on 31/03/2021	Remarks
18	66 kV	Karunagappally	3.0	
19	33 kV	Ezhukone	4.0	
20	33 kV	Chengamanadu	3.0	
21	33 kV	Puthoor	3.0	
22	33 kV	Pooyappally	3.0	
23	33 kV	Kannanalloor	0.0	
24	33 kV	Oachira	5.0	
25	33 kV	Adichanalloor	2.0	
26	33 kV	Paravur	2.2	
TRANSMISSION CIRCLE POOVANTHURUTH				
1	220 kV	Pallom	2.0	Transformer capacity is available, but, additional 11kV VCB cubicle is required.
2	110 kV	Vaikom	6.0	
3	110 kV	Erattupetta	8.0	Transformer capacity is available, but additional 11 KV VCB Is required, but n-1 condition can not be met
4	110 kV	Erumely	2.9	maximum 2.85 MVA can be loaded if considering n-1 condition
5	110 kV	Kanjirappally	2.0	Maximum 2 MVA can be loaded if considering n-1 Condition
6	110 kV	Mundakkayam	8.0	Maximum 8 MVA can be loaded if considering n-1 criteria
7	110 kV	Pala	0.0	if considering n-1 condition additional loading can not be provided
8	110 kV	Ayarkunnam	2.0	
9	110 kV	Pampady	2.0	Maximum 2 MVA can be loaded if considering n-1 criteria
10	110 kV	Kodimatha	2.0	Power can be evacuated from existing feeders
11	110 kV	Chengalam	8.0	No spare feeder cubicles available
12	110 kV	Thrikkodithanam	7.0	
13	66 kV	Ettumanoor	9.5	
14	66 kV	Kuravilangad	8.0	
15	66 kV	Koothattukulam	0.0	Only one 12.5Mva Tfr.
16	66 kV	Gandhinagar	3.0	Space constraints in the existing control room to add extra feeders
17	66 kV	Kottayam	5.0	Power can be evacuated from existing feeders
18	66 kV	Changanacherry	4.0	
19	33 kV	Ramapuram	1.5	considering n-1 condition

20	33 kV	Kallara	2.1	
21	33 kV	Kaduthuruthy	1.0	
22	33 kV	Paika	2.5	maximum 2.5 MVA if considering n-1 condition
23	33 kV	Manimala	1.9	maximum 1.9 MVA if considering n-1 condition
24	33 kV	Koottickal	2.0	
25	33 kV	Kidangoor	1.0	
26	33 kV	Vakathanam	2.3	
27	33 kV	Karukachal	1.0	
TRANSMISSION CIRCLE KALAMASSERY				
1	220 kV	Brahmapuram	9.0	
Sl no	Voltage Level	Substation Name	Additional Load Feasible (MVA) as on 31/03/2021	Remarks
2	220 kV	Ambalmugal	NA	
3	220 kV	Kalamassery	10.0	
4	110 kV	Kandanad	5.0	
5	110 kV	Vyttila	1.2	
6	110 kV	New Vyttila	0.0	
7	110 kV	Kadavanthra	1.0	
8	110 kV	Aluva	1.0	
9	110 kV	Edayar	7.0	
10	110 kV	Kizhakkambalam	7.0	
11	110 kV	W.Island	2.0	
12	110 kV	Mattancherry	5.0	
13	110 kV	Kaloor	5.0	
14	110 kV	Edappally	6.5	Two numbers of outgoing feeder panels will be available from July 2021 onwards
15	110 kV	Ernakulam north	8.0	
16	110 kV	North Paravoor	3.0	
17	110 kV	Kurumassery	0.0	
18	110 kV	Cherai	12.0	
19	110 kV	Panangad	1.3	
20	110 kV	Edathala	7.5	Upgradation from 66kV to 110kV
21	66 kV	Panampillynagar	0.0	
22	66 kV	Njarrakkal	13.0	
23	66 kV	Fort Kochi	1.0	
24	66 kV	Perumanoor	4.0	
25	66 kV	Marine Drive	3.0	
26	66 kV	Mulavukad	3.4	
27	66 kV	Thrikkakara	8.0	
28	66 kV	Thrippunithura	1.7	
29	66 kV	Kakkanad	5.0	
30	66 kV	Puthencruz	9.0	
31	33 kV	Alangad	0.0	
32	33 kV	Vadakkekara	6.0	
33	33 kV	Varappuzha	0.0	
34	33 kV	Kurumassery	3.3	

35	33 kV	Puthenvelikkara	2.3	
36	33 kV	GIS Thammanam	3.0	
TRANSMISSION CIRCLE ALAPPUZHA				
1	220 kV	Edappon	2.9	
2	220 kV	Punnapra	0.0	
3	110 kV	Aroor	7.5	
4	110 kV	Chellanam	9.0	
5	110 kV	Chengannur	0.0	
6	110 kV	Edathua	2.2	
7	110 kV	Eramalloor	6.5	
8	110 kV	Kayamkulam	8.6	
Sl no	Voltage Level	Substation Name	Additional Load Feasible (MVA) as on 31/03/2021	Remarks
9	110 kV	Mavelikkara	1.0	
10	110 kV	Thycattuserry	6.5	
11	110 kV	S.L. Puram	5.0	
12	66 kV	Alappuzha	5.0	
13	66 kV	Cherthala	5.0	
14	66 kV	Karuvatta	8.0	
15	66 kV	Kattanam	7.0	
16	66 kV	Kuttanadu	1.1	
17	66 kV	Nangiarkulangara	6.5	
18	66 kV	Pathirapally	5.0	
19	33 kV	Kalarcode	5.0	
20	33 kV	Kuthiyathode	4.5	
21	33 kV	Mannar	4.0	
22	33 kV	Thakazhy	2.4	
23	33 kV	Vallikunnam	1.5	
TRANSMISSION CIRCLE THODUPUZA				
1	110 kV	Myloor	14.6	
2	110 kV	Kuthumkal	1.95	
3	110 kV	Muvattupuzha	31.0	
4	110 kV	Piravom	3.3	
5	110 kV	Perumbavoor	15.0	
6	110 kV	Rayonpuram	8.0	
7	110 kV	Malayattoor	4.0	moved under Transmission circle Thodupuzha from Thrissur
8	110kV	Muttom	13.0	
9	110 kV	Adimaly	15.00	
10	110 kV	Udumbannoor	7.1	
11	220 kV	Kothamangalam	15.0	
12	66 kV	Kulamavu	2.8	
13	66 kV	Nedumkandam	5.14	
14	66 kV	Peermade	10.25	
15	66 kV	Odakkali	12.0	
16	66 kV	Karimanal	10.0	
17	110 kV	Marady	7.5	Transformer Capacity enhanced from 10 MVA to 12.5 MVA

18	66 kV	Vazhathope	13.9	
19	66 kV	Kattappana	10.0	
20	66 kV	Vandiperiyar	14.1	
21	66 kV	Thodupuzha	5.0	DUE TO AGED POWER TRANSFORMERS, OVER LOADING MAY BE RISKY
22	33 kV	Vengola	0.0	
23	33 kV	Kuruppampady	7.0	
24	33 kV	Kallookkad	4.8	
25	33 kV	Vandanmedu	2.35	
26	33 kV	Vagamon	2.83	
27	33 kV	Mazhuvannoor	5.8	
28	33 kV	Koovapady	7.0	
Sl no	Voltage Level	Substation Name	Additional Load Feasible (MVA) as on 31/03/2021	Remarks
29	33 kV	Upputhara	5.50	
30	33 kV	Kumily	2.40	
31	33 kV	Vannappuram	7.0	
32	33 kV	Kalady	0.0	under Transmission circle Thodupuzha from Transmission circle Thrissur
33	33 kV	Senapathy	3.65	
TRANSMISSION CIRCLE PALAKKAD				
1	220 kV	Palakkad 110 kV/22kV	30.0	Drawing new feeders has become difficult due to space constraints
2	220 kV	Shoranur	0.0	
3	110 kV	Kozhinjampara	5.0	
4	110 kV	Kollengode	33 kV - 10.0 11kV - 6.0	
5	110 kV	Vadakkenchery	4.0	
6	110 kV	Vennakkara	11.0	
7	110 kV	Kanjikode	11 kV - 6.0; 22 kV - 3.0	
8	110 kV	Parali	3.5	
9	110 kV	Walayar	20.0	
10	110 kV	Malampuzha	2.0	
11	110 kV	Mannarkkad	2.0	
12	110 kV	Kalladikkode	8.0	
13	110 kV	Ottappalam	1.0	
14	110 kV	Pathiripala	8.0	
15	110 kV	Cherpulassery	1.0	
16	110 kV	Koppam	0.0	
17	110 kV	Kooottanad	5.0	
18	110 kV	Nenmara	5.0	
19	66 kV	Chittur	4.0	
20	66 kV	Kannampully	3.0	
21	66 kV	Medical College, Palakkad	5.0	
22	33 kV	Meenakshipuram	3.0	
23	33 kV	Vannamada	3.0	

24	33 kV	Velanthavalam	2.0	
25	33 kV	Muthalamada	2.0	
26	33 kV	Pallassena	3.0	
27	33 kV	Koduvayur	4.0	
28	33 kV	Nelliyampathy	2.0	
29	33 kV	Alathur	2.0	
30	33 kV	Chitadi	2.0	
31	33 kV	Tarur	2.0	
32	33 kV	Vydhyuthi bhavanam	11 kV -2.0	
33	33 kV	Olavakkode-Kalpathy	11 kV - 3.0	
34	33 kV	Sreekrishnapuram	1.0	
Sl no	Voltage Level	Substation Name	Additional Load Feasible (MVA) as on 31/03/2021	Remarks
35	33 kV	Maniyampara	2.0	
36	33 kV	Kongad	2.0	
37	33 kV	Agali	3.0	
38	33 kV	Alanallur	0.0	
39	33 kV	Pattambi	0.0	
40	33 kV	Thiruvegapura	3.0	
41	33 kV	Thrithala	2.0	
	33 kV	Chalissery	1.0	
TRANSMISSION CIRCLE THRISSUR				
1	400 kV	Madakkathara	3.0	
2	220 kV	Chalakudy	9.6	
4	110 kV	Angamaly	7.0	
5	110 kV	Kodakara	13.0	
6	110 kV	Mala	14.0	
7	110 kV	Ayyampuzha	14.0	
8	110 kV	Viyyur	9.0	
9	110 kV	Ollur	8.0	
10	110 kV	Pullazhi	18.0	
11	110 kV	Wadakkanchery	15.0	
12	110 kV	Pazhayannur	13.0	
13	110 kV	Kunnamkulam	2.5	
14	110 kV	Guruvayur	12.0	
15	110 kV	Athani	4.0	
16	110 kV	Arangottukara	12.0	
17	110 kV	Punnayurkulam	8.0	
18	110 kV	Irinjalakuda	9.0	
19	110 kV	Cherpu	5.0	
20	110 kV	Kattoor	8.0	
21	110 kV	Pudukad	5.0	
22	110 kV	Valapad	6.0	
23	110 kV	Kandassankadavu	7.0	With (N-1) condition 0 MVA with 80 % load of 12.5 MVA
24	110 kV	Kodungallur	3.0	

25	66 kV	Vaigai threads	8.7	
26	66 kV	Karukutty	7.0	
27	33 kV	Kalletumkara	1.8	
28	33 kV	Vellikulangara	4.0	
29	33 kV	Koratty	1.2	
30	33 kV	Annamanada	6.0	
31	33 kV	Pariyaram	4.0	
32	33 kV	Poomala	4.0	
33	33 kV	Pattikkad	3.0	
34	33 kV	Puthur	3.0	
35	33 kV	Parappur	5.0	
36	33 kV	Mulloorkara	4.0	
Sl no	Voltage Level	Substation Name	Additional Load Feasible (MVA) as on 31/03/2021	Remarks
37	33 kV	Chelakkara	5.2	
38	33 kV	Mundur	3.1	
39	33 kV	Chavakkad	1.0	
40	33 kV	Blangad	2.0	
41	33 kV	Erumapetty	1.5	
42	33 kV	Kongannur	2.8	
43	33 kV	Vellangallur	0.5	
44	33 kV	Parappukara	0.0	
45	33 kV	Chirakkal	2.0	
46	33 kV	Palakkal	0.5	
47	33 kV	Anthikad	2.0	
48	33 kV	Kaipamangalam	0.5	
49	33 kV	Anchangady	1.0	
50	33 kV	Methala	3.0	
51	33 kV	Vadanapilly	2.0	With (N-1) condition 0 MVA with 80 % load of 5 MVA.
52	33 kV	Mullassery	2.0	Not satisfying n-1 condition

***Important Notes:**

- Bids containing substations other than those from the above list will be rejected.
- Bidders are required to ascertain the bay availability and its quantum at the substations on their own. Regarding availability of connectivity at these substations, data as made available by KSEB Ltd shall be final and binding.
- In case the total number of Projects awarded at a substation does not match with the available bay structure, or the awarded Project capacity at one bay results in underutilization of that bay, the corresponding WPDs shall be required to pool their projects in line with the directions of KSEB Ltd for optimum resource utilization and in accordance with the Procedure for Grant of Connectivity at substations issued by KSEB Ltd or KSERC. Such additional costs, if any, shall be borne by the respective WPDs.

3.5.3. Bidders will be required to indicate their proposed substation at the time of bid submission in the Covering Letter (Annexure - Format 1). In case the WPD chooses to change its Delivery Point at any time after issuance of LoA, the new Delivery Point shall also be chosen from the list of designated Delivery Points as per Clause 3.5.2.

3.5.4 The transmission of power up to the point of interconnection where metering is done for

energy accounting, shall be the responsibility of the WPD. The arrangement of connectivity can be made by the WPD through a dedicated transmission line up to the Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the WPD. The maintenance of Transmission system up to the interconnection point shall be the responsibility of the WPD, to be undertaken entirely at its cost and expense.

- 3.5.5 Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the transmission substation through a common transmission line subject to the following conditions:
- i Acceptance of such an arrangement by KSEB Ltd.
 - ii Energy injected by each Project will be recorded and jointly signed by respective WPDs and copies of the same will be submitted to KSEB Ltd as required.
 - iii The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by KSEB Ltd.
 - iv In case of Pooling substation, losses in the transmission line between the Pooling substation and the transmission substation shall be apportioned among the WPDs who share such a Pooling arrangement, based on their monthly generation.
- 3.5.6 The WPD shall comply with SLDC/KSERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity. The scheduling of the power from the project as per the applicable regulation shall be the responsibility of the WPD and any financial implication on account thereof shall be borne by the WPD. In order to remove potential discrepancies and ambiguities, the WPDs, as part of scheduling of power from the Project, will be required to punch-in their respective schedules and subsequent revisions by themselves.
- 3.5.7 Reactive power charges and charges against power drawn from grid as per KSERC regulations, shall be payable by WPD as per provisions of PPA.
- 3.5.8 The WPDs will be required to apply for connectivity at the identified substations within 30 days of issuance of LoAs.
- 3.5.9 At least 30 days prior to the proposed commissioning date, the WPD shall be required to obtain a letter from KSEB Ltd confirming technical feasibility of connectivity of the plant to the transmission substation

3.6 Reactive Power Requirement:

All Wind Power Generators shall comply with the provisions in the CEA (Technical Standards for Connectivity to Grid) Amendment Regulations, 2013. Any WPG not complying with the provisions of CEA Regulations shall be liable to pay reactive power compensation, at the rate to be approved by the Commission, if the situation warrants.

3.7 Energy Supply by the Wind Power Developer

3.7.1 Criteria for Energy Supply:

The Bidders will declare the annual CUF of the Projects at the time of submission of response to this tender, and the WPDs will be allowed to revise the same once within first three years after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 22%. The WPD shall maintain generation so as to achieve annual CUF not less than 80% 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 KSEB Ltd 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 of the next year.

The WPDs are free to install additional wind turbines to account for auxiliary consumption in the Projects.

3.7.2 Shortfall in Energy Supply:

If for any Contract Year, it is found that the WPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the WPD, on account of reasons primarily attributable to the WPD; such shortfall shall be dealt as per the applicable provisions of the PPA.

3.8 Commissioning of Projects

Commissioning of the Project shall be carried out by the WPD in line with the procedure as per the PPA document. Commissioning certificates shall be issued by KSEB Ltd after successful commissioning.

3.8a Part Commissioning:

Part commissioning of the Project shall be accepted by KSEB Ltd subject to the following conditions:

The minimum capacity for acceptance of first part commissioning shall be 50% of the allocated Project Capacity. However, the Scheduled Commissioning Date will not get altered due to part commissioning. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPD 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 Scheduled Commissioning Date or from the date of full commissioning of the projects, whichever is earlier.

3.8b Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning:

i. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on **18 months** from the Effective Date of the PPA.

ii. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on **270 days** from the SCD or the extended SCD (if applicable).

iii. In case of delay in commissioning of the Project beyond the SCD until the date as per Sub Clause 3.8 ii above, as part of the liquidated damages, the total EMD amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 25 MW capacity, if commissioning of 10 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: $\text{PBG amount} \times (10/25) \times (18/270)$.

iv. In case Commissioning of the Project is delayed beyond the date as per Clause

ii above, without obtaining grant of time extension taken from KSEBL the PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.

v. It is to be noted that commissioning/part commissioning of the Project will not be declared until the WPD demonstrates possession of land in line with Clause 4.9, in addition to the other conditions as per the Commissioning Procedure. For part commissioning, portion of land on which the part of the project is commissioned should be under clear possession of the WPD in accordance with clause 4.9.

vi. In case of delay in commissioning of Project due to reasons beyond the reasonable control of the WPD, KSEB LIMITED may extend the SCD after examining the issue on a case-to case basis

3.8c Early Commissioning:

The WPD 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 LTA. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of KSEB Ltd. Such intimation regarding consent to procure energy from early commissioning shall be provided by KSEB Ltd within 30 days of receipt of the request being made by the WPD, beyond which it would be considered as deemed refusal.

In case KSEB Ltd does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the WPD will be free to sell such energy to a third party till the date of commencement of procurement of power from the Project as notified by KSEB Ltd.

4. STANDARD CONDITIONS OF CONTRACT

4.1 Obtaining Tender Documents

Interested bidders have to download the official copy of the tender documents from etender.kerala.gov.in after registration and online payment of the cost of the document.

4.2 Cost of Documents & Bid Processing Fees

Prospective Bidders are required to submit their Project proposals in response to this document along with a nonrefundable processing fee/ EMD as mentioned in the RFS Notice.

The bank details of KSEB Ltd are available in the tender document.

Bids submitted without cost of the tender document and/or Bid Processing Fee (including partial submission of any one of the respective amounts), will be summarily rejected by KSEB Ltd.

MSMEs registered under /Udyog Aadhar are exempted from submission of Cost of the tender documents and Bid Processing Fee.

4.3 Project Scope & Technology Selection

The WPD shall set up the Project including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this document. All approvals, permits and clearances required for setting up of the Project and/or dedicated transmission network upto the Interconnection/ Delivery Point (along with connectivity and LTA), including those required from State Government and local bodies, shall be in the scope of the WPD.

4.4 Clearances Required from the State Government and Other Local Bodies

The Wind Power Developers are required to obtain all necessary clearances and permits as required for setting up the Projects, including but not limited to the following:

- a** Technical Approval from ANERT
- b** No Objection Certificate from Local Self-Governing body
- c** Environmental clearance (if applicable) for the Project.
- d** Forest Clearance (if applicable) for the land for the Project.
- e** Certified copy of proof for land holding
- f** Copy of Type Certificate of wind turbine from NIWE
- g** WPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 30 days of Effective Date of PPAs.

The above clearances, as applicable for the Project, will be required to be submitted to KSEB Ltd prior to commissioning of the Project, if sought by KSEB Ltd. In case of any of the above indicated clearances being not applicable for the said Project, the WPD shall submit an undertaking in this regard, and it shall be deemed that the WPD has obtained all the necessary clearances for establishing and operating the Project. Any consequence contrary to the above shall be the responsibility of the WPD.

The WPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the WPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

4.5 Declaration of Bid Security

The Bidder shall submit the declaration of bid security as per Annexures - Format 6 of this document as part of its bid. By submission of this declaration, the bidder accepts that if it withdraws or modifies its response to this tender during the bid validity period, it will be suspended/banned from bidding in future for KSEB Ltd tenders for a period of 2 years from the date of default as notified by KSEB Ltd. Provisions under Clause 6.3 of this document (Non-Responsive Bid) will result in deviation from the declaration submitted under Format 7.3A, and applicable action will be taken by KSEB Ltd in this regard. Further, provisions of this Clause will be triggered by any of the following:

1. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
2. In case, KSEB Ltd offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 4.7 of this document or does not execute the PPA within the stipulated time period;
3. If after issuance of LoA, it is found that the documents furnished by the bidder as part of response to TD are misleading or misrepresented in any way;.

4.6 Success Charges

The Selected Bidder shall have to pay INR 1.00 Lakh/ MW + 18% GST to KSEB Ltd towards administrative overheads, pre-commissioning and commissioning expenses. The payment has to be made by the WPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA or the date at least 07 days prior to the date of signing of PPA, whichever is earlier. Any delay in depositing the said amount to KSEB Ltd as mentioned above within the stipulated time shall attract late payment charges @18% per annum+18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to KSEB Ltd. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount. Further, the balance amount to be paid shall attract Interest rate @ SBI MCLR rate /annum on pro-rata basis.

4.7 Power Purchase Agreement (PPA)

- 4.7.1 KSEB Ltd shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this TD. A copy of standard PPA to be executed between KSEB Ltd and the selected WPD will be made available on e-tender website shortly. The PPA shall be signed within 60 days from the date of issue of Letter of Award (LoA), if not extended by KSEB Ltd. Subsequent extension in this timeline shall be finalized as mutually agreed by KSEB Ltd and the WPD. PPA will be executed between KSEB Ltd and selected bidder or its SPV separately for each Project.
- 4.7.2 PPA will be executed between KSEB Ltd and the WPD as per the breakup of the cumulative Project Capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative contracted capacity quoted, in the Covering Letter (Format 7.1), which can be changed by the WPD prior to signing of PPA. The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to KSEB Ltd at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA. Delays in connectivity and/or LTA for the Project(s) on account of changes in the project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder.
- 4.7.3 The PPAs shall be valid for a period of 25 years from the Scheduled Commissioning Date or from the date of full commissioning of the Projects, whichever is earlier. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the WPD and KSEB Ltd.
- 4.7.4 Successful bidders will have to submit the required documents to KSEB Ltd within 40 days

from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, KSEB Ltd shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA shall be the date as on 60 days from the date of issue of LoA, irrespective of the date of signing of PPA. In extraordinary cases of unavoidable delay on the part of KSEB Ltd in signing the PPAs, the effective date of PPA shall be the date of signing of PPA.

- 4.7.5** KSEB Ltd will be obliged to buy the entire power as per generation schedule, to be provided by the WPDs subject to limitations as per the PPA, required under grid regulations. However, the WPDs are required to achieve the minimum and maximum CUF as stipulated in clause 3.7.1
- 4.7.6** The WPDs will be free to reconfigure and repower their plants from time to time during the PPA duration, pursuant to clause 3.7.1 above. However, KSEB Ltd will be obliged to buy power only upto the Contracted Capacity as per the PPA.
- 4.7.7** The WPDs are free to operate their projects after expiry of the 25 years of PPA period if other conditions such as land lease etc. permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreement between the WPD and KSEB Ltd as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies and the relevant transmission utilities permit operation of the Project beyond the initial period of 25 years.
- 4.7.8** In addition to the above, the Successful Bidder shall also submit a detailed L-2 Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land procurement; order, supply and erection status of various Project components; financial arrangement/ tie up etc.

4.8 Financial Closure or Project Financing Arrangements

- 4.8.1** The Projects shall achieve Financial Closure within 07 (seven) months from the Effective Date of the PPA.
- 4.8.1** At the stage of financial closure, the WPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the WPD shall submit a certificate/necessary document from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The WPD shall also submit details of all planned/proposed wind turbine generators (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.
- 4.8.2** In case of default in achieving above condition as may be applicable within the stipulated time, KSEB Ltd shall be entitled to encash PBG and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the WPD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of WPD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of WPD to achieve commissioning by the Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, KSEB Ltd shall issue notices to the WPDs who are not meeting the requirements of Financial Closure as per the TD deadlines. The notice shall provide a period of 7 business days to the respective WPDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/MW/day. In case of non- submission of either the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days, KSEB Ltd shall encash the PBG of the corresponding WPDs and terminates the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the WPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the WPD. In case of the WPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the WPD shall be returned by KSEB Ltd. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the WPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

- 4.8.3 The WPD will have to submit the required documents to KSEB Ltd at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, KSEB Ltd shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

4.9 Land Arrangements for the Project

- 4.9.1 The WPD shall be entirely responsible for acquiring the land required for setting up the project and KSEB Ltd shall not in any manner be responsible for the same.
- 4.9.2 The WPD shall submit documents/Lease Agreements to establish possession/right to use 100% (hundred per cent) of the required land in the name of the WPD for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date.
- 4.9.3 The WPD shall submit a sworn affidavit from the authorized signatory of the WPD listing the details of the land and certifying that total land required for the Project is under clear possession of the WPD.
- 4.9.4 With respect to demonstration of land possession by the WPD, commissioning of the Project will not be allowed until the demonstration of land possession by the WPD in terms of this **Clause and Clause 3.8 b v** of the TD. However, in case of delays in demonstrating land possession by the WPD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.

4.10 Commercial Operation Date (COD)

Commercial Operation Date (COD) shall be the actual date of commissioning of the Project, as indicated on the Commissioning Certificate, upon successful commissioning of the full capacity of the Project. The 25-year tenure of PPA shall be as per the provisions of PPA. Any energy produced and flowing into the grid before COD shall not be at the cost of KSEB Ltd under this scheme and developers will be free to make short term sale to any organization or individual. KSEB Ltd may agree to buy this power as a trader if they find it viable outside this TD.

5. Instructions to Bidders for Structuring of Bid Proposals in Response to RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- i** Covering Letter as per **Format 1.**
- ii** In case of a Bidding Consortium, a Power of Attorney in favor of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 2.**
- iii** In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 3** along with Board resolution from each Member of the Consortium for participating in Consortium.
- iv** Format for Financial Requirements as per **Format 4** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
- v** A disclosure statement as per **Format 8**
- vi** **EMD- Format-6**
- vii** **Financial bid – Format 7**
- viii** **Bid Agreement- Format -9**
- ix** No deviation certificate –Format 10
- x** Attachments
 - x.a** Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
 - x.b** KSEB Ltd reserves the right to seek additional information to satisfy themselves that TD conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
 - x.c** Certified copies of annual audited accounts for the last financial year, i.e. FY 2020-21 (if available) or 2019-20, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

6. Important Notes and Instructions to Bidders

6.1 Important notes and instructions

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviation and referring to any other document for providing any information required in the prescribed format.
- ii) The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of TD. The documents submitted online will be verified before signing of PPA in terms of **Clause 4.7** of the TD.
- iii) If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to TD, in any manner whatsoever, KSEB Ltd reserves the right to reject such response to TD and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to TD.
- iv) If the event specified at 6.1.iii is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- v) Response submitted by the Bidder shall become the property of KSEB Ltd and KSEB Ltd shall have no obligation to return the same to the Bidder.
- vi) All documents of the response to TD submitted online must be digitally signed by the person authorized (Power of attorney)
- vii) The response to TD shall be submitted as mentioned in **Clause 5** of the TD. No change or supplemental information to a response to TD will be accepted after the scheduled date and time of submission of response to TD. However, KSEB Ltd reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to TD.
- viii) All the information should be submitted in English language only.
- ix) Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- x) Responses to TD that are incomplete, which do not substantially meet the requirements prescribed in this TD, will be liable for rejection by KSEB Ltd.
- xi) Response to TD not submitted in the specified formats will be liable for rejection by KSEB Ltd.
- xii) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xiii) Non-submission and/ or submission of incomplete data/ information required under the provisions of TD shall not be construed as waiver on the part of KSEB Ltd of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- xiv) The Kerala State Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between WPD and KSEB Ltd. Subject to the above, only Thiruvananthapuram Courts shall have exclusive jurisdiction in all matters pertaining to this TD.

6.2 All the financial transactions to be made with KSEB Ltd including success fee, delay charges (except charges for delay in Financial Closure), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the TD/PPA.

6.3 Non-Responsive Bid

The electronic response to TD submitted by the bidder along with the documents submitted online to KSEB Ltd shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to TD shall be checked for compliance with the submission requirements set forth in this TD.

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- a) Non-submission of the requisite Cost of TD and/ or Processing Fee as mentioned in the Bid Information Sheet.
- b) Response to TD not received by the due date and time of bid submission.
- c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and

Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.

- d) Any indication of tariff in any part of response to the TD, other than in the financial bid.
- e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- f) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this TD, then all these bids submitted shall be treated as non-responsive and rejected.
- g) In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

6.4 Method of Submission of Response to RfS by the Bidder

6.4.1 Documents to be submitted offline (in Original)

The bidder has to submit original of following documents offline.

- i) BG towards EMD
- ii) Bid agreement

6.4.2 Documents to be Submitted Online:

Detailed instructions to be followed by the Bidders for online submission of response to TD as stated in Annexure-B. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

All documents of the response to TD submitted online must be digitally signed and uploaded, which should contain the following:

I Technical Bid (First Envelope)

- i)** Details of BG towards EMD
- ii)** The scanned copy of bid agreement as per Annexure-I attached, in plain paper.
- iii)** Bid documents (duly filled in).
- iv)** Financial statements to prove turn over and Solvency/ Net worth certificate
- v)** Scanned copy of other documents mentioned elsewhere in the bid document with all pages serially numbered.

II Financial Bid (Second Envelope)

BOQ (Price Bid)

Only single tariff bid for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the 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 nonresponsive.

Important Note:

- a** The Bidders shall not deviate from the naming and the numbering of formats of envelopes mentioned above, in any manner.
- b** In each of the envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- c** All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- d** In case the Bidder submits the online documents within the bid submission deadlines and fails to submit the offline documents in the office of KSEB Ltd within the bid

submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the e-portal. Similarly, bids submitted offline but without any online submission on e-portal shall not be opened.

6.4.3 Validity of the response to RfS:

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One hundred and eighty) days reckoned from the date of opening of bid. KSEB Ltd reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

6.5 Bid Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. KSEB Ltd shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

6.6 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

Clarifications/ Doubts, if any, on tender document may be emailed to ceres@kseb.in. KSEB Ltd will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and KSEB Ltd's response will be uploaded in the e-tendering portal www.etender.kerala.gov.in. If necessary, amendments, clarifications and elaborations shall be issued by KSEB Ltd which will be notified on the web site. No separate reply/ intimation will be given for the above, elsewhere.

A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on KSEB Ltd's website)

6.7 Right of KSEB Ltd to Reject a Bid

KSEB Ltd reserves the right to reject any or all of the responses to TD or cancel the TD or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount is credited to KSEB Ltd's account), without any interest, shall be returned to the respective Bidders.

6.8 Post Award Compliances

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/ Conditions Subsequent PPA, Commissioning, etc. will be the sole responsibility of WPD. KSEB Ltd shall not be liable for issuing intimations/ reminders to WPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with WPD by KSEB Ltd for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional document required as per the conditions of Guidelines, TD and PPA must be timely submitted by the WPD.

7. QUALIFICATION REQUIREMENTS FOR BIDDERS

Short listing of Bidders will be based on the following Criteria:

7.1 General Eligibility Criteria

Bidders participating in the tender will be required to meet the following eligibility criteria (as applicable).

- 7.1.1 The Bidder shall be a Company as defined.
- 7.1.2 Bidding Consortium, with one of the Companies as the Lead Member,
- 7.1.3 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, GoI, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the criteria for its bid to be considered for evaluation under the tender
- 7.1.4 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

7.2 Technical Eligibility Criteria

- 7.2.1 Deleted.
- 7.2.2 Under this tender, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder shall provide information about the wind turbines proposed to be installed in the project at the time of Financial Closure.
- 7.2.3 In order to ensure that 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) issued by MNRE as updated until the Scheduled Commissioning Date of the projects will be allowed for deployment under the Scheme.
- 7.2.4 The Projects shall also comply with the criteria for power supply as detailed in **Clause 8** of the TD.
- 7.2.5 In order to ensure the quality of performance of the system, the Bidder shall provide the proposed wind farm layout with map showing location of wind turbine generators (WTG), Configuration of arrays and spacing between WTGs, Boundary Clearances, Wind Rose, Wind regime characteristics Weibull parameters) at hub height and Estimation of Annual Energy Production.

7.3 Financial Eligibility Criteria

7.3.1 **Net-Worth/Solvency:**

- i) Solvency Certificate for an amount equal to or greater than INR 1.2 Crores/ MW of the quoted capacity, obtained from Nationalised Scheduled Bank within 6 months prior to the date of tender
OR
- ii) Net worth certificate equal to or greater than INR 1.2 Crores/ MW of the quoted capacity, issued by the Chartered Accountant within 6 months shall be submitted.

7.3.2 **Turn over:**

Should have a minimum annual turnover of INR 60 Lakhs/ MW of the quoted capacity, for any three years out of the last five years. Copies of Audited statement of accounts shall be submitted. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

- 7.3.3 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.

7.3.4 In case the response to this tender is submitted by a Consortium, then the financial requirement (both the Net-Worth and Turnover requirements) to be met cumulatively by all the parties of consortium.

8. EVALUATION OF PROPOSAL

8.1 Evaluation Criteria

8.1.1 Bid Evaluation

The evaluation process comprises the following four steps:

Step I – Responsiveness check

Step II – Bid Evaluation of Non-Financial Bid

Step III - Evaluation of Financial Bid

Step IV – Successful Bidder(s) selection

1) Step I – Responsiveness Check

The Bid submitted by the Bidder shall be scrutinized to establish “Responsiveness”. Each Bid shall be checked for compliance with the submission requirements set forth in this RFS. Hard copies of documents submitted by Bidder in Sealed Envelope (specifying the bidder details and tender Name & No.) as detailed under Clause 15.5 to the Chief Engineer (REES), will be opened first, verified and recorded. Online Bids of those Bidders failing to submit the hard copies of the documents shall not be opened and will be summarily rejected.

Any of the following conditions shall cause the Bid to be “non-responsive”:

- 1 Bids that are incomplete, i.e., not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable board resolutions, format for disclosure, valid EMD, Consortium Agreement and Bid Agreement.
- 2 Bids not received by the due date and time.
- 3 Bids having Conflict of Interest
- 4 Bids being conditional in nature.
- 5 Bidder submitting or participating in more than one Bid either as a Company or as a Member of Bidding Consortium.
- 6 Bidder delaying in submission of additional information or clarifications sought by KSEBL as applicable;
- 7 Bidder makes any misrepresentation as specified in RfS.

2) Step II–Evaluation Of Non-Financial Bid

Evaluation of Non-Financial Bid – Cover I will be carried out considering the information furnished by Bidders as prescribed under the RfS&RfS Documents. This step would involve evaluation of the Bid of the Bidding Company / Bidding Consortium as per the provisions specified in this RFS. Technical evaluation of the bidders as per technical qualification criteria detailed under clause 3.3 will be carried out to find out technically competent bidders. Bidders will be evaluated based on the financial qualification criteria laid down under clause 3.4 to find out financially sound bidders. The bids of those bidders who qualify both technically and financially will only be considered for further processing.

3) Step III - Evaluation Of Financial Bid

Financial Bids (Cover II, Initial Price Offer) of the Qualified Bidders shall be opened online, on the date which will be intimated by the KSEBL in the DEEP e-bidding portal of MSTC. The evaluation of Financial Bid shall be carried out based on the information furnished in Cover II (Financial Bid).

The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of this RFS. Any Bid not meeting any of the requirements as per this RFS may cause the Bid to be considered “non-responsive” at the sole decision of KSEBL. Financial Bid not in conformity with the requirement of this RFS shall be rejected.

Tariff as completely quoted by the bidder shall be firm.

4) Step IV – Successful Bidder(S) Selection

Bids qualifying in Step III shall only be evaluated in this stage. The Financial Bids of all Qualified Bidders shall be ranked based on the quoted tariff from the lowest to the highest. The bids will be arranged in ascending order of quotes received. Bid with lowest tariff will be marked L1.

The Evaluation Committee shall have the right to reject all financial bids if the rates quoted are above the maximum tariff specified by KSEBL.

8.2 Determination Of Responsiveness Of The Financial Bids

- a. Prior to evaluation of the financial bid of the Qualified Bidders, KSEBL will examine the Financial Proposals to determine whether they are complete, generally in order, provided in the specified format and are otherwise substantially responsive to the requirements of the Bidding Documents.
- b. If any financial bid is found to be non-responsive to the requirement of the Bid Documents, such financial bid will be rejected by KSEBL and will not be considered for further evaluation.

9. LETTER OF AWARD AND SIGNING OF THE POWER PURCHASE AGREEMENT

9.1 Letter of Award (LoA)

Upon the selection of the Successful Bidder, KSEBL will issue the LOA to the Successful Bidder(s) in duplicate. The Successful Bidder(s) shall, within 7 (seven) days of receipt of the LOA, sign and return, as acknowledgment, the duplicate copy of the LOA. If the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, KSEBL may, unless it consents to an extension, withdraw the LoA and forfeit the Earnest Money Deposit of the Successful Bidder.

9.2 Signing Of the Power Purchase Agreement

The Successful Bidder or the SPV formed by the Successful Bidder, as the case may be, will execute the Power Purchase Agreement upon satisfying the following conditions:

1. Sign and return, as acknowledgment, the copy of LOA, submit the Performance Guarantee

A successful bidder within 15 days of issuance of Letter of Award (LoA) shall sign Performance Agreement in white paper as per the Proforma given in RfS. The EMD made by the successful bidder who fails to execute the Agreement shall be forfeited. Since there is no Performance Bank Guarantee for the project, the Bank Guarantees shall be valid for a period suitable enough to cover the project commissioning period and the subsequent maximum delay period allowed with encashment of Bank Guarantees, from the date of signing the PPA. In case any extension is given to the project, the corresponding extension needs to be made in the PBG. The Performance Bank Guarantees shall be returned only after the official declaration of the Commercial Operation Date of the project capacity offered by the successful bidder. Accordingly, the Earnest Money Deposit submitted by the bidders shall be valid initially for two years and shall be kept renewed till the COD declaration of the project. However, in case the Project is not selected, KSEBL shall release the Bank Guarantees after the completion of e-bidding process.

In case where the Non-Financial Proposals of any bidders are not found acceptable due to any reason as specified in the RfS document, the bids of such bidders shall be returned unopened. In effect in e-Tenders, this shall mean return of Earnest Money Deposit, but Bid Submission fee will not be returned.

9.3 Contract Award And Conclusion

- 9.3.1 After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of RfS bids shall provide appropriate certification on conformity of the bidding process evaluation according to the provisions of the RfS document.
- 9.3.2 KSEBL shall make the successful bids public for the purpose of transparency by indicating all the components of tariff quoted by all the successful Bidders, after signing of the Performance Agreement or effective date, whichever is later. While doing so, only the name of the successful Bidder(s) and the tariffs quoted by them shall be made public and details of tariffs quoted by other Bidders shall not be made public. For above purpose, requisite details shall be posted on the website of KSEBL.
- 9.3.3 In the event of Successful Bidder failing to fulfill the above conditions set out in this RFS, then KSEBL may, unless it consents to an extension, withdraw the LOA and forfeit the Earnest Money Deposit of the Successful Bidder.
- 9.3.4 Unless otherwise provided for in this RFS, the Successful Bidder will not be entitled to seek any deviation in the Power Purchase Agreement.
- 9.3.5 The Successful Bidder will bear all costs associated with signing of all the Power Purchase Agreement, including payment of any stamp duty, registration charges, etc. KSEBL will not be responsible or liable for any costs in relation to signing of the Power Purchase Agreement.
- 9.3.6 Subject to provisions of the Act, the distribution licensee or the Intermediary Procurer, as the case may be, shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act. In case, the Appropriate Commission does not decide upon the same within sixty days of such submission, the tariffs shall be deemed to be have been adopted by the Appropriate Commission."

10 MISCELLANEOUS

10.1 Bid Documents

11.1.1 The bid documents as a whole including the RfS, its annexure, clarifications, addenda, corrigenda etc, LOA and all other correspondences relevant to finalization of the PPA etc shall form part of the PPA. In case of any contradictions between any documents the order of priority as detailed below will operate:

- a. PPA – top priority
- b. Letter of Award (LOA)
- c. Any other correspondences relevant to finalization of LOA
- d. Corrigenda
- e. Addenda
- f. Clarifications
- g. RfS – least priority

11.1.2 The Bid Documents must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Bid Documents, the Bidder must inform KSEBL at the earliest. KSEBL will then direct the Bidders regarding the interpretation of the Bid Documents.

11.1.3 The Bidders, after registering themselves on the E-bidding Portal must download the Bid Documents from the E-bidding Portal. KSEBL shall not be responsible for the completeness of the Bid Documents, if they are not procured in accordance with this RFS.

10.2 Acknowledgment By The Bidder

It shall be deemed that by submitting a Bid, the Bidder has:

1. Made a complete and careful examination of the Bid Documents (including all instructions, forms, terms and specifications) and any other information provided by KSEBL in the Bid Documents or pursuant to this RFS and that the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFS in any respect will be at the Bidder's risk and may result in rejection of the Bid;
2. Received all relevant information requested from KSEBL;
3. Accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of KSEBL;
4. Satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid, for the development of the Project and performance of its obligations under the Power Purchase Agreement;
5. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Documents or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from KSEBL, or a ground for termination of the Power Purchase Agreement; and
6. Agreed to be bound by the undertakings provided by it under and in terms of this RFS and the Power Purchase Agreement.

10.3 Rights Of KSEBL

10.3.1 KSEBL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

1. suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
2. Consult with any Bidder in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the Financial Capacity requirement at any stage of the Bid Process;
3. Retain any information, documents and/or evidence submitted to KSEBL by and/or on behalf of any Bidder;
4. Independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
5. Reject a Bid, if:
 - at any time, a material misrepresentation or incorrect or false information is made or uncovered;
 - the Bidder in question does not provide, within the time specified by KSEBL, the supplemental information sought by KSEBL for evaluation of the Bid; or
 - the Bid does not meet the validity requirement as set out of the RFS;

6. Accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders. If KSEBL annuls the Bid Process and rejects all Bids, it may, in its sole discretion, invite fresh Bids from all the Qualified Bidders.
- 10.3.2 In the event KSEBL exercises its right under the Bid Documents to reject a Bid and consequently a Qualified Bidder or the Bidder which, during the Reverse Auction Process, quoted the lowest tariff gets disqualified or rejected, then KSEBL reserves the right to:
 - a. Select the Qualified Bidder or the Bidder which, during the Reverse Auction Process, quoted the next lowest Tariff; or
 - b. Take any such measure as may be deemed fit in the sole discretion of KSEBL, including inviting fresh Bids from the Qualified Bidders or annulling the Bid Process.
- 10.3.3 In the event it is discovered during the Bid Process, at any time before signing the Power Purchase Agreement or after their execution and while they are in force that the Technical Capacity and/or the Financial Capacity requirement has not been met by a Bidder or a Bidder has made misrepresentation or has given any incorrect or false information, then:
 - a. The bidder shall be disqualified forthwith, if not declared as the Successful Bidder by the issuance of the LOA; or
 - b. The LOA shall be liable to be cancelled or the Power Purchase Agreement shall be liable to be terminated forthwith, if the Bidder has been declared as the Successful Bidder. KSEBL shall not be liable in any manner whatsoever to the Bidder for such cancellation or termination

KSEBL shall have the right to forfeit and appropriate the Earnest Money Deposit, and if after the execution of the Power Purchase Agreement, shall have the right to forfeit and appropriate the performance guarantees, as a mutually agreed genuine pre-estimate of the loss suffered by KSEBL. Such forfeiture will be without prejudice to any other right or remedy that KSEBL may have under the Bid Documents, the Power Purchase Agreement and/or the applicable law.

10.4 Correspondence With Bidders

Save as expressly provided in the Bid Documents, KSEBL will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

10.5 Confidential Information And Proprietary Data

10.5.1 Proprietary Data

All documents and other information provided by KSEBL or submitted by a Bidder to KSEBL will remain or become the property of KSEBL. The Bidders are required to treat all information provided by KSEBL in the Bid Documents as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.

10.5.2 Confidentiality Obligations Of KSEBL

KSEBL shall treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. KSEBL may not divulge any such information or any information relating to the evaluation of the Bids or the Bid Process, unless:

1. such publication is contemplated under these Bid Documents; or
2. such publication or disclosure is made to any Person who is officially concerned with the Bid Process or is a retained professional advisor advising KSEBL or the Bidder on matters arising out of or concerning the Bid Process; or
3. such publication is made for promoting the Project, including the names of Bidders that participated in the Bid Process and the tariff quoted by them; or
4. it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
5. such publication is to enforce or assert any right or privilege of the statutory authority and/or KSEBL or as may be required by law (including under the Right to Information Act, 2005); or
6. in connection with any legal process.

10.6 Fraud And Corrupt Practices

- 10.6.1 The Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFS, KSEBL may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

- 10.6.2 Without prejudice to the rights of KSEBL under **Clause 10.6.1** above, if a Bidder is found by KSEBL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by KSEBL, either indefinitely or for a period of time specified by KSEBL, from the date such Bidder is found by KSEBL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- 10.6.3 For the purposes of this **Clause 10.6**, the following terms will have the meanings given to them below:
- A. CORRUPT PRACTICE** means:
- offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Government of Kerala or KSEBL who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Project or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the Government of Kerala or KSEBL, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or
 - appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of all the Power Purchase Agreement, as the case may be, any Person in respect of any matter relating to the Project, the Bid Process or the Power Purchase Agreement, who at any time has been or is a legal, financial or technical advisor of the Government of Kerala or KSEBL on any matter concerning the Project.
- For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Bidder or any of its Affiliates in the past but its assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of the RFS. Nor will this restriction apply where such adviser is engaged after a period of 2 (two) years from the date of signing of the Power Purchase Agreement;
- B. FRAUDULENT PRACTICE** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
- C. COERCIVE PRACTICE** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- D. UNDESIRABLE PRACTICE** means
- establishing contact with any Person connected or employed or engaged by KSEBL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or
 - having a conflict of interest, as defined in the RFS; and
- E. RESTRICTIVE PRACTICE** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

10.7 Governing Law And Jurisdiction

10.7.1 Governing Law

The Bid Process, the Bid Documents and the Bids shall be governed by, and construed in accordance with, the laws of India.

10.7.2 Exclusive Jurisdiction

The competent courts at Thiruvananthapuram shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process and the RfS.

10.8 Interpretations

- 1 Words comprising the singular shall include the plural & vice versa
- 2 An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 3 A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 4 Different parts of this contract are to be taken as mutually explanatory and supplementary to each

other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

- 5 The table of contents and any headings or sub headings in the contract has been inserted for ease of reference only & shall not affect the interpretation of this agreement.

10.9 Change In Law

- 10.9.1 The term Change in Law shall refers to the occurrence of any of the following events after the last date of the bid submission, including
- a. the enactment of any new law; or
 - b. an amendment, modification or repeal of an existing law; or
 - c. the requirement to obtain a new consent, permit or license; or
 - d. any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Developer; or
 - e. any change in the rates of any Taxes which have a direct effect on the Project.
- 10.9.2 However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends.
- 10.9.3 In the event a Change in Law results in any adverse financial loss/ gain to the Renewable Power Generator then, in order to ensure that the Wind Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Wind Power Generator/ KSEBL shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

Sd/-

Chief Engineer (REES)

11. PPA DRAFT

KERALA STATE ELECTRICITY BOARD LIMITED

REQUEST FOR SELECTION

FOR

Selection of Wind Power Developers for setting up of 65 MW Grid- connected Wind Power Projects in Kerala under Tariff based Competitive Bidding, on Long Term Basis for a period of 25 Years

POWER PURCHASE AGREEMENT

ISSUED BY

THE CHIEF ENGINEER (REES), KSEBL

As per the Bidding Guidelines No.23/54/2017–R&R dated December 8, 2017 and its clarifications / amendments issued by the Ministry of Power in terms of Section 63 of the Electricity Act, 2003

KERALA STATE ELECTRICITY BOARD LIMITED

Power Purchase Agreement

Between

Kerala State Electricity Board Limited

And

(Insert Name of Wind Project Developer)

for

Procurement of MW Wind Power on long term basis

As per the Bidding Guidelines No.23/54/2017–R&R dated December 8, 2017 and its clarifications / amendments issued by the Ministry of Power in terms of Section 63 of the Electricity Act, 2003

Dated day of 21.....

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(In Non Judicial Stamp Paper for Rs. 200)

Power Purchase Agreement No...

THIS POWER PURCHASE AGREEMENT [the "Agreement"] is made on the day.....of..... 20.... at Thiruvananthapuram

BETWEEN

Kerala State Electricity Board Ltd, a Company incorporated in India and registered under the Companies Act, 1956, having its registered office at **Vydyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004** (hereinafter referred to as "KSEBL", or "Procurer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the '**FIRST PART**'

AND

M/s....., a company incorporated under the Companies Act 1956/2013, having its registered office at(herein after referred to as "Generator" or "Wind Power Generator or WPG", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the '**SECOND PART**';

Generator or "Wind Power Generator" and KSEBL are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

- A) Kerala State Electricity Regulatory Commission (KSERC) as per Notification no 442/CT/2017/KSERC, dated Thiruvananthapuram, 02.11.2017, has issued the Kerala State Electricity Regulatory Commission (Renewable Energy) Amendment Regulations, 2017 for promoting the Wind Energy in Kerala,
- B) Kerala State Electricity Board Limited has initiated a bid process, issuing an RfS, in line with the bidding guidelines notified by the Ministry of Power on 8th December 2017 to purchase power generated from Grid connected Wind Power Projects for 25 years,
- C) Pursuant to the said bidding process M/s(WPG) had submitted the RfS, and after meeting the eligibility requirements, got selected by KSEBL for the acquisition of land, construction, operation, maintenance and supply of power from the wind power project of capacity MW (details as given in Schedule 1 to 4), to KSEBL in accordance with the terms of this Agreement,

- D) KSEBL has issued a Letter of Award (LoA) dated day of 2021, which M/s. (WPG) has acknowledged and accepted as per its letter dated Day of 2021
- E) M/s (WPG) has provided to KSEBL, Performance Bank Guarantee for Rs..... as per format specified in RfS **and M/s.....(WPG) have formed a project company for implementation and operation of this project.** (Delete if not required),
- F) The WPG has agreed to sign this Power Purchase Agreement with Procurer for sale of Wind Power by the WPG to KSEBL, for 25 years as per the terms and conditions of this Agreement,
- G) KSEBL agrees to procure Wind Power up to the Contracted Capacity from the WPG as per the terms of this Agreement,
- H) The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the purchase of power by KSEBL from the WPG,

AND

- I) All the other RfS Documents as a whole including the RfS, its Annexures, Clarifications, Addenda, Corrigenda etc, LOA and all other correspondences relevant to finalization of the LOA / PPA etc will be executed by the Procurer and the Generator (WPG) simultaneously with the signing of this Agreement. In case of any contradictions between any of the above documents the order of priority as detailed below will operate:

1. PPA - the top priority
2. Letter of Award (LOA)
3. Any other correspondences relevant to finalization of LOA/PPA
4. Corrigenda
5. Addenda
6. Clarifications
7. RfS – least priority

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATIONS

1.1 Definitions:

In this Agreement, the following words and expressions shall have the respective meanings set forth herein:

1. **Act or Electricity Act, 2003** shall mean Electricity Act, 2003 and include any modifications, amendments and substitution from time to time
2. **Affected Party** means KSEBL or the Wind Power Generator (WPG) whose performance has been affected by an event of Force Majeure.
3. **Affiliate** shall mean a person who controls, is controlled by, or is under the common control with such Company. The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.
4. **Agreement or Power Purchase Agreement or PPA** shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof and as per mutual consent.
5. **Appropriate Commission** : Shall mean the Kerala State Electricity Regulatory Commission (KSERC) or such other succeeding authority or commission
6. **Approvals**: shall mean the permits, clearances, licenses and consents as are listed in Schedule 8 hereto and any other statutory approvals required for generation and sale of power.
7. **Bank Guarantee**: Shall mean the Bank Guarantee issued in favor of the KSEBL by a Nationalized Bank or Scheduled Bank in India.
8. **Bill Dispute Notice**: shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill.
9. **Billing period**: shall be the calendar month ending with the metering date for that month. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering date corresponding to the month in which the Commercial Operation Date occurs. The last billing period shall commence from the 1st day of the last month of the PPA period till the expiry of the PPA.
10. **Business Day**: shall mean a day other than Sunday or a statutory holiday, on which both the banks and offices of KSEBL remain open for business in Thiruvananthapuram.
11. **Capacity Utilisation Factor or CUF**: CUF means the ratio of actual kWh (units) of energy generated by a wind plant in a contract year (A) and contracted capacity in kW (B) multiplied with number of hours in the same contract year(C) at the designated

interconnection point, on Contract Year basis expressed as a percentage; {ie $CUF = A \times 100 / (B \times C)$ }

- 12. CEA: shall mean Central Electricity Authority.**
- 13. CERC:** shall mean the Central Electricity Regulatory Commission.
- 14. CTU (Central Transmission Utility):** shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.
- 15. Change in Law:** shall have the meaning ascribed thereto in Article 12.1 of this Agreement;
- 16. Commercial Operation Date (COD):** shall be the date on which the commissioning certificate is issued upon the successful commissioning of the full capacity of the project or the last part capacity of the project as the case may be.
- 17. Consents, Clearances and Permits:** shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power.
- 18. Contracted Capacity:** shall mean the net capacity in MW contracted between the Generator and the Procurer at the Delivery Point as provided in the PPA.
- 19. Contract Year:** shall mean the period beginning on the Scheduled Commissioning Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the PPA.
- 20. Competent Court of Law:** shall mean any court or tribunal or any similar judicial or quasi-judicial body in Kerala that has jurisdiction to adjudicate upon issues relating to this Agreement.
- 21. Consultation Period:** shall mean the period of sixty (60) days or such other longer period as the Parties may agree commencing from the date of issuance of a Generator Preliminary Default Notice or Procurer Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances.
- 22. Day:** shall mean 24 hours period beginning at 0.00 hours Indian Standard Time and ending at 24.00 hours on the same day. If such a day is not a Business Day, the immediately succeeding Business Day.
- 23. Delivery Point:** shall mean the point at the voltage level of kV or above of any ISTS Substation owned by CTU to which the wind power project is connected through a dedicated transmission line. Metering shall be done at this point. For interconnection with grid and metering, the WPG shall abide by the relevant and applicable regulations /

Grid Code notified by CERC and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed there under by the appropriate commission or CEA.

~~All charges and losses relating to transmission of power from the project up to Delivery Point (including but not limited to open access, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC / SLDC charges etc.) as notified by the competent authority / regulator shall be borne by the WPG and all charges and losses beyond the Delivery Point as notified by the competent authority / regulator from time to time shall be borne by the Buying Utility.~~

In case of bidders offering power from plants located entirely within the State of Kerala, the metering point shall be at the power evacuation substation / switchyard forming part of the Intra State Transmission Network in the State of Kerala.

- 24. Despatch instructions** shall mean all the instructions received from Load Despatch Centre of respective control area for real time scheduling & despatch of power generation to grid in accordance with prudent utility practices envisaged in IEGC and also as per this Agreement.
- 25. Due Date of Payment** shall mean the **30th** day of receipt of bill. If such day is not a business day, the immediately succeeding day shall be the due date.
- 26. Effective Date:** shall have the meaning ascribed thereto in Clause 2.1 of this Agreement;
- 27. Electricity Laws** shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission.
- 28. Energy Accounts** shall mean the energy accounts issued by the SRPC for each Month, including the revisions and amendments thereof.
- 29. Event of Default** shall mean the events as defined in Article 13 of this Agreement.
- 30. Expiry Date** Shall mean the date occurring twenty five (25) years from the Scheduled Commissioning Date of last Unit of the Project, provided the supply of power shall be limited for a period of 25 years from the Scheduled Commissioning Date of wind project.
- 31. Force Majeure or Force Majeure Event** shall have the meaning ascribed thereto in Article 11 of this Agreement.
- 32. Grid Code / State Grid Code** shall mean the Grid Code specified by CERC under clause (h) of sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or State Grid Code as specified by KSERC referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act. **Indian Governmental Instrumentality** shall mean the Government of India, Government of State of Kerala and any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of

Government of India or the above state Government or both, any political sub division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi judicial body in India.

33. Invoice or Bill shall mean a Monthly Invoice, Monthly bill or a Supplementary Invoice /Supplementary Bill by any of the Parties.

34. Interconnection Point or Injection Point: Shall mean the point at voltage level kV or above, where the power from the Wind Power Projects is injected into the identified ISTS Substation owned by CTU. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the WPGs shall abide by the relevant CERC / SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

In case of bidders offering power from plants within the State of Kerala interconnection/injection point shall be,

(a) the line isolator, if voltage transformation is not required for connecting to the Intra State Transmission Network in the State of Kerala;

or

(b) The bus isolator at the voltage of injection, if voltage transformation is required before connecting to substation / Switchyard of the Intra State Transmission Network in the State of Kerala.

35. Injected Energy Shall mean the kilo Watt hours of Electricity actually fed and measured by the energy meters at the metering point in a Billing Period as per the certified joint meter reading (for generators within Kerala)/ REA

36. Interconnection facilities shall mean the facilities on WPG's side of the Delivery Point for transmitting and metering the electrical output in accordance with this agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment etc and, subject to Article 7, the Metering System required for supply of power as per the terms of this agreement;

37. Installed capacity means the capacity of the Project measured at the generator terminals.

38. kV or KV shall mean kilo Volts.

39. KSEBL shall mean the Kerala State Electricity Board Limited, a company incorporated under the Indian Companies Act, 1956 having its headquarters at Vydyuthi Bhavanam, Pattom, Thiruvananthapuram 695 004 or its successors or assigns.

- 40. KSERC** shall mean the Kerala State Electricity Regulatory Commission constituted under Section 82 of the Electricity Act, 2003.
- 41. kWh or KWH or KWh** shall mean kilo Watt-hour.
- 42. Law** shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all applicable rules, regulations and orders of the Appropriate commission.
- 43. Lead Member of the Bidding Consortium or Lead Member** shall mean the Member which commits at least 51% equity stake in the Project Company and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement specified in the RFS.
- 44. Letter of Credit or LC** shall have the meaning ascribed thereto in Article 10 of this Agreement.
- 45. Metering Date** shall mean the first day of each calendar month at a scheduled time mutually agreed between the parties. However the metering date of the financial year ends at 24:00 hrs on 31st March of financial year and for the last billing period it shall mean 24.00 hours on the expiry date of the PPA.
- 46. Metering Point** shall mean the point located at the Interconnection Point, at which energy supplied to KSEBL is measured.
- 47. Month** shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month.
- 48. MW** means Megawatts or Mega Watts.
- 49. Party and Parties** shall have the meaning ascribed thereto in the recital to this Agreement;
- 50. Payment Security Mechanism** shall have the meaning ascribed thereto in Article 10 of this Agreement;
- 51. Performance Bank Guarantee (PBG)** shall mean the irrevocable, unconditional Bank Guarantee submitted by the successful bidder to KSEBL from a bank a nationalized bank / scheduled bank.
- 52. Pooling Substation / Pooling Point:** shall mean a point where more than one Wind Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the WPG(s) to get connected to the ISTS

substation. The voltage level for such common line shall be kV or above for projects outside the state of Kerala and at appropriate voltage level of the substation selected for interconnection for projects within the state of Kerala. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation owned by CTU. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering, forecasting and scheduling of individual Projects. . The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

- 53. **Preliminary Default Notice** shall have the meaning ascribed thereto in Article 13 of this Agreement;
- 54. **Project** Shall mean the Wind power Project as detailed under Schedule 1 of this Agreement.
- 55. **Project Site** means any and all parcels of real property, rights-of-way, easements and access roads related to the Plant.
- 56. **Prudent Utility practices:** means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.
- 57. **RBI** shall mean the Reserve Bank of India
- 58. **Rebate** shall have the same meaning as ascribed thereto in Article 10 of this Agreement;
- 59. **RLDC:** Regional Load Despatch Centre" means the Centre established under subsection (1) of section 27 of Electricity Act 2003.
- 60. **Scheduled Commissioning Date:** shall be a date, 18 months from the date of execution of PPA, when the Wind Power Project is required to be commissioned as per the terms and conditions of the PPA.
- 61. **SLDC:** shall mean the centre established under Subsection (1) of Section 31 of Electricity Act 2003, relevant for the State(s) where the delivery point is located.
- 62. **SLDC Charges** shall mean the charges levied by SLDC.

- 63. Wind Power project:** shall mean the wind power project that uses wind for direct conversion into electricity and that is being set up by the WPG(s) to provide Wind Power to the Procurer.
- 64. Wind Power:** shall mean power generated from the wind power Project.
- 65. SRPC:** Shall mean Southern Regional Power Committee.
- 66. State Transmission Utility or STU:** means Board or the Government company notified by the respective State Government sub section (1) of Section 39 of the Electricity Act 2003.
- 67. Tariff** Shall have the same meaning as provided in Article 9 of this Agreement;
- 68. Tariff Payments** shall mean the payments to be made under Monthly Bills as referred to in Article 10;
- 69. Technical Limits** means the limits and constraints described in Schedule 6, relating to the operations, maintenance and dispatch of the Project.
- 70. Term of Agreement:** shall have the meaning ascribed there to in Article 2 of this Agreement
- 71. Termination Notice:** shall mean the notice given by either Parties for termination in accordance with Article 13 of this Agreement;
- 72. Voltage of Injection:** means the voltage at which the Electricity generated by the Generator is injected at the interconnection point
- 73. Week:** shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday.

1.2. Interpretations

Save where the contrary is indicated, any reference in this Agreement to:

1.2.1. "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure(s);

1.2.2. An "Article", a "Recital", a "Schedule" and a "paragraph/clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement.

1.2.3. A "Crore" means a reference to ten million (1,00,00,000) and a "Lakh" means a reference to one tenth of a million (1,00,000).

1.2.4. An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

1.2.5. “Indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.6. A “person” shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.2.7. “Rupee”, “Rupees” or “Rs” or “ ” or INR shall denote Indian Rupees, the lawful Indian currency;

1.2.8. The “winding-up”, “dissolution”, “insolvency”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.2.9. Words importing the singular shall include the plural and vice versa;

1.2.10. This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented only if agreed to between the parties;

1.2.11. A Law shall be construed as a reference to such Law including its amendments or re enactments from time to time;

1.2.12. A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

1.2.13. Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

1.2.14. The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;

1.2.15. All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;

1.2.16. The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;

1.2.17. The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided.

ARTICLE 2 - TERM OF AGREEMENT

2.1 Effective Date

This Agreement shall come into effect from the date of its execution by both the Parties and such date shall be referred to as the Effective Date.

2.2 Term of Agreement

This Agreement shall remain effective subject to Article 2.3 and 2.4, and shall remain in full force and effect until the 25 years from the Scheduled Commissioning Date unless renewed or extended. This Agreement shall be valid for a term from the Scheduled Commissioning Date until the Expiry Date. This Agreement may be extended for a further period on mutually agreed terms and conditions at least ninety (90) days prior to the Expiry Date, subject to approval of KSERC.

2.3 Early Termination: This Agreement shall terminate before the Expiry Date:

1. If either Generator or KSEBL terminates this Agreement, pursuant to Article 13 (Events of Default and Termination), of this Agreement; or
2. In such other circumstances as the Generator or KSEBL may mutually agree, in writing;

2.4 Survival

The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under, Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 15 (Liability and Indemnification), Article 17 (Governing Law and Dispute Resolution), Article 18 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement

which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

**ARTICLE 3 - CONDITIONS PRECEDENT TO BE SATISFIED BY THE Wind POWER
GENERATOR / KSEBL**

3.1 Satisfaction of conditions precedent by the WPG

3.1.1 The WPG agrees and undertakes to duly perform and complete all of the following activities at the WPG's own cost and risk within Eighteen (18) months from the date of execution of PPA, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by KSEBL:

- 1)** The WPG shall, submit documents/Lease Agreement to establish possession/right to use 100% (hundred percent) of the required land in the name of the Wind Power Generator for a period not less than the complete term of the PPA on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Wind Power Generator. Any change in location from that provided at the time of bidding will be at the risk and cost of the bidder and will be subject to concurrence from KSEBL.
- 2)** The WPG shall have obtained all Consents, Clearances and Permits required for supply of power to the KSEBL as per the terms of this Agreement. In case a Project Company is incorporated and the Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company, all such Consents, Clearances and Permits shall have been transferred in the name of such Project Company prior to the Scheduled Commissioning Date.
- 3)** The Wind Power Generator (WPG) shall have achieved Financial Closure in terms of the PPA, within 12 (twelve) months from the date of execution of the Power Purchase Agreement and has provided a certificate to KSEBL from the lead banker to this effect.
 - Failing the aforesaid, Penalty will be levied as mentioned in Article 3.2.1 if the delay is owing to any action or inaction on the part of the WPG.
 - Extension for the attainment of financial closure may be considered by KSEBL, on the sole request of WPG, on the payment of penalty as mentioned in Article 3.2.1. This extension will not have any impact on the Scheduled Commissioning Date.
 - Any penalty paid so, shall be returned to the WPG without any interest, on achievement of successful commissioning within the Scheduled Commissioning Date.

- As per Clause 18.3.1 of the PPA, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure.”
- 4) The WPG shall have sent a written notice to KSEBL indicating the Installed Capacity for the Power Project expressed in MW, supported by OEM certificate.
 - 5) The WPG shall have signed a Connectivity Agreement with CTU/STU/KSEBL confirming the evacuation of power and connectivity of the project within seven months (210 days) from the date of execution of PPA.
 - 6) ***(To be included if the Generator opts for substitution rights of the Lender(s)).***
The Generator shall have provided an irrevocable letter to the Lenders duly accepting and acknowledging the rights provided to the Lenders under the terms of this Agreement and all other RfS Documents;
 - 7) The WPG shall have submitted to KSEBL the relevant documents as stated above, complying with the conditions precedent, within twelve months.

3.2 Consequence of non-fulfillment of conditions precedent

- 3.2.1** If non fulfillment of any of the conditions under Article 3.1 leads to delay in commissioning of the power plant as per the agreed time line and delay in Schedule Delivery Date, liquidated damages as per clause 4.10 of PPA shall apply.
- 3.2.2** For the avoidance of doubt, it is clarified that this Article shall survive upon the termination of this Agreement.
- 3.2.3** In case of inability of the WPG to fulfill any one or more of the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfillment of the Conditions precedent as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.
- 3.2.4** Provided that due to the provisions of this Article 3.2, if any increase in the time period for completion of conditions precedent mentioned under Article 3.1 is resulted, it shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Performance Bank Guarantee

- 3.3.1** The Performance Bank Guarantee shall be submitted by WPG within days from the date of execution of PPA for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity within the time specified in this Agreement.

3.3.2 If the WPG fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement, subject to conditions mentioned in Article 4.10, KSEBL shall have the right to encash the Performance Bank Guarantee, to the extent of financial loss to KSEBL on account of fulfillment of RPO, without prejudice to the other rights of KSEBL under this Agreement.

3.3.3 If the Performance Bank Guarantee has been en-cashed and appropriated upon occurrence of a Generator default or failure to meet any Condition Precedent the Generator shall replenish or provide fresh Performance Bank Guarantee within a period of 6 (six) days;

3.4 Return of Performance Bank Guarantee

3.4.1 Subject to Article 3.3, KSEBL shall return / release the Performance Bank Guarantee within three (3) months after the Commissioning Date.

3.4.2 The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of KSEBL under this Agreement.

3.5 Satisfaction of conditions precedent by KSEBL

KSEBL shall have obtained the order of KSERC for adoption of the tariff under section 63 of the Electricity Act 2003 and given a copy of the same to the Generator.

ARTICLE 4 – CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 WPG's Obligations : The WPG undertakes to be responsible, at WPG's own cost and risk, for:

- 1) Obtaining all Consents, Clearances and Permits other than those obtained under Article 3.1 and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement; and
- 2) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the IEGC/State Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- 3) The commencement of supply of power up to the Contracted Capacity to KSEBL not later than the Scheduled Commissioning Date; and continuance of supply of Power throughout the term of agreement; and.
- 4) Connecting the Generator's switchyard with the designated interconnection point.
- 5) Owning the Power Project throughout the Term of Agreement, free and clear of encumbrances, except those expressly permitted under Article 15;

- 6) Maintaining its controlling shareholding prevalent at the time of execution of PPA up to a period of one (1) year after Commercial Operation Date; and
- 7) Fulfilling all obligations undertaken by the WPG under this Agreement.

4.2 Minimum CUF Limits:

Individual Projects developed on conventional wind technology should have a minimum CUF of ...% in any given contract year. If maximum CUF is declared by the generator at the time of bidding, the minimum CUF shall be 3% below the maximum declared CUF. In case the generators fail to supply energy pertaining to minimum CUF in a contract year then the generator shall pay a penalty equal to ...% of the project tariff to the KSEBL, for such shortfall in units.

~~Provided that after a period of 2 years from the COD of the project, if the actual CUF, varies by +/- 5% for that project, the option of the generator, may be reviewed based on past performance and shall be limited to 14.8% to 17.58% to take care of panel degradation.~~ In cases where the maximum CUF is declared by the generator at the time of bidding, prorata reduction in the maximum and minimum limits of CUF will be available, at the option of the generator, to take care of panel degradation after 15 years from COD.

4.3 Grid Connectivity

- 4.3.1** The grid connectivity and associated evacuation facilities from the solar power plant substation / switchyard to the designated interconnection point will be provided in accordance with the applicable Connectivity and Open Access Regulations as amended from time to time.
- 4.3.2** The responsibility of getting connectivity upto the interconnection point will lie with the generator. Generator shall enter into the requisite Connectivity Agreement in this regard. The cost of the transmission line up to the point of interconnection where the metering is done shall be borne by the wind Power Generator.
- 4.3.3** Generator(s) shall be responsible for the construction, operation and maintenance of dedicated transmission line up to the point of interconnection for power evacuation. Such arrangement shall be as per the regulations specified by the concerned SERC, and other relevant codes and standards as amended from time to time.
- 4.3.4** Generator shall be responsible for the construction of interconnection / metering facilities up to the point of connectivity at his own cost.

4.4 The Wind power Project shall be connected to the interconnection point

4.5 Connectivity/Open Access/ Losses

4.5.1 The responsibility of getting ISTS Connectivity and Long Term Open Access (LTA) shall be entirely with the WPG and at the cost of the WPG. KSEBL shall arrange for required consent/NOC from STU /SLDC/concerned agencies in the State of Kerala for availing open access/scheduling of power.

~~**4.5.2** In accordance with Ministry of Power (MoP) order No.23/12/2016 R&R dated 13/02/2018 for generation projects based on Solar and Wind resources, no interstate transmission charges and losses will be levied on transmission of electricity through the interstate transmission system for sale of power by such projects commissioned till 31st March 2022. KSEBL has scheduled the bid process in such a manner as to suite this requirement. WPG shall ensure that the project is commissioned within the prescribed time limit to avail the above mentioned benefit. If the commissioning of the project gets delayed beyond the aforementioned time limit (31st March 2022) due to any reason beyond the control of KSEBL and if transmission losses and charges applicable, KSEBL shall not be liable to compensate such additional charges. Such charges shall be borne fully by the WPG themselves.~~

4.6 Information regarding Interconnection Facilities: The WPG shall be required to obtain all information from the STU/CTU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on WPG side (power plant side) of the delivery point to enable delivery of electricity at the delivery point. The transmission of power upto the point of interconnection where the metering is done for energy accounting shall be the responsibility of the WPG at his own cost

4.7 Purchase and sale of Contracted Capacity: Subject to the terms and conditions of this Agreement, the WPG shall undertake to sell to KSEBL, energy and KSEBL undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to Contracted Capacity.

4.8 Right to Contracted Capacity & Energy

4.8.1 KSEBL, at any time during a Contract Year, shall not be obliged to purchase any additional energy from the WPG beyond the contracted capacity with the maximum CUF. If during any contract year, it is found that WPG has not been able to generate and supply energy corresponding to minimum CUF on account of reasons solely attributable to WPG, the WPG shall pay such compensation to KSEBL as mentioned under Article 4.2.

4.8.2 Purchase of excess energy: In case the availability is more than the maximum specified CUF or the maximum declared CUF as the case may be, Wind Power Generator will be free to sell it to any other entity, provided, first right of refusal will vest with the

KSEBL. In case the KSEBL purchases the excess generation, it will do so at 75% (seventy-five per cent) of the PPA tariff. The Wind power generator shall ascertain the availability of excess energy over that corresponding to the maximum specified CUF or the maximum declared CUF as the case may be, well in advance, and shall intimate the same to KSEBL. KSEBL shall within a period of 15 days intimate its decision on the purchase of this excess energy.

4.9 Extensions of Time

4.9.1 In the event that the WPG is prevented from performing its obligations under Article 4.1 in order to commission the plant by the Scheduled Commissioning Date due to:

- 1) Any KSEBL Event of Default; or
- 2) Force Majeure Events affecting KSEBL, or
- 3) Force Majeure Events affecting the WPG,

The Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to the limit prescribed in Article 4.9.2, for a reasonable period but not less than 'day for day' basis, to permit the WPG or KSEBL, through the use of due diligence, to overcome the effects of the force Majeure Events affecting the WPG or KSEBL, or till such time such Event of Default is rectified by KSEBL.

4.9.2 Subject to Article 4.9.6, in case of extension occurring due to reasons specified in Article 4.9.1(1), any of the dates specified therein can be extended, subject to the condition that the Scheduled Commissioning Date would not be extended by more than six (6) Months.

4.9.3 In case of extension due to reasons specified in Article 4.9.1(2) and 4.9.1(3), and if such Force Majeure Event continues even after a maximum period of three (3) months any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5.

4.9.4 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred by, any Party may raise the dispute to be resolved in accordance with Article 17.

4.9.5 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.9.6 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond 6 months or date determined pursuant to Article 4.9.1 whichever is later.

4.10 Penalty for delay in commencement of supply of power to KSEBL

If the WPG is unable to commence supply of power to KSEBL by the Scheduled Commissioning Date other than for the reasons specified in Article 4.9.1, the WPG shall pay to KSEBL, liquidated damages for the delay in such commencement of supply of power and making the Contracted Capacity available for despatch by the Scheduled Commissioning Date.

- 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 13.1 of the PPA, 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.
- C) Any delay in adoption of Tariff by the Appropriate Commission, beyond 60 (Sixty) days, shall entail a corresponding extension in Scheduled Commissioning Date.

4.11 Liquidated Damages: In case KSEBL suffers any damage arising out of any default or breach of contract by the WPG, the WPG shall be liable to pay to KSEBL, liquidated damages arising out of such damage.

4.12 Reactive Power Requirement

All Wind Power Generators shall comply with the provisions in the CEA (Technical Standards for Connectivity to Grid) Amendment Regulations, 2013. Any WPG not complying with the provisions of CEA Regulations shall be liable to pay reactive power compensation, at the rate to be approved by the Commission, if the situation warrants.

4.13 Acceptance / Performance Test: Prior to synchronization of the Power Project, the WPG shall be required to get the Project certified for the requisite acceptance / performance test as may be laid down by an agency, in consultation with KSEBL to carry out testing and certification for the wind power projects.

4.14 Quality of Service: The Generator shall be responsible for the delivery of energy conforming to Performance Standards for Transmission and Bulk Supply as approved by KSEBL. The quality of power and its parameters and waveform distortion shall be in accordance with prevailing standards and regulations, Engineering Recommendations etc.

4.15 Renewable Energy Credit: Energy procured under this contract shall be accounted against the Renewable Purchase Obligation of KSEBL. The WPG shall not have any rights

whatsoever to accredit the project under Renewable Energy Certification (REC) or to make use of the energy against its own obligation, even in case it is an obligated entity.

ARTICLE 5 – SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronisation, Commissioning and Commercial Operation

- 5.1.1 Testing Procedures:** Shall be as per KSEBL approved testing procedures evolved by the generator before testing, in line with the relevant standards.
- 5.1.2** The WPG shall give the SLDC and KSEBL at least sixty (60) days advance preliminary written intimation and at least thirty (30) days advance final written intimation on the date of synchronization of the Wind Power Generator to the Grid.
- 5.1.3** Subject to Article 5.1.2, the Power Project may be synchronized by the WPG to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code and other applicable regulations then in effect and otherwise meets all other Indian / State legal requirements for synchronization to the Grid System.
- 5.1.4** The synchronization facility shall be provided by the WPG at its own cost. The WPG shall synchronize its system with the Grid System only after the approval for synchronization scheme is granted by the head of the concerned substation/grid system and checking / verification is made by the concerned authority of the grid system. Communications with all the concerned authorities shall be the responsibility of the WPG.
- 5.1.5** The WPG shall inform the concerned substation of the grid system to which the power project is electrically connected in accordance with the applicable grid code regarding synchronization / tripping / switch off of the generator immediately after each operation.
- 5.1.6** The WPG shall commission the project within 18 months from the date of execution of PPA or such period as extended from time to time.

5.2 Part Commissioning / Early Commissioning

- 5.2.1** Part commissioning of the project shall be accepted subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning shall be MW, without prejudice to imposition of penalty, in terms of Article 4.10 recovery of Liquidated Damages as per clause 4.11 on the part which is not commissioned. Scheduled Commissioning Date will not be altered due to part-commissioning.
- 5.2.2** Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 years from the SCD of the last unit.
- 5.2.3** In case of early commissioning of part capacity, the tariff for purchase of power from such part, till SCD will be limited to 75% of the PPA tariff. However, in case the entire

capacity is commissioned prior to SCD, KSEBL may purchase the generation at PPA Tariff.

ARTICLE 6 - DESPATCH

- 5.2.4 The WPG shall be required to schedule its power as per the applicable regulations / requirements / guidelines of CERC / SERC /SLDC / RLDC or any other competent agency and same being recognized by the SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned 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 on the account of the WPG. The Generator shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by SLDC /KSERC from time to time.
- 5.2.5 The WPG shall be responsible for directly coordinating and dealing with the concerned Load Dispatch Centre's, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Wind Power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the WPG and Buying Entity are the Grid connected entities.

ARTICLE 7 - METERING

7.1 Metering

- 7.1.1** Metering shall be as per CEA (Installation and Operation of Meters, Regulations, 2006) and amendments thereon / IEGC as applicable. The Generator shall procure and install Main meter, Check meter and Standby meter at the interconnection point based on the above regulations / IEGC. All meters (main, check & standby) and the associated equipment (CT & PT) shall be of 0.2 S class accuracy, or as amended from time to time, having import-export registering facility. The Metering shall be on ABT platform. The Generator may install any further meters for its own comfort at its own cost.
- 7.1.2** For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the WPG shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.
- 7.1.3** The WPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at WPG's side of Delivery Point. Generator shall provide Data Acquisition System facility for transfer of information to State Load Dispatch Centre (SLDC) concerned as per section 29(3) of Kerala State Electricity Grid Code and Regulation 5.2(u) of IEGC. Data shall be downloaded from the meters at regular

intervals as decided by State Load Dispatch Centre (SLDC) for preparation of the Energy Account.

- 7.1.4** In case of pooling of multiple Projects, power from multiple Projects can be pooled at a Pooling Substation prior to the Delivery point and the combined power can be fed at Delivery point through a common transmission line from the Pooling Substation. In such cases, ABT compliant sub-meters (two meters, each with separate CT, PT) are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in clause 7.1.3.
- 7.1.5** Regular cross checking and analysis of meter readings and meter failure or discrepancies shall be reckoned as per CEA (Installation and Operation of Meters) Regulations, 2006 as amended from time to time. If the Main Meter or Check Meter is found to be not working at the time of meter readings or at any other time, Generator shall inform KSEBL of the same.
- 7.1.6** In case both Main meter and Check meter fail, at least one of the meters shall be immediately replaced by a correct meter by the WPG at its own cost. In case of failure of main meter, readings of check meter shall be used for accounting and billing purposes.
- 7.1.7** In case of failure of meters, energy accounting for the period shall be as per procedure stipulated in CEA (Installation and Operation of Meters) agreed procedure. In case of dispute, the decision of KSERC would be final and binding. If meter(s) fail to record Regulations 2006 and amendments thereon or as per the mutually or if any of the PT fuses is blown out, energy shall be computed based on standby meters. In case of dispute, resolution shall be as per provision of Article 15.
- 7.1.8** Periodic testing of Main, Check and Standby Meters of WPGs within Kerala shall be carried out in the presence of representatives of Generator and KSEBL as per procedure laid out in CEA (Installation and Operation of Meters) Regulations, 2006 or its amendments. For any testing / replacement, notice of seven days will be given.
- 7.1.9** The Main and Check Meter of WPGs within Kerala shall be checked on a quarterly basis by comparison of the readings between these two meters and in case the readings of the two Meters differ by more than 0.4% both the Meters will be checked separately with respect to another reference meter and defective meter shall be replaced. The energy metered during the period of defect would be revised by applying a correction factor on the energy metered by the defective Meter.
- 7.1.10** All Meters shall be tested for accuracy bi-annually for WPGs within Kerala at the expense of the Generator and in the presence of the representative of KSEBL and shall be treated as working satisfactorily so long as the errors are within the limits prescribed for meters of the relevant class.

7.2 Reporting of Metered Data and Parameters

- 7.2.1** Online arrangement shall be made by the wind power Generator for submission of above data regularly for the entire period of this Power Purchase Agreement to the SLDC.
- 7.2.2** Reports on above parameters on monthly basis shall be submitted by the wind power Generator to the Deputy Chief Engineer (Commercial & Planning) for entire period of PPA.

ARTICLE 8 - INSURANCES

- 8.1 Insurance:** The WPG shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements.
- 8.2 Application of Insurance Proceeds**
- 8.1.1** 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.
- 8.1.2** If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, KSEBL shall have no claim on such proceeds of such Insurance.
- 8.3 Effect on liability of KSEBL:** Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the WPG can claim compensation, under any Insurance shall not be charged to or payable by KSEBL.

ARTICLE 9 - APPLICABLE TARIFF

- 9.1** The WPG shall be entitled to receive a Tariff of Rs. _____ /kWh fixed for the entire term of this agreement, from the Commercial Operation Date, for the energy supplied at the Metering Point, subject to Article 4.8.2 and 5.2.3.
- 9.2** KSEBL will be liable to pay the project generator the tariff as agreed in the PPA.

ARTICLE 10: BILLING AND PAYMENT

10.1 Billing

- 10.1.1** KSEBL shall pay to the WPG the monthly Tariff Payments, from the commencement of supply of power, on or before the Due Date, in accordance with Tariff as specified in Article 9 and Schedule 7. All Tariff Payments by KSEBL shall be in Indian Rupees and in accordance with the following provisions:
- 10.1.2** The Wind Power Generator shall issue a signed monthly bill for the previous month for the electricity supplied to KSEBL from the Power Plant, based on the energy as indicated in Regional Energy Account issued by SRPC. For power plants within the state of Kerala, the Joint Meter Reading (JMR) certified by authorized representatives of KSEBL and WPG or the energy reflected in the Energy Accounts issued by SLDC shall be taken. Any change in the methodology of energy accounting shall be done only as per the decisions taken in the appropriate forum and both the parties agree to abide by the methodology so finalized.
- 10.1.3** The bills may be presented / delivered by e-mail to the Chief Engineer (Commercial & Tariff), Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004, followed by original bill by courier / speed post. The date of receipt of e-mail shall be treated as the date of receipt of bill for determination of due date for payment, subject to the mail being delivered up to 11.00 am on a business day failing which the next business day shall be considered as date of receipt of bill.

10.2 Payment

- 10.2.1** KSEBL shall arrange payment of such Monthly Bill(s) promptly through NEFT / RTGS at the designated bank account of the WPG. KSEBL is entitled to deduct a rebate of 2.0% on the payment towards WPG's monthly bill within 5 days of receipt of bill. If such date is a holiday the next business day may be treated as the date of payment for availing rebate.
- 10.2.2** In any event, KSEBL shall pay the bill within the due date of payment.
- 10.2.3** If KSEBL does not pay the amount within the due date of payment then KSEBL shall pay interest at ~~Marginal Cost of Fund based Lending Rate~~ **Financial Benchmark India Limited (FBIL)**, specified by SBI as on 1st April of the respective year ~~plus 2%~~, for the amount due and payable.

10.3 Disputed Bill

- 10.3.1** In case of any dispute, 75% of the total bill amount shall be paid and a Written Objection shall be filed with WPG within 15 days of presentation of the bill, giving following particulars:
- i) Item disputed, with full details and reasons of dispute;
 - ii) Amount disputed against each item.

If KSEBL does not dispute a Monthly Bill raised by the other Party within fifteen (15) Days of receipt, such Bill shall be taken as conclusive.

- 10.3.2** Within 7 (seven) days of receiving such notice, the WPG shall by a written Disagreement Notice, present any information, reasons or evidence as may reasonably be required for establishing its counter claim or its disagreement on the findings of KSEBL as in Article 10.3.1.
- 10.3.3** If no response is received within 7 (seven) days as mentioned in Article 10.3.2 above it shall be concluded that the WPG agrees to the claim raised in the Written Objection as per Article 10.3.1 and KSEBL shall make appropriate adjustment in the next Monthly Bill. In such a case if any excess payment has been made to the WPG by KSEBL, such amount shall be refunded along with interest at the same rate as in Article 10.2.3.
- 10.3.4** Upon receipt of the Disagreement Notice as per Article 10.3.2 by KSEBL the authorized representative of KSEBL and the WPG shall meet and make best endeavour to amicably resolve such dispute within fifteen (15) days of receipt of the Disagreement Notice.
- 10.3.5** If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Disagreement Notice, the matter shall be referred to Dispute resolution in accordance with Article 17.3.
- 10.3.6** In the event of resolution of dispute, the WPG shall revise such Bill and present it along with the next Monthly Bill. If so such balance amount shall be released/ recovered with interest as specified in Article 10.2.3 if it exceeds 30 days from the date of presentation the disputed of bill.
- 10.3.7** Adjustments, if any, on account of any additional claims or errors in the billing for a month shall be paid through Supplementary bills and shall be paid / adjusted with the next month's bill.

10.4 Payment Security Mechanism

- 10.4.1** KSEBL shall provide to the Generator, in respect of payment of its Monthly Bills, an unconditional and revolving standby Letter of Credit (LC), opened and maintained by KSEBL, which may be drawn upon by the Generator, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement.
- 10.4.2** The Letter of Credit shall have a term of twelve (12) months and shall be reviewed every year. The amount of LC shall be equal to:
 - i) the estimated average monthly billing for the first Contract Year, and

- ii) the average of the monthly Tariff Payments of the previous Contract Year for each subsequent Contract Year.
- 10.4.3** Provided that the Generator shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawal in a month.
- 10.4.4** KSEBL shall cause the scheduled bank issuing the Letter of Credit to intimate the Generator, in writing regarding establishing of such Letter of Credit.
- 10.4.5** KSEBL shall ensure that the Letter of Credit shall be renewed prior to its expiry.
- 10.4.6** All costs relating to opening and maintenance of the Letter of Credit shall be shared equally between KSEBL and the Generator.
- 10.4.7** If, KSEBL fails to pay a Monthly Bill or part thereof within the Due Date, the Generator may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from KSEBL an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- i. a copy of the Monthly Bill which has remained unpaid by KSEBL,
 - ii. a certificate from the Generator to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date
- 10.5 Annual Reconciliation:** The Parties acknowledge that all payments made against Monthly Bills shall be subject to annual reconciliation at the end of each Contract Year within 30 days thereof to take into account the Energy Accounts, Tariff adjustment payments, Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.
- 10.6 Payment of Supplementary Bill**
- 10.6.1** Either Party may raise a bill on the other Party ("Supplementary Bill") for payment on account of Change in Law as provided in Article 12, and such Supplementary Bill shall be paid by the other Party.
- 10.6.2** KSEBL shall remit all amounts due under a Supplementary Bill raised by the WPG to the WPG's Designated Account by the Due Date. Similarly, the WPG shall pay all amounts due under a Supplementary Bill raised by KSEBL, if any, by the Due Date to the designated bank account of KSEBL.

- 10.6.3** In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.2.3.

ARTICLE 11 - FORCE MAJEURE

11.1 Force Majeure

- 11.1.1** A 'Force Majeure' means any event or circumstance or combination of events and circumstances as stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care in performing its obligations:

- 1) Act of God, including, but not limited to lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, hurricane or
- 2) Explosion, accident or breakage of transmission facilities to deliver power from the Delivery Points ;or
- 3) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action making the performance of obligations as specified herein as impossible; or
- 4) Radioactive contamination or ionising radiation or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.
- 5) An event of force majeure affecting KSEBL, as the case may be, thereby affecting the evacuation of power from the Delivery Points by the Procurer.

11.2 Force Majeure Exclusions

- 11.2.1** Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- (1) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;

- (2) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- (3) Strikes at the facilities of the Affected Party;
- (4) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- (5) Non-performance caused by, or connected with, the Affected Party's:
 - a. Negligent or intentional acts, errors or omissions;
 - b. Failure to comply with an Indian Law; or
 - c. Breach of, or default under this Agreement.
- (6) A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost by the Power Producer.

11.3 Notification of Force Majeure Event

11.3.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that, such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular reports (not less than monthly) on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.3.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable, after becoming aware of each of these cessations.

11.4 Duty to Perform and Duty to Mitigate:

11.4.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.1, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.5 Available Relief for a Force Majeure Event

11.5.1 Subject to this Article 11

- (a) No Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- (b) Every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations as specified under this Agreement;
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due nor payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event;

12 ARTICLE 12 - CHANGE IN LAW

In the event a Change in Law results in any adverse financial loss/ gain to the Wind Power Generator then, in order to ensure that the Wind Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Wind Power Generator/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the KSERC.

12.1 Definitions

In this Article 12, the following terms shall have the following meanings:

12.1.1 "Change in Law" means the occurrence of any of the following events after the last date of bid submission including

- (1) the enactment, coming into effect, adoption, promulgation, amendment, modification, notification or repeal (without re-enactment or consolidation) in

India, of any Indian Law, including rules and regulations framed pursuant to such Law;

- (2) a change in the interpretation or application of any Indian Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- (3) the imposition of a requirement for obtaining a new Consent, Clearance and Permit which was not required earlier;
- (4) a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the WPG;
- (5) any change in tax or introduction of any tax made applicable for supply of power by the WPG as per the terms of this Agreement including any change in rate of taxes, duties and cess but shall not include (i) any change in taxes on corporate income or any change in any withholding tax on income or dividends distributed to the shareholders of the WPG, or (ii) any change on account of regulatory measures by the KSERC including calculation of CUF.

12.2 Relief for Change in Law

12.2.1 The aggrieved Party shall be required to approach the appropriate Commission for seeking approval of Change in Law.

12.2.2 The decision of the appropriate Commission shall be final and governing on both the Parties.

13 ARTICLE 13 - EVENTS OF DEFAULT AND TERMINATION

13.1 WPG Event of Default

The occurrence and continuation of any of the following events, unless any such event occurs as a result of Force Majeure, and the Generator fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 35 (thirty five) days, the Generator shall be deemed to be in default of this Agreement (the "Generator Default") shall constitute a WPG Event of Default:

13.1.1 The defaults referred to herein shall include the following:

- (a) The failure to commission the plant within the stipulated time or failure to commence supply of power to KSEBL up to the Contracted Capacity, relevant to the Scheduled Commissioning Date; as revised/extended under various provisions of this contract.

- (b) The Performance Bank Guarantee has been en-cashed and appropriated upon occurrence of a Generator default or failure to meet any Condition Precedent and the Generator fails to replenish or provide fresh Performance Bank Guarantee within a Cure Period of 6 (six) days;
- (c) Subsequent to the replenishment or furnishing of fresh Performance Bank Guarantee, the Generator fails to meet any Condition Precedent or cure the Generator Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of 45 (forty five) days;
- (d) The Generator does not achieve the latest outstanding Project Milestone or the Scheduled Commissioning Date, as the case may be, due in accordance with the provisions of project completion schedule and continues to be in default for 70 (seventy) days;
- (e) The Generator is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;
- (f) the Generator has failed to make any payment to the KSEBL within the period specified in this Agreement;
- (g) the Generator creates any encumbrance in breach of this Agreement;
- (h) the Generator schedules electricity, produced from Contracted Capacity, for sale to other buyers in breach of this Agreement and fails to pay Damages equal to the entire sale revenue accrued from Buyers.
- (i) a Change in Ownership has occurred without the prior written approval of KSEBL.
- (j) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Generator under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Generator, and such transfer causes a material adverse effect;
- (k) an execution levied on any of the assets of the Generator has caused a material adverse effect;
- (l) the Generator is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Generator or for the whole or material part of its assets that has a material bearing on the Project;
- (m) the Generator has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the KSEBL, a material adverse effect;

- (n) a resolution for winding up of the Generator is passed;
- (o) any petition for winding up of the Generator is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Generator is ordered to be wound up by a court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Generator are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Generator under this Agreement and the Project Agreements; and provided that:
 - (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Generator as at the Appointed Date;
 - (iii) each of the Project Agreements remains in full force and effect;

and

 - (iv) such amalgamation or reconstruction is approved by the Commission.
- (p) any representation or warranty of the Generator herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Generator is at any time hereafter found to be in breach thereof;
- (q) the Generator submits to the KSEBL any statement, notice or other document in written or electronic form, which has a material effect on the KSEBL's rights, obligations or interests and which is false in material particulars;
- (r) the Generator has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement;
- (s) the Generator issues a Termination Notice in violation of the provisions of this Agreement; or
- (t) the Generator commits a default in complying with any other provision of this Agreement and RfS documents if such default causes or may cause a Material Adverse Effect on the KSEBL.

damages, as provided as per clause 4.10 of the PPA for failure to commission within stipulated time and Clause 4.2 for failure to supply power in terms of the PPA. For other cases, KSEBL shall be paid, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

- 13.1.3** In addition to the levy of damages as aforesaid, in the event of a default by the Wind—Power Generator, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Wind Power Generator within the stipulated period, KSEBL may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

In the event the KSEBL receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 70 (seventy) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement:

Provided further that upon written request from the Lenders' Representative and the Generator, the KSEBL shall extend the aforesaid period of 70 (seventy) days by such further period not exceeding 90 (ninety) days, as KSEBL may deem appropriate.

13.2: KSEBL Event of Default

In the event that any of the defaults specified below shall have occurred, and KSEBL fails to cure such default within a Cure Period of 120 (one hundred and twenty) days or such longer period as has been expressly provided in this Agreement, KSEBL shall be deemed to be in default of this Agreement (the "KSEBL Default") unless the default has occurred as a result of any breach of this Agreement by the Generator or due to Force Majeure shall constitute the Event of Default on the part of KSEBL:

- a)** If KSEBL fails to pay (with respect to a Monthly Bill or a Supplementary Bill) an amount exceeding fifteen (15%) of the undisputed part of the most recent Monthly / Supplementary Bill for a period of ninety (90) days after the Due Date and the WPG is unable to recover the amount outstanding to the WPG through the Letter of Credit for the applicable Month; or
- b)** If KSEBL breaches this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the WPG in this regard; or

- c) except where due to any WPG's failure to comply with its obligations, KSEBL is in material breach of any of its obligations pursuant to this Agreement or RfS documents, and such material breach is not rectified by KSEBL within thirty (30) days of receipt of notice in this regard from the WPG to KSEBL; or

if

- d) KSEBL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings
- e) any winding up or bankruptcy or insolvency order is passed against KSEBL, or
- f) KSEBL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to any Indian Law,
- g) Provided that it shall not constitute a KSEBL Event of Default, where such dissolution or liquidation of KSEBL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and RfS documents and has creditworthiness position to perform them; or;
- h) Occurrence of any other event which is specified in this Agreement to be a material breach or default of KSEBL,

13.2.1 KSEBL shall, subject to the prior consent of the Wind Power Generator, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the Wind Power Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Wind Power Generator may terminate the PPA and at its discretion, require the defaulting Procurer to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 110% (one hundred and ten per cent) of the adjusted equity, less Insurance Cover, if any, or, (ii) pay to the Wind Power Generator, damages, equivalent to 6 (six) months, or balance PPA period, whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Wind Power Generator. In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Procurer.

13.3 Procedure for cases of WPG Event of Default

13.3.1 Upon the occurrence and continuation of any WPG Event of Default under Article 13.1, KSEBL shall have the right to deliver to the WPG a notice stating **WPG's liability to pay**

damages (Procurer Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

- 13.3.2 Following the issue of Procurer Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.3.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.
- 13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the WPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, KSEBL may proceed in accordance with Clause 13.1.1 & 13.1.2.
- 13.3.5 In addition to the levy of damages as aforesaid, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with KSEBL. However, in the event the lenders are unable to substitute the defaulting Wind Power Generator within the stipulated period, KSEBL may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

13.4 Procedure for cases of KSEBL Event of Default

- 13.4.1 Upon the occurrence and continuation of any KSEBL Event of Default specified in Article 13.2 the WPG shall have the right to deliver to KSEBL, a WPG Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.
- 13.4.2 Following the issue of a DPG Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- 13.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or KSEBL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have

been remedied, KSEBL shall subject to the prior consent of the Wind Power Generator, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the wind Power Generator, or if no offer of novation is made by KSEBL within the stipulated period, then the Wind Power Generator may terminate the PPA and at its discretion, require the defaulting Procurer to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 110% (one hundred and ten per cent) of the adjusted equity, less Insurance Cover, if any, or, (ii) pay to the Wind Power Generator, damages, equivalent to 6 (six) months, or balance PPA period, whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Wind Generator.

13.4.5 Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the WPG.

13.4.6 In the event of termination of PPA, any damages or charges payable to the STU/CTU, for the connectivity of the plant, shall be borne KSEBL.

13.3 Termination Payment

13.3.1 Upon Termination on account of a WPG Default, the WPG shall pay to the KSEBL, by way of Termination Payment, an amount that would have been due and payable corresponding to the minimum CUF, for a period of 1(one) year (PPA tariff x Energy units to be generated for one year) as if the Power Station had operated for such 1 (one) year from the date of Termination.

13.3.2 Upon Termination on account of a KSEBL Default, the KSEBL shall pay to the WPG, by way of Termination Payment, an amount that would have been due and payable corresponding to the minimum CUF for a period of 6 (six) months (PPA tariff x Energy units to be generated for Six months) as if the Power Station had operated for such 6 (six) months from the date of Termination.

13.3.3 Termination Payment shall be due and payable within 15 (fifteen) days of a demand being made with the necessary particulars, and in the event of any delay, the defaulting Party shall pay interest at a rate equal to 2% (two per cent) above the Marginal Cost of Fund based Lending Rate specified by SBI as on 1st April of the respective year on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is

expressly agreed that Termination Payment shall constitute full discharge by the KSEBL of its payment obligations in respect thereof hereunder.

- 13.3.4 The WPG expressly agrees that Termination Payment under this Article 13 shall constitute a full and final settlement of all claims of the WPG on account of Termination of this Agreement for any reason whatsoever and that the WPG or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

13.4 Termination due to Force Majeure

- 13.4.1 If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.9.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice.

14 ARTICLE 14 - GENERATION COMPENSATION FOR OFF TAKE CONSTRAINTS

- 14.1 KSEBL may be constrained not to schedule power on account of unavailability of the transmission infrastructure/grid or in the eventuality of a back down. Compensation to the Generator will be provided as following:

14.1.1 Compensation for Off take constraint due to Transmission infrastructure not complete /ready

After the Scheduled Commissioning Date, if the Plant is ready but necessary power evacuation / transmission infrastructure is not ready for reasons not attributable to Wind Power Generator, leading to off take constraints, Generation compensation will be provided as follows:

Transmission constraint	Provision for Generation Compensation
If the plant is ready but the necessary power evacuation/transmission infrastructure is not ready, leading to off take constraint	The minimum CUF shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the WPG in the succeeding 3 (three) Contract Years, shall be procured by the procurer at the PPA tariff so as to offset this loss.

However, if the plant is ready before SCD, but the off take is constrained because of inadequate / incomplete power evacuation infrastructure, no compensation shall be provided.

14.1.2 Compensation for off take Constraints due to Grid Unavailability

During the operation of the plant, if the plant can generate power and the WPG is not able to evacuate the power generated due to temporary transmission unavailability, for reasons not attributable to the WPG, generation compensation shall be considered by KSEBL in the following manner:

Duration of Grid Unavailability	Provision for Generation Compensation
Grid unavailability in a contract year: (only period from 8 am to 6 pm to be Counted) as beyond 50 hours in a contract year)	<p>Generation Loss = (Average Generation per hour during the contract year) x (number of hours of grid unavailability during the contract year)</p> <p>Where, Average Generation per hour during the contract year (kWh) = (Total generation in the contract year (kWh)) / Total hours of generation in the contract year.</p> <ul style="list-style-type: none"> Excess generation over the maximum specified CUF by the WPG equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

14.1.3 Off Take Constraints Due To Back down

- (a). The WPG and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), provides for status of “must-run” to wind power projects. Accordingly, no wind power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with “Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees” and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Wind Power Generator shall be eligible for a **Minimum** Generation Compensation, from the Procurer, in the manner detailed below.

Duration of Back down	Provision for Generation Compensation
Hours of Back down during a monthly billing Cycle.	<p>Minimum Generation Compensation = <u>100%</u> of [(Average Generation per hour during the month) x (number of back down hours during the month) x PPA Tariff]</p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</p>

- (b).The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on this Generation Compensation. Possible conditions for exclusion of Generation Compensation, on account of Backdown purposes, shall be clearly specified in the RfS and the PPA.
- (c).No back-down / curtailment to be ordered without giving formal / written instruction for the same.
- (d).The details of back-down / curtailment, including justifications for such curtailment, to be made public by the concerned Load Dispatch Centre.”

ARTICLE 15 - LIABILITY AND INDEMNIFICATION

15.1 Indemnity

15.1.1 The WPG shall indemnify, defend and hold KSEBL harmless against:

- a) any and all third party claims against KSEBL for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the WPG of any of its obligations under this Agreement; **and**
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by KSEBL from third party claims arising by reason of breach by the WPG of any of its obligations under this Agreement, (provided that this Article 15 shall not apply to such breaches by the WPG, for which specific remedies have been provided for under this Agreement), or

any of the representations or warranties of the WPG, if any made under this Agreement, being found to be inaccurate or untrue.

15.1.2 KSEBL shall indemnify, defend and hold the WPG harmless against:

- a) any and all third party claims against the WPG, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by KSEBL of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest (Indemnifiable Losses) actually suffered or incurred by the WPG from third party claims arising by reason of a breach by KSEBL of any of its obligations under this Agreement. Provided that this Article 15 shall not apply to such breaches by KSEBL, for which specific remedies have been provided for under this Agreement.

or

any of the representations or warranties of KSEBL , if any made under this Agreement, being found to be inaccurate or untrue.

15.2 Procedure for claiming Indemnity

15.2.1 Third party claims

15.2.1.1 Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 15.1.1(a) or 15.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 15.1.1(a) or 15.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

- 1) the Parties choose to refer the dispute before KSERC in accordance with Article 17.3; and
- 2) the claim amount is not required to be paid / deposited to such third party pending the resolution of the Dispute,

The Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the indemnified Party.

15.2.1.2 The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 15.1.1(a) or 15.1.2(a) and the

Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

15.3 Indemnifiable Losses

15.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 15.1.1(b) or 15.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 15.3, such event shall constitute a payment default under Article 13.

15.4 Limitation on Liability

15.4.1 Except as expressly provided in this Agreement, neither the WPG nor KSEBL nor its/ their respective officers, directors, agents, employees or Affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its Affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of KSEBL, the WPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

15.4.2 KSEBL shall have no recourse against any officer, director or shareholder of the WPG or any Affiliate of the WPG or any of its officers, directors or shareholders for such claims excluded under this Article. The WPG shall have no recourse against any officer, director or shareholder of KSEBL, or any Affiliate of Procurer or any of its officers, directors or shareholders for such claims excluded under this Article.

15.5 Duty to Mitigate: The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 15.

16 ARTICLE 16 - ASSIGNMENTS AND CHARGES

16.1 Assignments

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing:

- (a) Provided that, such consent shall not be withheld if the Generator seeks to transfer to any affiliate all of its rights and obligations under this Agreement.
- (b) Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute an agreement on the same terms and conditions as are included in this Agreement.
- (c) Provided that, KSEBL shall permit assignment of any of WPGs rights and obligations under this Agreement in favour of the lenders to the WPGs, if required under the Financing Agreements.

Permitted Charges: Neither Party shall create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement

17 ARTICLE 17 - GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India. Any legal proceedings in respect of any matters, claims or disputes arising out of or in connection with this Agreement shall be under the jurisdiction of courts in Thiruvananthapuram.

17.2 Amicable Settlement

17.2.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

- 1. a description of the Dispute;
- 2. the grounds for such Dispute; and
- 3. all written material in support of its claim.

17.2.2 The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 17.2.1, furnish:

- 1. counter-claim / defenses, if any, regarding the Dispute; and
- 2. all written material in support of its defenses / counter-claim.

17.2.3 Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 17.2.1 or 17.2.2, both the parties to the dispute shall meet to settle such dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article, the Dispute shall be referred for dispute resolution in accordance with Article 17.3.

17.3 Dispute Resolution

All disputes relating to any matter relating to this contract shall be adjudicated by the appropriate Commission or shall be referred for arbitration by the appropriate Commission. Appeal against the decisions of the appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

17.4 Parties to Perform Obligations: Notwithstanding the existence of any dispute and difference referred to the Appropriate Commission or the Arbitration Tribunal as provided in Article 17.3 and save as the Appropriate Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

18 ARTICLE 18 - MISCELLANEOUS PROVISIONS

18.1 Amendment: This Agreement may only be amended or supplemented by a written agreement between the Parties on mutually agreed terms subject to approval of KSERC.

18.2 Third Party Beneficiaries: This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

18.3 Waiver: No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:

18.3.1 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

18.4 Confidentiality: The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- to their professional advisors;
- to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or disclosures required under Law without the prior written consent of the other Party.

18.5 Severability: The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of

this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

18.6 Notices

18.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

18.6.2 Any intimation to KSEBL viz all notices or other communications which are required must be delivered personally or by registered post or e-mail or any other mode, duly acknowledged to the addresses below:

Address: Chief Engineer (REES)

Kerala State Electricity Board Ltd,

Vydyuthi Bhavanam, Pattom,

Thiruvananthapuram - 695 004 : e-mail:.....

18.6.3 If to the WPG, all notices or communications must be delivered personally or by registered post or e-mail or any other mode, duly acknowledged to the address(es) below:

Address : M/s

.....

..... : e-mail

18.6.4 All notices or communications given by e-mail shall be confirmed by sending a copy of the same signed by authorized signatory via post in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

18.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

18.7 Language

18.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

18.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such

agreements, correspondence, communications or documents shall prevail in matters of interpretation.

18.8 Restriction of shareholders/owners' liability

18.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the Party concerned under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement shall be restricted to the extent provided in the Companies Act, 2013.

18.9 Taxes and duties

18.9.1 WPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the WPG, contractors or their employees that are required to be paid by the WPG as per the Law in relation to the execution of the Agreement.

18.9.2 KSEBL shall be indemnified and held harmless by the WPG against any claims that may be made against KSEBL in relation to the matters set out in Article 18.9.1.

18.9.3 The KSEBL shall not be liable for any payment of taxes, duties, levies, cess whatsoever for discharging any obligation of the WPG by KSEBL on behalf of WPG.

18.10 Non Consequential Or Indirect Losses

18.10.1 The liability of the KSEBL and the WPG shall be limited to that explicitly provided in this Agreement.

18.10.2 Provided that notwithstanding anything contained in this Agreement, under no event shall the WPG or KSEBL, claim from each other any indirect or consequential losses or damages.

18.11 Order of priority in application

In case of any inconsistency between the agreement(s) executed between the Parties, with the applicable Law including rules and regulations framed there under, the order of priority as between them shall be the order in which they are placed below:

1. applicable Law, rules and regulations framed there under;
2. the IEGC/KSEGC as the case maybe and
3. the terms and conditions of this Agreement;

18.12 Independent Entity

18.12.1 KSEBL shall be an independent entity performing its obligations pursuant to the Agreement.

18.12.2 Subject to the provisions of the Agreement, KSEBL shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of KSEBL in connection with the performance of the Agreement shall be under the complete control of KSEBL and shall not be deemed to be employees or representatives of the WPG and nothing contained in the Agreement or in any other agreement or contract awarded by KSEBL shall be construed to create any contractual relationship between any such employees or representatives or contractors and the WPG.

18.13 CONTRACT AWARD AND CONCLUSION

18.13.1 After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of RfS bids shall provide appropriate certification on conformity of the bidding process evaluation according to the provisions of the RfS document.

KSEBL shall make the successful bids public for the purpose of transparency by indicating all the components of tariff quoted by all the successful Bidders, after signing of the Performance Agreement or effective date, whichever is later. While doing so, only the name of the successful Bidder(s) and the tariffs quoted by them shall be made public and details of tariffs quoted by other Bidders shall not be made public. For above purpose, requisite details shall be posted on the website of KSEBL.

In the event of Successful Bidder failing to fulfill the above conditions set out in this RFS, then KSEBL may, unless it consents to an extension, withdraw the LOA and forfeit the Earnest Money Deposit of the Successful Bidder.

Unless otherwise provided for in this RFS, the Successful Bidder will not be entitled to seek any deviation in the Power Purchase Agreement.

The Successful Bidder will bear all costs associated with signing of all the Power Purchase Agreement, including payment of any stamp duty, registration charges, etc. KSEBL will not be responsible or liable for any costs in relation to signing of the Power Purchase Agreement. Subject to provisions of the Act, the distribution licensee shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act. In case, the Appropriate Commission does not decide upon the same within sixty days of such submission, the tariffs shall be deemed to be have been adopted by the Appropriate Commission."

18.14 Compliance with Law

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as on the date and place set forth above.

Generator

KSEBL

M/s

Kerala State Electricity Board Ltd

Signature

Signature

Name:

Name

Designation:

Designation

Seal:

Seal

Witness:

Witness

1. Name:

1. Name:

Designation

Designation

Signature

Signature

2. Name:

2. Name:

Designation

Designation

Signature

Signature

Schedule 1: Particulars of the Project

Separate sheet may be provided for each plant

Sl.No.	Item	Description
1.	Project Capacity	_____ MW
2.	Technology used	
3.	Capacity Utilization Factor (CUF)	
4.	Key accessories (pls attach separate list)	
5.	Configuration of Generator transformer	
6.	Short Circuit Current Ratio of transformer	
7.	Excitation system	
8.	Automatic Voltage Regulator	
9.	Power System Stabiliser	
10.	Frequency range of Inverter	FromHz toHz
11.	Frequency range of Inverter at rated power	FromHz toHz
12.	Power factor range	From ...lag to....lead
13.	LVRT/HVRT	
14.	No. Of AC Auxiliary sources	
15.	No. Of DC sources	
16.	% Current Harmonics	
17.	% DC Injection	
18.	Flicker	
19.	Metering	
20.	Protection System (for generating station and Substation separately including busbar – attach separate sheet if required)	
21.	Disturbance recording and Event logging(for generating station and Substation separately including busbar)	
22.	Earthing (for generating station and Substation separately)	
23.	SCADA	
24.	Auxiliary Consumption (kWh)	
25.	Scheduled Month /Year of Commissioning	
26.	Type Test Certificates(attach all certificates)	

27.	Any Other Documents	
-----	---------------------	--

Seal of Company

Name of Generator:

Date:

Signature:

Schedule 2: Location of Plant

(To be filled signed by Generator)

Sr. No.	Particulars	Details to be filled up by the Generator
1.	Land purchase/lease date	To be provided separately
2.	Total area of the land in possession	-do-
3.	Name of (a) village (b) Tehsil (c) District Location/Installation	Village Tehsil District State
4.	Survey No.	To be provided separately
5	Whether counter-survey of the land is carried out (copy enclosed)	To be provided separately
6.	Power Evacuation system used for transmitting the power generated from the plant to the Delivery Point	To be provided separately in consultation with concerned STU/CTU

Seal of Company

Name of Generator: M/s

Date:

Signature:

Schedule 3: Plant Layout

Attach Appropriate Drawings/Documents

(To be provided separately)

Schedule 4: Site Drawing

Attach Appropriate Drawings/Documents

(To be provided later)

Schedule 5: Format for Monthly Energy Bill

To be prepared as per requirements

Schedule 6: Approvals

1. Consent from concerned state utility for the evacuation scheme for evacuation of the power generated by the MW Wind Power Projects.
2. Approval of the concerned Electrical Inspectorate, for commissioning of the transmission line and the MW Wind Power Projects.
3. Certificate of Commissioning of Wind Power Plant at the Project Site.
4. Permission from all other statutory and non-statutory bodies required for the Project.
5. Clearance from the Department of Forest, Ecology and Environment, if required.
6. Approval for water from the concerned authority (if applicable) required for the project

Note: Each item to be provided separately.

Schedule 7: Tariff Quoted by the Generator

(Copy Enclosed)

ANNEXURES
BIDDING FORMATS

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in RfS and other Bid submission requirements specified in the RfS documents.

1. Covering Letter (Format 1)
2. Power of Attorney (Format 2)
3. Consortium Agreement (Format 3)
4. Qualification Requirement (Format 4)
5. Board Resolutions (Format 5)
6. Earnest Money Deposit (Format 6)
7. Financial Bid (Format 7)
8. Disclosure (Format 8)
9. Details of generation plant (Format 9)
10. Bid Agreement (Format 10)
11. No Deviation Certificate (Format 11)

A Bidder may use additional sheets as required to submit the detailed information for its response to bid.

[KSEBL is authorized to modify any of these formats of RfS to facilitate information for assessing Qualification Requirements specified in the RfS or for any other reasons. Such modification shall be construed as a change in Standard Bid Documents]

FORMAT – 1

COVERING LETTER

(Covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of the Bidding Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

The Chief Engineer (REES) Kerala State Electricity Board Ltd.,
9th Floor, Vidyuthi Bhavanam,
Pattom P.O, Thiruvananthapuram, Kerala.
PIN – 695 004,
email – cerees@kseb.in

Sub:

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS and RfS Documents for and Supply of Energy there from to Kerala State Electricity Board Ltd through tariff based competitive bidding process in response to RfS dated....., hereby submit our Bid comprising of Financial Bid and Non-Financial Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RfS.

41 We give our unconditional acceptance to the RFS, No. dated [Insert date in dd/mm/yyyy] and RfS Documents attached thereto, issued by the KSEBL, as amended. In token of our acceptance to the RfS Documents, the same have been digitally signed by us and confirms with the bidding process. We shall ensure that we shall execute such RfS Documents as per the provisions of the RfS and provisions of such RfS Documents binding on us.

42 We have submitted our firm Tariff, valid for 25 years at delivery point for a cumulative Capacity of.. ... MW (Specify Total MW Capacity) as per Annexure to Format 1 - Format of Covering Letter, in compliance to the RfS&RfS Documents.

43 Earnest Money Deposit

We have enclosed EMD for Rs..... [Insert Amount], in the form of bank guarantee no.....[Insert number of the bank guarantee] dated [Insert date of bank guarantee] as per Format 6 from [Insert name of bank providing Earnest Money Deposit] and valid up to.....in terms of this RfS. The offered quantum of power by us is MW [Insert total capacity offered]

44 We have submitted our Financial Bid strictly as per this RfS, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

45 **Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by the KSEBL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to supply of power.

46 Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RfS Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in the RfS&RfS Documents have been fully examined and considered while submitting the Bid.

47 Contact Person

Details of the contact person are furnished as under:

Name:
Designation:
Company:
Address:
Phone Nos.:
Fax Nos.:
E-mail address:

- 48 We are enclosing herewith the offer in respective covers in compliance to RfS containing duly signed formats as desired by you in the RfS for your consideration.
- 49 It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfS and subsequent corrigenda from the KSEBL.
- 50 The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RfS and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
- 51 We undertake that we shall not submit any bid, on the basis of the same generation plant and quantum of power from such plant as mentioned in our Bid, in any other bid process till the time of selection of Successful Bidder and issue of LOA or the termination of the process, whichever is earlier, subject to a period of one hundred and twenty (120) days from issue of RfS
- 52 [Insert in case of incorporation of Project Company by the Bidding Company/Bidding Consortium] We undertake that if we are selected as the Successful Bidder, we shall transfer all Consents, Clearances and Permits in the name of the Project Company within the period specified in the PPA, if such Consents, Clearances and Permits have been obtained in the name of a company other than the Project Company prior to the submission of our Bid.
- 53 We confirm that our Bid meets the following conditions:
- 53.1 The Scheduled Commissioning Date is not later than the date specified in the RfS, subject to the provisions of the PPA.
- 53.2 The quantum of power offered in our Bid is for the following capacity.

Generation Plant location	Offered Capacity in MW
MW

- 54 We confirm that the Financial Bid(s) conform(s) to all the conditions in the RfS including:
- Financial Bid(s) is/are in the prescribed Format 7, and is submitted online, digitally signed by the authorised signatory.
 - Financial Bid(s) is/are unconditional.
- 55 We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and fifty (150) days from RfS due date.
- 56 We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in this RfS.
- 57 We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after

our selection as Successful Bidder, we agree that the same would be treated bidder's event of default under PPA, and consequent provisions of RfS&RfS Documents shall apply.

Dated the _____ day of _____, 20...

Thanking you,
We remain,

Yours faithfully,
(Signature, Name and Designation of Person Authorized)

Annexure to Format – 1

Summary of Bidding Capacity & Compliance to RfS

Sl. No.	Generation Plant Location	Offered Capacity in MW (Total Capacity from single location)
	MW
Details of EMD submitted (Amount, Issuing Bank, Validity etc.)		
Details of Bid Submission Fee Remitted (Amount, UTR No., Date of transaction etc.)		

Signature, Name and Designation of Authorized Person

FORMAT 2

Power of Attorney (duly notarized by Notary Public) to be provided by each of the other members of the Consortium in favor of the Lead Member

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at ,and M/s having its registered office at , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium) (Hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid and if required, submission of Bid against RfS (in the event selected as the qualified Bidder). We also authorize the said Lead Member to undertake the following acts

- i To submit Bid on behalf of Consortium Members.
- ii To do any other act or submit any information and document related to the above Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium, jointly and severally liable for the execution of the contract, do agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s , as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

Signature, Name and Designation of Person Authorized

Name:

Designation:

Place:

Date:

Accepted

(Signature, Name, Designation and Address of the person
authorised by the board of the Lead Member

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place:-----

Date:-----

FORMAT 3

CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.)

FORM OF CONSORTIUM AGREEMENT BETWEEN

M/s....., M/s.....,

M/s..... And M/s.....

For (.....)

As per **Clause 3.1 f (iv)** of the RfS

THIS Consortium Agreement (hereinafter referred to as “Agreement”) executed on this..... day ofTwo thousand..... between M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the “**Party 1**”, which expression shall include its successors, executors and permitted assigns), M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the “**Party 2**”, which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “**Party n**”, which expression shall include its successors, executors and permitted assigns) (The Bidding Consortium should list the name, address of its registered office and other details of all the Consortium Members) for the purpose of submitting the Bid in response to the RfS and in the event of selection as Successful Bidder to comply with the requirements as specified in the RfS and ensure execution of the RfS Documents as may be required to be entered into with the KSEBL.

Party 1, Party 2, and Party n are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS the KSEBL desires to procure power on long term basis through tariff based competitive bidding process.

WHEREAS, the KSEBL had invited Bids, vide RfS dated [Insert date]

AND WHEREAS Clause 3.1c (iv) of the RfS stipulates that the Bidders qualifying on the strength of a Bidding Consortium shall submit a legally enforceable Consortium Agreement in a format specified in the RfS, whereby the Consortium Members undertake to be liable jointly and severally for the execution of the contract for their respective equity investment commitment for the formation of a Project Company and undertake to submit the Performance Bank Guarantee as required as per the provisions of the RfS, as specified herein.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the parties in this Consortium do hereby mutually agree as follows:

- a In consideration of the selection of the Consortium as the Successful Bidder by the KSEBL, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of (the names of all the other Members of the Consortium to be filled in here).
- b The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members.
- c The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective equity obligations. Each Consortium Member further undertakes to be

individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

- d (Insert as applicable) The Consortium shall be responsible to incorporate a Project Company as a legal entity as per the provisions of the RfS, within fifteen (15) days of issue of LOI provided such a Project Company has not been incorporated by the Bidder prior to the submission of the Bid.

OR

The Consortium has incorporated a Project Company by the name (Insert name of the Project Company) to undertake the responsibilities and obligations for supply of power as per the provisions of the RfS Documents. The percentage of equity holding of each Member of the Consortium in the Project Company shall be/is as follows:

Name	Percentage of equity holding in the Project Company
Party 1
....
Party n
Total	100%

(Note: The percentage equity holding for any Consortium Member in the Project cannot be Zero in the above table)

- e In case of any breach of any of the equity investment commitment as specified under clause 4 above by any of the Consortium Members for the formation of the Project Company, the Lead Member shall be liable to meet the equity obligation.
- f Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- g It is further specifically agreed that the financial liability for equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
- h This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Thiruvananthapuram alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
- i It is hereby agreed that the Lead Member shall furnish the Earnest Money Deposit, as stipulated in the RfS, on behalf of the Consortium.
- j It is hereby agreed that in case of selection of Bidding Consortium as the Successful Bidder, the Parties to this Consortium Agreement do hereby agree that they shall furnish the Performance Bank Guarantee (CPG) on behalf of the Seller in favour of the KSEBL, as stipulated in the RfS and RfS Documents. The Lead Member shall be responsible for ensuring the submission of the CPG on behalf of all the Consortium Members.
- k It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Bidder, shall remain valid over the term of the PPA, unless expressly agreed to the contrary by the KSEBL.
- l The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the RfS for the purposes of the Bid.

- m It is expressly understood and agreed between the Members that the responsibilities and obligations of each of the Members shall be as delineated as annexed hereto (Attach as applicable) forming integral part of this Agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the supply of power envisaged in the RfS Documents.
- n It is clearly agreed that the Lead Member shall ensure performance under the agreements and if one or more Consortium Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
- o It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the KSEBL.

This Consortium Agreement

- 40 has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- 41 sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
- 42 may not be amended or modified except in writing signed by each of the Parties and with prior written consent of KSEBL:

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

Common Seal of has been
affixed in my/our presence pursuant to the
Board of Director's resolution
dated

.....
(Signature)

Name:

Designation:.....

For and on behalf of Consortium Member (party
1)

M/s.....

.....
(Signature of authorized
representative)

Name:

Designation:

Place:

Date:

Witness :

1.
(Signature)
Name
Designation.....

1.
(Signature)
Name
Designation.....

Common Seal of has been
affixed in my/our presence pursuant to the
Board of Directors Resolution dated
.....

For and behalf of Consortium Member (party 1)
M/s.....
...

(Signature)

(Signature of authorized
representative)

Name:
Designation:

Name:
Designation:
Place:
Date:
Witness

1.....
(Signature)
Name:.....
Designation:.....

2.....
(Signature)
Name:.....
Designation:.....

Attested.....

(Signature)

(Notary Public)

Place:.....

Date:.....

Separate witnesses for each Consortium Member should fill in the details.

Annexure to Format - 3

Declaration of responsibilities and obligations of each of the Members as per Clause 13 of Format - 3 for the Consortium Agreement to be attached by the Bidder

FORMAT 4
QUALIFICATION REQUIREMENT

[On the letter head]

To,

The Chief Engineer (REES,
Kerala State Electricity Board Ltd.,
8th Floor, Vidyuthi Bhavanam,
Pattom P.O, Thiruvananthapuram, Kerala.
Pin – 695 004,
Phone: +91 -471-2514554; +91 -9446008581,
Email - dce.cp@kseb.in

Dear Sir,

Sub:

We submit our Bid for the total capacity of MW [Insert total offered capacity in MW]; for which we submit details of our Qualification Requirements.

- e NETWORTH (Clause 3.4.1 of RfS)**
- f DETAILS REGARDING ANNUAL TURN OVER (attach details - clause 3.4.4)**
- g DETAILS REGARDING INTERNAL RESOURCE GENERATION (attach details – clause 3.4.4)**
- h BANK REFERENCES/LINE OF CREDIT etc (attach details – clause 3.4.4)**

(Note: Applicable in case of bidding companies)

We certify that the Bidding Company/Member of Bidding Company had a minimum Net worth of Rs.-..... Crore for MW based on unconsolidated audited annual accounts for the last three (3) financial years -----[indicate last three financial years].

For the above calculations, we have considered the Net worth by Bidding Company and/ or its Parent/ Affiliates for the last three financial year _____ as per following details:

Name of Company	Relationship with Bidding Company*	Net worth (Rs. in Crore)	Financial Year
1.			
2.			
3.			
Total Net worth			

* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent / Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Deadline, duly certified by the company secretary/chartered accountant is required to be attached with the format.

Note: - In case a Bidder offers capacity from more than one generation plant, the Net worth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder.

[Note: Applicable in case of Bidding Consortium]

(To be filled by each Member in a Bidding Consortium separately)

- 39 Name of Member :
- 40 Total Net worth requirement : Crore
- 41 Percentage of equity commitment by the Member : %
- 42 Net worth requirement for the Member : Crore

Generation Plant: -----

Net worth Requirement to be met by Member in Proportion to the Equity Commitment: Rs. Crore (Equity Commitment (%) * Rs [] Crore)

For the above calculations, we have considered Net worth by Member in Bidding Consortium and/ or Parent/ Affiliate for financial year _____ as per following details:

Name of Company	Relationship with Member* (Parent/ Affiliate)	Networth** (Rs. In Crore)
Company 1		
Company 2		
Company 3		
Total		

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship as on seven (7) days prior to the Bid Due Date duly certified by the company secretary/chartered accountant is required to be attached with the format.

** Net worth requirement to be met by a Member shall be in proportion to the equity commitment of the Member for the Project Company and in case of the bidder quoting from more than one generation plant, the Net worth shall be computed and evaluated on the basis of the sum total of the capacities offered by the Bidder in its Financial Bid.

[If a Bidder is offering capacity from different plants, the above table has to be filled in separately for each generation plant.]

Note: Along with the above format, in a separate sheet, provide details of computation of Net worth duly certified by Statutory Auditor.

i REQUIREMENT OF CLEARANCES etc (clause 1.8)

- 11 **Environmental Clearance:** Enclose copy of the requisite proposal submitted for obtaining NOC to the concerned administrative authority responsible for according final approval, duly attested by the authorized signatory.
- 12 Approval from the concerned Authority (if applicable) for Water required for the Power Project.
- 13 Technology Feasibility Report for the Power Project & Technology Tie-up. (The Bidder shall be required to provide technology tie-up).
- 14 Requisite wind/meteorological and seismological data etc. of the geographic location proposed. However, any such data/ report will only be indicative in nature and bidders are required to do their due diligence before submission of bid.

j DETAILS OF WIND POWER PROJECTS COMMISSIONED BY THE BIDDER

Sl.No.	Location with Postal Address	Whether done as individual or as joint venture (attach details)	Capacity (MW)	COD

Yours faithfully

Signature & Name of the
person Authorized by the Board

Signature and stamp of the
Statutory Auditor

Date:

FORMAT 5
BOARD RESOLUTION

(Format for the Board resolution to be passed)

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/2013, passed the following Resolution:

- 1. RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for "Procurement of 200 MW on long term from Wind plants on All India basis, including signing and submission of all documents and providing information / Bid to KSEBL , representing us in all matters before KSEBL, and generally dealing with KSEBL in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
- 15 FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956/2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]
- 16 FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956/2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. **(To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**
- 17 FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with M/s -----[*Insert the name of other Members in the Consortium*] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. Further, the RfS and RfS Project Documents have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**
- 18 FURTHER RESOLVED THAT** Mr/Ms....., be and is hereby authorized to execute the Power of Attorney in favour of the Lead Member. **(To be provided by the each Member of the Bidding Consortium except the Lead Member)** And
- 19 FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. **(To be passed by the Lead Member of the Bidding Consortium)**
- 20 FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for "Procurement of 200 MW on long term from Wind Plants and confirm that all the equity investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the Performance Bank Guarantee required to be submitted as per terms and conditions of RfS and confirm that in the event of failure by ---- M/s.....(Insert Name of Bidding Company/ Consortium Member(s)) to submit the Performance Bank Guarantee, we shall submit the Performance Bank Guarantee. **(To be passed by the Parent/Affiliate(s) whose financial credentials have been used.)**

(Signature, Name and stamp of Company Secretary/Director)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/Director.
- 21 Certificate of Incorporation, Memorandum and Articles of Association of the Bidder and its Parent/Affiliate(s) whose credentials have been used should be submitted.
- 22 The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

FORMAT 6

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

In consideration of the (Insert name of the Bidder) submitting the Bid *inter alia* for -----
----- in response to the RfS dated[*Insert date of RfS*] issued by KSEBL, acting through the Chief Engineer (REES), Kerala State Electricity Board Ltd., 8th Floor, Vidyuthi Bhavanam, Pattom P.O, Thiruvananthapuram, Kerala., Pin – 695 004, Phone: +91 -471-251 4554; +91 -9446008581, Email: dce.cp@kseb.in, (hereinafter referred to as KSEBL) and such KSEBL agreeing to consider the Bid of [*Insert the name of the Bidder*] as per the terms of the RfS, the (Insert name and address of the bank issuing the Earnest Money Deposit, and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to the KSEBL or its authorized representative forthwith on demand in writing from the KSEBL or any representative authorized by it in this behalf an amount not exceeding RS. (Rupees only) [Insert amount not less than as calculated as per **Clause 6** of RfS], on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including (Insert date of validity of EMD in accordance with this RfS) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees (Rupees...only). Our Guarantee shall remain in force until [Date to be inserted by KSEBL] or its authorized representative shall be entitled to invoke this Guarantee until [Insert Date, which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the KSEBL or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the KSEBL or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require KSEBL or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the KSEBL or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Thiruvananthapuram shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, the KSEBL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by KSEBL or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the KSEBL and may be assigned, in whole or in part, (whether absolutely or by way of security) by the KSEBL to any entity to whom it is entitled to assign its rights and obligations under the RfS Documents.

The Guarantor Bank hereby agrees and acknowledges that KSEBL shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rupees..... only) and it shall remain in force until [Date to be inserted on the basis of **Clause 6** of RfS], with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if KSEBL or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

1.

Signature

Signature

Name:

Name and address.

Designation with Bank Stamp

2.

Name and address

Attorney as per power of attorney No.

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20....

Note: The Stamp Paper should be in the name of the Executing Bank.

FORMAT 7

FINANCIAL BID (INITIAL PRICE OFFER)

A - Guidelines to Bidders to complete the financial bid in DEEP e bidding portal

- a The Financial Bid format is given only for reference to the bidder and shall not be enclosed with the Non-Financial Bid in Cover 1 or 2 nor any hard copy of the same is to be sent to this office.
- b The Financial Bid is to be uploaded in the e-bidding portal. The bidder will have to specify the total quantum of power he intends to supply, single price for all the locations from which he intends to supply and the minimum threshold quantum acceptable to the Bidder.
- c The Bidder may quote for any quantum of power from any number of locations up to the requisitioned capacity for the full contract but the capacity of each delivery point shall not be less than the minimum bid capacity of 5 MW.
- d The quoted tariff in Rupees per unit shall be provided up to three (3) decimal points and cannot be more than Rs.3.000
- e Please note that the rate quoted shall be the fixed tariff per kWh for the contract period i.e., for 25 years.

FORMAT – 8
DISCLOSURE

(On the Letter Head of Bidding Company / Each Member in a Bidding Consortium)

Disclosure

To:

The Chief Engineer ,
Kerala State Electricity Board Ltd.,
8th Floor, VidyuthiBhavanam,
Pattom P.O, Thiruvananthapuram, Kerala.
PIN – 695 004,
Tel: +91 0471-251 4554; +91 9446008581,
Email: dce.cp@kseb.in

Sub: Bidders' Disclosure for Bid for supply of power to KSEBL in response to the RfS dated ... [Insert date]

We hereby declare that our Parent, Affiliate or Ultimate Parent with which we have direct or indirect relationships is not separately participating in this Bid.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our Bid will be rejected and if LoI has been issued, the same will be cancelled and the available bank guarantees will be en-cashed.

(Signature & Name of the person Authorized By the board)

FORMAT – 9
BID AGREEMENT

Form of Agreement to be executed by the bidder and to accompany the bid, in Kerala Government Stamp Paper to the Value of Indian Rupees 200/-)

Articles of agreement executed on this the day of..... two thousand..... between the Kerala State Electricity Board Limited acting through.. .. the Chief Engineer (REES), Vidyuthi Bhavanam, Pattom, Thiruvananthapuram, hereinafter referred to as “The KSEBL” of the one part and Sri
.....(here enter name and address of the bidder), hereinafter referred to as “the bounden” of the other part.

WHEREAS in response to the RfS as per Notification No.datedand subsequent amendments thereto, the bounden has submitted to the KSEBL a bid for the specified therein subject to the terms and conditions contained in the said RfS/bid documents.

WHEREAS the bounden has also submitted a Bank Guarantee for Rs. as Earnest Money Deposit for execution of an agreement undertaking the due fulfillment of the contract in case his bid is accepted by the KSEBL.

NOW THESE PRESENTS WITNESS AND it is hereby mutually agreed as follows:

In case the bid submitted by the bounden is accepted by the KSEBL with or without modifications and the Contract for is awarded to the bounden, the bounden shall within 30 days of award shall submit a Bank Guarantee in lieu of performance Bank Guarantee and enter in to a Power Purchase Agreement with KSEBL within 150 days from the date of issue of RfS incorporating all the terms and conditions under which the KSEBL accepts his bid.

In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the KSEBL shall have power and authority to recover from the bounden any loss or damages caused to the KSEBL by such breach as may be determined by the KSEBL, appropriating the moneys inclusive of EMD or/any kind of security furnished by the bounden and if the money or security is found to be inadequate, the deficit amount may be recovered from the bounden and his properties movable and immovable and also in the manner hereinafter contained. The bounden will have no claim or right over the moneys and/or securities and EMD appropriated by the KSEBL and those moneys or/and securities shall belong to the KSEBL.

All sums found due to the KSEBL under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as those such sums are arrears of land revenue and also in such other manner as the KSEBL may deem fit.

In witness where of Sri/Smt.....(here enter name and designation) for and on behalf of KSEBL and Sri....., the bounden have here unto set their names the day and year shown against their respective Signatures.

Signed by Sri..... (Date)

In the presence of witnesses:

- 1.
- 2.

Signed by Sri..... (Date)

In the presence of Witnesses:

- 1.
- 2.

FORMAT - 10

NO DEVIATION CERTIFICATE

To

The Chief Engineer (REES),
Kerala State Electricity Board Ltd.,
8th Floor, Vidyuthi Bhavanam,
Pattom P.O, Thiruvananthapuram, Kerala.
PIN – 695 004,
Tel: +91 0471-251 4554; +91 9446008581,
Email:dce.cp@kseb.in .

Sub

Ref:RfS No:

Dear Sir/Madam,

With reference to above, this is to confirm that, we have not taken any deviation from RfS clauses. We hereby convey our unqualified acceptance to the terms and conditions as stipulated in the RfS.

In the event of observance of any deviation in any part of our offer at a later date, whether implicit or explicit, the deviations shall stand null and void.

Thanking you,

Yours faithfully,

Name of authorised representative of the bidder)

Place:

Date:

**ADDITIONAL FORMATS FOR
BIDDER'S INFORMATION
AND REFERENCE**

FORMATS FOR BIDDER'S INFORMATION AND REFERENCE

Following formats and enclosures are provided for Bidder's information and reference and also to provide assistance in preparation of its Bid.

- 24 Format for clarifications/ amendments on the RfS / RfS Documents (Format 11)
- 25 List of Banks (Format 12)
- 26 Check List For Submission Of Bids (Format 14)
- 27 Statement Of Technical Requirements For Wind Power Plants (Format 15)

FORMAT 11

Format for Clarifications/ Amendments on the RfS/RfS Documents
(To be prepared in .xls format and submitted at pre-bid stage only)

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment

This format shall be used for submission of request for clarifications / amendments on the draft RfS Documents as per the provisions of this RfS.

.....

(Signature & Name of the person Authorized By the board)

FORMAT 12
LIST OF BANKS

Scheduled Commercial Banks

A. SBI and Associates

- State Bank of India
- State Bank of Bikaner and Jaipur
- State Bank of Hyderabad
- State Bank of Indore
- State Bank of Mysore
- State Bank of Patiala
- State Bank of Saurashtra

B. Other Nationalised Banks

- Allahabad Bank
- Andhra Bank
- Bank of India
- Bank of Maharashtra
- Bank of Baroda
- Canara Bank
- Central Bank of India
- Corporation Bank
- Dena Bank
- Indian Bank
- Indian Overseas Bank
- Oriental Bank of Commerce
- Punjab National Bank
- Punjab and Sind Bank
- Syndicate Bank
- Union Bank of India
- United Bank of India
- UCO Bank
- Vijaya Bank

C. Scheduled Private Banks

- Federal Bank
- ING Vysya Bank Ltd.
- ICICI Bank Ltd.
- Indus Ind Bank
- HDFC Bank Ltd
- IDBI Bank Ltd
- Axis Bank
- Kotak Mahindra Bank

[The above list is indicative and the KSEBL is authorized to modify the aforesaid list of Banks as deemed fit. Such modification shall not be construed as a change in standard bidding documents.]

FORMAT 13**CHECK LIST FOR SUBMISSION OF BIDS**

	Authorization letter , authorizing the DSC holders, who digitally sign the bid documents, to sign on behalf of the bidder;
1	Covering Letter
2	Power of Attorney
3	Consortium Agreement
4	Qualification Requirement
5	Board Resolutions
6	Bank Guarantee for EMD
7	Financial Bid (Shall only be submitted digitally through the designated bidding portal)
8	Format for Disclosure
9	Details of proposed Generation Plants (Separate forms for power plants at different locations)
10	Bid Agreement
11	No Deviation Certificate
12	Scanned copy of the PAN card of the bidder.

FORMAT 15**STATEMENT OF TECHNICAL REQUIREMENTS FOR WIND POWER PLANTS**

Sl. No	Particulars	Requirement condition	Specifications Offered by Wind Power Generator	Remarks
1	Project/ Plant Capacity	MW	
2	Location of the Plant			
3	Proposed voltage level of the substation at which power is proposed to be injected.			
4	Proposed line length to the Substation forming part of the Intra State transmission network in the State of Kerala			
5	Expected CUF for the proposed plant			
6	Minimum CUF for the purpose of this tender			
7	Maximum CUF for the purpose of this tender			
8	Expected Annual Generation			
10	Power conditioners / Inverters and Generating Station	Must confirm to the IEC/equivalent standards as specified below		
		Efficiency measurements IEC 61683		
		Environmental Testing IEC 60068-2/IEC 62093		
		Anti –Islanding Protection IEEE 1547/IEC 62116 or equivalent standards		
		Electromagnetic compatibility IEC 61000-6-2, IEC 61000-6-4 and other relevant part of IEC 61000		

		Electrical safety IEC 62103/IEC 62109-1&2		
		The equipments shall meet the requirements in accordance with the provisions of the part I of CEA(Technical standards for connectivity to the Grid) Regulation 2007, part II A1,B1 and B2 of the CEA(Technical Standard for connectivity to the Grid) (Amendment) Regulation 2013, CEA(Grid standards for Operation and Maintenance of Transmission Lines) Regulations, Grid code and State grid code		
12	Metering Equipments and meter	The equipments shall meet the requirements in accordance with the provisions of the CEA(Installation and Operation of meters) Amendment Regulation 2010		
13	SCADA/Data Acquisition System	Shall satisfy the prevailing rules of Central and State Regulatory Commission		
14	Performance Monitoring	Must install necessary equipments as per the prevailing rules		
15	Test Certificate	Must be from accredited agencies		
16	Brief about proposed technology	(Bidder to include the particulars)		

SECTION – 2

MoP Guidelines for procurement
of Power from tariff based WPP

MINISTRY OF POWER RESOLUTION

New Delhi, the 8th December, 2017

Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects

No. 23/54/2017-R&R.—1. BACKGROUND

1.1 The wind power deployment in the country started in early 90s and with the conducive policy environment provided at Central and State level this segment has achieved the highest growth amongst the other renewable energy technologies. The present wind power installed capacity in the country is over 32.7 GW, providing around 9% of the total installed capacity. Globally India is at the 4th position in terms of wind power installed capacity after China, USA and Germany.

1.2 The Government of India has set an ambitious target of achieving 175 GW power capacity from renewable energy resources by 2022 and out of this 60 GW is to come from wind power.

1.3 The National Institute of Wind Energy (NIWE) assessed the wind power potential in the country to be over 302 GW at 100 meter above ground level. Most of this potential exists in seven windy States namely Andhra Pradesh, Gujarat, Karnataka, Madhya Pradesh, Maharashtra, Rajasthan and Tamil Nadu.

1.4 Earlier, the wind power was being procured by the Distribution Utilities at Feed-in-Tariff (FiT) determined by the respective State Electricity Regulatory Commission (SERC). FiT coupled with various incentives provided by the Central and State Government enabled the growth of the wind sector many folds since 2002. The country also has strong manufacturing base with annual capacity of around 10 GW.

1.5 One of the key objectives of the Electricity Act, 2003 is promotion of competition in the electricity sector. Section 63 of the Act provides for adoption of the tariff by the Appropriate Commission if the same has been determined through transparent process of bidding in accordance with the guidelines issued by the Central Government. The National Electricity Policy, 2005 also provides for competition in the renewable energy sector to reduce the cost. The National Tariff Policy notified on 28 January 2016 also provides for encouraging procurement of renewable power through competitive bidding to reduce the tariff.

1.6 These Guidelines have been formulated for procurement of wind power through transparent process of bidding under Section 63 of the Act.

28 OBJECTIVES OF GUIDELINES

28.1 The objective of these Guidelines is to provide a framework for procurement of wind power through a transparent process of bidding including standardization of the process and defining of roles and responsibilities of various stakeholders. These Guidelines aim to enable the Distribution Licensees to procure wind power at competitive rates in a cost effective manner.

29 APPLICABILITY OF GUIDELINES

29.1 These Guidelines are being issued under the provisions of Section 63 of the

Electricity Act, 2003 for long- term procurement of electricity through competitive bidding process, by the ‘Procurer(s)’, from grid- connected Wind Power Projects (‘WPP’) having, (a) individual size of 5 MW and above at one site with minimum bid capacity of 25 MW for intra-state projects; and (b) individual size of 50 MW and above at one site with minimum bid capacity of 50 MW for inter-state projects.

Explanation:

- a **Procurer(s):** The term ‘Procurer(s)’, as the context may require, shall mean the distribution licensee(s), or their Authorized Representative, or an Intermediary Procurer.
- b **Authorised Representative of the Procurer(s):** In cases, where the distribution licensee(s), authorize any agency to carry out the tendering / bidding process on its behalf then the agency will be responsible for fulfilling all the obligations imposed on the ‘Procurer(s)’ during the bidding phase, in accordance with these Guidelines.
- c **Intermediary Procurer**
 - c.i In some cases, an intermediary, between the distribution licensee(s) and the Wind Power Generator(s) (WPG) may be required either to aggregate the wind power to be purchased from different generators and sell it to the distribution licensee(s) or to enhance the credit profile. In such cases, the ‘Intermediary Procurer’ is essentially a trader, buying power from the WPG(s) and selling the same to one or more distribution licensees and shall carry out the bidding as per provisions of these Guidelines.
 - c.ii The Intermediary Procurer shall enter into a Power Purchase Agreement (PPA) with the WPG(s) and also enter into a Power Sale Agreement (PSA) with the distribution licensee(s). The PSA shall contain the relevant provisions of the PPA on a back to back basis. The Intermediary Procurer may charge trading margin as notified by the Appropriate Commission or in the absence of such notification as mutually agreed with distribution licensee(s).
 - c.iii As long as the Intermediary Procurer has followed these Guidelines for procurement of wind power, the distribution licensee(s) shall be deemed to have followed these Guidelines for procurement of wind power.

29.2 Unless explicitly specified in these Guidelines, the provisions of these Guidelines shall be binding on the Procurer, Authorised Representative and Intermediary Procurer. The process to be adopted in event of any deviation proposed from these Guidelines is specified in Clause 22 of these Guidelines.

30 APPROPRIATE COMMISSION

30.1 Subject to the provisions of the Electricity Act, 2003, Appropriate Commission would be as under:

- a In case the wind power projects supplying power to Distribution licensee(s) of one State, the Appropriate Commission, for the purpose of these bidding Guidelines, shall be the State Electricity Regulatory Commission of the concerned State where the distribution licensee(s) is located.
- b In case the wind power projects supplying power to Distribution licensee(s) of more than one State, the Appropriate Commission, for the purpose of these bidding

Guidelines, shall be the Central Electricity Regulatory Commission.

- c For cases involving sale of wind power from generating companies owned or controlled by Central Government, the Appropriate Commission shall be the Central Electricity Regulatory Commission.

31 PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

The Procurer shall meet the following conditions:

31.1 Bid Documentation:

31.1.1 Prepare the bid documents in accordance with these Guidelines and Standard Bidding Documents (SBDs) [consisting of Model Request for Selection (RfS) Document, Model PPA and Model PSA], notified by the Central Government, except as provided in sub clause (c) below.

31.1.2 Inform the Appropriate Commission about the initiation of the bidding process.

31.1.3 Seek approval of the Appropriate Commission for deviations, if any, in the draft RfS, draft PPA, draft PSA (if applicable) from these Guidelines and/ or SBDs, in accordance with the process described in Clause 22 of these Guidelines.

31.1.3.1 However, till the time the SBDs are notified by the Central Government, for purpose of clarity, if the Procurer while preparing the draft RfS, draft PPA, draft PSA and other Project agreements provides detailed provisions that are consistent with the Guidelines, such detailing will not be considered as deviations from these Guidelines even though such details are not provided in the Guidelines.

31.1.3.2 Further, in case of an ongoing bidding process, if the bids have already been submitted by bidders prior to the notification of these Guidelines and/or SBDs, then if there are any deviations between these Guidelines and/or the SBDs and the proposed RfS, PPA, PSA (if applicable), the RfS, PPA and the PSA shall prevail.

SEC. 1]

31.2 Site-related project preparatory activities including clearances:

In order to ensure timely commencement of supply of electricity, the bidder would be required to submit documents in respect of matters as mentioned below, as per the time schedule specified in the bidding documents:

- 31.2.1** Land acquisition: Identification of the 100% (hundred per cent) land at the time of bid submission and within 7 (seven) months of the execution of the PPA, submission of documents/ Lease Agreement to establish possession/ right to use 100 % (hundred per cent) of the required land in the name of the WPG or its Affiliate for a period not less than the complete term of PPA. In case the land is in the name of Affiliate³, the land should be transferred in the name of WPG prior to Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Procurer, in case of default of the WPG.
- 31.2.2** No Objection Certificate (NOC)/ Environmental clearance (if applicable) for the Project.
- 31.2.3** Forest Clearance (if applicable) for the land for the Project.
- 31.2.4** A letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU), as applicable, confirming technical feasibility of connectivity of the plant to STU/ CTU substation.
- 31.2.5** Any other clearances (if any), as may be legally required.

32 BID STRUCTURE

- 32.1 Bid Size:** The bids shall be designed in terms of total wind power capacity to be procured in MW. For intra- state projects a bidder shall be allowed to bid for a minimum 25 MW wind power projects with at least 5 MW project at one site and for inter-state projects a bidder shall be allowed to bid for a minimum 50 MW wind power project at one site. The Procurer may also choose to specify the maximum capacity that can be allotted to a single bidder including its Affiliates. The maximum capacity for single bidder or company or group of companies may be fixed by the Procurer keeping in mind factors such as economies of scale, land availability, expected competition and need for development of the market.
- 32.2 Bidding Parameters:** For procurement of wind power, the tariff quoted by the bidder shall be the bidding parameter. The Procurer may specify a benchmark tariff and in that case bidder has to quote tariff not more than the benchmark tariff. The Procurer may select either of the following kinds of tariff based bidding: (a) fixed tariff in Rs./kWh for 25 years or more or (b) escalating tariff in Rs./kWh with pre-defined quantum of annual escalations fixed in Rs./kWh and number of years from which such fixed escalation will be provided. The Procurer may also opt for e-reverse auction for final selection of bidders, in such a case, this will be specifically mentioned in the notice inviting bids and bid document. The Procurer may disclose in the RfS, the prevailing incentives available to the WPGs.

33 POWER PURCHASE AGREEMENT

The draft PPA proposed to be entered into with the successful bidder and draft PSA (if applicable) shall be issued along with the RfS. Standard provisions to be incorporated as part of the PPA shall include *inter alia* the following which unless otherwise specified

herein, shall be provided for on a back to back basis in the PSA:

33.1 PPA Period: As the PPA period influences the tariff by determining the period over which the investment is returned to the investor, longer PPA is favoured for lower tariffs. The PPA period should thus be not less than 25 years from the date of the SCD or from the date of full commissioning of the projects, whichever is earlier. The PPA may be further extended on such term and conditions as mutually agreed between the parties signing the PPA and approved by Appropriate Commission, provided the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permits operation of the Wind Power Project beyond the initial PPA period of 25 years.

33.2 Capacity Utilisation Factor (CUF):

7.2.1 The WPG will declare the annual CUF of its Project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. The declared annual CUF shall in no case be less than 22 percent. The variation permitted in wind power generation from the declared CUF value will be indicated in the RfS. The lower limit will, however, be relaxable to the extent of non-availability of grid for evacuation of wind power, which is beyond the control of the WPG. For the first year of operation of the project, the annual CUF shall be calculated for the complete 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.

Affiliate in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company. The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.

- 7.2.2** In case the project supplies energy less than the energy corresponding to the minimum CUF, the WPG will be liable to pay to the Procurer, penalty for the shortfall in availability of energy. This will, however be relaxable to the extent of grid non-availability for evacuation, which is beyond the control of the WPG. The amount of such penalty will be in accordance with the terms of the PPA, which shall ensure that the Procurer is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 75% (seventy-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff. Penalties may be prescribed on the amount of shortfall, higher shortfall may attract higher penalties and vice-versa.
- 7.2.3** In case of availability of power more than the maximum CUF specified, WPG will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, the same may be done at 75% of the PPA tariff, and provision to this effect shall be clearly indicated in the RfS document.

33.3 Repowering: The WPG will be free to re-power their plants during the PPA duration. However, the Procurer will be obliged to buy power only as per terms of PPA and any excess generation will be dealt as specified in clause 7.2 of these Guidelines.

33.4 Payment Security: The Procurer shall provide adequate payment security measures, as specified below:

7.4.1 Scenario 1: Direct procurement by Distribution licensee from WPG:

The Distribution licensee shall provide payment security to the WPG through:

- 1.a Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing from the Project under consideration;
- AND**
- 1.b Payment Security Fund**, which shall be suitable to support payment for at least 3 (three) months' billing of all the Projects tied up with such fund;
- 1.c** In addition to a) & b) above, the Procurer may also choose to provide **State Government Guarantee**, in a legally enforceable form, ensuring that there is adequate security to the WPG, both in terms of payment of energy charges and termination compensation, if any.

7.4.2 Scenario 2: Intermediary-Procurer procures from the WPG and sells to the Distribution licensee:

- 2.a Payment Security by Intermediary Procurer to the WPG:** The Intermediary Procurer shall provide payment security to the WPG through:
- a.i Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing from the Project under consideration;
- AND**
- a.ii Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund.
- 2.b Payment Security by Distribution licensee to Intermediary Procurer:** The Distribution licensee shall provide payment security to the Intermediary Procurer through:
- b.i Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing from the Project(s) under consideration;
- AND**
- b.ii State Government Guarantee**, in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation, if any. *[for the purpose of this clause, the Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government shall qualify as State Government Guarantee covering the security for payment of energy charges]*. The Intermediary Procurer shall ensure that upon invoking this guarantee, it shall at once, pass on the same to the WPG, to the extent the payments to the WPG in terms of the PPA are due.
- b.iii** In addition to i) & ii) above, the Distribution licensee may also choose to provide **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund.
- b.iv** It is hereby clarified that the State Government guarantee shall be invoked only after the Intermediary Procurer has been unable to recover its dues under the PPA by means of the Letter

33.5 Force Majeure: The PPA shall contain provisions with regard to *force majeure* definitions, exclusions, applicability and available relief on account of *force majeure*, as per the industry standards. The WPG shall intimate the Procurer about the occurrence of *force majeure* within 15 (fifteen) days of the start of the *force majeure* and the Procurer shall take a decision on his claim within 15 days of the receipt of the intimation.

Government of India from time to time issues order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind power till a certain date. In case the SCD of wind project is before the date till above ISTS waiver is applicable, and if the commissioning of the wind project gets delayed beyond the applicable date of ISTS waiver due to force majeure event, the liability of transmission charges and losses would be shared between the WPG and procurer(s) in ratio of 50:50. However, in case the commissioning of the wind project gets delayed beyond the applicable date of ISTS waiver due to reasons attributable to the WPG the liability of transmission charges and losses would be of WPG.

33.6 Generation Compensation for Off-take Constraints: The Procurer may be constrained not to off-take the power scheduled by WPG on account of Grid unavailability or in the eventuality of a Back-down.

- Generation Compensation in offtake constraints due to Grid Unavailability:**

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the WPG. In such cases the generation compensation shall be addressed by the Procurer in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as beyond 50 hours in a Contract Year as defined in the PPA:	$\text{Generation Loss} = [(\text{Average Generation per hour during the contract year}) \times (\text{number of hours of grid unavailability during the contract year})]$ <p>Where,</p> $\text{Average Generation per hour during the contract year (kWh)} = \frac{\text{Total generation in the contract year (kWh)}}{8766 \text{ hours}} - \frac{\text{total hours of grid unavailability in a Contract year}}{8766}$

The excess generation by the WPG equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years. (*Contract Year, shall be as defined in PPA.*)

As an alternative to the mechanism provided above in Clause 7.6.1, the Procurer may choose to provide Generation Compensation, in terms of PPA tariff, for the Generation loss as defined in Clause 7.6.1, and for Grid unavailability beyond 50 hours in a Contract Year as defined in the PPA.

- Offtake constraints due to Backdown:** The WPG and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of 'must-run' to wind power projects. Accordingly, no wind 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 Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the WPG shall be eligible for a Generation Compensation, from the Procurer, in the manner detailed below.

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	$\text{Generation Compensation} = 50\% \times (\text{Average Generation during the month corresponding to the capacity backed down}) \times \text{PPA Tariff}$ <p>Where, Average Generation during the month corresponding to the capacity backed down (kWh) =</p> $(\text{CUF during the month}) \times \Sigma (\text{Backed down capacity in MW} \times \text{corresponding time of backdown in hours} \times 1000)$

The 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 7.2.1 and the same will be settled on annual basis. No trading margin shall be applicable on this Generation Compensation.

Possible conditions for exclusion of Generation Compensation, on account of Backdown purposes, shall be clearly specified in the RfS and the PPA.

33.7 Event of Default and the Consequences thereof: While detailed provisions with regard to the event of default of the concerned parties and its resulting consequences shall be detailed in the SBDs, this clause lays down the broad principles of contractually dealing with the default of the WPG and the Procurers (excluding the Intermediary Procurer).

6.7.1 Generator Event of Default and the consequences thereof:

- a** In the event the generator is unable to commission the plant within the stipulated time period, or fails to supply power in terms of the PPA, or assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the generator shall be construed to be in default.
- b** Upon being in default, the WPG shall be liable to pay to the Procurer, damages, as detailed in the PPA. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.
- c** In addition to the levy of damages as aforesaid, in the event of a default by the WPG, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurer. However, in the event the lenders are unable to substitute the defaulting generator within the stipulated period, the Procurer may terminate the PPA and acquire the project assets for an amount equivalent to 90% of the debt due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the project assets.

6.7.2 Procurer Event of Default and the consequences thereof:

- 34** If the Procurer is in default on account of reasons including *inter alia* failure to pay the monthly and/or supplementary bills within the stipulated time period or repudiation of the PPA, the defaulting Procurer shall, subject to the prior consent of the WPG, novate its part of the PPA to any third party, including its Affiliates within the stipulated period.
- 35** In the event the aforesaid novation is not acceptable to the WPG, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the WPG may terminate the PPA and at its discretion require the defaulting Procurer to either (i) takeover the project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity as detailed in the PPA or, (ii) pay to the WPG, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the project assets being retained by the WPG.
- 36** In the event of termination of PPA, any damages or charges payable to the STU/CTU, for the connectivity of the plant, shall be borne by the Procurer.

36.1 Change in Law

- 6.8.1** In the event a change in Law results in any adverse financial loss/ gain to the WPG then, in order to ensure that the WPG is placed in the same financial position as it would have been had it not been for the occurrence of the change in Law, the WPG/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.
- 6.8.2** In these Guidelines, the term 'Change in Law' shall refer to the occurrence of the following events, after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the WPG; or (v) any change in the rates of any taxes which have a direct effect on the Project. However, Change in Law shall not include any change in (a) taxes on corporate income or any change in any withholding tax on income or dividends; and (b) Custom duty on imported equipment.

37 BIDDING PROCESS

- 37.1** The Procurer shall call for the bids adopting a single stage two envelop bidding process to be conducted through Electronic mode (e-bidding). The procurer may also opt for e-reverse auction for final selection of bidders, in such a case, this will be specifically mentioned in the notice inviting bids and bid document. E- procurement platforms with a successful track record and with adequate safety, security and confidentiality features will be used.
- 37.2** The Procurer shall invite the bidders to participate in the RfS for installation of WPP(s) in terms of these Guidelines.
- 37.3** The bidding documents including the RfS, draft PPA and draft PSA (if applicable) shall be prepared by the Procurer in consonance with these Guidelines and the SBDs.
- 37.4** The Procurer shall publish the RfS notice in at least two national newspapers and its own website to accord wide publicity.
- 37.5** The Procurer shall provide opportunity for pre-bid conference to the prospective bidders, and shall provide written interpretation of the bid documents to any bidder which shall also be made available to all other bidders. All the concerned parties shall rely solely on the written communication. Any clarification or revision to the bidding documents shall be uploaded on the website of the Procurer for adequate information. In the event of the issuance of any revision or amendment of the bidding documents, the bidders shall be provided a period of at least 7 (seven) days therefrom, for submission of bids.

38 RFS DOCUMENT

The standard provisions to be provided by the Procurer in the RfS shall include the following:

- 38.1 Bid Responsiveness:** The bid shall be evaluated only if it is responsive and satisfies conditions including *inter-alia* ~

- bidder or any of its Affiliates is not a willful defaulter to any lender
- there is no major litigation pending or threatened against the bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the bidder to undertake the project

38.2 Qualification requirements to be met by the bidders:

38.2.1 Technical Criteria: The Government would like to encourage competition by way of increased participation. However, in order to ensure proper implementation of the projects, the Procurer may choose to specify technical criteria such as past experience of the bidders, timely execution of projects, etc. Such criteria should be set after an assessment of the number of project developers that are expected to meet the criteria so that an adequate level of competition is achieved. Cut-off date for meeting the technical criteria should generally be kept as the end date of the financial year that is previous to the financial year in which the bid is being floated.

38.2.2 Financial Criteria:**a Net-worth:**

- i** The Procurer shall specify financial criteria in the form of net-worth as a part of the qualification requirement. The net-worth requirement should be at least 20% of the Estimated Capital Cost for WPP for the year in which bids are invited.
- ii** The net worth to be considered for the above purpose will be the cumulative net-worth of the bidding company or consortium together with the net-worth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.
- iii** It is clarified that the net-worth to be considered for this clause will be the total net-worth as calculated in accordance with the Companies Act, 2013.

b Liquidity: It is necessary that the bidder has sufficient cash flow/ internal accruals/ any bank reference to manage the fund requirements for the project. Accordingly, the Procurer may also stipulate suitable parameters such as annual turnover, internal resource generation, bank references/ line of credit, bidding capacity etc.

- 38.3 Quantum of the Earnest Money Deposit (EMD):** Procurer will specify the quantum of the Earnest Money Deposit (EMD) in the form of a bank guarantee, to be furnished by the bidders. The EMD shall stand forfeited in the event of failure of the successful bidder to execute the PPA within the stipulated time period.

- 38.4 Compliance of FDI Laws by foreign bidders:** In case a Foreign Company is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

39 BID SUBMISSION AND EVALUATION

- 39.1** Formation of consortium by bidders shall be permitted, in which case the consortium shall identify a lead member which shall be the contact point for all correspondences during the bidding process. The Procurer may specify technical and financial criteria, and lock in requirements for the lead member of the consortium.
- 39.2** The Procurer shall constitute committee for evaluation of the bids (Evaluation Committee), with at least three members, including at least one member with expertise in financial matters/ bid evaluation.
- 39.3** The bidders may be required to submit non-refundable processing fee as specified in the RfS.
- 39.4** The bidders shall be required to submit separate technical and price bids. Bidders shall also be required to furnish necessary bid-guarantee in the form of an EMD along with the bids.
- 39.5** The technical bids shall be evaluated to ensure that the bids submitted meet the eligibility criteria set out in the RfS document on all evaluation parameters. Only the bids that meet the evaluation criteria set out in the RfS shall be considered for further evaluation on the price bids.
- 39.6** The Procurer may hold a pre bid meeting to take feedback and to clarify important aspects of the bidding process.
- 39.7** To ensure competitiveness, the minimum number of qualified bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and the Procurer still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.
- 39.8** The price bid shall be rejected, if it contains any deviation from the bid conditions. No clarifications shall normally be requested from bidders at this stage.
- 39.9** **Bid evaluation methodology:** the comparison of bids shall be on the basis of the bidding criteria as specified in the RfS, i.e. the fixed tariff in Rs./kWh for 25 years or more, as the case may be; or the first year tariff in Rs./kWh in case of escalating tariff in Rs./kWh with pre-defined quantum of annual escalations fixed in Rs./kWh and number of years from which such fixed escalation will be provided. Ranking of the bidders will start from the bidder quoting the 'lowest tariff (L1)'.
- 39.10** The detailed procedure for evaluation of the bid and selection of the bidder shall be provided for in the RfS.

40 INDICATIVE TIME TABLE FOR BID PROCESS

- 40.1** In the bidding process, a minimum period of 30 (thirty) days shall 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.

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	105 days

** In case of any change in RfS document, the Procurer shall provide Bidders additional time in accordance with clause 8.5 of these Guidelines.

Note: It is clarified that if the 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.

- 40.2** In normal circumstances, the bidding process is likely to be completed in a period of 120 (one hundred and twenty) days.

41 CONTRACT AWARD AND CONCLUSION

- 41.1** The PPA shall be signed with the successful Bidder/ Project Company or an SPV formed by the successful Bidder.
- 41.2** After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of RfS bids

been conducted in conformity to the provisions of the RfS.

- 41.3** For the purpose of transparency, the Procurer 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 the website of the Procurer for at least 30 (thirty) days.
- 41.4** Subject to provisions of the Act, the distribution licensee or the intermediary procurer, as the case may be, shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act.

42 BANK GUARANTEES

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

- 42.1 Earnest Money Deposit (EMD)** to be fixed by the Procurer [but not to be more than 2% (two percent) of the Estimated Capital Cost for wind power project for the financial year in which the bids are invited], to be submitted in the form of a bank guarantee along with response to RfS.
- 42.2 Performance Bank Guarantee (PBG)** to be fixed by the Procurer [but not to be more than 5% (five percent) of the Estimated Capital Cost for wind power project for the financial year in which the bids are invited] 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 WPG in terms of the PPA. It is hereby clarified that the damages/dues recovered by the Intermediary Procurer by encashing the PBG, upon the default of the WPG under the PPA, shall be passed on by the Intermediary Procurer to the distribution licensee(s) in terms of the PSA.

43 FINANCIAL CLOSURE

- 43.1** The WPG shall attain the financial closure in terms of the PPA, within 7 (seven) months from the date of execution of the Power Purchase Agreement.
- 43.2** Failing the aforesaid, 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 Procurer, on the sole request of the WPG, 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 WPG without any interest on achievement of successful commissioning within the SCD.

44 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY THE PROMOTER

- 44.1** 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 17), 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 control⁴ till 1 (one) year 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.
- 44.2** Any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken under intimation to Procurer.
- 44.3** In the event the WPG is in default to the lender(s), lenders shall be entitled to undertake '**Substitution of Promoter**' in concurrence with the Procurers.

45 COMMISSIONING

- 45.1 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 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, in case of inter-state project, minimum capacity for acceptance of first part commissioning shall be at least 50 MW. A project of capacity 100 MW or less can be commissioned in maximum two parts. The projects with capacity more than 100 MW can be commissioned in parts of at least 50 MW each, with last part could be the balance capacity. However, the SCD will not get altered due to part-commissioning. 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.

⁴The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of

45.2 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, till the achievement of full commissioning or SCD, whichever is earlier, the Procurer may purchase the generation, at 75% (seventy-five per cent) of the PPA tariff.

45.3 Commissioning Schedule: The Projects shall be commissioned within a period of 18 (eighteen) months from the date of execution of the PPA. However, if for some reasons, the scheduled commissioning period needs to be kept higher than that provided in these Guidelines, the Procurer can do the same at his end. Delay in commissioning, beyond the SCD shall involve penalties on the WPG, as detailed out in PPA.

46 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 SNA. In case of part commissioning COD will be declared only for that part of project capacity.

47 TRANSMISSION CONNECTIVITY

47.1 The WPP shall be designed for inter-connection with STU / CTU substation either directly or from pooling station where other projects also connected, through a dedicated transmission line at the appropriate voltage level, as may be specified by the Procurer.

47.2 The responsibility of getting Transmission Connectivity and LTA to the transmission system owned by the STU / CTU will lie entirely with the WPG and shall be at the cost of WPG.

47.3 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 STU / CTU substation at which the wind power is injected in the transmission system of STU/CTU. For interconnection with grid and metering, the WPGs 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 WPG 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 7.5.

47.4 The WPGs shall comply CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity.

47.5 The transmission connectivity to the WPG may be provided by the CTU/STU, 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.

48 TECHNICAL SPECIFICATIONS

Procurers shall promote commercially established and operational technologies to minimize the technology risk and to achieve the timely commissioning of the Projects. 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, will be allowed for deployment in the country. The wind projects will be developed as per Guidelines issued by MNRE on Development of Onshore Wind Power Projects.

49 ROLE OF STATE NODAL AGENCIES

The State Nodal Agency appointed by respective State Government 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 and constitute Commissioning Committee to verify commissioning of the projects and issue commissioning certificates.

50 PERFORMANCE MONITORING

All wind power projects shall install necessary equipment to continuously measure wind resource data and other weather parameters and electrical parameters from the each wind turbine. They are required to submit this data through online portal to National Institute of Wind Energy for monitoring the performance for the entire life of wind turbine.

51 DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

In case there is any deviation from these Guidelines and/or the SBDs, 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.

52 ARBITRATION

In the event CERC is the Appropriate Commission, any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the CERC. All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996. In the event SERC is the Appropriate Commission, then all disputes shall be adjudicated by the SERC or shall be referred for arbitration by the SERC.

53 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 in consultation with Ministry of Power. The decision in this regard shall be binding on all the parties concerned.

SHALINI PRASAD, Additional Secy.

SECTION – 3

MoP amendment for tariff
based WPP guidelines

MINISTRY OF POWER

RESOLUTION

New Delhi, the 16th July, 2019

Amendment to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects

No. 23/54/2017-R&R.—

1.0 The Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects have been notified vide resolution No. 23/54/2017-R&R published in the Gazette of India (Extraordinary) (Part I-Sec. 1) on 8th December, 2017.

May be read as under:

- a) Land acquisition: Identification of the 100% (hundred per cent) land at the time of bid submission and submission of documents / Lease Agreement to establish possession and right to use 100 % (hundred per cent) of the required land in the name of the WPG for a period not less than the complete term of PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Procurer, in case of default of the WPG.

2.1 The Para at point No. 7.2.1.and 7.2.2. under '**7.2. Capacity Utilisation Factor (CUF)**':

- 7.2.1** The WPG will declare the annual CUF of its Project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. The declared annual CUF shall in no case be less than 22 per cent. The variation permitted in wind power generation from the declared CUF value will be indicated in the RfS. The lower limit will, however, be relaxable to the extent of non-availability of grid for evacuation of wind power, which is beyond the control of the WPG. For the first year of operation of the project, the annual CUF shall be calculated for the complete 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.

- 7.2.2** In case the project supplies energy less than the energy corresponding to the minimum CUF, the WPG will be liable to pay to the Procurer, penalty for the shortfall in availability of energy. This will, however be relaxable to the extent of grid non-availability for evacuation, which is beyond the control of the WPG. The amount of such penalty will be in accordance with the terms of the PPA, which shall ensure that the Procurer is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 75% (seventy-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff. Penalties may be prescribed on the amount of shortfall, higher shortfall may attract higher penalties and vice-versa.

May be read as under:

- 7.2.1** The WPG will declare the annual CUF of its Project at the time of signing of PPA and will be allowed to revise the same once within first three years of COD. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. The declared annual CUF shall in no case be less than 22 per cent. The variation permitted in wind power generation from the declared CUF value will be indicated in the RfS. The lower limit will, however, be relaxable to the extent of non-availability of grid for evacuation of wind power, which is beyond the control of the WPG. For the first year of operation of the project, the annual CUF shall be calculated for the complete 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.

- 7.2.2** In case the project supplies energy less than the energy corresponding to the minimum CUF, the WPG will be liable to pay to the Procurer, penalty for the shortfall in availability of energy. This will, however be relaxable to the extent of grid non-availability for evacuation, which is beyond the control of the WPG. The amount of such penalty will be calculated @ 50% (fifty percent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA. Such penalty as recovered from the WPG, shall be passed on by the Intermediary Procurer to the End Procurer, as the case may be, after deducting losses of Intermediary procurer.

- 2.2** The Para at point No. 16.:

16 COMMISSIONING

- 16.1 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 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned, However, in case of inter-state project, minimum capacity for acceptance of first part commissioning shall be at least 50 MW. A project of capacity 100 MW or less can be commissioned in maximum two parts. The projects with capacity more than 100 MW can be commissioned in parts of at least 50 MW each, with last part could be the balance capacity. However, the SCD will not get altered due to part-

commissioning. 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.

- 16.2 Early Commissioning:** The WPG 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, till the achievement of full commissioning or SCD, whichever is earlier, the Procurer may purchase the generation, at 75% (seventy-five per cent) of the PPA tariff.
- 16.3 Commissioning Schedule:** The Projects shall be commissioned within a period of 18 (eighteen) months from the date of execution of the PPA. However, if for some reasons, the scheduled commissioning period needs to be kept higher than that provided in these Guidelines, the Procurer can do the same at his end. Delay in commissioning, beyond the SCD shall involve penalties on the WPG, as detailed out in PPA.

May be read as under:

16 COMMISSIONING

- 16.1 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 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, in case of inter-state project, minimum capacity for acceptance of first part commissioning shall be at least 50 MW. A project of capacity 100 MW or less can be commissioned in maximum two parts. The projects with capacity more than 100 MW can be commissioned in parts of at least 50 MW each, 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, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPG 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.
- 16.2 Early Commissioning:** The WPG 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 Procurer may purchase the generation, at the PPA tariff.
- 16.3 Commissioning Schedule:** The Projects shall be commissioned by the Scheduled Commissioning Date (SCD), which will be the date as on 18 (eighteen) months from the date of execution of the PPA or PSA, whichever is later. However, if for some reasons, the scheduled commissioning period needs to be kept higher than that provided in these Guidelines, the Procurer can do the same at his end. Delay in commissioning, beyond the SCD shall involve penalties on the WPG, as detailed out in PPA.

It may be noted that commissioning/ part commissioning of the Project will not be declared until the WPG demonstrates possession of land in line with Clause 5.2.(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 WPG in accordance with clause 5.2(a).

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