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/ 566 **Date:** 26/05/2022

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

AD(Legal) 26/5/22 Ex (Legal) Process PH 26/05/2022

G.E.R.C. Inward No - 3034 Date : 26 MAY 2022

Sub: Petition under Section 86 read with Section 63 of the Electricity Act 2003 for approval of deviations from the Guidelines issued by Central Government for procurement of power through Tariff Based Competitive Bidding Process from Grid Connected Renewable Energy sources i.e Wind, Solar and Wind-Solar Hybrid projects and for approval of bid documents for carrying out bidding process for procurement of power from Hybrid Power Projects having RE generation with co-located Energy Storage Systems.

Respected Sir,

Please find attached herewith a Petition under Section 86 read with Section 63 of the Electricity Act 2003 for approval of deviations from the Guidelines issued by Central Government for procurement of power through Tariff Based Competitive Bidding Process from Grid Connected Renewable Energy sources i.e Wind, Solar and Wind-Solar Hybrid projects and for approval of bid documents for carrying out bidding process for procurement of power from Hybrid Power Projects having RE generation with co-located Energy Storage Systems.

The Petition (1 original + 4 copies) on affidavit is attached herewith. In this regard, GUVNL has made payment of requisite petition file fees of Rs. 10,000 as per Schedule 24 of GERC (Fees, Fines and Charges) Regulations, 2005 and the payment details are attached herewith.

Thanking you,

Yours faithfully,

K.P Jangid
General Manager (Comm)

TXN Ref NO: 655579202205260084000000005
MR No. 3123
30/5/22 Pl. accept the fees of Rs. 10,000/- subject to verification as per GERC (fees, fines & charges) Regulations 2005.
26/5/2022 AD(Legal)

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION, GANDHINAGAR

Filing No:

Petition No:

IN THE MATTER OF:

Miscellaneous Petition under Section 86 read with Section 63 of the Electricity Act 2003 for approval of deviations from the Guidelines issued by Central Government for procurement of power through Tariff Based Competitive Bidding Process from Grid Connected Renewable Energy sources i.e Wind, Solar and Wind-Solar Hybrid projects and for approval of bid documents for carrying out bidding process for procurement of power from Hybrid Power Projects having RE generation with co-located Energy Storage Systems.

PETITIONER Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara - 390 007

PETITION UNDER SECTION 86(1) READ WITH SECTION 63 OF THE ELECTRICITY ACT, 2003 ANDTHE PROVISIONS OF THE RELEVANT GUIDELINES NOTIFIED BY THE CENTRAL GOVERNMENT UNDER SECTION 63 OF THE ELECTRICITY ACT, 2003 FOR DIRECTIONS IN REGARD TO TARIFF BASED COMPETITIVE PROCUREMENT OF ELECTRICITY.

MOST RESPECTFULLY SHOWETH:

1) The present Petition is being filed by the Petitioner, Gujarat Urja Vikas Nigam Limited, a company incorporated under the provisions of the Companies Act, 1956 with its registered office at Sardar Patel Vidyut Bhavan, Race Course, Vadodara. The Petitioner is a licensee and the entity undertaking bulk purchase of electricity from generating companies and other sources and bulk sale of electricity to the State Distribution Licensees.

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

2) The Government of Gujarat ("GoG") has notified the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003 in May 2003 for the reorganization of the entire power sector in the State of Gujarat.

3) 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.

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

5) 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 Gujarat Electricity Regulatory Commission(Procurement of Energy from Renewable Energy Sources) Regulations, 2010 as amended from time to time.

6) 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 renewable power from time to time.

7) 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.

8) 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

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State."

9) Promotion of competition in the electricity industry in India is one of the key objectives of the Electricity Act 2003. The 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.

10) Sections 61 and 62 of the Electricity Act 2003 empower 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 as under:

"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."

11) The National Tariff Policy, 2016 formulated by the Ministry of Power has given specific guidance on purchase of power generated from renewable energy sources. Section 6.4(2), of the National Tariff Policy provides as under:

"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."

12) The Central Government has, inter-alia, notified the following Guidelines under Section 63 of the Electricity Act 2003 relating to procurement of power from Renewable Energy Projects:

(i) "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" issued by the Ministry of Power vide Resolution dated 03.08.2017 (**'Solar Guidelines'**);

(ii) "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" issued by the Ministry of Power vide Resolution dated 08.12.2017 (**'Wind Guidelines'**); and

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

(iii) "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects" issued by the Ministry of New & Renewable Energy vide O.M. dated 14.10.2020 (**'Wind-Solar Hybrid Guidelines'**).

The Standard Bidding Documents are yet to be published by the Central Government under the above Guidelines.The copies of the Solar Guidelines dated 03.08.2017, Wind Guidelines dated 08.12.2017 and the Wind-Solar Hybrid Guidelines dated 14.10.2020, along with subsequent amendments and clarifications is attached hereto and marked as **Annexure 'A' ('Colly').**

13) The above Guidelines (as amended) provide following conditions to be met by Procurer while issuing the tender documents:

i. <u>Clause 3.1.1 of the Solar Guidelines dated 03.08.2017</u>:

*"**3. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS***

.....

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."

ii. <u>Clause 5 of the Wind Guidelines dated 08.12.2017:</u>

5. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS
The Procurer shall meet the following conditions:
5.1. 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 PPA and Model PSA]notified by the Central Government, except as provided in sub clause (c) below.

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

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 22 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.

iii. <u>Clause 6 of the Wind Solar Hybrid Guidelines dated 14.10.2020:</u>

6. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS
The Procurer(s) shall meet the following conditions:
6.1. Bid Document:

It shall prepare the bid documents in accordance with these Guidelines. Any deviations from the Guidelines need to be approved by the appropriate Commission

14) The Petitioner on behalf of the four Distribution Companies in the State, which are its subsidiaries, has been conducting tendering process from time to time for procurement of grid connected renewable energy power from Renewable Energy Projects through Competitive Bidding (followed by e-reverse auction).

15) GUVNL has been entering into agreements for procurement of power from Wind and Solar energy projects through competitive bidding process conducted from time to time.Considering that with increasing share of renewable energy in the overall capacity mix, the issues of Grid Management are likely to increase in coming years, there is a need for progressively promoting grid connected Energy Storage Systems for large scale integration of RE with stability of grid. In view of the same, GUVNL desires to float the tender for purchase of 500 MW power from Renewable Energy sources with mandatory installation of Energy Storage Systems (ESS) for which the draft bidding documents containing RfS and PPA have been prepared which are placed herewith as **Annexure – 'B'.** The salient features of the draft bid documents are as under:

(a) The procurement of power under the tender would be for 500 MW RE power with Co-located Energy Storage Systems wherein developer can install

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

projects with one of the following three combinations. (1) **Combination A** – Wind Power Projects with Co-located Energy Storage Systems (2) **Combination B** – Solar Power Projects with Co-located Energy Storage Systems (3) **Combination C** – Wind-Solar Hybrid Projects with Co-located Energy Storage Systems;

(b) In the aforesaid tender, the time periods from 06-09 Hrs in the morning and 18-24 Hrs in the evening have been designated as peak hours. Out of these peak hours, 2 hours in morning and 4 hours in evening on each day would be selected by GUVNL/SLDC in which the developer will be mandatorily required to supply firm dispatchable power either from RE Projects or from ESS;

(c) It will be mandatory for the developer to supply 3 MWh energy during peak periods for every 1 MW of contracted capacity for which the developer may install Battery Energy Storage Systems or Pump Storage Hydro Power Systems or any other Storage Systems along with RE project. However, the tender would be technology agnostic for ESS;

(d) Peak power will be purchased at tariff discovered through competitive bidding whereas Off Peak power will be purchased at fixed rate of Rs 2.29 / unit which is the rate discovered previously in the reverse auction conducted on 16.03.2022 in GUVNL's Solar tender dated 03.01.2022; and

(e) The tender documents have been prepared with a view to align the provisions of same to the Guidelines of tariff based competitive bidding issued by Government of India for purchase of power from respective RE sources i.e. Wind or Solar or Wind-Solar Hybrid Projects as there are no guidelines at present for procurement of power from Energy Storage Systems which are included as part of the RE project. The aspects of deviations from the Guidelines are discussed in the subsequent para.

16) It is submitted that Central Government has recently notified the Guidelines under Section 63 of the Electricity Act 2003 for Procurement and Utilization of Battery Energy Storage Systems (BESS) as part of Generation, Transmission and Distribution assets, along with Ancillary Services vide notification dated 10.03.2022 which provides that in case of systems which contain RE generating stations along with BESS as a single Project (co-located or multi-located), the respective Standard Bidding Guidelines issued for procurement of power from Solar, Wind and Hybrid Power Projects, or the Unified Standard Bidding Guidelines, as issued by the Ministry of Power, shall be applicable. It is also provided in this Guidelines that the BESS may be charged by RE power or non RE power or through a

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

combination of RE and non-RE power, however, when it seeks to supply RE power, it will need to the charged with RE power only. The tender documents of the present petition are in consonance with the provisions of the aforesaid Guidelines dated 10.03.2022.

17) It is submitted that the deviations from the Guidelines of the Central Government approved by Hon'ble Commission vide orders dated 15.03.2018 in Petition No. 1706 of 2018 & dated 13.01.2020 in 1848 of 2019 in case of solar projects and vide order dated 15.03.2018 in Petition No. 1709 of 2018 in case of Wind projects have been included in the present bid documents prepared by Petitioner. Further, the provisions of "Change in Law" in the present tender are kept in line with the Petition no. 2069 of 2022 recently filed by GUVNL before Hon'ble Commission for approval of Change in Law clause in case of Solar Tenders which has been approved by the Hon'ble Commission vide Order dated 19.05.2022. In the present tender, the Change in Law clause of all three RE sources i.e. Wind or Solar or Wind-Solar Hybrid are proposed to be kept uniform which will entail deviations from respective Guidelines. While approval for deviations from Central Government Guidelines for 'Change in Law' in case of Solar is already under process, the approval for the deviations in case of Wind and Wind-Solar Hybrid sources is sought under present petition.

18) While the all other provisions of the bid documents are in consonance with the Guidelines issued by Central Government read with deviations approved by Hon'ble Commission vide orders dated 15.03.2018 in Petition No. 1706 of 2018 & dated 13.01.2020 in 1848 of 2019 in case of solar projects and vide order dated 15.03.2018 in Petition No. 1709 of 2018 in case of Wind projects, the Petitioner is seeking following deviations / modifications from the respective guidelines applicable to each RE source as detailed below.

18.1 Payment Security Fund: It is pertinent to mention that the Central Government Guidelines in all three cases of RE procurement provide for mandatory creation of payment security fund by procurers in favour of generators towards payment security in addition to Letter of Credit. In case of Wind and Solar projects, GUVNL has taken the approval of Hon'ble Commission for deviation from the provision of Payment Security Fund. However, in case of Wind-Solar Hybrid projects, GUVNL seeks approval of similar deviations from clause 8.4.1(ii) of the Wind Solar Hybrid Guidelines dated 14.10.2020 as amended vide OM dated 23.07.2021 issued by the Ministry of New and Renewable Energy, Government of India. Clause 8.4.1 of the Wind Solar Hybrid Guidelines reads as under.

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

"8.4.1 Scenario 1: Direct Procurement by Distribution Licensee from Hybrid Power Generator:
Distribution Licensee shall provide payment security to the Hybrid 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 for at least 3 (three) months' billing of all the Projects tied up with such fund;

(iii) In addition to (i) & (ii) above, Distribution Licensee may also choose to provide State Government Guarantee, in a legally enforceable form, ensuring that there is adequate security to the Hybrid Power Generator, both in terms of payment of energy charges and termination compensation if any."

The Petitioner hereby seeks approval of Hon'ble Commission for the deviation from the clause 8.4.1 (ii) of the guidelines as the Petitioner is having good track record of making timely payment(s) by availing rebate on prompt payment prior to due date. Keeping of clause8.4.1 (ii) of the Guidelines may lead to unnecessary blockage of funds and costs associated thereto and ultimately create burden on end consumers of the State and thus, it is not necessary in the Petitioner's case whose record for the payment to the generators is good. The above deviation proposed in case of Wind-Solar Hybrid sources is in line with deviations already approved in case of Solar and Wind sources.

18.2 Change in Law – The Change in Law clauses stipulated in the Guidelines issued by Central Government provide a broad scope in case of all three sources i.e., Solar, Wind and Wind-Solar Hybrid. The relevant clauses of the Guidelines are reproduced hereunder

i. Clause 5.7 of the Solar Guidelines dated 03.08.2017- 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

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

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."

ii. **Clause 7.8 of the Wind Guidelines dated 08.12.2017- Change in Law:**

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

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 (a) taxes on corporate income or any change in any withholding tax on income or dividends; and (b)Custom duty on imported equipment"

iii. **Clause 8.5 of the Wind-Solar Hybrid Guidelines dated 14.10.2020- Change in Law:**

"8.5.1 In the event a change in Law results in any increase or decrease in the cost of generation, the said increase / decrease in cost shall be passed on in tariff in the following manner:

(a) For the purpose of ensuring that the pass through happens in an expeditious manner within 30 days of the Change in Law event, the following formula may be followed:-

Let Financial Impact of Change in Law = P;

Then, the modification in PPA tariff (M.T.) for compensating the financial impact is given by

$$M.T. = Y/X$$

Where, X = estimated monthly electricity generation (in kWh) = (1/12) [contracted capacity of the RE power plant as per PPA (in MW) x Annual CUF declared in PPA (in %) x 8760 hours x 10];

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

and

Y= [(PxMr){(1+Mr)n}] / [{(1+Mr)n}-1]

Where,

n = no. of months over which the financial impact has to be paid; and

Mr = monthly rate of interest =; where R = annual rate of interest on loan component (in %) as considered by Central Electricity Regulatory Commission (CERC) in its Order for Tariff determination from Renewable Energy Sources for the year in which the project is commissioned. In absence of relevant CERC Orders for the concerned year, the interest rate shall be average interest rate plus 200 basis points above the average State Bank of India Marginal Cost of Funds based leading rate (MCLR of one year tenor) prevalent during the last available six months for such period.

Further, the M T. shall be trued up annually based on actual generation of the year so as to ensure that the payment to the Generator is capped at the yearly annuity amount.

(b) The pass through according to the formula stipulated above shall be calculated and shall come into effect automatically after 30 days of the Change in Law event.

(c) Within 30 days of the pass through coming into effect the Generator/ Intermediary procurer/ Procurer shall submit the relevant documents/calculation sheets to the Appropriate Commission for truing up the rate of pass through per unit.

(d) The Appropriate Commission shall verify the calculation and do the truing up within 60 days of the pass through coming into effect after which the rates of pass through shall be adjusted if necessary according to the truing up.

8.5.2. In case change in Law / Regulations results in delay in commissioning, where cause and effect between these two can be clearly established, the Intermediary Procurer may provide suitable extension to commissioning of the project.

8.5.3. In these Guidelines, the term 'Change in Law' shall refer to the occurrence of the following events, after the last date of the bid submission, (i) the enactment of any new Law; or (ii) an amendment, modification or repeal of an existing Law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the 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."

It is submitted that the above Change in Law clauses of the Guidelines are likely to result into frequent litigations / petitions by generators seeking relief by using this provision as an instrument for tariff revision /

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

redetermination of tariff. Further, the above provisions create uncertainty in tariff to DISCOMs and ultimately to end consumers as scope of Change in Law is too wide making it ambiguous to figure out the implications thereof. Moreover, the Change in Law provisions are proposed to be kept uniform for all three combinations so as to provide similar dispensation.

In view of above, instead of the above Clauses stipulated in the Guidelines, the petitioner proposes the following Change in Law clause under Article 12 of the draft PPA which would be uniform for all three sources.

"ARTICLE 12: CHANGE IN LAW

11.1 Definition

11.1.1 "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 have direct effect on the Project cost.

11.2 Relief for Change in Law

11.2.1 In case Change in Law on account of 9.1.1 (a) above results in the HPD'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 HPD shall be appropriately increased or decreased with due approval of GERC.

11.2.2 In case of Change in Law on account of 9.1.1 (b) above, the HPD 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 up to the Scheduled Commercial Operation Date upon submission of proof of payment made by the HPD towards safeguard duty and/or anti-dumping duty and/or custom duty and or Goods and Services Tax to the concerned Authority and with due approval of GERC. The increase / decrease in tariff due to

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

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.

11.2.3 The HPD / GUVNL or the HPD, 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.

11.2.4 The revised tariff shall be effective from the date of such Change in Law as approved by GERC."

18.3 Force Majeure

The guidelines issued by Central Government for procurement of power from Wind, Solar and Wind-Solar Hybrid sources provide different Force Majeure provisions as detailed below.

Clause 7.5 of Wind Guidelines – Force Majeure

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

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

Clause 8.6 of Wind Solar Hybrid Guidelines – Force Majeure

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

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

Clause 5.4 of the Solar Guidelines – Force Majeure

Clause 5.4 of the Guidelines issued by Central Government vide notification dated 03.08.2017 read with amendment dated 22.10.2019 provides detailed provisions regarding Force Majeure including definition of Force Majeure, Categorization of Force Majeure events into natural and non-natural Force Majeure events, Force Majeure exclusions, Notification of Force Majeure event, Performance & Liability related clauses and termination due to Force Majeure. The Hon'ble Commission vide order dated 13.01.2020 in Petition No. 1848 / 2019 has already approved deviations from the aforesaid provisions of Guidelines and therefore the clauses of Guidelines are not reproduced for the sake of brevity.

Instead of the above clauses of Force Majeure provided in the respective guidelines of procurement of power from Wind, Solar and Wind-Solar Hybrid sources issued by Central Government, Petitioner proposes the following clauses in relation to 'Force Majeure' to be kept uniform for all three combinations so as to provide similar dispensation.

Force Majeure clause proposed by Petitioner

"ARTICLE 11: FORCE MAJEURE

11.3 ***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;*

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

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.*

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

11.4 ***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."

The Petitioner hereby seeks approval of Hon'ble Commission for the deviation from the respective Force Majeure clauses provided in the Guidelines issued by Central Government and approve the clause proposed by Petitioner as detailed above. It is to mention that Hon'ble GERC vide order dated 15.03.2018 in Petition No. 1706 / 2018 has already approved the similar Force Majeure clauses in case of procurement of solar power.

18.4 **Delay in Commissioning on account of delay in LTA Operationalization:**

The guidelines issued by Central Government for procurement of power from Wind-Solar Hybrid sources provide following provisions in relation to *Delay in Commissioning on account of delay in LTA Operationalization.*

"17.4. Delay in Commissioning on account of delay in LTA Operationalization:

Long Term/ Medium Term/Short Term Access shall be required to be submitted by the Generator prior to commissioning of the Project. However, for sale of power to procurer from SCD, the hybrid power generator shall have LTA. The ISTS/ InSTS substation at the Delivery Point and the power evacuation and transmission infrastructure of the ISTS/ InSTS network, with which the generator applies for connectivity, should be scheduled for completion on or before the SCD of the concerned hybrid project so as to match the two timelines. Subject to adherence to this, subsequent to grant of connectivity, in case there is a delay in grant/operationalisation of LTA by the CTU/STU and/or there is a delay in readiness of the ISTS/ InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/ InSTS network until SCD of the Project, and it is established that:

i. The Generator has complied with the complete application formalities as per the Connectivity Procedure and the ISTS/ InSTS substation at the Delivery Point and the power evacuation and transmission infrastructure of the ISTS/ InSTS network, with which the Generator had applied for connectivity, was scheduled for completion on or before the SCD of the concerned hybrid project

Ii. The Generator has adhered to the applicable Procedure in this regard as notified by the CERC/ SERC/JERC/CTU/STU, and

iii. The delay in grant of connectivity/ LTA by the CTU/STU and/or delay in readiness of the ISTS/INSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

ISTS INSTS network, is a factor solely attributable to the STU/ CTU/ transmission licensee and is beyond the control of the Generator;

The above shall be treated as delays beyond the control of the Generator and such Projects shall be eligible for suitable time extension in their SCD".

In the tendering process proposed by GUVNL, the projects can be connected with STU sub-stations or CTU sub-stations. However, the delivery point is proposed at GETCO Periphery and all transmission charges & losses upto delivery point are to be borne by the project developers. Further, the changes in transmission charges & losses are not covered under 'Change in Law' provisions and the bidders are required to take into consideration the transmission charges & losses upto delivery point while placing bids.

As per the provisions stipulated in the guidelines issued by Central Government as mentioned above for procurement of power from Wind-Solar Hybrid sources, in case the developer chooses an under construction sub-station and if there is a delay in commissioning of the sub-station, the corresponding extension shall be given to the developer in timeline for commissioning of the project. These provisions are likely to result into uncertainties regarding commissioning timelines of various RE projects and disputes regarding time period extension particularly in case of projects connected with ISTS Grid on which the State Government agencies have no control.

It is pertinent to mention that in case of projects connected to STU grid, GETCO is required to publish a list of already commissioned sub-stations and sub-stations which are in advanced stages having spare capacity of RE integration and bidders may choose their sub-station from such list published by GETCO. Since, the connectivity is granted in existing sub-stations / sub-stations in advanced stages, the issues of delay & consequent extension do not arise in case of STU connectivity. However, in case of CTU connectivity, it is proposed in the tender that the bidders are required to choose their sub-station considering physical progress of sub-station to avoid the issues of delay & extension and the delay in commissioning of the sub-station will not be a ground for extension in the project timelines.

In view of above and in order to avoid the delay in commissioning of projects which adversely affects all the stakeholders including project developer, procurer and consumers, Petitioner hereby proposes exemption from the

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

above clause 17.4 of the Wind-Solar Hybrid Guidelines. Instead of the same, the following clause is proposed to be incorporated in the bid documents.

"The HPD shall apply due diligence while identifying the STU / CTU substations and applying for connectivity, with reference to bay availability and/or timelines of commissioning of planned GETCO / CTU infrastructure as well as physical progress of the sub-station works. GUVNL does not assume any responsibility in this above mentioned process of ascertaining availability at the GETCO / CTU substations and grant of connectivity. The delay in commissioning of the sub-station will not be a ground for extension in the project timelines."

The Petitioner hereby seeks approval of Hon'ble Commission for the deviation from the clause 17.4 of the guidelines issued by Central Government for procurement of power from Wind-Solar Hybrid projects and approve the clause proposed by Petitioner as detailed above.

19) The Petitioner has filed the present petition for approval of deviations from the guidelines issued by Central Government for procurement of respective RE Source i.e. Wind along with co-located ESS, Solaralong with co-located ESS and Wind-Solar Hybrid along with co-located ESS in accordance with the provisions of the respective guidelines and for approval of bidding documents.

20) It is humbly submitted that the Hon'ble Commission may accord approval to the Draft Bidding Documents along with the proposed deviationsin order to enable the Petitioner to initiate the process of inviting tenders from time to time for procurement of power from RE sources with mandatory installation of ESS.

21) **PRAYER:**

The Petitioner mostrespectfully prays that this Hon'ble Commission maybe pleased to:

a) To admit the presentPetition;

b) To approve thedeviations from the Solar Guidelines dated 03.08.2017, Wind Guidelines dated 08.12.2017 and the Wind-Solar Hybrid Guidelines dated 14.10.2020 issued by Central Government for procurement of power from Wind, Solar and Wind-Solar Hybrid including modifications,as proposed by Petitioner as per details stated at para 18of the present petition;

c) To approve the Draft Bidding Document (RFS and PPA) annexed with the Petition;

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

d) 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 concluded & opened only after final decision of Hon'ble Commission in the matter and in accordance with the directives of Hon'ble Commission;

e) To condone any inadvertent omissions / errors /shortcomings and permit the petitioner to make addition / change /modification /alter this filing and make further submissions as may be required at a future date;

f) To crave relief for filing any further submissions;

g) 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.

26/5/22

GUJARAT URJA VIKAS NIGAM LIMITED

PETITIONER

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

DATED: 26.05.2022

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.

26/5/22

GUJARAT URJA VIKAS NIGAM LIMITED

PETITIONER

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

DATED: 26.05.2022

PLACE: VADODARA

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION, GANDHINAGAR

Filing No:
Case No:

IN THE MATTER OF Miscellaneous Petition under Section 86 read with Section 63 of the Electricity Act 2003 for approval of deviations from the Guidelines issued by Central Government for procurement of power through Tariff Based Competitive Bidding Process from Grid Connected Renewable Energy sources i.e Wind, Solar and Wind-Solar Hybrid projects and for approval of bid documents for carrying out bidding process for procurement of power from Hybrid Power Projects having RE generation with co-located Energy Storage Systems.

Sr. No. 11338
Date : 26/5/2022

PETITIONER

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

AFFIDAVIT

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

1. I am 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 Petitioner maintained in normal course of business and believed by me to be true.

26/5/22
DEPONENT

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

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.

My Commission Expires on 04/07/2023

26/5/22
DEPONENT

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

DATED: 26.05.2022
PLACE: VADODARA

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

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

The Gazette of India

EXTRAORDINARY
PART I - Section 1
PUBLISHED BY AUTHORITY
Ministry of Power

New Delhi,
Dated the 8th December, 2017

RESOLUTION

No. 23/54/2017- R&R

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

1. BACKGROUND

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

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

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

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

1.5. One of the key objectives of the Electricity Act, 2003 is promotion of competition in the electricity sector. Section 63 of the Act provides for adoption of the tariff by the Appropriate Commission if the same has been determined through transparent process of bidding in accordance with the guidelines issued by the Central Government. The National Electricity Policy, 2005 also provides for competition in

the renewable energy sector to reduce the cost. The National Tariff Policy notified on 28 January 2016 also provides for encouraging procurement of renewable power through competitive bidding to reduce the tariff.

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

2. OBJECTIVES OF GUIDELINES

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

3. APPLICABILITY OF GUIDELINES

3.1. These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for long-term procurement of electricity through competitive bidding process, by the 'Procurer(s)', from grid-connected Wind Power Projects ('WPP') having, (a) individual size of 5 MW and above at one site with minimum bid capacity of 25 MW for intra-state projects; and (b) individual size of 50 MW and above at one site with minimum bid capacity of 50 MW for inter-state projects.

Explanation:

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

b) **Authorised Representative of the Procurer(s):** In cases, where the distribution licensee(s), authorize any agency to carry out the tendering / bidding process on its behalf then the agency will be responsible for fulfilling all the obligations imposed on the 'Procurer(s)' during the bidding phase, in accordance with these Guidelines.

c) **Intermediary Procurer**

(i) In some cases, an intermediary, between the distribution licensee(s) and the Wind Power Generator(s) (WPG) may be required either to aggregate the wind power to be purchased from different generators and sell it to the distribution licensee(s) or to enhance the credit profile. In such cases, the 'Intermediary Procurer' is essentially a trader, buying power from the WPG(s) and selling the same to one or more distribution licensees and shall carry out the bidding as per provisions of these Guidelines.

(ii) The Intermediary Procurer shall enter into a Power Purchase Agreement (PPA) with the WPG(s) and also enter into a Power Sale Agreement (PSA) with the

distribution licensee(s). The PSA shall contain the relevant provisions of the PPA on a back to back basis. The Intermediary Procurer may charge trading margin as notified by the Appropriate Commission or in the absence of such notification as mutually agreed with distribution licensee(s).

(iii) As long as the Intermediary Procurer has followed these Guidelines for procurement of wind power, the distribution licensee(s) shall be deemed to have followed these Guidelines for procurement of wind power.

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

4. APPROPRIATE COMMISSION

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

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

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

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

5. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

The Procurer shall meet the following conditions:

5.1. 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 PPA and Model PSA], 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 22 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.

5.2. Site-related project preparatory activities including clearances:

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

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 WPG or its Affiliate for a period not less than the complete term of PPA. In case the land is in the name of Affiliate[1], the land should be transferred in the name of WPG prior to Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Procurer, in case of default of the WPG.

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

[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.

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

d) A letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU), as applicable, confirming technical feasibility of connectivity of the plant to STU/ CTU substation.

e) Any other clearances (if any), as may be legally required.

6. BID STRUCTURE

6.1. Bid Size: The bids shall be designed in terms of total wind power capacity to be procured in MW. For intra-state projects a bidder shall be allowed to bid for a minimum 25 MW wind power projects with at least 5 MW project at one site and for inter-state projects a bidder shall be allowed to bid for a minimum 50 MW wind power project at one site. The Procurer may also choose to specify the maximum capacity that can be allotted to a single bidder including its Affiliates. The maximum capacity for single bidder or company or group of companies may be fixed by the Procurer keeping in mind factors such as economies of scale, land availability, expected competition and need for development of the market.

6.2. Bidding Parameters: For procurement of wind power, the tariff quoted by the bidder shall be the bidding parameter. The Procurer may specify a benchmark tariff and in that case bidder has to quote tariff not more than the benchmark tariff. The Procurer may select either of the following kinds of tariff based bidding: (a) fixed tariff in Rs./kWh for 25 years or more or (b) escalating tariff in Rs./kWh with pre-defined quantum of annual escalations fixed in Rs./kWh and number of years from which such fixed escalation will be provided. The Procurer may also opt for e-reverse auction for final selection of bidders, in such a case, this will be specifically mentioned in the notice inviting bids and bid document. The Procurer may disclose in the RfS, the prevailing incentives available to the WPGs.

7. POWER PURCHASE AGREEMENT

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

7.1. PPA Period: As the PPA period influences the tariff by determining the period over which the investment is returned to the investor, longer PPA is favoured for lower tariffs. The PPA period should thus be not less than 25 years from the date of the SCD or from the date of full commissioning of the projects, whichever is earlier. The

PPA may be further extended on such term and conditions as mutually agreed between the parties signing the PPA and approved by Appropriate Commission, provided the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permits operation of the Wind Power Project beyond the initial PPA period of 25 years.

7.2. Capacity Utilisation Factor (CUF):

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

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

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

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

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

7.4.1. **Scenario 1: Direct procurement by Distribution licensee from WPG:** The Distribution licensee shall provide payment security to the WPG through:

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 WPG, both in terms of payment of energy charges and termination compensation, if any.

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

a) **Payment Security by Intermediary Procurer to the WPG:** The Intermediary Procurer shall provide payment security to the WPG 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 Distribution licensee to Intermediary Procurer:** The Distribution licensee 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 WPG, to the extent the payments to the WPG in terms of the PPA are due.

iii. In addition to i) &ii) above, the Distribution licensee may also choose to

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

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.

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

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

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

7.6.1. **Generation Compensation in offtake constraints due to Grid Unavailability**:

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

Duration of Grid unavailability	**Provision for Generation Compensation**
Grid unavailability in a contract year as beyond 50 hours in a Contract	***Generation Loss = [(Average Generation per hour during the contract year) x (number of hours of grid unavailability during the***

Year as defined in the PPA:	***contract year)]*** *Where, Average Generation per hour during the contract year (kWh) =Total generation in the contract year (kWh) ÷ 8766 hours less total hours of grid unavailability in a Contract year*

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

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

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

Duration of Backdown	**Provision for Generation Compensation**
Hours of Backdown during a monthly billing cycle.	***Generation Compensation =*** ***50% x (Average Generation during the month corresponding to the capacity backed down) x PPA Tariff*** *Where, Average Generation during the month corresponding to the capacity backed down (kWh) =* *(CUF during the month) x Σ (Backed down capacity in MW x corresponding time of backdown in hours x 1000)*

The Generation Compensation as calculated above will be limited to the extent of shortfall in annual generation corresponding to the maximum CUF

permitted as per clause 7.2.1 and the same will be settled on annual basis. No trading margin shall be applicable on this Generation Compensation.

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

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

7.7.1. Generator Event of Default and the consequences thereof:

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

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

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

7.7.2. 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 WPG, 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 WPG, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the WPG may terminate the PPA and at its discretion require the defaulting Procurer to either (i) takeover the project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity as detailed in the PPA or, (ii) pay to the WPG, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the project assets being retained by the WPG.

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.

7.8. Change in Law

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

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

8. BIDDING PROCESS

8.1. The Procurer shall call for the bids adopting a single stage two envelop bidding process to be conducted through Electronic mode (e-bidding). The procurer may also opt for e-reverse auction for final selection of bidders, in such a case, this will be

specifically mentioned in the notice inviting bids and bid document. E-procurement platforms with a successful track record and with adequate safety, security and confidentiality features will be used.

8.2. The Procurer shall invite the bidders to participate in the RfS for installation of WPP(s) in terms of these Guidelines.

8.3. The bidding documents including the RfS, draft PPA and draft PSA (if applicable) shall be prepared by the Procurer in consonance with these Guidelines and the SBDs.

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

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

9. RFS DOCUMENT

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

9.1. 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

9.2. Qualification requirements to be met by the bidders:

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

the technical criteria should generally be kept as the end date of the financial year that is previous to the financial year in which the bid is being floated.

9.2.2. **Financial Criteria:**

a) **Net-worth:**

(i) The Procurer shall specify financial criteria in the form of net-worth as a part of the qualification requirement. The net-worth requirement should be at least 20% of the Estimated Capital Cost for WPP for the year in which bids are invited.

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

(iii) It is clarified that the net-worth to be considered for this clause will be the total net-worth as calculated in accordance with the Companies Act, 2013.

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

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

9.4. **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.

10. BID SUBMISSION AND EVALUATION

10.1. 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.

10.2. 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.

10.3. The bidders may be required to submit non-refundable processing fee as specified in the RfS.

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

10.5. 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.

10.6. The Procurer may hold a pre bid meeting to take feedback and to clarify important aspects of the bidding process.

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

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

10.9. **Bid evaluation methodology:** the comparison of bids shall be on the basis of the bidding criteria as specified in the RfS, i.e. the fixed tariff in Rs./kWh for 25 years or more, as the case may be; or the first year tariff in Rs./kWh in case of escalating tariff in Rs./kWh with pre-defined quantum of annual escalations fixed in Rs./kWh and number of years from which such fixed escalation will be provided. Ranking of the bidders will start from the bidder quoting the 'lowest tariff (L1)'.

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

11. INDICATIVE TIME TABLE FOR BID PROCESS

11.1. In the bidding process, a minimum period of 30 (thirty) days shall be allowed between the issuance of RfS documents and the last date of bid submission. The

indicative timetable for the bidding process is as below:

Time Table for Bid Process

Event	Time from Zero date
Date of issue of RfS and draft PPA and PSA (if applicable)	Zero date
Bid clarification, conferences, revision of RfS, etc.	**
RfS bid submission	30 - 45 days
Evaluation of bids and issue of Letter of Award	75 days
Signing of PPA	105 days

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

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

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

12. CONTRACT AWARD AND CONCLUSION

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

12.2. 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.

12.3. 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.

12.4. 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.

13. BANK GUARANTEES

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

and the PPA:

13.1. **Earnest Money Deposit (EMD)** to be fixed by the Procurer [but not to be more than 2% (two percent) of the Estimated Capital Cost for wind power project for the financial year in which the bids are invited], to be submitted in the form of a bank guarantee along with response to RfS.

13.2. **Performance Bank Guarantee (PBG)** to be fixed by the Procurer [but not to be more than 5% (five percent) of the Estimated Capital Cost for wind power project for the financial year in which the bids are invited] to be submitted at the time of signing of the PPA. In addition to the other remedies, this PBG can be encashed to recover any damages/dues of the WPG in terms of the PPA. It is hereby clarified that the damages/dues recovered by the Intermediary Procurer by encashing the PBG, upon the default of the WPG under the PPA, shall be passed on by the Intermediary Procurer to the distribution licensee(s) in terms of the PSA.

14. FINANCIAL CLOSURE

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

14.2. Failing the aforesaid, the Procurer shall encash the PBG unless the delay is on account of *force majeure*. An extension for the attainment of the financial closure can however be considered by the Procurer, on the sole request of the WPG, on payment of a penalty as specified in the PPA. This extension will not have any impact on the SCD. Any penalty paid so, shall be returned to the WPG without any interest on achievement of successful commissioning within the SCD.

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

15.1. The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% at any time prior to 1 (one) year from the COD (as defined in Clause 17), except with the prior approval of the Procurer. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD , except with the prior approval of the Procurer. However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control[2] till 1 (one) year from the COD, except with the prior approval of the Procurer. In this case it shall also be

[2] 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.

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.

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

15.3. In the event the WPG is in default to the lender(s), lenders shall be entitled to undertake **'Substitution of Promoter'** in concurrence with the Procurers.

16. COMMISSIONING

16.1. Part Commissioning: Part commissioning of the Project shall be accepted by Procurer subject to the condition that the minimum capacity for acceptance of first part commissioning shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, in case of inter-state project, minimum capacity for acceptance of first part commissioning shall be at least 50 MW. A project of capacity 100 MW or less can be commissioned in maximum two parts. The projects with capacity more than 100 MW can be commissioned in parts of at least 50 MW each, with last part could be the balance capacity. However, the SCD will not get altered due to part-commissioning. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCD or from the date of full commissioning of the projects, whichever is earlier.

16.2. Early Commissioning: The WPG shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD subject to availability of transmission connectivity and Long-Term Access (LTA). In cases of early part commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Procurer may purchase the generation, at 75% (seventy-five per cent) of the PPA tariff.

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

17. COMMERCIAL OPERATION DATE (COD):

The Commercial Operation Date (COD) shall be considered as the actual date of

commissioning of the project as declared by the Commissioning Committee constituted by SNA. In case of part commissioning COD will be declared only for that part of project capacity.

18. TRANSMISSION CONNECTIVITY

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

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

18.3. The Inter-connection/ Metering Point, is the point at which energy supplied to the Procurer shall be measured, shall be the bus bar of the STU / CTU substation at which the wind power is injected in the transmission system of STU/CTU. For interconnection with grid and metering, the WPGs shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations (as amended from time to time) issued by Appropriate Commission and CEA. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the WPG at his own cost. All expenses including transmission charges (if any) and losses in relation to the transmission beyond the Metering Point shall be borne by the Procurer(s) except as provided under clause 7.5.

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

18.5. The transmission connectivity to the WPG may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the project developer, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of Power.

19. TECHNICAL SPECIFICATIONS

Procurers shall promote commercially established and operational technologies to minimize the technology risk and to achieve the timely commissioning of the Projects. In order to ensure quality of wind turbines installed, only type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) brought out by MNRE from

time to time, will be allowed for deployment in the country. The wind projects will be developed as per Guidelines issued by MNRE on Development of Onshore Wind Power Projects.

20. ROLE OF STATE NODAL AGENCIES

The State Nodal Agency appointed by respective State Government will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:

- Coordination among various State and Central agencies for speedy implementation of projects.
- Support during commissioning of projects and constitute Commissioning Committee to verify commissioning of the projects and issue commissioning certificates.

21. PERFORMANCE MONITORING

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

22. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

In case there is any deviation from these Guidelines and/or the SBDs, the same shall be subject to approval by the Appropriate Commission. The Appropriate Commission shall approve or require modification to the bid documents within a reasonable time not exceeding 60 (sixty) days.

23. 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.

24. CLARIFICATION AND MODIFICATION TO GUIDELINES

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

(Shalini Prasad)
Additional Secretary to the Govt. of India

रजिस्ट्री सं० डी०ए० ल०-33004/99 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. 212] नई दिल्ली, सोमवार, जुलाई 22, 2019/आषाढ़ 31, 1941
No. 212] NEW DELHI, MONDAY, JULY 22, 2019/ASHADHA 31, 1941

विद्युत मंत्रालय

संकल्प

नई दिल्ली, 16 जुलाई, 2019

ग्रिड संबद्ध पवन विद्युत परियोजनाओं से विद्युत की खरीद के लिए प्रशुल्क आधारित प्रतिस्पर्धी बोली प्रक्रिया के लिए दिशानिर्देशों में संशोधन

सं. 23/54/2017-आर एंड आर.—

1.0 ग्रिड संबद्ध पवन विद्युत परियोजनाओं से विद्युत की खरीद के लिए प्रशुल्क आधारित प्रतिस्पर्धी बोली प्रक्रिया के लिए दिशानिर्देश दिनांक 08 दिसम्बर, 2017 को भारत के राजपत्र (असाधारण) (भाग-I, खंड-1) में प्रकाशित संकल्प सं. 23/54/2017-आर एंड आर के तहत अधिसूचित किए गए हैं।

2.0 दिनांक 08 दिसम्बर, 2017 के उक्त दिशानिर्देश में एतद्वारा निम्नलिखित संशोधन किए जाते हैं:-

2.1 **'पैरा 5.2- अनापत्तियों सहित स्थल संबंधी परियोजना के आरंभिक कार्यकलाप'** के तहत बिन्दु सं. 5.2 (क) का पैरा:

(क) भूमि अधिग्रहण : बोली जमा कराए जाने के समय 100 प्रतिशत (शत प्रतिशत) भूमि की पहचान और पीपीए के कार्यान्वयन के 7 (सात) महीने के भीतर, डब्ल्यूपीजी अथवा इसके सहबद्ध के नाम से वांछित भूमि के 100 प्रतिशत (शत प्रतिशत) अधिग्रहण/उपयोग का अधिकार स्थापित करने संबंधी दस्तावेज/लीज समझौते को प्रस्तुत करना। यदि भूमि सहबद्ध व्यक्ति के नाम है तो भूमि को निर्धारित कमीशनिंग की तिथि (एसमीडी) से पहले डब्ल्यूपीजी के नाम हस्तांरित करना होगा। जहां कहीं भी निजी भूमि को पट्टे पर लेना शामिल है तो पट्टे (लीज) द्वारा डब्ल्यूपीजी के विफल रहने की स्थिति में ऋणदाताओं अथवा खरीदार को भूमि हस्तांरित करने की अनुमति देनी होगी।

इस प्रकार पढ़ा जाए:

(क) भूमि अधिग्रहण : बोली जमा कराए जाने के समय 100 प्रतिशत (शत प्रतिशत) भूमि की पहचान और निर्धारित कमीशनिंग की तिथि (एसमीडी) को अथवा उसके पहले डब्ल्यूपीजी के नाम से वांछित भूमि के 100 प्रतिशत (शत प्रतिशत) अधिग्रहण/उपयोग का अधिकार स्थापित करने संबंधी दस्तावेज/लीज समझौते को प्रस्तुत करना। जहां कहीं

भी निजी भूमि को पट्टे पर लेना शामिल है तो पट्टे (लीज) द्वारा डब्ल्यूपीजी के विफल रहने की स्थिति में ऋणदाताओं अथवा खरीदार को भूमि हस्तांरित करने की अनुमति देनी होगी।

2.2 **'पैरा- 7.2 क्षमता उपयोग कारक (सीयूएफ)'** के तहत बिन्दु सं. 7.2.1 और 7.2.2 का पैराः

7.2.1 डब्ल्यूपीजी पीपीए पर हस्ताक्षर करते समय अपनी परियोजना के वार्षिक सीयूएफ की घोषणा करेंगे और उसे सीओडी के प्रथम वर्ष के भीतर एक बार संशोधित करने की अनुमति होगी। सीयूएफ का परिकलन वार्षिक आधार पर वर्ष के पहली अप्रैल से अगले वर्ष के 31 मार्च तक होगा। घोषित वार्षिक सीयूएफ किसी भी परिस्थिति में 22 प्रतिशत से कम नहीं होगा। घोषित सीयूएफ मूल्य से पवन विद्युत के उत्पादन में परिवर्तन की दी गई अनुमति का आरएफएस में उल्लेख किया जाएगा। तथापि न्यूनतम सीमा पवन विद्युत के निष्क्रमण के लिए ग्रिड के उपलब्ध न होने की सीमा तक शिथिलनीय होगी जो कि डब्ल्यूपीजी के नियंत्रण के बाहर है। परियोजना के प्रचालन के पहले वर्ष के लिए वार्षिक सीयूएफ का परिकलन परियोजना के सीओडी के बाद संपूर्ण वर्ष के लिए किया जाएगा। बाद में वार्षिक सीयूएफ का परिकलन प्रत्येक वर्ष पहले अप्रैल से अगले वर्ष के 31 मार्च तक किया जाएगा।

7.2.2 यदि परियोजना से न्यूनतम सीयूएफ की तुलना में कम ऊर्जा का उत्पादन होता है, तो डब्ल्यूपीजी खरीदार को ऊर्जा की उपलब्धता में कमी के लिए अर्थदंड का भुगतान करने का भागी होगा। तथापि यह निष्क्रमण हेतु ग्रिड की अनुपलब्धता की सीमा तक शिथिलनीय है जो कि डब्ल्यूपीजी के नियंत्रण के बाहर की स्थिति है। ऐसे अर्थ दंड की राशि पीपीए की शर्तों के अनुसार होंगी जो यह सुनिश्चित करेगी कि खरीदार पीपीए प्रशुल्क पर परिकलित ऊर्जा की दृष्टि से कमी की इस लागत के न्यूनतम 75 (पचहत्तर) प्रतिशत के अध्यधीन पीपीए के अंतर्गत कम उत्पादन और विद्युत की आपूर्ति से जुड़ी सभी संभावित लागतों को पूरा कर सके। अर्थदंड का निर्धारण कमी की मात्रा पर किया जा सकता है। उच्चतर कमी में उच्चतर अर्थदंड और इसके विलोमतः आरोपित किए जा सकते हैं।

इस प्रकार पढ़ा जाए:

7.2.1 डब्ल्यूपीजी पीपीए पर हस्ताक्षर करते समय अपनी परियोजना के वार्षिक सीयूएफ की घोषणा करेंगे और उसे सीओडी के प्रथम तीन वर्ष के भीतर एक बार संशोधित करने की अनुमति होगी। सीयूएफ का परिकलन वार्षिक आधार पर वर्ष के पहली अप्रैल से अगले वर्ष के 31 मार्च तक होगा। घोषित वार्षिक सीयूएफ किसी भी परिस्थिति में 22 प्रतिशत से कम नहीं होगा। घोषित सीयूएफ मूल्य से पवन विद्युत के उत्पादन में परिवर्तन की दी गई अनुमति का आरएफएस में उल्लेख किया जाएगा। तथापि न्यूनतम सीमा पवन विद्युत के निष्क्रमण के लिए ग्रिड के उपलब्ध न होने की सीमा तक शिथिलनीय होगी जो कि डब्ल्यूपीजी के नियंत्रण के बाहर है। परियोजना के प्रचालन के पहले वर्ष के लिए वार्षिक सीयूएफ का परिकलन परियोजना के सीओडी के बाद संपूर्ण वर्ष के लिए किया जाएगा। बाद में वार्षिक सीयूएफ का परिकलन प्रत्येक वर्ष पहले अप्रैल से अगले वर्ष के 31 मार्च तक किया जाएगा।

7.2.2 यदि परियोजना से न्यूनतम सीयूएफ की तुलना में कम ऊर्जा का उत्पादन होता है, तो डब्ल्यूपीजी खरीदार को ऊर्जा की उपलब्धता में कमी के लिए अर्थदंड का भुगतान करने का भागी होगा। तथापि यह निष्क्रमण हेतु ग्रिड की अनुपलब्धता की सीमा तक शिथिलनीय है जो कि डब्ल्यूपीजी के नियंत्रण के बाहर की स्थिति है। इस अर्थदंड की राशि की गणना पीपीए की शर्तों के अनुसार ऊर्जा की दृष्टि से कमी के लिए पीपीए प्रशुल्क के 50 प्रतिशत (पचास प्रतिशत) की दर से की जाएगी। डब्ल्यूपीजी से वसूला गया अर्थदंड मध्यवर्ती खरीदार द्वारा वास्तविक खरीदार को मध्यवर्ती खरीदार के नुकसान की कटौती करके, जैसा भी मामला हो, हस्तांतरित किया जाएगा।

2.3 बिन्दु सं. 16 पर पैराः

16. चालू करना (कमीशनिंग)

16.1 **आंशिक रूप से चालू करनाः** परियोजना की पार्ट कमीशनिंग खरीदार द्वारा इस शर्त पर कि पहले आंशिक रूप से चालू करने की स्वीकृति के लिए न्यूनतम क्षमता परियोजना क्षमता की 50 प्रतिशत या 50 मेगावाट, जो भी कम हो, पीपीए के उस पार्ट पर जो चालू नहीं हुआ, पर जुर्माना लगाए जाने के पूर्वाग्रह के बिना के अनुसार स्वीकार करेगा। हालांकि, अंतर-राज्यीय परियोजना के मामले में, पहले आंशिक रूप से चालू करने की स्वीकृति के लिए न्यूनतम क्षमता कम से कम 50 मेगावाट होगी। 100 मेगावाट या उससे कम क्षमता वाली एक परियोजना को अधिकतम दो भागों में चालू किया जा सकता है। 100 मेगावाट क्षमता से अधिक की परियोजना को कम से कम 50 मेगावाट प्रत्येक के भाग में चालू किया जा सकता है, अंतिम भाग बाकी क्षमता हो सकती है। हालांकि, आंशिक रूप से चालू करने के कारण एससीडी में बदलाव नहीं आएगा। आंशिक रूप से चालू करने की तारीखों के बावजूद, पीपीए एससीडी से 25 वर्षों की अवधि के लिए या परियोजनाओं को पूर्णतः चालू करने की तारीख से, जो भी पहले हो, लागू रहेगा।

16.2 **समय पूर्व चालू होना:** एसमीडी से पहले परियोजना को चालू करने के साथ-साथ ट्रांसमिशन कनेक्टिविटी और लंबी अवधि की एक्सेस (एलटीए) की उपलब्धता के लिए डब्ल्यूपीजी की अनुमति दी जाएगी। समय से पूर्व चालू होने के मामले में, पूर्ण चालू होने की उपलब्धि तक या एसमीडी, जो भी पहले हो, खरीदार पीपीए टैरिफ के 75 प्रतिशत (पचहत्तर प्रतिशत) पर उत्पादन की खरीद कर सकता है।

16.3 **चालू होने की समय सारिणी:** परियोजनाएं पीपीए के निष्पादन की तारीख से 18 (अठारह) महीनों के भीतर चालू हो जाएगी। हालांकि, अगर कुछ कारणों से, इन दिशानिर्देशों में निर्धारित अवधि में चालू करने के लिए अधिक समय लगता है तो प्राप्तकर्ता अपने स्तर पर ऐसा कर सकता है। चालू करने में देरी होने पर, एससीडी से अधिक जैसा कि पीपीए में बताया गया है कि डब्ल्यूपीजी पर जुर्माना लगाया जाएगा।

इस प्रकार पढ़ा जाए:

16. चालू करना (कमीशनिंग)

16.1 **आंशिक रूप से चालू करना:** परियोजना की पार्ट कमीशनिंग खरीदार द्वारा इस शर्त पर कि पहले आंशिक रूप से चालू करने की स्वीकृति के लिए न्यूनतम क्षमता परियोजना क्षमता की 50 प्रतिशत या 50 मेगावाट, जो भी कम हो, पीपीए के उस पार्ट पर जो चालू नहीं हुआ, पर जुर्माना लगाए जाने के पूर्वाग्रह के बिना के अनुसार स्वीकार करेगा। हालांकि, अंतर-राज्यीय परियोजना के मामले में, पहले आंशिक रूप से चालू करने की स्वीकृति के लिए न्यूनतम क्षमता कम से कम 50 मेगावाट होगी। 100 मेगावाट या उससे कम क्षमता वाली एक परियोजना को अधिकतम दो भागों में चालू किया जा सकता है। 100 मेगावाट क्षमता से अधिक की परियोजना को कम से कम 50 मेगावाट प्रत्येक के भाग में चालू किया जा सकता है, अंतिम भाग बाकी क्षमता हो सकती है। हालांकि, आंशिक रूप से चालू करने के कारण एसमीडी में बदलाव नहीं आएगा। परियोजना के आंशिक भाग को चालू करने के मामले में, चालू की जा रही आंशिक क्षमता के अनुरूप भूमि, उस आंशिक क्षमता के चालू होने की घोषणा से पहले डब्ल्यूपीजी द्वारा प्रदर्शित करनी अपेक्षित होगी। आंशिक रूप से चालू करने की तारीखों के बावजूद, पीपीए एसमीडी से 25 वर्षों की अवधि के लिए या परियोजनाओं को पूर्णतः चालू करने की तारीख से, जो भी पहले हो, लागू रहेगा।

16.2 **समय पूर्व चालू होना:** एसमीडी से पहले परियोजना को चालू करने के साथ-साथ ट्रांसमिशन कनेक्टिविटी और लंबी अवधि की एक्सेस (एलटीए) की उपलब्धता के लिए डब्ल्यूपीजी को अनुमति दी जाएगी। समय से पूर्व आंशिक चालू होने के मामले में, खरीदार पीपीए टैरिफ पर उत्पादन की खरीद कर सकता है।

16.3 **चालू होने की समय सारिणी:** परियोजनाएं निर्धारित कमीशनिंग की तिथि (एससीडी) तक चालू की जाएगी, जो पीपीए या पीएसए में जो भी कम हो, के निष्पादन की तारीख से 18 (अठारह) महीनों कीतारीख तक चालू हो जाएगी। हालांकि, अगर कुछ कारणों से, इन दिशानिर्देशों में निर्धारित अवधि में चालू करने के लिए अधिक समय लगता है तो खरीदार अपने स्तर पर ऐसा कर सकता है। चालू करने में एसमीडी से अधिक विलंब होने पर, जैसा कि पीपीए में बताया गया है, डब्ल्यूपीजी पर जुर्माना लगाया जाएगा।

उल्लेखनीय है कि परियोजना को चालू करने/आंशिक रूप से चालू करने की घोषणा तब तक नहीं की जाएगी, जब तक कि डब्ल्यूपीजी खरीदार/मध्यवर्ती खरीदार द्वारा तय अन्य शर्तों के अलावा उक्त खंड 5.2 (क) के अनुसार भूमि का कब्जा प्रदर्शित न कर दें। आंशिक रूप से चालू करने के लिए भूमि का वह भाग जिस पर परियोजना का आंशिक भाग चालू किया गया हो, खंड 5.2(क) के अनुसार डब्ल्यूपीजी के पास होना चाहिए।

घनश्याम प्रसाद, मुख्य अभियंता (आरएंडआर)

MINISTRY OF POWER

RESOLUTION

New Delhi, the 16th July, 2019

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

No. 23/54/2017-R&R.—

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

2.0 The following amendments are hereby made in the said guidelines of 8th December, 2017 namely:-

2.1 The Para at point No. 5.2. (a) under '**5.2. Site-related project preparatory activities including clearances**':

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 WPG or its Affiliate for a period not less than the complete term of PPA. In case the land is in the name of Affiliate, the land should be transferred in the name of WPG prior to Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Procurer, in case of default of the WPG.

May be read as under:

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

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

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

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

May be read as under:

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

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

2.3 The Para at point No. 16.:

16. **COMMISSIONING**

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

commissioning. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCD or from the date of full commissioning of the projects, whichever is earlier.

16.2. **Early Commissioning:** The WPG shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD subject to availability of transmission connectivity and Long-Term Access (LTA). In cases of early part commissioning, till the achievement of full commissioning or SCD, whichever is earlier, the Procurer may purchase the generation, at 75% (seventy-five per cent) of the PPA tariff.

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

May be read as under:

16. **COMMISSIONING**

16.1. **Part commissioning:**Part commissioning of the Project shall be accepted by Procurer subject to the condition that the minimum capacity for acceptance of first part commissioning shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, in case of inter-state project, minimum capacity for acceptance of first part commissioning shall be at least 50 MW. A project of capacity 100 MW or less can be commissioned in maximum two parts. The projects with capacity more than 100 MW can be commissioned in parts of at least 50 MW each, with last part could be the balance capacity. However, the SCD will not get altered due to part-commissioning. In case of part-commissioning of the Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPG prior to declaration of commissioning of the said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCD or from the date of full commissioning of the projects, whichever is earlier.

16.2. **Early Commissioning:**The WPG shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD subject to availability of transmission connectivity and Long-Term Access (LTA). In cases of early part commissioning, the Procurer may purchase the generation, at the PPA tariff.

16.3. **Commissioning Schedule:**The Projects shall be commissioned by the Scheduled Commissioning Date (SCD), which will the date as on 18 (eighteen) months from the date of execution of the PPA or PSA, whichever is later. However, if for some reasons, the scheduled commissioning period needs to be kept higher than that provided in these Guidelines, the Procurer can do the same at his end. Delay in commissioning, beyond the SCD shall involve penalties on the WPG, as detailed out in PPA.

It may be noted that commissioning/ part commissioning of the Project will not be declared until the WPG demonstrates possession of land in line with Clause 5.2.(a) above, in addition to the other conditions as established by the Procurer/Intermediary Procurer. For part commissioning portion of land on which the part of the project is commissioned should be with WPG in accordance with clause 5.2(a).

GHANSHYAM PRASAD, Chief Engineer (R&R)

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

ALOK KUMAR Digitally signed by ALOK KUMAR Date: 2019.07.23 19:27:24 +05'30'

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 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।

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

[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 आरएफएम 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 होती, 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 बिलों 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 बिलों 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 मोज्यूर) 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 संयंत्र 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 एसपीडी 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 (बिचौलिया 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 वचनबद्ध 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) लिक्विडिटीः

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 विंदु 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 पद्धतिः

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

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 पीवीजी के नकदीकरण के जरिए क्षतिपूर्ति/देयताएं 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 पीवीजी 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 आवंटन 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 ट्रांसमिशन प्रणाली 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 हवीलिंग चार्जेज और नुकसान समेत तमाम खर्च सौर ऊर्जा उत्पादक उठाएगा और खरीदार इसके लिए किसी तरह का प्रतिपूर्ति नहीं करेगा. हवीलिंग चार्जेज और नुकसान समेत मीटरिंग प्वाइंट से आगे के ट्रांसमिशन और वितरण 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 बाध्य होंगे.

शालिनी प्रसाद, अपर सचिव

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.	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	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 वीआईएस 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

वीआईएस 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 वीएम 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/वीआईएस 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 बने 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^{0}C)
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.

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

ALOK KUMAR Digitally signed by ALOK KUMAR
Date: 2017.08.09 15:47:15 +05'30'

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
Telefax: 011-24362488

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
9. DS (RG), MNRE
10. Dir (NIC), MNRE for uploading on MNRE website

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. 211] नई दिल्ली, शुक्रवार, जून 15, 2018/ज्येष्ठ 25, 1940
No. 211] NEW DELHI, FRIDAY, JUNE 15, 2018/JYAISTHA 25, 1940

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 अधिग्रहणः

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 नहीं 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 तद्नुसार 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)

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

ALOK KUMAR
Digitally signed by ALOK KUMAR
Date: 2018.06.19 18:10:44 +05'30'

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. 08] नई दिल्ली, सोमवार, जनवरी 7, 2019/पौष 17, 1940
No. 08] NEW DELHI, MONDAY, JANUARY 7, 2019/PAUSHA 17, 1940

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 आरएफक्यूस 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 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 में निर्दिष्ट जुर्माने का भुगतान कर दे। इस विस्तार का एसमीडी पर कोई असर नहीं पड़ेगा। जो भी जुर्माना दिया गया होगा वह एसमीडी 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 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 एसमीडी पर कोई असर नहीं पड़ेगा और जो भी जुर्माना दिया गया होगा वह एसमीडी 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 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 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

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

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. 193] नई दिल्ली, बृहस्पतिवार, जुलाई 11, 2019/आषाढ़ 20, 1941
No. 193] NEW DELHI, THURSDAY, JULY 11, 2019/ASHADHA 20, 1941

विद्युत मंत्रालय

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 पीवीजी 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 पीवीजी 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 पीवीजी 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 पीवीजी 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."

---

[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)

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

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. 334] नई दिल्ली, बुधवार, अक्तूबर 23, 2019/कार्तिक 1, 1941
No. 334] NEW DELHI, WEDNESDAY, OCTOBER 23, 2019/KARTIKA 1, 1941

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 खरीदारी 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 (एसमीडी) 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 (एसमीडी) 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 मेज्योर)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। स्पष्टीकरण:- 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 हड़ताल;

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 पुर्ण 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 परिणामस्वरूप 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 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 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 पैरा:

"5.6.1. उत्पादक केडिफॉल्ट 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।"

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 हैः (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 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।

(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,

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

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.

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

MANOJ KUMAR VERMA

रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-25092020-222002
CG-DL-E-25092020-222002

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

सं. 261] नई दिल्ली, शुक्रवार, सितम्बर 25, 2020/आश्विन 3, 1942
No. 261] NEW DELHI, FRIDAY, SEPTEMBER 25, 2020/ASVINA 3, 1942

नवीन और नवीकरणीय ऊर्जा मंत्रालय

संकल्प

नई दिल्ली, 25 सितम्बर, 2020

ग्रिड संबद्ध सौर पीवी विद्युत परियोजनाओं से विद्युत की खरीद के लिए टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के लिए दिशानिर्देशों में संशोधन

सं. 283/57/2018-ग्रिड सौर.—

1.0 ग्रिड संबद्ध सौर पीवी विद्युत परियोजनाओं से विद्युत की खरीद के लिए टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के लिए दिशानिर्देशों को भारत के राजपत्र (असाधारण) (भाग I – खण्ड 1) में प्रकाशित, दिनांक 3 अगस्त, 2017 के संकल्प सं. 23/27/2017-आरएंडआर द्वारा विद्युत अधिनियम, 2003 की धारा 63 के प्रावधानों के तहत अधिसूचित किया गया है और भारत के राजपत्र (असाधारण) (भाग I – खण्ड 1) में प्रकाशित दिनांक 14 जून, 2018 के संकल्प सं. 23/27/2017-आरएंडआर, दिनांक 3 जनवरी, 2019 के संकल्प सं. 23/27/2017-आरएंडआर, दिनांक 9 जुलाई, 2019 के संकल्प सं. 23/27/2017-आरएंडआर और दिनांक 22 अक्तूबर, 2019 के संकल्प सं. 283/57/2018-ग्रिड सौर के माध्यम से संशोधित किया गया है।

2.0 दिनांक 3 अगस्त, 2017 के उक्त दिशानिर्देश, जिन्हें 14 जून 2018, 3 जनवरी 2019, 9 जुलाई 2019 और 22 अक्तूबर 2019 को संशोधित किया गया था, में एतद्द्वारा निम्नलिखित संशोधन किये जाते हैं:-

2.1 बिंदु सं. 13 पर 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 3 (तीन) 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 3 (तीन) साल पहले किसी भी वक्त 51 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 खरीदार 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।

को निम्नानुसार पढ़ा जाए:

"13 न्यूनतम चुकता शेयरपूंजी का प्रमोटर द्वारा रखा जाना :

13.1 सफल बोलीदाता अगर एकल कंपनी हो तो उसे यह सुनिश्चित 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 वर्ष पहले खरीदा गया है 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। सफल बोलीदाता को यह सुनिश्चित करना होगा कि उसके प्रमोटर सीओडी से 1 (एक) 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 प्रमोटरों 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 खरीदारों की सहमति से '**प्रमोटर बदल सकें**'।"

[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।

2.2 **बिंदु सं. 7.3 पर स्थित पैरा:**

"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।"

को निम्नानुसार पढ़ा जाए:

"7.3 जमा की जाने वाली अग्रिम राशि (ईएमडी) :

बोलीदाता द्वारा बैंक गारंटी/भुगतान के लिए वचन पत्र/भुगतान आदेश दस्तावेज 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।"

2.3 **बिंदु सं. 11 पर पैरा:**

"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, '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।"

को निम्नानुसार पढ़ा जाए:

"11. गारंटी

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

11.1 **जमा की गई अग्रिम धनराशि (ईएमडी)** का निर्धारण खरीदार द्वारा किया जाएगा (जो बोली आमंत्रण वाले वित्त वर्ष के लिए केन्द्रीय विद्युत विनियामक आयोग द्वारा निर्धारित सोलर फोटो वोल्टैक

बिजली परियोजना की लागत या अनुमानित परियोजना लागत के 2 (दो) प्रतिशत से ज्यादा नहीं होगा]। आरएफएस के उत्तर के साथ निम्नलिखित रूप से प्रस्तुत किया जाएगा:

(क) बैंक गारंटी(यां);

या

(ख) सौर विद्युत उत्पादक द्वारा चूक की स्थिति में "आदेश पर भुगतान दस्तावेज"/वचन पत्र, जो निविदा शर्तों के संदर्भ में, भारतीय अक्षय ऊर्जा विकास ऐजेंसी (इरेडा) / पावर फाइनेंस कॉर्पोरेशन लिमिटेड (पीएफसी)/आरईसी लिमिटेड (आरईसी) से भुगतान के लिए होगा।

"आदेश पर भुगतान दस्तावेज" *से तात्पर्य निविदा शर्तों / विद्युत खरीद समझौते (पीपीए) के अनुसार संदर्भ में सौर विद्युत उत्पादक द्वारा चूक की स्थिति में भारतीय अक्षय ऊर्जा विकास एजेंसी लिमिटेड (इरेडा) या पावर फाइनेंस कॉर्पोरेशन लि. (पीएफसी) या आरईसी लि. (आरईसी) [नवीन और नवीकरणीय ऊर्जा मंत्रालय / विद्युत मंत्रालय के अंतर्गत तीन गैर-बैंकिंग वित्तीय संस्थाएं] से भुगतान के लिए वचन पत्र से है। ऐसे पत्र(त्रों) का प्रभाव किसी सार्वजनिक क्षेत्र के बैंक द्वारा जारी बैंक गारंटी के समान होगा। ऐसे "भुगतान के लिए आदेश दस्तावेज" में किसी सार्वजनिक क्षेत्र के बैंक द्वारा दी गई निबंधन और शर्तें होंगी और खरीदार की मांग पर नियत समय में भुगतान करने का वादा होगा। सौर विद्युत उत्पादक उपरोक्त तीनों गैर-बैंकिंग वित्तीय संस्थाओं (इरेडा, पीएफसी और आरईसी) को देय प्रतिभूति का प्रस्ताव करके ऐसे पत्र(त्रों) की मांग कर सकते हैं। खरीदार इरेडा, पीएफसी और आरईसी के अलावा किसी अन्य गैर-बैंकिंग वित्तीय संस्था से उपरोक्तानुसार या किसी अन्य रूप में 'वचन पत्र' स्वीकार नहीं करेंगे।*

11.2 निष्पादन बैंक गारंटी (पीबीजी) / निष्पादन गारंटी (पीजी)

11.2.1 निष्पादन गारंटी (पीजी) का निर्धारण खरीदार द्वारा 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% (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]; जिसे पीपीए पर हस्ताक्षर करते समय निम्नलिखित रूप में प्रस्तुत किया जाएगा।

(क) बैंक गारंटी(यां)

अथवा

(ख) सौर विद्युत उत्पादक द्वारा चूक की स्थिति में "आदेश पर भुगतान दस्तावेज"/वचन पत्र, जो निविदा शर्तों के संदर्भ में भारतीय अक्षय ऊर्जा विकास एजेंसी (इरेडा) / पावर फाइनेंस कॉर्पोरेशन लि. (पीएफसी)/आरईसी लिमिटेड (आरईसी) से भुगतान के लिए होगा।

11.2.2 इन दिशानिर्देशों में जहां कहीं भी निष्पादन बैंक गारंटी (पीबीजी) का उल्लेख है, वह बैंक गारंटी या दिशानिर्देशों के अनुसार उपलब्ध कराए गए तत्संबंधी विकल्पों के रूप में निष्पादन गारंटी (पीजी) मानी जाएंगी।

11.2.3 अन्य उपयों के अलावा, सोलर पावर जनरेटर को विद्युत खरीद समझौते में निर्दिष्ट प्रावधानों के संदर्भ में किसी तरह का नुकसान होने/देयताएं उत्पन्न होने पर इस 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 की नकदीकरण करके क्षतिपूर्ति/देयताएं वसूले जाने की स्थिति में क्षति/देयता 'ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित स्पर्धात्मक बोली प्रक्रिया के जरिए बिजली की खरीद के लिए दिशानिर्देशों' की धारा 5.3.2 क ii के उपबंधों के अधीन मध्यस्थ खरीदार द्वारा अनुरक्षित भुगतान

सुरक्षा निधि में जमा कर दी जाएगी। परियोजना के चालू हो जाने के 45 दिनों के भीतर उत्पादक को पीबीजी लौटा दी जाएगी। यदि आंशिक रूप से चालू की जाती है, तो चालू की गई आंशिक क्षमता के अनुरूप ऐसे आंशिक रूप से चालू किये जाने के 45 दिनों के भीतर पीबीजी जारी की जाएगी।

11.2.4 यदि सौर विद्युत उत्पादक, विद्युत खरीद समझौते (पीपीए) के सन्दर्भ में सौर विद्युत उत्पादक द्वारा चूक की स्थिति उत्पन्न होने पर बैंक गारंटी के स्थान पर भारतीय अक्षय ऊर्जा विकास एजेंसी लि. (इरेडा) या पावर फाइनेंस लि. (पीएफसी) या आरईसी लि. (आरईसी) से भुगतान के लिए "भुगतान आदेश दस्तावेज"/वचन पत्र प्रस्तुत करने में सक्षम है तो खरीदार सौर विद्युत उत्पादक द्वारा प्रस्तुत की गई निष्पादन बैंक गारंटी (पीबीजी) के रूप में बैंक गारंटी अवमुक्त कर सकता है। सौर विद्युत उत्पादक ऐसे पत्र(त्रों) की मांग उपरोक्त तीनों गैर-बैंकिंग संस्थाओं (इरेडा, पीएफसी और आरईसी) से उचित जमा राशि की पेशकश करके कर सकते हैं ताकि खरीदकर्ता(ओं) को पहले ही किये गए वादे के अनुसार उनकी बैंक गारंटियों के स्थान पर अन्य गारंटी दी जा सके।"

अमितेश कुमार सिन्हा, संयुक्त सचिव

MINISTRY OF NEW AND RENEWABLE ENERGY

RESOLUTION

New Delhi, the 25th September, 2020

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 dated 3rd August, 2017, published in the Gazette of India (Extraordinary) (Part I—Section 1), and have been amended *vide* resolution No. 23/27/2017-R&R dated 14th June, 2018, resolution No. 23/27/2017-R&R dated 3rd January, 2019, resolution No. 23/27/2017-R&R dated 9th July, 2019 and resolution No. 283/57/2018-GRID SOLAR dated 22nd October, 2019, published in the Gazette of India (Extraordinary) (Part I—Section 1).

2.0 The following amendments are hereby made in the said guidelines of 3rd August, 2017, amended on 14th June 2018, 3rd January, 2019, 9th July, 2019 and 22nd October, 2019, namely:-

2.1 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 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."

[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.

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 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. Further, the successful bidder shall ensure that its promoters shall not cede control[2] of the bidding company/ consortium 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."

[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.

2.2 **The Para at point No. 7.3:**

"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."

May be read as under:

"7.3 Quantum of the Earnest Money Deposit (EMD)

Quantum of the Earnest Money Deposit (EMD) in the form of a bank guarantee/ letter of undertaking to pay/ Payment of Order Instrument, 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."

2.3 **The Para at point No. 11:**

"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 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'."

May be read as under:

"11. GUARANTEES

The Solar Power Generator shall provide the following 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 per cent) of the estimated capital cost 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 along with response to RfS, in the form of:

(a) Bank Guarantee(s);

OR

(b) "Payment on Order instrument" / Letter of Undertaking, to pay in case situation of default of solar power generator in terms of tender condition arises, from Indian Renewable Energy Development Agency (IREDA)/ Power Finance Corporation Limited (PFC)/ REC Limited (REC).

"Payment on Order instrument" means *Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP)], to pay in case situation of default of solar power generator in terms of tender conditions/Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Procurer on demand within stipulated time. Solar power generators can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC). Procurer(s) shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except IREDA, PFC & REC.*

11.2 Performance Bank Guarantee (PBG)/ Performance Guarantee (PG)

11.2.1 Performance Guarantee (PG), 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 the form of:

(a) Bank Guarantee(s);

OR

(b) "Payment on Order instrument"/Letter of Undertaking to pay in case situation of default of solar power generator in terms of Power Purchase Agreement (PPA) arises, from Indian Renewable Energy Development Agency (IREDA)/Power Finance Corporation Limited (PFC) and REC Limited (REC);

11.2.2 Performance Bank Guarantee (PBG) wherever mentioned in these guidelines shall refer to Performance Guarantee (PG) in the form of Bank Guarantee or alternatives provided thereto as per these Guidelines.

11.2.3 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'. PBG shall be returned to the generator within 45 days of the commissioning of the project. In case of part commissioning, PBG, corresponding to the part capacity commissioned, should be released within 45 days of such part-commissioning.

11.2.4 Procurer(s) may release the Bank Guarantees submitted by a Solar Power Generator as 'Performance Bank Guarantee (PBG)' if the Solar Power Generator is able to replace the same with "Payment on Order instrument"/Letter(s) of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) to pay in case situation of default of Solar Power Generator in terms of Power Purchase Agreement (PPA) arises. Solar Power Generators can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions (IREDA, PFC & REC) for seeking replacement of their Bank Guarantees already pledged with the Procurer(s)."

AMITESH KUMAR SINHA, Jt. Secy.

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

F. No. 238/78/2017-Wind
Ministry of New and Renewable Energy
Government of India

Block No. 14, CGO Complex
Lodhi Raod, New Delhi – 110043
Dated: 14th October 2020

To,

Shri J N Swain
Managing Director
Solar Energy Corporation of India (SECI)
1st Floor, D-3, A Wing, Religare Building
District Centre, Saket, New Delhi – 110017

Subject: Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Wind Solar Hybrid Projects – Reg.

Sir,

The Government has issued Wind-Solar Hybrid Policy on 14.05.2018 which was with the objective to provide a framework for promotion of large grid connected wind-solar PV hybrid system for optimal and efficient utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability.

2. Subsequently, a scheme for setting-up of 2500 MW wind-solar hybrid power projects was sanctioned on 25.05.2018 for procurement of hybrid power at a tariff discovered through transparent process of bidding by Solar Energy Corporation of India (SECI). The wind solar hybrid projects of 1440 MW capacity have been awarded by SECI till date, under the above scheme.

3. As a step toward ensuring availability of renewable energy to DISCOMs at competitive rates, I am directed to issue the Guidelines for procurement of Wind- Solar Hybrid power through Tariff Based Competitive Bidding Process (annex). These Guidelines would be applicable for wind solar hybrid bids, till notification of unified Guidelines. The brief of these Guidelines is as under:

i. **The objective** is to provide a framework for procurement of electricity from ISTS Grid Connected Wind-Solar Hybrid Power Projects (hereafter termed as 'Hybrid Power Project') through a transparent process of bidding.

ii. **Capacity limits:** Individual minimum size of project allowed is 50 MW at one site and a single bidder cannot bid for less than 50 MW. Further, the rated power capacity of one resource (wind or solar) shall be at least 33% of the total contracted capacity.

iii. **The arrangement for implementation shall be as under:**

   a. SECI will be the nodal agency for implementation of these Guidelines.
   b. The selection of the Hybrid Power Projects will be through a transparent e-bidding process followed by e-reverse auction.
   c. The solar and wind projects may be located at same or different locations.
   d. Storage may be added to the Hybrid power project

e. The power procured from the project may be used for fulfilment of solar RPO and non-solar RPO in the proportion of rated capacity of solar and wind power in the plant respectively.
f. Unless explicitly specified in these Guidelines, the provisions of these Guidelines shall be binding on the Procurer and SECI.
g. The Intermediary Procurer, i.e. SECI, shall enter into a Power Purchase Agreement (PPA) with the Hybrid Power Generator(s) and also enter into a Power Sale Agreement (PSA) with the distribution licensee(s) / consumer(s). The PSA shall contain the relevant provisions of the PPA on a back to back basis. In case SECI is not able to enter into a PSA to sell power from projects awarded to distribution licensee(s) or bulk consumers within six months from issue of letter of award, those projects would be cancelled.
h. The duration of the PPA period should not be less than 25 years from the Scheduled Commissioning Date (SCD).
i. SECI may charge a trading margin of seven paise/kWh from the Buying entity / Procurer for purchase and sale of the hybrid power.
j. The bidders may avail fiscal and financial incentives available for such projects as per prevailing conditions and Rules, and the same may be disclosed by the SECI in the Request for Selection (RfS) document.

iv. **The Guidelines** for transparent bidding process, as required under Section 63 of the Electricity Act, 2003, are enclosed at annex.

v. **Role of SECI:** SECI will be the nodal agency for implementation. In accordance with these Guidelines, SECI will conduct e-bidding process, followed by e-reverse auction for eligible bidders and develop a suitable mechanism for monitoring the performance/ commissioning of the Projects.

vi. **Role of State Nodal Agencies (SNAs):** The State Nodal Agencies appointed by respective State Governments will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the projects within the scheduled timeline.

vii. **Power to remove Difficulties:** 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.

4. This issues with the approval of the Competent Authority.

Yours faithfully

(Dr. Rahul Rawat)
Scientist – C
Ph: 011-24363402
E-mail: rahul.mnre@gov.in

Copy for information to:

1. Secretary, Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi - 110001
2. Chairman, Central Electricity Authority (CEA), Sewa Bhawan, R K Puram, New Delhi - 110066
3. Chairman & Managing Director, PGCIL, Gurgaon
4. Principal Director of Audit, Scientific Audit – II, DGACR Building, IP Estate, New Delhi - 110002
5. All State / UT Energy/Power/New & Renewable Energy Secretaries
6. Secretary, CERC/SERCs
7. All State Nodal Agencies
8. All Discoms

Internal Distribution:

1. PS to Hon'ble Minister
2. Sr. PPS to Secretary
3. All Group Heads/Advisors, MNRE
4. Director, NIC to upload the Guidelines on MNRE website
5. Sanction Folder

Annex

Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Wind Solar Hybrid Projects

1. BACKGROUND

1.1. It has been established that combining different sources of renewable energy reduces their individual variability and gives better output. It also results in more efficient utilization of transmission infrastructure and land resource. It is common knowledge that wind is better during morning and evening or night, complementing solar energy which peaks during day time. Hybrid projects backed by storage facility can further enhance the quality of RE power.

1.2. MNRE issued Wind-Solar Hybrid Policy on 14.05.2018 (and issued amendment on 11.10.2018) with the objective to provide a framework for promotion of large grid connected wind-solar PV hybrid system for optimal and efficient utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability.

1.3. Subsequently, a scheme for setting-up of 2500 MW wind-solar hybrid power projects was sanctioned on 25.05.2018 for procurement of hybrid power at a tariff discovered through transparent process of bidding by Solar Energy Corporation of India (SECI). Under the above scheme, Wind Solar hybrid projects of 1440 MW capacity have been awarded by SECI.

1.4. Section 63 of Electricity Act, 2003 promotes the competition in electricity sector and provides for adoption of the tariff by the Appropriate Commission if the same has been determined through transparent process of bidding in accordance with the guidelines issued by the Central Government. The National Tariff Policy notified on 28 January 2016 also encourages the procurement of renewable power through competitive bidding to discover market based tariff. These Guidelines will provide framework for transparent bidding process, as required under Section 63 of the Electricity Act, 2003.

1.5. SECI will be the nodal agency for implementation of these Guidelines. SECI will conduct e-bidding process followed by e-reverse auction for eligible bidders in accordance with the guidelines and also develop a suitable mechanism for commissioning and performance monitoring of projects.

2. OBJECTIVES OF GUIDELINES

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

a. To promote competitive procurement of electricity from grid connected wind solar hybrid power projects (hereafter termed as 'Hybrid Power Project'), 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 sale-purchase of long term power.

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

3. APPLICABILITY OF GUIDELINES

3.1. These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for long-term procurement of electricity through competitive bidding process, by Procurer(s), from Hybrid Power Projects having individual size of 50 MW and above at one site with minimum bid capacity of 50 MW, subject to the condition that the rated power capacity of one resource (wind or solar) shall be at least 33% of the total contracted capacity.

3.2. The solar and wind projects of the hybrid project may be located at same or different locations. The minimum capacity to be injected at each injection point shall be 50 MW.

3.3. Storage may be added to the hybrid power project:

a. to reduce the variability of output power from wind solar hybrid project;
b. providing higher energy output for a given capacity (bid/ sanctioned capacity) at delivery point, by installing additional capacity of wind and solar power in a wind solar hybrid project;
c. to ensure availability of firm power for a particular period.

3.4. Unless explicitly specified in these Guidelines, the provisions of these Guidelines shall be binding on the Procurer and Intermediary Procurer. The process to be adopted in event of any deviation proposed from these Guidelines is specified in Clause 23 of these Guidelines.

3.5. The power procured from the project may be used for fulfilment of solar and non-solar RPO in the proportion of rated capacity of solar and wind power in the plant respectively.

4. EXPLANATION / DEFINITION:

a. **Procurer(s):** The term 'Procurer(s)', as the context may require, shall mean the distribution licensee(s), or an Intermediary procurer.

b. **Intermediary Procurer**

i. An intermediary, between the distribution licensee(s) and the Hybrid Power Generator(s) (HPG) is required to aggregate hybrid power to be purchased from different generators and sell it to the distribution licensee(s)/ customer(s), or to enhance the credit profile. The 'Intermediary Procurer' shall buy power from the Hybrid Power Generator(s) and sell the same to one or more distribution licensees and shall carry out the bidding as per provisions of these Guidelines. Solar Energy Corporation of India Ltd. (SECI) will be intermediary procurer under these Guidelines.

ii. The Intermediary Procurer shall enter into a Power Purchase Agreement (PPA) with the Hybrid Power Generator(s) and also enter into a Power Sale Agreement (PSA) with the distribution licensee(s) / consumer(s). The PSA shall contain the relevant provisions of the PPA on a back to back basis. The Intermediary Procurer may charge trading margin of seven paise/ kWh from the Buying entity / Procurer for purchase and sale of such power.

iii. As long as the Intermediary Procurer follows these Guidelines for procurement of hybrid power, the distribution licensee(s) shall be deemed to have followed these Guidelines for procurement of hybrid power.

5. APPROPRIATE COMMISSION

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

a. In case the hybrid power projects is supplying power to Distribution licensee(s) of one State, the Appropriate Commission, for the purpose of these bidding Guidelines, shall be the State Electricity Regulatory Commission of the concerned State where the distribution licensee(s) is located.
b. In case the hybrid power projects supplying power to Distribution licensee(s) of more than one State, the Appropriate Commission, for the purpose of these bidding Guidelines, shall be the Central Electricity Regulatory Commission.
c. For cases involving sale of hybrid power from generating companies owned or controlled by Central Government, the Appropriate Commission shall be the Central Electricity Regulatory Commission.

6. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

The Intermediary Procurer shall meet the following conditions:

6.1. Bid Documentation:

It shall prepare the bid documents in accordance with these Guidelines and shall approach the Ministry for any deviations (if required) from these Guidelines.

6.2. Site-related project preparatory activities including clearances:

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

a. Land acquisition: Submission of documents / Lease Agreement to establish possession and right to use 100 % (hundred per cent) of the required land in the name of the HPG for a period not less than the complete term of PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the HPG.
b. No Objection Certificate (NoC)/ Environmental clearance (if applicable) for the Project.
c. Forest Clearance (if applicable) for the Project.
d. No objection certificate (NoC) from Ministry of Defence (if applicable).
e. A letter from Central Transmission Utility (CTU) confirming technical feasibility of connectivity of the plant to CTU substation.
f. Any other clearances (if any), as may be legally required.

7. BID STRUCTURE

7.1. Bid Size: A bidder is allowed to bid for a minimum 50 MW project at one site. The Procurer may also choose to specify the maximum capacity that can be allotted to a single bidder including its Affiliates. The maximum capacity for single bidder or company or group of companies may be fixed by the Procurer keeping in mind factors such as economies of scale, land availability, expected competition and need for development of the market.

7.2. Bidding Parameters: For procurement of wind solar hybrid power, the tariff quoted by the bidder shall be the bidding parameter. The Procurer may select either

of the following kinds of tariff based bidding: (a) fixed tariff in Rs./kWh for 25 years or more or (b) escalating tariff in Rs./kWh with pre-defined quantum of annual escalations fixed in Rs./kWh and number of years from which such fixed escalation will be provided. The procurer may also opt for e-reverse auction for final selection of bidders, in such a case, this will be specifically mentioned in the notice inviting bids and bid document. The procurer may disclose in the RfS, the prevailing incentives available to the HPGs.

8. POWER PURCHASE AGREEMENT

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

8.1. PPA Period: As the PPA period influences the tariff by determining the period over which the investment is returned to the investor/ Developer, 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 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.

8.2. CAPACITY UTILIZATION FACTOR (CUF):

8.2.1. The Generator(s) will declare the annual CUF of its Project at the time of bid submission and will be allowed to revise the same once within first three years of COD. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. The declared annual CUF shall in no case be less than 30 *per cent.* The Generator(s) shall maintain generation so as to achieve annual CUF not less than 90% of the declared value (i.e. Minimum CUF) and not more than 120% of the declared CUF value (i.e. Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relaxable to the extent of non-availability of grid for evacuation of hybrid power, which is beyond the control of the HPG. Energy supplied between COD and the commencement of first financial year after COD will not be taken into consideration for the purpose of calculation of CUF. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.

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

8.2.3. In case of availability of energy more than the maximum annual CUF specified, 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.

8.3. Repowering: The Hybrid Power Generator(s) will be free to re-power their plants during the PPA duration. However, after repowering, the minimum ratio of both the resources (wind & solar) shall be kept as per clause 3.1. Further, the Procurer will be obliged to buy power only as per terms of PPA and any excess generation will be dealt as specified in clause 8.2.3 of these Guidelines.

8.4. Payment Security: The Procurer(s) shall provide adequate payment security measures, as specified below:

a. Payment Security by Intermediary Procurer to the HPG: The Intermediary Procurer shall provide payment security to the HPG 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. For the purpose of this Payment Security Fund, the Intermediary may collect Rs 5.0 Lacs / MW (Five Lacs per MW) from Hybrid 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.

b. Payment Security by Distribution licensee to Intermediary Procurer: The Distribution licensee 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 (or Tri-Partite Agreement),** 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 Hybrid Power Generator, to the extent the payments to the Hybrid Power Generator in terms of the PPA are due.

Provided that where the End Procurer is not covered by the Tri-Partite Agreement and is not in a position to give the State Government Guarantee, the Revolving Letter of Credit may be for two months.

8.5. CHANGE IN LAW

8.5.1. In the event a change in Law results in any increase or decrease in the cost of generation, the said increase / decrease in cost shall be passed on in tariff in the following manner:

(a) For the purpose of ensuring that the pass through happens in an expeditious manner within 30 days of the Change in Law event, the following formula may be followed:-

*Let Financial Impact of Change in Law = **P;***

*Then, the modification in PPA tariff **(M.T.)** for compensating the financial impact is given by*

$M.T. = Y/X$

*Where, **X** = estimated monthly electricity generation (in kWh) = (1/12) [contracted capacity of the RE power plant as per PPA (in MW) × Annual CUF declared in PPA (in %) × 8760 hours × 10];*

and

$$Y=[(P\times M_r)\{(1+M_r)^n\}]\div[\{(1+M_r)^n\}-1]$$

where,

***n** = no. of months over which the financial impact has to be paid; and*

***M_r** = monthly rate of interest = ; where **R** = annual rate of interest on loan component (in %) as considered by Central Electricity Regulatory Commission (CERC) in its Order for Tariff determination from Renewable Energy Sources for the year in which the project is commissioned. In absence of relevant CERC Orders for the concerned year, the interest rate shall be average interest rate plus 200 basis points above the average State Bank of India Marginal Cost of Funds based leading rate (MCLR of one year tenor) prevalent during the last available six months for such period.*

Further, the M.T. shall be trued up annually based on actual generation of the year so as to ensure that the payment to the Generator is capped at the yearly annuity amount.

(b) The pass through according to the formula stipulated above shall be calculated and shall come into effect automatically after 30 days of the Change in Law event.

(c) Within 30 days of the pass through coming into effect the Generator/ Intermediary procurer/ Procurer shall submit the relevant documents/calculation sheets to the Appropriate Commission for truing up the rate of pass through per unit.

(d) The Appropriate Commission shall verify the calculation and do the truing up within 60 days of the pass through coming into effect after which the rates of pass through shall be adjusted if necessary according to the truing up.

8.5.2. In case change in Law / Regulations results in delay in commissioning, where cause and effect between these two can be clearly established, the Intermediary Procurer may provide suitable extension to commissioning of the project.

8.5.3. In these Guidelines, the term 'Change in Law' shall refer to the occurrence of the following events, after the last date of the bid submission, (i) the enactment of any new Law; or (ii) an amendment, modification or repeal of an existing Law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining a consent, permit or license, not owing to any default of the 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.

8.6. Force Majeure

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

8.7. Offtake constraints due to Back down:

The 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 hybrid power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case of Backdown, 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, the 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) 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 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.

No compensation shall be payable, however, if the backdown/ curtailment is on account of considerations of grid security/ safety. Such a backdown will be recorded and reported to RLDC/ NLDC. RLDC/ NLDC will examine the issue of grid safety/ security and give a finding that the issue of grid safety existed.

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

8.8. 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 HPG and the Procurers.

8.8.1. **Generator Event of Default and the consequences thereof:**

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

b. Upon being in default, the Generator shall be liable to pay to the Procurer, damages, as provided in these Guidelines in Clause 17.3 for failure to commission within stipulated time and Clause 8.2 for failure to supply power in terms of the PPA. For other cases, Generator shall 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 HPG, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurer. However, in the event the lenders are unable to substitute the defaulting generator within the stipulated period, the Procurer may terminate the PPA and acquire the project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the project assets.

8.8.2. **Procurer Event of Default and the consequences thereof:**

a. If the Procurer is in default on account of reasons including 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 HPG, 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 HPG, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the HPG 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' which will be 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 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 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.

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 and the Reference Date;

i. On or before 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. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three three *per cent*) 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;

iii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the 'Base Adjusted Equity').

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 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.

9. BIDDING PROCESS

9.1. SECI shall call for the bids adopting a single stage bidding process to be conducted through Electronic mode (e-bidding). SECI shall adopt e-reverse auction. E- procurement platforms with a successful track record and with adequate safety, security and confidentiality features will be used.

9.2. SECI shall invite the bidders to participate in the RfS for installation of Hybrid Power Project(s) in terms of these Guidelines.

9.3. The bidding documents including the RfS and draft PPA shall be prepared by SECI in consonance with these Guidelines.

9.4. SECI shall publish the RfS notice on the Central Public Procurement Portal website and its own website, to accord wide publicity.

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

9.6. If the bids have already been invited prior to the notification of these Guidelines, and if there are any deviations between these Guidelines and the bidding documents, the bidding documents shall be amended as per these guidelines and the bidders shall be provided a period of at least 7 (seven) days therefrom, for submission of bids / revised bids.

10. RfS DOCUMENT

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

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

a. bidder or any of its Affiliates is not a willful defaulter to any lender

b. there is no major litigation pending or threatened against the bidder or any of its Affiliates which is of a nature that could cast a doubt on the ability or the suitability of the bidder to undertake the project

c. performance of bidder is satisfactory in earlier project(s) awarded by SECI, if any.

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

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

(ii) It may be noted that commissioning / part commissioning of the Project will not be declared until the Generator demonstrates possession of land in line with Clause 6.2.(a) above, in addition to the other conditions as established by the Procurer / Intermediary Procurer. For part commissioning portion of land on which the part of the project is commissioned should be with Generator in accordance with clause 6.2(a).

(iii) It is presumed that 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.'

3. All other provisions of the said Guidelines remain unchanged.

4. This issues with approval of the Competent Authority.

(Dr. Rahul Rawat)
Scientist - C

To,

1. All Concerned.
2. NIC Cell for uploading in the website

Copy to:

1. PS to Hon'ble Minister
2. Sr. PPS to Secretary
3. PPS to JS (DDJ)

REQUEST FOR SELECTION (RfS)

FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS FOLLOWED BY REVERSE E-AUCTION] FROM 500 MW GRID CONNECTED RE PROJECTS WITH ASSURED PEAK POWER SUPPLY ALONG WITHENERGY STORAGE SYSTEM (ESS) LOCATED IN THE STATE OF GUJARAT.

RfS No. GUVNL / 500 MW / RE with ESS (Phase XV__) dated ....__

(Tender Search Code @: GUVNL-2022-TN00000.....__)

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

INDEX

Section 1: Introduction..... 8

Section 2: Definitions..... 10

Section 3: Bid Informationand Instructionsto Bidders..... 19

Section 4:Instructions To Bidders (ITB)..... .28

Section 5:QualifyingRequirementsFor Bidders(QR)..... 67

Section 6:Bid Evaluation and Selection of Projects..... 74

Section 7: OtherProvisions..... 81

Section 8: Sample Forms & Formats For Bid Submission..... 83

Annexure–A: Technical Parameter of PV Module and various other components . 118

Annexure – B: Check list for Bank Guarantees..... 123

Annexure – C: List of Banks..... 125

Annexure – D: Special Instructions to Bidders for e-Tendering & Reverse Auction 126

Annexure – E: Terms & Conditions Of Reverse Auction..... 132

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of GUVNL immediately. If no intimation is received from any bidder within **15 (Fifteen) days from the date of issuance of RfS documents,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).

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 document has been prepared in good faith, and on best endeavor basis,neither GUVNLnor 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 document, even if any loss or damage is caused by any act or omission on their part.

4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.

5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process

6.

Place: Vadodara Date:

Bid Information Sheet

Document Description	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) from 500 MW RE projects with assured Peak power supply along with Energy Storage System (ESS) to be setup in Gujarat (Phase XV)
RfS No. & Date	GUVNL / 500 MW / RE with ESS (Phase XV) dated ...2022
Downloading of tender documents	From 2022
Pre-bid Conference / Clarification Meeting	Bidders interested to participate in the pre-bid meeting are required to get themselves registered on or before**..2022** by sending an email to ..... 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 **...2022**. The pre-bid meeting is scheduled on **...2022** through video conferencing. GUVNL will forward the link of video conferencing to registered bidders on the email address registered with GUVNL. Any clarification and/or revision in the Tender Documents i.e. RfS & PPA shall be uploaded on GUVNL's website and https://www.bharat-electronictender.com Bidding Portal.
Last Date&Timefor a) Online Submission of Response to RfS ("Bid Deadline") fand b) All documents as per Section 4.23 (A) physically at GUVNL office, Vadodara	a) Online Submission - Date:..2022 Time: 5:00 PM ("Bid Deadline") b) Offline Submission - Date :..2022 Time: 5:00 PM
Technical Bid Opening	Date :...2022 Time : 11.00 AM

Financial Bid Opening and Rever **se e-auction**	Date :...**2022** Time : 11.00 AM followed by Reverse Auction Process Intimation of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal.
Costof RfSDocument **(non-refundable)**	Rs. 25,000/- plus 18% GST to be submitted in the form of DD, 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
ProcessingFee **(non-refundable)**	**Rs. 3 Lakhs** plus 18% GST, to be submitted in the form of DD along with the response to RfS in favor 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. **Name of Bank –** STATE BANK OF INDIA **Bank Account No. –** 10565103714 **IFSC CODE -** SBIN0001946 **GST No -**24AACCG2861L1ZK **PAN -**AACCG2861L
EMD	Earnest Money Deposit @ **Rs.**10 **Lakh / MW** 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 are as under: 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	Sailaja Vachhrajani General Manager (RE&IPP)

Submission of Response to RfS)	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 anyassistance isrequired from GUVNL.	1) **Sailaja Vachhrajani** **General Manager (RE &IPP)** **Phone No: +919879200656** **Email ID: gmipp.guvnl@gebmail.com** 2) **Parthik Joshi** **Dy Chief Accounts Officer (Solar)** **Phone No: +919979536445** **Email ID: aocom.guvnl@gebmail.com** 3) **Girija Dave** **Dy Chief Accounts Officer (RE)** **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, (e-bidding Portal). Bidders may register themselves online with the portal service provider (if they are not already registered), as 'Supply organization/ Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to the portal service provider, through the payment gateway facility of the E-bidding Portal as indicated in the e-bidding Portal, and subsequently download the RfS and other Bid Documents from the E-bidding Portal.

It is further clarified that in case a Bidder intends to participate in tenders published by any other organization(s) on the E-bidding Portal, the 'Annual Portal Registration Fee' payable shall be as indicated in the E-bidding Portal.

A Bidder, who is already validly registered on the E-bidding Portal need not register again on the E-bidding Portal.

Additionally, prior to the submission of the Proposal, Bidders are required to pay online non-refundable ETS bidding fee as indicated in the e-bidding Portal 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 time period stipulated in the email, the qualified Bidders shall have to make payment of requisite fees as indicated in the e-bidding Portal to the Portal 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 the portal service provider.

Section 1: Introduction

1.1 Introduction

1.1.1 Gujarat Urja Vikas Nigam Ltd (hereinafterreferred to as "GUVNL") is a company incorporated under the Companies Act 1956 and is the successor of erstwhile Gujarat Electricity Board (GEB) and also the holding company of other reorganized functional entities of the GEB. GUVNL and is performing the functions of bulk purchase and bulk sale of power, assigned as per the re-organization scheme notified by the Government of Gujarat.

1.1.2 In order to fulfil the renewable power purchase obligation (RPPO) and to meet the future requirements of Discoms, with the intention of getting sustained peak power GUVNL intends to hold a tariff based competitive bidding process and procure RE power with ESS Systems up to capacity of 500 MW (Phase XV) [conducted through electronically facilitated online web based portal followed by reverse auction].

1.2 Details of Power Procurement

1.2.1 The bidders selected by GUVNL based on this RfS, shall set up RE projects in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA) which shall also be read as an integral part of this RFS. PPA format has been enclosed and can be downloaded from **https://www.bharat-electronictender.com.** Under this RfS, a Project shall comprise minimum two 'components' - one being the ESS component, and second the renewable energy generating component, which can be either a solar PV system, or a wind power system, or a wind-solar hybrid system.

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) of STU district wise / sub-station wise is available on GETCO's website and can be downloaded from https://www.getcogujarat.com/getco_newsite/reif.php; Bidders shall have to choose the location(s) and sub-station(s) for their proposed Project(s) 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 LOI 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 by GETCO after such declaration and selection of sub-station within 7 days based on L1 priority. The successful bidders may choose to declare the name of sub-station after the above time period of 07 days and the connectivity application in such cases will be processed on first come first serve basis by GETCO and change in location / sub-station may be allowed as per the provisions of PPA.

If the Bidders opt for connecting its power station and facilities to an Inter State Transmission System, the Delivery Point / Interconnection Point for the purposes of this would be binding as per the PPA to be executed with the selected bidder and shall be at the point or points of connection at which Electricity is delivered into the Grid System of the GETCO. GUVNL shall not bear interstate transmission charges and losses for the energy procured during the term of the PPA. All expenses including transmission and wheeling charges and losses between the Project and the Delivery Point including on account of any change in law event 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 and after the Delivery Point shall be borne by GUVNL.

1.2.3 GUVNL shall enter into PPA with successful bidders for the term of the PPA as defined in and as per the draft PPA. 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 for any reason 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 and / or Wind Power Technology along with required Energy Storage System. However, the selection of projects would be technology agnostic within the technology mentioned above. For Solar PV Technology, Crystalline silicon or thin film etc., with or without trackers can be installed. In order to ensure that quality systems are installed for Solar Power, the equipment used in the project shall comply 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. In order to ensure that quality systems are installed for Wind Power Technology, the type certified wind turbine models listed in Revised List of Models and Manufacturers (RLMM) of Wind Turbines prepared by MNRE will only be allowed. 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 not having any PPA with existing buyers shall also be eligible to submit the bid under this RFS.

1.3.3 RE 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 4.8 & 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

The Expression defined and dealt in the Draft PPA attached to this RfS as a part of the Tender Document and used in this RfS shall have the same meaning for the purposes of this RfS. Following terms used in the document will carry the meaning and interpretations as described below, unless the context otherwise requires:

"ACT" or "ELECTRICITY ACT, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"**AFFILIATE**" shall mean a company that, directly or indirectly,

i. controls, or
ii. is controlled by, or
iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;

"APPROPRIATE COMMISSION" shall mean as defined in the PPA;

"BIDDER" shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding 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; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;

"BIDDING CONSORTIUM" or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement;

"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, the 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%;

"CERC" shall mean Central Electricity Regulatory Commission;

"CENTRAL TRANSMISSION UTILITY (CTU)" shall mean the Central Transmission Utility as defined in Sub-Section (1) of Section 38 of the Electricity Act, 2003;

"CHARTERED ACCOUNTANT" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country;

"COMPANY" shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable;

"COMMISSIONING" with respect to the Project as certified by GEDA shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid, in line with the Commissioning procedures defined in the RfS/ PPA and upon certification of commissioning by GEDA;

"COMMERCIAL OPERATION DATE (COD)" shall be the date certified by GEDA upon successful commissioning of the full Project Capacity or the last part capacity of the Project as the case may be;

"CONTRACTED CAPACITY" shall mean the AC capacity in MW contracted with GUVNL for supply by the HPD to GUVNL at the Delivery Point from the 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%.

"CONTRACT YEAR" shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

(a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and

(b) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement or on Termination of this Agreement whichever is earlier;

"CONTROL" shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) 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 and paid up share capital in the Company/ Consortium;

"DAY" shall mean calendar day;

"DELIVERED ENERGY" in case of projects connected with STU grid shall mean energy actually fed and measured by the energy meters at the Delivery Point as certified by Gujarat SLDC in State Energy Account as per provisions of PPA and in case of projects connected with CTU grid shall mean the energy scheduled at the Delivery Point as certified by Gujarat SLDC in State Energy Account in

accordance with provisions of PPA, based on energy certified by WRPC under Regional Energy Account.

In case of import of energy from the grid, 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 export of energy, the Successful Bidder shall be eligible for receiving agreed tariff from GUVNL for such delivered energy provided the energy is supplied in peak and off-peak period in the manner defined in this RFS. 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;

"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 transmission & 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."

"**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

"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 signing of PPA, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;

"ENERGY STORAGE SYSTEMS" or "ESS" shall mean the system(s) installed in addition to the solar PV and/or wind power capacity as part of the Project, that can capture energy produced at one time for use at a later time;

"EQUITY" shall have the meaning as defined in Companies Act, 2013;

"FINANCIAL CLOSURE" *or* **"PROJECT FINANCING ARRANGEMENTS"** means arrangement of necessary funds by the Hybrid Power Developer either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;

"FINANCING DOCUMENTS" shall mean the agreements and documents 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.

"GUIDELINES" shall mean the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" issued by the Ministry of Power vide Resolution dated 03.08.2017 including subsequent amendments and clarifications thereof, along with the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects" issued by the Ministry of Power vide Resolution No. 23/54/2017-R&R dated 08.12.2017, including subsequent amendments and clarifications thereof, and the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects issued by the Ministry of New & Renewable Energy vide O.M. dated 14.10.2020, including subsequent amendments and clarifications thereof;

"GERC" shall mean Gujarat Electricity Regulatory Commission.

"GROUP COMPANY" of a Company means

(a) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
(b) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
(c) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
(d) 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;
(e) 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, pension funds and sovereign funds 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;

"HYBRID POWER PLANT or HYBRID POWER PROJECT (HPP)" shall mean the development of system of generation of power with one of the following combinations. **Combination A** - Wind Power Project with co-located energy storage system or **Combination B** - Solar PV Project with co-located Energy Storage System or **Combination C** - Wind-Solar Hybrid Power Project with co-located energy storage system. The developer of "Hybrid Power Plant / Project" shall establish a dedicated line at its own cost for evacuation of power up to receiving end sub-station of GETCO where the Project Developers desires to inject power in the state grid where connectivity is granted. From there onwards, GETCO shall ensure transmission system and connectivity.

"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.*

"LEAD MEMBER OF THE BIDDING CONSORTIUM" *or* **"LEAD MEMBER"**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium which cannot be changed till 1 year after the Commercial Operation Date (COD) of the Project;

"LETTER OF INTENT" *or* **"LOI"** shall mean the letter issued by Gujarat Urja Vikas Nigam Limited (GUVNL) to the selected Bidder intending to award of the Project subject to adoption of tariff under Section 63 by Gujarat Electricity Regulatory Commission;

"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 for supply to GUVNL and shall be the interconnecting bus bar of the GETCO / CTU substation.

In case of Projects to be set up in an existing Wind Farm and proposed to be interconnected to the grid through a common pooling sub-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 station for this purpose;

"MONTH" shall mean calendar month;

"NET-WORTH" shall mean the Net-Worth as defined section 2 of the Companies Act, 2013;

"Normative CUF" shall be the % CUF as defined in the PPA.

"OFF-PEAK HOURS" shall mean the energy scheduling hours between (& including) 09:00 hrs up to 18:00 hrs and the hours between (& including) 00:00hrs.up to 06:00hrs of the subsequent day;

"OFF-PEAK POWER" shall mean the power supplied during Off-Peak Hours;

"OFF-PEAK TARIFF" shall mean the tariff payable to the HPD for energy supplied during the Off-Peak Hours;

"PAID-UP SHARE CAPITAL" shall mean the paid-up share capital as defined in Section 2 of **the** Companies Act, 2013;

"Part Commissioning" shall mean a part of the Project Capacity (AC MW) commissioned as per clause 4.16(a) under Section 4 and provisions of PPA;

"PARENT" shall mean 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;

"PEAK HOURS" shall mean the energy scheduling hours between (& including) 06:00 hrs up to 09:00 hrs, and between (& including) 18:00 hrs to 24:00 hrs of the same day. For the purpose of scheduling, a 'day' shall commence from 00:00 hrs and end at 24:00 hrs;

"PEAK POWER" shall mean the power supplied from the Project during Peak Hours;

"PEAK TARIFF" shall mean the tariff payable to the HPD for energy supplied during the Peak Hours as per the dispatch schedule confirmed by the Discom / GUVNL / SLDC, applicable to supply of energy limited to 300 MWh within a time period of 24 hours, for each 100 MW Contracted Capacity;

"Performance Bank Guarantee"shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Section 4.12;

"PLANT" or "PROJECT" shall mean the new renewable energy based power generation facility, including ESS, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point, having separate control systems and metering. The Project may include Solar PV and/or Wind power generation units, including auxiliaries and associated facilities, bay(s) for transmission system in the Project switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to GUVNL. It may be noted that the sources of generation and ESS, shall need to be co-located, to be considered a single Project. In case the Project comprises both wind and solar power generation components, it shall be denoted as a "Wind-Solar Hybrid Power Project" as per definition below;

"POOLING SUBSTATION" shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the HPD(s) to get connected to the GETCO substation. Interconnection voltages and metering shall be governed as per GERC Regulations. Accordingly, if interconnection is at 66 KV voltage level, the metering will be allowed by GETCO at 66 KV voltage level subject to applicable regulations. In case of Projects to be set up in an existing Wind Farm and proposed to be interconnected to the grid through a common pooling sub-station, the power generated from Wind and Solar Projects shall be injected separately through independent dedicated lines and measured separately as per the extant rules and regulations and the successful bidder shall have to install separate ABT compliant meters (Main + Check) at pooling station for this purpose over and above the Main meters (Main +Check) installed at GETCO end;

"PPA" shall mean the Power Purchase Agreement signed between the selected bidder or its SPV and GUVNL according to the terms and conditions of the Draft PPA enclosed with this RfS;

"PROJECT DEVELOPER" *or* **"DEVELOPER"** *or* **"HYBRID POWER DEVELOPER (HPD)"** shall also mean the Bidding Company or a Bidding Consortium participating in this bid and having been selected and allocated a project capacity by GUVNL through a competitive bidding process, including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with GUVNL;

"Project Site" means any and all parcels of real property, right-of-way, easements and access roads located in Gujarat, upon which the Project and its related infrastructure will be located;

"Project Capacity" shall mean the maximum AC capacity of the Project at the point(s) of injection on which the Power Purchase Agreement has been signed.

"PROJECT COMMISSIONING": The Project will be considered as commissioned by GEDA if all equipment as per rated Contracted Capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA and upon certification of commissioning by GEDA;

"RfS" or "RfS DOCUMENT" or **"BIDDING DOCUMENT(S)"** shall mean the 'Request for Selection' document issued by GUVNL including standard Power Purchase Agreement along with all attachments; clarifications and amendments thereof vide RfS No. **GUVNL / 500 MW / Solar (Phase XV) dated 2022**;

"RE Project" shall mean Solar PV Project or Wind Power Project or Wind-Solar Hybrid Power Project"

"SCHEDULED COMMERCIAL OPERATION DATE" *or* **"SCOD"** shall be the date as declared by the Successful Bidder in the PPA which shall not exceed **24 (twenty four) months** in case of Wind-Solar Hybrid Project with ESS **and 18 (eighteen) months** from the date of execution of the PPA in case of Wind or Solar Project with ESS;

"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 reverse e-auction, if any, conducted thereunder for supply electrical output as per the terms of PPA;

*"***SLDC***"* means the State Load Dispatch Center as notified by the State Government;

"SOLAR PV PROJECT" shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

*"***STU** *or "***State Transmission Utility***" or "***GETCO***"* shall mean the Gujarat Energy Transmission Company Limited (GETCO).

"SUB-POOLING SUBSTATION" shall mean the intermediate pooling point where power from the Solar and/or Wind Project components, along with the Energy Storage System (ESS) is injected into and from where the power is evacuated through a single transmission line and injected into the grid / Interconnection Point. It should be noted that this point shall be prior to the Metering Point of the Project;

"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);

"Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered to GUVNL and shall be in accordance with applicable regulations;

"WEEK" shall mean calendar week;

"WIND POWER PROJECT" means the wind power project that uses wind energy for conversion into electricity through wind turbine generator;

"WIND-SOLAR HYBRID POWER PROJECT" means the wind-solar hybrid power project where the rated power capacity of one resource is at least **33%** of the rated power capacity of the other resource;

SECTION 3: BID INFORMATION AND INSTRUCTIONS TO BIDDERS

Section 3: Bid Information and Instructions to Bidders for

SELECTION OF PROJECT DEVELOPERS FOR SETTING UP OF 500 MW GRID CONNECTED RE PROJECTS WITH ASSURED PEAK POWER SUPPLY WITH ENERGY STORAGE SYSTEM LOCATED IN GUJARAT (Phase-XV)

(SINGLE STAGE TWO ENVELOPE BIDDING) under e-Tendering

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

The selection of Grid-connected RE Power Projects with ESS for total capacity of 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 / bid capacity shall be **50 MW for HPD having Combination B & C and 25 MW for HPD having Combination A** subject to the following further conditions.

(1) Individual minimum size of project allowed is 50 MW at one site and a single bidder cannot bid for less than 50 MW in case of Combination C.

(2) The rated power capacity of one resource (wind or solar) shall be at least **33%** of the total contracted capacity in case of Combination C.

(3) Individual size of 5 MW and above at one site with minimum bid capacity of 25 MW shall be applicable in case of Combination A.

3.2.3 **Project Scope:**

The successful bidder shall set up RE Power Project with ESS including the transmission network up to the Delivery Point in line with Section 4.8, 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 for Solar Power and crystalline silicon or thin film, etc. with or without Trackers can be installed ensuring compliance to 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 and for Wind Power Technology to ensure that quality systems are installed , the type certified wind turbine models listed in Revised List of Models and Manufacturers (RLMM) of Wind Turbines prepared by MNRE will only be allowed. 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.

3.2.4 With the objective to provide a framework for promotion of large grid connected wind-solar PV hybrid systems for optimal and efficient utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability, MNRE has issued the National Wind-Solar Hybrid Policy on 14.05.2018.

Further, Central Government has issued the following Guidelines

(a) "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" vide Gazette Resolution dated 03.08.2017.

(b) "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects", vide Resolution No. 23/54/2017-R&R dated 08.12.2017.

(c) "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects" vide O.M. dated 14.10.2020, including subsequent amendments and clarifications thereof.

The above Guidelines have been 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, Wind and Wind-Solar-Hybrid Power Projects, through competitive bidding. This RfS document has been prepared in line with the above Guidelines, under the National Wind-Solar Hybrid Policy and after duly taking into consideration the deviations from MoP Guidelines approved by GERC from time to time. The above Guidelines shall be applicable for the respective combinations of Hybrid Power Project i.e. (A) Wind Power Project with co-located Energy Storage System (B) Solar PV Project with co-located energy storage system or (C) Wind-Solar Hybrid Power Project with co-located energy storage system.

3.2.5 GUVNL wishes to invite proposals for setting up of grid connected RE (renewable energy based) Power projects anywhere in Gujarat on "Build Own Operate" (B-O-O) basis for an aggregate capacity of 500 MW, along with assured Peak Power supply. GUVNL may enter into a Power Purchase Agreement (PPA) with the successful Bidder(s) selected based on this RfS for purchase of power for a period of 25 years based on the terms, conditions and provisions of the RfS and draft PPA. The project installation shall also be augmented with mandatory installation of Energy Storage Systems (ESS) with minimum rated capacity of the ESS being equal to **'X/2' MWh, where 'X' is the Contracted Capacity of the Project as per the PPA**, in order to meet the above criteria of supply of power during the Peak Hours, which is the essence of this tender.

3.3 OVERVIEW OF THE RfS

3.3.1 Hybrid Power Developers (hereinafter referred to as HPDs) selected by GUVNL based on this RfS, shall set up Hybrid Power Projects on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). The Draft PPA forms a part of the tender documents and can be downloaded from ISN-ETS portal **https://www.bharat-electronictender.com**.

3.3.2 GUVNL **shall enter into PPA with HPDs for a period of 25 years from the date as per the provisions of PPA.** Projects selected under this RfS shall be eligible for two-different tariffs. These shall be referred to as "Peak Tariff" and "Off-PeakTariff" as defined in the RfS. Energy supplied during the Off-Peak Hours shall be eligible for a flat tariff payment @ Rs. 2.29/kWh, i.e. the Off-Peak Tariff. Energy supplied during the Peak Hours shall be purchased at the tariff discovered through e-Reverse Auction as

per this RfS, i.e. the Peak tariff. The bidders shall quote only for the Peak tariff under this RfS. The Applicable Tariff under the PPA shall comprise both Peak and Off-Peak Tariffs, and shall be fixed for the entire term of the PPA.

The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on GUVNL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. GUVNL does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

3.3.3 Bidders shall submit their bid by offering a single Peak Tariff for all the Projects quoted for, which shall be applicable for all the 25 years as per provisions of PPA.

3.3.4 Without prejudice to the rights of GUVNL to object to the assignment of the Projects by the Successful Bidders as provided in the PPA, if the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 year after COD), GUVNL at its discretion shall have the option and the rights to operationalize the PPA with the third party, which will be under full obligation to honor all the obligations and terms & conditions of the PPA

3.4 SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RFS

3.4.1 The Projects to be selected under this RfS for aggregate capacity of 500 MW to be installed anywhere in Gujarat, must provide for deployment of Wind/Solar/Wind-Solar Hybrid Power Technology along with Energy Storage System (ESS) technologies. However, the selection of projects would be technology agnostic within the technology mentioned above. Only commercially established and operational technologies may be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

Energy Storage Systems (ESS): With respect to the ESS being used in the Project, the Bidder has the flexibility to choose the type and power rating of the energy storage system to be installed in addition to the Solar PV and/or wind power capacity. The ESS may include, but not be limited to, battery energy storage systems, pumped storage systems, mechanical and chemical systems, or combinations thereof.

Note: Irrespective of the ESS technology being implemented in the Project, the HPD shall be responsible for minimum 6-hour Peak Power supply, on daily basis, during the Peak Hours, as elaborated in Section-4 Clause 4.10.2 of the RfS.

3.4.2 Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement and augmentation of already commissioned Projects, irrespective of their capacities will not be considered as eligible Project under this scheme. However, the new projects being installed in existing Wind Farm or Solar Parks are permitted subject to terms mentioned in the RFS.

3.5 GUIDELINES FOR IMPLEMENTATION OF THE RfS

3.5.1 This RfS document has been prepared based on the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" and "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects", issued by Ministry of Power vide Gazette Resolutions dated 03.08.2017 and 08.12.2017 respectively, with subsequent amendments and clarifications thereof, and "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects", issued by Ministry of New & Renewable Energy vide O.M. dated 14.10.2020, including subsequent amendments and clarifications thereof. These guidelines and their elaborations / clarifications form the basis for selection of new Projects under this RfS.

3.6 GENERAL

3.6.1 The complete RfS Documents are available at ISN-ETS portal **https://www.bharat-electronictender.com** as well as on GUVNL's website **http://www.guvnl.com** Interested bidders shall download the RfS Documents from the portal **https://www.bharat-electronictender.com** as per the provisions available therein.

3.6.2 Interested bidders have to necessarily register themselves on the portal **https://www.bharat-electronictender.com** through International Support Network-Electronic Tender Services (ISN-ETS), to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender Services (ETS), to complete the registration formalities. All required documents and formalities for registering on ETS are mentioned in the subsequent provisions.

For proper uploading of the bids on the portal namely https://www.bharat-electronictender.com (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting the portal service provider directly, as and when required, for which contact details are also mentioned in the RFS at Annexure D. GUVNL in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section 4 - ITB of the Bidding Documents.

3.6.3 While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by GUVNL for opening the bids (Separate for both First Envelopes as well as Second Envelopes). The same may be submitted as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.

In the event of not opening of the bid with the pass-phrase provided by the bidder, GUVNL on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, GUVNL shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

3.6.4 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed as per the provisions of the Contract. The respective rights of GUVNL and the Bidder/ HPD shall be governed by the RfS Documents/ Contract signed between GUVNL and the HPD.

3.6.5 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of ISN **(https://www.bharat-electronictender.com)**,GUVNLwebsite http://www.guvnl.com and as indicated in the Bid Information Sheet as amended from time to time.

3.6.6 Bidder shall submit bid proposal along with non-refundable RfS Document Fees and Bid Processing Fees, Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) will be rejected. In the event of

any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

3.6.7 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of ISN (https://www.bharat-electronictender.com) or from GUVNL website (**http://www.guvnl.com**). It is mandatory to download official copy of RfS Document from Electronic Tender System (ETS) Portal of ISN to participate in the Tender. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ETS-ISN website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned website. The same may also be uploaded on GUVNL website **http://www.guvnl.com** . However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

3.6.8 (not used)

3.6.9 The detailed Qualifying Requirements (QR) are given in Section-4 of RfS.

3.6.10 GUVNL shall conduct e-Reverse Auction (e-RA), as per provisions of this RfS documents.

3.6.11 GUVNL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.

2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

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

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

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

SECTION –4

INSTRUCTIONS TO BIDDERS (ITB)

4.1 Preamble

This part (Section –4) of the RfS Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of GUVNL. It also provides information on bid submission and uploading the bid on portal ***https://www.bharat-electronictender.com***, bid opening, evaluation and on contract award.

Bidders may note that the respective rights of GUVNL and Bidders/HPDs shall be governed by the RfS Documents/PPA/Contracts signed between GUVNL and the Bidders/HPDs.

Further in all matters arising out of the provisions of this Section –4 and the RfS Documents, the laws of India shall be the governing laws subject to regulatory and adjudicatory jurisdiction of the Gujarat Electricity Regulatory Commission and courts of Gujarat shall have exclusive jurisdiction.

4.2 OBTAINING RfS DOCUMENTS

The RfS document can be downloaded from the website of ISN-ETS ***https://www.bharat-electronictender.com***. A link of the same is also available at ***www.guvnl.com***.

Note: Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS website by using the Login ID & Password provided by ETS during registration (Refer Annexure - D). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS.

4.3 COST OF DOCUMENTS & PROCESSING FEES

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 nonrefundable processing fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the amounts pertaining to Cost of RfS document and Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt / UTR No. instead of the corresponding DDs, as part of the offline bid submission.
The bank details of GUVNL are available on www.guvnl.com under the "Notice" section.

The bids submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (including partial submission of either of the respective amounts), shall be liable for rejection by GUVNL.

4.4 TOTAL CAPACITY OFFERED

4.4.1 Selection of Grid Connected RE Power Projects for total capacity of 500 MW will be carried out through e-bidding followed by e-Reverse Auction process. The Projects may be setup anywhere in the territory of the State of Gujarat.

4.4.2 The interested Bidders are required to participate in the Request for Selection (RfS) for installation of grid-connected RE Projects on Build-Own-Operate (B-O-O) basis.

4.4.3 **Capacity of each Project:**

The Projects are required to be designed for inter-connection with transmission network of CTU/GETCO. For each Project, the minimum Project capacity shall be 25 MW in case of Combination A and 50 MW in case of Combination B&C as per Section 3.2.2 and the maximum capacity shall be **500 MW**.

The HPDs shall demonstrate the contracted capacity at the grid injection point, as defined in the Commissioning procedure enclosed in Annexure-A and Appendix A-1.

4.4.4 **Project Configuration:**

i. The term "Project" shall have the meaning as defined in Section 2 of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LOI).

ii. Under this RfS, a Project shall comprise minimum two 'components' - one being the ESS component, and the renewable energy generating component, which can be either a solar PV system, or a wind power system, or wind-solar hybrid system. In case of a single generation source in addition to the ESS, the Contracted capacity of the Project shall be the rated capacity of the wind or solar PV capacity installed in the Project.

In case the Project Developer chooses to install both wind and solar PV components in the Project, the Project shall be denoted as a "Wind-Solar Hybrid Power Project", under the Guidelines for Wind-Solar Hybrid Power Project issued by Central Government; and in such case, the rated installed Project capacity of either of the wind and solar components shall be at least 33% of the rated installed capacity of the other wind/solar component. The above capacity shall be calculated based on the installed turbine rating (for wind component) and installed inverter rating (for solar component).

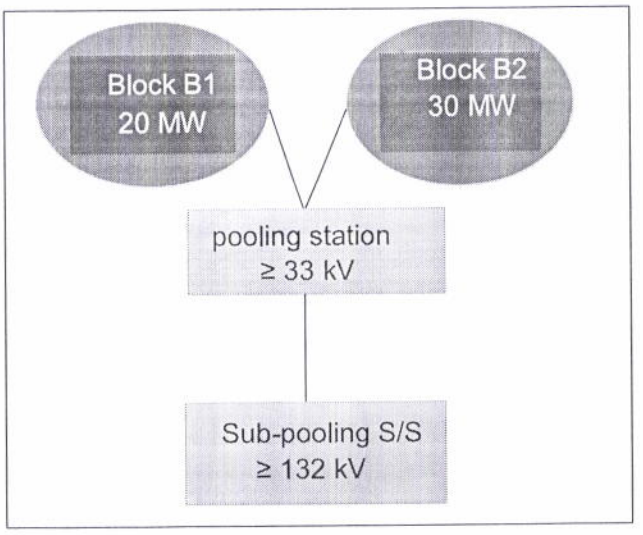
For e.g. if a single Wind-Solar Hybrid Project Capacity comprises 200 MW of rated installed Wind Power capacity, the minimum rated installed project capacity for the corresponding Solar Project component shall be 66 MW. **The minimum ESS rated energy capacity installed shall be equal to 'X/2' MWh, where 'X' is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum energy rating of the ESS installed shall be 50 MWh.**

iii. **Note:** In case of Wind-Solar Hybrid Power Projects, in the interest of utilizing the optimization potential offered by hybridization of the two components, the HPD is free to declare the rated Project capacity of the Project at the output level of the Sub-Pooling Substation, which shall be considered as the Project capacity of the Hybrid Power Project. The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA. For avoidance of any doubt, it is hereby reiterated that the Project capacity of the Hybrid Project does not necessarily have to be the arithmetic sum of the Installed capacity of the two components. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the components shall be strictly adhered to, failing which, the Project shall not be eligible for commissioning under the RfS.

iv. A single Project component may however, also be sub-divided into a number of 'blocks', being set up at multiple locations, if required. The minimum voltage level for a single block shall be 33 kV. These individual blocks shall be pooled at a minimum voltage level of 33 kV, at a 'pooling station'. It may be noted that the said pooling station will have a different meaning than the Pooling Substation as defined in the RfS.

One of the possible configurations of a solar Project component having separate locations for each block, is illustrated below, for elaboration:

PROJECT COMPONENT CAPACITY: 50 MW



v. The HPD shall demonstrate the rated capacities of each component separately at the input side of the Sub-Pooling Substation, in line with the Commissioning procedure.

vi. A single Peak Tariff for energy supply during the Peak Hours from the Delivery Point shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects and each Project configuration.

vii. A single Power Purchase Agreement shall be signed for all Projects for which the tariff has been quoted by the successful bidder. The HPD shall be responsible for obtaining Connectivity and Long Term Open Access (LTA) for each Project if LTA is applicable.

viii. The HPD may modify the Project configuration of a single Project, in terms of blocks, subsequent to issuance of LOI until the deadline of Financial Closure, subject to the conditions as per (vi) & (vii) above. GUVNL shall not be responsible for any delay in reconfiguration of the Project, which might lead to delay in achieving financial closure and in-turn, commissioning of the Project.

4.5 PROJECT LOCATION

The Projects can be located anywhere in Gujarat. The solar PV and/or wind power components, along with ESS installed, in relation to each project shall be co-located prior to the energy meter, and shall inject power through a single Delivery Point. A single bidder can submit a single bid for more than one Project however the capacity to be quoted by bidder shall be single and aggregate of all the capacities proposed to be developed in multiple projects.

4.6 PROJECT SCOPE & TECHNOLOGY SELECTION

Under this RfS, the HPD shall set up the Project(s), including the dedicated transmission network up to the Interconnection/ Delivery Point, 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 and/ or dedicated transmission network upto interconnection/ delivery point (including connectivity and LTA) including those required from State Government and local bodies shall be in the scope of the HPD.

Any interim changes required in the ESS shall be taken care by the HPD, if required, to provide dispatchable energy throughout the project life. The HPD may change the type of the ESS at any time during the term of the Project, based on the technological developments. Throughout the term of the PPA, irrespective of the changes made in ESS technology, minimum ESS rated energy capacity installed shall be equal to 'X/2' MWh, where 'X' is the Contracted Capacity of the Project as per the PPA. For example, in case the Contracted Capacity of a Project is 100 MW, the minimum energy rating of the ESS installed shall be 50 MWh.

The HPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency i.e. GEDA. It shall be the responsibility of the HPD to remain updated about the applicable charges payable to GEDA.

4.7 MAXIMUM ELIGIBILITY FOR PROJECT CAPACITY ALLOCATION FOR A BIDDER

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

(i) For the purpose of bidding and deciding the contracted capacity, Project capacity shall refer to the rated capacity (AC) to be quoted by the bidder.
(ii) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can submit a single bid for any quantity between (and including) minimum capacity as per Section 3.2.2 and **500 MW**, which shall be quoted in the prescribed formats.
(iii) The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **500 MW**. Capacity of a single Project shall range between (& including) minimum capacity as per Section 3.2.2 **and 500 MW**.
(iv) The evaluation of bids shall be carried out as described in Section-6 of RfS. The methodology for allocation of Projects is elaborated in Section-6.
(v) In case the Bidder wishes to set up more than one Project, then the Projects would need to be physically identifiable for capacity of each project with separate injection points and metering arrangement of each project.

4.8 CONNECTIVITY WITH THE GRID

4.8.1 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. For interconnection with the grid and metering, the HPD shall abide by the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 (as amended from time to time), along with applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to

time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the GETCO grid shall be 66 kV or above.

4.8.2 The responsibility of getting the grid connectivity with GETCO / CTU shall entirely be of the HPD. In case of connectivity with STU, the interconnection voltages shall be governed as per GERC Regulations.

4.8.3 The arrangement of connectivity can be made by the HPD 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 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, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the project up to and including at the delivery/interconnection point will be borne by the HPD. The Bidders are free to choose the CTU / GETCO substations for Interconnection of the Project to the Grid. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options"

i. Existing substations having available margin as indicated by the GETCO on their website from time to time.
ii. Under construction substations where augmentation is under process in advanced stage as indicated by the GETCO on their website from time to time.
iii. Existing and commissioned sub-stations of CTU in Gujarat having spare capacity for RE integration.

The location of the project / substation may be changed by the HPD as per the provisions of PPA, but the revised substation / location shall be in line with the above provisions and the project timelines shall remain unchanged.

4.8.4 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 HPD.

4.8.5 All expenses including wheeling and transmission charges & losses between the Project and the Delivery Point shall be paid by the HPD without any reimbursement by GUVNL. If the Bidders opt for connecting its power station and facilities to an Inter State Transmission System including CTU/Powergrid the 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 transmission & wheeling charges and losses between the Project and the Delivery Point including on account of any change in law event shall be paid by the Power Producer without any reimbursement by GUVNL.

4.8.6 All expenses including wheeling and transmission charges & losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by GUVNL.

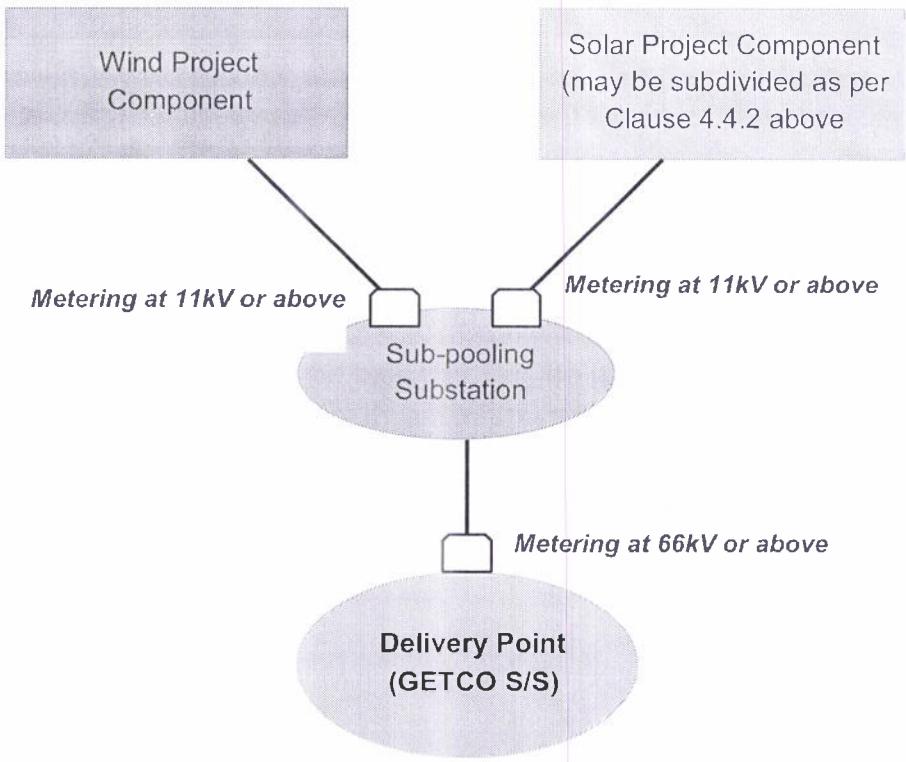
4.8.7 The HPD shall not be entitled to deemed generation in case of any delay in grant of connectivity.

4.8.8 The Successful Bidder shall comply with the GERC / CERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and shall be responsible for all liabilities related to Connectivity.

4.8.9 The responsibility of getting GETCO / CTU connectivity and Long Term Open Access (LTA) of ISTS Network, if any, shall entirely be with the HPD and shall be at the cost of the HPD. The transmission of power upto and at the point of Interconnection/Delivery Point where the metering is done for energy accounting shall be the responsibility of the HPD at his own cost.

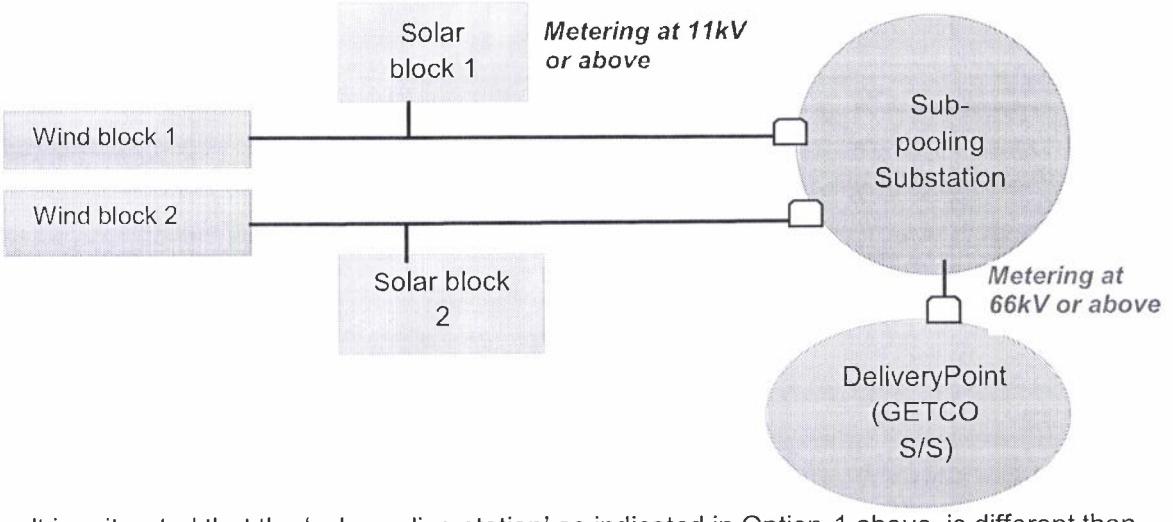
In case of Wind-Solar Hybrid Power Projects, Bidders shall have to follow only either of the following configurations for interconnection with the Grid, based on the prevailing provisions in the State of Gujarat:

Option-1:

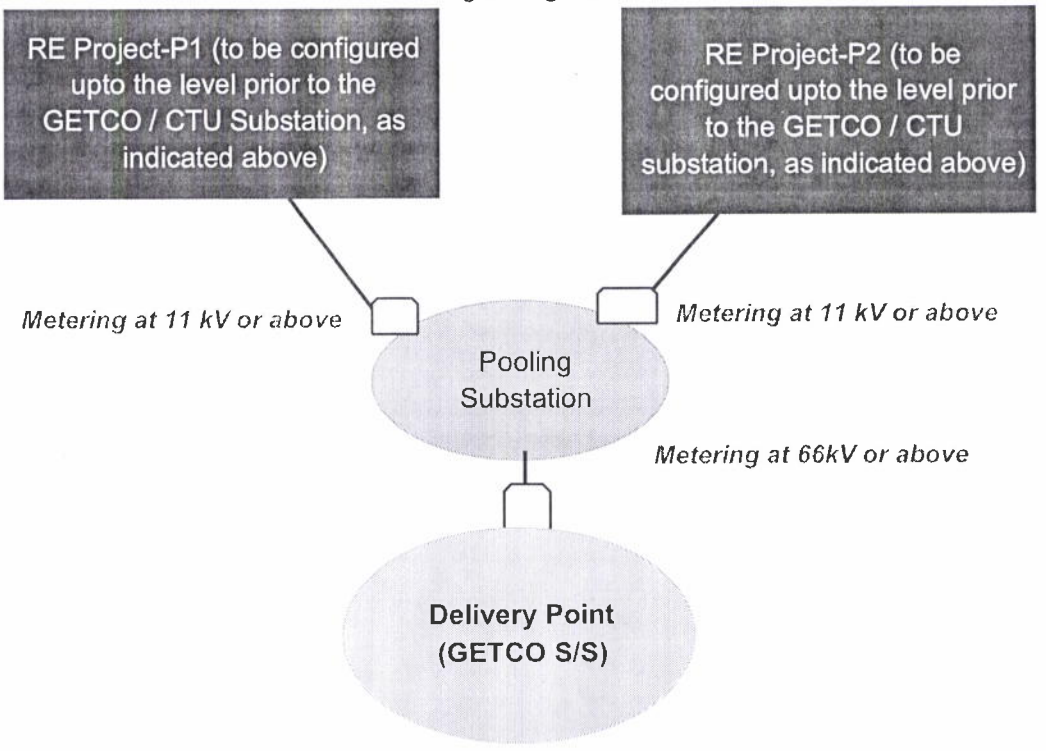


Option 2: It may be noted that sub-pooling of wind and solar power from the respective components may also be achieved on 'cluster-basis', prior to the Delivery Point, i.e., there can be more than one Sub-pooling Substations, pooling multiple smaller groups of solar and wind components, where hybridization of power takes place. However, any such hybridization of power shall mandatorily be achieved prior to injection of power into the Delivery Point. Further, at each Sub-pooling Substation, individual meters accounting

energy injected from solar and wind power components are required. One of such combinations is proposed as follows:



It is reiterated that the 'sub-pooling station' as indicated in Option-1 above, is different than the Pooling Substation as defined in Section-2 of the RfS. The Pooling Sub-Station as defined in the RfS shall construe the following configuration:



The Hybrid Project Developers shall strictly follow the configurations only from the options provided above. Configurations deviating from the above may be liable to be rejected by GUVNL/ GETCO / Load Dispatch Centre at the time of commissioning.

Hybridization of energy with ESS: With respect to hybridization of renewable energy with the energy from the ESS, it may be noted that the HPD has the flexibility to design

the system as per its convenience, subject to the condition that the hybridization with ESS shall take place prior to the Metering point.

Any changes in the Project configuration will be allowed only up to signing of PPA, and the Project configuration shall remain unchanged thereafter.

4.8.10 The maintenance of Transmission system up to the Delivery / Inter-connection Point shall be the responsibility of the HPD, to be undertaken entirely at its cost and expense.

4.8.11 The arrangement of connectivity shall be made by the HPD through a dedicated transmission line upto the Delivery / Interconnection Point. The entire cost of transmission including cost of construction of line, wheeling & transmission charges and losses, WRLDC / SLDC/Scheduling charges, SOC, MOC maintenance, losses etc. and any other charges from the Project upto and including at the Delivery Point will be borne by the HPD. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU / GETCO substation through a common transmission line subject to the following conditions;

a) Acceptance of such an arrangement by GECTO / CTU.
b) The meters for each project at pooling substation are sealed by STU/ CTU/ Discom/ SLDC / WRLDC.
c) The energy accounts are divided and clearly demarcated for the power generated at the project and are issued by the STU/SLDC concerned.
d) In case of Pooling substation, losses in the transmission line between the Pooling substation and the CTU / GETCO substation shall be apportioned among the HPDs who share such a Pooling arrangement, based on their monthly generation.

For the purpose of pooling of two or more Projects for CTU connectivity, the HPDs shall on mutatis mutandis basis adhere to the detailed Connectivity Procedure as issued by CERC as amended from time to time. For connectivity with STU, the developers shall follow the procedure stipulated by GETCO.

4.8.12 The HPD shall comply with CERC/GERC regulations on Forecasting, Scheduling and Deviation Settlement Mechanism as applicable and are responsible for all liabilities related to Connectivity. In case of absence of regulations specific to Projects, the above regulations will be adhered to, separately for Wind and Solar Project components.

4.8.13 Reactive power charges and charges against power drawn from grid as per CERC / GERC regulations, as applicable, shall be payable by HPD as per provisions of PPA.

4.8.14 Metering arrangement of each project shall have to be adhered to in line with relevant clauses of the PPA and applicable regulations.

4.8.15 GUVNL will be responsible for all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point.

4.8.16 The responsibility of getting GETCO / CTU connectivity and Long Term Open Access (LTA) in case of CTU connectivity shall entirely be with the HPD and shall be at the cost of the HPD. In this regard, the HPD shall be required to follow the detailed Connectivity Procedure as issued by GERC / CERC and amended from time to time. The HPDs shall be required to apply for connectivity at the identified substations as per clause 1.2.2 of this RfS document.

The Generator shall comply with the complete application formalities as per the Connectivity Procedure.

4.9 Clearances Required from the State Government and other Local Bodies

4.9.1 The Hybrid Power Developers at their own cost and responsibility are required to obtain necessary clearances and permits as required for setting up the Solar Power Projects and / or Wind Power Projects including but not limited to the following:

a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
b. Forest Clearance (if applicable) for the land for the Project.
c. Approval for water from the concerned authority (if applicable) required for the Project.
d. Any other clearances as may be legally required, in order to establish and operate the Project.
e. The Bidders are required to obtain necessary clearances and permits as required for setting up the Wind Power Project in case of Combination A and C including Clearance from Airport Authority of India (If applicable), MoD clearance (Bidders setting up projects in vicinity of Air Force bases/aerodromes are advised to apply for necessary MoD clearances within 30 days of Effective Date of PPA), No objection Certificate from Ministry of Defense (If applicable).

4.9.2 The above clearances, as applicable for the Project, shall be required to be submitted to GEDA prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the HPD shall submit an undertaking in this regard, and it shall be deemed that the HPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the HPD.

Note: The HPD shall apply for all the necessary approvals, permits and clearances not later than 3 months from the issuance of LOI, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the HPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

HPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary MoD clearances within 30 days of Effective Date of PPAs, if applicable.

4.10 POWER GENERATION BY HYBRID POWER DEVELOPER

4.10.1 CRITERIA FOR GENERATION

The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the HPDs will be allowed to revise the same once within first three years after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than the percentage CUF mentioned in the PPA.

Note: Out of the generated energy, the HPD shall supply energy corresponding to a minimum amount of 3000 kWh per MW of the Contracted Capacity, on daily basis during Peak Hours, as per the schedule provided by the SLDC. The requirement of electricity supply during Peak Hours is to be mandatorily met on a day-to-day basis, and shall be monitored on a monthly basis.

It shall be the responsibility of the HPD, entirely at its cost and expense to install such number of project components and associated equipment (including arrangement of extra land for such installation),as may be necessary to achieve the required CUF, and for this purpose HPD shall make its own study and investigation of the GHI and other factors prevalent in the area which have implication on the quantum of generation. HPD shall maintain generation so as to achieve annual CUF within the range of CUF mentioned in the PPA 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 HPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year. In case of Wind-Solar Hybrid Power Project, the GUVNL to use the power for fulfillment of solar and non-solar RPO in the proportion of rated capacity of solar and wind power in the hybrid project respectively.

4.10.2 SCHEDULING AND OFFTAKE OF ENERGY DURING PEAK HOURS

i. The generated energy shall be dispatched through scheduling of power in both Peak and Off-Peak hours. It is mandated to deliver the 3000 kWh of energy per MW rated Project capacity of the project in AC terms, during Peak Hours as per the schedule given by GUVNL / SLDC (i.e 100 MW of project capacity shall supply 300,000 kWh of energy during Peak Hours). Reconciliation of the same shall be carried out on a monthly basis. Modifications in the metering arrangement on account of the same, if any, shall be under the scope of the HPD, at its own risk and cost.

ii. The HPD may supply the required energy during Peak Hours either from the stored energy in the ESS or from any RE generation available during the Peak Hours.

iii. GUVNL will mandatorily off-take the specified 300 MWh for each 100MW capacity during Peak Hours at the Peak Tariff discovered in the e RA and SLDC shall schedule the same accordingly.

iv. The complete energy supplied by the HPD during Off-Peak Hours will be at the pre fixed tariff of Rs 2.29/kWh.

v. The discharge of mandated supply of energy during Peak Hours shall be governed by Schedule issued by SLDC based on the demand pattern of the Gujarat State . It is clarified that power supply from the Project will be off-taken by GUVNL on a "must-run" basis, for the 24-hour period of the day. However, for each 100 MW of Contracted Capacity, as per the PPA, GUVNL shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to six nos. of 1-hour blocks, at the Peak Tariff. The off-take of power at Peak Tariff shall be limited to 50 MW for each 1-hr block during the Peak Hours, subject to the flexibility in the upper limit as per Clause 4.10.4 below. However, energy exceeding the above limits supplied during the Peak Hours will be off-taken by GUVNL at Off-Peak Tariff.

The discharge cycle corresponding to offtake of stored energy may vary as per requirements of GUVNL / SLDC, only as per the following breakup:

Discharge hours during morning Peak Hours, between (& including) 06:00 hrs (with a ±30 minutes variation) up to 09:00 hrs(with a ±30 minutes variation)	Discharge hours during evening Peak Hours, between (& including) 18:01 hrs (with a ±30 minutes variation) up to 24:00 hrs (with a ±30 minutes variation)	Total discharge hours
2	4	6

In other words, GUVNL / SLDC shall mandatorily off-take Peak Power by choosing 4 hours from the evening Peak Hours and 2 hours from the morning Peak Hours. Further, a variation of ±30 minutes in the deadlines of morning and evening peak hours is also allowed in making that choice by GUVNL / SLDC.

During the 6 nos. of 1-hr blocks as selected by GUVNL / SLDC, in case of power being supplied in excess of 50 MW in any of the 1-hr blocks (for each Contracted Capacity of 100 MW), such power will be off-taken @ Off-Peak Tariff.

Further, for every 100 MW Contracted Capacity, supply of power below 50 MW, during any 1-hr block in the 6 nos. of 1-hr block as identified by the GUVNL / SLDC, will be counted as shortfall in supply of Peak Power, as per Clause 4.10.3 below.

vi. GUVNL / SLDC shall intimate its choice of Peak Hours to HPD on a day ahead basis, which will be deemed to be have been accepted by the HPD for supply of Peak Power. GUVNL shall mandatorily off take such power as scheduled by the HPD.
In case GUVNL / SLDC fails to intimate its choice of Peak Hours for a particular day or chooses less than 6 hours for Peak Power supply, the HPD shall be free to choose such Peak Hours in line with Clause 4.10.2 vi of the RfS, as per its own

discretion, and shall intimate such choice to GUVNL / SLDC on day-ahead basis. Energy accounting will be done based on the scheduling done by the HPD, at the respective Peak and Off-Peak PPA tariffs.

vii. It is clarified that grid charging of the ESS will not be allowed under this RfS.

4.10.3 SHORTFALL IN GENERATION

i. If for any Contract Year, it is found that the HPD 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 HPD, on account of reasons primarily attributable to the HPD, such shortfall in performance shall make the HPD liable to pay the compensation provided in the PPA as payable to GUVNL. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.

ii. The amount of such compensation will be calculated in accordance with the terms of the PPA. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with GUVNL affecting supply of power by HPD.

iii. The computation of compensation for shortfall provided is only a measure of damage and it shall not be construed that the compensation is payable by HPD only if GUVNL is required to pay compensation for not meeting of RPO or the HPD shall be required to prove or establish such payment of compensation for not meeting the RPO.

iv. Shortfall in supply of Peak Power: In case of any shortfall in supply of Power during the Peak Hours as notified by SLDC, from the mandated supply of energy (i.e. 300 MWh for 100 MW capacity), the HPD shall pay a compensation corresponding to the energy shortfall, calculated at the Peak Tariff. Such shortfall shall be permissible upto 20% below the energy commitment during the Peak Hours on a monthly basis without any compensation. For the purpose of calculation of shortfall in energy supplied during Peak Hours, a 'month' shall be the billing month as defined in the PPA. For e.g. in case of a 100 MW Project Capacity, the above monthly minimum limit of energy supply during Peak Hours will be (240 MWh x no. of days in the billing month). Calculation for shortfall shall be done on part of a month basis in case of commissioning during a given month. The compensation for shortfall in supply of peak power specified herein shall be in addition to the other compensation provided in this RfS.

v. HPD shall agree that the methodology specified hereinabove and elsewhere in this RFS or in the PPA for calculation of liquidated damages payable by the HPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by GUVNL. HPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre estimate of the

damages that may be suffered by GUVNL in each case specified under this Agreement.

vi. While calculating shortfall in energy with respect to the energy declared under Clause 4.10.1 above, the shortfall in supply of Peak Power as elaborated at Sl. iv above, will be adjusted againf5st the annual energy reconciliation for the Project. For e.g. considering a Project with minimum annual energy to be supplied by the HPD as per Clause 4.10.1 being 10,00,000 MUs, and the annual energy supplied during the Contract year being 8,00,000 MUs. Further, based on monthly reconciliation, the annual shortfall in supply of Peak Power amounts to 1,00,000 MUs, in line with iv above. Thus, the net compensation payable by the HPD on account of shortfall in supply of energy on an annual basis will be Rs. [(10,00,000-(8,00,000+1,00,000))x(rate as per schedule 4 of PPA)]

vii. However, this compensation shall not be applicable to the extent of shortfall on account of events of Force Majeure identified under the PPA with GUVNL, affecting supply of power by the HPD.

4.10.4 EXCESS GENERATION

Any excess generation over and above the declared annual CUF may be purchased by GUVNL at its discretion {without any obligation to do so} as per PPA. The HPD shall inform at least 30 days in advance of such excess generation to GUVNL, to enable GUVNL take necessary actions for sale / consumption of this excess generated energy. GUVNL shall be required to intimate its approval/refusal to the HPD, for buying such excess generation not later than 15 days of receiving the above offer from the HPD. In the event the offer of the HPD is not accepted by GUVNL within the said period of 15 days, such right shall cease to exist and the HPD, at its sole discretion, may sell such excess power to any third party.

While the HPD would be free to install DC solar field and wind turbines as per his design of required output, including his requirement of auxiliary consumption, HPD will not be allowed to sell any excess power to any other entity other than GUVNL (unless refused by GUVNL).

Supply of excess energy during Peak Hours:
The HPD shall be allowed to supply excess energy over and above the mandated energy requirement upto a limit of 20% in excess of the mandated energy requirement, on a monthly basis. For e.g.: in case of a 100 MW Project Capacity, the HPD shall be allowed to supply energy upto a maximum limit of (360 MWh x no. of days in the billing month), at the Peak Tariff, on a monthly basis. Any excess energy supplied over and above the above limit shall be procured by the GUVNL @ Off-Peak Tariff, i.e. Rs 2.29/kWh margin, to be reconciled on a monthly basis.

Illustration: An example to illustrate the computation of excess and shortfall in energy supplied during Peak Hours as per this Clause and Clause 4.10.4 above is provided below:

Considering a single day's Peak Power supply data as follows (Peak Tariff = Rs. 4.50/kWh):

Notified Peak Hour-block (Day 1)	Energy supplied (MWh)	Notified Peak Hour-block (Day 2)	Power supplied (MW)
Hour 1	50	Hour 1	50
Hour 2	57.5	Hour 2	57.5
Hour 3	60	Hour 3	60
Hour 4	30	Hour 4	80
Hour 5	40	Hour 5	50
Hour 6	10	Hour 6	50

Total energy supplied in the notified Peak Hours (Day 1): 247.5 MWh.
Total energy supplied in the notified Peak Hours (Day 2): 347.5 MWh.

Calculation of compensation due to shortfall in supply of Peak Power

In case of shortfall in supply of Peak Power, the hourly supply will be measured against the reference value, i.e. 50 MWh. Only negative deviations will be considered for calculation of shortfall in this regard.

Thus, for Day 1, the deviation from reference of 50 MWh is as follow:

Notified Peak Hour-block (Day 1)	Energy supplied (MWh)	Deviation from 50 MWh
Hour 1	50	0
Hour 2	57.5	0
Hour 3	60	0
Hour 4	30	-20
Hour 5	40	-10
Hour 6	10	-40
Total deviation		-70

The total deviation from reference is (-) 70 MWh, for Day 1, while the deviation allowed for Day 1 is (300-240) MWh, i.e. (-) 60 MWh. Thus, shortfall in Peak Power supply for Day 1 is (70-60) MWh = 10 MWh. Thus, compensation payable by the HPD against such shortfall in Peak Power supply = Rs. (4.50 x 10)x1000 = Rs. 45,000/-

The similar methodology will be followed for all the days in the concerned billing month, with total deviation calculated for 180 hours in a month (consisting of 30 days), being matched against the reference value of 50 MWh x30, i.e 1500 MWh. It is reiterated that only negative deviations from 1500 MWh will be considered for reconciliation on the monthly basis.

It is clarified that for the sole purpose of payment of Peak Tariff, the total supply of Peak Power within the upper limit of (360 MWh x no. of days in the billing month) and lower limit of (240 MWh x no. of days in the billing month), will be considered, on a monthly basis.

In line with the principle applicable for treatment of annual shortfall in energy supply with respect to limits as per Clause 4.10.3 above, the excess energy supplied during the Peak Hours will be adjusted against the excess energy supplied over and above the annual limit as per Clause 4.10.1, for payment at the Off-Peak Tariff.

In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the HPD will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.

4.10.5 OFFTAKE CONSTRAINTS DUE TO TRANSMISSION INFRASTRUCTURE/ GRID UNAVAILABILITY, BACKDOWN & CONSEQUENT LOWER DISCHARGE OF STORED ENERGY

A. ***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 HPD, 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 (as per PPA) 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 HPD in the succeeding 3 (three) Contract Years, shall be procured by GUVNL as per PPA 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.

B. ***Compensation in offtake constraint due to Grid Unavailability beyond Delivery Point:*** During the operation of the project, there can be some periods where the project can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Hybrid Power Developer. In such cases the generation compensation shall be addressed by GUVNL as per provisions of PPA:

C. ***Offtake Constraints due to Backdown***: The Hybrid Power Developer and GUVNL shall follow the forecasting and scheduling process as per the regulations in this regard by the GERC / CERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of "must-run" to renewable power projects. Accordingly, no RE 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 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 provided in the PPA.

Note: Notwithstanding anything mentioned above, the provisions of Clause 4.10.5 above shall be applicable subject to the acceptance of the same by GUVNL.

4.11 EARNEST MONEY DEPOSIT (EMD)

4.11.1 Earnest Money Deposit (EMD) of INR 10,00,000/ MW in the form of Bank Guarantee according to Format 8.3A and valid for 06 months (claim period upto 7 months) from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium.In the event of encashment of EMD, the encashed amount shall include all applicable taxes. The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

4.11.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks listed at Annexure-C in favor of GUVNL.

4.11.3 GUVNL has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by GUVNL in terms of the guarantee as in the case of appropriation of the cash deposit lying with GUVNL.

4.12 PERFORMANCE BANK GUARANTEE (PBG)

4.12.1 Bidders selected by GUVNL based on this RfS shall submit Performance Guarantee for a value @ INR 25 Lakh/ MW within 30 days of issuance of Letter of Intent (LoI) or before signing of PPA, whichever is earlier. 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 8.3B issued in favor of GUVNL, for a value @ Rs 25 Lakh/MW with a validity period at least upto 6 months from Scheduled Commercial Operation Date with claim period at least 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. Non submission of PBG within the above mentioned timelines shall be the sufficient ground for encashment of EMD.

4.12.2 (not used)

4.12.3 (not used)

4.12.4 (not used)

4.12.5 (not used)

4.12.6 The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Annexure - C to GUVNL.

4.12.7 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.

Note: The PBGs are required to be arranged and furnished by the entity signing the PPA. In case of the PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be arranged and furnished by the successful bidder within the above prescribed timeline, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing the PPA.

4.12.8 (not used)

4.12.9 The format of the Bank Guarantees prescribed in the Formats 8.3 A (EMD) and 8.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall be liable for rejection of the EMD/ PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA may not be signed by GUVNL.

GUVNL has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by GUVNL in terms of the guarantee as in the case of appropriation of the cash deposit lying with GUVNL.

4.12.10 The Bidder for the Project selected based on this RfS to whom LoI is required to sign PPA with GUVNL within 30 Days after the issue of LoI. In case, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause No. 4.14, Section-4, Instructions to Bidders (ITB) of RfS 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 equivalent to the amount of the EMD shall be encahsed by GUVNL from the Bank Guarantee available with GUVNL (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

4.12.11 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

4.12.12 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/HPDs..

4.12.13 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.

4.12.14 After the bidding process is over, GUVNL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders / unsuccessful capacity within 15 days after the completion of e-Reverse Auction. The PBG of HPDs shall be returned to them, after successful commissioning of their projects as per Terms of PPA within 45 days after taking into account any liquidated damages due to delays in commissioning as per Clause No. 4.16, Section-4, Instructions to Bidders (ITB) of RfS.

4.13 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 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 as per Clause No. 4.14, Section-4, Instructions to Bidders (ITB) of RfS or does not execute the PPA within the stipulated time period;

iii If after issuance of LoI, it is found that the documents furnished by the bidders as part of response to 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 Clause No. 4.12, Section-4, Instructions to Bidders (ITB) of RfS documents;

4.14 POWER PURCHASE AGREEMENT (PPA)

4.14.1 GUVNL may enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard Draft Power Purchase Agreement to be executed between GUVNL and the selected HPD will be made available on website of ISN-ETS *https://www.bharat-electronictender.com* and also on GUVNL website **www.guvnl.com** The PPA may be signed within 30 (Thirty) days from the date of issue of LoI. The PPA will be executed between GUVNL and selected bidder or its SPV for each Project. The PPA shall be valid for a period of 25 years as per provisions of PPA.

Note: PPA will be executed between GUVNL and the HPD as per the breakup of the cumulative Project capacity awarded to the Bidder. **The HPD shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 8.1), which may be changed by the HPD subsequent to issuance of LOI upto the date as on 30 days from issuance of LOI. In case of Wind-Solar Hybrid Projects, for an individual Project, any modification in the rated capacities of wind and solar components in the Project, shall be intimated to GUVNL within 30 days of issuance of LOI. Both the above parameters will remain unchanged, thereafter.** The PPA will remain in force for a period of 25 yearsfrom the SCOD or from the date of full commissioning of the projects, whichever is earlier.

4.14.2 The Performance Bank Guarantee as per Clause 4.12 above shall be arranged and submitted by the HPD prior to signing of PPA. Before signing of PPA between GUVNL and the HPDs, GUVNL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage it is found that the documents furnished by the HPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

4.14.3 Successful bidders will have to submit the required documents to GUVNL within 25 days from the issue of LoI. In case of delay in submission of documents beyond the 25 days as mentioned above, GUVNLshall not be liable for delay in verification of documents and subsequent delay in signing of PPA. The Effective Date of the PPA shall be the date of signing of PPA.

4.14.4 The HPDs will be free to reconfigure and repower the project at their own risk and cost from time to time during the PPA duration. However, GUVNLwill be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) as per the respective guidelines. Provided that the HPD shall be allowed to be revise the CUF% once within first three years of COD of the full project capacity.

4.14.5 Any extension of the PPA period beyond 25 years shall be through mutual agreement between the HPD and GUVNL.

4.15 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS AND LAND ARRANGEMENTS

4.15.1 fFINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS

(i) The Projects shall achieve Financial Closure within the period mentioned in the Power Purchase Agreement (PPA).

(ii) At the stage of financial closure, the HPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the HPD shall submit a certificate/necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.

(iii) DPR & Technology Tie-up: At this stage, the HPD shall also submit the Detailed Project Report (DPR) for the Project, indicating HPD's plans to meet the quoted CUF and power delivery obligations. The HPD shall also demonstrate the technology tie-ups for major equipment, such as solar PV modules, Inverters, wind turbines, ESS component, as per the DPR for the Project.

(iv) In case of default in achieving above condition as may be applicable within the stipulated time, GUVNL shall be entitled to encash Performance Bank Guarantees and shall remove the Project from the list of the selected Projects, unless the delay is caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of HPD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have any impact on the obligation of HPD to achieve commissioning by the Scheduled Commissioning Date of the Project. The amount of Rs. 1,000/MW/day shall be paid by the HPDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the HPD. In case of the HPD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the HPD shall be returned by GUVNL. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the HPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

(v) The HPD 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.

4.15.2 LAND ARRANGEMENTS

The bidder shall identify 100% of the land for the project at the time of bid submission and the HPD shall demonstrate clear possession and right to use 100% of the land

identified for the Project, on or before the SCOD of the Project. In this regard, the HPD shall be required to furnish documents/lease agreements to establish possession and **right to use 100%** of the required land in the name of the HPD for a period not less than the complete term of the PPA. The non availability of Government Land/ Revenue Land shall not be considered as force majeure or otherwise release the HPD from the due performance of the obligations. The HPD acknowledges that commissioning / part commissioning of the project will not be declared until the HPD demonstrates possession of land, in addition to the other conditions as established by GEDA. For part commissioning, portion of land on which the part of the project is commissioned should be with the HPD.

In case of leasing of Government land, state regulations regarding tenure of lease agreement shall be applicable. In both cases where the lease agreements are for a period shorter than the PPA Term, solely on account of applicable State Governmental regulations, the HPD shall be required to submit an undertaking that the lease agreements shall be appropriately extended in line with the Term of the PPA, when required. 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 HPD. Further, in case of sub-leasing of land from an entity other than the Government, the lessor and lessee shall submit letters in their respective letterheads addressed to each another, confirming handing over and taking over the said land parcel(s), respectively.

The above data shall be submitted along with a sworn affidavit from the authorized signatory of the HPD listing the details of the land and certifying that total land required for the Project is under clear possession of the HPD, on or before the SCOD to GEDA.

It is further to be noted that part/full commissioning of the Project will not be allowed until demonstration of land possession for the corresponding capacity being commissioned.

4.16 Commissioning and compensation for delay in commissioning

The Commissioning of the Project shall be carried out by the HPD in line with the **Commissioning Procedure at Annexure-A and Appendix-A-1**. 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). 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, 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 to GEDA. 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 to GEDA. Commissioning / part commissioning of the project will not be declared until the HPD demonstrates possession of land, in addition to the other conditions as established by GEDA. For part commissioning, portion of land on which the part of the project is commissioned should be with the HPD.

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. 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.

a) **PART COMMISSIONING**

Part commissioning of the Project shall be accepted by GUVNL as per terms of the PPA, subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) commissioning, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned, shall be as per schedule 4 of the PPA.
For example, a wind-solar hybrid project with ESS of 70 MW may be commissioned in 2 parts: First being a part capacity of 50 MW and the remaining part capacity being 20 MW.

Similarly, part commissioning of such project of 110 MW capacity shall be done as follows: 1st part capacity=50 MW, 2nd part capacity=50 MW and 3rd part capacity=10 MW.

In case of part commissioning of the Wind-Solar Hybrid Power Projects, it shall be mandatory to demonstrate commissioning of one component (either wind or solar) having capacity equal to atleast 33% of the project capacity of the other component being commissioned, otherwise the project shall not be demonstrated as part-commissioned. It other words, it is clarified that commissioning of a single component or having a composition lower than the above required percentage, shall not construe part commissioning of the Hybrid Project.

In case of part-commissioning of the Wind Project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the WPD prior to declaration of commissioning of the said part capacity. Part commissioning of the project will not be declared until the HPD demonstrates possession of land, in addition to the other conditions as established by GEDA. For part commissioning, portion of land on which the part of the project is commissioned should be with the HPD

In all cases, the SCOD will not get altered due to part commissioning. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 (twenty five) years as per the provisions of PPA.

b) **COMMISSIONING SCHEDULE AND LIQUIDATED DAMAGES NOT AMOUNTING TO PENALTY FOR DELAY IN COMMISSIONING**

i. The Project shall be fully commissioned on or before the Scheduled Commercial Operation Date (SCOD). In this regard, a duly constituted committee by GEDA will physically inspect and certify successful commissioning of the Project.

ii. The extension in commissioning and liquidated damages shall be governed as per the provisions of PPA.

iii. 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

iv. 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 13.3.1 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

v. It is to be noted that commissioning / part commissioning of the Project will not be declared until the project developer demonstrates possession of land in line with Clause 4.15.2 above, in addition to the other conditions as per the Commissioning Procedure enclosed at Appendix-A-1. For part-commissioning, portion of land on which the part of the project is commissioned should be under clear possession of the HPD in accordance with clause 4.15.2.

vi. In case of delay in commissioning of the Project due to Force Majeure, GUVNL may extend the SCOD after examining the issue on a case-to-case basis in terms of the PPA and on receiving timely notice from the HPD.

c) **DELAY IN COMMISSIONING ON ACCOUNT OF DELAY IN LTA OPERATIONALIZATION**

The HPD shall apply due diligence while identifying the GETCO / CTU substations and applying for connectivity, with reference to bay availability and/or timelines of commissioning of planned GETCO / CTU infrastructure as well as physical progress of the sub-station works. GUVNL does not assume any responsibility in this above mentioned process of ascertaining availability at the GETCO / CTU substations and grant of connectivity. The delay in commissioning of the sub-station will not be a ground for extension in the project timelines.

It is clarified that the delay in regard to ISTS network or CTU for any reason whatsoever including on the aspects mentioned above up to the Delivery Point in case the Bidder opts for such connectivity through Inter State network shall be entirely to the account of

the Bidder and shall not be considered as beyond the control of the HPD or as Force Majeure events for the purpose of the PPA.

d) **EARLY COMMISSIONING**

The HPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD subject to availability of transmission connectivity and Long Term/Medium Term/Short Term Access. In cases of early part-commissioning, the Generator will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. GUVNL shall provide refusal within 30 (thirty) days from the receipt of the request, beyond which it would be considered as deemed refusal. Further, in cases of early part-commissioning, till the SCOD, GUVNL may, at its discretion agrees to purchase the generation as per provisions of PPA. However, in case the entire capacity is commissioned prior to the scheduled commissioning date, GUVNL may at its discretion, agree to purchase the generation at the PPA Tariff. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of GUVNL.

4.17 COMMERCIAL OPERATION DATE (COD)

Commercial Operation Date (COD) shall be the date certified by GEDA on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. Successful Bidders shall have to provide a written notice to GUVNL at least 10 days in advance for the same. The 25-year tenure of PPA shall be as per the provisions of PPA. The following milestone dates may therefore be observed and may fall on separate dates

(a) ***Interconnection with Grid:*** This may be provided by the STU/ CTU/ Discom on the request of the project developer, even if the project is only partially ready to facilitate testing and allow flow of power generated into the grid for testing.

(b) ***Commissioning of the Project:*** This will be on a date, when the project meets the criteria defined for project commissioning by GEDA. GEDA being State Nodal Agency is authorized to declare the project commissioned on site.

4.18 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

4.18.1 The Bidder shall provide complete information in their bid in reference to this RfS about the Promoters and upon issuance of LoI, the HPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with GUVNL.

4.18.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

1. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.

2. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
3. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
4. Transfer of shares within the members of Promoter Group.
5. Transfer of shares to IEPF.
6. Issue of Bonus Shares.

4.18.3 In case of Project being executed through SPVs: The Selected Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD, except with the prior approval of GUVNL. In the event the selected 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 01(one) year after COD, except with the prior approval of GUVNL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

4.18.4 In case of the selected Bidder itself executing the PPA, it shall ensure that its promotors shall not cede control (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), till 01 (one) year after the COD, except with the prior approval of GUVNL. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

4.18.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 year after COD.

4.18.6 Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to GUVNL. Transfer of controlling shareholding of the company developing the project 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.

4.18.7 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 INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to GUVNL.

4.19 STRUCTURING OF THE BID SELECTION PROCESS

4.19.1 Single stage, Double Envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 4.23, Section-4, Instructions to Bidders (ITB) of RfS.

4.19.2 Aggregate capacity offered under this RfS is 500 MW with ESS. For each project, Minimum Project size shall be 25 MW in case of Combination A and 50 MW in case of Combinations B & C and the maximum size shall be 500 MW. The Bidders may submit their proposals accordingly. The proposals may be enclosed in the same envelope in the manner described in Clause No. 4.23, Section-4, Instructions to Bidders (ITB) of RfS.

4.20 INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS INRESPONSE 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 are stated at Annexure - D

Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 8.1**

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 8.2**

   In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Earnest Money Deposit (EMD) in the form as per **Format 8.3 A.**

4. **Performance Guarantee** (to be submitted before signing of PPA as specified in (Section 4.12) in the form asper **Format 8.3B**.

5. Board Resolutions, as per prescribed formats enclosed as per **Format 8.4** 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 and to sign the PPA with 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 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) 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 C.1 (b), Section 5 of RFS.

6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 8.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

7. Format for Financial Requirements as per **Format 8.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

8. Undertaking regarding no willful default and no major litigation pending as per **Format 8.7.**

9. A disclosure statement as per **Format 8.8** regarding participation of any related companies in the bidding process.

10. Format for Technical Criteria as per **Format 8.9** (to be filled out separately for each Project) in line with Clause No. 4.15, Section-4, Instructions to Bidders (ITB) of RfS.

11. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 8.10** and in accordance with MNRE's Approved List and Manufacturers of Solar PV (Requirements for Compulsory Registration) Order, 2019 and List(s) there under and Revised List of Models and Manufacturers (RLMM) of Wind Turbines prepared by MNRE as amended from time to time prior to actual commissioning of the Project (to be filled out separately for each Project).

12. *Attachments*

a. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which

highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar/ Wind Power plant development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.

- Undertaking with regards to clause A8 in Section-5.

b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.

c. 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. 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.

d. Certified copies of annual audited accounts for the last financial year ending on 31.03.2022 or 31.12.2022 as applicable or as on the date at least 7 days prior to the bid submission deadline, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements (if applicable), shall be required to be submitted.

e. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

4.21 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

4.21.1 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.

4.21.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause No. 4.14, Section-4, Instructions to Bidders, ITB of RfS.

4.21.3 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.

4.21.4 If the event specified at 4.21.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

4.21.5 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 Clause no. 4.11, Section-4, Instructions to Bidders (ITB) of RfS.

4.21.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA and PSA) submitted online must be digitally signed by the person authorized by the Board as per Format 8.4 as there are provisions regarding same on the portal.

4.21.7 The response to RfS shall be submitted as mentioned in Clause No. 4.21, Section-4, Instructions to Bidders (ITB) of RfS. 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.

4.21.8 The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted to GUVNL as per Section 4.23 (A).

4.21.9 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.

4.21.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

4.21.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by GUVNL.

4.21.12 Response to RfS not submitted in the specified formats will be liable for rejection by GUVNL.

4.21.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

4.21.14 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.

4.21.15 The Gujarat Electricity Regulatory Commission shall be the Appropriate Commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between HPD and GUVNL. Subject to the above, only Gujarat Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

4.21.16 All the financial transactions other than transactions for purchase / sale of power to be made with GUVNL including success charges, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

4.22 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 the requisite cost of RfS and/or processing fee as mentioned in the Bid Information Sheet.

(b) Non-submission or partial 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 4.23 by due date and time of bid submission;

(f) Non-submission of Original Bank Guarantee and/or DDs against Cost of RfS Document and/or DDs against bid processing fee.

(g) Any indication of tariff in any part of response to the RfS, other than in the financial bid;

(h) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;

(i) Bidder or any of its Affiliates whose credentials are used is a willful defaulter to any lender

(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.

In any of the above cases, the bid shall be treated as non-responsive and liable to be rejected. Further, in case of (b), such bidder will be liable to be debarred from participating in any of the tenders issued by GUVNL, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

4.23 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 Envelope containing 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 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 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 8.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder.
- Covering Letter as per Format-8.1,
- Power of Attorney as per Format 8.2 (if applicable),
- Board Resolution as per Format 8.4
- Consortium Agreement as per Format 8.5 (if applicable)
- Letter for Disclosure, as per Format 8.8
- Undertaking for commitment to Financial Closure as per format 8.6
- 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:

Response to RfS for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected RE Projects with assured peak power supply through Energy Storage System (ESS)to be setup in Gujarat (Phase XV)

Capacity of Project ***MW***

RfS Reference No.	***RfS No. GUVNL / 500 MW / RE with ESS (Phase XV) 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 (RE &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 bid online and fails to submit the Bank Guarantee for requisite amount and/or DDs against cost of RfS Document and bid processing fee offline within 2 working days from last date of bid submission, 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.

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**whichshouldcontain 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 signatory as mentioned below.

i) Formats - 8.1, 8.2 (if applicable), 8.3 A, 8.4, 8.5 (if applicable), 8.6, 8.7, 8.8, 8.9 and 8.10 as elaborated in Clause No. 4.20, Section-4.

ii) All attachments elaborated in Clause No. 4.20, Section-4, under the sub-clause 12, Attachments with proper file names.

iii) All supporting documents regarding meeting the eligibility criteria

iv) Scanned copies of NEFT/RTGS/DD details towards Cost of RfS Document as mentioned in Bid Information Sheet.

v) Scanned copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

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):

i) Covering letter as per Format-8.11of this RfS document;

ii) Preliminary Estimate of Cost of Project as per Format 8.12

Only a single tariff, i.e. the Peak Tariff bid for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

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.

iv) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of GUVNL within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.

4.24 NOTICE BOARD FOR DISPLAY

The selected HPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of COD.

___ MW Grid Connected REProject with ____MWhr ESS, Owned and operated by
---------- (insert name of the HPD)
[Under RfS for *Setting up of 500 MW Grid Connected REProjects with assured Peak hour supply through ESS located in Gujarat*by
Gujarat Urja Vikas Nigam Limited]

Village:....., Tehsil....., District....., State.....

4.25 VALIDITY OF THE RESPONSE TO RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) 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.

4.26 BID PREPARATION COST

The Bidder shall be entirely 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.

4.27 CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

4.27.1 Clarifications/ Doubts, if any, on RfS document shall be emailed to GUVNL and may also be raised through ISN-ETS portal.

4.27.2 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 in the website **https://www.bharat-electronictender.com**and on GUVNL's website*https://www.guvnl.com*. If necessary, amendments, clarifications, elaborations shall be issued by GUVNLwhich will be notified on GUVNL/ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.

4.27.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet.

4.27.4 Enquiries may be sought by the Bidder from

Name of the Authorized Person of GUVNL:	Contact Details:
Sailaja Vachhrajani General Manager (RE & IPP)	Phone (M):+91-9879200656 E-mail: ***gmipp.guvnl@gebmail.com***
Parthik Joshi Deputy Chief Accounts Officer	Phone (M): +91-9979536445 Email: ***aocom.guvnl@gebmail.com***
Girija Dave Deputy Chief Accounts Officer	Phone (M): +91-9879131287 Email: ***aowind.guvnl@gebmail.com***

4.28 RIGHT OF GUVNLTO 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. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to GUVNL's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

4.29 POST AWARD COMPLIANCES

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/ Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of HPD. GUVNL shall not be liable for issuing any intimations/ reminders to HPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with HPD by GUVNL for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the HPD.

SECTION –5

QUALIFYING REQUIREMENTS FOR BIDDERS (QR)

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

A GENERAL ELIGIBILITY CRITERIA

A.1 Company as defined.

A.2 Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case application for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project at the time of signing of PPA. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 8.5).

A.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with atleast 76% shareholding in the SPV, before signing of PPA. 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.

In case the foreign company participating as a member of consortium, the clause no. A.7 mentioned below shall be applicable.

A.4 Not Used

A.5 Limited Liability Partnership (LLPs) are not eligible for participation.

A.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project(s) through a Special Purpose Vehicle(s) (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.

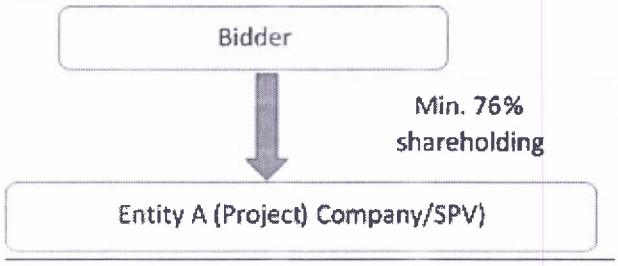
A.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to GUVNL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with GUVNL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to 1 (one) year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be

allowed after COD with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companies.

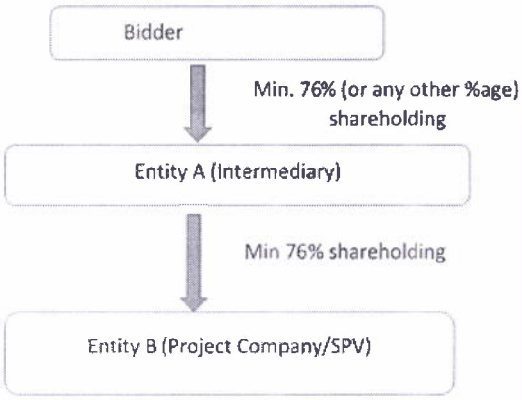
A.8 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

A9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses A.3 and A.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same

Scenario 1:



Scenario 2:



As per provisions of the RfS, only Scenario 1 will be permissible under this RfS.

B TECHNICAL ELIGIBILITY CRITERIA

B.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 8.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.

B.2 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause No. 4.15 under the sub title "Financial Closure" in Section-4, Instructions to Bidders (ITB) of RfS. The undertaking shall be submitted as per enclosed Format 8.8.

B.3 In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the Scheduled Commercial Operation Date (SCOD) of the projects will be allowed for deployment under the RfS. Detailed technical parameters for Solar PV component to be met by HPDs are at Annexure-A. The HPDs shall strictly comply with the above requirements. Further, the cells and modules used in the Projectshall be sourced only from the models and manufacturers in accordance with MNRE's Approved Models andManufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order,2019 and List(s) thereunder as amended from time to time. It is hereby clarified that leasing of Project equipment is not allowed under the RfS.

B.4 The Projects shall also comply with the criteria for power generation detailed in Clause No. 4.10 in Section-4, Instructions to Bidders (ITB) of RfS.

C FINANCIAL ELIGIBILITY CRITERIA

C.1 NET-WORTH

a. The Net Worth of the Bidder should be equal to or greater than INR 1.5 Crores per MW of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2021-22 or as on the date at least 7 days prior to the date of bid submission.
b. The net worth to be considered for the above purpose will be the cumulative networth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.
c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

C.2 (not used)

C.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 and C.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required

above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

C.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

C.5 A Company/ Consortium would be required to submit annual audited accounts for the last financial year, i.e. FY 2021-22 or provisional audited accounts in case of the bidder meeting the financial criteria as on the date at least 7 days prior to the date of bid submission, along with net worth certificate from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional audited accounts in case of the bidder meeting the financial criteria as on the date at least 7 days prior to the date of bid submission.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available, or the provisional audited accounts for the date at least 7 days prior to the date of bid submission. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

C.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

C.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause C.6 above.

C.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (Net-Worth) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 100MW, then, total Net-Worth to be met by the Consortium is Rs. 1.2 Crores x 100MW = Rs. 120 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 84 Crores and to be met by Consortium Member B would be Rs.36 Crores.

C.9 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 8.8 of the RfS. Accordingly, all the provisions of the above referred O.M. dated 23.07.2020 shall also be applicable for this tender.

SECTION - 6

BID EVALUATION AND SELECTION OF PROJECTS

6.1 BID EVALUATION

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-3, Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

6.2 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 Clause No. 4.23.A, Section-4, are received at GUVNL's office.

ii. Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.

iii. Subject to Clause No. 4.22, Section-4, Instructions to Bidders (ITB) of this RfS, 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 02 (two) days from the date of such intimation from GUVNL. All correspondence in this regard shall be made through ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. 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 of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff Bid" quoted by the bidders in the Electronic Form of Financial Bid. **It is specified that the bidders shall quote only for the 2nd part tariff, i.e. the "PeakTariff" as elaborated in the RfS document, which shall be exclusive of the 1st part tariff of Rs. 2.29/kWh**. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

Note: Reverse Auction shall be conducted only on the Peak Tariff as quoted by the Bidders. In this context, the term "tariff"in this Section shall mean "Peak Tariff".

i. Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.

ii. The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff per kWh for all the Projects applied for. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

iii. In this step, evaluation will be carried out for each Project based on tariff quoted by Bidders for the "Peak tariff".

iv. On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to 500 MW, then the procedure as elaborated in Clause No. 6.3.2 of this Section-6 shall be followed.

v. On completion of Techno-Commercial bid evaluation, if it is found that the number of qualified bidders is less than two, even after three attempts of bidding, GUVNL may at its discretion continue with the bidding process after consent of GERC. In case of two or more Bidders are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of GUVNL. Thereafter, GUVNL will take appropriate action as deemed fit.

vi. If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

vii. All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause No. 6.3.2 of this Section6.

viii. Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2.10 (Tariff in ₹/ kWh)	*L1*
B2	₹ 2.20 (Tariff in ₹/ kWh)	*L2*
B3	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B4	₹ 2.30 (Tariff in ₹/ kWh)	*L3*
B5	₹ 2.43 (Tariff in ₹/ kWh)	*L4*
B6	₹ 2.60 (Tariff in ₹/ kWh)	*L5*
B7	₹ 2.65 (Tariff in ₹/ kWh)	*L6*
B8	₹ 2.69 (Tariff in ₹/ kWh)	*L7*

6.3 REVERSE AUCTION (STEP - 3)

6.3.1 The reverse auction for each project shall be conducted through *https://www.bharat-electronictender.com* portal on the day as intimated by GUVNL to the eligible bidders.

6.3.2 The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and

S_T= Capacity of the total number of techno-commercially qualified bidders

Sk = Cumulative capacity till the 'k'th serial number bidder (**not the 'k'th rank bidder**) after ranking is done in ascending order from L1 onwards

S_m= 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 $S_M \geq S_E$)

<table>
<tr><td>S_E = (Eligible capacity for award)</td><td colspan="2">(i) In case $S_T \leq 500$ MW, $S_E = 0.8 \times S_T$

(ii) In case $S_T > 500$ MW, $S_E = 0.8 \times S_T$, subject to maximum eligible capacity being 500 MW.</td></tr>
<tr><td rowspan="3">n = {</td><td>T, if T=m or m+1</td><td rowspan="3">Where m =Total number of techno-commercially qualified bidders (after ranking is done in ascending order from L1 onwards) such that (S_{m-1} < S_E MW and $S_m \geq S_E$) and $1 \leq m \leq T$</td></tr>
<tr><td>m+(T-m)/2, if $S_m \geq S_E$ and T-m is even</td></tr>
<tr><td>m+(T-m+1)/2, if $S_m \geq S_E$ and Tm is odd</td></tr>
</table>

Total eligible Bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n.

For e.g. (Shortlisting of Bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders = S_T=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	B3	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 above formula

6.3.3 Before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause No. 6.3.2 above. The reverse auction will be conducted after opening of financial bids on the same day.

6.3.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS website of reverse auction 15 minutes before the start time of reverse auction.

i) During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.

ii) The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.

iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

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:

a. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.

b. 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 08 (eight) minutes from the scheduled / extended closing time. Such auto extension shall be affected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as follows:

(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 instance.

(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 instance.

(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 instance.

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.

6.4 SELECTION OF SUCCESSFUL BIDDERS

i. The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) and so on till the total capacity (S_E) is exhausted.

ii. The lowest quoting Bidder will be allotted its qualified project capacity and then, next higher Bidder will be allotted its qualified project capacity and so on, till the total project capacity (i.e. 500 MW) is exhausted.

iii. **Note:** The allocation of cumulative project capacity shall be closed at 500 MW. In case of the last selected Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder but greater than 50 MW, then the substation with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder (if applicable), subject to the maximum cumulative capacity not exceeding 500 MW, being awarded under the RfS.

In case the partial capacity offered to the last Bidder after completion of the eRA is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders.

In case the partial capacity offered to the last Bidder after completion of the eRA is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the 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.

iv. In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same at the end of the e-RA), 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.

In the above case, if the time of quote also become exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

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

6.5 ISSUANCE OF LoIs:

At the end of selection process, a Letter of Intent (LOI) may be issued to the successful Bidders for each Project. In case of a Consortium being selected as the successful Bidder, the LOI shall be issued to the Lead Member of the Consortium.

In all cases, GUVNL's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

SECTION –7

OTHER PROVISIONS

7.1 ROLE OF GEDA (as State Nodal Agency)

GEDA has been appointed by State Government Nodal Agency. GEDA will be facilitating and assisting the project developers in following areas.

- Registration of Projects.
- Responding to queries and problems of developers.
- Co-ordinating with State and Central Agencies.
- Certifying the Commissioning of projects after due verification of documents relating to land acquisition as per clause 4.15.2 (Land Arrangements) and connectivity with GETCO / CTU and verification of technical specifications of solar project as per **Annexure A**.

7.2 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:

i) Upon application of Connectivity as per GERC/CERC Regulations, GETCO/CTU shall coordinate with the concerned agencies for grant of connectivity and LTA.

ii) Support during commissioning of projects

SECTION –8

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

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 –5 and other submission requirements specified in the RfS

i) Format of Covering Letter (Format 8.1)
ii) Format for Power of Attorney (Format 8.2)
iii) Format for Earnest Money Deposit (EMD) (Format 8.3 A)
iv) Format for Performance Bank Guarantee (PBG) (Format 8.3 B)
v) Format for Board Resolutions (Format 8.4)
vi) Format for Consortium Agreement (Format 8.5)
vii) Format for Financial Requirement (Format 8.6)
viii) Undertaking regarding no willful default and no major litigation pending (Format 8.7)
ix) Format for Disclosure (Format 8.8)
x) Format for Technical Criteria (Format 8.9)
xi) Format for Proposed Technology Tie-up (Format 8.10)
xii) Format for submission of Financial Bid (Format 8.11)
xiii) Format for Preliminary Estimate of Cost of Solar PV Project (Format 8.11)
xiv) Technical Requirements for Grid Connected Solar PV Projects (Annexure - A)
xv) Check List for Bank Guarantees (Annexure-B)
xvi) List of Banks (Annexure-C)
xvii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
xviii) Terms & Conditions of Reverse Auction (Annexure-E)

Format 8.1

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/LeadMember of Consortium)

Ref.No. _____ Date: _____

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

_____

_____

Tel.#:
Fax#:
E-mail address#

To
General Manager (RE &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. _____ for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 500 MW grid connected RE Projects with assured Peak Power supply along with Energy Storage System (ESS) to be setup in Gujarat (Phase XV)

Dear Sir/ Madam,

We, the undersigned ..... *[insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to GUVNL, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our UltimateParent Company/ Parent Company/ Affiliate/ Group Company has submitted response toRfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS(as mentioned in Format 8.8 under Disclosure). We also confirm that we including our UltimateParent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 500 MW, including this response to RfS.

We are submitting RfS for the development of following RE Project(s): -

Project No.	Project configuration (compon	Project Capacity (MW)	Project Location (Village, Tehshil, Dist., State)	Interconnection Point Details	Proposed CUF	Project Preference

	ent rating in MW)					

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 6.4 (iii)*

1. We give our unconditional acceptance to the RfS, dated ..... *[Insert date in dd/mm/yyyy]*, standard PPA document attached thereto, addendums if any, issued by GUVNL from time to time. In token of our acceptance to the RfS and PPA documents 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 and shall be binding on us. Further, we confirm that we shall demonstrate clear possession and right to use of the land identified for the Project within the deadlines as indicated in the RfS. We also confirm that the Project shall be commissioned within the deadline as indicated in the RfS.

2. Earnest Money Deposit (EMD): - (*Please read Clause No. 4.11, Section-4, ITBcarefully before filling*)
   We have enclosed EMD of INR ..... (Insert Amount), in the form of Bank Guarantee no..... [*Insert bank guarantee number*] dated ..... [*Insert date of bank guarantee*] as per Format 8.3A from ..... [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause No. 4.11, Section-4, ITB of this RfS. The total capacity of the Solar PV Project offered by us is ..... MW and / or the Wind Power Project offered by us is ..... MW along with ESS capacity ..... [*Insert cumulative capacity proposed*].

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects, within due time as mentioned in Clause Nos. 4.12, Section-4, ITB of this RfS on issue of LoI by GUVNL for the selected Projects and/ or we are not able to sign PPA with GUVNL within 30 Days of issue of LoI by GUVNL for the selected Projects, 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 –8 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. We hereby declare that during the selection process, in the event our Project happens to be the last Project and 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.

We also unconditionally and irrevocably agree and accept that the decision made by GUVNL in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

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 and 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 Memorandum 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 Article 12 of the PPA.

8. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us 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 4.12 & 4.16 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 180 (One Hundred Eighty) 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 : .....

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 HPD's event of default under PPA and consequent provisions of PPA shall apply.

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.

Format 8.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only incase of Consortium)

(To be provided by each of the other members of the Consortium in favor of the LeadMember)

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

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.....

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: ----------

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-2, Definition of Terms of the RfS.

Format 8.3A

FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

Reference: .....

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 Project Developers for Setting up of 500 MW Grid-Connected RE Power Projects with assured Peak Power Supply along with Energy Storage System located in Gujarat (Phase XV)** of the cumulative capacity of ..... MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ 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 without demur on demand in writing from GUVNL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Insert amount not less than that derived on the basis of Rs. 10 Lakhs per MW of cumulative capacity proposed], only, on behalf of M/s _____ [Insert name of *the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____[*insert date of validity in accordance with Clause No. 4.11, Section-4, ITB 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 INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause No. 4.11, Section-4, ITB of this RfS*]. GUVNL shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause No. 4.11, Section-4, ITB 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 INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [*Date to be inserted on the basis ofClause No. 11, Section-4, ITB 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 and Address of the Bank]* __ Contact
Details of the Bank:
E-mail ID of the Bank:
Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__

Notes:

1. TheStamp Papershouldbe inthe name oftheExecuting Bankand ofappropriatevalue.
2. TheBankGuaranteeshallbeexecutedbyanyoftheBankfromtheListofBanksmentione d inAnnexure 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 8.3B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

Reference: .....
Bank Guarantee No.: .....
Date: .....

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Hybrid Power Developer') submitting the response to RfS inter alia for selection of the Project to be set up anywhere in Gujarat 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 RE Power Projects with assured Peak Power Supply along with Energy Storage System located in Gujarat (Phase XV)**, in response to the RfS no. ..... dated..... issued by Gujarat Urja Vikas Nigam Limited (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of .....[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Hybrid Power Developer and issuing Letter of Award No _____ to _____ (*Insert Name of selected Hybrid Power Developer*) as per terms of RfS and the same having been accepted by the selected HPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS and / or PPA, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Vadodara forthwith without demur on demand in writing from GUVNL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [*Insert name of the selected Hybrid Power Developer/ Project Company*]

This guarantee shall be valid and binding on this Bank up to and including ..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only).

Our Guarantee shall remain in force until..... (Insert validity date being date up to 6 months from SCOD) and GUVNL shall be entitled to invoke this Guarantee till ..... (Claim period at least 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 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 selected HybridPower Developer/ Project Company as applicable*] 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 selected Hybrid Power Developer/ Project Company, to make any claim against or any demand on the selected Hybrid Power Developer/ Project Company or to give any notice to the selected Hybrid Power Developer/ Project Company or to enforce any security held by GUVNL or to exercise, levy or enforce any distress, diligence or other process against the selected Hybrid Power Developer / Project Company.

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 INR _____ (Indian Rupees _____ 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 and Address of the Bank]* __

Contact Details of the Bank:

E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

.....

Signature
Name and Address

.....

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 8.4

FORMAT FOR BOARD RESOLUTIONS

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 No. _____ dated ___ and addendums thereto, if any, for "Setting up of 500 MW Grid Connected RE Projects with assured Peak supply along with Energy Storage System (ESS) located in Gujarat(Phase-XV)", including signing and submission of all documents and providing information / response to RfS to Gujarat Urja Vikas Nigam Limited (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 credentials of M/s_____ (Affiliate) for participating in GUVNL's RfS No. .....dated __.__.____. 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 net worth 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]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. (**To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%**)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ---------- [*Insert the name of other Members in the Consortium*] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. (***To be provided by each Member of the Bidding Consortium including Lead Member***)

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in

the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated ..... executed by the Consortium as per the provisions of the RfS. [***To be passed by the Lead Member of the Bidding Consortium***]

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 8.5

FORMAT FOR CONSORTIUM AGREEMENT

(To be Submitted Separately for each Project)

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

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 and execution of Power Purchase Agreement (in case of award), against RfS No. _____dated _____and addendum thereto if any, issued by Gujarat Urja Vikas Nigam Limited (GUVNL) a Company incorporated under the Companies Act, 1956, and having its Registered Office at Sardar Patel Vidyut Bhavan, RaceCourse Vadodara – 390 007.

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 under RfS for Setting up of 500 MW Grid-Connected RE Power projects with assured Peak Power Supply along with Energy Storage System (ESS) (Phase - XV);

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 01 (One) Year after COD.

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 HPD 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 Gujarat 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 8.6

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*
_____
_____
Tel.#: Fax#:
E-mail address#

To,
General Manager (RE &IPP)
Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007

Sub: Response to RfS No. ---------- for Selection of Hybrid Power Developers for Setting up of 500 MW Grid-Connected RE Projects with assured Peak Power Supply along with ESS(Phase-XV).

Dear Sir/ Madam,
We certify that the Bidding Company/ Member in a Bidding Consortium has a Net worth of INR ..... Crore (.....in words) as on **the end of Financial Year 2021-22/the date at least 7 days prior to the date of bid submission**(choose one).

This Net Worth has been calculated in accordance with instructions provided in Clause No. C, Section-5, Financial Eligibility Criteria of the RfS as amended.

Exhibit (i): Applicable in case of Bidding Company
For the above calculations, we have considered the **Net Worth** by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium (To be filled by each Member in a Bidding Consortium separately) Name of Member: [*Insert name of the Member*]

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

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If Any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.

Regn. No. of the CA's Firm:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

FORMAT 8.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Gujarat Urja Vikas Nigam Limited, in respect to our response to RfS No. _____dated_____, that M/s _____(insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s _____(insert name of 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.

(Name and Signature of the Authorized Signatory)

Format 8.8

FORMAT FOR DISCLOSURE

(This should be submitted on the Letter Head of the Bidding Company/ Each Member ofConsortium)DISCLOSURE

Ref.No. _____ Date: _____

From: _____*(Insert name and address of Bidding Company/ Lead Member of Consortium)*
Tel.#: Fax#:
E-mail address#

To,
General Manager (RE &IPP)
Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara-390007

Sub: Response to RfS No. _____ dated _____ for Selection of Hybrid Power Developers for Setting up of 500 MW Grid - Connected REProjects with assured peak power supply along with ESSlocated in Gujarat(Phase-XV)

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No._____ 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 C.9 of Section 5 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 LoI has been issued or PPA

has been signed, the same will be cancelled and the bank guarantees will be encashed and recoveries will be effected for the payments done.

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 8.8

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.: . .....dated .....

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

Tel.#: Fax#:

E-mail address#

To,

General Manager (RE &IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: Response to RfS No. _____ dated _____ for Selection of Hybrid Power Developers for Setting up of 500 MW Grid - Connected RE Projects with assured peak power supply along with ESS located in Gujarat (Phase-XV)

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_, 2022

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 8.9

FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member ofConsortium)

(To be Submitted Separately for each Project)

Ref.No. _____ Date: _____

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

_____

Tel.#: Fax#:

E-mail address#

To,

General Manager (RE &IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara–390007.

SubResponse to RfS No. _____ dated _____ for Selection of Hybrid Power Developers for Setting up of 500 MW Grid - Connected RE Projects with assured peak power supply along with ESS located in Gujarat (Phase-XV)

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause No. 4.15, Section-4, ITB under the title "Financial Closure" that the following details shall be furnished within **7 (Seven) / 12 (twelve) months** from Effective Date of the PPA as applicable.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.

2.0 DPR & Technology Tie-up for the Project.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RfS.

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.

Format 8.10

DECLARATION BY THE BIDDER FOR THE PROPOSEDTECHNOLOGY TIE-UP

(To be Submitted Separately for each Project)

1	Name of Bidding Company/ Lead Member of Bidding Consortium		
2	Project Location		
3	Project Capacity Proposed	..... MW	
3A	Capacity Breakup (for the purpose of LTA)i.e. Total Project capacity (AC) MW=Solar Capacity (AC)+Wind Capacity(AC)MW	Wind.....MW(AC) Solar.....MW(AC)	
5	Estimated Annual Generation of Electrical Energy from the Project		kWh
6	Brief about the Proposed Technology		
Solar	Crystalline Silicon Solar Cells and Modules		
	Concentrator PV Modules		
	Thin Film Modules		
Wind	Wind Turbine(s) Models from RLMM (Rating and model)		
ESS	Proposed ESS technology (Rating and type)		

The Bidder shall enclose the Pre-Feasibility Report along with this Format.

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.

Format 8.11

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*
_____
Tel.#: Fax#:
E-mail address#

To,
General Manager (RE &IPP)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007

Sub: Response to RfS No. _____ dated _____ for Selection of Hybrid Power Developers for Setting up of 500 MW Grid - Connected RE Projects with assured peak power supply along with ESS located in Gujarat (Phase-XV)

Dear Sir/ Madam,

I/ We, _____ (*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ our firm for _____ number of Project(s) for a cumulative capacity of ____ MW in Gujarat as Bidder for the above.

We hereby agree that the Tariff as submitted in the Financial Proposal corresponds to the 2nd part tariff of the PPA, i.e. the Peak Tariff as defined in the RfS, and will be exclusive of the 1st part tariff, i.e. the Off-Peak Tariff of Rs. 2.29/kWh, in line with provisions of the RfS. The Applicable Tariff under the PPA shall comprise both the Peak Tariff and Off-Peak Tariff.

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.

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.

Notes:

1. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as nonresponsive.*

2. *If the bidder submits the financial bid in the Electronic Form at ISN-ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as nonresponsive.*

3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*

4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in figures shall be considered at GUVNL's discretion.*

5. *Tariff should be in Indian Rupee up to two places of decimals only.*

Format 8.12

1.1.4..1 PRELIMINARY ESTIMATE OF COST OF RE PROJECT

(To be submitted separately for each Project)

No standard break-up for the Project Cost, the Bidder shall indicate the break-up in terms of major components in the Project.

Project Capacity: .....MW
Location: .....

(Signature)
(Name of Bidder)

Annexure - A

4.7.1 TECHNICAL PARAMETER OF PV MODULE ANDVARIOUS OTHER COMPONENTS FOR USE IN GRIDCONNECTED SOLAR POWER PLANTS

The RE Project selected under the RfS shall strictly adhere to the CentralElectricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019, and subsequent amendments and clarifications.

All components of the Solar 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, in line with the Standard Bidding Guidelines issued by Ministry of Power and subsequent amendments and clarifications.

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 1000 V 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 plant must conform to the latest edition of IEC/ equivalent 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 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 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 body accredited Labs abroad will be acceptable.

5. Warranty

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.

- 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.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 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^{0}C)
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.

All Hybrid Power Projects shall install necessary equipment to continuously measure wind and solar resource data and other weather parameters and electrical parameters. They are required to submit the data through online portal to GEDA, National Institute of Wind Energy (NIWE) and / or other designated agency for monitoring the performance for the entire life of the project.

In addition to the above, the Successful Bidder shall also submit information quarterly basis to GUVNL, for regular monitoring of status of the entire project.

8. Safe Disposal of Solar PV Modules and unit Batteries from the ESS

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.

9. Capacity Of Solar PV Projects

i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point	Minimum installed energy rating of the ESS
1	50 MW	50 MW	50 MW	50 MW	25 MWhr

ii) Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for scheduling at the delivery point in compliance to Article 4.4 "Right to Contracted Capacity & Energy" of the PPA is allowed.

iii) (not used).

iv) Provisions of Article 5.6 of the PPA with HPD shall apply for the capacity not commissioned by the scheduled commissioning date.

v) If generation at any time exceeds the maximum permissible AC capacity at delivery point, the excess generation during that period shall not be considered under PPA.

Annexure – A-1

SAFETY STANDARDS TO BE FOLLOWED FOR BATTERY ENERGY STORAGE SYSTEMS (AS APPLICABLE)

Battery Energy Storage Systems (BESS)

Standard/ Code (or equivalent Indian Standards)	Description
IEC 61427-2 /IEC 62619:2017	Secondary cells and batteries for renewable energy storage for On-grid applications
IEC 62485-2 / UL 1642	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Non-chemistry Specific (applicable to all secondary battery types)
IEC 61508 / UL 9540	Functional Safety of Electrical/Electronic/Programmable Electronic Safety-related Systems: Applicable for all Battery Energy Storage Systems
IEC 62133-1:2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications - Part 1: Nickel systems
IEC 62133-2 :2017	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells, and for batteries made from them, for use in portable applications - Part 2: Lithium systems
IEC 62281/UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries
IEC 61850/ DNP3	Communications networks and management systems. (Plant SCADA and the BESS control system communication)
IEC TS 62933-5-1:2017	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems - General specification

For other technologies being used in ESS, the Developer shall adhere to the relevant environmental and safety standards issued by Government of India from time to time.

Appendix - A1

COMMISSIONING PROCEDURE

1. Commissioning Procedure for the Projects selected shall be as determined by Gujarat Energy Development Authority.

2. HPD shall submit the copy of this RFS as well as PPA signed by GUVNL to GEDA and give advanced intimation to GEDA regarding commissioning of the project.

3. HPD shall submit the land ownership related documents as per this RFS to GEDA and GEDA being a State Nodal Agency shall certify commissioning of the project or part thereof only after verification of the land documents.

4. HPD shall also submit the documents relating to the approvals listed at Schedule 2 of the PPA to GEDA and GEDA shall certify commissioning of the project or part thereof only after verification of such documents.

5. GEDA shall take into consideration the provisions of part commissioning provided in the PPA and certify part commissioning of the project only in line with the PPA provisions.

6. GEDA may provisionally certify commissioning of the project on the date of commissioning after witnessing that the rated capacity of the project is in operation and energy is flowing in to the grid subject to final certification after verification of other documents.

7. The commissioning of the project shall be witnessed by Committee Constituted by GEDA which shall comprise of official of DISCOM / GETCO.

Annexure - B

CHECK LIST FOR BANK GUARANTEES

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	Is the place of raising of claim in the Bank Guarantee in line with the Format prescribed by 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./ LOI No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	Has the SFMS confirmation for issuance BG been forwarded to GUVNL on the email ID mentioned in Bid Information Sheet?	

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 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 Limited
2. Ahmedabad Mercantile Co-Operative Bank Limited
3. Nutan Nagrik Sahakari Bank Limited
4. Kalupur Commercial Co-Operative Bank Limited
5. RBL Bank
6. Axis Bank
7. ICICI Bank
8. HDFC Bank
9. Kotak Mahindra Bank
10. IndusInd Bank
11. Rajkot Nagarik Sahakari Bank Limited
12. The Gujarat State Co-Operative Bank
13. Sarswat Bank
14. Saurashtra Gramin Bank
15. DCB Bank
16. Tamilnadu Mercantile Bank
17. Ujjivan Small Finance Bank
18. AU Small Finance Bank
19. Federal Bank
20. Equitas Small Finance Bank
21. Bandhan Bank
22. Standard Chartered Bank
23. City Union Bank
24. YES Bank

Annexure - D

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Gujarat Urja Vikas Nigam Limited (GUVNL)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited***https://www.bharat-electronictender.com*** through ISN-ETS. This Portal is also being used by Central Government Bidding Agencies such as SECI and NTPC. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System
Single Stage Two Envelope

Auction
The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS.It is mandatory to create at least one MA
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 e-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 Electronic Tender® 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 ISN-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 e-tendering Portal of ISN-ETS ***https://www.bharat-electronictender.com***. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS 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 Centre' 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.

ISN-ETS/ **Helpdesk**	
Telephone/ Mobile	*Customer Support: +91-124-4229071, 4229072* *(From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)*
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 Clause No. 23, Section-4, ITB of RfS Documents, 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.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

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 Encrypted® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is**

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 RE PROJECTS WITH ASSURED PEAK POWER SUPPLY ALONG WITH ENERGY STORAGE SYSTEM (ESS) LOCATED IN GUJARAT

RfS No. GUVNL / 500 MW / RE with ESS (Phase XV) dated ....

(Tender Search Code @: GUVNL-2022-TN00000...)

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

Contents

ARTICLE 1: DEFINITIONS & INTERPRETATION.....5

ARTICLE 2: LICENSES, PERMITS 16

ARTICLE 3: TERM OF AGREEMENT 17

ARTICLE 4: CONDITIONS SUBSEQUENT 19

ARTICLE 5: CONSTRUCTION & DEVELOPMENT OF THE PROJECT 22

Article 6: Synchronization, Commissioning and Commercial Operation 38

Article 7: Dispatch and Scheduling.....40

Article 8: Rates and Charges.....42

Article 9: Billing and Payment 44

Article 10: Metering and Communication 48

Article 11: Force Majeure.....50

Article 12: Change in Law.....52

Article 13: Term, Termination and Default 53

Article 14: Dispute Resolution.....58

Article 15: Liability and Indemnification 59

Article 16: Miscellaneous Provisions.....61

SCHEDULE 1: Parameters and Technical Limits of Supply 65

SCHEDULE 2: Approvals 67

SCHEDULE 3: Project Location Details 68

SCHEDULE 4: Important Terms & Conditions.....69

This Power Purchase Agreement is made and entered into at Vadodara on this __day of _____ 2022 between ..... **[Insert name of the Hybrid Power Developer],** a Company incorporated under the Companies Act, 1956 or Companies Act 2013, having its CIN No. _____ and registered office at ..... [Insert address of the registered office of Hybrid Power Developer] (hereinafter referred to as "Power Producer" or ""Hybrid Power Developer" or "HPD", as the case may be which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **First Part;**

And

Gujarat Urja Vikas Nigam Limited, a company 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 a Party of the **Second Part**;

The HPD and GUVNL are individually referred to as 'Party' and collectively referred to as 'Parties'.

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 Govt. of Gujarat vide Resolution G.R. No.SLR-11-2021-486-B1 dated 02.08.2021 read with G.R. dated 13.04.2022 has notified the extension of the operative period of the Gujarat Wind Power Policy 2016 which shall remain operational for the period up to 30.06.2022.

WHEREAS Government of Gujarat vide GR. No SLR/11/2017/141/B1 dated 20.06.2018 has notified Gujarat Wind – Solar Hybrid Power Policy 2018 which shall remain operational for the period of 5 years from the date of it's issuance.

AND, WHEREAS the Gujarat Solar Power Policy 2021, Gujarat Wind Power Policy 2016 and Gujarat Wind – Solar Hybrid Power Policy 2018 stipulates that the obligated entities shall purchase solar / wind / wind-solar hybrid power to fulfil their Renewable Purchase Obligation (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 vide Resolution No. 23/54/2017-R&R dated 08.12.2017, has notified "Guidelines for Tariff Based Competitive Bidding Process for

Procurement of Power from Grid Connected Wind Power Projects", including subsequent amendments and clarifications. Further, the Ministry of New & Renewable Energy, Government of India has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects" vide O.M. dated 14.10.2020, including subsequent amendments and clarifications thereof.

AND, WHEREAS GUVNL vide RFS No. GUVNL / 500 MW / RE with ESS (Phase XV) dated __ has floated tender for purchase of power through competitive bidding process (followed by reverse e-auction) from 500 MW Grid Connected RE Projects with Assured Peak Power Supply along with Energy Storage System (ESS) to be set up in Gujarat (Phase XV), and the Power Producer has been selected as Successful Bidder pursuant to Letter of Intent (LoI) dated____ in the Competitive Bidding process for development, generation and supply of electricity from the _____ MW Hybrid Power Project to be established by HPD anywhere in Gujarat to the extent of the contracted capacity complying with the sustained peak power supply to GUVNL.

AND, WHEREAS, GUVNL shall be filing a Petition under Section 63 of the Electricity Act, 2003 before the honourable Gujarat Electricity Regulatory Commission ('GERC' as defined herein) for adoption of tariff discovered through the competitive bidding process (followed by reverse auction) conducted by GUVNL through RFS no. GUVNL / 500 MW / RE with ESS (Phase XV) dated ... & addendums thereto, if any.

AND, WHEREAS, this Power Purchase Agreement shall be subject to the adoption of tariff by GERC and in terms of the Guidelines of Central Government issued and amended from time to time, GUVNL shall approach 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 number of days for which the GERC order has been delayed beyond such 60 days period.

AND, WHEREAS, in terms of the RfS and the bidding documents, the HPD has furnished the Performance Bank Guarantee in the sum of Rs.....in favour of guvnl as per the format provided as a part of the bidding documents.

AND, WHEREAS the HPD desires to set-up such Hybrid Power Plant of ..... MW capacity at the location details specified as per Schedule 3 using new Solar Photovoltaic grid interactive power plants and / or new Wind Electric Generators along with..... MW / Mwh Energy Storage System (ESS)

AND, WHEREAS, the HPD has taken responsibility to set up requisite power injection system into Gujarat Energy Transmission Corporation Ltd (GETCO) Grid.

AND, WHEREAS, GUVNL agrees to purchase such power to the extent of contracted capacity with Discom wise share to be decided from time to time by GUVNL for fulfilment 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 HPD, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

For purposes of this Agreement, unless the context otherwise admits, the following words and expressions shall have the respective meanings set forth below:

"ACT" or "ELECTRICITY ACT, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"Adjusted Equity" shall have the meaning as defined and dealt in Clause 13.4.2 of this Agreement.

"Agreement or "Power Purchase Agreement" or "PPA " 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.

"Appropriate Commission" unless otherwise stated, Appropriate Commission shall mean Gujarat Electricity Regulatory Commission;

"Approvals" means the permits, clearances, licenses and consents as are listed in Schedule 2 hereto and any other statutory approvals.

"Billing Period" means (subject to Article 9 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 / RE with ESS (Phase XV) 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.

"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.

"Change in Law" shall have the meaning ascribed thereto in Article 12 of this Agreement.

"Commissioning" with respect to the project or part thereof as certified by GEDA shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid in line with the Commissioning procedure defined in the RFS.

"Commercial Operation Date (COD)" 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.

"CERC" means Central Electricity Regulatory Commission constituted under sub- section (1) of Section 76 of the Electricity Act, 2003, or its successors.

"**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.

"Consents, Clearances and Permits" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;

"**Contracted Capacity**" shall mean ..... [Insert capacity] MW contracted with GUVNL for supply by the HPD to GUVNL at the Delivery Point from the Hybrid Power Project. It is to clarify that in any 15 minute time block during the entire term of the 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%.

"Capacity Utilization Factor" or "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; However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity;

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%;

"Contracted CUF" shall mean *the % capacity utilization factor of the project mentioned in Schedule 3 which shall be allowed to be modified as per Schedule 4.*

"CONTRACT YEAR" shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

(a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and

(b) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement or on Termination of this Agreement whichever is earlier;

"CTU or Central Transmission Utility" shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.

"Day" shall mean a day, if not a Business Day, the immediately succeeding Business Day.

"Debt Due" shall be as defined at Article 13.4.2

"**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 transmission & wheeling charges and losses between the Project and the Delivery Point including on account of any change in law event 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 after the Delivery Point shall be borne by GUVNL.

"DELIVERED ENERGY" in case of projects connected with STU grid shall mean energy actually fed and measured by the energy meters at the Delivery Point as certified by Gujarat SLDC in State Energy Account as per provisions of PPA and in case of projects connected with CTU grid shall mean the energy scheduled at the Delivery Point as certified by Gujarat SLDC in State Energy Account in accordance with provisions of PPA, based on energy certified by WRPC under Regional Energy Account.

In case of import of energy from the grid, 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 export of energy, the Successful Bidder shall be eligible for receiving agreed tariff from GUVNL for such delivered energy provided the energy is supplied in peak and off-peak period in the manner defined in the PPA. 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;

"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

"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 GUVNL.

"Electricity" shall mean the electrical energy in kWh (kilowatt-hours).

"Effective Date" shall mean the date of signing of this Power Purchase Agreement

"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.

"Energy Accounts" shall mean the state energy accounts (SEA) as specified in the Grid Code issued by SLDC for each Month (as per their prescribed methodology), including the revisions and amendments thereof. It is to clarify that in case of projects whose energy accounting is done at regional level and energy is certified in the Regional Energy Accounts issued by WRPC, the SEA issued by SLDC shall reflect the energy scheduled at delivery point based on energy certified by WRPC under Regional Energy Account.

"ENERGY STORAGE SYSTEMS" or "ESS" shall mean the system(s) installed in addition to the solar PV capacity and / or wind turbine capacity as part of the Project, that can capture energy produced at one time for use at a later 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.

"Event of Default" shall mean the events as defined in Article 13 of this Agreement;

"Expiry Date" shall mean the date occurring after the term of twenty five (25) years as per Schedule 4.

"Financial Closure" shall mean arrangement of necessary funds by the Power Producer or HPD 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.

"Financing Documents" mean the agreements and documents entered/to be entered into between the Power Producer / HPD and the Financing Parties relating to the financing of the Project.

"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 11.

"GEDA" shall mean the Gujarat Energy Development Agency, the Nodal Agency constituted by the Government of Gujarat for energy development of Renewable Energy in the State;

"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 the electrical output from the project is evacuated and distributed.

"Grid Code" / "IEGC" or "State Grid Code" shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable;

"HYBRID POWER PLANT or HYBRID POWER PROJECT (HPP)" shall mean the development of system of generation of power with one of the following combinations. **Combination A** - Wind Power Project with co-located energy storage system or **Combination B** - Solar PV Project with co-located Energy Storage System or **Combination C** - Wind-Solar Hybrid Power Project with co-located energy storage system. The developer of "Hybrid Power Plant / Project" shall establish a dedicated line at its own cost for evacuation of power up to receiving end sub-station of GETCO where the Project Developers desires to inject power in the State grid. From there onwards, GETCO shall provide the transmission system and connectivity.

"Interconnection Facilities" in respect of the Power Producer shall mean all the facilities installed by the Power Producer to enable GUVNL to receive the electrical output 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 rated capacity of the Project at the generating terminal(s) 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 Intent (LoI)" shall mean the letter dated ..... issued by GUVNL to the Power Producer for award of the Project.

"Late Payment Surcharge" shall have the meaning ascribed thereto in Article 9.3 of this Agreement;

"Letter of Credit" or "L/C" shall have the meaning ascribed thereto in Article 9.5 of this Agreement;

"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 for supply 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 sub-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 station for this purpose.

"Month" shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;

"MW" means Megawatts.

"Must Run Status" shall mean that RE Project shall not be directed by 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.

"Normative CUF" shall be the %CUF as provided in Article 5.10.

"Off-Peak Hours" shall mean the energy scheduling hours between (& including) 09:00 hrs up to 18:00 hrs and the hours between (& including) 00:00 hrs. up to 06:00 hrs of the subsequent day;

"Off-Peak Power" shall mean the power supplied during Off-Peak Hours;

"Off-Peak Tariff" shall mean the tariff payable to the HPD for energy supplied during the Off-Peak Hours;

"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 capacity of the project in (AC MW) to be commissioned as per provisions of the Part Commissioning read with Schedule 4 of 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 / RE with ESS (Phase XV) dated ....

"Peak Hours" shall mean the energy scheduling hours between (& including) 06:00 hrs up to 09:00 hrs, and between (& including) 18:00 hrs to 24:00 hrs of the same day. For the purpose of scheduling, a 'day' shall commence from 00:00 hrs and end at 24:00 hrs;

"Peak Power" shall mean the power supplied from the Project during Peak Hours;

"Peak Tariff" shall mean the tariff payable to the HPD for energy supplied during the Peak Hours as per the dispatch schedule confirmed by the Discom, applicable to supply of energy limited to 300 MWh within a time period of 24 hours, for each 100 MW Contracted Capacity;

PLANT" or "PROJECT" shall mean the new renewable energy based power generation facility, including ESS, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point, having separate control systems and metering. The Project may include Solar

PV and/or Wind power generation units, including auxiliaries and associated facilities, bay(s) for transmission system in the Project switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to GUVNL. It may be noted that the sources of generation and ESS, shall need to be co-located, to be considered a single Project. In case the Project comprises both wind and solar power generation components, it shall be denoted as a "Wind-Solar Hybrid Power Project" as per definition below;

"POOLING SUBSTATION" shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the HPD(s) to get connected to the GETCO substation. Interconnection voltages and metering shall be governed as per GERC Regulations. Accordingly, if interconnection is at 66 KV voltage level, the metering will be allowed by GETCO at 66 KV voltage level subject to applicable regulations. 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 sub-station, the power generated from Wind and Solar Projects shall be injected separately through independent dedicated lines and measured separately as per the extant rules and regulations and the successful bidder shall have to install separate ABT compliant meters (Main + Check) at pooling station for this purpose over and above the Main meters (Main +Check) installed at GETCO end;

"PROJECT DEVELOPER" *OR* **"DEVELOPER"** *OR* **"HYBRID POWER DEVELOPER (HPD)"** OR **"POWER PRODUCER"** shall also mean the Bidding Company or a Bidding Consortium participating in this bid and having been selected and allocated a project capacity by GUVNL through a competitive bidding process, including the SPV formed by the selected bidder/ consortium for the purpose of setting up of project and signing of PPA with GUVNL;

"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.

"Project Capacity" shall mean the maximum AC capacity of the Project at the point(s) of injection on which the Power Purchase Agreement has been signed.

"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.

"RE Project" shall mean Solar PV Project or Wind Power Project or Wind-Solar Hybrid Power Project"

"Rebate" shall have the same meaning as ascribed thereto in Article 9.4 of this Agreement;

"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" or "SCD"** shall mean the date .....(This date shall not exceed **24 (twenty four) months** in case of Wind-Solar Hybrid Project with ESS **and 18 (eighteen) months** in case of Wind or Solar Project with ESS 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 RfS dated ____ to set up the Project and reverse e-auction, if any, conducted thereunder for supply electrical output as per the terms of PPA;

"SLDC" means the State Load Dispatch Center as notified by the State Government of Gujarat.

"SLDC Charges" shall mean the charges levied by the SLDC of the state wherein the Hybrid Power Project is located;

"SOLAR PV PROJECT" shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

"SUB-POOLING SUBSTATION" shall mean the intermediate pooling point where power from the Solar and/or Wind Project components, along with the Energy Storage System (ESS) is injected into and from where the power is evacuated through a single transmission line and injected into the gird / Interconnection Point. It should be noted that this point shall be prior to the Metering Point of the Project;

"STU or State Transmission Utility" shall mean the Gujarat Energy Transmission Company Limited (GETCO).

"Tariff" shall have the meaning set forth in Article 8.

"Tariff Invoices" shall have the meaning set forth in Article 9.

"Termination Notice" shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;

"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 3.

"Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered to GUVNL which shall be 66 kV or above.

"Wind Power Project" shall mean the wind power project that uses wind energy for conversion into electricity through wind turbine generator;

"Wind-Solar Hybrid Power Project" shall mean the wind-solar hybrid power project where the rated power capacity of one resource is at least 33% of the rated power capacity of the other resource;

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) the words "include" and "including" are to be construed without limitation and (iii) a reference to any Party includes that Party's successors and permitted assigns.

d) "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;

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

f) A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);

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

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

i) "Rupee", "Rupees", "Rs" or new rupee symbol "₹ " shall denote Indian Rupees, the lawful currency of India;

j) A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

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

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

m) The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement;

n) The terms "including" or "including without limitation" shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

o) This Agreement and other documents such as Request for Selection Documents, Guidelines including subsequent clarifications, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:

1. Power Purchase Agreement
2. RfS Documents

ARTICLE 2: Licenses, 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 may render on best endeavor basis 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: TERM OF AGREEMENT

3.1 Effective Date

3.1.1 This Agreement shall come into effect from the date of signing of the PPA.

3.1.2 The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of contracted capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.

3.1.3 Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 60 days from the date of submission of petition by GUVNL to the Appropriate Commission, all requisite approvals including approval of PPA (including adoption of tariff) is granted by GERC, on the terms and conditions contained in this Agreement. The Parties agree that in the event, the order of adoption of tariff and the approval of PPA, as mentioned above is not issued by the GERC within the time specified above, the provisions of Article 3.1.4 shall apply.

3.1.4 If parties have mutually extended the time period as stipulated under Article 3.1.3 and the order from the GERC is within 60 days of submissions before Appropriate Commission, no extension for Financial Closure or Scheduled Commercial Operation Date (SCOD) shall be given. However, if GERC order is obtained after 60 days of submission of the petition, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commercial Operation Date (SCOD) for equal number of days for which the GERC order has been delayed beyond such 60 days period.

3.2 Term of Agreement

3.2.1 Subject to Article 3.3 and 3.4 of this Agreement, this Agreement shall be valid for a term as provided in Schedule 4.

3.2.2 The HPD is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case GUVNL shall have the first right to purchase and the option to extend the agreement for further period on the same terms & conditions if the power producer decides to continue the generation of power. Unless otherwise agreed by GUVNL, GUVNL shall not be obligated to procure power beyond the Expiry Date.

3.3 Early Termination

3.3.1 This Agreement shall terminate before the Expiry Date if either GUVNL or HPD terminates the Agreement, pursuant to Article 13 of this Agreement.

3.4 Survival

3.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Term, Termination & Default), Article 15 (Liability and Indemnification), Article 14 (Dispute Resolution), Article 16 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

ARTICLE 4: CONDITIONS SUBSEQUENT

4.1 Satisfaction of conditions subsequent by the HPD

The HPD agrees and undertakes to duly perform and complete all of the following activities including Financial Closure at the HPD's own cost and risk within the period stipulated in Schedule 4, unless such completion is affected by any Force Majeure event, or for activities are specifically waived in writing by GUVNL:

a) The HPD shall make Project financing arrangements and achieve Financial Closure for its Projects(s) and shall provide necessary certificates to GUVNL in this regard;

b) At this stage, the HPD shall also submit the Detailed Project Report (DPR) for the Project, indicating HPD's plans to meet the quoted CUF and power delivery obligations. The HPD shall also demonstrate the technology tie-ups for major equipment, such as solar PV modules, Inverters, wind turbines, ESS component, as per the DPR for the Project.

The HPD shall submit to GUVNL the relevant documents as stated above, complying with the Conditions Subsequent.

4.2 Consequences of non-fulfilment of conditions subsequent and financial closure

4.2.1 In case of a failure to submit the documents as above, GUVNL at it's discretion may encash the Performance Bank Guarantee submitted by the HPD, terminate this Agreement by giving a notice to the HPD in writing of at least thirty (30) days, unless the delay (subject to the conditions that HPD has made / is making all possible efforts) is caused due to a Force Majeure. Unless extended as per provisions of Article 4.2.1 (i) of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 30th day of the above notice.

4.2.1 (i) An extension, without any impact on the Scheduled Commercial Operation Date, can however be considered by GUVNL, on the sole request of HPD, on payment of Rs. 1000/- per day per MW to GUVNL. Such extension charges are required to be paid to GUVNL in advance, for the period of extension required. In case of any delay in depositing this extension charge, HPD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1 Year). In case such delay in making payment of the extension charges to GUVNL is more than 7 days, GUVNL at it's discretion may terminate the Agreement by giving notice of 30 days. In case of the HPD meeting the requirements of conditions subsequent and financial closure before the last date of such proposed delay period, the excess amount deposited by the HPD shall be returned by GUVNL without interest. This extension will not have any impact on the Scheduled Commissioning Date. Any extension charges paid so by the

HPD, shall be returned to the HPD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date. However, in case the HPD fails to commission the Contract Capacity by Scheduled Commissioning Date, the extension charges deposited by the HPD shall not be refunded by GUVNL. This shall be without prejudice to the further right of GUVNL to claim liquidated damages for the delay in achieving the Commissioning of the project.

4.2.2 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

4.2.3 In case of inability of the HPD to fulfil the conditions specified in Article 4.1 due to any Force Majeure event, the time period for fulfilment of the Conditions Subsequent and Financial Closure as mentioned in Article 4.1 read with Schedule 4, shall be extended for the period of such Force Majeure event.

4.2.4 Provided that increase in the time period for completion of conditions subsequent and financial closure mentioned under Article 4.1 read with Schedule 4, may also be eligible for an equal extension in the Scheduled Commissioning Date if the same qualifies under Article 11.

4.3 Performance Bank Guarantee

4.3.1 The Performance Bank Guarantee (PBG) having validity period at least upto a period of 6 months from Scheduled Commercial Operation Date with claim period at least upto 7 months from SCOD and of Rs. 25 Lakh/MW shall have been furnished prior to signing of this Agreement and the same shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement.

4.3.2 The failure on the part of the HPD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the HPD.

4.3.3 If the HPD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by GUVNL, subject to conditions mentioned in Article 5.6, GUVNL shall have the right to encash the Performance Bank Guarantee without prejudice to the other rights of GUVNL under this Agreement.

4.3.4 HPD acknowledges and accepts that the amount of the Performance Bank Guarantee and the methodology specified herein above for calculation of lithethe compensation payable for non fulfillment of conditions subsequent within the stipulated time is a genuine and accurate pre-estimation of the actual loss that will be suffered by GUVNL. HPD further acknowledges and accepts that a breach of any of the obligations contained herein result in injuries and that the amount of

the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre estimate of the damages that may be suffered by GUVNL in each case specified under this Agreement.

4.4 Return of Performance Bank Guarantee

4.4.1 Subject to Article 4.3, GUVNL shall return / release the Performance Bank Guarantee after the successful Commissioning of the Project after adjusting the claim of any liquidated damages / penalties due to delays in commissioning as per provisions stipulated in this Agreement.

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

ARTICLE 5: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

5.1 HPD's Obligations

The HPD undertakes to be responsible, at HPD's own cost and risk, for the following:

i. The HPD shall be solely responsible and make arrangements for Land & associated infrastructure for development of the Project and for Connectivity with the GETCO / CTU System for confirming the evacuation of power by the Scheduled Commercial Operation Date (SCOD) and all clearances related thereto; HPD acknowledges that commissioning / part commissioning of the project will not be declared until the HPD demonstrates possession of land, in addition to the other conditions as established by GEDA. For part commissioning, portion of land on which the part of the project is commissioned should be with the HPD.

ii. The HPD shall obtain all statutory approvals, clearances and permits necessary for the Project at its cost in addition to those Approvals as listed in Schedule 2. GUVNL shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the project. The HPD shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing the project.

iii. The HPD shall obtain financial closure within the period mentioned in Schedule 4.

iv. The HPD 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 HPD, 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 HPD 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 HPD 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 Commercial Operation Date, the amount as deposited above by the HPD shall not be refunded by GUVNL.

v. The HPD 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.

vi. Connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point; The HPD shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point.

vii. Owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under the PPA;

viii. The HPD shall be liable to sell on first priority the power to the extent of the contracted capacity under this agreement to GUVNL for all available capacity from identified Solar Photovoltaic Grid-Interactive Power Plants and / or Wind Turbine Generator Projects & ESS and there shall be no commitment entered into by the HPD for sale or otherwise sell to any third party or otherwise use the electricity generated affecting the said rights of GUVNL.

a. **Criteria for Generation:** The HPD shall maintain generation so as to achieve annual CUF as per Schedule 4 for the PPA duration of 25 years. The HPD will declare the annual CUF of the Projects at the time of submission of response to RfS, and the HPD will be allowed to revise the same once within first three years after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. In case of Wind-Solar Hybrid Power Project, GUVNL shall use the power for fulfillment of solar and non-solar RPO in the proportion of rated capacity of solar and wind power in the hybrid project respectively.

Note: Out of the generated energy, the HPD shall supply energy corresponding to a minimum amount of 3000 kWh per MW of the Contracted Capacity, on daily basis during Peak Hours, as per the schedule provided by the SLDC for the power supply to GUVNL/DISCOMs. The requirement of electricity supply during Peak Hours is to be mandatorily met on a day-to-day basis, and shall be monitored on a monthly basis.

b. **Shortfall in Generation:** If for any Contract Year, it is found that the HPD 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 HPD, on account of reasons primarily attributable to the HPD, such shortfall in performance shall make the HPD liable to pay the compensation provided in Schedule 4 of the PPA to GUVNL. 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 PPA with GUVNL affecting supply of power by HPD.

The compensation for shortfall is payable and it shall not be construed that the compensation is payable by HPD only if GUVNL is required to pay compensation for not meeting of RPO or GUVNL shall be required to prove or establish such payment of compensation for not meeting the RPO.

c. **Shortfall in supply of Peak Power:** In case of any shortfall in supply of Power during the Peak Hours as notified by SLDC, from the mandated supply of energy (i.e. 300 MWh for 100 MW capacity), the HPD shall pay a compensation corresponding to the energy shortfall, calculated at the Peak Tariff. Such shortfall shall be permissible upto 20% below the energy commitment during the Peak Hours, on a monthly basis without any compensation. For the purpose of calculation of shortfall in energy supplied during Peak Hours, a 'month' shall be the billing month as defined in the PPA. For e.g. in case of a 100 MW Project Capacity, the above monthly minimum limit of energy supply during Peak Hours will be (240 MWh x no. of days in the billing month).

HPD acknowledges and accepts that the methodology specified herein above under Clause 5.1 (viii) for calculation of liquidated damages payable by the HPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by GUVNL. HPD further acknowledges and accepts that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre estimate of the damages that may be suffered by GUVNL in each case specified under this Agreement.

While calculating shortfall in energy with respect to the energy declared under Clause 5.1 (viii) (a) above, the shortfall in supply of Peak Power as elaborated at clause (c) above, will be adjusted against the annual energy reconciliation for the Project. For e.g. considering a Project with minimum annual energy to be supplied by the HPD as per Clause 5.1 (xi) (a) being 10,00,000 MUs, and the annual energy supplied during the Contract year being 8,00,000 MUs. Further, based on monthly reconciliation, the annual shortfall in supply of Peak Power amounts to 1,00,000 MUs, in line with clause (c) above. Thus, the net compensation payable by the HPD on account of shortfall in supply of energy on an annual basis will be Rs. [(10,00,000-(8,00,000+1,00,000))x(rate as per schedule 4)],

d. 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.

e. **Excess Generation:** Any excess generation may be purchased by GUVNL at its discretion {without any obligation to do so} as per Schedule 4 and for this purpose GUVNL shall have the first right of refusal. The HPD shall inform at least 30 days in advance of such excess generation to GUVNL, to enable GUVNL take necessary actions for sale / consumption of this excess generated energy. GUVNL shall be required to intimate its approval/refusal to the HPD, for buying such excess generation not later than 15 days of receiving the above offer from the HPD. In the event the offer of the HPD is not accepted by GUVNL within the said period of 15 days, such right shall cease to exist and the HPD, at its sole discretion, may sell such excess power to any third party.

While the HPD would be free to install DC solar field and wind turbines as per his design of required output, including his requirement of auxiliary consumption, HPD will not be allowed to sell any excess power to any other entity other than GUVNL (unless refused by GUVNL).

f. **Supply of excess energy during Peak Hours:**

The HPD shall be allowed to supply to GUVNL during peak hours excess energy over and above the mandated energy requirement upto a limit of 20% in excess of the mandated energy requirement, on a monthly basis. For e.g.: in case of a 100 MW Project Capacity, the HPD shall be allowed to supply energy upto a maximum limit of (360 MWh x no. of days in the billing month), at the Peak Tariff, on a monthly basis. Any excess energy supplied over and above the above limit shall be procured by GUVNL @ Off-Peak Tariff, i.e. Rs 2.29/kWh margin, to be reconciled on a monthly basis.

Illustration: An example to illustrate the computation of excess and shortfall in energy supplied during Peak Hours as per this Clause and Clause **5.1 (viii)** above is provided below:

Considering a single day's Peak Power supply data as follows (Peak Tariff = Rs. 4.50/kWh):

NOTIFIED PEAK HOUR-BLOCK (DAY 1)	ENERGY SUPPLIED (MWH)	NOTIFIED PEAK HOUR-BLOCK (DAY 2)	ENERGY SUPPLIED (MWH)
HOUR 1	50	HOUR 1	50
HOUR 2	57.5	HOUR 2	57.5
HOUR 3	60	HOUR 3	60
HOUR 4	30	HOUR 4	80
HOUR 5	40	HOUR 5	50
HOUR 6	10	HOUR 6	50

Total energy supplied in the notified Peak Hours (Day 1): 247.5 MWh.

Total energy supplied in the notified Peak Hours (Day 2): 347.5 MWh.

Calculation of compensation due to shortfall in supply of Peak Power

In case of shortfall in supply of Peak Power, the hourly supply will be measured against the reference value, i.e. 50 MWh. Only negative deviations will be considered for calculation of shortfall in this regard.

Thus, for Day 1, the deviation from reference of 50 MWh is as follow:

NOTIFIED PEAK HOUR-BLOCK (DAY 1)	ENERGY SUPPLIED (MWH)	DEVIATION FROM 50 MWH
HOUR 1	50	0
HOUR 2	57.5	0
HOUR 3	60	0
HOUR 4	30	-20
HOUR 5	40	-10
HOUR 6	10	-40
TOTAL DEVIATION		-70

The total deviation from reference is (-) 70 MWh, for Day 1, while the deviation allowed for Day 1 is (300-240) MWh, i.e. (-) 60 MWh. Thus, shortfall in Peak Power supply for Day 1 is (70-60) MWh = 10 MWh. Thus, compensation payable by the HPD against such shortfall in Peak Power supply = Rs. (4.50 x 10)x1000 = Rs. 45,000/-

The similar methodology will be followed for all the days in the concerned billing month, with total deviation calculated for 180 hours in a month (consisting of 30 days), being matched against the reference value of 50 MWh x30, i.e 1500 MWh. It is reiterated that only negative deviations from 1500 MWh will be considered for reconciliation on the monthly basis.

It is clarified that for the sole purpose of payment of Peak Tariff, the total supply of Peak Power within the upper limit of (360 MWh x no. of days in the billing month) and lower limit of (240 MWh x no. of days in the billing month), will be considered, on a monthly basis.

In line with the principle applicable for treatment of annual shortfall in energy supply with respect to limits as per Clause 5.1 (viii) (b) above, the excess energy supplied during the Peak Hours will be adjusted against the excess energy supplied over and above the annual limit as per Clause 5.1 (viii) (a), for payment at the Off-Peak Tariff.

In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the HPD will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.

ix. The HPD shall seek approval of STU / CTU in respect of Interconnection Facilities. Obtaining Long Term Access (LTA) in case of CTU connectivity and executing transmission service agreement with CTU, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement.

x. The HPD 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 STU / CTU, including but not limited to those mentioned at schedule 1(5).

xi. The HPD 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 STU / CTU, as notified to the Power Producer, in accordance with Prudent Utility Practices.

xii. Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and the HPD shall operate and maintain the Project in accordance with Prudent Utility Practices.

xiii. The HPD 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.

xiv. For evacuation facility and maintenance of the transmission, the HPD shall enter into separate agreement with STU / CTU, if applicable.

xv. To procure start up power required for the plant from respective Discom.

xvi. The shareholding of promoters/consortium members of HPD 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) 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.

xvii. The HPD shall fulfil the technical requirements according to criteria mentioned under Annexure – A of RfS which is based on Technical requirement for Grid Connected Solar PV Power Stations under Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar Power Projects, issued by Ministry of Power, vide resolution no.23/27/2017-R&R dated 03.08.2017. The type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated from time to time whichever is applicable will be allowed for deployment under the RfS. Further, the cells and modules used in the Project shall be sourced only from the models and manufacturers included in the "Approved List of Models and Manufacturers" as published by MNRE and updated from time to time whichever is applicable.

xviii. Further, the Project being implemented under this Agreement shall fulfil the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof,

xix. Fulfilling all other obligations undertaken by the HPD under this Agreement.

5.2 Obligations of GUVNL:

i. GUVNL shall grant Must Run Status to the Project. However, subject to the considerations as stated under clauses 5.10,5.11 and 5.12 of the PPA.

ii. GUVNL shall allow the HPD 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.

5.3 Information regarding Interconnection Facilities

i. The HPD shall be required to obtain all information from the STU/CTU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the HPD's side of the Delivery Point to enable delivery of electricity at the Delivery Point. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the HPD at his own cost.

ii. 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 HPD to the extent the delay is attributable to the scope of work of the HPD.

iii. The responsibility of getting connectivity with the transmission system up to the Interconnection Point will lie with the HPD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the HPD and to be undertaken at its own cost. The maintenance of Transmission system up to the designated point as per the applicable terms and conditions shall be the responsibility of the HPD. All costs and charges including but not limited to the wheeling charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the HPD.

iv. In case of Pooling substation, losses in the transmission line shall be apportioned among the HPDs who share such a Pooling arrangement and duly signed by all HPDs, based on their monthly generation.

v. The arrangement of connectivity shall be made by the HPD through a dedicated transmission line. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the HPD. In case of non-availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the HPD, provisions of Article 5.10 & 5.11 shall be applicable.

vi. GUVNL shall bear no liability with respect to ISTS transmission charges and losses, if any. All transmission charges & losses upto delivery point shall be borne by the HPD and the changes in transmission charges & losses from time to time made by relevant authority shall not be considered as Change in Law Events for the purpose of this agreement.

5.4 Right to Contracted Capacity & Energy

i. The HPD will declare the CUF of the Project and will be allowed to revise the same once within first three years after COD of the full project capacity. Subsequent to commissioning/part commissioning of the Project, GUVNL, in any Contract Year except for the first year of operation, shall not be obliged to purchase any additional energy from the HPD beyond the range of CUF mentioned in Schedule 4. Subsequent to commissioning of the Project, if for any Contract Year, it is found that the HPD's has not been able to generate minimum energy as per Schedule 4, on account of reasons attributable to the HPD, the non compliance by HPD shall make the HPD liable to pay the compensation to GUVNL. For the first year of operation, the limits set out in Article 4 shall be considered on as per Schedule 4. In case of part commissioning of the Project, the above limits shall be considered on pro-rata basis till the commissioning of full capacity of the Project. The lower limit will, however be relaxable by GUVNL to the extent of grid non-availability for evacuation which is beyond the delivery

point which is beyond the control of the HPD (as certified by the SLDC). This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such compensation will be calculated as per Schedule 4 of the PPA. However, this compensation shall not be applicable in events of Force Majeure identified under PPA with GUVNL affecting supply of power by HPD.

While calculating shortfall in energy with respect to the energy declared under this Article, the shortfall in supply of Peak Power as elaborated below, will be adjusted against the annual energy reconciliation for the Project. For e.g. Considering a Project with minimum annual energy to be supplied by the HPD as per this Article being 10,00,000 MUs, and the annual energy supplied during the Contract year being 8,00,000 MUs. Further, based on monthly reconciliation, the annual shortfall in supply of Peak Power amounts to 1,00,000 MUs, in line with the elaboration below. Thus, the net compensation payable by the HPD on account of shortfall in supply of energy on an annual basis will be Rs. [(10,00,000-(8,00,000+1,00,000))x(rate as per schedule 4)]

Shortfall in supply of Peak Power: In case of any shortfall in supply of Power during the Peak Hours as notified by GUVNL, from the mandated supply of energy (i.e. 300 MWh for 100 MW capacity), the HPD shall pay a compensation corresponding to the energy shortfall, calculated at the Peak Tariff. Such shortfall shall be permissible up to 20% below the energy commitment during the Peak Hours, on a monthly basis without any compensation. For the purpose of calculation of shortfall in energy supplied during Peak Hours, a 'month' shall be the billing month as per Article 9. For e.g. in case of a 100 MW Project Capacity, the above monthly minimum limit of energy supply during Peak Hours will be (240 MWh x no. of days in the billing month).

ii. Any excess generation over and above as per Article 5.4 (i), may be purchased by GUVNL as per Schedule 4 of the PPA, provided GUVNL consents to purchase such power. While the HPD would be free to install the DC solar field and wind turbines as per its design of required output, including its requirement of auxiliary consumption and to reconfigure and repower the Project from time to time during the term of the PPA, it will not be allowed to sell any excess power to any other entity other than GUVNL (unless refused by GUVNL). Further, any addition to the installed capacity (including but not limited to solar panels and/or wind turbines and/or inverters and/or ESS) subsequent to COD of the Project shall not be eligible for any future claims made by the HPD, seeking compensation on account of any changes in the applicable provisions covered under Change in Law as defined in this Agreement.

The HPD shall be allowed to supply excess energy over and above the mandated energy requirement up to a limit of 20% in excess of the mandated energy requirement, on a monthly basis. For e.g.: in case of a 100 MW Project Capacity, the HPD shall be allowed to supply energy up to a maximum limit of (360 MWh x no. of days in the billing month), at the Peak Tariff, on a monthly basis. Any excess energy supplied over and above the above limit shall be procured by GUVNL @ Off-Peak Tariff subject to the provisions of Article 7.2(iii), to be reconciled on a monthly basis.

Illustration: An example to illustrate the computation of excess and shortfall in energy supplied during Peak Hours as per Articles 5.4 (i) & 5.4 (ii) is provided below:

Considering a single day's Peak Power supply data as follows (Peak Tariff = Rs. 4.50/kWh):

NOTIFIED PEAK HOUR-BLOCK (DAY 1)	ENERGY SUPPLIED (MWH)	NOTIFIED PEAK HOUR-BLOCK (DAY 2)	ENERGY SUPPLIED (MWH)
HOUR 1	50	HOUR 1	50
HOUR 2	57.5	HOUR 2	57.5
HOUR 3	60	HOUR 3	60
HOUR 4	30	HOUR 4	80
HOUR 5	40	HOUR 5	50
HOUR 6	10	HOUR 6	50

Total energy supplied in the notified Peak Hours (Day 1): 247.5 MWh.

Total energy supplied in the notified Peak Hours (Day 2): 347.5 MWh

Calculation of compensation due to shortfall in supply of Peak Power

In case of shortfall in supply of Peak Power, the hourly supply will be measured against the reference value, i.e. 50 MWh. Only negative deviations will be considered for calculation of shortfall in this regard.

Thus, for Day 1, the deviation from reference of 50 MWh is as follows:

NOTIFIED PEAK HOUR-BLOCK (DAY 1)	ENERGY SUPPLIED (MWH)	DEVIATION FROM 50 MWH
HOUR 1	50	0
HOUR 2	57.5	0
HOUR 3	60	0
HOUR 4	30	-20
HOUR 5	40	-10
HOUR 6	10	-40
TOTAL DEVIATION		-70

The total deviation from reference is (-) 70 MWh, for Day 1, while the deviation allowed for Day 1 is (300-240) MWh, i.e. (-) 60 MWh. Thus, shortfall in Peak Power supply for Day 1 is (70-60) MWh = 10 MWh. Thus, compensation payable by the HPD against such shortfall in Peak Power supply = Rs. (4.50 x 10)x1000 = Rs. 45,000/-

The similar methodology will be followed for all the days in the concerned billing month, with total deviation calculated for 180 hours in a month (consisting of 30 days), being matched against the reference value of 50 MWh x30, i.e 1500 MWh. It is reiterated that only negative deviations from 1500 MWh will be considered for reconciliation on the monthly basis.

It is clarified that for the sole purpose of payment of Peak Tariff, the total supply of Peak Power within the upper limit of (360 MWh x no. of days in the billing month) and lower limit of (240 MWh x no. of days in the billing month), will be considered, on a monthly basis.

The HPD shall be required to intimate GUVNL about the proposed excess quantum of energy likely to be generated from the Project within any Contract Year, at least 30 days prior to the proposed date of commencement of excess generation. GUVNL shall be required to intimate its approval/refusal to the HPD, for buying such excess generation not later than 15 days of receiving the above offer from the HPD. In the event the offer of the HPD is not accepted by GUVNL within the said period of 15 days, such right shall cease to exist and the HPD shall, at its sole discretion, may sell such excess power to any third party.

However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point

where power is injected, the HPD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC / WRLDC or any other competent agency.

5.5 Extensions of Time

i. In the event that the HPD is prevented from performing its obligations under Article 5.1 by the Scheduled Commercial Operation Date due to:

a) any GUVNL Event of Default; or

b) Force Majeure Events affecting GUVNL or

c) Force Majeure Events affecting the HPD, the Scheduled Commercial Operation Date and the Expiry Date shall be deferred, subject to Article 5.5 (vi), for a reasonable period but not less than 'day for day' basis, to permit the HPD or GUVNL through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the HPD or GUVNL, or till such time such Event of Default is rectified by GUVNL.

ii. The HPD shall apply due diligence while identifying the GETCO / CTU substations and applying for connectivity, with reference to bay availability and/or timelines of commissioning of planned GETCO / CTU infrastructure as well as physical progress of the sub-station works. GUVNL does not assume any responsibility in this above mentioned process of ascertaining availability at the GETCO / CTU substations and grant of connectivity. The delay in commissioning of the sub-station will not be a ground for extension in the project timelines. It is clarified that the delay in regard to ISTS network or CTU for any reason whatsoever including on the aspects mentioned above up to the Delivery Point in case the Bidder opts for such connectivity through Inter State network shall be entirely to the account of the Bidder and shall not be considered as beyond the control of the HPD or as Force Majeure events for the purpose of the PPA.

iii. (not used)

iv. (not used)

v. As a result of such extension on account of Article 5.5 (i), the newly determined Scheduled Commercial Operation Date and newly determined Expiry Date shall be deemed to be the Scheduled Commercial Operation Date and the Expiry Date for the purposes of this Agreement.

vi. Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commercial Operation Date arising due to any

reason envisaged in this Agreement, except Force Majeure, shall not be allowed beyond the date pursuant to Article 5.6.

vii. Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 5.5 (i) shall be an event of default on part of the HPD and shall be subject to the consequences specified in the Article 5.6.

5.6 Liquidated Damages not amounting to penalty for Delay in Commissioning of the Project Beyond Scheduled Commercial Operation Date

The Project Capacity 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 13.3.1 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 HPD 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. HPD acknowledges and accepts that the methodology specified for calculation of liquidated damages payable by the HPD for shortfall in generation is a genuine and accurate pre-estimation of the actual loss that will be suffered by GUVNL. HPD further acknowledge and accept that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre estimate of the damages that may be suffered by GUVNL in each case specified under this Agreement. It may be noted that commissioning / part commissioning of the project will not be declared until the Generator demonstrates possession of land, in addition to the other conditions as established by GEDA. For part commissioning, portion of land on which the part of the project is commissioned should be with Generator.

5.7 Acceptance/Performance Test

i. Prior to synchronization of the Power Project, the HPD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid

down by Central Electricity Authority or Chief Electrical Inspector or an agency identified by the central / state government to carry out testing and certification for the power projects.

5.8 Third Party Verification

i. The HPD shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to GUVNL and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the HPD at the site of the Power Project.

ii. The third party may verify the construction works/operation of the Power Project being carried out by the HPD and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from HPD or require the works to be stopped or to comply with the instructions of such third party.

5.9 Breach of Obligations

i. The Parties herein agree that during the subsistence of this Agreement the HPD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement including in case of any dispute between the parties pending the orders of the adjudication authority under the Dispute Resolution Provisions It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

5.10 Generation Compensation in Off-take 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 Hybrid Power Developer, leading to off-take 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/	a) The normative CUF of 19% or committed CUF, whichever is lower, for the period of grid unavailability

transmission infrastructure beyond Delivery Point is not ready, leading to off-take constraint	beyond Delivery Point, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the Successful 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.

5.11 Generation Compensation in Off-take 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 Hybrid Power Developer. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be as per Schedule 4.

5.12 Off-take Constraints Due to Backdown

The Hybrid Power Developer 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 RE 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 in Schedule 4.

The HPD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions.

The generation compensation will be limited to the extent of shortfall in annual generation corresponding to the CUF permitted as per Article 5.4 (i) read with Schedule 4. The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of State Energy Account (SEA).

It is hereby clarified that for the purpose of Article 5.10, "generation" shall mean scheduled energy based on Energy Accounts.

5.13 Notwithstanding anything contained in Clauses 5.10 and 5.11 herein above the GUVNL shall not be liable to account for or pay any Generation Compensation due to Grid Unavailability or off take constrains up to the Delivery Point.

Article 6: Synchronization, Commissioning and Commercial Operation

6.1 Synchronization, Commissioning and Commercial Operation

i. The HPD 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.

ii. Subject to Article 6.1 (i), the Power Project may be synchronized by the HPD to the Grid System when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

iii. The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the HPD at its generation facility of the Power Project at its own cost. The HPD shall synchronize its system with the Grid System only after the approval of CEI / CTU / STU / SLDC / GEDA.

iv. The HPD shall immediately after each synchronization / tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code. In addition, the HPD may inject in-firm power to grid from time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

v. The HPD shall commission the Project within SCOD. Further, the HPD shall submit necessary documents / Lease Agreement duly registered, to establish possession / right to use 100% of the required land in the name of HPD for a period not less than the complete term of PPA on or before SCOD to GEDA 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 to GEDA.

vi. The HPD shall be required to obtain Developer and/ or Transfer Permission, Key Plan drawing etc. from GEDA if required prior to mounting of panels. 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 or Revised List of Models and Manufacturers (RLMM) of Wind Turbines prepared by MNRE as amended from time to time, whichever is applicable shall also be substantiated

by submitting the copy of EPC Contract specifying this requirement or other documents.

vii. **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 as per Schedule 4, 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.

viii. **Early Commissioning:** The Power Producer shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD (Schedule Commercial Operation Date). In cases of early part-commissioning, till SCOD, GUVNL shall reserve the right to purchase the generation till SCOD, as per Schedule 4. However, in case the entire capacity is commissioned prior to SCOD, GUVNL may purchase the energy supplied during the Peak Hours and Off-Peak Hours respectively as specified under Schedule 4.

ix. **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 have right to encash the Performance Bank Guarantee (PBG) in the following manner.

a) Delay up to six (6) months from SCOD – GUVNL will have the right to 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 13.3.1 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.

Article 7: Dispatch and Scheduling

7.1 Dispatch and Scheduling

i. The HPD shall be required to schedule its power as per the applicable Regulations / Requirements / Guidelines of CERC / GERC / SLDC / WRLDC and maintain compliance to the Grid Code requirements and directions, as specified by SLDC / WRLDC from time to time. Any deviation from the schedule will attract the provisions of applicable Regulation / Guidelines / Directions and any financial implication on account of this shall be to the account of the HPD.

ii. The HPD shall be responsible for directly coordinating and dealing with GUVNL, State Load Dispatch Centre's, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations.

iii. The HPD shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the HPD.

iv. Grid charging of the ESS is not allowed as per this Agreement.

7.2 Scheduling and Offtake of Energy during Peak Hours

i. The generated energy shall be dispatched through scheduling of power in both Peak and Off-Peak hours. It is mandated to deliver the 3000 kWh of energy per MW rated Project capacity of the project in AC terms, during Peak Hours as per the schedule given by GUVNL (i.e 100 MW of project capacity shall supply 300,000 kWh of energy during Peak Hours), on a daily basis. Reconciliation of the same shall be carried out on a monthly basis. Modifications in the metering arrangement account of the same, if any, shall be under the scope of the HPD, at its own risk and cost.

ii. The HPD may supply the required energy during Peak Hours either from the stored energy in the ESS or from any of the identified RE generation available during the Peak Hours.

iii. The discharge of mandated supply of energy during Peak Hours shall be governed by the demand pattern, as per the SLDC's day-ahead schedule. It is clarified that power supply from the Project will be off-taken by GUVNL / SLDC on a "must-run" basis, for the 24-hour period of the day. However, for each 100 MW of Contracted Capacity, as per the PSA, GUVNL shall off-take 50 MW power for each 1-hr block during the Peak Hours, limited to six nos. of 1-hour blocks, at the Peak Tariff. The off-take of power at Peak Tariff shall be limited to

50 MW for each 1-hr block during the Peak Hours, subject to the flexibility in the upper limit as per Article 5.4 (ii). However, energy exceeding the above limits supplied during the Peak Hours will be off-taken by GUVNL at Off-Peak Tariff.

The discharge cycle corresponding to offtake of stored energy may vary as per requirements of GUVNL, only as per the following breakup:

DISCHARGE HOURS DURING MORNING PEAK HOURS, BETWEEN (& INCLUDING) 06:00 HRS (WITH A ±30 MINUTES VARIATION) UP TO 09:00 HRS (WITH A ±30 MINUTES VARIATION)	DISCHARGE HOURS DURING EVENING PEAK HOURS, BETWEEN (& INCLUDING) 18:01 HRS (WITH A ±30 MINUTES VARIATION) UP TO 24:00 HRS (WITH A ±30 MINUTES VARIATION)	TOTAL DISCHARGE HOURS
2	4	6

In other words, GUVNL shall mandatorily off-take Peak Power by choosing 4 hours from the evening Peak Hours and 2 hours from the morning Peak Hours. Further, a variation of ±30 minutes in the deadlines of morning and evening peak hours is also allowed in making that choice by GUVNL.

During the 6 nos. of 1-hr blocks as selected by GUVNL, in case of power being supplied in excess of 50 MW in any of the 1-hr blocks (for each Contracted Capacity of 100 MW), such power will be off-taken @ Off-Peak Tariff.

Further, for every 100 MW Contracted Capacity, supply of power below 50 MW, during any 1-hr block in the 6 nos. of 1-hr block as identified by GUVNL, will be counted as shortfall in supply of Peak Power.

iv. GUVNL shall be required to intimate its choice of Peak Hours to HPD on a day ahead basis, which will be deemed to be have been accepted by the HPD for supply of Peak Power. GUVNL shall mandatorily offtake such power as scheduled by the HPD.

In case GUVNL fails to intimate its choice of Peak Hours for a particular day or chooses less than 6 hours for Peak Power supply, the HPD shall be free to choose such Peak Hours in line with Clause 4.10.2v of the RfS, as per its own discretion, and shall intimate such choice to GUVNL / SLDC on day-ahead basis. Energy accounting will be done on the scheduling done by the HPD, at the respective Peak and Off-Peak PPA tariffs.

v. GUVNL will mandatorily off-take the specified 300MWh for each 100MW capacity during Peak Hours at the Peak Tariff quoted by the HPD.

Article 8: Rates and Charges

8.1 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.

8.2 The Applicable Tariff under this Agreement shall be paid in two parts, comprising **Peak Tariff and Off-Peak Tariff.** The HPD shall be entitled to receive the Off-Peak Tariff of **Rs. 2.29/kWh** fixed for the entire Term of this Agreement, for the energy supplied during the Off-Peak Hours. The HPD shall also be entitled to receive the Peak Tariff of **Rs. ...../ kWh** [Insert the Peak Tariff discovered through the bidding process conducted by GUVNL], fixed for the entire term of this Agreement, for the energy supplied during the Peak Hours. The above mentioned Peak and Off-Peak Tariffs shall be applicable with effect from the SCOD, for the power sold by the HPD to GUVNL for the scheduled energy as reflected in the Energy Accounts. In case of early part-commissioning of the Project, subject to the consent for such purchase, GUVNL may purchase the generation as per Schedule 4. In both the cases of early part or full commissioning of the Project, the Applicable Tariff for the commissioned Project shall constitute Off-Peak Tariff @ Rs. 2.29/kWh and Peak Tariff @ Rs. _____[Insert Tariff]/kWh from and including the SCOD, in accordance with Schedule 4.

8.3 Any excess generation over and above energy specified in Article 5.4 (i), will be purchased by GUVNL as per Schedule 4, provided GUVNL consents for purchase of such excess generation. Any energy produced and flowing into the grid before SCOD shall not be at the cost of GUVNL. However, the HPD will not be allowed to sell energy generated prior to SCOD or excess energy during any Contract Year to any other entity other than GUVNL unless refused by GUVNL.

8.4 Further, In case of energy supply during Peak Hours over and above the mandated energy requirement including the excess generation allowed as per Article 5.4 (ii), the HPD will be paid energy charges @ Off-Peak Tariff.

8.5 For each KVARH drawn from the grid, the HPD shall pay at the rate determined by GERC to GETCO from time to time in case of STU connectivity. In case of CTU connectivity, the drawl of reactive energy shall be governed as per applicable regulations.

8.6 In case of delay in commissioning of the Project or part thereof beyond SCOD, the provisions as per Article 6.1 (ix) shall be applicable.

8.7 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 HPD to GUVNL.

8.8 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 9: Billing and Payment

9.1 Billing Provision

The Billing will be on monthly basis. GUVNL will be billed by the HPD based on units 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.

As per applicable regulation(s), all charges pertaining to obtaining open access and scheduling of power, if any, shall be borne by the HPD in case of CTU connectivity.

9.2 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 GUVNL.

9.3 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.

(4) The Late Payment Surcharge shall be claimed by HPD through the supplementary bill.

9.4 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.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \quad \text{per week or part thereof.}$$

9.5 Payment Security

GUVNL shall provide an Irrevocable and unconditional revolving Letter of Credit in favour of, and for the sole benefit of the HPD for the contracted capacity. All the cost

for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the HPD.

(1) The Letter of Credit shall be established in favour of, and issued to, the HPD on the date hereof and made operational thirty (30) days prior to due date of first invoice and shall be maintained consistent herewith by 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) 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 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.

9.6 Disputes:

In the event of a dispute as to the amount of any Tariff Invoice, GUVNL shall notify the HPD of the amount in dispute and GUVNL shall pay the HPD 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. If the dispute is not settled during such discussions then the

payment made by GUVNL shall be considered as a payment under protest. Upon resolution of the dispute, in case the HPD 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 / HPD 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.

9.7 Quarterly and Annual Reconciliation

I. The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within

30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

II. The Parties agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the HPD and GUVNL shall jointly prepare such reconciliation statement. Within fifteen (15) days of reconciliation statement, the HPD shall make appropriate adjustments in the next Monthly Bill. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

9.8 Payment of Supplementary Bill

I. HPD may raise a ("Supplementary Bill") for payments such as:

a) Adjustments required by the Energy Accounts (if applicable); or

b) Change in Law as provided in Article 12, or

c) Payment under Article 5.10, 5.11, & 5.12

And such Supplementary Bill shall be paid by the other Party.

II. GUVNL shall remit all amounts due under a Supplementary Bill raised by the HPD to the HPD's Designated Account by the Due Date, except open access charges, SLDC/RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 5.10, 5.11 & 5.12 Rebate as applicable to Monthly Bills pursuant to Article 9.4 shall equally apply. Payment will be made after realization of the same from GUVNL. No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

III. In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable on the same terms applicable to the Monthly Bill in Article 9.3.

Article 10: Metering and Communication

10.1 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 HPD 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 HPD shall install ABT meters at the Pooling Substation. 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, 2006, the Grid Code, as amended and revised from time to time. STU / 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. The HPD shall also install an ABT meter at interconnection point of the ESS.

(iv) The HPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at HPD's side of Delivery Point.

(v) In case of pooling of multiple Projects, power from multiple Projects can be pooled at a Pooling Substation prior to the Delivery point and the combined power can be fed at Delivery point through a common transmission line from the Pooling Substation. In such cases, ABT compliant sub-meters (two meters, each with separate CT, PT) are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in clause 10.1 (iii).

10.2 Sealing, Reporting and Maintenance of Meters

(i) The grid connected power plants will install necessary equipment for regular monitoring of solar irradiance (including GHI, DHI and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the Project.

(ii) Online arrangement would have to be made by the HPD for submission of above data regularly for the entire period of this Power Purchase Agreement to the SLDC, GUVNL and the concerned Ministry or concerned agency as per applicable regulation / directions.

(iii) The Main Metering System and the Backup Metering System shall be sealed in the presence of representatives of Power Producer and GETCO /CTU.

(iv) 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.

(v) 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.

(vi) All the Main and Check Meters shall be calibrated at least once in a period of three years.

(vii) 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.

10.3 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 11: Force Majeure

11.1 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. Such notice of Force Majeure shall be a precondition for recognition of an for claiming any relief for Force Majeure under this Agreement.

d) The affected Party shall also 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.

11.2 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 12: Change in Law

12.1 Definition

12.1.1 "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 have direct effect on the Project cost.

12.2 Relief for Change in Law

12.2.1 In case Change in Law on account of 9.1.1 (a) above results in the HPD'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 HPD shall be appropriately increased or decreased with due approval of GERC.

12.2.2 In case of Change in Law on account of 9.1.1 (b) above, the HPD 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 up to the Scheduled Commercial Operation Date upon submission of proof of payment made by the HPD towards safeguard duty and/or anti-dumping duty and/or custom duty and or Goods and Services Tax to the concerned Authority and with due approval of GERC. The increase / decrease in tariff due to 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.

12.2.3 The HPD / GUVNL or the HPD, 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.

12.2.4 The revised tariff shall be effective from the date of such Change in Law as approved by GERC.

Article 13: Term, Termination and Default

13.1 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 the term as provided in Schedule 4.

13.2 Survival: The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Term, Termination and Default), Article 14 (Dispute Resolution), Article 15 (Liability and Indemnification), Article 16 (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.

13.3 Events of Default:

13.3.1 HPD'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 HPD:

a. Failure to commission the project by scheduled commercial operation date beyond the period mentioned in Article 5.6

b. Failure to supply power in terms of the PPA

c. O & M Default on part of Power Producer

d. Failure or refusal by HPD 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. HPD 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 GUVNL on the HPD.

g. If the HPD (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 HPD 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 HPD 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

HPD and expressly assumes all obligations under this agreement and is in a position to perform them; or

i. The HPD repudiates this agreement.

j. Failure to maintain the shareholding in line with Article 5.1 (xvi) of this agreement.

k. Occurrence of any other event which is specified in this Agreement to be a material breach / default of the HPD or commits any other acts or omissions as laid down in the PPA.

13.3.2 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.

13.4 Termination:

13.4.1 Termination for HPD's Default: Upon the occurrence of an event of default as set out in sub-clause 13.3.1 above, GUVNL may deliver a "Default Notice" to the HPD in writing, with a copy to the representative of the lenders to the HPD with whom the HPD 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 HPD 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 HPD 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 HPD shall be liable to pay to GUVNL the damages, as provided in Clause 5.6 of the PPA for failure to commission within stipulated time and in Clause 5.1 (viii)(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 HPD shall have liability to make payment

toward compensation to GUVNL equivalent to six (6) months' billing or balance PPA period whichever is less, 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 HPD, the lenders shall be entitled to exercise their rights to seek substitution of the HPD 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 HPD 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 13.4.1 (b) by an amendment or novation of the PPA in favour of the selectee. The HPD 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.

13.4.2 Termination for GUVNL's Default: Upon the occurrence of an Event of Default as set out in sub-clause 13.3.2 above, the HPD 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 HPD 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 HPD, or if no offer of novation is made by the defaulting Procurer/ GUVNL within the stipulated period of 7 days, then the HPD 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% of the "Adjusted Equity" less insurance cover, if any in case of Combination B & C whereas 150% of the "Adjusted Equity" in case of Combination A, 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 HPD.

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" hereinabove 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 three three 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 14: Dispute Resolution

14.1 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.

14.2 The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.

14.3 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.

14.4 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 15: Liability and Indemnification

15.1 Indemnity

15.1.1 HPD's Indemnity: The HPD 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 HPD, or by an officer, director, sub-contractor, agent or employee of the HPD 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 GUVNL.

15.1.2 GUVNL's Indemnity: GUVNL agrees to defend, indemnify and hold harmless the HPD, 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 HPD, or by an officer, director, sub-contractor, agent or employee of the HPD.

15.2 Limitation on Liability

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

15.2.2 GUVNL shall have no recourse against any officer, director or shareholder of the HPD or any Affiliate of the HPD or any of its officers, directors or shareholders for

such claims excluded under this Article. The HPD shall have no recourse against any officer, director or shareholder of GUVNL, or any subsidiaries of GUVNL or any of its officers, directors or shareholders for such claims excluded under this Article.

15.3 Duty to Mitigate

15.3.1 The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 15.

Article 16: Miscellaneous Provisions

16.1 Governing Law: This Agreement shall be interpreted, construed and governed by the Laws of India.

16.2 Insurance: The HPD shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.

16.3 Books and Records: The HPD shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.

16.4 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.

16.5 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.

16.6 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 HPD:

Name: _____

Designation: _____

Address: _____

Ph. Nos.: _____ Fax No.: _____

In case of Gujarat Urja Vikas Nigam Limited:

Designation: General Manager (RE & 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

16.7 Confidentiality

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

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law, without the prior written consent of the other Party.

16.8 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.

16.9 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. Any amendment, change, alteration or modification shall be subject to the approval of the GERC.

16.10 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.

16.11 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.

16.12 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 HPD M/S. **Authorised Signatory** **WITNESSES** 1. _____ ( ) 2. _____ ( )	FOR AND ON BEHALF OF GUJARAT URJA VIKAS NIGAM LIMITED **Authorised Signatory** **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 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 STU / CTU for the evacuation scheme for evacuation of the power generated by HPP.
2. Approval of the Electrical Inspectorate, Government of Gujarat for commissioning of the transmission line and the solar project and / or the wind project installed at the Project Site.
3. Certificate of Commissioning of the Solar Photovoltaic Grid Interactive Power Project and / or Grid Interactive Wind Power Projects issued by GEDA.
4. Permission from all other statutory and non-statutory bodies required for the Hybrid Power 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 Hybrid Project Developer.
7. Approval for Water from the concerned authority (if applicable) required for the Project.
8. Clearance from Airport Authority of India, if required.
9. Any other clearances as may be legally required.

condition that the minimum capacity for acceptance of first part commissioning shall be 50% of

project capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. A project of capacity 100 MW or less can be commissioned in maximum two parts. The projects with capacity more than 100 MW can be commissioned in parts of atleast 50 MW each, with last part could be the balance capacity. However, the SCD will not get altered due to part commissioning. In case of part commissioning of the project, land corresponding to the part capacity being commissioned, shall be required to be demonstrated by the HPD prior to declaration of commissioning of the said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCD or from the date of full commissioning of the Projects, whichever is Earlier.

- Combination B: 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 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 years from the SCD

- Combination C: Part Commissioning of the Project shall be accepted by GUVNL subject to the condition that the minimum capacity for acceptance of first part commissioning shall be atleast 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. The Project can further be commissioned in parts of at least 25 MW batch size; with last part could be the balance capacity. However, the SCD will not get altered due to part commissioning. In case of part-commissioning of the project, possession of land in accordance with the provisions of PPA, corresponding to the part capacity being commissioned, shall be required to be demonstrated by the Generator prior to declaration of commissioning of the said part capacity. Irrespective of dates of part commissioning, the PPA will remain in force for a period of 25 years from the SCD. Part commissioning cannot be construed by just installing one source of generation, the Generator shall install both solar and wind capacities in proposed ratio on pro-rata basis.

1.11 Early Commissioning

- Combination A: The HPD shall be permitted for full commissioning as well as part commissioning of the project even prior to the SCD subject to availability of transmission connectivity and Long Term Access (LTA). In case of the early part commissioning GUVNL may purchase the generation at PPA tariff.

- Combination B: The HPD shall be permitted for full commissioning as well as part commissioning of the project even prior to the SCD. In case of early part commissioning, till SCD, GUVNL may purchase the generation till SCD, at 75% of the PPA tariff. However, in case the entire capacity is commissioned prior to SCD, the procurer may purchase the generation at PPA tariff.

- Combination C: The Generator shall be permitted for full commissioning as well as part commissioning of the project even prior to the SCD subject to availability of transmission connectivity and Long Term Access / Medium term / Short Term Access. In case of the early part commissioning, the Generator will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. GUVNL shall provide refusal within 30 days from the receipt of the request, beyond which it would be considered as deemed refusal. Procurement of such early commissioned power, if accepted by GUVNL, shall be done at the PPA tariff.

Subject: Petiton No. 2098 of 2022
Date: Wednesday, 15 June 2022 at 4:51:07 PM India Standard Time
From: Fahadkhan
To: Roopwant Singh, IAS, Wasim Ansari, P.J.Jani, E FILING
CC: aocom.guvnl@gebmail.com
Attachments: Petiton No. 2098 of 2022.pdf

Dear Sir,

Please find attached herewith GUVNL's affidavit dated 15.06.2022 in Petition No. 2098 of 2022 for compliance to the Hon'ble Commission's directives issued under daily order dated 09.06.2022.

Regards,
Fahadkhan
Jr. Assistant
GUVNL Commerce.

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

REF NO: GUVNL/COM/2022/GM(RE & IPP)/Solar/ 644 Date: 15/06/2022

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 15.06.2022 in Petition No. 2098 of 2022.

Respected Sir,

Please find attached herewith GUVNL's affidavit (1 original + 4 copies) dated 15.06.2022 in Petition No. 2098 of 2022 for compliance to the Hon'ble Commission's directives issued under daily order dated 09.06.2022.

Thanking you,

Yours faithfully,

15/6/22

Parthik Joshi
(Dy. Chief Accounts Officer)
O/C

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2098 / 2022

Filing No:

Case No:

IN THE MATTER OF

Miscellaneous Petition under Section 86 read with Section 63 of the Electricity Act 2003 for approval of deviations from the Guidelines issued by Central Government for procurement of power through Tariff Based Competitive Bidding Process from Grid Connected Renewable Energy sources i.e Wind, Solar and Wind-Solar Hybrid projects and for approval of bid documents for carrying out bidding process for procurement of power from Hybrid Power Projects having RE generation with co-located Energy Storage Systems.

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 order dated 09.06.2022 read with addendum order dated 13.06.2022 in Petition No. 2098 / 2022.

MOST RESPECTFULLY SHOWETH:

1) The Hon'ble Commission vide Order dated 09.06.2022 in Petition No. 2098 / 2022 filed by GUVNL directed 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.

1) In this regard, it is submitted that the Petitioner GUVNL has issued public notices on 15.06.2022 in Sandesh & The 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 the directives of Hon'ble Commission.

2) Moreover, as allowed by the Hon'ble Commission vide addendum order dated 13.06.2022, GUVNL has issued a tender vide RFS dated 14.06.2022 inviting bids for procurement of power through competitive bidding process followed by

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

363

reverse e-auction from 500 MW grid connected RE projects with assured peak power supply along with Energy Storage System located in the State of Gujarat wherein the following Clause 1.1.3 has been added.

"GUVNL has filed Petition No. 2098 of 2022 before the Hon'ble GERC for approval of deviations from Guidelines for tariff based competitive bidding process notified by Government of India for procurement of power from grid connected RE projects i.e. Wind or Solar or Wind-Solar Hybrid Projects. Hon'ble Commission vide daily order dated 09.06.2022 read with addendum order dated 13.06.2022 in the matter 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. 2098 of 2022."

15/6/22

Gujarat Urja Vikas Nigam Limited
PETITIONER

Date: 15.06.2022
Place: Vadodara

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

364

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR
Petition No. 2098 / 2022

Filing No:
Case No:

IN THE MATTER OF

Miscellaneous Petition under Section 86 read with Section 63 of the Electricity Act 2003 for approval of deviations from the Guidelines issued by Central Government for procurement of power through Tariff Based Competitive Bidding Process from Grid Connected Renewable Energy sources i.e Wind, Solar and Wind-Solar Hybrid projects and for approval of bid documents for carrying out bidding process for procurement of power from Hybrid Power Projects having RE generation with co-located Energy Storage Systems.

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

PETITIONER

Sr. No. 12657
Date : 15/06/2022

AFFIDAVIT

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

1. I am the Dy 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 submission and say that the contents stated therein are based on the records of the Petitioner Company maintained in the normal course of business and believed by me to be true.
3. I say that the Annexures are true copies of their originals.

DEPONENT

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

VERIFICATION:

I, the Deponent 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 therefrom.

Verified at Vadodara on this 15th day of June, 2022.

Identified before me.

DEPONENT

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

HARISHCHANDRASINH J. ZALA NOTARY DIST. VADODARA

My Commission Expires on 04/07/2023

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

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

Annexure - A

365

જાહેર નોટિસ

...

જાહેર નોટિસ

...

જાહેર ચેતવણી

...

જાહેર નોટિસ

...

જાહેર નોટિસ

...

જાહેર નોટિસ

Annexure-B

366

GOLD ₹50,471 | RUPEE 78/USD | OIL $118.20 | SILVER ₹59,874

SENSEX: 52,693.17 ▼ 143.13 (-0.29%) NIFTY: 15,732.10 ▼ 42.30 (-0.27%) NIKKEI: 26,678.86 ▼ 257.58 HANG SENG: 21,967.89 ▲ 41.11 FTSE: 7,351.17 ▼ 51.61 DAX: 13,328.05 ▼ 98.98

JULY 2020-JUNE 2021: 0.7% OF NATION'S POPULATION WAS 'TEMPORARY VISITOR'

Over 84% of 'temporary visitors' moved due to Covid-linked factors

AANCHAL MAGAZINE & MIHIR MISHRA
NEW DELHI, JUNE 14

AFTER THE onset of the Covid-19 pandemic in March 2020, 0.7 per cent of the country's population was a 'temporary visitor' in households during July 2020-June 2021, a report named Migration in India 2020-21', released by the Ministry of Statistics and Programme Implementation (MoSPI) on Tuesday, showed. Over 84 per cent of these 'temporary visitors' — categorised as those who arrived after March 2020 and stayed in the household continuously for a period of 15 days or more but less than 6 months — moved places for reasons linked to the pandemic — ranging from meeting family/relatives/friends, loss of jobs/income due to lack of employment opportunities, migration of earning member, closure of educational institutions and health-related reasons, it showed.

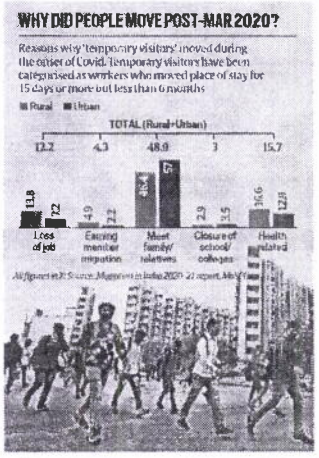
A total of 48.9 per cent of the 'temporary visitors' moved to meet family/relatives/friends during July 2020-June 2021, while 15.7 per cent of such temporary visitors moved for health-related reasons and 12.2 per cent moved for loss of job/closure of unit/lack of employment opportunities, the findings of the report showed.

The Migration in India' report, which is based on first-time collection of additional data during the annual round of Periodic Labour Force Survey for July 2020-June 2021, separates the categories of 'temporary visitors' and 'migrants'. While 'temporary visitors' have been defined as the ones who arrived in households after March 2020 and stayed continuously for a period of 15 days or more but less than 6 months, 'migrants' have been defined as those, for whom the last usual place of residence (any time in the past, is different from the present place of enumeration.

"That 0.7 per cent is male. Female combined at all-India level and that percentage is in reference to the country's population. 0.7 per cent of the country's population moved during July-June 2020-21 as temporary visitors in the households. If the absolute numbers have to be estimated, it has to be multiplied with the country's population. The survey block was introduced in July 2020 and the period of survey for assessing this information was July 2020-June 2021. The temporary visits were due to a variety of reasons as established in the survey," a senior official from the National Sample Survey Organisation (NSSO) said. Taking the country's total population to be 121.09 crore (Census 2011), 0.7 per cent would imply to be about 85 lakh 'temporary visitors' in the households.

The all-India migration rate was 28.9 per cent in July-June 2020-21, with 26.5 per cent migrants rate in rural areas and 34.9 per cent in urban areas. Females recorded a higher share of migration rate of 47.9 per cent, with 48 per cent in rural areas and 47.8 per cent in urban areas. The migration rate for males was seen at 10.7 per cent, with 5.9 per cent in rural areas and 22.5 per cent in urban areas.

Among females, the highest level of migration rate was seen at 56.8 per cent for marriage, while 46.6 per cent of the males migrated in search of employment, to take up better employment/business/proximity to place of work, or loss of job/closure of unit/lack of employment opportunities. During July-June 2020-21, 0.2 per cent persons migrated due to migration of parent/earning member of the family, with 12.5 per cent males and 7.3 per cent females migrating for this reason.



Labour survey reveals sharp drop in jobless rate in 2020-21

ENS ECONOMIC BUREAU
NEW DELHI, JUNE 14

LABOUR INDICATORS recorded a sharp, all-round improvement in 2020-21 (July-June) compared with the previous three years, data released by the National Statistical Office (NSO) on Tuesday showed.

The annual report of PLFS for July-June 2020-21 showed that the unemployment rate, as per usual status (reference period of last 365 days preceding the survey), eased to 4.2 per cent from 4.8 per cent in 2019-20. As per the current weekly status (reference period of one week) — contrary to perceived expectations of a likely hit on jobs — unemployment rate eased to 7.5 per cent in 2020-21 from 8.8 per cent.

According to the report, the labour force participation rate (LFPR), or those working or seeking or available for work in the labour force, was the highest in four years at 39.3 per cent in 2020-21, as was the worker population ratio (WPR) at 36.3 per cent. WPR is defined as the percentage of employed persons in the population. WITH PTI

Two states walk out of NPS

Rajasthan and Chhattisgarh stop contributing to fund

ENS ECONOMIC BUREAU
MUMBAI, JUNE 14

THE NATIONAL Pension System (NPS), managed by the Pension Fund Regulatory and Development Authority (PFRDA) and designed to unburden the Central government and state governments of huge future pension liabilities, has received a setback as two states, Rajasthan and Chhattisgarh, have walked out of the system after participating in it for the last few years.

Sources confirmed that both the states, ruled by the Congress, have stopped contributing any funds from their side to the NPS since April 1. "Yes, both the governments have stopped the payment. Now, whatever the funds they had contributed earlier will be taken care of by us," said an official, adding that there are no legal ways through which the PFRDA can return the funds whatever have been contributed by these two states.

PARTICIPANTS

- All other states except Tamil Nadu and West Bengal had participated in the NPS and the last to join was Tripura

All other states except Tamil Nadu and West Bengal had participated in the NPS and the last state that had joined the NPS was Tripura.

Chhattisgarh Chief Minister Bhupesh Baghel had urged Prime Minister Narendra Modi to issue a directive to the PFRDA to refund the money deposited towards the NPS since November 2004 by the state government along with accruals. Baghel made this demand after the PFRDA rejected the state government's request to withdraw Rs 17,240 crore accrued under the NPS.

The state government has decided to reinstate the old pension scheme (OPS) "in the interest of government officials and employees". Meanwhile, speaking to the media, Supratim Bandyopadhyay, Chairperson, PFRDA, said the total assets under NPS have touched Rs 35 trillion and currently has an AUM of Rs 7.4 trillion with 5.33 crore subscribers across central and state government corporates and retail subscribers.

Bandyopadhyay said equity schemes under NPS have given a return of 11.92 per cent while the corporate bonds have provided a return of 9.21 per cent. Three new players, Tata Asset Management, Axis Bank and Max Financial have joined as new pension fund managers recently and will start their operations shortly.

Bandyopadhyay hinted that the PFRDA is working out plans to launch a guaranteed pension scheme, which can be linked to government securities and can also be made floating and may be launched by September.

Govt clears 4 names for RBI Board

ENS ECONOMIC BUREAU
MUMBAI, JUNE 14

THE GOVERNMENT has nominated Anand Mahindra, Venu Srinivasan, Pankaj Ramanbhai Patel and Ravindra H Dholakia as part-time non-official Directors on the Central Board of Reserve Bank of India (RBI).

As per an official statement, the Appointments Committee of the Cabinet (ACC) approved the proposal of appointment for a period of four years from the date of notification of the appointment or until further orders, whichever is earlier.

NON-OFFICIAL DIRs

- Ravindra H Dholakia
- Venu Srinivasan
- Pankaj Ramanbhai Patel
- Anand Mahindra

Dholakia was the Economics Area faculty at IIM Ahmedabad from September 1985 to April 2018 when he superannuated. He was earlier on the Monetary Policy Committee of the RBI which decides the policy rates.

Venu Srinivasan is the Chairman Emeritus of TVS Motors. He is also on the board of Tata Sons Ltd.

Patel is the Chairman of Zydus Lifesciences Ltd, as well as the president of FICCI (2016-17).

Mahindra is the chairman of Mahindra group, which has presence across segments such as automobiles to IT, agribusiness and hospitality sectors.

BRIEFLY

WPI inflation up

New Delhi: Wholesale price-based inflation surged to a record high of 15.88 per cent in May as crude prices rose and heatwave brought about a spike in prices of vegetables and fruits. PTI

Crisil on NBFCs

Mumbai: Retrenching cost for NBFCs are likely to rise by 95-105 bps this fiscal with the recent rate hike by RBI. As per a Crisil Ratings analysis of NBFCs, Rs 15 lakh crore of debt, or 65 per cent of outstanding debt as on March 31, is due for repricing this fiscal owing to interest reset or maturity. Another Rs 3 lakh crore of incremental debt is likely to be raised to support expected growth in lending. However, overall profitability is likely to be stable cushioned by a fall in credit costs, Crisil said. ENS

IIT-M report

Mumbai: An IIT Madras Research Park and IITM Incubation Cell report pinpoint changes in banking transactions and KYC process to take banking facilities to low-income group communities across. ENS

LIC offering

Mumbai: The LIC-introduced non-linked participating individual savings life plan Bima Sarathi say. ENS

Green hydrogen: TotalEnergies to pick up 25% in Adani arm

ENS ECONOMIC BUREAU
MUMBAI, JUNE 14

THE ADANI group and France's TotalEnergies have entered into a new partnership to jointly create the world's largest green hydrogen ecosystem. In a first strategic alliance, TotalEnergies will acquire a 25 per cent minority interest in Adani New Industries Ltd (ANIL) from Adani Enterprises Ltd (AEL).

"Both Adani and TotalEnergies are pioneers in energy transition and clean energy adoption, and this joint energy platform further strengthens the public ESG commitments made by both companies. ANIL's ambition is to invest over $50 billion over the next 10 years in green hydrogen and associated ecosystem," Adani group said.

In the initial phase, ANIL will develop green hydrogen production capacity of 1 million tonnes per annum before 2030. "The strategic value of the Adani-TotalEnergies relationship is immense at both the business level and the ambition level," said Gautam Adani, chairman, Adani group.

"The Indian production capacity of 1 million ton per annum of green hydrogen will be a major step in increasing the share of low-carbon and renewable molecules including biofuels, biogas, hydrogen, and e-fuels to 25% of its energy production and sales by 2030," said Patrick Pouyanné, chairman and CEO, TotalEnergies. *Full report on www.indianexpress.com*


TotalEnergies HQ, Paris. The firm will buy 25% in Adani New Enterprises. *Reuters file*

Goyal: Getting half-baked deal on TRIPS waiver

Geneva: Expressing concern over the way some developed countries are nitpicking on the proposal to patent waiver to deal with Covid under the aegis of the WTO, Commerce Minister Piyush Goyal on Tuesday said nations that are supporting the proposal are getting completely "half-baked" deal and that will not allow them to make any exceptions.

Rejects fisheries subsidy text

Rejecting the current text on fisheries subsidy negotiations, he said on Tuesday said WTO members engaged in last-ditch negotiations should stop pleading any kind of subsidies for 25 years as they provide highest support measures and are indeed unfairly exploiting the fisheries resources. Meanwhile, India strongly rejected members for finding a premature settlement to the issue of public stock holding of agricultural foodgrains by developing countries. PTI


Piyush Goyal *File*

AI acquisition of AirAsia India gets CCI green light

PRANAV MUKUL
NEW DELHI, JUNE 14

THE COMPETITION Commission of India (CCI) has cleared the acquisition of AirAsia India's entire equity stake by Tata group-owned Air India. Currently, Tata Sons, the holding company of the Mumbai-based conglomerate, holds 83.67 per cent stake in Air India, while the remaining is held by Malaysia's AirAsia Bhd.

Formal approval

This is the first formal regulatory approval to Tata Group's plan to consolidate its aviation portfolio. Tata group and Tony Fernandes-led AirAsia Bhd in 2014 AirAsia India, a joint venture between the two. Tata group later launched full-service airline Vistara in a 51:49 joint-venture with Singapore Airlines and bought 100 per cent stake in Air India, along with its low-cost subsidiary Air India Express in the deal.

The organisation is proposed to combine its aviation portfolio.

It is also learnt to be meeting all its employees to a single corporate office in Gurgaon.


An Air India aircraft at Kolkata airport. *File*

EXPLAINED

The significance

Founded as a joint venture by Tata group and Malaysia's Tune Group in 2013, AirAsia India is the only airline in which Tata group has a stake. Tata group has a majority stake in Vistara as a joint venture between Tata Sons and Singapore Airlines. Tata Sons, which is a holding company for Air India, a wholly-owned subsidiary of Tata Sons, the CCI said.

Government of India, Department of Atomic Energy, Heavy Water Plant (Kota)
e-Tender invitation notice no.: HWPK/CTR/2022/E14
Online bids are invited through e-Tendering mode for "Renovation of PC&C lab Passing office cabins in old AC plant area at township of HWP(K) Plot Kota" by General Manager, Heavy Water Plant (Kota), Post Anandpur (RPO) Via Kota (Rajasthan) as well On behalf of the President of India, from responsible, eligible and experienced contractors. Estimated cost of work: Rs. 19,42,819/- EMD: Rs. 39,400/- Work Completion Time: 15 months. Tender documents may be viewed/downloaded from 08.06.2022 (10:00 hrs) to 20.06.2022 (till 10 hrs). The last date for online submission of tender is 20.06.2022 (14:00 hrs). The technical bids will be opened on 21.06.2022 at 10:00 hrs.
For detailed NIT and tender documents please visit the website https://heavywater.gov.in/Contracts/Tenders.aspx. For further assistance, please contact Telephone no. 07477-285202/285203 or e-mail: hwpkota@dae.gov.in or Fax: 07477-285202 on all working days.
General Manager
For & on behalf of President of India

Dakshin Gujarat Vij Company Ltd.
CIN U40102GJ2003SGC042909
Regd. & Corp. Office: 'Urja Sadan', Nana Varachha Road, Kapodara Char Rasta, Surat 395 006 GUJARAT
DGVCL Toll Free No. 19123 (or 1800 233 3003)
Tender Notice
Tender: DGVCL/SDA/PJ/CO2022/PMA of Consultancy Services for assisting and supporting in Project Management to DGVCL under Revamped Reforms-Linked Results-Based Distribution Sector Scheme. Details are available on www.dgvcl.com (for view and download tender documents) and www.dgvcl.nprocure.com (for view, download and online tender submission).
Note: Bidders may visit the Company websites for regular updates till opening of the tender.
ADE (SDAP), DGVCL, Surat.

DELHI JAL BOARD, GOVT. OF NCT OF DELHI
OFFICE OF THE Addl. Chief Engineer (C)-06
THROUGH DEPUTY SUPERINTENDING ENGINEER (PR) SR. 4
POCKET-D- 7, ROHINI SECTOR- 6, NEW DELHI-110085
Email- eepsr111@gmail.com
Press Note
NIT No. 06/(2022-23)
Further details in this regard can be seen at https://govtprocurement.delhi.gov.in
Sd/-
(Narender Kumar)
Dy. S. E. (PR)SR-4
Advt. No.: J.B.V. 166/2022-23
"STOP CORONA: Wear Mask, Follow Physical Distancing, Maintain Hand Hygiene"

BANGALORE WATER SUPPLY AND SEWERAGE BOARD
INVITATION FOR TENDER (Through e-procurement portal only)
BWSSB, invites tenders in Two Stage tender system from eligible registered contractors for the below mentioned works:
Name of Work | Amount Put to Tender | EMD
Office of the Engineer-in-Chief, 2nd Floor, Cauvery Bhavan, K.G. Road, Bangalore-560 009.
No.BWSSB/EIC/CE/EE/ACE(E)-1/DCE(M)-I/NTA(M)-III/1841/2022-23 | Date: 13-06-2022
Work of Providing and laying of 700 mm dia MS water supply feeder line along CV Raman Road upto HMT Road junction and 300mm dia MS water supply line along CV Raman Road to Yeshwanthpur junction under AEE (NE)-1 Sub-division. | Rs.2,08,20,673/- | Rs.4,33,900/-
The Last Date for submission of completed Tender documents is on 29-06-2022 upto 15:00 hrs. and the Date of Opening of Tenders will be on 01-07-2022 after 16:00 hrs.
Sd/- Chief Engineer (East).
Office of the Chief Engineer (WWM), 5th Floor, Cauvery Bhavan, K.G. Road, Bangalore-09
No.BWSSB/CE(WWM)/ACE(WWM)-1/TA-1/4687/2022-23 | Date: 13-06-2022
Work of Providing and laying of 450 / 600 mm dia RCC NP3 class sewer line from Ambedkar Nagar to along Atal Bihari Vajpeye Road upto BBMP Office Kadugodi. | Rs.285.16 Lakhs | Rs.4.34 Lakhs
The Last Date and Time for Receipt of Tenders will be on 30-06-2022 upto 17:30 hrs. and the Date of Opening Technical Tenders will be on 02-07-2022 at 10:30 hrs.
Sd/- Chief Engineer (WWM).
Further particulars can be obtained from the above office during office working hours and website https://eproc.karnataka.gov.in
HAVE SYMPTOMS OF COVID-19? CALL AT 104 OR 1410
Wear Mask | Follow Physical Distancing | Maintain Hand Hygiene

JAIPUR VIDYUT VITRAN NIGAM LIMITED
Office of the Superintending Engineer (MM-II)
SHORT TERM NOTICE INVITING BID
A - Tender under e-procurement: e-tender is invited for purchase of 11 kV Composite Polymer Fix Insulator (TN-4896 Tender No.:2022JVVNL00009731). All the details regarding tender is available at web site http://energy.rajasthan.gov.in/jvvnl and www.eproc.rajasthan.gov.in
SUPERINTENDING ENGINEER (MM-II)
For Electricity Complaints Toll Free No. 1800 180 6567

KERALA WATER AUTHORITY
e-Tender Notice
Tenders: 1st Re-Tender No. 1889/SE/PHC/2022-23 JAM 2020-21 - KOTTAYAM DISTRICT - KISS TO VELLAVOOR PANDIYAM - SUPPLYING AND LAYING DI/PVC/GI DISTRIBUTION NETWORK AND PROVIDING FHTCs IN VELLAVOOR PHASE I - Package X, EMD : Rs. 2,90,000/- (Rupees five lakhs only). Tender fee : Rs. 10,000 + (18% GST- it will be paid by the contractor on reverse charge basis wide filing his returns). Last Date for submitting Tender : 06-07-2022 (10:00 pm. Phone : 2451746/745. Website : www.kwa.kerala.gov.in, www.etenders.kerala.gov.in
KWA-JB-GL-4-368-2022-23
Superintending Engineer, PH Circle, Kottayam

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 Grid Connected Renewable Energy Projects with Assured Peak Power Supply along with the Energy Storage Systems (ESS) located in the State of Gujarat through RfS No. GUVNL / 500 MW / RE with ESS (Phase XV) dated 14.06.2022. For tender documents please visit the website www.bharat-electronictender.com and www.guvnl.com. The last date of bid submission is 30.07.2022
Date: 15/06/2022
General Manager (RE & IPP)

NMDC Limited
(A Government of India Enterprise)
"Khanij Bhavan", 10-3-311/A, Castle Hills, Masab Tank, Hyderabad-500028
Corporate Identity Number (CIN) - L13100TG1958GOI001674
CONTRACTS DEPARTMENT
Tender Enquiry No.:NMDC/Contracts/Pipeline/Kirandul/2022/241, Dated: 15.06.2022
IBSTC Ref No. NMDC/HO/2022-23/ET/160
NMDC Limited, a Navratna Public Sector Company under Ministry of Steel, Govt. of India, invites online bids from prospective bidders for the work of "Providing and Laying of 200 mm dia, MS / ERW Pipeline from Dep. ITC Junction to Dep. ITB Main Tank at NMDC, Kirandul Complex".
The Tender/NIT and Bid Documents can be viewed and/or downloaded from 16.06.2022, 11:00 Hrs. to 05.07.2022, 16:00 Hrs. from following websites:
1. NMDC website : https://www.nmdc.co.in/nmdctender/default.aspx
2. Central Public Procurement Portal : https://www.eprocure.gov.in/eprublicMapp and
3. Bidders are requested to submit their bids online through IBSTC Limited website. The details of submission of bid through online are given in NIT. The Bidders, on regular basis are requested to visit the NMDC's website / CPP Portal / IBSTC Limited for any updates in any of the above sites. For further clarification, the bidders can be contacted to Chief General Manager (Contracts), NMDC Limited, Hyderabad, email: contracts@nmdc.co.in
Chief General Manager (Contracts)

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. 2085 of 2022 before the Hon'ble GERC for approval of deviations from the Guidelines issued by Central Government for procurement of power through Tariff based Competitive Bidding Process from Grid connected Renewable Energy Sources i.e., Wind, Solar and Wind-Solar Hybrid Projects, connected to Energy Storage Systems and for approval of bid documents for carrying out bidding process for procurement of power from such projects.
The 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 within 15 days of issuance of public notice. The petition is uploaded on www.guvnl.com
Date: 15/06/2022
General Manager (RE & IPP)