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/ 202 Date: 24/8/2022

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

AS (Legal) / Ex (Legal)
Process
25/8/2022

G.E.R.C.
INWARD No - 4583
Date : 25 AUG 2022

Sub: 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 Solar PV Projects and for approval of provisions regarding Greenshoe Option to be incorporated in the bid documents for procurement of power from project to be set up in proposed Khavda Solar Park.

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 Solar PV Projects and for approval of provisions regarding Greenshoe Option to be incorporated in the bid documents for procurement of power from project to be set up in proposed Khavda Solar Park.

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,

(Parthik Joshi)
Dy Chief Accounts Officer

Pl. accept the fee of Rs. 10,000/- subject to verification of GERC (fees, fines & charges) Regulation, 2005.
25/8/2022

Rs. 10,000/-
MR No. 3202
Date 25/08/22

Canara Bank
Together We Can

GUVNL
SARDAR PATEL VIDYUT BHAVAN
RACE COURCE ROAD
VADODARA
VADODARA

Account Statement as of 24-08-2022 18:09:46 GMT +0530

Account Holders Name	GUVNL
Branch	AHMEDABAD VEJALPUR LCB
Searched by :	Today's Transactions
Account Number	0343261015061
Customer Id	92060019
MICR CODE	380015025
IFSC CODE	CNRB0003189
Account Currency	INR
Balance B/F	1,62,67,28,621.40
Closing Balance	1,48,67,18,621.40

Txn Date	Value Date	Cheque No.	Description	Branch Code	Debit	Credit	Balance
24-Aug-2022 18:09:17	24-Aug-2022	000006280849	Funds Transfer Debit - GUJARAT ELEC RLG COMM	4834	10,000.00		1,48,67,18,621.40
24-Aug-2022 15:31:13	24-Aug-2022	000006280848	Funds Transfer Debit - GETCO	4834	14,00,00,000.00		1,48,67,28,621.40

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Details of Ombudsman:

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

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

COMPUTER OUTPUT- DOES NOT REQUIRE SIGNATURE

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

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION,
GANDHINAGAR

Filing No:

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 Solar PV Projects and for approval of provisions regarding Greenshoe Option to be incorporated in the bid documents for procurement of power from project to be set up in proposed Khavda Solar Park.

PETITIONER

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

PETITION UNDER SECTION 86 READ WITH SECTION 63 OF THE ELECTRICITY ACT, 2003 AND THE PROVISIONS OF THE GUIDELINES NOTIFIED BY THE CENTRAL GOVERNMENT UNDER SECTION 63 OF THE ELECTRICITY ACT, 2003.

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 on behalf of the State DISCOMs 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 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 "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" through the Ministry of Power vide Resolution dated 03.08.2017 under Section 63 of the Electricity Act 2003 relating to procurement of power from Solar Projects. 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, along with subsequent amendments is attached hereto and marked as **Annexure 'A' ('Colly').**

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

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

i. **Clause 3.1.1 of the Solar Guidelines dated 03.08.2017:**

"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."

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 power from grid connected Solar Projects through Competitive Bidding (followed by e-reverse auction) and entering into agreements for procurement of power from the solar projects.

15) The Petitioner is in process of issuing a tender for procurement of power from 600 MW Solar Projects to be set up in a solar park being developed at Khavda, Kutchh with Greenshoe option of additional upto 600 MW. The draft bidding documents containing Request for Selection (RfS), Draft Power Purchase Agreement (PPA), Draft Implementation and Support Agreement (ISA) and Draft Land Lease Agreement (LLA) for this tender have been prepared which are placed herewith as **Annexure – 'B'.** The salient features of the Solar Park and the bidding process to be conducted for procurement of power from the said solar park are as under:

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

(i) The State Government vide GR dated 25.01.2019 has notified the policy for allotment of land for development of Wind / Solar / Hybrid Parks. A High Powered Committee, chaired by Hon'ble Chief Minister was constituted to decide about allocation of land to various developers.

(ii) The Revenue Department, Government of Gujarat has allotted Approx. 72,400 hectares of land for 27,700 MW Renewable Energy capacity to following 6 Developers.

SN	Developers	Capacity (MW)	Land in (Ha.)
1	Gujarat Industries Power Company Ltd	2375	4750
2	Gujarat State Electricity Corporation Ltd	3325	6650
3	National Thermal Power Corporation Ltd	4750	9500
4	Adani Green Energy Ltd.	9500	19000
5	Sarjan Realities Ltd.	4750	9500
6	Solar Energy Corp. of India Ltd (for wind only)	3000	23000
	Total	27700	72400

(iii) Under the State Government's policy, the park developer is required to develop 50% Capacity within next 3 years and 100% capacity within 5 years. Accordingly, it is envisaged to develop approx. 14000 MW capacity in next 3 years and total 28,000 MW capacity in next 5 years in Khavda region near Vighakot Post, IB-Kutchh.

(iv) GSECL and GIPCL have already commenced activities for development of first tranche of 600 MW Parks each under Mode 8 of MNRE Guidelines for development of Solar Park wherein there is a provision for Central Financial Assistance (CFA). It is pertinent to mention that GSECL and GIPCL will have to incur various capex considering infrastructure planning of total 3325 MW and 2375 MW respectively in their RE parks as some of the infrastructure will be common. Further, per MW charges to be collected by GSECL and GIPCL from solar project developers will be determined taking into consideration the expenditure for full capacity and CFA available from MNRE.

(v) In view of above, GUVNL has given "In-Principle" approval to procure power to the extent of 3325 MW and 2375 MW capacity respectively from the solar projects of GSECL and GIPCL through tariff based competitive bidding. However, GSECL and GIPCL have requested GUVNL for procurement of power from part of the capacity at fixed tariff under CPSU Scheme of Government of India for availing the benefit of Viability Gap Funding under the CPSU Scheme. Therefore, Part of the procurement of power from the above capacity shall be through tariff based competitive

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

bidding and remaining part is proposed to be tied up at fixed tariff under CPSU Scheme of Government of India.

(vi) The final break up of capacity to be tied up through competitive bidding and under CPSU Scheme will be decided after receipt of necessary approvals of MNRE particularly the quantum to be developed under CPSU Scheme. GSECL and GIPCL have already applied for and been granted Connectivity and Long Term Access to the Inter-State Transmission Network of CTU to the extent of 600 MW each. Therefore, the procurement of power under the present tender would be for the first tranche of 600 MW capacity to be developed in the Solar Park to be set up by Gujarat State Electricity Corporation (GSECL) who will be developing the park as Solar Power Park Developer (SPPD) under Mode – 8 of the "Scheme for Development of Solar Parks and Ultra Mega Solar Power Projects" notified by Ministry of New and Renewable Energy vide OM dated 15.06.2020. The relevant OM of MNRE is attached herewith as **Annexure C**.

(vii) There will be a Greenshoe option for additional 600 MW capacity which may be allowed to State PSUs of Gujarat for developing Solar Projects in any other Solar Park Developed by Government companies in the State of Gujarat wherein an option to develop solar projects at L1 tariff discovered in the tender would be given on first come first serve basis to such State PSUs being PSUs other than the SPPD of the tender. The detailed modalities for allotment of the Greenshoe Capacity have been stipulated at Section 3.3.5 of the RFS.

(viii) There are 6 plots of 100 MW capacity each in the Solar Park of GSECL (GSECL Stage 1) at Khavda, Kutchh which will be allocated to the Successful Bidders based on their ranking after reverse auction. The Greenshoe capacity shall be developed in any other solar park developed by Government companies in the State of Gujarat.

(ix) For evacuation of power from the solar parks of GSECL and GIPCL, CTU is developing the ISTS transmission network including 765 KV transmission line and 400 / 765 KV Sub-station at Khavda (KPS 2). The power under the tender will be delivered to GUVNL at the CTU Sub-station and all transmission charges & losses upto the CTU sub-station will be borne by developers. ISTS transmission charges and losses, if any, after the delivery point will be borne by GUVNL.

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

(x) It is pertinent to mention that GSECL and GIPCL have approached State Government as well as MNRE for approval of Solar Park Charges in accordance with the provisions of MNRE's Scheme for "Scheme for Development of Solar Parks and Ultra Mega Solar Power Projects" and the solar park charges of the solar park shall be finalized in accordance with the approval of State Government & MNRE. The solar park charges mentioned in the bid documents (Annexure F of RFS) are provisional and shall be finalized after approval of MNRE.

16) While all the other provisions of the bid documents are prepared with a view to align the provisions of the same with the Guidelines issued by Central Government read with deviations approved by Hon'ble Commission vide orders including orders dated 15.03.2018 in Petition no. 1706 / 2018, 13.01.2020 in Petition No. 1848 / 2019 and 19.05.2022 in Petition No. 2069 / 2022, the Petitioner is seeking following further deviations / modifications as detailed below.

16.1 Force Majeure

The guidelines issued by Central Government for procurement of power from Solar Projects provide different Force Majeure provisions as detailed below.

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.

Force Majeure clause proposed by Petitioner

"ARTICLE 8: FORCE MAJEURE

8.1 Force Majeure Events

a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement)

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

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.*

xi) *non-fulfillment of obligations under Land Lease Agreement and Implementation & Support Agreement attributable to SPPD leading to delay in commissioning of the project.*

xii) *The delay in grant of connectivity/LTA, if applicable, 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 ISTS / InSTS network, will be considered as a factor attributable to the CTU / STU / transmission licensee and beyond the control of the Parties subject to the following;*

(a) The ISTS / InSTS sub-station at the Delivery Point and the power evacuation and transmission infrastructure of the ISTS / InSTS network, with which the Power Producer applies for connectivity, shall be scheduled for completion on or before the SCOD of the concerned Project so as to match the two timelines.

(b) Subject to adherence to above, subsequent to grant of connectivity, in case there is a delay in grant / operationalization of connectivity / LTA by CTU / STU and/or there is a delay in readiness of the ISTS / InSTS sub-station at the delivery point, including readiness of the power evacuation & transmission infrastructure of the ISTS / InSTS network until SCOD of the project and it is established that;

(c) The Power Producer has complied with the complete application formalities as per the connectivity procedure(s) and the ISTS / InSTS sub-station at the

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

delivery point at the power evacuation and transmission infrastructure of the ISTS / InSTS Network with which the Power Producer had applied for connectivity, was scheduled for completion on or before the SCOD of the project and;

(d) The Power Producer has adhered to the applicable procedure in this regard as notified by the CERC / GERC / CTU / STU and;

(e) The delay in grant of connectivity / LTA by CTU / STU and / or dealy in readiness of the ISTS / InSTS sub-station at the delivery point, including readiness of the power evacuation and transmission infrastructure of the ISTS / InSTS Network, is a factor solely attributable to CTU / STU / transmission licensee and is beyond the control of the Parties;

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.*

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

d) *The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.*

e) *To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.*

8.2 Available Relief for a Force Majeure Event:

No Party shall be in breach of its obligations pursuant to this agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

The event specified at Article 8.1(a)(xii) above and consequent delay shall be treated as delay beyond the control of the Parties and both Parties shall be eligible for suitable time extension in it's SCOD.

The Petitioner hereby seeks approval of Hon'ble Commission for the deviation from the Force Majeure clauses provided in the Guidelines issued by Central Government and approve the clause proposed by Petitioner as detailed above. In the aforesaid provisions proposed by GUVNL, the delay in commissioning of transmission and evacuation infrastructure by CTU / STU has been considered as Force Majeure event in order to avoid disputes in future.

17) The Petitioner has filed the present petition for (1) the approval of Greenshoe Option to be incorporated in the bid documents as mentioned at para 15 (vii) of the Petition and (2) the approval of deviations from the guidelines issued by Central Government for procurement of power from solar projects as mentioned at para 16 of the Petition.

18) **PRAYER:**

The Petitioner most respectfully prays that this Hon'ble Commission may be pleased to:

a) To admit the present Petition;

b) To approve the provisions regarding Greenshoe option mentioned at para 15 (vii) of the petition in respect of present tender.

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

c) To approve the deviations from the Solar Guidelines dated 03.08.2017 issued by Central Government for procurement of power from Solar including modifications, as proposed by Petitioner as per details stated at para 16 of the present petition in respect of all future tenders of solar;

d) To allow Petitioner to issue a fresh tender with the proposed deviations & provisions regarding Greenshoe Option, as an interim measure during pendency of the petition and the aforesaid tender may be 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.

GUJARAT URJA VIKAS NIGAM LIMITED
PETITIONER

DATED: 24.08.2022
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.

GUJARAT URJA VIKAS NIGAM LIMITED
PETITIONER

DATED: 24.08.2022
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 Solar PV Projects and for approval of provisions regarding Greenshoe Option to be incorporated in the bid documents for procurement of power from project to be set up in proposed Khavda Solar Park.**

PETITIONER

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

Sr. No. 14066
Date : 24/8/2022

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 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.

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

DEPONENT

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

DATED: 24.08.2022
PLACE: VADODARA

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

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

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) <u>Payment Security by Intermediary Procurer to the Solar Power Generator:</u>

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.

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

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.

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

Block No. 14, C.G.O. Complex
Lodi Road, New Delhi – 110003
Dated: 03.04.2018

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 29 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 29.03.2018 and approval of Hon'ble Minister of State (IC), Power & NRE.

(Sanjay Kamdhar)
Scientist C
Email: kamdhar.sp@gov.in
Telefax: 011-24362405

To

- 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 States/UTs
4. PS to Hon'ble Minister (Power & NRE)
5. PPS to Secretary, MNRE
6. PPS to AS, MNRE
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रजिस्ट्री सं० डी० एल०-33004/99 REGD. NO. D. L.-33004/99

भारत का राजपत्र
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विद्युत मंत्रालय

संकल्प

नई दिल्ली,14 जून, 2018

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

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

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

2.1 बिंदु संख्या 3.2.3 (क) का पैरा:

"भूमि अधिग्रहण:

बोली प्रस्तुत किए जाने के समय 100 प्रतिशत (शत-प्रतिशत) भूमि की पहचान और 7 (सात) महीने के भीतर पीपीए का निष्पादन, सौर विद्युत उत्पादक अथवा उससे सम्बद्ध पक्ष के नाम में अपेक्षित भूमि का कब्जा/100 प्रतिशत (शत-प्रतिशत) इस्तेमाल का अधिकार स्थापित करने के लिए दस्तावेज प्रस्तुत करना/लीज अनुबंध करना। यदि भूमि सम्बद्ध पक्ष के नाम पर हो, तो उत्पादन प्रारंभ होने की निर्धारित तारीख (एसमीडी) 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 अधिग्रहणः

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

2.2 बिंदु संख्या 12 का पैरा:

"वित्तीय समाप्ति

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

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

निम्नानुसार पढ़ा जाए:

"वित्तीय समाप्ति

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

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

2.3 बिंदु संख्या 14.3 का पैरा :

"चालू होने की समय सारिणी

परियोजनाएं, पीपीए के निष्पादन की तारीख से 13 (तेरह) महीनों की अवधि में चालू होंगी, लेकिन 250 मेगावाट और इससे अधिक क्षमता की परियोजनाएं, अगर सोलर पार्क से बाहर लगाई जा रही हों तो पीपीए के निष्पादन की तारीख से 15 (पंद्रह) महीनों की अवधि में चालू हो जाना चाहिए, चालू करने की निर्धारित तारीख के बाद विलंब से शुरू होने पर सोलर पावर जेनरेटर पर पीपीए में निर्धारित समय-सारणी के प्रावधानों के अनुसार जुर्माना लगाने का प्रावधान होगा। अगर सोलर पावर जेनरेटर के लिए खरीददार द्वारा चुने गए स्थान के हस्तांतरण में निर्धारित समय-सारणी के अनुसार विलंब होने पर वित्तीय समापन और पूर्व निर्धारित निष्पादन तारीख भी 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)

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विद्युत मंत्रालय

संकल्प

नई दिल्ली, 3 जनवरी, 2019

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

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

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

2.1 बिंदु संख्या 9 का पैरा:

"9. बोली प्रक्रिया के लिए निर्दिष्ट समय सारणी

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

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

निम्नानुसार पढ़ा जाए:

"9. बोली प्रक्रिया के लिए निर्दिष्ट समय सारणी

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

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

2.2 **बिंदु संख्या 12 का पैरा:**

"12. वित्तीय समाप्ति

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

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

निम्नानुसार पढ़ा जाए:

"12. वित्तीय समाप्ति

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

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

2.3 **बिंदु संख्या 14.3 का पैरा:**

"14.3. चालू होने की समय सारणी

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

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

निम्नानुसार पढ़ा जाए:

"14.3. चालू होने की समय सारणी

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

2.4 संलग्नक-I:

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

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

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

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

निम्नानुसार पढ़ा जाए:

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

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

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

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

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

घनश्याम प्रसाद, मुख्य अभियंता

MINISTRY OF POWER

RESOLUTION

New Delhi, the 3rd January, 2019

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

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

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

2.1 The Para at point No. 9:

"9. INDICATIVE TIME TABLE FOR BID PROCESS

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

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

May be read as under:

"9. INDICATIVE TIME TABLE FOR BID PROCESS

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

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

2.2 The Para at point No. 12:

"12. Financial Closure

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

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

May be read as under:

"12. Financial Closure

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

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

2.3 The Para at point No. 14.3:

"14.3. Commissioning Schedule:

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

May be read as under:

"14.3. Commissioning Schedule:

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

2.4 The Annexure-I:

"Annexure I – Time-Table for Bid Process

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

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

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

May be read as under:

"Annexure I – Time-Table for Bid Process

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

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

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

GHANSHYAM PRASAD, Chief Engineer

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

निम्नानुसार पढ़ा जाए:

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

2.2 बिंदु संख्या 13 का पैरा:

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

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

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

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

निम्नानुसार पढ़ा जाए:

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

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

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

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

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

2.3 बिंदु संख्या 20 का पैरा:

"20. दिशानिर्देशों के बारे में स्पष्टीकरण और संशोधन

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

निम्नानुसार पढ़ा जाए:

"20. दिशानिर्देशों के बारे में स्पष्टीकरण और संशोधन

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

घनश्याम प्रसाद, मुख्य अभियंता (आरएंडआर)

MINISTRY OF POWER

RESOLUTION

New Delhi, the 9th July, 2019

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

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

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

2.1 The Para at point No. 11.2:

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

May be read as under:

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

2.2 The Para at point No. 13:

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

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

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

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

May be read as under:

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

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

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

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

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

2.3 The Para at point No. 20:

"20. CLARIFICATION AND MODIFICATION TO GUIDELINES

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

May be read as under:

"20. CLARIFICATION AND MODIFICATION TO GUIDELINES

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

GHANSHYAM PRASAD, Chief Engineer (R&R)

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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

सं० 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 सं० 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 सं० 23/27/2017- आर एंड आर, 7 जनवरी, 2019के भारत के राजपत्र (असाधारण) (भाग-1 - खण्ड-1) में प्रकाशित संकल्प सं० 23/27/2017-आर एंड आर तथा 11 जुलाई, 2019 के भारत के राजपत्र (असाधारण) (भाग-1 - खण्ड-1) में प्रकाशित संकल्प सं० 23/27/2017-आर एंड आर के माध्यम से संशोधित किया गया है।

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

2.1 बिन्दु संख्या 2.1.1(ग) पर पैरा:

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

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

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

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

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

को इस तरह पढ़ा जाए:

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

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

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

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

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

जहां पर,

t_{avg} = भारित औसत शुल्क

w_i = सफल बोली 'i' द्वाराप्राप्त की गई क्षमता

t_i = सफल बोली 'i' के लिए शुल्क

तथा 'i'में भिन्नता1से n तक है

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

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

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

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

ii. **(क)**•मध्यस्थ खरीदार सौर ऊर्जा उत्पादक के साथ विद्युत खरीद समझौता (पीपीए) पर हस्ताक्षर करेगा और साथ ही अंतिम खरीदार के साथ भी विद्युत बिक्री करार (पीएसए) पर हस्ताक्षर करेगा।पीएसए के प्रावधान पीपीए के संबंधित प्रावधान के अनुसार होंगे एवं दरें खंड 2.1.1(ग) के अनुसार होंगी। पीएसए पर शुरुआत में बोली तय होने के आधार पर,"जून शुल्क" या "दिसंबर शुल्क" की दरों पर हस्ताक्षर किए जा सकेंगे और बाद में "जून शुल्क" या "दिसंबर शुल्क" की गणना होने पर, पीएसए में इसका उल्लेख किया जा सकता है।
(ख)•अंतिम खरीदार द्वारा रु. 0.07/किलोवाट घंटा का ट्रेडिंग मार्जिन मध्यस्थ खरीदार को देय होगा।

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

2.2 बिन्दु सं. 3.2.3(क) पर पैरा

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

को इस तरह पढ़ा जाए:

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

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

2.3 बिन्दु संख्या 5.3.2(क) पर पैरा

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

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

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

और,

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

को इस तरह पढ़ा जाए:

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

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

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

और,

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

2.4 बिन्दु सं॰ 5.3.2(ख) पर पैरा:

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

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

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

और,

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

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

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

को इस तरह पढ़ा जाए:

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

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

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

और,

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

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

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

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

2.5 **बिंदु संख्या 5.4 पर पैरा:**

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

को इस तरह पढ़ा जाए:

"5.4 अप्रत्याशित घटनाएं

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

5.4.2 अप्रत्याशित घटनाओं का वर्गीकरण

5.4.2.1 प्राकृतिक अप्रत्याशित घटना

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

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

ग) परियोजना भूमि पर भूगर्भीय स्थितियों, विपाक्त 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 पूर्ण विवरण, छूट का दावा करने वाले प्रभावित पक्ष पर इसके प्रभाव और प्रस्तावित उपचारात्मक उपाय शामिल होंगे। प्रभावित पक्ष अन्य पक्ष को उन उपचारात्मक उपायों की प्रगति पर नियमित (और साप्ताहिक से कम नहीं) रिपोर्ट और ऐसी अन्य जानकारी देंगे जिसके लिए अन्य पक्ष अप्रत्याशित घटना के बारे में यथोचित अनुरोध कर सकते हैं।

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

5.4.5 निष्पादन से छूट

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

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

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

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

5.4.6 अन्य हानियों के लिए कोई उत्तरदायित्व नहीं

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

5.4.7 निष्पादन का पुन: 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 पर:-

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 अनुवंधात्मक क्षमता में करे, ऐसे में परियोजना की परिसम्पत्तियां सौर विद्युत उत्पादक द्वारा रखी जाएंगी।

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

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

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

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

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

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

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

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

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

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

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

2.9 बिन्दु सं॰ 10 का पैरा:

"10. ठेका देना और कार्य पूरा करना

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

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

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

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

को इस तरह पढ़ा जाए:

"10. ठेका देना और कार्य पूरा करना

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

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

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

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

2.10 बिन्दु सं.12 पर पैराः

"12. वित्तीय समाप्ति

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

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

को इस तरह पढ़ा जाएः

"12. वित्तीय समाप्ति

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

(ख).ऐसा न होने पर खरीदार पीबीजी का नकदीकरण कर सकता है बशर्ते कि देरी का कारण खंड 3.2.1 और खंड 3.2.2 के अनुसार खरीदार द्वारा जमीन के आबंटन में देरी रहा हो या सरकार द्वारा जमीन के 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.

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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 मे 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.

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Annexure - B

REQUEST FOR SELECTION (RfS)

FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS FOLLOWED BY REVERSE E-AUCTION] FROM 600 MW GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS LOCATED IN 600 MW SOLAR PARK AT KHAVDA (GSECL STAGE 1) WITH GREENSHOE OPTION OF ADDITIONAL UPTO 600 MW.

RfS No. GUVNL / 600 MW / Solar (Phase __) dated _____

(Tender Search Code @: GUVNL-2022-_____)

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 9

Section 2: Definitions 12

Section 3: Bid Information and Instructions to Bidders 18

Section 4: Bid evaluation methodology and selection of Projects 42

Section 5: Other Provisions 49

Section 6: Formats for Bid Submission 51

Annexure – A: Technical Parameter of PV Module and various other components..... 78

Annexure – B: Check list for Bank Guarantees 81

Annexure – C: List of Banks 82

Annexure – D: Special Instructions to Bidders for e-Tendering 84

Annexure – E: Terms & Conditions Of Reverse Auction 90

Annexure – F: Details of Solar Park and Charges to be paid for various facilities 93

Annexure – G: Tentative Plot Coordinates..... 97

Disclaimer:

1. Though adequate care has been taken while preparing the RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RfS/ Issue of the RfS documents, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Gujarat Urja Vikas Nigam Limited (GUVNL) reserves the right to modify, amend or supplement this RfS document including the draft PPA.
3. While this RfS has been prepared in good faith, neither GUVNL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.
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.

Bid Information Sheet

Document Description	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) from 600MW grid connected solar photovoltaic power projects to be setup in 600 MW Solar Park at Khavda (GSECL Stage 1) with Greenshoe Option of additional upto 600 MW.
RfS No.& Date	GUVNL / 600MW / Solar (Phase __) dated _____
Downloading of tender documents	From _____
Pre-bid Conference / Clarification Meeting	Bidders interested to participate in the pre-bid meeting are required to get themselves registered on or before _____by sending an email to ja6com.guvnl@gebmail.com with name, designation and mobile numbers of persons interested to participate. Further, Interested Bidders are requested to forward their queries (if any) to GUVNL through email / letter on or before _____. The pre-bid meeting would be scheduled on _____ through video conferencing. GUVNL will forward the link of video conferencing to registered bidders on the email address registered with GUVNL.
Last Date & Time for a) Online Submission of Response to RfS ("Bid Deadline") and b) All documents as per Section 3.18 (A) physically at GUVNL office, Vadodara	a) Online Submission – Date _____ : Time: 5:00 PM ("Bid Deadline") b) Offline Submission - Date _____: Time: 5:00 PM
Technical Bid Opening	Date : _____Time : 11.00 AM
Financial Bid Opening and Reverse e-auction	Date: _____Time : 11.00 AM followed by Reverse Auction Process. Intimation of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal.
Cost of RfS Document (non-refundable)	**Rs. 25,000/- plus 18% GST to be mandatorily paid through electronic mode (NEFT/RTGS).** The payment details shall be mentioned in the Electronic Form on e-

	bidding portal. For reference, the details of GUVNL are as under:- Name of Bank – State Bank of India Bank Account No. – 10565103714 IFSC CODE - SBIN0001946 GST No. : 24AACCG2861L1ZK PAN: AACCG2861L
Processing Fee **(non-refundable)**	**Rs. 3 Lakhs plus 18% GST to be mandatorily paid through electronic mode (NEFT / RTGS).** The payment details shall be mentioned in Electronic Form on e-bidding portal. Bank details of GUVNL are as under. Name of Bank – State Bank of India Bank Account No. – 10565103714 IFSC CODE - SBIN0001946 GST No - 24AACCG2861L1ZK PAN - AACCG2861L
EMD	Earnest Money @ Rs. 4 Lakh / MW is to be submitted in the form of Bank Guarantee along with the Response to RfS. Bank details of GUVNL for Structured Financial Messaging System (SFMS) Confirmation regarding issuance of BG 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 Submission of Response to RfS)	Sailaja Vachhrajani General Manager (RE & IPP) Gujarat Urja Vikas Nigam Ltd Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 Tel No. 0265-2340289, 0265-2310582 / 83 / 84 / 85 / 86 Website-www.guvnl.com
Details of persons to be contacted in case of any assistance is required 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 Phone No: +919979536445 Email ID: aocom.guvnl@gebmail.com 3) Girija Dave Dy Chief Accounts Officer Phone No: +919879131287 Email ID: aowind.guvnl@gebmail.com
Details of persons to be contacted in case of any assistance is required from GSECL.	Shri D. M. JethwaChief Engineer (P&P)Tel : 0265-6612132Email ID:cepnp.gsecl@gebmail.com
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.guvnl.com and https://www.bharat-electronictender.com. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

For conducting the e-bidding, GUVNL is using the portal https://www.bharat-electronictender.com, which is a portal approved by Government of India (e-bidding Portal) and is being used by Central Government agencies for procurement of renewable power. Bidders may register themselves online on this portal (if they are not already registered), as 'Supply organization/ Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to the portal service provider, and subsequently download the RfS and other Bid Documents from the E-bidding Portal.

Additionally, prior to the submission of the Proposal, Bidders are required to pay online non-refundable ETS bidding fee through the payment gateway facility on the E-bidding Portal.

Further, after opening of Financial Bids, the Bidders who are qualified for e-reverse auction will get intimation through email from the E-Bidding portal. Within the stipulated time duration after the receipt of such email, the qualified Bidders shall have to make payment of requisite fees for participation in Reverse e-auction and have to undertake necessary activities / procedures online at e-bidding portal for user authorization etc for participating in the Reverse e-auction by logging into e-bidding portal. The bidders are expected to make themselves familiar with the above procedures well in advance in consultation with the portal service provider.

SECTION 1: INTRODUCTION

Section 1: Introduction

1.1 Introduction

1.1.1 Gujarat Urja Vikas Nigam Ltd (hereinafter referred to as "GUVNL") is a company incorporated under the Companies Act 1956 and is the holding company of all the unbundled functional entities of the erstwhile Gujarat Electricity Board (GEB) and is performing the bulk purchase and bulk sale of power, assigned as per the re-organization scheme issued by Government of Gujarat in accordance with theGujarat Electricity Industry (Reorgnization and Regulation) Act, 2003.

1.1.2 In order to fulfill the renewable power purchase obligation (RPPO) and to meet the future requirements of Discoms, GUVNL intends to procure 600 MW solar power from the projects to be located in 600 MW Khavda Solar Park (GSECL Stage 1) through Competitive Bidding Process (Phase ___) on "Build Own Operate" basis [to be conducted through electronically facilitated online web based portal followed by reverse auction] with additional upto 600 MW of power under Greenshoe option.

1.2 Details of Power Procurement

1.2.1 The bidders selected by GUVNL based on this RfS, shall set up Solar Power Projects in Khavda Solar Park on Build Own and Operate basis in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from https://www.bharat-electronictender.com

1.2.2 Gujarat State Electricity Corporation Ltd. (GSECL) has been designated by State Government as well as Central Government, vide letter dated ____ and _____ respectively, as a Solar Power Park Developer (SPPD) in terms of Mode 8 of the "Scheme for Development of Solar Parks and Ultra Mega Solar Power Projects" issued by MNRE on 21.03.2017 read with subsequent amendments and modifications including Modification issued vide OM dated F.No.320/7/2019-NSM dated 15.06.2020. Further, a State Government committee constituted by Government of Gujarat, in accordance with the above Scheme, has approved the Solar Park charges to be paid by successful bidders to SPPD. The details of solar park charges, facilities to be provided in the Khavda Solar Park and other details of Solar Park are provided hereunder at **Annexure F**. The said charges are however subject to approval of MNRE. The bidders are required to factor in this information while quoting their tariff. Further, bidders in their own interest have to consider existing geographical and physical conditions of Solar Park while quoting tariff.

1.2.3 GUVNL may decide to enter into PPA with successful bidders for a period of 25 years from the scheduled commercial operation date of the project. The successful bidders shall also enter into "Implementation & Support Agreement" (ISA) and "Lease Agreement" (LA) with the SPPD. Draft ISA and LA prepared by GSECL are separately appended and shall be treated as part of Bid Documents along with Draft

PPA and this RFS. The bidders shall consider the provisions of each bid document while preparing their bids. Various other technical and geo-technical details such as Schematic Diagram, Electrical Drawings, Meterological Data, Hydrological Study Report, Contour (Topography) Survey etc and all other information / technical reports shall be separately uploaded by GSECL on their website and/or the weblink created by them.

These additional documents are for the reference and knowledge of bidders and bidders have to consider actual physical and geographical conditions in addition to above information while quoting tariff. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon credits, etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on GUVNL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

1.3 Eligible Projects

1.3.1 The Projects selected under this tender shall, deploy Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline silicon or thin film etc., with or without trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

1.3.2 (Not Used).

SECTION 2: DEFINITIONS

Section 2: Definitions

Following terms used in the document will carry the meaning and interpretations as described below:

2.1 Definitions

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

*"**Affiliate**"* in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company.

"Bidder" shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/Bidding Consortium/Consortium Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.;

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

"Capacity Utilization Factor (CUF)" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8760)) X100%;

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

"CERC" shall mean Central Electricity Regulatory Commission

*"**Company"*** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

"Commissioning" with respect to the Project as certified by GEDA shall mean when all equipments as per rated capacity has been installed and energy has flown into the grid and witnessing of such generation of electricity by representatives authorised by DISCOM/GETCO/CTU.

"Commercial Operation Date" shall be the date certified by GEDA upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

"Contract Year" shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final

Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

"***Control***" shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors

"***Controlling shareholding***" shall mean not less than 51% of the voting rights or paid up share capital in the Company/Consortium.

"CTU or Central Transmission Utility" shall mean the Power Grid Corporation of India Limited.

"Day" shall mean calendar day.

"**Discom**(s)" means one or more of the following distribution companies:

a) Madhya Gujarat Vij Company Limited,
b) Dakshin Gujarat Vij Company Limited
c) Uttar Gujarat Vij Company Limited, and
d) Paschim Gujarat Vij Company Limited

"Delivered Energy" means the energy scheduled at the Delivery Point as certified by WRPC in Regional Energy Account in accordance with provisions of PPA. In case of net import of energy during a month, the successful bidder shall be required to make payment to GUVNL at the rate of HT Temporary Tariff as determined by GERC from time to time. In case of net export of energy during a month, the Successful Bidder shall be eligible for receiving the agreed tariff from GUVNL for such net delivered energy. No change in charges / losses of CTU shall be covered under Change in Law. The commercial settlement of purchased energy as well as energy drawl from the grid shall be governed as per CERC (Deviation Settlement Mechanism) Regulations as amended or replaced from time to time.

"Delivery Point / Inter-connection Point" shall be the point or points of inter-connection of project with CTU Grid i.e. CTU Periphery at which Electricity shall be delivered.

All expenses, including transmission / wheeling charges and losses upto Delivery Point including on account of any Change in Law event, shall be paid by the Successful Bidder 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

"Electricity" shall mean the electrical energy in kilowatt-hours.

"Electricity Laws" shall mean the Electricity Act, 2003 and the relevant rules, notifications, and amendments issued thereunder and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by CERC/ GERC from time to time.

"Effective Date" shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

*"**Financing Documents**"* shall mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the bidder and the Financing Parties relating to the financing of the Project.

*"**Financing Parties**"* means Parties financing the Project, pursuant to Financing Documents.

"GERC" shall mean Gujarat Electricity Regulatory Commission.

"***Group Company***" of a Company means

(i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the company, or

(ii) a company in which the company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such company, or

(iii) company in which the company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise, or

(iv) a company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or

(v) a company which is under common control with the company, and control means ownership by one company of at least 10% (ten percent) of the share capital of the other company or power to direct or cause to be directed the management and policies of such company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, non-banking financial company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct to or cause to be directed by, the management and policies of a company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

"Lead Member of the Bidding Consortium" or "Lead Member": There shall be only one Lead Member, having shareholding more than 51% in the Bidding Consortium which cannot be changed till 1 year from the Commercial Operation Date (COD) of the Project.

"Letter ofIntent" or "LOI" shall mean the letter to be issued by Gujarat Urja Vikas Nigam Ltd (GUVNL) to the Selected Bidder for award of the Project in terms of this RfS.

"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 400KV side of 400/765 KV Khavda PS-II Pooling Sub-Station of CTU. However, one more metering system is to be installed at 33 KV side of 400/33 KV Internal Pooling Sub-station where power from the Solar Power Project is injected for measuring export / import from each project. Energy recorded in the meter placed at CTU Substation shall be apportioned to each project in the proportion of energy recorded in the

meters placed at Pooling Substation. All line losses upto the metering point (400 KV) will be to the account of the Solar Power Developers.

"Month" shall mean calendar month.

"Net-Worth" means the Net-Worth as defined in Section 2 of the Companies Act 2013.

"Paid-up share capital" shall include:

- Paid-up equity share capital
- Fully, compulsorily and mandatorily convertible Preference shares
- Fully, compulsorily and mandatorily convertible Debentures.

"*Part Commissioning*" shall mean a part of the Solar PV Capacity (AC MW) commissioned as per clause 3.11.1 under Section 3.

"Parent" means a company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

"*Performance Bank Guarantee*" shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Section 3.7.

"*Pooling Substation/Pooling Point*" shall mean a point where more than one solar PV project may connect to a common transmission system within the park. The pooling point voltage and metering arrangement shall be as per ISA.

"PPA" shall mean the Power Purchase Agreement signed between the successful bidder and GUVNL according to the terms and conditions of the standard PPA enclosed with this RfS;

"Project" shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the successful bidder in the Plot, to be allocated in SPPD's Solar Park at Khavda, Gujarat (GSECL Stage 1), having a separate boundry and comprising of number of units, and shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the 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 at Delivery Point.

"Project Site" means any and all parcels of real property, rights-of-way, easements and access roads located in the SPPD's Solar Park at Khavda, Gujarat (GSECL Stage 1).

"Project Capacity" means the AC capacity of the project at the generating terminal(s) and to be contracted with GUVNL for supply from the Solar Power Project.

"REA" means the Regional Energy Account issued by Western Regional Power Committee and amendment thereto.

"SCOD" or "Scheduled Commercial Operation Date" shall mean the date as declared by the Successful Bidder in the PPA which shall not exceed 15 (fifteen) months from the date of execution of the PPA.

"Selected Bidder or Successful Bidder" shall mean the Bidder selected for the issue of the Letter of Intentand signing of the PPA pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

"SLDC" means the State Load Dispatch Center as notified by the State Government under sub-section (1) of section 31 of Electricity Act 2003.

"***SPPD***" shall mean Solar Power Park Developer which is Gujarat State Electricity Corporation Ltd (GSECL) designated by State Government as well as Central Government in terms of Mode 8 of "Scheme for Development of Solar Parks and Ultra Mega Solar Power Projects" issued by MNRE on 21.03.2017 as amended from time to time.

"STU or "State Transmission Utility" or "GETCO" shall mean the Gujarat Energy Transmission Company Limited (GETCO) or its successor in terms of sub-section (1) of Section 39 of the Electricity Act 2003.

"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 here that the ultimate parent / parent / affiliate of the company 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 the GUVNL and shall be in accordance with the applicable regulations and terms & conditions of ISA.

"Week" shall mean calendar week.

"WRPC" shall mean the Western Regional Power Committee constituted under Section 2 (55) of the Electricity Act 2003.

SECTION 3: BID INFORMATION AND INSTRUCTIONS TO BIDDERS

Section 3: Bid Information and Instructions to Bidders

3.1 Obtaining RfS Document, Cost of Documents & Processing Fees

3.1.1 The RfS document can be downloaded from the website https://www.bharat-electronictender.com. A copy 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 portal website by using the Login ID & Password provided by the portal service provider during registration (Refer Annexure – D).

3.1.2 The bidders shall be eligible to submit / upload their response to bid document only after logging into the https://www.bharat-electronictender.com and downloading the official copy of RfS.

3.1.3 Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. The bids submitted without cost of the RfS document and/or Processing Fee and/or Bank Guarantee against EMD, shall not be considered for the bidding and such bids shall not be opened by GUVNL.

3.2 Capacity Offered & Project Scope

3.2.1 Capacity Allocation

The selection of Grid-connected Solar PV Projects for total capacity of600 MW capacity (6x 100 MW) with Greenshoe option of additional upto 600 MW at Khavda Solar Park will be carried out through e-bidding followed by e-Reverse Auction process.

3.2.2 Bid Capacity & Methodology of Allocation of Plots in Solar Park:

I. The plots shall have a fixed capacity of 100 MW as mentioned above and no partial installation of capacity in any plot shall be allowed.

II. Irrespective of the No of plots and capacity quoted by bidder, the tariff to be quoted by bidders shall be single and uniform for all the plots and capacity

III. Each Bidder shall be allowed to place a bid for minimum 100 MW Capacity and in multiples of 100 MW only.

IV. The preference for selection of plots will be given to successful bidders in the order of their ranking after E-Reverse Auction.

V. In case of the last selected bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity is exhausted subject to a minimum allocation of 100 MW. It shall be mandatory for the last Bidder to accept such partial capacity offered against its quoted capacity. 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.

Provided that, in case the partial capacity (balance capacity till the total capacity on offer is exhausted) offered to the last Bidder after completion of the e-reverse auction is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity within 7 days of issuance of Letter of Intent and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders"

3.2.3 **Project Scope:**

The successful bidder shall set up Solar PV Power Project(s) including the power evacuation cable up to the Pooling station as per terms and conditions of ISA and in line with Section 3.5 of this RFS, at its own cost. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from State Government and local bodies shall be in the scope of SPPD and the successful bidder shall enter into an Implementation & Support Agreement with SPPD for the same. However, the selection of Projects would be technology agnostic within PV technology and crystalline silicon or thin film, etc. with or without Trackers can be installed. In order to ensure only quality systems are installed, the Bidders shall strictly comply with the technical parameters detailed in the Annexure – A or as specified by MNRE from time to time.

3.3 Eligibility for Project Capacity Allocation

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

3.3.1 A bidder including its Parent, Affiliate or Ultimate Parent or any Group Company can only submit a single application.

3.3.2 Multiple bids from same company including its Parent/ Ultimate Parent /Affiliates/Group Companies shall make all the bids submitted by the group invalid.

3.3.3 The evaluation of bids shall be carried out as described in Section 4. The methodology of allocation of projects is elaborated in Section 4.

3.3.4 The successful bidders to be allocated the plot(s) out of 6 earmarked plots for present tender as per provisions of Section 3.2.2 and Section 1

3.3.5 Capacity Allocation under the Greenshoe Option - The modality for allocation of additional upto 600 MW capacity under Greenshoe Option shall be as under:-

(i) Greenshoe option may be allowed to State PSUs of Gujarat on first come first served basis for developing Solar Projects in any other Solar Park Developed by Government companies in the State of Gujarat wherein an option to develop

solar projects at L1 tariff discovered in the tender would be given to such State PSUs being PSUs other than the SPPD of the tender.

(ii) The State PSUs referred to in sub-clause (i) above who are willing to execute PPA(s) with GUVNL at the lowest tariff (L1 rate) discovered under this competitive bidding process (followed by e-reverse auction), can be offered capacity under the Greenshoe Option on first come first serve basis.

(iii) Eligible State PSUs intending to execute PPA for the Greenshoe Capacity shall have to meet the techno-commercial eligibility criteria for the capacity intended to be entered into PPA under Greenshoe Option. Eligible State PSUs shall have to comply with the same by making submissions required in accordance with Clause 3.4 of the RfS within a period of 10 days from the conclusion of the reverse auction.

(iv) The terms & conditions as well as obligations & rights of eligible State PSUs as well as GUVNL shall be identical for additional capacity allocated under the Greenshoe Option as for the base capacity of 600 MW under this RfS.

3.4 Qualification Requirements

3.4.1 Bidder as defined in Section 2 is eligible to participate under this RfS. The successful bidder, if being a single company, can also execute the Project through a Special Purpose Vehicle (SPV) with at least 76% shareholding in the SPV registered under the Indian Companies Act, 2013, before signing of PPA. Further, the successful bidder shall ensure that its shareholding in the SPV (special purpose vehicle) / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of GUVNL. In case of Successful Bidder itself executing PPA, it shall ensure that its promoters shall not cede Control till 1 (one) year from COD except with prior approval of GUVNL. However, in case the project is being set up by a listed Company, this condition will not be applicable in respect of shareholding other than the Promoter's shareholding.

3.4.2 Any consortium, if selected as Successful Bidder for the purpose of supply of power to GUVNL, shall incorporate a Project company / Special Purpose Vehicle (SPV) with equity participation by the Members in line with Consortium Agreement (to be submitted along with the response to RfS) before signing of PPA with GUVNL, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RfS. The combined shareholding of the consortium members in the SPV / Project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of GUVNL. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of GUVNL, subject to the condition that, the management control remains within

the same group of companies. The shareholding pattern of members within the consortium shall not change till the signing of PPA.

3.4.3 Any Foreign Bidder, if selected as successful bidder for the purpose of supply of power to GUVNL, shall incorporate a subsidiary Special Purpose Vehicle (SPV) / Project Company with at least 76% Shareholding, to be registered under Indian Companies Act 2013 before signing of PPA with GUVNL. Further, in case a Foreign Bidder is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

3.4.4 The bidder should meet the following eligibility criteria as mentioned below.

i) The Net-Worth (as per Companies Act 2013) of the Bidder or its Affiliate or Parent / Ultimate Parent as on date of financial year ending 31.03.2021 or 31.12.2021 or 31.03.2022 as the case may be, shall not be less than INR 0.80 Crores per MW (of the capacity quoted). In case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC or in case the networth of the Bidder is not meeting the required criteria on the dates mentioned above, the bidders can submit the Net-worth credentials based on latest available date and GUVNL shall accept the same subject to submission of documents mentioned at Section 3.15.

ii) The net worth to be considered for the above purpose will be the cumulative net-worth of the bidding company or consortium together with the networth of

those Affiliates of the bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.

iii) For avoidance of doubt, "net worth" as per section 2 (57) of the Companies Act 2013 means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

iv) For meeting the above financial eligibility criteria, if data is provided by the Bidder in USD, equivalent rupees of Net Worth and other financial parameters will be calculated by Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of accounts for the respective financial year.

v) Pursuant to evaluation of Net Worth Criteria as part of technical bid, if it is found by GUVNL that the Bidder is eligible for lesser quantum than the quantum for which bid has been submitted, then the Bidder shall be qualified for such lesser

quantum, provided that such quantum is not less than minimum bid capacity i.e. 100 MW

3.4.5 In accordance with the O.M. issued by the Department of Expenditure, Ministry of Finance, Govt. of India, vide No. 6/18/2019- PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
2. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
3. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

   a. An entity incorporated, established or registered in such a country; or

   b. A subsidiary of an entity incorporated, established or registered in such a country; or

   c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

   d. An entity whose beneficial owner is situated in such a country; or

   e. An Indian (or other) agent of such an entity; or

   f. A natural person who is a citizen of such a country; or

   g. A consortium where any member of the consortium falls under any of the above.
4. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 6.6 of the RfS. Accordingly, all the provisions of the above referred O.M. dated 23.07.2020 shall also be applicable for this tender.

3.5 Connectivity with the Grid

3.5.1 The project should be designed for delivery of energy at 400 / 765 KV Sub-station of CTU (KPS 2) at Khavda i.e. at CTU Periphery through 33/400 KV internal pooling sub-station of the solar park to be developed by SPPD.

3.5.2 The SPPD has secured connectivity and LTA from CTU for Khavda Solar Park and successful bidders shall have to enter into ISA within 1 month from the date of

signing of PPA which would be a prerequisite for connecting their project with grid through internal pooling sub-station.

The Successful Bidder shall connect their power project to 400 / 765 KV Substation through 33/400 KV internal pooling sub-station of the solar park to be developed by SPPD by laying 33 kV cable upto low voltage bus bar of Pooling Sub-station. The entire cost of transmission including cost of construction of line, maintenance, losses, charges lavied by SPPD etc. from the project up to the delivery/ interconnection point will be borne by the Successful Bidder. The transmission of power up to the point of interconnection as well as upto delivery point and energy accounting infrastructure shall be the responsibility of the successful bidder at its own cost and successful bidder shall enter into ISA with SPPD for shared infrastrucre of the Solar Park and for maintenance of Transmission system up to the delivery point.

3.5.3 All expenses including transmission & wheeling charges and losses between the Project and the Delivery Point shall be paid by the Successful Bidder without any reimbursement by GUVNL.

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

3.5.5 The Successful Bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity.

3.5.6 The Successful Bidder shall comply with the CERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable.

3.6 Clearances Required from the State Government and other Local Bodies

3.6.1 The Successful Bidders are required to execute necessary agreements e.g. Implementation & Support Agreement, Lease Agreement with GSECL for setting up the project. All clearances and permits which are beyond the scope of agreements mentioned above shall be the sole responsibility of the Successful Bidder.

3.7 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

3.7.1 The Bidder shall provide the following Bank Guarantees to GUVNL as follows:

- Earnest Money Deposit (EMD) of Rs. 4 Lakh / MW in the form of Bank Guarantee along with RfS.
- Performance Bank Guarantee (PBG) of Rs. 9.44 Lakh / MW (Rs 8 lakh / MW plus GST) after issuance of LOIand before signing of PPA

3.7.2 The Bank Guarantees against EMD shall be returned to the Successful Bidders after PBGs submitted by them are verified by GUVNL and PPAs are signed.

3.7.3 The Successful Bidders are required to sign PPA with GUVNL in line with the timeline given as per this RfS. In case, the selected bidder refuses to execute the

PPA within the stipulated time period, the Bank Guarantee equivalent to EMD shall be encashed by GUVNL as penalty. In case the Project is not selected, GUVNL shall release the EMD within 15 days of closure of e-reverse auction.

3.7.4 The PBGs shall be valid upto a period of 6 months from Scheduled Commercial Operation Date (SCOD) of the Project with claim period upto 7 months from SCOD. The PBGs will be returned to the Successful Bidders immediately after successful commissioning of their Project, after taking into account any penalties due to delays in commissioning as per provisions stipulated in Section 3.11.

(i) Earnest Money Deposit (EMD) of Rs.4 Lakh / MW in the form of Bank Guarantee according to Format 6.3 A and valid for 06 months from the last date of bid submission and with claim period upto 07 months after the date of bid submission, shall be submitted by the Bidder along with their bid failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

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

(iii) Performance Bank Guarantee (PBG): Bidders selected by GUVNL based on this RfS shall submit Performance Guarantee for a value of @ Rs 9.44 Lakh / MW (Rs 8 lakh / MW plus GST@18%) at the time of signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 6.3 B, issued in favor of GUVNL, for a value @ Rs 9..44 Lakh/MW with a validity period upto 6 months from Scheduled Commercial Operation Date and with claim period upto 7 months from SCOD. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by GUVNL to the successful Bidder.

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

(v) The format of the Bank Guarantees prescribed in the Formats 6.3 A (EMD) and 6.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed by GUVNL.

(vi) The Successful Bidders are required to sign PPA with GUVNL within 90 days from the date of issuance ofLOI. Subsequent extension in this timeline shall be finalized and agreed by GUVNL. In case, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time

period, then the Bank Guarantee submitted towards EMD shall be encashed by GUVNL and the selected Project shall stand cancelled.

(vii) The Bank Guarantees have to be executed on non-judicial stamp paper of Rs. 300.

(viii) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the bidder.

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

(x) GUVNL shall release the Bank Guarantees towards EMD of the Unsuccessful Bidders within 15 days of closure of e-reverse auction.

3.8 Forfeiture of EMD

The BG towards EMD shall be encashed by GUVNL in following cases:

(i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;

(ii) In case, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents or does not execute the PPA within the stipulated time period.

(iii) If after date of issue ofLOI, it is found that the documents furnished by the bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed;

(iv) If the bidder fails to furnish required Performance Bank Guarantee in accordance with Section 3.7.

3.9 Power Purchase Agreement

3.9.1 A copy of Standard Power Purchase Agreement, to be executed between GUVNL and the Successful Bidder or its subsidiary Special Purpose Vehicle (SPV), as defined under section 3.4 of this RfS, is provided by GUVNL along with this RfS. The PPA shall be signed within 90 days from the date of issue of Letter of Intent(LOI) provided however that the date for signing of PPA may be extended by GUVNL depending on the schedule date of commissioning of the CTU sub-station. PPA will be executed between GUVNL and Selected Bidders which shall be valid for a period of 25 years from the date of SCOD as per the provisions of PPA.

3.9.2 Before signing of PPA between GUVNL and the Selected Bidders, GUVNL will verify the documents furnished by the Bidders at the time of submission of response to RfS including the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Bidders will

also be required to furnish the documentary evidence for meeting the RfS Qualification Requirements as per Section 3.4.

3.9.3 **Power Generation by Successful Bidder**

(i) **Criteria for Generation:** The Successful Bidder will declare the annual CUF of his Project at the time of submission of response to RfS, which shall be allowed to be modified until 1 year after Commercial Operation Date of the project. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 17%. Successful Bidder shall maintain generation so as to achieve annual CUF within + 10% and -15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL to the extent of non-availability of grid for evacuation which is beyond the control of the Successful Bidder. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

(ii) **Shortfall in Generation:** If for any Contract Year, it is found that the Successful Bidder has not been able to generate minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the Successful Bidder, on account of reasons solely attributable to the Successful Bidder, such shortfall in performance shall make the Successful Bidder liable to pay the compensation @ 25% of the PPA tariff to GUVNL. This will, however, be relaxable by GUVNL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the Successful Bidder. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.

However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with GUVNL, affecting supply of solar power by the Successful Bidder

(iii) **Excess Generation:** In case the generation is over and above 10% of declared annual CUF, the Successful Bidder will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. In case GUVNL purchases the excess generation, the same may be done at 75% (seventy-five per cent) of the PPA tariff.

(iv) **Generation Compensation in Offtake Constraint due to Transmission Infrastructure not Complete / Ready Beyond Delivery Point (Transmission Constraint)**- After the scheduled commissioning date, if the plant is ready but the necessary power evacuation / transmission infrastructure beyond Delivery Point is not ready, for reasons not attributable to the Successful Bidder, leading to offtake constraint, the provision for generation compensation is as follows:

Transmission Constraint beyond Delivery Point	Provision for Generation Compensation
If the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, leading to offtake constraint	a) The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, for the period of grid unavailability beyond Delivery Point, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the Sucessful Bidder in the succeeding 3 (three) Contract Years, shall be procured by GUVNL at the PPA tariff so as to offset this loss. b) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by GUVNL for compensating the generation loss.

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

(v) **Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point** - During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability beyond Delivery Point the power is not evacuated, for reasons not attributable to the Successful Bidder. In such cases the generation compensation shall be addressed by GUVNL in following manner:

Duration of Grid unavailability beyond Delivery Point	Provision for Generation Compensation
Grid unavailability beyond Delivery Point in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	**Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability beyond Delivery Point**

	during the contract year)] Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year The excess generation by the Successful Bidder equal to this generation loss shall be procured by GUVNL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

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

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

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

3.9.4 The Successful Bidders shall be free to operate their projects after expiry of the 25 years from the SCOD of the Project, if other conditions like land lease etc., permits. However, any extension of the PPA period beyond 25 years from the SCOD of the

project shall be through mutual agreements between the Successful Bidder and GUVNL.

3.9.5 The Successful Bidder will be free to re-power their Plant(s) from time to time during the PPA duration. However, GUVNL will be obliged to buy power only within the range of CUF specified in the PPA.

3.10 Financial Closure or Project Financing Arrangements

The Successful Bidder shall report tie-up of Financing Arrangements for the Project(s) within 9 months from the date of execution of PPA for which the Successful Bidder shall furnish the documentary evidencewithin 9 months from the date of execution of PPA. In addition to above, Successful Bidder shall be required to submit Implementation & Support Agreement executed with SPPD, to GUVNL within 9 months from date of execution of PPA.For avoidance of doubt, it is hereby clarified that no change in location / plot shall be allowed and the successful bidder will have to develop the project in the same plot which is allocated to them.

An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs. 1000/- per day per MW (Plus GST). In case of any delay in depositing this extension charge, the Successful Bidder has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year). This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Successful Bidder without any interest on achievement of successful commissioning within the SCOD, on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the Successful Bidder shall not be refunded by GUVNL.

3.11 Commissioning and penalty for delay in commissioning

The Commissioning of the Projects shall be carried out by the Successful Bidder selected based on this RfS, in line with the Procedure elaborated in standard PPA document. The Successful Bidder shall be required to obtain Developer and / or Transfer Permission, Key Plan drawing etc. from GEDA prior to mounting of the solar panels and submit the same to GUVNL prior to actual commissioning of the Project. Commissioning certificates shall be issued by the State Nodal Agency i.e. GEDA after successful commissioning of Project in accordance with the applicable rules / regulations.

Further, the successful bidder shall submit details of Technology adopted as per Annexure A and in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time prior to actual commissioning of the Project. Moreover, the sucessful bidder shall submit the Land Lease Agreement executed with SPPD to GUVNL on or before the Scheduled Commercial Operation Date.

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

3.11.2 **Early Commissioning:** The Successful Bidder shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD. In cases of early part-commissioning, till SCOD, GUVNL may purchase the generation till SCOD, at 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCOD, GUVNL may purchase the generation at PPA Tariff.

3.11.3 **Penalty for Delay in Commissioning:** The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, GUVNL shall encash the Performance Bank Guarantee (PBG) in the following manner.

a) Delay upto six (6) months from SCOD – GUVNL will encash total Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned

b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the Power Producer's Event of Default as per Article 10.2.1 of PPA shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCOD + 6 months. The PPA for balance capacity not commissioned shall be terminated.

3.12 Commercial Operation Date (COD):

Commercial Operation date (COD) shall be the date certified by GEDA upon successful commissioning of full capacity of the Project or the last part capacity of the Project as the case may be. Successful Bidders shall have to provide a written notice to GUVNL at least 10 days in advance for the same.

3.13 Minimum Paid up Share Capital to be Held by Project Promoter

i) The Company developing the project shall provide complete information in their bid in reference to RfS about the Promoters and their shareholding in the company indicating the controlling shareholding before signing of PPA with GUVNL.

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

iii) iii) After execution of PPA, the shareholding of single bidder / consortium members in the SPV / Project Companydeveloping the project shall not fall below 51% (Controlling Shareholding) at any time prior to one (1) year from COD except with prior approval of GUVNL. In case Successful Bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede Control till (1) one year from COD except with prior approval of GUVNL. After expiry of 1 year from COD, any change can be undertaken under intimation to GUVNL. Transfer of controlling the 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 companiesIn the event the Succesful Bidder is in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with GUVNL.

iv) In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) plus GST shall be deposited by the Successful Bidder to GUVNL. However, the new entity should be of the same financial strength as the Successful Bidder.

3.14 Structuring of the Bid Selection Process

Single stage, double envelope bidding followed by reverse auction has been envisaged under this RfS. Bidders have to submit both Technical bid and Financial bid (Fixed Tariff) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Section 3.18.

3.15 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.

Detailed Instructions to be followed by the bidders for online submission of response to RfS as stated at Annexure – D and Annexure -E.

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

1. **Covering Letter** as per **Format 6.1.**
2. In case of a Bidding Consortium, a **Power of Attorney** in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 6.2**.

   In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Section. Provided that, such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the

applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. **Earnest Money Deposit** (EMD) in the form as per **Format 6.3 A**.
4. **Performance Guarantee** (to be submitted before signing of PPA as specified in (Section 3.7) in the form as per **Format 6.3 B**.
5. **Board Resolutions**, as per prescribed formats enclosed as **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
   a. Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects, to sign the PPA with the GUVNL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement
   b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
   c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
   d. Board Resolution from the affiliate of the bidding company, if networth of such affiliate is used by the bidder, undertaking that such affiliate shall contribute the required equity funding and performance bank guarantees in case the bidder fails to do so in accordance with clause 3.4.4 (ii) of RFS.

6. In case of a Consortium, the **Consortium Agreement** between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
7. Bidder shall ensure that the technology to be adopted shall be commercially established technology as per Annexure A and in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time. Final details of the same shall be submitted prior to commissioning of the project.
8. **Format 6.6:** Format for **Disclosure**

9. Tie-up of Financing Arrangements for the projects within 9 months from date of execution of PPA. Bidder shall give an **undertaking for Commitment to Financial Closure** as per **Format 6.8**

10. Attachments

i) Memorandum of Association (MoA), Articles of Association (AoA) needs to be attached along with the bid. The bidder should also highlight the relevant provision in the Object Clause of the MoA relating to generation and sale of Power / Energy / Renewable Energy / Solar Power Plant development.

In case, there is no mention of above provision in the MoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.

If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), MoA, AoA of the SPV highlighting the relevant provision of Object Clause relating to generation and sale of Power / Energy / Renewable Energy / Solar Power plant development has to be submitted prior to signing of PPA.

ii) Certificate of Incorporation of Bidding Company / all member companies of Bidding Consortium.

iii) A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant / Company Secretary as on a date within 30 days prior to the last date of bid submission.

iv) Documents containing information about the Promoters and their shareholding in the Company (as on a date within 30 days prior to the last date of bid submission) to GUVNL indicating the controlling shareholding at the stage of submission of response to RfS to GUVNL as per Section 3.13. GUVNL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

v) Certified copies of annual audited accounts for the last financial year shall be required to be submitted; OR in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at RoC, then the certificate issued by a Chartered Accountant with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement as on latest available date supported with bank statement (if available) shall be required to be submitted.

In case Final Audited Annual Accounts for the last financial year are not available, then GUVNL shall accept the Provisional Accounts which are duly certified by a practicing Chartered Accountant of India and at least two directors or one director and the company secretary. Provided that an undertaking signed by at least two

directors or one director and the company secretary is submitted by the bidder confirming that Final Audited Annual Accounts for the last financial year are not available as on date of bid submission.

Foreign Bidders shall be required to submit their audited annual accounts of previous two years as per relevant laws / acts of their country of origin and the same shall be duly certified by a practicing Chartered Accountant of India.

vi) Certificate from Chartered Accountants, certifying the cumulative Networth of the bidding company or consortium together with the networth of those Affiliates whose credentials are used. Such certificate shall clearly stipulate the networth per MW of quoted capacity as per Section 2 of the Companies Act 2013 as on date of financial year ending i.e.31.03.2021 or 31.12.2021 or 31.03.2022 as the case may be, or in case the Bidder is a newly formed company, supported by documentary evidence of its recent formation at ROC or in case the networth of the Bidder is not meeting the criteria as per Clause 3.4.4 (i), then the certificate issued by a Chartered Accountant computing net worth based on certified copy of Balance Sheet, Profit & Loss account, Schedules and cash flow statement as on latest available date supported with bank statement shall be required to be submitted.

vii) In case a bidder submits the Net-worth credientials of its Parent / Affiliate, an undertaking from such Parent / Affiliate shall be submitted, stating that in case the bidder(s) fails to contribute required equity funding and performance bank guarantee, the same shall be done by such Parent / Affiliate in line with Clause 3.4.4(ii) of the RFS and as per Format 6.4.

3.16 Important Notes and Instructions to Bidders

i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

ii) The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of RfS. The documents submitted online will be verified before signing of PPA.

iii) If the Bidder / Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, GUVNL reserves the right to reject such response to RfS and/or cancel the Letter ofIntent, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

iv) If the event specified at point (iii) above is discovered after the execution of PPA, consequences specified in PPA shall apply.

v) Response submitted by the Bidder shall become the property of the GUVNL and GUVNL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Section 3.7.

vi) All documents of the response to RfS (including RfS, PPA, Corrigenda (if any) Addenda (if any) and all other documents uploaded on https://www.bharat-electronictender.com as part of this RfS) submitted online must be digitally signed by the person authorized by the Board as per Format 6.4.

vii) The response to RfS shall be submitted as mentioned in Section 3.18. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, GUVNL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

viii) All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted. .

ix) Bidders shall mention the name of the contact person, contact number, email address and complete address of the Bidder in the covering letter.

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

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

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

xiii) Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of GUVNL of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

xiv) Only GERC and/ or Gujarat High Court shall have exclusive jurisdiction in all matters pertaining to this RfS.

3.17 Non-responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted offline to GUVNL shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

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

a. Non submission of Cost of RfS and/or Processing fee as mentioned in the Bid Information Sheet.

b. Non-submission of EMD in acceptable form along with RfS document.

c. Response to RfS (offline as well as online) not received by the due date and time of bid submission;

d. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;

e. Non submission of the original documents mentioned at Section 3.18 A by due date and time of bid submission;

f. Any indication of tariff in any part of response to the RfS, other than in the financial bid.

g. Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.

h. Bidder or any of its Affiliates is a willful defaulter to any lender

i. Major litigation pending or threatened against the bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the bidder to undertake the Project

j. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company / Affiliate / Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

k. Conditional bids shall be summarily rejected.

3.18 Method of Submission of Response to RfS by the Bidder

A. Documents to be Submitted Offline (in Original)

1. Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6.3A/ 6.3B). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for different capacities.

2. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal in two separate envelopes.

Bidders shall take special note that no documents other than the above shall be submitted offline.

Bank Guarantee against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of GUVNL until the date as on 2 working days after the closing date of online bid submission. The 2-day duration will be counted from the date of online bid submission deadline.

For e.g., if the bid submission deadline is 18:00 hrs on 22.10.2022, the above deadline will expire at 18:00 hrs on 24.10.2022. In case of the above deadline being a holiday, the next working day in GUVNL will be the deadline for submission of Bank Guarantees.

Note: In all cases, the Bank Guarantee against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

The bidding envelope shall contain the following sticker: (illustration)

***Response to RfS for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600MW grid connected Solar Photovoltaic Projects to be setup in 600 MW Khavda Solar Park* with Greenshoe Option of additional upto 600 MW**

Capacity of Project _____***MW***

No. of Locations Bid for

RfS Reference No.	***RfS No. GUVNL / 600 MW / Solar dtd***
Submitted by	***(Enter Full name and address of the Bidder)***
Authorized Signatory	***(Signature of the Authorized Signatory) (Name of Signatory) (Stamp of Bidder)***
Bid Submitted to	**General Manager (IPP)** **Gujarat Urja Vikas Nigam Ltd** **Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007**

B. Documents to be submitted Online

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

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted shall be encashed and the EMD(s) shall be returned.

All documents of the response to RfS submitted online must be digitally signed on https://www.bharat-electronictender.com which should contain the following:

1. **"Technical Bid (First Envelope)"**

   The Bidder shall upload single technical bid containing the scanned copy of following documents duly signed and stamped on each page by the authorized person as mentioned below.

   i) Formats - 6.1, 6.2 (if applicable), 6.3 A, 6.4, 6.5 (if applicable), 6.6, 6.8

   ii) All Attachments and documents in line with requirement stipulates at Clause 3.15 with proper file names and index.

   iii) iii) All supporting documents regarding meeting the eligibility criteria, shareholding structure, GST registration.

   iv) iv) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee 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.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):

v) Covering letter as per Format-6.7 of this RfS document;

Only single tariff bid for all the Projects shall have to be filled online in the Electronic Form provided at the https://www.bharat-electronictender.com. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

Important Note:

i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

ii) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.

iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

3.19 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of response to RfS ("Bid Validity"). GUVNL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.20 Bid Preparation Cost

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

3.21 Clarifications / Enquires / Amendments

i) Clarifications / Doubts, if any, on RfS document may be emailed and/or through https://www.bharat-electronictender.com

ii) GUVNL will make effort to respond to the same. A compiled list of such questionnaire and GUVNL's response will be uploaded on GUVNL's website as well as on https://www.bharat-electronictender.com If necessary, amendments, clarifications, elaborations shall be issued by GUVNL which will be notified on GUVNL's website as well as on E-Bidding portal. No separate reply / intimation will be given for the above, elsewhere.

iii) iii) A Pre Bid Meeting shall be held as mentioned in the Bid Information sheet.

3.22 Right of GUVNL to Reject a Bid

GUVNL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

3.23 Other Compliances

Timely completiton of all milestones i.e. signing of PPA, ISA, LA and meeting Financial Closure requirements, conditions subsequent, commissioning, etc. will be the sole responsibility of the Succesful Bidders. The Successful Bidders shall sign PPAs with GUVNL within the timeline specified in Section 3.9 of this RFS. Further, the Successful bidders shall have to enter into ISA with SPPD within 1 month from the date of signing of PPA for connecting their project with grid through 33 / 400 KV internal pooling station sub-station and for availing common infrastructural facilities of Solar Park, failing which delay payment charges / penalty specified in the Draft ISA shall be applicable. For signing of ISA, successful bidders shall be required to make payment of at least 25% of Upfront Development Charges (UDC) as specified in the ISA and submit the Bank Guarantee towards ramaing amount of UDC within 15 days from date of signing of the ISA, failing

which delay payment charges / penalty specified in the Draft ISA shall be applicable. Upon Signing of ISA, SPPD shall give advance possession of land and allow successful bidder to work at site. Further, upon payment of remaining amount of UDC, which shall not be later than 9 months from date of signing of PPA, SPPD shall execute Lease Agreement with successful bidder.

GUVNL shall not be liable for issuing any intimations / reminders to them for timely compliance of milestones and/or submission of compliance documents.

Any checklist shared with the Bidders / Succesful Bidders by GUVNL for compliance of milestones shall be for the purpose of facilitation only. Any additional documents required as per the conditions of RfS and PPA must be timely submitted by the Bidders / Succesful Bidders.

SECTION 4: BID EVALUATION AND SELECTION OF PROJECTS

Section 4: Bid evaluation methodology and selection of Projects

4.1 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per the provisions specified in Section 3 of this RfS. To ensure competitiveness, the minimum number of qualified Bidders required would be two. If the number of qualified bidders is less than two, even after three attempts of bidding, GUVNL may continue with the bidding process with the consent of GERC.

The detailed evaluation procedure and selection of bidders are described in this Section.

4.2 Techno-commercial Evaluation of bidders

A. First Envelope (Technical Bid) Evaluation (Step-1):

i. The first envelope (Technical Bid submitted online) of only those bidders will be opened by GUVNL whose required documents as mentioned at Section 3.18 A are received at GUVNL's office on or before the due date and time of bid submission.

ii. Bid responses received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.

iii. Subject to Section 3.18, GUVNL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, GUVNL may seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications / additional documents sought by GUVNL within 2 days from the date of such intimation from GUVNL. All correspondence in this regard shall be made through email / https://www.bharat-electronictender.com only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. GUVNL shall not be responsible for rejection of any bid on account of the above.

iv. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno- Commercial eligibility as per RfS.

B. Second Envelope (Financial Bid) Evaluation (Step-2):

In this step evaluations shall be done based on the "Tariff" quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

i) Second Envelope (containing Tariff) of only those bidders shall be opened whose technical bids are found to be qualified.

ii) The bidders including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit bid (single application) quoting tariff per kWh for the project. Tariff can be quoted up to two places of decimal only.

iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders.

iv) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar Power Projects short-listed is lower than or equal to600 MW, then the procedure as elaborated in Section 4.3.2 shall be followed.

Note: On completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of GUVNL. Thereafter GUVNL will take appropriate action in consultation with GERC.

v) If the first-round tariff quoted is same for two or more bidders, then all the bidders with same tariff shall be considered of equal rank/ standing in the order.

vi) All bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than "n" as mentioned in Section 4.3.2).

vii) Ranking of bidders after Financial Bid Evaluation: In case of financial bids received from all bidders are in the form of tariff, ranking of bidders shall be done accordingly. For example:

Bidder	Submitted Financial bid	Ranking
B8	Rs. 2.30 (Tariff in Rs./ kWh)	*L1*
B5	Rs. 2.70 (Tariff in Rs./ kWh)	*L2*
B1	Rs. 2.80 (Tariff in Rs./ kWh)	*L3*
B4	Rs. 2.80 (Tariff in Rs./ kWh)	*L3*
B2	Rs. 3.00 (Tariff in Rs./ kWh)	*L4*
B3	Rs. 3.30 (Tariff in Rs./ kWh)	*L5*
B7	Rs. 3.50 (Tariff in Rs./ kWh)	*L6*

Bidder	Submitted Financial bid	Ranking
B6	Rs. 3.60 (Tariff in Rs./ kWh)	*L7*
B10	Rs. 3.90 (Tariff in Rs./ kWh)	*L8*
B9	Rs. 4.00 (Tariff in Rs./ kWh)	*L9*
B11	Rs. 4.00 (Tariff in Rs./ kWh)	*L9*

4.3 Reverse Auction (Step-3)

4.3.1 The reverse auction shall be conducted on https://www.bharat-electronictender.com. Reverse Auction shall be carried out as specified in "Bid Information Sheet" of this RfS.

4.3.2 Total eligible bidders for reverse auction shall be decided as mentioned below:

Assuming

T = Total number of techno-commercially qualified bidders, and

S_T= Capacity of the total number of techno-commercially qualified bidders

S_K = Cumulative capacity till the 'k'th serial number bidder (not the 'k'th rank bidder) after ranking is done in ascending order from L1 onwards

SM = Total capacity of techno-commercially qualified bidders after ranking is done in ascending order from L1 onwards) such that (S_M-1 < S_E MW and $S_M \geq S_E$

S_E = Eligible Capacity for Award

<table>
<tr><td>SE =(Eligible capacity for award)</td><td colspan="2">(i) In case ST <600 MW; SE = 0.8 X ST,
(ii) In case ST ≥ 600 MW; SE = 0.8 X ST, subject to maximum eligible capacity being 600MW.</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 (Sm-1 < SE MW and Sm ≥ SE) and 1≤m≤T</td></tr>
<tr><td>m+(T-m)/2, if Sm≥ SE and T-m is even</td></tr>
<tr><td>m+(T-m+1)/2, if Sm ≥ SE and T-m is odd</td></tr>
</table>

Total eligible bidders for e-Reverse Auction = Bidders from Sl. No. 1 to Sl. No. n.

For illustration,

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	M	S_E	N	Shortlisted Bidders
1	B8	L1	250	7	3	600MW	5*	B8
2	B5	L2	200					B5
3	B1	L3	450					B1
4	B4	L4	200					B4
5	B2	L5	250					B2
6	B3	L6	200					
7	B7	L7	450					
			2000					

For Shortlisting of bidders for reverse auction):

Total bid capacity of techno-commercially shortlisted bidders = S_T=2000 MW

Eligible capacity for award = S_E = 600MW

S_M = 900 MW

Therefore, n = [3 + (7-3)/2] = 5 as per the above formula.

4.3.3 Shortlisted bidders for Reverse Auction will be able to login into https://www.bharat-electronictender.com for reverse auction 15 minutes before the start time of reverse auction.

i) During 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.

ii) The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.

iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in previous Section. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

iv) During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.

v) In the bidder's bidding window, the following information can be viewed by the bidder:

1. Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified;

2. The list of all the bidders with their following details:
   Pseudo Identity, last quoted tariff and project capacity

vi) The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 5 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:

(a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.

(b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.

(c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed

4.4 Selection of Successful Bidders

4.4.1 The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted.

4.4.2 The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total capacity is exhausted by following the rules specified in Section 3

As detailed in Section 3, while allocating the project capacity to a bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder or there is a mismatch of bidder's capacity with resepct to plot capacity, then the balance capacity shall be awarded to the bidder till the total capacity is exhausted subject to a minimum allocation of 100 MW as the case may be and a bidder shall have to accept such partial allocation. In case the a Bidder refuses to accept such partial capacity offered by GUVNL, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by GUVNL.

4.4.3 In case of tie, among two or more bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others. It is noteworthy here that the preference for allocation of plot will also be decided based on ranks determined by following this rule.

4.4.4 In the above case (as mentioned in previous Section), if the time of quote also becomes exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

Step – 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step – 2: Ranking will be done based on draw of lots.

4.4.5 At the end of selection process, GUVNL will have the right to decide on the issue of letter of Intent to the Selected Bidder or any of them based on the consideration of the price discovered. Further, subject to the outcome of the legal proceedings as mentioned at Section 1.1, GUVNL will consider the issuance of Letter of Intent(LOI) to the Successful Bidders. In case of Consortium being selected as 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 otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

Also, GUVNL shall reserve the right to short close the capacity lower than 600 MW at its discretion, if the prices are abruptly high. Additionally, the discretion to allot or not to allot the additional upto 600 MW capacity under greenshoe option shall be vested solely with GUVNL.

SECTION 5: OTHER PROVISIONS

Section 5: Other Provisions

5.1 Role of GEDA (as State Nodal Agency)

GEDA will provide necessary support to facilitate the required approvals and sanctions so as to achieve commissioning of the Projects. This may include facilitation in the following areas:-

- Coordination among various State and Central agencies for speedy implementation of projects
- Issuance of commissioning certificates after due verification of documents relating to land acquisition and connectivity with CTU and verification of technical specifications of solar project as per Annexure A and in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time.
- While certifying commissioning, GEDA shall ensure that all equipment as per rated project capacity has been installed and energy has flown into the grid.

5.2 Role of CTU

It is envisaged that the CTU will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- Upon application for Connectivity as per CERC Regulations, CTU shall coordinate with the concerned agencies for grant of connectivity and execute LTA and Connectivity agreement with SPPD (if not executed already).

5.3 Role of GSECL (SPPD)

GSECL being a Solar Park Project Developer shall be responsible for creating and maintaining common infrastructure facilities mentiend in Annexure F on payment of charges by project developers in Solar Park. Further, GSECL will execute following agreemements with successful bidders for these facilities.

- Implementation and Service Agreement.
- Lease Agreement.

5.4 In case of any discrepancy in the documents the provisions of PPA, ISA, LA shall prevail in the same order of priority.

SECTION 6: FORMATS FOR BID SUBMISSION

Section 6: Formats for Bid Submission

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3.7, 3.15, 3.18 of Section 3 and other submission requirements specified in the RfS.

i) Format of Covering Letter (Format 6.1)

ii) Format for Power of Attorney (Format 6.2)

iii) Format for Earnest Money Deposit (EMD) (Format 6.3 A)

iv) Format for Performance Bank Guarantee (Format 6.3 B)

v) Format for Board Resolutions (Format 6.4)

vi) Format for the Consortium Agreement (Format 6.5)

vii) Format for Disclosure (Format 6.6)

viii) Format for submission of Financial Bid (Formats 6.7)

ix) Format of commitment to Financial Closure (Formats 6.8)

x) Technical Requirements for Grid Connected Solar Power Projects (Annexure - A)

xi) Check List for Bank Guarantees (Annexure-B)

xii) List of Banks (Annexure-C)

xiii) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)

xiv) Terms & Conditions of Reverse Auction Procedure (Annexure-E)

xv) Details of facilities to be provided in the Solar Park & Applicable Charges (Annexure-F)

The Bidder may use additional sheets to submit the information for their detailed response.

FORMAT-6.1

Covering Letter

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

Date: Reference No:

From: (Insert name and address of Bidding

Company/ Lead Member of the Bidding Consortium)

Tel. #: Fax#:

E-mail address#

To.

General Manager (IPP)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007
Tel No. 0265-2334751
Website-www.guvnl.com

Sub: Response to RfS No. GUVNL / 600MW / Solar dated for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600MW grid connected Solar Photovoltaic Projects to be setup in Khavda Solar Park with Greenshoe Option of additional upto 600 MW.

Dear Madam,

We, the undersigned ..... [insert name of the 'Bidder'] having read, examined and understood in detail the RfS No. GUVNL / 600 MW / Solar dated & Addendums thereto, if any including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years from SCOD of the project by GUVNL and hereby submit our response to RfS. We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company / Parent Company / Affiliate / Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.6 under Disclosure). We are submitting application for the development of ___ MW Solar Project(s) with CUF of ___ % in Plot No(s) ___ at Khavda Solar Park

(Note: 1. The bidder must ensure the project capacity mentioned is as per Section 3..

1. We give our unconditional acceptance to the RfS dated, standard PPA and Addendums thereto, if any. In token of our acceptance to the RfS and PPA along with the amendments and clarifications issued by GUVNL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, and provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 15 months from the date of execution of the PPA.
2. Earnest Money Deposit (EMD): - (Please read Section 3.7 carefully before filling) We have enclosed EMD of Rs... (Insert Amount) in the form of bank guarantee no..... [Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 6.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Section 3.7 of this RfS. The total capacity of the Solar Power Project offered by us is ..... MW
3. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the Project within due time as mentioned in 3.7, respectively on issue of LOIby GUVNL for the Project and/or we are not able to sign PPA with GUVNL within 90 days from date of issue of LOIor as intimated by GUVNL, GUVNL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of the RfS , without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event GUVNL offers a partial capacity as per Section 3 , we shall accept such offered capacity.
6. Acceptance: We hereby unconditionally and irrevocably agree and accept that the decision made by GUVNL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
7. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, execute the PPA in the event of our selection as Successful Bidder.
8. In case of our selection as the Successful bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us then we shall ensure that our shareholding in the (special purpose vehicle) SPV / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of GUVNL. We shall infuse necessary equity to

the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with GUVNL, committing total equity infusion in the SPV as per the provisions of RfS.

9. We hereby undertake that in the event of our project is selected, we shall be solely responsible for signing ISA and LA within the stipulated period as as required by SPPD. In the event of delay in commissioning, the provisions of Section 3.7 & 3.11 of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with CTU grid is established limited to SPD scope of work, ISA and LA with GSECL have been signed and GEDA issues certificate of commissioning.
10. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
11. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from GUVNL.
12. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
13. We confirm that all the terms and conditions of our Bid are valid up to (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred eighty (180) days from the last date of submission of response to RfS).
14. Contact Person

    Details of the representative to be contacted by GUVNL are furnished as under

    Name: .....

    Designation: .....

    Company : .....

    Address : .....

    Phone Nos. : .....

    Mobile Nos. : .....

    Fax Nos. : .....

    E-mail address: .....

    GST No. : .....

15. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that

the same would be treated as a Successful Bidder's event of default under PPA and consequent provisions of PPA shall apply.

Dated the day of _, 2022...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board)

FORMAT- 6.2

(Applicable only in case of Consortiums)

Format for Power Of Attorney

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

Power of Attorney

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

Know all men by these presents that M/s.....having its registered office at ....., ...,.....and M/s ..... having its registered office at ..... , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (Insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered /Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No. GUVNL / 600MW / Solar dated.

We also authorize the said Lead Member to undertake the following acts:

i) To submit on behalf of Consortium Members response to RfS.

ii) To do any other act or submit any information and document related to the above response to RfS Bid.

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

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

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

For and on behalf of Consortium Member M/s.....

---------- (Signature of person authorized by the board)

(Name, Designation, Place, Date)

Accepted

(Signature, Name, Designation and Address

of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

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

Place: ----------

Date: ----------

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

FORMAT- 6.3 A

Format for Earnest Money Deposit

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

Ref. Bank Guarantee No. Date:

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project of of ..... MW [Insert cumulative Project capacity proposed] for Procurement of up to 600MW of Power from grid-Connected Solar Power Projects for long term basis, in response to the RfS No. GUVNL / 600 MW / Solar dated and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Limited (Hereinafter reffered to as "GUVNL") and GUVNL considering such response to the RfS of .....[insert the name of the Bidder] as per the terms of the RfS, the .....[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Vadodara forthwith on demand in writing from GUVNL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ------[Insert amount not less than that derived on the basis of Rs. 4 Lakhs per MW of cumulative capacity proposed, only, on behalf of M/s. .....[Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including _[insert date of validity in accordance with Section 3.7 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs. Only).

Our Guarantee shall remain in force until [insert date of validity in accordance with Section 3.7 of this RfS]. GUVNL shall be entitled to invoke this Guarantee till.....[insert date of validity in accordance with Section 3.7 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the GUVNL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by GUVNL, made in any format, raised at the above mentioned address of the Guarantor Bank, or at a Branch located in Vadodara, in order to make the said payment to GUVNL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ---------- [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require GUVNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GUVNL in respect of any payment made hereunder.

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until ..... with claim period till ..... [Date to be inserted on the basis of Section 3.7 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GUVNL serves upon us a written claim or demand.

Signature Name Power of Attorney No.

For

[Insert Name of the Bank]

E-mail ID of the bank:

Banker's Stamp and Full Address. Dated this day of _, 2022

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. Any deviation / addition / deletion from the format of Bank Guarantee shall make the bidder liable for disqualification.
4. **Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :**

   Name of Bank – State Bank of India
   Bank Account No. – 10565103714
   IFSC Code - SBIN0001946

FORMAT- 6.3 B

Format for Performance Guarantee for Solar Power Project

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

In consideration of the ----- [Insert name of the Successful Bidder] (hereinafter referred to as Successful Bidder) submitting the response to RfS inter alia for selection of the Project of the capacity of ..... MW, for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600 MW grid connected Solar Photovoltaic Projects to be setup in Khavda Solar Park Gujarat , in response to the RfS no. GUVNL / 600MW / Solar dated and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Ltd (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of .....[insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Successful Bidder and issuing Letter of Intent No ------- to .....(Insert Name of Successful Bidder) as per terms of RfS and the same having been accepted by the selected bidders resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from Successful Bidder / M/s ---------- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the ..... [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Vadodara forthwith on demand in writing from GUVNL or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on behalf of M/s ----------[Insert name of the Successful Bidder / SPV]

This guarantee shall be valid and binding on this Bank up to and including..... with claim period upto and including .....and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs..... only.

Our Guarantee shall remain in force until..... (Insert validity date being date upto 6 months from SCOD) and GUVNL shall be entitled to invoke this Guarantee till ..... (claim period upto 7 months from SCOD)

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

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by GUVNL, made in any format, raised at the above mentioned address of

the Guarantor Bank, or at a branch located in Vadodara in order to make the said payment to GUVNL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----------[Insert name of the Successful Bidder / SPV] and/or any other person. The Guarantor Bank shall not require GUVNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GUVNL in respect of any payment made hereunder

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly GUVNL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the [----------[Insert name of the Successful Bidder / SPV], to make any claim against or any demand on the [----------[Insert name of Successful Bidder / SPV] or to give any notice to the [----------[Insert name of the Successful Bidder / SPV] or to enforce any security held by GUVNL or to exercise, levy or enforce any distress, diligence or other process against the [----------[Insert name of Successful Bidder / SPV].

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs (Rs. only) and it shall remain in force until ..... with claim period till .....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GUVNL serves upon us a written claim or demand.

Signature Name Power of Attorney No.

For

[Insert Name of the Bank]

E-mail ID of the bank:

Banker's Stamp and Full Address. Dated this day of _, 2022

Witness:

1. ..... Signature

Name and Address

2. ..... Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in Annexure C of the RfS.
3. Any deviation / addition / deletion from the format of Bank Guarantee shall make the bidder liable for disqualification.
4. **Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :**

   Name of Bank – State Bank of India
   Bank Account No. – 10565103714
   IFSC Code - SBIN0001946

FORMAT-6.4

Format for Board Resolution

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

1. **RESOLVED THAT** Mr/Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. GUVNL / 600 MW / Solar dated and Addendums thereto, if any for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600MW grid connected Solar Photovoltaic Projects to be setup in Gujarat with additional upto 600 MW under Greenshoe Option including signing and submission of all documents and providing information / response to RfS to Gujarat Urja Vikas Nigam Ltd (GUVNL), representing us in all matters before GUVNL, and generally dealing with GUVNL in all matters in connection with our bid for the said Project. (To be provided by the Bidding Company or the Lead Member of the Consortium)

2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (To be provided by the Bidding Company)

3. **RESOLVED THAT** the approval of the Board be and is hereby accorded to M/s _____ (bidding company) for using the Networth credientials of M/s_____ (Affilate) for participating in GUVNL's RfS No. GUVNL / 600 MW / Solar 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 networth is used)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

1. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in

Consortium Agreement] in the Project. (To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)

2. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with M/s ---------- [Insert the name of other Members in the Consortium] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. (To be provided by the each Member of the Bidding Consortium including Lead Member)
3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated ..... executed by the Consortium as per the provisions of the RfS. [To be passed by the Lead Member of the Bidding Consortium]

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT- 6.5

Format for Consortium Agreement

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

This Consortium Agreement ("Agreement") executed on this day of Two thousand between M/s [insert name of Lead Member], a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns) and M/s , a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns), M/s , a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS execution of Power Purchase Agreement (in case of award), against RfS No. GUVNL / 600 MW / Solar dated and Addendums thereto, if any issued by Gujarat Urja Vikas Nigam Ltd (GUVNL) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at or constituted under

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS GUVNL desires to purchase power from 600 MW grid connected Solar Power Projects to be setup in the state of Gujarat through Competitive Bidding Process (followed by reverse e-auction)

WHEREAS, GUVNL had invited response to RfS vide its Request for Selection (RfS) dated

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by GUVNL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE,In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1) We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _), shall act as the Lead Member as defined

in the RfS for self and agent for and on behalf of Member-2, -----, Member- n and to submit the response to the RfS.

2) The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3) Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4) The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5) Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6) The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Successful Bidder achieves Financial Closure in terms of the PPA.

7) In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8) Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9) It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10) This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at ..... alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder..

11) It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of GUVNL in terms of the RfS.

12) It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by GUVNL.

13) The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

14) It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of GUVNL.

15) This Agreement

   a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

   b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

   c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of GUVNL.

16) All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s---------- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated)
Witnesses:

1) Signature----------

Name: Address:

2) Signature ----------

Name: Address:

FOR M/S---------- [MEMBER 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated)

Witnesses:

1) Signature ----------

Name: Address:

2) Signature ----------

Name: Address:

For M/s---------- [Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [•])

Witnesses:

1) Signature ----------

Name: Address:

(2) Signature ----------

Name: Address:

Signature and stamp of Notary of the place of execution

FORMAT- 6.6

Format for Disclosure

(TO BE SUBMITTED ON THE STAMP PAPER OF RS 300 DULY NOTARIZED)

DISCLOSURE

Ref.: RfS No. GUVNL / 600 MW / Solar dated.

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

Tel. #:

Fax#:

E-mail address#

To,

General Manager (IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: Response to RfS No. GUVNL / 600 MW / Solar dated for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600 MW grid connected Solar Photovoltaic Projects to be setup in Khavda Solar Park, Gujarat with Greenshoe Option of additional upto 600 MW

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. GUVNL / 600 MW / Solar dated and Addendums thereto, if any and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further undertake that we / our Parent or Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not willful defaulter to any lender and there is no major litigation pending or threatened against us or any of our Affiliates which are of a nature that could cast a doubt on our ability or sustainability to undertake the Project.

We further declare that we have read the provisions of Clause 3.18, 3.4.5 and Section 6 of the RfS, and are complying with the requirements as per the referred **Office Memorandum issued by Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD dated 23.07.2020**, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates **(Annexure to this format)** in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, GUVNL shall take appropriate action as deemed necessary.

We further declare that 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_____, 2022....

Thanking you,

we remain,

Yours faithfully,

(Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration)

ANNEXURE TO FORMAT 6.6

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

Office Memorandum issued by Department of Expenditure, Ministry of Finance, Govt. of India, vide No. 6/18/2019-PPD dated 23.07.2020

(To be submitted on the Letter Head of the Bidding Company/Each Member of Consortium)

Ref. No.: RfS No. GUVNL / 600 MW / Solar dated

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

Tel.#: Fax#:

E-mail address#

To,

General Manager (IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: Response to RfS No. GUVNL / 600 MW / Solar dated for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600 MW grid connected Solar Photovoltaic Projects to be setup in Khavda Solar Park, Gujarat with Greenshoe Option of additional upto 600 MW

Dear Sir/ Madam,

This is with reference to attached office memorandum order no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance, Govt. of India.

We are hereby submitting the following declaration:

Declaration :

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the _____day of_____, 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- 6.7

Financial proposal

Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,

General Manager (IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: Response to RfS No. GUVNL / 600MW / Solar dated for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600 MW grid connected Solar Photovoltaic Projects to be setup in Khavda Solar Park with Greenshoe Option of additional upto 600 MW.

Dear Sir,

I/ We,

(Applicant's name) enclose herewith the Financial Proposal for

Selection of my / our firm for a capacity of _____MW as Bidder for above.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon..

Note:

1. There can be only one tariff. If the bidder quotes two tariffs, then the bid shall be considered as non-responsive.
2. If the bidder submits the financial bid in the Electronic Form at https://www.bharat-electronictender.com not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be considered as non-responsive and summarily rejected.

4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. The tariff should be mentioned up to two places of decimal only.
6. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation

Authorized Signatory

Name:

Designation

Name of the Firm/Consortium Address

FORMAT- 6.8

Format of Commitment to Financial Closure

[(On Stamp Paper duly notarised)

We hereby undertake in line with Clause 3.10 under the title "Financial Closure" that the following details / documents shall be furnished within 9 (Nine) months from the date of execution of PPA:-

- Evidence of achieving complete tie-up of Project Cost through internal accruals or through external Financing Agency
- Implementation & Support Agreement executed with SPPD.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee subject to detailed terms and conditions mentioned under the PPA and except when extension charges as per Clause 3.10 have been paid.

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

Date:

Annexure – A: Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1. PV Module Qualification

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

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

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2. Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ 62109-1&2
Protection against Islanding of Grid	IEEE1547/IEC 62116/ UL1741 or equivalent EN/BIS Standards
LVRT Compliance	As per the latest GERC/ CERC Guidelines/ Order/ Regulations
Grid Connectivity	Relevant GERC/ CERC Regulations (including LVRT compliance) and Grid Code as amended and revised from time to time.
Rated capacity	Nominal/ Rated output power of the inverter (if different power ratings are mentioned at different

	temperatures, then power rating at 50^0 C shall be considered) in kW will be considered as inverter rated capacity.

3. Cables and connectors:

All cables and connectors for used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years from the SCOD of the project and voltages as per latest IEC standards. (Note: IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the EN50618/ TUV 2pfg 1169/08/07 or equivalent IS for service life expectancy of 25 years).

4. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance

5. Authorized Test Centres

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

6. Warranty

a. PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years from the COD of the project.

b. The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.

c. The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.

d. The Inverters/PCUs installed in the solar power plant must have a warranty for 5 years.

7. Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be

inside or outside the laminate, but must be able to withstand harsh environmental conditions):

i) Name of the manufacturer of PV Module

ii) Name of the Manufacturer of Solar cells

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

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

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

vi) Wattage, Im, Vm and FF for the module

vii) Unique Serial No. and Model No. of the module

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

ix) Name of the test lab issuing IEC certificate

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

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

8. Performance Monitoring:

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

9. Safe Disposal of Solar PV Modules:

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

Annexure – B: Check list for Bank Guarantees

Sl. no.	Details of Checks	Yes/No
1.	Is the BG on non-judicial Stamp paper of Rs. 300	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	Whether the copy of SFMS confirmation of issuance of BG has been forwarded to GUVNL?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./Specification No./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?	

Annexure – C: List of Banks

The list of Banks shall be as per Finance Dept. GR No. EMD/4/2022/0002/DMOdated 20.05.2022 as amendedor replaced from time to time.. Thepresently 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 31.03.2023. The validity cut off date is with respect to the date of issue of Bank Guarantee irrespective of date termination of Bank Guarantee.

1. The Mehsana Urban Co-operative Bank Ltd
2. Ahmedabad Mercantile Co-operative Bank Ltd
3. Nutan Nagarik Sahakari Bank Ltd.
4. Kalupur Commercial Co-Operative Bank Ltd
5. RBL Bank
6. Axis Bank
7. ICICI Bank
8. HDFC Bank
9. Kotak Mahindra Bank
10. Indusind Bank
11. The Gujarat State Co-operative Bank
13. Saraswat Co-operative Bank
14. Rajkot Naagrik Sahakari Bank Limitd
14. Saurashtra Gramin Bank
15. DCB Bank
16. Tamilnadu Mercantile Bank
17. Ujjivan Small Finance Bank
18. A U Small Finance Bank
19. Federal Bank
20. Equitas Small Finance Bank
21. Standard Chartered Bank
22. City Union Bank

23. DBS Bank India Limited
24. The Surat District Co-operative Bank
25. The Surat Peoples Co-operative Bank

Annexure – D: Special Instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

For conducting electronic tendering, GUVNL has decided to use the portal https://www.bharat-electronictender.com which is approved by Ministry of Electronics and Information Technology through "Certificate of Approval" No DIR/UKN/eprocurement/CERTIFIATE/2018-I dated 31.07.2018.

Instructions

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class 3
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   a) Query to GUVNL (Optional)
   b) View response to queries posted by GUVNL
8. Bid-Submission on ETS

9. Respond to GUVNL Post-TOE queries
10. Participate in reverse auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 3, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

Registration

To use the ElectronicTender® portal https://www.bharat-electronictender.com., vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal of https://www.bharat-electronictender.com If the official copy of the documents is not downloaded from ETS Portal of https://www.bharat-electronictender.com within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-124 - 4229071, 4229072 Emergency Contact No. +918287663763
E-mail ID	support@isn-ets.com [Please mark CC: support@electronictender.com]

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts

- Envelope I (Technical-Bid)
- Envelope II (Financial-Bid)

Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Section 3.18 A, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the 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 Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main- Bid. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in figures will prevail.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to GUVNL in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Other Instructions

For further instructions, the bidder should visit the home-page of the portal https://www.bharat-electronictender.com, and go to the **User-Guidance Center.**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged- in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

Seven Critical Do's And Don'ts for Bidders

Specifically for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS'** must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class 3 well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to

complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (.i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.

Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Additional DO'S AND DON'TS FOR BIDDERS Participating in e-Reverse Auction

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (.i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

Minimum Requirements at Bidder's End

Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)

Broadband connectivity

Microsoft Internet Explorer 7.0 or above (Recommended version Internet Explorer 11)

Digital Certificate(s)

Annexure – E: Terms & Conditions Of Reverse Auction

After opening of financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), GUVNL shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda / Corrigenda / Amendments / Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to the portal service provider.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, such bids would be considered non-responsive and would be rejected by GUVNL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of GUVNL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
   a) Bidders may note that, although extension time is '5' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute posting of the Financial Bid during reverse auction.
   b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of GUVNL, bid process, bid technology, bid documentation and bid details.
   c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.

d) Technical and other non-commercial queries (not impacting price) can only be routed to the GUVNL contact personnel indicated in the RfS document.

e) Order finalization and post order activities such as issuance ofLOI, signing of PPA etc. would be transacted directly between successful bidder(s) and GUVNL.

f) LOIshall be placed outside the e- bidding portal & further processing of the LOIshall also be outside the system.

g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in AnnexureD of the RfS document.

h) Bidders are advised to visit the auction page and login into the system well in advance to identify / rectify the problems to avoid last minute hitches.

i) GUVNL will not be responsible for any PC configuration/Java related issues, software / hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.

j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used https://www.bharat-electronictender.com No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section – 4 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse- Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	05 minutes

Sl. No.	Parameter	Value
3.2	Automatic extension Time-Duration	05 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff Quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by GUVNL on pre-specified date and time, while the bidders shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by GUVNL. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. GUVNL shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/no. of projects being auctioned, auction rules etc.

GUVNL reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

GUVNL shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of GUVNL shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

Annexure – F: Details of Solar Park and Charges to be paid to SPPD for various facilities

Sr. No.	Details	
1.	Name of Park	600 MW Khavda Ultra Mega Solar Park.
2.	Location	Khavda, Ta. Khavda, Dist . Kutch
3.	Land	As per provisions of ISA.
4.	Estimated Capacity	600 MW
5.	Plot Nos. & Capacity	
	Total 6 Plots having approx. 100MW capacity each (Plot No.S09, S10, S11,S12, S13,S14 & Coordinates as per Annexure-G)	
6.	Upfront Development Charges	Rs. 25.21lacs / MW (One time) exclusive of all taxes & Duties
7.	O&M charges	Rs. 2.59lacs / MW / annum exclusive of all taxes & Duties with increment of 3 % every year
8.	Water Charges	Water charges to be levied at the rate of Rs.120 / KL for potable water
9.	Land charges	Rs.16179 / Hectare / Year (For year 2021-22) with increment of 15% every 3 Years
10.	Payment Schedule of UDC & Payment Guarantee	As per provisions of ISA.
11.	Payment Guarantee towards O&M Charges	As per provisions of ISA.
12.	Taxes, duties, levies, Rupantar kar etc & other charges	Shall be levied extra, as applicable , on various expenditure heads & as per provisions of ISA
13.	Local Area Development Charges	As per provisions of ISA

Facilities available in Solar Park from SPPD as per ISA and LA

- Allocation of land on lease at maximum rate of 1.85Ha / MW.
- Availability of connectivity at 33 / 400kV pooling station of GSECL. Power from GSECL pooling station will be transmitted to 400/765 KV Khavda PS-II pooling station of CTUIL.
- Right of Way for installation of underground cable from project to Pooling Station.
- Water Supply during operation period.
- Storm Water Drainage System / Bunding as decided by GSECL
- Outer fencing of Solar Park as decided by GSECL
- SRRA and Weather Station
- Fire Safety
- Support in Power Supply during construction
- Note: Above charges are provisional subject to approval from MNRE/ GoG

Annexure – G: TENTATIVE PLOT COORDINATES:

SOUTH PLOT NO S9

1	X=553907.6874	Y=2653618.2547
2	X=553891.5188	Y=2652893.2547
3	X=556456.6128	Y=2652893.2547
4	X=556456.6128	Y=2653618.2547

SOUTH PLOT NO S10

1	X=553891.5117	Y=2652893.2547
2	X=553893.3920	Y=2651964.3060
3	X=554329.4898	Y=2651964.3060
4	X=554329.4898	Y=2652218.2130
5	X=556472.6128	Y=2652218.2130
6	X=556472.6128	Y=2652868.2547
7	X=556456.6128	Y=2652868.2547
8	X=556456.6128	Y=2652893.2547

SOUTH PLOT NO S11

1	X=556522.6128	Y= 2652222.213
2	X=556873.7938	Y=2652222.2130
3	X=556873.7938	Y=2651432.3060
4	X=554458.7770	Y=2651432.3060
5	X=554455.3991	Y=2651972.9402
6	X=554363.4223	Y=2651972.4493
7	X=554363.4223	Y=2652184.2130
8	X=556522.6128	Y=2652184.2130

SOUTH PLOT NO S12

1	X=556873.7938	Y=2652244.2130
2	X=556873.7938	Y=2651432.3060
3	X=558475.5014	Y=2651432.3070
4	X=559084.1893	Y=2651248.8373

5	X=559084.9563	Y=2652244.2130

SOUTH PLOT NO S13

1	X=559084.9563	Y=2652244.2130
2	X=556522.6128	Y=2652244.2130
3	X=556522.6128	Y=2652968.2130
4	X=559085.5887	Y=2652968.2130

SOUTH PLOT NO S14

1	X=556522.6128	Y=2653200.8482
2	X=556522.6128	Y=2652968.2130
3	X=559085.5887	Y=2652968.2130
4	X=559085.5887	Y=2653464.0000
5	X=561167.0830	Y=2653464.0000
6	X=560655.6519	Y=2654018.9570

Power Purchase Agreement (PPA)

FOR PURCHASE OF POWER THROUGH COMPETITIVE BIDDING PROCESS [FOLLOWED BY REVERSE E-AUCTION] FROM 600 MW GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PROJECTS TO BE SET UP IN 600 MW KHAVDA SOLAR PARK WITH GREENSHOE OPTION OF ADDITIONAL UPTO 600 MW.

RfS No. GUVNL / 600 MW / Solar dated (Tender Search Code: GUVNL-2022-)

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 5

ARTICLE 2: Licences, Permits 12

ARTICLE 3: Obligations 13

ARTICLE 4: Synchronisation, Commissioning and Commercial Operation 18

ARTICLE 5: Rates and Charges 21

ARTICLE 6: Billing and Payment 22

ARTICLE 7: Metering and Communication 25

ARTICLE 8: Force Majeure 27

ARTICLE 9: Change in Law 30

ARTICLE 10: Term, Termination and Default 32

ARTICLE 11: Dispute Resolution 37

ARTICLE 12: Indemnity 38

ARTICLE 13: Miscellaneous Provisions 39

SCHEDULE 1: Parameters and Technical Limits Of Supply 43

SCHEDULE 2: Approvals 45

SCHEDULE 3: Contracted CUF and Plot Details 46

This Power Purchase Agreement is made and entered into at Vadodara on this __day of _____ 2022 between _____

_____ incorporated under Companies Act, 1956 (1 of 1956) having its registered Office at _____ (hereinafter referred to as "Power Producer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of first part.

AND

Gujarat Urja Vikas Nigam Limited incorporated under the Companies Act 1956 (1 of 1956) having its Registered office at Sardar Patel Vidyut Bhavan, Race Course Vadodara – 390 007, (hereinafter referred to individually, as "GUVNL" or "Power Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of the second part.

WHEREAS Govt. of Gujarat vide Resolution G.R. No. SLR/11/2020/77/B1 dated 29.12.2020 has notified the Gujarat Solar Power Policy 2021 which shall remain operational for the period upto 31.12.2025.

AND, WHEREAS the Gujarat Solar Power Policy 2021 stipulates that the obligated entities may purchase solar power to fulfil their RPO at the tariff determined through competitive bidding.

AND, WHEREAS the Ministry of Power vide Resolution no. 23/27/2017-R&R dated 03.08.2017 has notified the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from grid connected Solar PV Power Projects.

AND, WHEREAS GUVNL vide RFS No. GUVNL / 600 MW / Solar dated has floated tender for purchase of power through Competitive Bidding Process (followed by reverse e-auction) from 600 MW grid connected Solar Photovoltaic Power Projects to be setup at 1000 MW Khavda Solar Park, in Gujarat with Greenshoe option of additional upto 600 MW, and the Power Producer has been declared Successful Bidder pursuant to Letter of Intent(LOI) dated ..... for development of Solar Power Project of .....MW capacity and sale of entire of electrical energy, so produced, for commercial purposes from such Power Plant to GUVNL.

AND, WHEREAS, GUVNL shall be filing / has filed a petition no. _____ under section 63 of The Electricity Act, 2003 before the Honourable Gujarat Electricity Regulatory Commission for adoption of tariff discovered through the Competitive Bidding Process (followed by Reverse Auction) conducted by GUVNL through RfS no. GUVNL / 600 MW / Solar dated & Addendums thereto, if any. Therefore this Power Purchase Agreement shall be subject to the adoption of tariff by the Honourable Commission. In terms of Clause 10.4 of Ministry of Power's guidelines dated 03.08.2017, as amended from time to time, GUVNL shall approach the GERC for

adoption of tariffs under Section 63 of the Act. Any delay in adoption of tariff by GERC, beyond 60 (sixty) days from date of filing of petition by GUVNL, shall entail a corresponding extension in due date for financial closure and scheduled commissioning date, for equal no of days for which the GERC order has been delayed beyond such 60 days period.

AND, WHEREAS the Power Producer desires to set-up such Solar Energy based Power Plant of ..... MW capacity at Plot No ___ of the Khavda Solar Park using new Solar Photovoltaic Grid Interactive power plants.

AND, WHEREAS, the Power Producer has taken responsibility to set up requisite power injection system into Gujarat Energy Transmission Corporation Ltd (GETCO) Grid.

AND, WHEREAS the GUVNL agrees to purchase such power with Discom wise share to be decided from time to time for fulfillment of RPO.

AND, WHEREAS, the Parties hereby agree to execute this Power Purchase Agreement setting out the Terms & Conditions for sale of power by Power Producer to GUVNL.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, GUVNL AND THE POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

ARTICLE 1: Definitions

1.1 For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

"Agreement" shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the Parties from time to time.

"Approvals" means the permits, clearances, licenses and consents as are listed in Schedule 2 hereto and any other statutory approvals.

"Base rate of Late Payment Surcharge" means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify. Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

"Billing Period" means (subject to Article 6.1 of the Agreement) the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs.

"Billing Date" shall be the first Business Day after the Metering Date of each Billing Period.

"Bid Deadline" shall mean the last date of submission of bid under RfS No. GUVNL / 600 MW / Solar _____ dated _____& Addendums thereto, if any

"Business Day" shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Vadodara.

"Change in Law" shall have the meaning ascribed thereto in Article 9 of this Agreement.

"CERC" means Central Electricity Regulatory Commission.**"Commissioning"** with respect to the project or part thereof as certified by GEDA shall mean when all equipments as per rated capacity has been installed and energy has flown into the grid.

"Commercial Operation Date (COD)" shall be be the date certified by GEDA upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

"**Competent Court**" means the Supreme Court of India or any High Court, or any tribunal or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the Project.

"**Contracted Capacity**" shall mean ..... [Insert capacity] MW AC contracted with GUVNL for supply by the Power Producer at the Delivery Point from the Solar Power Project. It is to clarify that in any 15 minute time block during the entire term of PPA, the injected power shall not

exceed the Contracted AC Capacity plus 5% as well as the inverter capacity shall not exceed Contracted AC Capacity plus 5%.

"Contracted CUF" shall mean the % capacity utilization factor of the project mentioned in Schedule 3 of the PPA and shall be allowed to be modified until 1 year after Commercial Operation Date of the project / part thereof and thereafter it shall remain unchanged for the balance term of the PPA.

"**Contract Year**" shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year i.e. a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

"CTU or Central Transmission Utility" shall mean Central Transmission Utility of India Ltd (CTUIL) which is notified as the Central Transmission Utility under Section 38 of the Electricity Act 2003.

"Debt Due" shall be as defined at Article 10.3.2.

"Delivery Point / *Inter-connection Point*" shall be the point or points of inter-connection of project with CTU Grid i.e. CTU Periphery at which Electricity shall be delivered.

All expenses, including transmission / wheeling charges and losses upto 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 the Delivery Point shall be borne by GUVNL.

"Delivered Energy" means the energy scheduled at the Delivery Point as certified by WRPC in Regional Energy Account in accordance with provisions of PPA. In case of net import of energy during a month, the Power Producer shall be required to make payment to GUVNL at the rate of HT Temporary Tariff as determined by GERC from time to time. In case of net export of energy during a month, the Power Producer shall be eligible for receiving the agreed tariff from GUVNL for such net delivered energy. No change in charges / losses of CTU shall be covered under Change in Law. The commercial settlement of purchased energy as well as energy drawl from the grid shall be governed as per CERC (Deviation Settlement Mechanism) Regulations, 2014.

"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 the GUVNL.

"Electricity" shall mean the electrical energy in kWh (kilowatt-hours).

"Electricity Laws" shall mean the Electricity Act, 2003 and the relevant Rules, Notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by the GERC / CERC from time to time.

"Emergency" means a condition or situation of physical damage to GETCO's / DISCOM's electrical system including the Grid System, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by GETCO or DISCOM Grid System or could endanger life or property.

"Expiry Date" shall mean the date occurring after twenty five (25) years from the Scheduled Commercial Operation Date of the project.

"Financing Documents" mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the Power Producer and the Financing Parties relating to the financing of the Project. In case of financing of the project solely through internal accruals, Financial Documents shall consist of Cash Flow Statements and Detailed Financial Statements reflecting sufficient infusion of funds in the project company.

"Financial Closure" shall mean arrangement of necessary funds by the Power Producer either by way of commitment of funds by the Company from its internal resources and / or tie up offunds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance. At this stage, Power Producer shall ensure submission of documents / certificates evidencing the tie up of project cost through internal resources and /or through external Financing Agency and Implementation and Service Agreement executed with SPPD.

"Financing Parties" shall mean the parties financing the Project, pursuant to the Financing Documents.

"Force Majeure Event" shall have the meaning set forth in Article 8.

"GERC" means the Gujarat Electricity Regulatory Commission.

"GoI" shall mean the Government of the Republic of India and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

"GoG" shall mean the Government of the State of Gujarat and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

"Government Instrumentality" shall mean the GoI, the GoG and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.

"Grid System" shall mean CTU / STU / Discom's power transmission system / distribution system through which Delivered Energy is evacuated and distributed.

"Interconnection Facilities" in respect of the Power Producer shall mean all the facilities installed by the Power Producer to enable GUVNL to receive the Delivered Energy from the Project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to CTU sub-station.

"Installed Capacity" shall mean the 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 GSECL / STU / 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.

"Metering Date" for a Billing Period, means the midnight of the last Day of the calendar month.

"Metering point" shall mean the point at 400KV side of 400/765 KV Khavda PS-II Pooling Sub-Station of CTU. However, one more metering system is to be installed at 33 KV side of 400/33 KV Internal Pooling Sub-station where power from the Solar Power Project is injected for measuring export / import from each project. Energy recorded in the meter placed at CTU Substation shall be apportioned to each project in the proportion of energy recorded in the meters placed at Pooling Substation. All line losses upto the metering point (400 KV) will be on account of the Solar Power Developers.

"Monthly Charge" shall have the meaning set forth in Article 5.

"MW" means Megawatts.

"Must Run Status" shall mean that Project shall not be directed by the GUVNL to shut down or back down due to variations in the generation/consumption patterns or any commercial parameters, merit order dispatches or existence/apprehension of any other charges or levies related to dispatch or incidental thereto except Force Majeure Events and emergency.

"O & M Default" shall mean any default on the part of the Power Producer for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times**"Part Commissioning"** shall mean the Solar PV Capacity (AC MW) to be commissioned as per provisions of the Part Commissioning in this Agreement

"Performance Bank Guarantee" shall mean the irrevocable unconditional bank guarantee submitted by the Power Producer as per the RfS No. GUVNL / 600 MW / Solar dated.

"Pooling Substation/Pooling Point" shall mean a point where more than one solar PV project may connect to a common transmission system within park. The pooling point voltage and metering arrangement shall be as per ISA.

"Project" shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the Power Producer in the Plot to be allocated in Khavda Solar Park Gujarat having a separate boundry and comprising of number of units, and shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the 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 at Delivery Point.

"Project Site" means any and all parcels of real property, rights of way, easements and access roads located in Khavda Solar Park, Gujarat, upon which the Project and its related infrastructure will be located as described in Schedule 1 hereto.

"Prudent Utility Practices" shall mean those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.

"Reference Exchange rate" shall mean, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this agreement, the buying rate of such currency as of 12:00 noon on the relevant date notified by the State Bank of india, and in absence of such rate, the average of similar rates notified by Bank of India and Bank of Baroda.

"REA" means the Regional Energy Account issued by Westeren Regional Power Committee.

"**SBI 1 Year MCLR Rate**" means 1 year Marginal Cost of Funds Based Lending Rate (MCLR) fixed by State Bank of India (SBI) / any replacement thereof by SBI for the time being in effect applicable for 1 year period, as on 1st April of the respective financial year in accordance with regulations and guidelines of Reserve Bank of India. In absence of such rate, any other arrangement that substitutes such rate as mutually agreed to by the Parties.

"**Scheduled COD**" **or** "**Scheduled Commercial Operation Date**" shall mean the date ..... *(Insert a date within 15 months from the date of execution of the PPA)* as declared by the Power producer.

"Selected Bidder or Successful Bidder" shall mean the Bidder selected pursuant to RfS dated _____to set up the Project and supply electrical output as per the terms this PPA.

"SLDC" means the State Load Dispatch Center as notified by the State Government under sub-section (1) of section 31 of Electricity Act 2003.

"***SPPD***" shall mean Solar Power Park Developer which is Gujarat State Electricity Corporation Ltd (GSECL) designated by State Government in terms of "Scheme for Development of Solar Parks and Ultra Mega Solar Power Projects" issued by MNRE on 21.03.2017 as amended from time to time.

"STU *or "State Transmission Utility" or "GETCO"* shall mean the Gujarat Energy Transmission Company Limited (GETCO) or its successor in terms of sub-section (1) of Section 39 of the Electricity Act 2003.

"Tariff" shall have the meaning set forth in Article 5.

"Tariff Invoices" shall have the meaning set forth in Article 6.

"Technical Limits" means the limits and constraints described in Schedule 1, relating to the operations, maintenance and dispatch of the Project.

"Term" means the term of the Agreement as defined in Article 10.1.

"Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered to the GUVNL which shall be at 400 kV.

"WRPC" shall mean the Western Regional Power Committee constituted under Section 2 (55) of the Electricity Act 2003.

1.2 Interpretation:

a) This PPA shall be subject to approval/ adoption of tariff by GERC.

b) Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

c) In this Agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies and Discom (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns.

ARTICLE 2: Licences, Permits

The Power Producer, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licenses and approvals required from time to time by all regulatory / statutory competent authority (ies) in order to enable it to perform its obligations under the Agreement. GUVNL will render all reasonable assistance to the Power Producer to enable the latter to obtain such clearances without any legal obligation on part of GUVNL.

Provided, however, non-rendering or partial rendering of assistance shall not in any way absolve the Power Producer of its obligations to obtain such clearances. Nor shall it mean to confer any right or indicate any intention to waive the need to obtain such clearances.

ARTICLE 3: Obligations

3.1 Obligations of the Power Producer:

(i) The Power Producer shall obtain all statutory approvals, clearances and permits necessary for the Project which are not in the scope of SPPD under ISA, at his cost in addition to those Approvals as listed in Schedule 2.

(ii) The Power Producer shall obtain financial closure within Nine (09) months from date of execution of PPA.

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

An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the Power Producer, on advance payment of extension charges of Rs. 1000/- per day per MW Including GST@18%. In case of any delay in depositing this extension charge, the Power Producer has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year).

This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCOD on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the Power Producer shall not be refunded by GUVNL.

(iii) The Power Producer shall construct, operate and maintain the Project during the term of PPA at his cost and risk including the required Interconnection Facilities and in close co-ordination with GETCO's feasibility and in accordance with the provisions of ISA.

(iv) The Power Producer shall sell all available capacity from identified Solar Photovoltaic Grid-Interactive Power Plants to the extent of contracted capacity on first priority basis to GUVNL and not to sell to any third party.

a. **Criteria for Generation:** The Power Producer shall maintain generation so as to achieve annual CUF within + 10% and -15% of the contracted CUF till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the contracted annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL to the extent of non-availability of grid for evacuation which is beyond the control of the Power Producer. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.

b. **Shortfall in Generation:** In case the project generates and supplies energy less than the energy corresponding to the minimum CUF (Calculation of CUF will be on yearly basis), the Power Producer will be liable to compensate GUVNL for the shortfall in availability below such contracted CUF level at 25% of the PPA Tariff. This will, however, be relaxable by GUVNL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the Power Producer. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.

c. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with GUVNL, affecting supply of solar power by the Power Producer.

d. **Excess Generation:** In case the availability is more than the maximum CUF specified, the Power Producer will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. In case of excess generation, GUVNL shall reserve the right to purchase the excess generation at 75% (seventy-five per cent) of the PPA tariff.

(v) The Power Producer shall enter into Implementation & Support Agreement (ISA) with SPPD for Common Infrastructure and Facilities of Solar Park within 1 month from date of signing of PPA. Power Producer shall obtain "No Dues Certificate" from GSECL towards Upfront Development Charges payable under the ISA and furnish the same to GUVNL at the time of commissioning. Further, after commissioning of the project, "No Dues Certificate" from GSECL towards O&M Charges payable under ISA shall also be obtained and furnished to GUVNL by Power Producer every six months. GUVNL reserves the right to recover outstanding dues of power producer towards O&M Charges of GSECL from monthly energy bills upon intimation by GSECL to GUVNL of such outstanding dues.

(vi) The Power Producer shall undertake at its own cost construction/ upgradation of (a) the Interconnection Facilities, (b) the Transmission Lines and as per the specifications and requirements of GSECL / CTU, as notified to the Power Producer at schedule 1(5).

(vii) The Power Producer shall enter into Lease Agreement with SPPD for using the plot(s) allocated to them in the Solar Park. The Power Producer shall operate and maintain the Project in accordance with Prudent Utility Practices.

(viii) The Power Producer shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it. All expenses including wheeling / transmission charges and losses, UI / DSM Charges applicable as per GERC / CERC Regulations, upto Delivery Point shall be paid by the Power Producer without any reimbursement by GUVNL.

(ix) For evacuation facility and maintenance of the transmission, the Power Producer shall enter into separate agreement with SPPD/GETCO/CTU, if applicable.

(x) To procure start up power required for the plant from respective Discom.

(xi) The shareholding of promoters / consortium members in the Power Producer shall not fall below 51% (Controlling Shareholding) at any time prior to one (1) year from COD except with prior approval of GUVNL. In case Successful Bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede Control till (1) one year from COD except with prior approval of GUVNL. After expiry of 1 year from COD, any change can be undertaken under intimation to GUVNL. Transfer of controlling shareholding within the same group of companies will however be allowed after COD, with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companies

(xii) Fulfilling all other obligations undertaken by him under this Agreement.

3.2 Obligations of GUVNL:

(i) GUVNL shall grant Must Run Status to the Project subject to the considerations as stated under clauses 3.4, 3.5 and 3.6 of the PPA.

(ii) GUVNL shall allow Power Producer to re-power their plants from time to time during the PPA duration. However, GUVNL will be obliged to buy power only within the range of CUF, specified in the PPA.

3.3 Liquidated Damages for Delay in Commissioning the Project / Solar Photovoltaic Grid Interactive Power Plant Beyond Scheduled Commercial Operation Date

The Project shall be commissioned within Scheduled Commercial Operation Date. The Power Producer shall have to submit Commissioning Certificate as verified, inspected and certified by GEDA. In case of failure to achieve this milestone except due to Force Majeure Event, GUVNL shall encash Performance Bank Guarantee (PBG) in the following manner:

a) Delay upto six (6) months from SCOD – GUVNL will encash total Performance Bank Guarantee on per day basis and proportionate to the balance capacity not commissioned.

b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the Power Producder's Event of Default as per Article 5.6.1 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.

3.4 Generation Compensation in Offtake Constraint Due to Transmission Infrastructure Not Complete/ Ready Beyond Delivery Point (Transmission Constraint)

After the scheduled commissioning date, if the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, for reasons not attributable to the Power Producer, leading to offtake constraint, the provision for generation compensation is as follows:

Transmission Constraint beyond Delivery Point	**Provision for Generation Compensation**
If the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, leading to offtake constraint	a) The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, for the period of grid unavailability beyond Delivery Point, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the Sucessful Bidder in the succeeding 3 (three) Contract Years, shall be procured by GUVNL at the PPA tariff so as to offset this loss. b) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by GUVNL for compensating the generation loss.

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

3.5 Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point

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

Duration of Grid Unavailability beyond Delivery Point	**Provision for Generation Compensation**
Grid unavailability beyond Delivery Point in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be	**Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability beyond Delivery Point during the contract year)]**

counted):	Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year The excess generation by the Power Producer equal to this generation loss shall be procured by GUVNL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

3.6 Offtake Constraints Due to Backdown

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

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

ARTICLE 4: Synchronisation, Commissioning and Commercial Operation

4.1 Synchronization, Commissioning and Commercial Operation

4.1.1 The Power Producer shall give at least thirty (30) days written notice to the SLDC / WRLDC and GUVNL, of the date on which it intends to synchronize the Power Project to the Grid System.

4.1.2 Subject to Article 4.1.1, the Power Project may be synchronized by the Power Producer to the Grid System when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

4.1.3 The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the Power Producer at its generation facility of the Power Project at its own cost. The Power Producer shall synchronize its system with the Grid System only after the approval of CTU, GETCO, SLDC and GEDA.

4.1.4 The Power Producer shall immediately after each synchronization / tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code.

4.1.5 The Power Producer shall commission the Project within SCOD. Further, the Power Producer shall submit Lease Agreement executed with SPPD in the name of Power Producer on or before SCOD.

4.1.6 The Power Producer shall be required to obtain Developer and/ or Transfer Permission, Key Plan drawing etc. from GEDA (if required) prior to mounting of panels and submit the same to GUVNL prior to actual commissioning of the project / unit. Further, at this stage, the technology adopted as per Annexure A of RfS or in accordance with MNRE's Approved List of Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 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.

4.1.7 **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 50 MW, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCOD (Schedule Commercial Operation Date) will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD.

4.1.8 **Early Commissionning:** The Power Producer shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD (Schedule Commissionning Operation Date). In cases of early part-commissioning, till SCOD, GUVNL shall reserve the right to purchase the generation till SCOD, at 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to SCOD, GUVNL may purchase the generation at PPA Tariff.

4.1.9 **Penalty for Delay in Commissioning:** The Project shall be commissioned by the Scheduled Commercial Operation Date. In case of failure to achieve this milestone, GUVNL shall encash the Performance Bank Guarantee (PBG) in the following manner.

a) Delay upto six (6) months from SCOD – GUVNL will encash total Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned

b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the Power Producer's Event of Default as per Article 10.2.1 shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCOD + 6 months. The PPA for balance capacity not commissioned shall be terminated.

c) In case, the Commissioning of the Project is delayed beyond this period as mentioned in Section (b) above, the PPA capacity shall stand reduced / amended to the Capacity Commissioned and the PPA for the balance Capacity will stand terminated and shall be reduced from the selected Project Capacity.

4.2 Performance Bank Guarantee

4.2.1 The Performance Bank Guarantee furnished by Power Producer to GUVNL shall be for guaranteeing the commissioining / commercial operation of the project up to the Contracted Capacity within SCOD.

4.2.2 If the Power Producer fails to commission the project on or before Scheduled Commercial Operation Date, GUVNL shall have the right to encash the Performance Bank Guarantee without prejudice to the other rights of the Power Producer under this Agreement as per Article 3.3.

4.2.3 GUVNL shall release the Performance Bank Guarantee upon successful commissioning of full contracted capacity after adjusting Liquidated Damages (if any) as per Article 3.3.

4.3 Dispatch and Scheduling

4.3.1 The Power Producer shall be required to schedule its power as per the applicable Regulations / Requirements / Guidelines of CERC / GERC /WRLDC / SLDC and maintain compliance to the Grid Code requirements and directions, as specified by

WRLDC / SLDC from time to time. Any deviation from the schedule will attract the provisions of applicable Regulation / Guidelines / Directions and any financial implication on account of this shall be to the account of the Power Producer.

ARTICLE 5: Rates and Charges

5.1 GUVNL shall pay for the Delivered Energy as certified in the REA by Western Regional Power Committee (WRPC), for the Term of this Agreement from the SCOD, to the Power Producer every month. The Tariff payable by GUVNL for energy purchased shall be as below.

5.2 GUVNL shall pay a fixed tariff of Rs. ..... / unit as discovered under the Competitive Bidding (followed by e-reverse auction) and as agreed by the Parties, upon commissioning of Project or part thereof (as certified by GEDA) from SCOD for the delivered energy as certified in REA published by WRPC during the period of 25 years life of the Project.

5.3 For each KVARH drawn from the grid, the Power Producer shall pay at the rate determined by GERC to GETCO from time to time.

5.4 In cases of early part-commissioning of the project prior to SCOD, GUVNL shall reserve the right to purchase the generation at 75% (seventy-five per cent) of the PPA tariff till SCOD. However, in case the entire capacity is commissioned prior to SCOD, GUVNL may purchase the generation at PPA Tariff.

5.5 In case of delay in commissioning of the Project or part thereof beyond SCOD, the provisions as per Article 4.1.9 shall be applicable.

5.6 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to GUVNL.

5.7 Energy certified by WRPC in the REA shall be considered for monthly energy bill. The other provisions of Intra / Inter State ABT and Open Access and Other Regulations of GERC / CERC and amendments thereto from time to time shall be applicable.

5.8 Power Producer shall pay all applicable charges to GSECL as specified under ISA ad IA. In the event of failure of Power Producer to pay these charges to GSECL and upon request of GSECL for adjusting such charges from the monthly tariff payments under this PPA, GUVNL will deduct the charges from monthly tariff payments for reimbursement thereof to GSECL.

ARTICLE 6: Billing and Payment

6.1 Billing Provision

The Billing will be on monthly basis. GUVNL will be billed by the Power Producer based on as certified by REA of Gujarat SLDC following the end of each month for the energy supplied and payment will be due on the thirtieth (30^{th}) day following the delivery of the billing invoice.

6.2 Payment

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

6.3 Late Payment

1. Late Payment Surcharge shall be payable on the payment outstanding after the due date at the Base rate of Late Payment Surcharge applicable for the period for the first month of default.

2. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.

3. Provided further that all payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

6.4 4. The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 as amended or modified from time to time notified by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement in regard to matters contained in the said Rules. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this Agreement which are inconsistent or contrary to the provisions of the Rules. 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.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \text{ per week or part thereof.}$$

6.5 Payment Security

GUVNL shall provide an Irrevocable and unconditional revolving Letter of Credit in favour of, and for the sole benefit of the Power Producer for the contracted capacity. All the cost incurred by GUVNL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the Power Producer.

1) The Letter of Credit shall be established in favour of, and issued to, the Power Producer on the date hereof and made operational thirty (30) days prior to due date of first invoice and shall be maintained consistent herewith by GUVNL and all times during the Term of the Agreement.

2) Such Letter of Credit shall be in form and substance acceptable to both the Parties and shall be issued by any Scheduled Bank and be provided on the basis that:

   (i) In the event a Tariff Invoice or any other amount due and undisputed amount payable by GUVNL pursuant to the terms of this Agreement is not paid in full by GUVNL as and when due, the Letter of Credit may be called by the Power Producer for payment of undisputed amount.

   (ii) The amount of the Letter of Credit shall be equal to an amount not less than one month's average billing of the Project.

   (iii) The GUVNL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.

3) The Letter of Credit shall be renewed and/or replaced by the GUVNL not less than 30 days prior to its expiration.

4) Payment under the Letter of Credit : The drawl under the Letter of Credit in respect of a Tariff Invoice (excluding supplementary bills) shall require:

   (i) a copy of the metering statement jointly signed by the official representatives of both the Parties, supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice.

   (ii) a certificate from the Power Producer stating that the amount payable by GUVNL in respect of such Tariff Invoice has not been paid and disputed by GUVNL till the Date of raising claim for drawl under the Letter of Credit.

6.6 Disputes:

In the event of a dispute as to the amount of any Tariff Invoice, GUVNL shall notify the Power Producer of the amount in dispute and GUVNL shall pay the Power Producer 100% of the undisputed amount plus 85% of the disputed amount within the due date provided either party shall have the right to approach the GERC to effect a higher or lesser payment on the disputed amount. The Parties shall discuss within a week from the date on which GUVNL notifies the Power Producer of the amount in dispute and try and settle the dispute amicably. Where any dispute arising out of or in connection with this agreement is not resolved mutually then such

dispute shall be submitted to adjudication by the GERC under Section 86 of Electricity Act 2003 and the GERC may refer the matter to Arbitration as provided in the said provision read with Section 158 of Electricity Act 2003. For dispute beyond the power conferred upon the GERC, such dispute shall be subject to jurisdiction of High Court of Gujarat. If the dispute is not settled during such discussion then the payment made by GUVNL shall be considered as a payment under protest. Upon resolution of the dispute, in case the Power Producer is subsequently found to have overcharged, then it shall return the overcharged amount in accordance withthe interest at the rate of Late Payment Surcharge as per Article 6.3 for the period it retained the additional amount.. GUVNL / Power Producer shall not have the right to challenge any Tariff Invoice, or to bring any court or administrative action of any kind questioning/modifying a Tariff Invoice after a period of three years from the date of the Tariff Invoice is due and payable.

ARTICLE 7: Metering and Communication

7.1 Reading and Correction of Meters

(i) The metering point will be at the receiving end of CTUsubstation. For the purpose of energy accounting the Power Producer shall install ABT compliant meter at the metering point.

(ii) Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2014 and amendment thereto. CTU may stipulate specifications in this regard.

(iii) In the event that the Main Metering System is not in service as a result of maintenance, repairs or testing, then the Backup Metering System shall be used during the period the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.

7.2 Sealing and Maintenance of Meters.

(i) The Main Metering System and the Backup Metering System shall be sealed in the presence of representatives of Power Producer and SPPD / STU / CTU.

(ii) When the Main Metering System and / or Backup Metering System and / or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Power Producer and / or GUVNL / STU / CTU at Power Producer's cost, as soon as possible.

(iii) Any meter seal(s) shall be broken only by SPPD / CTU / STU's representative in the presence of Power Producer representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.

(iv) All the Main and Check Meters shall be calibrated at least once in a period of three years.

(v) In case, both the Main Meter and Check Meter are found to be beyond permissible limit of error, both the meters shall be calibrated immediately and the correction applicable to main meter shall be applied to the energy registered by the Main Meter at the correct energy for the purpose of energy accounting / billing for the actual period during which inaccurate measurements were made, if such period can be determined or, if not readily determinable, shall be the shorter of:

A. the period since immediately preceding test of the relevant Main meter, or

B. one hundred and eighty (180) days immediately preceding the test at which the relevant Main Meter was determined to be defective or inaccurate.

7.3 Records

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this agreement and the operation of the Power Plant. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating log at the Power Plant with records of:-

a) Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;

b) any unusual conditions found during operation / inspections;

c) chart and printout of event loggers, if any, for system disturbances/ outages;

d) All the records will be preserved for a period of 36 months.

ARTICLE 8: Force Majeure

8.1 Force Majeure Events:

a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or GUVNL of any Law or any of their respective obligations under this Agreement);

v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;

vi) earthquakes, explosions, accidents, landslides; fire;

vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;

viii) chemical or radioactive contamination or ionizing radiation; or

ix) damage to or breakdown of transmission facilities of GETCO / DISCOMs;

x) Exceptionally adverse weather conditions which are in excess of the statistical measure of the last hundred (100) years.

xi) non-fulfillment of obligations under Land Lease Agreement and Implementation & Support Agreement attributable to GSECL leading to delay in commissioning of the project.

xii) The delay in grant of connectivity/LTA, if applicable, 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 ISTS / InSTS network, will be considered as a factor attributable to the CTU / STU / transmission licensee and beyond the control of the Parties subject to the following;

(a) The ISTS / InSTS sub-station at the Delivery Point and the power evacuation and transmission infrastructure of the ISTS / InSTS network, with which the Project Developer applies for connectivity, shall be scheduled for completion

on or before the SCOD of the concerned Project so as to match the two timelines.

(b) Subject to adherence to above, subsequent to grant of connectivity, in case there is a delay in grant / operationalization of connectivity / LTA by CTU / STU and/or there is a delay in readiness of the ISTS / InSTS sub-station at the delivery point, including readiness of the power evacuation & transmission infrastructure of the ISTS / InSTS network until SCOD of the project and it is established that;

(c) The Power Producer has complied with the complete application formalities as per the connectivity procedure(s) and the ISTS / InSTS sub-station at the delivery point at the power evacuation and transmission infrastructure of the ISTS / InSTS Network with which the Power Producer had applied for connectivity, was scheduled for completion on or before the SCOD of the project and;

(d) The Power Producer has adhered to the applicable procedure in this regard as notified by the CERC / GERC / CTU / STU and;

(e) The delay in grant of connectivity / LTA by CTU / STU and / or dealy in readiness of the ISTS / InSTS sub-station at the delivery point, including readiness of the power evacuation and transmission infrastructure of the ISTS / InSTS Network, is a factor solely attributable to CTU / STU / transmission licensee and is beyond the control of the Parties;

b) **Force Majeure Exclusions:** Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:

1. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;
2. Delay in performance of any contractor / sub contractor or their agents;
3. Non performance resulting from normal wear and tear experience in power generation materials and equipments;
4. Strike or Labour Disturbances at the facilities of affected parties;
5. Insufficiency of finances or funds or the agreement becoming onerous to perform, and
6. Non performance caused by, or concerned with, the affected party's
   I. Negligent and intentional acts, errors or omissions;
   II. Failure to comply with Indian law or Indian Directive; or
   III. Breach of, or default under this agreement or any Project agreement or Government agreement.

c) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.

d) The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.

e) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

8.2 Available Relief for a Force Majeure Event:

No Party shall be in breach of its obligations pursuant to this agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

The event specified at Article 8.1(a)(xii) above and consequent delay shall be treated as delay beyond the control of the parties and both parties shall be eligible for suitable time extension in the SCOD.

ARTICLE 9: Change in Law

9.1 Definition

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

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

b) Introduction / modification / changes in the rates of safeguard duty and/or anti-dumping duty and/or custom duty and / or Goods and Services Tax including surcharge thereon which has direct effect on the Project cost.

9.2 Relief for Change in Law

9.2.1 In case Change in Law results in the Power Producer's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Power Producer shall be appropriately increased or decreased with due approval of GERC.

9.2.2 In case of Change in Law resulting on account of 9.1.1 (b) above, the Power Producer shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of Rs. 2 Lakh per MW of project capacity (AC) in the Project Cost incurred upto Scheduled Commercial Operation Date which shall be allowed upon submission of proof of payment made by the Power Producer towards safeguard duty and/or anti-dumping duty and/or custom duty and/or Goods and Services Tax and with due approval of GERC. This increase / decrease in tariff due to this change in cost of Solar PV modules shall be limited to actual DC capacity or 150% (one hundred and fifty percent) of contracted AC capacity, whichever is lower.

9.2.3 The Power Procurer / GUVNL or the Power Producer, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

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

ARTICLE 10: Term, Termination and Default

10.1 Term of the Agreement: This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years (Twenty Five) from the Scheduled Commercial Operation Date of the Project. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.

Survival: The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 8 (Force Majeure), Article 10 (Term, Termination and Default), Article 11 (Dispute Resolution), Article 12 (Indemnity), Article 13 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement

10.2 Events of Default:

10.2.1 **Power Producer's Default:** The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer:

a. Failure to commission the project by scheduled commercial operation date beyond the period mentioned in Article 3.3

b. Fails to supply power in terms of the PPA

c. O & M Default on part of Power Producer

d. Failure or refusal by Power Producer to perform any of its material obligations under this Agreement including but not limited to financial closure.

e. Failure to pay penalty in advance to GUVNL and consequent non-extension of financial closure deadline.

f. Power Producer fails to make any payment required to be made to GUVNL under this agreement within three (3) months after the due date of a valid invoice raised by the GUVNL on the Power Producer.

g. If the Power Producer (i) assigns or purports to assign its assets or rights in violation of this agreement; or (ii) transfers or novates any of its rights and / or obligations under this agreement, in violation of this agreement.

h. If the Power producer becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or

dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Power producer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to the Power Producer and expressly assumes all obligations under this agreement and is in a position to perform them; or

i. The Power Producer repudiates this agreement.

j. Failure to maintain the shareholding in line with Article 3.1 (xi) of this agreement.

k. Occurrence of any other event which is specified in this Agreement to be a material breach / default of the Power Producer or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Power Producer shall be construed to be in default.

10.2.2 **GUVNL's Default:** The occurrence of any of the following at any time during the Term of this Agreement shall constitute an Event of Default by GUVNL:

a. Failure or refusal by GUVNL to pay any portion of undisputed monthly bill for a period of 90 days after due date.

b. GUVNL repudiates this Agreement.

c. If GUVNL becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of GUVNL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to GUVNL and expressly assumes all obligations under this agreement and is in a position to perform them.

10.3 Termination:

10.3.1 **Termination for Power Producer Default:** Upon the occurrence of an event of default as set out in sub-clause 10.2.1 above, GUVNL may deliver a "Default Notice" to the Power Producer in writing, with a copy to the representative of the lenders to the Power producer with whom the Power Producer has executed the Financing Agreements which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Power Producer to remedy the same. Where a "Default Notice" has been issued with respect to an Event of Default, which requires the co-operation of both GUVNL and the Power Producer to remedy, GUVNL shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations. Upon being in default, the Power Producer shall be liable to pay to GUVNL the damages, as provided in Clause 3.3 of the PPA for failure to commission within stipulated time and Clause

3.1 (iv)(b) for failure to supply power in terms of the PPA. For other cases, the damages shall be as under.

a. At the expiry of 30 (thirty) days from the delivery of the default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, the Power Producer shall have liability to make payment toward compensation to GUVNL equivalent to six (6) months' billing at contracted CUF of the charges for its contracted capacity. Also, GUVNL shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

b. In addition to the levy of damages as aforesaid, in the event of a default by the Power Producer, the lenders shall be entitled to exercise their rights to seek substitution of the Power Producer by a selectee, in accordance with the substitution agreement and in concurrence with GUVNL. However, in the event the lenders are unable to substitute the defaulting Power Producer within the stipulated period, GUVNL may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due by issuing a "Termination Notice" / "Takeover Notice", failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

c. Provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by GUVNL.

d. The lenders in concurrence with GUVNL, may seek to exercise right of substitution under Article 10.3.1 (a.) by an amendment or novation of the PPA in favour of the selectee. The Power Producer shall cooperate with GUVNL to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to GUVNL.

10.3.2 **Termination for GUVNL's Default:** Upon the occurrence of an Event of Default as set out in sub-clause 10.2.2 above, the Power Producer may deliver a Default Notice to GUVNL in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon GUVNL to remedy the same.

GUVNL with the prior consent of the Power Producer may novate its part of the PPA to any third party, including its Affiliates within the period of 7 days following the expiry of notice period. In the event the aforesaid novation is not acceptable to the Power Producer, or if no offer of novation is made by the defaulting Procurer/

GUVNL within the stipulated period of 7 days, then the Power Producer may terminate the PPA and at its discretion require the defaulting Procurer/ GUVNL to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 110% (one hundred and ten per cent) of the adjusted equity as detailed below, less insurance cover, if any by issuing a "Termination Notice" / "Takeover Notice", or, (ii) pay to the Power Producer, damages, equivalent to 6 (six) months billing at contracted CUF, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Power Producer.

In the event of such termination of PPA, any damages or charges payable to GETCO, for the connectivity of the plant, shall be borne by GUVNL.

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

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

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

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

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

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

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

ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost."

ARTICLE 11: Dispute Resolution

11.1 All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation.

11.2 The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.

11.3 Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.

11.4 In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be adjudicated by GERC in accordance with law.

ARTICLE 12: Indemnity

12.1 Power Producer's Indemnity: The Power Producer agrees to defend, indemnify and hold harmless GUVNL, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, GUVNL, or by an officer, director, sub-contractor, agent or employee of the GUVNL.

12.2 GUVNL's Indemnity: GUVNL agrees to defend, indemnify and hold harmless the Power Producer, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of GUVNL, or by an officer, director, sub-contractor, agent or employee of GUVNL except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer.

ARTICLE 13: Miscellaneous Provisions

13.1 Governing Law: This Agreement shall be interpreted, construed and governed by the Laws of India.

13.2 Insurance: The Power Producer shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.

13.3 Books and Records: The Power Producer shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.

13.4 Waivers: Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.

13.5 Limitation Remedies and Damages: Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.

13.6 Notices: Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:

In case of the Power Power Producer:

Name: _____

Designation: _____

Address: _____

Ph. Nos.: _____ Fax No.: _____

In case of Gujarat Urja Vikas Nigam Limited:

Designation: General Manager (IPP)

Address : Gujarat Urja Vikas Nigam Limited - Commerce Dept, 2nd floor, Sardar Patel Vidyut Bhavan, Race Course, Vadodara – 390 007

Ph. Nos.: 0265- 2340504 Fax No.: 0265- 2344543

13.7 Severability:

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

13.8 Amendments:

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, GUVNL may consider any amendment or change that the Lenders may require to be made to this Agreement.

13.9 Assignment:

Neither Party shall assign this Agreement nor shall any portion hereof without the prior written consent of the other Party, provided further that any assignee expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire contracted capacity.

Provided however, no approval is required from GUVNL for the assignment by the Power Producer of its rights herein to the Financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the Project.

In furtherance of the foregoing, GUVNL acknowledges that the Financing Documents may provide that upon an event of default by the Power Producer under the Financing Documents, the Financing Parties may cause the Power Producer to assign to a third party the interests, rights and obligations of the Power Producer thereafter arising under this Agreement. GUVNL further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the Power Producer to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the Power Producer thereafter arising under this Agreement.

13.10 Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between GUVNL and the Power Producer, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments

and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit GUVNL and the Power Producer shall consult to resolve the inconsistency.

13.11 Further Acts and Assurances:

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

FOR AND ON BEHALF OF POWER PRODUCER M/S. **Authorised Signatory** **WITNESSES** **1.** _____ ( ) **2.** _____ ( )	FOR AND ON BEHALF OF GUJARAT URJA VIKAS NIGAM LIMITED **GUJARAT URJA VIKAS NIGAM LTD.** **WITNESSES** **1.** _____ ( ) **2.** _____ ( )

SCHEDULE 1: Parameters and Technical Limits Of Supply

1. Electrical Characteristics

- Three phase alternating current
- Nominal declared frequency : 50.0 Hz

Final Voltage at Delivery Point: 400 / 765 KV

Short circuit rating: As a part of the detailed design process, the Power Producer shall calculate the short circuit rating (minimum and maximum), and supply this information to the GUVNL.

Note: The tolerances & Electrical characteristics variations and Basic Insulation level will be as per relevant grid code and CEA standards.

2. Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by GERC.

The maximum current and voltage waveform distortion shall be in accordance with the limits prescribed under Central Electricity Authority (Grid Standards) Regulations 2010, as amended from time to time.

3. Power Factor

The Power Producer shall maintain the Power Factor as per the prevailing GERC regulations and as may be stipulated / specified by GETCO from time to time. The Power Producer shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code.

4. Technical Limits of Voltage

(i) The nominal steady state electrical characteristics of the system are as follows:

a) Three phase alternating current at 50 Hertz plus or minus 0.5 Hertz

b) Nominal voltage of ___ KV with +10% to – 12.5% variation.

(ii) The Project shall be designed and capable of being synchronized and operated within a frequency range as per relevant Grid Code and voltage of ____ KV

(iii) Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

5. Specification of Electrical Energy Delivery

a) The generation voltage from the Solar Photovoltaic Grid Interactive Power Project of M/s. _____ is __ KV. It uses unit connection of generator, generator transformer and unit transformer.

b) The generated power at __ KV will be stepped up to ____ KV at the Project Site and connected __ KV at for the purpose of interconnection with the Grid System.

SCHEDULE 2: Approvals

1. Consent from the SPPD / STU / CTU for the evacuation scheme for evacuation of the power generated by the __ MW Solar Photovoltaic Grid Interactive Power Projects.
2. Approval of the Electrical Inspectorate, Government of Gujarat for commissioning of the transmission line and the solar project installed at the Project Site.
3. Certificate of Commissioning of the Solar Photovoltaic Grid Interactive Power Project issued by GEDA.
4. Permission from all other statutory and non-statutory bodies required for the Project which are not in the scope of SPPD under ISA.
5. All other Clearances and Approvals which are beyod the scope of SPPD under ISA

SCHEDULE 3: Contracted CUF and Plot Details

CAPACITY (MW)	PLOT NO.	CONTRACTED CUF%

Draft
Implementation and Support Agreement for Grid Connected Solar Photo Voltaic Projects In GSECL Ultra Mega Renewable Energy Power Park (3325 MW) at Rann of Kutch, Khavda in Gujarat

ISSUED BY

Gujarat State Electricity Corporation Limited
Vidyut Bhavan, Race Course, Vadodara, Gujarat – 390 007

___-___-2022

1 Contents

2 Definitions 3

3 The Agreement 6

4 Definitions and Rules of Interpretation 8

5 Effective Date and Duration 8

6 Payment Terms 8

7 Obligations of GSECL 13

8 Obligations of the Solar Power Developer 16

9 Liability and Indemnification 21

10 Force Majeure 21

11 Notice 22

12 Termination 22

13 Dispute Resolution 23

14 Governing Law 24

15 Assignment 24

16 Co-ordination Committee 24

17 Amendment 24

SCHEDULES 26

2 Definitions

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

b) "Agreement" shall mean the Implementation and Support Agreement made between "Gujarat State Electricity Corporation Limited(GSECL)" and the "Solar Power Project Developer (SPD)"

c) "Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 as applicable, which expression shall unless be repugnant to the context or meaning hereof be deemed to mean & include its successors in business and assigns.

d) "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.

e) "CTU" or "Central Transmission Utility" shall mean the Central Transmission Utility as defined in sub-section (10) of Section 2 of the Act i.e. Power Grid Corporation of India Limited (PGCIL).

f) "Delivery point" as defined in the PPA

g) "Demised Premises" shall mean all that piece of leased land in GSECL Ultra Mega Renewable Power Park (3325 MW) at Rann of Kutch, Khavda Village of Kutch District of Gujarat and more particularly described in Schedule__written hereunder and delineated on the plan hereto annexed in Annexure "___", together with all rights, liberties, privileges, easement advantages and appurtenances, whatsoever thereto belonging or in any manner appurtenant thereto or usually held or occupied therewith or reputed to belong or be appurtenant thereto except and reserving unto GSECL all mines and minerals in and under the premises.

h) "GSECL" shall mean Gujarat State Electricity Corporation Limited, a company incorporated under the Companies Act, 2013 having its registered office at Vidyut Bhavan, Race Course, Vadodara Gujarat – 390 007 India.

i) GOI / GoI means Government of India

j) GOG / GoG means Government of Gujarat

k) "GUVNL" shall mean "Gujarat Urja Vikas Nigam Limited" incorporated as a Govt. of Gujarat Company and shall be a procurer under Power Purchase agreement executed by SPD as per terms and conditions of GUVNL / _____ MW / Solar (Phase _____) dated _____."

l) "Inter-connection point" shall mean the 400 KV /765 kV Sub-Station of CTUIL (Khavda PS-II). The Solar PV Project of SPD shall be connected to Inter-Connection Point through 33 kV / 400 KV Internal Pooling Sub-station. The SPD shall lay 33 kV cable from project up to low voltage Bus Bar of Internal Pooling Station at its own cost. All line losses up to Delivery point as defined in PPA will be on account of the Solar Power Developers.

m) "Metering point" shall mean the point at 400 KV side of 400/765 KV Khavda PS-II Pooling Sub-Station of CTU. However, one more metering system is to be installed at 33 KV side of 400/33 KV Internal Pooling Sub-station where power from the Solar Power Project is injected for measuring export / import from each project. Energy recorded in the meter placed at CTU Substation shall be apportioned to each project in the proportion of energy recorded in the meters placed at Pooling Substation.

n) MNRE : Ministry of New & Renewable Energy, Government of India

o) "MNRE Guidelines" shall mean the Guidelines issued by Ministry of New & Renewable Energy, Government of India from time to time for Development of Solar Parks under National Solar Mission and its amendments, if any.

p) "Solar Park or GSECL Ultra Mega Renewable Energy Power Park or GSECL Khavda Solar Park" shall mean concentrated zone of development of solar power generation projects and provides an area that is well characterized with proper infrastructure including power evacuation and access to amenities. Solar Park will also facilitate developers by reducing the number of required approvals. For this agreement Solar Park means 3325 MW GSECL Ultra Mega Renewable Energy Power Park located at Rann of Kutch, Khavda, District Kutch;

q) "Party" or "Parties" shall refer to GSECL and the SPD individually or collectively.

r) "Pooling Sub Station (PSS)" shall mean a point where more than one solar PV project may connect to a common transmission system within a Solar Park prior to their interconnection with the Grid.

s) "Power Purchase Agreement" or "PPA" shall mean the Power Purchase Agreement between GUVNL and SPD, including its recitals and schedules, amended or modified from time to time in accordance with the terms hereof.

t) "Project Commissioning" or "Commissioning" the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid as per Certificate of Project commissioning issued by Gujarat Energy Development Authority (GEDA) and such date shall be considered as date of Project Commissioning.

u) Scheduled Commercial Operation Date (SCOD) : as defined in PPA

v) "Solar Park" or "*Ultra Mega Renewable Energy Power Park*" shall mean concentrated zone of development of solar power generation projects and provides an area that is well characterized with proper infrastructure including power evacuation and access to amenities. Solar Park will also facilitate developers by reducing the number of required approvals;

w) "Solar PV Project" or "Project" or "Solar Project" shall mean the Solar Photo Voltaic power project that utilizes sunlight for direct conversion into electricity through Photo Voltaic technology and have various apparatus like Solar Panels, Structures, AC – DC cables, invertors, transformers, electric substations and other supporting ancillaries / equipment etc.;

x) "SPD" or "Solar Power Developer" shall mean Bidding Company or a Bidding Consortium that get selected through the bidding process conducted by GUVNL under GUVNL / _____ MW / Solar (_____) dated _____. Any reference to the Solar Power Developer includes Bidding Company / Bidding Consortium/Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.

y) "SPPD" or "SPIA" or "Solar Power Park Developer" or Solar Park Developer" or " Solar Park Implementing Agency" shall refer to "GSECL" designated as the Solar Power Park Developer for Ultra Mega Renewable Energy Power Park (3325 MW) at Rann of Kutch, Khavda in the State of Gujarat.

z) "State Solar Power Policy" shall mean the Gujarat Solar Power Policy 2021 and its amendments from time to time.

aa) "STU" or "State Transmission Utility" or shall mean the Board or the Government Company notified by the Government of Government under Sub-Section I of Section 39 of the Electricity Act i.e. Gujarat Energy Transmission Company (GETCO).

bb) "UDC" shall mean Upfront Development Charges

"CIFSP" Shall mean Common Infrastructure Facility of Solar Park

3 The Agreement

This Implementation and Support Agreement is made at_____on_____day of the month_____of the year Two Thousand and Twenty two.

BETWEEN

M/s Gujarat State Electricity Corporation Limited, a company incorporated under the Companies Act, 2013 having its registered office at Vidyut Bhavan, Race Course, Vadodara, Gujarat – 390 007, (CIN NO. U40100GJ1993SGC019988) India, (herein after referred to as 'GSECL' or "SPPD"), which expression shall unless repugnant to the context or meaning thereof, includes its successors-in-office, administrators and permitted assignees of the First Part

AND

_____, a company registered under the provisions of the Companies Act, 1956 or 2013 and having its registered office at _____, here in after referred as the "SPD" or "Solar Power Developer" (which expression shall unless be repugnant to the context or meaning hereof be deemed to mean & include its successors in business and assigns) of the Other Part. (Note: ISA shall be executed in the exact name and with same composition of equity holders in which PPA has been executed)

RECITALS

a. Whereas, Gujarat State Electricity Corporation Limited (GSECL) was incorporated in the year _____ under the Companies Act, 1956 with an objective to plan, develop and operate solar parks in the State of Gujarat to promote clean and renewable energy source i.e. Solar Power Generation.

b. Whereas, GSECL has been designated by Government of Gujarat as Solar Power Park Developer (SPPD) or SPIA for facilitation and implementation of the Khavda Ultra Mega Renewable Energy Power Park (3325 MW) to be developed at Rann of Kutch, Khavda Village of Kutch District of Gujarat under National Solar Mission by MNRE vide its guidelines for Development of Solar Parks issued in Dec-14 and its amendments thereon. As part of its functions, GSECL shall facilitate the setting up of power projects by public/private developers in the State of Gujarat.

c. Whereas, GSECL has obtained approval to set–up Ultra Mega Renewable Energy Power Park from GoG and MNRE (GOI) vide letters SLR/11/2019/ GOI-54/ B1

DTD.13.05.2021 and 320/9/2021-NSMdtd.12.08.2021 respectively.

d. Whereas, GSECL, as part of Solar Power Park Developer, has agreed to identify and acquire land required and develop various infrastructure facilities like internal Power Evacuation system along with transmission system up to CTUIL, water supply, road connectivity, drainage system etc. as described in Article 7.

e. Whereas, for the purpose of setting up Ultra Mega Renewable Energy Power Park, GSECL has been allotted all pieces and parcels of land having area of .He.2757-09-87 Ar .and 3892-9—13 Ar. at Great Rann of Kutch, Khavda Village of Kutch District. GSECL as such has absolutely seized, possessed and is sufficiently entitled to the Land;

f. Whereas, subject to the terms of the implementation and Support Agreement and the Terms of the Lease Deed, GSECL has agreed to allot land in the solar park to the SPDs who are selected through the bidding process conducted by GUVNL through GUVNL / _____MW / Solar (_____) dated _____ for GSECL Ultra Mega Renewable Energy Power Park (3325 MW) in Gujarat.

g. The land allotted to the SPD is described in schedule written hereunder (hereinafter referred to as the "Land").

h. Whereas, GSECL, after considering the expenditure for Development of Infrastructure, will collect one time charges, as per given schedule, as Solar Power Park Development Expenses (Known as "Upfront Development Charges" or UDC) towards capital cost for providing Common Infrastructure such as Internal Pooling Substation (33kV/400 kV) and associated transmission lines up to CTUIL station at Khavda PS-II and metering system, as per prevailing rules, regulations and act, Roads, Water Supply System, Drainage System, and other Infrastructure facilities in the Solar Park.

i. For the purpose of clarity, it is to state that initial ABT meter and its CT-PT cost is covered under UDC. The costs for modifications / changes in metering arising due to modification / amendment in any provision in Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, or Electricity Act, from time to time, has to be borne by SPD.

j. In addition to the one time Solar Power Park Development Expenses or "UDC", the GSECL will also separately charge Annual O&M charges for Operation and Maintenance of the facilities as described in Article – 7 in the Solar Power Park as per the terms of this agreement.

k. In addition to above charges, land lease charges & water consumption charges would be levied separately as described in Article –7.

l. Above charges are exclusive of GST. At present 18% GST has been considered.

m. In addition to above Charges, all applicable taxes, duties, cess and other Government levies, applicable from time to time will be collected separately from SPDs.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the Parties hereby agree as follows:

4 Definitions and Rules of Interpretation

The definitions set out in Section 2 "Definitions" shall apply to this Implementation and Support Agreement except where the context otherwise requires.

5 Effective Date and Duration

5.1 Effective Date

This Implementation and Support Agreement shall come into effect from the date of its execution by both the Parties.

5.2 Duration of Agreement

The Agreement is valid for 25 years from the SCOD of the project subject to the terms and conditions contained here in this Agreement.

5.3 Renewal of Agreement

The Agreement may be extended for a further period on mutually agreed terms and conditions at least 180 days prior to the expiry date.

6 Payment Terms

The SPD shall adhere to the payment obligations as provided for in this Agreement. The SPD shall be required to pay the following consideration for the services provided by GSECL under this Agreement

6.1 One time Solar Power Park Development Expenses (UDC):

6.1.1 One time Solar Power Park Development Expenses known as Upfront Development Charges (UDC), towards capital cost for development of solar park and for providing Common Infrastructure such as Internal Pooling Station and Transmission System up to CTU station , CT-PTs at 33 KV level and 400 KV level, Roads, Water Supply, Drainage System, etc. as described in Article 7, of ₹838.08 Crs.(Rupees Eight hundred thirty eight Crore and eighth lakh) calculated at the rate of Rs.25,20,536/- per MW (Rupees Twenty five lakhs twenty thousand five hundred thirty six per MW only) shall be paid by the SPD to SPPD as mentioned in SCHEDULED B.

6.1.2 Above UDC rate shall be exclusive of GST and all applicable Taxes.

6.1.3 GST, Service tax and all other taxes, duties, cess and other Government levies as applicable shall be reimbursed to the SPPD by the SPD within

stipulated days from the date of issue of bill by SPPD as mentioned in SCHEDULE B.

6.1.4 UDC & its Payment Security Mechanism:

a. SPD shall have to pay UDC and Application fee as per the SCHEDULE B.

b. Upon payment of minimum 25% of UDC, GSECL shall give the advance possession of land and shall permit SPD to begin work at Site.

c. Upon submission of Bank Guarantee for remaining amount of UDC or upon payment of 100% UDC, GSECL shall proceed for execution of Lease Deed in favor of SPD

d. Delayed Interest and Penal Interest on UDC as mentioned in SCHEDULE B shall be levied, if
   1. SPD fails to execute the agreement within one month from date of signing of PPA and/or
   2. SPD does not pay minimum 25% of UDC as mentioned in SCHEDULE B (to the extent of minimum 25% of UDC)
   3. SPD does not submit Bank Guarantee within time limit as mentioned in SCHEDULE B with validity of one year for remaining UDC

e. In case of termination of the PPA between GUVNL and SPD for any reason whatsoever prior to SCOD of the Generating plant, the SPD shall have the obligation to pay and GSECL shall have a right to recover, the expenditure incurred by GSECL towards common infrastructure created in Solar Park to the extent of capacity allocated to the SPD, either from paid amount towards UDC and/or encashment of Bank Guarantee, as the case may be. For the purposes of this clause, the expenditure shown as incurred in the audited books of accounts of GSECL shall be deemed final and conclusive to arrive at the expenditure payable by the SPD

f. If payment of application fee or UDC is substantially delayed, then GSECL reserves right to terminate this agreement and/or the lease agreement and /or further recommend to GUVNL to cancel the PPA.

g. If SPD fails to pay 100% UDC within a period of twelve months from Singing of PPA, then GSECL shall have right to levy the Delayed Interest and/or Penal Interest and / or extend the Bank Guarantee with provision of penal charges, as the case may be.

6.2 Annual Operation &Maintenance of Common Infrastructure Facilities of Solar Park (O&M of CIFSP Charges)

6.2.1 Annual O&M of CIFSP charges of Rs.86.02 Crores (Rupees Eighty six crore and two lakh Only) calculated at the rate of Rs. ₹ 2,58,703/- (Rupees Two lakh fifty eight thousand seven hundred three only) per MW per annum in the first year which is escalated annually at the rate of 3%. The said amount shall be payable by the SPD in advance on or before 30th April at the beginning of each financial year during the term of this agreement.

6.2.2 Above rate is basic rate of first year of O&M of CIFSP and exclusive of GST. At present 18% GST has been considered.

6.2.3 First year annual O&M charges shall be payable by SPD on prorate basis within 15 days from the SCOD.

6.2.4 GST, Service tax and all other taxes, duties, cess and other Government levies applicable on such transaction shall be reimbursed to the SPPD by the SPD within stipulated days from the date of issue of bill by SPPD as mentioned in SCHEDULE B.

6.2.5 O&M of CIFSP also cover insurance of common facilities belongs to GSECL / SPIA

6.2.6 GSECL shall enter into separate O&M & Other charges Agreement, within one month from SCOD

6.2.7 The major content mentioned relevant to O&M of CIFSP and other recurring charges mentioned herein this agreement & lease deed would be part and base of such agreement.

6.3 Charges for Water Supply :

A. Water Charges are separate and independent from O& M of CIFSP charges.

B. Water consumed by SPD shall be "metered and charged" OR "pre-allocated on the basis of advance demand" at the rate of Rs.120 per Kilo Litre or at actual whichever is less.

C. Water supply shall be governed as per the agreement executed between GSECL and SPD.

D. Water Quantity shall be measured at the "Off-take" point at Solar Plot. All losses up to receiving end from output of Desalination Plant shall be borne by SPD equally.

E. Payment of water charges shall be as per SCHEDULE.

F. Above rates are basic rates and exclusive of applicable taxes.

6.4 Application for Land and infrastructure facility in Solar Park :

A. SPD has to make application in the prescribed format along with Application processing fee and Letter of GUVNL indicated as "Selected Bidder" with details of plot number, capacity in MW and other details.
B. Such application must be done within the period of 30 days from the date of issuance of LOA by GUVNL.
C. Such application must be with application fee as mentioned in SCHEDULE B.
D. Application fee is non-refundable.
E. If SPD fails to make application and pay application fee within stipulated period mentioned above, GSECL shall have right to charge Delay Interest and Penal Interest on such Application fee.
F. Upon submission of Application fee, SPD shall be allowed to carry-out various site related studies , if required

6.5 Transmission Charges and Scheduling Charges

a) "Inter-connection point" shall mean the point at 400 KV side of 400/765 KV Sub-Station of CTUIL. All recurring costs, other than normal O&M charges of 33 KV / 400 KV PSS & 400 KV Transmission lines and losses up to that point will be to the account of the Solar Power Developers. It is clarified that Replacement of major /capital equipment like Transformer, CT, PT, LA, SCADA etc. shall not form part of normal O & M.

b) As per the notification nos. L-1/(3)/2009-CERC and L-1/41/2010-CERC dated 15th May, 2015 of Central Electricity Regulatory Commission (CERC), Solar Power Park Developer (SPPD) has been included as an Applicant for Connectivity and Long Term Access in Inter-State Transmission System (ISTS). GSECL in terms of said CERC Regulations has made an application to POWERGRID/CTUIL on behalf of prospective SPDs seeking grant of permission for LTA and Grid connectivity on ..... The CTUIL has granted the said LTA on .....The SPDs in the solar park hereby authorizes GSECL to sign the LTA / TSA or other applicable Agreement as required by the CTUIL on its behalf and further assumes all responsibilities of GSECL of any such agreements already signed by GSECL as required by the CTUIL. The SPDs acknowledge and agree that GSECL shall not have any liability towards payment of transmission charges / POC Charges / LTA Charges/Relinquishment charges etc to the CTUIL. All such charges shall be the sole obligation of the SPD for which the bills shall be raised directly by CTUIL on the SPDs.

c) Notwithstanding anything contained to the contrary, the parties acknowledge and accept that the role of GSECL with regard to connectivity and open access is only as a facilitator for the development of the Solar Park. All obligations towards the CTU or the inter-state transmission licensee shall be that of the SPDs without any obligation or risk of GSECL. In case there is any obligation imposed upon GSECL in relation to the connectivity and open access, the same shall be passed on in full to the SPD.

d) In case of mismatch between the COD of the SPDs and that of the transmission evacuation infrastructure proposed to be set up by CTU, the obligations prescribed in the LTA / TSA / or other applicable Agreement will apply between the SPD / SPDs and the CTU. GSECL does not assume any responsibility to raise claims / defend counter claims for such mismatch.

e) With effect from signing of the present agreement, all obligations/ responsibilities/ liabilities/charges etc arising out of any Statutory Regulations will be on the SPD and SPD shall pay all such charges etc., to appropriate authorities directly.

f) With regard to scheduling and DSM Mechanism, the provisions of the CERC (Deviation Settlement Mechanism) Regulations, 2014 as amended from time to time would apply. From the date of signing of the present agreement, all liabilities etc arising out of said Regulations including for Scheduling and Deviation Settlement Mechanism (DSM) charges would be that of the SPD / SPDs. The SPD shall pay all such charges etc., to appropriate authorities directly.

g) GSECL shall comply for reactive power compensation required for equipment of substation only, reactive power compensation required for individual solar plant shall be in the scope of solar developers only.

h) GSECL shall install Master Power Plant Controller (PPC) for power quality monitoring at Pooling substation end however it is responsibility of each SPD to integrate with slave PPC at their end.

i) The SPD shall mutually and jointly submit the documents required for getting clearance for first time charging to relevant authorities as per prescribed time limit to get connectivity on time. Failure to submission of document by SPD may result in delay in getting First time charging clearance and GSECL is not responsible for the same.

j) As soon as first project in the Solar Power Park gets commissioned, transmission charges will start getting paid from corpus of fund created by the SPPD, out of the collection from the Solar Power Developers, for the entire capacity of line. If the line gets ready as per schedule and no project is commissioned, SPIA will have to pay charges as per applicable rules out of the Corpus Fund. However if the said Corpus Fund is not created, the same shall be reimbursed by SPD to SPPD.The corpus of fund is equivalent to Rs. 5 Lakh/MW

k) GSECL will forward all the bills received from concerned authorities towards above charges mentioned from 6.5 (a) to 6.5 (d) to the SPD from time to time and the SPD shall pay such bills within stipulated period as mentioned in SCHDULE B. days from the date of issue of bill by SPPD.

6.6 Taxes and Duties

a) GSECL (SPPD) shall not be liable for payment of GST, any type of taxes, duties, levies, cess whatsoever for discharging of any obligation by GSECL as per article

7.0. All fees, charges and consideration paid by the SPD to GSECL under this Agreement shall be exclusive of taxes, duties, cess etc. as may be levied by the Government of Governmental Authority.

b) The SPD shall bear and promptly pay, including but not limited to all statutory taxes, GST, duties, levies and cess, assessed/ levied on the SPD, Contractors or their employees that are required to be paid by the SPD as per the Law in relation to the execution of this Agreement.

c) GSECL shall be indemnified and held harmless by the SPD against any claims that may be made against GSECL in relation to the matters set out in Clause 6.6.b.

6.7 Penalty for Delayed Payment towards O&M Charges, Water charges or any other recurring charges :

a. If payment of annual O&M of CIFSP charges or any other supplementary bill issued in respect of water supply, transmission charges or tax etc. is delayed beyond their due date, SPD shall pay Delay Interest and Penal interest at the rate mentioned in SCHEDULE B for the delayed period.

6.8 Payment Security Mechanism for O&M OF CIFSP and Other Charges

6.8.1 GSECL shall levy delayed interest and penal interest as mentioned in SCHEDULE B for any delay in payment of O&M OF CIFSP and other charges

6.8.2 GSECL shall have right to recover, any due amount towards above charges or claim including but not limited to delay and penalty interest from Monthly Energy Bill claimed by SPD to GUVNL

6.8.3 For the substantial Delay in payment or nonpayment of dues despite of all efforts, GSECL shall have right to cancel this agreement and/or lease agreement or any other agreement,

6.8.4 For the substantial Delay in payment or nonpayment of dues despite of all efforts, GSECL shall have right to recommend GUVNL to cancel the PPA.

6.9 Right to Re-enter

6.9.1 If there be any breach of any of the terms and conditions and covenants herein contained on the part of the SPD, GSECL shall have the right to re-enter in to the possession of the Demised Premises or any part thereof and there upon the term hereby granted and right to renewal thereof shall absolutely cease and determine, and in that case no compensation shall be payable to the SPD on account of the buildings and improvements built or carried out on the Demised Premises by SPD.

6.9.2 Provided that GSECL shall not exercise such right without serving the SPD a notice in writing giving three months' time to remedy the breach.

7 Obligations of GSECL

7.1 Approvals

GSECL shall obtain all necessary statutory and non-statutory clearances required for developing the Solar Park. This approval is restricted to the Solar Park, SPD shall have the obligation of obtaining all necessary statutory and non-statutory clearances for developing, operating and maintaining the Project. Further, for approval of Connectivity all necessary documents as required by CTUIL/PGCIL/RLDC/PTCC or any other authorities shall be submitted by SPDs. The cost incurred on obtaining the connectivity shall also be borne by SPDs and in case if the cost is incurred by GSECL then the same shall be reimbursed by SPD to GSECL.

7.2 Declaration by GSECL

a) GSECL declares that there is no mortgage, charge and/or claim over the Demised Premises and the Demised Premises is free from all encumbrances.

b) GSECL, in its best knowledge, declares that it has got full rights and absolute authority to lease the Demised Premises unto the SPD for the lease duration and to execute this Agreement in favor of the SPD.

c) GSECL has not been restrained either under income Tax Act or any other statute for the time being in force from dealing with or disposing of the Demised Premises or any part thereof in any manner.

7.3 Infrastructure support by GSECL

GSECL shall provide the following infrastructure facilities but the SPD must be aware that at present, the infrastructure work is in progress and accordingly infrastructure facilities shall be made available to the SPD by GSECL so as to match the Commissioning schedule of the SPD.

7.3.1 Land for Solar Project

a) GSECL will provide land required for installation of solar power project (maximum at the rate of 1.85 Ha per MW) on lease basis as per the Land Lease Agreement to be executed between GSECL and SPD.

b) GSECL shall obtain the land from Government either through long term lease or outright purchase. GSECL shall sublease the same to SPD either on the same rate as defined by GoG or derived through other mechanism.

c) For this project, Govt. has decided to provide the land on lease base.

d) GSECL shall provide the land on sublease base at the rate of Rs.16179/- per Hector for the Year 2021-22_____

e) For the first three years, Rs.16179/-Rupees per Hectare per Year Lease rent has been decided to levy. There will be increment of 15% every three year.

f) GSECL shall pay lease for entire land obtained for solar park and such paid amount shall be recovered from SPD on pro-rata basis.

g) Indicative Land Area, location and plot no. shall be as per SCHEDULE A

h) Over and above provisions, the land related issues shall be governed as per the Land lease agreement to be executed between SPD & SPPD, and prevailing rules and regulation related to Land

i) Land lease shall be levied from signing of ISA or payment of 25% UDC or providing advance possession of land, whichever is earlier

7.3.2 Internal Evacuation System

a) GSECL will provide all necessary evacuation facilities such as 400/ 33 KV Sub-station and its associated transmission lines for interconnection of the Project and evacuation of power from the Project up to interconnection point. The SPD shall have to connect to 33 KV bus of 400/ 33 KV Internal Sub- station by 33 KV cables at its own cost.

b) 3325 MW Solar Park is divided in to thirty two blocks of 100 MW each and two blocks of 64 MW and 61 MW for the purpose of Power evacuation.

c) The internal pooling sub-stations are connected with 400/765 KV Khavda PS-II (CTUIL) Station with Back to Back Connectivity.

d) SPPD shall provide metering system at the 400 kV side of 400/ 33 KV, 33kV side of 400/33KV PSS and 400/765 KV Khavda PS-II Pooling Substation (CTU).

e) However, replacement cost or modifications cost of the ABT meters shall be provided by Solar Power Developers and they shall abide by the relevant CERC / GERC Regulations, Grid Code, and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2019 as amended from time to time. Replacement cost of RTU, PLCC, Park Controller or any other equipment mandated by Grid Code/Regulation shall be borne by SPDs.

7.3.3 Right of Way

GSECL shall provide Right of Way to install necessary 33 KV cable up to Internal Evacuation Substation. SPD shall install underground cable from the project to the 400/ 33 KV Pooling Substation at its own cost. The SPD shall be required to follow all the applicable guidelines including the guidelines of the for BSF/LMA and /or Defense and R&B or any other authorities.

7.3.4 Main Road

7.3.5 GSECL will lay and maintain the main roads i.e. at least one approach road so as to provide access to all the plots in the Solar Park. Internal access roads within plot and connectivity road with the plot shall have to be laid by the SPD at its own cost.

7.3.6 Fencing & Security points of Solar Park :

GSECL shall arrange fencing on the outer periphery of Solar Park, wherever necessary. GSECL shall also arrange security point/s for security of entire Park. However, SPD shall have to fence their own plot boundary and arrange for their own security point within their allotted plot.

7.3.7 Water Supply System, Water Supply and its Charges

a) Necessary Water infrastructure system to bring the water at one point of Solar Park shall be arranged by GSECL.

b) GSECL will arrange and provide the necessary water supply for operations and maintenance of the Solar Power Plant

c) GSECL shall develop brackish water desalination plant for supply of water up to offtake point. Supply of water shall be governed as per the contract between GSECL and SPD.

d) Payment towards water charges would be charged to SPD along with administrative charges on pro- rata basis either based on MW or water quantity declared by SPD or water used as the case may be.

e) Water supply charges are over and above (exclusive) O & M Charges levied by GSECL

f) It is proposed to supply maximum 6 KL/MW/Cycle so as to complete three cleaning cycle every month. However the supply of water shall be dependent upon the availability of water.

g) The park is developed in water scarce area, SPD and SPPD should endeavor to utilize less water and maximize its effort to conserve water.

h) GSECL will provide water at a single source/offtake point through a meter for each plot. SPD shall collect the water supplied by GSECL in a ground level water tank and water from this tank shall be used by SPD by making its own arrangements as required.

i) However, GSECL shall not provide water supply during the construction phase. The SPD is advised to make its own arrangements for obtaining water during construction. SPD has to obtain necessary approvals/permissions from local authorities to dig bore wells or to get water from nearest reservoir.

7.3.8 Storm Water Drainage System

GSECL will lay and maintain the main drains along the main road, or as proposed in the master plan to which Solar power developers may connect their internal plant drains.

Major streams are suggested to be channelized by developers as tentatively indicated in the plot plan & obtain necessary approvals from GSECL for maintaining continuity in existing streams at the boundary of individual plots.

7.3.9 SRRA and Weather Station

GSECL will establish and maintain SRRA and the weather station to monitor the solar irradiation and other necessary weather data. SRRA and Weather Station are additional facilities. It is not legally binding to GSECL for its validity and accuracy.

7.3.10 Fire Safety

GSECL shall establish common a Fire Station for the entire Solar Park with a fire tender to assist the SPDs in case of fire. However, the SPD shall establish and maintain its own firefighting and safety equipment to avoid/minimize the loss/damage of property/equipment in case of fire. GSECL shall, however, not in any manner, be held responsible for any loss/damage of property/equipment of SPD due to fire accidents.

7.3.11 Power Supply During Construction

In respect of power supply required during construction period, SPD has to apply to local power distribution authorities in the prescribed application form at its own cost and the SPD shall also be responsible for all including timely payments etc. However, GSECL will extend necessary support in obtaining the power supply connection. SPD may use any other source of power, subject to approval/consent from competent authority.

8 Obligations of the Solar Power Developer

The SPD shall discharge the following obligations

8.1 Observance of Law

8.1.1 Observance of Laws and Policies

a) The SPD shall ensure compliance with all laws (including the provisions of the Electricity Act, 2003), rules, regulations, policies (including the State Solar Power Policy), bye laws and/or guidelines as framed by the Central Government, State Government, local authority and/or authorized person or entity and as amended/modified from time to time in establishment, construction and operating the Solar Power Plant and in the generation, marketing, selling and/or supply of electricity or any other activity associated with the Solar Power Plant. SPDs shall also comply with Cyber security guidelines as may be issued by any Government or Authority from time to time.

b) The SPD covenants that the Plant shall at all times meet the specifications /

requirements of the State Solar Power Policy as presently in force and as may be amended from time to time or any other policy, etc., as may be framed by the State Government or an appropriate authority in supersession of the existing State Solar Power Policy.

c) The SPD shall comply with, at its own cost and risk, all rules and regulations pertaining to Defence /BSF and other security agencies including obtaining any permission required for construction, operating and maintaining the Solar Power Plant.

8.1.2 Observance of Health and Safety Laws

The SPD shall observe and conform to all rules, regulations, and bye laws of the local authority and or any regulatory authority concerned on any other statutory regulations in any way relating to public health, effluent treatment and disposal, solid waste disposal, hazardous waste disposal and sanitation in force for the time being, and shall provide sufficient toilet facilities and other sanitary arrangement for the laborers and workmen employed during the construction of the Solar Power Plant and/or structures of the Demised Premises in order to keep the Demised Premises and its surroundings clean.

8.1.3 Observance of Environmental Protection Laws

a) The SPD shall be solely responsible for compliance and non-compliance of all State and Central Government laws, rule and regulations related to soil earth, water, air and noise pollution with respect to erection, operation and maintenance of their plant & associated activities.

b) The SPD shall not interfere or cause damage to the properties of GSECL whether located outside or inside the Demised Premises, including but not limited to water supply lines, drainage lines, water meters, street lights and such other properties. In case the SPD is found to have caused damage to the properties of GSECL, in addition to entitling GSECL to terminate the Agreement hereby granted, GSECL shall be entitled to recover the damages with penalty as may be decided by GSECL and such amount shall be recoverable as arrears of land revenue.

c) The SPD shall have submit the wild life conservation plan and shall make necessary provisions for payment of @ 2% of project cost or as per the revised guideline /orders issued by concern forest authorities.

8.1.4 Observance of Local Laws/Authorities

a) The SPD shall not at any time do, cause or permit to be done anything on the Demised Premises which may cause a nuisance, annoyance or disturbance to the owners, occupiers or resident of other premises in vicinity or upon the Land except to the extent inherent in the construction of the Plant and for running the same.

b) The SPD shall pay from the date of execution of this Indenture, all existing and future municipal or local or any type of taxes, cess, assessments, charges, duties and outgoings of every description that may from time to time be levied by a local authority on the Demised Premises.

8.2 Permissions and Clearances

The SPD shall obtain and renew, if necessary, at its own costs, all necessary permissions, approvals, licenses and permits for the Solar Power Project and shall pay all license and other fees and cess and taxes in respect of the Demised Premises by reason of their being used the same for the purpose aforesaid and to observe and perform all local, police, municipal laws and/or policies and rules and regulations in connection with such use. GSECL may, on best endeavor basis, and without any legal obligation or legal liability whatsoever, reasonably facilitate and assist the SPD in obtaining any permission, license and/or approval for constructing, repairing, running and/or maintaining the Plant.

8.3 Use of Demised Premises for Other Purposes

a) The SPD shall use the Demised Premises and every part thereof only for the purpose of constructing, maintaining and running the Solar Power Project and matters connected therewith and shall not use the Demised Premises or any part thereof for any other purpose.
b) The SPD shall be the owner of the plant and buildings constructed by it on the Demised Premises and the equipment, machinery, furniture, fixtures and/or all moveable assets installed therein.
c) The SPD can construct the Solar Power Project including the buildings, structures required for the Solar Power Project as per their own plans in the demised premises. However the SPDs shall submit the plans/drawings to GSECL for its scrutiny and approval to ensure that buildings & structures shall not create any obstruction to the neighboring plots.
d) The SPD shall not build, construct, demolish or erect or make any alterations and/or additions to the Plant and/or any building or any structure on the Demised Premises or any variation or user of any portion thereof unless and until specifications, plans, elevations, sections and details thereof are submitted by the SPD to GSECL for its scrutiny and approval to ensure that the above alterations/additions to buildings/structures will not create problems to Solar power Projects in the neighboring plots.
e) The SPD shall not make any excavation upon any part of the Demised Premises or remove any stone, sand gravel, clay, earth or material there from except the construction of the Solar Power Plant.

8.4 Mortgaging

a) The SPD shall not transfer, assign, let, underlets, sublet, license, mortgage, charge, encumber or part with the possession of the Demised Premises or any part thereof or any interest therein without prior permission of GSECL.

b) For the purpose of constructing the Plant on the Demised Premises, if the SPD intends to obtain loan from a bank or other financial institutions by mortgaging their lease hold interest in the Demised Premises in favor of such bank or institution, prior permission of GSECL shall be obtained. However such mortgage shall not affect the rights and powers of GSECL under this Agreement and Lease Agreement

c) While granting such permission, GSECL shall also seek permission / No Objection Certificate (NOC) from Power Procurer i.e GUVNL. However, such NOC shall not be construed as "NOC" from GSECL/SPPD

8.5 Right of Access to GSECL/other authorities

GSECL and/or the authorized persons of GSECL shall have the right to access into Demised Premises, with prior intimation to the SPD, for the purpose of discharging its obligations including inspection to ensure compliance of terms and conditions of this agreement by SPD.

8.6 Right of GSECL to Audit

The SPD shall permit conducting of an audit if deemed required to confirm whether the SPD has been in due compliance of all the provisions of the Electricity Act, 2003, Solar Power Policy framed by the Government of Gujarat, the PPA, policies framed by GSECL or GUVNL, or any other applicable rule / law / regulation. The SPD shall also ensure that answer to any query raised in this audit and/or any document/information required by the auditor is provided within reasonable time.

8.7 Fencing

The SPD shall Fence the demarcated boundary of the Demised Premises at the SPD's own expense in every respect.

8.8 Metering

Metering shall be at 33 KV side of 400/ 33 KV substation where the power from the solar power project is injected, 400KV side of 400/33KV substation and at the 400 KV Side of 400/765 KV substation of CTUIL.

A set of Main and Check Meters of 0.2S accuracy class, as per CEA (Installation & operation of meters) Regulations 2019/IEGC amended from time to time as applicable or as specified by power procurer i.e GUVNL or CTU, shall be Procured and installed by SPD on each incoming feeder at 33KV side of 33/400 KV Internal Pooling Sub-station.

Another set of Main and Check Meters of 0.2S accuracy class, as per CEA (Installation & operation of meters) Regulations 2019/IEGC amended from time to time as applicable or as specified by power procurer i.e GUVNL, shall be Procured and installed by SPPD on each incoming feeder at 400 KV side of 400/765 KV Grid Sub Station (Interconnection point) of CTUIL based on specifications & make provided by GSECL/GUVNL/GETCO/CTUIL.

The Main and Check Meters shall be checked jointly at the time of installation as per the CEA (Installation & Operation of Meters) Regulations 2019 as amended from time to time.

Both sets of meters are used for billing purposes and to measure the transmission line losses up to interconnection point.

The metering and connected equipment shall be provided by SPDs at their cost as per the relevant CERC / GERC Regulations.

For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the SPD shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2019, and the Grid Code, as amended and revised from time to time. The SPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters both at 33 KV/400 KV Pooling Sub-Station and 400 / 765 KV grid Sub-Station and shall follow relevant metering requirements as intimated by GSECL.

For the purpose of clarity, initial capital cost of metering at 33 KV level and 400 KV level has been covered under the capital cost of SPPD. However, any changes to be made or any additional requirement for complying with relevant rules, the same shall be conveyed to SPD to comply or it would be complied by SPPD or CTUIL/PGCIL and cost thereof shall be recovered from SPD on pro-rata basis.

8.9 Insurance

During the term of the Agreement, the SPD shall ensure that the Solar Power Plant including all the buildings, structures erected on the Demised Premises are insured at its own cost against any loss or damage.

8.10 Technical Requirements

The SPD shall follow the technical requirements for Grid Solar PV Power Plants as mentioned in Annexure-III of MNRE Guidelines or any technical specification issued by GUVNL, CEA, XRLDC, CTUIL, PGCIL, POSOCO etc.

9 Liability and Indemnification

9.1 Limitation of Liability

a) Neither party shall have any liability to the other Party for any Loss suffered by that Party with respect to the subject matter of this Implementation and Support Agreement except pursuant to, or for breach of, this Implementation & Support Agreement; and

b) Neither party shall be liable to the other in contract, tort, warranty, strict liability or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages.

9.2 Indemnification

a) GSECL shall indemnify and keep indemnified and sufficiently safe and harmless the SPD against any charges and encumbrances whatever made, executed, occasioned or suffered by the Lessee or by any other person or persons having or lawfully claiming by from under or in trust for them, legal proceedings or damages caused on account of breach of any law, rules and regulations of the Government or any local authority as applicable to the Demised Premises or of these present.

b) The Solar Power Developer shall indemnify and keep indemnified and sufficiently safe and harmless GSECL against all legal proceedings, losses, penalties, fines, claims, degrees, award, damages costs, charges and/or expenses that GSECL may have to suffer and/or incur on account of breach by the SPD of any law, rules, regulations, byelaws, policies, guidelines of the Government or any local authority, or of these present and/or due to any situation and/or accident arising at or related to the Plant constructed by the SPD on the Demised Premises and/or due to any breach of any covenant condition and/or stipulation herein made and to be observed by the SPD.

10 Force Majeure

a) "Force Majeure" shall mean any event or circumstance, or combination of events or circumstances, which is beyond the reasonable control of a Party and that materially and adversely affects the performance by that Party of its obligations under or pursuant to this Agreement, provided, however, that such material and adverse effect could not have been foreseen, prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care. Such events may include but are not restricted to Acts of

God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes, draught etc. Whether a "Force Majeure" situation exists or not, shall

be decided by the GSECL and such decision shall be final and binding on the SPD.

b) In the event of occurrence of a Force Majeure Event, the affected Party should, as soon as possible and in any event within a period of 10 days, give a Notice to the other Party after the affected Party becomes aware of the occurrence of the Force Majeure Event. It is acknowledged and accepted by the parties that the requirement of notice within the prescribed period is a mandatory pre-condition for such party to invoke the force majeure cause under this Agreement.

   Provided that the Party affected shall use all it's reasonable endeavours to prevent, avoid, overcome or mitigate the effects of such occurrence.

c) Notwithstanding anything contained to the contrary, the existence of a force majeure event shall not in any manner relieve the SPD of its payment obligations under this Agreement.

d) Subject to clause 10 (c) above, Neither Party shall be liable for any breach of any of its obligations which have been directly affected by the Force Majeure Event.

e) The Parties acknowledge and accept that the relief from the performance of obligations under the Force Majeure clause is only to the extent that the obligations are directly affected by the Force Majeure Event and only for such period that the Force Majeure event is in existence.

11 Notice

All notices, consents and approvals to be given under this Agreement shall be in writing and signed by authorized signatories of the parties, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/facsimile/speed post of Department of Posts with an acknowledgement due to the other parties to the last known place of business.

12 Termination

12.1 Right of Termination

a) This Agreement and the transactions contemplated herein may be terminated and abandoned at any time prior to the Closing Date,
   a. upon the mutual consent of the Boards of Directors of GSECL and SPD;
   b. by GSECL if the conditions to SPD's obligations specified in Clause 8 hereof shall not have been met or waived by the Closing Date, or such later date as shall have been approved by GSECL.
   c. by GSECL if the existing PPA is terminated due to any reason thereof
   d. by SPD if the conditions to GSECL's obligations specified in Clause 7 hereof shall not have been met or waived by the Closing Date, or such later date as shall have been approved by GSECL and Solar Power Developer.

12.2 Notice of Termination

The power of termination provided for by Clause12.1 hereof may be exercised only by a notice given in writing and signed on behalf of GSECL by either the Managing Director, or any other officer authorized by him, and on behalf of SPD by the Managing Director, President or any other officer authorized by him or board of the Company.

12.3 Effect of Termination

In the event of the termination and abandonment hereof, pursuant to the provisions of Section 12.1 hereof, this Agreement shall become ceased to have effect, without any liability on the part of any of the parties or their directors, officers, or shareholders in respect of this Agreement, except for liability of a party for expenses pursuant to the terms and conditions of this Agreement.

In the event of termination of the Implementation & Support Agreement, SPDs shall, within sixty (60) business days following the termination date, remove all property and fixtures belonging to SPDs from the Site. If the SPDs fails to remove the fixtures or buildings etc. even after the notice by SPPD to do so, such buildings, structures etc. shall vest with the SPPD and liable to be removed at the risk & cost of SPD.

13 Dispute Resolution

13.1 Dispute Resolution through Amicable Settlement

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

(a) a description of the Dispute
(b) the grounds for such dispute; and
(c) All written material in support of its claim.

ii. The other party shall, within thirty (30) days of issue of Dispute notice under Article (i), furnish:

(a) counter –claim and defense , if any regarding the Dispute; and
(b) All written material in support of its defenses and counter-claim.

iii. Within thirty (30) days of issue of Dispute notice by any party pursuant to Article 13.1(i) if other party does not furnish a counter claim or defense under article 13.1(ii) or thirty (30) days from the date of furnishing counter claims or defense by the other party, both the parties to the dispute shall meet to such dispute amicably. If the parties fail to resolve the Dispute amicably within (30) days from the later dates mentioned in 13.2.1(iii), the dispute shall be referred for dispute resolution in accordance with Article 13.2

13.2 Dispute resolution by the Appropriate Commission

In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Agreement, as stated above, the same shall be referred to the appropriate commission for adjudication.

13.3 Dispute resolution through Sole Arbitrator

If any dispute, controversy or claim relating to or arising under this Agreement, and not covered in Article 13.2, such Dispute shall be referred to the sole Arbitrator i.e., Secretary to Government of Gujarat, Energy Department, Gujarat and the award passed shall be binding on both the parties. The place of Arbitration shall be the capital city of Gujarat at the time of dispute.

13.4 Dispute resolution by the Court of Law

Any legal proceedings in respect of any matters, claims or disputes under this agreement shall be under the jurisdiction of appropriate courts situated in the state of Gujarat.

14 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of India.

15 Assignment

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

16 Co-ordination Committee :

Time is the essence of successful installation and commissioning of Solar Projects. For this project various national and state level Government Agencies are involved. In order to avoid unnecessary delay and penalty, a State level co-ordination committee namely "GSECL Khavda UMREPP Co-ordination Committee (GKUCC) would be constituted with following members:

1) Additional Chief Secretary or Head of Energy & Petrochemicals Department, GoG. Chairman
2) Managing Director, GUVNL
4) Gujarat/ Regional Representative – PGCIL/CTUIL
4) Managing Director, GETCO
5) Managing Directors, SPDs
6) Managing Director, GSECL
6) Chief Engineer (P &P), GSECL as Member- Secretary

GKUCC will monitor the progress of the Park at regular interval. GKUCC may also call

local authority, state or central agencies as an invited to attend the meeting to resolves issues concerned with such agencies.

17 Amendment

This agreement may be amended or supplemented by a written agreement based on mutual discussions and consent between the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Implementation and Support Agreement as on the date written first herein above by the undersigned.

SIGNED AND DELIVERED
By the "SPD"

Name:
Authorized Signatory

Signed

In the presence of:

1.

2.

SIGNED AND DELIVERED
By the "GSECL"

Name:
Authorized Signatory

SCHEDULE A

LAND DETAILS

1	LOCATION	Village: Khavda, District Kutch
2	PLOT NO	Plot
3	PLOT AREA (Tentative)	Minimum 1.85 Ha/MW for Allocated Capacity of 3325 MW (AC) by GUVNL totaling to 6650Ha.
4	Survey Nos. (Tentative)	He.2757-09-87 Ar .and 3892-09-13 Ar

SCHEDULE B

SCHEDULE OF CHARGES OF UDC, O&M OF CIFSP, WATER CHARGES AND DELAYED PAYMENT CHARGES

1) SCHEDULE OF UPFRONT DEVELOPMENT CHARGES

1)	RATE OF UDC	As mentioned in this document
2)	Payment Schedule	
2.1)	Minimum 25% of Total UDC	To be paid along with signing of this agreement
2.2)	Remaining Amount of Total UDC	Within 12 Months from signing of PPA
3)	Submission of Bank Guarantee for Remaining Amount of UDC	To be submitted within 15 days of Signing of this Agreement

2) SCHEDULE OF O & M OF CIFSP & OTHER CHARGES

11	RATE OF O&M OF CIFSP	As mentioned in this document
22	OPTION OF PAYMENT	
2.1	Option -I Quarterly advance payment	No Discount
22.2	Option -II Yearly advance payment DISCOUNT	Discount would be given @ the rate equal to State bank of India MCLR lending rate (Yearly SBI MCLR) as on 1st April of the new financial year.
3	Due Date	15 days from date of raising of invoice
4	DISCOUNT RULES AND PROCEDURES	1. The SPD , who intends to choose Option II, must convey the same

		within 15 days prior of beginning of New financial year 2. The payment shall have to be made within due date. 3. In absence of Confirmation letter to avail Discount, SPPD shall raise invoice under Option - 1.
5	WATER CHARGES	As applicable as per this agreement
6	TRANSMISSION CHARGES	As applicable as per this agreement
7	EFFECTIVENESS	O&M OF CIFSP rates are effective from the date of SCOD as mentioned in PPA or actual COD, whichever is earlier.

(For the purpose of clarity, all charges mentioned here are inclusive of applicable, GST. Further, the rates are effective for the year 2022)

3) SCHEDULE OF DELAYED PAYMENTS CHARGES

1	SCHEDULE OF PAYMENT AND DELAYED INTEREST	For any delayed payment, any dues not paid within due dates, will attract pro-rata daily interest. Such interest will be as per the State bank of India MCLR + 2% (Yearly SBI MCLR + 2%)
2	PENAL INTEREST	1. If such delays occur for more then 2 (two) months from the last date of payment in normal condition, a PENAL INTEREST at the rate State bank of India MCLR + 4% (Yearly SBI MCLR + 4%) should be levied. 2. It should be charged from 16TH day after receipt of invoice as penal / interest over and above the delayed interest on prorate basis per day of non-payment of such amount
3	OTHER CONDITIONS	The above rates of delayed interest &

		Penal interest is applicable to all type of payment invoice raised by GSECL towards any type of charges recovery.

Schedule C
Format for Bank Guarantee towards Payment of UDC
(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as 'Company') owning and operating the project of the capacity of ..... MW at GSECL Khavda Ultra Mega Renewable Energy Power Park for supply of power there from on long term basis, in response to the <<insert name and details of bid document>> and selecting the Solar Power Project of the developer and issuing Letter of Intent No ------- Dated_____to (Insert Name of selected Solar Power Developer) as per terms of GUVNL / ____ MW / Solar (Phase ____) dated _____ and the same having been accepted by the selected SPD resulting in a Implementation and Support Agreement to be entered into, for lease of land and provision of evacuation and other infrastructure by Gujarat State Electricity Corporation Limited (GSECL). As per the terms of the Implementation and Support Agreement, the_____[insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to GSECL at [Insert Name of the Place from the address of the GSECL] forthwith on demand in writing from GSECL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees------ [Total Value] only, on behalf of_____[Insert name of the selected Solar Power Developer / Project Company]

This guarantee shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until_____. GSECL shall be entitled to invoke this Guarantee till_____.

The Guarantor Bank hereby agrees and acknowledges that the GSECL shall have a right to invoke this BANK GUARANTE 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 GSECL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to GSECL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ---------- [Insert name of the selected Solar Power Developer / Project Company as applicable] and/or any other person. The Guarantor Bank shall not require GSECL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GSECL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the High court of 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 GSECL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by GSECL or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs._____(Rs._____Only) and it shall remain in force until_____. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GSECL serves upon us a written claim or demand.

Signature _____
Name_____
Power of Attorney No._____
For
_____[Insert Name of the Bank]___
Banker's Stamp and Full Address.
Dated this_____day of _____, 20___
Witness:

1. .....
Signature
Name and Address
2. .....
Signature
Name and Address
Notes:

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. The Bank Guarantee by SPD will be given on non-judicial stamp paper as per stamp duty applicable. The non-judicial stamp paper should be in name of the issuing bank.

2. A letter from the issuing bank of the requisite Bank Guarantee confirming that said bank guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Owner.

3. Bank Guarantee must be from approved bank as per the Government of Gujarat, Finance Department GR No. _____dated _____and amendment thereof if any.

Draft Land Lease Agreement for Grid Connected Solar Photo Voltaic Projects For Khavda RE Park (3325 MW) in Gujarat

ISSUED BY

Gujarat State Electricity Corporation Limited
Vidyut Bhavan, Race Course, Vadodara, Gujarat India – 390007

Date: _____

Land Lease Agreement
By And Between

Gujarat State Electricity Corporation Limited And

---------- (Name of the Solar Project Developer)

This Land Lease Agreement is executed on this the ------- day of ------ 2021 at Vadodara.

Between

M/s. Gujarat State Electricity Corporation Limited, a company incorporated under the Companies Act, 2013 having its registered office Vidyut Bhavan, Race Course, Vadodara, Gujarat India – 390007, (CIN No.: U40100GJ1993SGC019988) India, (herein after referred to as 'Lessor'), which expression shall unless repugnant to the context or meaning thereof, includes its successors- in-office, administrators and permitted assignees of the First Part

AND

_____, a Company registered under the provisions of the Companies Act, 1956 or 2013 and having its registered office at_____ (CIN NO.) (Here in after referred as "Lessee") which expression shall unless be repugnant to the context or meaning thereof includes its successors-in-office, administrators and permitted assignees of the Other Part.

GSECL and Lessee are hereinafter referred to individually as the "Party" and collectively as "Parties".

RECITALS

a. Whereas, Gujarat State Electricity Corporation Limited (GSECL) was incorporated in the year August 1993 under the Companies Act, 1956 with an objective to plan, develop and operate solar parks in the State of Gujarat to promote clean and renewable energy source i.e. Solar Power Generation.

b. Whereas, GSECL has been designated as Solar Power Park Developer (SPPD/SPIA) for facilitation and implementation of the Khavda Solar Park (3325 MW) to be developed at Khavda Village of Kutch District of Gujarat under National Solar Mission, by MNRE vide its guidelines for Development of Solar Parks issued in June 2015. As part of its functions, GSECL facilitates setting up of power projects by public/private developers in the State of Gujarat. "GSECL" hereinafter referred to as the "Lessor".

c. Whereas --------- (Name of Lessee), a Solar Power Developer has been selected through Competitive Bidding vide Tender No. GUVNL / _____ / _____ dated _____ to develop a _____ MW Solar Power Project at Khavda RE Solar Park (600 MW) and requested for allotment of land vide Lr. No._____ dated _____ on plot no. _____

d. Whereas, Lessor, as part of Solar Park development, will identify and acquire land required and allot land to the private Developers at the rate of minimum 1.85 Hectares per MW for setting up solar power projects on lease basis for a period of 25 years. Lessor will also develop common infrastructure in the Solar Park like Internal Transmission System, Water Supply, Road Connectivity, Drainage System, Cable Support Structures, Fire and Weather Stations, Street Lighting.

e. Whereas, for the purpose of setting up Khavda RE Solar Park (3325 MW), Lessor has been allotted all pieces and parcels of land bearing Survey Nos. etc. of Khavda Village of Kutch District.
- Lessor as such has absolutely seized, possessed and is sufficiently entitled to the Land;

f. Whereas, Lessor has allotted the land to the Lessees who are selected through the bidding process conducted by GUVNL through GUVNL / 3325 MW/ _____/_____ dated_____ for Khavda RE Solar Park (3325 MW) in Gujarat". The land allotted to the Lessee is described in Schedule written hereunder (hereinafter referred to as the "Land").

g. Lessor and Lessee wish to enter into this Land Lease Agreement for the lease of the land for use by Lessee to build and operate a _____ MW Solar Power Project and related activities pursuant to the Power Purchase Agreement ("PPA") between GUVNL and the Lessee--------- (Company) dated ---------.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the Parties hereby agree as follows:

1) Extent of Land:
Lessor hereby agrees to lease ------ Ha (approx.) of land described in the Schedule to the Lessee for implementation of..... MWp SPV Power Project at Khavda RE Solar Park (3325 MW), in Kutch District of State of Gujarat.

2) Lease Period

This Land Lease Agreement shall be for useful life of the plant i.e. 25 years from the date of scheduled commercial operation (SCOD) of the project with provision for further extension on terms and conditions mutually agreed upon by both the parties in writing. In case of termination of existing PPA and/ or Implementation & Support Agreement due to any reason thereof, this Agreement stands terminated automatically.

3) Handing over of Land

Lessor on execution of the agreement will deliver vacant possession of above mentioned land free from all encumbrances to the Lessee within 15 days from the date of signing of the agreement or signing of Implementation and Support Agreement whichever is later.

4) Payment Terms & Conditions:

4.1 The Lessee shall have to pay or reimburse to SPIA (GSECL) (Lessor) Annual Lease Rent of Rs.16,179/- (Rupees Sixteen Thousand one hundred seventy nine rupees only) per Ha for the year 2021-22. There shall be 15% increment in every three years, as to be decided by Government of Gujarat (GoG), from time to time.

4.2 Land Lease Rate mentioned above is basic rate and exclusive of any taxes, GST, cess or other govt. charges.

4.3 Lease rent for the entire solar park shall be paid by GSECL to GoG. Subsequently Lease Rent shall be levied based on pro-rata of Land Allocation, irrespective of actual utilization of land.

4.4 Lessor shall provide for the land physically handed over to Lessee's possession free of any encumbrances, for implementation of..... MWp SPV based Power Project at Khavda RE Solar Park (3325 MW), in Kutch District of State of Gujarat.

4.5 Annual lease rent for the first financial year shall be payable on prorate basis on or before signing of this agreement. For subsequent period, lease rent shall be payable on or before 30th April at the beginning of each financial year. Service tax and all other taxes, duties, cess and other Government levies applicable on such transaction shall be reimbursed to the SPPD/SPIA by the SPD within 15 days from the date of issue of bill by SPPD/SPIA.

4.6 Lease rent shall be levied from the date as mentioned in ISA.

4.7 GSECL shall levy administrative charges towards lease rent as mentioned in ISA executed between SPD and GSECL.

4.8 Taxes & Duties

Lessee shall be responsible for payment of GST all taxes, cess & duties, etc. arising from Lessee's operation of the power plant.

4.9 Penalty for Delayed Payment

If payment of annual lease rent or any other supplementary bill in respect of taxes, etc. is delayed beyond their due date, Lessee shall pay Delay interest and Penal Interest at the rate mentioned in SCHEDUEL B of ISA.

5) Payment Security Mechanism for Lease Rent

5.1 GSECL shall levy delayed interest and penal interest as mentioned in SCHEDULE B for any delay in payment of O&M OF CIFSP and other charges.

5.2 GSECL shall have right to recover, any due amount towards above charges or claim, from Monthly Energy Bill claimed by SPD to GUVNL.

5.3 For the substantial delay in payment or non-payment of dues despite of all efforts, GSECL shall have right to cancel this agreement and/or ISA or any other agreement.

5.4 For the substantial delay in payment or non-payment of dues despite of all efforts, GSECL shall have right to recommend GUVNL to cancel the PPA.

6) Right to regulate the common facilities

In case of default of payment, in addition to above, Lessor shall have the right to regulate the common facilities offered to the Lessee by giving one month advance notice in writing, not-withstanding the rights accrued under the Land Lease Agreement.

7) Other Terms & Conditions of Lease

7.1 That the Lessor shall handover vacant possession of the Scheduled Property to the Lessee situated at Village: Khavda, District Kutch, Gujarat.

7.2 That the Lessee shall acknowledge and confirm that it has been handed over unrestricted, absolute, vacant and peaceful physical possession of the Scheduled Property, on an exclusive basis by the Lessor.

7.3 That the Lessee shall use the Scheduled Property for Solar power project only and shall not use or sub-lease this lease except for the said purpose mentioned under this Land Lease Agreement.

7.4 That the Lessee shall not use or allow to be used the land/or the structure thereon or any part thereof for any purpose other than Solar power generation or activities connected or incidental thereto.

7.5 That the Lessee shall provide the required fire-fighting and emergency arrangements as per the requirements of such power plants/facilities/ buildings.

7.6 That the Lessee shall ensure that the usage of land/or the structure thereon or any part thereof and any alterations/additions to buildings /structures will not create problems to neighboring solar\power plants.

7.7 That the Lessee shall comply with all the statutory requirements of Central/State Govt. agencies required for erection and successful

commercial operation of the solar power project.

7.8 That the Lessee shall be entitled to use the Scheduled property for establishment of --- MWp Capacity Solar Power Project and carry on the activity of electricity generation from such Solar Power Project. The Lessee shall have the sole and exclusive ownership to anything installed (movable or fixed) on the Scheduled Property during the tenure of the lease).

7.9 That the Lessee hereby agrees that they shall not do any act, which is destructive or permanently injurious to the Scheduled Property and degrades its commercial value.

7.10 That the Lessee agree to maintain the said Scheduled Property in a clean and sanitary condition to the satisfaction of the Lessor and shall also maintain the structures, if any, erected thereon as aforesaid, in good, and substantial repair to the satisfaction of Lessor. That throughout the term the Lessee shall at its own expense pave, clean usual and necessary internal and external painting, colour and white washing to the satisfaction of the Lessor, the Plant and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto standing on the scheduled premises.

7.11 That the Lessee shall obtain permit of the authorized officials of Lessor at all times to enter upon the scheduled Property aforesaid to view the condition and state thereof.

7.12 That the Lessor reserves to themselves the right to all trees and their branches and roots which exist at the time of lease as well as those which may grow subsequently on the lands leased and the Lessor shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land in question, be entitled to cut or remove them or cause them to be cut or removed. However, such activities shall be carried out by the authorized officials of the Lessor without affecting the work/project and other interests of the Lessee.

7.13 That the Lessee may uproot, cut down or destroy such trees, plants, groves, or bushes which, in the opinion of the Lessor, is necessary to uproot, cut down or destroy to make the land fit for the purpose of erection of Solar power project and infrastructure development such as road for same and may take them free of charges and dispose of them in any manner he likes. The Lessee may level the ground by removing embanked pathways and filling up low-lying places on the land so as to make the ground fit for the purpose of establishment of solar power project and infrastructure development such as road for same and cut the grass thereon and dispose of the same in manner he likes and do any work on the land which, in the opinion of the Lessor, is necessary for such purposes.

7.14 That the Lessee shall follow the instructions given by the competent authority/ Revenue Department/ Lessor from time to time.

7.15 That the Lessee shall supply to the Lessor, a copy of the Annual Audit

Report pertaining to the accounting year within six months from the expiry of the accounting year.

7.16 That the Lessee shall no transfer, assign, let, underlet, sublet, license, mortgage, charge, encumber or part with the possession of the said Land or any part thereof or any interest therein without the prior permission of the Lessor.

7.17 That the Lessee will not give effect to any change in the constitution of its shareholders and/ or their respective shareholdings without obtaining prior permission of Lessor.

7.18 The Lessor may at any time and from time to time alter layout, building conditions, general solar park regulations and other conditions to the other parts of the solar park of the Lessor of the said land forms part and the Lessee shall have no right to require the enforcement thereof or any of them at any time against the Lessor or/and person claiming under the Lessor.

7.19 Not claim any relief and/or compensation whatsoever from the Lessor for delay in providing any or all infrastructure facilities, as the Lessee is aware that at present infrastructure work is in progress and accordingly infrastructure facilities shall be made available to the Lessee by the Lessor only once the construction/acquisition of the same are completed and the Lessor has the full right and authority to decide upon the which of the infrastructure facilities are to be constructed/acquired and determine the timelines for the same.

7.20 To construct, maintain and keep in repair all drains, sewers and gutters on and from the Demised Premises and shall lead and connect all such drains into drains or sewers provided by appropriate authorities and at all times comply with the rules/directives of the local authority and GPCB and the Environment (Protection) Act, 1986 as amended from time to time. The Lessee shall be solely responsible for compliance and non-compliance of all State and Central Government laws, rules and regulations related to soil/ earth, water, air and noise pollution.

7.21 During the term of the lease, the Lessee shall keep the buildings, structures and the Plant which may be erected on the Demised Premises (excluding foundation and plinth) insured in the name of Lessee against any loss or damage by fire and any other natural calamities and accidents in a sum equivalent to the cost of the buildings, structures and the Plant (excluding foundations and plinths) with one or more reputed insurance companies registered with the Insurance Regulatory and Development Authority of India. The Insurance Policy shall remain in the possession of the Lessee but the Insurance Policy and the premium receipts shall be produced for inspection of the Lessor whenever required and the Lessee shall submit photocopies thereof to the Lessor for its records. In the event of destruction or damage by fire or any other natural calamities or accident, the Lessee shall utilize the moneys received under the insurance policy

in rebuilding, reinstating and repairing the Plant and all the buildings and structures standing on the Demised Premises prior to such fire and/or natural calamity and/or accident and shall pay out of the Lessee's own money any deficiency or the whole as the case may be to make up the costs of the required works.

7.22 The Lessor shall have the absolute right at any time and from time to time alter/modify the layout, building conditions, general solar park regulations and other conditions to the other parts of the solar park of the Lessor of which the Demised Premises forms part and the Lessee shall have no right to object and/or question the same.

8) Mortgage

For the purpose of constructing the Plant on the Demised Premises, if the Lessee intends to obtain loan from a bank or other financial institutions by mortgaging their lease hold interest in the Demised Premises in favor of such bank or institution, prior permission of Lessor shall be obtained. However such mortgage shall not affect the rights and powers of Lessor under this Agreement.

9) The Lease period of 25 years as provided herein may be extended for such number of years on such terms and conditions as may be mutually agreed between the Lessor and Lessee and as per the applicable guidelines of the Government of Gujarat

10) At the end of the project life and the lease period or extended lease period as the case may be, and at the time of handing over of the land to the Lessor, the Lessee must be entitled to dismantle the project with compliance to relevant act/law and retain for itself the salvage value thereof.

11) At the end of the project life or interim termination of project, Lessee must vacate the land and give possession of land free from all encumbrances, if any, existing on the land as well as free from all environmental harmful pollutant.

12) Termination

Provided always that, if there be any breach of any of the terms & conditions and covenants herein contained on the part of the Lessee, Lessor shall have the right to re-enter in to the possession of the demised land or any part thereof. Provided that Lessor shall not exercise such right without serving the Lessee a notice in writing giving three month time to remedy the breach.

13) In the event of termination of the Lease, Lessee shall, within 60 business days following the termination date, remove all property and fixtures belonging to Lessee from the site, duly make payment of compensation equivalent to Annual Lease Rent for subsequent financial year along-with applicable taxes to lender.

If the Lessee fails to remove the fixtures or buildings etc. even after the notice by Lessor to do so, such buildings, structures etc. shall vest with the Lessor and liable to be removed at the risk and cost of Lessee.

14) Dispute Resolution

14.1 Amicable Settlement

i. Either party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this agreement ("Dispute") by giving a written notice (Dispute notice) to the other party , which shall contain:
(a) a description of the Dispute
(b) the grounds for such dispute; and
(c) All written material in support of its claim.

ii. The other party shall, within thirty (30) days of issue of Dispute notice under
Article (i), furnish:

(a) counter –claim and defense , if any regarding the Dispute; and
(b) All written material in support of its defenses and counter-claim.

iii. Within thirty (30) days of issue of Dispute notice by any party pursuant to Article 13.1(i) if other party does not furnish an counter claim or defense under article 13.1(ii) or thirty (30) days from the date of furnishing counter claims or defense by the other party, both the parties to the dispute shall meet to such dispute amicably. If the parties fail to resolve the Dispute amicably within (30) days from the later dates mentioned in 13.2.1(iii), the dispute shall be referred for dispute resolution in accordance with Article 13.2

14.2 Dispute resolution by the Appropriate Commission

In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Agreement, as stated above, the same shall be referred to the appropriate commission, such Dispute shall be submitted to adjudication of the State commission.

14.3 Dispute resolution through Sole Arbitrator

If any dispute, controversy or claim relating to or arising under this Agreement, and not covered in Article 13.2, such Dispute shall be referred to the Sole Arbitrator i.e., Secretary to Government of Gujarat. Energy Department, Gujarat and the award passed shall be binding on both the parties. The place of Arbitration shall be the capital city of

Gujarat at the time of dispute.

14.4 Dispute resolution by the Court of Law

Any legal proceedings in respect of any matters, claims or disputes under this agreement shall be under the jurisdiction of appropriate courts situated in the state of Gujarat

15) Notice

All notices, consents and approvals to be given under this Agreement shall be in writing and signed by authorized signatories of the parties, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/facsimile/speed post of Department of Posts/ email to competent authority with an acknowledgement due to the other parties to the last known place of business.

16) Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of India.

17) Assignment

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

18) Amendments

Neither this Agreement nor any term, covenant, condition or other provisions hereof may be waived, amended, varied, modified, supplemented, discharged or terminated except by an instrument in writing, signed by a duly authorized officer on behalf of each of the Parties.

19) Execution and Registration;

This Land lease Agreement shall be prepared in duplicate in accordance to the form to be prescribed by the Lessor and all cost, charges and expenses (including the stamp duty and registration charges) payable in respect thereof and incidental for execution of the lease deed and its duplicate shall be borne and paid by the Lessee alone. This Agreement shall be registered under the provisions of the Indian Registration Act.

IN WITNESS WHEREOF the Parties hereto have executed this Land Lease Agreement as on the date written first herein above by the undersigned.

SIGNED AND DELIVERED	SIGNED AND DELIVERED
By the "Lessor"	By the "Lessee"
Name: Authorized Signatory	Name: Authorized Signatory

Signed

In the presence of:
1.
2.

(Note: These are the broad parameters of Land Lease Agreement to be executed between GSECL and SPD, subject to necessary modification in final Land Lease Agreement which would be duly stamped and signed and submitted to Land Registrar)

/SCHEDULE OF LAND/

Sr.No.	District	Taluka	Village	Survey No.	Extent (Ha)
1.	Kutch	Bhuj	Khavada	He.2757-09-87 Ar. and 3892-09-13 Ar	6650 Ha
Total Extent (Ha)					6650 Ha

F. No. 320/7/2019-NSM
Government of India
Ministry of New and Renewable Energy
(National Solar Mission Division)

Block-14, CGO Complex
Lodhi Road, New Delhi-110003
15-06-2020

OFFICE MEMORANDUM

Subject: Modifications in Scheme for "Development of Solar Parks and Ultra Mega Solar Power Projects"-regarding.

The undersigned is directed to refer to the Guidelines for implementation of Scheme for "Development of Solar Parks and Ultra Mega Solar Power Projects" issued vide this Ministry's order no. 30/26/2014-15/NSM dated 21-03-2017 & subsequent modifications and to further convey the following modifications in the above Scheme.

2. So far, there are 7 modes under which the scheme is implemented. A new mode, Mode-8 namely Ultra Mega Renewable Energy Power Parks (UMREPPs) is introduced with the following features.

3. The details of implementing arrangements of Mode-8 (UMREPPs) are as follows:

i. **Solar Power Park Developer (SPPD):** The SPPD of the UMREPP may be any CPSU/State PSU/State Govt. Organisation or their subsidiaries. A Joint Venture Company (JVC) between two or more of the above entities may also act as the SPPD.

ii. **Role of State Government**

a. State Government to provide necessary assistance to the SPPDs in identification & acquisition of land for setting up of UMREPPs and also to facilitate all required statutory clearances. The State Government may designate any State Government Organization for the purpose.

b. The land for UMREPP to be allotted with a condition that the development must be completed within two years (with a provision of extension for one year under extreme cases) failing which the State Government may take back the allotted land in consultation with this Ministry.

c. A Committee to be set up under the Chairmanship of Principal Secretary/ Secretary (Power/Energy/Renewable Energy) of the concerned State Government, having CEO of the SPPD, head of State Nodal Agency (SNA) and three experts in the field of Renewable Energy and Power Systems as members of the committee. The committee will facilitate setting up of the UMREPP, monitor the progress and also fix the one-time upfront charges and annual Operation & Maintenance charges etc. to be charged from the power developers. The UMREPPs are not to be taken as profit making activities and maximum 16% return on equity may be allowed.

d. For the above activities, the State Government or any organization designated by the State Government would be paid a facilitation charge of Rs. 0.05/unit of power being generated from the projects in the UMREPPs for the entire PPA period of the project.

This facilitation charge may be paid to State Governments only on the quantum of power that is exported outside the state from that UMREPP and only if no facilitation charge or similar charge is levied under the State Government policy.

iii. **Compensation to the SPPD:** The SPPD will be entitled for the following compensations for development and management of the UMREPPs:

a. Central Financial Assistance (CFA): For development of internal infrastructure including cost of transmission to the CTU/STU point, the CFA of Rs. 20 Lakh/MW or 30% of the cost of development of the UMREPPs, whichever is lower would be provided. Any augmentation/strengthening and/or creation of external power evacuation infrastructure may be done by CTU.

b. If the SPPD or any of its individual promoters has a trading license, he may act as a trader of power being produced in the park, for which he would be entitled to claim a margin of Rs 0.07 /unit. This compensation may not be provided to RE projects to be developed under EPC mode where the cost of power would already have a factor of Return on Equity.

c. While calling bids for power projects in UMREPPs, the Standard Bidding Guidelines issued by Government of India will have to be followed.

iv. **Power Projects inside UMREPPs:**

a. The power projects inside the UMREPPs may be developed either under developer mode through Tariff Based Competitive Bidding (TBCB) process or under EPC mode (by the SPPD or any of its individual promoters) or any combination of both. However, the SPPD or any of its individual promoters cannot take part in tariff based competitive bidding process in an UMREPP developed by them.

b. While calling bids for selection of RE power developers in the UMREPPs, it may be made clear in the bid document that the facilitation charge of Rs 0.05/unit and trading margin of Rs 0.07/unit to the SPPD, if applicable, will be paid by the RE power developers.

c. The CPSUs are free to set up RE projects in EPC mode, under Central Schemes like the CPSU Scheme, in any of the UMREPPs.

4. All other terms & conditions will be as per the relevant provisions mentioned in the scheme for "Development of Solar Parks and Ultra Mega Solar Power Projects" issued vide this Ministry's order no. 30/26/2014-15/NSM dated 21-03-2017 & subsequent modifications.

5. This issues with the approval of Hon'ble Minister, Power and New & Renewable Energy.

(A. S. Parira)
Scientist-D
Email: anindya.parira@nic.in

To:

1. **Additional Chief Secretary / Principal Secretary / Secretary** (Power / Energy / Renewable Energy) of States

2. **Secretary**, Ministry of Power, Rafi Marg, Shram Shakti Bhavan, New Delhi, Delhi-110001
3. **Chairperson,** Central Electricity Authority, Sewa Bhawan, R. K. Puram, Sector-1, New Delhi - 110 066
4. **Chairman and Managing Director,** PGCIL, Saudamini, Plot No.2, Sector 29, Near IFFCO Chowk, Gurgaon (Haryana) – 122001
5. **Chairman & Managing Director**, Solar Energy Corporation of India, 1st Floor, D-3, A Wing, Prius Platinum Building, New Delhi- 110017.
6. **Chairman & Managing Director**, NTPC, NTPC Bhawan, SCOPE Complex, Institutional Area, Lodhi Road, New Delhi – 110003
7. **Chairman & Managing Director**, N.H.P.C Office Complex, Sector-33, Faridabad-121003 (Haryana)
8. **Chairman & Managing Director**, NEEPCO Ltd., Lower New Colony, Shillong-793003
9. **Chairman and Managing Director,** THDC India Limited, Rishikesh, Pragatipuram, By Pass Road, Rishikesh - 249201 (Uttarakhand)
10. **Chairman and Managing Director,** SJVN Limited, Shakti Sadan Coporate Office Complex, Shanan, Shimla – 171006, Himachal Pradesh
11. **Chairman and Managing Director,** NLC India Limited, Block - 1, Neyveli, Cuddalore-607 801, Tamil Nadu
12. **Chairman**, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata-700054, West Bengal
13. **Chairman & Managing Director**, Power Finance Corporation Ltd. 'Urjanidhi', 1, Barakhamba Lane, Connaught Place, New Delhi-110 001

Copy to:

1. PS to Hon'ble Minister, Power & NRE
2. Sr. PPS to Secretary, MNRE
3. PPS to Additional Secretary, MNRE
4. PS to Adviser (DN), PPS to JS (BPY), PPS to JS (AKS)
5. NIC for uploading on MNRE website

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/ 1084 Date: 30/09/2022

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 compliance to the Hon'ble Commission's directives in Petition No. 2139 of 2022.

Respected Sir,

Please find attached herewith (1 original + 4 copies) GUVNL's compliance to the Hon'ble Commission's directives issued under order dated 28.09.2022 in Petition No. 2139 of 2022.

Thanking you,

Yours faithfully,

30/09/2022

Amitkumar Chavda
(Deputy Engineer)

AD(Legal)/Ex (Legal) Put in relevant files
01/10/2022

G.E.R.C.
Inward No. 5262
Date : 1 OCT 2022

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No.2139 / 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 Solar PV Projects and for approval of provisions regarding Greenshoe Option to be incorporated in the bid documents for procurement of power from project to be set up in proposed Khavda Solar Park.

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 28.09.2022 in Petition No. 2139 / 2022.

MOST RESPECTFULLY SHOWETH:

1) The Hon'ble Commission vide Order dated 28.09.2022 in Petition No. 2139 / 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 30.09.2022 in Divya bhaskar Gujarati daily, Indian Express & 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 order dated 28.09.2022, GUVNL has issued a tender for procurement of power from 600 MW grid connected Solar Photovoltaic power projects to be developed in the Solar Park of GSECL located at Khavda through Tariff based Competitive Bidding process

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

(followed by e-reverse auction) with Greenshoe option for additional 600 MW through RfS No.GUVNL/600 MW/Solar (Phase-XVII) dated 29.09.2022 wherein the following Clause No.1.1.3 has been added: 271

"GUVNL has filed Petition No.2139 of 2022 before the Hon'ble GERC for approval of provisions regarding Greenshoe Option in the tender and for deviations from the Guidelines for tariff based competitive bidding process notified by Government of India for procurement of power from grid connected solar projects. Hon'ble Commission vide daily order dated 28.09.2022 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. 2139 of 2022."

Gujarat Urja Vikas Nigam Limited
PETITIONER

Date: 30/09/2022
Place: Vadodara

GUJARAT URJA VIKAS NIGAM LIMITED 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 Solar PV Projects and for approval of provisions regarding Greenshoe Option to be incorporated in the bid documents for procurement of power from project to be set up in proposed Khavda Solar Park.

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

PETITIONER

Sr. No. 19649
Date: 30/9/2022

AFFIDAVIT

I, Amit Chavda, son of Shri Hargovindbhai Chavda, aged about 40 years resident of Vadodara do hereby solemnly affirm and state as under:

1. I am the Deputy Engineer 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.

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

DEPONENT

VERIFICATION:

I, the deponent above named, do hereby verify the contents of the above affidavit to be true to the best of my knowledge, no part of it is false and nothing material is concealed therefrom.

Verified at Vadodara on this 30th day of September, 2022.

Solemnly Affirmed/Declared
Sworn Before me by Amit Chavda

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

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

DEPONENT

My Commission Expires on 04/07/2023

Annexure - A 273

સિન્ડિકેટની મિટિંગ | પરીક્ષામાં ચોરી અટકાવવા ત્રગાઉ કડક નિર્ણય કરાયો હતો પરંતુ હવે તેને હળવો કરી દેવાયો

ચોરી ચાલુ જ રહે તેવા પ્રયાસ | પરીક્ષા કેન્દ્રમાં શું થાય છે તે હવે દરેક લોકો નહીં જોઈ શકે, યુનિવર્સિટી રૂબરૂ જવું પડશે!

તપાસ ચાલુ હશે તે અધિકારીને મહત્ત્વની જવાબદારી નહીં સોંપાય

એજ્યુકેશન રિપોર્ટર : રાજકોટ

સૌરાષ્ટ્ર યુનિવર્સિટીમાં ગુરુવારે સિન્ડિકેટની મિટિંગ મળી હતી જેમાં જુદા જુદા અને મુદ્દાઓની ચર્ચા કરવામાં આવી હતી સૌથી મહત્ત્વનો મુદ્દો પરીક્ષા લાઈવ કરવા મુદે હતો. યુનિવર્સિટીએ અગાઉ પરીક્ષા દરમિયાન થતી ચોરી અટકાવવા ડેન્ટામાં સીસીટીવી લાઈવ કરાવ્યા હતા અને દરેક બ્લોક ચોરે ગયે તેવી વ્યવસ્થા કરી હતી પરંતુ હવે સિન્ડિકેટની બેઠકમાં નક્કી કરાયું હતું કે હવે દરેક બ્લોક પરીક્ષા કેન્દ્રમાં શું થઈ રહ્યું છે તે નહીં જોઈ શકે, તેને યુનિવર્સિટી આવવું પડશે, ત્યાંની સિસ્ટમમાં જોઈ શકાશે. અન્ય મુદ્દાઓમાં અગાઉ ગુજરાતી ભવન દ્વારા યોજાયેલા કાવ્ય મહોત્સવ દરમિયાન આવેલા રૂ. 50 હજારના ઘાનનો સ્વીકાર કરાયો હતો પરંતુ અન્ય ગુપ્તદાનની રકમનો વિનિયોગ આપવા ઠરાવ કર્યો હતો.

સિન્ડિકેટની બેઠકમાં જે કોલેજોના ભાડા કરાર પૂર્ણ થઈ ગયા હોય તેનું લિસ્ટ બનાવીને આગામી સિન્ડિકેટની મિટિંગમાં મુકવા નિર્ણય કર્યો હતો. આ ઉપરાંત ફિઝિક્સ ભવનના પ્રોફેસરની સમેટિક્સ લીવ મજવા મુદે થયેલી વિસંગતતા નિવારવા પણ કમિટીની રચના કરી છે જે 1 ઓક્ટોબર સુધીમાં રિપોર્ટ આપશે. યુનિવર્સિટી કે કોલેજોના કર્મચારીને મહત્ત્વની જવાબદારી સોંપવી નહીં, કરવામાં એકરાજી હાજરે અને તેના પરિણામે યુનિવર્સિટી સામે કેસ થાય તેવી પરિસ્થિતિમાં ટ્રિબિસિનરી એક્શન લેવા અને ખર્ચ પણ જે-તે કર્મચારી પાસેથી વસુલવો તેવું નક્કી કરાયું હતું. આ ઉપરાંત નવી કોલેજની મંજૂરી મુદે કોલેજે આપેલા ડોક્યુમેન્ટ અને એસઓસીમા રિપોર્ટમાં વિસંગતતા જોવા મળતા હાલ કરવામાં નામંજૂર કરી હતી.

અસામાજિક તત્ત્વો વિદ્યાર્થિનીઓને ટ્રેક કરતા હોવાનું કારણ આપી નિર્ણય બદલ્યો

યુનિવર્સિટીએ પરીક્ષાના સીસીટીવી લાઈવ કર્યા બાદ કેટલાક અસામાજિક તત્ત્વો વિદ્યાર્થી કઈ કોલેજમાં જાય છે, ક્યાં ક્લાસમાં છે, ક્યારે પરીક્ષા પૂરી થવા બાદ નીકળે છે તે પ્રકારનું ટ્રેકિંગ કરી રહ્યાં હોવાની ફરિયાદ મળતા હાલ દરેક લોકો માટે સીસીટીવી જોવાનું બંધ કરીને માત્ર યુનિવર્સિટી કેમ્પસમાં જ જોવાની વ્યવસ્થા કરવાનું નક્કી કર્યું છે. પરંતુ અગાઉ કરેલા નિર્ણયથી વિદ્યાર્થીઓના માતા-પિતા સામે બેસીને પણ સંતાનો પર નજર રાખી શકતા હતા પરંતુ હવે યુનિવર્સિટીમાં જ સીસીટીવી જોવાનું નક્કી કરતા વાલી સહિતનાઓએ આમોરો યુનિવર્સિટી આવવું પડે તેવી સ્થિતિ છે.

UG-PGના પરીક્ષા ફોર્મ ભરવાનો આજે છેલ્લો દિવસ

2016, 2017ના સેમ-3,5ના છાત્રોને લાભ

એજ્યુકેશન રિપોર્ટર : રાજકોટ

સૌરાષ્ટ્ર યુનિવર્સિટીએ વર્ષ 2016માં એનરોલ થયેલા યુજીના સેમેસ્ટર 3 અને 5 તથા 2017માં એનરોલ થયેલા ત્રીજા સેમેસ્ટરમાં એક કે બે વિષયમાં ફેલ થયેલા વિદ્યાર્થીઓને પરીક્ષા આપી પાસ થવાની છેલ્લી તક આપવામાં આવી રહી છે. જેનો ફોર્મ ભરવાનો આજે 30મી સપ્ટેમ્બરના રોજ છેલ્લો દિવસ છે. આ માટે યુનિવર્સિટીએ કરેલા પરિપત્રમાં જણાવાયું છે કે, જૂન - 2016માં એનરોલ થયેલ યુ.જી. સેમેસ્ટર - 5 અને સેમ - 3ના તેમજ જૂન - 2017માં એનરોલ થયેલ પીજી સેમ - 3માં એનરોલ થયેલ હોય તેવા વિદ્યાર્થીઓને પરીક્ષા માટેની એક તક આપવામાં આવી છે. જેના પરીક્ષા ફોર્મ રેગ્યુલર ફી સાથે તા.30 સપ્ટેમ્બર સુધી કોલેજ કક્ષાએ ઓનલાઈન ભરી શકાશે.

આ ઉપરાંત 2016માં યુજીમાં એનરોલ થયેલા તેમજ 2017માં પીજીમાં એનરોલ થયેલા વિદ્યાર્થીઓના સેમેસ્ટર-1 માટેના પરીક્ષાના ફોર્મ ભરવાની અંતિમ તારીખ 15 ઓક્ટોબર સુધીમાં કોલેજ કક્ષાએથી ઓનલાઈન ભરી શકાશે.

પરીક્ષા ફોર્મની ઓનલાઈન એન્ટ્રી થયા બાદ વિદ્યાર્થી દ્વારા રજૂ કરાયેલા ડિ-પ્લિન્ટેડ ફોર્મની નકલ ફી મેળા સાથે પરીક્ષા વિભાગ - 1માં દિવસ -3માં રજૂ કરવાની રહેશે. આ પરીક્ષાઓ માટે ઓનલાઈન પરીક્ષા ફોર્મ કોલેજ-સંચાલકો પોતાના લોગઓન મારફતે વેબસાઈટ પર ભરવાના રહેશે. યુજી 2016ના તથા પીજી 2017ના છેલ્લી તક માટેના વિદ્યાર્થીઓની પરીક્ષા સાથે જ લેવામાં આવશે તેની અલગથી પરીક્ષા લેવાશે નહીં.

પરીક્ષા ચોરીમાં કોલેજ સામે પગલાં લેવા કમિટી બનાવી, તેમાં સભ્યો પણ સિન્ડિકેટ!

પરીક્ષામાં ચોરી થાય તો વિદ્યાર્થીઓને તો સજા ફટકારવામાં આવતી હતી પરંતુ હવે કોલેજોની પણ જવાબદારી ફિક્સ કરવા ઠરાવાત કર્યાં હતી પરંતુ ગુરુવારની સિન્ડિકેટની મિટિંગમાં આ મુદે કોલેજો સામે શું પગલાં લેવા તેના માટે એક કમિટી બનાવાઈ છે, આ કમિટીમાં તમામ સિન્ડિકેટ સભ્યો જ છે. સિન્ડિકેટની બેઠકમાં તમામ સભ્ય હાજર જ હોય, સહમતીથી નિર્ણય કરવાને બદલે બીજી કમિટી બનાવી અને તે કમિટીમાં પણ તામ સિન્ડિકેટ સભ્યોને જ નિયુક્ત કર્યા છે.

સિન્ડિકેટ સભ્ય ડો. આર્યએ કહ્યું, જમીન પર બેસીને મિટિંગ એટેન્ડ કરીશ

સિન્ડિકેટ સભ્ય ડો. ક્લાપર આર્યએ યુનિવર્સિટીના જુદા જુદા મુદે પત્ર લખી રજૂઆતો કરી હતી પરંતુ તેનો યુનિવર્સિટી દ્વારા કોઈ જવાબ નહીં અપાતા ગુરુવારે સિન્ડિકેટની મિટિંગમાં ડો. આર્યએ કહ્યું હતું કે, સિન્ડિકેટ સભ્યની ગરિમા જળવાતી નથી તેથી આ મિટિંગ પૂરતી પર બેસવાને બદલે જમીન ઉપર બેસીને એટેન્ડ કરીશ. બાદમાં કુલપતિએ તમામ પત્રના જવાબ આપવા ખાતરી આપી હતી.

સરકારી ભરતીમાં ઉમેદવારોની ઉંમરમાં એક વર્ષની છૂટછાટ ઓગસ્ટ-2023 સુધી લંબાવાઈ

એજ્યુકેશન રિપોર્ટર : અમદાવાદ

રાજ્ય સરકારે જાહેર પરીક્ષા આપનારા ઉમેદવારોની ઉપર મર્યાદામાં એક વર્ષની છૂટછાટ આપી હતી તેને ઓગસ્ટ-2023 સુધી લંબાવવામાં આવી છે. એટલે 1 હવે 31 ઓગસ્ટ - 2023 સુધી જાહેર થનારી તમામ ભરતીમાં વિવિધ કેટેગેરીઓ ઉમેદવારોની ઉંમરમાં એક વર્ષની છૂટછાટ મળવાત રહેશે. જેમા બોર્ડ, કોર્પોરેશન, નિગમ તથા રાજ્ય સરકાર હેઠળના અન્ય સત્તા મંડળોને પણ આ નિયમ લાગુ પડશે.

The Brihanmumbai Electric Supply & Transport Undertaking
(OF THE BRIHANMUMBAI MAHANAGARPALIKA)

નિવિદા સૂચના

નીકેની વસ્તુઓની ખરીદી માટે 'ઈ' ટેન્ડરોની ઓનલાઇન કરવામાં આવે છે.
(1) ઈલેક્ટ્રોનિક મોડ આઈટી ઈનેબલ્ડ સર્વિસ/ઈન્ટરનેટ મોડ મારફતે ઓનલાઇન ઓપન ઈ-ઓક્શનના ફોર મોડ, (1) એપોર્ટન્ટમેન્ટ ઓફ એજન્સી ડિસ્ટ્રીબ્યુશન મેનેજમેન્ટ સિસ્ટમ (એપ્રોમ્બોસ) ઈલેક્ટ્રોનિક મોડની (એપ્રોમ્બોસ્વસ્થા) ફોર ઈલેક્ટ્રોનિક મોડ એપ્રોમ્બોસ ઈન મોડ

પુનઃઆમંત્રિત 'ઈ' નિવિદાઓ

(3) 74682, (4) 74639, (5) 74710.

નોંધ: વધુ વર્ણન માટે વેબસાઈટ https://mahatenders.gov.in પર લોગઓન કરો.
જા. નં. બે./કાબ્રા(સા.પ્ર.)/૧૦૧/૨૦૨૨ મહાપ્રબંધક

ગુજરાત ઊર્જા વિકાસ નિગમ લિમિટેડ
સરદાર પટેલ વિદ્યુત ભવન, રેસકોર્સ- સંકેત-૩૯૦૦૦૭
PBX : (0265) 2310582-86, Web : www.guvnl.com

જાહેર સૂચના

ગુજરાત ઊર્જા વિકાસ નિગમ લિમિટેડ દ્વારા નાયબ ગુજરાત વીજ નિયમન આયોગ (GERC) સમક્ષ, સૂચિત ખાનગી સોલાર પાર્કમાં સ્થાપનામાં આવનાર ગ્રીડ કનેક્ટેડ સોલાર પાવર પ્રોજેક્ટ્સની ક્ષમતા ફાળવવા માટેના મિક્સ ઠરાવનીયમો તેમજ સરકાર દ્વારા જાહેર ઠરેલ જી.ઈ.કોલોકેટ સોલર પ્રોજેક્ટ્સ પાવરેની ટ્રાન્સમિશન સિસ્ટમ સાથે જોડવા માટેની ઇન્ટરકનેક્શન અને મિક્સ ઠરાવનીયમો હેઠળ ઉદ્ભવતા સંબંધિત જોગવાઈઓની મંજૂરી મેળવવા માટે પીટીશન નંબર ૧૨૯૬ / ૨૦૨૨ દાખલ કરેલ છે. ઉપરોક્ત અંતર્ગત નામના વધારવા પ્રસ્તાવો પાછળી વાંધા / સૂચનો આ સૂચનાની તારીખ થી ૨૧ દિન ની સમાપ્તિ[દિન] સમાપ્તમાં કરવે છે. ઉપરોક્ત પીટીશન વાંધા / સૂચનો ઓફિસિયલ ઈમેલ આઈડી Secretary, Gujarat Electricity Regulatory Commission, 6 th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City, Gandhinagar - 382 355 સરનામે મોકલવા તથા એક નકલ ગુજરાત ઊર્જા વિકાસ નિગમ લિમિટેડને આપવી. પીટીશનની નકલ www.guvnl.com વેબસાઈટ પર ઉપલબ્ધ છે.

તા: ૩૦-૦૯-૨૦૨૨ જનરલ મેનેજર (સર & IPP)

પીજી મેડિકલ-ડેન્ટલ માટે કુલ 3494 વિદ્યાર્થીએ ચોઈસ ફીલિંગ કરાવ્યું

એજ્યુકેશન રિપોર્ટર : અમદાવાદ

પીજી મેડીકલ, ડેન્ટલની 2000થી વધુ બેઠકોની પ્રથમ રાઉન્ડની ચોઈસ ફીલિંગ કાર્યવાહીમાં કુલ 3494 વિદ્યાર્થીઓએ ચોઈસ ફીલિંગ કરાવ્યું છે. જે પૈકીના 1790 વિદ્યાર્થીઓએ ગુરુવારે ચોઈસ ફીલિંગ કરાવ્યું છે. જ્યારે પીજી મેડીકલ બેઠકોના ચોઈસ ફીલિંગની લાસ્ટ ડેટ બીજી ઓક્ટોબર, બપોરે ૧૨ સુધીની છે.

રાજ્ય સરકારે પીજી મેડીકલ, ડેન્ટલ સહિતની બેઠકો પર પ્રવેશ માટેના પ્રોવિઝનલ મેરીટ લિસ્ટની જાહેરાત કરવામાં આવી છે. તે પછીથી પ્રથમ રાઉન્ડની ચોઈસ ફીલિંગ સહિતના વિસ્તૃત કાર્યક્રમની જાહેરાત કરવામાં આવી છે. પ્રવેશ કાર્યવાહીને લગતી કોઈ પણ બાબતોની જાણકારી માટે પ્રવેશ કમિટીની વેબસાઈટની મુલાકાત રેગ્યુલર માટે જણાવાયું છે.

પ્રવેશની વધુ એક તક | 111 ખાનગી કોલેજની 23000 સીટ જે તે કોલેજને ભરવા માટે આપી દેવાશે

ACPC સરકારી-અનુદાનિત ડિગ્રી ઈજનેરીની 19 કોલેજની 12,000 બેઠક પર પ્રવેશ કાર્યવાહી કરશે

એજ્યુકેશન રિપોર્ટર : રાજકોટ

એસોસીએશને ડીગ્રી ઈજનેરીના બીજા રાઉન્ડના એલોટમેન્ટમાં 135 ડીગ્રી ઈજનેરીની 53438 સીટ પર 17640 વિદ્યાર્થીઓને એલોટમેન્ટ કર્યું છે. ત્યારે વિદ્યાર્થીઓને હજુ મનપસંદ આવ્યમાં પ્રવેશની વધુ એક તક મળી રહે તે માટે 19 સરકારી-અનુદાનિત ડીગ્રી ઈજનેરી 12,000 બેઠકો પરની ત્રીજા રાઉન્ડની પ્રવેશ કાર્યવાહી આ વર્ષે પણ પ્રવેશ કમિટી પણ હાથ ધરશે. જ્યારે 111 જેટલી સેલ્ફ ફાઈનાન્સ ડીગ્રી ઈજનેરી કોલેજોની 23,000 સીટો પરની પ્રવેશ કાર્યવાહી જે તે કોલેજોને ભરવા માટે આપી દેવામાં આવશે તેવી વિગતો મળી છે. જે વિદ્યાર્થીઓને સેકન્ડ રાઉન્ડ માટેનુ એલોટમેન્ટ કર્યું છે, તે વિદ્યાર્થીઓ ત્રીજા ઓક્ટોબર સુધીમાં લોગઈનમાંથી જરૂરી ટોકન ફી ભરીને પ્રવેશ કન્ફર્મ કરાવી શકશે.

મેરિટ મુજબ સરકારી-અનુદાનિત કે સેલ્ફ ફાઈનાન્સ કોલેજોમાં પ્રવેશ અપાય

નિષ્ણાતોના જણાવ્યાં પ્રમાણે સરકાર અને ટેકનિકલ શિક્ષણ વિભાગની ગાઈડ લાઈન છે કે એસીપીસીનામેરીટ મુજબ વિદ્યાર્થીઓને સરકારી-અનુદાનિત કે સેલ્ફ ફાઈનાન્સ ડીગ્રી ઈજનેરી કોલેજોમાં પ્રવેશ અપાય. આ બાબતને ધ્યાનમાં રાખીને ડીગ્રી ઈજનેરીનો બીજો રાઉન્ડ પૂર્ણ કરાયા બાદ ત્રીજા રાઉન્ડની પ્રવેશ કાર્યવાહી એસીપીસી દ્વારા સરકારી-અનુદાનિત કોલેજોની બેઠકો પરની પ્રવેશ કાર્યવાહી કરવાની થાય છે. જ્યારે સેલ્ફ ફાઈનાન્સ ડીગ્રી ઈજનેરી કોલેજોની પ્રવેશ કાર્યવાહી જે તે કોલેજ કક્ષાએ હાથ ધરવા માટે જણાવાયું છે.

સીટ એલોટમેન્ટની વિગતો

સંસ્થા	બેઠકોની ટકાવારી		
30	25થી 50ટકા		
13	75થી 100 ટકા	18	10થી 25 ટકા
17	50થી 75 ટકા	55	0થી 10 ટકા

બીજા રાઉન્ડના સીટ એલોટમેન્ટની વિગતો

સંસ્થા	બેઠકો	પ્રોટેશનની વિગતો
સરકારી-અનુદાનિત	11411	6760
સ્વનિર્ભર	38810	14748

ઈંગ્લિશ ટીચર્સ એસો. દ્વારા રવિવારે નાટકનું આયોજન

ગાંધી મ્યુઝિયમમાં નાટક રજૂ કરવામાં આવશે

એજ્યુકેશન રિપોર્ટર : રાજકોટ

ઈંગ્લિશ હેન્ડવેજ ટીચર્સ એસોસિએશન ઓફ ઈન્ડિયા સમાજ માટે તથા અંગ્રેજી ભાષાના પ્રોત્સાહન માટે કાર્યરત રહેવાના અનુસંધાને ગાંધી જયંતીને એક નવી જ રીતે ઉજવવા જઈ રહ્યું છે. સ્વામી વિવેકાનંદ અને મહાત્મા ગાંધીજી વચ્ચેના સંવાદની નાટ્યાત્મક અભિવ્યક્તિ કરવામાં આવશે જેમા મનીષ પારેખ સ્વામી વિવેકાનંદનું પાત્ર અને પ્રાણવાયુ સિંઘ વાઘેલા મહાત્મા ગાંધીનું ભજવશે. આ ઉપરાંત પલ્લવી પારેખ, જૈમા સોલંકી અને ઈમરાન ખાન દ્વારા આપી વિચાર પર પ્રેઝન્ટેશન આપશે. એક નવા જ પ્રયોગના ભાગ રૂપે ગાંધીજીના સત્યના પ્રયોગોને ધ્યાનમાં લઈને કન્સેપ્ટ રાઉન્ડ બનાવવામાં આવશે. આ કાર્યક્રમ રાજકોટ મહાનગરપાલિકાના સહયોગથી આંધી મ્યુઝિયમમાં ગાંધી જયંતીના દિવસે આયોજિત થશે. કાર્યક્રમમાં શહેરની કોલેજોના પ્રોફેસરો ઉપસ્થિત રહેશે અને મહાત્મા ગાંધી અને સ્વામી વિવેકાનંદ પર આધારિત નાટક માણશે.

લાભુબાઈ ત્રિવેદી કોલેજમાં એક્સપર્ટ ટોક યોજાઈ

રાજકોટ | લાભુબાઈ ત્રિવેદી એન્જિનિયરિંગ કોલેજમાં ઈન્ડિયન એન્જિનિયરિંગ ડિપાર્ટમેન્ટ દ્વારા બેઝિક ઓફ ફ્યુઝન એનર્જી અને પ્લાઝ્મા ઓફ ફાયોનિક્સ સિસ્ટમ ઓન ITER પ્રોજેક્ટ ઉપર ઓનલાઈન એક્સપર્ટ ટોકનું આયોજન કરવામાં આવ્યું હતું. જેમાં પ્રતિષ્ઠ પટેલે ફ્યુઝન એનર્જી અને પ્લાઝ્મા ફાયોનિક્સ સિસ્ટમ પર વિદ્યાર્થીઓને મહત્ત્વનું માર્ગદર્શન પૂરું પાડ્યું હતું.

ગુજરાત ઔદ્યોગિક વિકાસ નિગમ
(ગુજરાત સરકારનું ઉપક્રમ)
ઝોન નં. ૨,૩,૪ પ્રથમ માળ, ઈલેક્ટ્રોનગર, સેક્ટર-૨૬, ગાંધીનગર-૩૮૨૦૧૧
ફોન નં. (૦૭૯) ૨૩૨૬૨૩૫, ૨૩ થી ૩૦ ફેક્સ ૨૩૨૦૨૨૦

મોબે-સિંદોલા ખાતે ઔદ્યોગિક હેતુ માટે પ્લોટ્સ વેચવા

ગુજરાત ઔદ્યોગિક વિકાસ નિગમ (જીઆઈડીસી) દ્વારા મોબે - સિંદોલા, તા. સિંદોલા, જી. સાબરકાંઠા ખાતે નિગમ દ્વારા ઔદ્યોગિક વસાહતનું આયોજન વિકાસવામાં આવેલ છે. આથી જે ઔદ્યોગિક સાહસિકોને ઘરને બનાવે ઔદ્યોગિક પ્રવાસના હેતુ માટે ખોટનની જરૂરિયાત હોય તેવાએ તેમની નિગમની વેબસાઈટ (www.gidc.gujarat.gov.in) ઉપર દિન-૧૦ માં પુરી માહિતી મિલકી છે. વધુ વધારાના માટે ઝો. બી. ઓફિસ અંકલેશ્વર ફો. નં. ૦૨૬૪૨-૨૨૦૧૨૦, ૨૨૦૧૨૧, ૨૨૦૧૨૨ ઉપર સંપર્ક કરવો. ઔદ્યોગિક સાહસિકો દ્વારા ઓનલાઈન અરજીઓ ઉપર પ્રક્રિયા કર્યા બાદ પ્રાપ્ત થયેલ અરજીઓ પૈકી લાયકાતી ધોરણો પૂર્ણ કરતા હોય તેવા અરજદારોને ફાળવણી કરવામાં આવશે. આ ઉપરાંત ફાળવણી પામેલ પ્લોટ્સ પર ઉદ્યોગ સ્થાપવા માટે ઉદ્યોગ સાહસિકો દ્વારા ફાળવણી પત્રમાં દર્શાવેલ સમયમર્યાદામાં બાંધકામ પૂર્ણ કરવાનું રહેશે. આ ઉપરાંત ફાળવણી પામેલ પ્લોટ્સ પર ઉદ્યોગ સ્થાપવા માટે ઉદ્યોગ સાહસિકોએ જીઆઈડીસી દ્વારા નક્કી કરવામાં આવેલ ફાળવણી પત્રમાં દર્શાવેલ શરતોનું પાલન કરવાનું રહેશે.

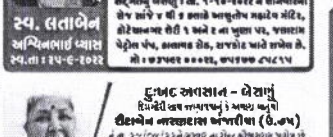
આ ઉપરાંત કોઈ પણ નિગમને જણાવ્યા આપ્યા વગર અરજી રદ કરવાનો અધિકાર રહેશે. આ ઉપરાંત આપવામાં આવેલ ફાળવણી પત્રમાં દર્શાવેલ કોઈ પણ શરતનો ભંગ થવા બદલ કે ખોટા કે ગેરમાર્ગે દોરનારી માહિતી રજૂ કરવા બદલ કોઈ પણ અરજી નામંજૂર કરવાનો અધિકાર નિગમ અનામત રાખે છે.

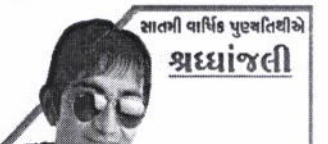
તા. ૨૬.૦૯.૨૦૨૨

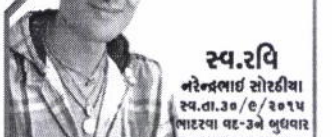
ગાંધીનગર — કોમ્પેક્ટ (પ્ર/સા)
ગાંધીનગર/૧૫૮૮/૨૨-૨૩ — ગુજરાત ઔદ્યોગિક વિકાસ નિગમ

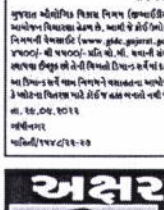
પરમાનંદભાઈ ૫૫૫૫ ૯૯૯૮૮ ૧૭૩૦૯
પ્રશાંતભાઈ ૫૫૫૫ (ધનશ્યામ) ૯૪૨૭૨ ૫૨૯૫૧

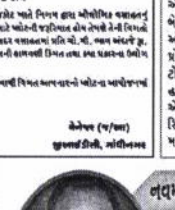
દિવ્ય ભાસ્કર માં
બેસણું અને શ્રદ્ધાંજલિ
હવે ઘેરબેઠાં એક ક્લિક અથવા ફોન પર બુક કરો
મુલાકાત લો BhaskarAd.com
ફોન 9772019222
E mail: support.bhaskarad@dbcorp.in

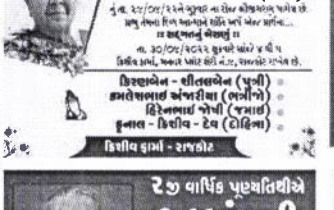


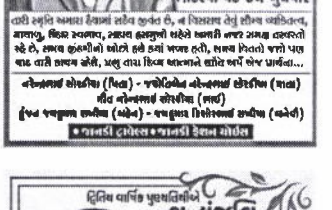












SURAT MUNICIPAL CORPORATION
SOUTH WEST (ATHWA) ZONE

Tender (on line) invitation Notice No. City Engineer / S.W.(Athwa) Zone/No.12/2022-2023

Tender are invited for various Dept. works Online on https://SMC.nprocure.com from Government approved contractor with following schedule.

		Housing	Total
1	Total No. of Department		
	No. of Work	13	13
2	Total Estimated cost of Tenders	Rs. 2348.71 Lacs	

The decail tender would be made available on website www.suratmunicipal.gov.in

No. PR.O./426/2022-23 — City Engineer
Date: 28/09/2022 — Surat Municipal Corporation

SALUTE THE SOLDIER

HC /FIRE Y. V. SHETTY CISF UNIT, VSP VIZAG 30-09-2000

CISF proudly remembers the supreme sacrifice of this brave-heart. On this day, he laid down his life while saving the lives of employees of Vishakhapatnam Steel Plant during massive fire at Coal Chemical Plant. His courage and bravery would remain an abiding source of inspiration for the force. The force will remain eternally indebted to him for his noblest deed.

KERALA WATER AUTHORITY e-Tender Notice

Tender No: 30/Y22-23/SE/PHC/KWA NABARD ROF 4/Cli Water Supply to Mullam Kadakkumam and Kodiyathoor Panchayaths in Idukki District (Phase II-Package I Laying Raw Water Pumping main, Clear water Pumping mains, Gravity mains and Construction of Reservoirs. Package 3 Supply, erection, testing and commissioning of Raw water and Clear water pump sets,Power line extensions and Electrification and Supply and Erection of Flow Meters and providing distribution lines EMD : Rs. 500000 Tender fee : Rs. 15000 Last Date for submitting Tender : 31-10-2022 04.00 pm Phone : 04862-233637 website : www.kwa.kerala.gov.in, www.etenders.kerala.gov.in

Superintending Engineer
PH Circle
Muvattupuzha

KWA-JB-SL-6-849-2022-23

E-TENDER NOTICE

United India Insurance Company Limited, a public sector insurance company invites Bids for :-

1. APPOINTMENT OF CONSULTANT - IT & DIGITAL
2. PURCHASE OF 45 NOs LAPTOPS

Please visit our website https://uiic.co.in/ tender for details of Bids & RFPs.

DGM - IT

RailTel
(A Government of India Undertaking)
CIN No.L64202DL2000GOI107905

RailTel/Northern Region invites E-tenders from eligible bidders for following work:-

(1) Zonal Rate Contract for OFC laying & LAN Wiring under Territory of TM/Delhi of RailTel Northern Region.

Estimated cost : Rs 1,88,78,934/-
Tender Opening Date : 20.10.2022 at 12:30 Hrs at www.ireps.gov.in

2. Supply and Installation of Industrial grade Air Conditioner with Stabilizers along with 5 years AMC for RailTel POPs.

Estimated cost : Rs. 82,19,555/-
Tender Opening Date : 20.10.2022 at 15:30 Hrs at www.gem.gov.in

Tender Notice & tender documents are available on www.railtelindia.com. Addendum/ corrigendum, if any, will be uploaded in RailTel website only.

TELANGANA FOODS, IDA, NACHARAM, HYDERABAD-76
Phone No. 27152297, 98 & 99

Tender Notification No. TF.Go-tender-Wheat Irgn/FCI-NSW/AP&Tel/ 1306 /2022-23, Dt: 29-09-2022

Telangana Foods invites Tenders for Transportation of 44,000 MTs of Wheat from FCI, Chintapally to Telangana Foods, IDA-Nacharam & Parasa Godowns, Chengicherla, R.R Dist and Purchase of 1300 MTs of Slammed Milk Powder and also inviting e-tenders for Transportation of "Balamrutham" to the IKDS Projects in 13 Districts of Andhra Pradesh State from Telangana Foods, IDA-Nacharam, Hyderabad. For details please visit website: https:// tender.eprocurement.gov.in and website: https: //foods.telangana.gov.in from 01-10-2022 at 3.00 PM onwards.

DIPR No.246-PP/CL-AGENCY/ADVT/1/2022-23, Dt:29-09-2022

Sd/- Managing Director

Chiplun Municipal Council
Government of Maharashtra
Corrigendum

Chiplun Municipal Council invited proposal for Biogas Project of 5 ton capacity at land no. 168/4/2 under Swacch Bharat Mission (Urban) on 09.09.2022 For above work last date of submission of tender extended upto 07.10.2022, more information visit https://www.mahatenders.gov.in/

Date :- 29.09.2022

Sd/-
Chief Officer
Chiplun Municipal Council

The Brihanmumbai Electric Supply & Transport Undertaking
(OF THE BRIHANMUMBAI MAHANAGARPALIKA)

BEST

TENDER NOTICE

E-tenders are invited for the supply of following items.

(1) Selection of IT Implementation Agency for Implementation of IT Applications & Infrastructure for BEST, (2) Appointment of Advanced Distribution Management System (ADMS) Implementing Agency (ADMS-IA) for Implementation of ADMS in BEST,

RE-INVITED E-TENDERS

(3) 74662, (4) 74639, (5) 74710.

Note : For more details, log on to website https://mahatenders.gov.in.

PRO/AAM(M)/101/2022 — GENERAL MANAGER

UGVCL — Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

TENDER NOTICE

Tender are invited for Fabrication work of Line Material, Load unload & Stack of Store Material, Hiring of Vehicle Truck & Jeep, Labor Charge Tree Cutting and Underground Work, Replace of fail/ Amorphous TC, Supply of Various Material Provide and Fix of Chain Link fencing cages around TC, Erection and Maintenance of HT, LT Line & TC work. The Details of the tender can be viewed on www.ugvcl.com

Superintending Engineer, CO, Himatnagar

WESTERN RAILWAY-RAJKOT DIVISION

OUTSIDE PAINTING, INSIDE WHITE WASHING & DISTEMPERING

E-Tender Notice No. 25 of 2022-23 date 23/09/2022; Office Address: Divisional Railway Manager (Engg.), Western Railway, Kothi Compound, Rajkot, Gujarat - 360 001; Website: www.ireps.gov.in; (01) e-Tender No: DRM-RJT-22-E-46; Name of Work: Outsiding painting, inside white washing, distempering of staff quarters and service buildings under the jurisdiction (Wankaner to Chamaraj) of Sr. Section Engineer (Works) Wankaner; Approximate NIT Cost: ₹ 1,53,79,949.00; Date & Time of Closing of Tender: 18/10/2022, 15:00 Hrs.

Like us on Facebook.com/WesternRly

WESTERN RAILWAY-AHMEDABAD DIVISION

(ELECTRICAL DEPARTMENT) ELECTRICAL WORKS

E-Tender-Notice No. Sr. DEE/AD(39 (22-23) dtd. 23.09.2022; S. N. (1); Tender No. EL-50-1-AD1-T-49-2022-23; Name of work: Electrical work in connection with construction of office of sectional SSE/JE (P Way) and tool room for artisan staff (06 Nos.), replacement of FOB at Maninagar station, construction of SSE (P Way) office at Maheasana and JE (P Way) office & tool room at Ambaliyasan; Estimated cost: ₹ 16,39,453/-; Earnest Money: ₹ 32,800/-; Date and time of submission: Not later than 15:00 Hrs. of 27.10.2022; Date and time of opening: 27.10.2022 at 15:30 Hrs.; Address of the office: Sr. Divisional Electrical Engineer, D.R.M. Office (W.R.), Near Chamunda bridge, Opp. G.C.S. hospital, Naroda road, Amdupura, Ahmedabad - 382 345; Website details: www.ireps.gov.in

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WESTERN RAILWAY-AHMEDABAD DIVISION

ELECTRICAL DEPARTMENT TRD WORKS

E-Tender-Notice No. Sr. DEE/TR/AD(06 (2022-2023) dtd. 24.09.2022; Sr. No. (1) Tender No.: TRD-AD5-T-05 - 2022-23; Name of work: TRD works in connection with engineering works at various locations over Ahmedabad Division; Estimated cost: ₹ 1,02,88,278.50/-; Bid Security: ₹ 2,01,500/-; Date and time of submission: Not later than 15.00 Hrs. of 21.10.2022; Date and time of opening: 21.10.2022 at 15.30 Hrs; Address of the office: Sr. Divisional Electrical Engineer, D.R.M. Office (W.R.), Near Chamunda Bridge, Opp. G.C.S. Hospital, Naroda Road, Amdupura, Ahmedabad-382345; Website details: www.ireps.gov.in

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WESTERN RAILWAY-AHMEDABAD DIVISION

LEFTOVER OF CIVIL & TRACK RELATED WORK

E-tender notice No. 21 of 2022-2023 dated 26.09.2022; (01) e-Tender No.: DRM-ADI-09-2022-23; Name of work:- Leftover of Civil related work in connection of GC work of Mahesana - Vadnagar - Varetha section under Jurisdiction of Divisional Engineer (North) Ahmedabad; Approximate NIT Cost: ₹ 3,49,58,287.13; EMD Cost: ₹ 3,24,800.00; (02) e-Tender No.: DRM-ADI-100-2022-23; Name of work:- Leftover of track related work in connection of GC work of Mahesana - Vadnagar - Varetha section under Jurisdiction of Divisional Engineer (North) Ahmedabad; Approximate NIT Cost: ₹ 66,86,849.91; EMD Cost: ₹ 1,33,700.00; For All above tenders: Closing date & time of e-tender: Date 01.11.2022 at 15:00 hrs; Office Address: Sr. Divisional Engineer (Co. Ordination), Ahmedabad, DRM Office, Near Chamunda Bridge, Opp. New Swadeshi Mill, Naroda Road, Amdupura, Ahmedabad - 382 345, Website for participating e-tender: www.ireps.gov.in

Like us on facebook.com/WesternRly

GUJARAT URJA VIKAS NIGAM LIMITED

Sardar Patel Vidyut Bhavan, Race Course, Vadodara 390 007
PBX : (0265) 2310582-86, Web : www.guvnl.com

NOTICE INVITING TENDER

GUVNL invites tenders for procurement of power from 600 MW grid connected Solar Photovoltaic power projects to be developed in the Solar Park of GSECL located at Khavda through Tariff based Competitive Bidding process (followed by e-reverse auction) with Greenshoe option for additional 600 MW through RfS No.GUVNL/600 MW/Solar (Phase-XVII) dated 29.09.2022. For tender documents please visit the website: www.bharat-electrontender.com and www.guvnl.com. The last date of bid submission is 15-11-2022.

Date: 30-09-2022 — General Manager (RE & IPP)

GUJARAT URJA VIKAS NIGAM LIMITED

Sardar Patel Vidyut Bhavan, Race Course, Vadodara 390 007
PBX : (0265) 2310582-86, Web : www.guvnl.com

PUBLIC NOTICE

GUVNL has filed Petition No.2139 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 Solar PV Projects and for approval of provisions regarding Greenshoe option to be incorporated in the bid documents for procurement of power from projects to be set up in proposed Khavda Solar Park. 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 – 382 355 in five copies along with affidavit in support of their submissions with a copy to the Petitioner within 21 days of issuance of this public notice. The petition is uploaded on www.guvnl.com

Date: 30-09-2022 — General Manager (RE & IPP)

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906 An ISO 9001:2008 Certified Company

Commited to supply continuous, reliable and quality power

TENDER NOTICE

Tender Notice No. UGVCL/SBT CO-19,20,e-Tender-21 & SBT Dn.- e-Tender-20,21 & BVL-e-Tender-13 & GNR U-26, e-Tender-27 & KAL-14, e-Tender-13 & BPL-17 & GNR R-18,20,e-Tender-19,21/2022-23 for P&F Partition and G.I sheet, Supply of Breather, Labour work of Loading/ unloading material, grass cutting, cleaning work & Erection work of HT/LT, T/C, Hiring of Vehicle/sweeper, Laying of U/G cable network with termination & 11KV 185mm2U/G XLPE cable for Railway crossing, Supply of LT/HT/PVC Tape Roll, Maintenance of Transformer & Labour work of earthing coil, Hiring of printer, Pole numbering & supply of 11KV single phase/LSTC AB switch Cleaning/mopping work, Fabrication work is put up on company's website www.ugvcl.com

Addl.Chief Engr./Circle Office Sabarmati

GUJARAT WATER SUPPLY & SEWERAGE BOARD

TENDER NOTICE No.6/2022-23

Executive Engineer, Public Health Works Division, No.1,Amreli Lathi road Shivaji Chhatralya Behind S T Division, Amreli Phone 99784 44633 invites(1) tender for 24 Months Comprehensive Work For Chhatadiya Group Under Dhari RWSS(Tender ID 553240) (2) Filter Plant Repairing At Damnagar H.W.(Tender ID 553241) (3) PVC Pipeline Work Between Nana Ankadiya to Sangado(tender ID 553242) Total Rs.96.18 lacs by e-Tendering Online tender with Two Bid System from Registered contractors for above mention works. The detail information are available on website https://gwssb.nprocure.com Last Date for Online Submission Dt.11/10/2022 till 18:00 Hours Any further change/amendments of changes afterwards shall be published online.

"For complaints regarding rural drinking water supply, please contact toe-free helpline No.1916 of GWSSB".

INFIAMR/250/22

CAPITAL REGION URBAN TRANSPORT

Regd.Office : Plot No. 548/1452, Patia, Kalarahanga, Bhubaneswar, Odisha, (India) Pin No – 751024,Phone : 0674- 3501580, E-Mail :- crutbbsr@gmail.com,

Notice No. 2101/CRUT — Date. 28/09/2022

REQUEST FOR PROPOSAL

FOR SELECTION OF BUS OPERATOR FOR SUPPLY, OPERATION AND MAINTENANCE OF CITY BUSES FOR MANAGING PUBLIC TRANSPORT IN AND AROUND ROURKELA ON GROSS COST CONTRACT (GCC) MODEL.

- Capital Region Urban Transport (CRUT) invites Proposal from interested agencies for the above mentioned purpose. Please refer the RFP document for details.
- The RFP document shall be available from 30/09/2022 onwards in following web portal: www.capitalregiontransport.in. Any further intimation (i.e. Corrigendum/ Addendum/ Responses to the queries/ Clarifications) shall be uploaded in the above website only.
- Applicants are required to submit duly filled Proposal as per the prescribed formats on or before 28/10/2022 by 3:00 PM. The Proposals received shall be opened at 4:30 PM on 28/10/2022.
- In case of any queries/clarifications, email at crutbbsr@gmail.com.
- CRUT reserves the right to accept or reject bid process without assigning any reasons thereof.

Sd/-
General Manager (P&A),
Capital Region Urban Transport

DELHI JAL BOARD : GOVT. OF NCT OF DELHI
OFFICE OF THE ADDL. CHIEF ENGINEER (M)-10/EE(T)
ENGINEERS BHAWAN 2nd FLOOR, ANDREWS GANJ,
NEAR MOOL CHAND CROSSING, NEW DELHI-110049

SHORT NIT NO. 72/ACE(M-10)EE(T)Y 2022-23

S. No.	Description	Amount Put to Tender, EMD, Tender Fee	Date of release of tender in E-Procurement Solution)	Last date / Time of receipt of Tender Through E-Procurement Solution
1	Installation of 1000 mm and various dia valve and interconnection at various places in ward 62 S Hauz Khas under AC-43, Malviya Nagar (Re-Invited)	Rs. 42,80,717/- Rs. 85300/- Rs. 5000/-	29.09.2022 Tender I.D. No. 2022_DJB_230114_1	05.10.2022 At 2.00 P.M.

Further details in this regard can be seen at (https://govtprocurement.delhi.gov.in)

ISSUED BY P.R.O. (WATER)
Advt. No. J.S.V. 355 (2022-23)

Sd/- (V. K. Gupta)
EXECUTIVE ENGINEER (T) M-10

"STOP CORONA;
Wear Mask, Follow Physical Distancing, Maintain Hand Hygiene.

GUJARAT WATER SUPPLY & SEWERAGE BOARD
TENDER NOTICE NO.10 OF 2022-23
Tender I.D No :- 554067

Executive Engineer Public Health Works Division GWSSB Kothi Record tower Building, Racypura, Vadodara

NAME OF WORK :- " Design & Construction of RCC UG Sump – 68 Nos (Capacity 40,000 to 16,60,000 LTS), Providing, Supplying & Lowering, laying and jointing PVC Pipe line ft. Kglcm2 – 50 to 250 mm dia – 29750 Rmt., Pump Room 3.00 X 3.00 mt. size – 54 Nos. and Pumping Machinery @ RCC UG Sump – 68 Nos. under Vadodara North Zone, PWSS, Tal – Vadodara, Dist – Vadodara."

1	Tender Amount Rs.	Rs. 992.00 Lacs
2	E.M.D. Amount	Rs. 9,92,288.00
	Tender Fees	Rs. 12,000.00
4	Tender Document Start Date	Date :-29/09/2022
5	Online Submission Date :-	Date :- 27/10/2022
6	Last Date & Time for Receipt of Bids(Physically)	Date :- 28/10/2022 15:00 Hours

"AA" class Registered Contractors under CPWD / Irrigation / R & B Gujarat State & other State For details regarding on line tenders, Corrigendum will available online only. Please Visit websites https://gwssb.nprocure.com and www.statetenders.gujarat.gov.in for further information please contact Last date for on line tenders

Grievances related to services of Gujarat Water supply & Sewerage Board for Rural drinking water supply can be lodged on toll free helpline number 1916

INF-GWSB-617-22-23

Government of Karnataka

Department of Collegiate and Technical Education

NO. 1, Unnatha Shikshana Soudha, Sheshadri Road, Bangalore – 560 001 Phone: 080 29701510, email: dce.tender2017@gmail.com

No.: DCE/RUSA/GEN/68/2021/RUSA- (E-611450 & 887336) — Date: 29.09.2022

E-Tender Notification

The Commissioner for Collegiate and Technical Education, Bangalore hereby invites bids in Two-Cover system through e-Procurement portal from eligible bidders for the following tenders. The Tender Documents with detailed terms and conditions may be obtained from the website https://eproc.karnataka.gov.in.

Tender Schedules are as below

Sl. No.	Tender Name & Number	Date of Floating Tender on e- Procurement Portal	Date and Time of pre-bid meeting	Last date and Time for bidding through eprocurement portal
1.	Tender No: DCE/2021-22/IND1061/CALL-4 "Supply, Installation and Maintenance of Desktops, Laptops, Printers, UPS and 15 KVA DG sets to RUSA Phase -1 Colleges under the Purview of Department of Collegiate and Technical Education"	29.09.2022	03/10/2022 11.00 AM	15/10/2022 05.30 PM
2.	Tender No: DCE/2021-22/IND1062/CALL-4 "Supply, Installation and Maintenance of Desktops, Laptops and Printers to RUSA Phase 2.0 Colleges under the Purview of Department of Collegiate and Technical Education"	29.09.2022	03/10/2022 11.00 AM	15/10/2022 05.30 PM
3.	Tender No: DCE/2022-23/IND1108/CALL-2 "Supply, Installation and Maintenance of Science Lab Equipments to Mandya Unitary University under the Purview of Department of Collegiate and Technical Education "	29.09.2022	03/10/2022 12.00 Noon	15/10/2022 05.30 PM
4.	Tender No: DCE/2022-23/IND1109/CALL-2 "Supply, Installation and Maintenance of Science Lab Equipments to Maharani Cluster University under the Purview of Department of Collegiate and Technical Education"	29.09.2022	03/10/2022 12.00 Noon	15/10/2022 05.30 PM
5.	Tender No: DCE/2022-23/IND1110/ CALL-2 "Supply, Installation and Maintenance of Science Lab Equipments to RUSA Phase -1 & Phase-2 Colleges under the Purview of Department of Collegiate and Technical Education"	29.09.2022	03/10/2022 12.00 Noon	15/10/2022 05.30 PM
6.	Tender No: DCE/2022-23/IND1112 /CALL-2 "Supply, Installation and Maintenance of Sports and Fitness Equipments to RUSA Colleges under the Purview of Department of Collegiate and Technical Education"	29.09.2022	03/10/2022 02.00 PM	15/10/2022 05.30 PM
7.	Tender No: DCE/2022-23/IND1125 "Supply of Competitive Exam Books for Government First Grade Colleges, Polytechnics and Government Engineering Colleges of the Department of Collegiate and Technical Education"	29.09.2022	03/10/2022 03.00 PM	15/10/2022 05.30 PM

Sd/-
Director of Collegiate Education, Bangalore, Karnataka

DIPR/CP/2424/Zenka/2022-23

KERALA WATER AUTHORITY e-Tender Notice

Tender No : KWA/ASP-253/2127-2/Eol (Water Mains), KWA/HO/SP-052/2127-2/Eol (Pumps), KWA/HO/SP-48/2022-23/Eol (Motors), KWA/HO/CP-07/2021-22/Eol (Starters), KWA/HO/SP-082/2022-23/Eol (Transformers), KWA/HO/SP-49/2022-23/Eol (Flow Meters)

Inviting Expression of Interest for Empanelment of Manufacturers of Water Meters, Pumps, Motors, Starters,Transformers and Flow Meters in Water Supply and Sewerage Projects of Kerala Water Authority EMD : Rs. 5000 Tender fee : Rs. 590 Last Date for submitting Tender : 14-10-2022 03.00 pm Phone : 8281507973 Website : www.kwa.kerala.gov.in, www.etenders.kerala.gov.in

Chief Engineer(HRD&Ad...
Jalabhavan
Thiruvananthapuram

KWA-JB-SL-6-841-2022-23

GMDC

TENDER NOTICE

E-tenders are invited for "Annual Maintenance Contract for a period of two years for the Miscellaneous Civil works (Repairs and Maintenance work as an when required) at Mines premises at village Tagdi, Post-Malpur, Dist-Bhavnagar and Residential colony campus at Bhavsinhgarh - Bhavnagar".

For e-tenders notice, tender documents and for further details visit our website www.gmdcltd.com

Tender shall be downloaded from http://gmdc.nprocure.com and submitted on line as per e-tender notice. Please visit http://gmdc.nprocure.com for time to time for any corrigendum/addendum.

E-Tender Notice- 20/BVN/ARC/CIVIL MAINTENANCE WORK/2022

Gujarat Mineral Development Corporation Ltd.

(A Government of Gujarat Enterprise)
Gramya Vikas Trust (GMDC-GVT)
Khanij Bhawan, 132 Feet Ring Road,
Near University Ground, Vastrapur, Ahmedabad-380052

EXPLORING LIMITLESS POSSIBILITIES

Gujarat Water Supply & Sewerage Board

Tender Notice. No. 20 of 2022-23
ID No.553999

Executive Engineer, Public Health Works Division, Mamlatdar Office Compound, DEESA-385535, District: Banaskantha. Phone No. 02744-220031 invites E-Tender of civil work as under.

(1) Name of work:- Comprehensive Operation, Maintenance and Repairing Civil/Electro-mechanical work incl. WTP, intake well, all HW/sub HWs storage structure, Rising main & Gravity main under BK-5 RWSS Tal. Dantiwada, Deesa, Palanpur of Banaskantha District for 24 months. (2) Estimated cost Rs. 359.88 Lakhs (ID : 553999) (3) Eligibility of contractor:- Bidder having Registration with PWD/R&B/GWSSB/Irrigation in "A" Class and above, however the bidder will have to post quality as per Financial & Technical criteria given in the bid document. (4) Last date of Submission of tender:- 28/10/2022 up to 18.00 Hrs.

GWSSB reserves the right to accept/ reject any or all tender without assigning any reason. For detail information & Conditions, contact office mentioned above during office hours and is binding to all & website www.statetenders.gujarat.gov.in & www.gwssb.org & www.gwssb.nprocure.com

"GESSB Toll free Help line 1916 for Drinking Water Supply for Rural Area"

No.DD/PAL/444/2022-2023

Online Tender Notice No. 23 2022-23
Kutch Panchayat Road & Building Department Bhuj Kutch Gujrat

On behalf of Engineer Panchayat Road and BuildingDivision Bhuj Kutch Gujrat Phone No.99681 46093 & 87681 25404 Pin Code No. 370001 Invites on line tender from the eligible contractor through E Tender system for one Road work having estimated cost of Rs.112,23,99,225.93 Name of Work:CONSTRUCTION OFMISING LINK ERAL RABHANKA OF SANKHIYALI KANTHICOT RAMVAV GADHDA ROAD (MDR) TAL.BHACHAU-KUTCH (KM 45/00 TO 69/50) The Tender Documents Will Be Availabal And Downloaded On Our web Site www.nprocure. com More Details of Work Can be Availed From The Above Website And Office.

Date Of Tender Publish Online	30/09/2022 Time 12:00 Hrs
Last Date Of online Submission Of Tender	04/10/2022 Time 18:00 Hrs
Last Date Of physically Submission Of Tender Fee Basic Cost And Other Documents	05/10/2022 Time 18:00 Hrs
Pre-Bid Meeting Date	17/10/2022 Time 11:00 Hrs
Date Of Tender Opening (After Pq)	04/11/2022 Time 15:30 Hrs

DIB-Kutch-TEN-NO 3

GUJARAT WATER SUPPLY & SEWERAGE BOARD
TENDER NOTICE NO.10 OF 2022-23
Tender I.D No :- 554067

Executive Engineer Public Health Works Division GWSSB Kothi Record tower Building, Racypura, Vadodara

NAME OF WORK :- " Design & Construction of RCC UG Sump – 68 Nos (Capacity 40,000 to 16,60,000 LTS), Providing, Supplying & Lowering, laying and jointing PVC Pipe line ft. Kglcm2 – 50 to 250 mm dia – 29750 Rmt., Pump Room 3.00 X 3.00 mt. size – 54 Nos. and Pumping Machinery @ RCC UG Sump – 68 Nos. under Vadodara North Zone, PWSS, Tal – Vadodara, Dist – Vadodara."

1	Tender Amount Rs.	Rs. 992.00 Lacs
2	E.M.D. Amount	Rs. 9,92,288.00
	Tender Fees	Rs. 12,000.00
4	Tender Document Start Date	Date :-29/09/2022
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INF-GWSB-617-22-23

SARDAR SAROVAR NARMADA NIGAM LIMITED

(A Wholly Owned Government of Gujarat Undertaking)

The works under Executive Engineer, Narmada Project Canal Division No.15, Jambusar, Aman Complex, In front of Maulana Madani Memorial High School, Bharuch-Vadodara Bypass, Jambusar are as under :

Tender Notice No: 09 of 2022-23

Tender I.D.No:-

1) Construction of Sardar Patel Narmada Naher Bhavan (Block-B) ; R.C.C. Road, Compound Wall at Narmada Project Colony, Jambusar, Dist. Bharuch as under :
Estimated Cost Rs. In Lacs: 231.98 Lacs
EMD: Rs. 2,31,980 /-
Class: B and Above

2) Construction of Sardar Patel Narmada Naher Bhavan (Block-B) ; R.C.C. Road, Compound Wall at Narmada Project Colony, Padra, Dist: Vadodara as under :
Estimated Cost Rs. In Lacs: 151.97 Lacs
EMD: Rs. 1,51,970 /-
Class: B and Above
Last date of Online submission dt: 06.10.2022 up to 18:10 PM

The Details of above notice will be available on GOG website www.statetenders.gujarat.gov.in and Tender documents are available on www.sswnl.nprocure.com

INF-BCH-424/22-23

Ahmedabad