GUJARAT URJA VIKAS NIGAM LIMITED

(An ISO 9001:2015 Certified Company)
CIN:- U40109GJ2004SGC045195
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara: 390 007
Phone PBX : (0265) 2310582-86, Direct: (0265)2334751, 2340289
Fax No. 0265-2344543, 2337918
Web Site:www.guvnl.com

Azadi Ka Amrit Mahotsav

REF NO: GUVNL/COM/2022/GM(RE & IPP)/Solar/ 302 **Date:** 30/03/22

To,
Shri Roopwant Singh, IAS
Secretary
Gujarat Electricity Regulatory Commission
6th Floor, GIFT ONE,
Road 5C, Zone 5,GIFT City,
Gandhinagar - 382355,
Gujarat, India.
Email: gerc@gercin.org

AD(Legal)/Ex(Legal)-
Process
PJ
31/03/2022

Inward No - 1934
Date : 31 MAR 2022
By RPAD

Sub: Miscellaneous Petition under Clause 3.1.1 (c) of Guidelines for Tariff Based Competitive Bidding Process notified by Ministry of Power under Section 63 of the Electricity Act on 03.08.2017 as amended from time to time for Procurement of Power from Grid Connected Solar PV Power Projects read with section 86 of the Act for approval of deviations from the said Guidelines.

Respected Sir,

Please find attached herewith a miscellaneous Petition under Clause 3.1.1 (c) of Guidelines for Tariff Based Competitive Bidding Process notified by Ministry of Power under Section 63 of the Electricity Act on 03.08.2017 as amended from time to time for Procurement of Power from Grid Connected Solar PV Power Projects read with section 86 of the Act for approval of deviations from the said Guidelines.

The petition (1 original copy + 4 copies) on affidavit is attached herewith. GUVNL has made payment of requisite petition file fees of **Rs 10,000/-** through Cheque No. (000006280735) on 30.03.2022 as per Schedule 24 of GERC (Fees, Fines and Charges) Regulations, 2005 and the payment details are attached along with this letter.

Thanking you,

Yours faithfully,

30/3/2022

Parthik Joshi
(Dy Chief Accounts Officer)

Pl. accept the fees of Rs. 10,000/- subject to verification of GERC (Fees, Fines & charges) Regulations, 2005.
31/03/2022

AJ Pj MR No. 1976/3N for Rs. 10,000/- Received from GUVNL
31.3.22

केनरा बैंक Canara Bank
Together We Can

GUVNL
SARDAR PATEL VIDYUT BHAVAN
RACE COURCE ROAD
VADODARA
VADODARA

Account Statement as of 30-03-2022 16:02:54 GMT +0530

Account Holders Name	GUVNL
Branch	AHMEDABAD VEJALPUR LCB
Searched by :	30-03-2022 to 30-03-2022
Account Number	0343261015061
Customer Id	92060019
MICR CODE	380015025
IFSC CODE	CNRB0003189
Account Currency	INR
Balance B/F	43,19,46,819.40
Closing Balance	43,06,86,819.40

Txn Date	Value Date	Cheque No.	Description	Branch Code	Debit	Credit	Balance
30-Mar-2022 15:23:51	30-Mar-2022	000006280734	Funds Transfer Debit - GUJARAT ELEC REG COMM	4834	12,50,000.00		43,06,86,819.40
30-Mar-2022 15:22:01	30-Mar-2022	000006280735	Funds Transfer Debit - GUJARAT ELEC REG COMM	4834	10,000.00		43,19,36,819.40

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Details of Ombudsman:

e Banking Ombudsman C/o. RBI,
10/3/8 Nrupatunga Road
Bangalore-560001 Tel:0000 / 0000 Fax0
E-mail: bobangalore@rbi.org.in

ARE YOU A MERCHANT / TRADER / RETAILER / SMALL VENDOR. USE DIGITAL PAYMENT CHANNEL TO RECEIVE PAYMENT FROM YOUR CUSTOMERS.CONTACT BRANCH MANAGER FOR MORE DETAILS. GO CASHLESS / CARDLESS.

COMPUTER OUTPUT- DOES NOT REQUIRE SIGNATURE

---------- END OF STATEMENT ----------

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Filing No:

Case No:

IN THE MATTER OF

Miscellaneous Petition under Clause 3.1.1 (c) of Guidelines for Tariff Based Competitive Bidding Process notified by Ministry of Power under Section 63 of the Electricity Act on 03.08.2017 as amended from time to time for Procurement of Power from Grid Connected Solar PV Power Projects read with section 86 of the Act for approval of deviations from the said Guidelines.

PETITIONER

Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara - 390 007
Fax: 0265-2344543

MISCELLANEOUS PETITION UNDER CLAUSE 3.1.1 (C) OF THE GUIDELINES ISSUED BY MINISTRY OF POWER ON 03.08.2017 AS AMENDED FROM TIME TO TIME UNDER SECTION 63 OF THE ELECTRICITY ACT READ WITH SECTION 86 OF THE ELECTRICITY ACT FOR APPROVAL OF DEVIATIONS FROM THE SAID GUIDELINES.

MOST RESPECTFULLY SHOWETH:

1) The Government of Gujarat (hereinafter referred to as "GoG") has notified the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003 (herein after called as "Act") in May 2003 for the reorganization of the entire power sector in the State of Gujarat.

2) Pursuant to the Gujarat Electricity Industry Reorganization and Comprehensive Transfer Scheme, 2003 notified under the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003, erstwhile Gujarat Electricity Board has been reorganised and its functions have been vested in different entities.

3) The activities of Generation, Transmission, Distribution, Bulk power purchase and supply undertaken by erstwhile Gujarat Electricity Board has been entrusted to separate seven functional entities. The generation activity is assigned to Gujarat State Electricity Corporation Ltd. (GSECL), the transmission activity is assigned to Gujarat Energy Transmission Corporation Ltd. (GETCO) and the distribution activity is assigned to four Distribution companies viz. Uttar Gujarat Vij Company Ltd. (UGVCL), Madhya Gujarat Vij Company Ltd. (MGVCL), Dakshin Gujarat Vij Company Ltd. (DGVCL) and Paschim Gujarat Vij Company Ltd. (PGVCL). Further, the function of Bulk

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

purchase and Bulk sale of power is assigned to the Petitioner - Gujarat Urja Vikas Nigam Ltd. (GUVNL) as per the re-organization scheme.

4) The Distribution Companies are mandated to procure power from Renewable Energy Sources as per the provisions of section 86{1} {e} of the Electricity Act, 2003 and in terms of GERC (Procurement of Energy from Renewable Energy Sources) Regulations as amended from time to time.

5) In accordance with the same, the Petitioner on behalf of its four Distribution Companies has been entering into Power Purchase Agreements amongst others with various Renewable Energy Generators for procurement of power from time to time.

6) Section 63 of the Electricity Act 2003 provides that Appropriate Commission shall adopt the tariff if such tariff has been determined through transparent process of bidding in accordance with the guidelines issued by the Central Government.

7) Section 86(1)(b) of the Electricity Act 2003 provides that the State Commission shall discharge following functions, namely –

Clause (b) – "regulate electricity purchase and procurement process of distribution licensees including the price at which electricity shall be procured from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State."

8) Promotion of competition in the electricity industry in India is one of the key objectives of the Electricity Act 2003. Power purchase costs constitute the largest cost element for distribution licensees. Competitive procurement of electricity by the distribution licensees is expected to reduce the overall cost of procurement of power and lead to reduction in prices of electricity and in significant benefits for consumers.

9) Section 61 and 62 of the Electricity Act 2003 empowers the State Commissions to specify the terms and conditions for the determination of tariff for generation, transmission, distribution and supply of electricity in their State. In order to promote further competition, Section 63 of the Electricity Act 2003 provides the State Commission to adopt such tariffs which have been determined through a transparent process of Competitive Bidding. Section 63 of the Electricity Act 2003 provides

"Notwithstanding anything contained in Section 62, the Appropriate Commission shall adopt the tariff if such tariff has been determined through transparent process of bidding in accordance with the guidelines issued by the Central Govt."

10) The National Tariff Policy, 2016 formulated by the Ministry of Power has given specific guidance on purchase of power generated from renewable energy sources. As per Section 6.4(2),

"States shall endeavor to procure power from renewable energy sources through competitive bidding to keep the tariff low, except from the waste to

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

energy plants. Procurement of power by Distribution Licensee from renewable energy sources, from Solar PV Power Projects above the notified capacity, shall be done through competitive bidding process, from the date to be notified by the Central Government. However, till such notification, any such procurement of power from renewable energy sources Projects, may be done under Section 62 of the Electricity Act, 2003."

11) Ministry of Power has published "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" dated 03.08.2017 **(Annexure A)**. However, Standard Bidding Documents are yet to be published by MoP, Government of India. Section 3.1.1 of the said Guidelines provide following conditions to be met by Procurer –

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

b) *Inform the Appropriate Commission about the initiation of the bidding process.*

c) *Seek approval of the Appropriate Commission for deviations, if any, in the draft RfS draft PPA, draft PSA (if applicable) from these Guidelines and/ or SBDs, in accordance with the process described in Clause 18 of these Guidelines.*

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

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

12) The Petitioner on behalf of the four Distribution Companies which are its subsidiaries has been conducting tendering process from time to time for procurement of grid connected power from Solar Projects through Competitive Bidding (followed by e-reverse auction).

13) Pending the issuance of Standard Bidding Documents by Central Government, GUVNL has prepared Bid Documents (RFS and PPA). The Bid Documents prepared by GUVNL provides detailed provisions that are consistent with the Guidelines along with deviations approved by Hon'ble Commission vide various orders including order dated 15.03.2018 in Petition No. 1706 / 2018 and 13.01.2020 in Petition No. 1848 / 2019. One particular deviation approved by Hon'ble Commission vide order dated 15.03.2018 from the Guidelines is with

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

respect to 'Change in Law' provisions of draft bid documents which is summarized in the subsequent paragraphs.

14) The Guidelines of Ministry of Power provide following clause relating to Change in Law;

> ***"Clause 5.7- Change in Law:***
>
> *Guidelines provide the following for Change in Law.*
>
> *"5.7.1 In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator then, in order to ensure that the Solar Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Generator/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.*
>
> *5.7.2. In these Guidelines, the term Change in Law shall refer to the occurrence of any of the following events after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Generator; or (v) any change in the rates of any Taxes which have a direct effect on the Project. However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends."*

15) The Hon'ble Commission vide Order dated 15.03.2018 in Petition No. 1706 of 2018 has approved deviations regarding 'Change in Law'. In the said Order, the following clause was approved in the context of 'Change in Law'.

> *"any Changes in Law that result in additional tax, duty, cess etc on generation of electricity (leviable on the final output in the form of energy) or sale of electricity shall only be allowed as pass through under Change In Law provisions".*

16) The above clause did not cover the implication of imposition of Safeguard Duty/Anti-Dumping Duty as pass through in tariff at a time when such imposition was under consideration of Government of India. The tender invited by Petitioner through RFS dated 08.02.2018 (Phase II) with the above clause resulted in to discovery of high tariff of Rs 2.98 – 3.09 / unit in the reverse auction conducted on 28.03.2018. The discovery of high price was primarily due to ambiguity regarding safeguard duty/anti-dumping duty. Thereafter, the above tender was scrapped and re-tendering was carried out by the Petitioner vide RFS dated 04.06.2018 under intimation to the Commission vide letter dated 28.05.2018 **(Annexure B)** in accordance with Clause 3.1.1 (c) of the MoP Guidelines dated 03.08.2017, wherein the revised clause for "Change in Law" was incorporated under intimation to the Hon'ble Commission and the revised bid documents were also forwarded to the Hon'ble Commission. The revised Change in Law therein was as under.

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"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline.

a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.

b) Introduction of safeguard duty and/or anti-dumping duty which has direct effect on the Project cost."

17) Hon'ble Commission accorded the approval to the tariff stated in the PPA signed with above mentioned 'Change in Law' clause while adopting tariff of Rs 2.44 / unit discovered in the above re-tendering process vide Order dated 19.06.2019 in Petition No. 1768/2018 by adopting the tariff. In the subsequent tenders, the Petitioner, GUVNL retained the provisions regarding safeguard duty / anti-dumping duty and included the custom duty in the ambit of 'Change in Law' clause in the bid documents along with other clarificatory changes pursuant to discussions during pre-bid meetings of subsequent tenders. The summary of Change in Law provisions in different tenders along with corresponding orders in which tariffs are approved is attached herewith as **Annexure C**.

18) It is pertinent to mention that recently in the reverse auction conducted by GUVNL on 16.03.2022 in the recently concluded bidding process vide RFS dated 03.01.2022 (Phase XIII) the tariff of Rs 2.29 / unit has been discovered for which GUVNL has separately approached Hon'ble Commission for adoption of tariff. The Change in Law provisions of this tender cover Goods & Services Tax under the ambit of Change in Law provisions of PPA. The relevant provisions of Change in Law in this tender are also included in Annexure C supra.

19) GUVNL is planning to issue a tender for procurement of 500 MW Non-Park Solar Project through Competitive Bidding process (Phase XIV) under MoP Guidelines dated 03.08.2017. In accordance with Clause 3.1.1 of aforesaid Guidelines, GUVNL hereby submits the advance intimation to Hon'ble Commission regarding initiation of bidding process. The draft bid documents i.e. RFS and PPA are attached herewith as **Annexure D (Colly)**. GUVNL would like to highlight that the following changes are proposed to be made in the draft bid documents of upcoming tenders while all other provisions of bid documents are consistent with the bid documents of earlier bidding process.

i. **Change in Law** –While approval of Hon'ble Commission for the recent tariffs of Rs 2.29 / unit discovered in the previous tender is pending, GUVNL desires to issue another non park based tender looking to the availability to cheaper rates prevailing in the market.

However, GUVNL has received representations from bidders that the GST on critical components of project such as inverters and balance of

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

systems should also be covered under Change in Law in addition to GST on PV modules as these items contribute significant portion of the project cost. In the earlier tender, the GST was covered under ambit of Change in Law provisions limited to GST on solar PV modules. Now, GUVNL has proposed to include the Goods and Services Tax having direct effect on project cost under the ambit of Change in Law provisions under Article 9 of the PPA for better participation in the tender. Accordingly, the revised Change in Law now proposed to be incorporated in the upcoming tenders is as under.

"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline.
a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.
b) Introduction / modification / changes in rates of Safeguard Duty and/or Anti-dumping Duty and/or Custom Duty and/or Goods & Services Tax including surcharge thereon which has direct effect on the Project cost."

ii. **Greenshoe Option** – In the reverse auction conducted by GUVNL on 16.03.2022 in the recently concluded bidding process vide RFS dated 03.01.2022 (Phase XIII))the tariff of Rs 2.29 / unit has been discovered for which GUVNL shall separately approach Hon'ble Commission for adoption of tariff. In the above reverse auction, out of 2270 MW capacity for which the reverse auction was conducted, the discovered tariff for 500 MW is Rs 2.29 / unit whereas the quoted tariff of unsuccessful bidders to the tune of 270 MW capacity was Rs 2.29 – 2.30 / unit but the same could not be allocated due to bucket size of 500 MW. There was no Greenshoe Option / discretion to allot additional capacity beyond 500 MW in the tender condition. Therefore, in the upcoming tender, GUVNL is contemplating a Greenshoe option of additional 500 MW in order to tie up cheaper capacity beyond bucket size at L1 tariff. The terms of allotment under Greenshoe option are stipulated at Clause 3.3.5 of the RFS. The MoP Guidelines are silent regarding Greenshoe option and therefore the addition of Greenshoe option in the tender may not be considered as a deviation from the Guidelines.

20) In view of above and in accordance with Clause 3.1.1 (c) of the Guidelines of MoP issued on 03.08.2017, the petitioner has filed present petition for approval of deviations from the said Guidelines of MoP.

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

21)PRAYER

The Petitioner most respectfully prays to the Hon'ble Commission;

a) To admit this Petition.

b) To approve the deviations from Guidelines dated 03.08.2017 as proposed by petitioner as per para 19 (i) and the proposal regarding Greenshoe option mentioned at para 19 (ii) in the present petition.

c) To allow Petitioner to issue a fresh tender with the proposed deviations as an interim measure during pendency of the petition and the aforesaid tender may be opened processed only after final decision of Hon'ble Commission in the matter and in accordance with the directives of Hon'ble Commission.

d) The Petitioner craves relief of the Hon'ble Commission to allow further submissions, prayers, additions and alterations to this Petition as may be necessary from time to time.

e) Pass any other Order as the Hon'ble Commission may deem fit and appropriate under the circumstances of the case, to avoid further delay and in the interest of justice.

30/3/22

Gujarat Urja Vikas Nigam Limited
PETITIONER

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

Date: 30/3/22
Place: Vadodara

DECLARATION

Declaration that subject matter of the Petition has not been raised by the Petitioner before any other competent forum and that no other competent forum is currently seized of the matter or has passed any order in relation thereto.

30/3/22

Gujarat Urja Vikas Nigam Limited
PETITIONER

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

Date: 30/3/22
Place: Vadodara

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR

Filing No:
Case No:

IN THE MATTER OF Miscellaneous Petition under Clause 3.1.1 (c) of Guidelines for Tariff Based Competitive Bidding Process notified by Ministry of Power under Section 63 of the Electricity Act on 03.08.2017 as amended from time to time for Procurement of Power from Grid Connected Solar PV Power Projects read with section 86 of the Act for approval of deviations from the said Guidelines.

PETITIONER

Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara - 390 007
Fax: 0265-2344543

Sr. No. 7880
Date: 30/03/2022

AFFIDAVIT

I, Parthik Joshi, son of Pankajkumar Joshi, aged about 34 years resident of Vadodara do hereby solemnly affirm and state as under:

1. I am the Deputy Chief Accounts Officer working in Gujarat Urja Vikas Nigam Limited and am well conversant with the facts of the case and able to swear to the present Affidavit.
2. I, on behalf of the Petitioner, Gujarat Urja Vikas Nigam Limited have gone through the contents of the accompanying Petition and say that the contents stated therein are based on the records of the Petitioner maintained in the normal course of business.

VERIFICATION:

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

Identified before me.

30/3/22

Gujarat Urja Vikas Nigam Limited
PETITIONER

Date: 30/3/22
Place: Vadodara

Solemnly Affirmed/Declared
Sworn Before me by P.P.Joshi

H. J. ZALA
NOTARY (Govt. of India)

My Commission Expires
on 04/07/2023

रजिस्ट्री सं० डी० एल०-33004/99

REGD. NO. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

असाधारण
EXTRAORDINARY
भाग I—खण्ड 1
PART I—Section 1
प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 196] नई दिल्ली, बृहस्पतिवार, अगस्त 3, 2017/श्रावण 12, 1939
No. 196] NEW DELHI, THURSDAY, AUGUST 3, 2017/ SRAVANA 12, 1939

विद्युत मंत्रालय

संकल्प

नई दिल्ली, 3 अगस्त, 2017

ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के ज़रिए बिजली की खरीद के लिए दिशा-निर्देश

संख्या 23/27/2017-R&R.— 1.प्रस्तावना

1.1. पृष्ठभूमि

1.1.1. भारत में विद्युत उद्योग में प्रतिस्पर्धा को प्रोत्साहित करना विद्युत अधिनियम, 2003, ('अधिनियम') के महत्वपूर्ण लक्ष्यों में से एक है। वितरण लाइसेंसियों के लिए बिजली की खरीद लागत सबसे बड़ा लागत घटक है। वितरण लाइसेंसियों द्वारा बिजली की प्रतिस्पर्धात्मक खरीद से विद्युत की खरीद की समग्र लागत में कमी आने की संभावना है और इससे विद्युत बाजारों के विकास में मदद मिलेगी। अंतर्राष्ट्रीय स्तर पर, बिजली के थोक बाज़ारों में प्रतिस्पर्धा से विद्युत के दामों में कमी आयी है और उपभोक्ताओं को महत्वपूर्ण लाभ पहुंचा है।

1.1.2. अधिनियम की धारा 61 और 62 एक समुचित आयोग द्वारा शुल्क नियमन और उत्पादन, पारेषण, संचालन शुल्क और बिजली की खुदरा बिक्री के निर्धारण की व्यवस्था करती है। विद्युत अधिनियम 2003 की धारा 178(2) के साथ पठित धारा 61 के परन्तुक के अनुसार नवीकरणीय ऊर्जा स्रोतों से टैरिफ निर्धारण के लिए नियम एवं शर्तें तय करने के लिए केन्द्रीय विद्युत नियामक आयोग (सीईआरसी) द्वारा विनियम, 2012 बनाए गए। इसके अतिरिक्त धारा 63 में कहा गया है कि—

"धारा 62 में किसी बात के होते हुए भी, समुचित आयोग शुल्क को मंजूरी दे सकता है, बशर्ते शुल्क का निर्धारण केन्द्र सरकार द्वारा जारी दिशा-निर्देशों के अनुसार पारदर्शी बोली प्रक्रिया के ज़रिए किया गया हो।"

1.1.3 विद्युत अधिनियम की धारा 10 में प्रावधान है कि उत्पादक कंपनी अधिनियम और इसके अंतर्गत बनाए गए नियमों और विनियमों के अनुसार किसी लाइसेंसी को विद्युत आपूर्ति कर सकती है और धारा 42 की उपधारा (2) के अंतर्गत बनाए गए नियमों के अधीन, किसी उपभोक्ता को विद्युत आपूर्ति कर सकती है।

1.1.4 विद्युत मंत्रालय द्वारा तैयार की गई राष्ट्रीय शुल्क नीति, 2016 में नवीकरणीय ऊर्जा स्रोतों से उत्पादित विद्युत की खरीद के बारे में विशेष दिशा-निर्देश दिए गए हैं। इस नीति की धारा 6.4(2) के अनुसार, "राज्य शुल्क कम रखने के लिए, कचरे से ऊर्जा बनाने वाले संयंत्रों को छोड़ कर, नवीकरणीय ऊर्जा स्रोतों से प्रतिस्पर्धात्मक बोली के जरिए बिजली खरीदने का प्रयास करेंगे। वितरण लाइसेंसी द्वारा नवीकरणीय ऊर्जा स्रोतों, अधिसूचित क्षमता से अधिक सोलर पीवी पॉवर परियोजनाओं से बिजली की खरीद, केंद्र सरकार द्वारा अधिसूचित तारीख से प्रतिस्पर्धात्मक बोली प्रक्रिया के जरिए की जाएगी। परंतु, ऐसी अधिसूचना जारी होने तक, नवीकरणीय ऊर्जा स्रोत परियोजनाओं से विद्युत की ऐसी कोई खरीद, विद्युत अधिनियम, 2003 की धारा 62 के अंतर्गत की जा सकती है।"

1.2 **लक्ष्य**

1.2.1 इन दिशा-निर्देशों के विशेष लक्ष्य नीचे दिए गए है:

क) वितरण लाइसेंसियों द्वारा सोलर पीवी पावर संयंत्रों से विद्युत की प्रतिस्पर्धात्मक खरीद को बढ़ावा देना ताकि उपभोक्ताओं के हितों की रक्षा की जा सके;

ख) खरीद प्रक्रियाओं में पारदर्शिता और निष्पक्षता में सहायता पहुंचाना और दीर्घावधि की अंतर-राज्य/राज्यांतरिक विद्युत खरीद-फरोख्त के लिए एक एग्रीगेटर/ट्रेडर के रूप में मध्यस्थ खरीदार के लिए एक फ्रेमवर्क प्रदान करना;

ग) प्रक्रियाओं में मानकीकरण और समानता लाना और विभिन्न हितभागियों के बीच एक जोखिम-साझा करने वाला फ्रेमवर्क कायम करना, जो सोलर पीवी पॉवर विद्युत खरीद में शामिल हो, और इस तरह निवेश को प्रोत्साहित करना, परियोजनाओं के लिए बैंक सहायता में बढ़ोतरी करना और निवेशकों के लिए लाभप्रदता कायम करना।

2. **दिशा-निर्देशों का क्षेत्र**

2.1 **दिशा-निर्देशों की प्रयोज्यता**

2.1.1 ये दिशा-निर्देश विद्युत अधिनियम, 2003 की धारा 63 के प्रावधानों के अंतर्गत 'खरीदारों' द्वारा 5 **मेगावाट और उससे अधिक आकार की** ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं (**'परियोजनाओं'**) से प्रतिस्पर्धात्मक बोली के जरिए विद्युत की दीर्घावधि खरीद के लिए जारी किए जा रहे हैं।

स्पष्टीकरण

क) **'खरीदार'** : 'खरीदार' शब्द का अर्थ संदर्भ के अनुसार, वितरण लाइसेंसी या अधिकृत प्रतिनिधि, या कोई मध्यस्थ खरीदार है।

ख) **'खरीदार का अधिकृत प्रतिनिधि'** : इन दिशा निर्देशों के अनुसार, ऐसे मामलों में, जहां विद्युत खरीद समझौता हस्ताक्षर करने वाली एजेंसी और निविदा/बोली प्रक्रिया संचालित करने वाली एजेंसी अलग-अलग हों, निविदा/बोली प्रक्रिया को संचालित करने वाली एजेंसी 'खरीदार' की अधिकृत प्रतिनिधि समझी जाएगी और बोली चरण के दौरान खरीदार पर लागू होने वाले सभी दायित्व पूरे करने के लिए जिम्मेदार होगी।

ग) **'मध्यस्थ खरीदार'** और **'अंतिम खरीदार'** :

i) कुछ मामलों में विभिन्न सौर विद्युत उत्पादकों से खरीदी गई सौर विद्युत को एकत्रित करने और उसे वितरण लाइसेंसी को बेचने, अथवा क्रेडिट प्रोफाइल बढ़ाने के लिए वितरण लाइसेंसी और उत्पादक (**'सौर विद्युत उत्पादक'**) के बीच, एक मध्यस्थ, की आवश्यकता हो सकती है। इन दिशा-निर्देशों के प्रयोजन के लिए, ऐसे मामलों में, "खरीदार" एक व्यापारी होगा, जो सौर विद्युत उत्पादकों से बिजली खरीदेगा और उसे एक या अधिक वितरण लाइसेंसियों को बेचेगा, ऐसे में बिजली खरीदने वाले वितरण लाइसेंसी "अंतिम खरीदार" होंगे और व्यापारी "मध्यस्थ खरीदार" कहलाएगा।

ii) मध्यस्थ खरीदार सौर विद्युत उत्पादक के साथ पीपीए पर हस्ताक्षर करेगा और साथ ही अंतिम खरीदार के साथ भी विद्युत विक्री समझौते (पीएसए) पर हस्ताक्षर करेगा। पीएसए में पीपीए के सम्बद्ध प्रावधान एक के बाद एक शामिल होंगे। अंतिम खरीदार द्वारा मध्यस्थ खरीदार को समुचित आयोग द्वारा अधिसूचित (अथवा ऐसी अधिसूचना के अभाव में मध्यस्थ खरीदार और अंतिम खरीदार द्वारा आपसी सहमति से तय की गई) दर से व्यापारिक लाभ प्रदान किया जाएगा।

iii) ऐसे मामलों में मध्यस्थ खरीदार जहां तक सौर विद्युत की खरीद के लिए इन दिशा निर्देशों का अनुपालन करेगा, उस सीमा तक यह समझा जाएगा कि सौर विद्युत की खरीद के लिए अंतिम खरीदार द्वारा इन नियमों का अनुपालन किया जा रहा है।

2.1.2 इन दिशा निर्देशों में जब तक स्पष्ट रूप से निर्दिष्ट न हो, इन दिशा निर्देशों के प्रावधान खरीदार/मध्यस्थ खरीदार/अंतिम खरीदार और खरीदार के अधिकृत प्रतिनिधि पर लागू होंगे। इन दिशा निर्देशों से किसी प्रस्तावित विचलन के मामले में अपनाई जाने वाली प्रक्रिया इन दिशा निर्देशों के खंड 18 में निर्दिष्ट की गई है।

2.2 समुचित आयोग

2.2.1 अधिनियम के प्रावधानों के अधीनः

क) एकल वितरण लाइसेंसी खरीदार होने के मामले में, इन दिशा निर्देशों के प्रयोजन के लिए, समुचित आयोग, उस राज्य का राज्य विद्युत नियामक आयोग होगा, जहां वितरण लाइसेंस स्थित है।

ख) संयुक्त खरीदार के मामले में जहां, वितरण लाइसेंसी एक राज्य से अधिक राज्यों में स्थित हो, इन बोली दिशा निर्देशों के प्रयोजन के लिए समुचित आयोग, केंद्रीय विद्युत नियामक आयोग होगा।

ग) केंद्रीय उत्पादक स्टेशनों से बिजली की बिक्री संबंधी मामलों के लिए, समुचित आयोग केंद्रीय विद्युत नियामक आयोग होगा।

3. बोली आमंत्रित करने की तैयारी और परियोजना की तैयारी

3.1 खरीदार द्वारा पूरी की जाने वाली शर्तें

खरीदार निम्नांकित शर्तें पूरी करेगाः

3.1.1 बोली दस्तावेज तैयार करनाः

क) नीचे खंड (ग) में निर्दिष्ट के सिवाए इन दिशा निर्देशों और केंद्र सरकार द्वारा अधिसूचित मानक बोली दस्तावेज (एसबीडीज़) के अनुसार बोली दस्तावेज (जिनमें माडल रिक्वेस्ट फार सिलेक्शन (आरएफएस) दस्तावेज, आदर्श विद्युत खरीद समझौता और आदर्श विद्युत बिक्री समझौता शामिल होगा) तैयार करेगा।

ख) बोली प्रक्रिया आमंत्रित करने के बारे में समुचित आयोग को सूचित करेगा।

ग) इन दिशा निर्देशों के खंड 18 में वर्णित प्रक्रिया के अनुसार आरएफएस के मसौदे, पीपीए के मसौदे, पीएसए के मसौदे में इन दिशा निर्देशों और/या एसबीडीज़ से कोई विचलन होने की स्थिति में समुचित आयोग से उसका अनुमोदन लेगा।

i) परंतु, केंद्र सरकार द्वारा मानक बोली दस्तावेज (एसबीडीज़) अधिसूचित किए जाने के समय तक, स्पष्टता के प्रयोजन के लिए, यदि खरीदार आरएफएस मसौदा, पीपीए मसौदा, पीएसए मसौदा और अन्य परियोजना प्रबंधों की तैयारी करते समय ऐसे व्यापक प्रावधान करता है, जो दिशा निर्देशों के अनुकूल हों, तो ऐसी व्यवस्थाओं को इन दिशा निर्देशों का विचलन नहीं समझा जाएगा, भले ही ऐसे ब्यौरे इन दिशा निर्देशों में प्रदान न किए गए हों।

ii) इसके अतिरिक्त, जारी बोली प्रक्रिया के मामले में, यदि इन दिशा निर्देशों और/या एसबीडीज़ की अधिसूचना से पहले ही बोलीदाताओं ने बोलियां जमा करा दी हों, तो इन दिशा निर्देशों और/या एसबीडीज़ और प्रस्तावित आरएफएस, पीपीए, पीएसए (यदि लागू हो) में कोई विचलन होने की स्थिति में, आरएफएस, पीपीए और पीएसए के प्रस्ताव लागू होंगे।

घ) निम्नांकित मंजूरियां प्राप्त करेगा, जो भी प्रासंगिक होः

i) मसौदा पीपीए, मसौदा पीएसए और अन्य परियोजना अनुबंधों के अनुरूप, खरीदार द्वारा निर्दिष्ट किए जाने वाले स्थान पर लगाई जाने वाली परियोजनाओं से खरीद के मामले में, मसौदा भूमि लीज़ या अन्य भूमि संबंधी समझौतों के सम्बद्ध प्राधिकारियों से मंजूरी प्राप्त करना।

ii) प्रस्तावित खरीद विषयक मसौदा आरएफएस, पीपीए और पीएसए के बारे में अंतिम खरीदार से मंजूरी लेना।

iii) खरीदार द्वारा निर्दिष्ट सोलर पार्कों में स्थित परियोजनाओं से खरीद के मामले में सोलर पार्क (**'सोलर विद्युत पार्क विकासक' (एसपीपीडी)**) विकसित करने वाली एजेंसी से मसौदा पीपीए और मसौदा पीएसए के अनुरूप, कार्यान्वयन समझौते के मसौदे के लिए मंजूरी लेना।

3.1.2 **मंजूरियों सहित स्थल संबंधी परियोजना तैयारी गतिविधियां**

खरीदी जा रही विद्युत की समय पर आपूर्ति प्रारंभ करना सुनिश्चित करने के लिए और बोलीदाताओं को खरीदार की अटूट इच्छा से आश्वस्त कराने के लिए, यह जरूरी है कि इन दिशा निर्देशों के खंड 3.2.1 और खंड 3.2.2 में वर्णित विभिन्न परियोजना तैयारी विषयक गतिविधियां समय पर पूरी की जाएं।

3.2 **स्थल संबंधी प्रबंध**

खरीददारों द्वारा जारी किए जाने वाले बोली दस्तावेज में निर्दिष्ट अनुसार, खरीदार द्वारा परियोजना या तो परियोजना स्थल पर स्थापित की जा सकती है, अथवा सौर विद्युत उत्पादक द्वारा चुने हुए स्थान पर परियोजना लगाई जा सकती है।

3.2.1 **खरीदार द्वारा निर्दिष्ट परियोजना स्थलः** खरीदार किसी निर्दिष्ट स्थान पर परियोजना लगाने का चयन कर सकता है और उसे खरीदार द्वारा बोली दस्तावेज में निर्दिष्ट किया जा सकता है। ऐसे मामलों में विद्युत आपूर्ति समय पर प्रारंभ होना सुनिश्चित करने के लिए, खरीदार यह सुनिश्चित करेगा कि नीचे वर्णित अनुसार विभिन्न परियोजना तैयारी गतिविधियां आरएफएस जारी होने से पहले खरीदार द्वारा प्रारंभ कर दी गई हैं। ये गतिविधियां पीपीए पर हस्ताक्षर होने से पहले पूरी की जाएंगी।

क) **भूमिः** 100 प्रतिशत (शत प्रतिशत) भूमि की पहचान और बोली शुरू होने के समय न्यूनतम 25 प्रतिशत (पच्चीस प्रतिशत) भूमि की उपलब्धता सैद्धांतिक रूप में दर्शाने के लिए दस्तावेज/समझौतों का प्रावधान और पीपीए पर हस्ताक्षर होने के एक महीने के भीतर 90 प्रतिशत (नब्बे प्रतिशत) भूमि का कब्जा और शेष 10 प्रतिशत (दस प्रतिशत) भूमि इसके 2 (दो) माह के भीतर प्राप्त करना।

ख) परियोजना के लिए अनापत्ति प्रमाणपत्र (एनओसी)/पर्यावरणीय मंजूरी (यदि लागू हो), प्राप्त करना।

ग) परियोजना के लिए भूमि हेतु वन संबंधी मंजूरी (यदि लागू हो) प्राप्त करना।

घ) परियोजना के लिए अपेक्षित जल के लिए सम्बद्ध प्राधिकरण की मंजूरी (यदि लागू हो) लेना।

ङ) एसटीयू/सीटीयू से पत्र प्राप्त करना, जिसमें एसटीयू/सीटीयू सब-स्टेशन के साथ कनेक्टिविटी की तकनीकी व्यवहार्यता की पुष्टि की गई हो, परंतु यह पत्र उन मामलों में आवश्यक नहीं है जहां सम्बद्ध एसटीयू/सीटीयू ने कनेक्टिविटी की व्यवहार्यता के लिए सब-स्टेशन वार क्षमताएं अधिसूचित कर दी हों।

3.2.2 **किसी सोलर पार्क में खरीदार द्वारा निर्दिष्ट परियोजनाः** खरीदार समुचित ढांचायुक्त और सुविधाओं तक पहुंच वाले संकेंद्रित जोन (**'सोलर पार्क'**) का चयन परियोजना लगाने के लिए कर सकता है और खरीदार द्वारा उसे बोली दस्तावेज में निर्दिष्ट किया जा सकता है। सोलर पार्क एमएनआरई द्वारा जारी, समय समय पर यथासंशोधित "सोलर पार्कों के विकास के लिए दिशा निर्देश" के अनुसार विकसित किया जाएगा। इसके बावजूद, विद्युत आपूर्ति की शुरुआत समय पर सुनिश्चित करने के लिए खरीदार सुनिश्चित करेगा कि ऊपर वर्णित खंड 3.2.1 (क) से (ङ) तक परियोजना तैयारी गतिविधियां शुरू कर दी गई हैं और उन्हें सम्बद्ध एसपीपीडी द्वारा उसमें वर्णित समय सीमा के अनुसार पूरा कर लिया गया है। उपरोक्त के अतिरिक्त सोलर पॉवर पार्क विकासक के दायित्वों में एमएनआरई द्वारा विकसित "सोलर पार्कों के विकास के लिए दिशा-निर्देशों" का अनुपालन और सहायता समझौते का कार्यान्वयन भी शामिल है, जो सोलर पॉवर पार्क विकासक और सोलर पॉवर जेनेरेटर के बीच सम्बंध को परिभाषित करता है।

3.2.3 **सोलर विद्युत उत्पादकों द्वारा चुना गया परियोजना स्थलः** यदि खरीदार कोई स्थान निर्दिष्ट नहीं करता है, अथवा सोलर पार्क में कोई स्थान तय नहीं करता है, और परियोजना स्थल का चयन सौर विद्युत उत्पादक द्वारा किया जाता है, तो उसे समय पर पूरा किया जाना और विद्युत आपूर्ति प्रारंभ करना सुनिश्चित करने के लिए, बोलीदाता नीचे दिए गए मामलों के संदर्भ में दस्तावेज जमा कराएगा ताकि बोली दस्तावेज में निर्दिष्ट कार्यक्रम के अनुसार परियोजना पूरी की जा सके:

क) **भूमि अधिग्रहणः** बोली जमा कराए जाने के समय 100 प्रतिशत (शत प्रतिशत) भूमि की पहचान और 7 (सात) महीने के भीतर पीपीए पर हस्ताक्षर, सौर विद्युत उत्पादक अथवा उससे सम्बद्ध पक्ष के नाम में अपेक्षित भूमि का कब्जा/100 प्रतिशत

(शत प्रतिशत) इस्तेमाल का अधिकार स्थापित करने के लिए दस्तावेज जमा कराना/लीज अनुबंध करना। यदि भूमि सम्बद्ध पक्ष के नाम पर हो, तो उत्पादन प्रारंभ होने की निर्धारित तारीख (एससीडी) से पहले भूमि को सौर ऊर्जा उत्पादक के नाम स्थानांतरित किया जाना चाहिए। जहां प्राइवेट भूमि के लीज का मामला हो, तो सौर विद्युत उत्पादक के डीफाल्ट के मामले में, लीज के अंतर्गत भी भूमि ऋणदाता या खरीदार को हस्तांतरित की जानी चाहिए।

ख) परियोजना के लिए अनापत्ति प्रमाणपत्र (एनओसी)/पर्यावरणीय मंजूरी (यदि लागू हो), प्राप्त करना।

ग) परियोजना के लिए भूमि हेतु वन संबंधी मंजूरी (यदि लागू हो) प्राप्त करना।

घ) परियोजना के लिए अपेक्षित जल के लिए सम्बद्ध प्राधिकरण की मंजूरी (यदि लागू हो) लेना।

ङ) राज्य ट्रांसमिशन संस्था (एसटीयू)/केंद्रीय ट्रांसमिशन संस्था (सीटीयू) (अथवा सोलर पावर पार्क विकासक से, यदि चुना हुआ स्थान कोई सोलर पार्क हो) से पत्र प्राप्त करना, जिसमें एसटीयू/सीटीयू सब-स्टेशन के साथ कनेक्टिविटी की तकनीकी व्यवहार्यता की पुष्टि की गई हो। यदि परियोजना स्थल खरीदार/अंतिम खरीदार से सम्बद्ध राज्य में स्थित हो, तो राज्य सरकार संयंत्र की कनेक्टिविटी एसटीयू/सीटीयू सब-स्टेशन के साथ कायम करने में आवश्यक मदद करेगी।

4. बोली संरचना

4.1 **बोली पैकेज:** आकार की किफायत की दृष्टि से बोलियां एक पैकेज के रूप में तैयार की जाएंगी। पैकेज का न्यूनतम आकार 50 मे.वा. का होगा।

इसके बावजूद, भूमि की उपलब्धता और ट्रांसमिशन सुविधा पर समुचित विचार करते हुए, पूर्वोत्तर राज्यों, विशेष श्रेणी राज्यों और सोलर पार्कों से बाहर की परियोजनाओं के मामले में छोटे बोली पैकेज भी रखे जा सकते हैं। बोलीदाता को समूचे पैकेज के लिए बोली उद्धृत करनी होगी। खरीदार अधिकतम क्षमता निर्दिष्ट करने का भी चयन कर सकता है, जो आकार की किफायत, भूमि उपलब्धता, संभावित प्रतिस्पर्धा और बाजार के विकास की आवश्यकता जैसे घटकों को ध्यान में रखते हुए सम्बद्ध पक्ष[1] सहित एकल बोली दाता को आवंटित की जा सकती है।

4.2 **विद्युत/ऊर्जा के संदर्भ में बोलियां :** खरीदार (क) विद्युत क्षमता (मेगावाट) अथवा (ख) ऊर्जा मात्रा (केडब्ल्यूएच या मिलियन यूनिटों अर्थात् एमयू) के संदर्भ में भी बोलियां आमंत्रित करने का चयन कर सकता है।

4.3 **बोली मानदंड:** विद्युत की खरीद के लिए खरीदार 'बोली मानदंड के रूप में शुल्क' अथवा 'बोली मानदंड के रूप में व्यवहार्यता अंतराल वित्त पोषण' (वीजीएफ) का चयन कर सकता है।

4.3.1 **बोली मानदंड के रूप में शुल्क:** इस मामले में बोली मानदंड बोलीदाता द्वारा उद्धृत शुल्क को बनाया जाएगा। खरीदार निम्नांकित में से किसी एक तरीके को शुल्क आधारित बोली के लिए चुन सकता है: (क) 25 (पच्चीस) वर्ष या उससे अधिक अवधि के लिए रुपये/केडब्ल्यूएच में नियत शुल्क अथवा (ख) नियत रुपये/केडब्ल्यूएच में वार्षिक बढ़ोतरी की पूर्व निर्धारित मात्रा के साथ और तय वर्षों की संख्या जिनमें नियत वृद्धि प्रदान की जाएगी के आधार पर रुपये/केडब्ल्यूएच में बढ़ते शुल्क का चयन। खरीदार निर्दिष्ट करेगा कि बोलीदाता द्वारा उद्धृत शुल्क समुचित आयोग द्वारा अधिसूचित ग्रिड-कनेक्टिड सोलर पीवी पावर प्लांटों के लिए निर्धारित शुल्क से अधिक नहीं हो सकता। बशर्ते आयोग ने उस वित्त वर्ष के लिए ऐसा शुल्क निर्धारित किया हो, जिसके दौरान बोलियां आमंत्रित की गईं। खरीदार आरएफएस में सौर विद्युत उत्पादकों के लिए उपलब्ध उत्पादन आधारित प्रोत्साहन (जीबीआई) अथवा ऐसे अन्य प्रोत्साहनों को उजागर कर सकता है।

4.3.2 **बोली मानदंड के रूप में वीजीएफ:** इसके अंतर्गत एक ऐसी व्यवस्था शामिल है, जिसमें सौर विद्युत उत्पादक को वित्तीय सहायता के साथ एक पूर्व निर्धारित शुल्क प्रस्तावित किया जाता है, ताकि सौर विद्युत उत्पादक शुल्क की उस दर पर विद्युत आपूर्ति कर सके। वीजीएफ आधारित बोली के लिए, खरीदार आरएफएस जारी करने से पहले निम्नांकित बातें निर्दिष्ट करेगा: (क) पीपीए की अवधि के लिए चुने हुए सौर विद्युत उत्पादकों देय पूर्व निर्धारित शुल्क और सौर विद्युत उत्पादक(कों) के लिए

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[1] कम्पनी के संबंध में सम्बद्ध पक्ष का अर्थ है, ऐसा व्यक्ति, जो उस कम्पनी को नियंत्रित करता हो, उसके द्वारा नियंत्रित हो, अथवा उसके संयुक्त नियंत्रण में हो। यहां 'नियंत्रण' का अर्थ है, ऐसी कम्पनी के 50 प्रतिशत से अधिक वोटिंग शेयर प्रत्यक्ष या परोक्ष 'स्वामित्व' रूप से धारण करना अथवा बहुसंख्यक निदेशकों की नियुक्ति का अधिकार रखना।

व्यवहार्यता अंतराल वित्त पोषण (वीजीएफ) की अधिकतम राशि। बोलीदाताओं को उनके द्वारा अपेक्षित वीजीएफ सहायता उद्धृत करते हुए अपनी बोलियां जमा करानी होंगी। जो बोलीदाता वीजीएफ सहायता प्राप्त करने के इच्छुक न हों, वे डिस्काउंट युक्त टैरिफ, यानी खरीदार द्वारा प्रस्तावित पूर्व-निर्धारित शुल्क से कम शुल्क, उद्धृत कर सकते हैं। खरीदार को आरएफएस और परियोजना अनुबंधों में एक उपयुक्त वीजीएफ सुरक्षा व्यवस्था निर्दिष्ट करनी होगी, ताकि परियोजना विकसित न होने और/या समझौते के अनुसार परियोजना संचालित न हो पाने की स्थिति में ऋणदाता की अपेक्षाओं के संदर्भ में बाजार पद्धतियों के साथ संतुलन कायम करते हुए वीजीएफ संवितरित करने वाली एजेंसी द्वारा वीजीएफ राशि की वसूली हेतु एक फ्रेमवर्क प्रदान किया जा सके।

5. **विद्युत खरीद समझौता**

सफल बोलीदाता के साथ हस्ताक्षर किए जाने के लिए प्रस्तावित पीपीए का मसौदा और पीएसए का मसौदा (यदि लागू हो) आरएफएस के साथ जारी किया जाएगा। पीपीए के हिस्से के रूप में शामिल किए जाने वाले मानक प्रावधानों में अन्य बातों के अलावा निम्नांकित शामिल हैं, जिनके लिए, अन्यथा निर्दिष्ट न होने की स्थिति में, पीएसए में एक के बाद एक प्रावधान किया जाएगा:

5.1 **पीपीए अवधि:** पीपीए की अवधि शुल्क को प्रभावित करती है, चूंकि इससे उस अवधि का निर्धारण होता है, जिसमें निवेशक/एसपीडी की निवेश राशि उसे वापस मिलती है। ऐसे में कम शुल्क के लिए लम्बी अवधि के पीपीए को वरीयता दी जाती है। इस प्रकार पीपीए अवधि उत्पादन की निर्धारित तारीख (एससीडी) से 25 (पच्चीस) वर्ष से अधिक नहीं होनी चाहिए। पीपीए अवधि समाप्त होने के बाद सौर विद्युत उत्पादक अपने संयंत्र संचालित करने के लिए मुक्त हो जाते हैं, बशर्ते भूमि आदि ढांचे का स्वामित्व रखने वाली एजेंसियों, सम्बद्ध ट्रांसमिशन संस्थाओं और सिस्टम आपरेटरों के साथ तत्संबंधी समझौता हो। यहां यह स्पष्ट किया जाता है कि खरीदार द्वारा परियोजना स्थल सोलर पार्क में अथवा अन्यत्र निर्दिष्ट किए जाने की स्थिति में खंड 3.2.1 और 3.2.2 के अनुसार खरीदार का भूमि की व्यवस्था करने का दायित्व पीपीए की अवधि तक सीमित रहता है।

5.2 **खरीदी जाने वाली विद्युत/ऊर्जा की मात्रा:** विद्युत की खरीद विद्युत (मेगावाट) के संदर्भ में अथवा ऊर्जा के संदर्भ में (केडब्ल्यूएच या मिलियन यूनिट अर्थात् एमयू), निर्धारित की जा सकती है।

5.2.1 **विद्युत के संदर्भ में खरीद (मेगावाट) :**

क) यदि खरीद विद्युत (मेगावाट) के संदर्भ में की जाती है, तो क्षमता उपयोग घटक (सीयूएफ) की श्रेणी का उल्लेख बोली दस्तावेज में करना होगा। सीयूएफ की गणना वार्षिक आधार पर होगी। यदि परियोजना से न्यूनतम सीयूएफ के समनुरूप से कम ऊर्जा उत्पादित और सप्लाई की जाती है, तो सौर विद्युत उत्पादक अनुबंधित सीयूएफ स्तर से कम विद्युत उपलब्धता के कारण खरीदार को जुर्माना अदा करेगा। ऐसे जुर्माने की राशि पीपीए की शर्तों के अनुसार तय होगी, जो यह सुनिश्चित करेगा कि पीपीए के अंतर्गत कम उत्पादन और कम विद्युत आपूर्ति के संदर्भ में खरीदार को समस्त लागत समायोजित हो सकें। परंतु, ऊर्जा के संदर्भ में पीपीए के शुल्क पर परिगणित इस कमी की न्यूनतम 25 प्रतिशत (पच्चीस प्रतिशत) लागत समायोजित की जाएगी।

ख) यदि उपलब्धता अधिकतम निर्दिष्ट सीयूएफ से अधिक होगी, तो सौर विद्युत उत्पादक उसे किसी अन्य संस्था को बेचने के लिए स्वतंत्र होगा, परंतु, खरीद से मना करने का प्रथम अधिकार खरीदारों को होगा। यदि खरीदार अधिशेष उत्पादन को खरीदते हैं, तो वे उसे पीपीए शुल्क के 75 प्रतिशत (पचहत्तर प्रतिशत) पर खरीदेंगे और इस आशय का प्रावधान आरएफएस दस्तावेज में स्पष्ट रूप से किया जाएगा।

5.2.2 **ऊर्जा के संदर्भ में खरीद:** ऊर्जा (केडब्ल्यूएच या मिलियन यूनिट अर्थात् एमयू) में खरीद के मामले में, और विद्युत (मेगावाट) के मामले में नहीं, संयंत्र की अनुमत क्षमता का उल्लेख मेगावाट (एसी) के संदर्भ में खरीदार द्वारा आरएफएस में स्पष्ट रूप से किया जाएगा। खरीदार एक न्यूनतम आपूर्ति दायित्व सहित अनुबंधित ऊर्जा मात्रा (सीईक्यू) भी निर्दिष्ट करेगा, जिससे कम आपूर्ति होने पर विकासक को खरीदार को क्षतिपूर्ति करनी होगी और एक गारंटीकृत ऊर्जा समायोजन का भी उल्लेख उसमें होगा, जिसके तहत खरीदार विकासक द्वारा उत्पादित और आपूर्ति की गई समस्त ऊर्जा खरीदने के लिए बाध्य होगा। अधिशेष उत्पादन होने की स्थिति में उसका निपटारा खंड 5.2.1 (ख) में वर्णित अनुसार किया जाएगा।

5.2.3 **पुनर्विद्युतः** सौर ऊर्जा उत्पादक पीपीए अवधि के दौरान समय समय पर अपने संयंत्रों को पुनर्विद्युत प्रदान करने के लिए स्वतंत्र होंगे। परंतु, खरीदार का दायित्व केवल पीपीए में निर्दिष्ट सीयूएफ (अथवा सीईक्यू, जो भी प्रासंगिक हो) की रेंज तक विद्युत खरीदने का होगा। अधिशेष उत्पादन होने की स्थिति में उसका निपटारा इन दिशा निर्देशों के खंड 5.2.1 (ख) में वर्णित अनुसार किया जाएगा।

5.3 **भुगतान सुरक्षाः** खरीदार नीचे निर्दिष्ट अनुसार भुगतान सुरक्षा के समुचित उपाय करेगा।

5.3.1 **परिदृश्य एकः सौर विद्युत उत्पादक से खरीदार द्वारा सीधे खरीदः खरीदार सौर विद्युत उत्पादक को निम्नांकित के जरिए भुगतान सुरक्षा प्रदान करेगाः**

क) विचारणीय परियोजना से कम से कम एक महीने की औसत बिलिंग राशि के लिए **रिवाल्विंग लेटर आफ क्रेडिट (एलसी)** की व्यवस्था होगी, और

ख) **भुगतान सुरक्षा निधि**, जो ऐसी निधि से सम्बद्ध सभी परियोजनाओं की कम से कम तीन महीने के बिलों के भुगतान के लिए उपयुक्त सहायता राशि होगी।

ग) उपरोक्त (क) और (ख) के अतिरिक्त, खरीदार राज्य सरकार की गारंटी प्रदान करने का विकल्प भी चुन सकता है, जो कानूनी रूप में प्रवर्तनीय होगी और सौर विद्युत विकासक के लिए ऊर्जा प्रभार के भुगतान और टर्मिनेशन मुआवजा, यदि कोई हो, दोनों के संदर्भ में पर्याप्त सुरक्षा सुनिश्चित करेगी।

5.3.2 **परिदृश्य 2: मध्यस्थ-खरीदार सौर विद्युत उत्पादकों से बिजली खरीदता है और उसे अंतिम खरीदार को बेचता है।**

क) **मध्यस्थ खरीदार द्वारा सौर विद्युत उत्पादक को दी जाने वाली भुगतान सुरक्षा:**

मध्यस्थ खरीदार सौर विद्युत उत्पादक को निम्नांकित के जरिए भुगतान सुरक्षा प्रदान करेगा:

i. विचारणीय परियोजना से कम से कम एक महीने की औसत बिलिंग राशि के लिए **रिवाल्विंग लेटर आफ क्रेडिट (एलसी)** की व्यवस्था होगी,
और;

ii. और; **भुगतान सुरक्षा निधि**, जो ऐसी निधि से सम्बद्ध सभी परियोजनाओं की कम से कम तीन महीने के विलों के भुगतान के लिए उपयुक्त सहायता राशि होगी।

ख) **अंतिम खरीदार द्वारा मध्यस्थ खरीदार को भुगतान सुरक्षा:**

अंतिम खरीदार मध्यस्थ खरीदार को निम्नांकित के ज़रिए भुगतान सुरक्षा प्रदान करेगा:

i. विचारणीय परियोजना से कम से कम एक महीने की औसत बिलिंग राशि के लिए **रिवाल्विंग लेटर आफ क्रेडिट (एलसी)** की व्यवस्था होगी;

और,

ii. **राज्य सरकार की गारंटी**, जो कानूनी रूप में प्रवर्तनीय होगी, जिससे ऊर्जा शुल्क भुगतान और टर्मिनेशन क्षतिपूर्ति, यदि कोई हो, दोनों के संदर्भ में पर्याप्त सुरक्षा मिलेगी। [इस खंड के प्रयोजन के लिए, भारतीय रिजर्व बैंक, केन्द्र सरकार और राज्य सरकार के बीच हस्ताक्षरित तृतीय पक्ष समझौता राज्य सरकार की गारंटी के रूप में काम करेगा, जो ऊर्जा प्रभार के भुगतान के लिए सुरक्षा प्रदान करेगा]. मध्यस्थ खरीदार यह सुनिश्चित करेगा कि यह गारंटी लागू होने पर, वह उसे तत्काल सौर विद्युत उत्पादक को हस्तांतरित करेगा, ताकि पीपीए के संदर्भ में सौर विद्युत उत्पादक के देय भुगतान को कवर किया जा सके।

iii. उपरोक्त i) और ii) के अतिरिक्त, अंतिम खरीदार भी **भुगतान सुरक्षा निधि** का विकल्प चुन सकता है, जो ऐसी निधि से जुड़ी सभी परियोजनाओं के लिए कम से कम 3 (तीन) महीने के विलों की भुगतान सुरक्षा के लिए उपयुक्त होगी।

एतद्वारा यह स्पष्ट किया जाता है कि राज्य सरकार की गारंटी का उपयोग तभी किया जायेगा जब मध्यस्थ खरीदार पीपीए के तहत लेटर ऑफ क्रेडिट और भुगतान सुरक्षा निधि, यदि कोई हो, के माध्यम से अपनी देय राशि की वसूली में असमर्थ हो।

5.4 **अप्रत्याशित घटनाएं :** पीपीए में अप्रत्याशित घटनाओं (फॉर्स मोश्युर) के लिए प्रावधान किया जाएगा। इनमें अप्रत्याशित घटनाओं की परिभाषा, तत्संबंधी अपवाद, उनकी प्रयोज्यता और ऐसी घटनाएं होने की स्थिति में उद्योग मानदंड के अनुसार उपलब्ध राहत संबंधी प्रावधान शामिल हैं।

5.5 **ऑफटेक संबंधी बाधाओं के लिए उत्पादन क्षतिपूर्ति :** ट्रांसमिशन ढांचा/ग्रिड उपलब्ध न होने के कारण अथवा किसी बैकडाउन की स्थिति में खरीदार को निर्धारित कार्यक्रम के अनुसार विद्युत ऑफटेक करने में बाधाएं आ सकती हैं।

5.5.1 **ट्रांसमिशन ढांचा/ग्रिड अनुपलब्धता के कारण ऑफटेक में रूकावटें:**

क) **ट्रांसमिशन ढांचा पूरा न होने/तैयार न होने के कारण बिजली के ऑफटेक में आने वाली रूकावटों (ट्रांसमिशन बाधाओं) के लिए उत्पादन क्षतिपूर्ति :** संयंत्र चालू होने की निर्धारित तारीख के बाद यदि विद्युत आपूर्ति/ट्रांसमिशन के लिए ढांचा तैयार न होने और उसमें सौर विद्युत उत्पादक का कोई दोष न होने की स्थिति में ऑफटेक बाधाओं के लिए उत्पादन क्षतिपूर्ति निम्नांकित अनुसार की जाएगी:

पारेषण बाधाएं	उत्पादन क्षतिपूर्ति के लिए प्रावधान
यदि संयत्र तैयार हो परन्तु अपेक्षित विद्युत आपूर्ति/ट्रांसमिशन ढांचा उपलब्ध न हो तो ऐसे में विद्युत ऑफटेक में बाधा आती है।	क) 19 प्रतिशत (उन्नीस प्रतिशत) का नियामक सीयूएफ, या प्रतिबद्ध सीयूएफ, इनमें जो भी कम हो, और उन मामलों में जहां अनुबंध ऊर्जा की शर्तों पर आधारित हो, ग्रिड अनुपलब्धता की अवधि के लिए सीईक्यू का आनुपातिक मूल्य, उत्पादन हानि की गणना के लिए लिया जायेगा। इस उत्पादन हानि के समनुरूप एसपीडी द्वारा परवर्ती 3 (तीन) वर्षों में एसपीडी द्वारा उत्पादित अधिशेष विद्युत खरीदार द्वारा पीपीए टैरिफ की दर पर खरीदी जाएगी, ताकि इस हानि को समायोजित किया जा सके। ख) यदि ट्रांसमिशन में विलम्ब के लिए ट्रांसमिशन नेटवर्क का निर्माण करने वाला संगठन सीधे-सीधे जिम्मेदार हो और उस पर कुछ पेनॉल्टी लगायी गई हो, तो उस राशि का कुछ भाग उत्पादन में हानि की क्षतिपूर्ति के लिए इस्तेमाल किया जा सकता है। विकासकों को क्षतिपूर्ति करने की व्यवस्था निविदा दस्तावेज में तय की जायेगी। *अनुबंध वर्ष को पीपीए में परिभाषित किया जायेगा।*

परन्तु, यह स्पष्ट किया जाता है कि यदि संयंत्र एससीडी से पहले तैयार हो जाता है, लेकिन अपर्याप्त/अधूरे विद्युत पारेषण ढांचे के कारण बिजली प्राप्त करने में बाधा आती है, तो ऐसी स्थिति में कोई क्षतिपूर्ति स्वीकार्य नहीं होगी।

ख) **ग्रिड अनुपलब्धता के कारण खरीद बाधाओं के लिए उत्पादन क्षतिपूर्ति :** संयंत्र के प्रचालन के दौरान, कुछ ऐसी अवधि हो सकती है, जिसमें संयंत्र से तो बिजली का उत्पादन होता है, लेकिन अस्थायी रूप से पारेषण न हो पाने के कारण विद्युत आपूर्ति नहीं होती, जिसके लिए सौर विद्युत उत्पादक का कोई दोष नहीं होता है। ऐसे मामलों में उत्पादन क्षतिपूर्ति खरीदार द्वारा निम्नांकित रूप में समायोजित की जायेगी:

ग्रिड अनुपलब्धता की अवधि	उत्पादन क्षतिपूर्ति के लिए प्रावधान
पीपीए में परिभाषित अनुसार किसी अनुबंध वर्ष में ग्रिड अनुपलब्धता: (केवल पूर्वाह्न 8 बजे से शाम 6 बजे तक की अवधि की गणना की जाती है):	उत्पादन हानि = *[(अनुबंध वर्ष के दौरान प्रति घंटा औसत उत्पादन) x (अनुबंध वर्ष के दौरान ग्रिड अनुपलब्धता के घंटों की संख्या)]* जिसमें, अनुबंध वर्ष के दौरान औसत उत्पादन *(केडब्ल्यूएच)* = अनुबंध वर्ष के दौरान कुल उत्पादन *(केडब्ल्यूएच)* ÷ अनुबंध वर्ष के दौरान उत्पादन के कुल घंटे एसपीडी द्वारा इस उत्पादन हानि के समान किया गया अधिक उत्पादन खरीदार द्वारा पीपीए शुल्क दर पर खरीदा जायेगा ताकि वह आगामी 3 (तीन) अनुबंध वर्षों में इस हानि को समायोजित कर सके। *अनुबंध वर्ष को पीपीए में परिभाषित किया जायेगा।*

परन्तु यह उपबंधित है कि उपरोक्त खंड **5.5.1** में प्रदत्त व्यवस्था के विकल्प के रूप में, खरीदार पीपीए शुल्क के संदर्भ में खंड **5.5.1** में परिभाषित उत्पादन हानि के लिए और पीपीए में परिभाषित अनुसार किसी अनुबंध वर्ष में 50 घंटे से अधिक ग्रिड अनुपलब्धता के लिए क्षतिपूर्ति करने का चयन कर सकता है।

5.5.2 **बैकडाउन के कारण ऑफटेक बाधाएं :** सौर विद्युत उत्पादक और खरीदार समुचित आयोग द्वारा इस बारे में बनाए गए विनियमों के अनुसार पूर्वानुमान और शेड्यूलिंग प्रक्रिया का अनुसरण करेंगे। भारतीय विद्युत ग्रिड कोड (आईईजीसी) की धारा 5.2(यू) के अनुसार, भारत सरकार, सौर विद्युत परियोजनाओं के "अनिवार्य संचालन" की स्थिति को प्रोत्साहित करती है। तदनुरूप, किसी डिस्कॉम/लोड डिस्पैच सेंटर (एलडीसी) द्वारा, विधिवत रूप से संचालित किसी सौर विद्युत संयंत्र को बैकडाउन का निर्देश नहीं दिया जाना चाहिए। ग्रिड सुरक्षा या किसी उपकरण अथवा कार्मिक की सुरक्षा या किसी अन्य ऐसी स्थिति के कारण होने वाले बैक डाउन को छोड़कर, यदि बैकडाउन की ऐसी कोई आपात स्थिति पैदा होती है, तो सौर विद्युत उत्पादक खरीदार से निम्नांकित अनुसार न्यूनतम उत्पादन क्षतिपूर्ति किए जाने का पात्र होगा:—

बैकडाउन की अवधि	उत्पादन क्षतिपूर्ति के लिए प्रावधान
मासिक बिलिंग साइकिल के दौरान बैकडाउन के घंटे	**न्यूनतम उत्पादन क्षतिपूर्ति =** **[(महीने के दौरान प्रति घंटा औसत उत्पादन) x (महीने के दौरान बैकडाउन के घंटों की संख्या) x पीपीए टैरिफ] का 50 प्रतिशत** जिसमें, माह के दौरान प्रति घंटा औसत उत्पादन (केडब्ल्यूएच) = महीने के दौरान कुल उत्पादन (केडब्ल्यूएच) – महीने के दौरान उत्पादन के कुल घंटे।

उत्पादन क्षतिपूर्ति क्षेत्रीय विद्युत लेखा (आरईए) की प्राप्ति के बाद अगले महीने के विद्युत बिल के हिस्से के रूप में अदा की जाएगी। इस उत्पादन क्षतिपूर्ति पर कोई व्यापार मार्जिन लागू नहीं होगा। बैकडाउन प्रयोजनों के संदर्भ में उत्पादन क्षतिपूर्ति के निवारण के लिए संभावित शर्तों का उल्लेख आरएफएस और पीपीए में स्पष्ट रूप से निर्दिष्ट किया जाएगा।

5.6 **डिफॉल्ट की स्थिति और उसके परिणाम**

सम्बद्ध पार्टियों के डिफॉल्ट की स्थिति के बारे में विस्तृत प्रावधान और उसके परिणामों का ब्यौरा एसबीडीज़ में दिया जाएगा, यह खंड सौर विद्युत उत्पादक और खरीदार (विचौलिया खरीदार को छोड़कर) के डिफॉल्ट के संदर्भ में अनुबंधात्मक रूप में निपटने के व्यापक सिद्धांतों का वर्णन करता है।

5.6.1 **उत्पादक के डिफॉल्ट होने की स्थिति और उसके परिणाम:**

क) सौर विद्युत उत्पादक के निर्दिष्ट अवधि के दौरान संयंत्र चालू करने में विफल रहने, अथवा पीपीए की शर्तों के अनुसार विद्युत आपूर्ति न कर पाने की स्थिति में, अथवा पीपीए की शर्तों के विपरीत अपने किन्हीं अधिकारों या दायित्वों को किसी अन्य को

सौंपने या हस्तांतरित करने, अथवा पीपीए की शर्तों से मुकर जाने, अथवा पीपीए के प्रावधानों का उल्लंघन करते हुए अपने प्रोमोटरों के नियंत्रण या शेयरधारिता में कोई बदलाव करने अथवा पीपीए में वर्णित कोई अन्य भूल-चूक करने और उपरोक्त गलतियों को पीपीए में वर्णित अनुसार उपचार अवधि के दौरान उपचारित करने में विफल रहने की स्थिति में सौर विद्युत उत्पादक को डिफॉल्टर समझा जाएगा।

ख) डिफॉल्टर होने की स्थिति में, सौर विद्युत उत्पादक को पीपीए में वर्णित अनुसार खरीदार को क्षतिपूर्ति करनी होगी। खरीदार को उक्त क्षति वसूल करने के लिए बैंक गारंटी, यदि कोई हो, को ज़ब्त करने का हक होगा, और इसका उसके द्वारा किसी अन्य कानूनी उपाय या कार्रवाई करने पर कोई प्रभाव नहीं पड़ेगा।

ग) उपरोक्त अनुसार क्षतिपूर्ति के अतिरिक्त, सौर विद्युत उत्पादक के डिफॉल्ट की स्थिति में, पीपीए में उपबंधित प्रतिस्थापन समझौते और खरीदार की सहमति के अनुसार, लेनदार को अपने प्रतिस्थापन अधिकार का इस्तेमाल करने की छूट होगी। परंतु, यदि देनदार निर्धारित अवधि में डिफॉल्टर सौर विद्युत उत्पादक से प्रतिस्थापन नहीं कर पाता है, तो खरीदार पीपीए को समाप्त कर सकता है और देय ऋण के 90 प्रतिशत के समकक्ष परियोजना की परिसम्पत्तियों का अधिग्रहण कर सकता है। ऐसा न कर पाने की स्थिति में ऋणदाता अपने रेहन (मार्टगेज) अधिकारों का इस्तेमाल कर सकता है और परियोजना परिसम्पत्तियों का समापन कर सकता है।

5.6.2 **खरीदार का डिफॉल्टर होना और उसके परिणामः**

क) यदि अन्य बातों के अलावा खरीदार मासिक और/या पूरक बिलों का भुगतान निर्धारित अवधि के दौरान करने में विफल रहता है, या वह पीपीए से मुकरता है, तो ऐसे में डिफाल्टर खरीदार निर्धारित अवधि में पीपीए से संबंधित अपने हिस्से में किसी अन्य को सम्बद्ध बनाने सहित उसे किसी तृतीय पक्ष को हस्तांतरित कर सकता है, परंतु इसके लिए उसे सौर विद्युत उत्पादक की पूर्व सहमति प्राप्त करनी होगी।

ख) यदि उक्त हस्तांतरण सौर विद्युत उत्पादक को स्वीकार्य नहीं होगा, अथवा डिफाल्टर खरीदार द्वारा निर्धारित अवधि में हस्तांतरण का कोई प्रयास नहीं किया जाएगा, तो सौर विद्युत उत्पादक पीपीए को समाप्त कर सकता है और अपने विवेकाधिकार से डिफाल्टर खरीदार से या तो (i) देय ऋण की राशि के समकक्ष समापन क्षतिपूर्ति का भुगतान करके परियोजना की परिसम्पत्तियों और पीपीए में वर्णित अनुसार 150 प्रतिशत समायोजित इक्विटी का अधिग्रहण कर सकता है अथवा, (ii) सौर विद्युत उत्पादक डिफाल्टर से कह सकता है कि वह उसे छह महीने अथवा पीपीए की बकाया अवधि के लिए, इनमें जो भी कम हो, की समकक्ष राशि का भुगतान अनुबंधात्मक क्षमता में करे। ऐसे में परियोजना की परिसम्पत्तियां सौर विद्युत उत्पादक द्वारा रखी जाएंगी।

पीपीए के समापन की स्थिति में संयंत्र की कनेक्टिविटी के लिए एसटीयू/सीटीयू को देय कोई क्षति या शुल्क खरीदार द्वारा वहन किया जाएगा।

5.7 **कानून में बदलावः**

5.7.1 कानून में बदलाव के कारण यदि सौर विद्युत उत्पादक को कोई वित्तीय हानि/लाभ होता है, तो यह सुनिश्चित करने के लिए कि सौर विद्युत उत्पादक उसी वित्तीय स्थिति में रहे, जिसमें कानून में बदलाव न होने की स्थिति में वह रहता, सौर विद्युत उत्पादक/खरीदार अन्य पक्ष द्वारा क्षतिपूर्ति किए जाने के हकदार होंगे, जो भी स्थिति हो, परंतु, इसमें शर्त यह होगी कि क्षतिपूर्ति भुगतान की मात्रा और विधि का निर्धारण समुचित आयोग द्वारा किया जाएगा और वह उस तारीख से प्रभावी होगी, जो समुचित आयोग तय करेगा।

5.7.2 इन दिशा-निर्देशों में, कानून में बदलाव बोली जमा कराने की अंतिम तारीख के बाद निम्नांकित घटनाओं में से किसी एक घटना के होने से सम्बद्ध होगा, अर्थात् (i) किसी नए कानून का अधिनियमन; अथवा (ii) किसी प्रचलित कानून में संशोधन, परिवर्तन या निरसन; अथवा (iii) कोई नई सहमति, परमिट या लाइसेंस प्राप्त करने की आवश्यकता; अथवा (iv) कोई सहमति, परमिट या लाइसेंस प्राप्त करने के लिए निर्धारित प्रचलित शर्तों में कोई बदलाव, जिसमें सौर विद्युत उत्पादक का कोई डिफॉल्ट न हो; अथवा (v) ऐसे करों की दरों में कोई बदलाव, जिनका प्रत्यक्ष प्रभाव परियोजना पर पड़ता हो। परंतु, कॉर्पोरेट आय पर करों में परिवर्तन अथवा आय या लाभांश पर विद्होल्डिंग कर में किसी परिवर्तन को कानून में परिवर्तन नहीं समझा जाएगा।

6. **बोली प्रक्रिया**

6.1 खरीदार एकल चरण वाली बोली प्रक्रिया अपनाते हुए बोलियां आमंत्रित करेगा, जिन्हें इलेक्ट्रोनिक मोड (ई-बिडिंग) के जरिए संचालित किया जाएगा। खरीदार वांछित होने पर ई-रिवर्स नीलामी प्रक्रिया भी अपना सकता है। एक सफल ट्रैक रिकॉर्ड और समुचित संरक्षा, सुरक्षा और गोपनीयता की विशेषताओं के साथ ई-खरीद मंचों का इस्तेमाल किया जाएगा। सोलर पार्क विषयक परियोजना के मामले में, बोली प्रक्रिया प्रारंभ किए जाने की जानकारी खरीददार द्वारा एसपीपीडी को दी जाएगी। एसपीपीडी को बोली प्रक्रिया में सक्रिय रूप से शामिल करना होगा, इसके लिए उसे भूमि और ढांचा संबंधी सभी आवश्यक जानकारी देनी होगी और उसे बोलीदाताओं के लिए पहुंच योग्य केंद्रीकृत डेटा कक्षों में उपलब्ध कराना होगा।

6.2 खरीदार इन दिशा-निर्देशों के संदर्भ में सोलर फोटोवोल्टेइक पॉवर प्लांट्स की संस्थापना के लिए आरएफएस में भागीदार बनने हेतु आमंत्रित करेगा।

6.3 आरएफएस सहित बोली दस्तावेज और पीपीए का मसौदा इन दिशा-निर्देशों और एसबीडीज़ के सहयोग से खरीदार द्वारा तैयार किया जाएगा। यदि परियोजना किसी सोलर पार्क में स्थापित की जानी हो, तो खरीदार बोलीदाताओं को कार्यान्वयन समर्थक समझौते और भूमि संबंधी समझौतों के मसौदों तक एक्सेस प्रदान करेगा।

6.4 खरीदार कम से कम दो राष्ट्रीय अखबारों में आरएफएस नोटिस प्रकाशित करेगा और अपनी वेबसाइट पर उसे प्रदर्शित करेगा, ताकि व्यापक प्रचार किया जा सके।

6.5 खरीदार संभावित बोलीदाताओं को बोली पूर्व सम्मेलन के अवसर प्रदान करेगा, और किसी भी बोलीदाता को निविदा दस्तावेज की लिखित व्याख्या प्रदान करेगा, जो अन्य बोलीदाताओं को भी उपलब्ध कराई जाएगी। सभी सम्बद्ध पार्टियां पूरी तरह लिखित पत्राचार पर निर्भर करेंगी। बोली दस्तावेज में कोई स्पष्टीकरण या संशोधन समुचित जानकारी के लिए खरीदार की वेबसाइट पर अपलोड किया जाएगा। बोली दस्तावेज में कोई संशोधन या परिवर्तन किए जाने की स्थिति में, बोलीदाताओं को बोलियां जमा कराने के लिए ऐसे संशोधन की तारीख से कम से कम 7 दिन का समय दिया जाएगा।

7. आरएफएस दस्तावेज

खरीदार द्वारा आरएफएस में प्रदान किए जाने वाले मानक प्रावधानों में निम्नांकित शामिल होंगे:

7.1 बोली उत्तरदायित्व

बोली का मूल्यांकन तभी किया जाएगा, जब वह उत्तरदायित्वपूर्ण हो और अन्य बातों के अलावा निम्नलिखित शर्तें पूरी करती हो:—

- बोलीदाता अथवा उसका कोई भी सम्बद्ध पक्ष जानबूझ कर किसी ऋणदाता का डिफॉल्टर नहीं होना चाहिए।
- बोलीदाता अथवा उसके किसी सम्बद्ध पक्ष के खिलाफ कोई बड़ा मुकदमा बकाया या आशंकित नहीं होना चाहिए, जिसका स्वरूप ऐसा हो, जो बोलीदाता द्वारा परियोजना प्रारंभ करने की उसकी योग्यता या उपयुक्तता के प्रति संदेह पैदा करता हो।

7.2 बोलीदाता द्वारा पूरी की जाने वाली योग्यता संबंधी अपेक्षाएं :

7.2.1 तकनीकी मानदंड :

सरकार संवर्धित भागीदारी के जरिए प्रतिस्पर्धा को बढ़ाना चाहती है। परंतु, परियोजनाओं का समुचित कार्यान्वयन सुनिश्चित करने के लिए खरीदार बोलीदाताओं के साथ अपने अतीत के अनुभव सहित निर्दिष्ट तकनीकी मानदंड का चयन कर सकता है। ऐसे परियोजना विकासकों, जिनके द्वारा मानदंड पूरे किए जाने की संभावना हो, की संख्या के मूल्यांकन के बाद ऐसे मानदंड तय किए जाने चाहिए ताकि प्रतिस्पर्धा का समुचित स्तर हासिल किया जा सके।

7.2.2 वित्तीय मानदंड

क) निवल मालियत:

i. खरीदार योग्यता संबंधी अपेक्षा के हिस्से के रूप में निवल मालियत के रूप में वित्तीय मानदंड निर्दिष्ट करेगा। सोलर पीवी विद्युत परियोजनाओं के लिए बोली आमंत्रित किए जाने के वर्ष में निवल मालियत सीईआरसी बेंचमार्क पूंजी लागत अथवा अनुमानित परियोजना लागत का कम से कम 20 प्रतिशत होनी चाहिए।

ii. उपरोक्त प्रयोजन के लिए विचारित निवल मालियत बोलीदाता कम्पनी या कंसोर्टियम की संचयी निवल मालियत होगी, जिसमें बोलीदाता(ओं) के उन सम्बद्ध पक्षों की निवल मालियत भी शामिल मानी जाएगी, जो अपेक्षित इक्विटी फंडिंग में अंशदान करने के प्रति वचनवद्ध हों और बोलीदाता(ओं) के विफल रहने की स्थिति में आरएफएस के अनुसार बैंक गारंटी दे सकते हों।

iii. यह स्पष्ट किया जाता है कि इस खंड के लिए विचारित निवल मालियत कम्पनी अधिनियम के अनुसार परिगणित समग्र निवल मालियत होगी।

ख) लिक्विडिटी:

यह अनिवार्य है कि बोलीदाता के पास पर्याप्त नकदी प्रवाह/आंतरिक संभूतियां/कोई बैंक गारंटी होनी चाहिए, ताकि वह परियोजना के लिए अपेक्षित धन की व्यवस्था कर सके। तदनुरूप, खरीदार उपयुक्त मानदंड का वर्णन कर सकता है, जैसे वार्षिक कारोबार, आंतरिक संसाधन सृजन, बैंक जमा राशियां/ऋण व्यवस्था, बोली क्षमता, आदि।

7.3 जमा की जाने वाली अग्रिम राशि (ईएमडी):

बोलीदाता द्वारा बैंक गारंटी के रूप में अग्रिम राशि (ईएमडी) की निर्धारित मात्रा जमा करानी होगी। सौर विद्युत उत्पादक द्वारा निर्धारित अवधि के दौरान पीपीए पर हस्ताक्षर करने में विफल रहने की स्थिति में अग्रिम राशि (ईएमडी) जब्त कर ली जाएगी।

7.4 विदेशी बोलीदाताओं द्वारा एफडीआई कानूनों का अनुपालन

यदि किसी विदेशी कम्पनी को सफल बोलीदाता के रूप में चुना जाता है, तो उसे भारत में प्रत्यक्ष विदेशी निवेश संबंधी कानूनों और प्रावधानों का अनुपालन करना होगा।

8. बोली जमा कराना और उनका मूल्यांकन

8.1 बोलीदाताओं द्वारा कंसोर्टियम के गठन की अनुमति दी जाएगी, जिसके अंतर्गत कंसोर्टियम एक प्रमुख सदस्य की पहचान करेगा, जो बोली प्रक्रिया के दौरान समस्त पत्राचार के लिए एक सम्पर्क बिंदु के रूप में काम करेगा। खरीदार कंसोर्टियम के प्रमुख सदस्य के लिए तकनीकी और वित्तीय मानदंड और लॉक-इन अवधि निर्दिष्ट कर सकता है।

8.2 खरीदार बोलियों के मूल्यांकन के लिए एक समिति **(मूल्यांकन समिति)** का गठन करेगा, जिसमें कम से कम तीन सदस्य होंगे। इनमें से कम से कम एक सदस्य वित्तीय मामलों/बोली मूल्यांकन में विशेषज्ञ होना चाहिए।

8.3 बोलीदाताओं को आरएफएस में निर्दिष्ट अनुसार अप्रतिदेय प्रोसेसिंग शुल्क और/या परियोजना विकास शुल्क जमा कराना पड़ सकता है।

8.4 बोलीदाताओं को तकनीकी और मूल्य संबंधी अलग अलग बोलियां जमा करानी पड़ सकती हैं। बोलीदाताओं को अपनी बोलियों के साथ ईएमडी के रूप में बोली-धरोहर राशि भी जमा करानी पड़ेगी।

8.5 तकनीकी बोली का मूल्यांकन यह सुनिश्चित करने के लिए किया जाएगा कि जमा कराई गई बोलियां सभी मूल्यांकन मानदंड के अनुसार आरएफएस दस्तावेज में वर्णित पात्रता मानदंड पूरे करती हैं। मूल्य संबंधी बोलियों का मूल्यांकन केवल उन्हीं बोलियों के संदर्भ में किया जाएगा, जो आरएफएस दस्तावेज में निर्धारित मूल्यांकन मानदंडों को पूरा करती होंगी।

8.6 प्रतिस्पर्धा सुनिश्चित करने के लिए क्वालिफाइड बोलीदाताओं की न्यूनतम संख्या दो होनी चाहिए। यदि बोली के तीन प्रयासों के बाद भी क्वालिफाइड बोलीदाता दो से कम होंगे, और खरीदार इससे आगे भी बोली प्रक्रिया जारी रखने का इच्छुक होगा, तो वह समुचित आयोग की सहमति से ऐसा कर सकता है।

8.7 टेंडर की शर्तों का उल्लंघन होने की स्थिति में मूल्य संबंधी बोली रद्द कर दी जाएगी। इस स्तर पर आमतौर पर बोलीदाताओं के स्पष्टीकरण संबंधी अनुरोध पर विचार नहीं किया जाएगा।

8.8 बोलियों के मूल्यांकन के लिए खरीदार द्वारा अपनाई जाने वाली बोली मूल्यांकन पद्धति:

8.8.1 इन दिशा-निर्देशों के संदर्भ में खरीददारों द्वारा अपनाए गए शुल्क ढांचे पर आधारित बोली व्यवस्था निम्नांकित अनुसार होगी:

क) **शुल्क को मानदंड में शामिल किए जाने के मामले में** बोलियों की तुलना आरएफएस में निर्दिष्ट बोली मानदंड अर्थात् नियत शुल्क अथवा प्रथम वर्ष के शुल्क के आधार पर की जाएगी। बोलीदाताओं की वरीयता "न्यूनतम शुल्क" उद्धृत करने वाले बोलीदाता से प्रारंभ होगी।

ख) **वीजीएफ को मानदंड के रूप में शामिल करते हुए** बोलियों का मूल्यांकन उद्धृत वीजीएफ सहायता के आधार पर किया जाएगा। बोलीदाताओं को भारतीय रुपये में एकल सकारात्मक संख्या उद्धृत करते हुए बोली लगानी होगी। बोलीदाता नकारात्मक वीजीएफ उद्धृत नहीं कर सकते। शून्य वीजीएफ उद्धृत करने वाले बोलीदाता डिस्काउंटिड शुल्क प्रस्तावित करते हुए, खरीदार द्वारा प्रस्तावित पूर्व निर्धारित से कम दर पर अपनी बोली जमा करा सकते हैं। बोलीदाताओं की वरीयता "सबसे कम शुल्क" उद्धृत करने वाले बोलीदाता से प्रारंभ की जाएगी और "अधिकतम वीजीएफ" (एच 1) उद्धृत करने वाले तक जाएगी।

8.9 बोली के मूल्यांकन और बोलीदाता के चयन के बारे में विस्तृत प्रक्रिया आरएफएस दस्तावेज में निर्धारित की जाएगी।

9. बोली प्रक्रिया के लिए निर्दिष्ट समय सारिणी

9.1 आरएफएस दस्तावेज जारी करने और बोली जमा कराने की अंतिम तारीख के बीच बोली प्रक्रिया की न्यूनतम अवधि 30 दिन होगी। बोली प्रक्रिया के लिए संकेतात्मक समयसारिणी संलग्नक-1 में दी गई है। सामान्य परिस्थितियों में बोली प्रक्रिया 120 दिन की अवधि में पूरी होने की संभावना होती है।

9.2 खरीदार संलग्नक-1 में वर्णित समय सीमा का विस्तार कर सकते हैं और इसे दिशा-निर्देशों का उल्लंघन नहीं समझा जाएगा।

10. ठेका देना और कार्य पूरा करना

10.1 बोली लगाने में सफल रहे ठेकेदार/परियोजना कंपनी या बोली लगाने के लिए गठित विशेष उद्देश्य कंपनी (एसपीवी) के साथ बिजली खरीद समझौते (पीपीए) पर दस्तखत किये जाएंगे.

10.2 बोली लगाने की प्रक्रिया पूरी होने के बाद आरएफएस बोलियों के मूल्यांकन के लिए गठित मूल्यांकन समिति बोलियों की आलोचनात्मक समीक्षा करेगी इस बात के औचित्य का प्रमाणपत्र देगी कि बोली की प्रक्रिया और मूल्यांकन का कार्य आरएफएस (चयन हेतु अनुरोध) के प्रावधानों के अनुसार किया गया है.

10.3 पारदर्शिता के लिए खरीदार पीपीए पर अमल के बाद बोली लगाने में सफल रहे बोलीदाता (ओं) के नाम(मों), उनके द्वारा लगाई गई बोली में बताए गये शुल्क और उसके विभिन्न घटकों के ब्यौरे, अगर कोई हो तो उसका सार्वजनिक रूप से एलान करेगा. सार्वजनिक रूप से यह घोषणा खरीदार के वेबसाइट पर वांछित विवरण को पोस्ट करके 30 (तीस) दिन तक उसका प्रदर्शन करके किया जाएगा.

10.4 अधिनियम के प्रावधानों के अधीन वितरण लाइसेंस हासिल करने वाला या मध्यस्थ खरीदार, जो भी स्थिति हो, अधिनियम के अनुच्छेद 63 के अनुसार उपयुक्त आयोग से शुल्क दरों को मंजूरी दिलवाने के लिए आयोग से अनुरोध करेगा.

11. बैंक गारंटी

सौर ऊर्जा उत्पादक खरीदार को आरएफएस और पीपीए की शर्तों के अनुसार निम्नलिखित बैंक गारंटियां देगा:

11.1 जमा की गयी अग्रिम धनराशि (ईएमडी) का निर्धारण खरीदार द्वारा किया जाएगा (जो बोली आमंत्रण वाले वित्त वर्ष के केन्द्रीय विद्युत विनियामक आयोग द्वारा निर्धारित सोलर फोटो वोल्टैक बिजली परियोजना की लागत या अनुमानित परियोजना लागत के दो प्रतिशत से ज्यादा नहीं होगा). अग्रिम धनराशि बैंक गारंटी के रूप में आरएफएस (स्वीकृति के अनुरोध) के उत्तर के साथ प्रस्तुत की जाएगी.

11.2 निष्पादन बैंक गारंटी (पीबीजी) का निर्धारण खरीदार द्वारा पीपीए प्रस्तुत करते समय किया जाएगा [लेकिन यह खरीदार द्वारा निर्दिष्ट स्थान होने पर केन्द्रीय विद्युत विनियामक आयोग द्वारा बोली आमंत्रित किये जाने वाले साल में परियोजना लागत के 4 प्रतिशत (चार प्रतिशत) से अधिक और सौर ऊर्जा उत्पादक द्वारा स्थान का चयन किये जाने की स्थिति में 5 प्रतिशत (पांच प्रतिशत) या अनुमानित परियोजना लागत से अधिक नहीं होना चाहिए. अन्य उपायों के अलावा सोलर पावर जनरेटर को विद्युत खरीद समझौते की शर्तों में निर्दिष्ट प्रावधानों के संदर्भ में किसी तरह का नुकसान होने/देयताएं उत्पन्न होने पर पीबीजी

का नकदीकरण किया जा सकेगा. यहां यह स्पष्ट किया जाता है कि मध्यस्थ खरीदार द्वारा पीपीए की शर्तों के अनुसार सोलर पावर जनरेटर में किसी प्रकार की चूक होने पर पीबीजी के नकदीकरण के जरिए क्षतिपूर्ति/देययताएं वसूले जाने की स्थिति में क्षति/देयता पीएसए की शर्तों के अनुसार मध्यस्थ खरीदार द्वारा आखिरी खरीदार को अंतरित कर दी जाएगी.

12. **वित्तीय समाप्ति**

सौर ऊर्जा जनरेटर पीपीए की शर्तों के अनुसार विद्युत खरीद समझौते पर हस्ताक्षर होने की तारीख के 7 (सात) महीनों में वित्तीय समापन हासिल कर लेगा.

ऐसा न होने पर खरीदार पीबीजी का नकदीकरण करा सकता है बशर्ते देरी का कारण अनुच्छेद 3.2.1 और अनुच्छेद 3.2.2 के अनुसार सरकार द्वारा खरीदार को जमीन के आबंटन में देरी रहा हो, न कि सोलर पावर उत्पादक के कृत्य/अकृत्य जैसे किसी अपरिहार्य कारण से. लेकिन वित्तीय समापन के लिए खरीदार को और समय देने के बारे में विचार किया जा सकता है जो तभी किया जाएगा जब सोलर पावर जनरेटर पीपीए में निर्दिष्ट जुर्माने का भुगतान कर दे. इस विस्तार का एससीडी पर कोई असर नहीं पड़ेगा और जो भी जुर्माना दिया गया होगा वह एससीडी की अवधि में सोलर पावर जनरेटर के सफलतापूर्वक चालू होने पर बिना ब्याज के लौटा दिया जाएगा.

13. **न्यूनतम चुकता शेयर पूंजी का प्रोमोटर द्वारा रखा जाना**

13.1 सफल बोलीदाता अगर एकल कंपनी हो तो उसे यह सुनश्चित करना होगा कि एसपीवी/पीपीए पर दस्तखत करने वाली कंपनी में उसकी हिस्सेदारी सीओडी (जिसे अनुच्छेद 15 में परिभाषित किया गया है) की तारीख से एक साल पहले खरीदार की पूर्वानुमति कि बिना किसी भी समय 51 (इक्यावन) प्रतिशत से नीचे न पहुंचे. अगर सफल बोलीदाता कंपनियों का समूह हो तो इस स्थिति में एसपीवी/पीपीए पर दस्तखत करने वाली परियोजना कंपनी में समूह की कंपनियों की संयुक्त हिस्सापूंजी खरीदार की पूर्वानुमति के बिना सीओडी से एक साल पहले किसी भी वक्त 51 प्रतिशत से नीचे नहीं पहुंचनी चाहिए. लेकिन अगर सफल बोलीदाता स्वयं ही पीपीए कर रहा हो तो उसे यह सुनिश्चित करना होगा कि उसके प्रोमोटर सीओडी से एक साल पहले तक खरीदार की अनुमति के बिना कंपनी पर अपना नियंत्रण[2] खत्म न होने दें. ऐसी स्थिति में यह भी जरूरी होगा कि सफल बोलीदाता अपने प्रोमोटरों और उनकी हिस्सापूंजी के बारे में खरीदार के साथ विद्युत खरीद समझौते पर दस्तखत करने से पहले सूचनाएं उपलब्ध करा दे.

13.2 सीओडी से एक साल पूरा हो जाने के बाद हिस्सापूंजी में कोई भी बदलाव खरीदार को सूचना देकर किया जा सकता है.

13.3 अगर सोलर पावर जनरेटर ने किसी ऋणदाता(ओं) की देनदारी चुकाने में चूक की हो तो ऋणदाता को इस बात का अधिकार होगा कि वह खरीदार की सहमति से 'प्रोमोटर बदल' सके.

14. **चालू करना**

14.1 **आंशिक रूप से चालू करना**

खरीदार को परियोजना का आंशिक रूप से चालू होना इस शर्त के साथ स्वीकार्य होगा कि पहली बार और दूसरी बार में चालू होने वाली न्यूनतम क्षमता 50 मेगावाट होगी और इससे पीपीए में चालू नहीं हुए हिस्से किसी तरह के जुर्माने की के लिए जुर्माना लगाने के प्रावधान पर कोई प्रतिकूल असर नहीं पड़ेगा. लेकिन आंशिक रूप से चालू होने की वजह से एससीडी में फेरबदल नहीं होगा. आंशिक रूप से चालू होने या पूर्ण रूप में चालू होने की तारीखें चाहे जो भी हों, पीपीए एससीडी से 25 (पच्चीस) साल के लिए लागू रहेगा.

14.2 **समय पूर्व चालू होना**

सोलर पावर जनरेटर को एससीडी से भी पहले परियोजना को पूर्ण रूप से या आंशिक रूप से चालू करने की इजाजत होगी. पूर्व आंशिक कमिशनिंग के मामलों में, एससीडी तक खरीदार उत्पादन को एससीडी तक के लिए पीपीए में निर्धारित शुल्क के 75%

[2]'नियंत्रण' शब्द का अर्थ है स्वामित्व, ऐसी कंपनी के 50 प्रतिशत (पचास प्रतिशत) से अधिक वोटिंग शेयरों का प्रत्यक्ष या परोक्ष रूप से स्वामित्व, अथवा बहुसंख्य निदेशकों की नियुक्ति का अधिकार।

(पचहत्तर प्रतिशत) की दर से खरीद सकता है. लेकिन अगर एससीडी से पहले ही परियोजना समूची क्षमता चालू हो जाए तो खरीदार पीपीए में दी गयी दरों से खरीद सकता है.

14.3 **चालू होने की समय सारिणी**

परियोजनाएं पीपीए के निष्पादन की तारीख से 13 महीनों की अवधि में चालू होंगी. लेकिन 250 मेगावाट और इससे अधिक क्षमता की परियोजनाएं अगर सोलर पार्क से बाहर लगायी जा रही हों तो पीपीए के निष्पादन की तारीख से 15 महीनों की अवधि में चालू हो जाना चाहिए. चालू करने की निर्धारित तारीख के बाद विलंब से शुरू होने पर सोलर पावर जनरेटर पर पीपीए में निर्धारित समय-सारणी के प्रावधानों के अनुसार जुर्माना लगाने का प्रावधान होगा. अगर सोलर पावर जनरेटर के लिए खरीदार द्वारा चुने गये स्थान के हस्तांतरण में निर्धारित समय-सारणी के अनुसार विलंब होने पर वित्तीय समापन और पूर्वनिधारित निष्पादन तारीख भी तदनुसार आगे बढ़ जाएगा, बशर्ते परियोजना पूरी करने की समयावधि में विस्तार एक साल के लिए होगा. विस्तारित अवधि अनुच्छेद 3.2.1 (ए) के प्रावधानों के अनुसार बकाया 10 प्रतिशत भूमि के हस्तांतरण की तारीख के बीत जाने के बाद से मानी जाएगी.

15. **वाणिज्यिक संचालन की तारीख (सीओडी)**

वाणिज्यिक संचालन की तारीख वह तारीख होगी जिस दिन परियोजना या उसके आखिरी चरण के पूरी क्षमता से सफलतापूर्वक चालू हो जाने पर उसे प्रवर्तन प्रमाणपत्र प्रदान किया जाएगा.

16. **ट्रांसमिशन संपर्क**

16.1 सौर विद्युत संयंत्र को अंतर-संपर्क को ध्यान में रखकर इस तरह से डिजायन किया जाएगा कि यह (क) पूलिंग सब-स्टेशन से जुड़ जाए जहां एसटीयू/सीटीयू सब-स्टेशन से पहले अन्य परियोजनाओं का भी संपर्क कायम होता है; या (ख) एसटीयू/सीटीयू सब-स्टेशन के साथ समर्पित ट्रांसमिशन लाइन के जरिए उपयुक्त वोल्टेज स्तर पर सीधा संपर्क, जैसा कि खरीदार द्वारा निर्दिष्ट है. बोली लगाने संबंधी दस्तावेज में संबद्ध सब-स्टेशन और ट्रांसमिशन लाइनों के निर्माण के लिए उत्तरदायी संगठन का स्पष्ट उल्लेख होना चाहिए. कार्यान्वयन व्यवस्था और निकासी प्रणाली के डिजायन के अनुसार ट्रांसमिशन लाइनों और एसटीयू/सीटीयू से पहले के सब-स्टेशनों की पूंजी लागत का भुगतान या तो सौर विद्युत उत्पादक द्वारा सीधे कर दिया जाएगा या एसपीपीडी अथवा किसी दूसरी कार्यान्वयन एजेंसी द्वारा किया जाएगा. इसकी वसूली सौर विद्युत उत्पादक से सीधे तौर पर एकमुश्त या कई वर्षों की किश्तों में की जाएगी.

16.2 जिन मामलों में खरीदार द्वारा परियोजना स्थल विनिर्दिष्ट नहीं किया गया है उनमें एसटीयू/सीटीयू के स्वामित्व वाली ट्रोसमिशन प्रणली के साथ ट्रांसमिशन संपर्क और पहुंच कायम करने की जिम्मेदारी सौर विद्युत उत्पादक की होगी और यह कार्य सौर विद्युत उत्पादक के खर्च पर होगा.

16.3 जिन मामलों में खरीदार द्वारा निर्दिष्ट परियोजना स्थल कोई सोलर पार्क नहीं है वहां खरीदार ट्रांसमिशन संपर्क और पहुंच की सुविधा कायम करने की जिम्मेदारी और लागत सौर विद्युत उत्पादक द्वारा उठायी जाएगी.

16.4 जिन मामलों में खरीदार परियोजना लगाने के लिए किसी सोलर पार्क का उल्लेख करता है सीटीयू/एसटीयू द्वारा परियोजना को शुरू करने में विलंब के लिए किसी कानून या निमय के तहत लगाया जाने वाला जुर्माना, दंड और शुल्क उस सीमा तक सौर विद्युत उत्पादक द्वारा देय होगा जहां तक देरी की वजह सौर विद्युत उत्पादक हो और बाकी खरीदार को देना होगा.

16.5 मीटरिंग प्वाइंट वह स्थान है जहां पर खरीदार को सप्लाई की जाने वाली बिजली का मापन किया जाएगा. यह स्थान एसटीयू/सीटीयू सब-स्टेशन का लो वोल्टेज बस बार होगा. सोलर पार्क के मामले में मीटरिंग प्वाइंट फाइनल इवेकुएशन वाला एसटीयू/सीटीयू सब-स्टेशन होगा जिसके साथ तमाम पूलिंग सब-स्टेशनों का इंटरनल ट्रांसमिशन जुड़ा रहेगा. परियोजना और मीटरिंग प्वाइंट के बीच ह्वीलिंग चार्जेज और नुकसान समेत तमाम खर्च सौर ऊर्जा उत्पादक उठाएगा और खरीदार इसके लिए किसी तरह कर प्रतिपूर्ति नहीं करेगा. ह्वीलिंग चार्जेज और नुकसान समेत मीटरिंग प्वाइंट से आगे के ट्रांसमिशन और विरण जैसे तमाम खर्चों का भुगतान खरीदार करेगा. सीटीयू/एसटीयू द्वारा खर्चों को उनकी क्षमता के अनुपात में या बुनियादी ढांचे का साझा उपयोग करते हुए परियोजना के मानकीय उत्पादन के अनुसार सीधे परियोजना के बिलों में शामिल किये जाने की

व्यवस्था की जाएगी. या फिर एसपीपीडी के पक्ष में बिल बनाया जाएगा जो इसकी सीधी वसूली खरीदार या सौर ऊर्जा उत्पादक से करेगा जिसके लिए सौर ऊर्जा उत्पादक खरीदार से प्रतिपूर्त प्राप्त कर सकता है.

17. **तकनीकी विनिर्देश**

परियोजनाओं को पूरा करने और टेक्नोलाजी संबंधी जोखिमों को कम करने के लक्ष्य को प्राप्त करने के लिए खरीदार वाणिज्यिक रूप से सुस्थापित और कार्यरत टेक्नोलाजी को बढ़ावा देगा. सौर फोटो वोल्टैक विद्युत परियोजनाओं के विस्तृत तकनीकी मानदंड एमएनआरई में समय-समय पर बताए जाएंगे. वर्तमान मानदंड संलग्नक-II में दिये गये हैं.

18. **दिशानिर्देशों में परिभाषित प्रक्रिया से विचलन**

अगर इन दिशानिर्देशों और/या एसबीडीज से कोई विचलन हो तो उसके लिए उपयुक्त आयोग की मंजूरी लेना आवश्यक होगा. उपयुक्त आयोग इसकी मंजूरी देगा या बोली दस्तावेज में एक निश्चि तसमय सीमा में संशोधन करने को कहेगा जो 90 दिन से ज्यादा नहीं होगी.

19. **मध्यस्थता**

केन्द्रीय विद्युत विनियामक आयोग के उपयुक्त आयोग ने की स्थिति में कोई ऐसा विवाद उत्पन्न होने पर जिसमें किसी बदलाव या शुल्क की दरों के निर्धारण या शुल्क संबंधी कोई मामला शामिल हो, या जिससे शुल्क में आंशिक या पूर्ण रूप से बदलाव आता हो तो ऐसे विवाद का फैसला सीईआरसी द्वारा किया जाएगा. अन्य सभी विवादों का समाधान भारतीय मध्यस्थता और समझौता अधिनियम, 1996 के अंतर्गत पंच फैसले से किया जाएगा. केन्द्रीय विद्युत विनियामक आयोग के उपयुक्त आयोग होने की स्थितिमें सभी विवादों का समाधान सीईआर सी द्वारा किया जाएगा या सीईआरसी उन्हें मध्यस्थता से निपटाने के लिए भेज देगा.

20. **दिशानिर्देशों के बारे में स्पष्टीकरण और संशोधन**

अगर इन दिशानिर्देशों के किसी प्रावधान को लागू करने या दिशानिर्देशों की व्याख्या अथवा इनमें संशोधन में में कोई अड़चन आती है तो नवीन एवं नवीकरणीय ऊर्जा मंत्रालय को इस बात का अधिकार है कि वह विद्युत मंत्रालय के परामर्श से यह कार्य पूरा करे. इस संबंध में सभी संबद्ध पक्ष किसी भी निर्णय को मानने को वाध्य होंगे.

शालिनी प्रसाद, अपर सचिव

संलग्नक-I

संलग्नक-I : बोली प्रक्रिया के लिए समय-सारणी

क्रम सं.	कार्य	शुरुआत से बीता समय
1.	आरएफएम परियोजना के लिए विशिष्ट विद्युत खरीद समझौतों के मसौदे, अन्य परियोजना समझौतों के मसौदे और पीएसए, अगर लागू हों तो.	शून्य तारीख
2.	बोली के बारे में स्पष्टीकरण, कान्फ्रेंस, साइट समेत परियोजना से संबंधित तमाम विशिष्ट विवरणों को साझा करने के लिए ऑनलाइन डेटा रूम खोलना (अगर खरीदार द्वारा कहा गया हो), और आरएफएस का संशोधन	**
3.	आरएफएम बोली भेजा जाना	30 दिन
4.	बोलियों का मूल्यांकन और एलओआई जारी करना	120 दिन
5.	पीपीए और पीएसए पर दस्तखत (अगर लागू हो)	150 दिन

**आरएफएस दस्तावेज में किसी भी बदलाव की स्थिति में खरीदार इन दिशानिर्देशों के उपबंध 6.5 के अनुसार बोली लगाने वाले को अतिरिक्त समय देगा.

नोट : यह स्पष्ट किया जाता है कि अगर खरीदार बोली लगाने की प्रक्रिया में किसी कार्य में विलंब की वजह से उसे पूरा करने के लिए किसी कार्य के लिए बोलीदाता को अतिरिक्त समय देता है तो इस अतिरिक्त समय को इन दिशानिर्देशों में किसी भी तरह का विचलन नहीं माना जाएगा.

संलग्नक-II

संलग्नक-II : ग्रिड से जुड़े सोलर पीवी विद्युत संयंत्रों की तकनीकी जरूरतें

ग्रिड से जुड़े फोटो वोल्टैक विद्युत परियोजनाओं में इस्तेमाल किये जाने वाले उपकरणों की गुणवत्ता सुनिश्चित करने के लिए कुछ तकनीकी उपाय निम्नलिखित हैं:

1. एसपीवी मॉड्यूल्स

1.1 ग्रिड सोलर पावर परियोजनाओं में इस्तेमाल किये जाने वाले एसपीवी माड्यूल्स को निम्नलिखित नवीनतम आईईसी पीवी माड्यूल मानदंड परीक्षणों या समकक्ष बीआईएस मानदंडों को पूरा करना चाहिए.

क्रिस्टलाइन सिलिकोन सोलर सैल माड्यूल	- आईईसी 61215
थिन फिल्म माड्यूल	- आईईसी 61646
कान्संट्रेटर पीवी माड्यूल	- आईईसी 62108

1.2 इसके अलावा एसपीवी माड्यूल्स को सुरक्षा मानदंड परीक्षण में 1000 वोल्ट डीसी या इससे अधिक के लिए आईईसी 61730 को पूरा करना चाहिए. जंग लगने की अत्यधिक आशंका वाले माहौल में इस्तेमाल किये जाने वाले मॉड्यूल को अपने समूचे कार्यकाल में आईईसी 61701 मानदंड को पूरा करना चाहिए.

2. पावर कंडीशनर/इनवर्टर

एसपीवी विद्युत संयंत्रों के पावर कंडीशनर्स/इनवर्टर्स नीचे बताये गये नवीनतम आईईसी/समतुल्य मानदंडों के अनुसार होने चाहिए :

कार्यदक्षता मापन	-	आईईसी 61683
पर्यावरण परीक्षण	-	आईईसी 60068 -2/आईईसी/62093
ईएम सुसंगत (ईएमसी)	-	आईईसी 61000-6-2, आईईसी 61000-6-4 और आईईसी 61000 के अन्य प्रासंगिक भाग
वैद्युत सुरक्षा	-	आईईसी 62103/ आईईसी 62109-1 और 2
एंटी आइसलैंडिंग प्रोटेक्शन	-	आईईई 1547/आईईसी 62116/यूएल 1741 या समतुल्य

बीआईएस मानदंड

3. अन्य उप प्रणालियां/घटक

एसपीवी विद्युत संयंत्रों में उपयोग में लाई जाने वाली अन्य उप-प्रणालियों/घटकों (केबल, कनेक्टर, जंक्शन बॉक्स, सर्ज प्रोटेक्शन उपकरण आदि) को बिजली सुरक्षा संबंधी अंतर्राष्ट्रीय/राष्ट्रीय मानदंडों के अनुसार होने के साथ-साथ उनमें मौसम संबंधी प्रतिकूलताओं को झेलने की क्षमता तथा अपने संभावित जीवन काल में सुचारु रूप से कार्य करने में भी सक्षम होना चाहिए. यह सिफारिश की जाती है कि आउटडोर इस्तेमाल के लिए 600-1800 वोल्ट्स डीसी की केबल को 25 साल के संभावित जीवनकाल को पूरा करने के लिए बीएस ईएन 50618:2014/2पीएफजी 1169/08.2007 के मानदंडों के अनुसार होना चाहिए.

4. अधिकृत परीक्षण केन्द्र

विद्युत संयंत्रों में इस्तेमाल किये जाने वाले पीवी मॉड्यूल/पावर कंडीशनर्स के लिए उनकी विशेषताओं को दर्शाने वाला वैध परीक्षण प्रमाणपत्र होना चाहिए जो ऊपर बताए गये आईईसी/बीआईएस मानदंड के अनुसार होना चाहिए और भारत में एनएबीएल से मान्यता प्राप्त परीक्षण केन्द्र का होना चाहिए. पतली फिल्म और सीपीवी/उपकरण जैसे मॉड्यूल के लिए जिनके परीक्षण की सुविधाएं फिलहाल भारत में उपलब्ध होने की संभावना न होने पर आईएलएसी सदस्यता प्राप्त किसी विदेशी प्रयोगशाला का परीक्षण प्रमाणपत्र स्वीकार्य होगा.

5. **वारंटी**

ग्रिड से जुड़े सौर विद्युत संयंत्रों में इस्तेमाल होने वाले फोटोवोल्टैक मॉड्यूल आउटपुट वाटेज के लिए गारंटीशुदा होने चाहिए जो दस साल के अंत में 90 प्रतिशत से कम और 25 साल के अंत में 80 प्रतिशत से कम नहीं होनी चाहिए.

6. **पहचान और निशानदेही करना**

सौर विद्युत परियोजना में इस्तेमाल किये जाने वाले हरएक फोटोवोल्टैक मॉड्यूल में आरएफ पहचान टैग लगा होना चाहिए. हर माड्यूल में इस्तेमाल की गयी आरएफ आईडी में निम्नलिखित सूचनाओं का उल्लेख होना चाहिए. (यह लैमिनेट के अंदर या बाहर कहीं भी हो सकता है मगर इसे ऐसी जगह होना चाहिए जहां यह पर्यावरण की कठोर स्थितियों का सामना कर सके.)

i) फोटोवोल्टैक मॉड्यूल के निर्माता का नाम
ii) सौर सेल के निर्माता का नाम
iii) निर्माण का महीना और साल (सौर सेल और मॉड्यूल के लिए अलग-अलग)
iv) निर्माता देश का नाम (सौर सेल और मॉड्यूल के लिए अलग-अलग)
v) मानक परीक्षण की स्थितियों (1000 W/m², एएम 1.5, 25°C) में माड्यूल का i-v कर्व
vi) मॉड्यूल का वाटेज, Im, Vm और FF
vii) मॉड्यूल का यूनीक सीरियल नं. ओर मॉडल नं.
viii) आईईसी पीवी माड्यूल क्वालिफिकेशन सर्टिफिकेट प्राप्त करने की तारीख और साल
ix) आईईसी प्रमाणपत्र जारी करने वाली परीक्षण प्रयोगशाला का नाम
x) सौर सैल मॉड्यूल की निशानदेही के बारे में आईएसओ 9000 के अनुसार अन्य प्रासंगिक सूचना

साइट के मालिकों को हर मॉड्यूल के लिए मानदंडों के अनुसार उपर्युक्त डेटा के साथ-साथ मॉड्यूल आईडी की सूची की आसान उपलब्ध बनाए रखनी होगी.

7. **कामकाज की निगरानी**

ग्रिड से जुड़ी सभी फोटो वोल्टैक बिजली परियोजनाओं को सौर विकिरण, परिवेश के तापमान, हवा की गति और मौसम संबंधी अन्य मानदंडों के लगातार मापन के लिए आवश्यक उपकरण स्थापित करने चाहिए. इसके साथ ही उन्हें संयंत्र से उत्पन्न डीसी और एसी विद्युत के उत्पादन का भी मापन करना चाहिए. उन्हें विद्युत खरीद समझौते की समूची अवधि में ये आंकड़े खरीदार और एमएनआरई या किसी भी अन्य निर्दिष्ट एजेंसी को ऑन लाइनऔर/या रिपोर्ट के रूप में हर महीने भेजने होंगे. इस संबंध में वे खरीदार, एमएनआरई या किसी अन्य निर्दिष्ट एजेंसी को बिजली संयंत्र के पोर्टल की हर सप्ताह सातों दिन और चौबीसों घंटे रिमोट मानिटरिंग के लिए अनिवार्य रूप से पहुंच की भी अनुमति देंगे.

8. **सौर फोटो वोल्टैक माड्यूल का सुरक्षित निपटान**

निर्माता यह सुनिश्चित करेंगे कि उनके प्लांट में वने सोलर फोटोवोल्टैक माड्यूल अपना 'जीवन काल पूरा होने के बाद' (जब वे खराब हो जाएं/चलना बंद कर दें/उनकी मरम्मत करना मुमकिन न रहे) तो उनका निपटान सरकार द्वारा अधिसूचित और समय-समय पर पुनरीक्षित व संशोधित "ई-वेस्ट मैनेजमेंट एंड हैंडलिंग विनियम, 2011" के अनुसार किया जाए.

MINISTRY OF POWER

RESOLUTION

New Delhi, the 3rd August, 2017

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

No. 23/27/2017-R&R.—1. PREAMBLE

1.1. Background

1.1.1. Promotion of competition in the electricity industry in India is one of the key objectives of the Electricity Act, 2003 ('**Act**'). Power purchase costs constitute the largest cost element for distribution licensees. Competitive procurement of electricity by the distribution licensees is expected to reduce the overall cost of procurement of power and facilitate development of power markets. Internationally, competition in wholesale electricity markets has led to reduction in prices of electricity and in significant benefits for consumers.

1.1.2. Section 61 & 62 of the Act provide for tariff regulation and determination of tariff of generation, transmission, wheeling and retail sale of electricity by the Appropriate Commission. As per proviso of Section 61 read with Section 178(2) of the Electricity Act, 2003, the Terms and Conditions for Tariff determination from Renewable Energy Sources Regulations, 2012 were framed by the Central Electricity Regulatory Commission (CERC) in February, 2012. Further, section 63 of the Act states that –

> *"Notwithstanding anything contained in section 62, the Appropriate Commission shall adopt the tariff if such tariff has been determined through transparent process of bidding in accordance with the guidelines issued by the Central Government."*

1.1.3. Section 10 of the Electricity Act provides that a generating company may supply electricity to any licensee in accordance with the Act and rules and regulations made there under and may, subject to the regulations made under sub-section (2) of Section 42, supply electricity to any consumer.

1.1.4. The National Tariff Policy, 2016 formulated by the Ministry of Power, has specific guidance on purchase of power generated from renewable energy sources. As per Section 6.4(2), "*States shall endeavor to procure power from renewable energy sources through competitive bidding to keep the tariff low, except from the waste to energy plants. Procurement of power by Distribution Licensee from renewable energy sources, from Solar PV Power Projects above the notified capacity, shall be done through competitive bidding process, from the date to be notified by the Central Government. However, till such notification, any such procurement of power from renewable energy sources projects, may be done under Section 62 of the Electricity Act, 2003.*"

1.2. Objectives

1.2.1. The specific objectives of these Guidelines are as follows:

a) To promote competitive procurement of electricity from solar PV power plants, by distribution licensees, to protect consumer interests;

b) To facilitate transparency and fairness in procurement processes / and to provide for a framework for an Intermediary Procurer as an Aggregator/Trader for the inter-state/intra-state sale-purchase of long-term power.

c) To provide standardization and uniformity in processes and a risk-sharing framework between various stakeholders, involved in the solar PV power procurement, thereby encouraging investments, enhanced bankability of the Projects and profitability for the investors.

2. SCOPE OF THE GUIDELINES

2.1. Applicability of Guidelines:

2.1.1. These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the 'Procurers', from grid-connected Solar PV Power Projects (**'Projects'**), having size of **5 MW and above,** through competitive bidding.

Explanation:

a) 'Procurer': The term 'Procurer', as the context may require, shall mean the distribution licensees, or the Authorized Representative(s), or an Intermediary Procurer.

b) 'Authorised Representative' of the Procurer: In cases, where the Power Purchase Agreement (**PPA**) signing agency and the agency carrying out the tendering/bidding process are different, the agency carrying out the

tendering / bidding process shall be deemed to be the Authorized Representative of the 'Procurer' and will on behalf of the Procurer be responsible for fulfilling all the obligations imposed on the 'Procurer' during the bidding phase, in accordance with these Guidelines.

c) **'Intermediary Procurer' & 'End Procurer'**:

i. In some cases, an intermediary, between the distribution licensees and the generator (**'Solar Power Generator'**), may be required either to aggregate the solar power purchased from different Solar Power Generators and sell it to the distribution licensee, or to enhance the credit profile. In such cases, the "Procurer" would be a trader, buying power from the Solar Power Generators and selling the same to one or more distribution licensees, such distribution licensees shall be the "End Procurer" and the trader shall be "Intermediary Procurer" for the purpose of these Guidelines.

ii. The Intermediary Procurer shall enter into a PPA with the Solar Power Generator and also enter into a Power Sale Agreement **(PSA)** with the End Procurer. The PSA shall contain the relevant provisions of the PPA on a back to back basis. The trading margin, as notified by the Appropriate Commission (or in the absence of such notification, as mutually decided between the Intermediary Procurer and the End Procurer), shall be payable by the End Procurer to the Intermediary Procurer.

iii. In such cases, as long as the Intermediary Procurer has followed these Guidelines for procurement of solar power, the End Procurer shall be deemed to have followed these Guidelines for procurement of solar power.

2.1.2. Unless explicitly specified in these Guidelines, the provisions of these Guidelines shall be binding on the Procurer/ Intermediary Procurer/ End Procurer and the Authorised Representative of the Procurer. The process to be adopted in event of any deviation proposed from these Guidelines is specified in Clause 18 of these Guidelines.

2.2. Appropriate Commission:

2.2.1. Subject to the provisions of the Act:

a) In case of a single distribution licensee being the Procurer, the Appropriate Commission, for the purpose of these bidding Guidelines, shall be the State Electricity Regulatory Commission of the concerned State where the distribution license is located.

b) In case of combined procurement where the distribution licensees are located in more than one State, the Appropriate Commission for the purpose of these bidding Guidelines, shall be the Central Electricity Regulatory Commission.

c) For cases involving sale of power from Central Generating Stations, the Appropriate Commission shall be the Central Electricity Regulatory Commission.

3. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

3.1. Conditions to be met by Procurer

The Procurer shall meet the following conditions:

3.1.1. Bid Documentation:

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

b) Inform the Appropriate Commission about the initiation of the bidding process.

c) Seek approval of the Appropriate Commission for deviations, if any, in the draft RfS draft PPA, draft PSA (if applicable) from these Guidelines and/ or SBDs, in accordance with the process described in Clause 18 of these Guidelines.

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

ii. Further, in case of an ongoing bidding process, if the bids have already been submitted by bidders

prior to the notification of these Guidelines and/or SBDs, then if there are any deviations between these Guidelines and/or the SBDs and the proposed RfS, PPA, PSA (if applicable), the RfS, PPA and the PSA shall prevail.

d) Procure the following clearances, as relevant:

i. In case of procurement from Projects to be located at a site to be specified by the Procurer, clearance by the relevant authority of the draft land lease or other land related agreements consistent with the draft PPA, draft PSA and other Project agreements.

ii. Clearance by the End Procurer of the draft RfS, PPA and PSA having details specific to the proposed procurement.

iii. clearance by the agency developing the Solar Park [**'Solar Power Park Developer' (SPPD)**] for draft Implementation Agreement, consistent with the draft PPA and the draft PSA, in case of a procurement from Projects to be located in Solar Parks specified by the Procurer.

3.1.2. Site-related Project preparatory activities including clearances:

In order to ensure timely commencement of supply of electricity being procured and to convince the bidders about the irrevocable intention of the Procurer, it is necessary that various Project preparatory activities as mentioned in Clause 3.2.1 and Clause 3.2.2 of these Guidelines are completed in time.

3.2. Arrangements related to site

As specified in the bidding documents to be issued by the Procurers, the Project may be set up either at the Project site specified by the Procurer, or at the Project site selected by the Solar Power Generator.

3.2.1. Project site specified by the Procurer: The Procurer may choose to locate the Project at a specified site and the same may be specified by the Procurer in the bidding documents. In such cases, to ensure timely commencement of supply of electricity, the Procurer shall ensure that various Project preparatory activities as indicated below have been initiated by the Procurer before issuance of the RfS. These activities would be required to be completed prior to the PPA being executed.

a) Land: Identification of 100% (hundred per cent) land and provision of documents/ agreements to indicate in-principle availability of at least 25% (twenty-five per cent) of land at the initiation of bidding, and possession of 90% (ninety per cent) of land within 1 (one) months of the execution of the PPA and the balance 10% (ten per cent), within 2 (two) months thereafter.

b) No Objection Certificate (NOC)/ Environmental Clearance (if applicable) for the Project.

c) Forest Clearance (if applicable) for the land for the Project.

d) Approval for Water from the concerned authority (if applicable) required for the Project.

e) A letter from the STU/ CTU confirming technical feasibility of connectivity of plant to STU/ CTU substation, except for the cases where the concerned STU / CTU has notified, sub-station wise spare capacities for feasibility of connectivity.

3.2.2. Project site specified by the Procurer in a Solar Park: The Procurer may choose to locate the Project in a concentrated zone characterized with proper infrastructure and access to amenities (**'Solar Park'**) and the same may be specified by the Procurer in the bidding documents. The Solar Park shall be developed as per the "Guidelines for Development of Solar Parks" issued by MNRE as amended from time to time. Notwithstanding this, to ensure timely commencement of supply of electricity, the Procurer shall ensure that various Project preparatory activities as indicated above in clause 3.2.1. (a) to (e), have been initiated and completed by the concerned SPPD as per the timelines mentioned therein. In addition to above, the responsibilities of the Solar Power Park Developer shall flow from the "Guidelines for Development of Solar Parks", developed by MNRE and Implementation Support Agreement, which defines the relationship between the Solar Power Park Developer and the Solar Power Generator.

3.2.3. Project site selected by the Solar Power Generator: In case the Procurer does not specify a site or in a Solar Park and the Project site is selected by the Solar Power Generator, to ensure timely completion and commencement of supply of power, the bidder would be required to submit documents in respect of matters as mentioned below, as per the time schedule specified in the bidding documents:

a) Land acquisition: Identification of the 100% (hundred per cent) land at the time of bid submission and within 7 (seven) months of the execution of the PPA, submission of documents/ Lease Agreement to establish possession/ right to use 100 % (hundred per cent) of the required land in the name of the Solar Power Generator or its Affiliate. In case the land is in the name of Affiliate, the land should be

transferred in the name of Solar Power Generator prior to Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Procurer, in case of default of the Solar Power Generator.

b) No Objection Certificate (NoC)/Environmental clearance (if applicable) for the Project.

c) Forest Clearance (if applicable) for the land for the Project.

d) Approval for Water from the concerned authority (if applicable) required for the Project.

e) A letter from State Transmission Utility (STU)/Central Transmission Utility (CTU) [or Solar Power Park Developer, in case of selected site being a solar park] confirming technical feasibility of connectivity of the plant to STU/CTU substation. If the Project site is located in the same State as the Procurer/End Procurer, State Govt. shall endeavor to provide necessary support to facilitate the connectivity of the plant to STU/CTU substation.

4. BID STRUCTURE

4.1. **Bid Package**: The bids will be designed in terms of a package. The minimum size of a package should be 50 MW, in order to have economies of scale. Notwithstanding this, on due consideration of availability of land and transmission facility, smaller bid packages can be kept in case of North-Eastern States, Special Category States, and Projects outside Solar Parks. The bidder has to quote for an entire package. The Procurer may also choose to specify the maximum capacity that can be allotted to a single bidder including its Affiliates[1] keeping in mind factors such as economies of scale, land availability, expected competition and need for development of the market.

4.2. **Bids in Power/Energy Terms:** The Procurer may choose to invite the bids in (a) Power Capacity (MW) terms or (b) Energy Quantity (kWh or million units i.e. MU) terms.

4.3. **Bidding Parameters:** For procurement of electricity, the Procurer may opt for either 'Tariff as Bidding Parameter' or 'Viability Gap Funding **(VGF)** as Bidding Parameter'.

4.3.1. **Tariff as the Bidding Parameter:** In this case, the bidding parameter shall be the tariff quoted by the bidder. The Procurer may select either of the following kinds of tariff based Bidding: (a) fixed tariff in Rs./kWh for 25 (twenty-five) years or more or (b) escalating tariff in Rs./kWh with pre-defined quantum of annual escalations fixed in Rs./kWh and number of years from which such fixed escalation will be provided. The Procurer shall specify that the tariff quoted by the bidder cannot be more than the tariff for grid-connected solar PV power plants, notified by the Appropriate Commission, if any, for the financial year in which the bids are invited. The Procurer may disclose in the RfS, the prevailing incentives like the Generation Based Incentive (GBI) or such other incentives, to the Solar Power Generators.

4.3.2. **VGF as the Bidding Parameter:** It involves a mechanism wherein a pre-determined tariff is offered to the Solar Power Generator along with a financial assistance, to enable the Solar Power Generator to supply power at this tariff. For VGF based Bidding, the Procurer shall specify the following before issuance of RfS: (a) Pre-determined tariff payable to the selected Solar Power Generator for the duration of the PPA and the Maximum amount of Viability Gap Funding (VGF) for the Solar Power Generator(s). The bidders shall have to submit their bids quoting the VGF support required by them. The bidders who do not want to avail the VGF support, may offer in their bids, a discounted tariff, lower than the pre-determined tariff offered by the Procurer, The Procurer is required to specify a suitable VGF safeguard mechanism in the RfS and the Project agreements, to provide a framework for the VGF disbursement agency for recovery of VGF amounts in case the Project is not developed and/or operated in accordance with the Project agreements, duly balancing market practice in terms of lender's requirements.

5. POWER PURCHASE AGREEMENT

The draft PPA proposed to be entered into with the successful bidder and draft PSA (if applicable) shall be issued along with the RfS. Standard provisions to be incorporated as part of this PPA shall include *inter alia* the following, which, unless otherwise specified herein, shall be provided for, on a back to back basis in the PSA:

5.1. **PPA Period:** As the PPA period influences the tariff by determining the period over which the investment is returned to the investor/ SPD, longer PPA is favoured for lower tariffs. The PPA period should thus be not less than 25 (twenty-five) years from the date of the Scheduled Commissioning Date (SCD). The Solar Power

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

Generators are free to operate their plants after the expiry of the PPA period in case the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators so provide. It is hereby clarified that in cases where the Project site is specified by the Procurer to be located either in a Solar Park or otherwise, the responsibility of the Procurers to arrange for the land in terms of Clauses 3.2.1 and 3.2.2 shall be limited for the PPA period.

5.2. Quantum of Power/ Energy to Be Procured: The procurement of power could either be in power (MW) terms or in energy (kWh or Million Units, i.e. MU) terms.

5.2.1. Procurement in Power Terms (MW):

a) In case of procurement in power (MW) terms, the range of Capacity Utilisation Factor (CUF) will be indicated in the bidding documents. Calculation of CUF will be on yearly basis. In case the project generates and supplies energy less than the energy corresponding to the minimum CUF, the Solar Power Generator will be liable to pay to the Procurer, penalty for the shortfall in availability below such contracted CUF level. The amount of such penalty will be in accordance with the terms of the PPA, which shall ensure that the Procurer is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at PPA tariff.

b) In case the availability is more than the maximum CUF specified, the Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, the same may be done at 75% (seventy-five per cent) of the PPA tariff, and provision to this effect shall be clearly indicated in the RfS document.

5.2.2. Procurement in Energy Terms: In case of procurement in energy (kWh or Million Units, i.e. MU) terms, and not in power (MW) terms, the range of permissible capacity of the plant in terms of MW(AC) shall be clearly specified by the Procurer in the RfS. The Procurer will also specify the **Contracted Energy Quantity (CEQ)**, including a minimum supply obligation below which the developer will be required to pay damages to the Procurer and a guaranteed energy offtake upto which the Procurer will be bound to purchase all energy generated and supplied by the developer. Any excess generation shall be treated in the same manner as specified in clause 5.2.1(b).

5.2.3. Repowering: The Solar Power Generators will be free to re-power their plants from time to time during the PPA duration. However, the Procurer will be obliged to buy power only within the range of CUF (or CEQ, as relevant), specified in the PPA. Any excess generation will be dealt as specified in clause 5.2.1(b) of these Guidelines.

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

5.3.1. Scenario 1: Direct Procurement by Procurer from Solar Power Generator:

The Procurer shall provide payment security to the Solar Power Generator through:

a) **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing from the Project under consideration;

AND,

b) **Payment Security Fund,** which shall be suitable to support payment for at least 3 (three) months' billing of all the Projects tied up with such fund;

c) In addition to a) & b) above, the Procurer may also choose to provide **State Government Guarantee,** in a legally enforceable form, ensuring that there is adequate security to the Solar Power Generator, both in terms of payment of energy charges and termination compensation if any.

5.3.2. Scenario 2: Intermediary-Procurer procures from the Solar Power Generator and sells to the End Procurer:

a) Payment Security by Intermediary Procurer to the Solar Power Generator:

The Intermediary Procurer shall provide payment security to the Solar Power Generator through:

i. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing from the Project under consideration;

AND

ii. **Payment Security Fund,** which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund.

b) Payment Security by End Procurer to Intermediary Procurer:

The End Procurer shall provide payment security to the Intermediary Procurer through:

i. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing from the Project(s) under consideration;

AND,

ii. **State Government Guarantee,** in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any. *[for the purpose of this clause, the Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government shall qualify as State Government Guarantee covering the security for payment of energy charges].* The Intermediary Procurer shall ensure that upon invoking this guarantee, it shall at once, pass on the same to the Solar Power Generator, to the extent the payments to the Solar Power Generator in terms of the PPA are due.

iii. In addition to i) & ii) above, the End Procurer may also choose to provide **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund.

It is hereby clarified that the State Government guarantee shall be invoked only after the Intermediary Procurer has been unable to recover its dues under the PPA by means of the Letter of Credit and the Payment Security Fund, if any.

5.4. **Force Majeure:** The PPA shall contain provisions with regard to force majeure definitions, exclusions, applicability and available relief on account of Force Majeure, as per the industry standards.

5.5. **Generation Compensation for Offtake Constraints:** The Procurer may be constrained not to schedule power on account of unavailability of the Transmission Infrastructure / Grid or in the eventuality of a Backdown.

5.5.1. Offtake constraints due to Transmission Infrastructure / Grid Unavailability:

a) **Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint):** After the scheduled commissioning date, if the plant is ready but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable to the Solar Power Generator, leading to offtake constraint, the provision for generation compensation is as follows:

Transmission Constraint	Provision for Generation Compensation
If the plant is ready but the necessary power evacuation/ transmission infrastructure is not ready, leading to offtake constraint	a) The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, and in cases where the contract is in energy terms, proportionate value of CEQ, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 3 (three) Contract Years, shall be procured by the Procurer at the PPA tariff so as to offset this loss. b) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized for compensating the generation loss. The mechanism for compensating the developers will be spelt out in the tender documents. *Contract Year, shall be as defined in PPA.*

However, it is clarified that if the plant is ready before SCD, but the offtake is constrained because of inadequate/ incomplete power evacuation infrastructure, no compensation shall be permissible.

b) **Generation Compensation in offtake constraints due to Grid Unavailability**: During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Solar Power

Generator. In such cases the generation compensation shall be addressed by the Procurer in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	***Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability during the contract year)]*** *Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year* The excess generation by the SPD equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years. *Contract Year, shall be as defined in PPA.*

Provided that as an alternative to the mechanism provided above in Clause 5.5.1, the Procurer may choose to provide Generation Compensation, in terms of PPA tariff, for the Generation loss as defined in Clause 5.5.1, and for Grid unavailability beyond 50 hours in a Contract Year as defined in the PPA.

5.5.2. **Offtake constraints due to Backdown:** The Solar Power Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of "must-run" to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (**LDC**). In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Generator shall be eligible for a Minimum Generation Compensation, from the Procurer, in the manner detailed below.

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	***Minimum Generation Compensation =*** ***50% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff]*** *Where, Average Generation per hour during the month (kWh) =* *Total generation in the month (kWh) ÷ Total hours of generation in the month*

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on this Generation Compensation. Possible conditions for exclusion of Generation Compensation, on account of Backdown purposes, shall be clearly specified in the RfS and the PPA.

5.6. EVENT OF DEFAULT AND THE CONSEQUENCES THEREOF

While detailed provisions with regard to the event of default of the concerned parties and its resulting consequences shall be detailed in the SBDs, this clause lays down the broad principles of contractually dealing with the default of the Solar Power Generator and the Procurers (excluding the Intermediary Procurer).

5.6.1. Generator Event of Default and the consequences thereof:

a) In the event the Solar Power Generator is unable to commission the plant within the stipulated time period, or fails to supply power in terms of the PPA, or assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure

period, as may be provided in the PPA, the Solar Power Generator shall be construed to be in default.

b) Upon being in default, the Solar Power Generator shall be liable to pay to the Procurer, damages, as detailed in the PPA, The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

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

5.6.2. Procurer Event of Default and the consequences thereof:

a) If the Procurer is in default on account of reasons including inter alia failure to pay the monthly and/or supplementary bills within the stipulated time period or repudiation of the PPA, the defaulting Procurer shall, subject to the prior consent of the Solar Power Generator, novate its part of the PPA to any third party, including its Affiliates within the stipulated period.

b) In the event the aforesaid novation is not acceptable to the Solar Power Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Solar Power Generator may terminate the PPA and at its discretion require the defaulting Procurer to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity as detailed in the PPA or, (ii) pay to the Solar Power Generator, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Solar Power Generator.

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

5.7. CHANGE IN LAW

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

5.7.2. In these Guidelines, the term Change in Law shall refer to the occurrence of any of the following events after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Generator; or (v) any change in the rates of any Taxes which have a direct effect on the Project. However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends.

6. BIDDING PROCESS

6.1. The Procurer shall call for the bids adopting a single stage bidding process to be conducted through Electronic mode (e-bidding). The Procurers may adopt e-reverse auction if it so desires. E-procurement platforms with a successful track record and with adequate safety, security and confidentiality features will be used. In case of a Solar Park specific Project, intimation about the initiation of the bidding process shall be given by the Procurer to the SPPD. The SPPD has to engage actively in the bidding process by providing all the necessary land and infrastructure related details and making the same available in centralized data rooms accessible to bidders.

6.2. The Procurer shall invite the Solar Power Generators to participate in the RfS for installation of Solar Photovoltaic Power Plants in terms of these Guidelines.

6.3. The bidding documents including the RfS and the draft PPA shall be prepared by the Procurer in consonance with these Guidelines and the SBDs. The Procurer shall also arrange the access of the bidders to the drafts of Implementation Support Agreement and land related agreements, in case the Project is required to be set up in a Solar Park.

6.4. The Procurer shall publish the RfS notice in at least two national newspapers and its own website to accord wide publicity.

6.5. The Procurer shall provide opportunity for pre-bid conference to the prospective bidders, and shall provide written interpretation of the tender documents to any bidder which shall also be made available to all other bidders. All the concerned parties shall rely solely on the written communication. Any clarification or revision to the bidding documents shall be uploaded on the website of the Procurer for adequate information. In the event of the issuance of any revision or amendment of the bidding documents, the bidders shall be provided a period of at least 7 (days) therefrom, for submission of bids.

7. RFS DOCUMENT

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

7.1. Bid Responsiveness

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

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

7.2. Qualification requirements to be met by the bidders:

7.2.1. Technical Criteria:

The Government would like to encourage competition by way increased participation. However, in order to ensure proper implementation of the Projects, the Procurer may choose to specify Technical Criteria such as past experience of the bidders etc. Such criteria should be set after an assessment of the number of project developers that are expected to meet the criteria so that an adequate level of competition is achieved.

7.2.2. Financial Criteria:

a) Net-worth:

i. The Procurer shall specify financial criteria in the form of net-worth as a part of the qualification requirement. The net-worth requirement should be at least 20% (twenty per cent) of the CERC Benchmark Capital Cost, if any, for solar PV power projects for the year in which bids are invited or the estimated project cost.

ii. The net worth to be considered for the above purpose will be the cumulative net-worth of the bidding company or consortium together with the networth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.

iii. It is clarified that the networth to be considered for this clause will be the total networth as calculated in accordance with the Companies Act.

b) Liquidity:

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

7.3. Quantum of the Earnest Money Deposit (EMD)

Quantum of the Earnest Money Deposit (**EMD**) in the form of a bank guarantee, to be furnished by the bidders. The EMD shall stand forfeited in the event of failure of the Solar Power Generator to execute the PPA within the stipulated time period.

7.4. Compliance of FDI Laws by foreign bidders

In case a Foreign Company is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

8. BID SUBMISSION AND EVALUATION

8.1. Formation of consortium by bidders shall be permitted, in which case the consortium shall identify a lead member which shall be the contact point for all correspondences during the bidding process. The Procurer may specify technical and financial criteria, and lock in requirements for the lead member of the consortium.

8.2. The Procurer shall constitute committee for evaluation of the bids (**Evaluation Committee**), with at least three members, including at least one member with expertise in financial matters/bid evaluation.

8.3. The bidders may be required to submit non-refundable processing fee and/or project development fee as specified in the RfS.

8.4. The bidders shall be required to submit separate technical and price bids. The bidders shall also be required to furnish necessary bid-guarantee in the form of an EMD along with the bids.

8.5. The technical bids shall be evaluated to ensure that the bids submitted meet the eligibility criteria set out in the RfS document on all evaluation parameters. Only the bids that meet the evaluation criteria set out in the RfS shall be considered for further evaluation on the price bids.

8.6. To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and the Procurer still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.

8.7. The price bid shall be rejected, if it contains any deviation from the tender conditions. No clarifications shall normally be requested from bidders at this stage.

8.8. Bid evaluation methodology to be adopted by the Procurer for evaluating the bids:

8.8.1. The bid evaluation mechanism shall be as follows, depending upon the tariff structure which has been adopted by the Procurers in terms of these Guidelines:

a) **In the case of Bidding involving Tariff as the parameter**, the comparison of bids shall be on the basis of the bidding criteria as specified in the RfS, i.e. the fixed tariff or the first year tariff. Ranking of the bidders will start from the bidder quoting the "lowest tariff (L1)".

b) **In the case of Bidding involving VGF as the parameter,** the bids shall be evaluated based on VGF support quoted. The bidders will have to submit bids quoting a single positive number in INR required by the bidder as VGF support. The bidders cannot quote negative VGF. The bidders, who quote NIL VGF, may submit their bid by offering a discounted tariff, lower than the pre-determined tariff offered by the Procurer. Ranking of the bidders will start from the bidder quoting the "lowest tariff (L1)" to the bidder quoting "maximum VGF (H1)".

8.9. The detail procedure for evaluation of the bid and selection of the bidder shall be provided for in the RfS.

9. INDICATIVE TIME TABLE FOR BID PROCESS

9.1. In the bidding process, a minimum period of 30 (thirty) days shall be allowed between the issuance of RfS documents and the last date of bid submission. The indicative timetable for the bidding process is indicated in Annexure-I. In normal circumstances, the bidding process is likely to be completed in a period of 120 (one hundred twenty) days.

9.2. The Procurer may give extended timeframe than indicated in the Annexure-I and this shall not be construed as deviation to the Guidelines.

10. CONTRACT AWARD AND CONCLUSION

10.1. The PPA shall be signed with the successful bidder/ project company or an SPV formed by the successful bidder.

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

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

10.4. Subject to provisions of the Act, the distribution licensee or the Intermediary Procurer, as the case, shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act.

11. BANK GUARANTEES

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

11.1. **Earnest Money Deposit (EMD),** to be fixed by the Procurer [but not to be more than 2% (two percent) of the Solar PV power project cost, as determined by CERC, if any, for the financial year in which the bids are invited or the estimated project cost], to be submitted in the form of a bank guarantee along with response to RfS.

11.2. **Performance Bank Guarantee (PBG),** to be fixed by the Procurer [but not to be more than 4% (four percent), in case of site specified by the Procurer, and 5% (five percent), in case of site selected by the Solar Power Generator, of the Project cost, as determined by CERC, if any, for the financial year in which the bids are invited or the estimated project cost] to be submitted at the time of signing of the PPA. In addition to the other remedies, this PBG can be encashed to recover any damages/dues of the Solar Power Generator in terms of the PPA. It is hereby clarified that the damages/dues recovered by the Intermediary Procurer by encashing the PBG, upon the default of the Solar Power Generator under the PPA, shall be passed on by the Intermediary Procurer to the End Procurer in terms of the PSA.

12. FINANCIAL CLOSURE

The Solar Power Generator shall attain the financial closure in terms of the PPA, within 7 (seven) months from the date of execution of the Power Purchase Agreement.

Failing the aforesaid, the Procurer shall encash the PBG unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause 3.2.1 and Clause 3.2.2 or delay in allotment of land by the Government not owing to any action or inaction on the part of the Solar Power Generator or caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by the Procurer, on the sole request of the Solar Power Generator, on payment of a penalty as specified in the PPA. This extension will not have any impact on the SCD. Any penalty paid so, shall be returned to the Solar Power Generator without any interest on achievement of successful commissioning within the SCD.

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

13.1. The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD (as defined in Clause 15), except with the prior approval of the Procurer. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of the Procurer. However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control[2] till 1 (one) year from the COD, except with the prior approval of the Procurer. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer.

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

13.3. In the event the Solar Power Generator is in default to the lender(s), lenders shall be entitled to undertake **"Substitution of Promoter"** in concurrence with the Procurers.

14. COMMISSIONING

14.1. Part Commissioning:

Part commissioning of the Project shall be accepted by Procurer subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) commissioning shall be 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCD will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCD.

14.2. Early Commissioning:

The Solar Power Generator shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD. In cases of early part-commissioning, till SCD, the Procurer may purchase the generation till SCD, at 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCD, the Procurer may purchase the generation at PPA Tariff.

[2] The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors.

14.3. Commissioning Schedule:

The Projects shall be commissioned within a period of 13 (thirteen) months from the date of execution of the PPA. However, Projects with a capacity of 250 MW and above, if being developed outside a Solar park, shall be commissioned within a period of 15 (fifteen) months from the date of execution of the PPA. Delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties on the Solar Power Generator, as detailed out in PPA. In case of site specified by the Procurer, any delay in handing over land to the Solar Power Generator in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land in terms of Clause 3.2.1 (a).

15. COMMERCIAL OPERATION DATE (COD):

Commercial Operation Date (COD) shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

16. TRANSMISSION CONNECTIVITY

16.1. The Solar Power Plant shall be designed for inter-connection with (a) a Pooling Substation where other projects also inter-connect prior to the STU / CTU substation or, (b) directly with the STU / CTU substation; through a dedicated transmission line at the appropriate voltage level, as specified by the Procurer. The entity responsible for the construction of the relevant substation and transmission lines shall be clearly specified in the bidding documents. Depending on the implementation arrangements and design of the evacuation system, the capital costs of the transmission lines and substations prior to the STU / CTU substation may either be directly paid by the Solar Power Generator, or paid by the SPPD or another implementation agency and claimed from the Solar Power Generator as directly attributed or apportioned and recovered in lump sum or as payments over the years.

16.2. In cases, where the Project site is not specified by the Procurer, the responsibility of getting Transmission Connectivity and Access to the transmission system owned by the STU / CTU will lie with the Solar Power Generator and shall be at the cost of Solar Power Generator.

16.3. In cases, where the Project site specified by the Procurer is not in a Solar Park, the Procurer could choose to require the Solar Power Generator to bear the responsibility and cost of getting Transmission Connectivity and Access.

16.4. In cases where the Procurer specifies a solar park where the Project is to be located, penalties, fines and charges imposed by the CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the Solar Power Generator to the extent the delay is attributable to the Solar Power Generator and the balance by the Procurer.

16.5. The Metering Point, which is the point at which energy supplied to the Procurer shall be measured, shall be the low voltage bus bar of the STU / CTU substation. In case of solar parks, the metering point is the final evacuation STU / CTU substation with which the internal transmission from all the pooling substations is connected. All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the Solar Power Generators without any reimbursement by the Procurer. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Procurers. Arrangements shall be put in place for either the CTU / STU to bill these expenses directly to the Projects in proportion to their capacity or the normative generation from Projects sharing common infrastructure or to bill the SPPD which may recover the same directly from the Procurer or from the Solar Power Generator who may in turn seek re-imbursement from the Procurer.

17. TECHNICAL SPECIFICATIONS

Procurers shall promote commercially established and operational technologies to minimize the technology risk and to achieve the commissioning of the Projects. The detailed technical parameters, for Solar PV Power Projects to be selected, shall be specified by MNRE from time to time. The current parameters are indicated in Annexure II.

18. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

In case there is any deviation from these Guidelines and/or the SBDs, the same shall be subject to approval by the Appropriate Commission. The Appropriate Commission shall approve or require modification to the bid documents within a reasonable time not exceeding 90 (ninety) days.

19. ARBITRATION

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

20. CLARIFICATION AND MODIFICATION TO GUIDELINES

If any difficulty arises in giving effect to any provision of these Guidelines or interpretation of the Guidelines or modification to the Guidelines, Ministry of New & Renewable Energy is empowered to do the same in consultation with Ministry of Power. The decision in this regard shall be binding on all the parties concerned.

SHALINI PRASAD, Addl. Secy.

Annexure - I

Annexure I - Time Table for Bid Process

Sl. No.	Event	Elapsed Time from Zero date
1.	Date of issue of RfS Project specific draft Power Purchase Agreements and other draft Project Agreements, and the PSA, if applicable.	Zero date
2.	Bid clarification, conferences, opening of online Data Room to share all Project specific details including site, if specified by Procurer etc. & revision of RfS	**
3.	RfS Bid submission	30 days
4.	Evaluation of bids and issue of LOI	120 days
5.	Signing of PPA and the PSA(if applicable).	150 days

** In case of any change in RfS document, the Procurer shall provide the bidders additional time in accordance with clause 6.5 of these Guidelines.

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

Annexure-II

Annexure II - Technical Requirements for Grid Connected Solar PV Power Plants

The following are some of the technical measures required to ensure quality of equipment used in grid connected solar photovoltaic power projects:

1. SPV Modules

1.1. The SPV modules used in the grid solar power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

1.2. In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

2. Power Conditioners/ Inverters

The Power Conditioners/ Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068 -2/IEC 62093
EM Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical safety	IEC 62103/ IEC 62109-1&2
Anti-Islanding Protection	IEEE 1547/IEC 62116/UL 1741 or equivalent BIS Standards

3. Other Sub-systems/ Components:

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. Authorized Test Centers

The PV modules/Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centers in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member Labs abroad will be acceptable.

5. Warranty

PV modules used in grid solar power plants must be warranted for output wattage, which should not be less than 90% (ninety per cent) at the end of 10 (ten) years and 80% (eighty per cent) at the end of 25 (twenty-five) years.

6. Identification and Traceability

Each PV module used in any solar power project must use a RF identification tag. The following Information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions.)

i. Name of the manufacturer of PV Module

ii. Name of the Manufacturer of Solar cells

iii. Month and year of the manufacture (separately for solar cells and module)

iv. Country of origin (separately for solar cells and module)

v. I-V curve for the module at Standard Test Condition (1000 W/m^2, AM 1.5, 25^0C)

vi. Wattage, I_m, V_m and FF for the module

vii. Unique Serial No and Model No of the module

viii. Date and year of obtaining IEC PV module qualification certificate

ix. Name of the test lab issuing IEC certificate

x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7. Performance Monitoring:

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8. Safe Disposal of Solar PV Modules:

The developers will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

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F. No. 283/3/2018-GRID SOLAR
भारत सरकार / Government of India
नवीन और नवीकरणीय ऊर्जा मंत्रालय/ Ministry of New & Renewable Energy
ग्रिड सौर ऊर्जा प्रभाग / Grid Solar Power Division

Block No. 14, C.G.O. Complex,
Lodi Road, New Delhi – 110003
Dated: 02.04.2018

OFFICE MEMORANDUM

Sub: Clarification to Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects, notified on 03.08.2017, under clause 20 of these Guidelines

1. Reference is invited to the *"Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects"* notified on 03.08.2017.

2. "As per Clause 5.7.2 of said Guidelines, the term 'Change in Law' includes any change in the rates of any Taxes which have a direct effect on the Project.

3. ***In order to bring more clarity and remove uncertainty, it is hereby clarified that the term 'change in the rates of any taxes' as mentioned in clause 5.7.2 of "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" notified on 03.08.2017, includes "change in rates of taxes, duties and cess."***

4. This clarification issues with the concurrence of Ministry of Power vide their O.M. No. 23/27/2017-R&R dated 28.03.2018, and approval of Hon'ble Minister of State (I/C) (Power & NRE) .

(Sanjay Karndhar)
Scientist-C
Email: karndhar.sg@nic.in
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To

1. **The Secretary,** Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi – 110003.

Copy to:

1. MD, SECI
2. CMD, NTPC
3. Secretaries (including Addl. Chief Secretary/ Principal Secretary), Energy/ Power of all States/UTs
4. PS to Hon'ble Minister (Power & NRE),
5. PPS to Secretary, MNRE
6. PPS to AS, MNRE
7. PPS to AS & FA, MNRE
8. PPS to JS (GKG), MNRE
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10. Dir (NIC), MNRE for uploading on MNRE website

रजिस्ट्री सं० डी० एल०-33004/99 REGD. NO. D. L.-33004/99

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विद्युत मंत्रालय

संकल्प

नई दिल्ली,14 जून, 2018

ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के जरिए बिजली की खरीद के लिए दिशा-निर्देशों में संशोधन.

सं.23/27/2017-आरएंडआर.—1.0 विद्युत अधिनियम, 2003 की धारा 63 के उपबंधों के अधीन ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के जरिए बिजली की खरीद के लिए दिशा-निर्देश दिनांक: 03 अगस्त, 2017 को भारत के राजपत्र (असाधारण), (भाग-1, खंड-1) में संकल्प सं.23/27/2017-आरएंडआर के द्वारा अधिसूचित किए गए।

2.0 दिनांक: 03 अगस्त, 2017 के उक्त दिशा-निर्देशों में एतद्वारा निम्नलिखित संशोधन किए जाते हैं:

2.1 बिंदु संख्या 3.2.3 (क) का पैरा:

"भूमि अधिग्रहण:

बोली प्रस्तुत किए जाने के समय 100 प्रतिशत (शत-प्रतिशत) भूमि की पहचान और 7 (सात) महीने के भीतर पीपीए का निष्पादन, सौर विद्युत उत्पादक अथवा उससे सम्बद्ध पक्ष के नाम में अपेक्षित भूमि का कब्जा/100 प्रतिशत (शत-प्रतिशत) इस्तेमाल का अधिकार स्थापित करने के लिए दस्तावेज प्रस्तुत करना/लीज अनुबंध करना। यदि भूमि सम्बद्ध पक्ष के नाम पर हो, तो उत्पादन प्रारंभ होने की निर्धारित तारीख (एससीडी) से पहले भूमि सौर ऊर्जा उत्पादक के नाम स्थानांतरित की जानी चाहिए। जहां प्राइवेट भूमि के लीज का मामला हो, तो सौर विद्युत उत्पादक के डिफॉल्ट होने के मामले में, लीज के अंतर्गत भूमि ऋणदाता या खरीददार को हस्तांतरित किए जाने की अनुमति दी जानी चाहिए।"

निम्नानुसार पढ़ा जाए:

"भूमि अधिग्रहण:

पीपीए पर हस्ताक्षर होने के 12 (बारह) महीने के भीतर, सौर विद्युत उत्पादक अथवा उससे सम्बद्ध पक्ष के नाम में अपेक्षित भूमि का कब्जा/100 प्रतिशत (शत-प्रतिशत) इस्तेमाल का अधिकार स्थापित करने के लिए दस्तावेज प्रस्तुत करना/लीज अनुबंध करना। यदि भूमि सम्बद्ध पक्ष सहित किसी अन्य संस्था के नाम पर हो, तो उत्पादन प्रारंभ होने की निर्धारित तारीख (एससीडी) से पहले भूमि/भूमि पट्टा अधिकार को सौर ऊर्जा उत्पादक के नाम स्थानांतरित की जानी चाहिए। जहां प्राइवेट भूमि के लीज का मामला हो, तो सौर विद्युत उत्पादक के डिफॉल्ट होने के मामले में, लीज के अंतर्गत भी भूमि पट्टा अधिकार ऋणदाता या खरीददार को हस्तांतरित किए जाने की अनुमति दी जानी चाहिए।"

2.2 बिंदु संख्या 12 का पैरा:

"वित्तीय समाप्ति

सौर ऊर्जा जेनरेटर पीपीए की शर्तों के अनुसार विद्युत खरीद समझौते पर हस्ताक्षर होने की तारीख से 7 (सात) महीनों में वित्तीय समापन हासिल कर लेगा।

ऐसा न होने पर खरीददार पीबीजी का नकदीकरण करा सकता है बशर्ते देरी का कारण खंड 3.2.1 और खंड 3.2.2 के अनुसार सरकार द्वारा खरीददार को जमान के आबंटन में देरी रहा हो, न कि सोलर पावर उत्पादक के कृत्य/अकृत्य जैसे किसी अपरिहार्य कारण से, लेकिन वित्तीय समापन के लिए खरीददार को और समय देने के बारे में विचार किया जा सकता है जो तभी किया जाएगा जब सोलर पावर जेनरेटर पीपीए निर्दिष्ट जुर्माने का भुगतान कर दे। इस विस्तार का एससीडी पर कोई असर नहीं पड़ेगा और जो भी जुर्माना दिया जाएगा वह एससीडी की अवधि में सोलर पावर जेनरेटर के सफलतापूर्वक चालू होने पर बिना ब्याज के लौटा दिया जाएगा।"

निम्नानुसार पढ़ा जाए:

"वित्तीय समाप्ति

सौर ऊर्जा जेनरेटर पीपीए की शर्तों के अनुसार विद्युत खरीद समझौते पर हस्ताक्षर होने की तारीख से 12 (बारह) महीनों में वित्तीय समापन हासिल कर लेगा। तथापि, यदि किसी कारण से, वित्तीय समापन हासिल करने की समयावधि को इन दिशा-निर्देशों में दी गई समयावधि से कम रखने की जरूरत है, खरीददार ऐसा कर सकता है।

ऐसा न होने पर खरीददार पीबीजी का नकदीकरण तब तक नही करा सकता है जब तक देरी का कारण खंड 3.2.1 और खंड 3.2.2 के अनुसार सरकार द्वारा खरीददार को जमीन के आबंटन में देरी रहा हो, न कि सोलर पावर उत्पादक के कृत्य/अकृत्य जैसे किसी अपरिहार्य कारण से, लेकिन वित्तीय समापन के लिए खरीददार को और समय देने के बारे में विचार किया जा सकता है जो तभी किया जाएगा जब सोलर पावर जेनरेटर पीपीए निर्दिष्ट जुर्माने का भुगतान कर दे। इस विस्तार का एससीडी पर कोई असर नहीं पड़ेगा और जो भी जुर्माना दिया जाएगा वह एससीडी की अवधि में सोलर पावर जेनरेटर के सफलतापूर्वक चालू होने पर बिना ब्याज के लौटा दिया जाएगा।"

2.3 बिंदु संख्या 14.3 का पैरा :

"चालू होने की समय सारिणी

परियोजनाएं, पीपीए के निष्पादन की तारीख से 13 (तेरह) महीनों की अवधि में चालू होंगी, लेकिन 250 मेगावाट और इससे अधिक क्षमता की परियोजनाएं, अगर सोलर पार्क से बाहर लगाई जा रही हों तो पीपीए के निष्पादन की तारीख से 15 (पंद्रह) महीनों की अवधि में चालू हो जाना चाहिए, चालू करने की निर्धारित तारीख के बाद विलंब से शुरू होने पर सोलर पावर जेनरेटर पर पीपीए में निर्धारित समय-सारणी के प्रावधानों के अनुसार जुर्माना लगाने का प्रावधान होगा। अगर सोलर पावर जेनरेटर के लिए खरीददार द्वारा चुने गए स्थान के हस्तांतरण में निर्धारित समय-सारणी के अनुसार विलंब होने पर वित्तीय समापन और पूर्व निर्धारित निष्पादन तारीख भी तदनुसार आगे बढ़ जाएगा, बशर्ते परियोजना पूरी करने की समायवधि में विस्तार एक साल के लिए होगा। विस्तारित अवधि खंड 3.2.1(ए) के प्रावधानों के अनुसार बकाया 10 प्रतिशत भूमि के हस्तांतरण की तारीख बीत जाने के बाद से शुरू हो रहे 1 वर्ष की अवधि तक सीमित होगी।"

निम्नानुसार पढ़ा जाए :

"चालू होने की समय सारिणी

परियोजनाएं, पीपीए के निष्पादन की तारीख से 21 (इक्कीस) महीनों की अवधि में चालू होंगी, लेकिन 250 मेगावाट और इससे अधिक क्षमता की परियोजनाएं, अगर सोलर पार्क से बाहर लगाई जा रही हों तो पीपीए के निष्पादन की तारीख से 24

(चौबीस) महीनों की अवधि में चालू हो जानी चाहिए। तथापि, यदि किसी कारण से,दनियत चालू होने की समयावधि को इन दिशा-निर्देशों में दी गई समयावधि से कम रखने की जरूरत है, तो खरीददार ऐसा कर सकता है। चालू करने की निर्धारित तारीख के बाद विलंब से शुरू होने पर सोलर पावर जेनरेटर पर पीपीए में निर्धारित समय-सारणी के प्रावधानों के अनुसार जुर्माना लगाने का प्रावधान होगा। अगर सोलर पावर जेनरेटर के लिए खरीददार द्वारा चुने गए स्थान के हस्तांतरण में निर्धारित समय-सारणी के अनुसार विलंब होने पर वित्तीय समापन और पूर्व निर्धारित निष्पादन तारीख भी तद्नुसार आगे बढ़ जाएगी, बशर्ते परियोजना पूरी करने की समयावधि खंड 3.2.1(ए) के प्रावधानों के अनुसार बकाया 10 प्रतिशत भूमि के हस्तांतरण की तारीख बीत जाने के बाद से शुरू हो रहे 1 वर्ष की अवधि तक सीमित होगी।"

घनश्याम प्रसाद, मुख्य अभियंता

MINISTRY OF POWER
RESOLUTION

New Delhe, the 14th June, 2018

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

No. 23/27/2017-R&R.— 1.0 The Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects have been notified under the provisions of Section 63 of the Electricity Act, 2003 vide resolution No. 23/27/2017-R&R published in the Gazette of India (Extraordinary) (Part I—Section 1) on 3rd August, 2017.

2.0 The following amendments are hereby made in the said guidelines of 3rd August, 2017 namely:-

2.1 The Para at point No.3.2.3 (a): "Land acquisition: Identification of the 100% (hundred per cent) land at the time of bid submission and within 7 (seven) months of the execution of the PPA, submission of documents/ Lease Agreement to establish possession/ right to use 100 % (hundred per cent) of the required land in the name of the Solar Power Generator or its Affiliate. In case the land is in the name of Affiliate, the land should be transferred in the name of Solar Power Generator prior to Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Procurer, in case of default of the Solar Power Generator."

May be read as under:

"**Land acquisition**: Within 12(twelve) months of the execution of the PPA, submission of documents/ Lease Agreement to establish possession/ right to use 100 % (hundred per cent) of the required land in the name of the Solar Power Generator or its Affiliate. In case the land is in the name of any other entity, including Affiliate, the land/ land lease rights should be transferred in the name of Solar Power Generator prior to Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Solar Power Generator."

2.2 The Para at point No.12: "FINANCIAL CLOSURE

The Solar Power Generator shall attain the financial closure in terms of the PPA, within 7 (seven) months from the date of execution of the Power Purchase Agreement.

Failing the aforesaid, the Procurer shall encash the PBG unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause 3.2.1 and Clause 3.2.2or delay in allotment of land by the Government not owing to any action or inaction on the part of the Solar Power Generator or caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by the Procurer, on the sole request of the Solar Power Generator, on payment of a penalty as specified in the PPA. This extension will not have any impact on the SCD. Any penalty paid so, shall be returned to the Solar Power Generator without any interest on achievement of successful commissioning within the SCD."

May be read as under:

" FINANCIAL CLOSURE

The Solar Power Generator shall attain the financial closure in terms of the PPA, within 12 (twelve) months from the date of execution of the Power Purchase Agreement. However, if for any reason, the time period for attaining financial closure needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same.

Failing the aforesaid, the Procurer shall encash the PBG unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause 3.2.1 and Clause 3.2.2 or delay in allotment of land by the Government not owing to any action or inaction on the part of the Solar Power Generator or caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by the Procurer, on the sole request of the Solar Power Generator, on payment of a penalty as specified in the PPA. This extension will not have any impact on the SCD. Any penalty paid so, shall be returned to the Solar Power Generator without any interest on achievement of successful commissioning within the SCD."

2.3 The Para at point No.14.3:

"Commissioning Schedule:

The Projects shall be commissioned within a period of 13 (thirteen) months from the date of execution of the PPA. However, Projects with a capacity of 250 MW and above, if being developed outside a Solar park, shall be commissioned within a period of 15 (fifteen) months from the date of execution of the PPA. Delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties on the Solar Power Generator, as detailed out in PPA. In case of site specified by the Procurer, any delay in handing over land to the Solar Power Generator in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land in terms of Clause 3.2.1 (a)."

May be read as under:

"Commissioning Schedule:

The Projects shall be commissioned within a period of 21 (twenty one) months from the date of execution of the PPA. However, Projects with a capacity of 250 MW and above, if being developed outside a Solar park, shall be commissioned within a period of 24 (twenty four) months from the date of execution of the PPA. However, if for some reason, the scheduled commissioning period needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same. Delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties on the Solar Power Generator, as detailed out in PPA. In case of site specified by the Procurer, any delay in handing over land to the Solar Power Generator in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land in terms of Clause 3.2.1 (a)."

GHANSHYAM PRASAD , Chief Engineer (R&R)

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भारत का राजपत्र
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विद्युत मंत्रालय

संकल्प

नई दिल्ली, 3 जनवरी, 2019

ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के ज़रिए बिजली की खरीद के लिए दिशा-निर्देशों में संशोधन

सं. 23/27/2017-आर एंड आर.—1.0 विद्युत अधिनियम, 2003, की धारा 63 के उपबंधों के अधीन ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के ज़रिए बिजली की खरीद के लिए दिशा-निर्देश दिनांक : 03 अगस्त, 2017 को भारत के राजपत्र (असाधारण), (**भाग-I, खंड-1**) में संकल्प सं.23/27/2017-आरएंडआर के द्वारा अधिसूचित किए गए और दिनांक: 15 जून, 2018 को भारत के राजपत्र (असाधारण), (**भाग-I, खंड-1**) में संकल्प सं.23/27/2017-आरएंडआर के द्वारा संशोधित किए गए।

2.0 दिनांक: 15 जून, 2018 को संशोधित, दिनांक: **03** अगस्त, 2017 के उक्त दिशा-निर्देशों में एतद्वारा निम्नलिखित संशोधन किए जाते हैं:

2.1 बिंदु संख्या 9 **का पैरा**:

"9. बोली प्रक्रिया के लिए निर्दिष्ट समय सारणी

9.1 आरएफएस दस्तावेज जारी करने और बोली जमा कराने की अंतिम तारीख के बीच बोली प्रक्रिया की न्यूनतम अवधि 30 (तीस) दिन होगी। बोली प्रक्रिया के लिए संकेतात्मक समय सारणी संलग्नक-1 में दी गई है। सामान्य परिस्थितियों में बोली प्रक्रिया 120 (एक सौ बीस) दिन की अवधि में पूरी होने की संभावना होती है।

9.2 खरीदार संलग्नक-1 में वर्णित समय सीमा का विस्तार कर सकते हैं और इसे दिशा-निर्देशों का उल्लंघन नहीं समझा जाएगा।"

निम्नानुसार पढ़ा जाए:

"9. बोली प्रक्रिया के लिए निर्दिष्ट समय सारणी

9.1 आरएफएस दस्तावेज जारी करने और बोली जमा कराने की अंतिम तारीख के बीच बोली प्रक्रिया की न्यूनतम अवधि 22 (बाईस) दिन होगी। बोली प्रक्रिया के लिए संकेतात्मक समय सारणी संलग्नक-1 में दी गई है। सामान्य परिस्थितियों में बोली प्रक्रिया 110 (एक सौ दस) दिन की अवधि में पूरी होने की संभावना होती है।

9.2 खरीदार संलग्नक-1 में वर्णित समय सीमा का विस्तार कर सकते हैं और इसे दिशा-निर्देशों का उल्लंघन नहीं समझा जाएगा।"

2.2 **बिंदु संख्या 12 का पैरा:**

"12. वित्तीय समाप्ति

सौर ऊर्जा जनरेटर पीपीए की शर्तों के अनुसार विद्युत खरीद समझौते के निष्पादन की तारीख से 12 (बारह) (महीनों) में वित्तीय समापन हासिल कर लेगा। तथापि, यदि किसी कारण से, वित्तीय समापन हासिल करने की समयावधि को इन दिशा-निर्देशों में दी गई समयावधि से कम रखने की जरूरत है, तो खरीदार ऐसा कर सकता

ऐसा न होने पर खरीदार पीबीजी का नकदीकरण तब तक नहीं करा सकता जब तक देरी का कारण खंड 3.2.1 और खंड 3.2.2 के अनुसार सरकार द्वारा खरीददार को जमीन के आबंटन में देरी रहा हो, न कि सोलर पावर जनरेटर के कृत्य/अकृत्य अथवा किसी अप्रत्याशित कारण से हो। तथापि, केवल सोलर पावर जनरेटर के अनुरोध पर वित्तीय समापन के लिए खरीदार द्वारा और समय देने के बारे में विचार किया जा सकता है जो तभी किया जाएगा जब सोलर पावर जनरेटर पीपीए में निर्दिष्ट जुर्माने का भुगतान कर दे। इस विस्तार का एससीडी पर कोई असर नहीं पड़ेगा। जो भी जुर्माना दिया गया होगा वह एससीडी की अवधि में सोलर पावर जनरेटर के सफलतापूर्वक चालू होने पर बिना ब्याज के लौटा दिया जाएगा।"

निम्नानुसार पढ़ा जाए:

"12. वित्तीय समाप्ति

सौर विद्युत जनरेटर पीपीए की शर्तों के अनुसार, सोलर पार्क में लगायी जा रही परियोजनाओं के लिए, विद्युत खरीद समझौते के निष्पादन की तारीख से 9 (नौ) महीनों में और सोलर पार्क से बाहर लगायी जा रही परियोजनाओं के लिए, विद्युत खरीद समझौते के निष्पादन की तारीख से 12 (बारह) महीनों में वित्तीय समापन हासिल कर लेगा। तथापि, यदि किसी कारण से, वित्तीय समापन हासिल करने की समयावधि को इन दिशा-निर्देशों में दी गई समयावधि से कम रखने की जरूरत है, खरीदार ऐसा कर सकता

ऐसा न होने पर खरीदार पीबीजी का नकदीकरण तब तक नहीं करा सकता जब तक देरी का कारण खंड 3.2.1 और खंड 3.2.2 के अनुसार सरकार द्वारा खरीदार को जमीन के आबंटन में देरी रहा हो, न कि सोलर पावर जनरेटर के कृत्य/अकृत्य अथवा किसी अप्रत्याशित कारण से हो। तथापि, केवल सोलर पावर जनरेटर के अनुरोध पर वित्तीय समापन के लिए खरीदार द्वारा और समय देने के बारे में विचार किया जा सकता है जो तभी किया जाएगा जब सोलर पावर जनरेटर पीपीए निर्दिष्ट जुर्माने का भुगतान कर दे। इस विस्तार का एससीडी पर कोई असर नहीं पड़ेगा और जो भी जुर्माना दिया गया होगा वह एससीडी की अवधि में सोलर पावर जनरेटर के सफलतापूर्वक चालू होने पर बिना ब्याज के लौटा दिया जाएगा।"

2.3 **बिंदु संख्या 14.3 का पैरा:**

"14.3. चालू होने की समय सारणी

परियोजनाएं पीपीए के निष्पादन की तारीख से 21 (इक्कीस) महीनों की अवधि में चालू होंगी। तथापि, 250 मेगावाट और इससे अधिक क्षमता की परियोजनाएं अगर सोलर पार्क से बाहर लगायी जा रही हों तो पीपीए के निष्पादन की तारीख से 24 (चौबीस) महीनों की अवधि में चालू हो जानी तथापि, यदि किसी कारण से, पूर्वनिर्धारित निष्पादन अवधि इन दिशा-निर्देशों में दी गई समयावधि से कम रखने की जरूरत है, तो खरीदार ऐसा कर सकता चालू करने की निर्धारित तारीख के बाद विलंब से शुरू होने पर सोलर पावर जनरेटर पर पीपीए में उल्लिखिति प्रावधानों के अनुसार जुर्माना लगाने का प्रावधान होगा। अगर सोलर पावर जनरेटर के लिए खरीदार द्वारा निर्धारित भूमि के हस्तांतरण में निर्धारित समय-सारणी के अनुसार विलंब होने पर वित्तीय समापन और पूर्वनिर्धारित निष्पादन की तारीख भी तदनुसार आगे बढ़ जाएगी, बशर्ते परियोजना पूरी करने की

समयावधि खंड 3.2.1(ए) के प्रावधानों के अनुसार बकाया 10 प्रतिशत भूमि के हस्तांतरण की तारीख के बीत जाने के बाद से शुरू हो रही 1 वर्ष की अवधि तक सीमित होगी।"

निम्नानुसार पढ़ा जाए:

"14.3. चालू होने की समय सारणी

सोलर पार्क में लगायी जा रही परियोजनाएं, पीपीए के निष्पादन की तारीख से 15 (पंद्रह) महीनों की अवधि में चालू हो जानी चाहिए और सोलर पार्क से बाहर लगायी जा रही परियोजनाएं, पीपीए के निष्पादन की तारीख से 18 (अठारह) महीनों की अवधि में चालू हो जानी चाहिए। तथापि, यदि किसी कारण से, पूर्वनिर्धारित निष्पादन अवधि इन दिशा-निर्देशों में दी गई समयावधि से कम रखने की जरूरत है, तो खरीदार ऐसा कर सकता है। चालू करने की निर्धारित तारीख के बाद विलंब से शुरू होने पर सोलर पावर जनरेटर पर पीपीए में उल्लिखित प्रावधानों के अनुसार जुर्माना लगाने का प्रावधान होगा। अगर सोलर पावर जनरेटर के लिए खरीदार द्वारा निर्धारित भूमि के हस्तांतरण में निर्धारित समय-सारणी के अनुसार विलंब होने पर वित्तीय समापन और पूर्वनिधारित निष्पादन की तारीख भी तदनुसार आगे बढ़ जाएगी, बशर्ते परियोजना पूरी करने की समयावधि खंड **3.2.1**(ए) के प्रावधानों के अनुसार बकाया 10 प्रतिशत भूमि के हस्तांतरण की तारीख के बीत जाने के बाद से शुरू हो रही एक वर्ष की अवधि तक सीमित होगी।"

2.4 संलग्नक-I:

"संलग्नक-I: बोली प्रक्रिया के लिए समय-सारणी

क्रम सं.	कार्य	शुरुआत से बीता समय
1.	आरएफएस परियोजना के लिए विशिष्ट विद्युत खरीद समझौतों के मसौदे, अन्य परियोजना समझौतों के मसौदे और पीएसए, अगर लागू हों तो की तारीख ,	शून्य तारीख
2.	बोली के बारे में स्पष्टीकरण, कान्फ्रेंस, साइट समेत परियोजना से संबंधित तमाम विशिष्ट विवरणों को साझा करने के लिए ऑनलाइन डेटारूम खोलना (अगर खरीदार द्वारा कहा गया हो), और आरएफएस का संशोधन	**
3.	आरएफएस बोली भेजा जाना	30दिन
4.	बोलियों का मूल्यांकन और एलओआई जारी करना	120दिन
5.	पीपीए और पीएसए पर दस्तखत (अगर लागू हो)	150दिन

**आरएफएस दस्तावेज में किसी भी बदलाव की स्थिति में खरीदार इन दिशानिर्देशों के उपबंध 6.5 के अनुसार बोली लगाने वाले को अतिरिक्त समय देगा।

नोट : यह स्पष्ट किया जाता है कि अगर खरीदार बोली लगाने की प्रक्रिया में किसी कार्य में विलंब की वजह से उसे पूरा करने के लिए किसी कार्य के लिए बोलीदाता को अतिरिक्त समय देता है तो इस अतिरिक्त समय को इन दिशानिर्देशों में किसी भी तरह का विचलन नहीं माना जाएगा।"

निम्नानुसार पढ़ा जाए:

"संलग्नक-I : बोली प्रक्रिया के लिए समय-सारणी

क्रम सं.	कार्य	शुरुआत से बीता समय
1.	आरएफएस परियोजना के लिए विशिष्ट विद्युत खरीद समझौतों के मसौदे, अन्य परियोजना समझौतों के मसौदे और पीएसए, अगर लागू हों तो की तारीख ,	शून्य तारीख

2.	बोली के बारे में स्पष्टीकरण, कान्फ्रेंस, साइट समेत परियोजना से संबंधित तमाम विशिष्ट विवरणों को साझा करने के लिए ऑनलाइन डेटारूम खोलना (अगर खरीदार द्वारा कहा गया हो) और आरएफएस का संशोधन	**
3.	आरएफएस बोली भेजा जाना	22 दिन
4.	बोलियों का मूल्यांकन और एलओआई जारी करना	110 दिन
5.	पीपीए और पीएसए पर दस्तखत (अगर लागू हो)	140 दिन

**आरएफएस दस्तावेज में किसी भी बदलाव की स्थिति में खरीदार इन दिशानिर्देशों के उपबंध 6.5 के अनुसार बोली लगाने वाले को अतिरिक्त समय देगा।

नोट : यह स्पष्ट किया जाता है कि अगर खरीदार बोली लगाने की प्रक्रिया में किसी कार्य में विलंब की वजह से उसे पूरा करने के लिए किसी कार्य के लिए बोलीदाता को अतिरिक्त समय देता है तो इस अतिरिक्त समय को इन दिशानिर्देशों में किसी भी तरह का विचलन नहीं माना जाएगा"

घनश्याम प्रसाद, मुख्य अभियंता

MINISTRY OF POWER

RESOLUTION

New Delhi, the 3rd January, 2019

Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects

No. 23/27/2017-R&R.—1.0 The Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects have been notified under the provisions of Section 63 of the Electricity Act, 2003 vide resolution No. 23/27/2017-R&R published in the Gazette of India (Extraordinary) (Part I-Section) on 3rd August, 2017 and have been amended vide resolution No. 23/27/2017-R&R published in the Gazette of India (Extraordinary) (Part I-Section) on 15th June, 2018.

2.0 The following amendments are hereby made in the said guidelines of 3rd August, 2017, amended on 15th June 2018, namely:-

2.1 The Para at point No. 9:

"9. INDICATIVE TIME TABLE FOR BID PROCESS

9.1. In the bidding process, a minimum period of 30 (thirty) days shall be allowed between the issuance of RfS documents and the last date of bid submission. The indicative timetable for the bidding process is indicated in Annexure-I. In normal circumstances, the bidding process is likely to be completed in a period of 120 (one hundred twenty) days

9.2. The Procurer may give extended timeframe than indicated in the Annexure-I and this shall not be construed as deviation to the Guidelines."

May be read as under:

"9. INDICATIVE TIME TABLE FOR BID PROCESS

9.1. In the bidding process, a minimum period of 22 (twenty two) days shall be allowed between the issuance of RfS documents and the last date of bid submission. The indicative timetable for the bidding process is indicated in Annexure-I. In normal circumstances, the bidding process is likely to be completed in a period of 110 (one hundred ten) days

9.2. The Procurer may give extended timeframe than indicated in the Annexure-I and this shall not be construed as deviation to the Guidelines."

2.2 The Para at point No. 12:

"12. Financial Closure

The Solar Power Generator shall attain the financial closure in terms of the PPA, within 12 (twelve) months from the date of execution of the Power Purchase Agreement. However, if for any reason, the time period for attaining the financial closure needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same.

Failing the aforesaid, the Procurer shall encash the PBG unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause 3.2.1 and Clause 3.2.2 or delay in allotment of land by the Government not owing to any action or inaction on the part of the Solar Power Generator or caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by the Procurer, on the sole request of the Solar Power Generator, on payment of a penalty as specified in the PPA. This extension will not have any impact on the SCD. Any penalty paid so, shall be returned to the Solar Power Generator without any interest on achievement of successful commissioning within the SCD."

May be read as under:

"12. Financial Closure

Solar Power Generator shall attain the financial closure in terms of the PPA, within 9 (nine) months from the date of execution of the Power Purchase Agreement, for projects being set up in Solar park, and within 12 (twelve) months from the date of execution of the Power Purchase Agreement, for projects being set up outside Solar park. However, if for any reason, the time period for attaining the financial closure needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same.

Failing the aforesaid, the Procurer shall encash the PBG unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause 3.2.1 and Clause 3.2.2 or delay in allotment of land by the Government not owing to any action or inaction on the part of the Solar Power Generator or caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by the Procurer, on the sole request of the Solar Power Generator, on payment of a penalty as specified in the PPA. This extension will not have any impact on the SCD. Any penalty paid so, shall be returned to the Solar Power Generator without any interest on achievement of successful commissioning within the SCD."

2.3 The Para at point No. 14.3:

"14.3. Commissioning Schedule:

The Projects shall be commissioned within a period of 21 (twenty one) months, from the date of execution of the PPA. However, Projects with a capacity of 250 MW and above, if being developed outside a Solar park, shall be commissioned within a period of 24 (twenty four) months from the date of execution of the PPA. However, if for some reason, the scheduled commissioning period needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same. Delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties on the Solar Power Generator, as detailed out in PPA. In case of site specified by the Procurer, any delay in handing over land to the Solar Power Generator in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land in terms of Clause 3.2.1 (a)."

May be read as under:

"14.3. Commissioning Schedule:

"The projects shall be commissioned, within a period of 15 (fifteen) months from the date of execution of the PPA, for projects being set up in Solar park, and within a period of 18 (eighteen) months from the date of execution of the PPA, for projects being set up outside Solar park. However, if for some reason, the scheduled commissioning period needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same. Delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties on the Solar Power Generator, as detailed out in PPA. In case of site specified by the Procurer, any delay in handing over land to the Solar Power Generator in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land in terms of Clause 3.2.1 (a)."

2.4 The Annexure-I:

"Annexure I – Time-Table for Bid Process

Sl. No.	Event	Elapsed Time from Zero date
1.	Date of issue of RfS Project specific draft Power Purchase Agreements and other draft Project Agreements, and the PSA, if applicable.	Zero date
2.	Bid clarification, conferences, opening of online Data Room to share all Project specific details including site, if specified by Procurer etc. & revision of RfS	**
3.	RfS Bid submission	30 days
4.	Evaluation of bids and issue of LOI	120 days
5.	Signing of PPA and the PSA(if applicable).	150 days

** In case of any change in RfS document, the Procurer shall provide the bidders additional time in accordance with clause 6.5 of these Guidelines.

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

May be read as under:

"Annexure I – Time-Table for Bid Process

Sl. No.	Event	Elapsed Time from Zero date
1.	Date of issue of RfS Project specific draft Power Purchase Agreements and other draft Project Agreements, and the PSA, if applicable.	Zero date
2.	Bid clarification, conferences, opening of online Data Room to share all Project specific details including site, if specified by Procurer etc. & revision of RfS	**
3.	RfS Bid submission	22 days
4.	Evaluation of bids and issue of LOI	110 days
5.	Signing of PPA and the PSA(if applicable).	140 days

** In case of any change in RfS document, the Procurer shall provide the bidders additional time in accordance with clause 6.5 of these Guidelines.

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

GHANSHYAM PRASAD, Chief Engineer

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संकल्प

नई दिल्ली, 9 जुलाई, 2019

ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के ज़रिए बिजली की खरीद के लिए दिशा-निर्देशों में संशोधन

सं. 23/27/2017-आर एंड आर.—1.0 विद्युत अधिनियम, 2003, की धारा 63 के उपबंधों के अधीन ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के ज़रिए बिजली की खरीद के लिए दिशा-निर्देश दिनांक: 03 अगस्त, 2017 को भारत के राजपत्र (असाधारण), (भाग-I, खंड-1) में संकल्प सं. 23/27/2017-आरएंडआर के द्वारा अधिसूचित किए गए और दिनांक: 15 जून, 2018 को भारत के राजपत्र (असाधारण), (भाग- I, खंड-1) में संकल्प सं. 23/27/2017-आरएंडआर एवं 7 जनवरी, 2019 को भारत के राजपत्र (असाधारण), (भाग- I, खंड-1) में संकल्प सं. 23/27/2017-आरएंडआर के द्वारा संशोधित किए गए।

2.0 दिनांक: 15 जून, 2018 एवं 7 जनवरी, 2019 को संशोधित, दिनांक: 03 अगस्त, 2017 के उक्त दिशा-निर्देशों में एतद्वारा निम्नलिखित संशोधन किए जाते हैं:

2.1 बिंदु संख्या 11.2 का पैरा:

"**11.2** निष्पादन बैंक गारंटी (पीबीजी) का निर्धारण खरीदार द्वारा पीपीए प्रस्तुत करते समय किया जाएगा [लेकिन यह खरीदार द्वारा निर्दिष्ट स्थान होने पर केन्द्रीय विद्युत विनियामक आयोग द्वारा बोली आमंत्रित किये जाने वाले साल में परियोजना लागत के 4 प्रतिशत (चार प्रतिशत) से अधिक और सौर ऊर्जा उत्पादक द्वारा स्थान का चयन किये जाने की स्थिति में 5 प्रतिशत (पांच प्रतिशत) या अनुमानित परियोजना लागत से अधिक नहीं होना चाहिए]। अन्य उपायों के अलावा सोलर पावर जनरेटर को विद्युत

खरीद समझौते की शर्तों में निर्दिष्ट प्रावधानों के संदर्भ में किसी तरह का नुकसान होने/देयताएं उत्पन्न होने पर पीबीजी का नकदीकरण किया जा सकेगा। यहां यह स्पष्ट किया जाता है कि मध्यस्थ खरीदार द्वारा पीपीए की शर्तों के अनुसार सोलर पावर जनरेटर में किसी प्रकार की चूक होने पर पीबीजी के नकदीकरण के जरिए क्षतिपूर्ति/देययताएं वसूले जाने की स्थिति में क्षति/देयता पीएसए की शर्तों के अनुसार मध्यस्थ खरीदार द्वारा आखिरी खरीदार को अंतरित कर दी जाएगी।"

निम्नानुसार पढ़ा जाए:

"11.2 निष्पादन बैंक गारंटी (पीबीजी) का निर्धारण खरीदार द्वारा पीपीए प्रस्तुत करते समय किया जाएगा [लेकिन यह खरीदार द्वारा निर्दिष्ट स्थान होने पर केन्द्रीय विद्युत विनियामक आयोग द्वारा बोली आमंत्रित किये जाने वाले साल में परियोजना लागत के 4 प्रतिशत (चार प्रतिशत) से अधिक और सौर ऊर्जा उत्पादक द्वारा स्थान का चयन किये जाने की स्थिति में 5 प्रतिशत (पांच प्रतिशत) या अनुमानित परियोजना लागत से अधिक नहीं होना चाहिए]। अन्य उपायों के अलावा सोलर पावर जनरेटर को विद्युत खरीद समझौते की शर्तों में निर्दिष्ट प्रावधानों के संदर्भ में किसी तरह का नुकसान होने/देयताएं उत्पन्न होने पर पीबीजी का नकदीकरण किया जा सकेगा। यहां यह स्पष्ट किया जाता है कि मध्यस्थ खरीदार द्वारा पीपीए की शर्तों के अनुसार सोलर पावर जनरेटर में किसी प्रकार की चूक होने पर पीबीजी के नकदीकरण के जरिए क्षतिपूर्ति/देययताएं वसूले जाने की स्थिति मे क्षति/देयता, 'ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के ज़रिए बिजली की खरीद के लिए दिशा-निर्देशों' की धारा 5.3.2.क.ii के उपबंधों के अधीन मध्यस्थ खरीदार द्वारा अनुरक्षित भुगतान सुरक्षा निधि में जमा कर दी जाएगी।"

2.2 बिंदु संख्या 13 का पैरा:

"13. न्यूनतम चुकता शेयर पूंजी का प्रोमोटर द्वारा रखा जाना

13.1 सफल बोलीदाता अगर एकल कंपनी हो तो उसे यह सुनश्चित करना होगा कि एसपीवी/पीपीए पर दस्तखत करने वाली कंपनी में उसकी हिस्सेदारी सीओडी (जिसे अनुच्छेद 15 में परिभाषित किया गया है) की तारीख से 1 (एक) साल पहले खरीदार की पूर्वानुमति कि बिना किसी भी समय 51 (इक्यावन) प्रतिशत से नीचे न पहुंचे।अगर सफल बोलीदाता कंपनियों का समूह हो तो इस स्थिति में एसपीवी/पीपीए पर दस्तखत करने वाली परियोजना कंपनी में समूह की कंपनियों की संयुक्त हिस्सापूंजी खरीदार की पूर्वानुमति के बिना सीओडी से 1 (एक) साल पहले किसी भी वक्त 51(इक्यावन) प्रतिशत से नीचे नहीं पहुंचनी चाहिए। लेकिन अगर सफल बोलीदाता स्वयं ही पीपीए कर रहा हो तो उसे यह सुनिश्चित करना होगा कि उसके प्रोमोटर सीओडी से 1 (एक) साल पहले तक खरीदार की अनुमति के बिना कंपनी पर अपना नियंत्रण[2] खत्म न होने दें। ऐसी स्थिति में यह भी जरूरी होगा कि सफल बोलीदाता अपने प्रोमोटरों और उनकी हिस्सापूंजी के बारे में खरीदार के साथ विद्युत खरीद समझौते पर दस्तखत करने से पहले सूचनाएं उपलब्ध करा दें।

13.2 सीओडी से 1 (एक) साल पूरा हो जाने के बाद हिस्सापूंजी में कोई भी बदलाव खरीदार को सूचना देकर किया जा सकता है।

13.3 अगर सोलर पावर जनरेटर ने किसी ऋणदाता (ओं) की देनदारी चुकाने में चूक की हो तो ऋणदाता को इस बात का अधिकार होगा कि वह खरीदारों की सहमति से'प्रोमोटर बदल' सके।

निम्नानुसार पढ़ा जाए:

"13. न्यूनतम चुकता शेयर पूंजी का प्रोमोटर द्वारा रखा जाना

13.1 सफल बोलीदाता अगर एकल कंपनी हो तो उसे यह सुनश्चित करना होगा कि एसपीवी/पीपीए पर दस्तखत करने वाली कंपनी में उसकी हिस्सेदारी सीओडी (जिसे अनुच्छेद 15 में परिभाषित किया गया है) की तारीख से 3 (तीन) साल पहले खरीदार की पूर्वानुमति कि बिना किसी भी समय समय 51 (इक्यावन) प्रतिशत से नीचे न पहुंचे। अगर सफल बोलीदाता कंपनियों का समूह हो तो इस स्थिति में एसपीवी/पीपीए पर दस्तखत करने वाली परियोजना कंपनी में समूह की कंपनियों की संयुक्त हिस्सापूंजी खरीदार की पूर्वानुमति के बिना सीओडी से 3 (तीन) साल पहले किसी भी वक्त 51 (इक्यावन) प्रतिशत से नीचे नहीं पहुंचनी चाहिए। सफल बोलीदाता को यह सुनिश्चित करना होगा कि उसके प्रोमोटर सीओडी से 3 (तीन) साल पहले तक खरीदार की अनुमति के बिना बोलीदाता कंपनी / कंपनियों के समूह पर अपना नियंत्रण[2] खत्म न होने दें। ऐसी स्थिति में यह भी जरूरी होगा कि सफल बोलीदाता अपने प्रोमोटरों और उनकी हिस्सापूंजी के बारे में खरीदार के साथ विद्युत खरीद समझौते पर दस्तखत करने से पहले सूचनाएं उपलब्ध करा दें।

13.2 सीओडी से 3 (तीन) साल पूरा हो जाने के बाद हिस्सापूंजी में कोई भी बदलाव खरीदार को सूचना देकर किया जा सकता है।

13.3 अगर सोलर पावर जनरेटर ने किसी ऋणदाता (ओं) की देनदारी चुकाने में चूक की हो तो ऋणदाता को इस बात का अधिकार होगा कि वह खरीदारों की सहमति से 'प्रोमोटर बदल' सके।"

[2]'नियंत्रण' शब्द का अर्थ है स्वामित्व, ऐसी कंपनी के 50 प्रतिशत (पचास प्रतिशत) से अधिक वोटिंग शेयरों का प्रत्यक्ष या परोक्ष रूप से स्वामित्व, अथवा बहुसंख्य निदेशकों की नियुक्ति का अधिकार।

2.3 बिंदु संख्या 20 का पैरा:

"20. दिशानिर्देशों के बारे में स्पष्टीकरण और संशोधन

अगर इन दिशानिर्देशों के किसी प्रावधान को लागू करने या दिशानिर्देशों की व्याख्या अथवा इनमें संशोधन में कोई अड़चन आती है तो नवीन एवं नवीकरणीय ऊर्जा मंत्रालय को इस बात का अधिकार है कि वह विद्युत मंत्रालय के परामर्श से यह कार्य पूरा करे। इस संबंध में सभी संबद्ध पक्ष किसी भी निर्णय को मानने को बाध्य होंगे।"

निम्नानुसार पढ़ा जाए:

"20. दिशानिर्देशों के बारे में स्पष्टीकरण और संशोधन

अगर इन दिशानिर्देशों के किसी प्रावधान को लागू करने या दिशानिर्देशों की व्याख्या अथवा इनमें संशोधन में कोई अड़चन आती है तो नवीन एवं नवीकरणीय ऊर्जा मंत्रालय को इस बात का अधिकार है कि वह मंत्री, नवीन एवं नवीकरणीय ऊर्जा, केअनुमोदन से यह कार्य पूरा करे। इस संबंध में सभी संबद्ध पक्ष किसी भी निर्णय को मानने को बाध्य होंगे।"

घनश्याम प्रसाद, मुख्य अभियंता (आरएंडआर)

MINISTRY OF POWER

RESOLUTION

New Delhi, the 9th July, 2019

Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects

No. 23/27/2017-R&R.—1.0 The Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects have been notified under the provisions of Section 63 of the Electricity Act, 2003 vide resolution No. 23/27/2017-R&R published in the Gazette of India (Extraordinary) (Part I-Section) on 3rd August, 2017 and have been amended vide resolution No. 23/27/2017-R&R published in the Gazette of India (Extraordinary) (Part I-Section) on 15th June, 2018 and resolution No. 23/27/2017-R&R published in the Gazette of India (Extraordinary) (Part I-Section) on 7th January, 2019.

2.0 The following amendments are hereby made in the said guidelines of 3rd August, 2017, amended on 15th June 2018 and 7th January, 2019 namely:-

2.1 The Para at point No. 11.2:

> **"11.2** Performance Bank Guarantee (PBG), to be fixed by the Procurer [but not to be more than 4% (four per cent), in case of site specified by the Procurer, and 5% (five per cent), in case of site selected by the Solar Power Generator, of the Project cost, as determined by CERC, if any, for the financial year in which the bids are invited or the estimated project cost] to be submitted at the time of signing of the PPA. In addition to the other remedies, this PBG can be encashed to recover any damages/dues of the Solar Power Generator in terms of the PPA. It is hereby clarified that the damages/dues recovered by the Intermediary Procurer by encashing the PBG, upon the default of the Solar Power Generator under the PPA, shall be passed on by the Intermediary Procurer to the End Procurer in terms of the PSA."

May be read as under:

> **"11.2** Performance Bank Guarantee (PBG), to be fixed by the Procurer [but not to be more than 4% (four per cent), in case of site specified by the Procurer, and 5% (five per cent), in case of site selected by the Solar Power Generator, of the Project cost, as determined by CERC, if any, for the financial year in which the bids are invited or the estimated project cost] to be submitted at the time of signing of the PPA. In addition to the other remedies, this PBG can be encashed to recover any damages/dues of the Solar Power Generator in terms of the PPA. It is hereby clarified that the damages/dues recovered by the Intermediary Procurer by encashing the PBG, upon the default of the Solar Power Generator under the PPA, shall be credited to the Payment Security Fund to be maintained by the Intermediary Procurer under Clause 5.3.2.a.ii. of 'Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects'."

2.2 The Para at point No. 13:

> **"13. MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY THE PROMOTER**
>
> **13.1.** The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD (as defined in Clause 15), except with the prior approval of the Procurer. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of the Procurer. However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control[2] till 1 (one) year from the COD, except with the prior approval of the Procurer. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer.
>
> **13.2.** Any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken under intimation to Procurer.
>
> **13.3.** In the event the Solar Power Generator is in default to the lender(s), lenders shall be entitled to undertake **"Substitution of Promoter"** in concurrence with the Procurers."

May be read as under:

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

13.1. The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 3 (three) years from the COD (as defined in Clause 15), except with the prior approval of the Procurer. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 3 (three) years from the COD, except with the prior approval of the Procurer. Further, the successful bidder shall ensure that its promoters shall not cede control[2] of the bidding company/ consortium till 3 (three) years from the COD, except with the prior approval of the Procurer. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer.

13.2. Any change in the shareholding after the expiry of 3 (three) years from the COD can be undertaken under intimation to Procurer.

13.3. In the event the Solar Power Generator is in default to the lender(s), lenders shall be entitled to undertake **"Substitution of Promoter"** in concurrence with the Procurers."

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[2]The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors.

2.3 The Para at point No. 20:

"20. CLARIFICATION AND MODIFICATION TO GUIDELINES

If any difficulty arises in giving effect to any provision of these Guidelines or interpretation of the Guidelines or modification to the Guidelines, Ministry of New & Renewable Energy is empowered to do the same in consultation with Ministry of Power. The decision in this regard shall be binding on all the parties concerned."

May be read as under:

"20. CLARIFICATION AND MODIFICATION TO GUIDELINES

If any difficulty arises in giving effect to any provision of these Guidelines or interpretation of the Guidelines or modification to the Guidelines, Ministry of New & Renewable Energy is empowered to do the same, with the approval of Minister, New & Renewable Energy. The decision in this regard shall be binding on all the parties concerned."

GHANSHYAM PRASAD, Chief Engineer (R&R)

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नवीन और नवीकरणीय उर्जा मंत्रालय

संकल्प

नई दिल्ली, 22 अक्तूबर, 2019

ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के ज़रिए बिजली की खरीद के लिए दिशा-निर्देशों में संशोधन

सं॰ 283/57/2018- ग्रिड सोलर .—1.0 ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के ज़रिए बिजली की खरीद के लिए दिशा-निर्देशों को विद्युत अधिनियम, 2003 की धारा 63 के प्रावधानों के अंतर्गत संकल्प सं॰ 23/27/2017-आर एंड आर द्वारा 3 अगस्त, 2017 को भारत के राजपत्र (असाधारण) (भाग-1 - खण्ड-1) में अधिसूचित किया गया है तथा दिनांक 15 जून, 2018 के भारत के राजपत्र (असाधारण) (भाग-1 - खण्ड-1) में प्रकाशित संकल्प सं॰ 23/27/2017- आर एंड आर, 7 जनवरी, 2019के भारत के राजपत्र (असाधारण) (भाग-1 - खण्ड-1) में प्रकाशित संकल्प सं॰ 23/27/2017-आर एंड आर तथा 11 जुलाई, 2019 के भारत के राजपत्र (असाधारण) (भाग-1 - खण्ड-1) में प्रकाशित संकल्प सं॰ 23/27/2017-आर एंड आर के माध्यम से संशोधित किया गया है।

2.0 दिनांक 3 अगस्त, 2017 के उपरोक्त दिशानिर्देशों में, जिन्हें दिनांक 15 जून, 2018, 7 जनवरी, 2019 तथा 11 जुलाई, 2019 को संशोधित किया गया था,निम्न संशोधन किए जाते हैं:-

2.1 बिन्दु संख्या 2.1.1(ग) पर पैरा:

"2.1.1(ग) 'मध्यस्थ खरीदार'और 'अंतिम खरीदार':

i. कुछ मामलों में विभिन्न सौर विद्युत उत्पादकों से खरीदी गई सौर विद्युत को एकत्रित करने और उसे वितरण लाइसेंसी को बेचने, अथवा क्रेडिट प्रोफ़ाइल बढ़ाने के लिए वितरण लाइसेंसी और उत्पादक ('सौर विद्युत उत्पादक') के बीच, एक मध्यस्थ की आवश्यकता हो सकती है। इन दिशा-निर्देशों के प्रयोजन के लिए, ऐसे मामलों में,"खरीदार" एक व्यापारी होगा, जो सौर विद्युत उत्पादकों से बिजली खरीदेगा और उसे एक या

अधिक वितरण लाइसेंसियों को बेचेगा, ऐसे में, बिजली खरीदने वाले वितरण लाइसेंसी "अंतिम खरीदार" होंगे और व्यापारी "मध्यस्थ खरीदार" कहलाएगा।

ii. मध्यस्थ खरीदार सौर विद्युत उत्पादक के साथ पीपीए पर हस्ताक्षर करेगा और साथ ही अंतिम खरीदार के साथ भी विद्युत बिक्री समझौते (पीएसए) पर हस्ताक्षर करेगा। पीएसए में पीपीए के सम्बद्ध प्रावधान एक के बाद एक शामिल होंगे। अंतिम खरीदार द्वारा मध्यस्थ खरीदार को समुचित आयोग द्वारा अधिसूचित (अथवा ऐसी अधिसूचना के अभाव में मध्यस्थ खरीदार और अंतिम खरीदार द्वारा आपसी सहमति से तय की गई) दर से व्यापारिक लाभ प्रदान किया जाएगा।

iii. ऐसे मामलों में मध्यस्थ खरीदार, जहां तक सौर विद्युत की खरीद के लिए इन दिशा निर्देशों का अनुपालन करेगा, उस सीमा तक यह समझा जाएगा कि सौर विद्युत की खरीद के लिए अंतिम खरीदार द्वारा इन नियमों का अनुपालन किया जा रहा है।"

को इस तरह पढ़ा जाए:

"2.1.1(ग) "मध्यस्थ खरीदार'और 'अंतिम खरीदार'

i. **(क)**•कुछ मामलों में विभिन्न सौर विद्युत उत्पादकों से खरीदी गई सौर विद्युत को एकत्रित करने और उसे वितरण लाइसेंसी (यों) को बेचने, अथवा क्रेडिट प्रोफ़ाइल बढ़ाने के लिए वितरण लाइसेंसी और उत्पादक ('सौर विद्युत उत्पादक') के बीच, एक मध्यस्थ, की आवश्यकता हो सकती है। इन दिशा-निर्देशों के प्रयोजन के लिए, ऐसे मामलों में,"खरीदार" एक व्यापारी होगा, जो सौर विद्युत उत्पादकों से बिजली खरीदेगा और उसे एक या अधिक वितरण लाइसेंसियों को बेचेगा, ऐसे में, बिजली खरीदने वाले वितरण लाइसेंसी "अंतिम खरीदार" होंगे और व्यापारी "मध्यस्थ खरीदार" कहलाएगा।

(ख)•बशर्ते कि विभिन्न सौर विद्युत उत्पादकों से खरीदकर एकत्रित की गई विद्युत,मध्यस्थ खरीदार द्वारा अंतिम खरीदारों को किसी वर्ष की एक अवधि (1 जनवरी से 30 जून तक) अथवा (1 जुलाई से 31 दिसम्बर तक) के दौरान प्राप्त विभिन्न बोलियों के भारित औसत शुल्कों पर बेची जा सकेगी। तथापि, यदि जरूरत हो तो, एमएनआरई द्वारा इस अवधि/तारीखों में बदलाव किया जा सकता है। भारित औसत की गणना ऐसी सभी बोलियों से प्राप्त शुल्क के लिए की जाएगी,जहां मध्यस्थ खरीदार द्वारा इसकाविशेष तौर पर उल्लेख हो कि यह बोली अंतिम खरीदार द्वारा भुगतान किए जाने वाले भारित औसत शुल्क के निर्धारण के लिए, एक विनिर्दिष्ट अवधि के दौरान जारी की जाने वाली बोलियों के समूह (बंडल) का हिस्सा होगी ।यह बंडलिंग (भारित औसत की प्रक्रिया) केवल उसी मध्यस्थ खरीदार द्वारा जारी बोलियों के लिए की जाएगी। मध्यस्थ खरीदार इस समयावधि के दौरान भारित औसत दर को प्रमाणित करने के लिए सक्षम प्राधिकारी होगा।

(ग)•भारित औसत की गणना के लिए प्रत्येक सफल बोली शुल्क के लिए भार आवंटित किया जाएगा जो कि बोली के कुल स्वीकार्य क्षमता के बराबर होगा। अर्थात nबोलियों के लिए भारित औसत शुल्क होगा:-

$$t_{avg} = (w_1 \times t_1 + w_2 \times t_2 + \ldots\ldots w_n \times t_n) \div (w_1 + w_2 + \ldots\ldots w_n)$$

जहां पर,

t_{avg} = भारित औसत शुल्क

w_i = सफल बोली 'i' द्वाराप्राप्त की गई क्षमता

t_i = सफल बोली 'i' के लिए शुल्क

तथा 'i'में भिन्नता1से n तक है

(घ)•1 जनवरी से 30 जून तक की बोलियों के लिए भारित औसत शुल्क को **"जून शुल्क"** कहा जाएगा और 1 जुलाई से 31 दिसम्बर तक की बोलियों के लिए भारित औसत शुल्क को **"दिसंबर शुल्क"** कहा जाएगा।

(ङ)•यदि कोई परियोजना शुरु नहीं हो पाती या शुरु होने के बाद स्थायी रूप से उत्पादन बंद हो जाता है, तो ऐसी परियोजना की क्षमता को हटा दिया जाएगा और नए भारित औसत शुल्क की गणना करके उसे लागू किया जाएगा।

(च)•ऐसी बोलियाँ जिनमें टुकड़ों या हिस्सों में परियोजनाएं स्थापित की जानी हो, जहाँ मध्यस्थ खरीदार द्वारा यह विशेष रूप से प्रावधान किया गया है कि यह बोली, बोलियों के बंडल का भाग होगी, तोपहले खंड में स्थापित होने वाली परियोजनाओं को उसी जनवरी-जून या जुलाई-दिसंबर के ब्लॉक में जारी की गई बोलियों के साथ बंडल किया जा सकता है, जिस ब्लॉक से संबंधित बोली हो। ऐसे मामलों में, बोली के अनुसार, यदि दूसरे खंड की उत्पादन प्रारंभ होने की निर्धारित तारीख (एस.सी.डी.), पहले खंड की एस.सी.डी. से 6 महीने से कम समय की है, तो दूसरे खंड को क्रम में आने वाले अगले ब्लॉक के साथ बंडल किया जा सकता है। ऐसे मामले में, बोली के अनुसार, यदि दूसरे खंड की एस.सी.डी., पहले खंड की एस.सी.डी. से 6 महीने से अधिक समय के बाद है, तो दूसरे खंड को क्रम में आ रहे अगले के अगले ब्लॉक के साथ बंडल किया जा सकता है। अगले सभी खंडों के लिए इसी सिद्धांत का पालन किया जा सकता है।

(छ)•1 जनवरी,2020 से पहले जारी की गई बोलियों के लिए, और जहाँ इन दिशा-निर्देशों के अनुसार बंडलिंग का प्रावधान विशेष रूप से प्रदान किया गया है, मध्यस्थ खरीदार, इन दिशा-निर्देशों के उपरोक्त प्रावधानों का पालन करते हुए, अंतिम खरीदार को सौर ऊर्जा बेच सकता है।

ii. **(क)**•मध्यस्थ खरीदार सौर ऊर्जा उत्पादक के साथ विद्युत खरीद समझौता (पीपीए) पर हस्ताक्षर करेगा और साथ ही अंतिम खरीदार के साथ भी विद्युत बिक्री करार (पीएसए) पर हस्ताक्षर करेगा।पीएसए के प्रावधान पीपीए के संबंधित प्रावधान के अनुसार होंगे एवं दरें खंड 2.1.1(ग) के अनुसार होंगी। पीएसए पर शुरुआत में बोली तय होने के आधार पर,"जून शुल्क" या "दिसंबर शुल्क" की दरों पर हस्ताक्षर किए जा सकेंगे और बाद में "जून शुल्क" या "दिसंबर शुल्क" की गणना होने पर, पीएसए में इसका उल्लेख किया जा सकता है।

(ख)•अंतिम खरीदार द्वारा रु. 0.07/किलोवाट घंटा का ट्रेडिंग मार्जिन मध्यस्थ खरीदार को देय होगा।

iii. जहां मध्यस्थ खरीदार ने सौर विद्युत की ख़रीदारी के लिए इन दिशानिर्देशों का पालन किया है, ऐसा मान लिया जाएगा कि अंतिम खरीदार ने सौर विद्युत खरीदने के लिए इन दिशानिर्देशों का पालन किया है।

2.2 बिन्दु सं. 3.2.3(क) पर पैरा

3.2.3(क):"भूमि अधिग्रहण: पीपीए पर हस्ताक्षर होने के 12 (बारह) महीने के भीतर, सौर विद्युत उत्पादक अथवा उससे सम्बद्ध पक्ष के नाम में अपेक्षित भूमि का कब्जा/100 प्रतिशत (शत-प्रतिशत) इस्तेमाल का अधिकार स्थापित करने के लिए दस्तावेज प्रस्तुत करना/लीज अनुबंध करना। यदि भूमि सम्बद्ध पक्ष सहित किसी अन्य संस्था के नाम पर हो, तो उत्पादन प्रारंभ होने की निर्धारित तारीख (एससीडी) से पहले भूमि/भूमि पट्टा अधिकार को सौर ऊर्जा उत्पादक के नाम स्थानांतरित की जानी चाहिए। जहां प्राइवेट भूमि के लीज का मामला हो, तो सौर विद्युत उत्पादक के डिफॉल्ट होने के मामले में, लीज के अंतर्गत भी भूमि पट्टा अधिकार ऋणदाता या खरीददार को हस्तांतरित किए जाने की अनुमति दी जानी चाहिए।"

को इस तरह पढ़ा जाए:

3.2.3(क):"भूमि अधिग्रहण:परियोजना शुरू होने की निर्धारित तारीख (एससीडी) को अथवा उससे पूर्व, कम से कम पीपीए की पूरी अवधि के लिए,सौर विद्युत उत्पादक के नाम पर अपेक्षित भूमि का कब्जा होना/100 प्रतिशत (शत-प्रतिशत) इस्तेमाल करने के अधिकार को प्रमाणित करने के लिए दस्तावेज प्रस्तुत करना/पट्टा करार का अनुबंध प्रस्तुत

करना। जहां प्राइवेट भूमि के लीज का मामला हो, तो सौर विद्युत उत्पादक के डिफॉल्ट होने के मामले में, लीज के अंतर्गत भी भूमि पट्टा अधिकार ऋणदाता या खरीददार को हस्तांतरित किए जाने की अनुमति दी जानी चाहिए।"

2.3 बिन्दु संख्या 5.3.2(क) पर पैरा

"5.3.2(क) मध्यस्थ खरीदार द्वारा सौर विद्युत उत्पादक को दी जाने वाली भुगतान सुरक्षा:

मध्यस्थ खरीदार सौर विद्युत उत्पादक को निम्नांकित के जरिये भुगतान सुरक्षा प्रदान करेगा:

i. विचारणीय परियोजना से कम-से-कम एक महीने की औसत बिलिंग राशि के लिए **रिवाल्विंग लेटर ऑफ क्रेडिट (एलसी)** की व्यवस्था होगी,

और,

ii. **भुगतान सुरक्षा निधि,** जो ऐसी निधि से सम्बद्ध सभी परियोजनाओं की कम-से-कम तीन महीने के बिलों के भुगतान के लिए उपयुक्त सहायता राशि होगी।"

को इस तरह पढ़ा जाए:

"5.3.2(क) मध्यस्थ खरीदार द्वारा सौर विद्युत उत्पादक को दी जाने वाली भुगतान सुरक्षा:

मध्यस्थ खरीदार सौर विद्युत उत्पादक को निम्नलिखित तरीके से भुगतान सुरक्षा प्रदान करेगा:

i. विचारणीय परियोजना के लिए कम-से-कम एक महीने की औसत बिलिंग राशि के बराबर **रिवाल्विंग लेटर ऑफ क्रेडिट (एलसी)** की व्यवस्था होगी;

और,

ii. **भुगतान सुरक्षा निधि,** जो ऐसी निधि से सम्बद्ध सभी परियोजनाओं की कम-से-कम तीन महीने के बिलों के भुगतान के लिए उपयुक्त सहायता राशि होगी। इस भुगतान सुरक्षा निधि के प्रयोजनार्थ, मध्यस्थ खरीददार,सौर विद्युत उत्पादक(कों) से सौर विद्युत परियोजनाओं के लिए 5.0 लाख रुपए प्रति मेगावाट (पाँच लाख रुपये प्रति मेगावाट)वसूल सकता है। ऐसे शुल्कों का प्रावधान आरएफएस में स्पष्ट रूप किया जायेगा तथा ये शुल्क मध्यस्थ खरीदार के लिए स्थापित भुगतान सुरक्षा निधि में जमा होंगे।"

2.4 बिन्दु सं॰ 5.3.2(ख) पर पैरा:

"5.3.2(ख) अंतिम खरीदार द्वारा मध्यस्थ खरीदार को भुगतान सुरक्षा:

अंतिम खरीदार मध्यस्थ खरीदार को निम्नांकित के जरिये भुगतान सुरक्षा प्रदान करेगा:

i. विचारणीय परियोजना से कम से कम एक महीने की औसत बिलिंग राशि के लिए **रिवाल्विंग लेटर ऑफ क्रेडिट (एलसी)** की व्यवस्था होगी;

और,

ii. **राज्य सरकार की गारंटी,** जो कानूनी रूप से प्रवर्तनीय होगी, जिससे ऊर्जा शुल्क भुगतान और टर्मिनेशन क्षतिपूर्ति, यदि कोई हो, दोनों के संदर्भ में पर्याप्त सुरक्षा मिलेगी। *[इस खंड के प्रयोजन के लिए, भारतीय रिजर्व बैंक, केन्द्र सरकार और राज्य सरकार के बीच हस्ताक्षरित तृतीय पक्ष समझौता राज्य सरकार की गारंटी के रूप में काम करेगा, जो ऊर्जा प्रभार के भुगतान के लिए सुरक्षा प्रदान करेगा।* मध्यस्थ खरीदार यह सुनिश्चित करेगा कि यह गारंटी लागू होने पर, वह उसे तत्काल सौर विद्युत उत्पादक को हस्तांतरित करेगा, ताकि पीपीए के संदर्भ में सौर विद्युत उत्पादक को देय भुगतान को कवर किया जा सके।

iii. उपरोक्त (i) और (ii) के अतिरिक्त, अंतिम खरीदार भी **भुगतान सुरक्षा निधि** का विकल्प चुन सकता है, जो ऐसी निधि से जुड़ी सभी परियोजनाओं के लिए कम से कम 3 (तीन) महीने के बिलों की भुगतान सुरक्षा के लिए उपयुक्त होगी।

एतदद्वारा यह स्पष्ट किया जाता है कि राज्य सरकार की गारंटी का उपयोग तभी किया जाएगा जब मध्यस्थ खरीदार पीपीए के तहत लेटर ऑफ क्रेडिट और भुगतान सुरक्षा निधि, यदि कोई हो, के माध्यम से अपनी देय राशि की वसूली में असमर्थ हो।

को इस तरह पढ़ा जाए:

"5.3.2(ख) अंतिम खरीदार द्वारा मध्यस्थ खरीदार को भुगतान सुरक्षा:

अंतिम खरीदार मध्यस्थ खरीदार को निम्नलिखित के जरिये भुगतान सुरक्षा प्रदान करेगा:

i. विचारणीय परियोजना के लिए कम से कम एक महीने की औसत बिलिंग राशि के बराबर **रिवाल्विंग लेटर ऑफ क्रेडिट (एलसी)** की व्यवस्था होगी;

और,

ii. **राज्य सरकार की गारंटी,** जो कानूनी रूप से प्रवर्तनीय होगी, जिससे ऊर्जा शुल्क भुगतान और टर्मिनेशन क्षतिपूर्ति, यदि कोई हो, दोनों के संदर्भ में पर्याप्त सुरक्षा मिलेगी। *[इस खंड के प्रयोजन के लिए, भारतीय रिजर्व बैंक, केन्द्र सरकार और राज्य सरकार के बीच हस्ताक्षरित त्रिपक्षीय समझौता राज्य सरकार की गारंटी के रूप में काम करेगा, जो ऊर्जा प्रभार के भुगतान के लिए सुरक्षा प्रदान करेगा]।* मध्यस्थ खरीदार यह सुनिश्चित करेगा कि यह गारंटी लागू होने पर, वह उसे तत्काल सौर विद्युत उत्पादक को हस्तांतरित करेगा, ताकि पीपीए के संदर्भ में सौर विद्युत उत्पादक को देय राशि का भुगतान किया जा सके।बशर्ते कि ऐसे मामलों में जहां अंतिम खरीदार के लिए न तो त्रिपक्षीय करार (टीपीए) लागू हो और न ही राज्य सरकार गारंटी देने में सक्षम हो, तो निम्न प्रक्रिया को अपनाया जायेगा:

ऐसी अनिवार्यताओं के लिए अंतिम खरीदार द्वारा मध्यस्थ खरीदार को रु.0.10/kWh के अतिरिक्त जोखिम प्रीमियम का भुगतान करने और इसे मध्यस्थ खरीदार द्वारा संचालित भुगतान सुरक्षा निधि में जमा करने का प्रावधान होगा।

iii. उपरोक्त (i) और (ii) के अतिरिक्त, अंतिम खरीदार **भुगतान सुरक्षा निधि** का विकल्प चुन सकता है जो ऐसी निधि से जुड़ी सभी परियोजनाओं के लिए कम से कम 3 (तीन) महीने के बिलों की भुगतान सुरक्षा के लिए उपयुक्त होगी।

एतद्वारा यह स्पष्ट किया जाता है कि राज्य सरकार की गारंटी का उपयोग तभी किया जाएगा जब मध्यस्थ खरीदार पीपीए के तहत लेटर ऑफ क्रेडिट और भुगतान सुरक्षा निधि, यदि कोई हो, के माध्यम से अपनी देय राशि की वसूली करने में असमर्थ हो।

2.5 बिंदु संख्या 5.4 पर पैरा:

"5.4 अप्रत्याशित घटनाएं: पीपीए में अप्रत्याशित घटनाओं (फॉर्स मोश्युर)के लिए प्रावधान किया जाएगा। इनमें अप्रत्याशित घटनाओं की परिभाषा, तत्संबंधी अपवाद, उनकी प्रयोज्यता और ऐसी घटनाएं होने की स्थिति में उद्योग मानदंड के अनुसार उपलब्ध राहत संबंधी प्रावधान शामिल हैं।"

को इस तरह पढ़ा जाए:

"5.4 अप्रत्याशित घटनाएं

5.4.1 अप्रत्याशित घटना की परिभाषा:'अप्रत्याशित घटना' (एफएम) से तात्पर्य निम्न में से किसी एक या अधिक कृत्यों, घटनाओं या परिस्थितियों या कृत्यों, घटनाओं या परिस्थितियों के संयोजन या तत्संबंधी परिणामों से होगा जिनके कारण से संगत विद्युत खरीद करार के तहत किसी पक्ष (प्रभावित पक्ष) के दायित्वों के निर्वहन में पूर्णतया अथवा आंशिक रूप से रुकावट अथवा अपरिहार्य विलंब हुआ है लेकिन यह केवल उस सीमा तक हो कि इस तरह की घटनाएं या परिस्थितियाँ प्रभावित पक्ष के प्रत्यक्ष या अप्रत्यक्ष रूप से उचित नियंत्रण में न हो और प्रभावित पक्ष द्वारा उचित ध्यान दिए जाने अथवा विवेकपूर्ण यूटिलिटी प्रक्रियाओं का अनुपालन करने पर भी इससे बचा नहीं जा सकता हो।

5.4.2 अप्रत्याशित घटनाओं का वर्गीकरण

5.4.2.1 प्राकृतिक अप्रत्याशित घटना

क) दैवीय घटना, जिसमें आकाशीय बिजली, सूखा, आग और विस्फोट (किसी स्थल बाह्य स्रोत के मूल से), भूकंप, ज्वालामुखी विस्फोट, भूस्खलन, बाढ़, चक्रवात, टाइफून अथवा टार्नेडो तो शामिल है, लेकिन इसका दायरा यहीं तक सीमित नहीं है, जिसे सक्षम राज्य/केन्द्रीय प्राधिकरण/एजेंसी (जैसा लागू हो) द्वारा घोषित/अधिसूचित किया गया हो अथवा खरीदार की संतुष्टि के लिए सत्यापित किया गया हो;

ख) रेडियोधर्मी संदूषण या आयनीकरण विकिरण, जो भारत में किसी स्रोत से उत्पन्न हुआ हो या उपरोक्त किसी अन्य अप्रत्याशित घटना का परिणाम हो, जिसमें ऐसी परिस्थितियाँ शामिल नहीं हैं, जहाँ संदूषण या विकिरण का स्रोत या कारण प्रभावित पक्ष द्वारा अथवा प्रभावित पक्ष द्वारा अनुबंधित व्यक्तियों द्वारा नियोजित या विद्युत परियोजना में अथवा उसके पास लाया जाता है अथवा लाया गया हो;

ग) परियोजना भूमि पर भूगर्भीय स्थितियों, विषाक्त संदूषण या पुरातात्विक अवशेषों की खोज जहाँ परियोजना भूमि के निरीक्षण के माध्यम से यथोचित खोज की उम्मीद नहीं की जा सकती थी; या

घ) पूर्वगामी के समान प्रकृति की कोई घटना या परिस्थितियाँ।

5.4.2.2 अप्राकृतिक अप्रत्याशित घटना

क) युद्ध (चाहे घोषित हो या अघोषित), आक्रमण, सशस्त्र संघर्ष की कार्रवाई या विदेशी शत्रु की कार्रवाई, नाकाबंदी, क्रांति, दंगा, विद्रोह, आतंकवादी या सैन्य कार्रवाई;

ख) राष्ट्र/राज्यव्यापी हड़ताल, तालाबंदी, बहिष्कार या अन्य औद्योगिक विवाद, जिसके लिए प्रभावित पक्ष सीधे और पूरी तरह से जिम्मेदार नहीं है, लेकिन इसमें प्रभावित पक्ष या उसके ठेकेदार तक सीमित हड़ताल या श्रमिक अशांति शामिल नहीं है;

ग) किसी भारतीय सरकारी साधन/राज्य सरकार द्वारा राष्ट्रीय हित में, राष्ट्रीयकरण या कोई अनिवार्य अधिग्रहण या किसी भौतिक परियोजना परिसम्पत्ति या उत्पादक के अधिकारों का अधिग्रहण, जिसके परिणामस्वरूप उत्पादक या उसके शेयरधारक,विद्युत खरीद करारके तहत अपने अधिकारों से वंचित (पूर्ण या आंशिक रूप से) होते हैं। बशर्ते कि इस तरह की कार्रवाई में उत्पादक या उत्पादक से संबंधित पक्षों द्वारा किसी लागू कानून या परमिट के उल्लंघन के परिणामस्वरूप, खरीदार या अन्य किसी सरकारी प्राधिकरण द्वारा कानूनी रूप से, निर्धारित उपायों या प्रतिबंधों का समावेश नहीं है;

घ) कोई सरकारी प्राधिकरण की कार्रवाई जिससे महत्वपूर्ण प्रतिकूल प्रभाव पड़ता हो, इसमें कानून में बदलाव तो शामिल है लेकिन यह केवल कानून में बदलाव तक ही सीमित नहीं है, यह तभी है जब इसके परिणामों पर इन दिशानिर्देशों के खंड 5.7 के प्रावधानों के तहत विचार नहीं किया जा सकता हो; कोई गैर-कानूनी या अप्राधिकृत या बिना अधिकार क्षेत्र के उत्पादक को परमिट देने अथवा ठेकेदारों द्वारा संगत पीपीए और/अथवा परियोजना दस्तावेजों के तहत अपने संबंधित दायित्वों को पूरा करने के लिए किसी मंजूरी,

लाइसेंस, प्राधिकार की प्राप्ति में निरसन, देरी या इनकार या बिना वैध कारण के नवीनीकरण करने या प्रदान करने में विफलता, बशर्ते कि वह विलंब, संशोधन, इनकार या निरसन उत्पादक या किसी ठेकेदार की ऐसे परमिट या मंजूरी, लाइसेंस, अधिकरण, जैसा भी मामला हो, प्रदान करने, रखरखाव या नवीनीकरण से संबंधित किसी भी शर्त का पालन करने में अक्षमता या विफलता के फलस्वरूप नहीं हुआ हो। स्पष्टीकरणः- वाक्यांश "कानून में बदलाव" में कानून, नियमों, विनियमों या सक्षम प्राधिकारियों के आदेशों में बदलाव के माध्यम से किए गए परिवर्तन शामिल होंगे।

5.4.3 अप्रत्याशित घटनाओं के अपवाद

5.4.3.1 अप्रत्याशित घटनाओं में इन्हें शामिल नहीं किया जाएगा (i) कोई भी घटना या परिस्थिति जो पक्षों के उचित नियंत्रण में है और (ii) अप्रत्याशित घटना के परिणाम से उत्पन्न स्थिति को छोड़कर निम्नलिखित स्थितियाँ:-

क) विद्युत परियोजना के लिए संयंत्र, मशीनरी, उपकरण, सामग्री, स्पेयर पार्ट्स या उपभोग्य सामग्रियों की लागत में परिवर्तन, अनुपलब्धता या देरी;

ख) किसी ठेकेदार, उप-ठेकेदार या उनके एजेंटों के निष्पादन में देरी;

ग) आमतौर पर विद्युत उत्पादन सामग्रियों और उपकरणों में देखे जाने वाले सामान्य टूट-फूट के कारण निष्पादन न होना;

घ) प्रभावित पक्ष के कार्यस्थल पर हडताल;

ङ) वित्त या धन की अपर्याप्तता या करार का निष्पादन दुश्कर होना;

च) प्रभावित पक्ष के द्वारा या उससे संबद्ध निम्नलिखित कारण से कार्यनिष्पादन न होना:-

i. लापरवाही या जानबूझकर किया गया कृत्य, त्रुटियाँ या चूक;

ii. भारतीय कानून का पालन करने में विफलता; या

iii. इस करार के तहत उल्लंघन या चूक।

5.4.4 अप्रत्याशित घटना की सूचना

5.4.4.1 प्रभावित पक्ष, दूसरे पक्ष को अप्रत्याशित घटना की यथा संभव जल्द जानकारी देगा, लेकिन यह ऐसी तारीख के 7 (सात) दिनों के बाद न हो, जिस तारीख को उस पक्ष को पता चला अथवा उसे अप्रत्याशित घटना होने की व्यवहारिक तौर पर जानकारी होनी चाहिए थी। यदि अप्रत्याशित घटना के परिणामस्वरूप संचार व्यवस्था विफल हो जिसके कारण यहाँ निर्धारित, लागू करने की समय-सीमा के भीतर नोटिस देना व्यवहारिक नहीं है तो अप्रत्याशित घटना का दावा करने वाला पक्ष संचार की बहाली के अधिकतम 1 (एक) दिन बाद यथा संभव जल्द ऐसा नोटिस देगा।

5.4.4.2 बशर्ते कि इस तरह का नोटिस पीपीए के तहत छूट का दावा करने के लिए प्रभावित पक्ष की हकदारी के लिए एक पूर्व शर्त होगा। इस तरह के नोटिस में अप्रत्याशित घटना का पूर्ण विवरण, छूट का दावा करने वाले प्रभावित पक्ष पर इसके प्रभाव और प्रस्तावित उपचारात्मक उपाय शामिल होंगे। प्रभावित पक्ष अन्य पक्ष को उन उपचारात्मक उपायों की प्रगति पर नियमित (और साप्ताहिक से कम नहीं) रिपोर्ट और ऐसी अन्य जानकारी देंगे जिसके लिए अन्य पक्ष अप्रत्याशित घटना के बारे में यथोचित अनुरोध कर सकते हैं।

5.4.4.3 प्रभावित पक्ष दूसरे पक्ष को (i) संगत अप्रत्याशित घटना के समाप्त होने, तथा (ii) पीपीए के तहत अपने अधिकारों या दायित्वों के निष्पादन पर ऐसी अप्रत्याशित घटना के प्रभावों की समाप्ति के बारे में, प्रत्येक समाप्ति की जानकारी होते ही यथा संभव जल्द नोटिस देगा।

5.4.5 निष्पादन से छूट

5.4.5.1 प्रभावित पक्ष, अप्रत्याशित घटना के परिणास्वरूप पीपीए के तहत अपने दायित्वों या उसके आंशिक दायित्वों का निष्पादन करने में, जहाँ तक असमर्थ समझा गया है, दायित्वों के उतने निष्पादन से छूट प्रदान की जाएगी बशर्ते कि अप्रत्याशित घटना नोटिस जारी होने की तारीख से 180 (एक सौ अस्सी) दिनों से अधिक की अवधि न हो। दोनो पक्ष अप्रत्याशित घटना के कारण निष्पादन से छूट दी गई अवधि को बढ़ाने के लिए सहमत हो सकते हैं।

5.4.5.2 पक्षों द्वारा पारस्परिक रूप से सहमत समय अवधि के लिए, जिसके दौरान निष्पादन से छूट दी जाएगी, उत्पादक वित्तीय समापन या निर्धारित प्रचालन अवधि या पीपीए अवधि, जैसा भी मामला हो, के लिए प्रदान की गई अवधि में दैनिक आधार पर विस्तार के लिए पात्र होगा।

5.4.5.3 परन्तु प्रायः किसी पक्ष को निष्पादन से छूट केवल उतनी ही दी जाएगी, जितनी की अप्रत्याशित घटना के कारण से अपेक्षित है।

5.4.5.4 इसके अलावा यह भी शर्त होगी कि कथित अप्रत्याशित घटना से पहले के किसी भी भुगतान दायित्व से प्रभावित पक्ष को मुक्त नहीं किया जाएगा।

5.4.6 अन्य हानियों के लिए कोई उत्तरदायित्व नहीं

इन दिशानिर्देशों में अन्यथा उपबंधित को छोड़कर, कोई भी पक्ष किसी भी अप्रत्याशित घटना के संबंध में अथवा उसके कारण अथवा उससे उत्पन्न किसी हानि के संबंध में, अन्य पक्षों के लिए किसी भी तरह से उत्तरदायी नहीं होगा।

5.4.7 निष्पादन का पुनः आरम्भ

जिस अवधि के दौरान अप्रत्याशित घटना हो रही हो, प्रभावित पक्ष अन्य पक्षों के परामर्श से अप्रत्याशित घटना के दौरान पीपीए के तहत अपने दायित्वों के निष्पादन को सीमित करने या कम करने के सभी प्रयास करेगा। प्रभावित पक्ष इस करार के तहत अपने दायित्वों के निष्पादन को जल्द से जल्द पुनः आरंभ करने का प्रयास करेगा और लिखित रूप में अन्य पक्षों को सूचित करेगा। अन्य पक्ष इस संबंध में प्रभावित पक्ष को उचित सहायता प्रदान करेंगे।

5.4.8 अप्रत्याशित घटना के कारण समाप्ति

5.4.8.1 प्राकृतिक अप्रत्याशित घटना के कारण समाप्ति

क) यदि अप्रत्याशित घटना की 180 (एक सौ अस्सी) दिनों की अवधि (या किसी विस्तारित अवधि) के पूरा होने से पहले, जो अप्रत्याशित घटना के नोटिस जारी करने की तारीख से शुरू होगी, पक्षों का यह विचार है और खंड 5.4.5 (निष्पादन से छूट) के अनुसरण में सहमति है, कि प्राकृतिक अप्रत्याशित घटना 180 (एक सौ अस्सी) दिन की अवधि या किसी विस्तारित अवधि से आगे जारी रहने की संभावना है; या प्रभावित इकाई को पुनः आरंभ करना अलाभकारी है अथवा व्यवहारिक नहीं है, तो दोनों पक्ष परस्पर रूप से पीपीए को समाप्त करने पर निर्णय ले सकते हैं और समाप्ति उस तारीख से प्रभावी होगी जिस दिन ऐसा निर्णय लिया जाता है।

ख) उपरोक्त खंड 5.4.8.1 (क) के प्रावधानों पर प्रभाव डाले बिना प्रभावित पक्ष 180 (एक सौ अस्सी) दिनों की अवधि या किसी अन्य परस्पर विस्तारित अवधि की समाप्ति के बाद दूसरे पक्ष को इस संबंध में एक नोटिस जारी करके अपने विवेकाधिकार से पीपीए को समाप्त कर सकेगा।

ग) खंड 5.4.8.1 (ख) के अनुसार में पीपीए की समाप्ति परः-

i. उत्पादक को कोई समाप्ति मुआवजा देय नहीं होगा;

ii. अप्रत्याशित घटना से पहले, उत्पादक, बकाया मासिक बिलों के तहत निर्विवाद भुगतान के लिए पात्र होगा।

5.4.8.2 गैर-प्राकृतिक अप्रत्याशित घटना के कारण समाप्ति

क) गैर-प्राकृतिक अप्रत्याशित घटना होने पर उत्पादक को अपने विवेक से अप्रत्याशित घटना के नोटिस की तारीख से 180 (एक सौ अस्सी) दिनों की अवधि पूरी होने के बाद पीपीए को समाप्त करने का अधिकार होगा।

ख) खंड 5.4.6 में निहित होने के बावजूद खंड 5.4.8.2 (क) के अनुसार पीपीए की समाप्ति पर:

i. खरीदार, उत्पादक को 'अप्रत्याशित घटना समाप्ति मुआवजा' देगा, जो बकाया ऋण और समायोजित इक्विटी के 110 प्रतिशत (एक सौ दस प्रतिशत) राशि के समतुल्य होगा जैसा कि इन दिशानिर्देशों में परिभाषित किया गया है और परियोजना संपत्तियों का अधिग्रहण करेगा।

ii. अप्रत्याशित घटना से पहले, उत्पादक, बकाया मासिक बिलों के तहत निर्विवाद भुगतान के लिए पात्र होगा।

2.6 बिंदु सं. 5.5.2 पर पैरा:

"5.5.2 बैकडाउन के कारण ऑफटेक बाधाएं: सौर विद्युत उत्पादक और खरीदार समुचित आयोग द्वारा इस बारे में बनाए गए विनियमों के अनुसार पूर्वानुमान और शेड्यूलिंग प्रक्रिया का अनुसरण करेंगे। भारतीय विद्युत ग्रिड कोड (आईईजीसी) की धारा 5.2(यू) के अनुसार, भारत सरकार, सौर विद्युत परियोजनाओं के "अनिवार्य संचालन" की स्थिति को प्रोत्साहित करती है। तदनुरूप, किसी डिस्कॉम/लोड डिस्पैच सेंटर (एलडीसी) द्वारा, विधिवत रूप से संचालित किसी सौर विद्युत संयंत्र को बैकडाउन का निर्देश नहीं दिया जाना चाहिए। ग्रिड सुरक्षा या किसी उपकरण अथवा कार्मिक की सुरक्षा या किसी अन्य ऐसी स्थिति के कारण होने वाले बैक डाउन को छोड़कर, यदि बैकडाउन की ऐसी कोई आपात स्थिति पैदा होती है, तो सौर विद्युत उत्पादक खरीदार से निम्नांकित अनुसार न्यूनतम उत्पादन क्षतिपूर्ति किए जाने का पात्र होगा:-

बैकडाउन की अवधि	**उत्पादन क्षतिपूर्ति के लिए प्रावधान**
मासिक बिलिंग साइकिल के दौरान बैकडाउन के घंटे	**न्यूनतम उत्पादन क्षतिपूर्ति =** **[(महीने के दौरान प्रति घंटा औसत उत्पादन) x (महीने के दौरान बैकडाउन के घंटों की संख्या) x पीपीए टैरिफ] का 50 प्रतिशत** जिसमें, माह के दौरान प्रति घंटा औसत उत्पादन (केडब्ल्यूएच) = महीने के दौरान कुल उत्पादन (केडब्ल्यूएच) – महीने के दौरान उत्पादन के कुल घंटे

उत्पादन क्षतिपूर्ति क्षेत्रीय विद्युत लेखा (आरईए) की प्राप्ति के बाद अगले महीने के विद्युत बिल के हिस्से के रूप में अदा की जाएगी। इस उत्पादन क्षतिपूर्ति पर कोई व्यापार मार्जिन लागू नहीं होगा। बैकडाउन प्रयोजनों के संदर्भ में उत्पादन क्षतिपूर्ति के निवारण के लिए संभावित शर्तों का उल्लेख आरएफएस और पीपीए में स्पष्ट रूप से निर्दिष्ट किया जाएगा।"

को इस तरह पढ़ा जाए:

"5.5.2 बैकडाउन के कारण ऑफटेक बाधाएं:

(क).सौर विद्युत उत्पादक और खरीदार समुचित आयोग द्वारा इस बारे में बनाए गए विनियमों के अनुसार पूर्वानुमान और शेड्यूलिंग प्रक्रिया का अनुसरण करेंगे। भारतीय विद्युत ग्रिड कोड (आईईजीसी) की धारा 5.2(यू) के अनुसार, भारत सरकार, सौर विद्युत परियोजनाओं के "अनिवार्य संचालन" की स्थिति का प्रावधान करती है। तदनुरूप, किसी डिस्कॉम/लोड डिस्पैच सेंटर (एलडीसी) द्वारा, विधिवत रूप से संचालित किसी सौर विद्युत संयंत्र को बैकडाउन का निर्देश नहीं दिया जाना चाहिए। ग्रिड सुरक्षा या किसी उपकरण अथवा कार्मिक की सुरक्षा या किसी अन्य ऐसी स्थिति के कारण होने वाले बैक डाउन को छोड़कर,वितरण लाइसेंसधारियों द्वारा विद्युत खरीद करारों के तहत भुगतान

सुरक्षा तंत्र के रूप में लेटर ऑफ क्रेडिट (एलसी) को खोलने और पर्याप्त अनुरक्षण के संबंध में विद्युत मंत्रालय के दिनांक 28.06.2019 के आदेश सं. 23/22/2019-आर एंड आर और तत्संबंधी किसी स्पष्टीकरण अथवा संशोधन का अनुपालन न करने के कारण विद्युत का गैर-प्रेषण सहित, यदि बैकडाउन की ऐसी कोई आपात स्थिति पैदा होती है, तो सौर विद्युत उत्पादक खरीदार से निम्नांकित अनुसार न्यूनतम उत्पादन क्षतिपूर्ति किए जाने का पात्र होगाः-

बैकडाउन की अवधि	**उत्पादन क्षतिपूर्ति के लिए प्रावधान**
मासिक बिलिंग साइकिल के दौरान बैकडाउन के घंटे	**न्यूनतम उत्पादन क्षतिपूर्ति =** **[(महीने के दौरान प्रति घंटा औसत उत्पादन) x (महीने के दौरान बैकडाउन के घंटों की संख्या) x पीपीए टैरिफ] का 100 प्रतिशत** जिसमें, माह के दौरान प्रति घंटा औसत उत्पादन (केडब्ल्यूएच) = महीने के दौरान कुल उत्पादन (केडब्ल्यूएच) – महीने के दौरान उत्पादन के कुल घंटे

(ख).उत्पादन क्षतिपूर्ति क्षेत्रीय विद्युत लेखा (आरईए) की प्राप्ति के बाद अगले महीने के विद्युत बिल के हिस्से के रूप में अदा की जाएगी। इस उत्पादन क्षतिपूर्ति पर कोई व्यापार मार्जिन लागू नहीं होगा। बैकडाउन प्रयोजनों के संदर्भ में उत्पादन क्षतिपूर्ति के निवारण के लिए संभावित शर्तों का उल्लेख आरएफएस और पीपीए में स्पष्ट रूप से निर्दिष्ट किया जाएगा।

(ग).औपचारिक/लिखित निर्देश दिए बिना किसी भी बैकडाउन/कटौती का आदेश नहीं दिया जाएगा।

(घ). संबंधित लोड डिस्पैच सेंटर बैकडाउन/कटौती एवं उससे सम्बन्धित कारणों का विवरण सार्वजनिक करेगा।"

2.7 बिंदु सं. 5.6.1पर पैराः

"5.6.1. उत्पादक केडिफॉल्ट होने की स्थिति और उसके परिणामः

क) सौर विद्युत उत्पादक के निर्दिष्ट अवधि के दौरान संयंत्र चालू करने में विफल रहने, अथवा पीपीए की शर्तों के अनुसार विद्युत आपूर्ति न कर पाने की स्थिति में, अथवा पीपीए की शर्तों के विपरीत अपने किन्हीं अधिकारों या दायित्वों को किसी अन्य को सौंपने या हस्तांतरित करने, अथवा पीपीए की शर्तों से मुकर जाने, अथवा पीपीए के प्रावधानों का उल्लंघन करते हुए अपने प्रोमोटरों के नियंत्रण या शेयरधारिता में कोई बदलाव करने अथवा पीपीए में वर्णित कोई अन्य भूल-चूक करने और उपरोक्त गलतियों को पीपीए में वर्णित अनुसार उपचार अवधि के दौरान उपचारित करने में विफल रहने की स्थिति में सौर विद्युत उत्पादक को डिफॉल्टर समझा जाएगा।

ख) डिफॉल्टर होने की स्थिति में, सौर विद्युत उत्पादक को पीपीए में वर्णित अनुसार खरीदार को क्षतिपूर्ति करनी होगी। खरीदार को उक्त क्षति वसूल करने के लिए बैंक गारंटी, यदि कोई हो, को ज़ब्त करने का हक होगा, और इसका उसके द्वारा किसी अन्य कानूनी उपाय या कार्रवाई करने पर कोई प्रभाव नहीं पड़ेगा।

ग) उपरोक्त अनुसार क्षतिपूर्ति के अतिरिक्त, सौर विद्युत उत्पादक के डिफॉल्ट की स्थिति में, पीपीए में उपबंधित प्रतिस्थापन समझौते और खरीदार की सहमति के अनुसार, लेनदार को अपने प्रतिस्थापन अधिकार का इस्तेमाल करने की छूट होगी। परंतु, यदि देनदार निर्धारित अवधि में डिफॉल्टर सौर विद्युत उत्पादक से प्रतिस्थापन नहीं कर पाता है, तो खरीदार पीपीए को समाप्त कर सकता है और देय ऋण के 90 प्रतिशत के समकक्ष परियोजना की परिसम्पत्तियों का अधिग्रहण कर सकता है। ऐसा न कर पाने की स्थिति में ऋणदाता अपने रेहन (मार्टगेज) अधिकारों का इस्तेमाल कर सकता है और परियोजना परिसम्पत्तियों का समापन कर सकता है।"

को इस तरह पढ़ा जाए:

"5.6.1. उत्पादक के डिफॉल्ट(चूक) होने की स्थिति और उसके परिणाम:

क) सौर विद्युत उत्पादक के निर्दिष्ट अवधि के दौरान संयंत्र चालू करने में विफल रहने, अथवा पीपीए की शर्तों के अनुसार विद्युत आपूर्ति न कर पाने की स्थिति में, अथवा पीपीए की शर्तों के विपरीत अपने किन्हीं अधिकारों या दायित्वों को किसी अन्य को सौंपने या हस्तांतरित करने, अथवा पीपीए की शर्तों से मुकर जाने, अथवा पीपीए के प्रावधानों का उल्लंघन करते हुए अपने प्रोमोटरों के नियंत्रण या शेयरधारिता में कोई बदलाव करने अथवा पीपीए में वर्णित कोई अन्य भूल-चूक करने और उपरोक्त गलतियों को पीपीए में वर्णित अनुसार उपचार अवधि के दौरान उपचारित करने में विफल रहने की स्थिति में सौर विद्युत उत्पादक कीचूक समझा जाएगा।

ख) सौर विद्युत उत्पादक को, चूक की स्थिति में, खरीदार को क्षतिपूर्ति का भुगतान करना होगा, जैसा कि दिशा-निर्देशों के खंड 14.3के अनुसार निर्धारित समय में शुरू न कर पानेऔर खंड 5.2.1(क) के अनुसार, पी.पी.ए. के अनुसार विद्युत आपूर्ति न कर पाने के लिए वर्णित है। अन्य मामलों में,खरीदार को 6 (छः) महीनेया पी.पी.ए. की शेष अवधिके बराबर,इनमें से जोभी कम हो, के लिए, अनुबंधित क्षमता के लिए शुल्क की क्षतिपूर्ति का भुगतान खरीदार को करना होगा। खरीदार को उक्त क्षतिपूर्ति वसूलने के लिएयदि कोई बैंक गारंटी हो, तो उसे ज़ब्त करने का हक होगा, जो किसी अन्य कानूनी रास्ते या उपाय का सहारा लिए बगैर पूर्वाग्रह रहित होगा।

ग) उपरोक्त अनुसार क्षतिपूर्ति के अतिरिक्त, सौर विद्युत उत्पादक केचूक की स्थिति में, पीपीए में उपबंधित प्रतिस्थापन समझौते और खरीदार की सहमति के अनुसार, लेनदार को अपने प्रतिस्थापन अधिकार का इस्तेमाल करने की छूट होगी। परंतु, यदि देनदार निर्धारित अवधि में डिफॉल्टर सौर विद्युत उत्पादक का प्रतिस्थापन नहीं कर पाता है, तो खरीदार पीपीए को समाप्त कर सकता है और देय ऋण के 90 प्रतिशत के समकक्ष राशि का भुगतान कर परियोजना की परिसम्पत्तियों का अधिग्रहण कर सकता है। ऐसा न कर पाने की स्थिति में ऋणदाता अपने रेहन (मार्टगेज) अधिकारों का इस्तेमाल कर सकता है और परियोजना परिसम्पत्तियों का निपटारा कर सकता है।"

2.8 बिंदु सं. 5.6.2.पर पैरा:

"5.6.2.खरीदार का डिफॉल्टर होना और उसके परिणाम:

क) यदि अन्य बातों के अलावा खरीदार मासिक और/या पूरक बिलों का भुगतान निर्धारित अवधि के दौरान करने में विफल रहता है, या वह पीपीए से मुकरता है, तो ऐसे में डिफाल्टर खरीदार निर्धारित अवधि में पीपीए से संबंधित अपने हिस्से में किसी अन्य को सम्बद्ध बनाने सहित उसे किसी तृतीय पक्ष को हस्तांतरित कर सकता है, परंतु इसके लिए उसे सौर विद्युत उत्पादक की पूर्व सहमति प्राप्त करनी होगी।

ख) यदि उक्त हस्तांतरण सौर विद्युत उत्पादक को स्वीकार्य नहीं होगा, अथवा डिफाल्टर खरीदार द्वारा निर्धारित अवधि में हस्तांतरण का कोई प्रयास नहीं किया जाएगा, तो सौर विद्युत उत्पादक पीपीए को समाप्त कर सकता है और अपने विवेकाधिकार से डिफाल्टर खरीदार से या तो (i) देय ऋण की राशि के समकक्ष समापन क्षतिपूर्ति का भुगतान करके परियोजना की परिसम्पत्तियों और पीपीए में वर्णित अनुसार 150 प्रतिशत समायोजित इक्विटी का अधिग्रहण कर सकता है अथवा, (ii) सौर विद्युत उत्पादक डिफाल्टर से कह सकता है कि वह उसे छह महीने अथवा पीपीए की बकाया अवधि के लिए, इनमें जो भी कम हो, की समकक्ष राशि का भुगतान अनुबंधात्मक क्षमता में करे। ऐसे में परियोजना की परिसम्पत्तियाँ सौर विद्युत उत्पादक द्वारा रखी जाएंगी।

पीपीए के समापन की स्थिति में संयंत्र की कनेक्विटी के लिए एसटीयू/सीटीयू को देय कोई क्षति या शुल्क खरीदार द्वारा वहन किया जाएगा।"

को इस तरह पढ़ा जाए:

"5.6.2. खरीदार का डिफॉल्टर होना (खरीदार की चूक होना)और उसके परिणाम:

क) यदि अन्य बातों के अलावा खरीदार मासिक और/या पूरक बिलों का भुगतान निर्धारित अवधि के दौरान करने में विफल रहता है, या वह पीपीए से मुकरता है, तो ऐसे में डिफाल्टर खरीदार निर्धारित अवधि में पीपीए से संबंधित अपने हिस्से में किसी अन्य को सम्बद्ध बनाने सहित उसे किसी तृतीय पक्ष को हस्तांतरित कर सकता है, परंतु इसके लिए उसे सौर विद्युत उत्पादक की पूर्व सहमति प्राप्त करनी होगी।

ख) यदि उक्त हस्तांतरण सौर विद्युत उत्पादक को स्वीकार्य नहीं होगा, अथवा डिफाल्टर खरीदार द्वारा निर्धारित अवधि में हस्तांतरण का कोई प्रयास नहीं किया जाएगा, तो सौर विद्युत उत्पादक पीपीए को समाप्त कर सकता है और अपने विवेकाधिकार से, डिफाल्टर खरीदार से या तो (i) देय ऋण और 110 प्रतिशत (एक सौ दस प्रतिशत) समायोजित इक्विटी, जैसा कि नीचे वर्णित है, उसमें बीमा कवर यदि कोई हो को, कम करके, राशि के समकक्ष समापन क्षतिपूर्ति का भुगतान करके परियोजना की परिसम्पत्तियों का अधिग्रहण करवा सकता है अथवा, (ii) सौर विद्युत उत्पादक, डिफाल्टर खरीदार से कह सकता है कि वह उसे छह महीने अथवा पीपीए की बकाया अवधि के लिए, इनमें जो भी कम हो, की समकक्ष राशि का भुगतान अनुबंधात्मक क्षमता में करे, ऐसे में परियोजना की परिसम्पत्तियां सौर विद्युत उत्पादक द्वारा रखी जाएंगी।

ग) पीपीए के समापन की स्थिति में संयंत्र की कनेक्टिविटी के लिए एसटीयू/सीटीयू को देय कोई क्षति या शुल्क खरीदार द्वारा वहन किया जाएगा।

घ) **समायोजित इक्विटी** से तात्पर्य भारतीय रुपये में वित्त पोषित इक्विटी और चालू माह के पहले दिन ("संदर्भ तिथि"), नीचे दिए गए तरीके से समायोजित इक्विटी से है जो मूल्यह्रास और भिन्नताओं के कारण इसके मूल्य में परिवर्तन को प्रतिबिंबित करने के लिए और थोक मूल्य सूचकांक (डब्ल्यूपीआई)और नियुक्त तिथि और संदर्भ तिथि (वित्तीय समापन प्राप्त करने की तारीख) के महीने के पहले दिन के बीच होने वाली किसी भी संदर्भ तिथि के लिए है;

i. वाणिज्यिक संचालन की तारीख (सीओडी)को या उससे पहले, समायोजित इक्विटी भारतीय रुपये में वित्त पोषितऔर परियोजना पर खर्च की गई इक्विटी के योगके बराबर की राशि होगी,नियुक्त महीने की प्रथम दिनांक और संदर्भित दिनांक के बीच डबल्यूपीआई की भिन्नताकेआधे हिस्से तक संशोधित;

ii. सीओडी को, समायोजित इक्विटी के बराबर राशि को आधार ("आधार समायोजित इक्विटी")माना जाएगा।

iii. सीओडी के बाद, समायोजित इक्विटी यहां आधार समायोजित इक्विटी राशि के बराबर राशि होगी, जो प्रत्येक महीने के शुरू में 0.333% (शून्य दशमलव तीन तीन तीन प्रतिशत) से कम होगी [प्रति तिमाही 1% (एक प्रतिशत) की कमी] और यह राशि,सीओडी और संदर्भ तिथि के बीच होने वाले डबल्यूपीआई में भिन्नता की सीमा तक संशोधित की जाएगी;

संदेह से बचने के लिए,समाप्ति की स्थिति में,समायोजित इक्विटीकी गणना,स्थानांतरण तिथि से तुरंत पहले की संदर्भ तिथि के अनुसार की जाएगी;बशर्ते कि समायोजित इक्विटी में कोई कमी,उसअवधि के बराबर अवधि,यदि कोई हो,के लिए नहीं की जाएगी, जिसके लिए पीपीए अवधि बढ़ाई गई है, लेकिन डबल्यूपीआई के कारण संशोधन करना जारी रहेगा।

ङ) **ऋण बकाया** का अर्थ है स्थानांतरण तिथि पर भारतीय रुपए में बकाया निम्नलिखित रकम का कुल योग:

i. कुल परियोजना लागत ('मूलधन') के वित्तपोषण के लिए वित्त पोषण करारों के तहत वरिष्ठ उधारदाताओं द्वारा प्रदान की गई ऋण की मूल राशि, लेकिन हस्तांतरण तिथि से पहले 2 (दो) वर्षों के लिए चुकाए जाने वाले मूलधन के किसी भी हिस्से को छोड़कर;

ii. स्थानांतरण की तारीख तक उपरोक्त उप-खंड5.6.2(ङ)(i)में निर्दिष्ट कर्ज के या उससे संबंधित वित्त पोषण करारों के तहत देय सभी उपार्जित ब्याज, वित्त पोषण फीस और शुल्क,परंतु निम्नलिखित शामिल नहीं है: (i) स्थानांतरण की तारीख से एक वर्ष पूर्व देय कोई ब्याज, फीस या शुल्क, (ii)किसी भी वरिष्ठ ऋणदाता को वित्तपोषण करारों के तहत देय जुर्माना ब्याज या शुल्कें (iii)किसी भी प्रकार के पूर्व-भुगतान शुल्क जो कर्ज़ के त्वरित भुगतान की अदायगी के संबंध में हो, सिवाय वहां, जहां ऐसे शुल्क यूटिलिटि डिफ़ाल्ट के कारण पैदा हुए हैं। (iv) किसी प्रकार का अनुषंगीऋण, जो वित्तीय पैकेज में शामिल है और जिसे उधारदाताओं द्वारा कुल परियोजना लागत के वित्तपोषण के लिए वितरित किया गया है।

बशर्ते कि यदि बकाया ऋण का पूरा या आंशिक भाग वरिष्ठ ऋणदाताओं और/या रियायतग्राही द्वारा दिये गए विकल्प पर इक्विटी में परिवर्तनीय है, तोयह इस करार के प्रयोजनों के लिए समझा जाएगाकि ऋण बकाया नहीं है,चाहे ऐसा कोई परिवर्तन न हुआ हो और तत्संबंधी मूलधन से ऐसेनिपटा जाएगाजैसे ऐसा कोई परिवर्तनकिया गया हो।

बशर्ते यह कि सीओडी पर या उसके बाद की ऋण देयता, कुल परियोजना लागत के 80% (अस्सी प्रतिशत) से अधिक नहीं होगी।"

2.9 बिन्दु सं॰ 10 का पैरा:

"10. ठेका देना और कार्य पूरा करना

10.1 बोली लगाने में सफल रहे ठेकेदार/परियोजना कंपनी या बोली लगाने के लिए गठित विशेष उद्देश्य कंपनी (एसपीवी) के साथ बिजली खरीद समझौते (पीपीए) पर दस्तखत किये जाएंगे।

10.2 बोली लगाने की प्रक्रिया पूरी होने के बाद आरएफएस बोलियों के मूल्यांकन के लिए गठित मूल्यांकन समिति बोलियों की आलोचनात्मक समीक्षा करेगी इस बात के औचित्य का प्रमाणपत्र देगी कि बोली की प्रक्रिया और मूल्यांकन का कार्य आरएफएस (चयन हेतु अनुरोध) के प्रावधानों के अनुसार किया गया है।

10.3 पारदर्शिता के लिए, खरीदार पीपीए पर अमल के बाद बोली लगाने में सफल रहे बोलीदाता(ओं) के नाम(मों), उनके द्वारा लगाई गई बोली में बताए गये शुल्क और उसके विभिन्नघटकों के ब्यौरे, अगर कोई हो तो उसका सार्वजनिक रूप से एलान करेगा। सार्वजनिक रूप से यह घोषणा खरीदार के वेबसाइट पर वांछित विवरण को पोस्ट करके 30 (तीस) दिन तक उसका प्रदर्शन करके किया जाएगा।

10.4 अधिनियम के प्रावधानों के अधीन वितरण लाइसेंस हासिल करने वाला या मध्यस्थ खरीदार, जो भी स्थिति हो, अधिनियम के अनुच्छेद 63 के अनुसार उपयुक्त आयोग से शुल्क दरों को मंजूरी दिलवाने के लिए आयोग से अनुरोध करेगा।

को इस तरह पढ़ा जाए:

"10. ठेका देना और कार्य पूरा करना

10.1. बोली लगाने में सफल रहे ठेकेदार/परियोजना कंपनी या सफल बोलीकर्ता द्वारा गठित विशेष उद्देश्य कंपनी (एसपीवी) के साथ बिजली खरीद समझौते (पीपीए) पर दस्तखत किये जाएंगे।

10.2. बोली लगाने की प्रक्रिया पूरी होने के बाद, आरएफएस बोलियों के मूल्यांकन के लिए गठित मूल्यांकन समिति, बोलियों की आलोचनात्मक समीक्षा करेगी और इस बात के औचित्य का प्रमाणपत्र देगी कि बोली की प्रक्रिया और मूल्यांकन का कार्य आरएफएस (चयन हेतु अनुरोध) के प्रावधानों के अनुसार किया गया है।

10.3. पारदर्शिता के लिए खरीदार, पीपीए पर अमल के बाद, बोली लगाने में सफल रहे बोलीदाता(ओं) के नाम(मों), उनके द्वारा लगाई गई बोली में बताए गये शुल्क और उसके विभिन्नघटकों के ब्यौरे, अगर कोई हो तो उसका सार्वजनिक रूप से एलान करेगा। सार्वजनिक रूप से यह घोषणा खरीदार के वेबसाइट पर वांछित विवरण को पोस्ट करके 30 (तीस) दिनों तक उसका प्रदर्शन करके किया जाएगा।

10.4. अधिनियम के प्रावधानों के अधीन, वितरण लाइसेंस हासिल करने वाला या मध्यस्थ खरीदार, जो भी स्थिति हो, अधिनियम के अनुच्छेद 63 के अनुसार उपयुक्त आयोग से शुल्क दरों को मंजूरी दिलवाने के लिए आयोग से अनुरोध करेगा।यदि उपयुक्त आयोगसाठ दिनों के भीतर उसपरनिर्णय नहीं लेता है, तो टैरिफ को उचित आयोग द्वारा अपनाया हुआ माना जाएगा।"

2.10 बिन्दु सं.12 पर पैराः

"12. वित्तीय समाप्ति

सौर विद्युत जनरेटर पीपीए की शर्तों के अनुसार, सोलर पार्क में लगायी जा रही परियोजनाओं के लिए, विद्युत खरीद समझौते के निष्पादन की तारीख से 9 (नौ) महीनों में और सोलर पार्क से बाहर लगायी जा रही परियोजनाओं के लिए, विद्युत खरीद समझौते के निष्पादन की तारीख से 12 (बारह) महीनों में वित्तीय समापन हासिल कर लेगा। तथापि, यदि किसी कारण से, वित्तीय समापन हासिल करने की समयावधि को इन दिशानिर्देशों में दी गई समयावधि से कम रखने की जरूरत है, खरीदार ऐसा कर सकता।

ऐसा न होने पर खरीदार पीबीजी का नकदीकरण तब तक नहीं करा सकता जब तक देरी का कारण खंड 3.2.1 और खंड 3.2.2 के अनुसार सरकार द्वारा खरीदार को जमीन के आबंटन में देरी रहा हो, न कि सोलर पावर जनरेटर के कृत्य/अकृत्य अथवा किसी अप्रत्याशित कारण से हो। तथापि, केवल सोलर पावर जनरेटर के अनुरोध पर वित्तीय समापन के लिए खरीदार द्वारा और समय देने के बारे में विचार किया जा सकता है जो तभी किया जाएगा जब सोलर पावर जनरेटर पीपीए निर्दिष्ट जुर्माने का भुगतान कर दे। इस विस्तार का एससीडी पर कोई असर नहीं पड़ेगा और जो भी जुर्माना दिया गया होगा वह एससीडी की अवधि में सोलर पावर जनरेटर के सफलतापूर्वक चालू होने पर बिना ब्याज के लौटा दिया जाएगा।"

को इस तरह पढ़ा जाएः

"12. वित्तीय समाप्ति

(क).सौर विद्युत जनरेटर पीपीए की शर्तों के अनुसार, सोलर पार्क में लगाये जाने के लिए निर्दिष्ट परियोजनाओं के लिए, विद्युत खरीद समझौते के निष्पादन की तारीख से 9 (नौ) महीनों में और जो परियोजनाएं सोलर पार्क में लगाये जाने के लिए निर्दिष्ट नहीं हैं, उनके लिए, विद्युत खरीद समझौते के निष्पादन की तारीख से 12 (बारह) महीनों में वित्तीय समापन हासिल कर लेगा। तथापि, यदि किसी कारण से, वित्तीय समापन हासिल करने की समयावधि को इन दिशानिर्देशों में दी गई समयावधि से कम रखने की जरूरत है, खरीदार ऐसा कर सकता है।

(ख).ऐसा न होने पर खरीदार पीबीजी का नकदीकरण कर सकता है बशर्ते कि देरी का कारण खंड 3.2.1 और खंड 3.2.2 के अनुसार खरीदार द्वारा जमीन के आबंटन में देरी रहा हो या सरकार द्वारा जमीन के आवंटन में देरी रहा हो, न कि सोलर पावर जनरेटर के कृत्य/अकृत्य अथवा किसी अप्रत्याशित कारण से हो। तथापि, केवल सोलर पावर जनरेटर के अनुरोध पर वित्तीय समापन के लिए खरीदार द्वारा और समय देने के बारे में विचार किया जा सकता है जो तभी किया जाएगा जब सोलर पावर जनरेटर पीपीए निर्दिष्ट जुर्माने का भुगतान कर दे। इस विस्तार का एससीडी पर कोई असर नहीं पड़ेगा और जो भी जुर्माना दिया गया होगा वह एससीडी की अवधि में सोलर पावर जनरेटर के सफलतापूर्वक चालू होने पर बिना ब्याज के लौटा दिया जाएगा।

(ग). ऐसा अनुमानित है कि इन दिशानिर्देशों के खंड 10.4 के संदर्भ में, उपयुक्त आयोग द्वारा,आवेदन के जमा किए जाने के 60 दिनों के भीतर टैरिफ को स्वीकार किया जाएगा। तथापि, दिशानिर्देशों में निहित किसी व्यवस्था के बावजूद, उपयुक्त आयोग द्वारा टैरिफ को स्वीकार किए जाने में किसी प्रकार की देरी, 60 (साठ) दिनों से अधिक की होने पर, वित्तीय समापन में तदनुसार विस्तार दिया जायेगा।"

2.11 बिन्दु सं॰ 14.3.पर पैरा:

"14.3. चालू होने की समय सारिणी

सोलर पार्क में लगायी जा रही परियोजनाएं, पीपीए के निष्पादन की तारीख से 15(पंद्रह)महीनों की अवधि में चालू हो जानी चाहिए और सोलर पार्क से बाहर लगायी जा रही परियोजनाएं,पीपीए के निष्पादन की तारीख से 18(अठारह) महीनों की अवधि में चालू हो जानी चाहिए। तथापि, यदि किसी कारण से,पूर्वनिर्धारित निष्पादन अवधि इन दिशा-निर्देशों में दी गई समयावधिसे कम रखने कीजरूरत है, तो खरीदारऐसा कर सकता है।चालू करने की निर्धारित तारीख के बाद विलंब से शुरू होने पर सोलर पावर जनरेटर परपीपीए में उल्लिखित प्रावधानों के अनुसार जुर्माना लगाने का प्रावधान होगा।अगर सोलर पावर जनरेटर के लिए खरीदार द्वारा निर्धारित भूमि के हस्तांतरण में निर्धारित समय-सारणी के अनुसार विलंब होने पर वित्तीय समापन और पूर्वनिधारित निष्पादन तारीख भी तदनुसार आगे बढ़ जाएगी, बशर्ते परियोजना पूरी करने की समयावधि में विस्तार एक साल के लिए होगा. विस्तारित अवधि अनुच्छेद 3.2.1(ए) के प्रावधानों के अनुसार बकाया 10 प्रतिशत भूमि के हस्तांतरण की तारीख के बीत जाने के बाद से शुरूहोरहीएक वर्षकी अवधि तक सीमित होगी।"

को इस तरह पढ़ा जाए:

"14.3. चालू होने की समय अनुसूची

(i) सोलर पार्क में लगाए जाने के लिए निर्दिष्टपरियोजनाएं, पीपीए के निष्पादन की तारीख से 15(पंद्रह)महीनों की अवधि में चालू हो जानी चाहिए और जो परियोजनाएं सोलर पार्क में लगाए जाने के लिए निर्दिष्ट नहीं है, उन्हें पीपीए के निष्पादन की तारीख से 18(अठारह) महीनों की अवधि में **चालू** हो जानी चाहिए। तथापि, यदि किसी कारण से,पूर्वनिर्धारित निष्पादन अवधिको इन दिशा-निर्देशों में दी गई समयावधि से कम रखने कीजरूरत है, तो खरीदार ऐसा कर सकता है। इन दिशानिर्देशों के खंड 5.4 के अधीन, चालू करने की निर्धारित तारीख के बाद विलंब से चालू होन पर सोलर पावर जनरेटर पर निम्नलिखित जुर्माना लागू होगा:

क) चालू होने में एस.सी.डी. से छह महीने तक की देरी होने पर, निष्पादन बैंक गारंटी (पी.बी.जी.) का नकदीकरण, दैनिक आधार पर और चालू नहीं हुई क्षमता के अनुपात में किया जाएगा।

ख) चालू होने में एस.सी.डी. से छह महीने से ज्यादा की देरी होने पर, इन दिशानिर्देशों के खंड 5.6 के अनुसार, उत्पादक की चूक माना जाएगा और अनुबंधित क्षमता, एस.सी.डी.+ 6 (छः) महीने तक घटी हुयी मानी जाएगी। चालू नहीं हुई शेष क्षमता के लिए पी.पी.ए. को रद्द कर दिया जाएगा।

(ii) खरीदार द्वारा स्थान निर्धारित किए जाने की स्थिति में, सौर विद्युत उत्पादक को भूमिका हस्तांतरण करने में होने वाली किसी प्रकार की देरी पर, वित्तीय समापन और पूर्वनिधारित निष्पादन तारीख को भी तदनुसार आगे बढ़ाया जाएगा, बशर्ते कि खंड 3.2.1(क) के प्रावधानों के अनुसार अधिकतम विस्तारित अवधि, बकाया 10 प्रतिशत भूमि के हस्तांतरण की तारीख बीत जाने के बाद से शुरु हो रही एक वर्ष की अवधि तक सीमित होगी।

(iii) ऐसा अनुमानित है कि इन दिशानिर्देशों के खंड 10.4 के संदर्भ में, उपयुक्त आयोग द्वारा,आवेदन के जमा किए जाने के 60 दिनों के भीतर टैरिफ को स्वीकार किया जाएगा। तथापि, दिशानिर्देशों में निहित किसी व्यवस्था के बावजूद, उपयुक्त आयोग द्वारा टैरिफ को स्वीकार किए जाने में किसी प्रकार की देरी, 60 (साठ) दिनों से अधिक की होने पर, परियोजना शुरू होने की तिथि में तदनुरूप विस्तार दिया जायेगा।"

अमितेश कुमार सिन्हा, संयुक्त सचिव

MINISTRY OF NEW AND RENEWABLE ENERGY

RESOLUTION

New Delhi, the 22nd October, 2019

Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects

No. 283/57/2018-GRID SOLAR.— 1.0 The Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects have been notified under the provisions of Section 63 of the Electricity Act, 2003 vide resolution No. 23/27/2017-R&R published in the Gazette of India (Extraordinary) (Part I-Section-I) on 3rd August, 2017 and have been amended vide resolution No. 23/27/2017-R&R published in the Gazette of India (Extraordinary) (Part I-Section-I) on 15th June, 2018, resolution No. 23/27/2017-R&R published in the Gazette of India (Extraordinary) (Part I-Section-I) on 7th January, 2019 and resolution No. 23/27/2017-R&R published in the Gazette of India (Extraordinary) (Part I-Section-I) on 11th July, 2019.

2.0 The following amendments are hereby made in the said guidelines of 3rd August, 2017, amended on 15th June 2018, 7th January, 2019 and 11th July, 2019 namely:-

2.1 The Para at point No. 2.1.1(c):

"2.1.1(c) 'Intermediary Procurer' & 'End Procurer':

i. In some cases, an intermediary, between the distribution licensees and the generator ('Solar Power Generator'), may be required either to aggregate the solar power purchased from different Solar Power Generators and sell it to the distribution licensee, or to enhance the credit profile. In such cases, the "Procurer" would be a trader, buying power from the Solar Power Generators and selling the same to one or more distribution licensees, such distribution licensees shall be the "End Procurer" and the trader shall be "Intermediary Procurer" for the purpose of these Guidelines.

ii. The Intermediary Procurer shall enter into a PPA with the Solar Power Generator and also enter into a Power Sale Agreement (PSA) with the End Procurer. The PSA shall contain the relevant provisions of the PPA on a back to back basis. The trading margin, as notified by the Appropriate Commission (or in the absence of such notification, as mutually decided between the Intermediary Procurer and the End Procurer), shall be payable by the End Procurer to the Intermediary Procurer.

iii. In such cases, as long as the Intermediary Procurer has followed these Guidelines for procurement of solar power, the End Procurer shall be deemed to have followed these Guidelines for procurement of solar power."

May be read as under:

"2.1.1(c) 'Intermediary Procurer' & 'End Procurer':

i. **(a).**In some cases, an intermediary, between the distribution licensees and the generator ('Solar Power Generator'), may be required either to aggregate the solar power purchased from different Solar Power Generators and sell it to the distribution licensee(s), or to enhance the credit profile. In such cases, the "Procurer" would be a trader, buying power from the Solar Power Generators and selling the same to one or more distribution licensees, such distribution licensees shall be the "End Procurer" and the trader shall be "Intermediary Procurer" for the purpose of these Guidelines.

(b). Provided that in case of aggregation of power purchased from different Solar Power Generators, the Intermediary Procurer may sell the solar power to End Procurer(s) at the weighted average of tariffs discovered and finalised for different bids over a period of (1st January to 30th June) or (1st July to 31st December) of any year. However, if required, MNRE may change this duration/ dates. The weighted average shall be calculated for the tariff discovered for all such bids where it has been specifically provided by the intermediary procurer that the bid would be part of the bundle of bids issued during the

specified period for arriving at weighted average tariff to be paid by the final procurer. The bundling (weighted averaging) would be done only for bids issued by the same Intermediary Procurer. The Intermediary Procurer would be the competent authority to certify the weighted average tariff during the period.

(c).The weights to be assigned to each successful bid tariff for calculation of the weighted average shall be the total accepted capacity in the bid for the respective tariffs. That is the weighted average tariff for n bids would be,

$$t_{avg} = (w_1 \times t_1 + w_2 \times t_2 + \ldots\ldots\ldots w_n \times t_n) \div (w_1 + w_2 + \ldots\ldots\ldots w_n)$$

where,

t_{avg} = weighted average tariff
w_i = capacity won by successful bid 'i'
t_i = tariff for successful bid 'i'
and 'i' varies from 1 to n

(d).The weighted average tariff for bids from 1st January to 30th June would be called as **"June Tariff"** and that of the bids from 1st July to 31st December would be called as **"December Tariff".**

(e).In case a project does not get commissioned or permanently stops generating after commissioning, then the capacity of such project shall be deducted and new weighted average tariff will be calculated and made applicable.

(f).For bids involving staggered commissioning or commissioning in tranches, where it has been specifically provided by the intermediary procurer that the bid would be part of the bundle of bids, the first tranche may be bundled with the bids issued in the same January-June or July-December block, as the block of the bid concerned. In such cases, if the Scheduled Commissioning Date (SCD) of the second tranche, as per the bid, is less than 6 months after that of first tranche, the second tranche may be bundled with immediately next block following the block in which first tranche was bundled. In case the SCD of the second tranche, as per the bid, is more than 6 months after that of first tranche, the second tranche may be bundled with next-to-next block following the block in which first tranche was bundled. Same principle may be followed for all subsequent tranches.

(g).For bids issued before 1st January 2020, and where the provision of bundling of bids, as per these Guidelines, has been specifically provided, the Intermediary Procurer may sell the solar power to End Procurer(s) following the above provisions of these Guidelines.

ii. (a).The Intermediary Procurer shall enter into a PPA with the Solar Power Generator and also enter into a Power Sale Agreement (PSA) with the End Procurer. The PSA shall contain the relevant provisions of the PPA on a back to back basis, rates shall be as per clause 2.1.1 c. The PSA may be signed initially with rates as "June Tariff" or "December Tariff", depending where the bid falls, and subsequently, once the values for "June Tariff" or "December Tariff" have been computed the same may be mentioned in the PSA.

(b).The trading margin, of Rs. 0.07/kWh, shall be payable by the End Procurer to the Intermediary Procurer.

iii. As long as the Intermediary Procurer has followed these Guidelines for procurement of solar power, the End Procurer shall be deemed to have followed these Guidelines for procurement of solar power."

2.2 The Para at point No. 3.2.3(a):

"**3.2.3(a):Land acquisition:** Within 12(twelve) months of the execution of the PPA, submission of documents/Lease Agreement to establish possession/right to use 100% (hundred per cent) of the required land in the name of the Solar Power Generator or its Affiliate. In case of land is in the name of any other entity, including Affiliate, the land/ land lease rights should be transferred in the name of Solar Power Generator prior to Scheduled Commissioning Date(SCD). Wherever leasing of private

land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Solar Power Generator."

May be read as under:

"3.2.3(a):Land acquisition: Submission of documents/Lease Agreement to establish possession/right to use 100% (hundred per cent) of the required land in the name of the Solar Power Generator for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Solar Power Generator."

2.3 The Para at point No. 5.3.2(a):

"5.3.2(a) Payment Security by Intermediary Procurer to the Solar Power Generator:

The Intermediary Procurer shall provide payment security to the Solar Power Generator through:

i. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing from the Project under consideration;

AND

ii. **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund."

May be read as under:

"5.3.2(a) Payment Security by Intermediary Procurer to the Solar Power Generator:

The Intermediary Procurer shall provide payment security to the Solar Power Generator through:

i. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing for the Project under consideration;

AND

ii. **Payment Security Fund,** which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund. For the purpose of this Payment Security Fund, the Intermediary may collect Rs 5.0 Lacs/MW (Five Lacs per MW) from Solar Power Generator(s). Such charges shall be stipulated clearly in the RFS and shall go to the Payment Security Fund set up for such Intermediary Procurer."

2.4 The Para at point No. 5.3.2(b):

"5.3.2(b) Payment Security by End Procurer to Intermediary Procurer:

The End Procurer shall provide payment security to the Intermediary Procurer through:

i. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing from the Project(s) under consideration;

AND,

ii. **State Government Guarantee,** in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any. *[for the purpose of this clause, the Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government shall qualify as State Government Guarantee covering the security for payment of energy charges].* The Intermediary Procurer shall ensure that upon invoking this

guarantee, it shall at once, pass on the same to the Solar Power Generator, to the extent the payments to the Solar Power Generator in terms of the PPA are due.

iii. In addition to (i) &(ii) above, the End Procurer may also choose to provide **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund.

It is hereby clarified that the State Government guarantee shall be invoked only after the Intermediary Procurer has been unable to recover its dues under the PPA by means of the Letter of Credit and the Payment Security Fund, if any."

May be read as under:

"5.3.2(b) Payment Security by End Procurer to Intermediary Procurer:

The End Procurer shall provide payment security to the Intermediary Procurer through:

i. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing for the Project(s) under consideration;

AND,

ii. **State Government Guarantee,** in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any. *[for the purpose of this clause, the Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government shall qualify as State Government Guarantee covering the security for payment of energy charges].* The Intermediary Procurer shall ensure that upon invoking this guarantee, it shall at once, pass on the same to the Solar Power Generator, to the extent the payments to the Solar Power Generator in terms of the PPA are due. Provided that in cases where the End procurer is neither covered by Tri-Partite Agreement (TPA) nor is able to provide the State Government Guarantee, the following, shall be adopted:

Provision for payment of additional risk premium of Rs 0.10/kWh, by End Procurer to the Intermediary Procurer, and to be credited to the payment security fund maintained by the Intermediary Procurer, to meet such exigencies.

iii. In addition to (i) &(ii) above, the End Procurer may also choose to provide **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund.

It is hereby clarified that the State Government guarantee shall be invoked only after the Intermediary Procurer has been unable to recover its dues under the PPA by means of the Letter of Credit and the Payment Security Fund, if any."

2.5 The Para at point No. 5.4.:

"5.4.Force Majeure: The PPA shall contain provisions with regard to force majeure definitions, exclusions, applicability and available relief on account of Force Majeure, as per the industry standards."

May be read as under:

"5.4. ***Force Majeure***

5.4.1. Definition of Force Majeure: A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the **Affected Party**) of its obligations under the relevant Power Purchase 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.

5.4.2. Categorisation of Force Majeure Events:

5.4.2.1. Natural Force Majeure Event

a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;

b) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party;

c) the discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land; or

d) any event or circumstances of a nature analogous to any of the foregoing.

5.4.2.2. Non-Natural Force Majeure Event

a) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action;

b) nation/state-wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or its contractors;

c) nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the Generator, as a result of which the Generator or its shareholders are deprived (wholly or partly) of their rights or entitlements under the Power Purchase Agreement. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the Generator or the Generator related parties;

d) action of a Government Authority having Material Adverse Effect including but not limited to change in law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Clause 5.7 of these Guidelines; any unlawful or unauthorised or without jurisdiction revocation of, or delay in, or refusal, or failure to renew or grant without valid cause, any Permits of the Generator or any of the clearance, licence, authorization to be obtained by the Contractors to perform their respective obligations under the relevant PPA and/or the Project Documents; provided that such delay, modification, denial, refusal or revocation did not result from the Generator's or any Contractors inability or failure to comply with any condition relating to grant, maintenance or renewal of such Permits or clearance, licence, authorization, as the case may be.

Clarification: The phrase "Change in Law" would include changes brought out through change in Law, Rules, Regulations or orders of competent authorities.

5.4.3. Force Majeure Exclusions

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

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

b) Delay in the performance of any contractor, sub-contractor or their agents;

c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
d) Strikes at the facilities of the Affected Party;
e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
f) Non-performance caused by, or connected with, the Affected Party's:
   i. Negligent or intentional acts, errors or omissions;
   ii. Failure to comply with an Indian Law; or
   iii. Breach of, or default under this Agreement.

5.4.4. ***Notification of Force Majeure Event***

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

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

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

5.4.5 Performance Excused

5.4.5.1. The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the PPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event.

5.4.5.2. For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the generator shall be entitled for a day to day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the PPA period, as the case may be.

5.4.5.3. Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.

5.4.5.4. Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

5.4.6. No Liability for Other Losses

Save as otherwise provided in these Guidelines, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any Loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

5.4.7. Resumption of Performance

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the PPA. The

Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

5.4.8. Termination Due to Force Majeure Event

5.4.8.1. Termination due to Natural Force Majeure Event

a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Natural Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Natural Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 5.4.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the PPA, and the termination shall take effect from the date on which such decision is taken.

b) Without prejudice to the provisions of Article 5.4.8.1(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the PPA in its sole discretion by issuing a notice to that effect.

c) On termination of the PPA pursuant to Article 5.4.8.1(b):

(i) no Termination Compensation shall be payable to the generator.

(ii) the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

5.4.8.2. Termination due to Non-Natural Force Majeure Event

a) Upon occurrence of a Non-Natural Force Majeure Event, the Generator shall, at its discretion, have the right to terminate the PPA forthwith after the completion of the period of 180 (one hundred and eighty) Days from the date of the Force Majeure Notice.

b) Notwithstanding anything in Article 5.4.6, on termination of the PPA pursuant to Article 5.4.8.2(a):

(i) the Procurer shall pay to the Generator, 'Force Majeure Termination Compensation' equivalent to the amount of the Debt Due and the 110% (one hundred and ten per cent) of the Adjusted Equity, as defined in these Guidelines, and takeover the Project assets.

(ii) the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event."

2.6 The Para at point No. 5.5.2.:

"**5.5.2. Offtake constraints due to Backdown:** The Solar Power Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of "must-run" to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (**LDC**). In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Generator shall be eligible for a Minimum Generation Compensation, from the Procurer, in the manner detailed below.

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	***Minimum Generation Compensation =*** ***50% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff]*** *Where, Average Generation per hour during the month (kWh) =* *Total generation in the month (kWh) ÷ Total hours of generation in the month*

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on this Generation Compensation. Possible conditions for exclusion of Generation Compensation, on account of Backdown purposes, shall be clearly specified in the RfS and the PPA."

May be read as under:

"5.5.2. Offtake constraints due to Backdown:

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

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	***Minimum Generation Compensation =*** ***100% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff]*** *Where, Average Generation per hour during the month (kWh) =* *Total generation in the month (kWh) ÷ Total hours of generation in the month*

(b). The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on this Generation Compensation. Possible conditions for exclusion of Generation Compensation, on account of Backdown purposes, shall be clearly specified in the RfS and the PPA.

(c). No back-down / curtailment to be ordered without giving formal/ written instruction for the same.

(d). The details of back-down / curtailment, including justifications for such curtailment, to be made public by the concerned Load Dispatch Centre."

2.7 The Para at point No. 5.6.1.:

"5.6.1. Generator Event of Default and the consequences thereof:

a) In the event the Solar Power Generator is unable to commission the plant within the stipulated time period, or fails to supply power in terms of the PPA, or assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Solar Power Generator shall be construed to be in default.

b) Upon being in default, the Solar Power Generator shall be liable to pay to the Procurer, damages, as detailed in the PPA. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

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

May be read as under:

"5.6.1. Generator Event of Default and the consequences thereof:

a) In the event the Solar Power Generator is unable to commission the plant within the stipulated time period, or fails to supply power in terms of the PPA, or assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Solar Power Generator shall be construed to be in default.

b) Upon being in default, the Solar Power Generator shall be liable to pay to the Procurer, damages, as provided in these Guidelines in Clause 14.3 for failure to commission within stipulated time and Clause 5.2.1(a) for failure to supply power in terms of the PPA. For other cases, pay to the Procurer, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

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

2.8 The Para at point No. 5.6.2.:

"5.6.2. Procurer Event of Default and the consequences thereof:

a) If the Procurer is in default on account of reasons including inter alia failure to pay the monthly and/or supplementary bills within the stipulated time period or repudiation of the PPA, the defaulting Procurer shall, subject to the prior consent of the Solar Power Generator, novate its part of the PPA to any third party, including its Affiliates within the stipulated period.

b) In the event the aforesaid novation is not acceptable to the Solar Power Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Solar Power Generator may terminate the PPA and at its discretion require the defaulting Procurer to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity as detailed in the PPA or, (ii) pay to the Solar Power Generator, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Solar Power Generator.

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

May be read as under:

"5.6.2. Procurer Event of Default and the consequences thereof:

a) If the Procurer is in default on account of reasons including inter alia failure to pay the monthly and/or supplementary bills within the stipulated time period or repudiation of the PPA, the defaulting Procurer shall, subject to the prior consent of the Solar Power Generator, novate its part of the PPA to any third party, including its Affiliates within the stipulated period.

b) In the event the aforesaid novation is not acceptable to the Solar Power Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Solar Power Generator may terminate the PPA and at its discretion, require the defaulting Procurer to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 110% (one hundred and ten per cent) of the adjusted equity as defined below, less Insurance Cover, if any, or, (ii) pay to the Solar Power Generator, damages, equivalent to 6 (six) months, or balance PPA period, whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Solar Power Generator.

c) In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Procurer.

d) **Adjusted Equity**means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;

i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;

ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");

iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three threethree percent) thereof at the commencement of each month following the COD [*reduction of 1% (one percent) per quarter of an year]* and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.

e) **Debt Due**means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;

ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause 5.6.2(e)(i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost.

Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken.

Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost."

2.9 The Para at point No. 10.:

"10. CONTRACT AWARD AND CONCLUSION

10.1 The PPA shall be signed with the successful bidder/ project company or an SPV formed by the successful bidder.

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

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

10.4 Subject to provisions of the Act, the distribution licensee or the Intermediary Procurer, as the case, shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act."

May be read as under:

"10. CONTRACT AWARD AND CONCLUSION

10.1 The PPA shall be signed with the successful bidder/ project company or an SPV formed by the successful bidder.

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

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

10.4 Subject to provisions of the Act, the distribution licensee or the Intermediary Procurer, as the

case may be, shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act. In case, the Appropriate Commission does not decide upon the same within sixty days of such submission, the tariffs shall be deemed to be have been adopted by the Appropriate Commission."

2.10 The Para at point No. 12.:

"12. Financial Closure:

Solar Power Generator shall attain the financial closure in terms of the PPA, within 9 (nine) months from the date of execution of the Power Purchase Agreement, for projects being set up in Solar park, and within 12 (twelve) months from the date of execution of the Power Purchase Agreement, for projects being set up outside Solar park. However, if for any reason, the time period for attaining the financial closure needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same.

Failing the aforesaid, the Procurer shall encash the PBG unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause 3.2.1 and Clause 3.2.2 or delay in allotment of land by the Government not owing to any action or inaction on the part of the Solar Power Generator or caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by the Procurer, on the sole request of the Solar Power Generator, on payment of a penalty as specified in the PPA. This extension will not have any impact on the SCD. Any penalty paid so, shall be returned to the Solar Power Generator without any interest on achievement of successful commissioning within the SCD.

May be read as under:

"12.0. Financial Closure:

(a). Solar Power Generator shall attain the financial closure in terms of the PPA, within 9 (nine) months from the date of execution of the Power Purchase Agreement,for projects specified to be set up in Solar park, and within 12 (twelve) months from the date of execution of the Power Purchase Agreement, for projects not specified to be set up in Solar park. However, if for any reason, the time period for attaining the financial closure needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same.

(b). Failing the aforesaid, the Procurer shall encash the PBG unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause 3.2.1 and Clause 3.2.2 or delay in allotment of land by the Government not owing to any action or inaction on the part of the Solar Power Generator or caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by the Procurer, on the sole request of the Solar Power Generator, on payment of a penalty as specified in the PPA. This extension will not have any impact on the SCD. Any penalty paid so, shall be returned to the Solar Power Generator without any interest on achievement of successful commissioning within the SCD.

(c). It is presumed that in terms of Clause 10.4 of these Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in these Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure."

2.11 The Para at point No. 14.3.:

"14.3. Commissioning Schedule:

The projects shall be commissioned, within a period of 15 (fifteen) months from the date of execution of the PPA, for projects being set up in Solar park, and within a period of 18 (eighteen) months from the date of execution of the PPA, for projects being set up outside Solar park. However, if for some reason, the scheduled commissioning period needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same. Delay in commissioning, beyond the Scheduled Commissioning Period shall involve

penalties on the Solar Power Generator, as detailed out in PPA. In case of site specified by the Procurer, any delay in handing over land to the Solar Power Generator in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land in terms of Clause 3.2.1 (a)."

May be read as under:

"14.3. Commissioning Schedule:

(i). The projects shall be commissioned, within a period of 15 (fifteen) months from the date of execution of the PPA, for projects specified to be set up in Solar park, and within a period of 18 (eighteen) months from the date of execution of the PPA, for projects not specified to be set up in Solar park. However, if for some reason, the scheduled commissioning period needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same. Subject to clause no. 5.4 of these Guidelines, delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties, on the Solar Power Generator, as detailed below:

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

b) For Delay in commissioning beyond six months from SCD, Generator Event of Default, as per clause 5.6.1 of these Guidelines, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.

(ii). In case of site specified by the Procurer, any delay in handing over land to the Solar Power Generator in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land in terms of Clause 3.2.1 (a).

(iii). It is presumed that in terms of Clause 10.4 of these Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission. However, notwithstanding anything contained in these Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in scheduled commissioning date."

AMITESH KUMAR SINHA, Jt. Secy.

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Ref No GUVNL GM (Com) 529
Date 28/05/2018

GUJ. ELECTRICITY REGU. COMMISSION
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RECEIVED

To
Shri Roopwat Singh, IAS
Secretary
Gujarat Electricity Regulatory Commission
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Gujarat, India.

Fax: 91-79-23602054/23602055

Sub: Cancellation of 500 MW Solar Tender issued through RFS dated 08.02.2018 (Phase II) and Re-tendering thereof vide RFS dated 04.06.2018 (Phase II-R).

Sir

GUVNL had issued tender on 08 02 2018 for procurement of power from 500 MW Grid Connected Solar Projects through Competitive Bidding process with Greenshoe option for additional 500 MW (Phase II). Pursuant to GUVNL's petition no 1706 of 2018 dated 15 02 2018, GERC vide order dated 15 03.2018 had approved the deviations in the said tender from the guidelines notified by MoP.

In the above tendering process the participation of bidders had reduced drastically and the tariffs as high as Rs 2 98 – 3 06 / unit were discovered primarily due to uncertainty regarding imposition of Anti-Dumping Duty & Safeguard Duty by Central Government on import of Solar Power Equipments emanating from the probe initiated by Directorate General of Anti-Dumping and Allied Duties (DGAD) after complaints of dumping by Indian Solar Manufacturers Association (ISMA)

In view of above, GUVNL has cancelled the bidding process initiated through tender dated 08 02 2018

Further it is to intimate Hon'ble GERC under Clause 3 1 1 (C) of MoP Guidelines dated 03 08 2017 that GUVNL shall re-tender the same through RFS dated 04 06 2018 (Phase II–R)

GUVNL has also revised the bid documents and made following changes

(1) Following provisions have been incorporated under Change in Law

"9.1 Definition

9 1 1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline

(a)

(b) Introduction of safeguard duty and/or anti-dumping duty which has direct effect on the Project cost

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9.2 Relief for Change in Law

9.2.1 .....

9.2.2 *In case of Change in Law on account of 9.1.1 (b) above, the Power Producer shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of Rs. 2 Lakh in the Project Cost which shall be allowed upon submission of proof of payment made by the Power Producer towards safeguard duty and/or anti-dumping duty to the concerned Authority and with due approval of GERC."*

(2) Green-shoe option has been removed.

The revised bid documents are attached herewith.

You are requested to kindly appraise the same to Hon'ble Commission.

Thanking you.

Yours faithfully.

(Sailaja Vachhrajani)
General Manager (IPP)

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Annexure - C

Phase	Rfs	PPA	Petition No	Order Date	Change in Law
I	15.06.2017	24.10.2017	1684 / 2017	01.12.2017	9.1.1 "Change in Law" means the occurrence of any of the following events after the Bid Deadline. the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.
II-R(Re-bidding)	28.06.2018	19.09.2018	1768 / 2018	19.06.2019	9.1.1 "Change in Law" means the occurrence of any of the following events after the Bid Deadline. the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. **b) Introduction of safeguard duty and/or anti-dumping duty which has direct effect on the Project cost."**
IV	29.12.2018	22.05.2019	1787 / 2018	19.06.2019	"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline. a) the enactment, bringing into effect……., taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. b) Introduction / **modification / changes in rates** of safeguard duty and/or anti-dumping duty which has direct effect on the Project cost."
V-Dholera	16.01.2019	23.10.2019	1818 / 2019	23.10.2019	"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline. a) the enactment, bringing into effect……., taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. b) Introduction / **modification / changes in rates** of safeguard duty and/or anti-dumping duty which has direct effect on the Project cost."

III-R (Re-bidding) - Raghanesda	06.03.2019	26.08.2019	1803 / 2019	17.07.2019	"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline. a) the enactment, bringing into effect……., taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. b) Introduction / **modification / changesin rates** of safeguard duty and/or anti-dumping duty which has direct effect on the Project cost."
VI - Raghanesda	24.06.2019	03.02.2020	1819 / 2019	23.10.2019	"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline. a) the enactment, bringing into effect……., taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. b) Introduction / **modification / changes in rates** of safeguard duty and/or anti-dumping duty which has direct effect on the Project cost."
VII - Dholera	24.06.2019	05.02.2020	1818 / 2019	23.10.2019	"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline. a) the enactment, bringing into effect……., taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. b) Introduction / **modification / changes in rates** of safeguard duty and/or anti-dumping duty which has direct effect on the Project cost."
VIII	07.02.2020	09.07.2020	1874 / 2020	20.07.2020	"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline. a) the enactment, bringing into effect……., taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty **and/or custom duty** which has direct effect on the Project cost."
XI	28.09.2020	30.01.2021	1923 / 2021	08.01.2021	"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline. a) the enactment, bringing into effect……., taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty and/or custom duty which has direct effect on **the cost of Solar PV Modules**."

XII	23.01.2021	23.04.2021	1963 / 2021	13.05.2021	"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline. a) the enactment, bringing into effect....., taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty and/or custom duty **including surcharges thereon which have direct effect** on the cost of solar PV modules."
X-R	15.03.2021	03.01.2022	2005 / 2021	07.10.2021	"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline. a) the enactment, bringing into effect....., taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty and/or custom duty **including surcharges thereon** which have direct effect on the cost of solar PV modules."
XIII	03.01.2022	Pending	-	-	"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline. a) the enactment, bringing into effect....., taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. b) Introduction of safeguard duty and/or anti-dumping duty and or custom duty **and/or Goods and Services Tax** including Surcharge thereon which have direct effect **on the Project Cost**."
XIV (Upcoming tenders)	Pending	Pending	-	-	"9.1.1 "Change in Law" shall refer to the occurrence of any of the following events after the Bid Deadline. a) the enactment, bringing into effect....., taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity. b) Introduction of safeguard duty and/or anti-dumping duty and or custom duty **and/or Goods and Services Tax** including Surcharge thereon which has direct effect **on the Project Cost**."
Note: Phase IX & IX-R are tenders pertaining to Dholera which are pending.					

In Article 9.2 of the PPA, the following text has been added after Phase VIII onwards

"This increase / decrease in tariff due to this change in cost of solar PV modules shall be limited to actual DC capacity or 150% (One hundred & fifty percent) of contracted AC capacity, whichever is lower."

The entire clause 9.2 is as under

9.2 Relief for Change in Law

9.2.1 In case Change in Law on account of 9.1.1 (a) above results in the Power Producer's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Power Producer shall be appropriately increased or decreased with due approval of GERC.

9.2.2 In case of Change in Law on account of 9.1.1 (b) above, the Power Producer shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of Rs. 2 Lakh per MW in the Project Cost incurred upto the Scheduled Commercial Operation Date upon submission of proof of payment made by the Power Producer towards safeguard duty and/or anti-dumping duty and/or custom duty and/or Goods and Services Taxto the concerned Authority and with due approval of GERC. **This increase / decrease in tariff due to this change in cost of solar PV modules shall be limited to actual DC capacity or 150% (One hundred & fifty percent) of contracted AC capacity, whichever is lower.**

9.2.3 The Power Procurer / GUVNL or the Power Producer, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

9.2.4 The revised tariff shall be effective from the date of such Change in Law as approved by GERC.

Annexure - D

GUJARAT URJA VIKAS NIGAM LTD.

REQUEST FOR SELECTION (RfS)

FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS [FOLLOWED BY REVERSE E-AUCTION] FROM 500 MW GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS (PHASE XIV) WITH GREENSHOE OPTION OF ADDITIONAL UPTO 500 MW.

RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated __.__.2022

(Tender Search Code @ ETS: GUVNL-2022-TN000002)

ISSUED BY

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan, Race Course Vadodara-390007

Tel No. 0265-2340289, 0265-2310582 / 83 /84 / 85/ 86

Website: www.guvnl.com

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Disclaimer:

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 fifteen (15) 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. Gujarat Urja Vikas Nigam Limited (GUVNL) 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 GUVNL 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.

Bid Information Sheet

Document Description	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) from 500 MW grid connected solar photovoltaic power projects to be setup in Gujarat (Phase XIV) with Greenshoe Option of additional upto 500 MW.
RfS No.& Date	GUVNL / 500 MW / Solar (Phase XIV) dated 03.01.2022.
Downloading of tender documents	From ____
Pre-Bid Conference	Bidders interested to participate in the pre-bid meeting are required to get themselves registered on or before _____ by sending an email to aocom.guvnl@gebmail.com with name, designation and mobile numbers of persons interested to participate. Further, Interested Bidders are requested to forward their queries (if any) to GUVNL through email / letter on or before _____ The pre-bid meeting would be scheduled on _____ through video conferencing. GUVNL will forward the link of video conferencing to registered bidders on the email address registred with GUVNL.
Last Date & Time for a) Online Submission of Response to RfS and ("Bid Deadline") b) All documents as per Section 3.18 A physically at GUVNL's office, Vadodara	a) Online Submission - Date : _____ **Time:** 5:00 PM **("Bid Deadline")** b) Offline Submission - **Date:** _____ **Time:** 5:00 PM
Technical Bid Opening	Date Time : _____ Time: 11.00 AM
Financial Bid Opening and Reverse e-auction	To be informed to the bidders subsequently. Intimation of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal.

Reverse Auction	Will be informed to eligible bidders
Cost of RfS Document **(non-refundable)**	Rs. 25,000/- plus 18% GST (to be submitted in the form of DD/Pay Order, along with the response to RfS in favour of "Gujarat Urja Vikas Nigam Ltd", payable at Vadodara or through NEFT / RTGS the details of which shall be mentioned in Electronic Form on e-bidding portal) For reference, the details of GUVNL are as under:- **Name of Bank** – State Bank of India **Bank Account No.** – 10565103714 **IFSC Code** - SBIN0001946 **GST No. : 24AACCG2861L1ZK** **PAN: AACCG2861L**
Processing Fee **(non-refundable)**	Rs. 3 Lakhs plus 18% GST, to be submitted in the form of DD/Pay Order along with the response to RfS in favour of "Gujarat Urja Vikas Nigam Ltd", payable at Vadodara or through NEFT / RTGS the details of which shall be mentioned in Electronic Form on e-bidding portal). Bank details of GUVNL are as under. Name of Bank – State Bank of India Bank Account No. – 10565103714 IFSC Code - SBIN0001946
EMD	Earnest Money @ Rs. 4 Lakh / MW is to be submitted in the form of Bank Guarantee along with the Response to RfS. Bank details of GUVNL for Structured Financial Messaging System (SFMS) Confirmation regarding issuance of BG: Name of Bank – State Bank of India Bank Account No. – 10565103714 IFSC Code - SBIN0001946 The SFMS confirmation for issuance of BG shall be forwarded to GUVNL on aocom.guvnl@gebmail.com

Name, Designation, Address and other details (For Submission of Response to RfS)	Sailaja Vachhrajani General Manager (IPP) Gujarat Urja Vikas Nigam Ltd Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 Tel No. 0265-2340289, 0265-2310582 / 83 / 84 / 85 / 86 Website-www.guvnl.com
Details of persons to be contacted in case of any assistance required	1) Sailaja Vachhrajani General Manager (IPP) Phone No: +919879200656 Email ID: gmipp.guvnl@gebmail.com 2) Parthik Joshi Deputy Chief Accounts Officer Phone No: +919979536445 Email ID: aocom.guvnl@gebmail.com 3) Girija Dave Deputy Chief Accounts Officer Phone No: +919879131287 Email ID: aowind.guvnl@gebmail.com
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.guvnl.com and https://www.bharat-electronictender.com. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

For conducting the e-bidding, GUVNL is using the portal https://www.bharat-electronictender.com, which is a portal approved by Government of India (e-bidding Portal) and is being used by Central Government agencies for procurement of renewable power. Bidders may register themselves online on this portal (if they are not already registered), as 'Supply Organization/ Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to the portal service provider and subsequently download the RfS and other Bid Documents from the E-bidding Portal.

Additionally, prior to the submission of the Proposal, Bidders are required to pay online non-refundable ETS bidding fee through the payment gateway facility on the E-bidding Portal.

Further, after opening of Financial Bids, the Bidders who are qualified for e-reverse auction will get intimation through email from the e-bidding portal. Within the stipulated time duration after the receipt of such email, the qualified Bidders shall have to make payment of requisite fees for

participation in Reverse e-auction and have to undertake necessary activities / procedures online at e-bidding portal for user authorization etc for participating in the Reverse e-auction by logging into e-bidding portal. The bidders are expected to make themselves familiar with the above procedures well in advance in consultation with portal service helpdesk.

SECTION 1: INTRODUCTION

Section 1: Introduction

1.1 Introduction

1.1.1 Gujarat Urja Vikas Nigam Ltd (hereinafter referred to as "GUVNL") is a company incorporated under the Companies Act 1956 and is the holding company of all the unbundled functional entities of the erstwhile Gujarat Electricity Board (GEB) and is performing the bulk purchase and bulk sale of power, assigned as per the re-organization scheme issued by Government of Gujarat in accordance with the Gujarat Electricity Industry (Reorgnization and Regulation) Act, 2003.

1.1.2 In order to fulfill the renewable power purchase obligation (RPPO) and to meet the future requirements of Discoms, GUVNL intends to procure solar power up to capacity of 500 MW (Phase XIV) [conducted through electronically facilitated online web based portal followed by reverse auction] and additional upto 500 MW of power under Greenshoe option.

1.2 Details of Power Procurement

1.2.1 The bidders selected by GUVNL based on this RfS, shall set up Solar Power Projects in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from **https://www.bharat-electronictender.com**

1.2.2 Successful Bidder can opt for connectivity at STU or CTU Sub-station. A detailed indicative list providing tentative RE integration capacity (MW) for STU connectivity districtwise / sub-station wise is available on GETCO's website and can be downloaded from **http://www.getcogujarat.com/getco_new/pages/reif.php**. Bidders shall have to choose the location(s) and sub-station(s) for their proposed Solar Power Project from the above list as amended / updated by GETCO from time to time, in case the connectivity with STU is opted for. Availability of feeder bays will be checked by GETCO after receipt of connectivity application from respective bidders. The successful bidders may declare the name(s) of proposed sub-station within 7 days from issuance of LOA by GUVNL to GETCO to decide priority to be given to such successful bidders for granting connectivity which shall be done on L1 priority basis and no changes shall be allowed after such selection. After the above time period of 07 days the connectivity application will be processed on first come first serve basis by GETCO.

1.2.3 GUVNL may decide to enter into PPA with successful bidders for a period of 25 years from the scheduled commercial operation date of the project. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon credits, 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 GUVNL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

1.3 Eligible Projects

1.3.1 The Projects selected under this tender shall, deploy Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline silicon or thin film etc., with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

1.3.2 Projects under construction and do not have any PPA with existing buyers shall also be eligible to participate in the tender.

1.3.3 Solar Projects will also be allowed to be set up in the existing Wind Farm which is already connected to the grid subject to availability of spare capacity for RE integration at corresponding GETCO / CTU substation and subject to compliance of Section 3.5 & Section 1.2.2 of the RFS and also subject to GETCO / CTU's concurrence for utilizing the connectivity granted to Wind Farms.

SECTION 2: DEFINITIONS

Section 2: Definitions

Following terms used in the document will carry the meaning and interpretations as described below:

2.1 Definitions

"Act" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"***Affiliate***" in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such 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.

"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. For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8760)) X100%;

"Chartered Accountant" shall mean a person practicing in India or a firm where of all the partners are practicing in India as Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

"CERC" shall mean Central Electricity Regulatory Commission

"***Company***" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

"Commissioning" with respect to the Project as certified by GEDA shall mean when all equipments as per rated capacity has been installed and energy has flown into the grid and witnessing of such generation of electricity by representative authorised by DISCOM/GETCO

"Commercial Operation Date" shall be the date certified by GEDA upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

"Contract Year" shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final

Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

"***Control***" shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors

"***Controlling shareholding***" shall mean not less than 51% of the voting rights or paid up share capital in the Company/Consortium.

"CTU or Central Transmission Utility" shall mean the Power Grid Corporation of India Limited.

"Day" shall mean calendar day.

"**Discom**(s)" means one or more of the following distribution companies:

a) Madhya Gujarat Vij Company Limited,
b) Dakshin Gujarat Vij Company Limited
c) Uttar Gujarat Vij Company Limited, and
d) Paschim Gujarat Vij Company Limited

"Delivered Energy" means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by Gujarat SLDC. In case of net import of energy during a month, the successful bidder shall be required to make payment to GUVNL at the rate of HT Temporary Tariff as determined by GERC from time to time. In case of net export of energy during a month, the Successful Bidder shall be eligible for the receiving agreed tariff from GUVNL for such net delivered energy. Following points shall also form part of this definition.

(i) In case, the project is installed in existing Wind Farm and connected to the grid through its Pooling Station as per Section 1.3.3, the delivered energy shall be arrived at by deducting the below mentioned normative transmission losses between Pooling Station and GETCO's receiving sub-station from the energy recorded at Pooling Station. The normative losses for lines of different voltages to be considered for the purpose of deriving delivered energy for the Projects connected to GETCO / STU shall be as under:-

66 KV Level: 0.90 %
132 KV Level: 0.75 %
220 KV Level: 0.60 %

(ii) In case, the project is connected through CTU Network, then all transmission charges and losses upto delivery point shall be to the account of the Successful Bidder. No change in charges / losses of CTU shall be covered under Change in Law. In such cases, the commercial settlement of purchased energy as well as energy drawl from the grid shall be governed as per CERC (Deviation Settlement Mechanim) Regulations, 2014. The Scheduled Energy as certified by WRPC in Regional Energy Account as well as by SLDC-Gujarat in the State Energy Account in such case shall be considered as Delievered Energy subject to adjustment on account of transmission losses of CTU, if any.

"Delivery Point / Interconnection Point" shall be the point or points of connection at which Electricity is delivered into the Grid System of the GETCO.

"Electricity" shall mean the electrical energy in kilowatt-hours.

"Electricity Laws" shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued thereunder and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by CERC/ GERC from time to time.

"Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

"Financing Documents" shall mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the bidder and the Financing Parties relating to the financing of the Project.

"Financing Parties" means Parties financing the Project, pursuant to Financing Documents.

"GERC" shall mean Gujarat Electricity Regulatory Commission.

"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) 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, non-banking 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.

"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 Gujarat Urja Vikas Nigam Ltd (GUVNL) to the Selected Bidder for award of the Project in terms of this RFS.

"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.

"Metering Point" shall mean the point at which energy shall be measured and supplied to GUVNL and shall be at the interconnecting bus bar of the GETCO / CTU substation.

In case of Solar Projects to be set up in an existing Wind Farm and proposed to be interconnected to the grid through a common pooling station, the power generated from Wind and Solar Projects shall be injected and measured separately at the Pooling Station and the successful bidder shall have to install separate ABT compliant meters at Pooling s/s for this purpose.

"Month" shall mean calendar month.

"Net-Worth" means the Net-Worth as defined in Section 2 of the Companies Act 2013.

"Paid-up share capital" shall include:

- Paid-up equity share capital
- Fully, compulsorily and mandatorily convertible Preference shares
- Fully, compulsorily and mandatorily convertible Debentures.

"*Part Commissioning*" shall mean a part of the Solar PV Capacity (AC MW) commissioned as per clause 3.11.1 under Section 3.

"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;

"*Performance Bank Guarantee*" shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Section 3.7.

"PPA" shall mean the Power Purchase Agreement signed between the successful bidder and GUVNL according to the terms and conditions of the standard PPA enclosed with this RfS;

"Project" shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the successful bidder in Gujarat comprising of number of units at single/multiple locations, and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to GUVNL at the Delivery Point.

"Project Site" means any and all parcels of real property, rights-of-way, easements and access roads located in Gujarat, upon which the Project and its related infrastructure will be located.

"Project Capacity" means the AC capacity of the project at the generating terminal(s) and to be contracted with GUVNL for supply from the Solar Power Project.

"SCOD" or "Scheduled Commercial Operation Date" shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 18 (eighteen) months from the date of execution of the PPA.

"SEA" means the State Energy Account issued by State Load Dispatch Centre, Gujarat and amendment thereto.

"Selected Bidder or Successful Bidder" shall mean the Bidder selected for issue of the LOA and signing of PPA pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

"SLDC" means the State Load Dispatch Center as notified by the State Government.

"STU or "State Transmission Utility" or "GETCO" shall mean the Gujarat Energy Transmission Company Limited (GETCO).

"TOE" shall mean Tender Opening Event.

"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. (It is to clarify that the Parent or Ultimate Parent or Affiliate of a bidder can be a foreign company).

"Week" shall mean calendar week.

"Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered to the GUVNL and shall be in accordance with applicable regulations and terms & conditions of PPA.

SECTION 3: BID INFORMATION AND INSTRUCTIONS TO BIDDERS

Section 3: Bid Information and Instructions to Bidders

3.1 Obtaining RfS Document, Cost of Documents & Processing Fees

3.1.1 The RfS document can be downloaded from the website https://www.bharat-electronictender.com. A link of the same is also available at www.guvnl.com. Interested bidders have to download the official copy of RfS & other documents after logging into the website-Bidding Portal by using the Login ID & Password provided by portal service provider during registration (Refer Annexure – D).

3.1.2 The bidders shall be eligible to submit / upload their response to bid document only after logging into the https://www.bharat-electronictender.com and downloading the official copy of RfS.

3.1.3 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. 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 GUVNL.

3.2 Capacity Offered & Project Scope

3.2.1 **Capacity Allocation**

The selection of Grid-connected Solar PV Projects for total capacity of 500 MW (Phase XIV) with Greenshoe option of additional upto 500 MW will be carried out through e-bidding followed by e-Reverse Auction process.

3.2.2 **Minimum Capacity of Project:**

The minimum project capacity shall be 25 MW.

3.2.3 **Project Scope:**

The successful bidder shall set up Solar PV Power Project(s) including the electrical network up to the Delivery Point in line with Section 3.5, 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 and land registration) and those required from State Government and local bodies shall be in the scope of the successful bidder. However, the selection of Projects would be technology agnostic within PV technology and crystalline silicon or thin film, etc. with or without Trackers can be installed. In order to ensure only quality systems are installed, the Bidders shall strictly comply with the technical parameters detailed in the Annexure –A or as specified by MNRE from time to time whichever is applicable.

3.3 Eligibility for Project Capacity Allocation

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

3.3.1 A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application, subject to minimum bidding for 25 MW.

3.3.2 Multiple bids from same company including its Parent / Ultimate Parent / Affiliates / Group Companies shall make all the bids submitted by the group invalid.

3.3.3 The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.

3.3.4 In case the bidder wishes to set up a project at more than one location, then they would need to be physically identifiable with separate delivery points / inter-connection points and metering arrangement.

3.3.5 Capacity Allocation under the Greenshoe Option - The modality for allocation of additional upto 500 MW capacity under Greenshoe Option shall be as under:-

a) Upto 500 MW additional capacity through Greenshoe option be offered to the successful bidder(s), who are willing to execute PPA(s) with GUVNL at the lowest tariff (L1 rate) discovered under competitive bidding process (followed by e-reverse auction) to the extent of their respective quoted capacity or higher quantum (in case any of the Successful Bidder does not accept the additional quantum offered under the Greenshoe Option) to the extent of greenshoe capacity.

b) Succesful Bidder(s) intending to execute PPA for the Greenshoe Capacity shall have to meet the eligibility creteria for the capacity intended to be entered into PPA under Greenshoe Option. Successful Bidder(s) shall have to comply with the same by making submissions required in accordance with Clause 3.4 of the RfS within a period of 10 days from the conclusion of the reverse auction.

c) In addition to the foregoing, the Successful Bidders willing to execute PPA with GUVNL at the L1 rate shall have to give confirmation within the period of 10 days from the conclusion of reverse e-auction.

d) Greenshoe capacity shall be allocated in proportion of capacity allotted to the successful bidders in the reverse auction and willing to offer additional capacity under Greenshoe Option.

e) The terms & conditions as well as obligations & rights of Successful Bidder(s) as well as GUVNL shall be identical for additional capacity allocated under the Greenshoe Option as for the base capacity of 500 MW under this RfS.

3.4 Qualification Requirements

3.4.1 Bidder as defined in Section 2 is eligible to participate under this RfS. The successful bidder, if being a single company, can also execute the Project through

a Special Purpose Vehicle (SPV) with at least 76% shareholding in the SPV registered under the Indian Companies Act, 2013, before signing of PPA. Further, the successful bidder shall ensure that its shareholding in the SPV (special purpose vehicle) / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of GUVNL. In case of Successful Bidder itself executing PPA, it shall ensure that its promoters shall not cede Control till 1 (one) year from COD except with prior approval of GUVNL. However, in case the project is being set up by a listed Company, this condition will not be applicable.

3.4.2 Any consortium, if selected as Successful Bidder for the purpose of supply of power to GUVNL, shall incorporate a Project company / Special Purpose Vehicle (SPV) 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 GUVNL, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. The combined shareholding of the consortium members in the SPV / Project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of GUVNL. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companies. The shareholding pattern of members within the consortium shall not change till the signing of PPA.

3.4.3 Any Foreign Bidder, if selected as successful bidder for the purpose of supply of power to GUVNL, shall incorporate a subsidiary Special Purpose Vehicle (SPV) / Project Company with at least 76% shareholding to be registered under Indian Companies Act 2013 before signing of PPA with GUVNL. Further, in case a Foreign Bidder is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India..

3.4.4 The bidder should meet the following eligibility criteria as mentioned below.

i) The Net-Worth (as per Companies Act 2013) of the Bidder or its Affiliate or Parent / Ultimate Parent as on date of financial year ending i.e. 31.03.2021 or 31.12.2020 as the case may be shall not be less than INR **80 Lakhs per MW** (of the capacity quoted). In case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC or in case the networth of the Bidder is not meeting the required criteria on the dates mentioned above, the bidders can submit the Net-worth credentials based on latest available date and GUVNL shall accept the same subject to submission of documents mentioned at Section 3.15.

ii) The net worth to be considered for the above purpose will be the cumulative net-worth of the bidding company or consortium together with the networth of those Affiliates of the bidder(s) that undertake to contribute the required equity

funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.

iii) For avoidance of doubt, "net worth" as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

iv) For meeting the above financial eligibility criteria, if data is provided by the Bidder in USD, equivalent rupees of Net Worth and other financial parameters will be calculated by Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of accounts for the respective financial year.

v) Pursuant to evaluation of Net Worth Criteria as part of technical bid, if it is found by GUVNL that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder may be qualified for such lesser quantum at GUVNL's discretion, provided that such quantum is not less than minimum bid capacity i.e. 25 MW.

3.4.5 In accordance with the O.M. issued by the Department of Expenditure, Ministry of Finance, Govt. of India, vide No. 6/18/2019- PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).

2. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

3. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium where any member of the consortium falls under any of the above.

4. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 6.6 of the RfS. Accordingly, all the provisions of the above referred O.M. dated 23.07.2020 shall also be applicable for this tender.

3.5 Connectivity with the Grid

3.5.1 The project should be designed for delivery of energy at GETCO periphery. Grid interconnection of the project with STU / CTU Sub-station can be made either directly through a dedicated line or through pooling substation of an existing Wind Farm where wind projects are also connected.

3.5.2 The responsibility of getting the grid connectivity with GETCO / CTU shall entirely be of the Successful Bidder. In case of connectivity with STU, the interconnection voltages shall be governed as per GERC Regulations.

3.5.3 The arrangement of connectivity can be made by the successful bidder either through a dedicated transmission line which the Successful Bidder may construct himself or get constructed by GETCO or any other agency on deposit work basis basis or through a pooling sub-station of an existing Wind Farm subject to GETCO/CTU's Concurrence. The entire cost of transmission including cost of construction of line, maintenance, losses etc. from the project up to the delivery/ interconnection point will be borne by the Successful Bidder.

3.5.4 The transmission of power up to the point of interconnection and energy accounting infrastructure shall be the responsibility of the successful bidder at his own cost. The maintenance of Transmission system up to the interconnection point shall be responsibility of the Successful Bidder.

3.5.5 All expenses including wheeling charges and losses between the Project and the Delivery Point shall be paid by the Successful Bidder without any reimbursement by GUVNL.

3.5.6 All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by GUVNL.

3.5.7 The Successful Bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.

3.5.8 The Successful Bidder shall comply with the GERC / CERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and is responsible for all liabilities related to Connectivity.

3.6 Clearances Required from the State Government and other Local Bodies

3.6.1 The Bidders are required to obtain necessary clearances and permits as required for setting up the Solar Power Projects.

3.7 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

3.7.1 The Bidder shall provide the following Bank Guarantees to GUVNL as follows:

- Earnest Money Deposit (EMD) of Rs. 4 Lakh / MW in the form of Bank Guarantee along with RfS.
- Performance Bank Guarantee (PBG) of Rs. 9.44 Lakhs / MW (Rs 8 Lakh / MW plus GST @18%) after issuance of LOA and before signing of PPA

3.7.2 The Bank Guarantees against EMD shall be returned to the Successful Bidders after PBGs submitted by them are verified by GUVNL and PPAs are signed.

3.7.3 The Successful Bidders are required to sign PPA with GUVNL in line with the timeline given as per this RfS. In case, the selected bidder refuses to execute the PPA within the stipulated time period, the Bank Guarantee equivalent to EMD shall be encashed by GUVNL as penalty. In case the Project is not selected, GUVNL shall release the EMD within 15 days of closure of e-reverse auction.

3.7.4 The PBGs shall be valid upto a period of 6 months from Scheduled Commercial Operation Date (SCOD) of the Project with claim period upto 7 months from SCOD. The PBGs will be returned to the Successful Bidders immediately after successful commissioning of their Project, after taking into account any penalties due to delays in commissioning as per provisions stipulated in Section 3.11.

(i) Earnest Money Deposit (EMD) of Rs.4 Lakh / MW per Project in the form of Bank Guarantee according to Format 6.3 A and valid for 06 months (claim period upto 7 months afer date of bid deadline) 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.

(ii) The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C in favor of GUVNL.

(iii) Performance Bank Guarantee (PBG) - Bidders selected by GUVNL based on this RfS shall submit Performance Guarantee for a value of **@ Rs 9.44 Lakh / MW** at the time of signing of PPA. It is to clarify here that GST is applicable on Penalty / Liquidated Damages.It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3 B, issued in favor of GUVNL, for a value **@ Rs 9.44 Lakh / MW** with a validity period upto 6 months from Scheduled Commercial Operation Date with claim period upto 7 months from SCOD. 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 GUVNL to the successful Bidder.

(iv) The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Annexure - C to GUVNL.

(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 by GUVNL.

(vi) The Successful Bidders are required to sign PPA with GUVNL within 30 days from the date of issuance of LoA. Subsequent extension in this timeline shall be finalized and agreed by GUVNL. In case, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents 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 GUVNL and the selected Project shall stand cancelled.

(vii) The Bank Guarantees have to be executed on non-judicial stamp paper of Rs. 300/-.

(viii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidder.

(ix) In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist in Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

(x) GUVNL shall release the Bank Guarantees towards EMD of the Unsuccessful Bidders / project capacities within 15 days of closure of e-reverse auction

3.8 Forfeiture of EMD

The BG towards EMD shall be encashed by GUVNL 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, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not execute the PPA within the stipulated time period. However, in case of last selected bidder, the provisions of clause 4.4.3 shall apply.

(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 been suppressed;

(iv) If the bidder fails to furnish required Performance Bank Guarantee in accordance with Section 3.7.

3.9 Power Purchase Agreement

3.9.1 A copy of Standard Power Purchase Agreement, to be executed between GUVNL and the Successful Bidder or its subsidiary Special Purpose Vehicle (SPV), as defined under section 3.4 of this RfS, shall be provided by GUVNL along with this RfS. The PPA shall be signed within 30 days from the date of issue of Letter of Award (LoA). PPA will be executed between GUVNL and Selected Bidders which shall be valid for a period of 25 years from the date of SCOD as per the provisions of PPA.

3.9.2 Before signing of PPA between GUVNL and the Selected Bidders, GUVNL 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 also be required to furnish the documentary evidence for meeting the RfS Qualification Requirements as per Section 3.4.

3.9.3 **Power Generation by Successful Bidder**

(i) **Criteria for Generation:** The Successful Bidder will declare the annual CUF of his Project at the time of submission of response to RfS, which shall be allowed to be modified until 1 year from Commercial Operation Date of the project. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%. Successful Bidder shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL to the extent of non-availability of grid for evacuation which is beyond the control of the Successful Bidder. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

(ii) **Shortfall in Generation:** If for any Contract Year, it is found that the Successful Bidder has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the Successful Bidder, on account of reasons solely attributable to the Successful Bidder, such shortfall in performance shall make the Successful Bidder liable to pay the compensation @ 25% of the PPA tariff to GUVNL. This will, however, be relaxable by GUVNL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the Successful Bidder. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.

However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with GUVNL, affecting supply of solar power by the Successful Bidder

(iii) **Excess Generation:** In case the generation is over and above 10% of declared annual CUF, the Successful Bidder will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. In case GUVNL purchases the excess generation, the same may be done at 75% (seventy-five per cent) of the PPA tariff,

(iv) **Generation Compensation in Offtake Constraint due to Transmission Infrastructure not Complete / Ready Beyond Delivery Point (Transmission Constraint)**- After the scheduled commissioning date, if the plant is ready but the necessary power evacuation / transmission infrastructure beyond Delivery Point is not ready, for reasons not attributable to the Successful Bidder, leading to offtake constraint, the provision for generation compensation is as follows:

Transmission Constraint beyond Delivery Point	**Provision for Generation Compensation**
If the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, leading to offtake constraint	a) The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, for the period of grid unavailability beyond Delivery Point, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the Sucessful Bidder in the succeeding 3 (three) Contract Years, shall be procured by GUVNL at the PPA tariff so as to offset this loss. b) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by GUVNL for compensating the generation loss.

However, it is clarified that if the plant is ready before SCOD, but the offtake is constrained because of inadequate / incomplete power evacuation infrastructure beyond Delivery Point, no compensation shall be permissible.

(v) **Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point** - During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability beyond Delivery Point the power is not evacuated, for reasons not attributable to the Successful Bidder. In such cases

the generation compensation shall be addressed by GUVNL in following manner:

Duration of Grid unavailability beyond Delivery Point	**Provision for Generation Compensation**
Grid unavailability beyond Delivery Point in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	**Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability beyond Delivery Point during the contract year)]** Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year The excess generation by the Successful Bidder equal to this generation loss shall be procured by GUVNL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

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

Duration of Back down	**Provision for Generation Compensation**
Hours of Back down during a monthly billing cycle.	***Minimum Generation Compensation = [(Average Generation per hour during***

	the month) × (number of Back down hours during the month)]X PPA Tariff Where, Average Generation per hour during the Month (kWh) = Total generation in the Month (kWh) ÷ Total hours of generation in the Month.

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

3.9.4 The Successful Bidders shall be free to operate their projects after expiry of the 25 years from the SCOD of the Project, if other conditions like land lease etc., permits. However, any extension of the PPA period beyond 25 years from the SCOD of the project shall be through mutual agreements between the Successful Bidder and GUVNL.

3.9.5 The Successful Bidder will be free to re-power their Plant(s) from time to time during the PPA duration. However, GUVNL will be obliged to buy power only within the range of CUF specified in the PPA.

3.10 Financial Closure or Project Financing Arrangements

The Successful Bidder shall report tie-up of Financing Arrangements for the Project(s) within 12 months from the date of execution of PPA for which the Successful Bidder shall furnish documentary evidence within 12 months from the date of execution of PPA

An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs. 1000/- per day per MW (Plus GST). In case of any delay in depositing this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year). This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Successful Bidder without any interest on achievement of successful commissioning within the SCOD, on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the Successful Bidder shall not be refunded by GUVNL.

3.11 Commissioning and penalty for delay in commissioning

The Commissioning of the Projects shall be carried out by the Successful Bidder selected based on this RfS, in line with the Procedure elaborated in standard PPA document. The Successful Bidder shall be required to obtain Developer and / or Transfer Permission, Key Plan drawing etc. from GEDA prior to mounting of the solar panels (if required) and submit the same to GUVNL prior to actual commissioning of the Project. Commissioning certificates shall be issued by the State Nodal Agency i.e. GEDA after successful commissioning of Project in accordance with the applicable Rules / Regulations.

Further, the successful bidder shall submit details of Technology adopted as per Annexure A and in accordance with MNRE's "Approved List and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019" and List(s) thereunder as amended from time to time prior to actual commissioning of the Project.

Further, evidence of clear possession of Project Site selected by Successful Bidder shall be submitted on or before the Scheduled Commercial Operation Date for which the Successful Bidder shall provide documents/ Lease Agreement to establish possession/ right to use 100% (hundred per cent) of the required land in the name of the Successful Bidder or its Affiliate. In case the land is in the name of Affiliate, the land should be transferred in the name of Successful Bidder prior to Scheduled Commercial Operation Date (SCOD). Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or GUVNL, in case of default of the Successful Bidder. For lease of Government land, if the lease is not available upfront for the entire term of the PPA, then the Successful Bidder shall be required to give an undertaking stating that they shall be solely responsible for securing the extension of required land for the balance period of term of PPA. For lease of private land, the lease period shall cover the entire term of PPA. Sworn affidavit from the authorized person of the Successful Bidder listing the details of the land and certifying total land required for the Project under clear possession of the Successful Bidder shall be submitted by the Successful Bidder on or before SCOD.

In addition to above, the Successful Bidder shall submit the Connectivity agreement with STU and/or CTU, if applicable and requisite consent for Power Evacuation from STU and/or CTU, if applicable confirming technical feasibility of connectivity of the Solar Power Project upto the Delivery Point.

3.11.1 **Part Commissioning:** Part commissioning of the Project shall be accepted by GUVNL subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) commissioning shall be 25 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCOD (Schedule Commercial Operation Date) will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD.

3.11.2 **Early Commissioning:** The Successful Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD. In cases of early part-commissioning, till SCOD, GUVNL may purchase the generation till SCOD, at 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCOD, GUVNL may purchase the generation at PPA Tariff.

3.11.3 **Penalty for Delay in Commissioning:** The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, GUVNL shall encash the Performance Bank Guarantee (PBG) in the following manner.

a) Delay upto six (6) months from SCOD – GUVNL will encash total Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned

b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the Power Producer's Event of Default as per Article 10.2.1 of PPA shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCOD + 6 months. The PPA for balance capacity not commissioned shall be terminated

3.12 Commercial Operation Date (COD):

Commercial Operation date (COD) shall be the date certified by GEDA upon successful commissioning of full capacity of the Project or the last part capacity of the Project as the case may be. Successful Bidders shall have to provide a written notice to GUVNL at least 10 days in advance for the same.

3.13 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 GUVNL.

ii) No change in the shareholding pattern 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.

iii) After execution of PPA, the shareholding of single bidder / consortium members in the SPV / Project Companydeveloping the project shall not fall below 51% (Controlling Shareholding) at any time prior to one (1) year from COD except with prior approval of GUVNL. In case Successful Bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede Control till (1) one year from COD except with prior approval of GUVNL. After expiry of 1 year from COD, any change can be undertaken under intimation to GUVNL. Transfer of controlling shareholding within the same group of companies will however be allowed after COD, with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companies.

iv) In the event the Succesful Bidder is in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with GUVNL.

v) 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) plus GST shall be deposited by the Successful Bidder to GUVNL. However, the new entity should be of the same financial strength as the Successful Bidder.

3.14 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 Technical bid and Financial bid (Fixed Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Section 3.18.

3.15 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.

Detailed 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 Section. 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**.
4. **Performance Guarantee** (to be submitted before signing of PPA as specified in (Section 3.7) in the form as per **Format 6.3 B**.
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 GUVNL. 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.

d. Board Resolution from the affiliate of the bidding company, if networth of such affiliate is used by the bidder, undertaking that such affiliate shall contribute the required equity funding and performance bank guarantees in case the bidder fails to do so in accordance with clause 3.4.4 (ii) of RFS.

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. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure A or in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 and List(s) thereunder as amended from time to time, whichever is applicable. Final details of the same shall be submitted prior to commissioning of project."

8. **Format 6.6:** Format for **Disclosure**

9. Tie-up of Financing Arrangements for the projects within 12 months from date of execution of PPA. Bidder shall give an **undertaking for Commitment to Financial Closure** as per **Format 6.8**

10. Attachments

i) Memorandum of Association (MoA), Articles of Association (AoA) needs to be attached along with the bid. The bidder should also highlight the relevant provision in the Object Clause of the MoA relating to generation and sale of Power / Energy / Renewable Energy / Solar Power Plant development.

In case, there is no mention of above provision in the MoA 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), MoA, AoA of the SPV highlighting the relevant provision of Object Clause relating to generation and sale of Power / Energy / Renewable Energy / Solar 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 30 days 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 30 days prior to the last date of bid submission) to GUVNL indicating the controlling shareholding at the stage of submission of response to RfS to GUVNL as per Section 3.13. GUVNL 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 shall be required to be submitted; OR in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at RoC, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement as on latest available date supported with bank statement (if available) shall be required to be submitted.

In case Final Audited Annual Accounts for the last financial year are not available, then GUVNL shall accept the Provisional Accounts which are duly certified by a practicing Chartered Accountant of India and at least two directors or one director and the company secretary. Provided that an undertaking signed by at least two directors or one director and the company secretary is submitted by the bidder confirming that Final Audited Annual Accounts for the last financial year are not available as on date of bid submission.

Foreign Bidders shall be required to submit their audited annual accounts of previous two years as per relevant laws / acts of their country of origin and the same shall be duly certified by a practicing Chartered Accountant of India.

vi) Certificate from Chartered Accountants, certifying the cumulative Networth of the bidding company or consortium together with the networth of those Affiliates whose credentials are used. Such certificate shall clearly stipulate the networth per MW of quoted capacity, as per Section 2 of the Companies Act 2013, as on date of financial year ending i.e. 31.03.2021 or 31.12.2020 as the case may be, or in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC or in case the networth of the Bidder is not meeting the criteria as per Clause 3.4.4 (i), then the certificate issued by a Chartered Accountant computing net worth based on certified copy of Balance Sheet, Profit & Loss account, Schedules and cash flow statement as on latest available date supported with bank statement shall be required to be submitted.

vii) In case a bidder submits the Net-worth credentials of its Parent / Affiliate, an undertaking from such Parent / Affiliate shall be submitted, stating that in case the bidder(s) fails to contribute required equity funding and performance bank

guarantee, the same shall be contributed by such Parent / Affiliate in line with Clause 3.4.4(ii) of the RFS and as per Format 6.4.

3.16 Important Notes and Instructions to Bidders

i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

ii) The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA.

iii) If the Bidder / Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, GUVNL 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.

iv) If the event specified at point (iii) above is discovered after the execution of PPA, consequences specified in PPA shall apply.

v) Response submitted by the Bidder shall become the property of the GUVNL and GUVNL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Section 3.7.

vi) All documents of the response to RfS (including RfS, PPA, Corrigenda (if any) Addenda (if any) and all other documents uploaded on https://www.bharat-electronictender.com as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.

vii) The response to RfS shall be submitted as mentioned in Section 3.18. 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, GUVNL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

viii) 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. .

ix) Bidders shall mention the name of the contact person, contact number, email address and complete address of the Bidder in the covering letter.

x) Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by GUVNL.

xi) Response to RfS not submitted in the specified formats will be liable for rejection by GUVNL.

xii) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

xiii) Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of GUVNL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

xiv) Only GERC and/ or Gujarat High Court shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.17 Non-responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted offline to GUVNL 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 (offline as well as online) 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 Section 3.18 by due date and time of bid submission;

f. Any indication of tariff in any part of response to the RfS, other than in the financial bid.

g. Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.

h. Bidder or any of its Affiliates is a willful defaulter to any lender

i. Major litigation pending or threatened against the bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the bidder to undertake the Project

j. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company / Affiliate / Group Companies have submitted more than one

response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

k. Conditional bids shall be summarily rejected.

3.18 Method of Submission of Response to RfS by the Bidder

A. Documents to be Submitted Offline (in Original)

The bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Superscribed as "Bidding Envelopecontaining Covering Envelope, Pass Phrase Envelope -1 & Pass Phrase Envelope -2" at the top of the Envelope and "Name & Address of the Bidder" on the left hand side bottom must contain the following:

i. Covering Envelope: Superscribed 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:

- DD/Pay order towards Cost of RfS Document as mentioned in Bid Information Sheet or Payment details in case payment is made through NEFT/RTGS.
- Processing Fees in the form DD/Pay Order as mentioned in the Bid Information Sheet or Payment details in case payment is made through NEFT/RTGS
- 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)
- Letter for Disclosure, as per format 6.6
- Undertaking for commitment to Financial Closure as per format 6.8
- CA Certificate certifying Net Worth
- List of Shareholders / Promoters / Directors
- Certificate of Registration / Provisional Registration for GST

ii. **Pass-Phrase Envelope-1**: Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope

iii. **Pass-Phrase Envelope-2**: Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope

The bidding envelope shall contain the following sticker: (illustration)

Response to RfS for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup in Gujarat (Phase XIV) with Greenshoe Option of additional upto 500 MW	
Capacity of Project	***_____MW***

RfS Reference No.	***RfS No. GUVNL / 500 MW / Solar (Phase XIV) dtd _***
Submitted by	***(Enter Full name and address of the Bidder)***
Authorized Signatory	***(Signature of the Authorized Signatory) (Name of Signatory) (Stamp of Bidder)***
Bid Submitted to	**General Manager (IPP)** **Gujarat Urja Vikas Nigam Ltd** **Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007**

B. Documents to be submitted Online

Detailed instructions to be followed by the bidders for online submission of response to RfS are 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 **https://www.bharat-electronictender.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), 6.6, 6.8

ii) All supporting documents regarding meeting the eligibility criteria

The bidder will have to fill the Electronic Form provided at the **https://www.bharat-electronictender.com** 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):

iii) Covering letter as per Format-6.7 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 https://www.bharat-electronictender.com. 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:

i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

ii) 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.

iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

3.19 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"). GUVNL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.20 Bid Preparation Cost

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

3.21 Clarifications / Pre Bid meeting / Enquires / Amendments

i) Clarifications / Doubts, if any, on RfS document may be emailed and/or through https://www.bharat-electronictender.com

ii) GUVNL 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 GUVNL's response will be uploaded on GUVNL's website as well as on the website https://www.bharat-electronictender.com If necessary, amendments, clarifications, elaborations shall be issued by GUVNL which will be notified on GUVNL / E-bidding Portal. 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.

3.22 Right of GUVNL to Reject a Bid

GUVNL 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.

3.23 Other Compliances

Timely completiton of all milestones i.e. signing of PPA, meeting Financial Closure requirements, conditions subsequent, commissioning, etc. will be the sole responsibility of the Succesful Bidders and GUVNL shall not be liable for issuing any intimations / reminders to them for timely compliance of milestones and/or submission of compliance documents.

Any checklist shared with the Bidders / Succesful Bidders by GUVNL for compliance of milestones shall be for the purpose of facilitation only. Any additional documents required as per the conditions of RfS and PPA must be timely submitted by the Bidders / Succesful Bidders.

SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS

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 the provisions specified in Section 3 of this RfS. To ensure competitiveness, the minimum number of qualified Bidders required would be two. If the number of qualified bidders is less than two, even after three attempts of bidding, GUVNL may continue with the bidding process with the consent of GERC.

The detailed evaluation procedure and selection of bidders are described in this Section.

4.2 Techno-commercial Evaluation of bidders

A. First Envelope (Technical Bid) Evaluation (Step-1):

i. The first envelope (Technical Bid submitted online) of only those bidders will be opened by GUVNL whose required documents as mentioned at Section 3.18 A are received at GUVNL's office on or before the due date and time of bid submission.

ii. Bid responses 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 Section 3.18, GUVNL 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, GUVNL 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 GUVNL within 2 days from the date of such intimation from GUVNL. All correspondence in this regard shall be made through email / https://www.bharat-electronictender.com 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, GUVNL shall not be responsible for rejection of any bid on account of the above.

iv. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno- Commercial eligibility as per RfS.

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 Electronic Form 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 tariff per kWh for the project. Tariff can be quoted up to two places of decimal only.

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 Solar Power Projects short-listed is lower than or equal to 500 MW, then the procedure as elaborated in Section 4.3.2 shall be followed.

Note: 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 GUVNL. Thereafter GUVNL will take appropriate action in consultation with GERC.

v) 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.

vi) 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 Section 4.3.2).

vii) 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
B8	Rs. 2.30 (Tariff in Rs./ kWh)	*L1*
B5	Rs. 2.70 (Tariff in Rs./ kWh)	*L2*
B1	Rs. 2.80 (Tariff in Rs./ kWh)	*L3*
B4	Rs. 2.80 (Tariff in Rs./ kWh)	*L3*
B2	Rs. 3.00 (Tariff in Rs./ kWh)	*L4*
B3	Rs. 3.30 (Tariff in Rs./ kWh)	*L5*
B7	Rs. 3.50 (Tariff in Rs./ kWh)	*L6*
B6	Rs. 3.60 (Tariff in Rs./ kWh)	*L7*

Bidder	Submitted Financial bid	Ranking
B10	Rs. 3.90 (Tariff in Rs./ kWh)	*L8*
B9	Rs. 4.00 (Tariff in Rs./ kWh)	*L9*
B11	Rs. 4.00 (Tariff in Rs./ kWh)	*L9*

4.3 Reverse Auction (Step-3)

4.3.1 The reverse auction shall be conducted on https://www.bharat-electronictender.com. Reverse Auction shall be carried out as specified in "Bid Information Sheet" of this RfS.

4.3.2 Total eligible bidders for reverse auction shall be decided as mentioned below:

Assuming

T = Total number of techno-commercially qualified bidders, and

S_T= Capacity of the total number of techno-commercially qualified bidders

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

SM = Total capacity of techno-commercially qualified bidders after ranking is done in ascending order from L1 onwards) such that (S_M-1 < S_E MW and $S_M \geq S_E$

S_E = Eligible Capacity for Award

SE =(Eligible capacity for award)	**(i) In case ST <500 MW; SE = 0.8 X ST,** **(ii) In case ST ≥ 500 MW; SE = 0.8 X ST, subject to maximum eligible capacity being 500 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 (Sm-1 < SE MW and Sm ≥ SE) and 1≤m≤T**
	m+(T-m)/2, if Sm≥ SE and T-m is even	
	m+(T-m+1)/2, if Sm ≥ SE 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 = ST=770 MW

Eligible capacity for award = S_E = 500 MW

S_M = 550 MW

Therefore, n = [7 + (11-7)/2] = 9 as per the above formula.

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	M	S_E	N	Shortlisted Bidders
1	B8	L1	55	11	7	500 MW	9*	B8
2	B5	L2	45					B5
3	B1	L3	125					B1
4	B4	L3	75					B4
5	B2	L4	80					B2
6	B3	L5	95					B3
7	B7	L6	75					B7
8	B6	L7	60					B6
9	B10	L8	50					B10
10	B9	L9	55					
11	B11	L10	55					

** Thus, n = 7 + (11-7)/2 = 9 as per the above formula.*

4.3.3 Shortlisted bidders for Reverse Auction will be able to login into https://www.bharat-electronictender.com for reverse auction 15 minutes before the start time of reverse auction.

i) During 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 tariff which has to be at least 01 (one) paisa less than its current tariff.

iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in previous Section. 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.

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 there after 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 30 (thirty) minutes with a provision of auto extension by 5 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:

(a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.

(b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.

(c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed

4.4 Selection of Successful Bidders

4.4.1 (not used)

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 capacity 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 the balance capacity shall be awarded to the bidder till the total capacity is exhausted subject to a minimum allocation of 25 MW. The allocation of additional upto 500 MW capacity through Greenshoe option shall be as per Clause 3.3.5 of RFS. Provided that, in case the partial capacity (balance capacity till the total capacity on offer is exhausted) offered to the last Bidder after completion of the e-reverse auction is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity within 7 days of issuance of Letter of Award and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders

Further, in case the partial capacity offered is greater than or equal to 50% of the total quoted capacity by such Bidder, then it shall be mandatory for the last Bidder to accept such partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding 500 MW. In case the last Bidder refuses to accept such partial capacity offered by GUVNL, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by GUVNL.

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 Section), if the time of quote also becomes 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, GUVNL will have right to decide on the issuance of LOA to the Successful Bidders or any of them based on consideration of price discovered. In case of Consortium being selected as Successful Bidder, the issuance of LOA shall be to the Lead Member of the Consortium.

In all cases, GUVNL'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, GUVNL reserves the right to short close the capacity lower than 500 MW at its discretion, if the prices are abruptly high. Additionally, the discretion to allot or not to allot the additional upto 500 MW capacity under greenshoe option shall be vested solely with GUVNL.

SECTION 5: OTHER PROVISIONS

Section 5: Other Provisions

5.1 Role of GEDA (as State Nodal Agency)

GEDA will provide necessary support to facilitate the required approvals and sanctions so as to achieve commissioning of the Projects. This may include facilitation in the following areas:-

- Coordination among various State and Central agencies for speedy implementation of projects
- Issuance of commissioning certificates after due verification of documents relating to land acquisition and connectivity with GETCO / CTU and verification of technical specifications of solar project as per Annexure A and in accordance with MNRE's "Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019" and List(s) thereunder as amended from time to time.
- While certifying commissioning, GEDA shall ensure that all equipment as per rated project capacity has been installed and energy has flown into the grid.

5.2 Role of GETCO / CTU

It is envisaged that the GETCO / CTU will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- Upon application for Connectivity as per GERC / CERC Regulations, GETCO / CTU shall coordinate with the concerned agencies for grant of connectivity.

SECTION 6: FORMATS FOR BID SUBMISSION

Section 6: 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 Section 3.7, 3.15, 3.18 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 for Disclosure (Format 6.6)

viii) Format for submission of Financial Bid (Formats 6.7)

ix) Format of commitment to Financial Closure (Formats 6.8)

x) Technical Requirements for Grid Connected Solar Power Projects (Annexure - A)

xi) Check List for Bank Guarantees (Annexure-B)

xii) List of Banks (Annexure-C)

xiii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)

xiv) Terms & Conditions of Reverse Auction Procedure (Annexure-E)

The Bidder may use additional sheets to submit the information for their detailed response.

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.

General Manager (IPP)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007
Tel No. 0265-2334751
Website-www.guvnl.com

Sub: Response to RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated 03.01.2022 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup in Gujarat (Phase XIV) with Greenshoe Option of additional upto 500 MW

Dear Madam,

We, the undersigned ..... [insert name of the 'Bidder'] having read, examined and understood in detail the RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated 03.01.2022 & Addendums thereto, if any including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years from SCOD of the project by GUVNL and 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 6.6 under Disclosure). We are submitting application for the development of our Solar Project as under:-

	Capacity (MW)	***CUF%***
01		

	Capacity (MW)	***CUF%***
02		

(Note: 1. The bidder must ensure the project capacity mentioned is more than or equals to 25 MW.

Note 2. Bidders may indicate either single CUF% for the entire capacity of the Project OR may choose to provide different CUF% for different locations.

Note 3: Delete/Insert the rows as applicable, and number the locations accordingly)

1. "We give our unconditional acceptance to the RfS dated 03.01.2022, Standard PPA and Addendums thereto, if any. In token of our acceptance to the RfS and PPA along with the amendments and clarifications issued by GUVNL, 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 from the date of execution of the PPA.

2. Earnest Money Deposit (EMD): - (Please read Section 3.7 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 Section 3.7 of this RfS. The total capacity of the Solar Power Project offered by us is ..... MW

3. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the Project within due time as mentioned in 3.7, respectively on issue of LOA by GUVNL for the Project and/or we are not able to sign PPA with GUVNL within 30 days from date of issue of LOA or as intimated by GUVNL, GUVNL 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.

4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of the 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 GUVNL offers a capacity and such offered capacity is greater than or equal to 50% of our quoted 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 GUVNL 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. We further confirm that we are aware of the provisions of MNRE's Office Memorundum dated 09.03.2021 regarding imposition of Basic Custom Duty (BCD) on Solar PV Cells & Modules / Panels and noted the trajectory for imposition of BCD by Ministry of Finance, Government of India notified therein. We are also aware that we are required to take into account the above trajectory while quoting tariffs in the present tender and that the imposition of BCD as per above trajectory shall not be considered as "Change-in-Law" under Artile 9 of the PPA.

8. In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us then we shall ensure that our shareholding in the (special purpose vehicle) SPV / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of GUVNL. We shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with GUVNL, 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 on or before SCOD. In the event of delay in commissioning, the provisions of Section 3.7 & 3.11 of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with STU / CTU grid is established and GEDA issues certificate of commissioning.

10. We are submitting our response to the RfS with formats duly signed as desired by you 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 GUVNL.

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 one hundred eighty (180) days from the last date of submission of response to RfS).

14. Contact Person

Details of the representative to be contacted by GUVNL are furnished as under

Name: .....

Designation: .....

Company : .....

Address : .....

Phone Nos. : .....

Mobile Nos. : .....

Fax Nos. : .....

E-mail address: .....

GST No. : .....

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 Successful Bidder'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)

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 at ....., ...,.....and M/s ..... having its registered office at ..... , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (Insert name of the Consortium 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 of .....and having its Registered /Head Office at .....as 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. GUVNL / 500 MW / Solar (Phase XIV) dated 03.01.2022.

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 of .....under 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)

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.

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 of the cumulative capacity of ..... MW [Insert cumulative Project capacity proposed] for Procurement of up to 500 MW of Power from grid- Connected Solar Power Projects for long term basis, in response to the RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated 03.01.2022 and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Limited (hereinafter referred to as GUVNL) and GUVNL 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 GUVNL at Vadodara forthwith on demand in writing from GUVNL 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. 4 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 Section 3.7 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 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. (Rs. Only).

Our Guarantee shall remain in force until [insert date of validity in accordance with Section 3.7 of this RfS]. GUVNL shall be entitled to invoke this Guarantee till.....[insert date of validity in accordance with Section 3.7 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the GUVNL 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 GUVNL, made in any format, raised at the above mentioned address of the Guarantor Bank or at a branch located in Vadodara, in order to make the said payment to GUVNL.

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 GUVNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GUVNL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Gujarat 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 GUVNL 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 GUVNL 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 GUVNL and may be assigned under intimation to us, in whole or in part, (whether absolutely or by way of security) by GUVNL to any entity to whom GUVNL 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 Section 3.7 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GUVNL 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

Notes:

1. **The Stamp Paper should be in the name of the Executing Bank and of appropriate value.**
2. **The Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in Annexure C of the RfS.**
3. **The Bank Guarantee shall be strictly as per format and any deviation / addition in the text of Bank Guarantee shall make the bidder's bid liable for rejection.**
4. **Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :**

   Name of Bank – State Bank of India
   Bank Account No. – 10565103714
   IFSC Code - SBIN0001946

FORMAT- 6.3 B

Format for Performance Guarantee for Solar Power Project

(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 Successful Bidder] (hereinafter referred to as Successful Bidder) submitting the response to RfS inter alia for selection of the Project of the capacity of ..... MW, at .....[Insert name of the place] for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup in Gujarat (Phase XIV), in response to the RfS no. GUVNL / 500 MW / Solar (Phase XIV) dated 03.01.2022 and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Ltd (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of .....[insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Successful Bidder and issuing Letter of Award No ------- to .....(Insert Name of Successful Bidder) as per terms of RfS and the same having been accepted by the selected bidders resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from Successful Bidder / 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 GUVNL at Vadodara forthwith on demand in writing from GUVNL 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 Successful Bidder / SPV]

This guarantee shall be valid and binding on this Bank up to and including..... with claim period upto 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..... (Insert validity date being date upto 6 months from SCOD) and GUVNL shall be entitled to invoke this Guarantee till ..... (claim period upto 7 months from SCOD)

The Guarantor Bank hereby agrees and acknowledges that GUVNL 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 GUVNL, made in any format, raised at the above mentioned address of the Guarantor Bank or at a branch located in Vadodara, in order to make the said payment to GUVNL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----------[Insert name of the Successful Bidder / SPV] and/or any other person. The Guarantor Bank shall not require GUVNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GUVNL in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Gujarat 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 GUVNL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the [----------[Insert name of the Successful Bidder / SPV], to make any claim against or any demand on the [----------[Insert name of Successful Bidder / SPV] or to give any notice to the [----------[Insert name of the Successful Bidder / SPV] or to enforce any security held by GUVNL or to exercise, levy or enforce any distress, diligence or other process against the [----------[Insert name of Successful Bidder / SPV].

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to GUVNL and may be assigned under intimation to us, in whole or in part, (whether absolutely or by way of security) by GUVNL to any entity to whom GUVNL 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 ..... with claim period till .....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GUVNL 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

Notes:

1. **The Stamp Paper should be in the name of the Executing Bank and of appropriate value.**
2. **The Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in Annexure C of the RfS.**
3. **The Bank Guarantee shall be strictly as per format and any deviation / addition in the text of Bank Guaratene shall make the bidder's bid liable for rejection.**
4. **Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :**

   Name of Bank – State Bank of India
   Bank Account No. – 10565103714
   IFSC Code - SBIN0001946

FORMAT-6.4

Format for Board Resolution

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. GUVNL / 500 MW / Solar (Phase XIV) dated 03.01.2022 and Addendums thereto, if any for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup in Gujarat (Phase XIV) with additional upto 500 MW under Greenshoe Option including signing and submission of all documents and providing information / response to RfS to Gujarat Urja Vikas Nigam Ltd (GUVNL), representing us in all matters before GUVNL, and generally dealing with GUVNL 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)**

3. **RESOLVED THAT** the approval of the Board be and is hereby accorded to M/s _____ (bidding company) for using the Networth credientials of M/s_____ (Affilate) for participating in GUVNL's RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated 03.01.2022. Further resolved that M/s _____ (Affiliate) undertakes to contribute required equity funding and performance bank guarantees in case M/s_____ (Bidding Company) fails to do so in accordance with the RFS. **(To be provided by the Affiliate whose networth is used)**

[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]

1. **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%)

2. **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)
3. **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]

Certified true copy

(Signature, Name and stamp of Company Secretary)

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

Format for Consortium Agreement

(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. GUVNL / 500 MW / Solar (Phase XIV) dated 03.01.2022 and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Ltd (GUVNL) 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 GUVNL desires to purchase power from 500 MW grid connected Solar Power Projects to be setup in the state of Gujarat through Competitive Bidding Process (followed by reverse e-auction)

WHEREAS, GUVNL 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 GUVNL 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.

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 Successful Bidder 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 GUVNL in terms of the RfS.

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 GUVNL.

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 GUVNL.

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 GUVNL.

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:

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

FORMAT- 6.6

Format for Disclosure

(TO BE SUBMITTED ON THE STAMP PAPER OF RS 300 DULY NOTARIZED)

DISCLOSURE

Ref.: RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated 03.01.2022

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

Tel. #:

Fax#:

E-mail address#

To,

General Manager (IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: Response to RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated —_ for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup in Gujarat (Phase XIV) with Greenshoe Option of additional upto 500 MW

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated —_ and Addendums thereto, if any 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 undertake that we / our Parent or Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not willful defaulter to any lender and there is no major litigation pending or threatened against us or any of our Affiliates which are of a nature that could cast a doubt on our ability or sustainability to undertake the Project.

We further declare that we have read the provisions of Clause 3.18, 3.4.5 and Section 6 of the RfS, and are complying with the requirements as per the referred **Office Memorandum issued by Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD dated 23.07.2020**, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates **(Annexure to this format)** in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, GUVNL shall take appropriate action as deemed necessary.

We further declare that we are aware of binding provisions of MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 and List(s) thereunder as amended from time to time while quoting the tariff in the present tender.

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 LOA 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.

Dated the_____day of_____, 20....

Thanking you,

we remain,

Yours faithfully,

(Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration)

ANNEXURE TO FORMAT 6.6

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

Office Memorandum issued by Department of Expenditure, Ministry of Finance, Govt. of India, vide No. 6/18/2019-PPD dated --.--.2021

(To be submitted on the Letter Head of the Bidding Company/Each Member of Consortium)

Ref. No.: RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated —23.1.2021

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

Tel.#: Fax#:

E-mail address#

To,

General Manager (IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: Response to RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated —_ for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup in Gujarat (Phase XIV) with Greenshoe Option of additional upto 500 MW

Dear Sir/ Madam,

This is with reference to attached office memorandum order no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance, Govt. of India.

We are hereby submitting the following declaration:

Declaration :

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

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 the tender will be rejected.

Dated the ____day of_____, 2021

Thanking you,

We remain,

Yours faithfully,

Encl: Office Memorandum issued by Department of Expenditure, Ministry of Finance, Govt. of India, vide No. 6/18/2019-PPD dated 23.07.2020, as referred above

(Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration)

FORMAT- 6.7

Financial proposal

Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,

General Manager (IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: Response to RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated 03.01.2022 for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Projects to be setup in Gujarat (Phase XIV) with Greenshoe Option of additional upto 500 MW

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 https://www.bharat-electronictender.com 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 Signatory

Name:

Designation

Name of the Firm/Consortium Address

FORMAT- 6.8

Format of Commitment to Financial Closure

[(On Stamp Paper duly notarised)

We hereby undertake in line with Clause 3.10 under the title "Financial Closure" that the following details shall be furnished within 12 (twelve) months from the date of execution of PPA:-

- Evidence of achieving complete tie-up of Project Cost through internal accruals or through external Financing Agency

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee subject to detailed terms and conditions mentioned under the PPA and except when extension charges as per Clause 3.10 have been paid.

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

Date:

Annexure – A: Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. PV Module Qualification

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Power Conditioners/ Inverters

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest GERC/ CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant GERC/ CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/ Rated output power of the inverter (if different power ratings are mentioned at different

	temperatures, then power rating at 50^0 C shall be considered) in kW will be considered as inverter rated capacity.

3. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the SCOD of the project and voltages as per latest IEC standards. (**Note:** IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years).

4. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance

5. Authorized Test Centres

The PV modules / Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

6. Warranty

a. PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years from the SCOD of the project.

b. The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.

c. The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.

d. The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

7. Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be

inside or outside the laminate, but must be able to withstand harsh environmental conditions):

i) Name of the manufacturer of PV Module

ii) Name of the Manufacturer of Solar cells

iii) Month and year of the manufacture (separately for solar cells and module)

iv) Country of origin (separately for solar cells and module)

v) I-V curve for the module at Standard Test Condition (1000 W/m^2, AM 1.5, 25^0C)

vi) Wattage, Im, Vm and FF for the module

vii) Unique Serial No. and Model No. of the module

viii) Date and year of obtaining IEC PV module qualification certificate

ix) Name of the test lab issuing IEC certificate

x) Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

8. Performance Monitoring:

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to GUVNL and MNRE or GEDA on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to GUVNL and MNRE or GEDA to the remote monitoring portal of the power plants on a 24X7 basis.

9. Safe Disposal of Solar PV Modules:

The Bidder will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

Annexure – B: Check list for Bank Guarantees

Sl. no.	Details of Checks	Yes/No
1.	Is the BG on non-judicial Stamp paper of Rs. 300	
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	Whether the copy of SFMS confirmation of issuance of BG has been forwarded to GUVNL?	
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./LOA 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?	

Annexure – C: List of Banks

The list of Banks shall be **as per Finance Dept. GR No. EMD/10/2021/7729/DMO** dated **12.04.2021** read with corrigendum dated **28.06.2021** as amended or replaced from time to time. The presently applicable list is as under

(A) Guarantees issued by following Banks will be accepted as EMD / PBG on permanent basis.

1. All nationalized banks.

(B) Guarantees issued by following Banks will be accepted as EMD / PBG for the period upto 31.03.2022. The validity cut off date is with respect to the date of issue of Bank Guarantee irrespective of date termination of Bank Guarantee.

1. The Mehsana Urban Co-operative Bank Ltd.
2. The Ahmedabad Mercantile Co-operative Bank Ltd.
3. Nutan Nagarik Sahakari Bank Ltd.
4. The Kalupur Commercial Co-Operative Bank Ltd.
5. RBL Bank
6. Axis Bank
7. ICICI Bank
8. HDFC Bank
9. Kotak Mahindra Bank
10. Indusind Bank
11. YES Bank
12. The Gujarat State Co-operative Bank
13. Saraswat Bank
14. Rajkot Nagarik Sahakari Bank Limited.
15. Saurashtra Gramin Bank
16. DCB Bank
17. Tamilnadu Mercantile Bank
18. Ujjivan Small Finance Bank
19. A U Small Finance Bank
20. Federal Bank
21. Equitas Small Finance Bank
22. Bandhan Bank
23. Standard Chartered Bank
24. City Union Bank

Annexure – D: Special Instructions to Bidders for e-Tendering

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.

FOR CONDUCTING ELECTRONIC TENDERING, GUVNL HAS DECIDED TO USE THE PORTAL HTTPS://WWW.BHARAT-ELECTRONICTENDER.COM WHICH IS APPROVED BY MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY THROUGH "CERTIFICATE OF APPROVAL" NO DIR/UKN/EPROCUREMENT/CERTIFIATE/2018-I DATED 31.07.2018.

Instructions

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope **Auction**

The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class III.
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 GUVNL (Optional)
   b) View response to queries posted by GUVNL
8. Bid-Submission on ETS
9. Respond to GUVNL 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 III, 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.bharat-electronictender.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 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 https://www.bharat-electronictender.com If the official copy of the documents is not downloaded from ETS Portal of https://www.bharat-electronictender.com 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.

ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-124 - 4229071, 4229072 Emergency Contact No. +918287663763
Email-ID	support@isn-ets.com **[Please mark CC: support@electronictender.com]**

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 Section 3.18 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 Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' 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 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 Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main- Bid. If it is found during the Online TOE that a bidder has not filled in the complete information in the Electronic Forms™, 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 Electronic Forms™ and the 'Main- Bid', the contents of the Electronic Forms™ shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in figures will prevail.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to GUVNL 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 bidder should visit the home-page of the portal https://www.bharat-electronictender.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

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 III 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 (.i.e. 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 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-Reverse Auction

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (.i.e. 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-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction 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 (Recommended version Internet Explorer 11)

Digital Certificate(s)

Annexure – E: Terms & Conditions Of Reverse Auction

After opening of financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), GUVNL 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 / Corrigenda / 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 the portal service provider.
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, such bids would be considered non-responsive and would be rejected by GUVNL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of GUVNL 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 '5' 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 posting of the Financial Bid during reverse auction.
    b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of GUVNL, 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 GUVNL contact personnel indicated in the RfS document.

e) Order finalization and post order activities such as issuance of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and GUVNL.

f) LOA shall be placed outside the e-bidding portal & further processing of the LOA shall also be outside the system.

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 AnnexureD 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) GUVNL 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.bharat-electronictender.com 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	30 minutes
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

Sl. No.	Parameter	Value
3.1	Pre-defined Time-Duration	05 minutes
3.2	Automatic extension Time-Duration	05 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Bidder-Start-Price	Tariff Quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by GUVNL 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 GUVNL. 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. GUVNL 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.

GUVNL reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

GUVNL 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 GUVNL 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.

GUJARAT URJA VIKAS NIGAM LTD.

Power Purchase Agreement (PPA)

FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS [FOLLOWED BY REVERSE E-AUCTION] FROM 500 MW GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS (PHASE XIV) WITH GREENSHOE OPTION OF ADDITIONAL UPTO 500 MW.

RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated __

(Tender Search Code @ ETS: GUVNL-2022-TN000002)

ISSUED BY

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan, Race Course Vadodara-390007

Tel No. 0265-2340289, 0265-2310582 / 83 /84 / 85/ 86

Website: www.guvnl.com

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This Power Purchase Agreement is made and entered into at Vadodara on this __day of _____ 2021 between _____

_____ incorporated under Companies Act, _____ having its CIN No. _____ and registered Office at _____ (hereinafter referred to as "Power Producer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of first part.

AND

Gujarat Urja Vikas Nigam Limited incorporated under the Companies Act 1956 (1 of 1956) having its Registered office at Sardar Patel Vidyut Bhavan, Race Course Vadodara – 390 007, (hereinafter referred to individually, as "GUVNL" or "Power Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of the second part.

WHEREAS Govt. of Gujarat vide Resolution G.R. No. SLR/11/2020/77/B1 dated 29.12.2020 has notified the Gujarat Solar Power Policy 2021 which shall remain operational for the period upto 31.12.2025.

AND, WHEREAS the Gujarat Solar Power Policy 2021 stipulates that the obligated entities shall purchase solar power to fulfil their RPO at the tariff determined through competitive bidding.

AND, WHEREAS the Ministry of Power vide Resolution no. 23/27/2017-R&R dated 03.08.2017 has notified the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from grid connected Solar PV Power Projects.

AND, WHEREAS GUVNL vide RFS No. GUVNL / 500 MW / Solar (Phase XIV) dated _____ has floated tender for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected Solar Photovoltaic Power Projects to be setup in Gujarat (Phase XIV) with Greenshoe option of additional upto 500 MW, and the Power Producer has been declared Successful Bidder pursuant to Letter of Award (LoA) dated ..... for development of Solar Power Project of .....MW capacity and sale of entire of electrical energy, so produced, for commercial purposes from such Power Plant to GUVNL.

AND, WHEREAS, GUVNL shall be filing / has filed a petition (no. / 20__) under Section 63 of The Electricity Act, 2003 before the Honourable Gujarat Electricity Regulatory Commission for adoption of tariff discovered through the Competitive Bidding Process (followed by Reverse Auction) conducted by GUVNL through RfS no. GUVNL / 500 MW / Solar (Phase XIV) dated _____ & Addendums thereto, if any. Therefore this Power Purchase Agreement shall be subject

to the adoption of tariff by the Honourable Commission / ____. In terms of Clause 10.4 of Ministry of Power's guidelines dated 03.08.2017, as amended from time to time, GUVNL shall approach the GERC for adoption of tariffs under Section 63 of the Act. Any delay in adoption of tariff by GERC, beyond 60 (sixty) days from date of filing of petition by GUVNL, shall entail a corresponding extension in due date for financial closure and scheduled commissioning date, for equal no of days for which the GERC order has been delayed beyond such 60 days period.

AND, WHEREAS the Power Producer desires to set-up such Solar Energy based Power Plant of ..... MW capacity at the location details specified as per Schedule 3 using new Solar Photovoltaic Grid Interactive power plants.

AND, WHEREAS, the Power Producer has taken responsibility to set up requisite power injection system into Gujarat Energy Transmission Corporation Ltd (GETCO) Grid.

AND, WHEREAS the GUVNL agrees to purchase such power with Discom wise share to be decided from time to time for fulfillment of their RPO .

AND, WHEREAS, the Parties hereby agree to execute this Power Purchase Agreement setting out the Terms & Conditions for sale of power by Power Producer to GUVNL.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, GUVNL AND THE POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

ARTICLE 1: Definitions

1.1 For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

"Agreement" shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the Parties from time to time.

"Approvals" means the permits, clearances, licenses and consents as are listed in Schedule 2 hereto and any other statutory approvals.

"Base rate of Late Payment Surcharge" means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify. Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

"Billing Period" means (subject to Article 6.1 of the Agreement) the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs.

"Billing Date" shall be the first Business Day after the Metering Date of each Billing Period.

"Bid Deadline" shall mean the last date of submission of bid under RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated _____ & Addendums thereto, if any

"Business Day" shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Vadodara.

"Change in Law" shall have the meaning ascribed thereto in Article 9 of this Agreement.

"Commissioning" with respect to the project or part thereof as certified by GEDA shall mean when all equipments as per rated capacity has been installed and energy has flown into the grid.

"Commercial Operation Date (COD)" shall be be the date certified by GEDA upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

"CERC" means Central Electricity Regulatory Commission.

"**Competent Court**" means the Supreme Court of India or any High Court, or any tribunal or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the Project.

"**Contracted Capacity**" shall mean ..... [Insert capacity] MW AC contracted with GUVNL for supply by the Power Producer at the Delivery Point from the Solar Power Project. It is to clarify

that in any 15 minute time block during the entire term of PPA, the injected power shall not exceed the Contracted AC Capacity plus 5% as well as the inverter capacity shall not exceed Contracted AC Capacity plus 5%

"Contracted CUF" shall mean *the % capacity utilization factor of the project mentioned in Schedule 3 of the PPA and* which shall be allowed to be modified until 1 year from Commercial Operation Date and thereafter it shall remain unchanged for the balance term of the PPA.

"Contract Year" shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year i.e. a period of twelve months commencing on April 1 and ending on following March 31. Each successive Contract Year shall coincide with the succeeding Fiscal Year, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

"CTU or Central Transmission Utility" shall mean the Power Grid Corporation of India Limited.

"Debt Due" shall be as defined at Article 10.3.2

"Delivery Point / Interconnection Point" shall be the point or points of connection at which Electricity is delivered into the Grid System of the GETCO.

All expenses including wheeling charges and losses between the Project and the Delivery Point shall be paid by the Power Producer without any reimbursement by GUVNL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by GUVNL.

"Delivered Energy" means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by Gujarat SLDC. In case of net import of energy during a month, the Power Producer shall be required to make payment to GUVNL at the rate of HT Temporary Tariff as determined by GERC from time to time. In case of net export of energy during a month, the Power Producer shall be eligible for the receiving agreed tariff from GUVNL for such net delivered energy. Following points shall also form part of this definition.

(i) In case, the project is installed in existing Wind Farm and connected to the grid through its Pooling Station, the delivered energy shall be arrived at by deducting the below mentioned normative transmission losses between Pooling Station and GETCO's receiving sub-station from the energy recorded at Pooling Station. The normative losses for lines of different voltages to be considered for the purpose of deriving delivered energy for the Projects connected to GETCO / STU shall be as under:-

66 KV Level: 0.90 %
132 KV Level: 0.75 %
220 KV Level: 0.60 %

(ii) In case, the project is connected through CTU Network, then all transmission charges and losses upto delivery point shall be to the account of the Power Producer. No change in charges / losses of CTU shall be covered under Change in Law. In such cases, the commercial

settlement of purchased energy as well as energy drawl from the grid shall be governed as per CERC (Deviation Settlement Mechanim) Regulations, 2014. The Scheduled Energy as certified by WRPC in Regional Energy Account as well as by SLDC-Gujarat in the State Energy Account in such case shall be considered as Delievered Energy subject to adjustment on account of transmission losses of CTU, if any.

"Discom(s)" means one or more of the following distribution companies:

a) Madhya Gujarat Vij Company Limited

b) Dakshin Gujarat Vij Company Limited

c) Uttar Gujarat Vij Company Limited and

d) Pashim Gujarat Vij Company Limited

"Due Date of Payment" in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the GUVNL.

"Electricity" shall mean the electrical energy in kWh (kilowatt-hours).

"Electricity Laws" shall mean the Electricity Act, 2003 and the relevant Rules, Notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by the GERC / CERC from time to time.

"Emergency" means a condition or situation of physical damage to GETCO's / DISCOM's electrical system including the Grid System, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by GETCO or DISCOM Grid System or could endanger life or property.

"Expiry Date" shall mean the date occurring after twenty five (25) years from the Scheduled Commercial Operation Date of the project.

"Financing Documents" mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the Power Producer and the Financing Parties relating to the financing of the Project.

"**Financial Closure**" shall mean arrangement of necessary funds by the Power Producer 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. At this stage, Power Producer shall ensure submission of documents / certificates evidencing the tie up of project cost through internal resources and /or through external Financing Agency.

"Financing Parties" shall mean the parties financing the Project, pursuant to the Financing Documents.

"Force Majeure Event" shall have the meaning set forth in Article 8.

"GERC" means the Gujarat Electricity Regulatory Commission.

"GoI" shall mean the Government of the Republic of India and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

"GoG" shall mean the Government of the State of Gujarat and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

"Government Instrumentality" shall mean the GoI, the GoG and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.

"Grid System" shall mean CTU / STU / Discom's power transmission system / distribution system through which Delivered Energy is evacuated and distributed.

"Interconnection Facilities" in respect of the Power Producer shall mean all the facilities installed by the Power Producer to enable GUVNL to receive the Delivered Energy from the Project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to GETCO's nearest sub-station.

"Installed Capacity" shall mean the capacity of the Project at the generating terminal(s) and *and may be within ± 5% of Contracted Capacity, provided that necessary evacuation consent shall have to be arranged from GETCO / CTU.*

"KV" shall mean Kilovolts.

"kWh" shall mean Kilowatt-hour.

"Law" shall mean any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any Governmental Instrumentality.

"Letter of Award (LoA)" shall mean the letter dated ..... issued by GUVNL to the Power Producer for award of the Project.

"Metering Date" for a Billing Period, means the midnight of the last Day of the calendar month.

"Metering Point" shall mean the point at which energy shall be measured and supplied to GUVNL and shall be the interconnecting bus bar of the GETCO / CTU substation. In case of Solar Projects to be set up in an existing Wind Farm and proposed to be interconnected to the grid through a common pooling station, the power generated from Wind and Solar Projects shall be injected and measured separately at the Pooling Station and the successful bidder shall have to install separate ABT compliant meters at Pooling s/s for this purpose.

"Monthly Charge" shall have the meaning set forth in Article 5.

"MW" means Megawatts.

"Must Run Status" shall mean that Project shall not be directed by the GUVNL to shut down or back down due to variations in the generation/consumption patterns or any commercial parameters, merit order dispatches or existence/apprehension of any other charges or levies related to dispatch or incidental thereto except Force Majeure Events and emergency.

"O & M Default" shall mean any default on the part of the Power Producer for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times.

"Part Commissioning" shall mean the Solar PV Capacity (AC MW) to be commissioned as per provisions of the Part Commissioning in this Agreement

"Performance Bank Guarantee" shall mean the irrevocable unconditional bank guarantee submitted by the Power Producer as per the RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated _____.

"Project" shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the Power Producer at the location details specified as per Schedule 3 comprising of number of units at single/multiple locations, aggregating to contracted capacity of _____ MW and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to GUVNL at the Delivery Point.

"Project Site" means any and all parcels of real property, rights of way, easements and access roads located at the location details specified as per Schedule 3, upon which the Project and its related infrastructure will be located as described in Schedule 1 hereto.

"Prudent Utility Practices" shall mean those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.

"Reference Exchange rate" shall mean, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this agreement, the buying rate of such currency as of 12:00 noon on the relevant date notified by the State Bank of india, and in absence of such rate, the average of similar rates notified by Bank of India and Bank of Baroda.

"**SBI 1 Year MCLR Rate**" means 1 year Marginal Cost of Funds Based Lending Rate (MCLR) fixed by State Bank of India (SBI) / any replacement thereof by SBI for the time being in effect applicable for 1 year period, as on 1st April of the respective financial year in accordance with regulations and guidelines of Reserve Bank of India. In absence of such rate, any other arrangement that substitutes such rate as mutually agreed to by the Parties.

"Scheduled COD" or **"Scheduled Commercial Operation Date"** shall mean the date ..... (Insert a date within **18 (eighteen) months** from the date of execution of the PPA.

"SEA" means the State Energy Account issued by State Load Dispatch Centre, Gujarat and amendment thereto.

"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.

"SLDC" means the State load dispatch center as notified by the State Government.

"STU or State Transmission Utility" shall mean the Gujarat Energy Transmission Company Limited (GETCO).

"Tariff" shall have the meaning set forth in Article 5.

"Tariff Invoices" shall have the meaning set forth in Article 6.

"Technical Limits" means the limits and constraints described in Schedule 1, relating to the operations, maintenance and dispatch of the Project.

"Term" means the term of the Agreement as defined in Article 10.1.

"Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered to the GUVNL which shall be 66 kV or above.

1.2 Interpretation:

a) This PPA shall be subject to approval/ adoption of tariff by GERC.

b) Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

c) In this Agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies and Discom (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns.

ARTICLE 2: Licences, Permits

The Power Producer, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licenses and approvals required from time to time by all regulatory / statutory competent authority (ies) in order to enable it to perform its obligations under the Agreement. GUVNL will render all reasonable assistance to the Power Producer to enable the latter to obtain such clearances without any legal obligation on part of GUVNL.

Provided, however, non-rendering or partial rendering of assistance shall not in any way absolve the Power Producer of its obligations to obtain such clearances. Nor shall it mean to confer any right or indicate any intention to waive the need to obtain such clearances.

ARTICLE 3: Obligations

3.1 Obligations of the Power Producer:

(i) The Power Producer shall obtain all statutory approvals, clearances and permits necessary for the Project at his cost in addition to those Approvals as listed in Schedule 2.

(ii) The Power Producer shall obtain financial closure within twelve (12) months from date of execution of PPA.

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

An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs.1000/- per day per MW plus GST @ 18%.

In case of any delay in depositing this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year).

This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCOD on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the Power Producer shall not be refunded by GUVNL.

(iii) The Power Producer shall construct, operate and maintain the Project during the term of PPA at his cost and risk including the required Interconnection Facilities and in close co-ordination with GETCO/ CTU's feasibility.

(iv) The Power Producer shall sell all available capacity from identified Solar Photovoltaic Grid-Interactive Power Plants to the extent of contracted capacity on first priority basis to GUVNL and not to sell to any third party.

a. **Criteria for Generation:** The Power Producer shall maintain generation so as to achieve annual CUF within + 10% and -15% of the contracted CUF till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the contracted annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL to the extent of non-availability of grid for evacuation which is beyond the control of the Power Producer. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

b. **Shortfall in Generation:** In case the project generates and supplies energy less than the energy corresponding to the minimum CUF (Calculation of CUF will be on yearly basis), the Power Producer will be liable to compensate GUVNL for the shortfall in availability below such contracted CUF level at 25% of the PPA Tariff. This will, however, be relaxable by GUVNL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the Power Producer. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.

c. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with GUVNL, affecting supply of solar power by the Power Producer.

d. **Excess Generation:** In case the availability is more than the maximum CUF specified, the Power Producer will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. In case of excess generation, GUVNL shall reserve the right to purchase the excess generation at 75% (seventy-five per cent) of the PPA tariff.

(v) The Power Producer shall seek approval of GETCO/ CTU in respect of Interconnection Facilities.

(vi) The Power Producer shall undertake at its own cost construction/ upgradation of (a) the Interconnection Facilities, (b) the Transmission Lines and as per the specifications and requirements of GETCO/ CTU, as notified to the Power Producer at schedule 1(5).

(vii) The Power Producer shall undertake at its own cost maintenance of the Interconnection Facilities, excluding the transmission line beyond the Sending Station as per the specifications and requirements of GETCO/ CTU, as notified to the Power Producer, in accordance with Prudent Utility Practices.

(viii) The Power Producer shall operate and maintain the Project in accordance with Prudent Utility Practices.

(ix) The Power Producer shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it. All expenses including wheeling / transmission charges and losses, UI / DSM Charges applicable as per GERC / CERC Regulations, upto Delivery Point shall be paid by the Power Producer without any reimbursement by GUVNL.

(x) For evacuation facility and maintenance of the transmission, the Power Producer shall enter into separate agreement with GETCO/ CTU, if applicable.

(xi) To procure start up power required for the plant from respective Discom.

(xii) The shareholding of promoters/consortium members of Power Producer shall not fall below 51% until 1 year from COD, without prior consent of GUVNL. In case Successful Bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede Control till (1) three years from COD except with prior approval of GUVNL. After expiry of 1 years from COD, any change can be undertaken under intimation to GUVNL. Transfer of controlling shareholding within the same group of companies will however be allowed after COD, with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companies

(xiii) Fulfilling all other obligations undertaken by him under this Agreement.

3.2 Obligations of GUVNL:

(i) GUVNL shall grant Must Run Status to the Project. However, subject to the considerations as stated under clauses 3.4, 3.5 and 3.6 of the PPA.

(ii) GUVNL shall allow the Power Producer to re-power their plants from time to time during the PPA duration. However, GUVNL will be obliged to buy power only within the range of CUF, specified in the PPA.

3.3 Liquidated Damages for Delay in Commissioning the Project / Solar Photovoltaic Grid Interactive Power Plant Beyond Scheduled Commercial Operation Date

The Project shall be commissioned within Scheduled Commercial Operation Date. The Power Producer shall have to submit Commissioning Certificate as verified, inspected and certified by GEDA. In case of failure to achieve this milestone except due to Force Majeure Event, GUVNL shall encash Performance Bank Guarantee (PBG) in the following manner:

a) Delay upto six (6) months from SCOD – GUVNL will encash total Performance Bank Guarantee on per day basis and proportionate to the balance capacity not commissioned.

b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the Power Producer's Event of Default as per Article 10.2.1 shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCOD + 6 months. The PPA for balance capacity not commissioned shall be terminated.

The power producer further acknowledges that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by GUVNL as specified under this Agreement.

3.4 Generation Compensation in Offtake Constraint Due to Transmission Infrastructure Not Complete/ Ready Beyond Delivery Point (Transmission Constraint)

After the scheduled commissioning date, if the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, for reasons not attributable to the Power Producer, leading to offtake constraint, the provision for generation compensation is as follows:

Transmission Constraint beyond Delivery Point	**Provision for Generation Compensation**
If the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, leading to offtake constraint	a) The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, for the period of grid unavailability beyond Delivery Point, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the Sucessful Bidder in the succeeding 3 (three) Contract Years, shall be procured by GUVNL at the PPA tariff so as to offset this loss. b) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by GUVNL for compensating the generation loss.

However, it is clarified that if the plant is ready before SCOD, but the offtake is constrained because of inadequate/ incomplete power evacuation infrastructure beyond Delivery Point, no compensation shall be permissible.

3.5 Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point

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

Duration of Grid Unavailability beyond Delivery Point	**Provision for Generation Compensation**
Grid unavailability beyond Delivery Point in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be	**Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability beyond Delivery Point during the contract year)]**

counted):	Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year The excess generation by the Power Producer equal to this generation loss shall be procured by GUVNL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

3.6 Offtake Constraints Due to Backdown

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

Duration of Back down	**Provision for Generation Compensation**
Hours of Back down during a monthly billing cycle.	***Minimum Generation Compensation = [(Average Generation per hour during the month) × (number of Back down hours during the month)]X PPA Tariff*** Where, Average Generation per hour during the Month (kWh) = Total generation in the Month (kWh) ÷ Total hours of generation in the Month.

ARTICLE 4: Synchronisation, Commissioning and Commercial Operation

4.1 Synchronization, Commissioning and Commercial Operation

4.1.1 The Power Producer shall give at least thirty (30) days written notice to the SLDC and GUVNL, of the date on which it intends to synchronize the Power Project to the Grid System.

4.1.2 Subject to Article 4.1.1, the Power Project may be synchronized by the Power Producer to the Grid System when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

4.1.3 The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the Power Producer at its generation facility of the Power Project at its own cost. The Power Producer shall synchronize its system with the Grid System only after the approval of CTU, GETCO, SLDC and GEDA.

4.1.4 The Power Producer shall immediately after each synchronization / tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code.

4.1.5 The Power Producer shall commission the Project within SCOD. Further, the Power Producer shall submit necessary documents / Lease Agreement duly registered, to establish possession / right to use 100% of the required land in the name of Power Producer for a period not less than the complete term of PPA on or before SCOD along with arrangement with GETCO for Connectivity of project. A sworn affidavit from the authorized person listing the details of the land and certifying total land required for the project under clear possession of the successful bidder shall also be submitted.

4.1.6 The Power Producer shall be required to obtain Developer and/ or Transfer Permission, Key Plan drawing etc. from GEDA prior to mounting of panels and submit the same to GUVNL prior to actual commissioning of the project / unit. Further, at this stage, the technology adopted as per Annexure A of RfS and in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 and List(s) thereunder as amended from time to time, as applicable shall also be substantiated by submitting the copy of EPC Contract specifying this requirement or other documents.

4.1.7 **Part Commissionning:** Part commissioning of the Project shall be accepted by GUVNL subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) commissioning shall be 25 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCOD (Schedule Commercial Operation Date) will not get altered due to part-commissioning.

Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD.

4.1.8 Early Commissionning: The Power Producer shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD (Schedule Commissionning Operation Date). In cases of early part-commissioning, till SCOD, GUVNL shall reserve the right to purchase the generation till SCOD, at 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCOD, GUVNL may purchase the generation at PPA Tariff.

4.1.9 Penalty for Delay in Commissioning: The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, GUVNL shall encash the Performance Bank Guarantee (PBG) in the following manner.

a) Delay upto six (6) months from SCOD – GUVNL will encash total Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned

b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the Power Producer's Event of Default as per Article 10.2.1 shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCOD + 6 months. The PPA for balance capacity not commissioned shall be terminated.

4.2 Performance Bank Guarantee

4.2.1 The Performance Bank Guarantee furnished by Power Producer to GUVNL shall be for guaranteeing the commissioining / commercial operation of the project up to the Contracted Capacity within SCOD.

4.2.2 If the Power Producer fails to commission the project on or before Scheduled Commercial Operation Date, GUVNL shall have the right to encash the Performance Bank Guarantee without prejudice to the other rights of the Power Producer under this Agreement as per Article 3.3.

4.2.3 GUVNL shall release the Performance Bank Guarantee upon successful commissioning of full contracted capacity after adjusting Liquidated Damages (if any) as per Article 3.3.

4.3 Dispatch and Scheduling

4.3.1 The Power Producer shall be required to schedule its power as per the applicable Regulations / Requirements / Guidelines of CERC / GERC / SLDC / RLDC and maintain compliance to the Grid Code requirements and directions, as specified by SLDC / RLDC from time to time. Any deviation from the schedule will attract the provisions of applicable Regulation / Guidelines / Directions and any financial implication on account of this shall be to the account of the Power Producer.

ARTICLE 5: Rates and Charges

5.1 GUVNL shall pay for the Delivered Energy as certified in the SEA by Gujarat SLDC, for the Term of this Agreement from the SCOD, to the Power Producer every month. The Tariff payable by GUVNL for energy purchased shall be as below.

5.2 GUVNL shall pay a fixed tariff of Rs. ..... / unit as discovered under the Competitive Bidding (followed by e-reverse auction) and as agreed by the Parties upon commissioning of Project or part thereof (as certified by GEDA) from SCOD for the delivered energy as certified in SEA published by Gujarat SLDC during the period of 25 years life of the Project.

5.3 For each KVARH drawn from the grid, the Power Producer shall pay at the rate determined by GERC to GETCO from time to time.

5.4 In cases of early part-commissioning of the project prior to SCOD, GUVNL shall reserve the right to purchase the generation at 75% (seventy-five per cent) of the PPA tariff till SCOD. However, in case the entire capacity is commissioned prior to SCOD, GUVNL may purchase the generation at PPA Tariff.

5.5 In case of delay in commissioning of the Project or part thereof beyond SCOD, the provisions as per Article 4.1.9 shall be applicable.

5.6 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 Plus GST @18% as Facilitation Fee (non-refundable) shall be deposited by the developer to GUVNL.

5.7 The Intra-State ABT is already implemented in the State, energy certified by SLDC in the SEA shall be considered for monthly energy bill. The other provisions of Intra-State ABT and Open Access and Other Regulations of GERC / CERC and amendments thereto from time to time shall be applicable.

ARTICLE 6: Billing and Payment

6.1 Billing Provision

The Billing will be on monthly basis. GUVNL will be billed by the Power Producer based on as certified by SEA of Gujarat SLDC following the end of each month for the energy supplied and payment will be due on the thirtieth (30^{th}) day following the delivery of the billing invoice.

6.2 Payment

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

6.3 Late Payment Surcharge

1. Late Payment Surcharge shall be payable on the payment outstanding after the due date at the base rate of Late Payment Surcharge applicable for the period for the first month of default.
2. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.
3. Provided further that all payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

6.4 Rebate

For payment of Monthly Bill by GUVNL, if paid before Due Date of Payment, a Rebate shall be deducted by GUVNL at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

$$= \frac{(\text{SBI MCLR rate} + 7\%)}{52} \quad \text{per week or part thereof.}$$

6.5 Payment Security

GUVNL shall provide an Irrevocable and unconditional revolving Letter of Credit in favour of, and for the sole benefit of the Power Producer for the contracted capacity. All the cost

incurred by GUVNL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the Power Producer.

1) The Letter of Credit shall be established in favour of, and issued to, the Power Producer on the date hereof and made operational thirty (30) days prior to due date of first invoice and shall be maintained consistent herewith by GUVNL and all times during the Term of the Agreement.

2) Such Letter of Credit shall be in form and substance acceptable to both the Parties and shall be issued by any Scheduled Bank and be provided on the basis that:

   (i) In the event a Tariff Invoice or any other amount due and undisputed amount payable by GUVNL pursuant to the terms of this Agreement is not paid in full by GUVNL as and when due, the Letter of Credit may be called by the Power Producer for payment of undisputed amount.

   (ii) The amount of the Letter of Credit shall be equal to an amount not less than one month's average billing of the Project.

   (iii) The GUVNL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.

3) The Letter of Credit shall be renewed and/or replaced by the GUVNL not less than 30 days prior to its expiration.

4) Payment under the Letter of Credit : The drawl under the Letter of Credit in respect of a Tariff Invoice (excluding supplementary bills) shall require:

   (i) a copy of the metering statement jointly signed by the official representatives of both the Parties, supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice.

   (ii) a certificate from the Power Producer stating that the amount payable by GUVNL in respect of such Tariff Invoice has not been paid and disputed by GUVNL till the Due Date of Payment of the Tariff Invoice.

6.6 Disputes:

In the event of a dispute as to the amount of any Tariff Invoice, GUVNL shall notify the Power Producer of the amount in dispute and GUVNL shall pay the Power Producer 100% of the undisputed amount plus 85% of the disputed amount within the due date provided either party shall have the right to approach the GERC to effect a higher or lesser payment on the disputed amount. The Parties shall discuss within a week from the date on which GUVNL notifies the Power Producer of the amount in dispute and try and settle the dispute amicably. Where any dispute arising out of or in connection with this agreement is not resolved mutually then such dispute shall be submitted to adjudication by the GERC under Section 86 of Electricity Act 2003 and the GERC may refer the matter to Arbitration as provided in the said provision read with Section 158 of Electricity Act 2003. For dispute beyond the power conferred upon the GERC, such dispute shall be subject to jurisdiction of High Court of Gujarat. If the dispute is not settled

during such discussion then the payment made by GUVNL shall be considered as a payment under protest. Upon resolution of the dispute, in case the Power Producer is subsequently found to have overcharged, then it shall return the overcharged amount with Late Payment Surcharge in accordance with the Article 6.3 for the period it retained the additional amount. GUVNL / Power Producer shall not have the right to challenge any Tariff Invoice, or to bring any court or administrative action of any kind questioning/modifying a Tariff Invoice after a period of three years from the date of the Tariff Invoice is due and payable.

ARTICLE 7: Metering and Communication

7.1 Reading and Correction of Meters

(i) The metering point will be at the receiving end of GETCO/ CTU substation. For the purpose of energy accounting the Power Producer shall install ABT compliant meter at the metering point. In case of project getting connected to the grid through internal pooling sub-station of an existing wind farm, the Power Producer shall install ABT meters at the Pooling s/s. Further, there shall be separate arrangement for metering of Wind and Solar Project.

(ii) Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2014 and amendment thereto. GETCO/ CTU shall stipulate specifications in this regard.

(iii) In the event that the Main Metering System is not in service as a result of maintenance, repairs or testing, then the Backup Metering System shall be used during the period the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.

7.2 Sealing and Maintenance of Meters.

(i) The Main Metering System and the Backup Metering System shall be sealed in the presence of representatives of Power Producer and GETCO /CTU.

(ii) When the Main Metering System and / or Backup Metering System and / or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Power Producer and / or GUVNL / GETCO / CTU at Power Producer's cost, as soon as possible.

(iii) Any meter seal(s) shall be broken only by GETCO/ CTU's representative in the presence of Power Producer representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.

(iv) All the Main and Check Meters shall be calibrated at least once in a period of three years.

(v) In case, both the Main Meter and Check Meter are found to be beyond permissible limit of error, both the meters shall be calibrated immediately and the correction applicable to main meter shall be applied to the energy registered by the Main Meter at the correct energy for the purpose of energy accounting / billing for the actual period during which inaccurate measurements were made, if such period can be determined or, if not readily determinable, shall be the shorter of:

A. the period since immediately preceding test of the relevant Main meter, or

B. one hundred and eighty (180) days immediately preceding the test at which the relevant Main Meter was determined to be defective or inaccurate.

7.3 Records

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this agreement and the operation of the Power Plant. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating log at the Power Plant with records of:-

a) Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;

b) any unusual conditions found during operation / inspections;

c) chart and printout of event loggers, if any, for system disturbances/ outages;

d) All the records will be preserved for a period of 36 months.

ARTICLE 8: Force Majeure

8.1 Force Majeure Events:

a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or GUVNL of any Law or any of their respective obligations under this Agreement);

v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;

vi) earthquakes, explosions, accidents, landslides; fire;

vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;

viii)chemical or radioactive contamination or ionizing radiation; or

ix) damage to or breakdown of transmission facilities of GETCO/ DISCOMs;

x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

b) **Force Majeure Exclusions:** Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:

1. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;
2. Delay in performance of any contractor / sub contractor or their agents;
3. Non performance resulting from normal wear and tear experience in power generation materials and equipments;
4. Strike or Labour Disturbances at the facilities of affected parties;
5. Insufficiency of finances or funds or the agreement becoming onerous to perform, and

6. Non performance caused by, or concerned with, the affected party's
    I. Negligent and intentional acts, errors or omissions;
    II. Failure to comply with Indian law or Indian Directive; or
    III. Breach of, or default under this agreement or any Project agreement or Government agreement.

c) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 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 any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.

d) The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) 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.

e) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

8.2 Available Relief for a Force Majeure Event:

No Party shall be in breach of its obligations pursuant to this agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

ARTICLE 9: Change in Law

9.1 Definition

9.1.1 "Change in Law" shall refer to the occurrence of any of the following events notified after the Bid Deadline.

a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.

b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty and/or custom duty and / or Goods and Services Tax including surcharge thereon which has direct effect on the project cost.

9.2 Relief for Change in Law

9.2.1 In case Change in Law on account of 9.1.1 (a) above results in the Power Producer's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Power Producer shall be appropriately increased or decreased with due approval of GERC.

9.2.2 In case of Change in Law on account of 9.1.1 (b) above, the Power Producer shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of Rs. 2 Lakh per MW in the Project Cost incurred upto the Schedulded Commercial Operation Date upon submission of proof of payment made by the Power Producer towards safeguard duty and/or anti-dumping duty and/or custom duty and/or Goods and Services Tax and with due approval of GERC. This increase / decrease in tariff due to this change in cost of solar PV modules shall be limited to actual DC capacity or 150% (One hundred & fifty percent) of contracted AC capacity, whichever is lower.

9.2.3 The Power Procurer / GUVNL or the Power Producer, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

9.2.4 The revised tariff shall be effective from the date of such Change in Law as approved by GERC.

ARTICLE 10: Term, Termination and Default

10.1 Term of the Agreement: This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years (Twenty Five) from the Scheduled Commercial Operation Date of the Project. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.

Survival: The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 8 (Force Majeure), Article 10 (Term, Termination and Default), Article 11 (Dispute Resolution), Article 12 (Indemnity), Article 13 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

10.2 Events of Default:

10.2.1 Power Producer's Default: The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer:

a. Failure to commission the project by scheduled commercial operation date beyond the period mentioned in Article 3.3

b. Fails to supply power in terms of the PPA

c. O & M Default on part of Power Producer

d. Failure or refusal by Power Producer to perform any of its material obligations under this Agreement including but not limited to financial closure.

e. Failure to pay penalty in advance to GUVNL and consequent non-extension of financial closure deadline.

f. Power Producer fails to make any payment required to be made to GUVNL under this agreement within three (3) months after the due date of a valid invoice raised by the GUVNL on the Power Producer.

g. If the Power Producer (i) assigns or purports to assign its assets or rights in violation of this agreement; or (ii) transfers or novates any of its rights and / or obligations under this agreement, in violation of this agreement.

h. If the Power producer becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or

dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Power producer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to the Power Producer and expressly assumes all obligations under this agreement and is in a position to perform them; or

i. The Power Producer repudiates this agreement.

j. Failure to maintain the shareholding in line with Article 3.1 (xii) of this agreement.

k. Occurrence of any other event which is specified in this Agreement to be a material breach / default of the Power Producer or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the power producer shall be construed to be in default.

10.2.2 GUVNL's Default: The occurrence of any of the following at any time during the Term of this Agreement shall constitute an Event of Default by GUVNL:

a. Failure or refusal by GUVNL to pay any portion of undisputed monthly bill for a period of 90 days after due date.

b. GUVNL repudiates this Agreement.

c. If GUVNL becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of GUVNL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to GUVNL and expressly assumes all obligations under this agreement and is in a position to perform them.

10.3 Termination:

10.3.1 Termination for Power Producer Default: Upon the occurrence of an event of default as set out in sub-clause 10.2.1 above, GUVNL may deliver a "Default Notice" to the Power Producer in writing, with a copy to the representative of the lenders to the Power producer with whom the Power Producer has executed the Financing Agreements which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Power Producer to remedy the same. Where a "Default Notice" has been issued with respect to an Event of Default, which requires the co-operation of both GUVNL and the Power Producer to remedy, GUVNL shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations.

Upon being in default, the Power Producer shall be liable to pay to GUVNL the damages, as provided in Clause 3.3 of the PPA for failure to commission within stipulated time and Clause 3.1 (iv)(b) for failure to supply power in terms of the PPA. For other cases, the damages shall be as under.

a. At the expiry of 30 (thirty) days from the delivery of the default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, the Power Producer shall have liability to make payment toward compensation to GUVNL equivalent to six (6) months' billing at contracted CUF of the charges for its contracted capacity. Also, GUVNL shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

b. In addition to the levy of damages as aforesaid, in the event of a default by the Power Producer, the lenders shall be entitled to exercise their rights to seek substitution of the Power Producer by a selectee, in accordance with the substitution agreement and in concurrence with GUVNL. However, in the event the lenders are unable to substitute the defaulting Power Producer within the stipulated period, GUVNL may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due by issuing a "Termination Notice" / "Takeover Notice", failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

c. Provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by GUVNL.

d. The lenders in concurrence with GUVNL, may seek to exercise right of substitution under Article 10.3.1 (a.) by an amendment or novation of the PPA in favour of the selectee. The Power Producer shall cooperate with GUVNL to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. 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 GUVNL.

10.3.2 Termination for GUVNL's Default: Upon the occurrence of an Event of Default as set out in sub-clause 10.2.2 above, the Power Producer may deliver a Default Notice to GUVNL in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon GUVNL to remedy the same.

GUVNL with the prior consent of the Power Producer may novate its part of the PPA to any third party, including its Affiliates within the period of 7 days following the expiry of notice period. In the event the aforesaid novation is not acceptable to the

Power Producer, or if no offer of novation is made by the defaulting Procurer/ GUVNL within the stipulated period of 7 days, then the Power Producer may terminate the PPA and at its discretion require the defaulting Procurer/ GUVNL to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 110% (one hundred and ten per cent) of the adjusted equity as detailed below, less insurance cover, if any by issuing a "Termination Notice" / "Takeover Notice", or, (ii) pay to the Power Producer, damages, equivalent to 6 (six) months billing at contracted CUF, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Power Producer.

In the event of such termination of PPA, any damages or charges payable to GETCO/ CTU, for the connectivity of the plant, shall be borne by GUVNL.

"Adjusted Equity" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;

i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;

ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");

iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three threethree percent) thereof at the commencement of each month following the COD [*reduction of 1% (one percent) per quarter of an year]* and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.

"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but

excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;

ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost."

ARTICLE 11: Dispute Resolution

11.1 All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation.

11.2 The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.

11.3 Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.

11.4 In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be adjudicated by GERC in accordance with law.

ARTICLE 12: Indemnity

12.1 Power Producer's Indemnity: The Power Producer agrees to defend, indemnify and hold harmless GUVNL, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, GUVNL, or by an officer, director, sub-contractor, agent or employee of the GUVNL.

12.2 GUVNL's Indemnity: GUVNL agrees to defend, indemnify and hold harmless the Power Producer, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of GUVNL, or by an officer, director, sub-contractor, agent or employee of GUVNL except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer.

ARTICLE 13: Miscellaneous Provisions

13.1 Governing Law: This Agreement shall be interpreted, construed and governed by the Laws of India.

13.2 Insurance: The Power Producer shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.

13.3 Books and Records: The Power Producer shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.

13.4 Waivers: Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.

13.5 Limitation Remedies and Damages: Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.

13.6 Notices: Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:

In case of the Power Po ver Producer:

Name: _____

Designation: _____

Address: _____

Ph. Nos.: _____ Fax No.: _____

In case of Gujarat Urja Vikas Nigam Limited:

Designation: General Manager (IPP)

Address : Gujarat Urja Vikas Nigam Limited - Commerce Dept, 2nd floor, Sardar Patel Vidyut Bhavan, Race Course, Vadodara – 390 007

Ph. Nos.: 0265- 2340504 Fax No.: 0265- 2344543

13.7 Severability:

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

13.8 Amendments:

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, GUVNL may consider any amendment or change that the Lenders may require to be made to this Agreement.

13.9 Assignment:

Neither Party shall assign this Agreement nor shall any portion hereof without the prior written consent of the other Party, provided further that any assignee expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire contracted capacity.

Provided however, no approval is required from GUVNL for the assignment by the Power Producer of its rights herein to the Financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the Project.

In furtherance of the foregoing, GUVNL acknowledges that the Financing Documents may provide that upon an event of default by the Power Producer under the Financing Documents, the Financing Parties may cause the Power Producer to assign to a third party the interests, rights and obligations of the Power Producer thereafter arising under this Agreement. GUVNL further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the Power Producer to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the Power Producer thereafter arising under this Agreement.

13.10 Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between GUVNL and the Power Producer, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms,

including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit GUVNL and the Power Producer shall consult to resolve the inconsistency.

13.11 Further Acts and Assurances:

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

FOR AND ON BEHALF OF POWER PRODUCER M/S. **Authorised Signatory** **WITNESSES** **1.** _____ ( ) **2.** _____ ( )	FOR AND ON BEHALF OF GUJARAT URJA VIKAS NIGAM LIMITED **GUJARAT URJA VIKAS NIGAM LTD.** **WITNESSES** **1.** _____ ( ) **2.** _____ ( )

SCHEDULE 1: Parameters and Technical Limits Of Supply

1. Electrical Characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point: 400/220/132/66 kV

Short circuit rating: As a part of the detailed design process, the Power Producer shall calculate the short circuit rating (minimum and maximum), and supply this information to the GUVNL.

Note: The tolerances & Electrical characteristics variations and Basic Insulation level will be as per relevant grid code and CEA standards.

2. Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by GERC.

The maximum current and voltage waveform distortion shall be in accordance with the limits prescribed under Central Electricity Authority (Grid Standards) Regulations 2010, as amended from time to time.

3. Power Factor

The Power Producer shall maintain the Power Factor as per the prevailing GERC regulations and as may be stipulated / specified by GETCO from time to time. The Power Producer shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code.

4. Technical Limits of Voltage

(i) The nominal steady state electrical characteristics of the system are as follows:

a) Three phase alternating current at 50 Hertz plus or minus 0.5 Hertz

b) Nominal voltage of ___ KV with +10% to – 12.5% variation.

(ii) The Project shall be designed and capable of being synchronized and operated within a frequency range as per relevant Grid Code and voltage of ____ KV

(iii) Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

5. Specification of Electrical Energy Delivery

a) The generation voltage from the Solar Photovoltaic Grid Interactive Power Project of M/s. _____ is __ KV. It uses unit connection of generator, generator transformer and unit transformer.

b) The generated power at __ KV will be stepped up to ____ KV at the Project Site and connected __ KV at for the purpose of interconnection with the Grid System in accordance with GERC Regulations.

SCHEDULE 2: Approvals

1. Consent from the GETCO / CTU for the evacuation scheme for evacuation of the power generated by the __ MW Solar Photovoltaic Grid Interactive Power Projects.
2. Approval of the Electrical Inspectorate, Government of Gujarat for commissioning of the transmission line and the solar project installed at the Project Site.
3. Certificate of Commissioning of the Solar Photovoltaic Grid Interactive Power Project issued by GEDA.
4. Permission from all other statutory and non-statutory bodies required for the Project
5. Clearance from Department of Forest, Ecology and Environment, if required
6. Certificate by the concerned and competent revenue / registration authority for acquisition / ownership / right to use / vesting of land in the name of Solar Project Developer.
7. Approval for Water from the concerned authority (if applicable) required for the Project.

SCHEDULE 3: Project Location Details

CAPACITY (MW)	LOCATION DETAILS	CUF%	SENDING SUBSTATION / POOLING STATION

Note:

(i) If the Power Producers chooses to declare the location / sub-station details upfront at the time of siging of PPA, the Power Producer may be allowed to change the location(s) upto SCOD.

(ii) The Power Producer shall be solely responsible for getting the connectivity of their project on or before SCOD.

OK.
Adani
19/4/22

GUJARAT URJA VIKAS NIGAM LIMITED

(An ISO 9001:2015 Certified Company)
CIN:- U40109GJ2004SGC045195
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara: 390 007
Phone PBX : (0265) 2310582-86, Direct: (0265)2334751, 2340289
Fax No. 0265-2344543, 2337918
Web Site:www.guvnl.com

Azadi Ka Amrit Mahotsav

REF NO: GUVNL/COM/2022/GM(RE & IPP)/Solar/ 381 **Date:** 16/04/2022

To
Shri Roopwant Singh, IAS
Secretary
Gujarat Electricity Regulatory Commission
6th Floor, GIFT ONE,
Road 5C, Zone 5,GIFT City,
Gandhinagar - 382355,
Gujarat, India.

Sub: GUVNL's affidavit dated 16.04.2022 in Petition No. 2069 of 2022.

Respected Sir,

Please find attached herewith GUVNL's affidavit (1 original + 4 copies) dated 16.04.2022 in Petition No. 2069 of 2022 for compliance to the Hon'ble Commission's directives issued under daily order dated 13.04.2022.

Thanking you,

Yours faithfully,

16/4/22

Parthik Joshi
(Dy. Chief Accounts Officer)

AD (Legal) / Ex (Legal)
Put in relevant files
19/04/2022

G.E.R.C.
Inward No - 2323
Date : 19 APR 2022

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2069 of 2022

Filing No:

Case No:

IN THE MATTER OF

Miscellaneous Petition under Clause 3.1.1 (c) of Guidelines for Tariff Based Competitive Bidding Process notified by Ministry of Power under Section 63 of the Electricity Act on 03.08.2017 as amended from time to time for Procurement of Power from Grid Connected Solar PV Power Projects read with section 86 of the Act for approval of deviations from the said Guidelines.

PETITIONER

Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara - 390 007
Fax: 0265-2344543

Compliance to the Hon'ble Commission's directives issued under daily order dated 13.04.2022.

MOST RESPECTFULLY SHOWETH:

1) Hon'ble Commission has vide daily order dated 13.04.2022 in Petition No. 2069 of 2022 directed GUVNL to issue public notices in two newspapers i.e. one daily Gujarati Newspaper and one English Newspaper having wide circulation in the State / National level inviting objections / suggestions from the stakeholders / objectors, to upload the copy of petition on website and to file the compliance affidavit before the Hon'ble Commission.

2) In this regard, it is submitted that the Petitioner GUVNL has issued public notices on 16.04.2022 in two newspapers viz Gujarat Samachar and Indian Express and the copies thereof are attached herewith as **Annexure A** and **Annexure B** respectively. Further, the copy of petition has also been uploaded on the website of GUVNL as per directives of Hon'ble Commission.

3) Moreover, as allowed by the Hon'ble Commission in the daily order, GUVNL has issued a tender vide RFS dated 16.04.2022 inviting bids through competitive bidding for procurement of 500 MW Solar Capacity with Greenshoe Option of additional 500 MW wherein the following Clause 1.1.3 has been added.

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

"GUVNL has filed Petition No. 2069 of 2022 before the Hon'ble GERC for approval of deviations from Guidelines for tariff based competitive bidding process dated 03.08.2017 notified by Ministry of Power, Government of India for procurement of power from grid connected Solar PV Power projects. Hon'ble Commission vide daily order dated 13.04.2022 has allowed GUVNL to issue the tender documents subject to final decision and directives of the Hon'ble Commission. Therefore, the terms & conditions of this tender shall be subject to the Hon'ble Commission's orders in Petition No. 2069 of 2022."

Gujarat Urja Vikas Nigam Limited
PETITIONER

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

Date: 16-04-2022
Place: Vadodara

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR
Petition No. 2069 of 2022

Filing No:
Case No:

IN THE MATTER OF Miscellaneous Petition under Clause 3.1.1 (c) of Guidelines for Tariff Based Competitive Bidding Process notified by Ministry of Power under Section 63 of the Electricity Act on 03.08.2017 as amended from time to time for Procurement of Power from Grid Connected Solar PV Power Projects read with section 86 of the Act for approval of deviations from the said Guidelines.

PETITIONER

Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara - 390 007
Fax: 0265-2344543

Sr. No. 8804
Date : 16/4/2022

AFFIDAVIT

I, Parthik Joshi, son of Pankajkumar Joshi, aged about 34 years resident of Vadodara do hereby solemnly affirm and state as under:

1. I am the Deputy Chief Accounts Officer working in Gujarat Urja Vikas Nigam Limited and am well conversant with the facts of the case and able to swear to the present Affidavit.
2. I, on behalf of the Petitioner, Gujarat Urja Vikas Nigam Limited have gone through the contents of the accompanying Petition and say that the contents stated therein are based on the records of the Petitioner maintained in the normal course of business.

VERIFICATION:

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

Identified before me.

16/4/22

My Commission Expires on 04/07/2023

Gujarat Urja Vikas Nigam Limited
PETITIONER

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

Date: 16-04-2022
Place: Vadodara

Solemnly Affirmed/Declared
Sworn Before me by...P.P. Joshi

H. J. ZALA
NOTARY (Govt. of India)

Annexure - A

ભારત સરકાર, અવકાશ વિભાગ, સ્પેસ એપ્લિકેશન્સ સેન્ટર (SAC),
ન્યૂ કમ્યુનિકેશન્સ ગ્રુપ (CMG), જોધપુર ટેકરા, આંબાવાડી વિસ્તાર પો.ઓ. અમદાવાદ-૩૮૦૦૧૫
ફોન : ૦૭૯-૨૬૯૧ ૨૮૬૫/ ૪૮૬૦/૨૮૦૩

ઈ-નેન્ડર નોટીસ (NIT) ન.: SAC/CMG/CPHD/C/01/2022-2023 તારીખ 11-4-2022

ટેન્ડર આમંત્રિત કરવી જાહેર નોટીસ

ક્રમ નં.	કામનું વર્ણન	ટેન્ડર ફિક્સ કરવાનો અંદાજ રકમ (રૂ.)	પૂર્વ ક્વોલિફાય કરવાનો રહેશે કે કેમ	ટેન્ડર ડોકયુમેન્ટ કોઈપણ કામકાજના દિવસે મળશે	ઓનલાઈન ટેન્ડર ભરવાની છેલ્લી તારીખ અને સમય	ઓનલાઈન ટેન્ડર ખોલવાની તારીખ અને સમય	અનામત રકમ ઈન્વેસ્ટમેન્ટ ડિપોઝીટ (રૂ.)
૧.	[illegible]	૧૪૮ લાખ	ના	૦૪/૦૪/૨૦૨૨ થી ૧૩/૦૪/૨૦૨૨ સુધી	૨૬/૦૪/૨૦૨૨ બપોરે ૧૨.૦૦ વાગ્યા સુધી	૨૬/૦૪/૨૦૨૨ બપોરે ૧૨.૩૦ વાગ્યે	૨,૯૬,૦૦૦

૨. ઓનલાઈન ટેન્ડર ભરવા અંગેની વિગતો ઈન્ડિયન ઈ-પ્રોક્યોરમેન્ટ વેબસાઈટ પર ઉપલબ્ધ છે.
૩. ટેન્ડર ડોકયુમેન્ટ ઈન્ડિયન ઈ-પ્રોક્યોરમેન્ટ વેબસાઈટ www.eprocure.gov.in પર ઉપલબ્ધ છે.
૪. ટેન્ડર ડોકયુમેન્ટ અંગે વધુ વિગતો માટે ઉપરોક્ત ઓફિસનો સંપર્ક કરવો.

સહી/-
ડેપ્યુટી ડાયરેક્ટર
(કોમર્શિયલ)

મોસ્કવા જહાજની પુતિનના

(પહેલા પાનાનું ચાલુ)

સવાલ ઊભો કરી દીધો છે.

દરમિયાન રશિયાના સરકારી ટીવીએ જાહેરાત કરી હતી કે યુક્રેન યુદ્ધમાં તેના નૌકાદળના જહાજ મોસ્કવાની જળસમાધિને રાષ્ટ્રીય ગૌરવ સાથે જોડી છે. યુદ્ધમાં આ જહાજ પ્રથમવાર ભડકો લેતાં રશિયાને તુરંત મિસાઈલ હુમલા તીવ્ર કરતાં ઈવ નજીક નેપ્ચ્યુન મિસાઈલ બનાવતી ફેક્ટરીને ઉડવી દીધી છે.

યુક્રેન રશિયાના જહાજો પર આ રીતે ક્રૂઝીઝ હુમલા ના કરી શકે તે માટે રશિયાએ નેપ્ચ્યુન મિસાઈલ બનાવતી ફેક્ટરીને નિશાન બનાવવાની રણનીતિ અપનાવી છે. આ સાથે રશિયાએ આના યુક્રેન પર હુમલા કરવાની જાહેરાત કરી છે. તેણે મારિયુપોલના ઔદ્યોગિક ક્ષેત્ર પર કબ્જો જમાવી દીધો છે.

દરમિયાન અમેરિકાએ યુક્રેનને વધારાની ૮૦ કરોડ ડોલરની વધારાની સૈન્ય સહાય આપવાની જાહેરાત કરી છે. બાઈડેને કહ્યું કે યુક્રેનને સપાયલોડિંગ્સ કરતાં મહત્વના છે, કારણ કે તે આક્રમણનો સામનો કરે છે. તેમણે યુક્રેનને વધારાના હેલિકોપ્ટર ટ્રાન્સફર્સને પણ મંજૂરી આપી દીધી છે.

પુતિનના

(પહેલા પાનાનું ચાલુ)

આક્રમણનો ચાલતો હતો. ત્યાર પછી તેમને હાર્ટ એટેક આવ્યો હતો. શોઈગુને હાર્ટ એટેક પ્રાકૃતિક કારણોથી આવ્યો ન હોવાની આશંકાએ ૨૦ જેટલા જનરલોની શંકાના આધારે ૧૨૫૬ કરાઈ છે. શોઈગુ વર્ષ ૨૦૧૨થી પુતિનના ખાસ સહયોગી રહ્યા છે. યુક્રેન પર આક્રમણની શરૂઆતમાં તે મુખ્ય આર્કિટેક્ટ હતા, પરંતુ છેલ્લા કેટલાક સપ્તાહથી તે ગાયબ હતા. સિવિલિઝ નેવજીવનનો દાવો સાચો સાબિત થશે તો દુનિયામાં અજાયબ પુરી ગયેલા રશિયન પ્રમુખ પુતિન અને તેમના નજીકના સલાહકારો તથા સૈન્ય નેતાઓમાં યુદ્ધ સમયે જ મોટી તિરાડ પડી હોવાની ઘાબતને પુષ્ટી મળશે.

ગુજરાત ઈલેક્ટ્રિસિટી રેગ્યુલેટરી કમિશન
Gujarat Electricity Regulatory Commission
6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City, Gandhinagar - 382355 તલાટી મંડળ તથા એક નવા ગુજરાત ઈલેક્ટ્રિસિટી રેગ્યુલેટરી કમિશનની સ્થાપના કરવામાં આવી છે. આ કમિશનની વેબસાઈટ www.guvnl.com પર પ્રસિદ્ધ કરવામાં આવી છે. વીજળીનો વપરાશ કરતા ગ્રાહકોને આ કમિશનની વેબસાઈટ પર ઉપલબ્ધ છે.
તા. 16-04-2022 જનરલ મેનેજર (RE & IPP)

ગુજરાત ઈર્જા વિકાસ નિગમ લિમિટેડ
Gujarat Urja Vikas Nigam Limited
સરદાર પટેલ વિદ્યુત ભવન, રેસકોર્સ વાડોદરા- ૩૯૦૦૦૧
PBX : (0265) 2310562-66 Web : www.guvnl.com
જાહેર સૂચના
ગુજરાત ઈર્જા વિકાસ નિગમ લિમિટેડ તથા ગુજરાત ઈર્જા વિકાસ નિગમ લિમિટેડની આધીનસ્થ ઓપરેશન સર્કલ કચેરીઓ દ્વારા વીજ ગ્રાહકોને વીજ પુરવઠો કરવા માટે ગુજરાત ઈલેક્ટ્રિસિટી રેગ્યુલેટરી કમિશન (GERC) સમક્ષ ટેરીફ પીટીશન દાખલ કરવામાં આવેલ છે. આ પીટીશનની સુનાવણી તા.૨૭-૦૪-૨૦૨૨ના રોજ સવારે ૧૧.૩૦ વાગ્યે GERC ની ઓફિસ ખાતે યોજવામાં આવશે. આ પીટીશન અંગે કોઈને વાંધા-સૂચનો રજૂ કરવા હોય તો તેમણે તા.૨૦-૦૪-૨૦૨૨ સુધીમાં મંડળીઓ/સંસ્થાઓ વીજ વપરાશકારોના નામ, સરનામા, ટેલીફોન નંબર, ઈ-મેઈલ આઈ.ડી. સાથે GERC ની ઓફિસે મોકલી આપવા જણાવવામાં આવે છે. પીટીશનની નકલ www.guvnl.com વેબસાઈટ પર ઉપલબ્ધ છે.
તા. 16-04-2022 જનરલ મેનેજર (RE & IPP)

ભારતનો સૌથી મોટો એક્ઝીબીશન હેન્ડલુમ અને હેન્ડીક્રાફ્ટ્સ

Summer Special
Flavour of India
Hunar of India
Exhibition Cum Sale
DATE 1st to 10th May 2022
સ્થળ
ઓપન પાર્કિંગ, સરદાર બ્રીજ, સ્વામિનારાયણ મંદિર પાસે, નવું રાણીપ, અમદાવાદ-૩૮૨૪૮૦, ગુજરાત.
Summer Special
• દરેક વસ્તુ ₹ ૧૦૦ ની અંદર
• ૩૦% થી ૭૦% સુધી ડીસ્કાઉન્ટ
• ૨૫૦ સ્ટોલ્સ
• ફ્રી પાર્કિંગ
• ફ્રી એન્ટ્રી

ઉત્તર મધ્ય રેલવે - પ્રયાગરાજ
ઈ-ટર નોટીસ નં Dy.CE-C-I-JHS-2022-05
ઈ-ટેન્ડર નોટીસ
ડીપ્યુટી ચીફ એન્જીનીયર/પ્રકાશ-૨ ઉત્તર મધ્ય રેલવે, ઝાંસી, ભારતના રાષ્ટ્રપતિ વતી અને વતીથી નીચેના કાર્ય માટે (ઈ-ટેન્ડરિંગ) ધારકો પાસેથી વિવિધ ભાવકારો તરફથી તારીખો 18-05-2022 ના 15.00 કલાક સુધી ઈમ્પલોઈટ https://www.ireps.gov.in પર ઓનલાઈન ભાવ ભરવી જાહેરાત. વિવિધતી વિગતો નીચે મુજબ છે.

ક્રમ નં.	ટેન્ડર નં.	કામનું નામ
1	ઈન્ડેન્ડર નોટીસ નં. Dy.CE-C-I-JHS-2022-05	ઝાંસી-મહોબા-બાંદા પેસેન્જર સેક્શન ઉપર ઈન્ટર મોડલ ઈન્ટીગ્રેટેડ ડેવલપમેન્ટ ઓફ મહોબા સ્ટેશન ઉપર વિવિધ સુવિધાઓ, પોર્ટકોચ, લેવા અને કાયમનું વિપાયા. ઈન્ટર કનેક્ટીવીટી વિથ અન્ય મલ્ટી મોડલ ફેસીલીટી અને સ્ટ્રક્ચર ઓફ ધ સ્ટેશન બિલ્ડીંગ.

અંદાજીત ખર્ચ :	રૂ. 18.14 કરોડ (અંદાજીત) અનામત રકમ : રૂ. 1057000.00
કામ પૂર્ણ કરવાનો સમય :	18 (અઢાર) મહિના ગાર્ડર અને ઓનલાઈન ઓફર
બંધ થવાની તારીખ :	18-05-2022
બાંધકામ/વિકાસ :	60 દિવસ

* સંપૂર્ણ વિગત અને ટેન્ડરિંગની શરતો કરવા માટે ઓફીસ વેબસાઈટ http://www.ireps.gov.in જુઓ.
418/23(D)
North Central railways | www.ncr.indianrailways.gov.in | @CPRONCR

શ્રીમતિ એમ.વાય.પટેલ મહિલા નર્સિંગ કોલેજ
આટકોટ-૩૬૦૦૪૦ જી.રાજકોટ
A.N.M. નર્સિંગ | G.N.M નર્સિંગ
B.Sc. નર્સિંગ | M.Sc. નર્સિંગ
P.B.B.Sc. નર્સિંગ
સંપર્ક : મો.૯૭૨૭૪૬ ૦૩૮૫૫ ૯૯૭૫૫ ૬૩૫૫૫

ગુમ થયેલ છે

રમા કોટારાણા
સુહાગ ચંદ્રકલ્યાત નાયક
ઉ.વ. ૩૦, રંગ ગૌર ૫૮ માર્ચ, ૨૦૨૨ થી ગુમ થયેલ છે. જાણ કરનારને યોગ્ય વળતર આપવામાં આવશે.
મો.: ૯૩૭૬૬૧૧૭૦૯

હીરામણિ સ્કૂલ/હૉસ્ટેલ (Eng./Guj.Med.)
જિલ્લા પુલિ. સાથે, એસ. જી હાઈવે, અમદાવાદ-૩૮૨૪૨૭, ફોન નં.૨૭૪૬૧-૨૦૦
પ્રોત્સ ઉપલબ્ધ : નર્સરી-જુનિ-સિનિ-જી.જુ.(Eng./Guj.Med.), ધો.૧ થી ૮ (Guj.Med.)
જોઇએ છે : શિક્ષકો,પટાવાળા,આયાબેન,ડ્રેસ્કર
• પ્રાથમિક, સેકન્ડરી, હાયર સેકન્ડરી-સાયન્સ/કોમર્સ (Eng./Guj.Med.) માટે અનુભવી શિક્ષકો.(B.Ed ફરજીયાત). અનુભવ વિષય અને ઓરલ અવશ્ય લેવાશે.
• સિક્યોરીટી તથા સફાઈ કોન્ટ્રાક્ટરોએ ક્વોટેશન મોકલવું.
ઉપરોક્ત સ્ટાફને લગતા Email પર બાયોડાટો ફોટોગ્રાફ તેમજ જુની ઓફરેટર તથા તલાટીના ઉતારો સાથે અરજી કરવી. hiramanischool@gmail.com

જાહેર નોટિસ

રજીસ્ટ્રેશન ડીસ્ટ્રીક્ટ, સબ-ડીસ્ટ્રીક્ટ અને તાલુકો ચોરીવાડગરના જોજે-ગામ કચારપુરની સીમમાં આવેલ જુના બ્લોક નંબર- ૫૩૮ પૈકી ટી-સર્વે પુરજ નવા બ્લોક નંબર- ૩૨૪ તેમજ ૩૦૧૨ સમયોરસમીટરની પેતીની જમીન (૧) પ્રજ્ઞાપતિ શંકરભાઈ ઓઢરભાઈ (૨) સ્વ. પ્રજ્ઞાપતિ શારદાબેન બેસરભાઈના વારસદાર (i)દિલીપભાઈ પરમોત્તમભાઈ પ્રજ્ઞાપતિ (ii) વર્ષાબેન પરમોત્તમભાઈ તે વિનુભાઈ પ્રજ્ઞાપતિના પત્નિ(iii) રાજકમલભાઈ પરમોત્તમભાઈ પ્રજ્ઞાપતિ, તમામ કોકાણું : ૮૦, પ્રજ્ઞાપતિ વાસ, ગવારપુર, ગાણીતગરનાકો તેઓની માલિકી કબ્જા ભોગવટાની તેમજ તમામ પ્રકારના બોજાઓથી મુકત આવેલ હોવાનું જણાવી અમારી પાસે ટાઈટલ ક્લીયરન્સ સર્ટીફીકેટની માગણી કરેલ છે.

આથી જાહેર જનતાને જણાવવાનું કે, રજીસ્ટ્રેશન ડીસ્ટ્રીક્ટ ગાંધીનગર સબ-ડીસ્ટ્રીક્ટ અને તાલુકા કલોલના મોજે ગામ શેરીસાની સીમના ખાતા નંબર૩૨૪ ના બ્લોકોનો સર્વે નંબર ૧૩૫૬ (જુના બ્લોક નં.૪૧૩ પૈકી ૩ ઉ૦ આરે ૨૩-૬૮ ચો.મી. અરેઢે ૨ ૨૩૬૮ ચો.મી. ની જુની શરતની ખેતીની જમીન નેઘણિત તે પ્રતિજ્ઞાપત્રી જમીનવાળા હિસ્સે તે પિયુકત અજીતભાઈ કસ્કરના પિતાની કુલ સ્વતંત્ર માલિકી તથા કબ્જા ભોગવટાની તથા અન્ય તમામ પ્રકારના બોજાઓથી મુકત હોવાનું જણાવી અમારી પાસે ટાઈટલ ક્લીયર, માર્કેટેબલ તથા બધા રીતે હરતા હોવા અંગેનો પ્રમાણપત્રની માગણી કરેલ છે તો ઉપરોકત જમીન ઉપર અન્ય કોઈ માણસો કોઈપણ પ્રકારનો લાગભાગ, હક્ક, હિત, હિસ્સો દાવો કે બાજે હોય તો તેઓએ આ નોટીસ પ્રસિધ્ધ થયેથી દિન-૭ (સાત)માં અમોને તે અંગેના લેખિત પુરાવા સાથે અમોને દિન-૭ (સાત)માં નીચેના સરનામે રજી. એ.ડી. પોસ્ટથી કરવી. જે તેમ કરવામાં નહિ આવે તો ઉપરોકત જમીન ઉપર અન્ય કોઈનો કોઈપણ પ્રકારનો લાગભાગ, હક્ક, હિત, હિસ્સો દાવો કે બાજે નથી અને સોપ તો તે જતો કરેલ છે તેમજ સમજી અમો ટાઈટલ ક્લીયરન્સનુ સર્ટીફીકેટ આપીશું અને ત્યારબાદ કોઈનો કોઈપણ પ્રકારનો તકરાર વાંધો નહીં જેની જાહેર જનતાની નોંધ લેવી.

તા. ૧૪/૦૪/૨૦૨૨ અમદાવાદ

મોદી એન્ડ એસોસીએટસ
મોહીત દિલીપભાઈ મોદી
એડવોકેટ
પહેલો માળ, "ઈ" ખોડો, સત્યમ કોમ્પલેકસ કોમર્સ, રાજપથ ક્લબ પાછળ, એસ્ટ્રોલ ચોકીસ સામે, ઓફ કિંમુ બંગલા રોડ ("એસ્ટ્રોલ") બિલ્ડીંગની બાજુમાં રોડ પરે) અમદાવાદ-૩૮૦૦૫૯.
ટે. નં. : ૪૦૦૩૨૮૨૮ / ૪૦૦૩૧૨૮૨

જાહેર નોટિસ

ડિસ્ટ્રીક્ટ મહેસાણા સબ ડિસ્ટ્રીક્ટ તથા તાલુકા કડીનો મોજે ગામ ધરતવપુરાની સીમના (બે) ખાતા ન. ૨૮૬ પૈકી ૧ીન્સર્વે પ્રમાણેના જુના સર્વે નં.૨૬૨ પૈકી ૧ીન્સર્વે પ્રમાણેના જુના સર્વે નં.૨૬૨ પૈકી ૧ વાળી જ. આરે. ચો.મી. ૦-૦૩-૪૩, આકાર રૂ. ૧=૬૬ પૈસાવાળી જમીન તથા ખાતી (બીજો) ન. ૪૩૨ પૈકી ૧ીન્સર્વે પ્રમાણેના જુના સર્વે નં.૨૬૨ પૈકી ૧ વાળી જ. આરે. ચો.મી. ૧-૧૧-૯૬, આકાર રૂ. ૨=૩૩ પૈસાવાળી જમીન, જેમ ઉપરોકત તમ વતનની પેતીની જમીના, જપતિભાઈ ભિખાભાઈ પટેલના વંશોની કુલ સ્વતંત્ર માલિકી કબ્જા ભોગવટાની તથા કુલ મુખ્તી તમામ તમામ પ્રકારના બોજાઓથી મુકત હોવાનું જણાવી અમારી પાસે ટાઈટલ ક્લીયરન્સ સર્ટીફીકેટની માગણી કરેલ છે.

સબબ ઉપરોકત જમીન વરને તરફેણે કાયદાની કોર્ટોમાં કોઈપણ પ્રકારનો બોજો યા હક્ક-દાવો આવેલ હોય તો લેખિત પુરાવાની સર્ટીફીકેટ નકલ સહિત દિન-૭ માં નીચેના સરનામે રજી. એ.ડી. પોસ્ટ દ્વારા જાણ કરવી, જે તેમ કરવામાં કસુર યા વિલંબ થશે તો ઉપરોકત જમીન પરત્વે હરકોઈ જાપ્તના કોઈ હકકો આવેલ નથી અગર આવેલ હોય તો જમીનના માલીકોની તરફેણના જતા કરેલ છે તેમ સમજી ઉપરોકત જમીનનું ટાઈટલ ક્લીયરન્સ સર્ટીફીકેટ આપવામાં આવશે ત્યારબાદ કોઈની કોઈપણ પ્રકારની તકરાર ચાલશે નહીં જેની જાહેર જનતાની નોંધ લેવી.

તા. ૧૪/૦૪/૨૦૨૨
અમદાવાદ

મોદી એન્ડ એસોસીએટસ
મોહીત દિલીપભાઈ મોદી
એડવોકેટ
પહેલો માળ, "ઈ" ખોડો, સત્યમ કોમ્પલેકસ કોમર્સ, રાજપથ ક્લબ પાછળ, એસ્ટ્રોલ ચોકીસ સામે, ઓફ કિંમુ બંગલા રોડ ("એસ્ટ્રોલ") બિલ્ડીંગની બાજુમાં રોડ પરે) અમદાવાદ-૩૮૦૦૫૯.
ટે. નં. : ૪૦૦૩૧૨૮૨ / ૪૦૦૩૧૨૮૨

જાહેર નોટિસ

આથી જાહેર જનતાને જણાવવાનું કે, રજીસ્ટ્રેશન ડીસ્ટ્રીક્ટ ગાંધીનગર સબ-ડીસ્ટ્રીક્ટ અને તાલુકા કલોલના મોજે ગામ શેરીસાની સીમના ખાતા નંબર૩૨૪ ના બ્લોકોનો સર્વે નંબર ૧૩૫૬ (જુના બ્લોક નં.૪૧૩ પૈકી ૩ ઉ૦ આરે ૨૩-૬૮ ચો.મી. અરેઢે ૨ ૨૩૬૮ ચો.મી. ની જુની શરતની પેતીની જમીન નેઘણિત તે પ્રતિજ્ઞાપત્રી જમીનવાળા હિસ્સે તે પિયુકત અજીતભાઈ કસ્કરના પિતાની કુલ સ્વતંત્ર માલિકી તથા કબ્જા ભોગવટાની તથા અન્ય તમામ પ્રકારના બોજાઓથી મુકત હોવાનું જણાવી અમારી પાસે ટાઈટલ ક્લીયર, માર્કેટેબલ તથા બધા રીતે હરતા હોવા અંગેનો પ્રમાણપત્રની માગણી કરેલ છે તો ઉપરોકત જમીન ઉપર અન્ય કોઈ માણસો કોઈપણ પ્રકારનો લાગભાગ, હક્ક, હિત, હિસ્સો દાવો કે બાજે હોય તો તેઓએ આ નોટીસ પ્રસિધ્ધ થયેથી દિન-૭ (સાત)માં અમોને તે અંગેના લેખિત પુરાવા સાથે અમોને દિન-૭ (સાત)માં નીચેના સરનામે રજી. એ.ડી. પોસ્ટથી કરવી. જે તેમ કરવામાં નહિ આવે તો ઉપરોકત જમીન ઉપર અન્ય કોઈનો કોઈપણ પ્રકારનો લાગભાગ, હક્ક, હિત, હિસ્સો દાવો કે બાજે નથી અને સોપ તો તે જતો કરેલ છે તેમજ સમજી અમો ટાઈટલ ક્લીયરન્સનુ સર્ટીફીકેટ આપીશું અને ત્યારબાદ કોઈની કોઈપણ પ્રકારની તકરાર ચાલશે નહીં જેની જાહેર જનતાની નોંધ લેવી.

તા. ૧૪/૦૪/૨૦૨૨

ડી.વી. દેસાઈ એન્ડ કંપની
એડવોકેટસ વતી ધિરેષ ડી. દેસાઈ
રહેમત, નારાયણનગર સોસાયટી, મેટનગર ૧૩ રસ્તા પાસે, પાલડી, અમદાવાદ-૩૮૦ ૦૦૭
ટે.ન. ૨૬૬૨૧૦૭૩ / ૨૬૬૬૨૦૬૦

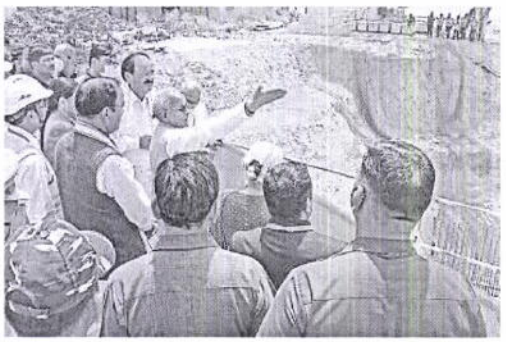
જાહેર નોટિસ

રજીસ્ટ્રેશન ડીસ્ટ્રીક્ટ અમદાવાદ સબ ડિસ્ટ્રીક્ટ દસ્ક્રોઈ તાલુકા દસ્ક્રોઈના મોજે ગામ વાસણા-ભાયલી સીમના બ્લોકનંબર નંબર ૧૭૬-૩ પૈકી ૩ ની જુની શરતની પેતીની જમીન તથા તેમાં આવેલ જુનાં મકાન-ઓસરીના હિસ્સો સહિતની જમીન (૧) કા.પટેલ ભાયજીભાઈ રમણભાઈ મનનભાઈની હિસ્સે તે દિકકુમારીના ઘણી (૨) કા. પટેલ નીરૂબેન નાનુભાઈ મેકુભાઈની હિસ્સે તે બાબુભાઈના પત્નીના(ઓની) સંયુકત મલકાતી, કબ્જાભોગવટા વાળી જમીનો મુકત ટાઈટલ ક્લીયર અને માર્કેટેબલ બોજાઓ થી મુકત હોવાનું જણાવી અમારી પાસે ટાઈટલ ક્લીયરન્સ સર્ટીફીકેટની માગણી કરેલ છે.

સબબ ઉપરોકત જમીન વરને તરફેણે કાયદાની કોર્ટોમાં કોઈપણ પ્રકારનો બોજો યા હક્ક-દાવો આવેલ હોય તો લેખિત પુરાવાની સર્ટીફીકેટ નકલ સહિત દિન-૭ માં નીચેના સરનામે રજી. એ.ડી. પોસ્ટ દ્વારા જાણ કરવી, જે તેમ કરવામાં કસુર યા વિલંબ થશે તો ઉપરોકત જમીન પરત્વે હરકોઈ જાપ્તના કોઈ હકકો આવેલ નથી અગર આવેલ હોય તો જમીનના માલીકોની તરફેણના જતા કરેલ છે તેમ સમજી ઉપરોકત જમીનનું ટાઈટલ ક્લીયરન્સ સર્ટીફીકેટ આપવામાં આવશે ત્યારબાદ કોઈની કોઈપણ પ્રકારની તકરાર ચાલશે નહીં જેની જાહેર જનતાની નોંધ લેવી.

તા. ૧૪/૦૪/૨૦૨૨
અમદાવાદ

મોદી એન્ડ એસોસીએટસ
મોહીત દિલીપભાઈ મોદી
એડવોકેટ
પહેલો માળ, "ઈ" ખોડો, સત્યમ કોમ્પલેકસ કોમર્સ, રાજપથ ક્લબ પાછળ, એસ્ટ્રોલ ચોકીસ સામે, ઓફ કિંમુ બંગલા રોડ ("એસ્ટ્રોલ") બિલ્ડીંગની બાજુમાં રોડ પરે) અમદાવાદ-૩૮૦૦૫૯.
ટે. નં. : ૪૦૦૩૧૨૮૨ / ૪૦૦૩૧૨૮૨



AYODHYA VISIT

Vice-President M Venkaiah Naidu at the Ram Janmabhoomi site during his visit to Ayodhya on Friday. He offered prayers at the temple site. The Vice-President was also given a detailed presentation on the construction of the Ram temple. *PTI*

Kerala PFI leader hacked to death in front of father

Car used by killers registered in name of slain RSS leader S Sanjith, says SP

SHAJU PHILIP
THIRUVANANTHAPURAM,
APRIL 15

A POPULAR Front of India (PFI) leader was hacked to death in front of his father in Kerala's Palakkad district on Friday, police said.

A Subair, 44, the right-wing outfit's Elappully area chief, was killed barely metres away from the local mosque in Elappully where he and his father, Aboobacker, had gone to offer the congregational Friday prayers, police said.

The PFI has blamed the killing on the BJP and its ideological mentor, the RSS (Rashtriya Swayamsewak Sangh), an allegation the BJP leadership in Palakkad has denied.

In signs of a revenge killing, however, Palakkad Superintendent of Police P R Vishwanadh said the car abandoned by Subair's killers was "prima facie" found registered in the name of slain RSS leader S Sanjith. Sanjith was killed in the same area on November 15 last year, in a strikingly similar manner — by car-borne assailants, in front of his wife.

The killing was blamed on the PFI and its political offshoot, the Social Democratic Party of India (SDPI), with the police chargesheeting 10 PFI-SDPI men in February this year.

Police said Subair and Aboobacker had just started for home on a bike when a car hit them. The assailants then hacked Subair multiple times and fled, leaving the car behind, the police added.

A local resident rushed Subair to the district hospital where he was declared dead.

Aboobacker, who is being treated for injuries at the hospital, told the police his son had political enmity with RSS members in the district.

SP Vishwanadh said: "However, at this stage, we cannot say whether it is a political murder or not. Only after effecting the arrest of the alleged accused, the motive behind the murder could be ascertained. Prima facie, the assailants seemed to have moved to the nearby state (Tamil Nadu)."

PFI state president C P Muhammed Basheer has blamed the RSS, saying "the conspiracy behind the (Subair's) murder is clear".

"By killing a local PFI leader, RSS wants to foment communal trouble. During the Ram Navami celebration, RSS had unleashed attacks on Muslims. In Palakkad also they had issued provocative statements. RSS has targeted a person who came out of the mosque. Strong protest should be raised from all quarters against RSS terrorism," Basheer said.

Denying his party's or the RSS involvement, BJP Palakkad district president K M Haridas said: "The murder is part of PFI-SDPI conspiracy to shatter the peace in the district. BJP workers have no role in it. We would not allow PFI-SDPI bid to foist the murder on Sangh Parivar organisations."

Meanwhile, police have sounded an alert across the state to prevent further retaliatory attacks or violence. SP Vishwanadh said special control rooms will be set up and night patrol intensified too.

In December last, BJP leader Ranjith Sreenivasan was killed in Alappuzha, barely 12 hours after the killing of SDPI leader K S Shan in the same district.

Hindi will promote unity, help realise dream of Akhand Bharat: Goa CM

EXPRESS NEWS SERVICE
PANAJI, APRIL 15

GOA CHIEF Minister Pramod Sawant on Friday said that promoting the Hindi language will not only keep India's oneness intact but also help us realise the dream of 'Akhand Bharat'.

Goa CM Pramod Sawant

Speaking at the 8th International Hindi Conference held in Panaji Friday, Sawant said: "We talk of unity in diversity and the dream of Akhand Bharat that we have nursed... We have moved ahead with this dream and this dream has been made into reality by PM Narendra Modi. It is important to promote Hindi to stay united in diversity."

The Chief Minister, who was recently sworn in for his second term in the office, is also the minister for Official Language in the state.

He said that along with Hindi, all regional languages would be promoted in Goa. He said that they would write to the Goa bench of the Bombay High Court to carry out proceedings in both Konkani and English so that litigants may also be able to follow them. "The Goa bench of the Bombay High Court carries out its work in English. Those who go to seek justice, for them the court proceedings should also be in Konkani... It will be our endeavour to make Konkani, along with English, the language for court proceedings. We will write to the High Court over this," he said.

'Inter-faith elopement': Mob sets two houses on fire in Agra

EXPRESS NEWS SERVICE
NEW DELHI, APRIL 15

EIGHT PERSONS were arrested on Friday for allegedly setting two houses of a Muslim man on fire in Agra.

According to the police, the arson was carried out by members of Dharm Jagran Samanvay Sangh, a local right-wing outfit, to demand the arrest of one Sajid, who allegedly eloped with a Hindu woman. The police said the woman had gone with the man out of her own will and her statement was yet to be recorded. A booth incharge has been suspended, while the role of the Sikandra police station SHO is being probed in connection with the case.

At the time of the incident, no family member was inside the house. "We received information that some persons set ablaze the house of a man in Runakta area. They alleged that he had kidnapped a girl and demanded his arrest. Four days ago, the man and the woman, of two different religions, had gone together. We have traced the woman and further investigation is on," said Agra SSP Sudhir Kumar Singh.

According to police, the woman lives in the vicinity and was known to Sajid (22). The family members and locals in the area alleged that Sajid had kidnapped the minor four days ago. The police said the minor was in fact an adult and had gone with him willingly.

Sarpanch shot dead in J&K village, 4th attack since March

EXPRESS NEWS SERVICE
SRINAGAR, APRIL 15

SUSPECTED MILITANTS shot dead a sarpanch in Pattan area of north Kashmir's Baramulla district on Friday, police said, the fourth such attack on grassroots representatives in the Valley this year.

Political parties have condemned the killing, which comes less than two weeks ahead of Prime Minister Narendra Modi's visit to Jammu, where he is expected to address members of the Panchayati Raj Institutions.

Police said Manzoor Ahmad Bangroo, who was the sarpanch of Goshbugh village, was not associated with any political party.

"In this terror crime, he received critical gunshot injuries and was immediately evacuated to nearby hospital for treatment. However, doctors declared him dead on arrival," a police statement said, adding the area has been cordoned off and a search is on for the attackers.

While condemning the incident, the Peoples Democratic Party asked why killings of sarpanchs in the Valley have continued "despite multiple security assessments and bundling them in secure accommodations in Srinagar". "There seems to be no end in sight to the bloodbath in Kashmir. Yet nothing seems to move GOI enough to change its approach towards J&K," PDP chief Mehbooba Mufti tweeted.

Two sarpanches were killed in south Kashmir's Kulgam district and one on the outskirts of Srinagar in March.

On March 12, Shabir Ahmad Mir, the sarpanch of Kulgam's Audora village, was shot dead by suspected militants. Police said he had been staying at a hotel in Srinagar "for security reasons" and had left for his village without informing them. On March 9, Sameer Ahmad Bhat, who was the sarpanch of Khonmoh village on the outskirts of Srinagar, was killed outside his house. On March 2, at Kulpora village in Kulgam, sarpanch Mohammad Yaqoob Dar, 52, was on his way home after taking a round of the village when he was shot.

Meanwhile, condemning Bangroo's killing, Lieutenant Governor Manoj Sinha said: "Perpetrators of this despicable act shall be punished. My deepest condolences to the bereaved family in this hour of grief."

Former J&K chief minister Omar Abdullah tweeted: "Another targeted killing, another family in mourning this evening. This unending cycle of violence is heartbreaking. My condolences to the family of Manzoor Bangroo. May he find place in Jannat (paradise)."

Condemning the killing, the BJP however denied reports the sarpanch was affiliated to the party.

Tribal girl 'gangraped', male friend assaulted in Birbhum, say police

EXPRESS NEWS SERVICE
KOLKATA, APRIL 15

A 15-YEAR-OLD tribal girl was allegedly gangraped and her male friend assaulted in Birbhum district on Thursday, the police said, adding that the minor, in her statement, said four to five people were involved in the incident.

As per preliminary probe, the girl was visiting a fair with her friend on Thursday and was engaged in a conversation with him when about four to five people assaulted him before dragging her away to a secluded place, by a river, where she was allegedly gangraped. She somehow managed to make her way home and was later admitted to a hospital, the police said, adding that an FIR has been filed in connection with the incident.

On learning about the alleged incident, Birbhum SP Nagendra Tripathi and other senior police officers visited the village. The SP also met the girl at the hospital. "As per the primary information, the girl has complained of being gang-raped. She is doing fine and is able to speak. A medical examination has been conducted on her and the reports are awaited. We will use tower dumping to track down the accused persons," the SP said.

Tower dumping technology helps investigators obtain information on cell phones active in the area around a particular mobile tower. Tripathi said police artists were trying to make sketches of the accused based on the description given by the victim's friend. The accused are suspected to be outsiders visiting the fair, a senior police officer said.

Bag with evidence in case against minister stolen from court: AP police

SREENIVAS JANYALA
HYDERABAD, APRIL 15

A BAG containing a laptop, iPad and three cellphones — all belonging to newly inducted State Agriculture Minister Kakani Govardhan Reddy and part of "evidence" against him in a forgery and defamation case — was stolen from the fourth additional judicial magistrate's court in Nellore, police said.

An officer at the local police station where the complaint of theft was filed by a court clerk on April 13 said two of the six persons who broke into the court safe had been detained. "They discarded the empty bag near the court. The two detained persons are being questioned. We hope to catch the main culprits soon," he said.

The defamation case against Govardhan Reddy, who was inducted as minister by Chief Minister Y S Jagan Mohan Reddy in the reshuffle on April 10, was filed by then TDP minister Sommireddy Chandramohan Reddy in December 2016. Govardhan Reddy had accused Sommireddy of amassing assets worth Rs 1,000 crore, including properties in Singapore, Malaysia and Thailand.

"He displayed in public the purported documents of the properties I allegedly bought. I challenged him to prove his allegations in court, and it turned out that the documents were forged. I filed a police complaint. The high court had denied bail. Recently, the Supreme Court granted him bail with certain conditions," said Sommireddy.

"In January this year, the YSRCP government filed a petition in the special court that is trying cases against elected representatives at Vijayawada, seeking to withdraw the case against Govardhan Reddy. The court rejected the petition... The case has been listed for hearing in June. The bag containing the electronic evidence that showed Govardhan Reddy forged the documents was at the Nellore court. That has been stolen now. Isn't it surprising that only the bag containing the evidence has been stolen and nothing else," he said.

GUJARAT URJA VIKAS NIGAM LIMITED
Sardar Patel Vidyut Bhavan, Racecourse,
Vadodara-390007 PBX : (0265) 2310582-86,
Web : www.guvnl.com

NOTICE INVITING TENDER

GUVNL invites tenders for procurement of power through Competitive Bidding (followed by e-reverse auction) from 500 MW Non-Park based Solar Power Projects with Greenshoe option of additional 500 MW through RfS No. GUVNL / 500 MW / Solar (Phase XIV) dated 16.04.2022.For tender documents please visit the website www.bharat-electronictender.com and www.guvnl.com. The last date of bid submission is 18.05.2022.

Date: 16-04-2022 General Manager (RE & IPP)

GUJARAT URJA VIKAS NIGAM LIMITED
Sardar Patel Vidyut Bhavan, Racecourse,
Vadodara-390007 PBX : (0265) 2310582-86,
Web : www.guvnl.com

PUBLIC NOTICE

GUVNL has filed Petition No.2069 of 2022 before the Hon'ble GERC for approval of deviations from Guidelines for tariff based competitive bidding process dated 03.08.2017 notified by Ministry of Power, Government of India for procurement of power from grid connected Solar PV Power projects. The interested stakeholders/objectors may file their objections/ suggestions in the Petition to the Secretary, Gujarat Electricity Regulatory Commission, 6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City, Gandhinagar - 382355 in five copies along with affidavit in support of their submissions with a copy to the Petitioner on or before 26.04.2022. The date of hearing is scheduled by the Hon'ble Commission on 27.04.2022 at 11:30 A.M. The petition is uploaded on www.guvnl.com.

Date: 16-04-2022 General Manager (RE & IPP)

NMDC Limited
(A GOVERNMENT OF INDIA ENTERPRISE)
'Khanij Bhavan', 10-3-311/A, Castle Hills,
Masab Tank, Hyderabad - 500 028
CIN: L13100TG1958GOI001674

CONTRACTS DEPARTMENT/Engineering & Project Division
E-TENDER NOTICE (Open Tender Enquiry for Domestic Bidding)

Tender Enquiry No: HO (Contracts)/Add. Classrooms TAV/Kirandul/2022/821 dated 15.04.2022
(NMDC Ref. No.: NMDC/HO/3/22-23/ET/52)

NMDC Limited, a 'NAVARATNA' Public Sector Company under Ministry of Steel, Govt. of India invites online bids for "CONSTRUCTION OF ADDITIONAL CLASS ROOMS AT TAV SCHOOL, BKSM, KIRANDUL COMPLEX, DANTEWADA (GS)" on item rate basis, from prospective domestic bidders who fulfil the Pre-Qualification Criteria.

Detailed NIT and tender document including pre qualification requirements can be viewed/ downloaded from 15.04.2022 to 17.05.2022 from the following websites:

1. NMDC website: www.nmdc.co.in
2. Public Procurement Portal: http://www.eprocure.gov.in
3. NSTC portal: https://www.mstcecommerce.com/eprochain/nmdc/buyer_login.jsp

For accessing the tender document from NMDC website, the bidder has to register as 'New Users' at NMDC's website link https://tenders.nmdc.co.in/nmdcsrm/

For accessing the tender document from NSTC, bidder has to register as 'New Vendors' at NSTC website link https://www.mstcecommerce.co.in/eprochainnmdc/buyer_login.jsp and search the Tender Number NMDC/HO/3/22-23/ET/52. For further help, refer to 'Vendor Guide' given in NSTC website.

The bidders are requested to submit their bids online through NSTC Limited website. The details of submission of bid through online are given in NIT.

The bidders on regular basis are required to visit the NMDC website/ CPP portal/ NSTC website for corrigendum, if any, at a future date.

For further clarification, GM (Contracts), NMDC Ltd., Hyderabad can be contacted on fax: 040-23534746, Tel: 040- 2353 2800, email: contracts@nmdc.co.in

Chief General Manager (Contracts)

MANAPPURAM HOME FINANCE LTD
FORMERLY MANAPPURAM HOME FINANCE PVT LTD
CIN : U65923KL2010PLC039179
Regd Office : IV/470A (OLD)W/638A(NEW) Manappuram House Valapad Thrissur, Kerala 680567
Corp Office : Manappuram Home Finance Limited,Third Floor, Unit No. 301 to 315, A Wing, 'Kanakia Wall Street', Andheri-Kurla Road, Andheri East, Mumbai 400093, Maharashtra. Phone No. 022-66211000, Website : www.manappuramhomefin.com

DEMAND NOTICE

A notice is hereby given that the following borrower/s have defaulted in the repayment of principal and interest of the loan facility obtained by them from the Company and the loans have been classified as Non-Performing Assets (NPA). The notice dated were issued to them under Section 13 (2) of Securitization and Re-construction of Financial Assets and Enforcement of Security Interest Act-2002 on their last known addresses as provided to the company by them, that in addition thereto for the purposes of information of the said borrower/s or others affected below, the said loan owners are being informed by way of this public notice.

Sr. No.	Name of the Borrower/Co-Borrower/ Guarantor/Loan Account Number / Branch	Description of Secured Asset in respect of which interest has been created	NPA Date	Demand Notice Date / & Outstanding Amount
1	DHULESHWAR GOPILAL SUTHAR, PUSHPA DHULESHWAR SUTHAR / WSURA00001968/SURAT	Block No. 3,4,5,6,7,8,9,10,12,19,362 & New Block 3,Plot No.3/705,Aradhana Lake Town Vibhag -2, B/S. Balkrushna Row House Nr.Sahiba Mill, Surat Bardoli Road, Jolva Gam, Palsana, Surat-394305.	10-12-2019	01-04-2022 & Rs.1169275/-
2	SUBHASH DAMODAR MANDAL, MADHUBHARTI SUBHASH MANDAL / WANK L0003793/ANKLESHWAR	Plot No.58,Ra.No.273,Sonal Park, Vil. Sarangpur, Ta. Ankleshwar,Dist.Bharuch -393001. Gujarat	22-07-2019	01-04-2022 & Rs.943616/-
3	SUBHASH DAMODAR MANDAL, MADHUBHARTI SUBHASH MANDAL, ARJUN MANDAL/ MOSKHLLONS00000503243/ ANKLESHWAR	Plot No.58,Ra.No.273,Sonal Park, Vil. Sarangpur, Ta. Ankleshwar,Dist.Bharuch -393001. Gujarat	12-09-2019	01-04-2022 & Rs.355312/-

The above borrower/s are advised to make the payments of outstanding within period of 60 days from the date of issuance of notice U/s. 13 (2), failing which further steps will be taken after expiry of 60 days from the date of issuance of notice U/s. 13 (2) dated mentioned above as per the provisions of Securitization and Re-construction of Financial Assets and Enforcement of Security Interest Act, 2002

Sd/-
Date : 16.04.2022 Authorised Officer
Place : Gujarat Manappuram Home Finance Ltd

CANTONMENT BOARD, DEHUROAD
(Government of India, Ministry of Defence)
Dehuroad, Pune - 412 101,
Ph. No.020 27671222, Fax: 020 27672610
e-mail: ceodehu-stats@nic.in, website: https://dehuroad.cantt.gov.in

No. CBDR/ADMIN/Permanent Recruitment/2022 Date: 13/04/2022

EMPLOYMENT NOTICE

Note:- Candidates those who have applied for Recruitment of AMO's post earlier vide Advt. no. CBDR/ADMIN/Permanent Recruitment/2022 dated 31/01/2022, they should not submit their application again for the said post.

1. Applications in the prescribed format are invited from eligible candidates for direct recruitment to the post of AMO (Assistant Medical Officer).
2. Detailed Advertisement, Format of the Application form and other information is available on https://dehuroad.cantt.gov.in
3. Candidates are requested to download the application form from the above mentioned website. The duly filled application form along with self-attested copy of Education Qualification/certificate should be sent by Registered Post/Speed post only to the "Chief Executive Officer, Office of the Cantonment Board Dehuroad, near Dehuroad Railway Station, Dehuroad, Pune — 412101"
4. Requirement of Posts:-

Sr. No.	Name of the Post	Pay Scale (as per 7th Pay Commission)	Reservation Status						Age Limit (as per CBESR, 2021)
			UR	SC	ST	OBC	EWS	Total	
1	Assistant Medical Officer	Rs. 56100-177500 (S-20)	1	-	-	1	-	2	23-35 Yrs.

UR= Unreserved, ORC= Other Backward Class, SC= Scheduled Caste, ST= Scheduled Tribe, EWS= Economy Weaker Section, PH= Physically Handicapped.

Critical Dates:- a. Last date of receipt of application:- 12/05/2022.

Note:- The cut-off date for determining the age limits shall be 04/03/2022. There is no age relaxation for UR Categories.

» For detailed advertisement, please visit https://dehuroad.cantt.gov.in/recruitment/.

Sd/-
Amitkumar B. Mane
Chief Executive Officer
Cantonment Board Dehuroad

Classifieds

PERSONAL

Change of Name
I have changed my name from **Ramilaben Narendrakumar Rav** to **Ramilaben Narendrakumar Ravat**
82, Kundanlalni Chali Meghaninagar, Asarwa, Ahmedabad-380016

Change of Name
I have changed my name from **Narendrakumar Dashrathbhai Rav** to **Narendrakumar Dashrathbhai Ravat**
82, Kundanlalni Chali Meghaninagar, Asarwa, Ahmedabad-380016

CHANGE OF NAME
I have change My Name from **PATEL MINOLI AKSHAY** to **PATEL MINOLI AXAYBHAI**
Address: A/1, Ashirvad Appartment, Opp. Panjabi Hall, Navrangpura, Ahmedabad -380009

I, Swaroop Bhandari S/o Army No-JC 6J02J5Y SUB Shaligram Bhandari of 1/9 Gorkha Rifles Resident of Vill Bharatpur Muncipality-12, PO Bharatpur Dist: Chitawan Nepal have changed my name from Swaroop Bhandari to Swarup Bhandari vide affidavit no-IN - GJ39282903915K5SU Dated 07 april 2022 before district court Gandhinagar.
0040610073-1

IMPORTANT
Whilst care is taken prior to acceptance of advertising copy, it is not possible to verify its accuracy. Therefore readers of Classified Columns are advised to make such enquiries as they may wish to satisfy themselves as to the bona fides of any advertisement or individuals advertising in the newspaper. In particular, we would advise readers not to part with money or cheques in response to any offer of employment without first having taken up references and satisfied themselves as to the genuineness of the offer. We also advise readers to be wary of offers of goods at unrealistically low prices.

DARSHAN ORNA LIMITED
CIN: L36910GJ2011PLC063745
102, First Floor, Shree Balaji Paragon, B/s Rock Regency Hotel, Nr. Circle - P. C.g.road Ahmedabad- 380009
Contact no: 9510645569 Email Id: cumplancungdarshan@gmail.com

STATEMENT OF STANDALONE AUDITED FINANCIAL RESULTS FOR THE YEAR ENDED ON 31ST MARCH, 2022

(Rs. in Lacs)

Sr. No.	Particulars	Quarter Ended			Year Ended	
		3 Month ended on 31/03/2022	3 Month ended on 31/12/2021	3 Month ended on 31/03/2021	Year Ended on 31/03/2022	Year Ended on 31/03/2021
		Audited	Unaudited	Audited	Audited	Audited
1	Total Income	392.02	267.81	763.09	1392.81	808.53
2	Net Profit for the year before tax	4.39	25.24	186.41	87.85	199.56
3	Net Profit for the year after tax	4.39	23.74	173.80	78.86	184.06
4	Total Comprehensive Income for the year	-	-	-	-	-
5	Paid up Equity Share Capital	1000.59	1000.59	1000.59	1000.59	1000.59
6	Other Equity Excluding Revaluation Reserve	-	-	-	-	-
7	Earnings per share (Face Value of Rs. 10/- each)					
	Basic	0.04	0.24	1.73	0.79	1.82
	Diluted	0.04	0.24	1.73	0.79	1.82

Note
(a) The above financial result were reviewed and recommended by the Audit Committee and approved by the Board of Directors at their meeting held on 14-04-2022
(b) The Audit is required under Regulation 33 of the SEBI (Listing Obligation and Disclosure Requirements Regulations, 2015 has been completed by Auditors of the company.
(c) The above is an extract of the detailed format of Annual Financial Results filed with the Stock Exchanges under Regulation 33 of the SEBI (Listing and Other Disclosure Requirements) Regulations, 2015. The full format of the Annual Financial Results are available on the websites of the Stock Exchange (ies) and the Listed entity (www.bsesme.com)
(d) The figures for the previous year/periods are re-arranged/re-grouped, wherever considered necessary.
(e) The figures for the quarter ended 31st March, 2022 and quarter ended 31st March, 2021 are the balancing figures between the audited figures in respect of the full financial year and the published year to date figures up to the third quarter of the relevant financial year.

For and on behalf of Darshan Orna Ltd.
sd/-
Place: Ahmedabad Ritesh Sheth
Date: 14/04/2022 Managing director