

ORIGINAL

17/11/2017

BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI
PETITION NO.

IN THE MATTER OF:

Suzlon Power Infrastructure Ltd.

...PETITIONER

VERSUS

Power Grid Corporation of India Ltd & Ors.

...RESPONDENTS

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Through



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**PLACE: NEW DELHI
DATE: 08/08/2017**

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**
PETITION NO.

IN THE MATTER OF:

Suzlon Power Infrastructure Ltd.**PETITIONER**

VERSUS

Power Grid Corporation of India Ltd & Ors.**RESPONDENTS**

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**PLACE: NEW DELHI
DATE: 08/08/2017**

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**

Petition No.

IN THE MATTER OF:

Petition under Section 79(1)(c) and 79(1)(f) of the Electricity Act, 2003 read with Regulation 32 of the CERC (Grant of Connectivity, Long-Term Access & Medium-Term Open Access in Inter State Transmission & related matters), Regulation 2009

AND IN THE MATTER OF:

Suzlon Power Infrastructure Ltd.

Through Vice President
One Earth,
Opp. Magarpatta City,
Hadapsar,
Pune-411028
Maharashtra

... PETITIONER

VERSUS

1. Power Grid Corporation of India LtD.
Corporate Office: Saudamini, Plot No.2,
Sector 29, Gurgaon, Haryana 122001
2. Solar Energy Corporation of India
Managing Director, 1st Floor, D-3, A Wing,
Religare Building District Centre,
Saket, New Delhi – 110017
3. Ministry of New and Renewable Energy
Block-14, CGO Complex,
Lodhi Road, New Delhi
4. Green Infra Wind Energy Private Limited
5th Floor, Tower C,
Building No. 8, DLF Cyber City,
Gurgaon 122002
Haryana
5. Green Infra Renewable Energy Ltd.
5th Floor, Tower C,
Building No. 8, DLF Cyber City,
Gurgaon 122002
Haryana

...RESPONDENTS

MOST RESPECTFULLY SHEWETH:

1. The present Petition is being filed by Suzlon Power Infrastructure Ltd. (SPIL) (hereinafter referred to as the "Petitioner"). The Petitioner is a company incorporated under the Companies Act, 1956, having its registered office at 4A, 4th Floor, 723, Thirumalai Towers, Upstairs of HDFC Bank, Avinashi road Coimbatore- 641 018, India and is engaged in the business of developing Wind Power Parks.
2. The present Petition has been filed under Section 79(1)(c) and 79(1)(f) of the Electricity Act, 2003 read with Regulation 32 of the CERC (Grant of Connectivity, Long-Term Access & Medium-Term Open Access in Inter State Transmission & related matters), Regulation 2009 and its amendments thereof, seeking the Hon'ble Commission to direct PGCIL to allow the utilization of 300 MW Grid connectivity and LTA granted to the Petitioner for Chandragiri Wind Farm, for the 249.90 MW Wind power Project awarded to the Petitioner in consortium with Green infra Wind Energy Limited (hereinafter referred to as "the Consortium") by the

Solar Energy Corporation of India hereinafter referred to as "the SECI).

3. Respondent No.1, Power Grid Corporation of India (PGCIL), is a Government of India Enterprise, notified as the Central Transmission Utility (CTU) under Section 38 of the Electricity Act, 2003 & discharges its functions of coordination & planning for the Inter-State transmission of electricity. Further, the CTU has been nominated as Nodal Agency for processing applications received for the grant of connectivity, long term access & medium term open access to the ISTS under CERC (Grant of Connectivity, Long-term Access & Medium-term Open Access in Inter-State transmission & related matters) Regulations, 2009 [hereinafter called the "CERC Connectivity Regulations, 2009"].
4. Respondent No. 2, Solar Energy Corporation of India is a Central PSU under the administrative control of the Ministry of New and Renewable Energy (MNRE), set up to facilitate the implementation of JNNSM and achievement of targets set therein.
5. Respondent No. 3 is the Ministry of New and Renewable Energy.

6. Respondent No. 4, Green Infra Wind Energy Private Limited (GIWEL), is a company incorporated under the Companies Act, 1956 and is engaged in the business of generation of electricity through wind.
7. Green Infra Renewable Energy Ltd., Respondent No. 5 is the project company formed by the Petitioner and Respondent No. 4, pursuant to the issuance of the LOA by SECI, for the 249.90 MW Wind power Project at Tuticorin.

FACTUAL MATRIX

8. The Petitioner, Suzlon Power Infrastructure Limited (SPIL) is a subsidiary of Suzlon Energy Limited (SEL), a leading WTG supplier with a global footprint with a total installed capacity of its wind turbines being ~17 GW spread across six continents. The Group has 15 manufacturing facilities spread across India and China (Joint Venture). The Group's cutting-edge technology enables it to offer an extensive range of robust and reliable products which have been developed to best suit every requirement. Suzlon is a market leader in India with 100+ wind farms with an installed capacity of over 11 GW spread across all wind rich states. Suzlon is

credited with developing few of Asia's largest operational onshore wind farms in Gujarat, Rajasthan, Maharashtra, and Tamil Nadu. The Kutch (Gujarat) and Jaisalmer (Rajasthan) Wind farm of Suzlon till date have a cumulative installation of approximately 1,200 MW each. Suzlon's diverse client portfolio includes companies from a variety of industries, including private and public-sector companies, power utilities and independent power producers.

SEL has decades of experience in providing the end to end solutions through its various subsidiaries i.e. design, engineering and manufacture of wind turbines and the associated hardware and software for controls, identification of wind farm site, land acquisition. The design, construction and commissioning of the power evacuation facilities are presently executed by SPIL, a subsidiary of SEL, in India. In addition, the operation and maintenance for the WTGs and the power evacuation facilities for life time is also carried out by Suzlon through its other subsidiaries.

9. The Petitioner/SPIL, a subsidiary of SEL, is engaged in the business of power evacuation that includes establishing Transmission Lines of HV and EHV classes

and Substations with Power Transformers, and connecting the wind generation to the grid (power system) complying with all the relevant regulations of the statutory authorities. As of today, SEL through its various subsidiaries, including SPIL has commissioned transformation capacity of 12,000 MVA and EHV lines of about 2400 Kms. About 10,500 MW capacity of wind turbines have been commissioned in these wind farms connected at 33 kV as well as EHV (66kV and above) level. The achievements of SPIL alone in some of the states in respect of providing infrastructure for evacuation of power from wind turbines to the grid are tabulated below.

| | Substation Transformation (MVA) | EHV Line length (km) | MW connected |
|-----------|---------------------------------|----------------------|--------------|
| AP | 885 | 93 | 963 |
| KARNATAKA | 992 | 272 | 803 |
| GUJARAT | 1612 | 562 | 1500 |
| RAJASTHAN | 1765 | 279 | 1757 |

Note: a. Above does not include the length of constructed 33 kV lines, which is approximately 1.5 km per WTG in each wind farm

It is pertinent to note that the background/developmental work required for setting up a wind farm ranges from somewhere between one to one

and half years. The first stage is identification of a proper site for the establishment of a sizable wind generation complex. For this, the wind resources department under the aegis of SEL conducts the study of wind pattern and yield of energy for at least one year for any prospective site. The next stage is to finalize a techno-economically viable best possible power evacuation system. For this, the Petitioner identifies the best option of power evacuation and gets it vetted by the third party. Then SPIL requests for grid connectivity to the State utility (TRANSCO and Energy Development Authority of the concerned State).

It is only subsequently that the process of land acquisition/lease for wind turbines and the road connectivity, etc., would be established.

So, before the evacuation proposal is submitted to the utility, (which so far has been the State utilities), it takes at least one and a half years of prior ground work. Also, as land is a prime concern to any developer or any IPP, it could be some times the most critical item in the establishment of a wind farm. When once the land for the site that could accommodate the wind turbines of a quantum, is confirmed, the process of establishment of

power evacuation can be executed within the time frame.

In a nut shell, for assessment of wind energy yield so that it works out to be economically viable and the connectivity of that site to nearest EHV node of the power system proves to be techno-commercially acceptable, it takes a minimum time of near to one and a half years. After the application for grid connectivity is applied and received, the assurance of PPA should be firmed up for each owner and based on that the time lines of construction and commissioning of the entire wind farm needs to be defined.

These timelines are important to bear in mind for the purposes of understanding the rationale behind applying for grid connectivity in the name of the developer for a quantum of MW at any given site by the developer. Various owners utilize the above connectivity. The owners operate their wind turbines connected to one wind farm Pooling Substation, which is operated by the developer as the infrastructure is common to all owners. These owners could have PPAs with Discoms or third party or use for captive purposes.

10. The 16th Meeting of Southern Region Constituents Regarding Long Term Access and connectivity applications in Southern Region was held on 04.09.2013. In this meeting, the connectivity applications from various Wind Power Project Developers were discussed and a legal opinion was sought by the CTU/Respondent No. 1, on the issue whether wind power project developers are legal entities to apply for connectivity as per the prevailing CERC regulations, as the present connectivity applicants may not remain the owner of the wind generation plant, once connectivity is granted. The observations contained in the legal opinion, as mentioned in the minutes of the meeting, are reproduced hereunder:

"It is a common practice of the Wind Developers transferring the generating stations to third parties after commissioning of the generating unit. There is nothing in law which prohibits them from effecting such transfer. Such transfers are done mostly of the shares of the generating company and not by sale of generating station as such.

In other words, a generating company is formed, the wind project is established in the generating station and thereafter the

Promoters sell the shares to third parties. The connectivity under the Connectivity Regulations is given to a generating station and not necessarily to a company as a whole. In my opinion, there is no difficulty whatsoever in regard to the connectivity granted, if there is a change in the ownership of the shares or even when there is a change in the ownership of the generating station. While granting the approval for connectivity, POWERGRID can specify that the connectivity is restricted to the generating station and will not be available for transfer to any other generating station or unit.

As regards the ownership change, POWERGRID can provide in the approval that in case of change of ownership, the developer and the new owner shall file a declaration with POWERGRID and the new owner shall be bound by all the terms and conditions of the approval granted for the connectivity.”

A copy of Minutes of the 16th Meeting of Southern Region Constituents held on 04.09.2013 is annexed herewith and marked as **Annexure P1**.

11. A perusal of the aforesaid legal opinion clarifies that the CTU may grant connectivity to the generating station and this connectivity will not be affected by the change

in the ownership of the shares or even by the change in the ownership of the generating station.

12. Wind energy generators are required to apply for Long Term Access (LTA) for at least 25% of quantum of their installed capacity and connectivity and LTA are granted after wind generators apply for LTA.

13. Based on the representations and assurance of Respondent No. 1 in the 16th Meeting of Southern Region Constituents, the Petitioner obtained the investment approval and on 03.11.2014, the Petitioner applied to the Respondent No. 1 for grant of LTA of 900 MW with LTA of 300 MW each for its windfarms located at Chandragiri, Kumarapuram and Kadambur in Tirunelveli.

Copies of the applications dated 03.11.2014 filed by the Petitioner for grant of LTA to the windfarms at Chandragiri, Kumarapuram and Kadambur are annexed herewith and marked as **Annexure P2 (Colly)**.

14. The connectivity applications from various Wind Power Project Developers were discussed during the subsequent 18th Meeting of the Southern Regional constituents held on 07.03.2015. Since the proposed

project of the Petitioner of 900 MW was spread over three locations with each seeking connectivity of 300 MW, the Petitioner submitted three different applications (modifying the earlier application for 900 MW). In the meeting, it was noted that the connectivity to the Petitioner may be granted and the Petitioner may submit the separate applications for LTA.

Connectivity was granted to Petitioner for the following system:

- A. M/s Suzlon Power Infrastructure Ltd. (Chandragiri Wind Farm) – Tirunelveli P.S (New) 230kV D/c line.
- B. M/s Suzlon Power Infrastructure Ltd. (Kumarpuram Wind Farm) – Tirunelveli P.S (New) 230kV D/c line.
- C. M/s Suzlon Power Infrastructure Ltd. (Kadamburi Wind Farm) – Tirunelveli P.S (New) 230kV D/c line.

Further, the legal opinion as rendered in 16th Meeting of Southern Region Constituents for grant of the above approval, was also reiterated in the minutes of the 18th Meeting of Southern Region Constituents. The relevant extracts are reproduced hereunder for convenience:

"As deliberated in the 16th meeting of SR regarding LTA and Connectivity applications, legal opinion taken by CTU for change in ownership of wind projects, Connectivity is

being granted to the generating station and is restricted to the generating station and will not be available for transfer to any other generating station or unit. However, for change in ownership of the generating station, the developer and the new owner shall file a declaration with POWERGRID and the new owner shall be bound by all the terms and conditions of the approval granted for the connectivity.”

Copies of the original and the modified applications filed by the Petitioner for grant of connectivity to the windfarms at Chandragiri, Kumarapuram and Kadambur are annexed herewith and marked as **Annexure P3 (Colly).**

A copy of the minutes of the 18th Meeting of the Southern Regional constituents is annexed herewith and marked as **Annexure P4.**

15. Respondent No. 1 intimated the grant of connectivity to the Petitioner by a letter dated 09.12.2015 for the aforesaid three windfarms, with the following condition:

"7. The connectivity is being granted to the Generating Station and is restricted to the generating station and shall not be available for transfer to any other generating station or

unit. However, for change ownership of the generating station, the developer and the new owner shall file a prior declaration with CTU and the new owner shall be bound by all the terms & conditions for the approval granted for connectivity."

Copies of the letters dated 09.12.2015 by Respondent No. 1 to the Petitioner intimating grant of connectivity is annexed herewith and marked as **Annexure P5**.

16. In addition, to the above, the Petitioner has also been granted Long Term Access (LTA) of 75 MW from Chandragiri Windfarms, Tamil Nadu to Northern Region and Eastern Region vide PGCIL letter dated 29.07.2016 bearing Ref. No. C/CTU-PIg/LTA/W/2016/SPII - Chandragiri.

A copy of the LTA application filed by Petitioner No. 1 for LTA of 75MW from Chandragiri windfarm is annexed herewith and marked as **Annexure P-6**.

A copy of the letter dated 29.07.2016 by Respondent No. 1 to the Petitioner is annexed herewith and marked as **Annexure P-7**.

17. Thereafter, the Petitioner executed the Transmission Service Agreement (TSA) with the Respondent No. 1 for the three windfarms at Chandragiri, Kumarapuram and Kadambur 900MW LTA on 29.09.2016.

A copy of TSAs dated 29.09.2016 is annexed herewith and marked as **Annexure P-8(Colly)**.

18. The Petitioner also executed a Long Term Open Access agreement with Respondent No. 1 for the 75MW LTA of the Chandragiri, on 29.09.2016.

A copy of the Long Term Open Access Agreement dated 29.09.2016 is annexed herewith and marked as **Annexure P-9**.

19. It is pertinent to mention herein that the grant of connectivity by the CTU is governed by the CERC Connectivity Regulations, 2009. As per Regulation 2(b) of the CERC Connectivity Regulations, an applicant for the grant of Connectivity by the CTU, is a "Generating Station" of installed capacity of 250 MW and above, including the captive generating plant of exportable capacity of 250 MW and above. The condition of 250 MW was reduced to 50 MW for renewables by the 1st

amendment to the same CERC Connectivity Regulations in September, 2010. The relevant regulation is reproduced hereunder for convenience:

(b) '**Applicant**' means

(i) The following in respect grant of

connectivity:

a. A generation station with installed capacity of 250 MW and above, including a captive generating plant of exportable capacity of 250 MW and above or;

b. A Hydro Generating station or generating station using renewable source of energy, of installed capacity between 50 MW and 250 MW.

c. One of the Hydro Generating stations or generating stations using renewable sources of energy, individually having less than 50 MW installed capacity, but collectively having an aggregate installed capacity of 50 MW and above, and acting on behalf of all these generating stations,

and seeking connection from CTU at a single connection point at the pooling sub-station under CTU, termed as the lead generator, or;

- d. A bulk consumer.
- e. Any renewable energy generating station of 5 MW capacity and above but less than 50 MW capacity developed by a generating company in its existing generating station of the description referred to in sub-clauses (b)(i)(a) to (c) of this clause and seeking connectivity to the existing connection point with inter-State Transmission System through the electrical system of the generating station.
- f. Any company authorised by the Central Government as Solar Power Park Develop;

(ii) A generating station including a captive generating plant, a consumer, an Electricity

Trader or a distribution licensee, in respect of long-term access or medium-term open access, as the case may be;

(iii) Any company authorised by the Central Government as Solar Power Park Developer, in respect of long term access;"

A copy of the CERC (Grant of Connectivity, Long-term Access & Medium-term Open Access in Inter-State transmission & related matters) Regulations, 2009 is annexed herewith and marked as **Annexure P-10.**

20. SECI, a Government of India Enterprise under the administrative control of the MNRE, in October, 2016 invited bids vide Request for Selection (RfS) No. SECI/C&P/WPD/RfS/ 1000MW/ 102016 dated 28.10.2016 under MNRE Scheme for setting up of 1000 MW ISTS connected Wind Power Projects (hereinafter referred to as the "SECI Bid"). An amendment to the RFS was issued by SECI on 23.12.2016. The RfS documents acknowledges a "bidder" under Section -2 *inter alia* as a Bidding Consortium or Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and lead member of the

Consortium. Relevant clauses of the RfS are reproduced hereunder:

“Section 2

Definitions

...

“Bidder” shall mean Bidding Company or a Limited Liability Partnership (LLP) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/LLP/Bidding

Consortium/Consortium Member of a Bidding Consortium (including Lead Member) including its successors, executors and permitted assigns jointly and severally, as the context may require;

“Bidding Consortium” or “Consortium” refers to a group of Companies that has collectively Submitted the response in accordance with the provisions of these guidelines

...

“Lead Member of the Bidding Consortium” or “Lead Member”” There shall be only one Lead Member, having shareholding more than 51%

in the Bidding Consortium, which cannot be changed till 1 year from the Commercial Operation Date (CoD) of the Project;

.....

3. BID INFORMATION AND INSTRUCTIONS TO BIDDERS

.....

3.2 Total Capacity Offered, Project Scope and Technology selection

...

Project Scope and Technology Selection:

Under this scheme, the WPD shall set up Wind Power Project(s) including the transmission network up to the Delivery Point in line with Clause 3.7, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity) including those required from State Government and local bodies shall be in the scope of the WPD. The Projects to be selected under this scheme provide for deployment of wind power technology.

However, the selection of Projects would be technology agnostic. Cost of bay construction at CTU substation shall be borne by the WPD.

.....

3.7. Connectivity with the Grid

3.7.1 The project should be designed for interconnection with the ISTS in accordance with prevailing CERC regulations in this regard.

3.7.2 The responsibility of getting the ISTS connectivity and Long Term Access (LTA) shall entirely be the WPD. For the information of the bidders, CTU may provide the details of ISTS Substation of the windy states with indicative information on the total installed transformation capacity and capacity available in MVA which can be injected/evacuated from these substations at a particular time. Such availability of transmission system being dynamic in nature, the bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS

substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the WPD at his own cost. In case a WPD is required to use InSTS to bring wind power at ISTS point, he may do so per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to the interconnection point shall be responsibility of the WPD.

3.7.3 The arrangement of connectivity can be made by the WPD through a dedicated transmission line which the WPD may construct himself or get constructed by PGCIL/State Transmission Company or any other agency on deposit work basis. The entire cost of transmission including cost of construction of line, wheeling charges, maintenance, losses etc. from the project up to the interconnection point will be borne by the WPD.

3.17. Commissioning

The Commissioning of the Projects shall be carried out by the WPDs selected based on this RfS, in line with the Procedure elaborated in draft PPA document (Commissioning Procedure at Annexure-A and Appendix-A-1 are for reference). SECI may authorize any individual, committee, or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the State Nodal Agency or SECI after successful commissioning.

....

B. Commissioning Schedule and Penalty

for Delay in Commissioning

The Project shall be fully commissioned within 18 months from date of issuance of Letter of Award (for e.g. if LoA issuance date is 07.10.2016, then scheduled Commissioning date shall be 07.04.2018). In this regard, a duly constituted committee will physically

inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, SECI shall encash the Performance Bank Guarantee (PBG) in the following manner:

.....

4.4.6 At the end of selection process, a letter of intent (LOI) will be issued to all the successful bidders. In case Consortium being selected as successful bidder, the LOI shall be issued to the Lead Member of the Consortium."

A copy of the Request for Selection (RFS) issued by SECI on 28.10.2016 is annexed herewith and marked as **Annexure P11.**

A copy of the amendments to the RFS issued by SECI on 23.12.2016 and 29.12.2016 are annexed herewith and marked as **Annexure P12.**

21. After the grant of connectivity to the Petitioner in aggregation of 900 MW at three different places in December, 2015 and pursuant to the aforesaid SECI Bid,

the Petitioner entered into the consortium agreement with Green Infra Wind Energy Private Limited (GIWEL) on 08.01.2017. GIWEL, the lead member of the consortium, as per the Clause 1 of the Consortium Agreement submitted the bid on behalf of the consortium on 09.01.2017. Clause 2 of the Consortium Agreement authorises GIWEL, being the lead member, to bind the consortium and receive instructions for and on behalf of the consortium. In addition to that, Clause 13 of the Agreement authorizes the lead member to represent and provide information on behalf of the consortium. It has been categorically enumerated under Clause 4.4.6 of the RfS document that at the end of selection, process, a letter of Intent (LoA) will be issued to all successful bidders. However, in case of a Consortium applying for bidding and subsequently emerging as a successful bidder, the LOI shall be issued to the Lead Member of the Consortium. Therefore, by virtue of Clause 2, 4.4.6 and 13 combined, GIWEL is entitled to receive all the communications regarding SECI bid in its name for the consortium.

A copy of the Consortium Agreement executed between the Petitioner and Respondent No. 4 is annexed herewith and marked as **Annexure P13**.

A copy of the covering letter dated 09.01.2017 for submission of the bid by the Consortium is annexed herewith and marked as **Annexure P14**.

22. The aforesaid consortium was declared as one of the successful bidders, and Respondent No. 4, as the Lead Member, has been issued the Letter of Award (LoA) on 05.04.2017.

A copy of the letter of award dated 05.04.2017 is annexed herewith and marked as **Annexure P-15**.

23. Post the award of the LoA, the Petitioner by a letter dated 19.04.2017 requested Respondent No. 1 to consider the 300 MW and 75MW grant of Connectivity at Chandragiri, for use by the consortium so as to go ahead with the development of the awarded Wind Project following the declaration as successful bidder by SECI.

A copy of letter dated 19.04.2017 by the Petitioner to Respondent No. 1 is annexed herewith and marked as **Annexure P-16**.

24. However, surprisingly Respondent No. 1 by a letter dated 25.05.2017 bearing Ref. No. C/CTU/S/SPIL&GIWEL denied the request of the Petitioner. The Respondent in its said letter averred reasons for denial that since the grant of Connectivity and the LTA were in favour of the Petitioner only, therefore, the consortium formed by the Petitioner and Respondent No. 4 seeking to utilize such Connectivity would amount to transfer of Connectivity from one legal entity to another. Respondent No. 1 alleged that such a transfer was not permitted under the CERC Connectivity Regulations, 2009. The relevant extracts of the letter are reproduced hereunder:

"SPIL has now established a new legal entity through consortium with GIWEL, however the name & particulars of this consortium entity is not manifest. Further, it appears that the SPIL & GIWEL consortium entity is seeking to utilize the connectivity & LTA granted to SPIL only. This in a way shall to lead to the transfer of Connectivity & LTA from one legal entity to another legal entity which is not permitted under the prevailing CERC Connectivity Regulations, 2009 & Detailed Procedure.

In the view of the above your request for use of the connectivity by the consortium cannot be acceded to."

A copy of the letter dated 25.05.017 by Respondent No.

1 to the Petitioner is annexed herewith and marked as

Annexure P-17

25. Further, upon discussions initiated by the Petitioner with Respondent No. 1 in April 2017, it was conveyed that unless there is a directive or amendment in the Connectivity Regulations issued by this Hon'ble Commission, Respondent No. 1 will not be in a position to resolve the issue of use of Grid Connectivity by consortium of the Petitioners. It was further suggested during a meeting with MNRE, SECI and Respondent No. 1 that the Petitioner may surrender the 230kV Bay allotted to the Petitioner at Tirunelveli substation, for use by the consortium with Respondent No. 4, which has received the LOA. However, the issue has still not been resolved. Further, pursuant to such surrender GIWEL has also filed an application for grant of connectivity to implement the project awarded to the consortium under SECI bid. This application in the name of GIWEL is pending with Respondent No. 1.

A copy of the letter dated 27.06.2017 by the Petitioner to Respondent No. 1 is annexed herewith and marked as **Annexure P18.**

A copy of the letter dated 28.06.2017 by the Petitioner to MNRE is annexed herewith and marked as **Annexure P19**

26. It is most respectfully submitted that this refusal by the Respondent No. 1 to permit the usage of the Connectivity and LTA by the Consortium project company namely; Green Infra Renewable Energy Ltd., would derail the project implementation schedule. Further, the action of the Respondent No. 1 is contrary to the existing provisions of CERC Connectivity Regulations, 2009 and the Procedure formulated thereunder which provides that the connectivity is granted to the Applicant and the same is defined in terms of "Generating Station" therefore the grant of approval for Connectivity would be valid as long as there is no change pertaining to the physical characteristics of the "Generating Station" per se, the change in ownership of "Generating Station" should not affect the legality of the permissions or the transactions conducted or likely to be

undertaken relating to the Generating Station. It is therefore submitted that the case in point is a mere change in ownership of Generating Station from the Petitioner to the consortium.

27. Aggrieved by the action of the Respondent No. 1, the Petitioner through the present Petition request this Hon'ble Commission to direct Respondent No. 1 to consider the connectivity granted to the Petitioner, for use by the project company.
28. It is most respectfully submitted that the intended Chandragiri wind farm, already has its connectivity and there has been a wrongful interpretation by the Respondent No. 1 by identifying the same generating station as a new generating station/legal entity. Thus, in order to facilitate timely completion and connectivity of the project, it is requested that the Respondent No. 1 may be directed to allow the use of connectivity granted to the Petitioner to be used by the Respondent No.5. As the connectivity is granted to the 'Generating Station' and there is no change in 'Generating Station' as such, thus, there is no reason to deny the use of connectivity by the consortium.

GROUNDS

29. It is most respectfully submitted that the grant of Connectivity to the ISTS network is governed by the CERC Connectivity Regulations, 2009 and its amendments thereof. As per these Regulations, the "Applicant" for connectivity to CTU should be a Generating Station of installed capacity of 250 MW and above, including the captive generating plant of exportable capacity of 250 MW and above. However, the condition of having installed capacity of 250 MW was reduced to 50 MW for renewables with effect from September, 2010 with 1st amendment to the CERC Connectivity Regulations, 2009. The amended provision is reproduced hereunder for convenience:

(b) '**Applicant**' means

(i) The following in respect grant of connectivity:

- a. A generation station with installed capacity of 250 MW and above, including a captive generating plant of exportable capacity of 250 MW and above or;
- b. A Hydro Generating station or generating station using renewable source of

energy, of installed capacity between 50 MW and 250 MW.

- c. One of the Hydro Generating stations or generating stations using renewable sources of energy, individually having less than 50 MW installed capacity, but collectively having an aggregate installed capacity of 50 MW and above, and acting on behalf of all these generating stations, and seeking connection from CTU at a single connection point at the pooling sub-station under CTU, termed as the lead generator, or;
- d. A bulk consumer.
- e. Any renewable energy generating station of 5 MW capacity and above but less than 50 MW capacity developed by a generating company in its existing generating station of the description referred to in sub-clauses (b)(i)(a) to (c) of this clause and seeking connectivity to the existing connection point with inter-State Transmission System through the electrical system of the generating station.
- f. Any company authorised by the Central Government as Solar Power Park Develop;

- (ii) A generating station including a captive generating plant, a consumer, an Electricity Trader or a distribution licensee, in respect of long-term access or medium-term open access, as the case may be;
 - (iii) Any company authorised by the Central Government as Solar Power Park Developer, in respect of long term access;
30. Sec. 2(30) of the Electricity Act, 2003 defines a "Generating Station" as follows:

"30) "generating station" or " station" means any station for generating electricity, including any building and plant with step-up transformer, switch yard, switch-gear, cables or other appurtenant equipment, if any used for that purpose and the site thereof, a site intended to be used for a generating station, and any building used for housing the operating staff of a generating station, and where electricity is operating staff of a generating station, and where electricity is generated by water-power, includes penstocks, head and tail works, main and regulating reservoirs, dams and other hydraulic works, but does not in any case include any sub-station;"

Thus, as per the above definition, even a site earmarked for the purposes of establishing a wind generating station is also termed as a generating station. On the other hand, a Generating Company is defined under Section 2(28) as follows:

(28) "*generating company*" means any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person, which owns or operates or maintains a generating station;

A combined reading of the aforesaid provisions clears beyond doubt that while a generating station could have a change in the ownership (at any stage), the generating station as such remains the same. In other words, the station generating electricity including the building, plant and site does not change on account of change in ownership or any kind of transfer of shares in the generating company. This position has also been clarified by Respondent No. 1 in the 16th meeting of the Southern Constituents. In the said meeting, Respondent No. 1 placed the legal opinion on record which clearly provided that the developer and the new owner can file a declaration with Respondent No. 1 and the new owner shall be bound by all the terms and conditions of the

approval for grant of connectivity permission given by the Respondent No.1. Therefore, the use of connectivity, in the present case, by Respondent No.5, is well within the terms and conditions of the CERC Connectivity Regulations, 2009 and procedures formulated therein and in accordance with conditions imposed under the letter of connectivity approval granted to Petitioner. Any use of such connectivity by the project company does not amount to any violation of any legal provisions, as the underlying generating station that is the Chandragiri wind farm remains the same.

31. It is most respectfully submitted that the Petitioner obtained the investment approval for the windfarms, placing reliance upon the representation of Respondent No. 1 in the 16th Meeting of the Southern Region Constituents whereby it was clarified that the any change in the ownership of the shares or even a change in the ownership of the generating station, will not affect the connectivity granted to the generating station. Respondent No. 1, even in its letter dated 09.12.2015, while intimating the grant of connectivity to the Petitioner clearly specified that:

"7. The connectivity is being granted to the Generating Station and is restricted to the generating station and shall not be available for transfer to any other generating station or unit. However, for change ownership of the generating station, the developer and the new owner shall file a prior declaration with CTU and the new owner shall be bound by all the terms & conditions for the approval granted for connectivity."

It is most respectfully submitted that Respondent No. 1 is now estopped from taking a different position and preventing the usage of the connectivity by the project company. The Petitioner, relying on the Minutes of the Meetings and the Letter intimating the grant of Connectivity by the Respondent No.1 i.e. (PGCIL as govt. body, the State), has altered its position and obtained the investment approval and participated in the SECI Bid.

32. In the light of the minutes of 16th and 18th Meeting of Southern Region Constituents and the Letters from the Respondent No.1 for the grant of Connectivity to the Petitioner, it can be reasoned that the grant of Connectivity by the Respondent No. 1 is only limited to the "Generating Station", the change in ownership of the

Station from the Applicant/ Developer to the subsequent new owner/Generating Company would not affect the legality of such grant of Connectivity. The only requirement upon the change in ownership, as mandated by the minutes and the letters from Respondent No.1, is to file a prior declaration with CTU promising to abide by its terms and conditions for grant of Connectivity.

33. It is most respectfully submitted that the CERC Connectivity Regulations, the legal opinion sought by Respondent No.1 and the letters intimating grant of LTA make it abundantly clear that subsequent change in ownership of a generating station does not amount to the transfer of connectivity from one station to another. It is to be noted here that there is a clear difference between the transfer of connectivity between two Generating Stations and the change in ownership of same station between two entities. Hence in the present case, the Generating Station being the Chandragiri generating station,” in terms of the CERC Connectivity Regulations, 2009 has remained the same while its ownership has changed thus the Respondent has erred in determining that the present case of the Petitioner is

not permitted under the prevailing CERC Connectivity Regulations, 2009.

34. Subsequent to the notification of CERC Connectivity Regulations, 2009, the Hon'ble Commission had approved the 'procedure for making application for grant of connectivity', wherein clause 6 restricts transfer of connectivity from the applicant to any other person. The relevant extract of the approved procedures is reproduced as following:

*"6. Transfer Assignment and Pledge
The applicant or inter-State transmission licensee shall not transfer, assign or pledge its rights and obligations under this connection agreement to any other person."*

35. It is humbly submitted that since the applicant, in accordance with the CERC Connectivity Regulations 2009, is the generating station and not the generating company, any change in ownership of the generating company will not amount to a change/transfer of the applicant. In the present case, the connectivity granted is in respect of the Chandragiri Generating Station, which

is not changed. In fact, the Petitioner expressly denies that there is any transfer of connectivity involved between Stations in the said transaction which could in any manner contravene the provisions of the CERC Connectivity Regulations and the procedure issued thereunder. It may be relevant to mention herein that under the Connectivity Regulations, the ability of solar park developers to apply for connectivity is specifically recognised. There is no reason to deny similar treatment to wind park developers. This Hon'ble Commission has an inherent power to relax any provision of the detailed procedure to treat wind park developers on the same footing as solar park developers.

36. The Petitioners firmly believes that, the conditions imposed under connectivity permission granted to SPIL / generating station are strictly followed and adhered to in this case.
37. Having issued the connectivity permission and having granted LTA, LTOA to the Petitioner for Chandragiri wind farm, Respondent No. 1 has accepted and acknowledged that the Petitioner shall enable the use of such connectivity by prospective wind power generator

(WPG), in the present case the Consortium with GIWEL as the Lead Member (Respondent No.5), in future subject to conditions outlined under the letter for grant of approval for connectivity. It is relevant to note that the RFS issued by SECI states that the project has to be commissioned within 18 months from the date of issuance of the LOA. However, the feasibility studies including studies for wind pattern and yield of energy, the process for applying for connectivity and LTA, assessment of the most suitable evacuation facility etc. itself takes a period of one and half years. These background works have to be completed by the wind farm developers in time to enable owners to participate in such bids. If, however, the owner is not permitted subsequently to utilise the connectivity and LTA granted to the generating asset, the entire model will fail.

38. Without prejudice to the aforesaid, the position taken by Respondent No. 1 in its letter dated 25.05.2017 stating that utilization of the connectivity and LTA granted to the Petitioner, by the consortium will lead to the transfer of Connectivity & LTA from one legal entity to another legal entity which is not permitted under the prevailing CERC Connectivity Regulations, 2009 & Detailed Procedure, is

incorrect. It is most respectfully submitted that Clause 17.1 of the Transmission Services Agreement executed between the Petitioner and Respondent No. 1 on 29.09.2016 permits even assignment of the agreement. The relevant clause is reproduced hereunder for convenience:

"17.1.1 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, except as provided in Article 17.2.4.

...

17.2.4 Neither any ISTS Licensee nor any DIC can relinquish or transfer its rights and obligations, without prior approval of the Commission, save when such encumbrance is created under Clause 17.2.2."

A bare perusal of the aforesaid clauses, clarifies beyond doubt that there is no prohibition, as alleged by Respondent No. 1.

39. We humbly request this Hon'ble Commission to confirm our understanding of above Regulatory provisions and to issue necessary directions to the Respondent No. 1 to take necessary actions and to enable GIWEL (or prospective WPGs in similar cases) to use connectivity and implement the wind power project expeditiously without any further delay.
40. The Petitioner most humbly submits that this Hon'ble Commission has jurisdiction to adjudicate the present dispute involving the Petitioner, as a generating company and the Respondent No.1, the transmission licensee under Section 79(1)(f) of the Electricity Act, 2003. Further, this Hon'ble Commission also has power under Section 79(1)(c) of the Electricity Act, 2003 to adjudicate the present issue relating to inter-State transmission of electricity.
41. The present petition is bona fide and in the interest of justice.

Prayer

In light of the aforementioned facts and circumstances of the present case, it is, therefore, most respectfully prayed that this Hon'ble Commission may graciously be pleased to:

- a) To direct Respondent No. 1 to permit Respondent No. 5 to utilize the connectivity & LTA granted in favour of the Petitioner;

- b) To direct Respondent No. 1 to confirm the connectivity permission available with Petitioner for Kumarapuram wind farm project and Kadambur wind farm project for use by the Wind Power Generating companies, on the terms and conditions provided in the connectivity permission.

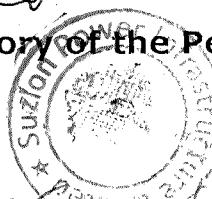
- c) To condone any inadvertent omissions, errors, short comings and permit the Petitioner to add/ change/ modify/ alter this filing and make further submissions as may be required at a future date;
and

yj9
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pass such other and further order or orders as this Hon'ble Commission deems appropriate under the facts and circumstances of the present case.

(Authorized signatory of the Petitioner)

THROUGH



HEMANT SINGH / MATRUGUPTA MISHRA /
SHIKHA OHRI / ANKITA BAFNA

ADVOCATES FOR THE PETITIONER

PRAXIS COUNSEL,
ADVOCATES & SOLICITORS,
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DATE: 08-AUG-2017

PLACE: New Delhi

**IN THE CENTRAL ELECTRICITY REGULATORY COMMISSION
AT NEW DELHI**

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PETITION NO. _____ 2017

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IN THE MATTER OF:

Suzlon Power Infrastructure Ltd.

...PETITIONER

VERSUS

Power Grid Corporation of
India Ltd & Anr.

RESPONDENTS

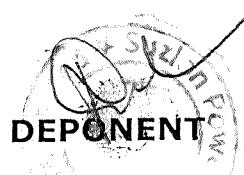
AFFIDAVIT

I, Nareshkumar Panchal, S/o Amritlal Panchal, aged about 44 years, working
for gain at Suzlon Power Infrastructure Limited working as Vice President &
Head - PE, R/o A2/502, Lunkad Colonnade-II, Viman Nagar, Pune-411014,
^{Presently at New Delhi}
do hereby solemnly affirm and state as follows:

1. That I am the authorized representative of the Petitioner in the abovementioned matter, I have been dealing with the matters relating to the above mentioned case and I am conversant with the facts of the case.
2. I have read the accompanying Petition and I say that its contents are true to my knowledge and belief and based on records which are believed to be true and correct.
3. The annexures filed along with Petition are true copies of their respective originals.



Nareshkumar Panchal
Identify the Dep. _____
Signed/put T. it in my presence



VERIFICATION

I, the Deponent above named do hereby verify that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at Delhi on this 8th day of August 2017.

ATTESTED

NOTARY (Govt. of India)
Neelam Sharma
Advocate
Ch. No.165A, Gate No. No.11
Patiala House Courts,
New Delhi-110001
(M). 9899408301

08/08/17

DEPONENT



पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)



केन्द्रीय कार्यालय : "सौदामिनी" प्लॉट नं० 2, सेक्टर-29, गुडगांव-122 001, हरियाणा
फोन : 0124-2571700-719 फैक्स : 0124-2571760, 2571761 तार 'नेटग्रिड'
Corporate Office : "Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, Haryana
Tel.: 0124-2571700-719 Fax: 0124-2571760, 2571761 Gram : 'NATGRID'

संदर्भ संख्या/Ref. No.

ANNEXURE - P-1

C/CTU/S/LTA-Meeting

25th September 2013

As per Distribution List

Sub: 16th meeting of Southern Region constituents regarding LTA and Connectivity applications in Southern Region - Minutes of the meeting

Dear Sir,

Please find enclosed the Minutes of 16th meeting of Southern Region constituents regarding LTA and Connectivity applications in Southern Region held on 4th September, 2013 at NRPC Office, New Delhi.

The minutes are also available at our website www.powergridindia.com >> Quick links >> LTOA.

Thanking You,

Yours faithfully

(Y K Sehgal)

Chief Operating Officer (CTU)

Copy to : CEO (POSOCO) / ED (Commercial) / ED (SRTS-I) / ED (SRTS-II)

Encl. : Minutes

पंजीकृत कार्यालय: बी-9, कृष्ण इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110 016 फैक्स : 011-26560039 तार 'नेटग्रिड'
Registered Office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016 Tel.: 011-26560121 Fax : 011-26560039 Gram : 'NATGRID'

स्वहित एवं राष्ट्रहित में ऊर्जा बचाएं
Save Energy for Benefit of Self and Nation

(True copy)

*52***Distribution List – 1**

| | |
|--|---|
| 1. Member (PS) Central Electricity Authority Sewa Bhawan, R.K.Puram, New Delhi-110 066. FAX : 011-26102045 | 2. Chief Engineer (SP & PA) Central Electricity Authority Sewa Bhawan, R.K.Puram, New Delhi-110 066. FAX : 011-26102045 |
| 3. Member Secretary Southern Regional Power Committee 29, Race Course Cross Road Bangalore 560 009. FAX : 080-22259343 | 4. Director (Transmission) Transmission Corp. of Andhra Pradesh Ltd. Vidyut Soudha Hyderabad – 500 082. FAX : 040-66665137 |
| 5. Member (Transmission) Karnataka State Power Transmission Corp.Ltd. Cauvery Bhawan Bangalore 560 009. FAX : 080 -22228367 | 6. Member (Transmission) Kerala State Electricity Board Vidyuthi Bhawanam, Pattom, P.B. No. 1028 Thiruvananthapuram – 695 004. FAX : 0471-2444738 |
| 7. Director (TANTRANSCO) Tamil Nadu electricity Board (TNEB) 6 th Floor, Eastern Wing, 800 Anna Salai, Chennai – 600 002. FAX : 044-28516362 | 8. Superintending Engineer –I First Floor, Electricity Department Gingy Salai Puducherry – 605 001. FAX : 0413-2334277/2331556 |
| 9. Director (Power) Corporate Office, Block – I Neyveli Lignite Corp. Ltd. Neyveli , Tamil Nadu – 607 801. FAX : 04142-252650 | 10. Director (Operations) Nuclear Power Corporation of India Ltd., 12 th Floor,Vikram Sarabhai Bhawan, Anushakti Nagar, Mumbai – 400 094. FAX : 022- 25991258 |
| 11. Director (Projects) National Thermal Power Corp. Ltd. (NTPC) NTPC Bhawan, Core-7, Scope Complex Lodhi Road, New Delhi-110003. FAX-011-24360912 | |

Distribution List – 2 (Connectivity/LTA Applicants)

| | |
|--|--|
| 1. Shri B. Narasimha Rao Vice President (Projects) East Coast Energy Private Limited, #7-1-24, B Block, 5th Floor, Roxana Towers, Green Lands, Begumpet, Hyderabad- 500 016 | 2. Sh. B. S. Rao General Manager M/s NSL Nagapatnam Power and Infratech Private Limited NSL ICON, 4 th Floor, # 8-2-684/2/A, Road No. 12, Banjara Hills, Hyderabad – 500 034 |
| 3. Shri S N Barde Executive Vice President GMR Rajahmundry Energy Limited 10 th Floor, D Block, IBC Knowledge, Bannerghatta Road, Bangalore – 560 029 | 4. Sh. V Chandramoleeswaran Director Chettinad Power Corporation Private Limited 5 th Floor, Rani Seethai Hall Building, 603 Anna Salai, Chennai – 600 006. |
| 5. Shri K S N Murthy Vice President Samalkot Power Limited Camus Capri Apartments, 6-3-1090/A, Raj Bhavan Road, Somajiguda Hyderabad - 500 082. | 6. Shri M Subramanyam Business Head Sindya Power Generating Co. Pvt. Ltd. 2nd Floor, 77-Potti pati Plaza Nunganakkam High Road, Nunganakkam, Chennai – 600 034. |
| 7. Shri Rakesh Kumar Gupta Chief Operating Officer Lanco Kondapalli Power Private Limited Plot #4, Software Units layout HITEC City, Madhapur Hyderabad – 500 081. | 8. Sh. B. S. Yadav Chief Executive Officer M/s RS India Global Energy Limited 3 rd Floor, GL Complex, Opp. Udyog Vihar (Dundahera), Old Delhi Gurgaon Road, Gurgaon-122016, Haryana |
| 9. Sh. Naresh Panchal Head & GM Suzlon Power Infrastructure Ltd. One Earth Opp. Magarpatta City , Hadapsar, Pune-411028, Maharashtra, India | 10. Sh. Naresh Panchal Head & GM Samimeru Windfarms Pvt. Ltd. One Earth Opp. Magarpatta City , Hadapsar, Pune-411028, Maharashtra, India |
| 11. Sh. C.R. Srinivas Associate Vice President – Projects M/s Mytrah Energy (India) Ltd 8001, Q-City, S.No:109,Nanakramguda, Gachibowli, Hyderabad - 500032, India | 12. Sh. Venkatesan Rajagopalan Deputy General Manager - Construction Vestas Wind Technology India Private Limited 298 Rajiv Gandhi Salai, Sholinganallur Chennai – 600119, India |
| 13. Sh. Akhil Agarwal Associate Vice President IL&FS Tamil Nadu Power Co. Ltd., C/o IL&FS Energy Development Company Ltd 1 st , Corporate Office Tower, Ambience Mall Complex, NH-8, Gurgaon – 122 001 Haryana | |

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**Minutes of 16th Meeting of Southern Region constituents
Regarding Long Term Access and Connectivity Applications in Southern Region
held on 4th September, 2013 at NRPC Office, Katwaria Sarai, New Delhi.**

List of Participants is enclosed at **Annexure-I.**

- 1.0** DGM (CTU), POWERGRID informed that the connectivity applications from 11 nos. of applicants were included in the agenda for grant of Connectivity including 8 nos. of earlier discussed applications from Wind developers and 4 nos. of new applications.

1.1 Earlier Connectivity Applications from wind IPP developers:

| Sl. No | Applicant | Time frame | Location | IC (MW) | Connectivity Sought for (MW) |
|--------------|---------------------------------------|---------------|-------------------------------|-------------|---------------------------------|
| 1. | Mytrah Energy (India) Limited | Mar, 2013 | Tirunelveli Dist., Tamil Nadu | 300 | 300 |
| 2. | SISL Green Infra Limited ** | Dec, 2012 | Tirunelveli Dist., Tamil Nadu | 48.5 | 48.5 |
| 3. | Samimeru Windfarms Private Limited ** | Dec, 2012 | Tirunelveli Dist., Tamil Nadu | 48.5 | 48.5 |
| 4. | Samiran Udaipur Wind farms Limited ** | Mar, 2013 | Tirunelveli Dist., Tamil Nadu | 48.5 | 48.5 |
| 5. | Shivam Filaments Private Limited ** | Mar, 2013 | Tirunelveli Dist., Tamil Nadu | 48.5 | 48.5 |
| 6. | R.S. India Global Energy Limited | Mar, 2014 | Tirunelveli Dist., Tamil Nadu | 270 | 270 |
| 7. | Suzlon Power Infrastructure Limited | Mar, 2014 | Tirunelveli Dist., Tamil Nadu | 1000 | 850 |
| 8. | Suzlon Power Infrastructure Limited | Dec, 2012 | Coimbatore Dist., Tamil Nadu | 200 | 180 |
| Total | | | | 1964 | 1794 |

*** Note – M/s Samimeru Windfarms Pvt. Ltd. shall be the lead generator for connectivity applications of wind generators mentioned in table at Sl. No. 2 – 5.*

1.2 New Connectivity Applications from wind IPP developers:

| Sl. No | Applicant | Time frame | Location | IC (MW) | Connectivity Sought for (MW) |
|--------------|--|---------------|----------------------------------|------------|---------------------------------|
| 9. | Vestas Wind Technology India Private Limited | Sept, 2014 | Coimbatore and Tirupur Dist., TN | 150 | 150 |
| 10. | Suzlon Power Infrastructure Limited | Mar, 2014 | Anantpur Dist., Andhra Pradesh | 300 | 270 |
| Total | | | | 450 | 420 |

1.3 New Connectivity Application from IPP developers:

| Sl. No | Applicant | Time frame | Location | IC (MW) | Connectivity Sought for (MW) |
|--------------|---|---------------|----------------------------|-------------|---------------------------------|
| 11. | IL&FS Tamil Nadu Power Company Ltd. | April, 2017 | Cuddalore, Tamil Nadu | 2400 | 2400 |
| 12. | East Coast Energy Private Ltd (ECEPL) (1320 MW) | June, 2015 | Srikakulam, Andhra Pradesh | 1320 | 1320 |
| Total | | | | 3720 | 3720 |

2.0 Grant of Connectivity to applicants for Wind generation project in SR

2.1 The connectivity application from wind IPP developer were discussed in earlier meeting wherein it was suggested POWERGRID should seek necessary legal opinion whether these applicants are legal entities to apply for Connectivity as per the prevailing CERC regulations, as the present connectivity applicants may not remain the owner of the wind generation plant, once Connectivity is granted.

2.2 As per the decision POWERGRID sought the legal opinion and the observations are as given below:

"It is a common practice of the Wind Developers transferring the generating stations to third parties after commissioning of the generating unit. There is nothing in law which prohibits them from effecting such transfer. Such transfers are done mostly of the shares of the generating company and not by sale of generating station as such.

In other words, a generating company is formed, the wind project is established in the generating station and thereafter the Promoters sell the shares to third parties. The connectivity under the Connectivity Regulations is given to a generating station and not necessarily to a company as a whole. In my opinion, there is no difficulty whatsoever in regard to the connectivity granted, if there is a change in the ownership of the shares or even when there is a change in the ownership of the generating station. While granting the approval for connectivity, Powergrid can specify that the connectivity is restricted to the generating station and will not be available for transfer to any other generating station or unit.

As regards the ownership change, Powergrid can provide in the approval that in case of change of ownership, the developer and the new owner shall file a declaration with Powergrid and the new owner shall be bound by all the terms and conditions of the approval granted for the connectivity."

2.3 The representative from Mytrah Energy (India) Ltd. informed that they fall under the IPP category and the ownership of the firm remains with Mytrah Energy (India) Ltd. even after commissioning of generating units and is responsible for payment of transmission charges. The representative of Suzlon Energy Ltd. informed that transferring of ownership after commission of each generating unit is a common practice in industry and the responsibility of payment of transmission charges, whatsoever, lies with new owner who may change from time to time.

2.4 COO (CTU) informed that these wind developers have not applied for LTA and the development of new transmission system for evacuation of power shall not take place without commitment for payment of transmission charges. He requested wind developers to apply for LTA at the earliest so that the required transmission system may be developed looking into the very short gestation period for Wind farms so that the power is not bottled-up.

2.5 Director (TANTRANSCO), informed that Tamil Nadu is not in position to absorb power from these wind generation firms and are supposed to transfer power to other states to meet their RPO obligations.

2.6 ED (SRLDC), POSOCO informed that wind generation is intermittent in nature and requires separate transmission system to integrate with grid and opined that reactive power requirement should also be addressed while evolving the transmission system so as to maintain voltage profile within operational limits of the grid.

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- 2.7 Chairperson, CEA opined that without the commitment for payment of the transmission charges for common system, the connectivity cannot be granted without LTA as it will overload the grid unless the requisite transmission system is in place, therefore he requested all the wind developers to apply LTA for atleast 25% quantum of their installed capacity and sign requisite agreement for development of the transmission system.
- 2.8 The members decided that following transmission system shall be required for connectivity to wind generation projects in Tirunelveli area

Common Transmission system for Connectivity

1. Establishment of 400/220/132kV new pooling station in Tirunelveli area
2. Tirunelveli pooling station – Tuticorin pooling station 400 kV Quad 2xD/c lines
3. Charging of Tuticorin – Salem & Salem – Madhugiri 765kV lines & substations at its rated voltage 765 kV level

Proposed Transmission system for Connectivity

| Sl. No | Applicant | Location | Connectivity for (MW) | Connectivity System |
|--------------|---------------------------------------|-------------------------------|-----------------------|--|
| 1. | Mytrah Energy (India) Limited | Tirunelveli Dist., Tamil Nadu | 300 | Mytrah wind farms – Tirunelveli PS 230kV D/c line |
| 2. | Samimeru Windfarms Private Limited ** | Tirunelveli Dist., Tamil Nadu | 48.5 | Samimeru wind farms – Tirunelveli PS 230 kV D/c line |
| 3. | SISL Green Infra Limited ** | Tirunelveli Dist., Tamil Nadu | 48.5 | |
| 4. | Samiran Udaipur Wind farms Limited ** | Tirunelveli Dist., Tamil Nadu | 48.5 | |
| 5. | Shivam Filaments Private Limited ** | Tirunelveli Dist., Tamil Nadu | 48.5 | |
| 6. | R.S. India Global Energy Limited | Tirunelveli Dist., Tamil Nadu | 270 | RS India wind farms – Tirunelveli PS 230kV D/c line |
| 7. | Suzlon Power Infrastructure Limited | Tirunelveli Dist., Tamil Nadu | 1000 | Suzlon wind farms – Tirunelveli PS 400kV D/c line |
| Total | | | 1764 | |

** Note – M/s Samimeru Windfarms Pvt. Ltd. shall be the lead generator for connectivity applications of wind generators mentioned in table at Sl. No. 2 – 5.

- 2.9 The transmission system required for Connectivity for wind generation projects in Coimbatore area of Tamil Nadu

| Sl. No | Applicant | Location | Connectivity for (MW) | Connectivity System |
|--------|--|----------------------------------|-----------------------|--|
| 1. | Suzlon Power Infrastructure Limited | Coimbatore Dist., Tamil Nadu | 200 | Suzlon switchyard –Pugalur 230 kV D/c line |
| 2. | Vestas Wind Technology India Private Limited | Coimbatore and Tirupur Districts | 150 | Vestas wind farms – Udumalpet 230kV D/c line |
| | Total | | 350 | |

- 2.10 Similarly the transmission system required for Connectivity for wind generation projects in Anantpur area of Andhra Pradesh

| Sl. No | Applicant | Location | Connectivity for (MW) | Connectivity System |
|--------|-------------------------------------|--------------------------------|-----------------------|--|
| 1. | Suzlon Power Infrastructure Limited | Anantpur Dist., Andhra Pradesh | 300 | Suzlon wind farms – Gooty 230kV D/c line |

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- 2.11 It was also decided that after the Wind developers apply for LTA as per the CERC Regulations, 2009, for atleast 25% quantum of their installed capacity, connectivity and LTA shall be granted and the transmission system shall be taken up for implementation.

3.0 Grant of Connectivity for IL&FS Tamil Nadu Power Company Ltd. (ITPCL) (2400 MW)

- 3.1 DGM (CTU) informed that IL&FS has been granted Long Term Open Access (LTOA) under CERC Regulations, 2004 for its Phase-I (2x600 MW) generation projects at Cuddalore area in Tamil Nadu. Now ITPCL has applied for connectivity for its Phase-II expansion of the generation project (4x600 MW) in Cuddalore area of Tamil Nadu.

- 3.2 Chairperson, CEA stated that the transmission system should be planned only after ITPCL apply for Long Term Access and as the generation project has already connected with the grid through Phase-I transmission system, the present regulations does not allow second connectivity to any of the generation project whether it is connected to a State grid or ISTS grid.

- 3.3 The representative of ITPCL informed that they will apply for LTA within 6 months.

4.0 Grant of Connectivity for East Coast Energy Private Ltd (ECEPL) (1320 MW)

- 4.1 DGM (CTU) informed that East Coast Energy Private Ltd (ECEPL) had earlier submitted application no. EIPL/PGCIL/ECEPL/071010 dated 11.10.2007 seeking Long Term Open Access (LTOA) under CERC Regulations, 2004. ECEPL was granted LTOA vide ref. no. C/ENG/SEF/TA/L/S/09/005(R1) dated 06.05.2010. The conditions stipulated for grant of LTOA included dedicated transmission line from generation switchyard to Srikakulam pooling station to be constructed by ECEPL and strengthening of transmission system beyond Srikakulam pooling station which was to be constructed by POWERGRID.

- 4.2 ECEPL has now submitted Connectivity application seeking connectivity from June, 2015 for the same generation project in the Srikakulam Area to process under the CERC Regulations, 2009 so that the dedicated transmission line viz. Generation switchyard - Srikakulam Pooling Station 400kV Quad D/c line may be considered under the coordinated planning of CEA & CTU and shall be developed as ISTS transmission system.

- 4.3 COO (CTU) stated that in the approved Detailed Procedure of CTU, a specific time was provided to the Long Term Open Access (LTOA) applicants which were under process as per CERC Regulations, 2004, however after that time period there is no provision under present CERC Regulations, 2009 to process again the already granted applications. He further stated that the strengthening system beyond Srikakulam pooling station is in progress and shall be implemented as per the BPTA schedule signed with ECEPL. Also as the applicant sought connectivity from June'2015 and the construction works for dedicated line had not yet been started by the generation developer. It indicates that there will be a mismatch between availability of dedicated line and the generation project or the availability of the transmission system which is

under implementation by POWERGRID. Such delay will be solely responsibility on part of generation developer.

- 4.4 ECEPL representative informed that due various environmental issues in the implementation of generation project, the cost of the generation projects is already going very beyond their estimates and their lender are asking them to cut down the cost of the generation project. Therefore, it is not possible for the generation developer to implement the dedicated transmission line by its own and requested to consider their connectivity application so that the dedicated transmission line can be implemented under as ISTS system.
 - 4.5 Chairperson, CEA stated that since very long time has passed and now their request to migrate from Regulations, 2004 to Regulations, 2009 cannot be accepted at this point of time. Therefore, the generation developer should take-up the implementation of the dedicated transmission line matching with the ISTS Transmission system being developed by POWERGRID for coordinated evacuation of power from the generation project.
 - 4.6 COO (CTU) further informed that irrespective of the availability of the dedicated transmission line ECEPL will have bear the transmission charges as per BPTA schedule and suggested ECEPL for constructing the dedicated line in compressed time schedule matching with generation project.
- 5.0 Long pending Connectivity applications due to non-satisfactory progress - discussed in earlier meetings.**
- 5.1 DGM (CTU) informed that there are no. of connectivity/LTA applications are pending with CTU including applications granted LTA but repeatedly delaying the signing of LTTA agreement and furnishing Bank Guarantee. Such Connectivity & LTA applications were discussed in the 15th Meeting also, wherein 6 months extension was given to see the progress of their generation projects and discuss in the next meeting.
 - 5.2 Chairperson, CEA enquired for the status of pending Connectivity / LTA applications in Southern Region.
 - 5.3 No representative from Lanco Kondapalli was present to update the status of the generation project. However, they have written a letter to CTU requesting for deferment of their application till availability/allocation of the Gas to the project by MoPNG. It was informed that keeping LTA application in abeyance shall not facilitate development of transmission system causing bottling up of power, therefore whenever Lanco Kondapalli informs about availability of gas that shall be considered as date of LTA application and shall be processed thereafter.
 - 5.4 DGM (CTU) informed that Connectivity & LTA was granted to NSL Nagapatnam Power & Infratech Private Limited (2x660 MW) on 17-08-2011 but the generation developer failed to sign LTTA agreement and furnish Bank Guarantee till date.

Representatives of NSL Power requested for extension for signing of the LTA keeping in view the force majeure like condition, preventing the progress of their 2x660 MW Thalanchangadu Thermal Power project. They further explained that

though majority of the clearances / approvals are available for execution of the project, on account of embargo imposed by Govt. of Tamil Nadu which inter-alia restricts establishment of highly polluting industries including Thermal Power Plant within 5 km of River Cauvery, they are not able to proceed further on the project. This has been done by TN Govt in spite of NSL project having environmental clearance from MOEF and also the fact that their project will not be using river water. Writ petition filed, in this respect in the Honorable High Court of Madras, has been transferred to National Green Tribunal, Chennai and the proceedings are in progress. They are expecting a favorable judgment from NGT, Chennai by early next year. Thus, they requested for six months time extension for execution of the LTA.

Keeping in view the prevailing circumstances, six months time extension is being granted with an advice to NSL Nagapatnam Power & Infratech Pvt. Ltd. to execute the LTA within this extended time period.

- 5.5 DGM (CTU) informed that LTA was granted to Chettinad Power Corporation Ltd. (2x660 MW) on 27-12-2011 but the generation developer failed to sign LTTA agreement and furnish Bank Guarantee till date. The representative from Chettinad Power Corporation informed that their project has received necessary clearances and they will sign requisite LTTA agreement within 1(one) month with POWERGRID.
- 5.6 In view of the discussion, committee decided as below

5.6.1 Connectivity & LTA applications (under consideration for grant)

| Sl. No | Connectivity & LTA Applicant | Time frame | Applied for Connectivity & LTA Quantum | Decision of the Committee |
|--------|---|------------|--|---------------------------|
| 1. | Sindya Power Generating Company Pvt Ltd | June, 2014 | Conn - 1320 MW LTA - 1060 MW | Extension of 6 months |

5.6.2 LTA applications (under consideration for grant)

| Sl. No | Connectivity & LTA Applicant | Time frame | Applied for LTA Quantum | Decision of the Committee |
|--------|---|----------------|-------------------------|---------------------------|
| 1. | Lanco Kondapalli Power Limited (Phase-III : 2x240 + 2x130 MW) | December, 2012 | LTA - 550 MW | Extension of 6 months |

5.6.3 LTA applications (LTA granted but yet to sign LTA agreement)

| Sl. No | Connectivity & LTA Applicant | Time frame | Applied for LTA Quantum | Decision of the Committee |
|--------|--|---------------|-------------------------|---------------------------|
| 1. | NSL Nagapatnam Power & Infratech Private Limited | October, 2014 | 1240 MW | Extension of 6 months |

- 6.0 Meeting ended with vote of thanks.**

----- X ----- X ----- X -----

List of participants of the 16th Meeting of Southern Region regarding Connectivity and LTA applications of SR held on 04.09.2013 at NRPC, New Delhi

Sl. No. Name and Organization Designation

Central Electricity Authority (CEA)

| | | |
|----|--------------------|----------------------|
| 1. | Ravinder | Chairperson |
| 2. | K K Arya | CE (CEA) |
| 3. | Pardeep Jindal | Director (SP&PA) |
| 4. | Chandra Prakash | Dy. Director (SP&PA) |
| 5. | Manjari Chaturvedi | Dy. Director (SP&PA) |
| 6. | N.R.L.K Prasad | Dy. Director (SP&PA) |

Southern Region Power Committee (SRPC)

| | | |
|----|-------------|----------------------|
| 7. | S R Bhat | Member Secretary I/c |
| 8. | Anil Thomas | SE (Commercial) |

Power Grid Corporation of India Limited (POWERGRID)

| | | |
|-----|------------------|-----------------|
| 9. | Y K Sehgal | COO (CTU) |
| 10. | N K Jain | GM (Commercial) |
| 11. | Dilip Rozekar | DGM (CTU) |
| 12. | Anil Kumar Meena | DCDE (CTU) |
| 13. | Nageswara Rao M. | Sr. DE (CTU) |
| 14. | Ankush Patel | DE (CTU) |
| 15. | Venkatesh G | DE (CTU) |

Power System Operation Corporation Limited (POSOCO)

| | | |
|-----|-----------------|----------------------|
| 16. | S K Soonee | CEO |
| 17. | P R Raghuram | ED, SRLDC |
| 18. | S.R. Narasimhan | DGM, NLDC |
| 19. | S P Kumar | Chief Manager, SRLDC |
| 20. | G Madhukar | Sr. Engineer, SRLDC |

NTPC Limited (NTPC)

| | | |
|-----|----------------|---------|
| 21. | S S Mishra | AGM |
| 22. | Shilpa Agarwal | Manager |

Nuclear Power Corporation of India Limited (NPCIL)

| | | |
|-----|-----------------|---------|
| 23. | Sandeep Sarwate | ACE (T) |
|-----|-----------------|---------|

Transmission Corp. of Andhra Pradesh Ltd. (APTRANSCO)

| | | |
|-----|-------------------|-------------------|
| 24. | Mohd. Anwaruddin | Director |
| 25. | M Jayachandra | CE(PS) |
| 26. | C V Subba Rao | SE (SP) |
| 27. | V V Ramana Murthy | DE/System Studies |

Tamil Nadu Electricity Board (TNEB) / TANTRANS CO

| | | |
|-----|-----------------|-----------------------------------|
| 28. | S Akshaya Kumar | Dir / Tran.Projects (TANTRANS CO) |
| 29. | S Balaguru | CE (TANGEDCO) |
| 30. | R Santhanakumar | EE(TANGEDCO) |
| 31. | R Kumutha | AEE(TANGEDCO) |

61

Kerala State Electricity Board (KSEB)

| | | |
|-----|----------------|--|
| 32. | K.V Nair | Member (Transmission & System Operation) |
| 33. | G. Sreenivasan | Resident Engineer |

Electricity Department Pondicherry

| | | |
|-----|------------------|-------|
| 34. | K Mathivanan | SE-V |
| 35. | T gopalakrishnan | EE-VI |

Connectivity/LTA Applicants

| | | | |
|-----|----------------------|----------------|---------------------------------|
| 1. | Samanth Jha | A.M. | IL & FS Energy Dev. Co. Ltd. |
| 2. | H. L. Tayal | Head (Bus Div) | IL & FS Energy Dev. Co. Ltd. |
| 3. | B. Narasimharao | COO | East Coast Energy Ltd. |
| 4. | R Srinivasan | V P Corporate | East Coast Energy Ltd. |
| 5. | Jeetendra Yadav | Head-R&D | RS India Global Energy Ltd. |
| 6. | Madan Mohan | GM Projects | Mytrah Energy (I) Ltd. |
| 7. | Kiran V | DGM PRSS | Mytrah Energy (I) Ltd. |
| 8. | T. N. Pathak | VP (C&E) | NSL Power, Hyderabad |
| 9. | Balachandra. K | VP (Projects) | Sindhya Power Gen. Co. Pvt. Ltd |
| 10. | V Chandramoleeswaram | Director | Chettinad Power Corporation |
| 11. | Mahesh Vipradas | GM | Suzlon Energy Ltd. |
| 12. | Naresh Panchal | Head (PE) | Suzlon Energy Ltd. |
| 13. | NSM Rao | Advisor | Suzlon Energy Ltd. |

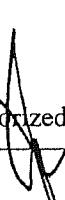
62

RETAIL INVOICE

| | | |
|---|---|---|
| P.L. SOLUTIONS 37, D-3/15 Rohini Delhi- 110089 +91-8826929717 +919868087861 | Invoice No. 272 Delivery Note Supplier's Ref. Buyer's Order No. Despatch Document No. Despatched Through | Date 09.05.2016 Mode/Terms of Payment Other Reference(S) Date Date Destination |
| Buyer Praxis Counsel N Delhi | Terms of Delivery | |

| Sl. No. | Description of Goods | Quantity | Rate | Per | Amount |
|---------|---|----------|------|-----|-----------|
| 01 | Care Pack Apple Air 13 Lenovo Care Pack. | 1 | | | 27,378.00 |
| | (Vat 12.5%) | | | | 3,912.00 |
| | Total | | | Rs. | 31,290.00 |

Amount Chargeable (in words) Thirty One Thousand Two Hundred Ninety only.

| | |
|--|---|
| Company's VAT TIN: 07890443709 Declaration 1. Good once sold are not returnable. 2 Transactions are subject to Delhi Jurisdiction. 3 Warranty is Subject to Warranty by principal supplier. 4 Interest @24% shall be charged if bills not paid on due date. 5 Ban charges Rs.500/- will be charged extra for dishonoured charges. |  Authorized Signatory |
|--|---|

Anil Bapna
 (True copy)

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ANNEXURE - P-2



महाराष्ट्र MAHARASHTRA

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LR 695314

अनुक्र. २०६४ दि २६।१९०।१९ मु.श.रक्षय.पि.मा।-

मुद्रांक विकास घेणाऱ्याचे नांव ...**मुद्रांक**... पॉप्प इनाहा। अ.

ES4445 10/2

ଦୁଇବୀରେ ଲାଗୁ । ୧୯୮୧ ଫେବୃଆରୀ ୨୧.୩୧.୯୮

सुदारक विलास घणान्याची शही
शार्तक्रिय अर्थात् वादामोर / न्यायालळाऱ्यापैकी प्रतिक्रिया तात्पूर्ण व्याख्यातार्थी
भाषांवाच कागदाची आवधयक्ता नाही. (आम्ही आवेदन दि. ५/६/२०५४ नुसार)



16 OCT 2014

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FORMAT-LTA-1

AFFIDAVIT

In the matter of filling application to Power Grid Corporation Of India Limited, for grant of Long Term Access under CERC Regulations 2009.

I, Nareshkumar Panchal S/O Amritlal Panchal working as a Sr.General Manager & Head Power Evacuation in Suzlon Power Infrastructure Ltd. having its registered office at,One Earth Opp. Magarpatta City , Hadapsar , Pune-411028,Maharashtra,India do solemnly affirm and say as follows:

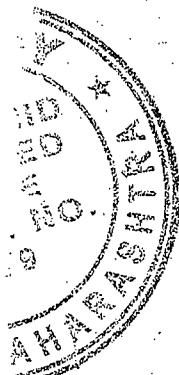
1

Antonia Bajaj

True copy

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64

1. I am Sr.General Manager & Head Power Evacuation in Suzlon Power Infrastructure Ltd., the representative in the above matter and I am duly authorized to file the above application and to make this affidavit.
2. I submit that M/s Suzlon Power Infrastructure Ltd.is a registered company, Public Ltd, Registered under Companies Act. Under the Article of Association of the company and in accordance with the provisions of Electricity Act, 2003/ relevant Regulation(s) of CERC, the company can file the enclosed application.
3. I submit that all the details given in the enclosed application for Long Term Access along with necessary documents are true and correct and nothing material has been concealed thereof.



(To be duly attested by Notary)

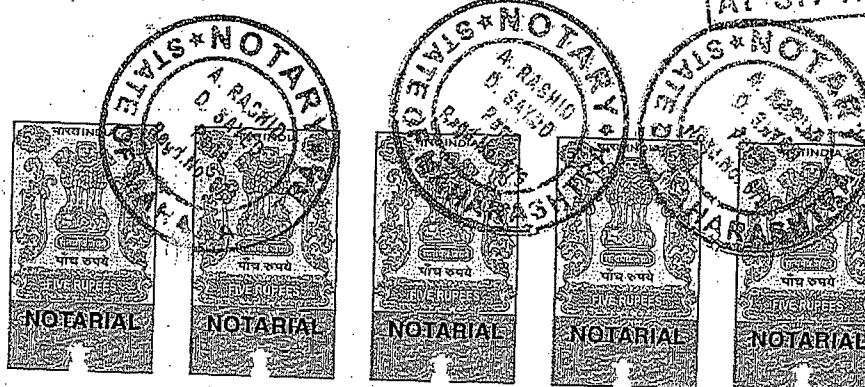
Nareshkumar Amritlal Panchal

BEFORE ME

A. RASHID D. SAYED
NOTARY, STATE OF MAHARASHTRA
PUNE.

- 1 NOV 2014

Noted & Registered
At Sr. No. 11831



Application for Grant of Long -term Access (LTA)

1 Name the Applicant : SPIL (Suzlon Power Infrastructure Ltd.)

2 Address for Correspondence : Suzlon One Earth, Opp. Magarpatta City, Hadapsar, Pune -411028

3 Contact Details

Prime Contact Person : Nareshkumar Amritlal Panchal

Designation : Sr. GM & Head -Power Evacuation

Phone No.(Landline) : +91.20.67025034

Phone No.(Mobile) : +91.9850818268

Fax : +91.20.67022100

E-Mail : pnaresh@suzlon.com

Alternate Contact Person : Dr.VB Rao

Designation : Sr. Vice President -Sales & Marketing

Phone No.(Landline) : +91.44.66093001/6609300

Phone No.(Mobile) : +91.9940663687

Fax : +91.44.28602350

E-Mail : drvbrao@suzlon.com

4 Nature of the Applicant

Normal Generator (other than captive) : GENERATOR (WIND FARM)

Captive Generator

Bulk Consumer

Electricity Trader

Distribution Licensee

5. Details for Long Term Access

(LTA)

5a. Quantum (MW) for which LTA required : 75MW (33% of 225MW)

5b. Date from which LTA required : April 2018

5c. Date up to which LTA required : April 2043

5d. Injection of Power (more than one only in case of single drawal):

Entity-1 : SPIL Chandragiri

State/Region : TAMILNADU/Southern Region

Quantum-1 : 75 MW

Connectivity with the Grid : PGCIL(CTU)

5e. Drawal of Power (more than one only in case of single injection):

Entity -1 : DISCOM /Open Access customer etc..

State/Region : In any state of Northern Region

Quantum-1 : 40 MW

Connectivity with the Grid : PGCIL(CTU)

Entity -2 : DISCOM /Open Access customer etc..

State/Region : In any state of North East Region

Quantum-2 : 35 MW

Connectivity with the Grid : PGCIL(CTU)

6. Details of transaction (DD) : (Application Fee)

Amount (in Rs) : 2,00,000*

*(Earlier Long term open access application was submitted for 900 MW and the same is split into three separate applications now for 300 MW each for three injection points, thus totaling 900 MW. The differential amount between the application fee paid earlier and the application fee for the three separate applications works out to Rs. 3 Lakh(Rupees Three lakh only) is paid in the form of one DD, whose details are as below. This DD no. would be appearing in all the revised applications, which may kindly be noted)

DD No. : 532118

Date : 16.04.2015

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Bank Name : STATE BANK OF INDIA

Branch Name : C A G Branch, Mumbai

7. Details of Bank Guarantee

Amount (in Rs) : 7,50,000/-

Bank Name : Indian Overseas Bank , Pune 411001

BG No. : 722/ILG/101/2015

Period of Validity : 31/03/2016



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Indian Overseas Bank
Branch Name : Pune Cantonment (722)
PUNE- 411 001

Telephone : 020 26130998
Fax : 020 26139710
Place : Pune

This Covering Letter is issued to be annexed to the Letter of Guarantee No. 722/ILG/101/2015, Dt 25.04.2015 for amount of Rs.7,50,000=00 (Rs. SEVEN LAC FIFTY THOUSAND ONLY) valid till 31.03.2016, and claim period upto 31.03.2016, issued by this office under the joint signatures of

1. MR .P.SUBBA RAO
2. MR. R SURESH

SENIOR MANAGER
ASSISTANT GENERAL MANAGER

Confirmation of this Guarantee, if the same is desired, should be obtained from the controlling office named below

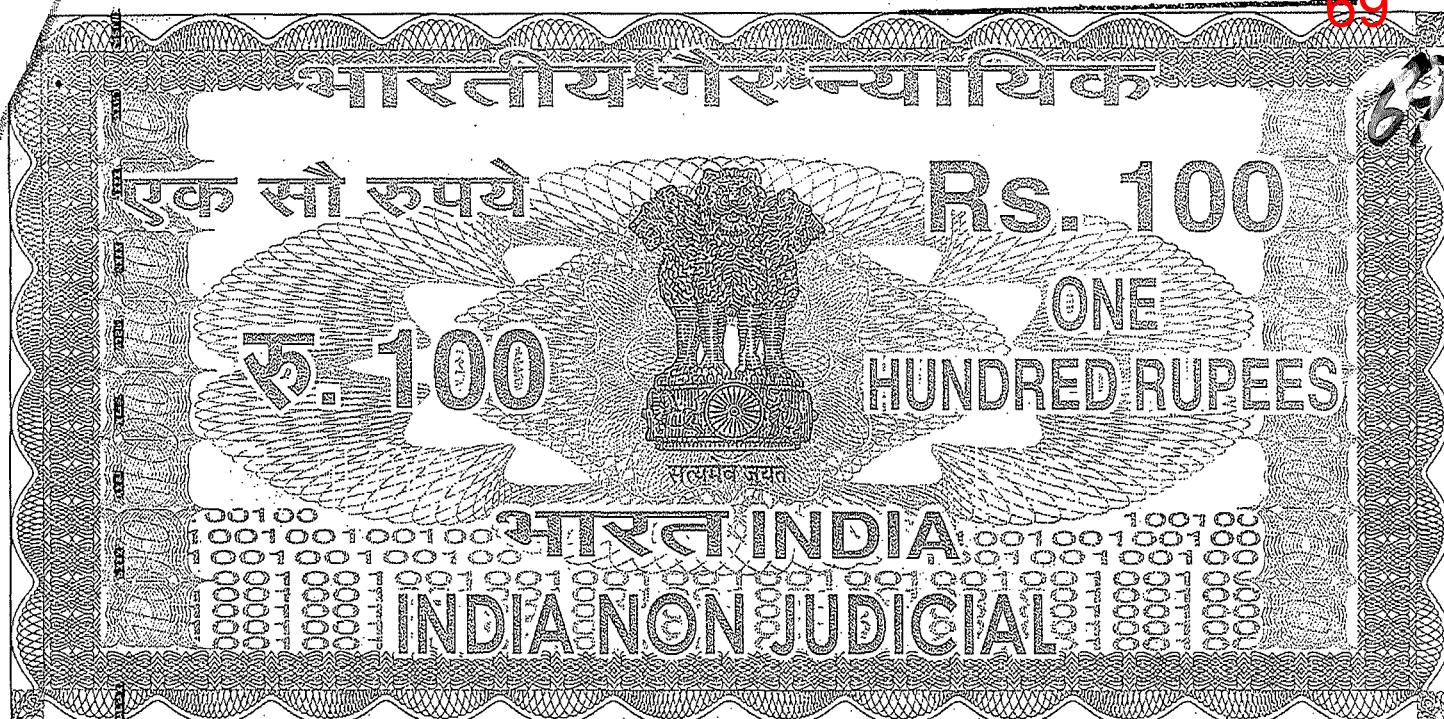
Date : 25.04.2015

For Indian Overseas Bank

(MR.P.SUBBA RAO /S-2537) (MR.R SURESH /S-1752)

| | |
|---|---|
| <p>Beneficiary's Name & Address: POWER GRID CORPORATION OF INDIA LIMITED B-9, QUTAB INSTITUTIONAL AREA, KATWARIA SARAI, NEW DELHI-110016</p> | <p>Controlling Office Address: (For Confirmation) INDIAN OVERSEAS BANK, REGIONAL OFFICE 759/51, F.C. ROAD, DECCAN GYMKHANA, PUNE – 411 004. PH NO. 020-25665823/25670951 Email – roplan@mumnsco.jobnet.co.in FAX No . 020-25665825</p> |
|---|---|

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19915

1.8 FEB 2015

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क्या विद्युती रेता अपने अपने लोगों को बचाती है? / जानकी

Job - pane

Suzlon Power Infrastructure Ltd.
One Earth, Hadapsar, Pune.

577

H-K. Chawla | Hadapsar Pune

-Freud

11 FEB 2015

ବ୍ୟାକ୍ ବ୍ୟାକ୍ ଲିଖିବା
କାହାରେ କାହାରେ କାହାରେ

परिवार अ. ID-2204126
ए-१४, निष्ठा कार, बोरोपांड पाटी, पटी-१

BANK GUARANTEE FOR PERFORMANCE

Ta

**Power Grid Corporation of India Limited,
B-9, Qutab Institutional Area,
Katwaria Sarai,
New Delhi-110016.**

कृते इण्डियन ओवरसीज बैंक
For INDIAN OVERSEAS BANK

P. SUBBA RAO
S-2537

वरिष्ठ प्रबंधक / Senior Manager
पना केन्द्र शास्त्र / Panaji - 400001

कृते इंडियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

सहा. सुख्य प्रबंधक / Asst. General Manager
पुणे कैट शाखा / PUNE CANTI BRANCH

3-1752
Continued



महाराष्ट्र MAHARASHTRA

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प्रक्रिया अनुमति क्रमांक 19914 दिनांक 18 FEB 2015

राज्य प्रक्रिया

संस्थापनी विभाग विभाग नाम? होम/गाही

संस्थापनी विभाग नाम? LOB - pune

प्राप्ति विभाग विभाग नाम? Suzlon Power Infrastructure Ltd,
One Earth, Hadapsar, Pune.

11 FEB 2015

प्रक्रिया संख्या 11500
नामांकित विभाग नाम

H. K. Chawda | Hadapsar Pune | General

सामा. प्र. कर्तव्य

प्रधाना ३६.१०-२३०११२८

पु. १५, विनुद बाजार, अमरगढ़ शास्त्र, मुंगे - २

Dear Sirs,

- In consideration of the Power Grid Corporation of India Limited, (hereinafter referred to as the "POWERGRID", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having assigned by CERC to process LTA applications as per CERC Regulations, 2009 for "Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission System" and Suzlon Power Infrastructure Limited, who has applied for long term access (LTA), with its registered office at 4A, 4th Floor, 723, Thirumalai Towers, Upstairs of HDFC Bank, Avinashi Road, Coimbatore-641018 and a corporate office at One Earth, Hadapsar, Pune-411028 and a subsidiary of Suzlon Energy Limited (hereinafter referred to as the "LTA Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and

इंडियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

R. SUBBA RAO
S-2537
बरिष्ठ प्रबंधक/Senior Manager
पुणे कैट शाखा/PUNE CANTT. BR. 722



कृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

सहा.मुख्य प्रबंधक/Asst. General Manager
पुणे कैट.शाखा/PUNE CANTT. BRANCH

2. WHEREAS it has been agreed by the LTA Applicant that in case of failure / delay in abiding various terms and conditions required as per CERC Regulations, 2009 on the subject, POWERGRID shall have the right to collect at the rate of Rs.10,000/- (Rupees Ten Thousand Only) per MW for total scheduled injection by the LTA Applicant.
3. AND WHEREAS as per the CERC Regulations, 2009, LTA Applicant is required to furnish a Bank Guarantee for a sum of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only) as a security for fulfilling its commitments to POWERGRID as stipulated under Clause 12(4) of the aforesaid Regulations.
4. We, Indian Overseas Bank, having its head office at Central Office at 763, Anna Salai, Chennai 600 002 and among other places a branch office at 7, M G road, "Wonderland", Pune 411 001 Known as Pune Cantonment Branch (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the POWERGRID on demand any and all monies payable by the LTA Applicant to the extent of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only), as aforesaid at any time up to 31st March 2016 without any demur, reservation, context, recourse or protest and / or without any reference to the LTA Applicant.
5. Any such demand made by the POWERGRID on the Bank shall be conclusive and binding notwithstanding any difference between the POWERGRID and the LTA Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges this Guarantee.
6. The POWERGRID shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the obligations under the said Agreement by the LTA Applicant. The POWERGRID shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the LTA Applicant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the POWERGRID and the LTA Applicant or any other course or remedy or security available to the POWERGRID. The Bank shall not be released of its obligations under these presents by any exercise by the POWERGRID of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the POWERGRID or any other indulgences shown by the POWERGRID or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
7. The Bank also agrees that the POWERGRID at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTA Applicant and notwithstanding any security or other guarantee the POWERGRID may have in relation to the LTA Applicant's liabilities.

कृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

वरिष्ठ प्रबंधक/Senior Manager
पुणे कैट शाखा/PUNE CANTT. BR. 722
P. SUBBA RAO
S-2537



हृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

सहा.मुख्य प्रबंधक/Asst. General Manager
पुणे कैट शाखा/PUNE CANTT. BRANCH

Continued

72

8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only) and it shall remain in force up to and including 31st March 2016 and shall be extended from time to time for such period (not exceeding one year), as may be desired by Suzlon Power Infrastructure Limited on whose behalf this Guarantee has been given.

Dated this 25th day of APRIL 2015 at PUNE.

For Indian Overseas Bank

Authorised Signatory

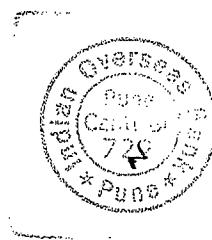
WITNESSES:

(Name & Signature)

कृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

वरिष्ठ प्रबंधक/Senior Manager
पुणे कैट शाखा/PUNE CANTT. BR. 722

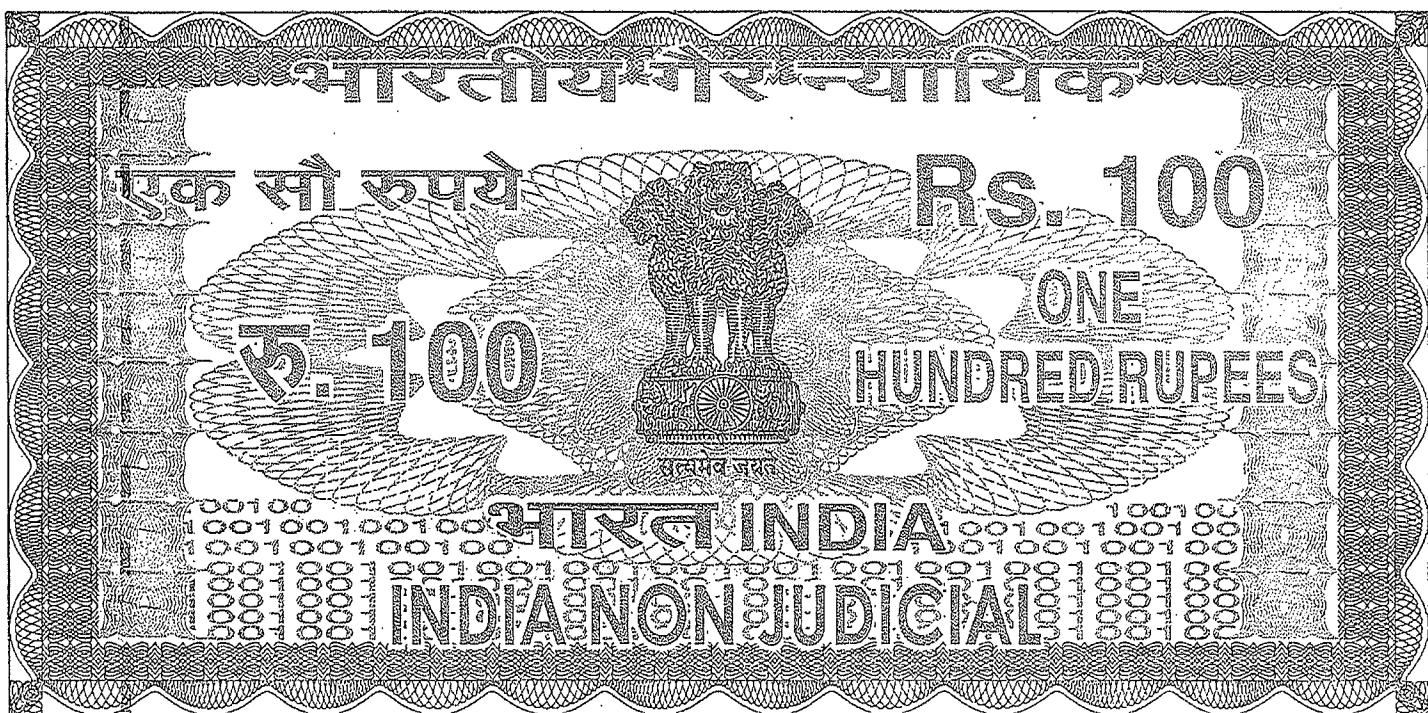
P. SUBBA RAO
S-2537



Authorised Signatory

कृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

सहा.मुख्य प्रबंधक/Asst. General Manager
पुणे कैट शाखा/PUNE CANTT. BRANCH
(Name & Signature)



महाराष्ट्र MAHARASHTRA

● 2014 ●

LR 695316

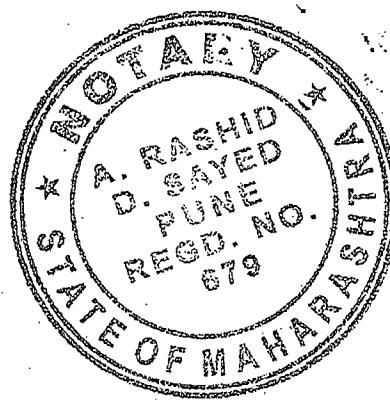
फक्त प्रतिज्ञापत्रासाठी

अनुक्रम १०६२८ पृष्ठा १९०। वर्ष १९५३ श. रकम रु. १००।

मुद्रांक दिक्षित घेणाऱ्याचे नाव **नवाज़ुल्लाह पांडिकरामा** अ.
रसा **कृष्ण पांडी**
हस्ताव नाव **नवाज़ुल्लाह पांडिकरामा**

16 OCT 2014

[Signature]
मुद्रांक दिक्षित घेणाऱ्याची पांडी
राज्यपाल दिक्षित घेणाऱ्याची पांडी
राज्यपाल दिक्षित घेणाऱ्याची पांडी
शासकीय कार्यालयासमोर / न्यायालयासमोर दिक्षित घेणाऱ्याची पांडी
मुद्रांक कागदाची अंदाखाता नाही. (अंदाखा दिनांक १५/१०/२००४ तुसार)



FORMAT-LTA-1

AFFIDAVIT

In the matter of filling application to Power Grid Corporation Of India Limited, for grant of Long Term Access under CERC Regulations 2009.

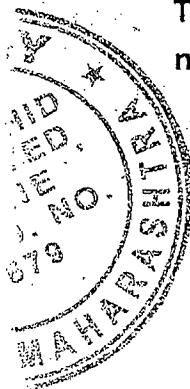
I, Nareshkumar Panchal S/O Amritlal Panchal working as a Sr.General Manager & Head Power Evacuation in Suzlon Power Infrastructure Ltd. having its registered office at,One Earth Opp. Magarpatta City , Hadapsar , Pune-411028,Maharashtra,India do solemnly affirm and say as follows:

[Signature]

1. I am Sr.General Manager & Head Power Evacuation in Suzlon Power Infrastructure Ltd., the representative in the above matter and I am duly authorized to file the above application and to make this affidavit.

2. I submit that M/s Suzlon Power Infrastructure Ltd.is a registered company, Public Ltd, Registered under Companies Act. Under the Article of Association of the company and in accordance with the provisions of Electricity Act, 2003/ relevant Regulation(s) of CERC, the company can file the enclosed application.

3. I submit that all the details given in the enclosed application for Long Term Access along with necessary documents are true and correct and nothing material has been concealed thereof.



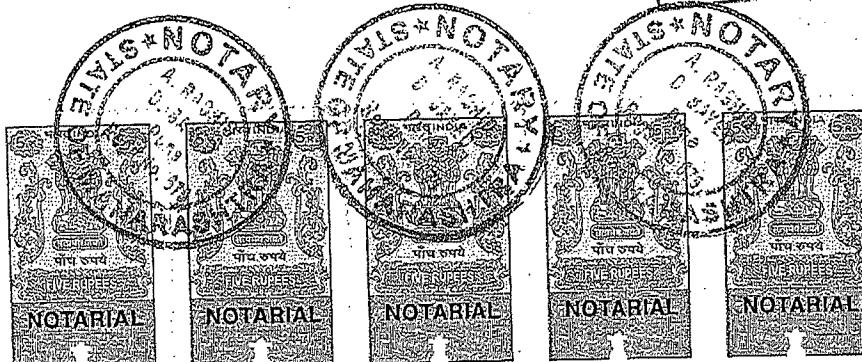
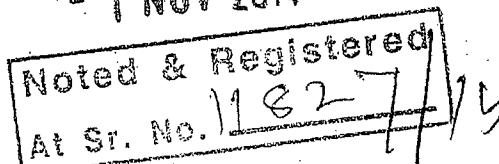
(To be duly attested by Notary)

Dawn
Nareshkumar Amritlal Panchal

BEFORE ME

D. Sayed
A. RASHID D. SAYED
NOTARY, STATE OF MAHARASHTRA
PUNE.

- 1 NOV 2014



75

FORMAT-LTA-2

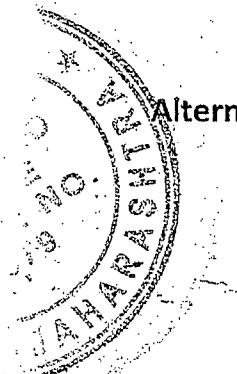
Application for Grant of Long -term Access (LTA)

1 Name the Applicant : SPIL (Suzlon Power Infrastructure Ltd.)

2 Address for Correspondence : Suzlon One Earth, Opp. Magarpatta City, Hadapsar, Pune -411028

3 Contact Details

Prime Contact Person : Nareshkumar Amritlal Panchal
 Designation : Sr. GM & Head -Power Evacuation
 Phone No.(Landline) : +91.20.67025034
 Phone No.(Mobile) : +91.9850818268
 Fax : +91.20.67022100
 E-Mail : pnaresh@suzlon.com



Alternate Contact Person : Dr.VB Rao
 Designation : Sr. Vice President -Sales & Marketing
 Phone No.(Landline) : +91.44.66093001/6609300
 Phone No.(Mobile) : +91.9940663687
 Fax : +91.44.28602350
 E-Mail : drvbrao@suzlon.com

4. Nature of the Applicant

Normal Generator (other than captive) GENERATOR (WIND FARM)

Captive Generator

Bulk Consumer

Electricity Trader

Distribution Licensee

5. Details for Long Term Access (LTA)

5a. Quantum (MW) for which : 75MW (33% of 225MW)
 LTA required

5b. Date from which LTA required : April 2019

5c. Date up to which LTA required : April 2044

5d. Injection of Power (more than one only in case of single drawal):

Entity -1 : SPIL Kadambur

State/Region : TAMILNADU/Southern Region

Quantum-1 : 75 MW

Connectivity with the Grid : PGCIL(CTU)

5e. Drawal of Power (more than one only in case of single injection):

Entity -1 : DISCOM /Open Access customer etc..

State/Region : In any state of Northern Region

Quantum-1: 40 MW

Connectivity with the Grid : PGCIL(CTU)

Entity -2 : DISCOM /Open Access customer etc..

State/Region : In any state of North East Region

Quantum-2: 35 MW

Connectivity with the Grid : PGCIL(CTU)

6. Details of transaction (DD) : (Application Fee)

Amount (in Rs) : 2,00,000*

*(Earlier Long term open access application was submitted for 900 MW and the same is split into three separate applications now for 300 MW each for three injection points, thus totaling 900 MW. The differential amount between the application fee paid earlier and the application fee for the three separate applications works out to Rs. 3 Lakhs (Rupees Three lakhs only) is paid in the form of one DD, whose details are as below. This DD no. would be appearing in all the revised applications, which may kindly be noted)

DD No. : 532118

Date : 16.04.2015

Bank Name : STATE BANK OF INDIA

Branch Name : C A G Branch,Mumbai

7. Details of Bank Guarantee

Amount (in Rs) : 7,50,000/-

Bank Name : Indian Overseas Bank, Pune 411001

BG No. : 722/ILG/102/2015

Period of Validity : 31/03/2016

Ravi



Indian Overseas Bank
Branch Name : Pune Cantonment (722)
PUNE- 411 001

Telephone : 020 26130998
Fax : 020 26139710
Place : Pune

This Covering Letter is issued to be annexed to the Letter of Guarantee No. 722/ILG/102/2015, Dt 25.04.2015 for amount of Rs.7,50,000=00 (Rs. SEVEN LAC FIFTY THOUSAND ONLY) valid till 31.03.2016, and claim period upto 31.03.2016, issued by this office under the joint signatures of

1. MR .P.SUBBA RAO
 2. MR. R SURESH

SENIOR MANAGER
ASSISTANT GENERAL MANAGER

Confirmation of this Guarantee, if the same is desired, should be obtained from the controlling office named below

Date : 25.04.2015

For Indian Overseas Bank



 (MR.P.SUBBA RAO /S-2537) (MR.R SURESH /S-1752)

| | |
|--|--|
| Beneficiary's Name & Address: POWER GRID CORPORATION OF INDIA LIMITED B-9, QUTAB INSTITUTIONAL AREA, KATWARA SARAI, NEW DELHI-110016 | Controlling Office Address: (For Confirmation) INDIAN OVERSEAS BANK, REGIONAL OFFICE 759/51, F.C. ROAD, DECCAN GYMKHANA, PUNE – 411 004. PH NO. 020-25665823/25670951 Email – roplan@mumnscio.iobnet.co.in FAX No . 020-25665825 |
|--|--|

80

महाराष्ट्र MAHARASHTRA

• 2014 •

MD 968277

खास चौकटी का नाम अच्छी तरह? - होते/बहुत
चिकित्सकोंनी कहे।

मित्रादेवतार्थी द्वारा अपनी जगत्
प्रभावी विद्या का लाभ लेने का उद्देश्य

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LOR- Plane
Suzlon Power Infrastructure Ltd.
One Earth, Hadapsar, Pune.

H. K. Chawda / Hadapsar Pune
- 411 052

Kemble

१७८ श्री. ज्ञानसुख

Digitized by srujanika@gmail.com

३-१५, लिपुत्र नगर, लोहारामा पाटी, गुजरात - ३

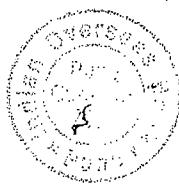
Dear Sirs.

1. In consideration of the Power Grid Corporation of India Limited, (hereinafter referred to as the "POWERGRID", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having assigned by CERC to process LTA applications as per CERC Regulations, 2009 for "Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission System" and Suzlon Power Infrastructure Limited, who has applied for long term access (LTA), with its registered office at 4A, 4th Floor, 723, Thirumalai Towers, Upstairs of HDFC Bank, Avinashi Road, Coimbatore-641018 and a corporate office at One Earth, Hadapsar, Pune-411028 and a subsidiary of Suzlon Energy Limited (hereinafter referred to as the "LTA Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and

कृष्णजन्मानुष्टुप् अ) वायी

For INDIAN OVERSEAS BANK
P SUBBA RAO
S-2537

5-23



कृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

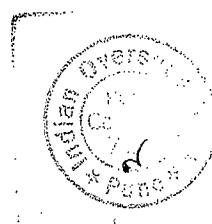
कृष्ण नारायण / अनु. स.

BANK GUARANTEE NO.
LG/7221/po2/2015 Date 25/04/15

2. WHEREAS it has been agreed by the LTA Applicant that in case of failure / delay in abiding various terms and conditions required as per CERC Regulations, 2009 on the subject, POWERGRID shall have the right to collect at the rate of Rs.10,000/- (Rupees Ten Thousand Only) per MW for total scheduled injection by the LTA Applicant.
3. AND WHEREAS as per the CERC Regulations, 2009, LTA Applicant is required to furnish a Bank Guarantee for a sum of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only) as a security for fulfilling its commitments to POWERGRID as stipulated under Clause 12(4) of the aforesaid Regulations.
4. We, Indian Overseas Bank, having its head office at Central Office at 763, Anna Salai, Chennai 600 002 and among other places a branch office at 7, M G road, "Wonderland", Pune 411 001 Known as Pune Cantonment Branch (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the POWERGRID on demand any and all monies payable by the LTA Applicant to the extent of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only), as aforesaid at any time up to 31st March 2016 without any demur, reservation, context, recourse or protest and / or without any reference to the LTA Applicant.
5. Any such demand made by the POWERGRID on the Bank shall be conclusive and binding notwithstanding any difference between the POWERGRID and the LTA Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges this Guarantee.
6. The POWERGRID shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the obligations under the said Agreement by the LTA Applicant. The POWERGRID shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the LTA Applicant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the POWERGRID and the LTA Applicant or any other course or remedy or security available to the POWERGRID. The Bank shall not be released of its obligations under these presents by any exercise by the POWERGRID of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the POWERGRID or any other indulgences shown by the POWERGRID or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
7. The Bank also agrees that the POWERGRID at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTA Applicant and notwithstanding any security or other guarantee the POWERGRID may have in relation to the LTA Applicant's liabilities.

इंडियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

वरिष्ठ प्रबंधक/Senior Manager
पुणे कैट शाखा/PUNE CANTT. BR. 722
P. SUBBA RAO
S-2537



इंडियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

सह. मुख्य प्रबंधक/Asst. General Manager
पुणे कैट शाखा/PUNE CANTT. BRANCH
S-2537
Continued

82

BANK GUARANTEE NO.LG/7221Date / /

8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only) and it shall remain in force up to and including 31st March 2016 and shall be extended from time to time for such period (not exceeding one year), as may be desired by Suzlon Power Infrastructure Limited on whose behalf this Guarantee has been given.

Dated this 25th day of APRIL 2015 at PUNE.

For Indian Overseas Bank

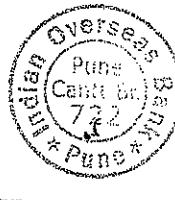
Authorised Signatory

WITNESSES:

(Name & Signature)

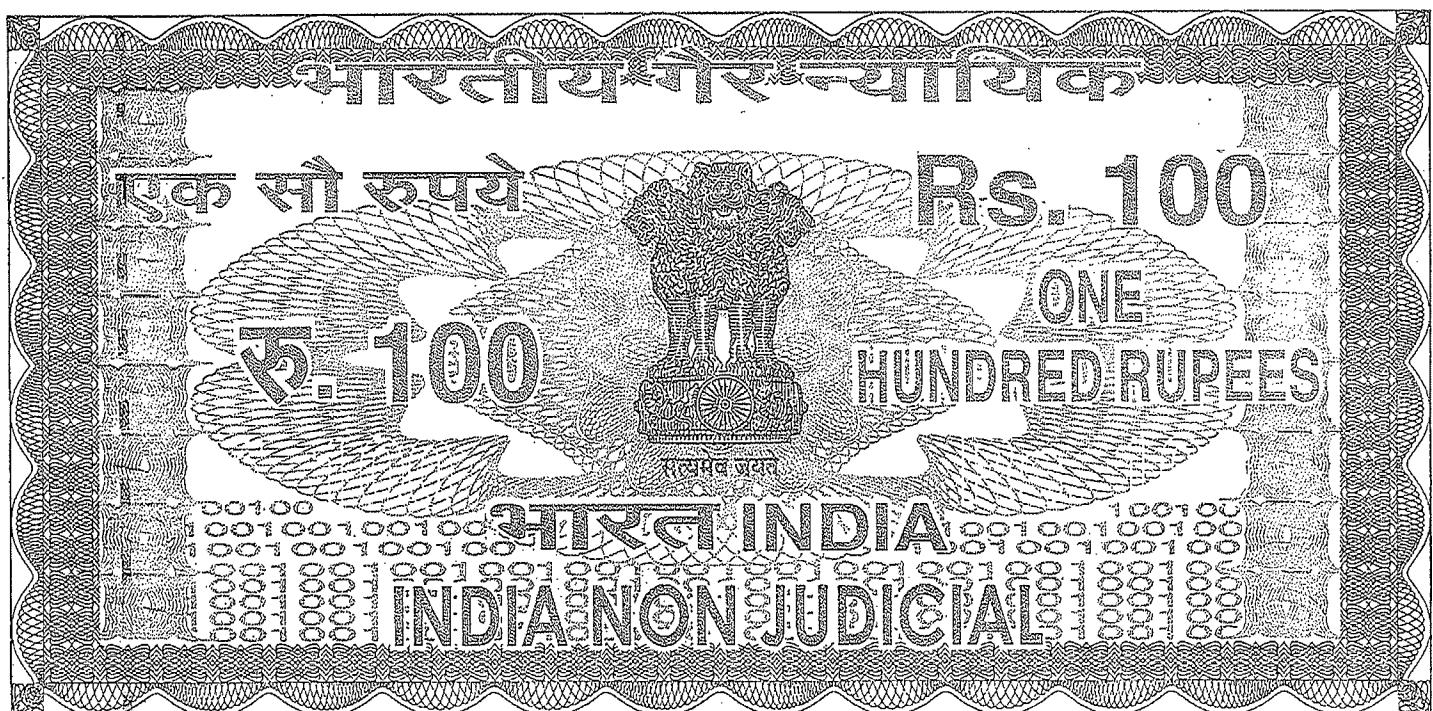
कृते इण्डियन ओवरसीज बैंक
For INDIAN OVERSEAS BANK

वरिष्ठ प्रबंधक/Senior Manager
पुना कॅट शाखा/PUNE CANTT. BR. 722
J.R. SUBBA RAO
S-2537



Authorised Signatory

कृते इण्डियन ओवरसीज बैंक
For INDIAN OVERSEAS BANK
[Signature]
सहा.मुख्य प्रबंधक/Asst. General Manager
(Name & Signature)/PUNE CANTT. BRANCH
[Signature]
Date: 25/04/2015
No. 1742



महाराष्ट्र MAHARASHTRA

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LR 695315

अनु दि२।१९०।प्रभु.श.रक्षणी.००।

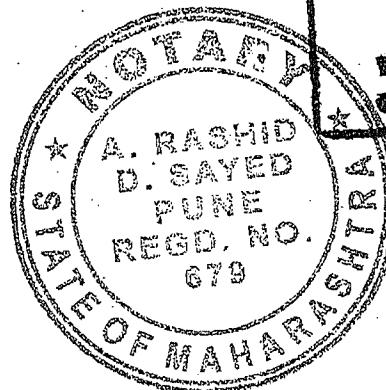
मुद्रांक विद्युत घोणन्याचे नाय... **सुखलोक** पॉपर कृष्णा लि.

શ્રીમતી પુરુષો દ્વારા લખેલા એવા માનસિક

मुद्रांकनिधि वेणुगोप्याची सही

मुद्राक दिवस त्यंगान्यादी सही कालान्तर अंत उड़ानपार, पुणे-२८
शासकिक कार्यालयांच्योर/नाचाहारे : पांडुलिंग राजांच्या नवाचाराबी
मुद्राक कामादेशी आवधेकता नाही. (शासन जांत्रा अं. ५/७/१९४१ नुसार)

16 OCT 2011



FORMAT-LTA-1

AFFIDAVIT

In the matter of filling application to Power Grid Corporation Of India Limited, for grant of Long Term Access under CERC Regulations 2009.

I, Nareshkumar Panchal S/O Amritlal Panchal working as a Sr.General Manager & Head Power Evacuation in Suzlon Power Infrastructure Ltd. having its registered office at,One Earth Opp. Magarpatta City , Hadapsar , Pune-411028,Maharashtra,India do solemnly affirm and say as follows:

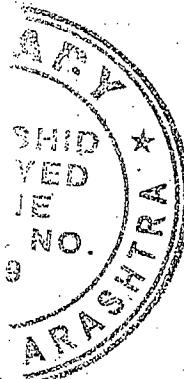
[Signature]

84

1. I am Sr.General Manager & Head Power Evacuation in Suzlon Power Infrastructure Ltd., the representative in the above matter and I am duly authorized to file the above application and to make this affidavit.

2. I submit that M/s Suzlon Power Infrastructure Ltd.is a registered company, Public Ltd, Registered under Companies Act. Under the Article of Association of the company and in accordance with the provisions of Electricity Act, 2003/ relevant Regulation(s) of CERC, the company can file the enclosed application.

3. I submit that all the details given in the enclosed application for Long Term Access along-with necessary documents are true and correct and nothing material has been concealed thereof.



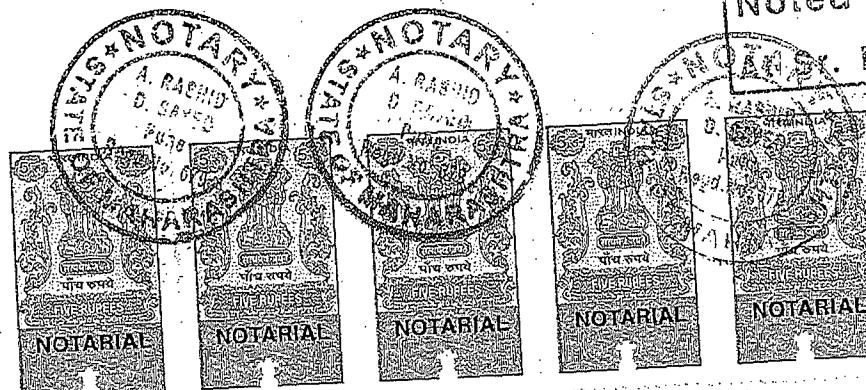
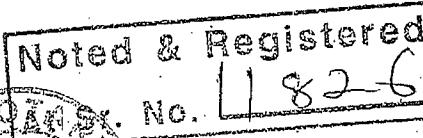
(To be duly attested by Notary)

Nareshkumar Amritlal Panchal

BEFORE ME

A. RASHID & D. SAYED
NOTARY, STATE OF MAHARASHTRA
PUNE,

- 1 NOV 2014



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FORMAT-LTA-2

Application for Grant of Long -term Access (LTA)

1 Name the Applicant : SPIL (Suzlon Power Infrastructure Ltd.)

2 Address for Correspondence : Suzlon One Earth, Opp. Magarpatta City, Hadapsar, Pune -411028

3 Contact Details

Prime Contact Person : Nareshkumar Amritlal Panchal

Designation : Sr. GM & Head -Power Evacuation

Phone No.(Landline) : +91.20.67025034

Phone No.(Mobile) : +91.9850818268

Fax : +91.20.67022100

E-Mail : pnaresh@suzlon.com

Alternate Contact Person : Dr.VB Rao

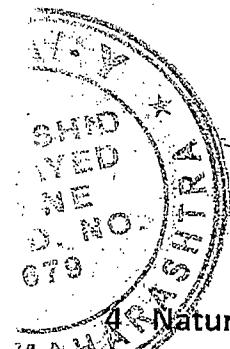
Designation : Sr. Vice President -Sales & Marketing

Phone No.(Landline) : +91.44.66093001/6609300

Phone No.(Mobile) : +91.9940663687

Fax : +91.44.28602350

E-Mail : drvbrao@suzlon.com



Nature of the Applicant

Normal Generator (other than captive)

GENERATOR (WIND FARM)

Captive Generator

Bulk Consumer

Electricity Trader

Distribution Licensee

5. Details for Long Term Access (LTA)

5a. Quantum (MW) for which : 75MW (33% of 225MW)
LTA required

5b. Date from which LTA
required : October 2018

5c. Date up to which LTA
required : October 2043

QWV

86

5d. Injection of Power (more than one only in case of single drawal):

Entity -1 : SPIL Kumarapuram

State/Region : TAMILNADU/Southern Region

Quantum-1 : 75 MW

Connectivity with the Grid : PGCIL(CTU)

5e. Drawal of Power (more than one only in case of single injection):

Entity -1 : DISCOM /Open Access customer etc..

State/Region : In any state of Northern Region

Quantum-1: 40 MW

Connectivity with the Grid : PGCIL(CTU)

Entity -2 : DISCOM /Open Access customer etc..

State/Region : In any state of North East Region

Quantum-2: 35 MW

Connectivity with the Grid : PGCIL(CTU)

6. Details of transaction (DD) : (Application Fee)

Amount (in Rs) : 2,00,000*

*(Earlier connectivity application was submitted for 1000 MW and the same is split into three separate applications now for 300 MW each for three injection points, thus totaling 900 MW. The differential amount between the application fee paid earlier and the application fee for the three separate applications works out to Rs. 3 Lakh(Rupees Three lakh only) is paid in the form of one DD, whose details are as below. This DD no. would be appearing in all the revised applications, which may kindly be noted)

DD No. : 532118

Date : 16.04.2015

(Signature)

87

Bank Name : STATE BANK OF INDIA

Branch Name : C A G Branch, Mumbai

7. Details of Bank Guarantee

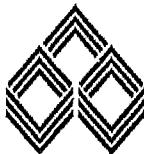
Amount (in Rs) : 7, 50,000/-

Bank Name : Indian Overseas Bank, Pune 411001

BG No. : 722/ILG/103/2015

Period of Validity : 31/03/2016





**Indian Overseas Bank
Branch Name : Pune Cantonment (722)
PUNE- 411 001**

**Telephone : 020 26130998
Fax : 020 26139710
Place : Pune**

This Covering Letter is issued to be annexed to the Letter of Guarantee No. 722/ILG/103/2015, Dt 25.04.2015 for amount of Rs.7,50,000=00 (Rs. SEVEN LAC FIFTY THOUSAND ONLY) valid till 31.03.2016, and claim period upto 31.03.2016, issued by this office under the joint signatures of

**1. MR .P.SUBBA RAO
2. MR. R SURESH**

**SENIOR MANAGER
ASSISTANT GENERAL MANAGER**

Confirmation of this Guarantee, if the same is desired, should be obtained from the controlling office named below

Date : 25.04.2015

For Indian Overseas Bank

(MR.P.SUBBA RAO /S-2537) (MR.R SURESH /S-1752)

| | |
|--|--|
| Beneficiary's Name & Address: POWER GRID CORPORATION OF INDIA LIMITED B-9, QUTAB INSTITUTIONAL AREA, KATWARIA SARAI, NEW DELHI-110016 | Controlling Office Address: (For Confirmation) INDIAN OVERSEAS BANK, REGIONAL OFFICE 759/51, F.C. ROAD, DECCAN GYMKHANA, PUNE - 411 004. PH NO. 020-25665823/25670951 Email – roplan@mumnsco.iobnet.co.in FAX No . 020-25665825 |
|--|--|

[Handwritten Signature]
(True copy)

ANNEXURE P-3

gg



महाराष्ट्र MAHARASHTRA

FF 662046

अनुक्रमांक नं. ८८८ | १६ APR 2012

मुद्रांक केणत्या कारणासाठी वापरादयाद्या आहे ~~AFFIDAVIT~~

मुंबई मुद्रांक अधिनियम १९५८ चे अनुवाद हा

मुद्राकृष्णराणां च संपूर्ण नाम *Megevra Hreely*
संपूर्ण पता *Tech (A) D. Dangar*
हस्ते व्यक्तिचे संपूर्ण नाम

पुस्ता

मुद्राक धीरकाची सही
हस्ते व्यतीची सही

जगदार्दिग लक्ष्मण यात्राभोर (मुद्रांक विक्रेता)
परदाना क्र. २२०४१५

परमाणु क्र. २२०९०७४

परवान्याची मुदत:- ३१/३/२०१३

पत्ता:- लोणी काळभोर, ता. हवेली, जि. पुणे

कोल्हापुर अधिकारी
कौशलार पुणे कारिता

13 APR 2012

FORMAT-CON-1

AFFIDAVIT

In the matter of filling application to Power Grid Corporation Of India Limited, for grant of Connectivity under CERC Regulations 2009.

I, Naresh Panchal S/O Amritlal Panchal working as a General Manager & Head –Power Evacuation in Suzlon Power Infrastructure Ltd. having its registered office at,One Earth Opp. Magarpatta City , Hadapsar , Pune-411028,Maharashtra,India do solemnly affirm and say as follows:

A circular stamp with a double-line border. The outer ring contains the text "GOVERNMENT OF INDIA" at the top and "NAVI MUMBAI" at the bottom. The inner circle contains the text "Baliram @ Rajesh Shinde" in the center, with "Pune." and "Regn. No 4614" below it. The date "10/10/2010" is stamped at the bottom. There are two five-pointed stars, one on each side of the inner circle.

Quint
Anita Bang
~~✓~~

90

1. I am General Manager & Head –Power Evacuation of Suzlon Power Infrastructure Ltd., the representative in the above matter and I am duly authorized to file the above application and to make this affidavit.

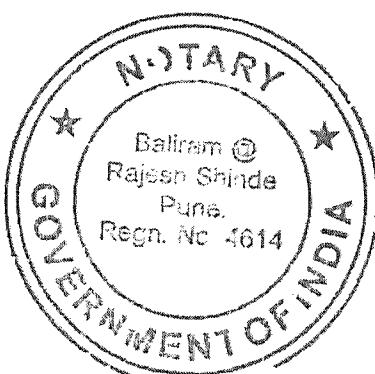
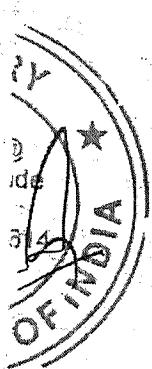
2. I submit that M/s Suzlon Power Infrastructure Ltd.is a registered company, Public Ltd, Registered under Companies Act. Under the Article of Association of the company and in accordance with the provisions of Electricity Act, 2003/ relevant Regulation(s) of CERC, the company can file the enclosed application.

3. I submit that all the details given in the enclosed application for grant of Connectivity along with necessary documents are true and correct and nothing material has been concealed thereof.



Naresh Amritlal Panchal

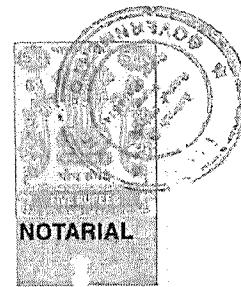
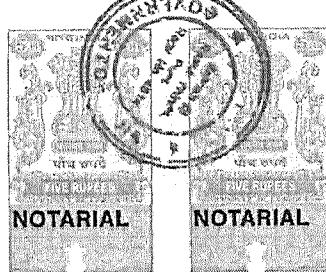
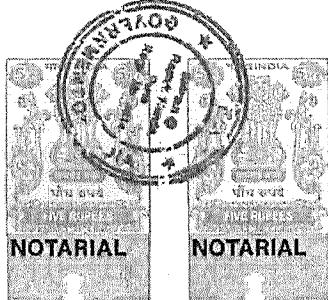
(To be duly attested by Notary)



Noted And Registered
At. Serial No...499/12
Dated.....

19 APR 2012

ATTESTED
Baliram @ Rajesh Shinde
NOTARY GOVT OF INDIA
Pune



FORMAT-CON-2**Application for grant of connectivity**

1. Name of the Applicant: Naresh Amritlal Panchal

2. Address for Correspondence: One Earth Opp. Magarpatta City ,
Hadapsar, Pune-411028,
Maharashtra, India

3. Contact Details-

Prime Contact Person: Naresh Panchal

Designation: Head & GM

Phone No. (Landline): +91-020-40125034

Phone No. (Mobile): +919850829701

Fax: +91-020- 40122100

E-Mail: pnaresh@suzlon.com



92

Alternate Contact

Person: Dr. VB Rao
Designation: Vice President
Phone No. (Landline): +91-044-28615001
Phone No. (Mobile): +919841027795
Fax: +91-044-28602350
E-Mail: drvbrao@suzlon.com

4. Nature of the Applicant: GENERATOR (WIND FARM)

Generator (other than
Captive)

Captive Generator

Bulk Consumer

5. Details for Connectivity.-

5a. Capacity (MW) for which

Connectivity required: Installed capacity would be
1000 MW, however injection
of power to grid would be a
maximum of 850MW

5b. Date from which

connectivity is required: March 2014

6. Location of the Generating

Station/ Bulk Consumer-

Nearest Village/ Town: Kadambur, Chandragiri &

Kumarapuram

District: TIRUNELVELLI

State: TAMILNADU

Latitude:

Longitude:

7. Installed Capacity of the

Generating Station-

Unit-1 } Wind Farm generating comprising

Unit-2 } of several wind turbines

Unit-3 } Generation (WTG) installed

Unit-4 } capacity of 1000 MW

Unit-5 } (Injection of Power to the grid

Unit-6 } would be 850 MW)

Commissioning Schedule

Of the Generating Station

(new)

Unit-1 } March 2014

Unit-2 } }

[Signature]

94

Unit-3

Unit-4

Unit-5

Unit-6

8. Details of the Generating Station-

Name of the Power Plant: Kadambur, Chandragiri & Kumarapuram wind farm

Promoter: Suzlon Power Infrastructure Ltd.

Fuel: Not Applicable as the prime mover is driven by wind.

Source of Fuel:

Generation Voltage: The generation voltage is 690 volt for each WTG.

Step-up Voltage: The Power output at 33kV from all WTG is collected through 33kV feeders and brought to 3 wind farm s/s where the power is stepped up to 33kV/230 kV. All the three 230/33 KV s/s are connected to 230/400 KV s/s proposed by PGCIL, which will be connected to PGCIL's 400/765 KV Tuticorin Pooling substation.



Is it an identified project

Of CEA: NA

Base Load/ Peaking:

9. Details of Nearest 765/400/
230/110 kV sub-station-

Sub-Station-1: 400 KV Tuticorin Pooling

Substation near Kovilpatti

Voltage levels available: 230kV

Owner: POWER GRID

Distance (Km): 3 nos. of 230 kV lines

(From Kadambur -18 Km,

From Chandragiri - 25 Km &

From Kumarapuram-15 Km)

Sub-Station-2:

Voltage levels available:

Owner:

Distance (Km):

Sub-Station-3:

Voltage levels available:

Distance (Km)



96

10. Details of transaction (DD)

(Application Fee)

Amount (in Rs): 6,00,000/-

DD No.:321643

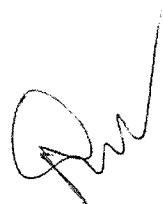
Date: 18/04/2012

Bank Name: IDBI Bank Ltd.

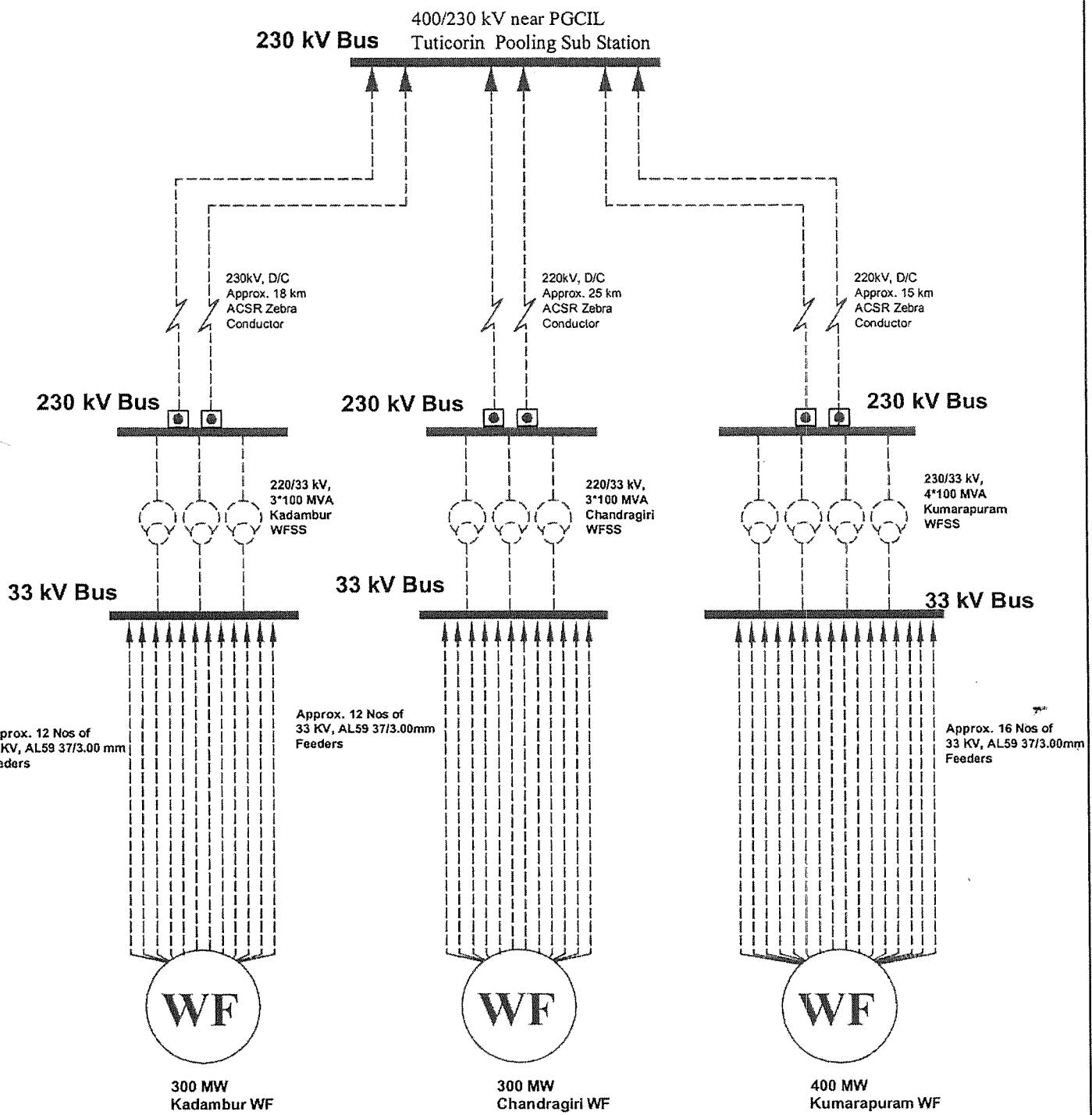
Branch Name: Pune

Attachment: 1. Demand Draft

2. Reference drawing

A handwritten signature consisting of a stylized letter 'Q' followed by a wavy line.

SCHEMATIC DRAWING FOR EVACUATION OF WIND POWER OF 1000 MW PROJECT
AT SITE KADAMBUR, CHANDRAGIRI & KUMARAPURAM, STATE - TAMIL NADU.



LEGENDS -

| | |
|----------------|-----------------|
| 220 KV BUS - | [Solid Line] |
| 33 KV BUS - | [Dashed Line] |
| 220 KV LINE - | [Dotted Line] |
| 33 KV LINE - | [Dash-dot Line] |
| METERING POINT | [Square Box] |

[Handwritten Signature]

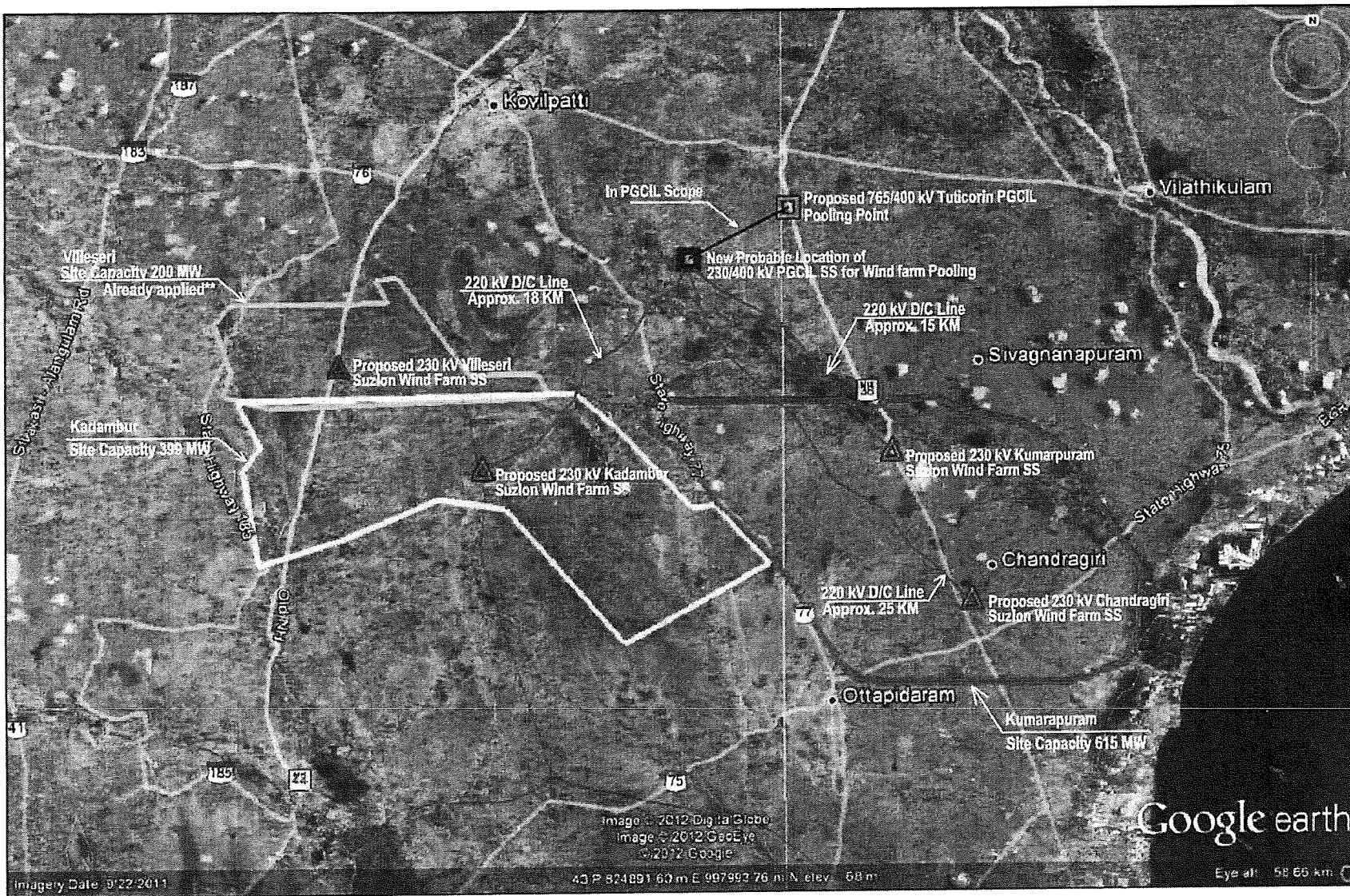
SUZLON
POWERING A GREENER TOMORROW

SUZLON POWER INFRASTRUCTURE LTD.

Drawing Title : SCHEMATIC DRAWING FOR EVACUATION OF WIND POWER
OF 1000 MW PROJECT AT SITE KADAMBUR, CHANDRAGIRI &
KUMARAPURAM, STATE - TAMIL NADU.

| | | | |
|-------------|---------------|-------------|-------------------------------|
| PREPARED BY | M.P./P.L. | SCALE | N.T.S. |
| CHECKED BY | P.S. | DATE | 21.04.2012 |
| APPROVED -1 | State PE Head | REV.NO. | 00 |
| APPROVED -2 | PE Head | DRAWING NO. | PE/SEL/TN/KCHK/SCH/12-13/0738 |

1000 MW Connectivity Proposal Drawing, Site- Villeseri, STATE:- Tamil Nadu



| SULZON POWER INFRASTRUCTURE LTD. | |
|--|----------|
| Drawing Title :- 1000 MW CONNECTIVITY PROPOSAL AT SITE VILLESERI, STATE:- Tamil Nadu | |
| PREPARED BY: | M/S |
| CHECKED BY: | P.S. |
| APPROVED-1: | W.M.N. |
| APPROVED-2: | P.F.Hood |

99

A/C PAYEE ONLY
NOT NEGOTIABLE
NOT TRANSFERABLE

DEMAND DRAFT

18/04/2012

Valid for 3 months only from date of issuance

DATE

ON DEMAND PAY

Power Grid Corporation Of India Ltd

OR ORDER

RUPEES

SIX LAKHS ONLY

**

₹

*****600,000.00

FOR VALUE RECEIVED



R.N.&Co
रामदीपनाथ एक लिमिटेड
IDBI Bank Limited

Prompt Pay

Mittal Tower, C - Wing,
Nanman Point, Mumbai 400 021
New Delhi

DRAWN ON

For IDBI BANK LIMITED

Jitendra Damane
Employee ID: 21385

Gyan Harjani
Employee ID: 22039

AUTORISED SIGNATORIES

ISSUING BRANCH

Pune

11 321643 0002590001 998500 16

Suzlon Power Infrastructure Ltd.
One Earth, Hadapsar, Pune - 411 028, India



Phone : +91.20.67022000
Fax : +91.20.67022100 / 67022200
E-mail : pune@suzlon.com
URL : www.suzlon.com

To,

Dated: 25th May 2014

The Chief Operating Officer – CTU Planning,
Power Grid Corporation of India Limited,
'Saudamini', Plot No.2, Sector-29,
Gurgaon – 122 001.

Dear Sir,

Sub:- Application for grant of connectivity for 1000 MW wind farms in Kadambur, Chandragiri and Kumarapuram of Tirunelveli Dist., Tamilnadu.
Ref:- Our Application for Connectivity Dt.23.04.2012 (with DD No.321643 Dt.18.04.2012 on IDBI for Rs.6 Lacs.)

Kindly refer to above cited reference, wherein connectivity application for 1000 MW of wind at Kadambur, Chandragiri and Kumarapuram of Tirunelveli Dist., Tamilnadu was submitted. During the interim period from the date of application till date, we have been carrying out the process of acquisition of land in the said areas. At present we are able to possess control over land which could lead to establishment of nearly 250 MW. In view of the fierce competition as well as low economic growth scenario prevailing in the country for the past years, we have reviewed our position and are of the opinion that the ultimate quantum of land which we may be able to acquire would yield 900 MW. In view of the above, our connectivity application as indicated above may please be revised to 900 MW.

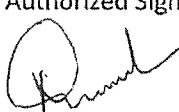
As you are kindly aware that the approval for our connectivity application has not been communicated, to us and the wind generators have been asked to submit LTOA for 25% of the application for connectivity, we will be applying for LTOA for 225 MW which is 25% of 900 MW.

Thanking you,

Yours sincerely,

For Suzlon Power Infrastructure Ltd.

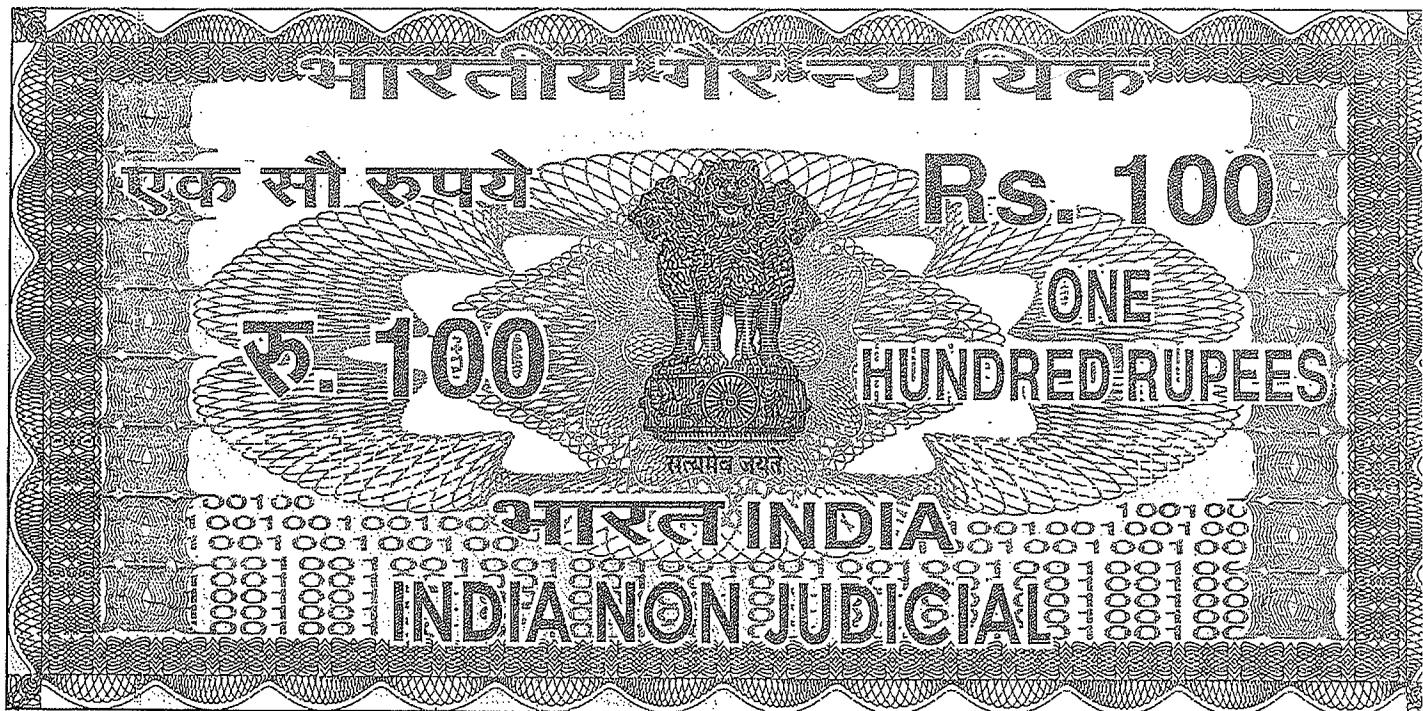
Authorized Signatory

Naresh Panchal



(Sr.General Manager & Head-Power Evacuation -SPIL)

101



महाराष्ट्र MAHARASHTRA

© 2014 ©

LR 695311

अनुकूल देवी, वि. ८१०।१९५३ श्रृंखला पढ़ा।

मुद्रांक यिकत घेणाऱ्याचे नाव **अंकवार्ता** पोर्टफॉलो

प्रता श्रीपात्रकार प्रियो

ହରତେବେ କାନ୍ଦୁ ୧୯୫୨ ମେସିହା ୨୧-୩୮୯

16 Oct 2014

मुद्रांक दिल्ली देणार्याची सही प्रवाना दत् २२०५०३७.
कांचल राजा हडपरार; पुणे-२८
शासकिय लाईलालापामोर/न्यायालाला
मुद्रांक कामगारी आवश्यकता नाही; (शासक आदेश दिवा: १०/१००४ नुसार)

FORMAT-CON-1

**In the matter of filling application to Power Grid Corporation Of India Limited,
for grant of Connectivity under CERC Regulations 2009.**

I, NareshKumar Panchal S/O Amritial Panchal working as a Senior General Manager & Head –Power Evacuation in Suzlon Power Infrastructure Ltd. having its registered office at, One Earth Opp. Magarpatta City , Hadapsar , Pune-411028,Maharashtra,India do solemnly affirm and say as follows:

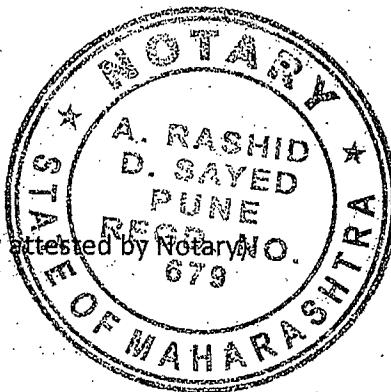
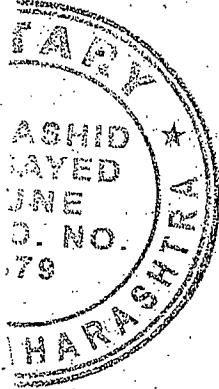
Ques

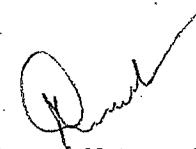
102

1. I am Senior General Manager & Head –Power Evacuation of Suzlon Power Infrastructure Ltd., the representative in the above matter and I am duly authorized to file the above application and to make this affidavit.

2. I submit that M/s Suzlon Power Infrastructure Ltd.is a registered company, Public Ltd, Registered under Companies Act. Under the Article of Association of the company and in accordance with the provisions of Electricity Act, 2003/ relevant Regulation(s) of CERC, the company can file the enclosed application.

3. I submit that all the details given in the enclosed application for grant of Connectivity along with necessary documents are true and correct and nothing material has been concealed thereof.



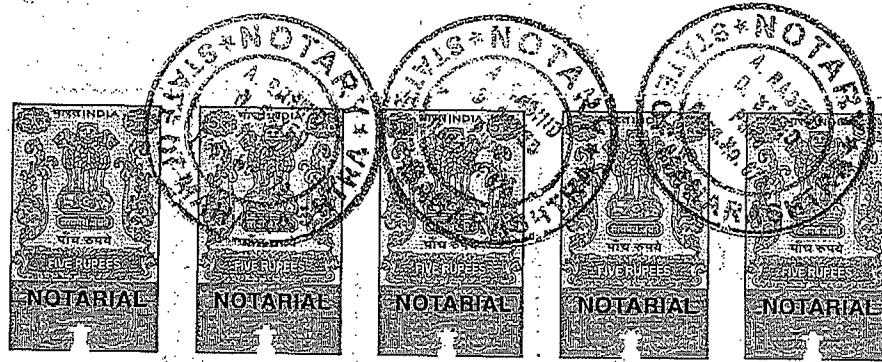

Naresh Kumar Amritlal Panchal

BEFORE ME


A. RASHID D. SAYED
NOTARY, STATE OF MAHARASHTRA
PUNE.

- 1 NOV 2014

| |
|---------------------|
| Noted & Registered |
| At Sr. No. 11828/14 |



103

FORMAT-CON-2

Application for grant of connectivity

- | | |
|--|--|
| 1. Name of the Applicant: | Nareshkumar Amritlal Panchal |
| 2. Address for Correspondence: | One Earth Opp. Magarpatta City , Hadapsar, Pune-411028, Maharashtra, India |
| 3. Contact Details- | |
| Prime Contact Person: | Nareshkumar Panchal |
| Designation: | Senior General Manager & Head- Power Evacuation |
| Phone No. (Landline): | +91-020-40125034 |
| Phone No. (Mobile): | +919850829701 |
| Fax: | +91-020- 40122100 |
| E-Mail: | pnaresh@suzlon.com |
| Alternate Contact Person: | Dr. VB Rao |
| Designation: | Sr. Vice President -Sales & Marketing |
| Phone No.(Landline) : | +91.44.66093001/6609300 |
| Phone No. (Mobile): | +91.9940663687 |
| Fax: | +91.44.28602350 |
| E-Mail: | drvbrao@suzlon.com |
| 4. Nature of the Applicant: | GENERATOR (WIND FARM) |
| <ul style="list-style-type: none"> - Generator (other than Captive) - Captive Generator - Bulk Consumer | |

104

5. Details for Connectivity.-

**5a. Capacity (MW) for which
Connectivity required:**

Installed capacity would be
about 300 MW.

**5b. Date from which
Connectivity is required:**

March 2018

6. Location of the Generating

Station/ Bulk Consumer-

Nearest Village/ Town:

Chandragiri

District:

Kayathar

State:

Tamilnadu

Latitude:

Longitude:

**7. Installed Capacity of the
Generating Station-**

Wind Farm generation comprising of
several wind turbine Generators
(WTG) totaling up to installed
capacity of about 300 MW. Each
generating unit would be rated 2.1
MW as per present planning

**8. Commissioning Schedule
Of the Generating Station
(new)**

April, 2018

9. Details of the Generating Station-

Name of the Power Plant: Chandragiri wind farm

Promoter:

Suzlon Power Infrastructure Ltd.

Fuel:

Not Applicable as the prime
mover is driven by wind.



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Source of Fuel:**Generation Voltage:**

The generation voltage is 690 volt for each WTG ,which is stepped up to 33kV at each WTG yard

Step-up Voltage:

The Power output at 33kV from all WTGs is collected through several 33kV feeders and brought to a wind farm s/s (Tentatively named as Chandragiri wind farm pooling SS) ,where the power is stepped up from 33kV to 230 kV

Is it an identified project**Of CEA:**

NA

Base Load/ Peaking:

NA

10. Details of Nearest 765/400/220/110 kV sub-station-

PGCIL Sub-Station:

Proposed 400 KV /230 kV Substation of PGCIL near Abhishekpati (A sketch indicating the tentative location of the wind farm and connectivity to proposed PGCIL SS is attached at Annexure-1a)

Voltage levels available:

230kV

Owner:

POWER GRID

Distance (Km):

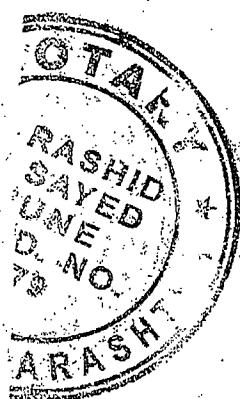
Approximately 35 Km from the Chandragiri wind farm SS of Suzlon. Suzlon shall be laying the 230kV D/C AAC Moose line from the above wind farm SS to the Proposed PGCIL 400/230 kV SS

Ques

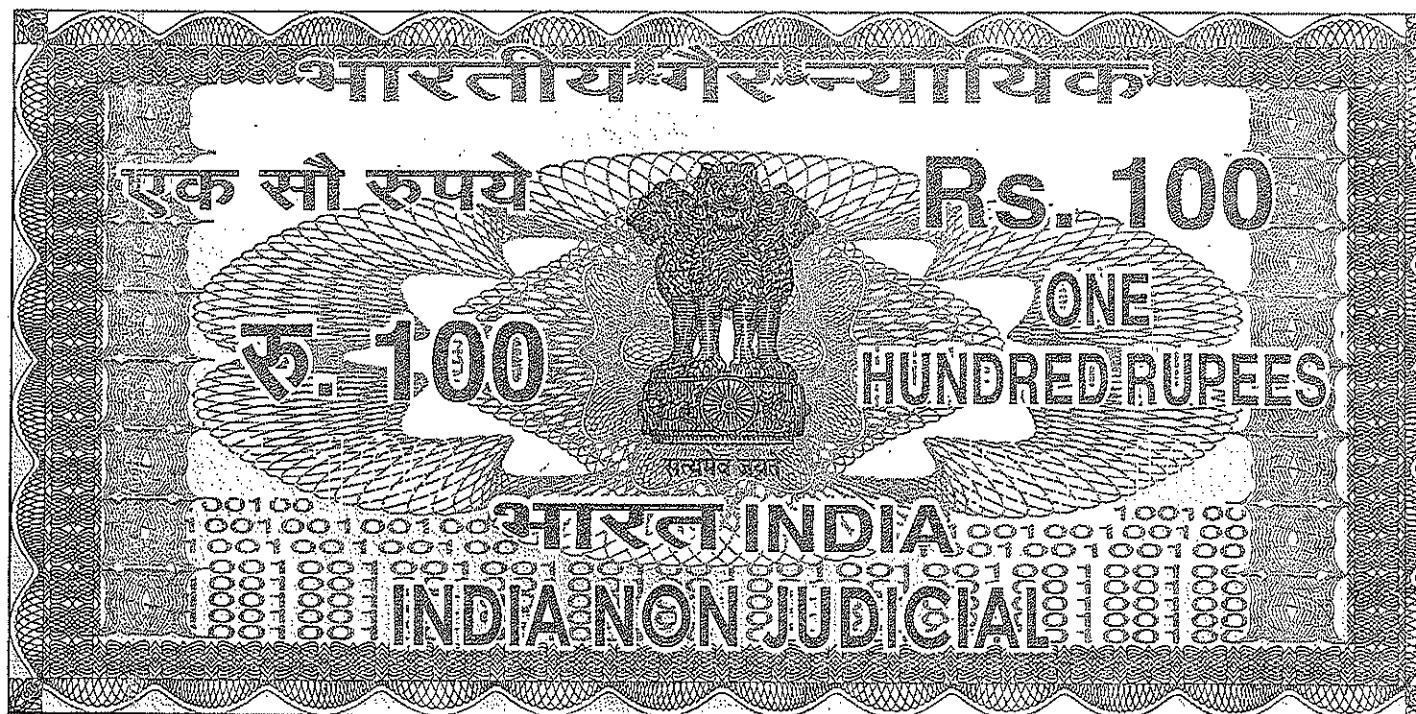
106

11. Details of transaction (DD)**(Application Fee)****Amount (in Rs): a) Earlier Paid Rs.2,00,000/-***

* (Earlier connectivity application was submitted for 1000 MW and the same is revised and split into three separate applications now for 300 MW each for three injection points, thus totaling 900 MW. The differential amount between the application fee paid earlier and the application fee for the three separate applications works out to Rs. 3 Lakh ** (Rupees Three lakh only) is paid in the form of one DD, whose details are as below. This DD no. would be appearing in all the revised applications, which may kindly be noted)

DD No.: 450277**Amount: Rs. 3,00,000******Date: 29.10.2014****Bank Name: State Bank of India****Branch Name: C A G Branch, Mumbai**

A handwritten signature in black ink, appearing to read "Qureshi".



महाराष्ट्र MAHARASHTRA

© 2014 ©

LR 695312

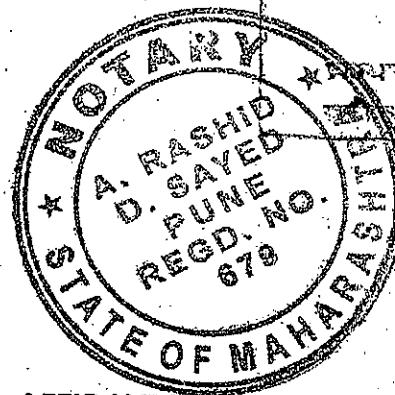
अनुक्रम 10663 प्रक्र. 12/190। शुल्कमुद्रित -

मुद्रांक विकास घोगासांवे नांव 251 लॉन पॉयर काठाळा लि.

पता : दृपदी (पुराण)

हस्तांक दिनांक 21-7-19

मुद्रांक विकास घोगासांवे नांव
शासकीय कार्यालयात्मक/न्यायालयात्मक अधिकारी
मुद्रांक विकास घोगासांवे अधिकारी (शासक आदेश नं. 1/2008 नं.)



FORMAT-CON-1

AFFIDAVIT

In the matter of filling application to Power Grid Corporation Of India Limited, for grant of Connectivity under CERC Regulations 2009.

I, NareshKumar Panchal S/Q Amritlal Panchal working as a Senior General Manager & Head –Power Evacuation in Suzlon Power Infrastructure Ltd. having its registered office at, One Earth Opp. Magarpatta City , Hadapsar , Pune- 411028,Maharashtra,India do solemnly affirm and say as follows:

108

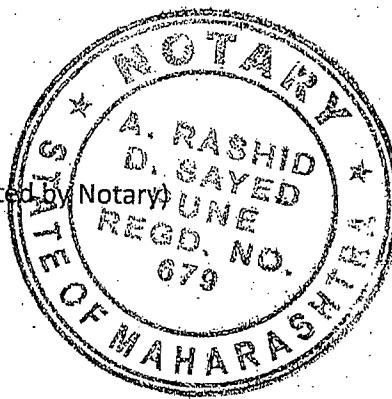
1. I am Senior General Manager & Head –Power Evacuation of Suzlon Power Infrastructure Ltd., the representative in the above matter and I am duly authorized to file the above application and to make this affidavit.

2. I submit that M/s Suzlon Power Infrastructure Ltd.is a registered company, Public Ltd, Registered under Companies Act. Under the Article of Association of the company and in accordance with the provisions of Electricity Act, 2003/ relevant Regulation(s) of CERC, the company can file the enclosed application.

3. I submit that all the details given in the enclosed application for grant of Connectivity along with necessary documents are true and correct and nothing material has been concealed thereof.



(To be duly attested by Notary)



NareshKumar Amritlal Panchal

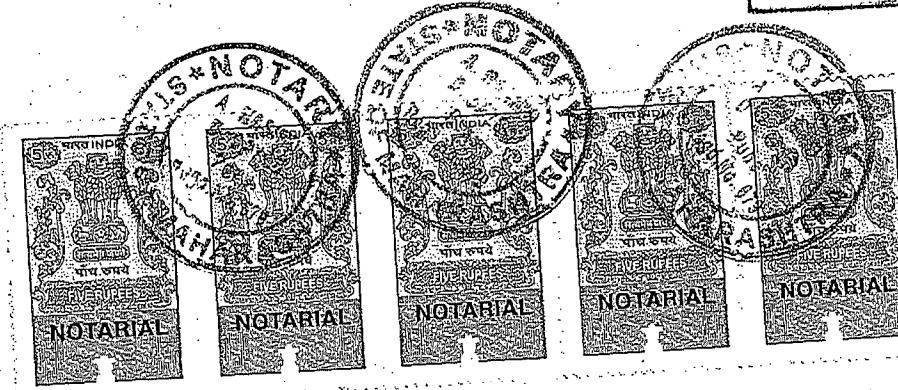
BEFORE ME

A. RASHID S. SAYED
A. RASHID S. SAYED
NOTARY, STATE OF MAHARASHTRA
PUNE

= 1 NOV 2014

= 1 NOV 2014

Noted & Registered
At Sr. No. 11630



109

FORMAT-CON-2**Application for grant of connectivity**

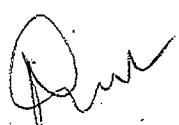
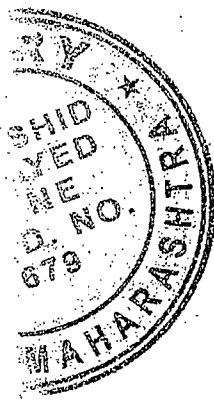
- 1. Name of the Applicant:** Nareshkumar Amritlal Panchal
- 2. Address for Correspondence:** One Earth Opp. Magarpatta City ,
Hadapsar, Pune-411028,
Maharashtra, India

3. Contact Details-

- Prime Contact Person:** Nareshkumar Panchal
- Designation:** Senior General Manager & Head-Power Evacuation
- Phone No. (Landline):** +91-020-40125034
- Phone No. (Mobile):** +919850829701
- Fax:** +91-020- 40122100
- E-Mail:** pnaresh@suzlon.com
- Alternate Contact Person:** Dr. VB Rao
- Designation:** Sr. Vice President -Sales & Marketing
- Phone No.(Landline) :** +91.44.66093001/6609300
- Phone No. (Mobile):** +91.9940663687
- Fax:** +91.44.28602350
- E-Mail:** drvbrao@suzlon.com

4. Nature of the Applicant: GENERATOR (WIND FARM)

- Generator (other than Captive)
- Captive Generator
- Bulk Consumer

5. Details for Connectivity.-

5a. Capacity (MW) for which

Connectivity required:

Installed capacity would be about 300 MW.

5b. Date from which

Connectivity is required:

March 2019

6. Location of the Generating

Station/ Bulk Consumer-

Nearest Village/ Town:

Kadambur

District:

Kayathar

State:

Tamilnadu

Latitude:

Longitude:

7. Installed Capacity of the Generating Station-

Wind Farm generation comprising of several wind turbine Generators (WTG) totaling up to installed capacity of about 300 MW. Each generating unit would be rated 2.1 MW as per present planning

8. Commissioning Schedule Of the Generating Station (new)

April, 2019

9. Details of the Generating Station-

Name of the Power Plant: Kadambur wind farm

Promoter:

Suzlon Power Infrastructure Ltd.

Fuel:

Not Applicable as the prime mover is driven by wind.



III

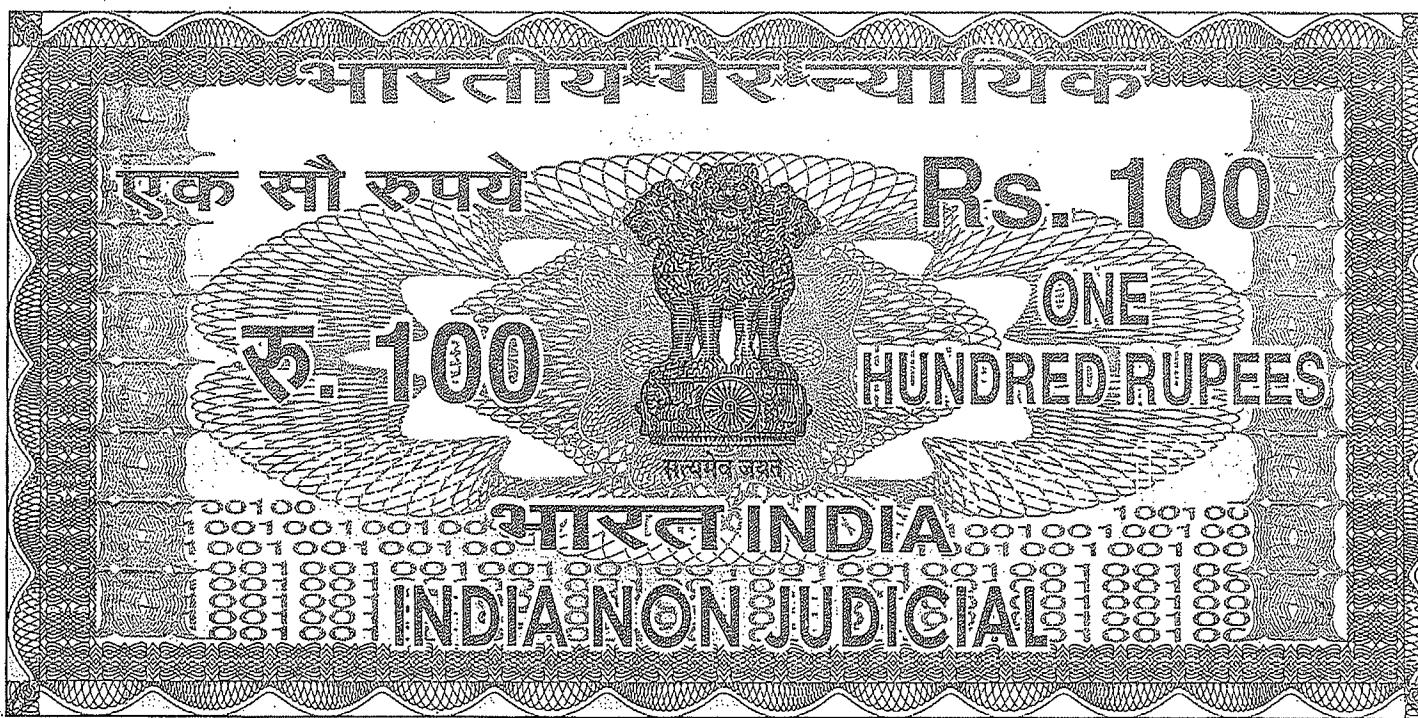
11. Details of transaction (DD)**(Application Fee)****Amount (in Rs): a) Earlier Paid Rs.2,00,000/-***

* (Earlier connectivity application was submitted for 1000 MW and the same is revised and split into three separate applications now for 300 MW each for three injection points, thus totaling 900 MW. The differential amount between the application fee paid earlier and the application fee for the three separate applications works out to Rs. 3 Lakh** (Rupees Three lakh only) is paid in the form of one DD, whose details are as below. This DD no. would be appearing in all the revised applications, which may kindly be noted)

DD No.: 450277**Amount: Rs. 3,00,000******Date: 29.10.2014****Bank Name: State Bank of India****Branch Name: C A G Branch, Mumbai**

A handwritten signature or mark placed over the circular stamp.

112



महाराष्ट्र MAHARASHTRA

फक्त प्रतिज्ञापनासाती

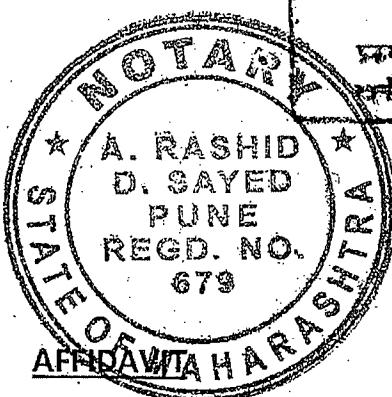
© 2014 ©

LR 695313

प्रातःज्ञापनासाठी
अनुकूल दोगेर दि २६।१०। शुक्रवार २००१ -

ગુર્દાક વિવાહ ઘેળાન્યાંથે નોંધું એક જીતાંદોણાંધી કણાંખા। લી
દસી છાપણું પઢું।
દાંડાંદી ટિંગે કંબે ૨૧-૩૫૮

३३२५ राज्यपाल देशक विधायक
परिषद का दृष्टि नं २२५१०३७
लोकसभा दृष्टि नं २८५१०३७
शासकीय कार्यालयालालोर/न्यायालयालालोर
मुद्रांक कागदाची आवश्यकता नाहो. (शासक आदेश दि. ४/७/१९५४ तुकारार)



प्राचीन भूदेश्वर पर्णी कालिका

FORMAT-CON-1

**In the matter of filling application to Power Grid Corporation Of India Limited,
for grant of Connectivity under CERC Regulations 2009.**

I, NareshKumar Panchal S/O Amritlal Panchal working as a Senior General Manager & Head –Power Evacuation in Suzlon Power Infrastructure Ltd. having its registered office at, One Earth Opp. Magarpatta City , Hadapsar , Pune-411028,Maharashtra,India do solemnly affirm and say as follows:

卷之三

113

1. I am Senior General Manager & Head –Power Evacuation of Suzlon Power Infrastructure Ltd., the representative in the above matter and I am duly authorized to file the above application and to make this affidavit.

2. I submit that M/s Suzlon Power Infrastructure Ltd. is a registered company, Public Ltd, Registered under Companies Act. Under the Article of Association of the company and in accordance with the provisions of Electricity Act, 2003/ relevant Regulation(s) of CERC, the company can file the enclosed application.

3. I submit that all the details given in the enclosed application for grant of Connectivity along with necessary documents are true and correct and nothing material has been concealed thereof.



(To be duly attested by Notary)

[Signature]
NareshKumar Amritlal Panchal

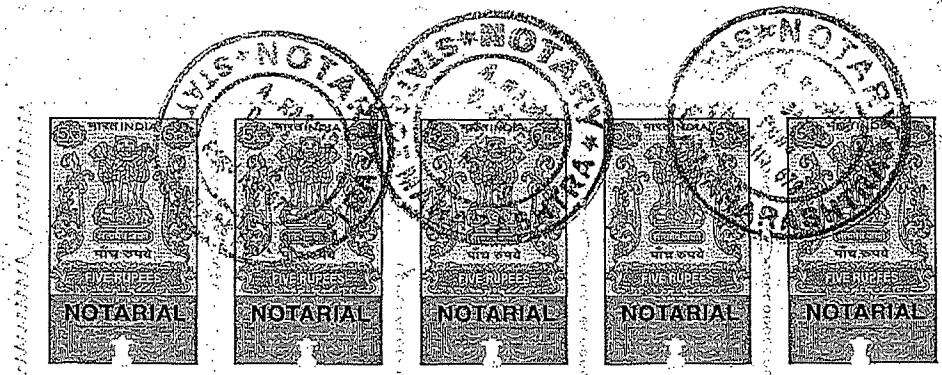
BEFORE ME

[Signature]
A. RASHID D. SAYED
NOTARY, STATE OF MAHARASHTRA
PUNE.

- 1 NOV 2014

| | |
|--------------------|--|
| Noted & Registered | |
| At Sr. No. 11829 | |

14



114

FORMAT-CON-2

Application for grant of connectivity

- 1. Name of the Applicant:** Nareshkumar Amritlal Panchal
2. Address for Correspondence: One Earth Opp. Magarpatta City,
Hadapsar, Pune-411028,
Maharashtra, India
3. Contact Details-

3. Contact Details-

Prime Contact Person: Nareshkumar Panchal

Designation: Senior General Manager & Head-Power Evacuation

Phone No. (Landline): +91-020-40125034

Phone No. (Mobile): +919850829701

Fax: +91-020- 40122100

E-Mail: pnaresh@suzlon.com

Alternate Contact Person: Dr. VB Rao

Designation: Sr. Vice President -Sales & Marketing

Phone No.(Landline) : +91.44.66093001/6609300

Phone No. (Mobile): +91 9940663687

Fax: +91.44.28602350

E-Mail: drvbrao@suzlon.com

- 4. Nature of the Applicant:** GENERATOR (WIND FARM)

- Generator (other than Captive)
 - Captive Generator
 - Bulk Consumer

5. Details for Connectivity.-

- 5a. Capacity (MW) for which Connectivity required:** Installed capacity would be about 300 MW.
- 5b. Date from which Connectivity is required:** September 2018

6. Location of the Generating Station/ Bulk Consumer-

Nearest Village/ Town: Kumarapuram

District: Kayathar

State: Tamilnadu

Latitude:

Longitude:

7. Installed Capacity of the Generating Station-

Wind Farm generation comprising of several wind turbine Generators (WTG) totaling up to installed capacity of about 300 MW. Each generating unit would be rated 2.1 MW as per present planning

8. Commissioning Schedule Of the Generating Station (new)

October, 2018

9. Details of the Generating Station-

Name of the Power Plant: Kumarapuram wind farm

Promoter: Suzlon Power Infrastructure Ltd.

Fuel: Not Applicable as the prime mover is driven by wind.

Rinku



Source of Fuel:

Generation Voltage:

The generation voltage is 690 volt for each WTG ,which is stepped up to 33kV at each WTG yard

Step-up Voltage:

The Power output at 33kV from all WTGs is collected through several 33kV feeders and brought to a wind farm s/s (Tentatively named as Kumarapuram wind farm pooling SS) ,where the power is stepped up from 33kV to 230 kV

Is it an identified project

Of CEA:

NA

Base Load/ Peaking:

NA

10. Details of Nearest 765/400/ 220/110 kV sub-station-

PGCIL Sub-Station:

Proposed 400 KV /230 kV Substation of PGCIL near Abhishekpati (A sketch indicating the tentative location of the wind farm and connectivity to proposed PGCIL SS is attached at Annexure-1b)

Voltage levels available:

230kV

Owner:

POWER GRID

Distance (Km):

Approximately 45 Km from the Kumarapuram wind farm SS of Suzlon. Suzlon shall be laying the 230 kV D/C AAAC Moose line from the above wind farm SS to the Proposed PGCIL 400/230 kV SS

Ram



117

11. Details of transaction (DD)**(Application Fee)****Amount (in Rs): a) Earlier Paid Rs.2,00,000/-***

* (Earlier connectivity application was submitted for 1000 MW and the same is revised and split into three separate applications now for 300 MW each for three injection points, thus totaling 900 MW. The differential amount between the application fee paid earlier and the application fee for the three separate applications works out to Rs. 3 Lakh ** (Rupees Three lakh only) is paid in the form of one DD, whose details are as below. This DD no. would be appearing in all the revised applications, which may kindly be noted)

DD No.: 450277**Amount: Rs. 3,00,000******Date: 29.10.2014****Bank Name: State Bank of India****Branch Name: C A G Branch, Mumbai***Dew*

118

Suzlon Power Infrastructure Ltd.
One Earth, Hadapsar, Pune - 411 028, India

SUZLON
POWERING A GREENER TOMORROW

Date: 3rd November, 2014

Phone : +91.20.61356135 / 67022000
Fax : +91.20.67022100 / 67022200
E-mail : pune@suzlon.com
URL : www.suzlon.com

To,

Chief operating officer (CTU)
Power Grid Corporation Of India Limited
"Saudamini", Plot No.2, Sector-29,
Gurgaon – 122 001, HARYANA.
Tel. 2571700 Fax: 2571760

Sir,

Sub: 1000 MW wind generation in Villisseri area – Application for grant of Connectivity.

- Ref: (1) Connectivity Application dated 23rd April 2012
 (2) Our Letter Dtd. 23rd August 2012 to ED (SEF & CE)
 (3) Our Letter Dtd. 19th July 2013 to CEO (CTU)
 (4) Our letter Dtd.25th May 2014 to COO (CTU-Planning)
 (5) 17th power system planning committee meeting at Delhi on 31st July 2014

Vide reference (1) above, the connectivity application for 1000 MW wind generation at Villisseri site for connectivity to ISTS was submitted on 23rd April 2012. The quantum was changed from 1000 to 900 MW vide reference (4).

In the 16th power system planning committee, it was decided that all the Wind developers should apply for LTA as per the CERC Regulations, 2009, for at least 25% quantum of their installed capacity, and then only connectivity and LTA shall be granted and the transmission system shall be taken up for implementation. Accordingly, the application for LTA for 225 MW (25% of 900 MW) was submitted along with bank guarantee of Rs.22.5 lakh on 16/6/2014.

Subsequently, while considering the LTA application, in the 17th Power system planning committee {ref(5)} held on 31st July 2014, the options for evacuation were deliberated (Ref. 2 &3) and the best techno-economic alternative agreed upon, was to evacuate the power from the 900 MW (installed capacity wind generation) through 3 Nos. of 230kV DC 'AAC' Moose transmission lines(Suzlon scope) to the PGCIL's proposed 230/400kV pooling substation from 3 nos. 230/33kV wind farm substations, to be established by Suzlon.

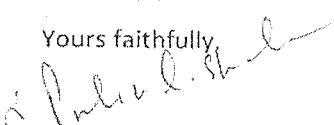
As the injection of power was at three different points, against the original application which implied single injection, it was indicated that three separate applications for connectivity and Long term open access are to be submitted, as revisions to the earlier applications of connectivity and LTA.

In view of the above, we hereby submit the three separate Connectivity applications (for about 300 MW at each injection) along with the draft of Rs. 3,00,000/- (The differential amount between the application fee paid earlier and the application fee for the three separate applications in respect of connectivity) The three separate applications for LTA would be submitted separately as the amendment in the BG to cater to the three separate applications is to be obtained from the concerned bank.

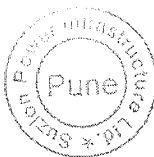
Kindly Acknowledge.

Thanking you.

Yours faithfully,


Naresh Panchal

Authorized Signatory



Suzlon Power Infrastructure Ltd.

One Earth, Hadapsar, Pune - 411 028, India



Date: 3rd November, 2014

To,

Chief operating officer (CTU)
 Power Grid Corporation Of India Limited
 "Saudamini", Plot No.2, Sector-29,
 Gurgaon – 122 001, HARYANA.
 Tel. 2571700 Fax: 2571760

Phone : +91.20.61356135 / 67022000
 Fax : +91.20.67022100 / 67022200
 E-mail : pune@suzlon.com
 URL : www.suzlon.com

Sir,

Sub: 1000 MW wind generation in Villisseri area – Application for grant of Connectivity.

- Ref: (1) Connectivity Application dated 23rd April 2012
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As the injection of power was at three different points, against the original application which implied single injection, it was indicated that three separate applications for connectivity and Long term open access are to be submitted, as revisions to the earlier applications of connectivity and LTA.

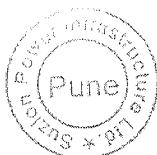
In view of the above, we hereby submit the three separate Connectivity applications (for about 300 MW at each injection) along with the draft of Rs. 3,00,000/- (The differential amount between the application fee paid earlier and the application fee for the three separate applications in respect of connectivity) The three separate applications for LTA would be submitted separately as the amendment in the BG to cater to the three separate applications is to be obtained from the concerned bank.

Kindly Acknowledge.

Thanking you.

Yours faithfully,

Naresh Panchal
 Authorized Signatory



120

120

भारतीय स्टेट बैंक
State Bank of India
Issuing Branch: C A G BRANCH, MUMBAI
रुपये कोड /CODE No: 09995
टेल No: 022-61542502

माने जाने पर POWER GRID CORPORATION OF INDIA LTD*****

ON DEMAND PAY
रुपये RUPEES Three Lakh Only

मापदण्ड
DEMAND DRAFT

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9

या उनके आदेश पर

OR ORDER

7

अदा करे ₹ 600000.00

IOI 000332450277 Key: TEBDOZ

Sl. No: 748104

AMOUNT BELOW 300001(3/6)

मूल्य प्राप्त / VALUE RECEIVED

प्राधिकरण इताक्षरकर्ता
AUTHORIZED SIGNATORY

सेवा ब्रांच मैनेजर

P-7469

₹ 1,50,000/- रु अधिक के लिए दो अधिकारीय द्वारा हस्ताक्षर होने पर ही वैध है।

INSTRUMENTS FOR ₹ 1,50,000/- & ABOVE ARE NOT VALID UNLESS SIGNED BY TWO OFFICERS

"450277" 00000 20000 000332" 16

भारतीय स्टेट बैंक
State Bank of India
Issuing Branch: C A G BRANCH, MUMBAI
रुपये कोड /CODE No: 09995
टेल No: 022-61542502

माने जाने पर POWER GRID CORPORATION OF INDIA LTD*****
ON DEMAND PAY
रुपये RUPEES Three Lakh Only

मापदण्ड
DEMAND DRAFT

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D D M M Y Y Y Y

9

या उनके आदेश पर

OR ORDER

अदा करे ₹ 300000.00

IOI 000332450278 Key: YUGKOO

Sl. No: 484596

AMOUNT BELOW 300001(3/6)

मूल्य प्राप्त / VALUE RECEIVED

प्राधिकरण इताक्षरकर्ता
AUTHORIZED SIGNATORY

सेवा ब्रांच मैनेजर

P-7469

₹ 1,50,000/- रु अधिक के लिए दो अधिकारीय द्वारा हस्ताक्षर होने पर ही वैध है।

INSTRUMENTS FOR ₹ 1,50,000/- & ABOVE ARE NOT VALID UNLESS SIGNED BY TWO OFFICERS

"450278" 00000 20000 000332" 16

Maita Bora
(True copy)

कंन्द्रीय कार्यालय : "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुरगांव-122 001, हरयाणा

फोन : 2571700 - 719 फैक्स : 2571760, 2571761 तार 'नेटग्रिड'

Corporate office : "Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001 Haryana

Tel. : 2571700 - 719, Fax : 2571760, 2571761 Gram : 'NATGRID'

संदर्भ संख्या /Ref. Number

C/CTU/N/15/LTA

ANEXURE P-V
28/04/2015

As per the list attached

Sub: 18th Meeting of Southern region Constituents regarding LTA and Connectivity applications in Southern region- Minutes of the meeting

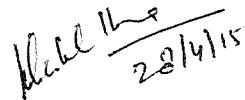
Dear Sir,

Please find enclosed the minutes for 18th Meeting of Southern region Constituents regarding LTA and Connectivity applications in Southern region held on 07/03/2015 at NRPC office, New Delhi.

The minutes are also available at our website www.powergridindia.com >> CTU Open Access>> Meeting of Constituents & IPPs regarding Connectivity/MTOA/LTA Applications>> Southern Region.

Thanking you,

Yours Faithfully


 (Mukesh Khanna)
 AGM (CTU-Planning)

Encl.: Minutes

पंजीकृत कार्यालय : बी-9, कुतब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110016 दूरभाष : 26560121 फैक्स : 011-26560039 तार 'नेटग्रिड'
 Registered Office : B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 Tel. : 26560121 Fax : 011-26560039 Gram : 'NATGRID'

स्वहित एवं राष्ट्रहित में ऊर्जा बचाएं
 Save Energy for Benefit of Self and Nation


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| 1. Member (PS) Central Electricity Authority Sewa Bhawan, R.K.Puram, New Delhi-110 066. FAX : 011-26102045 | 2. Chief Engineer (SP & PA) Central Electricity Authority Sewa Bhawan, R.K.Puram, New Delhi-110 066. FAX : 011-26102045 |
| 3. Member Secretary Southern Regional Power Committee 29, Race Course Cross Road Bangalore 560 009. FAX : 080-22259343 | 4. Director (Transmission) Transmission Corp. of Andhra Pradesh Ltd. (APTRANSCO) Vidyut Soudha Hyderabad – 500 082. FAX : 040-66665137 |
| 5. Director (Grid Transmission and Management) Transmission Corp. of Telangana Ltd. (TSTRANSCO) Vidyut Soudha, Khairatabad Hyderabad – 500 082. FAX : 040-23321751 | 6. Member (Transmission) Karnataka State Power Transmission Corp.Ltd. Cauvery Bhawan Bangalore 560 009. FAX : 080 -22228367 |
| 7. Member (Transmission) Kerala State Electricity Board Viduthi Bhawanam, Pattom, P.B. No. 1028 Thiruvananthapuram – 695 004. FAX : 0471-2444738 | 8. Director (TANTRANSCO) Tamil Nadu electricity Board (TNEB) 6 th Floor, Eastern Wing, 800 Anna Salai, Chennai – 600 002. FAX : 044-28516362 |
| 9. Director (Power) Corporate Office, Block – I Neyveli Lignite Corp. Ltd. Neyveli , Tamil Nadu – 607 801. FAX : 04142-252650 | 10. Superintending Engineer –I First Floor, Electricity Department Gingy Salai Puducherry – 605 001. FAX : 0413-2334277/2331556 |
| 11. Director (Projects) National Thermal Power Corp. Ltd. (NTPC) NTPC Bhawan, Core-7, Scope Complex Lodhi Road, New Delhi-110003. FAX-011-24360912 | 12. Director (Operations) Nuclear Power Corporation of India Ltd., 12 th Floor,Vikram Sarabhai Bhawan, Anushakti Nagar, Mumbai – 400 094. FAX : 022- 25991258 |

Distribution List – 2 (Connectivity/LTA Applicants)

| | |
|---|---|
| 1. Sh S.S.Mishra AGM (PE-Elect) NTPC Limited Engineering Office Complex, A-8A, Sector-24, Noida, UP-201301 | 2. Sh. Yogesh Juneja General Manager & Project In-Charge Coastal Tamil Nadu Power Ltd. (CTNPL) 1 st Floor, "Urjanidhi" 1 Barakhamba Lane, Connaught Place, New Delhi-110001 |
| 3. Sh G.Adiseshu Managing Director, Andhra Pradesh Solar Power Corporation Pvt. Ltd. (APSPCL) Room No. 208, 2 nd Floor, Vidyut Soudha, Khairatabad, Hyderabad – 500 082. | 4. Sh. M Subramanyam CEO Garuda Thermal Power Pvt. Ltd. Lakshmi Bhawan, 4 th Floor, No. 609, Mount Road, Chennai – 600034 FAX-044-28292116 |
| 5. Sh. Rakesh Kumar Gupta Chief Operating Officer Lanco Kondapalli Power Private Limited Plot #4, Software Units layout HITEC City, Madhapur Hyderabad – 500 081. | 6. Sh. B. S. Rao Sr. Vice President M/s NSL Nagapatnam Power and Infratech Private Limited. NSL ICON, 4 th Floor, # 8-2-684/2/A, Road No. 12, Banjara Hills, Hyderabad – 500 034 |
| 7. Sh. V Chandramoleeswaran Director Chettinad Power Corporation Private Limited 5 th Floor, Rani Seethai Hall Building, 603 Anna Salai, Chennai – 600 006. | 8. Sh. Naresh Panchal Head & GM Suzlon Power Infrastructure Ltd. One Earth Opp. Magarpatta City , Hadapsar, Pune-411028, Maharashtra, India |

Minutes of 18th Meeting of Southern Region constituents Regarding Long Term Access and Connectivity Applications in Southern Region held on 7th March, 2015 at NRPC Office, Katwaria Sarai, New Delhi.

List of Participants is enclosed at Annexure-I.

1.0 Confirmation of minutes of 17th Meeting of Southern Region constituents regarding Long Term Access and Connectivity applications

The Minutes of the 17th Meeting of Southern Region constituents regarding Long Term Access and Connectivity applications held on 31st July, 2014 at New Delhi were issued vide letter dated 16th September, 2014. As no comments have been received, the minutes were confirmed.

2.0 AGM (CTU), POWERGRID informed that following New Connectivity/LTA applications are received since last meeting held on 31.07.2014

Table-1-New Applications

| SI. No | Applicant | Time frame | Location | IC (MW) | Connectivity Sought (MW) | LTA Sought (MW) |
|--------|--|---------------|-----------------------------------|---------|--------------------------|---|
| 1. | M/s Suzlon Power Infrastructure Ltd. (Chandragiri Wind farm) | April, 2018 | Chandragiri, Kayathar, Tamil Nadu | 300 | 300 | LTA applied for 225 MW against the earlier 900 MW |
| 2. | M/s Suzlon Power Infrastructure Ltd. (Kumarapuram Wind farm) | October, 2018 | Kumarapuram, Kayathar, Tamil Nadu | 300 | 300 | Connectivity. The applicant has filed revised Connectivity applications, however LTA application is yet to be revised |
| 3. | M/s Suzlon Power Infrastructure Ltd. (Kadambur Wind farm) | April, 2019 | Kadambur, Kayathar, Tamil Nadu | 300 | 300 | |
| 4. | Coastal Tamil Nadu Power Ltd. (Cheyyur UMPP) | Mar, 2019 | Kanchipuram, Tamil Nadu | 4000 | 4000 | 4000 |
| 5. | N.P.Kunta | Dec'2015 | Anathapuram, AP | 1500 | 1500 | 1500 |
| 6 | NTPC Limited (Ramagundam STPP Stage-IV (2x660)) | June, 2018 | Ramagundam, Karimnagar, Telangana | 1320 | 1320 | Not applied |

Agenda was taken up for discussions:



1.1 Grant of Connectivity to M/s Suzlon Power Infrastructure Ltd. for wind farms (3x300MW) in Kayathar Dist. of Tamil Nadu.

AGM (CTU-Planning) stated that Suzlon Power Infrastructure Ltd. had earlier applied for grant of Connectivity for 850 MW out of 1000 MW installed capacity (one application). The application was also discussed during 16th meeting of SR constituents regarding LTA & Connectivity applications wherein it was decided that the applicant shall apply for grant of LTA for at least 25% quantum of its installed capacity. Subsequently the applicant applied for 225MW LTA.

The proposed transmission system was discussed during the 17th meeting of SR constituents regarding LTA & Connectivity applications. However, Suzlon Power Infrastructure Ltd. during the meeting informed, that their capacity is spread over three locations namely Chandragiri, Kumarapuram & Kadambur and connectivity was agreed at Tirunelveli PS through three no of 230kV D/C lines. Subsequently, Suzlon has submitted three different applications for grant of Connectivity for 300 MW each.

Representative from Suzlon Power Infrastructure Ltd. informed that the distance between three wind farms is about 10-15 Kms in total. In view of which, they have applied for Connectivity with three different applications however separate applications for LTA are yet to be received.

After detailed deliberations it was decided that the connectivity to M/s Suzlon may be granted as per the CERC regulations and M/s Suzlon may submit the separate applications for LTA in accordance with CERC regulations.

Connectivity to as per the individual application is granted with the following system:

- i. M/s Suzlon Power Infrastructure Ltd. (Chandragiri Wind farm) – Tirunelveli P.S (New) 230 kV D/c line
- ii. M/s Suzlon Power Infrastructure Ltd. (Kumarapuram Wind farm) - Tirunelveli P.S (New) 230 kV D/c line

- iii. M/s Suzlon Power Infrastructure Ltd. (Kadambur Wind farm) - Tirunelveli P.S
(New) 230 kV D/c line

Further, as per first provision of clause-8(8) of Connectivity regulations "*Provided that a thermal generating station of 500 MW and above and a hydro generating station or a generating station using renewable sources of energy of capacity of 250 MW and above, other than a captive generating plant, shall not be required to construct a dedicated transmission line to the point of connection and such station shall be taken into account for coordinated transmission planning by the Central Transmission utility and Central Electricity Authority.*"

Hence, as the capacity of each plant is 300 MW, & connectivity is also sought for the same quantum, therefore, the evacuation lines are to be treated as part of coordinated planning which may take about 39 months, (CERC time lines of 30 months + 9 months). As, the commissioning of generation plants are scheduled progressively from April'18, the applicants may take up the implementation of 3x230 KV D/c line to Tirunelveli so as to execute it within this time frame. The applicants may confirm the same.

As deliberated in the 16th meeting of SR regarding LTA & Connectivity applications, legal opinion taken by CTU for change in ownership of wind projects, Connectivity is being granted to the generating station and is restricted to the generating station and will not be available for transfer to any other generating station or unit. However, for change in ownership of the generating station, the developer and the new owner shall file a declaration with POWERGRID and the new owner shall be bound by all the terms and conditions of the approval granted for the connectivity.

Members agreed for the above

1.2 Grant of Connectivity and LTA to M/s Coastal Tamil Nadu Power Ltd For (4000 MW) Cheyyur UMPP in Kanchipuram of Tamil Nadu

M/s Coastal Tamil Nadu Power Ltd. has applied for Connectivity & LTA for 4000 MW for the Cheyyur UMPP in Tamil Nadu. Details are as below:

| Applicant | Location | Connectivity Sought (MW) | LTA Sought (MW) | Drawl of Power (MW) |
|-------------|--------------|--------------------------|-----------------|---------------------|
| M/s Coastal | Kanchipuram, | 4000 | 4000 | 1600 (TN, SR) |

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| Applicant | Location | Connectivity Sought (MW) | LTA Sought (MW) | Drawl of Power (MW) |
|-----------------------|------------|--------------------------|-----------------|--|
| Tamil Nadu Power Ltd. | Tamil Nadu | | | 800 (Kar, SR) 400 (AP, SR) 300 (Ker, SR) 400 (Mah, WR) 300 (UP, NR) 200 (Pun, NR) |

It is learnt that the Government has presently abandoned the bidding process for the generation project. It was decided that in line with the discussions during the standing committee meeting, applicant may provide the latest status of the generation project.

Members agreed for the same.

1.3 Grant of Connectivity and LTA to M/s Andhra Pradesh Solar Power Corporation Pvt. Ltd. (APSPCL) for 1500 MW of Solar generator in AP

CTU informed that APSPCL is planning to develop a 1500MW Solar Park at "NP Kunta" in Ananthapuram District & "Galiveedu" in Cuddapah District (NP Kunta Mandalam and Galiveedu Mandalam of both the districts are contiguous to each other) in which various Solar Power Developers will establish Solar Power Projects. GoAP have entered MoU with NTPC to establish 1000 MW Solar power project. Of the 1000 MW, EPC tender for 250 MW have already been called by NTPC and is expected to be commissioned by end of Dec, 2015. GoAP will be identifying Solar Power Developer for remaining shortly.

For evacuation of 1000 MW power APTRANSCO has proposed to establish 4 Nos. of 220/33kV pooling stations at NP Kunta site and connect it to 400/220kV Grid station via 4 Nos. 220kV doubles circuit lines to the proposed POWERGRID 400/220kV grid substation contiguous to the plant.

Considering the time line for implementation of N.P.Kunta Solar Park as well as requirement for development of matching transmission system for its integration, transmission scheme is also proposed to be developed in three phases as under. Studies have been carried out in this regard and it indicates that all line loadings are well within limits and system proposed is adequate to cater to power transfer requirement of the proposed generation.

The transmission system for evacuation from NP Kunta solar power park (1500 MW) was discussed in 38th Standing Committee Meeting on Power system planning of Southern Region held on 7th March'2015. In the meeting following transmission system was proposed:

Phase-I (250 MW)

- a) Establishment of 3x500 MVA, 400/220KV Substation at NP Kunta Pooling Station.
- b) LILO of 400 KV Kadapa (Cuddapah) - Kolar S/c line at NP Kunta Pooling Stn.
- c) 2 nos. 220 kV line bays at NP Kunta Pooling Station.
- d) 1x125 MVAR Bus Reactor at NP Kunta Pooling Station.
- e) ±100 MVAR STATCOM at 400kV NP Kunta Pooling Station

Phase-II (750 MW)

- a) LILO of Kadapa (Cuddapah) – Hindupur 400 kV D/c (Quad) line at NP Kunta Pooling Station.
- b) 6 nos. 220kV line bays at NP Kunta Pooling Station

Phase-III (500 MW)

- a) Augmentation of transformation capacity at NP Kunta station with 4th, 1x500 MVA, 400/220kV transformer
- b) 4 nos. 220kV line bays at NP Kunta Pooling Station

CTU informed that as per the prevailing CERC regulations the connectivity can be provided to a generator or a bulk consumer. However, the development of renewable Energy is unique with short gestation period. Generally, solar farms and wind farms are developed through developers and subsequently the generation gets added in modules. In addition, issue of multiple injections at the 400kV S/S of POWERGRID by the APSPCL was also raised, as in the LTA, more than one injection is allowed only for Drawl and not for Injection. As per the application, the drawing entity is indicated as Andhra Pradesh Southern Power Distribution Company Ltd. (APSPDCL). APSPCL need to inform whether PPA has been signed in this regard.

After detailed deliberations, it was agreed that though the proposed scheme is technically in order, however, it can be firmed up subject to resolving the regulatory issues.

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CTU informed that the matter has already been taken up with CERC for above issues and grant of Connectivity/LTA may be granted subject to availability of clearance/directions from Hon'ble CERC.

Members noted the same.

1.4 Grant of Connectivity to NTPC Limited for Ramagundam STPP Stage-IV (2x660) in Karimnagar Dist. of Telangana.

AGM (CTU) informed that M/s NTPC Limited have applied for connectivity for 2x660 MW Ramagundam STPP Stage-IV generation project in Telangana. The time frame given in the application is June, 2018. NTPC was requested to inform the latest status.

Representative from NTPC informed that there is change in the Unit size of the Ramagundam STPP Stage-IV generation. The revised unit size is now 2x 800 MW.

AGM (CTU-Planning) stated that as there is a change of more than 100 MW in the quantum of Connectivity applied for, therefore, as per the CERC regulations, 2009, a fresh application would be required. NTPC informed that they would apply afresh with the revised application shortly.

Accordingly it was decided not to process the application further.

Members noted the same.

1.5 Connectivity & LTA application of Garuda Thermal Power Pvt. Ltd

AGM (CTU-Planning) explained that the application from Garuda Thermal Power Pvt. Ltd. was discussed during the 17th Meeting of SR constituents regarding LTA and Connectivity applications, wherein the applicant submitted that Garuda Thermal Power Pvt. Ltd., (formerly known as Sindhya Power Generating Company Pvt. Ltd.) have received all necessary clearances, however, they were held up due to the case pending with NGT (Green Tribunal) on environment clearance and requested for time extension of six months.

During the meeting the applicant was given time extension up to 31.01.2015. 130
Applicant was requested to update the status.

Representative from Garuda Thermal Power Pvt. Ltd. explained that the argument regarding case pending with NGT (Green Tribunal) on environment clearance has started and they requested for further time extension of three months more. CTU informed that it is very difficult to hold the connectivity and LTA application for very long time as they have to be disposed in time bound manner.

However, considering the request of Garuda Thermal Power Pvt. Ltd., the matter was deliberated in detail and it was agreed that application of Garuda Thermal Power Pvt. Ltd. may be kept in abeyance and the same shall be reconsidered for processing when written request from the applicant is received. COO (CTU) further, informed that they intend to take up the matter with CERC for such long pending applications.

Members agreed for the same

1.6 Lanco Kondapalli (550MW) -LTA application

AGM (CTU-Planning) explained that Lanco Kondapalli applied for LTA for transfer of 550 MW from April'2012. The LTA application was discussed in the 13th Meeting of SR constituents regarding LTA and Connectivity applications. For grant of LTA strengthening of dedicated transmission line from switchyard – Vijayawada 400kV line through re-conductoring of the line with HTLS conductor was agreed. But due to non-availability of Gas, LANCO had requested POWERGRID to keep the LTA application in abeyance till October, 2012. Further, as per the CERC order the LTA granted for Stage-II generation for 250 MW has been reduced to 0 MW. Accordingly as on date on the dedicated line there no LTA is available and 550 MW LTA from stage-III generation project can be accommodated on existing line only without reconductoring. CTU informed that it is very difficult to hold the connectivity and LTA application for very long time as they have to be disposed in time bound manner.

However, considering the request of Lanco Kondapalli Power Pvt. Ltd., the matter was deliberated in detail and it was agreed that application of Lanco Kondapalli may be kept in abeyance and the same shall be reconsidered for processing when written request from the applicant is received. COO (CTU) further, informed that they intend to take up the matter with CERC for such long pending applications.

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Members agreed for the same

1.7 Connectivity and LTA applications from Chettinad Power Corporation

| | | | | | |
|----|--|----------------|---------|------------|----------------------------------|
| 1. | NSL Nagapatnam Power & Infratech Private Limited | October, 2014 | 1240 MW | 17.08.2011 | Given extension up to 31.01.2015 |
| 2. | Chettinad Power Corporation Pvt. Ltd. | December, 2013 | 1110 MW | 27.12.2011 | Given extension up to 31.01.2015 |

AGM (CTU-Planning) explained that LTA application of Chettinad Power Corporation Private Limited was discussed during 17th Meeting of Southern Region constituents regarding Long Term Access and Connectivity applications wherein time extension up to February'15 was granted for signing of LTA Agreement. The applicant till date has not signed the LTA agreement even after repeated reminders. Representative from Chettinad Power Corporation Private Ltd. requested for further time extension of two months for signing of LTA agreement.

CTU explained that as per the CERC regulations, 2009, the LTA Agreement has to be signed within 30 days from grant of Long Term Access. As, POWERGRID is to abide with CERC Procedures/Regulations, therefore, the granted LTA may be cancelled. It was discussed and agreed that the Connectivity and LTA applications shall be closed in accordance with provisions in regulations and Detailed Procedures.

However, after obtaining all the required clearances, the applicant may apply again with a fresh application.

AGM (CTU-Planning) explained that NSL Nagapatnam Power & Infratech Pvt. Ltd. was also provided time extension up to 31.01.2015 within which LTA Agreement is to be executed. However, till date NSL Nagapatnam Power & Infratech Pvt. Ltd. has not signed LTA agreement. Representative from NSL Nagapatnam Power & Infratech Private Limited also requested for time extension as they are constrained due to various clearances required.

In view of the above, it was decided to initiate the action for withdrawal/cancellation of Connectivity & LTA granted.

1.8 Application to be discussed in the 19th Meeting of Southern Region constituents regarding Long Term Access and Connectivity Applications in Southern Region

Following connectivity / LTA applications were also included as the part of agenda for the meeting, however, due to absence of representatives for the respective applications (except at Sl. No. 6 & 8), it was decided that following applications would be taken up in the next meeting of Southern Region constituents regarding Long Term Access and Connectivity Applications. Also, for applications at Sl. No. 6 & 8, realistic Time Frame in writing was to be provided by the applicants, in the absence of the same, it was decided to take up the applications in the next meeting.

| Sl. No | Applicant | Time frame * (as per application) | Location | IC (MW) | Connectivity Sought (MW) |
|--------|--|--------------------------------------|----------------------------------|------------|--------------------------|
| 1. | SISL Green Infra Limited ** | Dec, 2012 | Tirunelveli Dist., Tamil Nadu | 48.3** | 48.3** |
| 2. | Samimeru Windfarms Private Limited ** | Dec, 2012 | Tirunelveli Dist., Tamil Nadu | 48.3** | 48.3** |
| 3. | Samiran Udaipur Wind farms Limited ** | Mar, 2013 | Tirunelveli Dist., Tamil Nadu | 48.3** | 48.3** |
| 4. | Shivam Filaments Private Limited ** | Mar, 2013 | Tirunelveli Dist., Tamil Nadu | 48.3** | 48.3** |
| 5. | R.S. India Global Energy Limited | Mar, 2014 | Tirunelveli Dist., Tamil Nadu | 270 | 270 |
| 6. | Suzlon Power Infrastructure Limited | Dec, 2012 | Coimbatore Dist., Tamil Nadu | 200 | 180 |
| 7. | Vestas Wind Technology India Private Limited | Sept, 2014 | Coimbatore and Tirupur Districts | 150 | 150 |

| Sl. No | Applicant | Time frame * (as per application) | Location | IC (MW) | Connectivity Sought (MW) |
|-----------|--|--------------------------------------|--------------------------------|------------|-----------------------------|
| 8. | Suzlon Power Infrastructure Limited | Mar, 2014 | Anantpur Dist., Andhra Pradesh | 300 | 270 |
| 9. | M/s Satviki Energy Pvt. Ltd. | March'2015 | Kurnool Dist., Andhra Pradesh | 300 | 300 |
| 10. | Enerfra Projects (India) Pvt. Ltd. (wind farm) | Mar, 2016 | Kurnool Dist., Andhra Pradesh | 300 | 300 |
| 11. | Vainateya Power Private Limited | Mar'14 | Tuticorin, Tamil Nadu | 1320 | 1320 |
| 12. | RVK Energy (Rajahmundry) Pvt. Ltd. | Dec'11 | A.P | 360 | 360 |
| 13. | Surana Power Limited | Jun'15 | Raichur,Karnataka | 420 | 350 |

* Note – Applicants to update with realistic Time Frame in writing.

** Note – M/s Samimeru Windfarms Pvt. Ltd. shall be the lead generator for connectivity applications of wind generators mentioned in table at Sl. No. 1 – 4. Further IC was originally indicated as 50MW revised to 48.3MW..

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List of participants of the 18th Meeting of Southern Region regarding Connectivity and LTA applications of SR held on 07/08/2015 at NRPC, New Delhi

Sl.No. Name and Organization Designation

Central Electricity Authority (CEA)

| | | |
|----|--------------------|------------------------|
| 1. | Major Singh | Member (PS) |
| 2. | K K Arya | Chief Engineer (SP&PA) |
| 3. | Pardeep Jindal | Director (SP&PA) |
| 4. | Shivani Sharma | Dy. Director (SP&PA) |
| 5. | Manjari Chaturvedi | Dy. Director (SP&PA) |

Southern Region Power Committee (SRPC)

| | | |
|----|-------------|----------------------|
| 1. | S R Bhat | Member Secretary I/c |
| 2. | Anil Thomas | EE |

Power Grid Corporation of India Limited (POWERGRID)

| | | |
|-----|-------------------|-------------------|
| 1. | Seema Gupta | COO-CTU |
| 2. | Y K Sehgal | ED (Commercial) |
| 3. | Rakesh Prasad | GM (Commercial) |
| 4. | Subir Sen | GM (STF-SG) |
| 5. | Mukesh Khanna | AGM (CTU-Plg.) |
| 6. | B. B. Mukherjee | DGM |
| 7. | V.Thiagarajan | Asstt. GM |
| 8. | Anil Kumar Meena | DCDE (CTU) |
| 9. | Kashish Bhambhani | Manager(SS) |
| 10. | Ankita Singh | Sr.Engineer (CTU) |
| 11. | Venkatesh G | Engineer (CTU) |

Power System Operation Corporation Limited (POSOCO)

| | | |
|----|-----------------|-----------------------|
| 1. | S.K Soonee | CEO |
| 2. | S.R. Narasimhan | AGM (System Op), NLDC |
| 3. | N Nallarasan | DGM (SO) NLDC |
| 4. | S P Kumar | DGM, SRLDC |
| 5. | G Madhukar | Dy. Mgr, SRLDC |

NTPC Limited (NTPC)

| | | |
|----|------------------|-------------------------|
| 1. | Sagarika Mohanty | AGM |
| 2. | Vinod Kumar Jain | DGM(Commercial) |
| 3. | Vinay Garg | Sr. Manager(Commercial) |
| 4. | Abhishek Khanna | Dy. Manager |

Transmission Corp. of Andhra Pradesh Ltd. (APTRANSCO)

1. S.Subrahmanyam Director (Pojects)
2. K. Surendra Babu CE/IPC&PS
3. C H V S Subba Rao SE (PS)
4. B. Srinivasa Rao DE/System Studies
5. Y V Ramakrishna ADE/System Studies

Transmission Corp. of Telangana Ltd. (TSTRANSCO)

1. T Jagat Reddy Director(GTM)
2. K Ashok DE/SS
3. M Sheshagiri ADE/SS

Karnataka Power Transmission Corporation Ltd. (KPTCL)

1. S Suman Director(Trans.)
2. AJ Hosamani CEE(P&C)

Tamil Nadu Electricity Board (TNEB) / TANTRANSCO

1. Rangaraj K Director(TANTRANSCO)
2. S. Ravichandran SE (TANGEDCO)
3. R Santhanakumar EE(TANGEDCO)
4. R Kumutha AEE(TANGEDCO)

Kerala State Electricity Board (KSEB)

1. K Venugopal Director(T&SO)
2. S R Anand EE
3. S S Biju AEE/PSE

Connectivity/LTA Applicants

1. G. Adisheshu MD APSPCL
2. A. Venkateswarlu DE/T APSPCL
3. T.N Pathak Sr. UP NSL Power Ltd.
4. B. Venkatesh GM Garuda Thermal Power Pvt. Ltd.
5. V Chandramoleeswaram Director Chettinad Power Corporation Ltd.
6. Mahesh Vipradas Sr. GM Suzlon Power Infrastructure Ltd.

Anita Bagha
(True copy)

केन्द्रीय कार्यालय : "सौदामिनी" प्लॉट सं. 2, सैक्टर-29, गुडगाँव-122 001, हरियाणा

फोन : 0124-2571700-719, फैक्स : 0124-2571760, 2571761 तार 'नेटग्रिड'

Corporate Office : "Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, Haryana

Tel. : 0124-2571700-719, Fax : 0124-2571760, 0124-2571761 Gram : 'NATGRID'

सदर्भ संख्या / Ref. No C/CTU-Plg/Con/S/2015/Suzlon-Kumarapuram

09th Dec' 2015

Shri Naresh Kumar Panchal,
Sr. GM & Head-Power Evacuation,
M/s Suzlon Power Infra Ltd.
One Earth opp. Magarpatta City
Hadapsar, Pune-411028
Maharashtra, India

**Subject: Intimation for grant of Connectivity for 300 MW Kumarapuram wind farm
of M/s Suzlon Power Infrastructure Ltd. (SPIL)**

Dear Sir,

We write with reference to your application dated 03.11.2014 for connectivity of 300 MW for Kumarapuram wind farm of M/s SPIL, located at Kayathar, Tamil-Nadu and minutes of the 18th meeting of Southern Region constituents regarding LTA & Connectivity applications held on 07.03.2015. In this regard, as revised LTA Application as per the decision of the 16th Meeting of Southern Region Constituents has been received; accordingly intimation for grant of Connectivity is being issued and enclosed.

In regard to the above grant of Connectivity, applicant shall abide by all provisions of the CERC (Grant of Connectivity, Long Term Access and Medium Term Open Access in inter-State transmission system and related matters) Regulations, 2009. You are requested to sign requisite Agreement for Connectivity, Transmission Service Agreement for sharing of transmission charges, as and when applicable under relevant CERC Regulations introduced or modified from time to time in this regard. Sample agreement is available at our website www.powergridindia.com >> CTU Open Access.

You may contact at the following address for signing the referred agreements.

Executive Director (Commercial)
Power Grid Corporation of India Limited
Saudamini, Plot No. – 2, Sector – 29,
Near IFFCO Chowk, Gurgaon – 122 001
Tel: 0124-2571988

Thanking you,

Yours faithfully,


(Seema Gupta)

Chief Operating Officer (CTU-Plg & CE)

पंजीकृत कार्यालय : बी-9, कुतब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110 016 दूरभाष : 011-26560121 फैक्स : 011-26560039 तार 'नेटग्रिड'
Registered Office : B-9, Qutab Institutional Area, Katwarla Sarai, New Delhi-110 016 Tel. : 011-26560121 Fax : 011-26560039 Gram : 'NATGRID'

स्वहित एवं राष्ट्रहित में ऊर्जा बचाएं
Save Energy for Benefit of Self and Nation CIN : L40101DL1989GOI038121


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Intimation for Grant of Connectivity

| | |
|--|--|
| 1 Intimation No. | C/CTU-PIg/Con/S/2015/Suzlon-Kumarapuram |
| Date : | 09.12.2015 |
| 2 Ref. Application No. | Connectivity Application dtd. 03.11.2014 |
| Date : | |
| 3 Name of the Applicant | M/s Suzlon Power Infrastructure Ltd. |
| 3(a) Name of the Project | Kumarapuram Wind Farm |
| 4 Address for Correspondence | M/s Suzlon Power Infra Ltd. One Earth opp. Magarpatta City Hadapsar, Pune-411028 Maharashtra, India |
| 5 Nature of the Applicant | |
| Generator (other than captive) | Generator (Wind farm) |
| Captive Generator | |
| Bulk Consumer | |
| Solar Park Developer | |
| 6 Details for Connectivity | |
| 6a Capacity(MW) for which connectivity is granted | 300 MW |
| 6b Point at which Connectivity is granted | Tirunelveli Pooling Station (New) |
| 6c Date from which connectivity is granted | September, 2018 |
| 6d Transmission System Required for Connectivity | M/s Suzlon Power Infrastructure Ltd.(Kumarapuram wind farm)-Tirunelveli P.S.(New) 230 kV D/c Line including line bays at both ends |
| 6e Implementing Agency for transmission system required for connectivity | M/s Suzlon Power Infrastructure Ltd. |
| 6f Agencies between which agreement is to be signed for implementation of transmission system required for connectivity | Not applicable |
| 7 Transmission Charges Applicable for the dedicated line | As per CERC Regulations |
| 8 Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant | Not applicable |

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9 Location of the Generating Station / Bulk Consumer

| | |
|------------------------|-----------------|
| Nearest Village / Town | Kumarapuram |
| District | Kayathar |
| State | Tamil-Nadu |
| Latitude | 8° 57' 12.36" N |
| Longitude | 78°4' 40.57" E |

10 Installed Capacity of the Generating Station

300 MW

11 Commissioning Schedule of the Generating Station

October, 2018

Note:

1. This grant of connectivity has been made in terms of the details as per the application submitted by the applicant on Affidavit to the nodal agency. Thus, for all such cases where dedicated/connectivity transmission system upto point of connection is to be undertaken by the applicant itself, it is incumbent on the applicant to complete the dedicated/connectivity transmission system by the date from which connectivity is sought/granted. In case any extension in time is envisaged by applicant, it shall approach CTU at least 2 months prior to date from which connectivity is granted. CTU may review the grant of connectivity for extension or cancellation.
2. The Applicant shall furnish additional details to CTU for signing of "Connection Agreement" as per FORMAT-CON-4. These details are to be furnished to CTU at least 2 (two) years prior to physical interconnection, unless otherwise indicated by CTU. The applicant is, however advised to furnish such details as early as possible.
3. The CTU will process the above information and will intimate the connection details pursuant to which the applicant shall sign "Connection Agreement" as per FORMAT-CON-6 with CTU prior to the physical inter-connection. In case, the connectivity is granted to the ISTS of an inter-state transmission licensee other than the CTU, a tripartite agreement is to be signed between the applicant, the Central Transmission Utility and such inter-state transmission licensee, in line with the provisions of the regulations.
4. Applicant shall have to inform likely date of synchronization, likely quantum and period of injection of infirm power before being put into commercial operation to the SLDC/RLDC concerned at least one month in advance and obtain their concurrence for the same.

To:

Shri Naresh Kumar Panchal,
 Sr. GM & Head-Power Evacuation,
 M/s Suzlon Power Infra Ltd.
 One Earth opp. Magarpatta City
 Hadapsar, Pune-411028
 Maharashtra, India

139

Copy to :

| | |
|--|---|
| Chief Engineer (SP&PA) Central Electricity Authority Sewa Bhawan, R K Puram New Delhi – 110 066. | Member (Power Systems) Central Electricity Authority Sewa Bhawan, RK Puram New Delhi – 110 066. |
| The Member Secretary, Southern Regional Power Committee, 29, Race Course Cross Road, Bangalore- 560 009. | CEO Power System Operation Corporation Ltd B-9, Qutab Institutional Area, Katwaria Sarai ,New Delhi -110016 |
| GM, SRLDC 29, Race Course Cross Road, Bangalore- 560 009. | |

केन्द्रीय कार्यालय : "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुडगाँव-122 001, हरियाणा
 फोन : 0124-2571700-719, फैक्स : 0124-2571760, 2571761 तार 'नेटग्रिड'
 Corporate Office : "Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001. Haryana
 Tel. : 0124-2571700-719, Fax : 0124-2571760, 0124-2571761 Gram : 'NATGRID'

सदर्भ सख्त्या / Ref. No C/CTU-Plg/Con/S/2015/Suzlon-Chandragiri

09th Dec' 2015

→ **Shri Naresh Kumar Panchal,**
 Sr. GM & Head-Power Evacuation,
 M/s Suzlon Power Infra Ltd.
 One Earth opp. Magarpatta City
 Hadapsar, Pune-411028
 Maharashtra, India

**Subject: Intimation for grant of Connectivity for 300 MW Chandragiri wind farm
 of M/s Suzlon Power Infrastructure Ltd. (SPIL)**

Dear Sir,

We write with reference to your application dated 03.11.2014 for connectivity of 300 MW for Chandragiri wind farm of M/s SPIL, located at Kayathar, Tamil-Nadu and minutes of the 18th meeting of Southern Region constituents regarding LTA & Connectivity applications held on 07.03.2015. In this regard, as revised LTA Application as per the decision of the 16th Meeting of Southern Region Constituents has been received; accordingly intimation for grant of Connectivity is being issued and enclosed.

In regard to the above grant of Connectivity, applicant shall abide by all provisions of the CERC (Grant of Connectivity, Long Term Access and Medium Term Open Access in inter-State transmission system and related matters) Regulations, 2009. You are requested to sign requisite Agreement for Connectivity, Transmission Service Agreement for sharing of transmission charges, as and when applicable under relevant CERC Regulations introduced or modified from time to time in this regard. Sample agreement is available at our website www.powergridindia.com >> CTU Open Access.

You may contact at the following address for signing the referred agreements.

Executive Director (Commercial)
 Power Grid Corporation of India Limited
 Saudamini, Plot No. – 2, Sector – 29,
 Near IFFCO Chowk, Gurgaon – 122 001
 Tel: 0124-2571988

Thanking you,

Yours faithfully,


 (Seema Gupta)

Chief Operating Officer (CTU-Plg & CE)

पंजीकृत कार्यालय : बी-9, कुतब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110 016 दूरभाष : 011-26560121 फैक्स : 011-26560039 तार 'नेटग्रिड'
 Registered Office : B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016 Tel. : 011-26560121 Fax : 011-26560039 Gram : 'NATGRID'

रक्षित एवं राष्ट्रहित में ऊर्जा बचाएं
 Save Energy for Benefit of Self and Nation CIN : L40101DL1989GOI038121

Intimation for Grant of Connectivity

| | | |
|-----------|--|---|
| 1 | Intimation No. Date : | C/CTU-Plg/Con/S/2015/Suzlon-Chandragiri 09.12.2015 |
| 2 | Ref. Application No. Date : | Connectivity Application dtd. 03.11.2014 |
| 3 | Name of the Applicant 3(a) Name of the Project | M/s Suzlon Power Infrastructure Ltd. Chandragiri Wind Farm |
| 4 | Address for Correspondence | M/s Suzlon Power Infra Ltd. One Earth opp. Magarpatta City Hadapsar, Pune-411028 Maharashtra, India |
| 5 | Nature of the Applicant Generator (other than captive) Captive Generator Bulk Consumer Solar Park Developer | Generator (Wind farm) |
| 6 | Details for Connectivity | |
| 6a | Capacity(MW) for which connectivity is granted | 300 MW |
| 6b | Point at which Connectivity is granted | Tirunelveli Pooling Station (New) |
| 6c | Date from which connectivity is granted | Mar-2018 |
| 6d | Transmission System Required for Connectivity | M/s Suzlon Power Infrastructure Ltd.(Chandragiri wind farm)-Tirunelveli P.S.(New) 230 kV D/c Line including line bay at both ends |
| 6e | Implementing Agency for transmission system required for connectivity | M/s Suzlon Power Infrastructure Ltd. |
| 6f | Agencies between which agreement is to be signed for implementation of transmission system required for connectivity | Not applicable |
| 7 | Transmission Charges Applicable for the dedicated line | As per CERC Regulations |
| 8 | Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant | Not applicable |

9 Location of the Generating Station / Bulk Consumer

| | |
|------------------------|------------------|
| Nearest Village / Town | Chandragiri |
| District | Kayathar |
| State | Tamil-Nadu |
| Latitude | 8° 51' 18.19" N |
| Longitude | 77° 58' 22.14" E |

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10 Installed Capacity of the Generating Station

300 MW

11 Commissioning Schedule of the Generating Station

April, 2018

Note:

1. This grant of connectivity has been made in terms of the details as per the application submitted by the applicant on Affidavit to the nodal agency. Thus, for all such cases where dedicated/connectivity transmission system upto point of connection is to be undertaken by the applicant itself, it is incumbent on the applicant to complete the dedicated/connectivity transmission system by the date from which connectivity is sought/granted. In case any extension in time is envisaged by applicant, it shall approach CTU at least 2 months prior to date from which connectivity is granted. CTU may review the grant of connectivity for extension or cancellation.
2. The Applicant shall furnish additional details to CTU for signing of "Connection Agreement" as per FORMAT-CON-4. These details are to be furnished to CTU at least 2 (two) years prior to physical interconnection, unless otherwise indicated by CTU. The applicant is, however advised to furnish such details as early as possible.
3. The CTU will process the above information and will intimate the connection details pursuant to which the applicant shall sign "Connection Agreement" as per FORMAT-CON-6 with CTU prior to the physical inter-connection. In case, the connectivity is granted to the ISTS of an inter-state transmission licensee other than the CTU, a tripartite agreement is to be signed between the applicant, the Central Transmission Utility and such inter-state transmission licensee, in line with the provisions of the regulations.
4. Applicant shall have to inform likely date of synchronization, likely quantum and period of injection of infirm power before being put into commercial operation to the SLDC/RLDC concerned at least one month in advance and obtain their concurrence for the same.

- 143
5. Applicant shall provide Special Protection Scheme (SPS), if required, integrated into their system. In that event, details of SPS and its setting shall be worked out by the applicant in consultation with respective RLDC/RPC separately.
 6. The applicant shall abide by all provisions of the Electricity Act, 2003, the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009, Central Electricity Authority (Technical Standards for connectivity to the Grid) and Indian Electricity Grid Code as amended from time to time.
 7. The Connectivity is being granted to the generating station and is restricted to the generating station and shall not be available for transfer to any other generating station or unit. However, for change in ownership of the generating station, the developer and the new owner shall file a prior declaration with CTU and the new owner shall be bound by all the terms and conditions of the approval granted for connectivity.

Place: Gurgaon
Date: 09.12.2015


Seema Gupta
COO (CTU-Planning & CE)

To:

Shri Naresh Kumar Panchal,
 Sr. GM & Head-Power Evacuation,
 M/s Suzlon Power Infra Ltd.
 One Earth opp. Magarpatta City
 Hadapsar, Pune-411028
 Maharashtra, India

144

Copy to :

| | |
|--|---|
| Chief Engineer (SP&PA) Central Electricity Authority Sewa Bhawan, R K Puram New Delhi – 110 066. | Member (Power Systems) Central Electricity Authority Sewa Bhawan, RK Puram New Delhi – 110 066. |
| The Member Secretary, Southern Regional Power Committee, 29, Race Course Cross Road, Bangalore- 560 009. | CEO Power System Operation Corporation Ltd B-9, Qutab Institutional Area, Katwaria Sarai ,New Delhi -110016 |
| GM, SRLDC 29, Race Course Cross Road, Bangalore- 560 009. | |

145

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



पावरग्रिड

केन्द्रीय कार्यालय : "सौदामिनी" प्लॉट सं. 2, सेक्टर-29, गुडगाँव-122 001, हरियाणा
फोन : 0124-2571700-719, फैक्स : 0124-2571760, 2571761 तार 'नेटग्रिड'
Corporate Office : "Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, Haryana
Tel. : 0124-2571700-719, Fax : 0124-2571760, 0124-2571761 Gram : 'NATGRID'

सदर्भ संख्या / Ref. No C/CTU-PIg/Con/S/2015/Suzlon-Kadambur

09th Dec' 2015

Shri Naresh Kumar Panchal,
Sr. GM & Head-Power Evacuation,
M/s Suzlon Power Infra Ltd.
One Earth opp. Magarpatta City
Hadapsar, Pune-411028
Maharashtra, India

**Subject: Intimation for grant of Connectivity for 300 MW Kadambur wind farm of
M/s Suzlon Power Infrastructure Ltd. (SPIL)**

Dear Sir,

We write with reference to your application dated 03.11.2014 for connectivity of 300 MW for Kadambur wind farm of M/s SPIL, located at Kayathar, Tamil-Nadu and minutes of the 18th meeting of Southern Region constituents regarding LTA & Connectivity applications held on 07.03.2015. In this regard, as revised LTA Application as per the decision of the 16th Meeting of Southern Region Constituents has been received; accordingly intimation for grant of Connectivity is being issued and enclosed.

In regard to the above grant of Connectivity, applicant shall abide by all provisions of the CERC (Grant of Connectivity, Long Term Access and Medium Term Open Access in inter-State transmission system and related matters) Regulations, 2009. You are requested to sign requisite Agreement for Connectivity, Transmission Service Agreement for sharing of transmission charges, as and when applicable under relevant CERC Regulations introduced or modified from time to time in this regard. Sample agreement is available at our website www.powergridindia.com >> CTU Open Access.

You may contact at the following address for signing the referred agreements.

Executive Director (Commercial)
Power Grid Corporation of India Limited
Saudamini, Plot No. – 2, Sector – 29,
Near IFFCO Chowk, Gurgaon – 122 001
Tel: 0124-2571988

Thanking you,

Yours faithfully,

(Seema Gupta)
Chief Operating Officer (CTU-PIg & CE)

पंजीकृत कार्यालय : बी-9, कुतब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110 016 दूरभाष : 011-26560121 फैक्स : 011-26560039 तार 'नेटग्रिड'
Registered Office : B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016 Tel. : 011-26560121 Fax : 011-26560039 Gram : 'NATGRID'

स्वहित एवं राष्ट्रहित में ऊर्जा बचाएं
Save Energy for Benefit of Self and Nation CIN : L40101DL1989GOI038121

146

FORMAT-CON-3

Intimation for Grant of Connectivity

| | | |
|-------------|--|---|
| 1 | Intimation No. | C/CTU-Plg/Con/S/2015/Suzlon-Kadambur |
| | Date : | 09.12.2015 |
| 2 | Ref. Application No. | Connectivity Application dtd. 03.11.2014 |
| | Date : | |
| 3 | Name of the Applicant | M/s Suzlon Power Infrastructure Ltd. |
| 3(a) | Name of the Project | Kadambur Wind Farm |
| 4 | Address for Correspondence | M/s Suzlon Power Infra Ltd. One Earth opp. Magarpatta City Hadapsar, Pune-411028 Maharashtra, India |
| 5 | Nature of the Applicant | |
| | Generator (other than captive) | Generator (Wind farm) |
| | Captive Generator | |
| | Bulk Consumer | |
| | Solar Park Developer | |
| 6 | Details for Connectivity | |
| 6a | Capacity(MW) for which connectivity is granted | 300 MW |
| 6b | Point at which Connectivity is granted | Tirunelveli Pooling Station (New) |
| 6c | Date from which connectivity is granted | Mar,2019 |
| 6d | Transmission System Required for Connectivity | M/s Suzlon Power Infrastructure Ltd.(Kadambur wind farm)-Tirunelveli P.S.(New) 230 kV D/c Line including line bays at both ends |
| 6e | Implementing Agency for transmission system required for connectivity | M/s Suzlon Power Infrastructure Ltd. |
| 6f | Agencies between which agreement is to be signed for implementation of transmission system required for connectivity | Not applicable |
| 7 | Transmission Charges Applicable for the dedicated line | As per CERC Regulations |
| 8 | Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant | Not applicable |

147

9 Location of the Generating Station / Bulk Consumer

Nearest Village / Town Kadambur
 District Kayathar
 State Tamil-Nadu
 Latitude 8° 56' 53.28" N
 Longitude 77° 50' 25.58" E

10 Installed Capacity of the Generating Station

300 MW

11 Commissioning Schedule of the Generating Station

April, 2019

Note:

1. This grant of connectivity has been made in terms of the details as per the application submitted by the applicant on Affidavit to the nodal agency. Thus, for all such cases where dedicated/connectivity transmission system upto point of connection is to be undertaken by the applicant itself, it is incumbent on the applicant to complete the dedicated/connectivity transmission system by the date from which connectivity is sought/granted. In case any extension in time is envisaged by applicant, it shall approach CTU at least 2 months prior to date from which connectivity is granted. CTU may review the grant of connectivity for extension or cancellation.
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4. Applicant shall have to inform likely date of synchronization, likely quantum and period of injection of infirm power before being put into commercial operation to the SLDC/RLDC concerned at least one month in advance and obtain their concurrence for the same.
5. Applicant shall provide Special Protection Scheme (SPS), if required, integrated into their system. In that event, details of SPS and its setting shall be worked out by the applicant in consultation with respective RLDC/RPC separately.

148

6. The applicant shall abide by all provisions of the Electricity Act, 2003, the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009, Central Electricity Authority (Technical Standards for connectivity to the Grid) and Indian Electricity Grid Code as amended from time to time.
7. The Connectivity is being granted to the generating station and is restricted to the generating station and shall not be available for transfer to any other generating station or unit. However, for change in ownership of the generating station, the developer and the new owner shall file a declaration with CTU and the new owner shall be bound by all the terms and conditions of the approval granted for connectivity.

Place: Gurgaon
Date: 09.12.2015


Seema Gupta
COO (CTU-Planning & CE)

149

To:

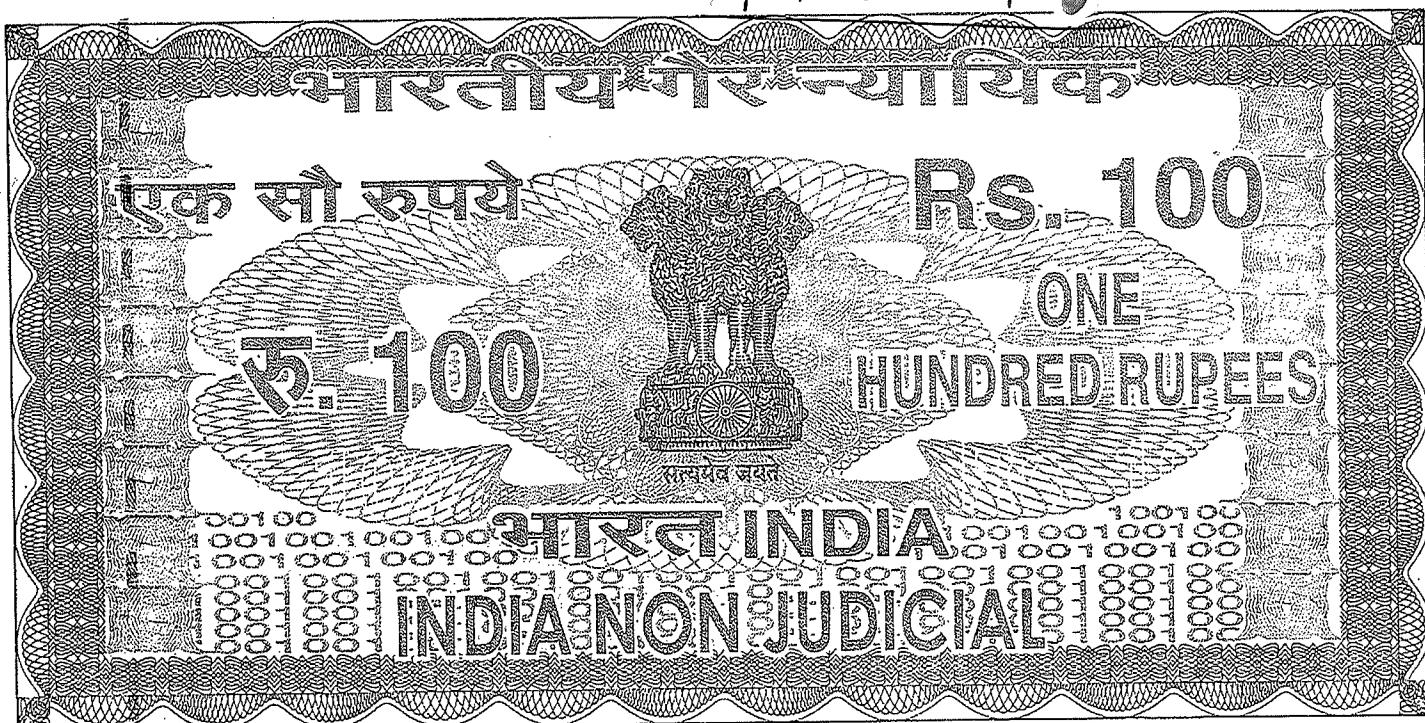
Shri Naresh Kumar Panchal,
 Sr. GM & Head-Power Evacuation,
 M/s Suzlon Power Infra Ltd.
 One Earth opp. Magarpatta City
 Hadapsar, Pune-411028
 Maharashtra, India

Copy to :

| | |
|--|---|
| Chief Engineer (SP&PA) Central Electricity Authority Sewa Bhawan, R K Puram New Delhi – 110 066. | Member (Power Systems) Central Electricity Authority Sewa Bhawan, RK Puram New Delhi – 110 066. |
| The Member Secretary, Southern Regional Power Committee, 29, Race Course Cross Road, Bangalore- 560 009. | CEO Power System Operation Corporation Ltd B-9, Qutab Institutional Area, Katwaria Sarai ,New Delhi -110016 |
| GM, SRLDC 29, Race Course Cross Road, Bangalore- 560 009. | |

Annexure P-6

150



महाराष्ट्र MAHARASHTRA

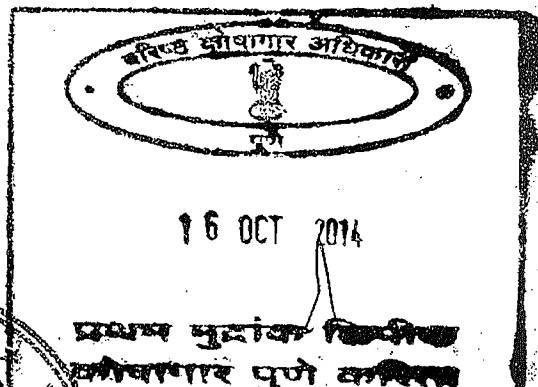
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अनुक्रम २०६४ दि २६।१९०।११ सु.शु.रघुवि.प्रा.मा।

मुद्रांक दिक्षित घेणार्याले नंव... **२५८०००** पॉर्ट १०४। अ.

४८५४९ प्र०
दृष्टि तिथि १८ जुलाई २१.३.१९



16 OCT 2014

A circular library stamp with the following text:
* STATE LIBRARY
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D. SAYED
PURE
REGD. NO.
679
STATE OF MAHARASHTRA

FORMAT-LTA-1

AFFIDAVIT

In the matter of filling application to Power Grid Corporation Of India Limited, for grant of Long Term Access under CERC Regulations 2009.

I, Nareshkumar Panchal S/O Amritlal Panchal working as a Sr.General Manager & Head Power Evacuation in Suzlon Power Infrastructure Ltd. having its registered office at,One Earth Opp. Magarpatta City , Hadapsar , Pune-411028,Maharashtra,India do solemnly affirm and say as follows:

1

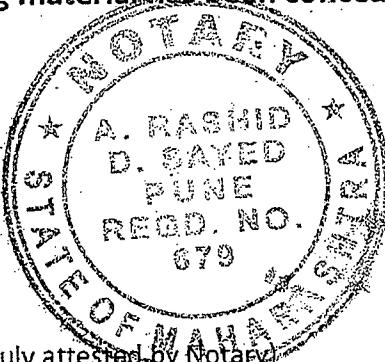
Mihailo Bafna
(True wpy)

151

1. I am Sr.General Manager & Head Power Evacuation in Suzlon Power Infrastructure Ltd., the representative in the above matter and I am duly authorized to file the above application and to make this affidavit.

2. I submit that M/s Suzlon Power Infrastructure Ltd.is a registered company, Public Ltd, Registered under Companies Act. Under the Article of Association of the company and in accordance with the provisions of Electricity Act, 2003/ relevant Regulation(s) of CERC, the company can file the enclosed application.

3. I submit that all the details given in the enclosed application for Long Term Access along with necessary documents are true and correct and nothing material has been concealed thereof.



(To be duly attested by Notary)

Nareshkumar Amritlal Panchal

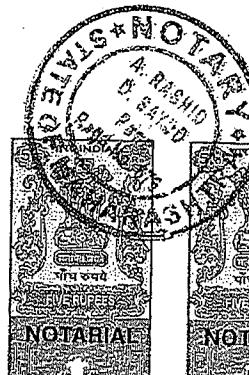
BEFORE ME

[Signature]
A. RASHID D. SAYED
NOTARY, STATE OF MAHARASHTRA
PUNE.

- 1 NOV 2014

Noted & Registered
At Sr. No. 11831

14



152

FORMAT-LTA-2

Application for Grant of Long -term Access (LTA)

1 Name the Applicant : SPIL (Suzlon Power Infrastructure Ltd.)

**2 Address for Correspondence : Suzlon One Earth, Opp. Magarpatta
City, Hadapsar, Pune -411028**

3 Contact Details

Prime Contact Person : Nareshkumar Amritlal Panchal
 Designation : Sr. GM & Head -Power Evacuation
 Phone No.(Landline) : +91.20.67025034
 Phone No.(Mobile) : +91.9850818268
 Fax : +91.20.67022100
 E-Mail : pnaresh@suzlon.com

Alternate Contact Person : Dr.VB Rao

Designation : Sr. Vice President -Sales & Marketing
 Phone No.(Landline) : +91.44.66093001/6609300
 Phone No.(Mobile) : +91.9940663687
 Fax : +91.44.28602350
 E-Mail : drvbrao@suzlon.com

4 Nature of the Applicant

Normal Generator (other than captive) GENERATOR (WIND FARM)

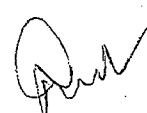
Captive Generator
 Bulk Consumer
 Electricity Trader
 Distribution Licensee

**5. Details for Long Term Access
(LTA)**

5a. Quantum (MW) for which : 75MW (33% of 225MW)
 LTA required

5b. Date from which LTA
required : April 2018

5c. Date up to which LTA
required : April 2043



5d. Injection of Power (more than one only in case of single drawal):

Entity -1 : SPIL Chandragiri

State/Region : TAMILNADU/Southern Region

Quantum-1 : 75 MW

Connectivity with the Grid : PGCIL(CTU)

5e. Drawal of Power (more than one only in case of single injection):

Entity -1 : DISCOM /Open Access customer etc..

State/Region : In any state of Northern Region

Quantum-1 : 40 MW

Connectivity with the Grid : PGCIL(CTU)

Entity -2 : DISCOM /Open Access customer etc..

State/Region : In any state of North East Region

Quantum-2 : 35 MW

Connectivity with the Grid : PGCIL(CTU)

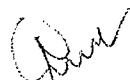
6. Details of transaction (DD) : (Application Fee)

Amount (in Rs) : 2,00,000*

*(Earlier Long term open access application was submitted for 900 MW and the same is split into three separate applications now for 300 MW each for three injection points, thus totaling 900 MW. The differential amount between the application fee paid earlier and the application fee for the three separate applications works out to Rs. 3 Lakh(Rupees Three lakh only) is paid in the form of one DD, whose details are as below. This DD no. would be appearing in all the revised applications, which may kindly be noted)

DD No. : 532118

Date : 16.04.2015



154

Bank Name : STATE BANK OF INDIA

Branch Name : C A G Branch, Mumbai

7. Details of Bank Guarantee

Amount (in Rs) : 7,50,000/-

Bank Name : Indian Overseas Bank , Pune 411001

BG No. : 722/ILG/101/2015

Period of Validity : 31/03/2016



155



Indian Overseas Bank
Branch Name : Pune Cantonment (722)
PUNE- 411 001

Telephone : 020 26130998
Fax : 020 26139710
Place : Pune

This Covering Letter is issued to be annexed to the Letter of Guarantee No. 722/ILG/101/2015, Dt 25.04.2015 for amount of Rs.7,50,000=00 (Rs. SEVEN LAC FIFTY THOUSAND ONLY) valid till 31.03.2016, and claim period upto 31.03.2016, issued by this office under the joint signatures of

1. MR .P.SUBBA RAO
 2. MR. R SURESH

SENIOR MANAGER
 ASSISTANT GENERAL MANAGER

Confirmation of this Guarantee, if the same is desired, should be obtained from the controlling office named below

Date : 25.04.2015

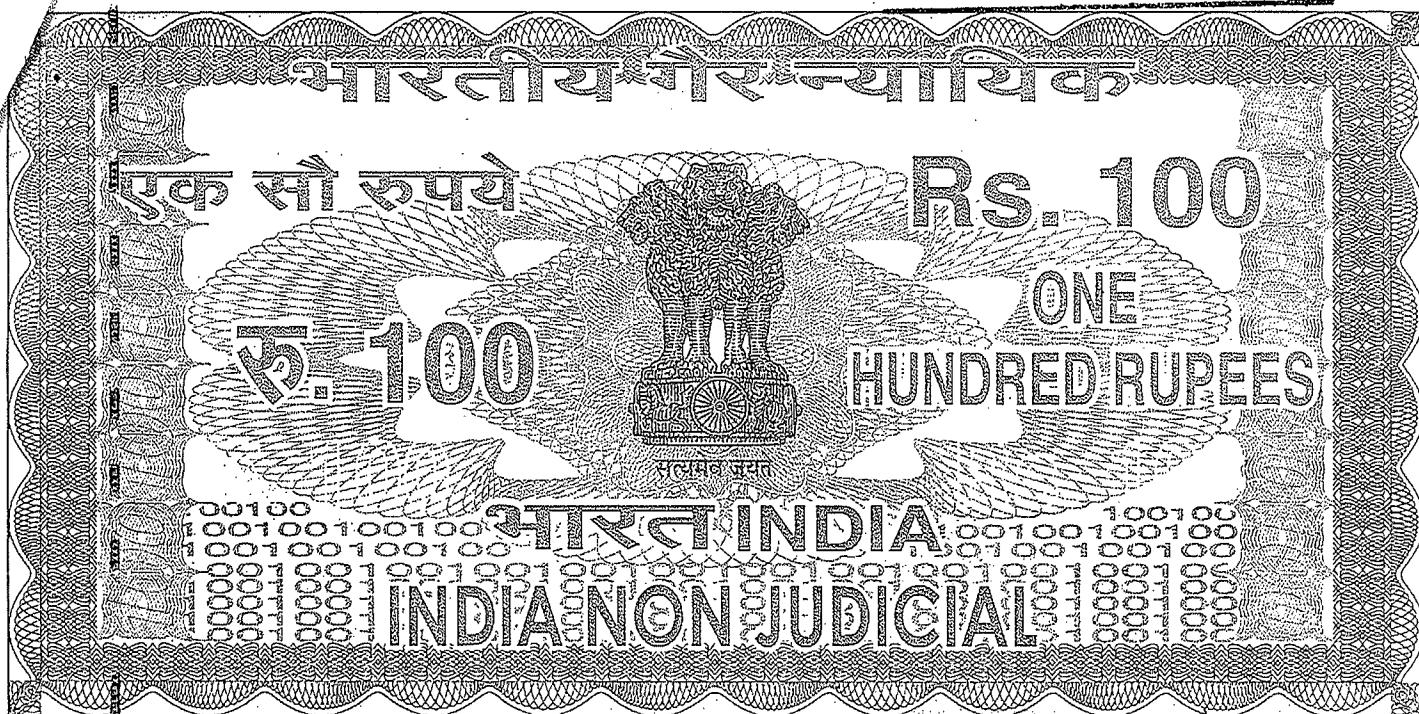
For Indian Overseas Bank



 (MR.P.SUBBA RAO /S-2537) (MR.R SURESH /S-1752)

| | |
|---|--|
| Beneficiary's Name & Address: POWER GRID CORPORATION OF INDIA LIMITED B-9, QUTAB INSTITUTIONAL AREA, KATWARIA SARAI, NEW DELHI-110016 | Controlling Office Address: (For Confirmation) INDIAN OVERSEAS BANK, REGIONAL OFFICE 759/51, F.C. ROAD, DECCAN GYMKHANA, PUNE – 411 004. PH NO. 020-25665823/25670951 Email – roplan@mumnsco.ioibnet.co.in FAX No . 020-25665825 |
|---|--|

BANK GUARANTEE NO.
LG/722/101/2015 Date 25/10/15



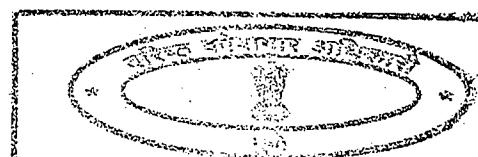
महाराष्ट्र MAHARASHTRA

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MD 968280

19915 18 FEB 2015 ₹ 100/-

L4



11 FEB 2015

कृते इंडियन ऑवरसीज बैंक
रोड नं. 100, पुणे - 411 001

FOB - Pune
Surion Power Infrastructure Ltd.
One Earth, Hadapsar, Pune.

उत्तरी भारत

H. K. Chawda | Hadapsar, Pune

पुणे का विकास/पुणे के विकास के लिए
भारतीय सरकार द्वारा दिए गए अधिकारी विकास
कर्मसूल के लिए

Chawda

लक्ष्मी प्र. कानकुरे

परिचाना क्र. ID-2204128
५-१८, विजय नगर, वरिसाल बांध, पुणे - ४

BANK GUARANTEE FOR PERFORMANCE

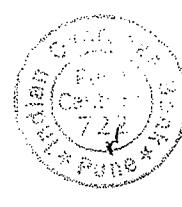
To,

Power Grid Corporation of India Limited,
B-9, Qutab Institutional Area,
Katwaria Sarai,
New Delhi-110016.

कृते इंडियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

P. SUBBA RAO
S-2537

वरिष्ठ प्रबंधक/Senior Manager
पुणे कैंट शाखा /PUNE CANTT. BRANCH



कृते इंडियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

सह. मुख्य प्रबंधक/Asst. General Manager
पुणे कैंट शाखा /PUNE CANTT. BRANCH
3-1752

Continued

BANK GUARANTEE NO.

LG/T22/101/2015 Date 25/10/115

157



महाराष्ट्र MAHARASHTRA

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MD 968279

२० विकासनीवाला असुखपांडिक 19914 विताक 18 FEB 2015 पृष्ठा 100 -

Lc

क्षमा की विशेषता क्या होती है? उत्तर/वाही

प्रियकारीचे शोधकर्ता दत्त

मुख्योक्त विवेकानन्द शिष्यवत्त्वात् अस्ति

६ रात्रिकालीन विद्या

卷之三

३८५ वार्ष का चम्पी

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प्राप्ति विद्युत विद्युत विद्युत विद्युत विद्युत विद्युत विद्युत विद्युत विद्युत

6 Dear Sirs

Dear Sirs,

Dear Sirs

इंडियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

P. SUBBA RAO
S-2537
वरिष्ठ प्रबंधक / Senior Manager

cessors, administrators, executors and
कृते इण्डियन ऑफरसीज बैंक
for INDIAN OVERSEAS BANK

सहा.मुख्य प्रबंधक /Asst. General Manager
पुणे कैंट शाखा /PUNE CANTT. BRANCH

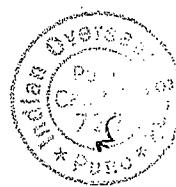
158

BANK GUARANTEE NO.
LG/722/101/12015 Date 25/04/15

2. WHEREAS it has been agreed by the LTA Applicant that in case of failure / delay in abiding various terms and conditions required as per CERC Regulations, 2009 on the subject, POWERGRID shall have the right to collect at the rate of Rs.10,000/- (Rupees Ten Thousand Only) per MW for total scheduled injection by the LTA Applicant.
3. AND WHEREAS as per the CERC Regulations, 2009, LTA Applicant is required to furnish a Bank Guarantee for a sum of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only) as a security for fulfilling its commitments to POWERGRID as stipulated under Clause 12(4) of the aforesaid Regulations.
4. We, Indian Overseas Bank, having its head office at Central Office at 763, Anna Salai, Chennai 600 002 and among other places a branch office at 7, M G road, "Wonderland", Pune 411 001 Known as Pune Cantonment Branch (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the POWERGRID on demand any and all monies payable by the LTA Applicant to the extent of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only), as aforesaid at any time up to 31st March 2016 without any demur, reservation, context, recourse or protest and / or without any reference to the LTA Applicant.
5. Any such demand made by the POWERGRID on the Bank shall be conclusive and binding notwithstanding any difference between the POWERGRID and the LTA Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges this Guarantee.
6. The POWERGRID shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the obligations under the said Agreement by the LTA Applicant. The POWERGRID shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the LTA Applicant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the POWERGRID and the LTA Applicant or any other course or remedy or security available to the POWERGRID. The Bank shall not be released of its obligations under these presents by any exercise by the POWERGRID of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the POWERGRID or any other indulgences shown by the POWERGRID or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
7. The Bank also agrees that the POWERGRID at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTA Applicant and notwithstanding any security or other guarantee the POWERGRID may have in relation to the LTA Applicant's liabilities.

कृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

वरिष्ठ प्रबंधक/Senior Manager
पुणे कैट शाखा/PUNE CANTT. BR. 722
P. SUBBA RAO
S-2537



कृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

सहा.मुख्य प्रबंधक/Asst. General Manager
पुणे कैट शाखा/PUNE CANTT. BRANCH

Continued

159

BANK GUARANTEE NO.
LG/722/101/2015 Date 25/04/15

8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only) and it shall remain in force up to and including 31st March 2016 and shall be extended from time to time for such period (not exceeding one year), as may be desired by Suzlon Power Infrastructure Limited on whose behalf this Guarantee has been given.

Dated this 25th day of APRIL 2015 at PUNE.

For Indian Overseas Bank

Authorised Signatory

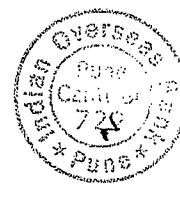
WITNESSES:

(Name & Signature)

कृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

वरिष्ठ प्रबंधक/Senior Manager
पुना कैट शाखा/PUNE CANTT. BR. 722

P. SUBBA RAO
S-2537



Authorised Signatory

कृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

सहा. मुख्य प्रबंधक/Asst. General Manager
पुणे कैट शाखा/PUNE CANTT. BRANCH
(Name & Signature)

(True copy)

ANNEQURE-P-7

160

Attachment I
45

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड

(पारं प्रतिकार का उद्देश)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



केन्द्रीय कार्यालय, 'सौदामिनी' प्लॉट सं. 2, सेक्टर-29, गुडगांव-122 001, (हरियाणा) दूरभाष: 0124-2571700-719, फैक्स: 0124-2571762,
'Saudamini' Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana) Tel.: 0124-2571700-719, Fax: 0124-2571762, Web.: www.powergridindia.com

Ref: C/CTU-Plg/LTA/W/2016/SPIL-Chandragiri

CIN : L40101DL1989GOI038121
29th July, 2016

Sh. Nareshkumar Amritial Panchal

Sr.GM & Head- Power Evacuation

M/s Suzlon Power Infrastructure Ltd.,
One Earth, Opp. Magarpatta City, Hadapsar,
Pune, Maharashtra – 411 028

Subject: Intimation for grant of LTA for transfer of 75 MW of power from Suzlon Power Infrastructure Ltd. (SPIL), Chandragiri Wind farms, Tamil Nadu to NR & NER

- Ref: 1) Your application for grant of LTA dated 27.04.2015 received on 30.04.2016
 2) Minutes of the 19th LTA/Connectivity Meeting of SR Constituents dated 29.12.2015
 3) Minutes of the 9th LTA/Connectivity Meeting of NR Constituents dated 30.05.2016
 4) Minutes of the 23rd LTA/Connectivity Meeting of WR Constituents dated 01.06.2016

Dear Sir,

We write with reference to your application dated 27.04.2016 (Ref. 1) for Grant of LTA for 75 MW for transfer of power from SPIL Chandragiri Wind farms in Tamil Nadu to NR & NER on target region basis. In considerations to the minutes as per above references, the LTA for 75 MW is being granted. In this regard, intimation for grant of LTA is enclosed.

It is to mention that grant of LTA is subject to the signing of requisite LTA Agreement and fulfillment of other conditions as required under the Regulations and approved Procedure as also those mentioned in the enclosed intimation. In regard to the above grant of LTA, applicant shall abide by all provisions of the CERC (Grant of Connectivity, Long Term Access and Medium Term Open Access in inter-State transmission system and related matters) Regulations, 2009.

You are requested to sign LTA Agreement; Transmission Service Agreement for sharing of transmission charges, as and when applicable under relevant CERC Regulations introduced or modified from time to time in this regard. Sample agreement is available at our website www.powergridindia.com >> CTU Open Access.

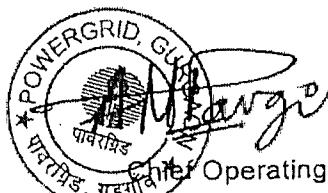
You may contact at the following address for signing the referred agreements.

Executive Director (Commercial)

Power Grid Corporation of India Limited
 Saudamini, Plot No. – 2, Sector – 29,
 Near IFFCO Chowk, Gurgaon – 122 001
 Tel : 0124-2571988

Thanking you,

Yours faithfully,

 (Seema Gupta)
 Chief Operating Officer (CTU-Plg & CE)


- 9 -

पंजीकृत कार्यालय: बी-9, कुत्तर इंस्टीट्यूशनल एरिया, कुत्तर इंस्टीट्यूशनल एरिया, नई दिल्ली-110016 दूरभाष: 011-26560112, 26560121, 26564812, 26564892, फैक्स: 011-26601081
 Regd. Office: B-9, Qutab Institutional Area, New Delhi-110016 Tel: 011-26560112, 26560121, 26564812, 26564892, Fax: 011-26601081, Web: www.powergridindia.com

स्वच्छता एवं राष्ट्रहित में ऊर्जा बचाएं
 Save Energy for Benefit of Self and Nation

161

2/5

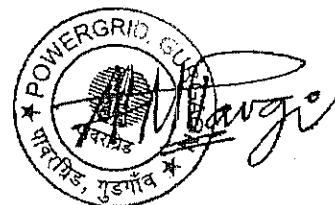
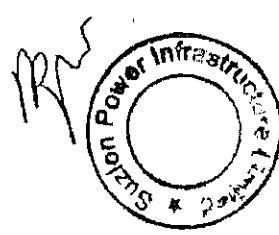
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|--|--|
| Member (Power Systems) Central Electricity Authority Sewa Bhawan, RK Puram New Delhi – 110 066. | Chief Engineer (PSP&A)- I Central Electricity Authority Sewa Bhawan, R K Puram New Delhi – 110 066. |
| Chief Engineer (PSP&A)- II Central Electricity Authority Sewa Bhawan, R K Puram New Delhi – 110 066. | The Member Secretary, Western Regional Power Committee, F-3, MIDC Area, Marol, Opp. SEEPZ, Central Road, Andheri (East), Mumbai - 400 093 |
| Member Secretary, Northern Region Power Committee Shaheed Jeet Singh, Sansanwal Marg, Katwaria Sarai, New Delhi- 110016 | The Member Secretary, Southern Regional Power Committee, 29, Race Course Cross Road, Bangalore- 560 009. |
| Member Secretary North Eastern Regional Power Committee NERPC Complex, Dong Parmaw, Lapalang, Shillong – 793006 | General Manager, North-Eastern Regional Power Committe Lower Nongrah, Lapalang, Shillong- 793006 |
| CEO Power System Operation Corporation Ltd. B-9, Qutab Institutional Area, Katwaria Sarai ,New Delhi -110016 | Executive Director, Southern region Load Dispatch Centre 29, Race Course Cross Road, Bangalore- 560 009. |
| General Manager Western Regional Load Dispatch Centre F-3, M.I.D.C. Area, Marol, Andheri(East), Mumbai - 400093 | Executive Director, Northern Regional Load Despatch Centre 18-A, Shaheed Jeet Singh Sansanwal Marg, Katwaria Sarai, New Delhi-110016 |

Copy for kind information to:

ED (Comml.) / ED (Smartgrid & EE) / ED (SR-II) / ED (NR-I) / ED (NR-II) / ED (NR-III) / ED (NER)

- 10 -



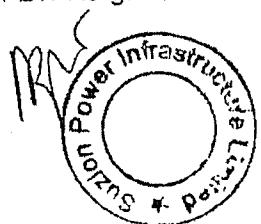
162

3/5

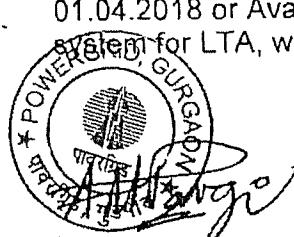
FORMAT-LTA-5

POWER GRID CORPORATION OF INDIA LTD.
Intimation for Grant of Long - term Access (LTA)

- 1 Intimation No. C/CTU-PIg/LTA/W/2016/SPIL-Chandragiri
 Date : 29.07.2016
- 2 Ref. Application No. _____
 Date : 27.04.2015
- 3 Name of the Applicant Suzlon Power Infrastructure Ltd. (SPIL)
- 4 Address for Correspondence One Earth, Opp. Magarpatta City,
 Hadapsar, Pune,
 Maharashtra – 411 028
- 5 Nature of the Applicant
 Normal Generator (other than captive) : Generator (Wind farms)
 Captive Generator
 Bulk Consumer
 Electricity Trader
 Distribution Licensee
 Solar Park Developer
 Others
- 6 Details for Long Term Access (LTA)
 6a Quantum (MW) for which LTA is granted 75 MW
- 7 Injection of Power (more than one only in case of single Drawl)
 Entity-1 SPIL Chandragiri
 State/Region Tamil Nadu/ SR
 Quantum-1 75 MW
 Connectivity with the Grid Tirunelveli P.S. (New)
- 8 Drawl of Power (more than one only in case of single Injection)
 Entity-1 Target
 State/Region NR
 Quantum-1 40 MW
 Connectivity with the Grid Interconnection of STU with ISTS network
- Entity-2 Target
 State/Region NER
 Quantum -2 35 MW
 Connectivity with the Grid Interconnection of STU with ISTS network
- 9 Transmission System for LTA
 Existing/Under implementation system as per Annexure – I
- 9a Date from which LTA is granted 01.04.2018 or Availability of Transmission system for LTA, whichever is later



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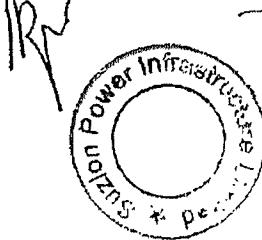
415-

| | | |
|----|--|---|
| 9b | Date upto which LTA is granted | 31.03.2043 |
| 9c | Implementing Agency for transmission system required for LTA | POWERGRID |
| 9d | Agencies between which agreement is to be signed for implementation of transmission system | SPIL & POWERGRID |
| 9e | Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant | 3.75 Crores |
| 10 | Transmission Charges Applicable | Transmission charges as per CERC Sharing of ISTS charges & Losses Regulations, 2010 |
| 11 | Amount (in Rupees) for which Bank Guarantee is to be provided by the applicant | NA |

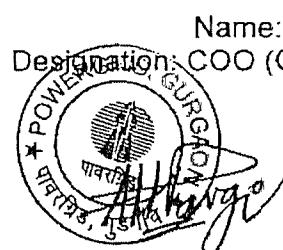
Note: Long Term Access is granted to the ISTS subject to the following:

1. That the LTA applicant shall enter into Long Term Access Agreement (LTAA) within 30 days of the LTA intimation in default of which the LTA shall be liable for revocation.
2. That the LTA applicant shall enter into Transmission Service Agreement (TSA) in line with the Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) Regulations, 2010.
3. That the LTA applicant shall abide by all the duties and liabilities under the Electricity Act, 2003; all applicable CERC Regulations as amended from time to time, including but not limited to CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009, and; Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010; as also with the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007.
4. That the applicant shall keep the CTU and RLDC/NLDC indemnified at all times and shall undertake to indemnify, defend and keep the CTU, RLDC/NLDC from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and; all other obligations by or to third parties, arising out of or resulting from the long-term access transaction.

Place: Gurgaon
Date: 29.07.2016



-12-



Name: Seema Gupta
Designation: COO (CTU-Plg & CE)

164

575

Annexure - I

Transmission system strengthening required for LTA for transfer of 75 MW of power from SPIL, Chandragiri Wind farms in Tamil Nadu to its beneficiaries in NR & NER – which is under implementation as part of different schemes

(i) Transmission system strengthening for evacuation of power in Southern Region

1. Tuticorin PS – Dharampuri 765 kV D/c Line (initially charged at 400 kV)
2. Tirunelveli PS – Tuticorin 400 kV quad 2x D/c Line

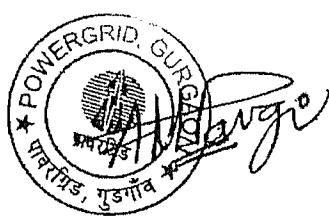
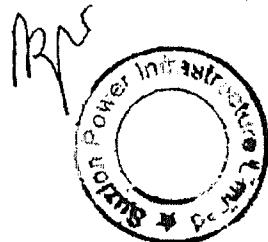
(ii) Inter-Regional System Strengthening Scheme in WR and NR (Part-B)

3. Jabalpur PS - Orai 765kV D/C line
4. Orai - Aligarh 765kV D/C line
5. Orai - Orai 400kV D/C (Quad) line
6. LILO of one ckt of Satna - Gwalior 765kV 2xS/C line at Orai
7. LILO of Agra - Meerut 765kV S/C at Aligarh
8. LILO of Kanpur - Jhatikara 765kV S/C at Aligarh

(iii) Transmission System Strengthening in WR-NR Transmission Corridor for IPPs in Chhattisgarh

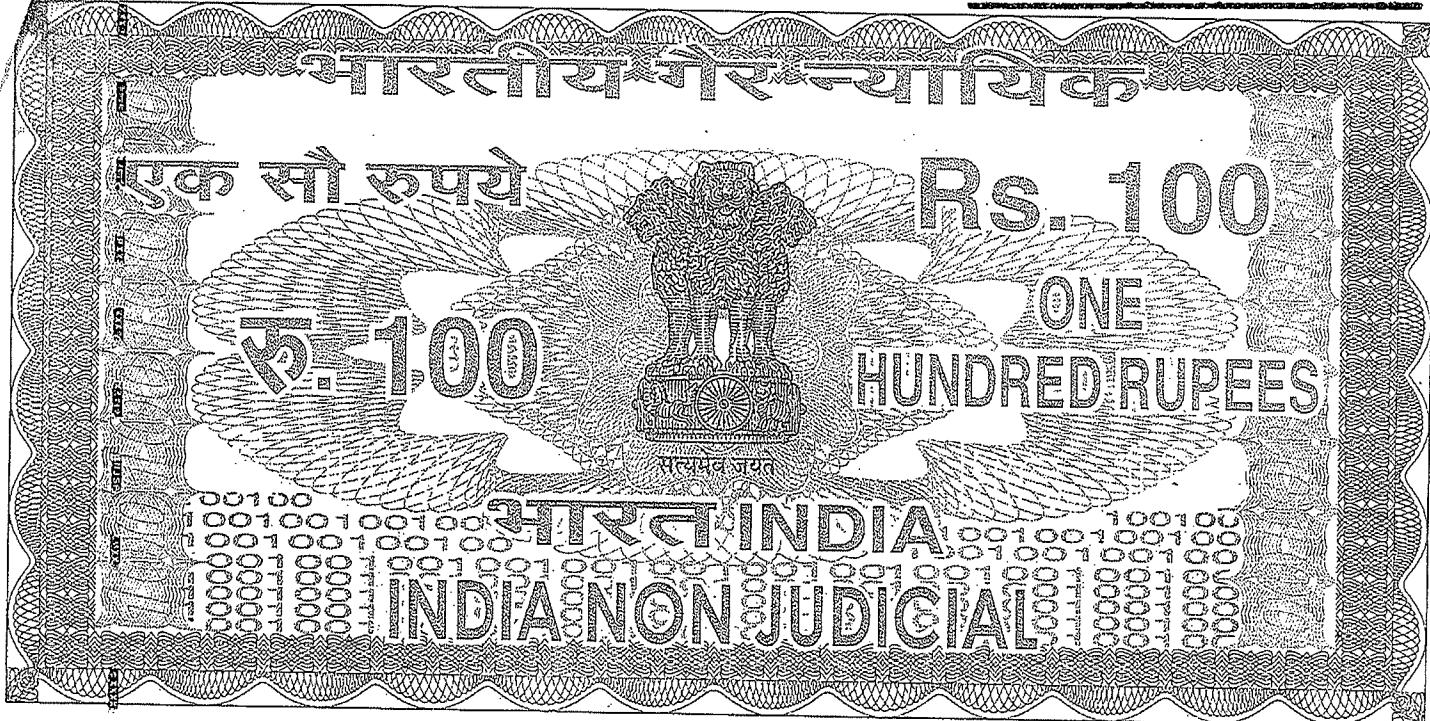
9. Up-gradation of \pm 800kV, 3000MW HVDC bipole between Champa PS – Kurukshetra (NR) to 6000MW
10. Kurukshetra (NR) – Jind 400kV D/c (Quad)

- 13 -



BANK GUARANTEE NO.

LG/722/103/2015 Date 25/04/15



महाराष्ट्र MAHARASHTRA

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18 FEB 2015

MD 968276

दिनांक नोंदवणी असुक्तदार 19911 वराळ 100/-

16

दाता भावितव्यीकरणार आहेत का? हेच/नाही

LOB - Pune

दाता विकास विकास विकास

Suzlon Power Infrastructure Ltd.
One Earth, Nadapsar, Pune.

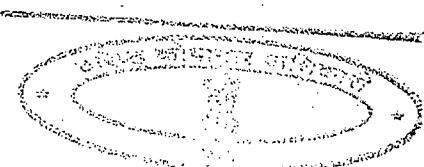
दाता विकास विकास

H. K. Chawda/Nadapsar Pune
Kamthane

लता प्र. कान्कुरे

परामर्श क. ID 2201128

४-१८, विजय कार, कोल्हापुर पालं, पुणे - ४



11 FEB 2015

BANK GUARANTEE FOR PERFORMANCE

To,

Power Grid Corporation of India Limited,
B-9, Qutab Institutional Area,
Katwaria Sarai,
New Delhi 110016

इंडियन ऑफरसीज बैंक
For INDIAN OVERSEAS BANK

P. SUBBA RAO
S-2537

वरिष्ठ प्रबंधक/Senior Manager
पुनर्मुख P. SUBBA RAO T. BR. 722

कृते इण्डियन ऑफरसीज बैंक
For INDIAN OVERSEAS BANK

जहा. मुख्य प्रबंधक/Asst. General Manager
दुर्गा स्ट्रीट पुणे CANTT. BRANCH

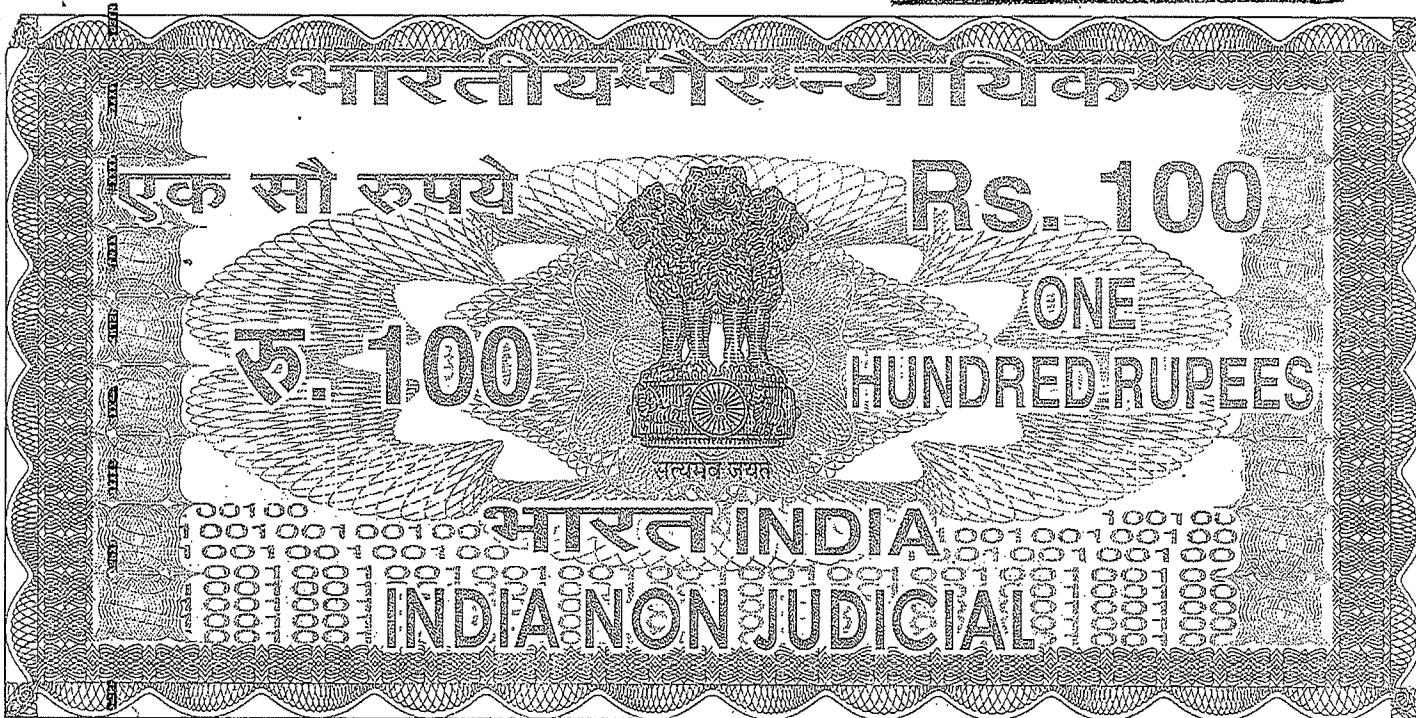


Dr. Kumar
2-1752
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BANK GUARANTEE NO.

LG/T22/1031/2015 Date 25/10/15



महाराष्ट्र MAHARASHTRA

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1990 4/2 FEB 2015 100/-

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दसवां प्रकार

दसवां दिवारी करारार आवेदन का? शेष/नाही

दिवारीचे प्रोटोकॉल प्रकार

दुसरा विकास केन्द्राचे मानव

परिवर्तनाची पत्रा

दुसरा विकास केन्द्र

दुसरे वाचवा प्रकार

दुसरा विकास/दुसरे विकासाची सर्वी

ज्ञान विकासाची दुसरं दुसरी विकास सर्वी

ज्ञान विकासाची दुसरं दुसरी विकास सर्वी

H.K.Chawda/Hadapsar Pune

Pune

ताता इ. कन्दुरे

परिवार क्र. ID 2201128

ए-१४, विजयनगर, बांगलोर शहर, पुणे - ५

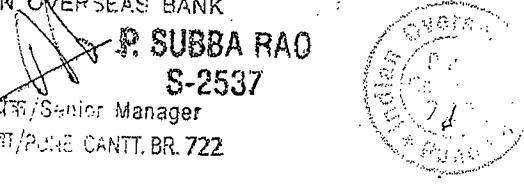


11 FEB 2015

Dear Sirs,

- In consideration of the Power Grid Corporation of India Limited, (hereinafter referred to as the "POWERGRID", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having assigned by CERC to process LTA applications as per CERC Regulations, 2009 for "Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission System" and Suzlon Power Infrastructure Limited, who has applied for long term access (LTA), with its registered office at 4A, 4th Floor, 723, Thirumalai Towers, Upstairs of HDFC Bank, Avinashi Road, Coimbatore-641018 and a corporate office at One Earth, Hadapsar, Pune-411028 and a subsidiary of Suzlon Energy Limited (hereinafter referred to as the "LTA Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns).

For INDIAN OVERSEAS BANK

P. SUBBA RAO
S-2537वरिष्ठ प्रबंधक/Senior Manager
पुणे कैट शास्त्री/PUNE CANTT. BR. 722सहा. मुख्य प्रबंधक/Asst. General Manager
पुणे कैट शास्त्री/PUNE CANTT. BRANCH

Continued

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BANK GUARANTEE NO.LG/722/103/2015 Date 25/04/15

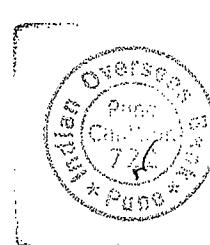
2. WHEREAS it has been agreed by the LTA Applicant that in case of failure / delay in abiding various terms and conditions required as per CERC Regulations, 2009 on the subject, POWERGRID shall have the right to collect at the rate of Rs.10,000/- (Rupees Ten Thousand Only) per MW for total scheduled injection by the LTA Applicant.
3. AND WHEREAS as per the CERC Regulations, 2009, LTA Applicant is required to furnish a Bank Guarantee for a sum of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only) as a security for fulfilling its commitments to POWERGRID as stipulated under Clause 12(4) of the aforesaid Regulations.
4. We, Indian Overseas Bank, having its head office at Central Office at 763, Anna Salai, Chennai 600 002 and among other places a branch office at 7, M G road, "Wonderland", Pune 411 001 Known as Pune Cantonment Branch (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the POWERGRID on demand any and all monies payable by the LTA Applicant to the extent of Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only), as aforesaid at any time up to 31st March 2016 without any demur, reservation, context, recourse or protest and / or without any reference to the LTA Applicant.
5. Any such demand made by the POWERGRID on the Bank shall be conclusive and binding notwithstanding any difference between the POWERGRID and the LTA Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges this Guarantee.
6. The POWERGRID shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the obligations under the said Agreement by the LTA Applicant. The POWERGRID shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the LTA Applicant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the POWERGRID and the LTA Applicant or any other course or remedy or security available to the POWERGRID. The Bank shall not be released of its obligations under these presents by any exercise by the POWERGRID of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the POWERGRID or any other indulgences shown by the POWERGRID or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
7. The Bank also agrees that the POWERGRID at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTA Applicant and notwithstanding any security or other guarantee the POWERGRID may have in relation to the LTA Applicant's liabilities.

कृते इण्डियन ओवरसीज बैंक
For INDIAN OVERSEAS BANK

वरिष्ठ प्रबंधक/Senior Manager
पुना कैट शाखा/PUNE CANTT. BR. 722

P. SUBBA RAO

S-2527



कृते इण्डियन ओवरसीज बैंक
For INDIAN OVERSEAS BANK

राजा विजय राज/Assistant General Manager
PUNE CANTT. BRANCH

Concordia

BANK GUARANTEE NO.

LG/722/103/2015 Date 25/04/15

8. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.7,50,000/- (Rupees Seven Lacs Fifty Thousand Only) and it shall remain in force up to and including 31st March 2016 and shall be extended from time to time for such period (not exceeding one year), as may be desired by Suzlon Power Infrastructure Limited on whose behalf this Guarantee has been given.

Dated this 25th day of APRIL 2015 at PUNE.

For Indian Overseas Bank

Authorised Signatory

WITNESSES:

(Name & Signature)

कृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

वरिष्ठ प्रबंधक/Senior Manager
पुणे कैट शाखा/PUNE CANTT. BR. 722
S. SUBBA RAO
62537



Authorised Signatory

कृते इण्डियन ऑवरसीज बैंक
For INDIAN OVERSEAS BANK

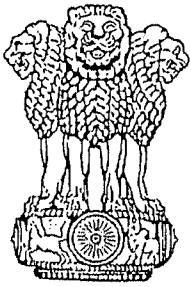
सहाय्य प्रबंधक/Asst. General Manager
पुणे कैट शाखा/PUNE CANTT. BRANCH

(Name & Signature)

Antala Bagal
(True copy)

ANNEXURE - P-8

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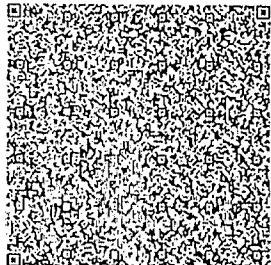
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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|---------------------------|---|--------------------------------------|
| Certificate No. | : | IN-DL923918190535580 |
| Certificate Issued Date | : | 06-Sep-2016 10:48 AM |
| Account Reference | : | IMPACC (IV)/ dl854603/ DELHI/ DL-DLH |
| Unique Doc. Reference | : | SUBIN-DLL854603845319045538700 |
| Purchased by | : | POWER GRID CORPORATION OF INDIA LTD |
| Description of Document | : | Article 5 General Agreement |
| Property Description | : | Not Applicable |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | POWER GRID CORPORATION OF INDIA LTD |
| Second Party | : | Not Applicable |
| Stamp Duty Paid By | : | POWER GRID CORPORATION OF INDIA LTD |
| Stamp Duty Amount(Rs.) | : | 100 (One Hundred only) |



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AGREEMENT

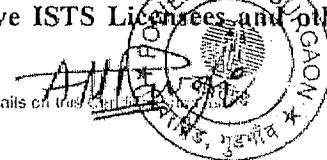
This Agreement is made on this 28 day of Sept, 2016, by and between the persons whose names and registered offices are set out in Schedule I including their successors and permitted assigns.

WHEREAS

- A. The Central Electricity Regulatory Commission (CERC) in exercise of the powers conferred under section 178 read with Part V of the Electricity Act, 2003 (36 of 2003), has issued regulations for Sharing of Inter State Transmission Charges and Losses in June, 2010 (hereinafter referred to as "Sharing Regulations"), pursuant to which the Central Transmission Utility (CTU) is entering into this Transmission Service Agreement (TSA) with all the ISTS Licensees, Deemed ISTS Licensees , other non-ISTS Licensees whose assets have been certified as being used for interstate transmission by the RPCs. and the Designated ISTS Customers (DICs) to govern the provision of inter-State transmission services including sharing of transmission charges and losses amongst the DICs, and disbursing the transmission charges collected by the CTU to respective ISTS Licensees and other non-ISTS Licensees as per the Revenue Sharing Agreement (RSA);

Statutory Alert:

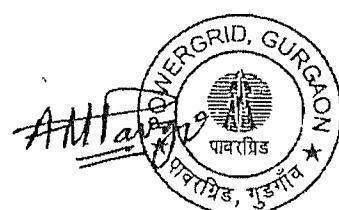
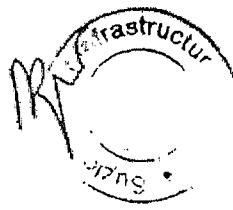
1. The authenticity of this Stamp Certificate should be verified at www.snclestamp.com. Any discrepancy in the details on this stamp certificate available on the website should be valid.
2. The onus of checking the legitimacy of the terms of the certificate.
3. In case of any discrepancy please file a complaint with the Competent Authority.



Mukesh Bafna
(True COPY)

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- B. This Transmission Service Agreement shall be the Model Transmission Service Agreement and shall mandatorily apply to all the DICs and ISTS Licensees. Signing of this Transmission Service Agreement shall not be a pre-condition for construction of new network elements by the CTU and ISTS Licensees, where such network construction is undertaken after due approval of the Commission;
- C. This Transmission Service Agreement may be amended from time to time by the parties to the said agreement consistent with the provisions of the Sharing Regulations or as may be directed by the Commission from time to time;
- D. The development of an ISTS Scheme including any scheme which is under construction would continue to be governed in accordance with the Indemnification Agreement or Bulk Power Transmission Agreement or Transmission Service Agreement or any such agreement, as entered into between the concerned ISTS Licensee and the concerned DIC (s)/erstwhile beneficiaries to the extent relevant to the development, construction and commissioning of the elements referred therein till such time the said element is for commercial operation and actually brought into the operations, post which the terms and conditions of this TSA would come into force;
- E. The persons listed in Schedule - I are parties to this Transmission Service Agreement. Other existing/new DIC or ISTS Licensee, for the purpose of availing or providing inter-State transmission services, as the case may be, shall also enter into a TSA or a Supplementary Agreement pursuant to this Transmission Service Agreement, thereby binding itself to this Agreement;
- F. All the invoices pertaining to provision of ISTS services for the period up to the Effective Date (including any arrears thereof) would be raised and realized directly by the ISTS Licensee from its beneficiaries, as per their earlier arrangements. Any fund arising out of various indemnification or Liquidated damages provisions contained in existing agreement such as TSA for Competitive bidding projects, BPTA with LTA customers, Indemnification agreement between generator and CTU etc prior to Commercial Date of Operation(COD) shall not be covered in this agreement and would continue to be settled among parties in terms of those agreements.



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Articles

1.0 Definitions and Interpretations

1.1 Definitions

Unless the context otherwise requires the words/ expressions when used in this Agreement shall have the respective meanings as specified below:

“Act” means the Electricity Act, 2003 (36 of 2003) and any subsequent amendment made thereto;

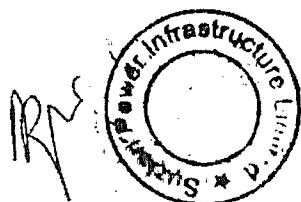
Application Period”, “Approved Injection”, “Approved Additional Medium Term Injection”, “Approved Short Term Injection”, “Approved Withdrawal”, “Approved Additional Medium Term Withdrawal”, “Approved Short Term Withdrawal”, “Deemed Inter State Transmission System” or “Deemed ISTS”, “Designated ISTS Customers” or “DICs”, “Grid Code” “Implementing Agency”, “Inter-State Generating Station”, “Loss Allocation Factor”, “Point of Connection (PoC) Charging Method”, “Point of Connection Transmission Charges” or “PoC Charges”, and “Yearly Transmission Charge” or “YTC” shall have the meaning, as defined in the Sharing Regulations; and any amendments made thereof;

“Availability” means the availability of the transmission system calculated in accordance with CERC (Terms and Conditions of Tariff) Regulations, 2014 as amended from time to time and any subsequent enactment thereof.

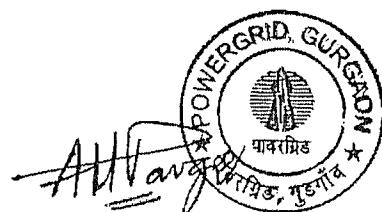
“CEA” means the Central Electricity Authority constituted under Section 70 of the Electricity Act, 2003;

“CERC” or “Commission” means the Central Electricity Regulatory Commission constituted under Section-76 of the Electricity Act, 2003;

“Central Transmission Utility” or “CTU” means the utility notified by the Central Government under Section 38 of the Electricity Act, 2003;



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"Change in law" shall have the meaning as ascribed in Article 15.0 of this Agreement;
"Competent Court of Law" means the Supreme Court or any High Court, or any tribunal or any similar judicial or quasi-judicial body in India adjudicate upon issues arising out of the implementation of the agreement ;

"Consultation Period" means the period of sixty (60) days or such longer period as the concerned DIC and CTU or the concerned ISTS Licensee and CTU, depending upon the case, may agree, commencing from the date of issue of notice, as provided in Article 16.0 of this Agreement, for consultation to mitigate the consequence of the relevant event having regard to all the circumstances;

"Date of commercial operation" or **"COD"** shall have the meaning as defined in Regulation 3(12) of the CERC (Terms and Conditions of Tariff) Regulations, 2014 and amended from time to time and any subsequent enactment thereof ;

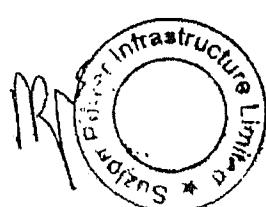
"Due Date" means, in relation to any bill the thirtieth day from the date which such bill is raised and published on the website of CTU for payment by the DIC;

"Effective Date" shall have the meaning as ascribed thereto in Article 3 of this Agreement;

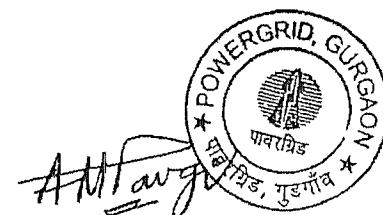
"Element" means each Transmission Line or each circuit of the Transmission Lines (where there are more than one circuit) or each bay of Sub-station or switching station or HVDC terminal or inverter station including ICTs, Reactors, SVC, FSC etc. forming part of the ISTS, which is owned, operated and maintained by the concerned ISTS Licensee;

"Financing Agreements" means the agreements pursuant to which the concerned ISTS Licensee is to finance its part of the ISTS including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the DICs;

"Force Majeure" and **"Force Majeure Event"** shall have the meaning as assigned in Article 14.0 of this agreement;



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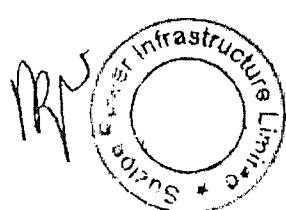
"Indian Governmental Instrumentality" means Government of India, Government of any State in India or any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or Appropriate Commission or Tribunal or Judicial or quasi-Judicial body in India but excluding Transmission Service Provider and DIC;

"Letter of Credit" or **"LC"** means a confirmed unconditional, irrevocable, revolving Letter of Credit opened by a DIC in favour of the CTU with any scheduled bank;

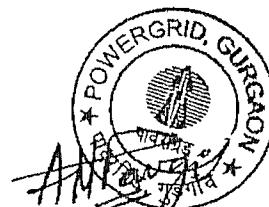
"Lenders" means the banks, financial institutions, multilateral funding agencies, non banking financial companies registered with the Reserve Bank of India (RBI); insurance companies which are registered with Insurance Regulatory and Development Authority (IRDA); pension funds regulated by Pension Fund Regulatory and Development Authority (PFRDA); mutual funds registered with Securities and Exchange Board of India (SEBI), etc., including their successors and assigns, who have agreed on or before COD of the concerned Element to provide the concerned ISTS Licensee with senior debt financing, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

Provided that, such assignment or transfer shall not relieve the concerned ISTS Licensee of its obligations to the DICs under this Agreement in any manner and shall also does not lead to an increase in the liability of any of the DICs;

"Lenders Representative" means the person notified by the Lenders in writing as being the representative of the Lenders and such person may from time to time be replaced by the Lenders pursuant to the Financing Agreements by written notice to the concerned ISTS Licensee;



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"Monthly Transmission Charge" means the transmission charges (inclusive of incentives) payable for each calendar month as determined in accordance with the CERC (Terms and Conditions of Tariff) Regulations, 2014 as amended from time to time and subsequent amendment thereof or the transmission charges arrived through competitive bidding as adopted by the Appropriate Commission under Section 63 of the Act;

"Party" means a signatory to this Agreement, which shall be CTU or a DIC or an ISTS Licensee, and **"Parties"** means a joint reference to all the signatories to this Agreement, which shall be CTU, all the DICs and all the ISTS Licensees;

"Prudent Utility Practices" mean the practices, methods and standards that are generally accepted internationally from time to time by electric transmission utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the transmission system and which practices, methods and standards shall be adjusted as necessary, to take account of:

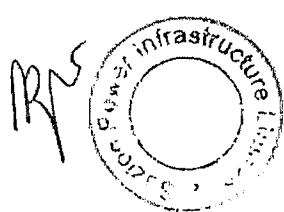
- a. operation, repair and maintenance guidelines given by the manufacturers,
- b. the requirements of Law, and
- c. the physical conditions at the Site
- d. the safety of operating personnel and human beings

"Site" in relation to a substation, switching station or HVDC terminal or inverter station, means the land and other places upon which such station / terminal is established;

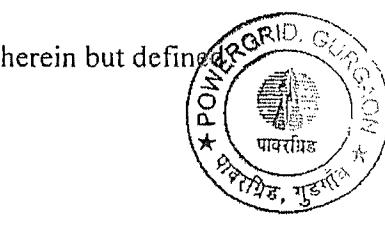
"Transmission Service Agreement" or **"this Agreement"** or **"TSA"** means this agreement together with the Schedules, Annexure, and Documents referred to herein, as amended or modified from time to time;

"Working Day" means any day except Saturday, Sunday and statutory holiday.

Words and expressions used in this Agreement and not defined herein but defined



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in the Act or Regulations made by the Commission, shall have the meanings assigned to them respectively in the Act, and Regulations made by the Commission from time to time and General Clause Act failing which it shall bear the ordinary English meaning.

1.2 Interpretations

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

“**Agreement**” shall be construed as including a reference to its Schedules, Annexures and Documents;

“**Rupee**”, “**Rupees**” and “₹” denotes lawful currency of India;

“**Crore**” means a reference to ten million (10,000,000) and a “**Lakh**” means a reference to one tenth of a million (1,00,000);

“**encumbrance**” means 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;

“**indebtedness**” means to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

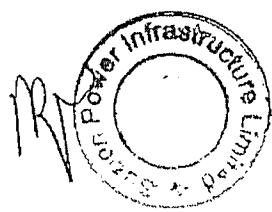
“**person**” shall have the same meaning as defined in Section 2 (49) of the Act;

“**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganization**” shall have the same meaning as defined in the Companies Act, 1956 ;

1.2.1 Words importing the singular shall include the plural and vice versa.

1.2.2 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.

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



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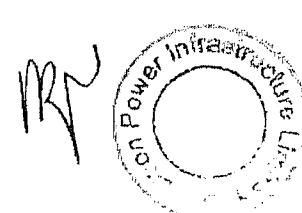
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- 1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other 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.
- 1.2.6 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.
- 1.2.7 Any interest 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.
- 1.2.8 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.

2.0 Parties to the Agreement

2.1 Existing Designated ISTS Customers (DICs) & ISTS Licensees

- 2.1.1 The DICs and ISTS Licensees, as mentioned in **Schedule - I**, enter into this Agreement and bind themselves to the terms of this Agreement as on the date of Sharing Regulations coming into force.
- 2.1.2 In the event of any conflict between the existing Bulk Power Transmission Agreements (BPTA) or Transmission Service Agreement (TSA) and this Agreement, the terms of this Agreement shall supersede, as far as the sharing of transmission charges are concerned.
- 2.1.3 An ISGS who is not a signatory to a BPTA or TSA too enter into this Agreement and bind itself to the terms of this Agreement
- 2.1.4 Non-ISTS Licensees whose assets have been certified as being used for inter-



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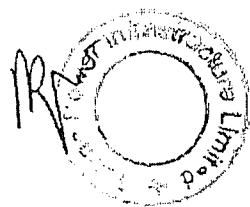
State transmission by the RPCs.

2.2 New Designated ISTS Customers (DICs) & ISTS Licensees

- 2.2.1 This Agreement shall be signed by all new DICs intending to connect to and/or use the ISTS.
- 2.2.2 This Agreement shall be signed by all new ISTS Licensees intending to provide ISTS services and to develop and maintain any part of the ISTS network.
- 2.2.3 Any new DIC or ISTS Licensee shall become a party to this Agreement subject to and in accordance with the provisions of this Agreement by execution of Supplementary Agreement, as annexed at Annexure - A, by such DIC or ISTS Licensee and the CTU.
- 2.2.4 Each Party hereby irrevocably and unconditionally authorizes CTU to execute on behalf of such Party any Supplementary Agreement duly executed by the new DIC or ISTS Licensee, as the case may be, and to thereby admit the new DIC or ISTS Licensee, as the case may be, as a Party to this Agreement. Agreements as such executed, shall be deemed to have been signed by all the existing parties of the TSA. A copy of such Supplementary Agreement shall be sent by the CTU to all the ISTS Licensees and DICs.
- 2.2.5 Upon execution of the Supplementary Agreement by both CTU and the new DIC or ISTS Licensee in accordance with Article 2.2.4 of this Agreement, the new DIC or ISTS Licensee shall become a Party to this Agreement.
- 2.3 Owners of new Non-ISTS assets as and when certified by RPCs for carrying Inter State Power and owners of deemed ISTS shall be considered deemed signatories to this Agreement and therefore all such rights and obligations, as applicable to ISTS Licensees shall be applicable to them.

3.0 Effectiveness of the Agreement

- 3.1 For the existing DICs and ISTS Licensees, this Agreement shall be effective from the date, as notified under Sharing Regulations or as notified by the Commission.



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- 3.2 Any new DICs or new ISTS Licensees shall be Party to this Agreement from the date of signing of the TSA or Supplementary Agreement, as executed between the CTU and the new DIC or ISTS Licensee, as the case may be.
- 3.3 For the owners of RPC certified lines, this Agreement shall be effective from the date of such approval by RPC and inclusion of these assets in the calculation of Point of Connection (PoC) charges.
- 3.4 From the Effective Date, each Party undertakes to each other Party to comply with and to perform its obligations in accordance with and subject to this Agreement.
- 3.5 This agreement shall deemed to have come into force w.e.f. the date(s) as mentioned at Article 3.1, 3.2 and 3.3. above and shall, without prejudice to the provisions under Article 16, remain operative till the same is renewed/replaced/modified.

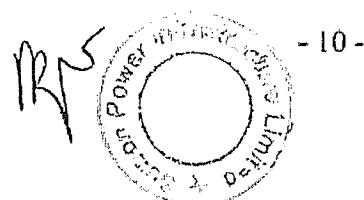
4.0 Description of inter-State Transmission System (ISTS)

4.1 Existing ISTS

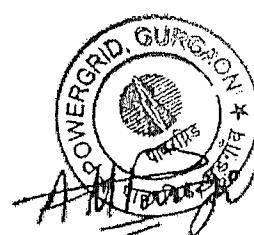
- 4.1.1 The list of ISTS presently owned, operated and maintained by ISTS Licensees in the country is detailed in **Schedule - II**.

4.2 Deemed ISTS

- 4.2.1 The provisions of this Agreement shall be applicable to Deemed ISTS, as detailed in **Schedule - II**.
- 4.2.2 Any additions/ deletions to the existing list as certified by the RPCs and approved by the Commission shall be intimated to the DICs by the Regional Power Committee (RPC). Such modifications shall form part of **Schedule - II** of this Agreement and shall be governed by the terms and conditions contained herein.



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4.3 New ISTS Schemes

- 4.3.1 New ISTS Schemes shall be as identified in consultation with the stakeholders, by CEA and CTU.
- 4.3.2 Any element that may be added to the ISTS detailed in Article 4.1.1 and declared for commercial operation by the concerned ISTS Licensee will be intimated to the DICs by the ISTS Licensee or the CTU, as and when these are declared under commercial operation. Such addition shall form a part of Schedule - II of this Agreement and shall be governed by the terms and conditions as contained herein.
- 4.3.3 CTU shall notify all the ISTS Licensees and the DICs, as and when such element, as mentioned in Article 4.3.2 comes into operation.

5.0 Operation and Maintenance of the ISTS

5.1 Operation and Maintenance of the ISTS

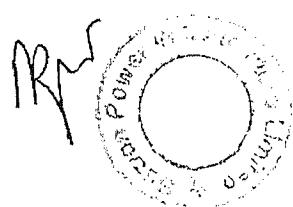
- 5.1.1 The ISTS Licensees shall be responsible for ensuring that the ISTS is operated and maintained in accordance with the regulations made by the Commission and CEA from time to time and the provisions of the Act.

6.0 Availability of the ISTS Scheme

6.1 Calculation of Availability of the ISTS Scheme/ Element:

The calculation of Availability for the elements and for the ISTS Scheme, as the case may be, shall be as per the CERC (Terms and Conditions of Tariff) Regulations, 2014 as may be amended from time to time and any subsequent enactment thereof.

- 6.2 The Target Availability of the ISTS Scheme shall be as per the norms mentioned in CERC (Terms and Conditions of Tariff) Regulations, 2014 as amended from time to time and any subsequent enactment thereof.



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7.0 Declaration and Approval of Contracted Capacity at each node or aggregation of nodes in the ISTS for each Designated ISTS Customer (DIC)

7.1 The declaration and approval of the contracted capacity at each node or aggregation of the nodes in the ISTS for each DIC shall be as per the Sharing Regulations.

8.0 Sharing of Transmission Charges

8.1 The methodology for PoC charges calculation shall be as per Sharing Regulations, and any subsequent amendment made thereto.

8.2 All the DICs agree to pay the PoC charges as calculated by the Implementing Agency.

8.3 Point of Connection (PoC) Charges for Long Term Access, Medium Term Open Access and Short Term Open Access

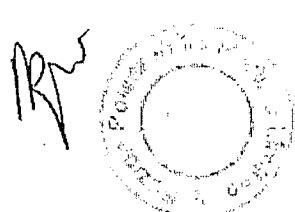
8.3.1 There shall be no differentiation in PoC charges, as determined by the Implementing Agency for the Application Period, among the long-term access, medium-term open access and short-term open access to the ISTS.

8.4 Computation of PoC Charges

8.4.1 The computation of PoC charges shall be as per the Sharing Regulations and any subsequent amendment made thereto.

9.0 Sharing of Other Charges

9.1 Other charges such as license fee, petition filing fee, publication expenses, ULDC charges for non-POSOCO assets, charges for communication systems, EMSS/SCADA charges etc. which are approved by the Commission shall be billed separately by CTU and paid by the respective beneficiaries/DICs as per the terms and conditions specified in the relevant notification(s)/Order(s) issued by the Commission from time to time.



- 9.2 Any other charges arising out of any adjustments (other than those covered under bill 3), reconciliation etc. shall be billed by CTU and paid to by the respective DICs. The bills shall be raised as and when required.

10.0 Transmission Losses

- 10.1 The total transmission losses of the ISTS shall be allocated amongst the DICs in accordance with the Sharing Regulations and any subsequent amendments made thereto.
- 10.2 All the DICs agree to share the transmission losses as calculated by the Implementing Agency.

11.0 Metering and Accounting

11.1 Metering

- 11.1.1 The installation, operation, maintenance and testing of the Special Energy Meters (SEMs) shall be in accordance with the CEA (Installation and Operations of Meters) Regulations and any subsequent amendments made thereto.
- 11.1.2 The responsibility for downloading and onward transmission of the metered data of the (SEMs) from the pre-identified locations shall be as per the Grid Code and any subsequent amendments made thereto.

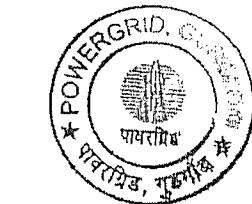
11.2 Accounting of PoC Charges

11.2.1 Regional Transmission Accounts

- 11.2.1.1 The Regional Power Committee (RPC) shall issue the Regional Transmission Accounts on the first (1st) Working Day of the month as per the Sharing Regulations, for the previous month to all the DICs, CTU and ISTS Licensees.

11.2.2 Regional Transmission Deviation Accounts

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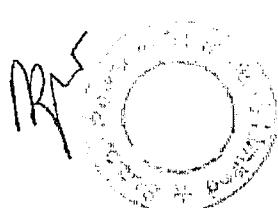
11.2.2.1 The RPC shall issue the Regional Transmission Deviation Accounts by fifteenth (15th) day of the month in accordance with the Sharing Regulations.

12.0 Billing, Collection and Disbursement of Transmission Charges

- 12.1 The DICs and the ISTS Licensees shall abide by the detailed "Billing, Collection and Disbursement Procedure" of CTU, as approved by the Commission and such "Billing Collection and Disbursement Procedure" shall be construed, as part of this Agreement.
- 12.2 The CTU shall raise bills, collect and disburse in accordance with the detailed "Billing, Collection and Disbursement Procedure".
- 12.3 Each DIC unequivocally agrees to allow CTU to enforce recovery of payment through Letter of Credit on behalf of all the ISTS Licensees in the event of default in payment by the DIC, in accordance with the detailed "Billing, Collection and Disbursement Procedure".
- 12.4 The DICs also agree and empower the CTU to undertake Regulation of Power Supply, to recover charges under the provisions of CERC (Regulation of Power Supply) Regulations, 2010 and any amendments thereof.
- 12.5 If payment by a DIC against any invoice raised under Billing, Collection and Disbursement procedure is outstanding beyond thirty (30) days after the due date or in case the required Letter of credit or any other agreed payment security mechanism is not maintained by the DIC, the CTU is empowered to undertake Regulation of Power Supply on behalf of all the ISTS Licencees so as to recover charges under the provisions of CERC (Regulation of Power Supply) Regulations, 2010 and any amendments thereof.

12.6 Payment by DICs

- 12.6.1 Payment by DICs to the CTU shall be executed through RTGS in accordance with the "Billing, Collection and Disbursement Procedure".



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13.0 Disbursement by CTU to ISTS Licensees

- 13.1 As per the Revenue Sharing Agreement entered into between the CTU and ISTS Licensees, the CTU shall collect PoC charges and thereafter distribute the same to ISTS Licensees in accordance with the detailed "Billing, Collection and Disbursement Procedure".
- 13.2 Delayed payment or partial payment or non-payment of transmission charges in a month by any DIC shall result in pro-rata reduction in the payouts to all the ISTS Licensees and owners of Deemed ISTS.

13.3 Payment by CTU

- 13.3.1 Payment by CTU to all the ISTS Licensees and owners of Deemed ISTS, whose charges have been considered while arriving at PoC, shall be executed through RTGS in accordance with the terms of Revenue Sharing Agreement entered into by and between the CTU and ISTS Licensees.

14.0 Force Majeure

The following terms shall have the meanings given hereunder.

- 14.1 An 'Affected Party' means any of the DICs or the ISTS Licensees whose performance has been adversely affected by an event of Force Majeure.
- 14.2 A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those 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 or complied with Prudent Utility Practices:



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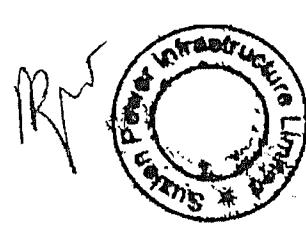
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14.2.1 Natural Force Majeure Events

- (a) Act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years,

14.2.2 Non-Natural Force Majeure Events:

- (a) Direct Non-Natural Force Majeure Events
 - (i) Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of any Affected party; or
 - (ii) the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by an Affected party to perform its obligations under this Agreement, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or
 - (iii) any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Affected party, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down
- (b) Indirect Non - Natural Force Majeure Events
 - (i) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
 - (ii) radio active contamination or ionising radiation originating from a



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source in India or resulting from any other Indirect Non Natural 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 Site by the Affected Party or those employed or engaged by the Affected Party; or

- (iii) industry wide strikes and labour disturbances, having a nationwide impact in India

14.3 Force Majeure Exclusions

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

14.3.2 Delay in the performance of any Contractors or their agents

14.3.3 Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment

14.3.4 Strikes or labour disturbance at the facilities of the Affected Party

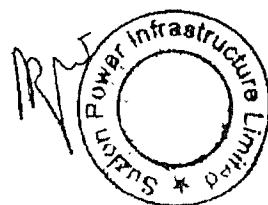
14.3.5 Insufficiency of finances or funds or the Agreement becoming onerous to perform; and

14.3.6 Non-performance caused by, or connected with, the Affected Party's:

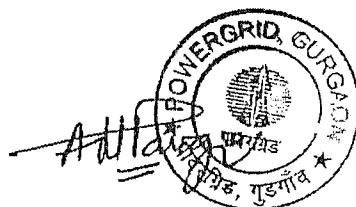
- (a) negligent or intentional acts, errors or omissions;
- (b) failure to comply with an Indian Law; or
- (c) breach of, or default under this Agreement

14.4 Notification of Force Majeure Event

14.4.1 The Affected Party shall give notice to the other Party and the CTU of any event



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of Force Majeure as soon as 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 practicable after reinstatement of communications, but not later than one (1) working 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 and the CTU regular reports on the progress of those remedial measures and such other information as the other Party and the CTU may reasonably request about the Force Majeure.

14.4.2 The Affected Party shall give notice to the other Party and the CTU 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.

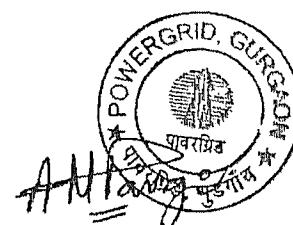
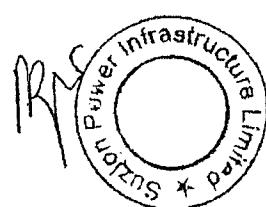
14.5 Duty to perform and duty to mitigate

14.5.1 To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations as provided in this Agreement. The Affected Party shall use its efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

14.6 Available Relief for a Force Majeure Event

14.6.1 Subject to this Article 14

14.6.1.1 The Affected Party shall not be in breach of its obligations pursuant to this



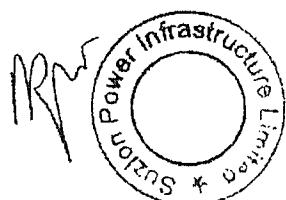
Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

- 14.6.1.2 Each DIC or ISTS Licensee shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations under this Agreement;
- 14.6.1.3 It is clarified that the computation of Availability under outage due to Force Majeure Event shall be in accordance with the CERC (Terms and Conditions of Tariff) Regulations, 2014 as amended from time to time and any subsequent enactment thereof.

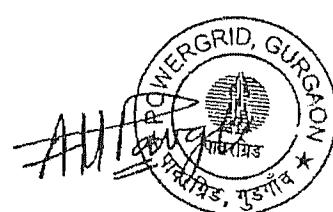
15.0 Change in Law

15.1 Change in Law

- 15.1.1 Change in Law means the occurrence of any of the following after the Effective Date, resulting into any addition/ reduction in the Monthly Transmission Charges, as determined or adopted by the Commission.
- 15.1.2 the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- 15.1.3 a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- 15.1.4 the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- 15.1.5 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;
- 15.1.6 any change in tax or introduction of any tax made applicable for providing



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transmission service by the ISTS Licensee, as per the terms of this Agreement; and

- 15.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change on account of regulatory measures by the Appropriate Commissions.

15.3 Relief for Change in Law

- 15.3.1 Any adjustment in the Monthly Transmission Charges on account of Change in Law shall be determined and effective from such date, as decided by the Commission whose decision shall be final and binding on the Parties, subject to rights of appeal provided under applicable Law. Further, in case of ISTS systems awarded through competitive bidding process under section 63 of the Electricity Act, the reference date for determining the implications of Change in law shall be seven (7) days prior to the relevant bid due date for submission of tariff bid.

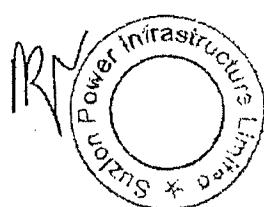
16.0 Events of Default and Termination

16.1 Event of Default of the ISTS Licensee

- 16.1.1 The occurrence and continuation of any of the following events shall constitute an ISTS Licensee Event of Default, unless any such ISTS Licensee Event of Default occurs as a result of the DIC Event of Default or a Force Majeure Event:

16.1.2 If the ISTS Licensee:

- 16.1.2.1 assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to its assets in contravention of the provisions of this Agreement.
- 16.1.2.2 transfers or novates any of its obligations pursuant to this Agreement, in a



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manner contrary to the provisions of this Agreement except where such transfer is in pursuance of a Law and

- (a) it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
- (b) is to a transferee who assumes such obligations under this Agreement remains effective with respect to the transferee.

16.1.3 If:

16.1.3.1 the ISTS Licensee becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or

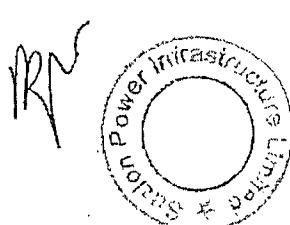
16.1.3.2 any winding up or bankruptcy or insolvency order is passed against the ISTS Licensee; or

16.1.3.3 the ISTS Licensee 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 Law,

Provided that a dissolution or liquidation of the ISTS Licensee will not be an ISTS Licensee Event of Default where such dissolution or liquidation of the ISTS Licensee is for the purpose of a merger, consolidation or reorganization with the approval of the CERC as per the provisions of CERC (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006, and any amendment made thereof; or

16.1.4 Revocation of the transmission license of the ISTS Licensee; or

16.1.5 The ISTS Licensee fails to achieve monthly target availability, as specified in CERC (Standards of performance of ISTS Licensees) Draft Regulations, 2010 (effective from the date of Notification of Final Regulations), for a period of six



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(6) consecutive months or for a non-consecutive period of six (6) months within any continuous aggregate period of eighteen (18) months except where the Availability is affected by Force Majeure Events as per Article 14; or

16.1.6 Any of the representations and warranties made by the ISTS Licensee in Article 19.2.1 of this Agreement being found to be untrue or inaccurate; or

16.1.7 The ISTS Licensee fails to comply with the prevailing regulations including the Indian Electricity Grid Code or is in material breach of this Agreement and such material breach is not rectified by the ISTS Licensee within thirty (30) days of receipt of notice in this regard from the concerned DIC or the CTU.

16.2 Event of Default of a DIC

16.2.1 The occurrence and continuation of any of the following events shall constitute a DIC Event of Default, unless any such DIC Event of Default occurs as a result of the ISTS Licensee Event of Default or a Force Majeure Event:

16.2.1.1 A DIC fails to comply with the prevailing regulations including the Indian Electricity Grid Code or is in material breach of this Agreement and such material breach is not rectified by the said DIC within thirty (30) days of receipt of notice in this regard from the concerned ISTS Licensee or the CTU;

16.2.1.2 Any of the representations and warranties made by the DIC in Article 19.1.1 of this Agreement being found to be untrue or inaccurate; or

16.2.1.3 If

(a) a DIC becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or

(b) any winding up or bankruptcy or insolvency order is passed against a DIC; or



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- (c) a DIC 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 Law,

Provided that it shall not constitute a DIC Event of Default where such dissolution or liquidation of such DIC 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, similar to such DIC and expressly assumes all obligations of such DIC under this Agreement and is in a position to perform them.

16.3 Cessation of ISTS Licensee being Party to this Agreement

16.3.1 Upon the occurrence and continuance of the ISTS Licensee Event of Default under Article 16.1, the CTU shall serve notice on the concerned ISTS Licensee, with a copy to the Commission, which shall specify in reasonable detail, the circumstances giving rise to such notice.

16.3.2 Following the issue of such notice, as mentioned in Article 16.3.1, the Consultation Period shall apply and CTU and the concerned ISTS Licensee 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.

16.3.3 During the Consultation Period, the ISTS Licensee shall, save as otherwise provided in this Agreement, continue to perform its obligations under this Agreement, and it shall not remove any material or equipment, without prior consent of the CTU.

16.3.4 Following the expiry of the Consultation Period, unless the CTU and the concerned ISTS Licensee shall have otherwise agreed to the contrary or the circumstances giving rise to such notice as mentioned in Article 16.3.1 shall have ceased to exist or shall have been remedied, the concerned ISTS Licensee shall cease to be a Party to this Agreement and the CTU shall issue a written notice ("Termination Notice") of thirty (30) days to this effect with a copy to the Commission and Implementing Agency. Unless the Lenders of the concerned ISTS Licensee have exercised their rights of substitution as per the



provisions of Article 17.3 of this Agreement and the Commission has agreed to such substitution rights of the Lenders or otherwise directed by the Commission, the concerned ISTS Licensee shall cease to be a Party to this Agreement on the date of expiry of the Termination Notice. Thereupon, the CTU shall approach the CERC seeking revocation of the transmission license as per the provisions of the Electricity Act, 2003.

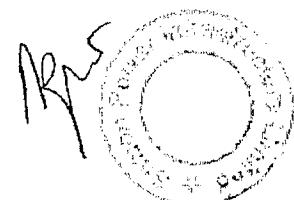
16.4 Cessation of DIC being Party to this Agreement

- 16.4.1 Upon the occurrence and continuance of a DIC Event of Default under Article 16.2, the CTU may serve notice on the concerned DIC, with a copy to the CERC, which shall specify in reasonable detail, the circumstances giving rise to such Notice.
- 16.4.2 Following the issue of such notice, as mentioned in Article 16.4.1, the Consultation Period shall apply and CTU and the concerned DIC 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.
- 16.4.3 During the Consultation Period, the DIC shall, save as otherwise provided in this Agreement, continue to perform its obligations under this Agreement.
- 16.4.4 Following the expiry of the Consultation Period, unless the CTU and the concerned DIC shall have otherwise agreed to the contrary or the circumstances giving rise to such notice as mentioned in Article 16.4.1 shall have ceased to exist or shall have been remedied, the concerned DIC shall cease to be a Party to this Agreement and the CTU shall issue a written notice ("Termination Notice") of thirty (30) days to this effect with a copy to the Commission and Implementing Agency. The concerned DIC shall cease to be a Party to this Agreement on the date of expiry of the Termination Notice

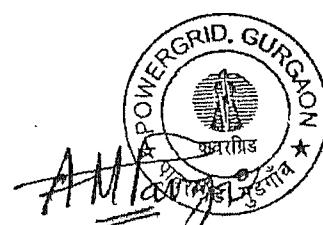
17.0 Assignments and Charges

17.1 Assignments

- 17.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and



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their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except as provided in Article 17.2.4.

17.2 Permitted Charges

17.2.1 Any ISTS Licensee shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement except as permitted in this Agreement.

17.2.2 Any ISTS Licensee may create any encumbrance over all or part of the receivables or its transmission assets in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements.

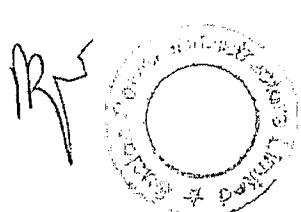
Provided that:

- (a) the Lenders or the Lenders' Representative on their behalf shall have entered into the Financing Agreements; and
- (b) any encumbrance granted by an ISTS Licensee in accordance with this Article 17.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the ISTS Licensee to release from such encumbrances upon payment by the ISTS Licensee to the Lenders of all amounts due under the Financing Agreements.

17.2.3 Article 17.2.1 does not apply to:

17.2.3.1 liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of provision of transmission services by an ISTS Licensee; or

17.2.3.2 pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of provision of transmission services for raising working capital loans by an ISTS Licensee; or



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- 17.2.3.3 security arising out of retention of title provisions in relation to goods acquired in the ordinary course of provision of transmission services by an ISTS Licensee.
- 17.2.4 Neither any ISTS Licensee nor any DIC can relinquish or transfer its rights and obligations, without prior approval of the Commission, save when such encumbrance is created under Clause 17.2.2.

17.3 Substitution Rights of the Lenders of ISTS Licensee

- 17.3.1 An ISTS Licensee shall operate and maintain its transmission assets under the provisions of its transmission license granted by the Commission and the provisions of this Agreement and can not assign the transmission license or transfer its transmission assets or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Commission.
- 17.3.2 However, in the case of default by the ISTS Licensee in debt repayments, the Commission may, on an application from the Lenders, assign the transmission license to the nominee of the Lenders subject to the fulfillment of the qualification requirements and provisions of the CERC (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, and any subsequent amendments made there to.

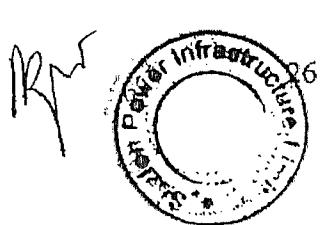
18.0 Governing Law and Dispute Resolution

18.1 Governing Law

- 18.1.1 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 under this Agreement shall be under the jurisdiction of appropriate courts in New Delhi.

18.2 Amicable Settlement:

- 18.2.1 A DIC, ISTS Licensee or CTU is entitled to raise any claim, dispute or



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difference of whatever nature arising under, out of or in connection with this Agreement by giving a written notice to the other Party, which shall contain:

- (a) a description of the Dispute;
- (b) the grounds for such Dispute; and
- (c) all written material in support of its claim.

18.2.2 The Party against which the Dispute has been raised ("Party in Dispute") shall, within thirty (30) days of issue of notice issued under Article 18.2.1, furnish:

- (a) counter-claim and defenses, if any, regarding the Dispute; and
- (b) all written material in support of its defenses and counter-claim.

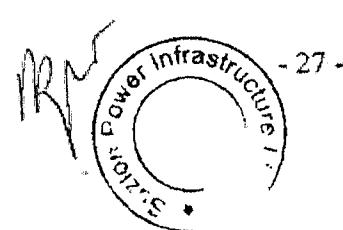
18.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 18.2.1 if the Party in Dispute does not furnish any counter claim or defense under Article 18.2.2, or thirty (30) days from the date of furnishing counter claims or defense by the other Party, both the Parties to the Dispute 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 18.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 18.3.

18.2.4 The CTU may involve the concerned ISTS Licensee or the concerned DIC in case the dispute is originated due to actions/ performance of such ISTS Licensee or DIC. The ISTS Licensees and the DICs are obligated to provide any support that the CTU may require in that regard.

18.3 Dispute Resolution

18.3.1 Where any Dispute arises from a claim made by any Party regarding any provisions of this Agreement, such Dispute shall be submitted for adjudication by the CERC.

18.3.2 The obligations of the DICs under this Agreement towards the CTU or ISTS Licensees shall not be affected in any manner by reason of inter-se disputes amongst the DICs or ISTS Licensees.



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18.3.3 Where any dispute is directed by CERC to be determined by Arbitration, the matter shall be determined by such persons as the CERC may nominate in that behalf on the application of the Party. In respect of all other purpose of the Arbitration proceeding, the provisions of Arbitration and Conciliation Act, 1996 shall be applicable.

18.3.3.1 The place of Arbitration shall be New Delhi. The language of the Arbitration shall be English.

18.3.3.2 Courts at New Delhi shall have exclusive jurisdiction.

18.4 Continuity in Performance of Obligations

18.4.1 Notwithstanding the existence of any Dispute and difference referred to the Commission or the Arbitration Tribunal, as provided in Article 18.3 and save as the Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Party who raised the Dispute pursuant to Article 18.2.1 and the Party in Dispute hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

19.0 Representations and Warranties

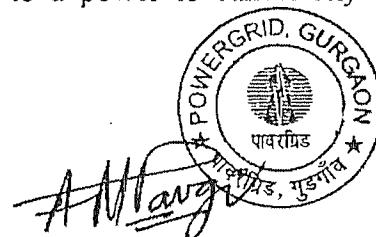
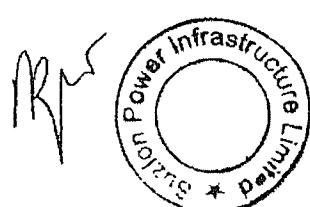
19.1 Representation and warranties of the DICs

19.1.1 Each DIC hereby represents and warrants to and agrees with the CTU and the ISTS Licensees as follows and acknowledges and confirms that the CTU and the ISTS Licensees are relying on such representations and warranties in connection with the transactions described in this Agreement:

19.1.1.1 It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

19.1.1.2 This Agreement is enforceable against the DIC in accordance with its terms;

19.1.1.3 The consummation of the transactions contemplated by this Agreement on the part of DIC will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any

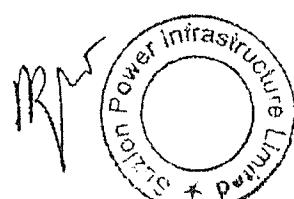


charter, mortgage, deed of trust or lien, lease, agreement, license permit, evidence of indebtedness, restriction, or other contract to which the DIC is a party or to which the DIC is bound, which violation, default or power has not been waived;

- 19.1.1.4 The DIC is not insolvent and no insolvency proceedings have been instituted, nor threatened in writing or pending by or against the DIC; and
- 19.1.1.5 There are no actions, suits, claims, proceedings or investigations pending or, to the best of the DIC's knowledge, threatened in writing against the DIC at law, in equity, or otherwise, and whether civil or criminal in nature before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially and adversely affect its ability to comply with its obligations under this Agreement.
- 19.1.2 Each of the DICs makes all the representations and warranties above to be valid as on the date of this Agreement.

19.2 Representation and warranties of the ISTS Licensees:

- 19.2.1 Each ISTS Licensee hereby represents and warrants to and agrees with the CTU and the DICs as follows and acknowledges and confirms that the DICs are relying on such representations and warranties in connection with the transactions described in this Agreement:
 - 19.2.1.1 It has all requisite powers and has been duly authorized to execute and consummate this Agreement;
 - 19.2.1.2 This Agreement is enforceable against the ISTS Licensee in accordance with its terms;
 - 19.2.1.3 The consummation of the transactions contemplated by this Agreement on the part of the ISTS Licensee will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any



- 29 -



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charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the ISTS Licensee is a party or to which the ISTS Licensee is bound which violation, default or power has not been waived;

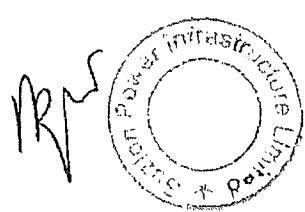
- 19.2.1.4 The ISTS Licensee is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the ISTS Licensee; and
- 19.2.1.5 There are no actions, suits, claims, proceedings or investigations pending or, to the best of the ISTS Licensee's knowledge, threatened in writing against the ISTS Licensee at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this Agreement.

19.2.2 Each of the ISTS Licensees makes all the representations and warranties above to be valid as on the date of this Agreement.

20.0 Indemnification

20.1 Indemnification by the DICs and ISTS Licensees

20.1.1 The DICs and ISTS Licensees agree to indemnify and hold the CTU harmless from and against any and all damages, losses, liabilities, obligations, claims of any kind including any tax liability, interest, cost, fee, or expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses"), suffered, incurred or paid, directly, as a result of, in connection with or arising out of exercise of CTU's obligations of billing and collection of transmission charges on behalf of ISTS Licensees pursuant to and in accordance with this Agreement.



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Amit Varma

20.2 Indemnity to Survive Termination

20.2.1 The obligations of the DICs and ISTS Licensees under Clause 20.0 shall survive the termination of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVE AS OF THE DATE AND PLACE AS HEREIN AFTER APPEARING

WITNESS:

For and on behalf of

Power Grid Corporation of India Ltd.

(Central Transmission Utility)

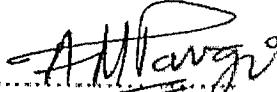
at Gurgaon on.....

Signature: 

Name: प्रह्लाद सारस्वत

Designation: उप महाप्रबंधक (कॉर्पोरेट)

Address: General Manager (Commercial)

Signature: 

Name:

आविनाश एम. पावगी / Avinash M. Pavgi

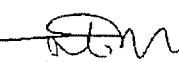
Designation: महाप्रबंधक (वाणिज्यिक)

Address: General Manager (Commercial)

पावर इंफ्रास्ट्रक्चर ऑफ इंडिया लिमिटेड
(नियंत्रित सरकार का उद्यम) / (A Govt. of India Enterprise)
Plot No.-2, Sector-29, Gurgaon-122 001 (Haryana)

For and on behalf of

M/s Suzlon Power Infrastructure Limited.

Signature: 

Name: N.C.M. Ravi

Designation: Addl. Director

Address:

Signature: 

Name: R AMAN

Designation: Head, Tamil Nadu & Kerala

Address: 104, Delta Wing

Rahayu Tower
177 Anna Salai
Chennai - 600 002

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Schedule - I1.1 **Parties to the Agreement:**

a.

| S. No. | Name | Category (ISGS/ STU/ SEB/ Bulk Consumer, etc) | Address of Registered Office | Telephone/ Mobile No./ e-mail/ FAX |
|--------|---|---|---|---|
| 1 | M/s Suzlon Power Infrastructure Ltd. CIN: U45203TZ2004 PLC011180 | Generator (Wind Farm) | <u>Reqd Office:</u> 4A, 4th Floor, 723, Thirumalai Towers, Upstairs of HDFC Bank, Avinashi Road Coimbatore- 641 018, | Contact Person:N. RAMANI Tel.:+91 44 66093001 Mob.: +91 9962391019/98410091019 Email:nramani@suzlon.com Fax No. : +914436802350 |
| 2 | Power Grid Corporation of India Ltd. CIN: L40101DL1989GOI038121 | CTU | B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 | Tel.-0124-2822816 Mob.-9910378086 Email- apavgi@powergridindia.com Fax-0124-2571989 |

b. **List of Designated ISTS Customers (DICs) who are also parties to this Agreement:**

List of DICs who have signed TSA are notified on the website of POWERGRID for the information of all concerned. The list shall be updated from time to time.

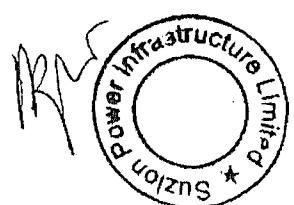
c. **List of ISTS Licensees who are also parties to this Agreement:**

List of ISTS Licensees who have signed TSA are notified on the website of POWERGRID for the information of all concerned. The list shall be updated from time to time.

d. **Non-ISTS Licensee whose assets have been certified as being used for inter-State transmission by the RPCs.**

Non-ISTS Licensee whose assets have been certified as being used for inter-State transmission by RPCs and who have signed TSA are notified on the website of POWERGRID for the information of all concerned. This list shall be updated from time to time.

NOTE : The above lists shall be updated on half-yearly basis.



Schedule - II**1.0 Description of Transmission System****1.1 Existing Transmission System**

The List of existing assets is displayed at the website of POWERGRID. This list gets updated on half yearly basis.

1.2 Deemed ISTS

List of assets owned by deemed ISTS is displayed at the website of POWERGRID. This list gets updated on half yearly basis at present.

1.3 ISTS Schemes under execution or New ISTS Schemes (to be inserted as and when developed)

A number of ISTS schemes are under execution and new ISTS schemes are under development stage, in line with the provisions of Regulation. On commissioning of such assets these will be included in the list of 1.1.



Anil Kumar Bajaj
(True Copy)

ANNEXURE - P-9

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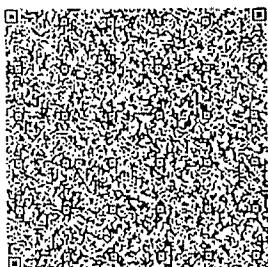
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

| | | |
|---------------------------|---|--------------------------------------|
| Certificate No. | : | IN-DL756585291450760 |
| Certificate Issued Date | : | 26-Jul-2016 11:33 AM |
| Account Reference | : | IMPACC (IV)/ dl854603/ DELHI/ DL-DLH |
| Unique Doc. Reference | : | SUBIN-DLL854603507556145313870 |
| Purchased by | : | POWER GRID CORPORATION OF INDIA LTD |
| Description of Document | : | Article 5 General Agreement |
| Property Description | : | Not Applicable |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | POWER GRID CORPORATION OF INDIA LTD |
| Second Party | : | Not Applicable |
| Stamp Duty Paid By | : | POWER GRID CORPORATION OF INDIA LTD |
| Stamp Duty Amount(Rs.) | : | 100 (One Hundred only) |



Please write or type below this line.....

**AGREEMENT FOR LONG TERM ACCESS WITH SYSTEM STRENGTHENING
BETWEEN
POWER GRID CORPORATION OF INDIA LIMITED
AND
SUZLON POWER INFRASTRUCTURE LIMITED
(Chandragiri Wind Farms, Tamil Nadu)**

This Long Term Access Agreement (hereinafter called 'LTAA'), entered into on the 28 day of Sept, Two Thousand Sixteen between Central Transmission Utility i.e. 'POWER GRID CORPORATION OF INDIA LIMITED', a company incorporated under the Companies Act, 1956, having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016 (hereinafter called either "CTU" or "POWERGRID", as the context may demand, which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

AND

Mr. D.P. Agrawal
Chairman & Managing Director
Power Infrastructure Limited
A company incorporated under the Companies Act, 1956
having its registered office at Plot No. 10, Sector 10, Noida-201301, Uttar Pradesh, India



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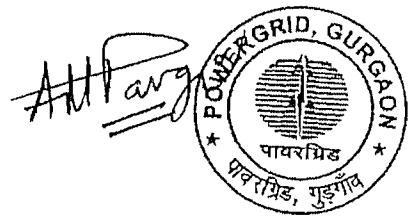
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M/s SUZLON POWER INFRASTRUCTURE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 4A, 4th Floor, 723, Thirumalai Towers, Upstairs of HDFC Bank, Avinashi Road Coimbatore- 641 018, India (hereinafter referred to as Long Term Customer or "LTC" or "SPIL", which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the second part.

- A) WHEREAS POWERGRID is a deemed ISTS licensee and has been mandated to undertake the functions of CTU as provided under the Electricity Act 2003.
- B) AND WHEREAS "SPIL" has applied vide its LTA application dated 27.4.2015 received on 27.04.2016 for grant of Long Term Access for **75MW** quantum of power from **Chandragiri Wind Farms** in Tamil Nadu SR and is desirous to avail Long Term Access to ISTS in accordance with Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 hereinafter referred to as " LT Access Regulations", & Procedures stipulated thereof for transmission of power as per their application.
- C) AND WHEREAS Long Term Access for **75MW** quantum of power has been granted vide CTU intimation letter ref. no. C/CTU-PIg/LTA/W/2016/SPIL-Chandragiri dated 29.07.2016; enclosed at **Attachment-1** to this Agreement. The Long Term Access for **75MW** quantum of power to be availed by "SPIL" is on target region basis (**40MW NR and 35MW NER**) as indicated in above mentioned intimation letter dated 29.07.2016. The dates, period and other conditions related to grant and Commencement of Long Term Access are contained in **Attachment-1** to this Agreement.
- D) AND WHEREAS the transmission system required for immediate evacuation (direct injection/drawl) of power from premises of LTC to the suitable points



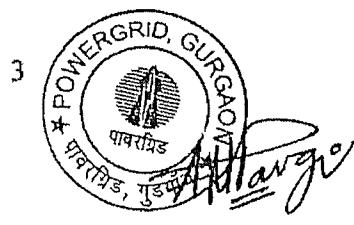
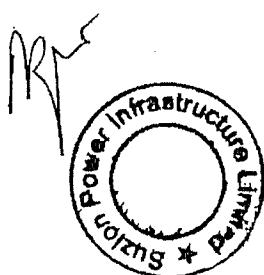
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ISTS has been finalized in accordance with the provisions of the Electricity Act, 2003 and is to be built, owned, operated & maintained by the POWERGRID as indicated in grant of LTA intimation letter issued by CTU vide ref. no. C/CTU-PIg/LTA/W/2016/SPIL-Chandragiri dated 29.07.2016 placed as **Attachment-1** to this Agreement.

- E) AND WHEREAS CERC has notified "Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations'2010, hereinafter called "Sharing Regulations". Accordingly, the determination and sharing of transmission charges and losses shall be as per the provisions of the same in accordance with the provisions in the Electricity Act, 2003 & relevant CERC Regulations.
- F) AND WHEREAS in accordance with LT Access Regulations and Procedures thereof and Electricity Act 2003, CTU has granted such Long Term Access from the date contained therein as mentioned in intimation No. C/CTU-PIg/LTA/W/2016/SPIL-Chandragiri dated 29.07.2016 issued by CTU vide letter ref: no. C/CTU-PIg/LTA/W/2016/SPIL-Chandragiri dated 29.07.2016 enclosed as **Attachment-1** to this agreement, subject to signing of LTA Agreement and Transmission Service Agreement (TSA) by "**SPIL**".
- G) AND WHEREAS the Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in Inter-State Transmission and related matters) Regulations, 2009 and the Detailed Procedures made therein shall be applicable including amendments made therein from time to time.
- H) AND WHEREAS LTC has agreed to share and pay all the applicable transmission charges of the entire transmission system from the date of Commencement of Long Term Access in accordance with the sharing



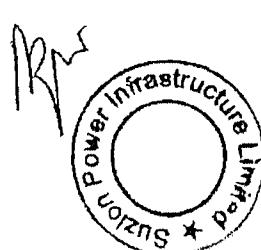
mechanism, as decided/ notified/ determined/ adopted by Central Electricity Regulatory Commission from time to time..

- I) AND WHEREAS LTC has also agreed to share and pay all the applicable transmission charges, as decided/ notified/ determined/ adopted by CERC from time to time, from the date of Commencement of Long Term Access of
 - i) entire Inter State Transmission System (ISTS)
 - ii) deemed ISTS, i.e. the Non-ISTS considered as ISTS prior to notification of Sharing Regulations,
 - iii) non-ISTS, as certified by the concerned RPC,
 - iv) non-POSOCO assets including metering & communication system of POWERGRID associated with ULDC and NLDC,
 - v) any additions/alterations/modifications in the above.
- J) AND WHEREAS it has become incumbent upon LTC and CTU to enter in to LTAA as envisaged under the "LT Access Regulation".
- K) AND WHEREAS, during the tenure of this agreement if any of the covenants and conditions recited in this agreement are found inconsistent with the provisions of the Electricity Act 2003, notifications/ guidelines/ codes/ rules/ regulations & amendments thereof from time to time, notwithstanding anything contained in the agreement referred to above, the said provisions shall prevail.

Now, therefore, in consideration of the above premises, it is hereby agreed by and between the parties as follows:

1.0

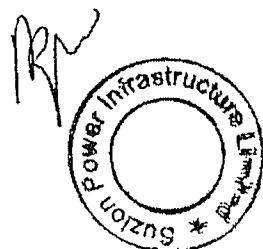
- (a) The LTC shall furnish a Bank Guarantee, as per format given by the CTU, from a bank for an amount of **Rs. 3.75 Crores (Rupees three crores**



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and seventy five lakhs only) as security mechanism for the transmission system to be built, owned and operated by ISTS licensee (the same being Rs. 5 Lakhs per MW, currently). The Bank Guarantee shall be issued by

- i) A Public Sector Bank, or
 - ii) Scheduled Bank operating in India having paid up capital (net of accumulated losses) of Rs.100 crore or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement, or
 - iii) Any foreign Bank or subsidiary of a bank with overall International corporate rating or rating of long term debt not less than A – (A minus) or equivalent by reputed rating agency.
- (b) The Bank Guarantee would be furnished in favour of POWERGRID within one (1) month time as specified as per Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 hereinafter referred to as " LT Access Regulations", from the signing of this Agreement, failing which the Long term access granted shall be treated as cancelled and fresh application would be required in case the applicant wants to apply for Long Term Access again.
- (c) the bank guarantee would be initially kept valid for a period of six months after the expected date of commissioning schedule of Wind generating station and dedicated transmission system or actual date of commissioning by 'LTC' whichever is later and the same is required to be extended from time to time until entire quantum of LTA becomes operational and due payment security mechanism are established by the 'LTC'. However bank

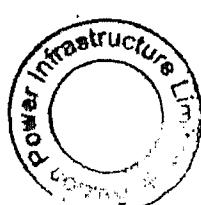


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guaranty shall be initially valid up to **31th March, 2019** as mentioned at **Attachment-1**.

- (d) Whereas, if the 'LTC' fails to construct the generating station/ dedicated transmission system/internal transmission system or makes an exit or abandons its project, the 'LTC' shall be liable to comply with directions as issued by the Central Commission from time to time.
 - (e) The Bank Guarantee shall be encashed by CTU in case of adverse progress of work under the scope of LTC, assessed during Joint Co-ordination Meeting. However, the validity of Bank Guarantee shall be extended by concerned LTC as per the requirement to be indicated during Joint Co-ordination Meeting.
 - (f) The LTC shall sign the Transmission Service Agreement with CTU, as per Sharing Regulations.
 - (g) The LTC shall furnish confirmed irrevocable, unconditional and revolving Letter of Credit and other payment security mechanism in accordance with the CERC Regulations.
- 2.0 In case, the LTC has not identified or partially identified the demand customer or the generating company as the case may be; and the assets covered under the transmission system, as indicated at **Attachment-1** have been declared under commercial operation, either in part or in full; the LTC shall bear the full transmission charges that would have been applicable to the demand customer or the generating company, as the case may be, so as to ensure full recovery of the transmission tariff corresponding to the commissioned portion of the transmission system indicated at **Attachment-1**.
- 3.0 In order to monitor/ review the progress of work under the scope of LTC along with the transmission system, a Joint co-ordination meeting with the

RNS



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representative of each LTC and CTU shall be held at regular interval (preferably quarterly) after signing of this Agreement. CTU may invite any statutory authority and ISTS Licensee(s) to facilitate the same.

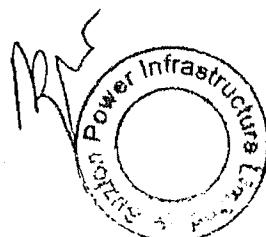
- 4.0 All differences/ disputes between the parties arising out of or in connection with this Agreement shall be resolved in terms of the Redressal Mechanism provided under Regulation 32 of the CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 and under Electricity Act 2003.

5.0 Default on account of breach of LTA Agreement

If, prior to the commencement of LTA, the customer (LTC) does not furnish or fails to furnish the Letter of Credit of requisite amount and other Payment Security Mechanism in accordance with BCD Procedure under CERC (Sharing of Interstate Transmission Charges and Losses) Regulations, 2010, the same shall constitute to be a Breach of Contract or Default of LTA and would entitle CTU to foreclose and terminate the LTA Agreement after giving 15 days notice of default to the LTC.

The LTC may choose to remedy the default by furnishing Letter of Credit and other Payment Security Mechanism to Transmission Licensee within such notice period, failing which the LTA Agreement and consequent the LTA shall stand cancelled forthwith.

- 6.0 This is agreed by Long Term Customer, to indemnify at all time and hold the CTU and RLDC/NLDC harmless from and against any and all damages, losses, liabilities, obligations, penalties, cause of action, claims of any kind (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses"), suffered, incurred or paid, directly, as a result of, in



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connection with or arising out of and relating to exercise of CTU's and RLDC/NLDC's actions pursuant to and in accordance with this Agreement.

7.0 This Agreement shall be valid from the date of signing of this agreement till the validity of Long Term Access subject to its revision as may be made by the parties to this Agreement provided that this Agreement may be mutually renewed or replaced by another Agreement on such terms as the parties may mutually agree.

In witness whereof both the parties have executed this Agreement through their authorized representative.

Witness

For and on behalf of
Central Transmission Utility
POWER GRID CORPORATION OF INDIA LIMITED

Signature :
 प्रह्लाद सारस्वत
 Prahlad Saraswat
 Name: अविनाश म. पावगी / Avinash M. Pavgi
 Dy. General Manager (Commercial)
 Designation.....

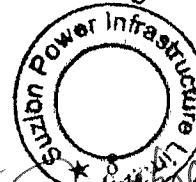
Signature:
 Name: अविनाश म. पावगी / Avinash M. Pavgi
 महाप्रबन्धक (योगीत्यका) / General Manager (Commercial)
 Designation.....
 Power Grid Corporation of India Ltd.
 (प्रातः सरकार का उद्यम) / (A Govt. of India Enterprise)
 Plot No.-2, Sector-29, Gurgaon-122 001 (Haryana)

For and on behalf of

SUZLON POWER INFRASTRUCTURE LIMITED

Signature :
 NSM Rao
 Name:
 Designation..... Admin

Signature:
 RAMAN
 Name:
 Designation..... Head Tamil Nadu & Kerala



True copy
 (Signature)

ANNEXURE P-10

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Grant of Connectivity Regulations, 2009

आरत का राजपत्र

The Gazette of India

असाधारण

EXTRAORDINARY

आग III-खण्ड 4

PART III-SECTION 4

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

NO. 140

NEW DELHI, MONDAY, AUGUST 10, 2009

CENTRAL ELECTRICITY REGULATORY COMMISSION NEW DELHI

No. L-1/(3)/2009-CERC

Dated: 7th July, 2009

NOTIFICATION

In exercise of powers conferred by Section 178 of the Electricity Act, 2003 and all other powers enabling it in this behalf and after previous publication, the Central Electricity Regulatory Commission, hereby makes the following regulations, namely-

CHAPTER-1

PRELIMINARY

1. Short Title and Commencement

(1) These regulations may be called the Central Electricity Regulatory Commission

Grant of Connectivity Regulations, 2009

(Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009.

- (2) These regulations shall come into force on such date as the Commission may notify:¹

Provided that the date for the coming into force of these regulations shall be after the ‘detailed procedure’ of the Central Transmission Utility has been approved by the Commission.

2. Definitions

- (1) In these regulations, unless the context otherwise requires:

(a) ‘**Act**’ means the Electricity Act, 2003 (36 of 2003);

[(b) ‘**Applicant**’ means

(i) The following in respect of connectivity:

(a) A generating station with installed capacity of 250 MW and above, including a captive generating plant of exportable capacity of 250 MW and above or;

(b) A Hydro Generating station or generating station using renewable source of energy, of installed capacity between 50 MW and 250 MW.

(c) One of the Hydro Generating stations or generating stations using renewable sources of energy, individually having less than 50 MW installed capacity, but collectively having an aggregate installed capacity of 50 MW and above, and acting on behalf of all these generating stations, and seeking connection from CTU at a single connection point at the pooling sub-station under CTU, termed as the lead generator, or;

¹ Came into force w.e.f. 01.01.2010 vide notification No. L-1/(3)/2009-CERC published in Part III, Section 4, No. 02 of the Gazette of India (Extraordinary) dated 01.01.2010

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Grant of Connectivity Regulations, 2009

- (d) A bulk consumer.]²
- [(e) Any renewable energy generating station of 5 MW capacity and above but less than 50 MW capacity developed by a generating company in its existing generating station of the description referred to in sub-clauses (b)(i)(a) to (c) of this clause and seeking connectivity to the existing connection point with inter-State Transmission System through the electrical system of the generating station .]³
- [(f) Any company authorised by the Central Government as Solar Power Park Developer;]⁴
- (ii) a generating station including a captive generating plant, a consumer, an Electricity Trader or a distribution licensee, in respect of long-term access or medium-term open access, as the case may be;
- [(iii) Any company authorised by the Central Government as Solar Power Park Developer, in respect of long term access;]⁵
- (c) ‘**Bulk Consumer**’ means in respect of connectivity, any consumer who intends to avail supply of a minimum load of 100 MW from the Inter-State Transmission System;
- (d) ‘**Commission**’ means the Central Electricity Regulatory Commission referred to in sub-section (1) of Section 76 of the Act;
- (e) ‘**Connectivity**’ for a generating station, including a captive generating plant, a bulk consumer or an inter-State Transmission licensee means the state of getting connected to the inter-State Transmission system;
- (f) ‘**Consumer**’ means any consumer eligible to avail open access as

² Substituted vide First Amendment Regulation, 2010 w.e.f. 07.09.2010³ Added vide Third Amendment Regulations, 2013 w.e.f. 26.03.2013⁴ Added vide Fifth Amendment Regulations, 2015 w.e.f. 19.05.2015⁵ Added vide Fifth Amendment Regulations, 2015 w.e.f. 19.05.2015

Grant of Connectivity Regulations, 2009

specified by the State Commission under sub-section (2) of Section 42 of the Act;

- (g) ‘**Day**’ means the day starting at 00.00 hours and ending at 24.00 hours;
- (h) ‘**Detailed Procedure**’ means the procedure issued by the Central Transmission Utility as referred to in Regulation 6 hereof;
- (i) ‘**Grid Code**’ means the Grid Code specified by the Commission under Clause (h) of sub-section (1) of Section 79 of the Act;
- (j) ‘**Intra-State Entity**’ means a person whose metering and energy accounting are done by the State Load Despatch Centre or by any other authorized State utility;
- (k) ‘**Interface Meters**’ means interface meters installed in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, specified by the Central Electricity Authority and amended from time to time;
- (l) ‘**Long-Term Access**’ means the right to use the inter-State Transmission system for a period exceeding 12 years but not exceeding 25 years;
- (m) ‘**Long-Term Customer**’ means a person who has been granted long-term access and includes a person who has been allocated central sector generation that is electricity supply from a generating station owned or controlled by the Central Government;
- (n) ‘**Medium-Term Open Access**’ means the right to use the inter-State Transmission system for a period exceeding 3 months but not exceeding 3 years;
- (o) ‘**Medium-Term Customer**’ means a person who has been granted medium-term open access;
- (p) ‘**Month**’ means a calendar month as per the British calendar;

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- (q) '**Nodal agency**' means the Central Transmission Utility referred to in Regulation 4 hereof;
 - (r) '**Regional Entity**' means a person whose metering and energy accounting are done at the regional level;
 - (s) '**Short-Term Open Access**' has the meaning ascribed thereto in the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008;
 - (t) '**State Commission**' means the State Electricity Regulatory Commission constituted under Section 82 of the Act and includes the Joint Commission constituted under Section 83 thereof;
 - (u) '**State Network**' means the intra-State Transmission system owned by the State Transmission Utility, transmission licensee or the network of any other person who has been granted licence by the State Commission to establish or operate distribution lines within the State;
 - (v) '**Stranded Transmission Capacity**' means the transmission capacity in the inter-State Transmission system which is likely to remain unutilized due to relinquishment of access rights by a long-term customer in accordance with Regulation 16.
- (2) Words and expressions used in these regulations and not defined herein but defined in the Act or the Grid Code or any other regulations specified by the Commission shall, unless the context otherwise requires, have the meanings assigned to them under the Act or the Grid Code or other regulations specified by the Commission, as the case may be.

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CHAPTER-2

GENERAL PROVISIONS

3. Scope

These regulations, after they come into force, shall apply to the grant of connectivity, long-term access and medium-term open access, in respect of inter-State transmission system:

Provided that a generating station, including captive generating plant or a bulk consumer, seeking connectivity to the inter-State transmission system cannot apply for long-term access or medium-term open access without applying for connectivity:

Provided further that a person may apply for connectivity and long-term access or medium-term open access simultaneously.

4. Nodal Agency

The nodal agency for grant of connectivity, long-term access and medium-term open access to the inter-State transmission system shall be the Central Transmission Utility.

5. Filing of Application

Applications for grant of connectivity or long-term access or medium-term open access shall be made to the nodal agency:

Provided that an application for connectivity is not required to be made by any transmission licensee, since transmission system planning is carried out in a coordinated manner by the Central Transmission Utility and the Central Electricity Authority;

Provided, however, that an inter-State transmission licensee other than Central Transmission Utility, nevertheless, shall sign a connection agreement with the Central Transmission Utility, as provided for in Clause (5) of regulation 8 of these Regulations.

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6. Application fee

The application referred to in regulation 5 shall be accompanied by a non-refundable application fee specified hereunder, payable in the name and in the manner to be laid down by the Central Transmission Utility in the detailed procedure:-

| S. No. | Quantum of Power to be injected/off taken into/ from ISTS | Application fee (Rs. in lakh) | | |
|--------|---|-------------------------------|------------------|-------------------------|
| | | For Connectivity | Long-term access | Medium-term open access |
| 1. | Up to 100 MW | 2 | 2 | 1 |
| 1 | More than 100 MW and up to 500 MW | 3 | 3 | 2 |
| 2 | More than 500 MW and up to 1000 MW | 6 | 6 | 3 |
| 3 | More than 1000 MW | 9 | 9 | 4 |

7. Timeframe for processing of application

The application shall be processed by the nodal agency within the time limits specified hereunder:-

| | |
|-------------------------|---|
| Nature of Application | Time limit for processing beginning the last day of the month in which application was received by the nodal agency |
| Connectivity | 60 days |
| Long-term access | 120 days where augmentation of transmission system is not required 180 days, where augmentation of transmission system is required |
| Medium-term open access | 40 days |

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CHAPTER-3

CONNECTIVITY

8. Grant of Connectivity

- (1) [The application for connectivity shall contain details such as, proposed geographical location of the applicant, quantum of power to be interchanged that is the quantum of power to be injected in the case of a generating station including a captive generating plant and quantum of power to be drawn in the case of a bulk consumer, with the inter-State transmission system and such other details as may be laid down by the Central Transmission Utility in the detailed procedure:

Provided that where after filing of an application, there has been any material change in the location of the applicant or change in the quantum of power to be interchanged with the inter-state transmission system, by more than 100 MW in the case of applicant defined under Regulation 2 (1) (b) (i) (a) and 40% of the installed capacity in the case of applicant defined under Regulation 2 (1) (b) (i) (b) and 40% of the aggregate installed capacity in the case of applicant defined under Regulation 2 (1) (b) (i) (c), such an applicant shall make a fresh application, which shall be considered in accordance with these regulations.

Provided further that the application by the applicant defined under Regulation 2 (1) (b) (i) (c), shall be considered by CTU only if all the generators, whose aggregate capacity is connected at the single connection point, formalize a written agreement among themselves that the lead generator shall act on behalf of all the generators to undertake all operational and commercial responsibilities for all the collective generators connected at that point in following the provisions of the Indian Electricity Grid Code and all other Regulations of the Commission, such as grid security, scheduling and dispatch, collection and payment/ adjustment of transmission charges, UI charges, congestion and other charges, etc., and submit a copy of the agreement to the CTU, with the application of connectivity, along with a copy to the respective RLDC in whose control areas it is located:

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[Provided further that the application by the applicant defined under Regulation 2(1) (b)(i) (e) shall be considered by CTU only if the existing generating station agrees to act as the ‘Principal Generator’ on behalf of the renewable energy generating station(s) seeking connectivity through the electrical system of the generating station and formalizes a written agreement/arrangement among them to undertake all operational and commercial responsibilities for the renewable energy generating station(s) in following the provisions of the Indian Electricity Grid Code and all other regulations of the Commission, such as grid security, scheduling and dispatch, collection and payment/adjustment of Transmission charges, UI charges, congestion and other charges etc., and submit a copy of the agreement to the CTU, alongwith the application for connectivity, with copy to the respective RLDC in whose control area it is located.]⁶

[Provided also that the application by the applicant defined under Regulation 2(1) (b) (i) (f) shall be considered by CTU only if the Solar Power Park Developer is authorised by the Central Government to undertake infrastructural activities including arrangement for connectivity on behalf of the solar power generators.]⁷

Provided further that the CTU shall suitably incorporate the requirement of formal agreement amongst such generators in the detailed procedure and Connection Agreement signed with such lead generator.]⁸

- (2) On receipt of the application, the nodal agency shall, in consultation and through coordination with other agencies involved in inter-State Transmission system to be used, including State Transmission Utility, if the State network is likely to be used, process the application and carry out the necessary inter-connection study as specified in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007.
- (3) While granting connectivity, the nodal agency shall specify the name of the sub-station or pooling station or switchyard where connectivity is to be granted. In case connectivity is to be granted by looping-in and looping-out of an existing

⁶ Proviso inserted vide Third Amendment Regulations, 2013 w.e.f. 26.03.2013

⁷ Proviso Added vide Fifth Amendment Regulations, 2015 w.e.f. 19.05.2015

⁸ Entire Regulation 8 (1) except the third and fourth proviso was substituted vide First Amendment Regulations, 2010 w.e.f. 07.09.2010

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or proposed line, the nodal agency shall specify the point of connection and name of the line at which connectivity is to be granted. The nodal agency shall indicate the broad design features of the dedicated transmission line and the timeframe for completion of the dedicated transmission line.

- (4) The applicant and all inter-State Transmission Licensees including the Central Transmission Utility shall comply with the provisions of Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007.
- (5) The applicant or inter-State Transmission Licensee, as the case may be, shall sign a connection agreement with the Central Transmission Utility or inter-State Transmission licensee owning the sub-station or pooling station or switchyard or the transmission line as identified by the nodal agency where connectivity is being granted:

Provided that in case connectivity of a generating station, including captive generating plant or bulk consumer is granted to the inter-State transmission system of an inter-State Transmission Licensee other than the Central Transmission Utility, a tripartite agreement as provided in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 shall be signed between the applicant, the Central Transmission Utility and such inter-State Transmission Licensee.

- (6) The grant of connectivity shall not entitle an applicant to interchange any power with the grid unless it obtains long-term access, medium-term open access or short-term open access.
- [7] Notwithstanding anything contained in Clause (6) of this Regulation and any provision with regard to sale of infirm power in the Power Purchase Agreement, a unit of a generating station including a captive generating plant which has been granted connectivity to the inter-State Transmission System in accordance with these regulations shall be allowed to inter-change infirm power with the grid during the commissioning period, including testing and full load testing before the COD, after obtaining prior permission of the concerned Regional Load Despatch Centre for the periods mentioned as under:-

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- (a) Drawal of Start-up power shall not exceed 15 months prior to the expected date of first synchronization and 6 months after the date of first synchronization.
- (b) Injection of infirm power shall not exceed six months from the date of first synchronization:

Provided that drawal of Start-up power shall be subject to payment of transmission charges and the generator shall have to open a Revolving and Irrevocable Letter of Credit issued by a Scheduled Bank equivalent to 2 months transmission charges prior to drawal of Start-up power;

Provided further that the Start-up power shall not be used by the generating station for the construction activities;

Provided further that RLDC shall stop the drawl of the Start-up Power in the following events:

- (a) In case, it is established that the Start-up power has been used by the Generating Station for construction activity.
- (b) In case of default by the Generating Station in payment of monthly transmission charges to the transmission licensee for the drawal of Start-up power, on the request of the transmission licensee.

Provided that the Commission may in exceptional circumstances, allow extension of the period for inter-change of power beyond the period as prescribed in this clause, on an application made by the generating station at least two months in advance of completion of the prescribed period:

Provided further that the concerned Regional Load Despatch Centre while granting such permission shall keep the grid security in view:

Provided also that the onus of proving that the interchange of infirm

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power from the unit(s) of the generating station is for the purpose of commissioning activities, testing and commissioning, shall lie with the generating company and the respective RLDC shall seek such information on each occasion of interchange of power before COD. For this, the generating station shall provide RLDC sufficient details of the specific commissioning activity, testing and full load testing, its duration and intended period of interchange, etc:

Provided also that the infirm power so interchanged by the unit(s) of the generating plant shall be treated as deviation and the generator shall be paid/charged for such injection/drawal of infirm power in accordance with the provisions of the Central Electricity Regulatory Commission (Deviation Settlement Mechanism and related matters) Regulations, 2014, as amended from time to time or subsequent re-enactment thereof.]⁹

- (8) An applicant may be required by the Central Transmission Utility to construct a dedicated line to the point of connection to enable connectivity to the grid:

[Provided that a thermal generating station of 500 MW and above and a hydro generating station or a generating station using renewable sources of energy of capacity of 250 MW and above, other than a captive generating plant, shall not be required to construct a dedicated transmission line to the point of connection and such station shall be taken into account for coordinated transmission planning by the Central Transmission utility and Central Electricity Authority.]¹⁰

[Provided further that the construction of such dedicated transmission line may be taken up by the CTU or the transmission licensee in phases corresponding to the capacity which is likely to be commissioned in a given time frame after ensuring that the generating company has already made the advance payment for the main plant packages i.e. Turbine island and steam generator island or the EPC contract in case of thermal generating station and major civil work packages

⁹ Earlier substituted vide Second Amendment Regulations, 2012 w.e.f. 22.03.2012 and later substituted vide Fourth Amendment Regulations, 2014 w.e.f. 21.08.2014

¹⁰ Amended vide First Amendment Regulations, 2010 w.e.f. 07.09.2010

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or the EPC contract in case of hydro generating stations for the corresponding capacity of the phase or the phases to be commissioned, subject to a minimum of 10% of the sum of such contract values:

Provided also that the transmission charges for such dedicated transmission line shall be payable by the generator even if the generation project gets delayed or is abandoned.]¹¹

CHAPTER-4

LONG-TERM AND MEDIUM-TERM OPEN ACCESS

9. Criteria for granting long-term access or medium-term open access

- (1) Before awarding long-term access, the Central Transmission Utility shall have due regard to the augmentation of inter-State transmission system proposed under the plans made by the Central Electricity Authority.
- (2) Medium-term open access shall be granted if the resultant power flow can be accommodated in the existing transmission system or the transmission system under execution:

Provided that no augmentation shall be carried out to the transmission system for the sole purpose of granting medium-term open access:

Provided further that construction of a dedicated transmission line shall not be construed as augmentation of the transmission system for the purpose of this regulation.

10. Relative priority

- (1) Applications for long-term access or medium-term open access shall be processed on first-come-first-served basis separately for each of the aforesaid types of access:

¹¹ Added vide Second Amendment Regulations, 2012 w.e.f. 22.03.2012

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Provided that applications received during a month shall be construed to have arrived concurrently;

Provided further that while processing applications for medium-term open access received during a month, the application seeking access for a longer term shall have higher priority;

Provided also that in the case of applications for long-term access requiring planning or augmentation of transmission system, such planning or augmentation, as the case may be, shall be considered on 30th of June and 31st of December in each year in order to develop a coordinated transmission plan, in accordance with the perspective transmission plans developed by the Central Electricity Authority under Section 73 of the Act;

Provided also that if an intra-State entity is applying for long-term access or medium-term open access, concurrence of the State Load Despatch Centre shall be obtained in advance and submitted along with the application to the nodal agency. The concurrence of the State Load Despatch Centre shall be in such form as may be provided in the detailed procedure.

- (2) Where necessary infrastructure required for energy metering and time-block-wise accounting already exists and required transmission capacity in the State network is available, the State Load Despatch Centre shall convey its concurrence to the applicant within ten working days of receipt of the application.
- (3) In case SLDC decides not to give concurrence, the same shall be communicated to the applicant in writing, giving the reason for refusal within the above stipulated period.

11. Interface Meters

- (1) Interface meters shall be installed-
 - (a) by the Central Transmission Utility for and at the cost of the regional entities; and

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- (b) by the State Transmission Utility for and at the cost of the State entities.
- (2) Interface meters for the regional entities shall be open for inspection by any person authorized by the Central Transmission Utility and the Regional Load Despatch Centre.
- (3) Interface meters for the intra-State entities shall be open for inspection by any person authorized by the State Transmission Utility or the State Load Despatch Centre.

CHAPTER-5

LONG-TERM ACCESS

12. Application for long-term access

- (1) The application for grant of long-term access shall contain details such as name of the entity or entities to whom electricity is proposed to be supplied or from whom electricity is proposed to be procured along with the quantum of power and such other details as may be laid down by the Central Transmission Utility in the detailed procedure:

Provided that in the case where augmentation of transmission system is required for granting open access, if the quantum of power has not been firmed up in respect of the person to whom electricity is to be supplied or the source from which electricity is to be procured, the applicant shall indicate the quantum of power along with name of the region(s) in which this electricity is proposed to be interchanged using the inter-State Transmission system;

Provided further that in case augmentation of transmission system is required, the applicant shall have to bear the transmission charges for the same as per these regulations, even if the source of supply or off-take is not identified;

[Provided also that the construction of such augmentation of the transmission system may be taken up by the CTU or the transmission licensee in phases corresponding to the capacity which is likely to be commissioned in a given

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time frame after ensuring that the generating company has released the advance for the main plant packages i.e. Turbine island and steam generator island or the EPC contract in case of thermal generating station and major civil work packages or the EPC contract in case of hydro generating stations for the corresponding capacity of the phase or the phases to be commissioned, subject to a minimum of 10% of the sum of such contract values.]¹²

[Provided that a generating company after firming up the beneficiaries through signing of long term Power Purchase Agreement(s) shall be required to notify the same to the nodal agency along with the copy of the PPA.]¹³

Provided also that in cases where there is any material change in location of the applicant or change by more than 100 MW in the quantum of power to be interchanged using the inter-State Transmission system or change in the region from which electricity is to be procured or to which supplied, a fresh application shall be made, which shall be considered in accordance with these regulations.

- (2) The applicant shall submit any other information sought by the nodal agency including the basis for assessment of power to be interchanged using the inter-State Transmission system and power to be transmitted to or from various entities or regions to enable the nodal agency to plan the inter-State transmission system in a holistic manner.
- (3) The application shall be accompanied by a bank guarantee of Rs 10,000/- (ten thousand) per MW of the total power to be transmitted. The bank guarantee shall be in favour of the nodal agency, in the manner laid down under the detailed procedure.
- (4) The bank guarantee of Rs. 10,000 /-(ten thousand) per MW shall be kept valid and subsisting till the execution of the long-term access agreement, in the case when augmentation of transmission system is required, and till operationalization of long-term access when augmentation of transmission system is not required.

¹² Substituted vide Second Amendment Regulations, 2012 w.e.f. 22.03.2012

¹³ Inserted vide Second Amendment Regulations, 2012 w.e.f. 22.03.2012

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- (5) The bank guarantee may be encashed by the nodal agency, if the application is withdrawn by the applicant or the long-term access rights are relinquished prior to the operationalization of such rights when augmentation of transmission system is not required.
- (6) The aforesaid bank guarantee will stand discharged with the submission of bank guarantee required to be given by the applicant to the Central Transmission Utility during construction phase when augmentation of transmission system is required, in accordance with the provisions in the detailed procedure.

13. System Studies by the Nodal Agency

- (1) On receipt of the application, the nodal agency shall, in consultation and through coordination with other agencies involved in inter-State Transmission system to be used, including State Transmission Utility, if the State network is likely to be used, process the application and carry out the necessary system studies as expeditiously as possible so as to ensure that the decision to grant long-term access is arrived at within the timeframe specified in Regulation 7:

Provided that in case the nodal agency faces any difficulty in the process of consultation or coordination, it may approach the Commission for appropriate directions.

- (2) Based on the system studies, the nodal agency shall specify the inter-State transmission system that would be required to give long-term access. In case augmentation to the existing inter-State Transmission system is required, the same will be intimated to the applicant.
- (3) The Empowered Committee established in accordance with the 'Tariff based Competitive-bidding Guidelines for Transmission Service' issued by the Central Government, may identify one or more elements needed for augmentation of inter-State Transmission system to be developed through tariff based competitive bidding:

Provided that the agency identified to construct one or more elements needed for augmentation of the inter-State Transmission system for long-term access

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shall be eligible for grant of transmission licence in accordance with the regulations specified by the Commission from time to time and the guidelines for competitive bidding for transmission issued by the Central Government.

14. Communication of Estimate of Transmission Charges, etc.

While granting long-term access, the nodal agency shall communicate to the applicant, the date from which long-term access shall be granted and an estimate of the transmission charges likely to be payable based on the prevailing costs, prices and methodology of sharing of transmission charges specified by the Commission.

15. Execution of Long-term Access Agreement

The applicant shall sign an agreement for long-term access with the Central Transmission Utility in case long-term access is granted by the Central Transmission Utility, in accordance with the provision as may be made in the detailed procedure. While seeking long-term access to an inter-State Transmission licensee, other than the Central Transmission Utility, the applicant shall sign a tripartite long-term access agreement with the Central Transmission Utility and the inter-State Transmission licensee. The long-term access agreement shall contain the date of commencement of long-term access, the point of injection of power into the grid and point of drawal from the grid and the details of dedicated transmission lines, if any, required. In case augmentation of transmission system is required, the long-term access agreement shall contain the time line for construction of the facilities of the applicant and the transmission licensee, the bank guarantee required to be given by the applicant and other details in accordance with the detailed procedure.

[15A. Intimation regarding termination of Power Purchase Agreement: (1) Where the entire or part of the Power Purchase Agreement(PPA) of the long term access customer is terminated in accordance with the provisions of the said agreement or through determination by a court or tribunal or commission of competent jurisdiction, it shall be incumbent on the long term access customer to give intimation about such termination of PPA to the nodal agency immediately but not later than two weeks from the date of such termination;

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Provided that in the event of mutual termination of PPA or non utilization of long term access by the long term access customer for a period exceeding one year from the scheduled date of commencement of long term access, the Central Transmission Utility or the transmission licensee, as the case may be, may ask such long term customer to surrender the long term access after being satisfied that because of such long term access, any other generation project, which has applied for long-term access, is likely to get stranded:

Provided further that Central Transmission Utility or the transmission license, as the case may be, may approach the Commission for appropriate directions in this regard:

Provided also that on termination of the Power Purchase Agreement or surrender of long term access in terms of the preceding two provisos, the long term access customer shall be liable to pay the transmission charges as required under Regulation 18 of these regulations.

- (2) The nodal agency on receipt of intimation in accordance with clause (1) of this regulation may consider the applications of other applicants, if any, for grant of medium term open access for the whole or part of the same transmission corridor, as the case may be.]¹⁴

16. Information to RLDC and SLDC

Immediately after grant of long-term access, the nodal agency shall inform the Regional Load Despatch Centres and the State Load Despatch Centres concerned so that they can consider the same while processing requests for grant of short-term open access, received under Central Electricity Regulatory Commission (Open Access in inter-State transmission) Regulations, 2008 as amended from time to time.

[16A. On receiving the intimation regarding termination of Power Purchase Agreement, or surrender of long term access in accordance with the provisions of Regulation 15A of these regulations and after considering the applications for long-term access and medium-term open access, if any, as mentioned therein, the nodal agency shall inform the Regional Load Despatch Centre and State Despatch

¹⁴ Added vide Second Amendment Regulations, 2012 w.e.f. 22.03.2012

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Centre concerned to consider the remaining capacity for processing the request for short term open access in accordance with the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008, as amended from time to time, till long term access or medium term open access is granted to some other applicant.]¹⁵

17. Renewal of Term for Long-term access

On the expiry of the period of long-term access, the long-term access shall stand extended on a written request provided by the long-term customer in this regard to the Central Transmission Utility mentioning the period for extension that is required:

Provided that such a written request shall be submitted by the long-term customer to the Central Transmission Utility at least six months prior to the date of expiry of the long-term access;

Provided further that in case no written request is received from the long-term customer within the timeline specified above, the said long-term access shall stand withdrawn.

18. Relinquishment of access rights

- (1) A long-term customer may relinquish the long-term access rights fully or partly before the expiry of the full term of long-term access, by making payment of compensation for stranded capacity as follows:-
 - (a) **Long-term customer who has availed access rights for at least 12 years**
 - (i) **Notice of one (1) year**-If such a customer submits an application to the Central Transmission Utility at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights, there shall be no charges.
 - (ii) **Notice of less than one (1) year**-If such a customer submits an application to the Central Transmission Utility at any time lesser

¹⁵ Added vide Second Amendment Regulations, 2012 w.e.f. 22.03.2012

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than a period of 1 (one) year prior to the date from which such customer desires to relinquish the access rights, such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of a notice period of one (1) year.

- (b) **Long-term customer who has not availed access rights for at least 12 (twelve) years**—such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of 12 (twelve) years of access rights:

Provided that such a customer shall submit an application to the Central Transmission Utility at least 1 (one) year prior to the date from which such customer desires to relinquish the access rights;

Provided further that in case a customer submits an application for relinquishment of long-term access rights at any time at a notice period of less than one year, then such customer shall pay an amount equal to 66% of the estimated transmission charges (net present value) for the period falling short of a notice period of one (1) year, in addition to 66% of the estimated transmission charges (net present value) for the stranded transmission capacity for the period falling short of 12 (twelve) years of access rights.

- (2) The discount rate that shall be applicable for computing the net present value as referred to in sub-clause (a) and (b) of clause (1) above shall be the discount rate to be used for bid evaluation in the Commission's Notification issued from time to time in accordance with the Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees issued by the Ministry of Power.
- (3) The compensation paid by the long-term customer for the stranded transmission capacity shall be used for reducing transmission charges payable by other long-term customers and medium-term customers in the year in which such compensation payment is due in the ratio of transmission charges payable for that year by such long-term customers and medium-term customers.

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CHAPTER-6

MEDIUM-TERM OPEN ACCESS

19. Application for Medium-term Open Access

- (1) The application for grant of medium-term open access shall contain such details as may be laid down under the detailed procedure and shall, in particular, include the point of injection into the grid, point of drawal from the grid and the quantum of power for which medium-term open access has been applied for.
- (2) The start date of the medium-term open access shall not be earlier than 5 months and not later than 1 year from the last day of the month in which application has been made.

20. System Studies by the Nodal Agency

On receipt of the application, the nodal agency shall, in consultation and through coordination with other agencies involved in inter-State transmission system to be used, including State Transmission Utility, if the State network is likely to be used, process the application and carry out the necessary system studies as expeditiously as possible so as to ensure that the decision to grant or refuse medium-term open access is made within the timeframe specified in regulation 7:

Provided that in case the nodal agency faces any difficulty in the process of consultation or coordination, it may approach the Commission for appropriate directions.

21. Grant of Medium-term Open Access

- (1) On being satisfied that the requirements specified under clause (2) of regulation 9 are met, the nodal agency shall grant medium-term open access for the period stated in the application:

Provided that for reasons to be stated in writing, the nodal agency may grant medium-term open access for a period less than that sought for by the applicant;

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Provided further that the applicant shall sign an agreement for medium-term open access with the Central Transmission Utility in case medium-term open access is granted by the Central Transmission Utility, in accordance with the provision as may be made in the detailed procedure. While seeking medium-term open access to an inter-State Transmission licensee, other than the Central Transmission Utility, the applicant shall sign a tripartite medium-term open access agreement with the Central Transmission Utility and the inter-State Transmission Licensee. The medium-term open access agreement shall contain the date of commencement and end of medium-term open access, the point of injection of power into the grid and point of drawal from the grid, the details of dedicated transmission lines required, if any, the bank guarantee required to be given by the applicant and other details in accordance with the detailed procedure.

- (2) Immediately after grant of medium-term open access, the nodal agency shall inform the Regional Load Despatch Centres and the State Load Despatch Centres concerned so that they can consider the same while processing requests for short-term open access received under Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2008 as amended from time to time.

22. Execution of Dedicated Transmission Line

Medium-term customer may arrange for execution of the dedicated transmission line at its own risk and cost before the start date of the medium-term open access.

23. No overriding preference

On the expiry of period of the medium-term open access, the medium-term customer shall not be entitled to any overriding preference for renewal of the term.

24. Exit option for medium-term customers

A medium-term customer may relinquish rights, fully or partly, by giving at least 30 days prior notice to the nodal agency:

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Provided that the medium-term customer relinquishing its rights shall pay applicable transmission charges for the period of relinquishment or 30 days whichever is lesser.

CHAPTER-7

CONDITIONS OF LONG-TERM ACCESS AND MEDIUM-TERM OPEN ACCESS

25. Curtailment

- (1) When for the reason of transmission constraints or in the interest of grid security, it becomes necessary to curtail power flow on a transmission corridor; the transactions already scheduled may be curtailed by the Regional Load Despatch Centre.
- (2) Subject to provisions of the Grid Code and any other regulation specified by the Commission, the short-term customer shall be curtailed first followed by the medium-term customers, which shall be followed by the long-term customers and amongst the customers of a particular category, curtailment shall be carried out on pro rata basis.

26. Transmission Charges

The transmission charges for use of the inter-State Transmission system shall be recovered from the long-term customers and the medium-term customers in accordance with terms and conditions of tariff specified by the Commission from time to time:

Provided that if the State network is also being used in the access as a part of inter-State Transmission system for the conveyance of electricity across the territory of an intervening State as well as conveyance within the State which is incidental to such inter-State Transmission of electricity, recovery of charges for such State network and terms and conditions thereof shall be in accordance with the regulation as may be specified by the Commission under Section 36 of the Act for intervening transmission facilities, if such charges and terms and conditions cannot be mutually agreed upon by the licensees;

Provided that any disagreement on transmission charges for such State network as specified above, shall not be the sole reason for denying access and either party may

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approach the Commission for determination of transmission charges for such State network.

27. Detailed Procedure

- (1) Subject to the provisions of these regulations, the Central Transmission Utility shall submit the detailed procedure to the Commission for approval within 60 days of notification of these regulations in the Official Gazette:

Provided that prior to submitting the detailed procedure to the Commission for approval, the Central Transmission Utility shall make the same available to the public and invite comments by putting the draft detailed procedure on its website and giving a period of one month to submit comments;

Provided further that while submitting the detailed procedure to the Commission, the Central Transmission Utility shall submit a statement indicating as to which of the comments of stakeholders have not been accepted by it along with reasons thereof.

- (2) The detailed procedure submitted by the Central Transmission Utility shall, in particular, include:
 - (a) The proforma for the connection agreement, referred to in clause (5) of Regulation 8 above.
 - (b) The proforma for the long-term access agreement referred to in Regulation 15 above:

Provided that the Transmission Service Agreement issued by the Central Government as part of standard bid documents for competitive bidding for transmission in accordance with Section 63 of the Act shall be a part of this Agreement along with necessary changes;

Provided further that in case transmission system augmentation is undertaken through the process of competitive bidding in accordance with section 63 of the Act, the Transmission Service Agreement enclosed

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as part of bid documents shall be used as a part of the proforma agreement to be entered into between the applicant and the Central Transmission Utility for long-term access.

- (c) The time line for phasing of construction/modification of the transmission elements by the Central Transmission Utility/transmission licensee, as the case may be, and the coming up of generation facilities or facilities of bulk consumer, as the case may be, so as to match the completion times of the two;

Provided that the time period for construction of the transmission elements shall be consistent with the timeline for completion of projects included as Annexure-II to the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2009.

- (d) Aspects such as payment security mechanism and bank guarantee during the period of construction and operation:

Provided that the bank guarantee during construction phase shall not exceed Rs. 5 lakh per MW of the total power to be transmitted by that applicant through inter-State Transmission system.

- (e) The proforma for the medium-term open access: agreement, referred to in the second proviso to clause (1) of Regulation 21 above.

- (f) Provisions for collection of the transmission charges for inter-State transmission system from the long-term customers or medium-term customers, as the case may be, by the transmission licensee or the Central Transmission Utility as and when so designated in accordance with the first proviso to clause (1) of Regulation 29 hereof and disbursement to the Central Transmission Utility and/or the transmission licensees as the case may be.

28. Fees and charges for the Regional Load Despatch Centre and the State Load Despatch Centre

- (1) The fees and charges for the Regional Load Despatch Centre including charges

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for the Unified Load Despatch and Communication Scheme shall be payable by the long-term customer and medium-term customer as may be specified by the Commission.

- (2) The fees and charges for the State Load Despatch Centre shall be payable as applicable.

29. Payment of transmission charges and Fees and Charges for the Regional Load Despatch Centre

- (1) The transmission charges in respect of the long-term customer and medium-term customer shall be payable directly to the transmission licensee:

Provided that the Central Transmission Utility may be designated by the Commission as the agency for the purpose of collecting and disbursing the transmission charges for inter-State transmission system;

Provided further that when the Central Transmission Utility is so designated as the agency as aforesaid, the transmission charges shall be paid to it;

Provided also that the Central Transmission Utility shall enter into agreements with the long-term customers and medium-term customers for collection of transmission charges and with the transmission licensees whose inter-State transmission system is being used, for disbursement of transmission charges as received, pro rata to the transmission charges payable to the transmission licensees and to the Central Transmission Utility;

Provided also that the Central Transmission Utility shall be entitled to reimbursement of reasonable costs incurred by it in collecting the transmission charges of the other transmission licensees, as approved by the Commission.

- (2) The fees and charges for Regional Load Despatch Centres (including the charges for Unified Load Despatch Scheme) and State Load Despatch Centres shall be payable by the long-term customer and medium-term customer directly to the Regional Load Despatch Centre or the State Load Despatch Centre concerned.

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30. Unscheduled Inter-change (UI) Charges

- (1) Scheduling of all transactions pursuant to grant of long-term access and medium-term open access shall be carried out on day-ahead basis in accordance with the Grid Code.
- (2) Based on net metering on the periphery of each regional entity, composite accounts for Unscheduled Interchanges shall be issued for each regional entity on a weekly cycle:

Provided that Unscheduled Inter-changes accounting for intra-State entities shall not be carried out at the regional level.

- (3) The State utility designated for the purpose of collection or disbursement of the Unscheduled Interchanges charges from or to the intra-State entities shall be responsible for timely payment of the State's composite dues to the regional Unscheduled Interchanges Pool Account Fund.
- (4) Any mismatch between the scheduled and the actual drawal at drawal points and scheduled and the actual injection at injection points for the intra-State entities shall be determined by the concerned State Load Despatch Centre and covered in the intra-State Unscheduled Interchanges accounting scheme.
- (5) Unless specified otherwise by the State Commission concerned, the Unscheduled Interchanges rate for intra-State entity shall be 105% (for over-drawals or under generation) and 95% (for under-drawals or over generation) of the Unscheduled Interchanges rate at the periphery of regional entity.

31. Transmission Losses

The buyers of electricity shall bear apportioned losses in the transmission system as estimated by the Regional Power Committee.

32. Redressal Mechanism

All disputes arising out of or under these regulations shall be decided by the Commission on an application made in this behalf by the person aggrieved.

Grant of Connectivity Regulations, 2009

CHAPTER-8

INFORMATION SYSTEM

33. Information System

The nodal agency shall post the following documents/information on its website in a separate web-page titled ‘Long-term access and Medium-term open access information’:

- (a) These regulations;
- (b) Detailed procedure;
- (c) List of applications, separately, for long-term access and medium-term open access received by the nodal agency along with necessary details;
- (d) Separate lists for long-term access and medium-term open access granted, indicating:
 - (i) Name of customers;
 - (ii) Period of the access granted (start date and end date);
 - (iii) Point or points of injection;
 - (iv) Point or points of drawal;
 - (v) Transmission systems used (in terms of regions and States);
 - (vi) Capacity (MW) for which access has been granted.
- (e) List of applications where approval for connectivity or long-term access or medium-term open access, as the case may be, has not been granted along with reasons thereof:

Provided further that it shall be a constant endeavour of the nodal agency to

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take steps in accordance with the requirements herein to provide as much information suo moto to the public at regular intervals through various means of communications, including internet, so that information is disseminated widely and in such form and manner which is easily accessible to the public.

CHAPTER-9

MISCELLANEOUS

34. Repeal and Savings

- (1) On commencement of these regulations, Regulation Nos. 4(1)(a), 4(ii), 5(i), 6(i), 7, 8(i), 9, 10, 11, 12, 16(i), 18, as far as it applies to long-term customers, and 31(i) of the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Rcgulations, 2004, shall stand repealed.
- (2) Notwithstanding anything contained in clause (1), long-term access granted in accordance with the Central Electricity Regulatory Commission (Open Access in inter-State Transmission) Regulations, 2004 shall continue to be valid till the expiry of the term of long-term access.

Sd/-
(ALOK KUMAR)
 Secretary

NOTE: Central Electricity Regulatory Commission (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) Regulations, 2009 were published in Part III, Section 4, No. 140 of the Gazette of India (Extraordinary) dated 10.08.2009 and amended vide-

- (a) First Amendment Regulations, 2010 which was published in Part III, Section 4,

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Grant of Connectivity Regulations, 2009

- No. 225 of the Gazette of India (Extraordinary) dated 07.09.2010.
- (b) Second Amendment Regulations, 2012 which was published in Part III, Section 4, No. 72 of the Gazette of India (Extraordinary) dated 22.03.2012.
 - (c) Third Amendment Regulations, 2013 which was published in Part III, Section 4, No. 86 of the Gazette of India (Extraordinary) dated 26.03.2013
 - (d) Fourth Amendment Regulations, 2014 which was published in Part III, Section 4, No. 245 of the Gazette of India (Extraordinary) dated 21.08.2014.
 - (e) Fifth Amendment Regulations, 2015 which was published in Part III, Section 4, No. 171 of the Gazette of India (Extraordinary) dated 19.05.2015.



Anilika Bagchi
(True Copy)

174109117

ORIGINAL

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**

PETITION NO.

IN THE MATTER OF:

Suzlon Power Infrastructure Ltd.

...PETITIONER**VERSUS**

Power Grid Corporation of India Ltd & Ors.

...RESPONDENTS**INDEX****Volume-II**

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Through

**HEMANT SINGH/ SHIKHA OHRI/ MATRUGUPTA MISHRA/
NISHANT KUMAR/ ANKITA BAFNA
ADVOCATES FOR THE PETITIONER
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**PLACE: NEW DELHI
DATE: 08/08/2017**



ANALOGURE-P-1,

Solar Energy Corporation of India Ltd.

भारतीय सौर ऊर्जा निगम लिमिटेड

(A Government of India Enterprise)

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REQUEST FOR SELECTION (RfS) DOCUMENT FOR SCHEME FOR SETTING UP OF 1000 MW ISTS- CONNECTED WIND POWER PROJECTS

RfS No. SECI/C&P/WPD/RfS/1000MW/102016

Dated: 28 October 2016

ISSUED BY

Solar Energy Corporation of India Ltd
1st Floor, D-3, A-Wing, District Centre,
Religar Building, Saket, New Delhi-110017
Tel No. 011-71989200
Email –contracts@seci.gov.in

Anil Bapna
(True Copy)

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*To be uploaded shortly on the website www.tcil-india-electronic-tender.com

DISCLAIMER:

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1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within **twenty (20) days from the date of notification of RfS/ Issue of the RfS documents**, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this RfS document including the draft PPA.
3. While this RfS has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 28/10/2016

Bid Information Sheet

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| | |
|--|--|
| Document Description | RfS document for Scheme for Setting Up Of 1000 MW ISTS- Connected Wind Power Projects |
| RfS No.& Date | SECI/C&P/WPD/RfS/1000MW/102016 Dt: 28-Oct-16 |
| Broad Scope | Setting up of Wind Power Projects in India on "Build Own Operate" basis and selling the Wind Power to the Trader identified by SECI. |
| Downloading of RfS document | 28.10.2016 |
| Pre-bid Conference / Clarification Meeting | As per the NIT on TCIL Portal (Venue will be notified later on SECI website) |
| Last date & Time for a) Online Submission of Response to RfS and b) All documents as per Clause 3.25 A physically at SECI office, New Delhi | 08.12.2016 |
| Online Bid Opening (Techno-Commercial) | 09.12.2016 at 15:30 Hrs |
| Financial Bid Opening | Prior to start of Reverse Auction |
| Reverse Auction | Will be informed to eligible bidders |
| Date and Time for start of Reverse Auction | To be intimated by email |
| Cost of RfS Document (non-refundable) | Rs. 26250/- (inclusive of VAT) (to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi) |
| Processing Fee (non-refundable) | Rs. 3 Lakhs plus applicable Service Tax as on last date of bid submission (presently @ 15%) for each Project, to be submitted in the form of DD/Pay Order along with the response to RfS in favour of "Solar Energy Corporation of India Ltd", payable at New Delhi. |
| EMD | Earnest Money @ Rs. 10 Lakh / MW / Project is to be submitted in the form of Bank Guarantee along with the Response to RfS. |

| | |
|---|--|
| Name, Designation, Address and other details (For Submission of Response to RfS) | <p style="text-align: right;">247</p> <p>GM (C&P) Solar Energy Corporation of India Ltd 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989256 Email – contract@seci.gov.in</p> |
| Details of persons to be contacted in case of any assistance required | <p>1) Mr. Sanjay Sharma GM (C&P) Ph: 011-71989256</p> <p>2) Mr. Pratik Prasun Sr. Engineer (C&P) Ph: 011-71989236</p> <p>3) Mr. Biblesh Meena Sr. Engineer (C&P) Ph: 011-71989284</p> |
| <p><u>Important Note:</u> Prospective Project Developers are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.tcil-india-electronic-tender.com. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually. Intimation regarding notification/amendments/clarifications etc. shall be updated on www.seci.gov.in and the details will only be available from www.tcil-india-electronic-tender.com</p> | |

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Section 1

INTRODUCTION, BACKGROUND & SCHEME DETAILS

Section 1

Introduction, Background & Scheme Details

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1.1. INTRODUCTION

- 1.1.1. Solar Energy Corporation of India Ltd (hereinafter called "SECI") is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the National Solar Mission (NSM) for development, promotion and commercialization of solar energy technologies in the country. Further, Government of India conveyed its approval for conversion of existing Section 8 Company of the Companies Act, 2013 (erstwhile Section 25 of the Companies Act, 1956) into Section 3 company during the Financial Year 2014-15 so as to enable it to become a self-sustaining and self-generating organization in due course of time; to work as a commercial organization; and to work for development of all segments of Renewable Energy.
- 1.1.2. SECI has been designated as the nodal agency for implementation of MNRE schemes for developing grid connected wind power capacity in the country. MNRE has recently issued the Guidelines for the scheme for setting up of 1000 MW ISTS connected Wind Power Projects vide F. No. 53/14/2016-WE dated 22.10.2016 Under this scheme, the projects shall be developed only in the 8 States of India classified as "Windy States", namely Andhra Pradesh, Gujarat, Karnataka, Madhya Pradesh, Maharashtra, Rajasthan, Tamil Nadu and Telangana. This Request for Selection document (hereinafter called RfS) has been prepared in line with the guidelines issued by MNRE.
- 1.1.3. As part of the above scheme, SECI hereby invites proposals for setting up of grid connected **Wind Power Projects in India, on "Build Own Operate"** basis for an aggregate capacity of 1000 MW. PTC India Ltd., the Trading Agency selected by SECI for purchase and sale of wind power from such projects shall enter Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of wind power for a period of 25 years based on the terms, conditions and provisions of the RfS.

1.2. BACKGROUND

- 1.2.1. 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 highest growth amongst the other renewable energy technologies. The present wind power installed capacity in the country is nearly 28.11 GW sharing around 9% of total installed capacity. Globally India is at 4th position in terms of wind power installed capacity after China, USA and Germany.
- 1.2.2. 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 to come from wind power. The wind power potential in the country is assessed by the National Institute of Wind Energy (NIWE) at 100 meter above ground level, which is estimated to be over 302 GW. Most of this potential exists in 8 windy States namely Andhra Pradesh, Gujarat, Karnataka, Madhya Pradesh, Maharashtra, Rajasthan,

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Tamil Nadu and Telangana.

- 1.2.3. In order to facilitate transmission of wind power from these windy States to non-windy States provisions have been made in the Tariff Policy to waive the inter-state transmission charges and losses for wind power projects.
- 1.2.4. The Ministry of New and Renewable Energy has formulated a Scheme for Setting up of 1000 MW ISTS-connected Wind Power Projects to provide a framework for inter-state sale of wind power at a price determined through transparent competitive bidding process. This will not only facilitate the non-windy States/UTs to fulfil their non-solar RPO obligations but also boost investment in the sector thus achieving the goal of reaching 60 GW of wind power capacity by 2022.

1.3. DETAILS OF THE SCHEME OF 1000 MW ISTS-CONNECTED WIND POWER PROJECTS

- 1.3.1. Wind Power Developers (hereafter referred to as WPDs) selected by SECI based on this RfS, shall set up Wind Power Projects on Built Own Operate (BOO) basis in accordance with the provisions of this RfS document, standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from www.tcil-india-electronic-tender.com. However, the capacity may go higher than 1000 MW and up to 1500 MW, if there is demand from Buying Entities.
- 1.3.2. SECI has selected **M/s PTC India Ltd.** as the Trading Agency for purchase and sale of power from such wind power projects. The trader shall enter into PPA with successful WPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to each Project developer shall be fixed for 25 years, as discovered through the e-bidding and e-Reverse Auction conducted vide this RfS. 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 SECI for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

1.4. SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS TRANCHE

- 1.4.1. The Projects to be selected under this tranche for aggregate capacity of 1000 MW, provide for deployment of Wind Power Technology. However, the selection of projects would be technology agnostic within the technology mentioned above
- 1.4.2. Projects under construction, projects which are not yet commissioned and projects already commissioned but do not have any long-term PPA with any agency and selling power on short-term or merchant plant basis will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes and do not have any obligations towards existing buyers.

1.5. MNRE GUIDELINES FOR IMPLEMENTATION OF THE SCHEME

- 1.5.1. This RfS document has been prepared based on the guidelines issued by MNRE under the Title Guidelines for the scheme for setting up of 1000 MW ISTS connected

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Wind Power Projects dated 28/10/2016 and subsequent amendment(s) which are available on the web site of MNRE, www.mnre.gov.in. These guidelines and their elaborations / clarifications form the basis for selection of wind projects under the above scheme. In case of any difference in interpretation between this RfS document and said guidelines issued by MNRE, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on Bidder/WPD and SECI.

- 1.5.2. Solar Energy Corporation of India Ltd (SECI) has been designated as the nodal agency for implementation of this Scheme. SECI may develop a suitable monitoring mechanism, to analyse the performance of the projects, carry out random checks to verify compliance of quality standards.
- 1.5.3. MNRE may also lay down conditions in order to meet forecasting and scheduling requirements by appropriate commission or such other requirements including partial storage, to improve power quality.
- 1.5.4. The scope of these Guidelines is to provide the necessary framework and mechanism for transparent bidding process for implementation of Scheme for setting up of 1000 MW ISTS-connected WPPs.

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Section 2

DEFINITIONS

Section 2

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Following terms used in the document will carry the meaning and interpretations as described below:

Definitions

"Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"Affiliate" shall mean a Company that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership by one Company of at least 26% (twenty-six percent) of the voting rights of the other Company;

"Bidder" shall mean Bidding Company or a Limited Liability Partnership (LLP) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ LLP/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.;

"Bidding Consortium" or "Consortium" refers to a group of Companies that has collectively Submitted the response in accordance with the provisions of these guidelines.;

"Buying Entity" means the licensed entity engaged in the business of supply of electricity in the non-windy State and UTs and also includes the bulk consumers of any State/UTs who intend to buy atleast 10 MW of wind power under the Scheme.

"Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time;

"Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

"Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

"Commercial Operation Date (COD)" shall mean the date as defined in Clause 3.18;

"Contracted capacity" shall mean the A.C capacity in MW contracted with the Trader for supply by the WPD to the Trader at the Delivery Point from the Wind Power Project;

"Contract Year" shall mean the period beginning from the Effective 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:

- (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter

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- each period of twelve (12) months commencing on April 1 and ending on March 31, and
- (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

"Control" shall mean holding not less than 26% of paid up share capital.

"Controlling shareholding" shall mean not less than 51% of the voting rights and paid up share capital in the Company/Consortium;

"CTU" or "Central Transmission Utility" means the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.;

"Day" shall mean calendar day;

"Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

"Financial Closure or Project Financing Arrangements" means arrangement of necessary funds by the Project Developer either by way of commitment of funds by the company from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance;

"Group Company" of a Company means

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or
- (ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or
- (iii) a company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
- (v) a company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, nonbanking financial company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;

"Inter-connection/Delivery/Metering point" means the point at 220 kV or above where the power from the wind power project(s) will be injected into the ISTS. Metering shall be done at this interconnection point where the power will be injected into the ISTS i.e. the Delivery point. For interconnection with grid and metering, the developers shall abide by the relevant CERC Regulations, Grid Code, and Central Electricity Authority Regulations as amended from time to time;

"InSTS" means Intra-State Transmission System.

"ISTS" means Inter-State Transmission System.

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"Joint Control" shall mean a situation where control is equally distributed among the interested parties;

"Lead Member of the Bidding Consortium" or "Lead Member": There shall be only one Lead Member, having shareholding more than 51% in the Bidding Consortium, which cannot be changed till 1 year from the Commercial Operation Date (CoD) of the Project;

"Letter of Award" or "LOA" shall mean the letter issued by Solar Energy Corporation of India Ltd (SECI) to the Selected Bidder for award of the Project;

"Limited Liability Partnership" or "LLP" shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

"LLC" shall mean Limited Liability Company;

"Member in a Bidding Consortium" or "Member" shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;

"Month" shall mean calendar month;

"Net-Worth" means the Net-Worth as defined in Section 2 of the Company Act 2013.

"Non-Windy States/UTs" means states other than Windy-States and UTs.

"Paid-up share capital" means the paid-up share capital as defined in Section 2 of the Company Act, 2013.

"Parent" means a company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

"Pooling Substation/Pooling Point" means a point where more than one wind power projects 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 developer(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV and above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. 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 and 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.

"PGCIL" means Power Grid Corporation of India Limited

"PPA" shall mean the Power Purchase Agreement signed between the successful WPD and the Trader according to the terms and conditions of the standard PPA enclosed with this RfS;

"Project" is defined by separate points of injection into the grid at interconnection/ metering point at ISTS substation or in case of sharing of transmission lines, by separate injection at pooling point. Each project must also have a separate boundary, control systems and metering;

"Project Capacity" means the maximum AC capacity at the point of injection on which the Power Purchase Agreement shall be signed.

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"Project Commissioning" the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the Guidelines/PPA.

"Project Developer" or "Developer" or "Wind Project Developer (WPD)" means the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by SECI through a competitive bidding process.;

"RfS document" shall mean the bidding document issued by SECI including all attachments, clarifications and amendments thereof vide RfS no. SECI/C&P/WPD/RfS/1000MW/102016 dated 28/10/2016

"SECI" shall mean Solar Energy Corporation of India Ltd;

"Scheme" mean the MNRE Scheme for Setting up of 1000 MW ISTS-connected Wind Power Projects.

"Selected Bidder or Successful Bidder" shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

"STU or State Transmission Utility" 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;

"TOE" shall mean Tender Opening Event

"Trader" shall mean M/s PTC India Limited, the company selected by SECI for purchase and sale of wind power generated from the projects selected under this RfS;

"Trading Company" means the Company selected by SECI to purchase wind power from selected bidders for sale to Buying Entities;

"Trading Margin" means the trading margin as mutually agreed between Buying Entities and the Trading Company;

"Ultimate Parent" shall mean a Company, which owns not less than fifty-one percent (51%) equity either directly or indirectly in the Parent and Affiliates;

"Week" shall mean calendar week;

"Wind Power Project" means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.

"Windy States" means States which are rich in Wind Power Potential. These include Andhra Pradesh, Gujarat, Karnataka, Madhya Pradesh, Maharashtra, Rajasthan, Tamil Nadu and Telangana

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Section 3

BID INFORMATION AND INSTRUCTION TO BIDDERS

Section 3

BID INFORMATION AND INSTRUCTIONS TO BIDDERS

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3.1 Obtaining RfS Document, Cost of documents & Processing Fees

- 3.1.1. The RfS document can be downloaded from the website of TCIL (Telecommunication Consultants India Limited) <https://www.tcil-india-electronic-tender.com>. A link of the same is also available at www.seci.gov.in.

Note: - Interested bidders have to download the official copy of RfS & other documents after logging into the TCIL website by using the Login ID & Password provided by TCIL during registration (Refer Annexure – D). The bidder shall only be eligible to submit/ upload the bid document only after logging into the TCIL portal and downloading the official copy of RfS.

- 3.1.2. Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of Bid processing fee and cost of RfS documents. The bids submitted without cost of the RfS document and/or Processing Fee and/or Bank Guarantee against EMD, shall not be considered for the bidding and such bids shall not be opened by SECI.

3.2 Total Capacity Offered, Project Scope and Technology selection

Selection of Grid-connected Wind Power Projects for total capacity of 1000 MW will be carried out through e-bidding followed by e-Reverse Auction process.

The interested Project Developers are required to participate in the Request for Proposal (RfS) for installation of Grid-connected Wind Power Projects on Build-Own-Operate (B-O-O) basis under the scheme.

Capacity of each Project:

Wind Power Projects are required to be designed for inter-connection with transmission network of CTU at voltage level of 220 kV or above. The minimum project capacity shall be **50 MW** and the maximum capacity of the project shall be **250 MW**. The project capacity shall remain in between 50 MW and 250 MW only. The WPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in Annexure-A and Appendix-A-1.

Project Scope and Technology Selection:

Under this scheme, the WPD shall set up Wind Power Project(s) including the transmission network up to the Delivery Point in line with Clause 3.7, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity) including those required from State Government and local bodies shall be in the scope of the WPD. The Projects to be selected under this scheme provide for deployment of wind power technology. However, the selection of Projects would be technology agnostic within wind power technology.

3.3 Not Used

3.4 Maximum Eligibility for Project capacity allocation for a Bidder

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Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- 3.4.1 A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application for maximum of 250 MW with each project size being in between 50 MW and 250 MW.
- 3.4.2 The total capacity of wind power projects to be allocated to a bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 250 MW.
- 3.4.3 Multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.
- 3.4.4 The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in section 4.
- 3.4.5 In case the bidder wishes to set up more than one project, then the Projects would need to be physically identifiable with separate boundary wall, separate injection points and metering arrangement.

3.5 Qualification Requirements

Bidder as defined in section 2 is eligible to participate under this RfS. Any consortium, if selected as successful bidder for the purpose of supply of power to SECI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with SECI, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.

The bidder should meet the following eligibility criteria

A. Technical Eligibility Criteria

- i) The Owner of wind power projects having ownership of a wind power project of minimum capacity of 25 MW at one location continuously for not less than one year as on original date of bid opening.
 - ii) The EPC contractors of wind power projects having commissioned a wind power projects of minimum capacity of 25 MW at one location as on original date of bid opening; and
 - iii) The developer of Wind Power Projects,
 - (i) Who have installed a wind power projects of minimum capacity of 25 MW at one location as on original date of bid opening;
- OR

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- (ii) Who have completed the financial closure of at least 50 MW wind power projects and project is under execution as on original date of bid opening,

Will be eligible for participation in the Bid.

It is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely and successful commissioning of the Projects. In order to ensure only quality systems are installed, the type certified wind turbine models listed in Revised List of Models and Manufacturers (RLMM) will be allowed for deployment under the Scheme. The same list is placed as annexure-A.

3.6 Financial Requirements for Selected Projects

The Net-Worth of the Bidder for the financial year ended on 31.03.2016 should not be less than INR 1.50 Crores per MW (of the capacity quoted).

The Definition of Net-Worth is Defined in Section-2 under this RfS.

3.7 Connectivity with the Grid

3.7.1 The project should be designed for interconnection with the ISTS

3.7.2 The responsibility of getting the ISTS connectivity and Long Term Access (LTA) shall entirely be the WPD. For the information of the bidders, CTU may provide the details of ISTS Substation of the windy states with indicative information on the total installed transformation capacity and capacity available in MVA which can be injected/evacuated from these substations at a particular time. Such availability of transmission system being dynamic in nature, the bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation. The transmission of power up to the point of interconnection where the metering is done energy accounting shall be the responsibility of the WPD at his own cost. In case a WPD is required to use InSTS to bring wind power at ISTS point, he may do so per rule and regulations prescribed by the respective SERC in this regard. The maintenance of Transmission system up to the interconnection point shall be responsibility of the WPD.

3.7.3 The arrangement of connectivity can be made by the WPD through a dedicated transmission line which the WPD may construct himself or get constructed by PGCIL/State Transmission Company or any other agency on deposit work basis. The entire cost of transmission including cost of construction of line, wheeling

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charges, maintenance, losses etc. from the project up to the interconnection point will be borne by the WPD.

- 3.7.4 The WPD shall not be entitled to deemed generation in case of any delay in grant of connectivity or non-availability of LTA to the project.
- 3.7.5 The WPD Shall comply CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to LTA and Connectivity.
- 3.7.6 The Buying Entity will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the Drawl Point.

3.8. Not Used

3.9. Power Generation by Wind Power Developer

A. Criteria for generation

The WPDs will declare the annual CUF of their Project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared annual CUF shall in no case be less than 20% yearly. WPD shall maintain generation so as to achieve annual CUF not less than 90 % of the declared value during PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the WPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

B. Shortfall in minimum generation

During PPA, if for any year, it is found that the developer has not been able to generate minimum energy corresponding to the lower limit of CUF declared by the developer, such shortfall in performance shall make developer liable to pay the compensation provided in the PSA as payable to Buying Entities and shall duly pay such compensation to trading company to enable remitting the amount to the Buying Entities. This will, however be relaxable by SECI to the extent of grid non-availability for evacuation, which is beyond the control of the developer. The amount of compensation shall be equal to the compensation payable by the Buying Entities towards non - meeting of RPOs, if such compensation is ordered by the respective SERC. This compensation shall be applied to the amount of shortfall in generation during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with trading company affecting supply of wind power by WPD.

C. Excess generation

The WPD would be free to install wind turbine generator of total rated capacity not more than 105% of project capacity allotted to them. The additional 5% will take care for auxiliary consumption and losses up to interconnection point. Further, the project developer will be allowed to repower the project at a later stage, if required. However, in no case the project developer will be allowed to inject power more than capacity allotted. The WPD will not be allowed to sell any excess power to any other entity other than PTC (unless refused by PTC)

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In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the WPD will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.

3.10. Clearances required from the State Government and other local bodies

The Wind Power Developers are required to obtain necessary clearances and permits as required for setting up the Wind Power Projects.

3.11. Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

The Bidder shall provide the following Bank Guarantees to SECI in a phased manner as follows:

- Earnest Money Deposit (EMD) of Rs. 10 Lakh/MW in the form of Bank Guarantee along with RfS.
- Performance Bank Guarantee (PBG) of Rs. 20 Lakh/MW within 30 days from date of issue of Letter of Award.

The Bank Guarantees against EMD shall be returned to the selected bidders after PBGs submitted by them is verified by SECI.

The selected bidders are required to sign PPA with the Trading Company selected for the purpose by SECI in line with the Timeline given in the Guidelines. In case, the selected bidder refuses to execute the PPA within the stipulated time period, the Bank Guarantees equivalent to EMD shall be en-cashed by SECI as penalty. In case the Project is not selected, SECI shall release the Bank Guarantees within 15 days of the date of issue of LoA to selected bidders. The PBGs shall be valid for a period of 18 months from the date of issue of LoA for the Projects. The PBGs will be returned to the developers immediately after successful commissioning of their projects, after taking into account any penalties due to delays in commissioning as per provisions stipulated in 3.17

- i) **Earnest Money Deposit (EMD) of Rs.10 Lakh / MW per Project** in the form of Bank Guarantee according to Format 6.3 A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C to SECI. Bank Guarantees issued by foreign branch of a bank from bank list given in Annexure-C is to be endorsed by the Indian branch of the same bank or State Bank of India.

- ii) **Performance Bank Guarantee (PBG):** Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value of @ Rs 20 Lakh / MW/Project within 30 days of issuance of Letter of award and before signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3B, issued in the name of the Trader, for a value @ Rs 20 Lakh/MW/Project with a validity period of 18 months from the date of issue of LOA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder.

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- iii) All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.
- iv) The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Schedule-2 of draft PPA to SECI. Performance Bank Guarantees (PBGs) issued by foreign branch of a bank from bank list given in Schedule-2 of draft PPA is to be endorsed by the Indian branch of the same bank or State Bank of India.
- v) The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed with power trader.
- vi) The WPDs of the Projects selected based on this RfS are required to sign PPA with the Trader within 06 month after the date of issue of LoA. Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the Trader. In case, the Trader offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.14 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by SECI and the selected Project(s) shall stand cancelled.
- vii) The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- viii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the WPDs.
- ix) In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- x) After the bidding process is over, SECI shall release the Bank Guarantees towards EMD of the unsuccessful Bidders/project capacities within 15 days of the date of issue of LoA to selected bidders. The PBG of WPDs shall be returned to the WPD immediately after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 3.17.

3.12. Not used.

3.13 Forfeiture of EMD

The BG towards EMD shall be encashed by SECI in following cases:

- i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
- ii) In case, the Trader offers to execute the PPA with the Selected Bidder and if the selected bidder does not submit the requisite documents as per Clause 3.14 or does not execute the PPA within the stipulated time period;
- iii) If after date of issue of LOA, it is found that the documents furnished by the bidder during RfS are misleading or misrepresented in any way and that relevant facts have

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been suppressed;

- iv) If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 3.11; and

3.14 Power Purchase Agreement

- 3.14.1 A copy of Standard Power Purchase Agreement to be executed between the Trading Company selected for the purpose by SECI and the Wind Project Developer shall be provided by SECI along with this RfS. The PPA shall be signed within 06 month from the date of issue of Letter of Award (LoA) (*for e.g. If the LOA is dated 07-10-2016, then the last date of signing of PPA shall be 07-04-2017*). Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the Trader. PPA will be executed between the Trader and selected bidder for each Project. The PPAs shall be valid for a period of 25 years from the date of COD as per provisions of PPA.
- 3.14.2 Before signing of PPA between the Trader and the selected Bidders, SECI will verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will be required to furnish the documentary evidence for meeting the RfS Qualification Requirement and financial requirements mentioned at Clause 3.5 and 3.6 respectively. SECI at this stage may also ask the Bidders to furnish the audited balance sheet of the previous month-end along with complete Bank Statement starting from day 1 of submission of response to RfS till date along with a copy of the documents submitted with ROC which became due during this period, along with all the relevant documents filed with MCA for allotment of Shares are required to be submitted at the time of signing of PPA. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 3.14.3 Successful bidders will have to submit the required documents to SECI preferably within 30 days of date of issue of Letter of Award (LOA). The same are also required to be uploaded on SECI's Centralized Project Monitoring System (refer clause 3.27) within the same time period. In case of delay in submission of documents beyond the timeline as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.
- 3.14.4 The Trading Company will be obliged to buy the entire power as per generation schedule to be provided by the project developers, required under grid regulations. However, the project developers are required to achieve a minimum CUF as stipulated in clause 3.9 (A).
- 3.14.5 The trading company will execute a Power Sale Agreement (PSA) valid for 25 years with the Buying Entities for sale of wind power. Further, these Buying Entities will have to maintain LC and Escrow Arrangement as may be defined in the PSA.
- 3.14.6 The developers will be free to reconfigure and repower their plants from time to time during the PPA duration. However, the Trader will be obliged to buy power only within

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the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per guidelines.

3.14.7 The project developers are free to operate their projects after expiry of the 25 years of PPA period if other conditions like land lease etc., permits. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the wind project developer, Trading Company and the Buying Entities.

3.15. Not Used.

3.16. Financial Closure or Project Financing Arrangements

The Project Developer shall report tie-up of Financing Arrangements for the projects within 9 months from the date of issue of LoA. At this stage, the Project Developer would furnish within the aforesaid period the necessary documents to establish that the required land for project development is in clear possession of the Project Developer. The WPD shall be required to submit the transmission connectivity agreement with the ISTS and also with InSTS, if applicable.

In case of delay in achieving above condition as may be applicable, SECI shall encash Performance Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is on account of Force Majeure. An extension can however be considered, on the sole request of WPD on payment of Rs. 10,000/- per day per MW. This amount will go into a separate fund and will be used for development of wind energy sector as per guidelines formulated by MNRE for the purpose.

- i) The requisite technical criteria have been fulfilled (including separate transmission service agreement for each allotted Project) and orders placed/agreements entered into, for supply of plants and equipment for the project.
- ii) The details of all planned/proposed wind turbine generators (manufacturer, model number, datasheet, all technical certificates as mentioned at Annexure-A along with the link of the certifying authority) for the project at least 14 days prior to the scheduled financial closure date.
- iii) Thereafter, a technical committee constituted by SECI shall verify the compliance in respect of the technical criteria mentioned at Annexure-A. If the documents submitted by the WPD meet the requirement mentioned in Annexure-A for specific model numbers of a particular manufacturer and is verified by the committee. However, in this case, WPD shall solely be responsible for the consequences of delay in commissioning due to delay in verification of the documents by the committee or for non-compliance.
- iv) Required land for project development is under possession of the WPD. In this regard the WPD shall be required to furnish the documentary evidences to establish the possession of the required land/lease agreement in the name of the WPD: -
- v) Sworn affidavit from the Authorized person of the WPD listing the details of the land and certifying total land required for the Project under clear possession of the WPD. In exceptional circumstances change of land could be agreed within 06 months of signing of PPA or at Financial Closure, whichever is earlier, but with prior approval of SECI. In such case the Bidding Company / Project Company has to furnish the revised CTU connectivity letter for the new location.

3.17. Commissioning

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The Commissioning of the Projects shall be carried out by the WPDs selected based on this RfS, in line with the Procedure elaborated in draft PPA document (Commissioning Procedure at Annexure-A and Appendix-A-1 are for reference). SECI may authorize any individual, committee, or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the State Nodal Agency or SECI after successful commissioning.

A. Part Commissioning

Part commissioning of the Project shall be carried out in two parts as mentioned below:

- i) The minimum capacity for acceptance of part commissioning shall be 50 MW or 50% of the allocated Project Capacity, whichever is higher and
- ii) balance capacity thereafter in batches of capacity not less than 50 MW or in one go.
- iii) The PPA will remain in force for a period of 25 years from the date of acceptance of the first part commissioning of the project.

Note: In case the project is split into multiple projects as specified in clause 3.7.1, the above conditions will be applicable for each split project capacity. The PPA will remain in force for a period of 25 years from the date of as per the provisions of PPA.

B. Commissioning Schedule and Penalty for Delay in Commissioning

The Project shall be commissioned within 18 months from date of issuance of Letter of Award (for e.g. if LoA issuance date is 07.10.2016, then scheduled Commissioning date shall be 07.04.2018). In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, SECI shall encash the Performance Bank Guarantee (PBG) in the following manner:

- a. Delay up to Six month – the total PBG on per day basis and proportionate to the balance Capacity not commissioned.
- a. Delay of more than six months – In case the commissioning of the project is delayed over Six (6) months, the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction in the fixed tariff shall be limited to 27 months from the date of issue of LoA. In case, the Commissioning of the Project is delayed beyond 27 months from the date of issue of LoA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned, provided that the commissioned capacity is not below 50 MW or 50% of the allocated Project Capacity, whichever is higher, and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. If the WPD failed to commission project capacity of 50 MW or 50% of the allocated Project Capacity, whichever is higher within a period of 27 months from the date of issue of LoA, apart from imposition of penalties as listed above

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he shall be blacklisted and will not be allowed to participate in any other scheme of MNRE/SECI for a period to be decided by them.

The funds generated from the encashment of the Bank Guarantees shall be deposited in a separate fund under the guidance of MNRE. In case of delays of project commissioning due to the reasons beyond the control of the WPD, SECI after having satisfied with documentary evidences produced by the WPD for the purpose, can extend the time for commissioning date by up to 3 months, without any financial implications to the WPD. For any extension beyond the period of 3 months, SECI will approach MNRE, who will be authorized to decide on further extension with the approval of Minister-in-charge, MNRE.

3.18. Commercial Operation Date (COD):

The Commercial Operation Date (COD) shall be considered as the actual date of commissioning of the project as declared by the SNA/Commissioning Committee. COD will be declared only when the project developer has commissioned at least 50 MW capacity or 50% of the allotted project capacity whichever is higher. PPA tenure will be counted from the COD irrespective of the date of commissioning of the balance capacity.

The following two milestone dates for commissioning may therefore be observed and may fall on separate dates:

- i) **Inter connection with Grid:** This may be provided by the PGCIL/State Transmission Company on the request of the project developer, to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.
- ii) **The Commissioning of Project:** This will be on a date, when the project meets the criteria defined for project commissioning. SECI may authorize any individual or committee or organization to declare the project commissioned on site. Any infirm power produced and flowing into the grid before COD shall not be at the cost of Trading Company under this scheme and developers will be free to make short-term sale to any organization or individual as per regulations. Trading company may agree to buy this power as a trader if they find it viable outside the Scheme

3.19. Not Used.

3.20 Minimum Paid up Share Capital to be held by Project Promoter

- i) The Company developing the project shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with Trader.
- ii) No change in the shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfS till the

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execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- iii) After execution of PPA, the controlling shareholding (controlling shareholding shall mean more than 26% of the voting rights and paid-up share capital) in the Company/Consortium developing the project shall be maintained for a period of (1) one year after commencement of supply of power. Thereafter, any change can be undertaken under intimation to SECI. Transfer of controlling the shareholding within the same group of companies will however be allowed after CoD, with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.
- iv) In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SECI. This amount will go into a separate fund and will be used for development of wind energy sector as per guidelines formulated by MNRE for the purpose

3.21. Structuring of the Bid selection process

Single stage, double envelope bidding followed by reverse auction has been envisaged under this RfS. Bidders have to submit both Techno-commercial bid and Financial bid (discounted tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause 3.25.

3.22. 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.

Detail Instructions to be followed by the bidders for online submission of response to RfS as stated at Annexure – D and Annexure-E.

Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 6.1**.
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 6.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that, such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A**.

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4. Performance Guarantee (to be submitted before signing of PPA as specified in Clause 3.11) in the form as per **Format 6.3 B** (to be filled out separately for each Project).
5. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the Trader. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
 - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
7. **Format 6.7: not used**
8. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of the same shall be submitted within 09 months from the date of issue of LOA as per **Format 6.9** (to be filled out separately for each Project) in line with Clause 3.16.
9. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.10** (to be filled out separately for each Project).
10. **Attachments (to be submitted separately for each Project)**
 - i) Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Wind Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which

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highlights the objects relating to Power/ Energy/ Renewable Energy/ Wind Power plant development has to be submitted prior to signing of PPA.

- ii) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.
- iii) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within one week prior to the last date of bid submission.
- iv) Documents containing information about the Promoters and their shareholding in the Company (as on a date within one week prior to the last date of bid submission) to SECI indicating the controlling shareholding at the stage of submission of response to RfS to SECI as per Clause 3.20. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RFS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- v) Certified copies of annual audited accounts for the last financial year, i.e. FY 2014-15 or FY 2015-16 as applicable shall be required to be submitted; OR in case the Bidder is a newly formed company, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement (if available) shall be required to be submitted.

3.23 Important notes and instructions to Bidders

- a. 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 deviations and referring to any other document for providing any information required in the prescribed format.
- b. The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 3.14.
- c. 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 RfS, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee 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 RfS.
- d. If the event specified at 3.23 (c) is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.
- e. Response submitted by the Bidder shall become the property of the SECI and SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 3.11 (x).
- f. All documents of the response to RfS (including RfS, PPA and all other documents uploaded on TCIL portal as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.

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- g. The response to RfS shall be submitted as mentioned in Clause 3.22. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- h. The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the **relevant Bid-part** is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- i. All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted. .
- j. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- k. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SECI.
- l. Response to RfS not submitted in the specified formats will be liable for rejection by SECI.
- m. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- n. Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- o. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.24 Non-responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted offline to SECI shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

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

- a. Non submission of Cost of RfS and/or Processing fee as mentioned in the Bid Information Sheet.
- b. Non-submission of EMD in acceptable form along with RfS document.
- c. Response to RfS not received by the due date and time of bid submission;
- d. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- e. Non submission of the original documents mentioned at Clause 3.25 A by due date and time of bid submission;
- f. Any indication of discounted tariff in any part of response to the RfS, other than in the financial bid.

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| | |
|-----------------------------|--|
| <i>RfS Reference No.</i> | |
| <i>Submitted by</i> | (Enter Full name and address of the Bidder) |
| <i>Authorized Signatory</i> | (Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder) |
| <i>Bid Submitted to</i> | GM (C&P) Solar Energy Corporation of India Ltd 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989256, Email – contracts@seci.gov.in |

B. Documents to be submitted Online

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

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned.

All documents of the response to RfS submitted online must be digitally signed on www.tcil-india-electronic-tender.com which should contain the following:

1. “Technical Bid (First Envelope)”

The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below.

- i) Formats- 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.7 (if applicable), 6.8, 6.9, 6.10 as elaborated in Clause 3.22;
- ii) All attachments elaborated in Clause 3.22., under the sub-clause 10: Attachments, with proper file names.
- iii) All supporting documents regarding meeting the eligibility criteria

The bidder will have to fill the Electronic Form provided at the TCIL portal as part of Technical Bid.

2. “Financial Bid (Second Envelope)”

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- i) Covering letter as per Format-6.11 of this RfS document;

Only single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the TCIL portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

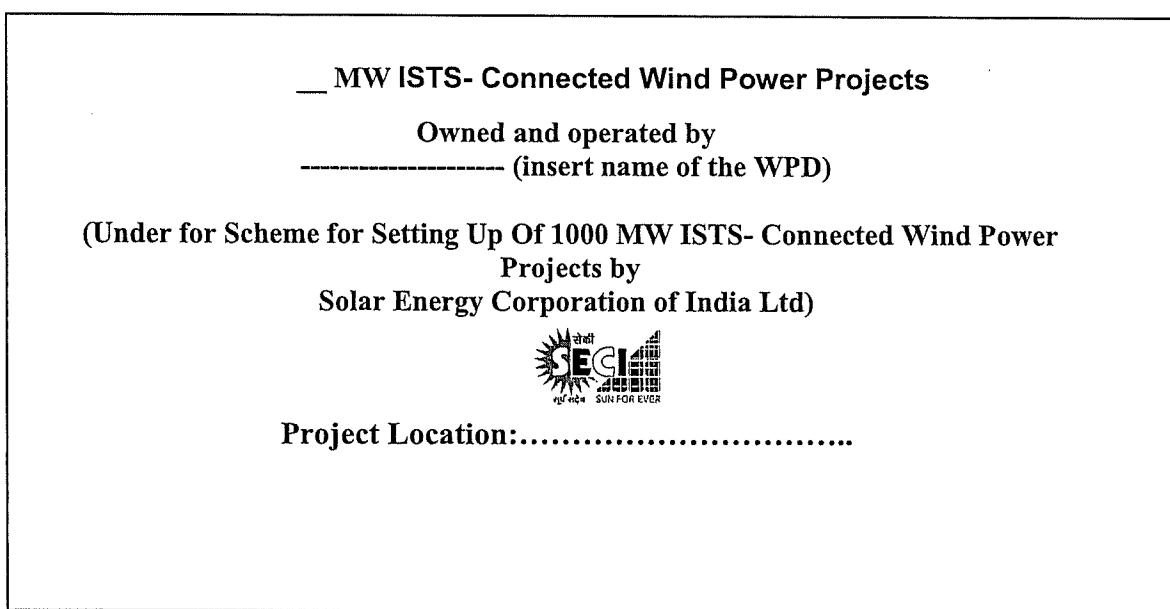
Important Note:

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- (i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- (ii) Wherever mentioned, the Bidder must clearly indicate the Category under which the respective Project is being proposed. In case of any discrepancy, the Bid will be liable for rejection.
- (iii) 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.
- (iv) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

3.26 Notice board for display:

The selected WPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.



3.27 Registration with SECI CPM

SECI is in the process of developing web based Centralized Project Monitoring (CPM) application. After issuing of LoI, an online account will be created for each successful WPD. The successful WPD has to mandatorily log in to SECI Centralized Project Monitoring System (CPM) and upload required documents along with submitting the documents offline (as per requirement of SECI) within the stipulated time period for PPA, Financial Closure, and Commissioning etc. The failure to upload/submission of required documents within the deadline shall be followed as per the relevant/respective clauses mentioned in this RfS, PPA.

3.28 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of response to RfS ("Bid Validity"). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.29 Bid Preparation cost

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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. SECI shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

3.30 Clarifications/Pre Bid meeting/ Enquires/ Amendments

- i) Clarifications / Doubts, if any, on RfS document may be emailed and/or through TCIL portal.
- ii) SECI 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 SECI's response will be uploaded in the website www.tcil-india-electronictender.com. If necessary, amendments, clarifications, elaborations shall be issued by SECI which will be notified on SECI/TCIL web site. No separate reply/intimation will be given for the above, elsewhere.
- iii) A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet (venue to be notified later on SECI's website or TCIL Portal).
- iv) Enquiries/ clarifications may be sought by the Bidder from:

| Name of the Authorized Person of SECI: | Contact Details: |
|---|--|
| Mr. Sanjay Sharma, General Manager (C&P) | Phone (Off):011-71989256 E-mail: contracts@seci.gov.in |
| Mr. Biblesh Meena, Sr. Engineer (C&P) | Phone (Off): 011-71989284, Email: biblesh@seci.gov.in |
| Mr. Pratik Prasun, Sr. Engineer (C&P) | Phone (Off): 011-71989236, Email: pratikpr@seci.gov.in |

3.31 Right of SECI to reject a Bid

SECI reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

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Section 4

BID EVALUATION AND SELECTION OF PROJECTS

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Section 4

Bid evaluation methodology and selection of Projects

4.1 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section 3 of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

4.2 Techno-commercial Evaluation of Wind Project Developers (WPDs)

A. First Envelope (Technical Bid) Evaluation (Step-1):

- i) The first envelope (Technical Bid submitted online) of only those bidders will be opened by SECI whose required documents as mentioned at clause 3.25 A are received at SECI office on or before the due date and time of bid submission.
- ii) Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- iii) Subject to Clause 3.24, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SECI may seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 7 days from the date of such intimation from SECI. All correspondence in this regard shall be made through email/ TCIL portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.

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- iv) The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.
- v) Not used.

B. Second Envelope (Financial Bid) Evaluation (Step-2):

In this step evaluations shall be done based on the "Tariff" quoted by the bidders in the ElectronicForm of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

- i) Second Envelope (containing Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.
- ii) The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting a tariff per kWh for each applied project. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is ₹4.337, then it shall be considered as ₹4.33).
- iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- iv) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Wind Power Projects short-listed is lower than or equal to 1000 MW, then the procedure as elaborated in Clause 4.3.3 shall be followed.
- v) Note: In case of each category, on completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of SECI. Thereafter SECI will take appropriate action as deemed fit.
- vi) If the first-round tariff quoted is same for two or more bidders, then all the bidders with same tariff shall be considered of equal rank/ standing in the order.
- vii) All bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n as mentioned in clause 4.3.3).
- viii) Ranking of bidders after Financial Bid Evaluation: In case of financial bids received from all bidders are in the form of tariff, ranking of bidders shall be done accordingly. For example:

| Bidder | Submitted Financial bid | Ranking |
|---------------|--------------------------------|----------------|
| B1 | ₹ 3.30 (Tariff in ₹/ kWh) | L1 |
| B2 | ₹ 3.80 (Tariff in ₹/ kWh) | L2 |
| B3 | ₹ 4.30 (Tariff in ₹/ kWh) | L3 |
| B4 | ₹ 4.30 (Tariff in ₹/ kWh) | L3 |
| B5 | ₹ 4.43 (Tariff in ₹/ kWh) | L4 |
| B6 | ₹ 4.90 (Tariff in ₹/ kWh) | L5 |
| B7 | ₹ 5.30 (Tariff in ₹/ kWh) | L6 |
| B8 | ₹ 5.35 (Tariff in ₹/ kWh) | L7 |
| B9 | ₹ 5.35 (Tariff in ₹/ kWh) | L8 |

4.3 Reverse Auction (Step-3)

4.3.1. The reverse auction shall be conducted on www.tcil-india-electronic-tender.com/. Reverse Auction shall be carried out on the day as intimated by SECI to the eligible bidders.

4.3.2. Not Used.

4.3.3. In case sum of total bid capacity of all techno-commercially qualified bidders is more than the total notified capacity, then the Total eligible bidders for reverse auction shall be decided as mentioned below:

Assuming

S_E = Total number of techno-commercially qualified bidders, and

S_k = Cumulative capacity till the ' k^{th} ' serial number bidder (**not the ' k^{th} ' rank bidder**) after ranking is done in ascending order from L1 onwards

| | | |
|--|--|--|
| $S_E =$ (Eligible capacity for award) | (i) In case $S_T < 1000$ MW; $S_E = 0.8 \times S_T$, (ii) In case $S_T \geq 1000$ MW; $S_E = 0.8 \times S_T$, subject to maximum eligible capacity being 1000 MW. | |
| $n = \{$ | T, if $T=m$ or $m+1$ | Where $m =$ Total number of techno-commercially qualified bidders (after ranking is done in ascending order from L1 onwards) such that $(S_{m-1} < S_E$ MW and $S_m \geq S_E)$ and $1 \leq m \leq T$ |
| | $m+(T-m)/2$, if $S_m \geq S_E$ and $T-m$ is even | |
| | $m+(T-m+1)/2$, if $S_m \geq S_E$ and $T-m$ is odd | |

Total eligible bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n.

For e.g. (Shortlisting of bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders = $S_T=1320$ MW

| Sl. No. | Techno commercially qualified Bidder | Rank | Capacity (MW) | T | m | S_E | n | Shortlisted Bidders |
|---------|--------------------------------------|------|---------------|----|---|---------|----|---------------------|
| 1 | B8 | L1 | 110 | 11 | 7 | 1000 MW | 9* | B8 |
| 2 | B5 | L2 | 90 | | | | | B5 |
| 3 | B1 | L3 | 250 | | | | | B1 |
| 4 | B4 | L3 | 150 | | | | | B4 |
| 5 | B2 | L4 | 160 | | | | | B2 |
| 6 | B3 | L5 | 190 | | | | | B3 |
| 7 | B7 | L6 | 150 | | | | | B7 |
| 8 | B6 | L7 | 60 | | | | | B6 |
| 9 | B10 | L8 | 50 | | | | | B10 |
| 10 | B9 | L9 | 55 | | | | | |
| 11 | B11 | L10 | 55 | | | | | |

* Though, $n = 7 + (11-7)/2 = 9$ as per the above formula.

- 4.3.4. At least one week prior to reverse auction, an advance intimation regarding the date and time of the e-Reverse Auction will be sent to by email to all bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-Reverse Auction. Further at least two hours before the schedule start time of e-Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at 4.3.3.
- 4.3.5. Shortlisted bidders for Reverse Auction will be able to login into the TCIL website of reverse auction 15 minutes before the start time of reverse auction.
- i) During the 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
 - ii) The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised discounted tariff which has to be at least 01 (one) paisa less than its current discounted tariff.
 - iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in the previous clause. However, at no stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
 - iv) During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
 - v) In the bidder's bidding window, the following information can be viewed by the bidder:
 - 1. Its tariff as their initial start price and thereafter last quoted tariff along with project capacity for which the bidder is qualified;
 - 2. The list of all the bidders with their following details:
Pseudo Identity, last quoted tariff and project capacity
 - vi) The initial auction period will be of one (01) hour with a provision of auto extension by eight minutes from the scheduled/extended closing time if any fresh bid is received in last eight minutes of auction period or extended auction period. If no valid bid is received during last eight minutes of auction period or extended auction period, then the reverse auction process will get closed.

4.4 Selection of Successful Bidders

- 4.4.1. The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted. Some of the possible scenarios including, but not limited to, are shown below:

| Scenario – 1 | Scenario – 2 | Scenario - 3 | Scenario – 4 |
|--------------------------|--------------------------|--------------------------|--------------------------|
| ₹ 3.30 (Tariff in ₹/kWh) | ₹ 3.30 (Tariff in ₹/kWh) | ₹ 3.75 (Tariff in ₹/kWh) | ₹ 3.30 (Tariff in ₹/kWh) |
| ₹ 3.80 (Tariff in ₹/kWh) |
| ₹ 4.30 (Tariff in ₹/kWh) |

| | | | |
|---------------------------|---------------------------|---------------------------|---------------------------|
| ₹ 4.43 (Tariff in ₹/ kWh) | ₹ 4.35 (Tariff in ₹/ kWh) | ₹ 4.30 (Tariff in ₹/ kWh) | ₹ 4.30 (Tariff in ₹/ kWh) |
| ₹ 4.43 (Tariff in ₹/ kWh) | ₹ 4.36 (Tariff in ₹/ kWh) | ₹ 4.43 (Tariff in ₹/ kWh) | ₹ 4.43 (Tariff in ₹/ kWh) |
| ₹ 4.90 (Tariff in ₹/ kWh) | ₹ 4.90 (Tariff in ₹/ kWh) | ₹ 4.95 (Tariff in ₹/ kWh) | ₹ 4.90 (Tariff in ₹/ kWh) |

- 4.4.2. The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total project capacity (i.e. 1000 MW) is exhausted.
- 4.4.3. In case of the last selected bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then project capacity with highest preference (as mentioned in the Covering Letter) and so on shall be awarded to the bidder till the total capacity (i.e. 1000MW) is exhausted. (**Note:** It will be mandatory for the last selected Bidder to accept the last Project capacity offered by SECI, which may be less than the capacity quoted by him). However, the bidder may intimate SECI about its revised preference order of projects within two working days after e-Reverse Auction event and the same shall be considered by SECI to allot the projects before issuance of LoI.
- 4.4.4. In case of tie, among two or more bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.
- 4.4.5. In the above case (as mentioned in previous clause), if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:
- Step – 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
- Step – 2: Ranking will be done based on draw of lots.
- 4.4.6. At the end of selection process, a letter of Intent (LOI) will be issued to all the successful bidders. In case Consortium being selected as successful bidder, the LOI shall be issued to the Lead Member of the Consortium.

In all cases, SECI's decision regarding selection of bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

Also, SECI shall reserve the right to short close the capacity lower than 1000 MW at its discretion if prices are abruptly high.

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Section 5

OTHER PROVISIONS

Section 5

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OTHER PROVISIONS

5.1 Role of State Nodal Agencies

It is envisaged that the State Government shall appoint any Agency as a State Level Agency which 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 issue of commissioning certificates.

5.2 Role of State Transmission Utility/CTU/PGCIL

It is envisaged that the State Transmission Utility/CTU/PGCIL will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- Upon application of LTA/Connectivity as per CERC Regulations, CTU shall coordinate with the concerned agencies for grant of connectivity and LTA.
- Support during commissioning of projects

5.3 Support during commissioning of projects Power to Remove Difficulties

If any difficulty arises in giving effect to any provision of these guidelines or interpretation of the guidelines or there is a requirement to modify the guidelines for better implementation, the matter will be referred to a Committee constituted by MNRE for this purpose. Thereafter, clarifications/modifications/ rectification of anomalies, may be issued with approval of Secretary, MNRE.

5.4 Performance Monitoring

All wind power projects under the scheme shall comply the Grid Code and Regulations made thereunder. They must install necessary equipment to continuously measure wind resource data and other weather parameters and simultaneously measure the electricity generated from the each wind turbine. They will be required to submit this data to SECI and MNRE or any other designated agency through on-line and/or a report on regular basis every month for the entire duration of PPA. Further, they shall mandatorily also grant access to SECI and MNRE or any other designated agency to the remote monitoring portal of the power projects on a 24X7 basis.

4.4 Empowered Committee of MNRE

In order to facilitate smooth implementation of the scheme, an Empowered Committee under the chairmanship of Joint Secretary, MNRE shall be constituted by MNRE. If any difficulty arises in giving effect to any provision of these guidelines or interpretation of the guidelines or there is a requirement to modify the guidelines for better implementation, the matter will be referred to the Committee. Thereafter, clarifications/modifications/ rectification of anomalies, may be issued with approval of Minister in-charge.

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Section 6

FORMATS FOR BID SUBMISSION

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Section 6

6.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in **Clause 3.5, 3.6, 3.7** of Section 3 and other submission requirements specified in the RfS.

- i) Format of Covering Letter (Format 6.1)
- ii) Format for Power of Attorney (Format 6.2)
- iii) Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- iv) Format for Performance Bank Guarantee (Format 6.3 B)
- v) Format for Board Resolutions (Format 6.4)
- vi) Format for the Consortium Agreement (Format 6.5)
- vii) (Format 6.6) – Not Applicable
- viii) Letter from CTU/STU/any other Transmission Utility (Format 6.7)
- ix) Format for Disclosure (Format 6.8)
- x) Format for Technical Criteria (Format 6.9)
- xi) Format for Proposed Technology Tie-up (Format 6.10)
- xii) Format for submission of financial bid (Formats 6.11)
- xiii) Technical Requirements for Grid Connected Wind Power Projects (Annexure - A)
- xiv) Check List for Bank Guarantees (Annexure-B)
- xv) List of Banks (Annexure-C)
- xvi) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- xvii) Terms & Conditions of Reverse Auction Procedure (Annexure-E)

The Bidder may use additional sheets to submit the information for his detailed response.

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FORMAT-6.1**Covering Letter**

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

Date: _____
 Reference No: _____

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

Tel.#:

Fax#:

E-mail address#

To
GM (C&P)
Solar Energy Corporation of India
1st Floor, D-3, A-Wing, District Centre,
Religare Building, Saket,
New Delhi-110017

Sub: Response to RfS No ----- dated ---- for Scheme for Setting Up Of 1000 MW ISTS-Connected Wind Power Projects

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to Power Trader selected by SECI and terms hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.8 under Disclosure). We also confirm that we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 250 MW including this response to RfS. We are submitting application for the development of following Wind Power Project(s):-

| Proj No. | Capacity (MW) | Location of Project (Vill, Tehsil, Dist.) | Sub-station Details | Preferences* |
|----------|---------------|---|---------------------|--------------|
| 01 | | | | |
| 02 | | | | |

(Note: 1. The bidder must ensure the project capacity mentioned should be more than or equals to 50 MW and less than or equals to 250 MW For each project..
 2. Delete/Insert the rows as applicable, and number the Projects and envelopes accordingly)

*The preferences of the projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity, In this case, the allocation will be done as described in clause 4.4.3.

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1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], and standard PPA. In token of our acceptance to the RfS, and PPA along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 18 months of the date of issue of LOA.

2. *Not used*

3. Earnest Money Deposit (EMD): - (*Please read Clause 3.11 carefully before filling*)

We have enclosed EMD of Rs. (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 6.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.11 of this RfS. The total capacity of the Wind Power Project offered by us is MW [Insert cumulative capacity proposed].

4. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in 3.11 ii), 3.12 respectively on issue of LOI by SECI for the selected Projects and/or we are not able to sign PPA with power trader within 06 month from date of issue of LOA or as intimated by SECI for the selected Projects, SECI shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
5. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
6. We hereby declare that during the selection process, in the event our Project happens to be the last Project and SECI offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.
7. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by SECI 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 this process.

8. 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 response to RfS, execute the PPA in the event of our selection as Successful Bidder.

9. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with trader, committing total equity infusion in the SPV as per the provisions of RfS.
10. *We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 09 months from the date of issue of LOA. In the event of delay in commissioning with the grid of STU/CTU beyond 06 months, the provisions of 3.17 B of the RfS/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with STU/CTU grid is established.*

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11. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
12. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.
13. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
14. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RfS).

15. Contact Person

Details of the representative to be contacted by SECI are furnished as under:

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

16. 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 as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20...

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.22 (5) (a))

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FORMAT-6.2(Applicable only in case of Consortiums)**FORMAT FOR POWER OF ATTORNEY**

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

POWER OF ATTORNEY

(To be executed 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 atand 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 if finalized) (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 response to RfS No..... We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS 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 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 of person authorized by the board)

(Name
Designation
Place:
Date:)
Accepted

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

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Attested

(Signature of the executant)

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

Place:-----
Date:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

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FORMAT- 6.3 A**Format for Earnest Money Deposit**

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

Ref. _____ Bank Guarantee No. _____
Date: _____

In consideration of the ----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of MW [Insert cumulative Project capacity proposed] under Scheme for Setting Up Of 1000 MW ISTS- Connected Wind Power Projects for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the Bidder] as per the terms of the RfS, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ----[Insert amount not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity proposed, only, on behalf of M/s. _____ [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with Clause 3.11 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause 3.11 of this RfS]. SECI shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Clause 3.11 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi 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 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 SECI 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 or to enforce any security held by SECI 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 SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____

[Date to be inserted on the basis of Clause 3.11 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

E-mail ID of the bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20_____

FORMAT- 6.3 B

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Format for Performance Bank Guarantee for Wind Power Project
 (to be submitted separately for each Project)

(Note: - Total Performance Guarantee is to be submitted in 2 Nos. of Bank Guarantee in the ratio of 20% & 80% Value.)

(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] (hereinafter referred to as selected Wind Power Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at[Insert name of the place] under **Scheme for Setting Up Of 1000 MW ISTS-Connected Wind Power Projects**, for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India Ltd (hereinafter referred to as SECI) and SECI considering such response to the RfS of[insert the name of the selected Wind Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Wind Power Project of the Wind Power Developer and issuing Letter of Intent No ----- to (Insert Name of selected Wind Power Developer) as per terms of RfS and the same having been accepted by the selected WPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Wind Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Wind Power Developer / Project Company]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract 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 parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ only.
 Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the selected Wind Power Developer /

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Project Company as applicable] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi 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 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 SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Wind Power Developer / Project Company , to make any claim against or any demand on the selected Wind Power Developer / Project Company or to give any notice to the selected Wind Power Developer / Project Company or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Wind Power Developer / Project Company .

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

E-mail ID of the bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20_____

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

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Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in draft PPA.

FORMAT-6.4

Format for Board Resolutions

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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 or Companies Act 2013, as applicable, 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 response to RfS vide RfS No. _____ for "Scheme for Setting Up Of 1000 MW ISTS- Connected Wind Power Projects " in India, including signing and submission of all documents and providing information / response to RfS to Solar Energy Corporation of India Ltd (SECI), representing us in all matters before SECI, and generally dealing with SECI 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**)
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable 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]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable 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 each Member of the Bidding Consortium including Lead Member such that total equity is 100%**)

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. (**To be provided by the each Member of the Bidding Consortium including Lead Member**)

And

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 Company, 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**]

3. NOT USED

Certified true copy

(Signature, Name and stamp of Company Secretary)

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Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT- 6.5

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Format for Consortium Agreement

(to be submitted separately for each Project)

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

THIS Consortium Agreement ("Agreement") executed on this _____ day of _____ Two thousand _____ between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", 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 "**Member-2**", 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 "**Member-n**", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by Solar Energy Corporation of India Ltd (SECI) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at _____ or _____ constituted under

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS Trader desires to purchase power under Scheme for Setting Up Of 1000 MW ISTS-Connected Wind Power Projects.

WHEREAS, SECI had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by SECI wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, ----, Member-n and to submit the response to the RfS.

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2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. 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 of their respective equity obligations. Each 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.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

| Name | Percentage |
|----------|------------|
| Member 1 | --- |
| Member 2 | --- |
| Member n | --- |
| Total | 100% |

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. 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.
9. It is further specifically agreed that the financial liability for equity contribution of the 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 its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [-----] alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder..
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of SECI in terms of the RfS.

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12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SECI.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of SECI.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA..

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s----- [Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

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For M/s-----[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [•])

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

Note: - Technology Partner in a Consortium shall be a Company with equity participation less than 10%.

FORMAT- 6.6**FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH****Not Applicable**

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FORMAT- 6.7

Format for Letter from STU/CTU/any other transmission utility
(on the letter head of the STU/CTU/any other transmission utility)

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(to be submitted separately for each Project)

To,

[Insert name and address of SECI / Bidding Company or Member of Consortium]**Dear Sir,**

Sub: Response to RfS No._____ for Scheme for Setting Up Of 1000 MW ISTS-Connected Wind Power Projects.

1. M/s _____ [Insert name of the Bidding Company/ Lead Member of Bidding Consortium] has approached us for providing connectivity for a Wind Power Projects /____ no. Projects having a cumulative capacity of --- MW [Insert whichever applicable], proposed to be located at _____ [Insert location of the Project], with the State grid at a voltage level of _____ KV (should be at 220 kV level & above). [In case of applying for a cumulative capacity under the same STU, the following statement needs to be included]: The cumulative capacity consists of the following Projects having respective capacities:
 - a) Project-1: _____ MW
 - b) Project-2: _____ MW
 - c) and so on
2. We confirm the Technical feasibility of the connectivity of the plant with the State grid from _____ [Insert name & location of the sub-station of voltage level of 33 kV & above].
3. We further undertake that the connectivity with the grid will be provided with in a period of 12 (Twelve) months from signing of PPA between M/s _____ [Insert name of the Bidding Company/ Lead Member of Bidding Consortium] and Solar Energy Corporation of India Ltd. (SECI) or any further period as intimated by M/s _____ [Insert name of the Bidding Company/ Lead Member of Bidding Consortium] along with confirmation from SECI for such extended period.

For and on behalf of -----[Insert name of STU]
 (Signature, Name & Designation of the authorized signatory of STU)

Note: -

- 1) The letter received by the Bidder from STU has to be submitted to SECI.
- 2) The letter from STU addressed to SECI shall also be acceptable.

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FORMAT- 6.8**Format for Disclosure****[On the letter head of Bidding Company/ Each Member in a Bidding Consortium]****Disclosure**

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. _____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

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 response to RfS will be rejected and if LOI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

*(Signature & Name of the person Authorized By the board)**Date:*

FORMAT- 6.9**Format for Technical Criteria****[On the letter head of Bidder]**

(to be submitted separately for each Project)

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To,

[Insert name and address of SECI]**Dear Sir,****Sub: Response to RfS No. _____ for Scheme for Setting Up Of 1000 MW ISTS-Connected Wind Power Projects.**

We hereby undertake to certify in line with **Clause 3.16** under the title "Financial Closure" that the following details shall be furnished within **09 (Nine) months** from date of issue of LOA: -

- 1.0 That the technology proposed to be used is commercially established technology and **at least one Project** based on this technology is successfully operational for **at least one year**.
- 2.0 Details of the Project with location and the successful operational period of the Project utilizing this technology.
- 3.0 Evidence of clear possession of the required land for the Project along with following documentary evidence: -
 - i) Ownership or lease hold rights (Subject to minimum for 30 years) in the name of the Wind Power Developer and possession of 100% of the area of land required for the Project.
 - ii) Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ right to use/ vesting of the land in the name of the wind Power Developer.
 - iii) Sworn affidavit from the Authorized person of the WPD listing the details of the land and certifying total land required for the Project under clear possession of the Power Developer.
 - iv) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi
- 4.0 Not used

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

(Signature & Name of the person Authorized By the board

FORMAT - 6.10

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Declaration by the Bidder for the proposed technology tie-up

(to be submitted separately for each Project)

| | | | |
|----|---|----------|-----|
| 1 | Name of Bidding Company / Lead Member of Bidding Consortium | | |
| 2 | Name of the Technology partner (if any) | | |
| 3 | Project Location | | |
| 4 | Capacity proposed | MW | |
| 6 | Technology proposed to be adopted for the Project | | |
| 7 | Estimated Capacity Utilization Factor | | % |
| 8 | Estimated Annual Generation of Electrical Energy | | kWh |
| 9 | Brief about the proposed Technology | | |
| 10 | Wind Turbine Technology (Revised "Main List" of Models and Manufacturers of Wind Turbines) | | |

The Bidder shall enclose the Pre-Feasibility Report along with this Format.

Signature of the Authorized Signatory
Name of the Authorized Signatory

FORMAT- 6.11

FINANCIAL PROPOSAL

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**Covering Letter
(On Bidder's letter head)**

[Date and Reference]

To,
 GM (C&P)
 Solar Energy Corporation of India Ltd
 1st Floor, D-3, A-Wing, District Centre,
 Religare Building, Saket,
 New Delhi-110017
 Tel No. 011-71989224,

Sub: Response to RfS for Scheme for Setting Up Of 1000 MW ISTS- Connected Wind Power Projects vide RfS No.----- .

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm for a cumulative capacity of ____MW as Bidder for above.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon..

Note:

1. *There can be only one tariff. If the bidder quotes two tariffs, then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at TCIL portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be considered as non-responsive and summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *The tariff should be mentioned up to two places of decimal only.*

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6. *The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation*

Authorized Signature

Name:
Designation
Name of the Firm/Consortium
Address

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Annexure- ARevised List of Models and Manufacturers (RLMM) of certified wind turbines to be used in Grid Connected Wind Power Plants

Note: the Revised “Main List” of “Models and Manufacturers of wind Turbines” prepared as per MNRE guidline No. 66/53/2000-WE (PG) dated 23.10.2000, based on the information provided by wind manufacturers is enclosed as separate document as annexure-A-RLMM-MAIN LIST

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Appendix-A-1Commissioning Procedure

(This is for reference only; the commissioning procedure will be guided by as per PPA)

- i) At the time of commissioning, the Commissioning Committee shall verify compliance of technical parameter of the Project as per Annexure A of the RFS document.
- ii) WPDs shall give to the concerned RLDC/SLDC, State Nodal Agency (SNA) and SECI at least sixty (60) days advance preliminary written notice and at least thirty (30) days advance final written notice, of the date on which it intends to synchronize the Power Project to the Grid System. The WPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the Commissioning Schedule of the Project.
- iii) A Wind Power Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into the grid.
- iv) WPD shall ensure that the equipment up to the rated Capacity has been installed and completed in all respects before the Schedule Commissioning Date. The same shall be verified by the Committee during their visit to the Project and documented as per prescribed format.

Documents to be submitted to SECI/uploaded on SECI CPM portal:

The WPD will have to submit/upload the scanned copy of following documents (duly signed and stamped by authorized signatory) on SECI CPM portal well in advance prior to the scheduled commissioning date. The WPD shall also have to submit the hardcopies to SECI if asked by SECI for verification/cross check.

1. Covering Letter
2. Board resolution for authorized signatory.
3. Invoice of the major equipment (including but not limited to wind turbine generators, Weather Monitoring Stations/ Cables and for all the equipment as available on SECI CPM portal).
4. All supporting documents towards meeting the technical compliance along with datasheet/ warranty certificates/ contract agreement etc. as mentioned in Annexure-A (if some documents already verified by MNRE appointed committee prior to Financial Closure, may not be required which shall be updated on CPM portal)
5. Installation report duly signed by the authorized signatory as per Appendix-A-2.
6. Plant Layout clearly mentioning the details of rows and number of modules in each row.
7. Electrical inspector report along with all annexures/attachments. It would be the responsibility of the WPD to collect the certificate.
8. WPD shall ensure Connectivity to the grid from concerned CTU/STU/Transmission Utility/DISCOM. Connectivity report as per the Appendix-A-3.
9. Synchronization Certificate as per prescribed format issued by respective CTU/STU/Transmission Utility/DISCOM for ascertaining injection of power into grid as per Appendix-A-4.
10. Supporting document for "Consent to Operate"
11. Snap shots of the plant from various angles shall be taken for covering installation of important components of the Wind power plant and made part of Installation Report.
12. Reading of all the ac generators (instantaneous and total generation) along with its serial number of a particular date.

13. Relevant document from SLDC/ RLDC acknowledging successful data communication between plant end and SLDC/RLDC.
- v) After the submission/ upload of the documents by WPD, SECI shall verify the documents and intimate/reply with remarks. In case any additional supporting/revised documents are asked by SECI, the same have to be submitted/uploaded by the WPD.
 - vi) Only after all the required documents are verified by SECI, the WPD shall have to submit/update on the portal the proposed commissioning date along with commissioning order issued by State Nodal Agency or SECI.
 - vii) After the proposed commissioning date along with commissioning order is submitted/updated on the portal, the commissioning committee formed as per MNRE guidelines shall visit the site within 07 working days to verify the technical compliance on site as per the information submitted by the bidder. In case the committee finds discrepancy/deviation from the information submitted by the WPD during on site verification, the committee shall schedule its next visit only on the next available date as per the availability of all the committee members.
 - viii) WPD shall have to submit/upload the as-built drawing after the commissioning prior to the COD.
 - ix) WPD shall have to push the required plant related data to SECI designated server in xml/json formats. Additionally WPD shall also provide the login details/ SCADA login to SECI for online real time data monitoring prior to COD.
 - x) Early Commissioning of a Wind Power Project prior to the scheduled commissioning date is permitted on acceptance of power by SECI. In order to facilitate this, WPDs shall inform the concerned RLDC/SLDC and SECI well in advance the date on which it intends to synchronize the Power Project to the Grid System. The WPD shall be required to give an advance notice of at least 90 days prior to the proposed commissioning date.
 - xi) Joint Meter Reading (JMR) shall be taken at Delivery Point and Pooling Substation (if applicable)/plant premise at the time of connectivity of the Project with Grid. This shall include information of respective meters installed at delivery/ interconnection point and pooling substation/plant premises.
 - xii) WPD is permitted to schedule the Commissioning of the Project in full or part as per the commissioning procedure elaborated in clause 3.17.

Wind Power Developers would be required to plan commissioning/synchronization with grid at least ten days ahead of the last permissible date for commissioning in accordance with MNRE guidelines. If not done so, whole responsibility for not meeting the deadline for commissioning on account of inability of the Committee to visit the project site for commissioning rests solely on the developer.

Note: The commissioning procedure may change subject to any guidelines from MNRE.

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Appendix-A-2Installation Report

(To be provided by WPD and to be submitted at least 10 days prior to commissioning date which shall be verified by Commissioning Committee)

To be uploaded separately on TCIL Portal.

Sample Connectivity Report*(To be provided by concerned CTU/STU/Transmission Utility/Discoms)*

This is in compliance to the office order of the ----,---- Discom, <Place> issued vide office order <No.><dated>, the committee constituted vide said order has completed the work for commissioning of <kV> Bay & Metering Equipment to interconnect the <MW> Wind Power Generation Plant (having <technology>) with Grid under Scheme for Setting Up Of 1000 MW ISTS- Connected Wind Power Projects installed at <Village>, <Tehsil>, <District> in the <State> on <date>.

The details of Wind Power Plant are as under:-

| S. No | Name of Wind Power Developer & Location | Capacity Mentioned in PPA | Connectivity | Details of Wind Power Plant (Transformer, Wind Turbine Generators, Switchgear) |
|-------|--|---------------------------|---|--|
| . | | | | |
| 1 | <M/s> <Village> <Tehsil> <District. | <> MW | Metering Detail at Delivery Point (<Village>) S.No. of <kV> CT i) <R-Phase> ii) <Y-Phase> iii) <B-Phase> S.No. of <kV> PT i) <R-Phase> ii) <Y-Phase> iii) <B-Phase> S.No. of Main<ABT> Meter> S.No. of Check <ABT Meter> Metering Equipment installed at Receiving end on dated: <> 33 kV GSS, <>, <>, (<Distt.>) | Transformer <Make/Type:> <Sr. No.> Wind Turbine Generator <Make/Type:> <Sr. No.> Switchgear Panels <Make/Type:> <Sr. No.> Protection Provided: Under/Over voltage, Over current & Earth fault. |

The Commissioning date of various equipment is as under:

<kV> line from --- to ----, completed on date ----.

Line Bay at <kV> GSS, ---- charged for ---- on ----.

<kV> line charged from -----to----- on date-----.

Main & check metering commissioned on (initial record of main/Check meters at the time of Commissioning is to be taken and enclosed)

Complete system commissioned on date-----

The Joint Inspection Report of metering arrangement & copy of permission of Electrical Inspector is enclosed herewith.

Appendix-A-4

Sample Synchronization Certificate

It is certified that ---- MW (Capacity) Wind Power Project of M/s. ----, Village -
----- Tehsil/Taluka -----, District ----- was Grid connected on (Date) at ----- Hrs.

It is further certified that the Project was synchronized and supply of power into the grid from the Project connected on (Date) at ----- Hrs.

The above certificate is issued on the basis of MRI record.

NB:

- (i) The above certificate shall be issued by concerned CTU/ STU/ Transmission Utility/Discoms
- (ii) Copy of duly signed MRI is to be enclosed.

Appendix-A-5

Sample Part Commissioning / Full Commissioning Certificate of Wind Power Project

This is to certify that <M/s> having its registered office at ----- has successfully commissioned Capacity < MW > out of total <MW> installed Capacity on (Date) of their Wind Power Generation Project at Village -----, Tehsil/Taluka ----- & Dist. -----

The Commissioning Certificate has been issued on the basis of the following documents enclosed:

- (i) Installation Report including Snap shots of the Project from various angles
- (ii) Electrical Inspector Report
- (iii) Connectivity Report
- (iv) Synchronization Certificate including MRI record

NB: To be issued by as mentioned in clause 3.17.

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Annexure- BCheck list for Bank Guarantees

| Sl. no. | Details of Checks | Yes/No |
|----------------|--|---------------|
| 1. | Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution | |
| 2. | Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. | |
| 3. | In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India? | |
| 4. | Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG? | |
| 5. | Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma? | |
| 6. | Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents? | |
| 7. | Are the factual details such as Bid Document No./Specification No./LOI No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG | |
| 8. | Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant? | |
| 9. | Whether the BG has been issued by a Bank in line with the provisions of Bidding documents? | |
| 10. | In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents? | |

Annexure-CList of Banks

| 1. SCHEDULED COMMERCIAL BANKS | 3. FOREIGN BANKS |
|--------------------------------------|---|
| SBI AND ASSOCIATES | 18. HSBC Bank Oman S.A.O.G |
| 1. State Bank of India | 19. Sonali Bank Ltd. |
| 2. State Bank of Bikaner & Jaipur | 20. J. P. Morgan Chase Bank, National Association |
| 3. State Bank of Hyderabad | 21. State Bank of Mauritius Ltd. |
| 4. State Bank of Indore | 22. BANK of CEYLON |
| 5. State Bank of Mysore | 23. BANK INTERNASIONAL INDONESIA |
| 6. State Bank of Patiala | 24. A B BANK |
| 7. State Bank of Travancore | 25. SHINHAN BANK |
| NATIONALISED BANKS | 26. CTBC BANK Co. Ltd. |
| 1. Allahabad Bank | 27. MIZUHO BANK, Ltd. |
| 2. Andhra Bank | 28. Krung Thai Bank Public Company Ltd. |
| 3. Bank of India | 29. Antwerp Diamond Bank N.V |
| 4. Bank of Maharashtra | 30. Australia And New Zealand Banking Group Limited |
| 5. Canara Bank | 31. Sumitomo Mitsui Banking Corporation |
| 6. Central Bank of India | 32. American Express Banking Corporation |
| 7. Corporation Bank | 33. Commonwealth Bank of Australia |
| 8. Dena Bank | 34. Credit Suisse A.G |
| 9. Indian Bank | 35. FirstRand Bank Ltd. |
| 10. Indian Overseas Bank | 36. Industrial And Commercial Bank of China Ltd. |
| 11. Oriental Bank of Commerce | 37. JSC VTB Bank |
| 12. Punjab National Bank | 38. National Australia Bank |
| 13. Punjab & Sind Bank | 39. Rabobank International |
| 14. Syndicate Bank | 40. Sberbank |
| 15. Union Bank of India | 41. USB AG |
| 16. United Bank of India | 42. United Overseas Bank Ltd. |
| 17. UCO Bank | 43. Westpac Banking Corporation |
| 18. Vijaya Bank | 44. Woori Bank |
| 19. Bank of Baroda | 45. Doha Bank Qsc |
| 20. Bhartiya Mahila Bank | 4. SCHEDULED PRIVATE BANKS |

| | |
|---|-----------------------------------|
| 2. OTHER PUBLIC SECTOR BANKS | 1. Federal Bank Ltd. |
| 1. IDBI Bank Ltd. | 2. ING Vysya Bank Ltd. |
| 3. FOREIGN BANKS | 3. Axis Bank Ltd. |
| 1. Bank of America NA | 4. ICICI Bank Ltd. |
| 2. Bank of Tokyo Mitsubishi UFJ Ltd. | 5. HDFC Bank Ltd. |
| 3. BNP Paribas | 6. Yes Bank Ltd. |
| 4. Calyon Bank | 7. Kotak Mahindra Bank |
| 5. Citi Bank N.A. | 8. IndusInd Bank Ltd. |
| 6. Deutsche Bank A.G | 9. Karur Vysya Bank |
| 7. The HongKong and Shanghai Banking Corpn. Ltd. | 10. Catholic Syrian Bank |
| 8. Standard Chartered Bank | 11. City Union Bank |
| 9. SocieteGenerale | 12. Dhanlaxmi Bank. Ltd |
| 10. Barclays Bank | 13. Jammu & Kashmir Bank Ltd |
| 11. Royal Bank of Scotland | 14. Karnataka Bank Ltd |
| 12. Bank of Nova Scotia | 15. Laxmi Vilas Bank Ltd |
| 13. Development Bank of Singapore (DBS Bank Ltd.) | 16. Nainital Bank Ltd |
| 14. CréditAgricole Corporate and Investment Bank | 17. Ratnakar Bank Ltd |
| 15. Abu Dhabi Commercial Bank Ltd | 18. South Indian bank Ltd |
| 16. Bank of Bahrain & Kuwait B.S.C | 19. Tamilnadu Mercantile Bank Ltd |
| 17. Mashreq Bank p.s.c | 20. DCB Bank Ltd |
| | 21. IDFC Bank |

Annexure – D

Special instructions to Bidders for e-Tendering

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General

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Solar Energy Corporation of India Limited* has decided to use the portal <https://www.tcil-india-electrionictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from ElectronicTender®. A portal built using ElectronicTender’s software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope Auction

The sealed bid system would be followed by an ‘e-ReverseAuction’

Broad Outline of Activities from Bidder’s Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - a) Query to SECI (Optional)
 - b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries
10. Participate in reverse auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronicictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal of TCIL (<https://www.tcil-india-electronicictender.com>). If the official copy of the documents is not downloaded from ETS Portal of TCIL within the specified period of downloading of RFS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

| TCIL/ ETS Helpdesk | |
|---------------------------|--|
| Telephone/ Mobile | <i>Customer Support: +91-11- 26241790(multiple lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792</i> |
| Email-ID | <i>ets_support@tcil-india.com [Please mark CC: support@electronicictender.com]</i> |

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Envelope I (Technical-Bid)
 - Envelope II (Financial-Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per clause 3.25 A, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms™ and the 'Main-Bid', the contents of the ElectronicForms™ shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid, if required as per RfS Document. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electrionictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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Specifically for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Additional DO'S AND DON'TS FOR BIDDERS Participating in
e-ReverseAuction

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1. Get your organization's concerned executives trained for e-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-ReverseAuction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

Annexure – E

TERMS & CONDITIONS OF REVERSE AUCTION

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After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), SECI shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/Amendments/Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to TCIL.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SECI guidelines, shall be initiated by SECI
7. The Bidder shall not divulge either his Bids or any other exclusive details of SECI to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Bidders may note that, although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SECI, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to the SECI contact personnel indicated in the RfS document.
 - e) Order finalization and post order activities such issue of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and SECI.
 - f) LOI shall be placed outside the TCIL e-portal & further processing of the LOI shall also be outside the system.

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- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure – D of the RfS document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
- i) SECI will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.tcil-india-electronic-tender.com>
- 11. No queries shall be entertained while Reverse Auction is in progress.**

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section – 4 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

| Sl. No. | Parameter | Value |
|---------|--|---|
| 1. | Date and Time of Reverse-Auction Bidding Event | Please refer Bid Information Sheet |
| 2. | Duration of Reverse-Auction Bidding Event | 1 Hour |
| 3. | Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time' | Yes |
| 3.1 | Pre-defined Time-Duration | 08 minutes |
| 3.2 | Automatic extension Time-Duration | 08 minutes |
| 3.3 | Maximum number of Auto-Extension | Unlimited Extension |
| 5. | Entity-Start-Price | Tariff Quoted by the bidders in Financial Bid (Second Envelope) |

Online Reverse Auction shall be conducted by SECI on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by SECI. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SECI shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/no. of projects being auctioned, auction rules etc.

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SECI reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

SECI shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of SECI shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

Anjali Bapna
(True Copy)

SOLAR ENERGY CORPORATION OF INDIA LTD.
NEW DELHI

SECI/C&P/WPD/RfS/Amendment-01

ANNEXURE P-12

325 dated 23.12.2016

Amendment to the RfS for 1000 MW ISTS Connected Wind Power Projects

RfS No. SECI/C&P/WPD/RfS/1000MW/102016 dated 28.10.2016

| Sr. No. | Clause No. | Existing Clause | Amended Clause |
|---------|---|---|---|
| 1 | Bid Information Sheet: Last date and time for a) Online Submission of Response to RfS and b) All documents as per Clause 3.25 A physically at SECI office, New Delhi | 08.12.2016 | As per the NIT on TCIL Portal |
| 2. | Bid Information Sheet: Online Bid Opening (Techno-Commercial) | 09.12.2016 at 15:30 Hrs | As per the NIT on TCIL Portal |
| 3. | 1.1.2 | SECI has been designated as the nodal agency for implementation of MNRE schemes for developing grid connected wind power capacity in the country. MNRE has recently issued the Guidelines for the scheme for setting up of 1000 MW ISTS connected Wind Power Projects vide F. No. 53/14/2016-WE dated 22.10.2016 Under this scheme, the projects shall be developed only in the 8 States of India classified as "Windy States", namely Andhra Pradesh, Gujarat, Karnataka, Madhya Pradesh, Maharashtra, Rajasthan, Tamil Nadu | SECI has been designated as the nodal agency for implementation of MNRE scheme for developing grid connected wind power capacity in the country. MNRE has recently issued the Guidelines for the scheme for setting up of 1000 MW ISTS connected Wind Power Projects vide F. No. 53/14/2016-WE dated 22.10.2016 Under this scheme, the projects shall be developed in the 8 States of India classified as "Windy States", namely Andhra Pradesh, Gujarat, Karnataka, Madhya Pradesh, Maharashtra, Rajasthan, Tamil Nadu |

Nahida Bafna
(True Copy)

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| | | Madhya Pradesh, Maharashtra, Rajasthan, Tamil Nadu and Telangana. This Request for Selection document (hereinafter called RfS) has been prepared in line with the guidelines issued by MNRE. | and Telangana. This Request for Selection document (hereinafter called RfS) has been prepared in line with the guidelines issued by MNRE. |
| 4. | 1.1.3 | As part of the above scheme, SECI hereby invites proposals for setting up of grid connected Wind Power Projects in India, on "Build Own Operate" basis for an aggregate capacity of 1000 MW. PTC India Ltd., the Trading Agency selected by SECI for purchase and sale of wind power from such projects shall enter Power Purchase Agreement (PPA) with the Bidders selected based on this RfS for purchase of wind power for a period of 25 years based on the terms, conditions and provisions of the RfS. | As part of the above scheme, SECI hereby invites proposals for setting up of grid connected Wind Power Projects in India, on "Build Own Operate" basis for an aggregate capacity of 1000 MW. PTC India Ltd., the Trading Agency selected by SECI for purchase and sale of wind power from such projects shall enter Power Purchase Agreement (PPA) with the Bidders selected based on this RfS. |
| 5. | 1.3.1 | Wind Power Developers (hereafter referred to as WPDs) selected by SECI based on this RfS, shall set up Wind Power Projects on Built Own Operate (BOO) basis in accordance with the provisions of this RfS document, standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from www.tcil-india-electronic-tender.com . However, the capacity may go higher than 1000 MW and up to 1500 MW, if there is demand from Buying Entities. | Wind Power Developers (hereafter referred to as WPDs) selected by SECI based on this RfS, shall set up Wind Power Projects on Built Own Operate (BOO) basis in accordance with the provisions of this RfS document, standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from www.tcil-india-electronic-tender.com . However, the capacity may go higher than 1000 MW but not more than 1050 MW, based on the last capacity allocated by SECI. |
| 6. | 1.3.2 | SECI has selected M/s PTC India Ltd. as the Trading Agency for purchase and sale of power from such wind power projects. The trader shall enter into PPA with successful WPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to each Project developer shall be fixed for 25 years, as discovered through the e-bidding and e-Reverse Auction conducted vide this RfS. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, etc. | SECI has selected M/s PTC India Ltd. as the Trading Agency for purchase and sale of power from such wind power projects. The trader shall enter into PPA with successful WPDs for a period of 25 years from the date as per the provisions of PPA. The maximum tariff payable to each Project developer shall be fixed for 25 years, as discovered through the e-bidding and e-Reverse Auction conducted vide this RfS. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, etc. available for such projects as per prevailing |

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| | | Tax Holidays, etc. as available for such projects as per prevailing condition. 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 SECI for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. | conditions. 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 SECI for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. |
| 7. | 1.4 | SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS TRANCHE | SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS |
| 8.. | 1.4.1 | The Projects to be selected under this tranche for aggregate capacity of 1000 MW, provide for deployment of Wind Power Technology. However, the selection of projects would be technology agnostic within the technology mentioned above | The Projects to be selected for aggregate capacity of 1000 MW, provide for deployment of Wind Power Technology. However, the selection of projects would be technology agnostic. |
| 9. | 1.5.1 | This RfS document has been prepared based on the guidelines issued by MNRE under the Title Guidelines for the scheme for setting up of 1000 MW ISTS connected Wind Power Projects dated 29/11/2016 and subsequent amendment(s) which are available on the web site of MNRE, www.mnre.gov.in . These guidelines and their elaborations / clarifications form the basis for selection of wind projects under the above scheme. In case of any difference in interpretation between this RfS document and said guidelines issued by MNRE, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on Bidder/WPD and SECI. | This RfS document has been prepared based on the guidelines issued by MNRE under the Title "Guidelines for the implementation of the scheme for setting up of 1000 MW ISTS connected Wind Power Projects" dated 22/10/2016. These guidelines and their elaborations/ clarifications form the basis for selection of wind projects under the above scheme. In case of any difference in interpretation between this RfS document and said guidelines issued by MNRE, the matter shall be referred to MNRE and the decision of MNRE shall be final and binding on Bidder/WPD and SECI. |
| 10. | 1.5.3 | MNRE may also lay down conditions in order to meet forecasting and scheduling requirements by appropriate commission or such other requirements including partial storage, to improve power quality. | Deleted |

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| 11. | 1.5.4 | The scope of these Guidelines is to provide the necessary framework and mechanism for transparent bidding process for implementation of Scheme for setting up of 1000 MW ISTS-connected WPPs | Deleted. |
| | Definitions | <p>"Bidder" shall mean Bidding Company or a Limited Liability Partnership (LLP) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company /LLP/ 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.;</p> | <p>"Bidder" shall mean Bidding Company or a Limited Liability Partnership (LLP) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company /LLP/ Bidding Consortium/Consortium Member of a Bidding Consortium (including Lead Member) including its successors, executors and permitted assigns jointly and severally, as the context may require.;</p> |
| 12. | Definitions | <p>"Contract Year" shall mean the period beginning from the Effective 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:</p> <ul style="list-style-type: none"> (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement; | <p>"Contract Year" shall mean the period beginning from the Effective 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:</p> <ul style="list-style-type: none"> (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.; |
| 13. | Definitions | "Control" shall mean holding not less than 26% of paid up share capital. | "Control" shall mean holding not less than 51% of paid up share capital. |

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| 14. | Definitions | "LLC" shall mean Limited Liability Company; | Deleted |
| 15. | Definitions | "Net Worth" means the Net-Worth as defined in Section 2 of the Company Act 2013; | "Net Worth" means the Net-Worth as defined in Clause 3.5.3 B of the RfS; |
| 16. | Definitions | "PPA" shall mean the Power Purchase Agreement signed between the successful WPD and the Trader according to the terms and conditions of the standard PPA enclosed with this RfS; | "PPA" shall mean the Power Purchase Agreement signed between the successful bidder and the Trader according to the terms and conditions of the standard PPA enclosed with this RfS; |
| 17. | Definitions | "Selected Bidder or Successful Bidder" shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA; | Deleted |
| 18. | Definitions | "Trader" shall mean M/s PTC India Limited, the company selected by SECI for purchase and sale of wind power generated from the projects selected under this RfS; | "Trader" or "Trading Company" shall mean M/s PTC India Limited, the company selected by SECI for purchase and sale of wind power generated from the projects selected under this RfS; |
| 19. | Definitions | "Trading Company" means the Company selected by SECI to purchase wind power from selected bidders for sale to Buying Entities | Deleted |
| 20. | 3.2. | <p>Total Capacity Offered, Project Scope and Technology selection</p> <p>Selection of Grid-connected Wind Power Projects for total capacity of 1000 MW will be carried out through e-bidding followed by e-Reverse Auction process.</p> <p>The interested Project Developers are required to participate in the Request for Proposal (RfS) for installation of Grid-connected Wind Power Projects on Build-Own-Operate (B-O-O) basis under the scheme.</p> <p>Capacity of each Project:</p> <p>Wind Power Projects are required to be designed for inter-connection with transmission network of CTU at voltage level of 220 kV or above. The minimum project capacity shall be 50 MW and the</p> | <p>Total Capacity Offered, Project Scope and Technology selection</p> <p>Selection of Grid-connected Wind Power Projects for total capacity of 1000 MW will be carried out through e-bidding followed by e-Reverse Auction process, based on the tariff of sale of electricity quoted in INR/kWh. However, the limit may exceed up to not more than 1050 MW.</p> <p>The interested bidders are required to participate in the Request for Selection (RfS) for installation of Grid-connected Wind Power Projects on Build-Own-Operate (B-O-O) basis under the scheme.</p> <p>Capacity of each Project:</p> <p>Wind Power Projects are required to be designed for inter-connection with transmission network of CTU at voltage level</p> |

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| | | maximum capacity of the project shall be 250 MW. The project capacity shall remain in between 50 MW and 250 MW only. The WPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure enclosed in Annexure-A and Appendix-A-1. | of 220 kV or above. The minimum project capacity shall be 50 MW and the maximum capacity of the project shall be 250 MW. The project capacity shall remain in between 50 MW and 250 MW only. The WPDs shall demonstrate the contracted capacity at the injection point, as defined in the Commissioning procedure to be notified by SECI. |
| 21. | 3.2 | <u>Project Scope and Technology Selection:</u> Under this scheme, the WPD shall set up Wind Power Project(s) including the transmission network up to the Delivery Point in line with Clause 3.7, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity) including those required from State Government and local bodies shall be in the scope of the WPD. The Projects to be selected under this scheme provide for deployment of wind power technology. However, the selection of Projects would be technology agnostic within wind power technology. | <u>Project Scope and Technology Selection:</u> Under this scheme, the WPD shall set up Wind Power Project(s) including the transmission network up to the Delivery Point in line with Clause 3.7, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project (including connectivity) including those required from State Government and local bodies shall be in the scope of the WPD. The Projects to be selected under this scheme provide for deployment of wind power technology. However, the selection of Projects would be technology agnostic. Cost of bay construction at CTU substation shall be borne by the WPD. |
| 22. | 3.4.1 | A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application for maximum of 250 MW with each project size being in between 50 MW and 250 MW. | A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application for a maximum total capacity of 250 MW with each wind power project size being in between 50 MW and 250 MW. |
| 23. | 3.4.5 | In case the bidder wishes to set up more than one project, then the Projects would need to be physically identifiable with separate boundary wall, separate injection points and metering arrangement. | In case the bidder wishes to set up more than one project, then the Projects would need to be physically identifiable with separate injection points and metering arrangement. |

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| 24. | 3.5 | <p>Qualification Requirements</p> <p>(Amended as per the next column)</p> | <p>Qualification Requirements</p> <p>3.5.1 Bidder as defined in section 2 is eligible to participate under this RfS.</p> <p>Any consortium, if selected as successful bidder for the purpose of supply of power to the Trader, shall incorporate a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with the Trader, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project.</p> <p>3.5.2 Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of SECI, subject to the condition that, the management control remains within the same group of companies.</p> <p>3.5.3 The bidder should meet the following eligibility criteria for participation in the bid:</p> <p>A. Technical Eligibility Criteria</p> <p>i. Owner of wind power projects, having ownership of a wind power project of minimum capacity of 25 MW at one location, continuously for not less than one year as on original date of bid opening. The bidder shall</p> |
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| | | <p>submit proof of ownership / purchase agreements, along with commissioning certificate(s) in this regard;</p> <p>"OR"</p> <p>ii. "Engineering, Procurement & Construction (EPC)" Contractor of wind power projects having commissioned a wind power project of minimum capacity of 25 MW at one location as on original date of bid opening. The bidder shall submit EPC agreements and commissioning certificates for the corresponding projects in this regard;</p> <p>"OR"</p> <p>iii. The developers of Wind Power Projects,</p> <ul style="list-style-type: none"> a. Who have installed a wind power projects of minimum capacity of 25 MW at one location as on original date of bid opening; "OR" b. Who have completed the financial closure of at least 50 MW wind power projects and project is under execution as on original date of bid opening. <p>The bidder shall submit the commissioning certificate and/or proof of achieving financial closure along with certifications of Financing Agencies for the projects, if applicable, in this regard.</p> <p>(The Bidders may meet The Technical Eligibility Criteria through either of the modes (i), (ii) or (iii) above.)</p> <p>B. Financial Eligibility Criteria</p> <p>The Net Worth of the bidder should be equal to or greater than the value calculated at the rate of Rs. 1.5 Crore per MW of the quoted capacity.</p> <p>Net Worth shall be calculated along the following lines:</p> <p>Net Worth</p> <table border="1"> <tbody> <tr> <td>=</td><td>Paid up Equity share capital</td></tr> <tr> <td>Add:</td><td>Free Reserves</td></tr> <tr> <td>Subtract:</td><td>Revaluation Reserves</td></tr> </tbody> </table> | = | Paid up Equity share capital | Add: | Free Reserves | Subtract: | Revaluation Reserves |
| = | Paid up Equity share capital | | | | | | | |
| Add: | Free Reserves | | | | | | | |
| Subtract: | Revaluation Reserves | | | | | | | |

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| | | <table border="1"> <tr> <td>Subtract:</td><td>Intangible Assets</td></tr> <tr> <td>Subtract:</td><td>Miscellaneous Expenditures to the extent not written off and carry forward losses</td></tr> </table> | Subtract: | Intangible Assets | Subtract: | Miscellaneous Expenditures to the extent not written off and carry forward losses |
| Subtract: | Intangible Assets | | | | | |
| Subtract: | Miscellaneous Expenditures to the extent not written off and carry forward losses | | | | | |
| | | <p>Paid-up Share Capital will include:</p> <ul style="list-style-type: none"> • Paid-up equity share capital • Fully, compulsorily and mandatorily convertible Preference shares and • Fully, compulsorily and mandatorily convertible Debentures. <p>** Share premium will form an integral part of Equity provided it is realized in cash or cash equivalent. However, this condition will not apply in case of listed Companies.</p> <p>3.5.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.</p> <p>3.5.5 A Company/ Consortium would be required to submit annual audited accounts for the last three financial years (or if the period of existence of the Company is less than three years, then starting from the year of existence of the incorporation) viz. 2013-14, 2014-15 and 2015-16 indicating the year which should be considered for evaluation along with a net worth certificate from a</p> | | | | |

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| | | <p>Chartered Accountant to demonstrate fulfillment of the criteria.</p> <p>3.5.6 However, for new as well as existing Companies, the Net Worth criteria can also be met as on the day not more than seven days prior to the date of submission of response to RfS by the bidding Company. To demonstrate fulfillment of this criteria, the Company shall submit a certificate from a Chartered Accountant certifying the availability of Net Worth on the date not more than seven days prior to submission of response to RfS along with a certified copy of the Balance Sheet, Profit & Loss Account, Schedules and cash flow statement supported with the bank statement.</p> <p>3.5.7 The Bidder may seek qualification on the basis of financial and/or technical capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the qualification requirements. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s).</p> <p>3.5.8 In case a bid is submitted by a Consortium of two or more Companies, they must meet the eligibility requirements in the following manner:</p> <ol style="list-style-type: none"> i. The Lead Member shall meet, not less than 50% of the financial eligibility criteria as per clause 3.5.3 B. ii. All the partners of the Consortium shall collectively meet 100% of technical eligibility criteria as per clause 3.5.3 A. iii. All the partners shall jointly meet the 100% financial eligibility criteria <p>3.5.9 It is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve</p> |
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| | | <p>during PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the WPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.</p> | <p>value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the WPD. For the first year of operation of the project, the annual CUF shall be calculated based on the first calendar 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.</p> |
| 29. | 3.9.C. | <p>Excess Generation</p> <p>The WPD would be free to install wind turbine generator of total rated capacity not more than 105% of project capacity allotted to them. The additional 5% will take care for auxiliary consumption and losses up to interconnection point. Further, the project developer will be allowed to repower the project at a later stage, if required. However, in no case the project developer will be allowed to inject power more than capacity allotted. The WPD will not be allowed to sell any excess power to any other entity other than PTC (unless refused by PTC). In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the WPD will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.</p> | <p>Excess Generation</p> <p>The WPD would be free to install wind turbine generator of total rated capacity not more than 105% of project capacity allotted to them. The additional 5% will take care for auxiliary consumption and losses up to interconnection point. Further, the project developer will be allowed to repower the project at a later stage, if required. However, in no case the project developer will be allowed to inject power more than capacity allotted. The WPD will not be allowed to sell excess energy beyond the upper limit as per Clause 3.9.A., to any entity other than the Trader, unless refused by the Trader. In case at any point of time, the peak of capacity reached is higher than the allotted capacity and causes disturbance in the system at the point where power is injected, the WPD will have to forego the excess generation and reduce the output to the allotted capacity to ensure compliance with grid requirement.</p> |
| 30 | 3.11. (ii) | <p>Performance Bank Guarantee (PBG): Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value of @ Rs 20 Lakh / MW/Project within 30 days of issuance of Letter of award and before signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3B, issued in the name of the Trader, for a value @ Rs 20</p> | <p>Performance Bank Guarantee (PBG): Bidders selected by SECI based on this RfS shall submit Performance Guarantee for a value of @ Rs 20 Lakh/ MW/Project within 30 days of issuance of Letter of award or before signing of PPA, whichever is earlier. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3B, issued in the name of SECI, for a value @ Rs 20 Lakh/MW/Project with a validity</p> |

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| | | Lakh/MW/Project with a validity period of 18 months from the date of issue of LOA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. | period of 24 months from the date of issue of LOA. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SECI to the successful Bidder. |
| 31 | 3.11.(v) | The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed with power trader. | The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. |
| 32 | 3.11.(vi) | The WPDs of the Projects selected based on this RfS are required to sign PPA with the Trader within 06 month after the date of issue of LoA. Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the Trader. In case, the Trader offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.14 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be encashed by SECI and the selected Project(s) shall stand cancelled. | The WPDs selected based on this RfS are required to sign PPA with the Trader within 06 month after the date of issue of LoA. Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the Trader. In case, the Trader offers to execute the PPA with the WPD and if the WPD does not submit the requisite documents as per Clause 3.14 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Performance Bank Guarantee submitted to SECI shall be encashed by SECI and the selected Project(s) shall stand cancelled. |
| 33 | 3.13.(ii) | In case, the Trader offers to execute the PPA with the Selected Bidder and if the selected bidder does not submit the requisite documents as per Clause 3.14 or does not execute the PPA within the stipulated time period; | Not Used. |
| 34 | 3.14.4 | The Trading Company will be obliged to buy the entire power as per generation schedule to be provided by the project developers, required under grid regulations. However, the project | The Trading Company will be obliged to buy the entire power as per generation schedule, to be provided by the project developers subject to limitations as per Clause 3.9.C, required under grid regulations. However, the project |

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| | | developers are required to achieve a minimum CUF as stipulated in clause 3.9 (A). | developers are required to achieve a minimum and maximum CUF as stipulated in clause 3.9.A. |
| 35 | 3.14.5 | The trading company will execute a Power Sale Agreement (PSA) valid for 25 years with the Buying Entities for sale of wind power. Further, these Buying Entities will have to maintain LC and Escrow Arrangement as may be defined in the PSA. | The trading company will execute a Power Sale Agreement (PSA) valid for 25 years with the Buying Entities for sale of wind power. Further, these Buying Entities will have to maintain LC and Escrow Arrangement as defined in the PSA. |
| 36 | 3.16 | <p>Financial Closure or Project Financing Arrangements</p> <p>(Amended as per the next column)</p> | <p>Financial Closure or Project Financing Arrangements</p> <p>The Project Developer shall report tie-up of Financing Arrangements for the projects within 9 months from the date of issue of LoA, in the form of loan sanction letter for debt component and Board Resolution for equity contribution. At this stage, the Project Developer would furnish within the aforesaid period the necessary documents to establish that the required land for project development is in clear possession of the Project Developer. The WPD shall be required to submit the transmission connectivity agreement with the ISTS and also with InSTS, if applicable.</p> <p>In case of delay in achieving above condition as may be applicable, SECI shall encash Performance Bank Guarantees and shall remove the project from the list of the selected projects, unless the delay is on account of Force Majeure.</p> <p>An extension can however be considered, on the sole request of WPD on payment of Rs. 10,000/- per day per MW. This amount will go into a separate fund and will be used for development of wind energy sector as per guidelines formulated by MNRE for the purpose. Subsequent to the completion of deadline for achieving financial closure, SECI shall issue notices to the WPDs who are not meeting the requirements of Financial Closure</p> |

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| | | <p>as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective WPDs to either furnish the necessary documents or the above mentioned payment of Rs. 10,000/MW. 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, SECI shall encash the PBG of the corresponding WPDs and recommend termination of PPA for the corresponding projects, to the Trader.</p> <p>In addition to the above, the compliance of Financial Closure shall entail fulfilment of the following conditions:</p> <ul style="list-style-type: none"> i. The requisite technical criteria have been fulfilled (including separate transmission service agreement for each allotted Project) and orders placed/agreements entered into, for supply of equipment for the project, in line with the requirements as per Clause 3.5.9. ii. The details of all planned/proposed wind turbine generators (manufacturer, model number, datasheet, as mentioned at Annexure-A), along with necessary purchase order/agreements for the project at least 14 days prior to the scheduled financial closure date. iii. Thereafter, a technical committee constituted by SECI shall verify the compliance in respect of the technical criteria mentioned at Annexure-A, for specific model numbers of a particular manufacturer. However, in this case, WPD shall solely be responsible for the consequences of delay in commissioning due to delay in verification of the documents by the committee or for non-compliance. iv. Required land for project development is under possession of the WPD. In this |
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| | | | <p>regard the WPD shall be required to furnish the documentary evidences to establish the possession of the required land/lease agreement in the name of the WPD: -</p> <ul style="list-style-type: none"> • Sworn affidavit from the Authorized person 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. Change of land and Delivery Point for the projects is allowed prior to the deadline of Financial Closure, with prior intimation to SECI. In such case the Bidding Company / Project Company has to furnish the revised CTU connectivity letter for the new location. • In case of leasing of private land, the minimum lease period shall be 30 years in the name of the WPD. In case of leasing of Government land, appropriate state regulations regarding tenure of lease agreement shall be applicable. In both cases, the lease agreements should have the provisions to be extended, if required. |
| 37 | 3.17. | Note: In case the project is split into multiple projects as specified in clause 3.7.1, the above conditions will be applicable for each split project capacity. The PPA will remain in force for a period of 25 years from the date of as per the provisions of PPA. | Note: In case the project is split into multiple projects as specified in clause 3.4, the above conditions will be applicable for each split project capacity. The PPA will remain in force for a period of 25 years from the date of as per the provisions of PPA. |
| 38 | 3.17.B. | The Project shall be commissioned within 18 months from date of issuance of Letter of Award (for e.g. if LoA issuance date is 07.10.2016, then scheduled Commissioning date shall be 07.04.2018). In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, | The Project shall be fully commissioned within 18 months from date of issuance of Letter of Award (for e.g. if LoA issuance date is 07.10.2016, then scheduled Commissioning date shall be 07.04.2018). In this regard, a duly constituted committee will physically inspect and certify successful commissioning of the Project. In case of failure to achieve this milestone, SECI shall encash the Performance Bank Guarantee (PBG) in the following manner:..... |

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| | | SECI shall encash the Performance Bank Guarantee (PBG) in the following manner:..... | |
| 39 | 3.21 | <p>Structuring of the Bid selection process</p> <p>Single stage, double envelope bidding followed by reverse auction has been envisaged under this RfS. Bidders have to submit both Techno-commercial bid and Financial bid (discounted tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause 3.25.</p> | <p>Structuring of the Bid selection process</p> <p>Single stage, double envelope bidding followed by reverse auction has been envisaged under this RfS. Bidders have to submit both Techno-commercial bid and Financial bid together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause 3.25.</p> |
| 40 | 3.22.2 | <p>In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 6.2.</p> <p>In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that, such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.</p> | <p>In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as Format 6.2.</p> |
| 41 | 3.22.5.a | <p>Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the Trader.</p> <p>Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement</p> | <p>Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the Trader.</p> <p>Also, Board Resolution from each of the Consortium in favour of the person signing Consortium Agreement.</p> |
| 42 | 3.22.7. | Format 6.7: not used | Format 6.6 , along with the certificate from practicing Chartered Accountant/Statutory |

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| | | | Auditors showing details of computation of net worth of the bidder. |
| 43 | 3.22.8 | Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation for at least one year. Final details of the same shall be submitted within 09 months from the date of issue of LOA as per Format 6.9 (to be filled out separately for each Project) in line with Clause 3.16. | Format for Disclosure as Per Format 6.8 . |
| 44 | 3.22.9. | Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per Format 6.10 (to be filled out separately for each Project). | Format for Commitment to Financial Closure as per Format 6.9 . |
| 45 | 3.22.10.(vi) | Additional point | Necessary documents pertaining to meeting the Technical Eligibility Criteria as per Clause 3.5.3.A. |
| 46 | 3.22.10.(vii) | Additional Point | Bidder shall be additionally required to furnish the break-up of the Estimated Project Cost as per Format 6.11 A (separately for each project) as part of the response to RfS. |
| 47 | 3.24.f. | Any indication of discounted tariff in any part of response to the RfS, other than in the financial bid. | Any indication of the tariff quoted, in any part of response to the RfS, other than in the financial bid. |
| 48 | 3.25.A. (i) | <p>Method of Submission of Response to RfS by the bidder</p> <p>Covering Envelope: Super scribed as "Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution "must contain the following:</p> <ul style="list-style-type: none"> ➤ DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet. ➤ Processing Fee in the form DD/Pay Order as mentioned in the Bid Information Sheet | <p>Method of Submission of Response to RfS by the bidder</p> <p>Covering Envelope: Super scribed as "Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement, Board Resolution" must contain the following:</p> <ul style="list-style-type: none"> ➤ DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet. ➤ Processing Fee in the form DD/Pay Order as mentioned in the Bid Information Sheet |

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| | | <ul style="list-style-type: none"> ➤ Processing Fee in the form DD/Pay Order as mentioned in the Bid Information Sheet ➤ Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder. ➤ Covering Letter as per Format-6.1, ➤ Power of Attorney as per Format 6.2 (if applicable), ➤ Board Resolution as per Format 6.4 ➤ Consortium Agreement as per Format 6.5 (if applicable) | <ul style="list-style-type: none"> ➤ Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project. ➤ Covering Letter as per Format-6.1, ➤ Power of Attorney as per Format 6.2 (if applicable), ➤ Board Resolution as per Format 6.4 ➤ Consortium Agreement as per Format 6.5 (if applicable) |
| 49 | 3.25.B.1.(i) | Formats- 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.7 (if applicable), 6.8, 6.9, 6.10 as elaborated in Clause 3.22; | Formats- 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.6, 6.8 and 6.9 as elaborated in Clause 3.22; |
| 50 | 3.25.B.2. | <p>“Financial Bid (Second Envelope)”</p> <p>Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):</p> <p>i) Covering letter as per Format-6.11 of this RfS document;</p> <p>.....</p> | <p>“Financial Bid (Second Envelope)”</p> <p>Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):</p> <p>i) Covering letter as per Format-6.11 of this RfS document;</p> <p>ii) Break-up of Estimated Project Cost as per Format 6.11 A of the RfS document;</p> <p>.....</p> |
| 51 | 3.25.B. | <p>Important Note:</p> <p>.....</p> <p>(ii) Wherever mentioned, the Bidder must clearly indicate the Category under which the respective Project is being proposed. In case of any discrepancy, the Bid will be liable for rejection.</p> | <p>Important Note:</p> <p>.....</p> <p>(ii) Not Used.</p> |
| 52 | 3.28 | <p>Validity of the Response to RfS</p> <p>The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of response to RfS (“Bid Validity”). SECI reserves the right to reject any response to RfS which does not</p> | <p>Validity of the Response to RfS</p> <p>The Bidder shall submit the response to RfS which shall remain valid up to Two Hundred Forty (240) days from the last date of submission of response to RfS (“Bid Validity”). SECI reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.</p> |

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| | | meet the aforementioned validity requirement. | |
| 53 | 4.2 | Techno-commercial Evaluation of Wind Project Developers (WPDs) | Techno-commercial Evaluation of Bidders |
| 54 | 4.2.B.(ii) | The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting a tariff per kWh for each applied project. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is ₹4.337, then it shall be considered as ₹4.33). | The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting a single tariff per kWh. Tariff can be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is ₹4.337, then it shall be considered as ₹4.33). |
| 55 | 4.3.3 | In case sum of total bid capacity of all techno-commercially qualified bidders is more than the total notified capacity, then the Total eligible bidders for reverse auction shall be decided as mentioned below: | The Total eligible bidders for reverse auction shall be decided as mentioned below: |
| 56 | 4.3.5.(ii) | The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised discounted tariff which has to be at least 01 (one) paisa less than its current discounted tariff. | The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff. |
| 57 | 4.3.5 (iii) | Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in the previous clause. However, at no stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff. | Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff. |
| 58 | 4.4.3. | In case of the last selected bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then project capacity with highest preference (as mentioned in the Covering Letter) and so on shall be awarded to the bidder till the total capacity (i.e. 1000MW) is exhausted. (Note: It will be mandatory | Note: In no case, shall the capacity of a single project selected under this RfS, be less than 50 MW. In case of the last selected bidder, if the balance project capacity is less than the total capacity mentioned by the bidder, then the project with highest preference (as mentioned in the Covering Letter) shall be awarded to the bidder subject to the maximum cumulative |

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| | | <p>for the last selected Bidder to accept the last Project capacity offered by SECI, which may be less than the capacity quoted by him). However, the bidder may intimate SECI about its revised preference order of projects within two working days after e-Reverse Auction event and the same shall be considered by SECI to allot the projects before issuance of LoI.</p> | <p>capacity not exceeding 1050 MW, being awarded under the RfS. In this case, it shall be mandatory for the bidder to accept the capacity offered by SECI, otherwise, the EMD submitted by the Bidder shall be encashed by SECI.</p> <p>For example, in case the remaining capacity for the last bidder is 10 MW and the last selected bidder has quoted a capacity of 75 MW, then, the bidder shall be offered a capacity of 50 MW, which he cannot decline. The total capacity awarded by SECI in this case would be 1040 MW.</p> |
| 59. | 4.4.6. | <p>At the end of selection process, a letter of Intent (LOI) will be issued to all the successful bidders. In case Consortium being selected as successful bidder, the LOI shall be issued to the Lead Member of the Consortium.</p> | <p>At the end of selection process, a Letter of Award (LOA) will be issued to all the successful bidders. In case Consortium being selected as successful bidder, the LOA shall be issued to the Lead Member of the Consortium.</p> |
| 60. | 6.0 | <p>FORMATS FOR BID SUBMISSION</p> <p>The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 3.5, 3.6, 3.7 of Section 3 and other submission requirements specified in the RfS.</p> <ul style="list-style-type: none"> i) Format of Covering Letter (Format 6.1) ii) Format for Power of Attorney (Format 6.2) iii) Format for Earnest Money Deposit (EMD) (Format 6.3 A) iv) Format for Performance Bank Guarantee (Format 6.3 B) v) Format for Board Resolutions (Format 6.4) vi) Format for the Consortium Agreement (Format 6.5) vii) Format 6.6-Not Applicable viii) Letter from CTU/STU/any other Transmission Utility (Format 6.7) | <p>FORMATS FOR BID SUBMISSION</p> <p>The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 3.5, 3.6, 3.7 of Section 3 and other submission requirements specified in the RfS.</p> <ul style="list-style-type: none"> i) Format of Covering Letter (Format 6.1) ii) Format for Power of Attorney (Format 6.2) iii) Format for Earnest Money Deposit (EMD) (Format 6.3 A) iv) Format for Performance Bank Guarantee (Format 6.3 B) v) Format for Board Resolutions (Format 6.4) vi) Format for the Consortium (Format 6.5) vii) Format for Financial Requirement (Format 6.6) viii) Letter from CTU/STU/any other Transmission Utility (Format 6.7) – Not Applicable |

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| | <p>ix) Format for Disclosure (Format 6.8) x) Format for Technical Criteria (Format 6.9) xi) Format for Proposed Technology Tie-up (Format 6.10) xii) Format for submission of financial bid (Formats 6.11) xiii) Technical Requirements for Grid Connected Wind Power Projects (Annexure - A) xiv) Check List for Bank Guarantees (Annexure-B) xv) List of Banks (Annexure-C) xvi) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D) xvii) Terms & Conditions of Reverse Auction Procedure (Annexure-E)</p> <p>The Bidder may use additional sheets to submit the information for his detailed response.</p> | <p>ix) Format for Disclosure (Format 6.8) x) Format for Commitment to Financial Closure (Format 6.9) xi) Format for Proposed Technology Tie-up (Format 6.10)- Not Applicable xii) Format for submission of financial bid (Formats 6.11) xiii) Break-up of Estimated Project Cost (Format 6.11 A) xiv) Technical Requirements for Grid Connected Wind Power Projects (Annexure - A) xv) Check List for Bank Guarantees (Annexure-B) xvi) List of Banks (Annexure-C) xvii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D) xviii) Terms & Conditions of Reverse Auction Procedure (Annexure-E)</p> <p>The Bidder may use additional sheets to submit the information for his detailed response.</p> | |
| 61. | Format 6.5 Note:- Technology Partner in a Consortium shall be a Company with equity participation less than 10%. | Deleted | |
| 62. | Format 6.5 Clause 14. | <p>It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of SECI.</p> | <p>It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written intimation to SECI.</p> |

Note:

- The phrase "Letter of Intent (LOI)" mentioned anywhere in the RfS document stands replaced with "Letter of Award (LOA)".
- Some of the revised Formats and Annexure of the RfS are appended herewith. The revised Formats and Annexures replace the ones contained in the RfS document issued on 28.10.2016

FORMAT-6.1

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Covering Letter

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

Date: _____
 Reference No: _____

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

Tel.#:

Fax#:

E-mail address#

To

GM (C&P)
Solar Energy Corporation of India
1st Floor, D-3, A-Wing, District Centre,
Religare Building, Saket,
New Delhi-110017

Sub: Response to RfS No ----- dated ---- for Scheme for Setting Up of 1000 MW ISTS-Connected Wind Power Projects

Dear Sir,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including qualification requirements in particular, terms and conditions of the standard PPA and PSA for supply of power for 25 years to the Trader selected by SECI and terms hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.8 under Disclosure). We also confirm that we including our Ultimate Parent Company / Parent Company / Affiliate / Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 250 MW including this response to RfS. We are submitting application for the development of following Wind Power Project(s):-

| Proj No. | Capacity (MW) | Location of Project (Vill, Tehsil, Dist., State) | Interconnection point details | Proposed CUF of the Project | Project Preferences* |
|----------|---------------|--|-------------------------------|-----------------------------|----------------------|
| 01 | | | | | |
| 02 | | | | | |

(Note: The bidder must ensure the project capacity mentioned should be more than or equals to 50 MW and less than or equals to 250 MW for each project. Delete/Insert rows as applicable)

*The preferences of the projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity, In this case, the allocation will be done as described in clause 4.4.3.

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1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], and standard PPA and PSA. In token of our acceptance to the RfS, PPA and PSA along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 18 months of the date of issue of LOA.
2. Earnest Money Deposit (EMD): - (*Please read Clause 3.11 carefully before filling*)

We have enclosed EMD of Rs. (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 6.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause 3.11 of this RfS. The total capacity of the Wind Power Project offered by us is MW [Insert cumulative capacity proposed].

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in 3.11 (ii), on issue of LOA by SECI for the selected Projects and/or we are not able to sign PPA with power trader within 06 month from date of issue of LOA or as intimated by SECI for the selected Projects, SECI shall have the right to encash the EMD/PBG submitted by us, as applicable, and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and SECI offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

6. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by SECI 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 this process.

7. 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 response to RfS, execute the PPA in the event of our selection as Successful Bidder.

8. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us, such SPV shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with trader, committing total equity infusion in the SPV as per the provisions of RfS.

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9. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity within the period of 09 months from the date of issue of LOA. In the event of delay in commissioning with the grid of CTU beyond 06 months, the provisions of 3.17 B of the RfS/ relevant articles of PPA shall be applied on such projects. Further, the project shall not be considered as commissioned unless the connectivity with CTU grid is established.
10. We are submitting our response to the RfS with formats duly signed as desired by SECI in the RfS online for your consideration.
11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
13. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of two hundred forty (240) days from the last date of submission of response to RfS).

14. Contact Person

Details of the representative to be contacted by SECI are furnished as under:

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

15. 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 as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.22 (5) (a))

FORMAT- 6.6

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FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH

[on the letter head of Bidder]

To,

[Insert name and address of SECI]

Dear Sir,

Sub: Response to RfS No. _____ for Selection of 1000 MW ISTS connected Wind Power Projects

We certify that the Bidding Company/Member in a Bidding Consortium has a minimum Net Worth* of Rs.-----Cr. (.....in words) per MW based on

| Description | Select whichever is applicable |
|--|--------------------------------------|
| Audited annual accounts for one of the last three (3) financial years 2013-14, 2014-15 and 2015-16 [Strike out the financial years not applicable]. Or | Applicable-----/ Not applicable----- |
| Net Worth as on day dd/mm/yyyy (not more than seven days prior to the last date of submission of response to RfS by the bidding companies | Applicable-----/ Not applicable----- |

This Net Worth has been calculated in accordance with instructions provided in Clause 3.5.3 B of the RfS as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates / Group Company as per following details:

| Name of Company / Parent/ Affiliate/ Group Company | Name of Company / Parent/ Ultimate Parent/ Affiliate/ Group Company/ Consortium Member whose net worth is to be considered | Relationship with Bidding Company* | Financial Year to be considered for Net Worth of the respective Company | Net Worth (in Rs. Crore) of the Member Company |
|--|--|------------------------------------|---|--|
| Company 1 | | | | |
| --- | | | | |
| --- | | | | |
| 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, duly certified by the company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium**(To be filled by each Member in a Bidding Consortium separately)****Name of Member: [Insert name of the Member]**

350

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/Group Company as per following details:

| Name of Consortium Member Company | Name of Company / Parent/ Ultimate Parent/ Affiliate/ Group Company/ Consortium Member whose net worth is to be considered | Relationship with Bidding Company* (if any) | Financial Year to be considered for Net Worth of the respective Company | Net Worth (in Rs. Crore) of the Consortium Member Company | Equity Commitment (in %age) in Bidding Consortium | Committed Net Worth (in Rs. Crore) |
|-----------------------------------|--|---|---|---|---|------------------------------------|
| Company 1 | | | | | | |
| --- | | | | | | |
| --- | | | | | | |
| 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, duly certified by the company secretary/chartered accountant is required to be attached with the format.

**(Signature & Name of the person Authorised
By the board)**

**(Signature and Stamp of
Chartered Accountant)**

Membership No.

Regn. No. of the CA's Firm:

Date:

- Note:** (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth duly certified by the Chartered Accountant.
- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by Bank are to be enclosed in support thereof for confirmation of balance in cash & bank.

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FORMAT- 6.7

Not Applicable

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FORMAT-6.9

Format for Commitment to Financial Closure(On the letter head of the Bidder)

(to be submitted separately for each Project)

To,

[Insert name and address of SECI]

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Dear Sir,

Sub: Response to RfS No. _____ for Scheme for Setting Up Of 1000 MW ISTS- Connected Wind Power Projects.

We hereby undertake to certify in line with **Clause 3.16** under the title "Financial Closure" that the following details shall be furnished within **09 (Nine) months** from date of issue of LOA: -

- 1.0 Evidence of achieving complete tie-up of the Project Cost through internal accruals or through a Financing Agency.
- 2.0 Evidence of Connectivity with ISTS through Transmission Service Agreement.
- 3.0 Evidence of clear possession of the required land for the Project along with following documentary evidence: -
 - i) Ownership or lease hold rights (as per Clause 3.16 of the RfS) in the name of the Wind Power Developer and possession of 100% of the area of land required for the Project.
 - ii) Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ right to use/ vesting of the land in the name of the wind Power Developer.
 - iii) Sworn affidavit from the Authorized person of the WPD listing the details of the land and certifying total land required for the Project under clear possession of the Power Developer.
 - iv) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

(Signature & Name of the Authorized Signatory)

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FORMAT-6.10

Not Used

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FORMAT-6.11

FINANCIAL PROPOSAL

**Covering Letter
(On Bidder's Letter head)**

[Date and Reference]

To,

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GM (C&P)

Solar Energy Corporation of India Ltd
1st Floor, D-3, A-Wing, District Centre,
Religare Building, Saket,
New Delhi-110017

Sub: Response to RfS for Scheme for Setting Up Of 1000 MW ISTS- Connected Wind Power Projects vide RfS No.-----

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm for a cumulative capacity of ____MW as Bidder for above.

I/ We agree that this offer shall remain valid for a period of 240 (Two Hundred and Forty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon..

Note:

1. *There can be only one tariff. If the bidder quotes two tariffs, then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at TCIL portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be considered as non-responsive and summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *The tariff should be mentioned up to two places of decimal only.*
6. *The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation*

Authorized Signature

Name & Designation

Address of the Bidder

FORMAT-6.11 A

Preliminary Estimate of Cost of Wind Power Project

(To be submitted separately for each Project)

Project Capacity:MW

Location:

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| Sr. No. | Particulars | Estimated Rate (in Lakh INR) (in figures) | Estimated Applicable Taxes (in %) | Estimated Total Cost (in Lakh INR) (in figures) |
|---------|---|---|--|---|
| 1. | Nacelle | | | |
| 2. | Hub | | | |
| 3. | Blade | | | |
| 4. | Power Conditioning Units | | | |
| 5. | Hardware + Cable | | | |
| 6. | Tower | | | |
| 7. | Tower Logistics | | | |
| 8. | Cables / Inter-connects/ Switchgear/ Control Panel/ Monitoring and Control System | | | |
| 9. | Power Evacuation Arrangement up to Inter-Connection Point (Cables and Transformers) | | | |
| 10. | Land Acquisition | | | |
| 11. | Civil and General Works | | | |
| 12. | Preliminary and Pre-Operative Expenses including IDC and Contingency | | | |
| 13. | Consultancy Charges | | | |
| 14. | Others (Please specify) | | | |
| 15. | Total Project Cost | | | |

(Signature)
(Name of Bidder)

Annexure-A

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Revised List of Models and Manufacturers (RLMM) of certified wind turbines to be used in Grid
Connected Wind Power Plants

RLMM List as updated from time to time, is available on MNRE website.

Commissioning Procedure

Commissioning Procedure for the Projects selected under the RfS shall be intimated by SECI in due course of time.

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dated 29.12.2016

SECI/C&P/WPD/RfS/Amendment-02

SOLAR ENERGY CORPORATION OF INDIA LTD.
NEW DELHI

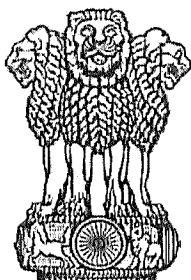
Amendment-02 to the RfS for 1000 MW ISTS Connected Wind Power Projects

RfS No. SECI/C&P/WPD/RfS/1000MW/102016 dated 28.10.2016

| Sr. No. | Clause No. | Existing Clause | Amended Clause |
|---------|------------|---|--|
| 1 | 3.9.A. | <p>Criteria for Generation</p> <p>The WPDs will declare the annual CUF of their Project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared annual CUF shall in no case be less than 20% yearly. WPD shall maintain generation so as to achieve annual CUF not less than 90 % of the declared value and not more than 120 % of the declared CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by SECI to the extent of non-availability of grid for evacuation which is beyond the control of the WPD. For the first year of operation of the project, the annual CUF shall be calculated based on the first calendar 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.</p> | <p>Criteria for Generation</p> <p>The WPDs will declare the annual CUF of their Project at the time of signing of PPA and will be allowed to revise the same once within first year of COD. The declared annual CUF shall in no case be less than 20% yearly. WPD shall maintain generation so as to achieve annual CUF not less than 90 % of the declared value and not more than 120 % of the declared CUF value, during the PPA duration of 25 years. The lower limit will, however, be relaxable by the Trader to the extent of non-availability of grid for evacuation which is beyond the control of the WPD. For the first year of operation of the project, the annual CUF shall be calculated based on the first year after COD of the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.</p> |
| 2 | 3.20.(i) | <p>The Company developing the project shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with Trader.</p> | <p>The Bidder shall provide complete information in their bid in reference to RfS about the Promoters and upon issuance of LOA, the WPDs shall indicate their shareholding in the company indicating the controlling shareholding before signing of PPA with Trader.</p> |

Annexure P-13

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INDIA NON JUDICIAL

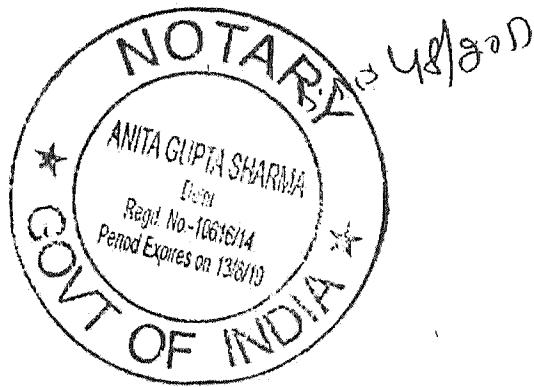
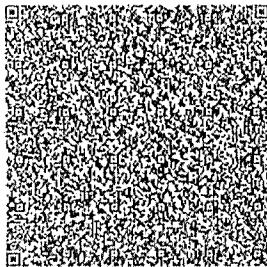
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Government of National Capital Territory of Delhi**e-Stamp**

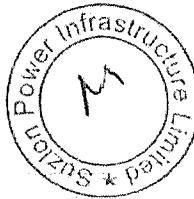
Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)

First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)

: IN-DL35958570279883P
 : 07-Jan-2017 11:54 AM
 : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
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 : SUZLON POWER INFRASTRUCTURE LTD
 : Article 48(c) Power of attorney - GPA
 : Not Applicable
 : 0
 : (Zero)
 : SUZLON POWER INFRASTRUCTURE LTD
 : Not Applicable
 : SUZLON POWER INFRASTRUCTURE LTD
 : 300
 : (Three Hundred only)



Please write or type below this line.....

Consortium Agreement**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.silvesstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

(TRUE COPY)

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FORMAT- 6.5

Consortium Agreement

THIS Consortium Agreement ("Agreement") executed on this 8th day of January, Two Thousand and Seventeen between M/s Green Infra Wind Energy Limited, a Company incorporated under the laws of India and having its Registered Office at 2nd Floor Tower No. 2, NBCC Plaza, Pushp Vihar, Saket, Delhi – 110017, India (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns); and

M/s Suzlon Power Infrastructure Limited, a Company incorporated under the laws of India and having its Registered Office at 4A, 4th Floor, 723, Thirumalai Towers, Avinashi Road, Coimbatore, Tamil Nadu – 641018, India (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), for the purpose of submitting response to RfS execution of Power Purchase Agreement (in case of award), against RfS No. SECI/C&P/WPD/RfS/1000MW/102016 dated 28.10.2016 issued by Solar Energy Corporation of India Ltd (SECI) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at 1st Floor, D-3, A- Wing, District Centre, Religare Building, Saket, New Delhi – 110017.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS Trader desires to purchase power under Scheme for setting up of 1000 MW ISTS-Connected Wind Power Projects.

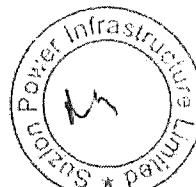
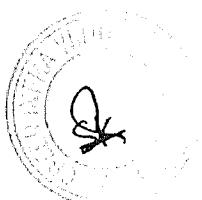
WHEREAS, SECI had invited response to RfS vide its Request for Selection (RfS) dated 28.10.2016

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by SECI wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s Green Infra Wind Energy Limited), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2 and to submit the response to the RfS.



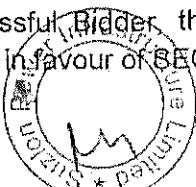
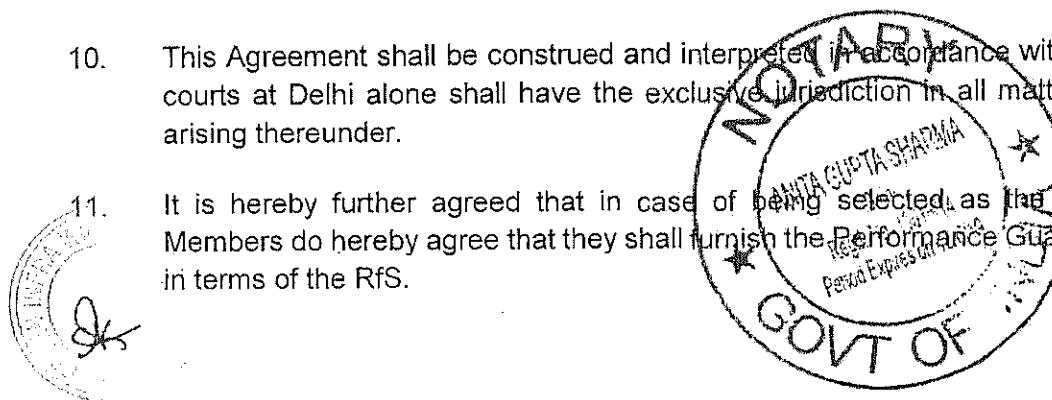
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2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. 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 of their respective equity obligations. Each 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.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:-

| Name | Percentage |
|----------|------------|
| Member 1 | 99% |
| Member 2 | 1% |
| Total | 100% |

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. 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.
9. It is further specifically agreed that the financial liability for equity contribution of the 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 its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of BECL in terms of the RfS.

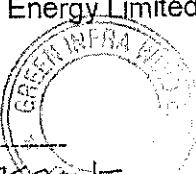


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12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SECI.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of SECI.
15. This Agreement
- has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - may not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s Green Infra Wind Energy Limited [Member 1]



Name: Sankalp Kant

Designation: Deputy General Manager

Authorized vide Board Resolution Dated 08.01.2017

ATTESTED

Witnesses:

1) Signature _____
Name: Address: Kapil Kasolia
5th Floor, Tower C
Building No -8
DLF Cyber City
Gurgaon, Haryana - 122002


Anita Gupta Sharma
NOTARY PUBLIC
- 9 JAN 2017

2) Signature _____
Name: Address: Subhadra
5th floor, Tower C,
Building No-8
DLF Cyber City
Gurgaon, Haryana - 122002

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For M/s Suzlon Power Infrastructure Limited [Member 2]

Nishanth Kumar

Name: NISHANTH KUMAR For Suzlon Power Infrastructures Limited
 Designation: Authorised Signatory Authorised Signatory

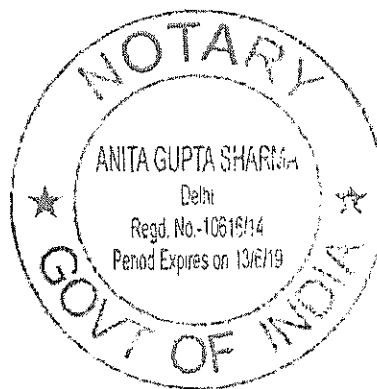
Authorized vide Board Resolution Dated 16.12.2016.

Witnesses:

1) Signature Anita Gupta.
 Name: Address: AMITABH GUPTA
E-41, SECTOR 51, NOIDA.

(2) Signature Preeteek Singh
 Name: Address: Preeteek Singh
9th Floor, Eros Corporate tower
Nehru place, New Delhi.

Signature and stamp of Notary of the place of execution



ATTESTED

Anita Gupta
 NOTARY PUBLIC

19 JAN 2017

Anita Gupta
True COPY

Annexure P14

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Green Infra Wind Energy Limited
 (A subsidiary of Sembcorp Green Infra Limited)
 CIN: U23200DL2008PLC213430

Corporate Office :
 5th Floor, Tower C, Building No. 8,
 DLF Cybercity, Gurgaon - 122002, Haryana, India
 Tel: (91) 124 3896700, Fax No. (91) 124 3896710
 sgil.info@sembcorp.com
 www.sembcorp.com

Registered Office :
 2nd Floor, Tower II, NBCC Plaza, Pushp Vihar,
 Sector-V, Saket, New Delhi - 110017, India

FORMAT-6.1

Covering Letter

Date: 9th Jan 2016 *2016*
 Reference No: GIWEL/SECI/Wind1000/01

From: Green Infra Wind Energy Limited
 (Lead Member of the Bidding Consortium)
 5th Floor, Tower C, Building No. 8,
 DLF Cybercity, Gurgaon – 122002, Haryana, India

Tel.#: (91) 124 3896700
 Fax#: (91) 124 3896710
 E-mail address#: sgil.info@sembcorp.com, Sankalp.Kant@sembcorp.com

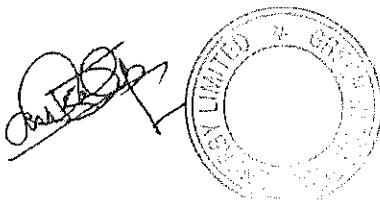
To

GM (C&P)
 Solar Energy Corporation of India
 1st Floor, D-3, A-Wing, District Centre,
 Religare Building, Saket,
 New Delhi-110017

Sub: Response to RfS No SECI/C&P/WPD/RfS/1000MW/102016 dated 28.10.2016 for
 Scheme for Setting Up of 1000 MW ISTS- Connected Wind Power Projects

Dear Sir,

We, the undersigned Green Infra Tamil Nadu (a consortium of Green Infra Wind Energy Limited and Suzlon Power Infrastructure Limited, with Green Infra Wind Energy Limited being the Lead Member) having read, examined and understood in detail the RfS including qualification requirements in particular, terms and conditions of the standard PPA and PSA for supply of power for 25 years to the Trader selected by SECI and terms



Anilika Bohra
 (True copy)



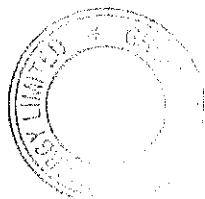
hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.8 under Disclosure). We also confirm that we including our Ultimate Parent Company / Parent Company/ Affiliate / Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 250 MW including this response to RfS. We are submitting application for the development of following Wind Power Project(s):-

| Proj No. | Capacity (MW) | Location of Project (Vill, Tehsil, Dist., State) | Interconnection point details | Proposed CUF of the Project | Project Preferences* |
|----------|---------------|---|---|-----------------------------|----------------------|
| 01 | 249.9 | Village <i>Jambulingapuram,</i> <i>Kilumudiman,</i> <i>Melarasadi,</i> <i>Meltattaparai,</i> <i>Ottapidaram,</i> <i>Panjalamkuruchi,</i> <i>Sillanatham,</i> <i>Umarikottai,</i> <i>Valasamudram, etc.</i> Taluka - Ottapidaram & Tuticorin Dist - Tuticorin State - Tamil Nadu | 400/230 KV Tirunelveli Pooling Substation of PGCIL | 32.6% | NA |

(Note: The bidder must ensure the project capacity mentioned should be more than or equals to 50 MW and less then or equals to 250 MW for each project. Delete/Insert rows as applicable)

1. We give our unconditional acceptance to the RfS, dated 28/10/2016, and standard PPA and PSA. In token of our acceptance to the RfS, PPA and PSA along with the amendments and clarifications issued by SECI, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 18 months of the date of issue of LOA.
2. Earnest Money Deposit (EMD): - (Please read Clause 3.11 carefully before filling)

*The preferences of the projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity, In this case, the allocation will be done as described in clause 4.4.3,





We have enclosed EMD of Rs. 25,00,00,000 (Rs. Twenty Five Crore only) in the form of bank guarantee no 0172OBG17000323 dated 06/01/2017 as per Format 6.3A from Kotak Mahindra Bank Limited and valid up to 30/12/2017 in terms of Clause 3.11 of this RfS. The total capacity of the Wind Power Project offered by us is 249.9 MW.

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects within due time as mentioned in 3.11 (ii), on issue of LOA by SECI for the selected Projects and/or we are not able to sign PPA with power trader within 06 month from date of issue of LOA or as intimated by SECI for the selected Projects, SECI shall have the right to encash the EMD/PBG submitted by us, as applicable, and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and SECI offers a capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

6. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by SECI 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 this process.

7. 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 response to RfS, execute the PPA in the event of our selection as Successful Bidder.

8. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us, such SPV shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with trader, committing total equity infusion in the SPV as per the provisions of RfS.

9. We hereby undertake that in the event of our project is selected; we shall be solely responsible for getting the connectivity within the period of 09 months from the date of issue of LOA. In the event of delay in commissioning with the grid of CTU beyond 06 months, the provisions of 3.17 B of the RfS/ relevant articles of PPA shall be applied on

A handwritten signature is placed over a circular stamp. The stamp contains the text "SEMBCORP INDIA PRIVATE LIMITED" around the perimeter and "RENEWABLE ENERGY" in the center.





such projects. Further, the project shall not be considered as commissioned unless the connectivity with CTU grid is established.

10. We are submitting our response to the RfS with formats duly signed as desired by SECI in the RfS online for your consideration.
11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from SECI.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
13. We confirm that all the terms and conditions of our Bid are valid up to 30/09/2017 for acceptance (i.e. a period of two hundred forty (240) days from the last date of submission of response to RfS).

14. Contact Person

Details of the representative to be contacted by SECI are furnished as under:

Name: Sankalp Kant
 Designation: Deputy General Manager
 Company: Green Infra Wind Energy Limited
 Address: 5th Floor, Tower C, Building No. 8,
 DLF Cybercity, Gurgaon – 122002, Haryana, India
 Phone Nos. : (91) 124 3896700
 Mobile Nos. : (91) 9811988279 / (91) 9167664222
 Fax Nos. : (91) 124 3896710
 E-mail address: Sankalp.Kant@sembcorp.com

15. 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 as a Seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the 9th day of January, 2017

Thanking you,
 Yours faithfully,

Sankalp Kant
 Deputy General Manager



Anil B. Bapna
 (True copy)

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Annexure P-15

सोलर एनर्जी कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उपक्रम)
Solar Energy Corporation of India Ltd.
(A Government of India Enterprise)

स्वच्छ भारत - स्वच्छ ऊजा

Original

Ref. No. SECI/C&P/WPD/LOA/GIWEL/ 12359

Date: 05/04/2017

To

M/s Green Infra Wind Energy Limited

5th floor, Tower C, Building No. 8,
DLF Cyber city,
Gurgaon, Haryana 122002
India

Kind Attn: Sh. Sankalp Kant, Dy. General Manager

Letter of Award**Sub: Selection of Wind Power Projects under Scheme for setting up of 1000**

MW ISTS -connected Wind Power Projects: Letter of Award for Project of 249.90 MW (Project ID: WPD-ISTS-T1-GIWEL-P1-249.9TN) at Village - Jambulingapuram, Kilumudiman, Melarasadi, Meltattaparai, Ottapidaram, Panjalamkuruchi, Sillanatham, Umarikottai, Valasamudram, etc. ; Taluka - Ottapidaram & Tuticorin ; Dist. - Tuticorin ; State - Tamil Nadu

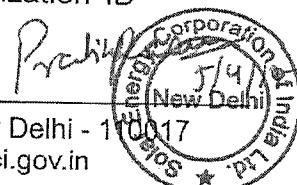
Dear Sir,

Ref: This has reference to the following:

- The Guidelines for Implementation of Scheme for Setting up of 1000 MW ISTS - connected Wind Power Projects" vide notification no. 53/14/2016-WE dated 22.10.2016 including its subsequent amendments and clarifications issued by Ministry of New and Renewable Energy (MNRE) (herein referred to as "Guidelines");
- The Request for Selection (RfS) document vide RfS no. SECI/C&P/WPD/RfS/1000MW/102016 dated 28.10.2016 including draft Power Purchase Agreement (PPA), draft Power Sale Agreement (PSA) and subsequent amendments/ clarifications/ revisions/ notifications issued and uploaded during the process of RfS on TCIL portal (www.tcil-india-electronic-tender.com);
- Your response to the RfS document submitted vide Bid Acknowledgement Receipt dated 09.01.2017 and uploaded on TCIL portal vide Organization ID

Regd. Office : D-3, 1st floor, Wing-A, Religare Building, District Center, Saket, New Delhi - 110017
Phone : (011) 71989200, Email : corporate@seci.gov.in, Website : www.seci.gov.in

CIN : U40106DL2011GOI225263



Anil Bhatia
(True Copy)

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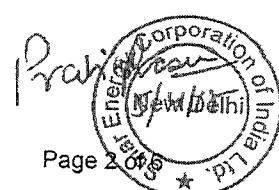
(ETS-IN-2016-RS0000290) against Scheme for Setting up of 1000 MW ISTS - connected Wind Power Projects;

- D. Your Bank Guarantee(s) towards Earnest Money Deposit (EMD) submitted along with RfS (i) BG No 0172OBG17000323 dated 06.01.2017 issued Kotak Mahindra Bank Ltd. Corporate Operations, 7th floor, Ambadeep Building, KG Marg, New Delhi - 110001, for ₹25,00,00,000/- (Rupees Twenty Crore Only).
- E. Your Final tariff (INR/kWh) at the end of the e-Reverse Auction conducted on TCIL portal on 23.02.2017 for the referred Wind Power Project.

In reference to above and subject to various provisions of RfS, we confirm having accepted your final offer concluded as a result of e-RA and issue this letter of award as per the following details:

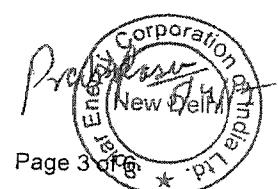
| Allotted Project ID | Project Capacity (MW) | Project Location | Sub-station details for connectivity | Applicable Tariff (INR/kWh) in figures | Applicable Tariff (INR/kWh) in words |
|------------------------------|-----------------------|--|--|--|---------------------------------------|
| WPD-ISTS-T1-GIWEL-P1-249.9TN | 249.90 | Village - Jambulingapuram, Kilumudiman, Melarasadi, Meltattaparai, Ottapidaram, Panjalamkuruchi, Sillanatham, Umarikottai, Valasamudram, etc. ; Taluka - Ottapidaram & Tuticorin ; Dist - Tuticorin ; State - Tamil Nadu | 400/230 kV Tirunelveli Pooling Substation of PGCIL | ₹ 3.46/- | Rupees Three and Forty-six paisa only |

M/s PTC India Limited, the power trading company selected by SECI for sale and purchase of wind power under the scheme, shall purchase the power generated from the proposed ISTS- Connected Wind Power Project under the above scheme subject to the following terms and conditions as stated in various documents referred above and briefly brought out hereinafter.



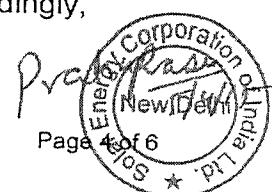
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- 1.0 The applicable tariff as mentioned above for power generated from the proposed Wind Power Project for the term of Power Purchase Agreement (PPA) to be entered into between Project Company or the Wind Power Developer (WPD) and M/s PTC India Limited (the "Trader"), for the project, shall be firm for the entire term of the PPA.
- 1.1 The applicable tariff payable shall be fixed for 25 years from Commercial Operation Date, as discovered through the e-bidding and e-Reverse Auction. The WPD will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs, Excise Duties, Tax Holidays, etc. as available for such projects. No claim shall arise on SECI for any liability if the WPD is not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.
- 1.2 The award of the above project is subject to the Guidelines including amendments / clarifications issued by MNRE (Government of India) and terms and conditions of the RfS document including its clarifications/ amendments / elaborations / notifications issued by SECI.
- 1.3 No change in the shareholding of the Bidding Company or Bidding Consortium developing the Project shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable. Controlling Shareholding (holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to One Year after the COD of the Project.
- 1.4 Any consortium, if selected as successful bidder for the purpose of supply of power to the Trader, shall incorporate a Project Company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with the Trader, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. This shall not change till the signing of PPA.
- 1.5 The WPD will have to submit the required documents as mentioned below to SECI within 30 days from date of this Letter of Award (LOA) or before signing of PPA, whichever is earlier. In case of delay in submission of documents beyond the timeline as mentioned above, SECI shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.



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- 1) Copy of the Certificate of Incorporation of the Wind Power Developer.
 - 2) The details of promoters and their shareholding in the WPD, duly certified by the practicing Chartered Accountant/ Company Secretary in original at least 7 (seven) days prior to date of their document submission (certificate date should be after the date of LOA) along with latest documents filed with ROC).
 - 3) Copy of the Memorandum of Association (MoA) of the WPD highlighting the object clause related to generation of Power/ Energy/ Renewable Energy/ Wind Power plant development.
 - 4) The WPD shall submit the Performance Bank Guarantee for a value of @ Rs 20 Lakh/ MW within 30 days of issuance of Letter of award or before signing of PPA, whichever is earlier. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3B of RfS, issued in favor of SECI, for a value @ Rs 20 Lakh/MW/Project with a validity period of 24 months from the date of issue of this LOA.
 - 5) Further, the PPA shall be signed only upon receipt of the total Performance Guarantees of requisite value.
 - 6) The EMD submitted shall be released only after receipt, successful verification of the total Performance Bank Guarantee in the acceptable form.
- 1.6 If required, SECI shall have the right to verify original documents of the WPD for which copies have been submitted from the date of submission of response to RfS till date, if required. Power Purchase Agreement (PPA as per the format given along with RfS) have to be signed within 06 month from the date of issue of LoA. Subsequent extension in this timeline shall be finalized as mutually agreed by SECI and the Trader.
- 1.7 In case, the Trader offers to execute the PPA with the WPD and if the WPD does not submit the requisite documents as per Clause 3.14 of RfS or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Performance Bank Guarantee submitted to SECI shall be forfeited by SECI and the Awarded Project(s) shall stand cancelled.
- 1.8 The WPD shall meet financial closure in line with clause 3.16 of the RfS document, within 09 (Nine) months from the date of issue of LoA. Accordingly,



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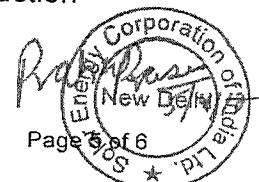
the WPD shall furnish the following details within Nine (09) months from the date of issue of LoA:

1. Evidence of achieving complete tie-up of the Project Cost through internal accruals or through a Financing Agency.
2. Evidence of Connectivity with ISTS through Transmission Service Agreement.
3. Evidence of clear possession of the required land for the Project along with following documentary evidences: -
 - i) Ownership or lease hold rights (as per Clause 3.16 of the RfS) in the name of the Wind Power Developer and possession of 100% of the area of land required for the Project.
 - ii) Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ right to use/ vesting of the land in the name of the Wind Power Developer.
 - iii) Sworn affidavit from the Authorized person of the WPD listing the details of the land and certifying total land required for the Project under clear possession of the Power Developer.
 - iv) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi.

Note: Failure or delay in achieving the above conditions shall constitute sufficient grounds for forfeiture of Performance Guarantee.

1.9 The WPD/Project Company shall achieve commissioning of the Project within 18 months from the date of issue of LoA as per the conditions stipulated in Clause 3.17 of the RfS and relevant articles of PPA. In case of failure to achieve this milestone, SECI shall encash the Performance Bank Guarantee (PBG) in the following manner:

- i Delay up to Six months – the total PBG on per day basis and proportionate to the balance Capacity not commissioned.
- ii Delay of more than six months – In case the commissioning of the project is delayed over Six (6) months, the tariff discovered after e-Reverse Auction shall be reduced at the rate of 0.50 Paise/kWh per day of delay for the delay in such remaining capacity which is not commissioned. The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee and reduction



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in the fixed tariff shall be limited to 27 months from the date of issue of LoA. In case, the Commissioning of the Project is delayed beyond 27 months from the date of issue of LoA, the PPA capacity shall stand reduced / amended to the Project Capacity Commissioned, provided that the commissioned capacity is not below 50 MW or 50% of the allocated Project Capacity, whichever is higher, and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity. If the WPD failed to commission project capacity of 50 MW or 50% of the allocated Project Capacity, whichever is higher within a period of 27 months from the date of issue of LoA, apart from imposition of penalties as listed above, he shall be blacklisted and will not be allowed to participate in any other scheme of MNRE/SECI for a period to be decided by them.

- 1.10 You are requested to make it convenient for signing of Power Purchase Agreement (PPA) as per clause 3.14 of RfS, failing which provisions as per clause 3.11 of the RfS shall be applicable.
- 1.11 All disputes arising out of and/ or in connection with the selection of Wind Power Projects under the said scheme and execution of PPA thereto shall be governed by laws of India and shall be subject to the jurisdiction of Courts of New Delhi.

This LoA is being issued in duplicate and you are requested to kindly acknowledge receipt of this LoA by sending the duly stamped and signed duplicate copy of LoA to SECI within 07 days from date of this LoA.

Thanking you,

Yours faithfully,

For and on behalf of Solar Energy Corporation of India Limited


 Pratik Prasun
 (Pratik Prasun)
 Deputy Manager (C & P)


 (True Copy)

*Annexure-P-16**374***Suzlon Power Infrastructure Ltd.**

One Earth, Hadapsar, Pune - 411 028, India

SUZLON

POWERING A GREENER TOMORROW

Phone : +91.20.61356135 / 67022000
 Fax : +91.20.67022100 / 67022200
 E-mail : pune@suzlon.com
 URL : www.suzlon.com

Letter No: SPIL/FY17-18/PGCIL/0...

April 19, 2017

Dr. Subir Sen,
Chief Operating Officer, (CTU Planning & Smart Grid)
Power Grid Corporation of India Limited
Sector 29, Gurgaon – 122 001 (Haryana)

Sub: Grant of use of Grid Connectivity for the 249.90 MW of awarded Wind Project

Ref: 1. RfS No: SECI/C&P/WPD/Rfs/1000MW/102016 dated 28-Oct-16 & Amendments
 2. Letter of Award Ref. No SECI/C&P/WPD/LOA/GIWEL/12359 dated 5-Apr-17

Dear Sir,

We write to you with reference to the above captioned SECI RfS Document and its subsequent Amendments, and subsequently, the Letter of Award issued to us by SECI for Project of 249.90 MW at Dist. Tuticorin, State Tamilnadu.,

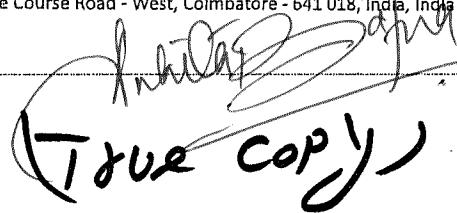
At the outset, we thank you for the support we have been receiving throughout the tendering process and various clarifications already provided.

We would like to currently bring to your kind attention our current status of Grid connectivity:

1. Solar Energy Corporation of India Limited, a Government of India Enterprise, on 28th October 2016 floated an RFS for setting up 1000 MW ISTS connected wind power projects. Maximum size of a project allowed under the RFS was 250 MW.
2. Suzlon Power Infrastructure Limited (SPIL), in consortium with Green Infra Wind Energy Limited, submitted a bid for development of 249.9 MW project at Chandragiri Wind farms in Tamil Nadu against the above RFS, and was declared a successful bidder.
3. We, Suzlon Power Infrastructure Limited (SPIL), hold a valid Grid connectivity of 300 MW at Tirunelveli vide letter of PGCIL Ref. No. C/CTU-Plg/Con/S/2015/Suzlon- Chandragiri dated 9-Dec-15.
4. In addition, we, SPIL are in receipt of intimation for grant of LTA for transfer of 75 MW of power from SPIL, Chandragiri Wind Farms, Tamilnadu to NR & NER vide PGCIL's letter Ref. No. C/CTU-Plg/ LTA/W/2016/SPIL- Chandragiri dated 29-Jul-16.



Regd. Office: 108, II Floor, Srivari Gokul Tower, Race Course Road - West, Coimbatore - 641 018, India, Ph.: +91.422.2221792 / 2223087 Fax: +91.422.2223087



(True Copy)

375**Suzlon Power Infrastructure Ltd.**

One Earth, Hadapsar, Pune - 411 028, India

SUZLON

POWERING A GREENER TOMORROW

Phone : +91.20.61356135 / 67022000
 Fax : +91.20.67022100 / 67022200
 E-mail : pune@suzlon.com
 URL : www.suzlon.com

5. We, SPIL have also executed a Transmission Service Agreement (TSA) with PGCIL vide Agreement dated 29-Sep-16.
6. We, SPIL have also executed a Long Term Open Access Agreement (LTOA) with requisite system strengthening with PGCIL with vide Agreement dated 29-Sep-16 for 75 MW quantum of power from Chandragiri Wind farms in Tamilnadu SR.
7. The requisite construction BG of Rs 3.75 Cr. for the above 75 MW was also provided in Dec.2016

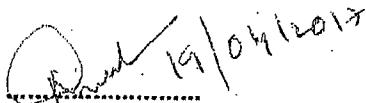
In the above backdrop, it is requested to permit us to commission the 249.90 MW awarded to us and evacuate the power through the aforementioned ISTS connectivity granted to us.

A line in confirmation is solicited so that we can apply for the LTA for the additional MW so that the awarded 249.9 MW, could be delivered at the destined drawal points.

Awaiting a favourable response.

Thanks & regards,

For Suzlon Power Infrastructure Limited



19/04/2017

Authorised Signatory
NARESH PANCHAL

CC : 1. Mr. Sanjay Sharma, General Manager (C&P), Solar Energy Corporate of India Limited,
New Delhi – 110 017
2. Green Infra Wind Energy Limited

Encl. : Copies of

- 1) Format 6.1 Covering letter to the Bid by consortium of Green Infra Wind Energy Limited & Suzlon Power Infrastructure Limited dated 9-Jan-17
- 2) SPIL Grid connectivity of 300 MW at Tirunelveli vide letter of PGCIL Ref. No. C/CTU-Plg/Con/S/2015/Suzlon-Chandragiri dated 9-Dec-15
- 3) SPIL Transmission Service Agreement (TSA) with PGCIL vide Agreement dated 29-Sep-16
- 4) SPIL Long Term Open Access Agreement (LTAA) with system strengthening with PGCIL dated 29-Sep-16 for 75 MW from Chandragiri Wind farms in Tamilnadu SR.

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SUZLON

POWERING A GREENER TOMORROW

Phone : +91.20.61356135 / 67022000
 Fax : +91.20.67022100 / 67022200
 E-mail : pune@suzlon.com
 URL : www.suzlon.com

Suzlon Power Infrastructure Ltd.

One Earth, Hadapsar, Pune - 411 028, India

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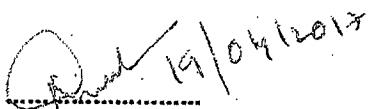
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Thanks & regards,

For Suzlon Power Infrastructure Limited



19/04/2017

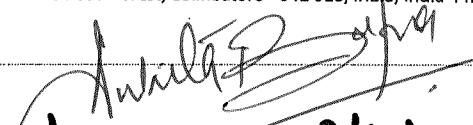
Authorised Signatory

NARESH PANCHAL

CC : 1. Mr. Sanjay Sharma, General Manager (C&P), Solar Energy Corporate of India Limited,
 New Delhi – 110 017
 2. Green Infra Wind Energy Limited

Encl . : Copies of

- 1) Format 6.1 Covering letter to the Bid by consortium of Green Infra Wind Energy Limited & Suzlon Power Infrastructure Limited dated 9-Jan-17
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- 4) SPIL Long Term Open Access Agreement (LTAA) with system strengthening with PGCIL dated 29-Sep-16 for 75 MW from Chandragiri Wind farms in Tamilnadu SR.



(True Copy)

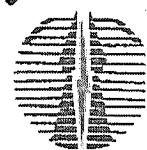
Annexure P-17 377

पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



पावरग्रिड

केन्द्रीय कार्यालय: "सौदामिनी" प्लॉट नं. 2, सेक्टर-29, गुडगांव-122 001, (हरियाणा) दूरभाष: 0124-2571700-719, फैक्स: 0124-2571762
"Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana) Tel.: 0124-2571700-719, Fax: 0124-2571762, Web: www.powergridindia.com

Ref. No. C/CTU/S/SPIIL&GIWEL

CIN : L40101DL1989GOI038121

Date: 25th May, 2017

1. Shri Naresh Panchal
Sr. GM & Head-Power Evacuation,
M/s Suzlon Power Infra Ltd.
One Earth, Hadapsar,
Pune – 411 028

2. Green Infra Wind Energy Ltd
2nd Floor, Tower-II, NBCC Plaza,
Pushp Vihar, Sector-V, Saket,
New Delhi – 110 017

Subject: Use of Grid Connectivity of 249.90 by consortium of SPIIL-reg.

Dear Sir,

This is with reference to SPIIL letter no. SPIIL/FY17-18/PGCIL/0 & GIWEL letter no. GIWEL/FY17-18/PGCIL/0001 dated 19.04.2017 regarding use of ISTS connectivity and LTA by the consortium of GIWEL & SPIIL which was earlier granted to SPIIL for its Chandragiri wind farms in Tamil Nadu. You are aware that the Connectivity was granted to SPIIL against Connectivity application as generator for which SPIIL has submitted the affidavit along with the application in accordance with CERC Connectivity Regulations, 2009 & Detailed Procedure.

SPIIL has now established a new legal entity through consortium with GIWEL, however the name and particulars of this consortium entity is not manifest. Further, it appears that the SPIIL & GIWEL consortium entity is seeking to utilize the connectivity and LTA granted to SPIIL only. This in a way shall lead to the transfer of Connectivity and LTA from one legal entity to another legal entity which is not permitted under the prevailing CERC Connectivity Regulations, 2009 & Detailed Procedure.

In view of the above your request for use of the Connectivity by the consortium cannot be acceded to.

We hope above clarify the matter.

Thanking you,

Yours faithfully,

(Subir Sen)
Chief Operating Officer (CTU Plg.)

पंजीकृत कार्यालय: बी-9, कुतब इंस्टीट्यूशनल एरिया, कटवारिया सराय, नई दिल्ली-110016 दूरभाष: 011-26560112, 26560121, 26564812, 26564892, फैक्स: 011-26601081
Regd. Office: B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 Tel.: 011-26560112, 26560121, 26564812, 26564892, Fax: 011-26601081, Web: www.powergridindia.com

रखहित एवं राष्ट्रहित में ऊर्जा बचाएं
Save Energy for Benefit of Self and Nation

(True Copy)

Suzlon Power Infrastructure Ltd.

One Earth, Hadapsar, Pune - 411 028, India

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SUZLON
POWERING A GREENER TOMORROW

ANNEEXURE-9-18

SPIIL/PGCIL/17-18/1003

Date: 27th June 2017

To

Dr. Subir Sen
 Power Grid Corporation of India Ltd,
 'Saudamini', Plot No.2, Sector-29,
 Near IFFCO Chowk,
 Gurgaon – 122 001, HARYANA.
 Tel. 0124 - 2571700 - 719

Dear Sir,

Sub: 230 kV Bays sanctioned for Chandragiri wind farms.

**Ref: (1) Your letter C/CTU-Plg/Con/S/2015/Suzlon-Chandragiri Dt. 9th Dec 2015
 (2) Our letter SPIIL/PGCIL/17-18/1001 Dt. 25th May 2017**

Kindly refer to above cited letter. As submitted earlier, Suzlon Power Infrastructure Limited ("SPIIL") and Green Infra Wind Energy Private Limited ("GIWEL") formed a consortium on 8th January 2017 and participated in the first ISTS bid held by SECI and was one of the successful bidders, and has been allotted LOA on 5th April 2017.

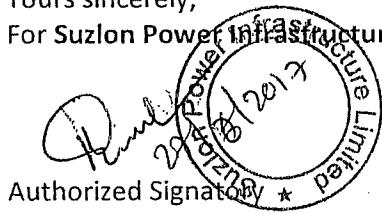
Pursuant to your letter dated 9th December 2015 (referred above), the connectivity for 300 MW at Chandragiri wind farm was granted to SPIIL for terminating in 2 Nos. of Bays at the proposed 400/230kV substation of PGCIL. Subsequently, the issue of suitability of 1 No. of bay for evacuation of 300 MW of Chandragiri was discussed in a meeting with PGCIL in the month of April 2017. SPIIL has not been allowed to transfer the connectivity to GIWEL to be utilised in connection with Chandragiri project as citing lack of regulatory provisions, PGCIL has indicated that such transfer of connectivity is not feasible.

Moreover, as per our discussions with several prospective customers on the above subject, they have shown disinclination towards using connectivity of 300 MW in single circuit, mainly due to the stipulations and regulations in some of the states, which specify redundancy in lines from the wind farm to the utility's substation.

In view of this, we hereby agree to surrender 1 No. of 230kV Bay allotted to us at Tirunelveli substation for use by GIWEL.

Thanking you,

Yours sincerely,
 For Suzlon Power Infrastructure Ltd


 Authorized Signatory *

Antulé Bahuguna
 (TRUE COPY)

Suzlon Power Infrastructure Ltd.
One Earth, Hadapsar, Pune - 411 028, India

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SUZLON
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ANNEXURE - P-19

Annexure P-19

To,
The Joint Secretary (Wind)
Ministry of New and Renewable Energy
Block 14 – CGO Complex
Lodi Road
New Delhi - 110003

Phone : +91.20.67022000
 Fax : +91.20.67022100 / 67022200
 E-mail : pune@suzlon.com
 URL : www.suzlon.com

28th June, 2017

Dear Sir,

**Sub: Grant of use of connectivity at CTU for the 249.9 MW awarded project under the first
 ISTS based bidding for wind energy**

This is in reference to the above mentioned subject matter, and our meeting on 23 June 2017 with yourself along with officials from SECI and PGCIL, wherein we have explained the difficulties being faced by our Consortium regarding use of Connectivity granted to SPIL.

In this respect as discussed, we have today submitted our communication to PGCIL regarding surrender of 1 No. of 230kV Bay allotted to SPIL at Tirunelveli substation, for use by our Consortium with Green Infra Wind Energy Ltd. (GIWEL), that has received the Letter of Award from SECI for the 249.90 MW Wind Project. A copy of the same is enclosed for your reference and records please.

We request your support to take up this matter with the CTU (PGCIL), to issue a directive, to permit the consortium of SPIL & GIWEL to use the surrendered Bay of SPIL. This will help in executing the said 249.9 MW project using ISTS within the given timeframe.

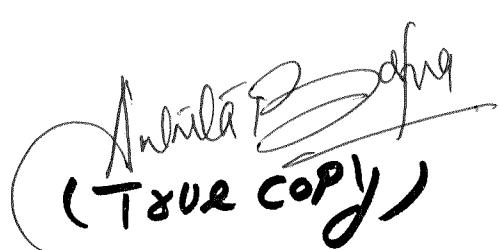
Thanking you,

Quint 26/06/2017

Authorised Signatory

Suzlon Power Infrastructure Limited

Enclosures: SPIL letter to PGCIL dated 27-Jun-17 on surrender of Bay at Tirunelveli SS



(True Copy)