BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION,

GANDHINAGAR

I.A. No. ____ of 2024

IN

PETITION NO. 2098 OF 2022

Gujarat Urja Vikas Nigam Limited — Petitioner/Applicant

APPLICATION ON BEHALF OF THE PETITIONER FOR AMENDMENT OF THE PETITION

MOST RESPECTFULLY SHOWETH:

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

2. Subsequent to the above Petition, an application being IA No. 02 of 2023 on 23.01.2023 had been filed for seeking amendments to the Petition based on certain representations made by the stakeholders/bidders seeking modifications/comments to the tender documents issued on 14.06.2022 in accordance with the interim directives of the Hon'ble Commission. Further a copy of the amened Petition was annexed to the said Application along with the revised bid documents for whose deviations approval was being sought.

3. The Petition had been filed on the basis of the Solar Guidelines dated 03.08.2017, Wind Guidelines dated 08.12.2017 and Wind Solar Hybrid Guidelines dated 14.10.2020 as amended till the date of filing of the Petition. Further Guidelines dated 10.03.2022 in relation to Procurement and Utilization of Battery Energy Storage Systems (BESS) as part of Generation, Transmission and Distribution assets, along with Ancillary Services were referred.

G.E.R.C.
Inward No.: 0619
Date: 7 FEB 2024

Pl. accept the fees of Rs. 20,000/- subject to verification & charges if any.
06/02/2024
AO (L)

4. Subsequent to the filing of the Petition and the IA No. 2 of 2023, the Central Government issued new guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems vide Notification No. 23/03/2023-R&R dated 09.06.2023. These Guidelines are issued under section 63 of the Act to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding. Firm and Dispatchable RE power means supply of electricity as per the demand profile specified in the RfS/ bidding documents. These Guidelines would now govern the procurement in question in the present Petition.

5. In the said Guidelines, Clause 2.2 (C) specifies the definition of 'Firm and Dispatchable RE Power' as

> *"The term 'firm and dispatchable power' denotes, the power profile configuration that is defined in the RfS that is sought to be met by RE power sources and will include configurations like assured peak power, Round the Clock RE with firm delivery of power at rated capacity at any hour of the day as per demand or load following power delivery as specified by DISCOM, RE projects with firm delivery of power for fixed hours of requirement by DISCOMs etc."*

6. The introduction of the above Guidelines was brought to the notice of the Hon'ble Commission and it was submitted that amendments to the Petition would be required in light of the Guidelines. The Hon'ble Commission had vide Daily Order dated 11.08.2023 allowed GUVNL to file application for amendment of the deviations with a copy to the objectors.

7. In pursuance to the above Guidelines, GUVNL had prepared the Bid Documents afresh and is hereby seeking amendment of the Petition in the following manner as detailed out hereinbelow:

   a. The cause title of the petition may be replaced as below:

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 of Firm and Dispatchable Power from Grid Connected Renewable Energy

Power Projects with Energy Storage Systems and for approval of bid documents

b. The last lines of Para 12 after 12(iii) be deleted.

c. Para 15 be replaced as under:

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

d. Para 16 be replaced as under:

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

e. Para 16A to 16D to be added:

16A. Subsequent to the above, the Government of India has issued on 09.06.2023, the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems. A copy of the Guidelines dated 09.06.2023 is attached hereto and marked as **Annexure I**. The Guidelines now provide for approval of deviations by Government under Clause 3.1.1 and Appropriate Commission under clause 17 as under:

"3. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

3.1. Conditions to be met by the Procurer

The Procurer shall meet the following conditions:

3.1.1. Bid Documentation

(a). Prepare the bid documents in accordance with these Guidelines.

(b). Seek approval of the Government 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 17 of these Guidelines.

However, 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."

Further, Clause 17 of the FDRE guidelines Dtd.09.06.2023 states that

"17. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

The objective of these Guidelines is to bring standardization & uniformity in processes so that there is fairness & transparency in procurement. As such, these Guidelines need to be strictly followed in the bidding process and no bid, under section 63 of the Electricity Act, for procurement of Firm and Dispatchable RE power from grid-connected Renewable Energy (RE) power projects, with Energy Storage System shall be issued in contravention to these Guidelines. However, in case it becomes imperative for the Procurer to deviate from these Guidelines and/or the SBDs, the same shall be subject to approval by the Appropriate Commission before the initiation of bidding process itself. The Appropriate Commission shall approve or require modification to the bid documents within a reasonable time not exceeding 60 (sixty) days of filing such petition."

(Emphasis Supplied)

16B. In terms of amendments made to other Guidelines wherein both Clause 3.1.1 and 17 provides for approval of Government, it appears that the intent is for approval by Government. However by way of abundant caution, GUVNL is seeking approval of both Government of Gujarat and Hon'ble Commission.

16C It is stated that in view of the Guidelines dated 09.06.2023 being issued, GUVNL had after consideration of Guidelines, prepared the Bid documents afresh in line with the Guidelines and to the extent that the GUVNL sought to deviate, GUVNL sought the approval of appropriate government i.e. Government of Gujarat for deviations from Guidelines vide letter no. GUVNL/GM (RE)/FDRE/1457 Dtd.04.11.2023 - seeking approval for the deviations in the clauses for the Change-in-Law, Force Majeure, issue of LOI after evaluation of Financial bids and conclusion of E-reverse auction, Maximum bid capacity allocation to the successful bidder, Procurement of power in excess of contracted capacity,Delay in commencement of power supply delay in transmission system, definition of delivery point, role of state nodal agency. A copy of the Letter dated 04.11.2023 by GUVNL seeking approval of deviations from the Guidelines is attached hereto and marked as **Annexure II**.

16D The Government of Gujarat vide letter No. EPCD/0140/11/2023 Dt: 16.11.2023 has conveyed the approval in regard to the GUVNL Letter dated 04.11.2023 as under:

> *"With reference to the above cited subject, your proposal for seeking approval of the Government for deviations from the new guideline dated 09/06/2023 issued by the Ministry of Power (MoP) for tariff based competitive bidding process for long term procurement of Firm and Dispatchable Power from grid connected Renewable Energy Power Projects with Energy Storage Systems, has been reviewed at Government level. In accordance with your proposal, approval has been granted within the scope of the above guidelines of MoP.*

A copy of the Letter dated 16.11.2023 by Government of Gujarat granting approval is attached hereto and marked as **Annexure III**.

f. Para 17 be replaced as under:

"17. It is submitted that the Bid Documents have been prepared considering the Guidelines as well as deviations earlier approved by this Hon'ble Commission vide orders dated 15.03.2018 in Petition No. 1706 of 2018, 1848 of 2019 & order dated 19.05.2022 in Petition No. 2069 OF 2022 in case of solar projects and vide order dated 15.03.2018 in Petition No. 1709 of 2018 in case of Wind projects and further deviations considered appropriate by GUVNL. In the present tender, the Change in Law clause of all three RE sources i.e. Wind or Solar or Wind-Solar Hybrid are proposed to be kept uniform."

g. Para 18 be replaced as under:

18. 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, the Petitioner is seeking approval for the following deviations / modifications as detailed below for which the approval of the Government of Gujarat has already been obtained:

I) <u>FORCE MAJEURE CLAUSE</u>.

<u>Guidelines:</u>

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provide for Force Majeure provisions as under:

7.4.1. The PPA shall contain provisions with regard to Force Majeure definitions, exclusions, applicability and available relief on account of force majeure as per the Industry Standards. The Generator shall intimate the procurer about the occurrence of force majeure within 15(fifteen)days of the start of the force majeure and the procurer shall respond on his claim within 15days of the receipt of the intimation.

<u>Force Majeure clause proposed by Petitioner</u>

"**ARTICLE: FORCE MAJEURE**

11.1 "Force Majeure Events

a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party

experiencing such delay or failure, including the occurrence of any of the following:

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the RPD 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 CTU/GETCO/ DISCOMs;

x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

xi) 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 SCSD 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 SCSD of the project and it is established that;

(c) The RPD has complied with the complete application formalities as per the connectivity procedure(s) and in this regard as notified by the CERC / GERC / CTU / STU and;

(d) The delay in grant of connectivity / LTA by CTU / STU and / or delay 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 15 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.

11.2 Available Relief for a Force Majeure Event:

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

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

Justification for the deviation:-

"The clause 7.4 of new Guidelines provides generally for the provisions to be included and requires detailing of specific. A broad or general provision may lead to litigations with the Developers. Further it is submitted that the reference is made to Industry Standards which can be ambiguous and therefore GUVNL has proposed a specific clause.

Force majeure as proposed by GUVNL provides better clarity and specification with regard to force majeure events to avoid future litigations. The above clause is similar to the clauses as per other tenders of GUVNL.

Therefore, it is proposed to keep the clause as per present tenders of GUVNL which clearly specifies the events of force Majeure and offers better clarity.

Proposed change in Force Majeure' is already approved by the Hon'ble Commission for Solar tenders in Petition no. 1848/2019 vide Order dated 13.01.2020.

II) **CHANGE-IN-LAW.**

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provide for Change-in-law provisions as under.

7.7. CHANGE IN LAW/ REGULATION

The provisions for Change in Law shall be in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by Ministry of Power vide notification dated 22nd October 2021 including amendments and clarification thereof issued from time to time.

Change-In-law clause proposed by Petitioner

ARTICLE 12: CHANGE IN LAW

12.1 Definition

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

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

b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty and/or custom duty and or Goods and Services Tax including surcharge thereon which have direct effect on the Project cost.

12.2 Relief for Change in Law

12.2.1 In case Change in Law on account of 12.1.1 (a) above results in the RPD'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 RPD shall be appropriately increased or decreased with due approval of GERC.

12.2.2 In case of Change in Law on account of 12.1.1 (b) above, the RPD shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of INR 2.0 Lakh per MW in the Project Cost incurred upto the Scheduled Commencement of Supply Date (SCSD) upon submission of proof of payment made by the RPD towards safeguard duty and/or anti-dumping duty and/or custom duty and or Goods and Services Tax to the concerned Authority and with due approval of GERC. Change in law shall be limited to the installed capacity required for the supply of contracted power.

12.2.3 The RPD / GUVNL or the RPD, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

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

Justification for the deviation:-

The new Guidelines have referred to the Rules. The said Rules only provide for definition "unless otherwise defined in the agreement". Therefore it is upto the parties to define the Change in Law. In this context, it is stated that Change in Law clause under the new Guidelines may be used as a tool for seeking frequent tariff revision and result into litigations / Petitions. Further, it may create uncertainty in tariff to DISCOMs and/or end consumers as the scope of change in law is too wide which may create ambiguity to figure out the implications related thereto.

GUVNL has therefore modified the Change in Law clause in the earlier wind and solar tenders invited by GUVNL specifying instances of Change in Law resulting into additional 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 to be pass through. Further in subsequent bids GUVNL has incorporated specific taxes and duties in the Change in Law clause during construction period and provided relief as per a formula for the same. Such limited Change In law clauses have already been approved by Hon'ble Commission for Solar tenders in Petition no. 1706/2018 and 2069/2022 vide Order dated 15.03.2018 and 19.05.2022 respectively.

Any other post-bidding increase in costs should be risk factored by the Developer and the same shall not be allowed as pass-through as it may unnecessarily increase the uncertainty and burden on end consumers at large.

Further as per the guidelines the bidder/developer shall have either set up storage capacity itself; or tie up with energy storage system developers to meet the project parameters for 'firmness and dispatchability', and submit a single bid for the same, in a particular tender. As this tie-up may change by developer which can cause further litigations for change in Law. Hence, above deviations have been considered.

III) BID STRUCTURE

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provides Bid Structure provisions as detailed below.

> *"6. BID STRUCTURE*
> *6.3. A maximum of 50 percent of bid capacity can be allocated to a single bidder in a tender."*

Bid-structure clause proposed by Petitioner

"Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be eligible to bid upto 100% bid capacity of the RfS."

Justification for the deviation:-

This condition may result in sub-optimal rate discovery. Further, if any bidder offers a better rate for the entire quantum, there is no reason to give some capacity to the L2 party. In view of above, the deviation in above clause is proposed.

IV) POWER PROCUREMENT

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provides power procurement provisions as under.

"7.2. Power Procurement

....

(c). In order to allow optimization of operation of RE, the Generator is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The Generator may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer."

Power-Procurement clause proposed by Petitioner

"The RPD is allowed to supply power in excess of the Contracted Capacity to any third party or power exchange, subject to No Objection from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL as per PPA. GUVNL may purchase such part/full excess power at PPA tariff. In case GUVNL does not agree to purchase such excess energy, the RPD will be free to sell such energy to a third party or power exchange. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal."

Justification for the deviation:-

The Guideline does not mandate any maximum DC capacity for the contracted AC capacity and also provides any requirement of CUF fulfilment criteria will be on annual basis. As generator may get higher tariff during the peak period of power demand, generator may sell power to third party or power exchange. To avoid such instances, it is proposed for deviation to add "first right of refusal to be vested with GUVNL."

V) INDICATIVE TIMETABLE FOR BID PROCESS:

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provides Bid Process provisions as under.

"10. INDICATIVE TIMETABLE FOR BID PROCESS
10.1. In the bidding process, a minimum period of 22 (twenty-two) days shall be allowed between the issuance of RfS document and the last date of bid submission. The indicative timetable for the bidding process is indicated below:

Sl. No.	*Event*	*Elapsed Time from Zero date*
1	*Date of issue of Request for Selection (RfS) document, Project specific draft Power Purchase Agreements and other draft Project Agreements, and the Power Sale Agreement (PSA), if applicable*	*Zero date*
..	.....	.....
6	*Issuance of Letter of Award (LoA)*	*110 days*

.....
11. CONTRACT AWARD AND CONCLUSION

11.5. Subsequent to the distribution licensee or Intermediary Procurer, as the case may be, approaching the Appropriate Commission for adoption of tariffs under Section 63 of the Act, in case, the Appropriate Commission does not decide upon the same within sixty days of such submission or within 120 (one hundred and twenty) days from the date of Power Sale Agreement (PSA), whichever is more, the Procurer(s) shall grant appropriate extension of time in SCSD to the generators, corresponding to the delay [beyond 60 (sixty) days of submission or 120 (one hundred and twenty) days of PSA whichever is more] in adoption/ approval by the Appropriate Commission, till the date of adoption/ approval by the Appropriate Commission."

INDICATIVE TIMETABLE FOR BID PROCESS clause proposed by Petitioner

"At the end of selection process, Letters of Intent (LOIs) will be issued to the Successful Bidders discovered through e-RA. The LOIs shall be awarded for the Contracted Capacity as quoted by the respective successful bidder, or the partial Contracted Capacity, as the case may be. In case of a Consortium being selected as the successful Bidder, the LOI will be issued to the Lead Member of the Consortium."

Justification for the deviation:-

The event of signing of PPA is always subject to adoption of tariff by commission. In the event of non-adoption of tariff, after the issuance of LOA, it may give rise to a litigation in future. Therefore, it is proposed to

continue with the clause as per current tenders regarding issuance of Letter of Intent (LOI) to the Successful Bidder and PPA is to be signed after the adoption of tariff by the Commission.

Therefore GUVNL may continue with the present clause regarding issuance of Letter of Intent (LOI) as per current tenders.

VI) TARIFF

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provides tariff provisions as detailed below.

"5. TARIFF
5.1. A single tariff for supply of firm and dispatchable RE power shall be quoted by the bidders (the "Tariff").

5.2. The Tariff shall be quoted at the Delivery Point which shall be at the CTU interconnection point. All charges and losses till the delivery point shall be borne by the Generator."

Tariff clause proposed by Petitioner

"Delivery Point in respect of for park and non-park based projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU at which the project is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of for park and non-park based projects connected with Inter State Transmission Network shall be the point or points of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO."

Justification for the deviation:- As per prevailing practice for GUVNL tenders, the delivery point will be at STU (i.e. GETCO) periphery.

As guidelines have provisions for multiple sources and/or locations, developers may have project capacity within a state or at multiple location outside the state.

It is proposed to take deviation from guideline as multiple project locations can have CTU/STU injection point at various locations. However, GUVNL has

specified that delivery point shall be at GETCO periphery for both park and non-park project developers to get the power delivered at grid system of GETCO. All charges and losses upto the delivery point of GETCO shall be borne by the Developers.

VII) **ROLE OF STATE NODAL AGENCY**

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems has not specified the role of the Nodal Agency

Role of Nodal Agency clause proposed by Petitioner

"Commercial Operation Date" with respect to the Project shall be the date certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat.

Justification for the further Elaboration:-

It is proposed that, GUVNL shall specify in the tender documents that "Commercial Operation Date" with respect to the Project shall be the date certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat.

In the existing RE tenders of GUVNL, GEDA is specified as State nodal agency for RE projects and role of GEDA is to provide necessary support to facilitate the required approvals and sanctions so as to achieve commissioning of the Projects located in the Gujarat.

VIII) **DELAY IN COMMENCEMENT OF POWER SUPPLY ON ACCOUNT OF DELAY IN TRANSMISSION SYSTEM**

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems has not specified the clauses for Delay in Commencement of power supply on Account of Delay in Transmission system.

Delay in Commencement of power supply on Account of Delay in Transmission system clause proposed by Petitioner

"The responsibility of obtaining connectivity under General Network Access (GNA) up to the injection point shall be of the RPD for sale of power the GUVNL. Subsequent to grant of connectivity, in case there is a delay in

grant/operationalization of GNA by the CTU/STU and/or there is a delay in readiness of the ISTS/STU substation at Injection point(s) [for non-co-located projects], including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network until SCSD of the Project, and it is established that:

i. The RPD has complied with the complete application formalities for connectivity at STU/CTU and as per the Detailed Procedure as issued by the CTU/STU,
ii. The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and
iii. The delay in grant of connectivity/GNA by the CTU/STU and/or delay in readiness of the ISTS/STU substation at the Injection Point(s), including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD;
The above shall be treated as delays beyond the control of the RPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Injection Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by GUVNL.
In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the RPD, GUVNL may extend the SCSD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the RPD, extension requests under this clause shall be dealt by GUVNL on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Clause, the phrase "change in Project location" or its similar connotations , shall refer solely to change in Injection Point(s) of the Project.
Further, in case of delay in commencement of power supply on account of reasons solely attributable to the RPD, resulting in any liquidated damages/penalty levied on the GUVNL including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the RPD."

Justification for the further Elaboration:-

As establishment of new transmission network is not under the direct control of RPD, there are chances that project is ready for commissioning But, evacuation facility is not ready on account of CTU/STU/other delays for which RPD is not directly responsible. Hence, it is proposed for deviation to add the clause "Delay in Commencement of power supply on Account of Delay in Transmission system" to avoid the litigations / Petitions for the project timelines.

IX) ARRANGEMENTS RELATED TO COMMENCEMENT OF SUPPLY

Guidelines:

The Guideline under clause no.3.2 provides as under:

"3.2. Arrangements related to Commencement of Supply
The RfS may specify additional milestones for the project with respect to land acquisition, connectivity etc.as well as regular reporting requirements by the Generator and shall specify penalties with respect to noncompliance

with such milestones/requirements. Obtaining all clearances, permits, licenses including arrangement of land and connectivity to the Grid and access (if applicable) prior to scheduled date of commencement of supply of power shall be the responsibility of the Generator and the Procurer shall not be responsible in case of delay in obtaining such clearances, permits, licenses etc."

Proposed by Petitioner

In order to have proper monitoring of the project milestones it is proposed to add the following clause in performance monitoring. Arrangements related to Commencement of Supply.
RPD shall submit quarterly project report in the month of February, May, August and November showing specific status of the following milestones for performance monitoring of the Projects from the date of issuance of LoI;

a. Application of registration of project with GEDA in case project is to be set up in the Gujarat and Representatives / Agency authorized by GUVNL in case of project is to be set up outside of Gujarat.
b. Connectivity application
c. Financial Closure
d. Award of EPC contract
e. Solar PV Module Supply Agreement
f. WTG Supply agreement
g. Land acquisition
h. Civil work status
i. Erection work status
j. Commissioning

In addition to above, selected bidders shall achieve 'Financial Closure' and 'Land acquisition' as under:

Financial closure: "Financial Closure" shall mean arrangement of necessary funds by the Power Producer either by way of commitment of funds by the Company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance. At this stage, Power Producer shall ensure submission of documents / certificates evidencing the tie up of project cost through internal resources and /or through external Financing Agency and Implementation and Service Agreement executed with SPPD. The Power Producer shall obtain financial closure within twelve (12) months from date of execution of PPA for Non-Park & Park based tenders. 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 plus GST (As Applicable). 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).

Land Acquisition: "Land Acquisition" shall mean acquisition of required land to establish Solar PV Project by the Power Producer either by way of purchase of land or through lease/rent of the land. At this stage, Power Producer shall ensure submission of notarized copy of sale deed or / and lease / rent agreement evidencing the acquisition of land. The Power Producer shall acquire land for the project within eighteen (18) months from date of execution of PPA for Non-Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Land Acquisition date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents. An extension for the acquisition of land 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 plus GST(As Applicable). 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 Land Acquisition @ SBI MCLR (1Year).

GUVNL shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance documents. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the RPD.

This extensions granted for "Financial Closure" and "Land Acquisition" milestones on payment of extension charges will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. 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.

h. Para 18A to 18C be added:

18A. GUVNL has prepared the revised Draft Bidding Documents (Request for Selection and Power Purchase Agreement) based on the New Guidelines dated 09.06.2023 along with the detailing provisions as well as deviations which are now approved by the Government of Gujarat. Copies of the Draft Bidding Documents being Draft Request for Selection and Draft Power Purchase Agreement are attached hereto and marked as **Annexure IV** and **Annexure V** respectively.

18B The salient features of the bidding process to be conducted for procurement of power from the said Firm and Dispatchable RE power are as under:

a) Under this RfS, the RE Power Developer (RPD) shall set up STU or CTU Sub-station connected RE Power Project(s)

Anywhere in India, including the dedicated transmission network up to the Interconnection/ Injection Point(s), with the primary objective of supplying RE power to GUVNL, at its own cost and as per the provisions of the RfS and PPA.

b) RE Project" or "Project" or "Plant"- shall mean the renewable energy generation facility of Capacity of .....[Insert capacity as per the committed Installed Capacity, separately for Wind, Solar PV, any other renewable energy generating source and ESS components] MW, located at [Insert names of Village(s), Tehsil(s), District(s) and State(s)] comprising RE power generating systems or a combination thereof, for supply of RE power, including ESS, if any (which may be leased/tied-up from a third-party), having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering,

The Project 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 as per this Agreement.

It may be noted that the sources of generation and ESS, may be co- located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power. In case the ESS component is located separately from the RE power generating components of a Project, the

charges for charging the ESS will be borne by the RPD under GNA regulations and other orders issued by MoP/CERC in this regard.

It is clarified that arithmetic summation of the rated capacities of Wind, Solar PV and other renewable power generating components of the Project can be more than the Contracted capacity.

c) Energy Storage Systems (ESS) shall mandatorily constitute part of the Project. For avoidance of any doubt, it is hereby clarified that ESS may be constituted as part of the Project or may be tied-up separately with a third party by the RPD, for supply of power. The ESS technology can be changed by the RPD at any time during the Term of the PPA. Any change in the ESS component during the term of the PPA shall be at risk and cost of the RPD and also under intimation to GUVNL.

d) The RE component sizing should be suited to meet 100% FDRE power supply requirement of GUVNL, in a "demand-following" manner. For each Project, the Project configuration, i.e. the Installed Capacity proposed, will be submitted by the Bidder at the time of bid submission, and it shall remain unchanged until the issuance of LOI. The above configuration can be changed subsequent to issuance of LOIs until the date as on 12 months prior to Scheduled Commencement of Supply Date (SCSD) of the Project. Also, any change in project location(s)/ Injection point(s) is/are allowed upto 12 months prior to SCSD of the Project.

e) A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of cumulative Contracted Capacity of 50 MW and a maximum quantum of 100% bid capacity of RfS in the prescribed formats. The cumulative Contracted Capacity shall be quoted in multiple of 50 MW only.

f) If the Bidders opt for connecting its power station and facilities to an Inter State Transmission System, the Delivery Point for the purposes of this would be binding as per the PPA to be executed with the selected bidder and shall be at the point or points of connection at which Electricity is delivered into the Grid System of the GETCO. GUVNL shall not bear interstate transmission charges and losses for the energy procured during the term of the PPA.

g) In case the ESS component is located separately from the RE generating components of a Project, the charges for charging the ESS, as applicable under GNA regulations and other orders issued by MoP/CERC will be borne by the RPD.

h) The RE (including Energy Storage System (ESS) component charged with RE sources) bought under this RfS shall be eligible for RPO compliance. The apportionment of RPO between the different RE components shall be on the lines of the principle adopted in case of hybrid plants.

i) The RPD is allowed to supply power in excess of the Contracted Capacity to any third party or power exchange, subject to No Objection Certificate from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL. GUVNL may purchase such part/full excess power at PPA tariff. The RPD shall inform at least 30 days in advance of such excess generation to GUVNL, to enable GUVNL take necessary actions for sale / consumption of this excess generated energy. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal.

j) Part commencement of supply of power from the Project shall be accepted by GUVNL subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of liquidated damages in terms of the PPA on the part which has not yet commenced supply of power.

k) The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 24 months from the Effective Date of the PPA. The maximum time period allowed for commencement of power supply from the full Project Capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD (if applicable).

l) In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the RPD, GUVNL may extend the SCSD after examining the issue on a case-to-case basis.

m) RPD shall be eligible for generation compensations for off take constraints due to Grid Unavailability and in case of reduced offtake as per the provisions of guidelines.

n) Early commencement of power supply will be allowed solely at the risk and cost of the RPD, and first right of refusal for offtake of such power will be vested with the GUVNL. In case GUVNL agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff.

o) In case of multiple Project components, and if one or more such component (wind, solar PV or any other RE source) is/are ready for injection of power into the grid, but the remaining component(s) is/are unable to commence supply of power, the

RPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with GUVNL. In case GUVNL decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 50% of the PPA Tariff.

18C Further, it is to submit that the definition of the term *'firm and dispatchable power' denotes, the power profile configuration that is defined in the RfS that is sought to be met by RE power sources and will include configurations like assured peak power, Round the Clock RE with firm delivery of power at rated capacity at any hour of the day as per demand or load following power delivery as specified by DISCOM, RE projects with firm delivery of power for fixed hours of requirement by DISCOMs etc.".*

Accordingly the terms & conditions in bidding documents (RfS & PPA issued for tenders) for procurement of power from firm and dispatchable power depending upon the configuration of power profile defined in respective RfS will vary in line with power requirements of GUVNL.

It is submitted once approved, all future tenders of GUVNL for 'Firm & Dispatchable power' configuration will incorporate these approved clauses for deviations from the guidelines issued by Ministry of Power vide Notifications Dtd.09.06.2023 subject to any further deviations for which approval would be sought as per the Guidelines.

i. Para 19 be replaced as under:

The Petitioner has filed the present petition for approval of deviations from the guidelines issued by Central Government for procurement of firm and dispatchable power from Grid Connected Renewable Energy Power Projects with Energy Storage System in accordance with the provisions of the respective guidelines and for

approval of bidding documents. The approval of the Government of Gujarat to the above deviations has already been obtained.

j. Para 20 be replaced as under:

It is respectfully submitted that the Draft Bidding Documents with deviations as approved by the Government of Gujarat is being placed before the Hon'ble Commission for intimation and approval to the Draft Bidding Documents and allow the Petitioner to initiate the process of inviting tenders from time to time for procurement of power from RE sources with mandatory installation of ESS. It may also be considered that the said deviations may be approved for any future tenders also.

k. The prayer clause of the Petition i.e. Para 21 may be modified as under:

21. The Petitioner most respectfully prays that this Hon'ble Commission maybe pleased to:

a) To admit the present Petition;

b) To approve the deviations from the Guidelines dated 09.06.2023 issued by Central Government for procurement of power from Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems including modifications, as proposed by Petitioner as per details stated at para 7(g) of the present petition for the present and future bids including for defining of the power profile configuration as per the requirements at the time of the bid/tender;

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

d) To allow Petitioner to issue a fresh tender with the proposed deviations & provisions, 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.

8. A copy of the amended petition is annexed hereto and marked as **Annexure A**. The Annexures to the Amended Petition are also appended in the revised Petition as Annexure I to V.

9. It is submitted that the present Amendment is necessary for adjudication of all issues relating to the Petition 2098 of 2022.

10. That the Hon'ble Commission had further directed in Order dated 11.08.2023 to serve the copy of amended Petition to the Objectors in the matter. In this regard, the Petitioner is serving a copy of the present Application to all Objectors.

11. It is submitted that the present Application is bonafide and made in the interest of justice. No harm or prejudice would be caused to any party if the present application is allowed.

PRAYER

12. In view of above submissions and factual background, it is most respectfully prayed that this Hon'ble Commission may be pleased to:-

(a) Allow amendment of the present Petition in terms of the present application;

(b) Take on record the amended Memorandum of Petition (Annexure A to the present Application) alongwith the Annexures therein;

(c) Take on record the revised Bid Documents containing RFS and Draft PPA (Annexure IV and V to the Revised Petition)

(d) Pass such other or further order or orders as this Hon'ble Commission may deem fit and proper in the interest of justice.

GUJARAT URJA VIKAS NIGAM LIMITED
PETITIONER

DATED: 05.02.2024
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: 05.02.2024
PLACE: VADODARA

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BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION,
GANDHINAGAR

I.A. No. of 2024
IN
PETITION NO. 2098 OF 2023

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

PETITIONER/APPLICANT

SR. No. 2024
Date 05/02/2024

AFFIDAVIT

I, Ravirajsinh Chudasama, son/daughter/wife of Bhavtubha Chudasama, aged about 36 years, resident of Vadodara do hereby solemnly affirm and state as under:

1. I am 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 have gone through the contents of the accompanying Petition and I say that the contents stated therein are based on the records of Petitioner Company maintained in normal course of business and believed by me to be true.

NOTARY H. J. ZALA AREA : BARODA DIST (GUJ. STATE) REG.NO. 6253 2008 GOVT. OF INDIA

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

DEPONENT

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.

Solemnly Affirmed/Declared
Sworn Before me by R.B. Chudasama

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

DEPONENT

GUJARAT URJA VIKAS NIGAM LIMITED VADODARA

DATED: 05.02.2024
PLACE: VADODARA

NOTARIAL GOVT. OF INDIA NOTARY H. J. ZALA AREA : BARODA DIST (GUJ. STATE) REG.NO. 6253 2008

MY Commission Expires
On 04/ 07/2028

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

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-10062023-246451
CG-DL-E-10062023-246451

असाधारण
EXTRAORDINARY

भाग I—खण्ड 1
PART I—Section 1

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 142] नई दिल्ली, शुक्रवार, जून 9, 2023/ज्येष्ठ 19, 1945
No. 142] NEW DELHI, FRIDAY, JUNE 9, 2023/JYAISHTHA 19, 1945

विद्युत मंत्रालय

संकल्प

नई दिल्ली, 9 जून, 2023

ऊर्जा भंडारण प्रणालियों सहित ग्रिड संबद्ध नवीकरणीय ऊर्जा विद्युत परियोजनाओं से स्थिर तथा प्रेषणयोग्य विद्युत की खरीद हेतु टैरिफ आधारित प्रतिस्पर्धी बोली प्रक्रिया के लिए दिशानिर्देश।

सं. 23/03/2023-आरएंडआर.—

1. प्रस्तावना

1.1 पृष्ठभूमि

1.1.1 ग्रिड संबद्ध सौर विद्युत के विकास की सुविधा प्रदान करने के लिए, राष्ट्रीय सौर मिशन के प्रथम चरण में "बंडलिंग" की एक स्कीम का प्रावधान था, जिसमें कि, उस समय की अपेक्षाकृत महंगी सौर विद्युत को एनटीपीसी के कोयला-आधारित केन्द्रों द्वारा भारत सरकार (विद्युत मंत्रालय) के अनाबंटित कोटा से उत्पादित सस्ती तापीय विद्युत के साथ शामिल (बंडल्ड) किया गया था।

1.1.2 भारत सरकार के हस्तक्षेप से, सौर पार्कों के माध्यम से भूमि तथा निकासी की अग्रिम व्यवस्था, हरित ऊर्जा कॉरिडोरो, जोखिम वितरण और सुआवजों के लिए व्यापक व्यवस्था के साथ 25 वर्षों के लिए एक सुरक्षित और मानकीकृत विद्युत क्रय करार (पीपीए), भुगतान सुरक्षा इत्यादि के रूप में उपायों द्वारा सौर और पवन विद्युत से जुड़े जोखिमों को कम किया गया है।

1.1.3 नवीकरणीय ऊर्जा (आरई) क्षेत्र में इस प्रकार से जोखिम को कम करने के साथ-साथ प्रौद्योगिकियों के उन्नयन और बड़े पैमाने पर विफायतता से सौर और पवन विद्युत क्षेत्र में टैरिफ को कम किया गया है जिसके कारण देश में सौर और पवन क्षमता की स्थापना में तेजी आई है।

1.1.4 तथापि, नवीकरणीय ऊर्जा की अनिरंतर और परिवर्तनशील प्रकृति होने और पारेषण प्रणाली के कम क्षमता उपयोग होने की समस्या का समाधान किए जाने की जरूरत है। यह समस्या बड़े पैमाने पर नवीकरणीय क्षमता जोड़े जाने से और बढ़ेगी। अनिश्चित प्रकृति की विद्युत का प्रबंधन करने के लिए, विद्युत वितरण कंपनियाँ (डिस्कॉम्स) बैलेंसिंग पावर खरीद रही हैं ताकि ग्रिड स्थिरता प्रदान की जा सके और नवीकरणीय ऊर्जा (आरई) की अनुपलब्धता के समय/अवधि के दौरान आवश्यकताओं की पूर्ति की जा सके।

1.1.5 नवीकरणीय ऊर्जा क्षेत्र में विकास,'हरित विद्युत' की मांग में वृद्धि तथा देश के लिए 'वास्तविक' ऊर्जा आत्मनिर्भरता की प्राप्ति का विजन होने से वितरण कंपनियों (डिस्कॉमों) को चौबीसों घंटे/मांग आधारित नवीकरणीय विद्युत की आपूर्ति आवश्यक होती है। ऐसी विद्युत में स्थिरता के साथ-साथ प्रेषणयोग्यता के तत्व होंगे। इसका उद्देश्य मांग के आधार पर ऑफटेक संबंधी आवश्यकताओं की पूर्ति पूर्णत: आरई स्रोतों से करना है।

1.1.6 विद्युत अधिनियम 2003 की धारा 61 और 62 के अंतर्गत, उपयुक्त आयोग द्वारा टैरिफ विनियमन और उत्पादन, पारेषण, व्हीलिंग और विद्युत की खुदरा बिक्री के लिए टैरिफ के निर्धारण का प्रावधान है। इसके अलावा, अधिनियम की धारा 63 के अंतर्गत प्रावधान है कि:-

"धारा 62 में निहित किसी बात के होते हुए भी, यदि केन्द्रीय सरकार द्वारा, जारी दिशानिर्देशों के अनुसार पारदर्शी बोली प्रक्रिया के माध्यम से टैरिफ निर्धारित किया गया है तो उपयुक्त आयोग ऐसे टैरिफ को अपनाएगा।"

1.1.7 भारत में विद्युत उद्योग में प्रतिस्पर्धा को बढ़ावा देना, विद्युत अधिनियम, 2003 **('अधिनियम')** के प्रमुख उद्देश्यों में शामिल है। विद्युत क्रय लागत वितरण लाइसेंसधारकों के लिए सबसे बड़ी लागत घटक होती है। वितरण लाइसेंसधारकों द्वारा विद्युत की प्रतिस्पर्धात्मक खरीद किए जाने से विद्युत की खरीद की समग्र लागत कम होने की संभावना है और इससे विद्युत बाजारों में विकास हो सकेगा। अंतर्राष्ट्रीय तौर पर, खुदरा विद्युत बाजारों में प्रतिस्पर्धा होने से विद्युत की कीमतों में कमी आई है और इससे उपभोक्ताओं को काफी लाभ हुआ है।

1.1.8 ये दिशानिर्देश डिस्कॉमों द्वारा टैरिफ आधारित प्रतिस्पर्धी बोली के माध्यम से ऊर्जा भंडारण के साथ, ग्रिड संबद्ध नवीकरणीय ऊर्जा (आरई) विद्युत परियोजनों से डिस्कॉमों द्वारा स्थिर तथा प्रेषणयोग्य आरई विद्युत की खरीद को समर्थ बनाने के लिए अधिनियम की धारा 63 के अंतर्गत जारी किए जा रहे हैं। स्थिर तथा प्रेषणयोग्य आरई विद्युत का तात्पर्य आरएफएस/बोली दस्तावेजों में निर्दिष्ट मांग प्रोफाइल के अनुसार विद्युत की आपूर्ति करना है।

1.2 उद्देश्य

1.2.1 इन दिशानिर्देशों के विशिष्ट उद्देश्य इस प्रकार हैं:-

(क) नवीकरणीय ऊर्जा स्रोतों से डिस्कॉमों को स्थिर तथा प्रेषणयोग्य विद्युत उपलब्ध कराना।

(ख) नवीकरणीय क्षमता में वृद्धि करने और डिस्कॉमों के नवीकरणीय क्रय दायित्व (आरपीओ)/भंडारण विद्युत दायित्व (एमपीओ) की आवश्यकता को पूरा करने के लिए सुविधा प्रदान करना।

(ग) विभिन्न हितधारकों के बीच उपयुक्त जोखिम हिस्सेदारी के साथ खुली प्रतिस्पर्धी बोली प्रक्रिया के आधार पर एक पारदर्शी, निष्पक्ष, मानकीकृत खरीद फ्रेमवर्क प्रदान करना ताकि उपभोक्ता के हित में प्रतिस्पर्धी कीमतों पर विद्युत की खरीद हो सके, परियोजनाओं की बैंक ग्राह्यता में सुधार हो सके और निवेशकों के लिए उचित प्रतिफल सुनिश्चित हो सके; तथा

(घ) क्षेत्र को जोखिम रहित बनाने के लिए एक और उपाय के रूप में, विद्युत की अंतर-राज्यीय/अंत:-राज्यीय, दीर्घावधिक, बिक्री – खरीद के लिए फ्रेमवर्क प्रदान करना: ।

2. दिशानिर्देशों का कार्यक्षेत्र

2.1 दिशानिर्देशों की प्रासंगिकता

ये दिशानिर्देश विद्युत अधिनियम, 2003 की धारा 63 के प्रावधानों के अंतर्गत, प्रतिस्पर्धी बोली प्रक्रिया के माध्यम से नवीकरणीय (आरई) विद्युत परियोजनाओं **('आरई परियोजनाओं')** से, 'खरीददारों' द्वारा स्थिर और प्रेषणयोग्य विद्युत की दीर्घावधि खरीद के लिए जारी किए जा रहे हैं।

2.2 स्पष्टीकरण

(क) 'सौर': इन दिशानिर्देशों में, जहाँ कहीं भी 'सौर' शब्द का प्रयोग हुआ है, वह सौर प्रकाशवोल्टीय (पीवी) प्रौद्योगिकी अथवा ऐसी प्रौद्योगिकी पर आधारित विद्युत संयंत्र के संदर्भ में होगा।

(ख) 'नवीकरणीय (आरई) विद्युत': इन दिशानिर्देशों में, जहाँ कहीं भी 'आरई विद्युत', अथवा 'नवीकरणीय विद्युत', अथवा नवीकरणीय ऊर्जा विद्युत शब्द का प्रयोग हुआ है, वह ऊर्जा भंडारण प्रणाली (ईएसएस) के साथ, सौर विद्युत उत्पादन प्रणालियों, पवन विद्युत उत्पादन प्रणालियों, पवन-सौर हाइब्रिड अथवा किसी अन्य नवीकरणीय ऊर्जा संसाधन आधारित उत्पादन प्रणाली अथवा तत्संबंधी सम्मिश्रण के संदर्भ में होगा। यह स्पष्ट किया जाता है कि आरई विद्युत के अलावा किसी अन्य स्रोत के उपयोग से चार्ज की गई ईएसएस को आरई विद्युत माना जाएगा।

(ग) 'स्थिर तथा प्रेषणयोग्य आरई विद्युत': 'स्थिर तथा प्रेषणयोग्य विद्युत' शब्द का तात्पर्य पावर प्रोफाइल कॉनफिगरेशन से है जो आरएफएस में परिभाषित है, जिसकी पूर्ति आरई विद्युत स्रोतों से की जानी है और इसमें डिस्कॉम द्वारा यथा निर्दिष्ट विद्युत आपूर्ति के कारण मांग अथवा भार के अनुसार दिन के किसी भी समय में रेटेड क्षमता पर विद्युत की स्थिर आपूर्ति के साथ सुनिश्चित व्यस्ततमकालीन विद्युत, चौबीसों घंटे आरई जैसे कॉनफिगरेशन, डिस्कॉमों आदि द्वारा आवश्यकता के निर्धारित घंटों के लिए विद्युत की स्थिर आपूर्ति वाली आरई परियोजनाएं शामिल होंगी।

(घ) 'आरई विद्युत उत्पादक (आरई-पीजी)':

(i) इन दिशानिर्देशों में, जहाँ कहीं भी 'आरई विद्युत उत्पादक (आरई-पीजी) अथवा उत्पादक' शब्द का प्रयोग हुआ है, वह ऊर्जा भंडारण प्रणाली के साथ स्थिर तथा प्रेषणयोग्य नवीकरणीय विद्युत के उत्पादक एवं आपूर्तिकर्ता के संदर्भ में होगा, जिसमें मांग प्रोफाइल के अनुसार चौबीसों घंटे ऊर्जा की आपूर्ति करने में सक्षम आरटीसी आरई विद्युत परियोजनाएं, व्यस्ततमकालीन विद्युत के साथ आरई परियोजनाएं, निर्धारित समय आधारित खरीद, मौसमी खरीद आदि के साथ-साथ आरएफएस में यथा-निर्दिष्ट अन्य प्रोफाइल विशेषताएं शामिल होंगी।

(ii) बोलीदाता/विकासकर्ता भंडारण के साथ जुड़ी आरई विद्युत की आपूर्ति के लिए एमएनआरई द्वारा यथा परिभाषित सौर, पवन अथवा किसी अन्य नवीकरणीय संसाधन सहित नवीकरणीय ऊर्जा संसाधन आधारित उत्पादन प्रणाली (प्रणालियां) उपलब्ध कराने के लिए जिम्मेदार होंगे। इसके लिए, या तो स्वयं बोलीदाता/विकासकर्ता को भंडारण क्षमता स्थापित करनी होगी अथवा 'स्थिरता तथा प्रेषणयोग्यता' के परियोजना मानदंडों को पूरा करने के लिए ऊर्जा भंडारण प्रणाली विकासकर्ताओं के साथ जुड़ना होगा और इसके लिए, किसी विशेष निविदा में, एकल बोली प्रस्तुत करनी होगी।

(iii) आरई विद्युत उत्पादक और ऊर्जा भंडारण प्रणाली विकासकर्ता के बीच संविदात्मक समझौता, यदि कोई हो, के बावजूद इन दिशानिर्देशों तथा उसके पीपीए के अंतर्गत विकासकर्ता से संबंधित सभी दायित्व पीपीए पर हस्ताक्षर करने वाली कंपनी के होंगे और उसे आरई विद्युत उत्पादक (आरई-पीजी) के रूप में मान्यता दी जाएगी।

(ङ) 'आरई पार्क': इन दिशानिर्देशों में, जहां कहीं भी 'आरई पार्क' शब्द का प्रयोग हुआ है, वह सौर-पवन हाइब्रिड विद्युत परियोजनाओं सहित, नवीकरणीय ऊर्जा विद्युत परियोजनाओं की स्थापना के लिए, केन्द्रीय अथवा राज्य सरकारों द्वारा जारी किए गए दिशानिर्देशों के अनुसार, विकसित क्षेत्रों अथवा पार्कों के संदर्भ में होगा।

(च) 'खरीददार': जैसाकि प्रसंग में अपेक्षित है, 'खरीददार' शब्द से तात्पर्य वितरण लाइसेंसधारक अथवा अधिकृत प्रतिनिधि(यों) अथवा मध्यस्थ खरीददार से होगा।

(छ) खरीददार का 'अधिकृत प्रतिनिधि : जहां विद्युत क्रय करार (पीपीए) पर हस्ताक्षरकर्ता एजेंसी और निविदा/बोली लगाने वाली एजेंसी अलग-अलग है, तो निविदा/बोली लगाने वाली एजेंसी 'खरीददार' की अधिकृत प्रतिनिधि मानी जाएगी और खरीददार की ओर से इन दिशानिर्देशों के अनुसार, बोली प्रक्रिया चरण के दौरान 'खरीददार' पर लगाई गई सभी बाध्यताओं को पूरा करने की जिम्मेदार होगी।

(ज) 'मध्यस्थ खरीददार' और 'अंतिम खरीददार':

(i) कुछ मामलों में, नवीन एवं नवीकरणीय ऊर्जा मंत्रालय, भारत सरकार अथवा राज्य सरकार द्वारा नामित मध्यवर्ती को विभिन्न आरई विद्युत विकासकर्ताओं से खरीदी गई विद्युत को समाकलित करने और उसे वितरण अनुज्ञप्तिधारियों/उपभोगकर्ता कंपनियों/खुली पहुंच वाले उपभोक्ताओं को बेचने का कार्य सौंपा जा सकता है।

ऐसे मामलों में, वितरण अनुज्ञप्तिधारी/उपभोगकर्ता कंपनियां/खुली पहुंच वाले उपभोक्ता अंतिम खरीददार होंगे और मध्यवर्ती इन दिशानिर्देशों के प्रयोजनार्थ 'मध्यस्थ खरीददार' होगा।

(ii) मध्यस्थ खरीददार आरई विद्युत विकासकर्ता के साथ एक विद्युत क्रय करार (पीपीए) करेगा और साथ ही, अंतिम खरीददार के साथ विद्युत विक्रय करार (पीएसए) भी करेगा। पीएसए में साथ-साथ आधार पर पीपीए के सभी संगत प्रावधान भी शामिल होंगे। अंतिम खरीददार द्वारा मध्यस्थ खरीददार को 0.07 रु./किलोवाट घंटा का ट्रेडिंग मार्जिन भुगतान किया जाएगा।

(iii) जब तक मध्यस्थ खरीददार द्वारा विद्युत की खरीद के लिए इन दिशानिर्देशों का अनुसरण किया जाएगा, तब तक अंतिम खरीददार द्वारा विद्युत की खरीद के लिए इन दिशानिर्देशों का अनुसरण किया मान लिया जाएगा।

(झ) आपूर्ति की शुरूआत की निर्धारित तिथि (एससीएसडी): संविदात्मक क्षमता के संबंध में आपूर्ति की शुरूआत की निर्धारित तिथि (एससीएसडी) का तात्पर्य, आरएफएस (चयन के लिए अनुरोध) में दर्शाए गए आपूर्ति की शुरूआत की तिथि, के अनुरूप तिथि होगा।

2.3 इन दिशानिर्देशों में जब तक स्पष्ट रूप से उल्लेख न किया गया हो, इन दिशानिर्देशों के प्रावधान खरीददार/मध्यस्थ खरीददार/अंतिम खरीददार और खरीददार के अधिकृत प्रतिनिधि पर बाध्यकारी होंगे और विद्युत अधिनियम की धारा 63 के अंतर्गत विचार किए जाने हेतु ऐसी बाध्यताओं के लिए उनका सख्ती से अनुसरण किए जाने की जरूरत है। तथापि, यदि इन दिशानिर्देशों के प्रावधानों से विचलन आवश्यक हो जाता है, तो इन दिशानिर्देशों के खण्ड 17 में अपनाई जाने वाली ऐसी प्रक्रिया का उल्लेख किया गया है।

2.4 इन दिशानिर्देशों में उल्लिखित सिद्धांतों का उपयुक्त तरीके से विस्तार किया जा सकता है और इसे मानक बोली प्रक्रिया दस्तावेजों [जिसमें मॉडल चयन हेतु अनुरोध (आरएफएस) दस्तावेज, मॉडल विद्युत क्रय करार तथा मॉडल विद्युत बिक्री करार शामिल है] में व्यापक बनाया जा सकता है।

3. बोली आमंत्रित करने तथा परियोजना की तैयारी की प्रक्रिया

3.1 खरीददार द्वारा पूरी की जाने वाली शर्तें

खरीददार द्वारा निम्नलिखित शर्तों को पूरा किया जाएगा:-

3.1.1 बोली दस्तावेज:

(क) इन दिशानिर्देशों के अनुसार बोली दस्तावेज तैयार करना।

(ख) इन दिशानिर्देशों के खण्ड 17 में उल्लिखित प्रक्रिया के अनुसार इन दिशानिर्देशों और/अथवा एसबीडी से प्रारूप आरएफएस, प्रारूप पीपीए, प्रारूप पीएसए (यदि लागू हों) में यदि कोई विचलन हो, तो उसके लिए सरकार से अनुमोदन प्राप्त करना।

तथापि, स्पष्टता के प्रयोजन से, यदि खरीददार प्रारूप आरएफएस, प्रारूप पीपीए, प्रारूप पीएसए और अन्य परियोजना करारों को तैयार करते समय विस्तृत प्रावधान करता है, जो दिशानिर्देशों के अनुकूल हों, तो ऐसे विस्तृत प्रावधान इन दिशानिर्देशों से विचलन नहीं माने जाएंगे, चाहे ये विस्तृत प्रावधान दिशानिर्देशों में नहीं दिए गए हों।

3.2 आपूर्ति की शुरूआत से संबंधित व्यवस्थाएं

आरएफएस परियोजना के लिए भूमि अधिग्रहण, कनेक्टिविटी आदि के साथ-साथ उत्पादक द्वारा नियमित रिपोर्टिंग अपेक्षाओं के संबंध में अतिरिक्त लक्ष्यों को निर्दिष्ट कर सकता है और ऐसे लक्ष्य/अपेक्षाओं की गैर-अनुपालना के संबंध में शास्ति निर्दिष्ट करेगा। विद्युत की आपूर्ति की शुरूआत की निर्धारित तिथि से पूर्व भूमि की व्यवस्था और ग्रिड से कनेक्टिविटी और पहुंच (यदि लागू हो) सहित सभी संस्वीकृतियां, परमिट, अनुज्ञप्ति प्राप्त करना उत्पादक की जिम्मेदारी होगी और ऐसी संस्वीकृतियां, परमिट, अनुज्ञप्ति प्राप्त करने में विलंब के मामले में खरीददार जिम्मेदार नहीं होगा।

4. ऊर्जा सम्मिश्रण:

4.1. उत्पादक आरएफएस में यथानिर्दिष्ट मांग प्रोफाइल के निमित्त निर्धारित उपलब्धता सहित स्थिर तथा प्रेषणयोग्य आरई विद्युत की आपूर्ति करेगा। डिस्कॉम द्वारा व्यस्ततम समय की घोषणा की जाएगी और इसे आरएफएस में

विनिर्दिष्ट किया जाएगा। निर्धारित उपलब्धता की पूर्ति नहीं करने के लिए शास्ति (पेनल्टी), आपूर्ति नहीं किए गए यूनिटों की संख्या के टैरिफ के डेढ़ गुणा के बराबर होगा।

4.2 उत्पादक को विद्युत का इस प्रकार से प्रस्ताव करना होगा कि 100 प्रतिशत प्रस्तावित वार्षिक ऊर्जा आरई विद्युत के समनुरूप हो। तथापि, उत्पादक आरएफएस में निर्धारित आपूर्ति की शर्तें पूरी करने के लिए हरित बाजार स्रोतों/द्विपक्षीय करारों से वार्षिक आधार पर 5 प्रतिशत तक आरई विद्युत (ऊर्जा की दृष्टि से) प्राप्त कर सकता है।

4.3 विकासकर्ता आरई उत्पादक प्रणाली को ऊर्जा भंडारण के साथ सम्मिश्रित करेगा ताकि यह सुनिश्चित किया जा सके कि आरएफएस में निर्दिष्ट मांग प्रोफ़ाइल और आरएफएस में निर्धारित कोई अन्य कार्यनिष्पादन मानदंड के अनुसार आवश्यक उपलब्धता प्राप्त कर लिया गया है, बशर्ते आरई स्रोतों का उपयोग भंडारण प्रणाली में ऊर्जा का भंडारण करने के लिए किया गया हो।

5. टैरिफ

5.1 बोलीदाताओं द्वारा स्थिर तथा प्रेषणयोग्य आरई विद्युत की आपूर्ति के लिए एकल टैरिफ **('टैरिफ')** का उल्लेख किया जाएगा।

5.2 टैरिफ का उल्लेख डिलीवरी प्वाइंट पर किया जाएगा, जो कि सीटीयू इंटरकनेक्शन प्वाइंट पर होगा। डिलीवरी प्वाइंट तक सभी प्रभार और हानियां उत्पादक द्वारा वहन की जाएंगी।

6. बोली संरचना

6.1 **विद्युत के संदर्भ में बोलियां:** खरीददार विद्युत क्षमता (मेगावाट) के संदर्भ में बोलियाँ आमंत्रित करेगा जिसमें खरीददार द्वारा संविदा की जाने वाली कुल मात्रा का उल्लेख होगा। खरीददार आरएफएस में वार्षिक ऊर्जा के संदर्भ में न्यूनतम ऑफ-टेक निर्दिष्ट कर सकता है।

6.2 बोलीदाता, खरीददार द्वारा खरीदी जाने वाली कुल मात्रा के एक भाग के लिए उद्धृत कर सकता है। बोलीदाता द्वारा प्रस्तावित की जा सकने वाली विद्युत की न्यूनतम मात्रा कम से कम 50 मेगावाट होनी चाहिए ताकि किफायतता बनी रहे। बावजूद इसके, भूमि और पारेषण सुविधा की उपलब्धता पर उचित विचार करने के बाद, पूर्वोत्तर राज्यों, विशेष श्रेणी के राज्यों और आरई पार्कों के बाहर की परियोजनाओं तथा एसटीयू संबद्ध परियोजनाओं के मामले में बोलीदाता द्वारा प्रस्तावित की जा सकने वाली विद्युत की मात्रा छोटी रखी जा सकती है लेकिन इसका आरएफएस में पहले से स्पष्ट उल्लेख किया जाना चाहिए।

6.3 निविदा में, किसी एक बोलीदाता को बोली क्षमता का अधिकतम 50 प्रतिशत आवंटित किया जा सकता है।

6.4 **बोली मापदंड के रूप में टैरिफ:** बोली मूल्यांकन मापदंड पीपीए की संपूर्ण अवधि के लिए निर्धारित स्थिर तथा प्रेषणयोग्य आरई विद्युत की प्रति यूनिट आपूर्ति के लिए टैरिफ होगा। खरीददार बोली आमंत्रित करेगा, जिसमें बोलीदाता रुपये/किलोवाट घण्टे में टैरिफ का उल्लेख करेगा। बोलीदाता का चयन न्यूनतम उल्लिखित "टैरिफ" के आधार पर किया जाएगा। ई-रिवर्स नीलामी के बाद, न्यूनतम टैरिफ (जिसे एल 1 टैरिफ कहा गया है) का उल्लेख करने वाला बोलीदाता (जिसे एल 1 बोलीदाता कहा गया है), को उनके द्वारा प्रस्तावित विद्युत की मात्रा का आबंटन किया जाएगा। इस क्षमता का आबंटन सबसे पहले बकेट फिलिंग, अर्थात एल 1 दरों पर एल 1 बोलीदाता द्वारा उल्लिखित क्षमता के आधार पर किया जाएगा, उसके बाद, अगले न्यूनतम बोलीदाता (जिसे एल 2 बोलीदाता कहा गया है) द्वारा उल्लिखित दरों (जिसे एल2 दर कहा गया है) पर उल्लिखित क्षमता आबंटित की जा सकती है और यह प्रक्रिया आगे भी चलती रहेगी।

तथापि, केवल उन बोलीदाताओं को आबंटन किया जाएगा, जिनकी बोली आरएफएस में यथानिर्धारित एल1 टैरिफ से पूर्व-परिभाषित "श्रेणी" के अंतर्गत हो। इस प्रकार, बोलीदाताओं को टैरिफ के बढ़ते हुए क्रम में व्यवस्थित करने के बाद परियोजना क्षमताओं को केवल उन बोलीदाताओं को अवार्ड किया जाएगा, जिनकी अंतिम मूल्य की बोली, भारतीय रुपये में प्रति किलोवाट घंटे के अनुसार, "L1+x%" की श्रेणी में हो बल्कि "x" का मान सामान्यत: 2 (दो) से 5(पांच) के बीच हो और इसे आरएफएस में तय किया जाएगा।

6.5 **बोली प्रस्तुत तथा मूल्यांकन करना:**

(क) बोलीदाताओं द्वारा संघ बनाने की अनुमति होगी, जिसमें यह संघ एक प्रमुख सदस्य की पहचान करेगा, जो बोली प्रक्रिया के दौरान समस्त पत्राचार के लिए संपर्क सूत्र होगा। खरीददार संघ के प्रमुख सदस्य के लिए तकनीकी और वित्तीय मानदंड तथा साथ ही इन आवश्यकताओं का उल्लेख करेगा।

(ख) खरीददार बोलियों का मूल्यांकन करने के लिए, कम से कम तीन सदस्यों की एक समिति (मूल्यांकन समिति) गठित करेगा, जिसमें कम से कम एक सदस्य वित्तीय मामलों/बोली मूल्यांकन में विशेषज्ञ होगा।

(ग) बोलीदाताओं को तकनीकी और कीमत बोली अलग-अलग जमा करानी होगी। बोलीदाताओं को अपनी बोलियों के साथ बयाना जमा राशि (ईएमडी) के रूप में आवश्यक बोली-गारंटी जमा करानी होगी।

(घ) तकनीकी बोलियों का मूल्यांकन यह सुनिश्चित करने के लिए किया जाएगा कि प्रस्तुत की गई बोलियां आरएफएस दस्तावेज में निर्धारित पात्रता मानदंडों को मूल्यांकन मापदंडों के आधार पर पूरा करती हैं। आरएफएस दस्तावेज में उल्लिखित मूल्यांकन मानदंड को पूरा करने वाली बोलियों पर ही, कीमत बोली पर अगला मूल्यांकन करने के लिए, विचार किया जाएगा।

(ङ) प्रतिस्पर्धात्मकता सुनिश्चित करने के लिए, पात्र बोलीदाताओं की न्यूनतम संख्या दो होगी। बोली के तीन प्रयासों के बावजूद, यदि पात्र पाए गए बोलीदाताओं की संख्या दो से कम है और खरीददार फिर भी बोली प्रक्रिया जारी रखना चाहता है, तो उपयुक्त आयोग की सहमति से ऐसा किया जा सकता है।

(च) कीमत बोली को निरस्त किया जाएगा, यदि इसमें निविदा शर्तों का उल्लंघन किया गया है। कीमत बोली स्तर पर बोलीदाताओं से सामान्यतः किसी स्पष्टीकरण का अनुरोध नहीं किया जाएगा।

(छ) आरएफएस दस्तावेज में बोली के मूल्यांकन और बोलीदाता के चयन के लिए विस्तृत विवरण दिया जाएगा।

7. विद्युत क्रय करार

आरएफएस के साथ-साथ, सफल बोलीदाता के साथ किए जाने वाला प्रस्तावित प्रारूप पीपीए और प्रारूप पीएसए (यदि लागू हो) जारी किया जाएगा। इस पीपीए के भाग के रूप में शामिल किये जाने वाले मानक प्रावधानों में अन्य के साथ निम्नलिखित भी शामिल होंगे। ये प्रावधान पूरक बनाए जा सकते हैं, जब तक यहां अन्यथा उल्लिखित न किया जाए, इन्हें पीएसए में साथ-साथ आधार पर शामिल किया जाएगा।

7.1 पीपीए अवधिः पीपीए की अवधि सामान्यतः आपूर्ति की शुरूआत की तिथि (एससीएसडी) से 20 (बीस) वर्ष की अवधि के लिए होगी अथवा खरीदादर द्वारा दिए गए विस्तार की सीमा तक आपूर्ति की शुरूआत की पुनर्निर्धारित तिथि से होगी जो कि उत्पादक के नियंत्रण से बाहर है। तथापि, पीपीए की अवधि को 25 वर्ष की दीर्घ अवधि के लिए भी तय किया जा सकता है। आरएफएस दस्तावेज में पीपीए की अवधि का उल्लेख पहले से किया जाना चाहिए। विकासकर्ताओं को पीपीए अवधि की समाप्ति के बाद अपने संयंत्रों का प्रचालन करने की छूट होगी। विकासकर्ता पीपीए अवधि के दौरान अपने जोखिम और लागत पर अपने संयंत्रों का उन्नयन तथा पुनः सशक्त बना सकता है; और बाद की बोलियों में उनकी अबद्ध क्षमता की सीमा तक भाग ले सकता है।

7.2 विद्युत खरीद

(क) खरीद, विद्युत (मेगावाट) की शर्तों पर होगी। उत्पादक को, मासिक रूप से अथवा व्यस्ततम/रात के समय में, आरएफएस में निर्दिष्ट शर्तों जैसे आरटीसी/लोड प्रोफाइल/ निर्दिष्ट घंटों की संख्या की तरह खंड 4.1 में विनिर्दिष्ट शर्तों के अनुसार, आपूर्ति सुनिश्चित करनी होती है। खरीददार द्वारा आरएफएस दस्तावेजों में व्यस्ततम घंटों की संख्या को स्पष्ट रूप से पहले से विनिर्दिष्ट किया जाएगा।

(ख) यह ध्यान देने योग्य है कि बहुविध स्रोतों और/अथवा स्थानों से खरीददार द्वारा आरई विद्युत की उत्पादन समयावधि का योग, लागू हानियों को ध्यान में रखते हुए, आरएफएस अथवा पीपीए में विनिर्दिष्ट संविदा की गई क्षमता से अधिक नहीं हो सकता। तथापि, उत्पादक मौजूदा विनियमों के अनुसार, कनेक्टिविटी और पहुँच (यदि लागू हों) के लिए आवेदन कर सकता है।

(ग) आरई के बेहतर प्रचालन की अनुमति प्रदान करने के लिए, उत्पादक को किसी तीसरे पक्ष या विद्युत एक्सचेंज को खरीददार से अनापत्ति प्रमाणपत्र के बगैर संविदा की गई क्षमता से अधिक आरई विद्युत संयंत्र से विद्युत की आपूर्ति करने की अनुमति दी जाती है। उत्पादक उस विद्युत, जो खरीददार (संविदा की गई क्षमता के भीतर) को डे अहैड आधार पर प्रस्तावित की गई थी, परंतु खरीददार द्वारा अगले दिन के लिए शिड्यूल न की गई, की बिक्री, खरीददार से अनापत्ति प्रमाणपत्र की आवश्यकता के बिना किसी तीसरे पक्ष या विद्युत एक्सचेंज को कर सकेगा।

(घ) जिन विकासकर्ताओं ने पहले ही आरई संयंत्र/भंडारण संयंत्र आरंभ कर दिए है अथवा ऐसे संयंत्रों के निर्माण की प्रक्रिया में है और जिनके पास अबद्ध क्षमता है, वे भी बोली में भाग ले सकते हैं। ऐसे मामले में, उन्हें विद्युत की

आपूर्ति शुरू होने की वास्तविक तारीख और एससीएसडी के बीच की अवधि के अनुरूप पीपीए की दीर्घावधि का लाभ दिया जा सकता है।

(छ) आरएफएस में परिभाषित किए गए अनुसार, यदि आरई विद्युत उत्पादक के कारण, परियोजना की उपलब्धता में कमी के मामले में, उत्पादक, उपलब्धता में ऐसी कमी के लिए, खरीददार को शास्ति का भुगतान करने के लिए जिम्मेदार होगा। निर्धारित उपलब्धता पूरी न किए जाने के परिणामस्वरूप, आपूर्ति नहीं की गई यूनिटों की संख्या के लिए शास्ति (पेनल्टी), टैरिफ के डेढ़ गुना के बराबर होगी।

(च) गैर-निष्पादन के लिए शास्ति आरएफएस में विनिर्दिष्ट अनुसार होगी। विभिन्न क्षेत्रीय भार प्रेषण केन्द्रों (आरएलडीसी)/राज्य भार प्रेषण केन्द्रों (एसएलडीसी) (अंतःक्षेपण, हस्तक्षेप और खरीददार एसएलडीसी/आरएलडीसी सहित) पर शेड्युलिंग और उसकी पंचिंग की जिम्मेवारी केवल उत्पादक की होगी।

(ज) **विचलन समाधान तंत्र (डीएसएम):** समय अनुसूची से विचलन के लिए, मौजूदा विनियमों के अनुसार, डीएसएम (विचलन समाधान तंत्र) लागू होगा। उत्पादक पर डीएसएम प्रभारों का समाधान आरई विद्युत उत्पादक द्वारा किया जाएगा।

7.3 भुगतान सुरक्षा

पर्याप्त भुगतान सुरक्षा का प्रावधान, विद्युत (विलंब भुगतान अधिभार एवं संबंधित मामला) नियमावली, 2022 के अनुसार इसमें समय-समय पर जारी संशोधनों एवं स्पष्टीकरणों सहित, किया जाएगा। इसके अतिरिक्त, मध्यस्थ खरीददार भुगतान सुरक्षा निधि की देखभाल करेगा। विकासकर्ता को, निधि से लाभ प्राप्त करने के लिए पात्र होने हेतु, प्रति यूनिट 2 पैसे की दर से पीएसएम प्रभारों का भुगतान करने का, वचन देना होगा।

7.4 अप्रत्याशित घटना

7.4.1 पीपीए में, 'अप्रत्याशित घटना' की परिभाषा, अपवाद, प्रयोज्यता और उद्योग मानकों के अनुसार अप्रत्याशित घटना के कारण, उपलब्ध राहत के संबंध में प्रावधान शामिल रहेंगे। उत्पादक खरीददार को अप्रत्याशित घटना शुरू होने के 15 दिनों के भीतर अप्रत्याशित घटना घटित होने के बारे में सूचित करेगा और खरीददार सूचना की प्राप्ति के 15 दिनों के भीतर उसके दावे पर निर्णय लेगा।

7.5 **ऑफटेक बाध्यताओं के लिए उत्पादन मुआवजा:** खरीददार, समय-समय पर यथासंशोधित, विद्युत (मस्ट-रन विद्युत संयंत्र से विद्युत के उत्पादन का संवर्धन) नियम, 2021 के अनुसरण में, पारेषण अवसंरचना/ग्रिड की अनुपलब्धता के कारण अथवा बैकडाउन की स्थिति में, विद्युत को शिड्युल नहीं करने के लिए बाध्य हो सकता है।

7.5.1 **ग्रिड अनुपलब्धता के कारण ऑफटेक बाध्यताओं के लिए उत्पादन मुआवजा:** संयंत्र के प्रचालन के दौरान, कुछ ऐसी अवधियां हो सकती हैं जब संयंत्र विद्युत का उत्पादन तो कर सकता है, परंतु अस्थायी पारेषण अनुपलब्धता के कारण विद्युत की निकासी नहीं हो पाती है, जिसके लिए उत्पादक जिम्मेवार नहीं होता। ऐसे मामलों में, खरीददार द्वारा निम्नलिखित प्रकार से उत्पादन मुआवजे का निपटान किया जाएगा:

ग्रिड अनुपलब्धता की अवधि	उत्पादन मुआवजे के लिए प्रावधान
एक वर्ष के दौरान 175 घण्टों से अधिक की ग्रिड अनुपलब्धता, जैसा कि पीपीए में परिभाषित है।	उत्पादन मुआवजा = *((टैरिफ X प्रस्तावित आरई विद्युत (मेगावाट), जो खरीददार द्वारा शिड्यूल नहीं)) x 1000 x ग्रिड अनुपलब्धता के घण्टे* तथापि, पावर एक्सचेंज में तीसरे पक्ष की बिक्री अथवा बिक्री के मामले में, कीमत लेने वाले के रूप में, प्राप्त राशि का 95%, खर्चों में कटौती के बाद, मासिक आधार पर देय उत्पादन मुआवजे के निमित्त समायोजित किया जाएगा।

7.5.2 **घटे हुए ऑफटेक के मामले में भुगतान:** उत्पादक और खरीददार उपयुक्त आयोग द्वारा इस संबंध में जारी विनिर्देशों के अनुसार पूर्वानुमान और शिड्यूलिंग प्रक्रिया का अनुसरण करेंगे। यदि संयंत्र विद्युत आपूर्ति के लिए उपलब्ध है परंतु खरीददार द्वारा विद्युत मंत्रालय की दिनांक 3 जून, 2022 की राजपत्र अधिसूचना द्वारा

अधिसूचित "विद्युत (विलंब भुगतान अधिभार और संबंधित मामले) नियम, 2022" और इससे संबंधित किसी स्पष्टीकरण या संशोधन, की अनुपालना न होने के कारण विद्युत की आपूर्ति न होने सहित विद्युत ऑफटेक नहीं किया जाता है, तो आरई विद्युत के लिए 'मस्ट रन' स्थिति को ध्यान में रखते हुए, उत्पादक खरीददार से भुगतान के लिए निम्नलिखित तरीके से घटे हुए ऑफटेक के अनुरूप भुगतान प्राप्त करने के लिए पात्र होगा:

घटा हुआ ऑफटेक	उत्पादन मुआवजे के लिए प्रावधान
एक वर्ष के दौरान 175 घण्टों से अधिक की ग्रिड अनुपलब्धता, जैसा कि पीपीए में परिभाषित है।	**उत्पादन मुआवजा =** ***(टैरिफ X आरई विद्युत (मेगावाट), खरीददार द्वारा प्रस्तावित परंतु शिड्यूल नहीं की गई) x 1000 x घटे हुए ऑफटेक के घंटों की संख्या*** तथापि, पावर एक्सचेंज में तीसरे पक्ष की बिक्री अथवा बिक्री के मामले में, कीमत लेने वाले के रूप में, प्राप्त राशि का 95%, खर्चों में कटौती के बाद, मासिक आधार पर देय उत्पादन मुआवजे के निमित्त समायोजित किया जाएगा।

7.5.3 मुआवजे का दावा करने के लिए, उत्पादक को एक प्राइस टेकर के रुप में, पावर एक्सचेंज में अपनी विद्युत बेचनी होगी। इस प्रकार, मुआवजा, घोषित क्षमता तक, वास्तविक उत्पादन के अन्तर तक सीमित होगा, जो अधिकतम संविदा की गई क्षमता और खरीददार द्वारा शिड्यूल की गई विद्युत की मात्रा के अध्यधीन होगा।

7.6 चूक की स्थिति (इवेंट ऑफ डिफॉल्ट)

(क) एससीएसडी से छह माह से अधिक विद्युत की आपूर्ति की शुरूआत करने में विलंब के लिए, उत्पादक को चूक की घटना हुई माना जाएगा और परिणाम खंड 14.3 के अनुसार होंगे।

(ख) यदि उत्पादक आरएफएस में निर्दिष्ट अवधि के लिए निरंतर न्यूनतम उपलब्धता बनाए रखने में विफल रहता है, तो यह उत्पादक की चूक होगी और पीपीए को समाप्त करने के लिए उत्तरदायी होगी। इसके अतिरिक्त, उत्पादक निर्धारित उपलब्धता के साथ अपनी संविदात्मक क्षमता के लिए टैरिफ के 24 (चौबीस) माह के समतुल्य अथवा शेष पीपीए अवधि, जो भी कम हो, के समतुल्य हर्जाना, खरीदार को भुगतान करने के लिए उत्तरदायी होगा।

(ग) यदि उत्पादक पीपीए की शर्तों के विपरीत अपने किन्हीं अधिकारों अथवा दायित्वों का निर्वहन करता है अथवा परित्याग करता है अथवा पीपीए का परित्याग करता है, अथवा पीपीए में यथा निर्धारित किसी प्रकार के अन्य कृत्य अथवा चूक करता है तथा पीपीए में किए गए प्रावधान के अनुसार, उपचार अवधि के भीतर उपरोक्त किसी भी प्रकार का हल निकालने में असफल होता है, तो उत्पादक, खरीददार को, उसकी निर्धारित उपलब्धता के साथ संविदा की गई क्षमता के लिए टैरिफ की क्षति, 24 (चौबीस) माह के समतुल्य, अथवा पीपीए की शेष अवधि, जो भी कम हो, का भुगतान करेगा। खरीददार को अधिकार होगा कि वह किसी भी अन्य कानूनी प्रक्रिया या उपचार के उपाय पर प्रतिकूल प्रभाव डाले बिना, बैंक गारंटी, यदि कोई हो, जब्त करके उक्त राशियों की वसूली करे।

(घ) उपरोक्त अनुसार क्षतियों की वसूली के साथ-साथ, उत्पादक की चूक की स्थिति में, ऋणदाता, पीपीए में विनिर्दिष्ट प्रतिस्थापन उपबंधों तथा खरीददारों की सहमति के अनुसार प्रतिस्थापन के अधिकार का प्रयोग करने का पात्र होगा। तथापि, यदि ऋणदाता विनिर्दिष्ट अवधि के भीतर, चूककर्ता उत्पादक के प्रतिस्थापन में असफल होते है, तो खरीददार पीपीए को रद्द कर सकता है।

(ङ) यदि खरीददार/मध्यस्थ खरीददार, अन्य बातों के साथ-साथ, आरएफएस अथवा पीपीए के समापन के अनुसरण में, देय राशियों के समय पर भुगतान में विफलता सहित अन्य कारणों से चूककर्ता है, तो उत्पादक अपने विवेकानुसार पीपीए को समाप्त कर सकता है। चूककर्ता खरीददार उत्पादक को, 24 (चौबीस) माह अथवा शेष पीपीए अवधि, जो भी कम हो, के समतुल्य हर्जाना उसकी संविदा की गई क्षमता के लिए निर्धारित उपलब्धता के साथ शुल्क का भुगतान करेगा।

7.7 विधि/विनियम में परिवर्तन

विधि में परिवर्तन संबंधी प्रावधान विद्युत मंत्रालय की दिनांक 22 अक्तूबर, 2021 की अधिसूचना द्वारा अधिसूचित विद्युत (विधि में परिवर्तन के कारण लागतों की समय पर वसूली) नियम, 2021 के अनुसार होंगे जिसमें समय-समय पर जारी संशोधनों एवं स्पष्टीकरण भी शामिल होंगे।

8. बोली प्रक्रिया

8.1 खरीददार/मध्यस्थ खरीददार एकल चरण, दो भाग (तकनीकी बोली एवं वित्तीय बोली) को अपनाते हुए बोलियां आमंत्रित करेगा, बोली प्रक्रिया इलेक्ट्रॉनिक पद्धति (ई-बोली) के माध्यम से संचालित की जाएगी। तकनीकी बोली पहले खोली जाएगी। वित्तीय बोली केवल उन्हीं बोलीदाताओं की खोली जाएगी जो तकनीकी बोली में अर्ह पाए जाएंगे। सफल ट्रैक रिकॉर्ड तथा पर्याप्त सुरक्षा और गोपनीयता की विशेषताओं वाले ई-प्रोक्योरमेंट प्लेटफॉर्म का उपयोग किया जाएगा।

8.2 खरीददार उत्पादकों को, इन दिशानिर्देशों के अनुसार, थर्मल विद्युत से परिपूरित आरई विद्युत संयंत्रों की संस्थापना तथा ऊर्जा भंडारण प्रणाली सहित आरई विद्युत की आपूर्ति हेतु आरएफएस में भाग लेने के लिए आमंत्रित करेगा।

8.3 विकासकर्ता, जिन्होंने पहले ही क्षमता संस्थापित कर ली है अथवा जिनके पास अतिरिक्त अवद्ध क्षमता है, वे भी इस बोली में भाग ले सकते हैं।

8.4 खरीददार द्वारा, आरएफएस तथा ममौदा पीपीए सहित बोली दस्तावेज को, इन दिशानिर्देशों तथा एसबीडी के अनुरूप, तैयार किया जाएगा।

8.5 खरीददार इसके व्यापक प्रचार के लिए कम से कम दो राष्ट्रीय समाचार पत्रों में तथा अपनी वेबसाइट में आरएफएस नोटिस प्रकाशित करेगा।

8.6 खरीददार प्रत्याशित बोलीदाताओं के लिए बोली-पूर्व कॉन्फ्रेंस का अवसर प्रदान करेगा तथा किसी भी बोलादाता के लिए निविदा दस्तावेजों की लिखित व्याख्या उपलब्ध कराएगा जिसे सभी अन्य बोलीदाताओं को भी उपलब्ध कराया जाएगा। सभी सम्बद्ध पार्टियां पूरी तरह लिखित पत्राचार पर ही भरोसा करेंगी। बोली दस्तावेजों से संबंधित किसी प्रकार का स्पष्टीकरण या संशोधन को पर्याप्त जानकारी हेतु खरीददार की वेबसाइट पर अपलोड किया जाएगा। बोली दस्तावेजों के संबंध में किसी भी तरह के संशोधन का या सुधार किए जाने पर बोलीदाताओं को बोलियाँ प्रस्तुत करने के लिए तब से कम से कम 7 (दिनों) का समय दिया जाएगा।

9. चयन के लिए अनुरोध (आरएफएस) दस्तावेज

आरएफएस दस्तावेज में खरीददार द्वारा किए जाने वाले मानक प्रावधानों में निम्नलिखित शामिल होंगे और उनमें उपयुक्त रूप से विस्तार किया जा सकता है:

9.1 बोली उत्तरदायित्वता

बोली का मूल्यांकन केवल तभी किया जाएगा जब वह उत्तरदायी हो और अन्य बातों के साथ-साथ निम्नलिखित शर्तें पूरी करती हो।

(क) बोलीदाता या उसका कोई भी सहयोगी किसी भी ऋणदाता का जान-बूझकर चूककर्ता न रहा हो।

(ख) किसी भी कंसोर्टियम सदस्य और उसके किसी भी सहयोगी सहित किसी भी बोलीदाता तथा उसके किसी भी सहयोगी, उनके निदेशकों को, भारत में किसी भी सरकारी एजेंसी अथवा प्राधिकरणों द्वारा, बोलीदाता अथवा सदस्यों के अधिकार क्षेत्र की सरकार द्वारा, जहां लागू हो अथवा उनके व्यवसाय के मूल स्थान के अधिकार क्षेत्र में, कोई भी अंतर्राष्ट्रीय वित्तीय संस्थान जैसे कि विश्व बैंक समूह, एशियन डेवलेपमेंट बैंक, अफ्रीकन डेवलेपमेंट बैंक, इंटर-अमेरिकन डेवलेपमेंट बैंक, एशियन इंफ्रास्ट्रक्चर इंवेस्टमेंट बैंक आदि या संयुक्त राष्ट्र या इसका कोई भी एजेंसियों को वर्जित अथवा ब्लैक लिस्ट में शामिल नहीं किया जाना चाहिए।

9.2 बोलीदाताओं द्वारा पूरी की जाने वाली आवश्यक योग्यता

9.2.1 तकनीकी मानदंड:

सरकार भागीदारी बढ़ाकर प्रतिस्पर्धा को प्रोत्साहित करना चाहेगी। तथापि, परियोजनाओं का यथोचित कार्यान्वयन सुनिश्चित करने के लिए खरीददार बोलीदाताओं के पिछले अनुभव आदि जैसे तकनीकी मानदंड का उल्लेख कर सकता है। ऐसे परियोजना विकासकर्ताओं, जिनके द्वारा मानदंड पूरे किए जाने की संभावना हो, की संख्या के मूल्यांकन के बाद ऐसे मानदंड तय किए जाने चाहिएं ताकि प्रतिस्पर्धा का समुचित स्तर हासिल किया जा सके।

9.2.2 वित्तीय मानदंड

(क) निवल मूल्य

i). खरीददार आवश्यक योग्यता के भाग के रूप में निवल मूल्य में वित्तीय मानदंड का उल्लेख करेगा। यह विचार करते हुए कि विकासकर्ता स्थिर और प्रेषणयोग्य विद्युत की आपूर्ति के लिए जिम्मेदार है, अतः निवल मूल्य की आवश्यकता अनुमानित "आरई परियोजना" लागत का कम से कम 20 प्रतिशत (बीस प्रतिशत) अथवा आरएफएस में विनिर्दिष्ट कोई अन्य मापदंड होना चाहिए।

ii). उपरोक्त प्रयोजन के लिए विचार किए जाने वाला निवल मूल्य बोलीदाता कंपनी या संघ (कंसोर्टियम) का संचयी निवल मूल्य होगा, जिसमें बोलीदाता (ओं) की ऐसी सहायक कंपनियों का निवल मूल्य शामिल होगा ताकि आरएफएस दस्तावेज के अनुसार, बोलीदाता (ओं) के ऐसा करने में विफल होने पर अपेक्षित इक्विटी वित्तपोषण और कार्यनिष्पादन बैंक गारंटियां दी जा सकें।

iii). यह स्पष्ट किया जाता है कि इस खंड के लिए विचार किए जाने वाले निवल मूल्य की गणना कंपनी अधिनियम के अनुसार की जाएगी।

(ख) लिक्विडिटी

यह आवश्यक है कि बोलीदाता के पास परियोजना के लिए आवश्यक निधि की व्यवस्था करने के लिए पर्याप्त नकदी (नकद प्रवाह)/आंतरिक प्राप्तियां है। तदनुसार, खरीददार वार्षिक टर्नओवर, आंतरिक संसाधन जुटाने, बोली लगाने की क्षमता इत्यादि जैसे उपयुक्त मापदंडों का भी उल्लेख कर सकता है।

9.3 बयाना जमा राशि (ईएमडी) की मात्रा

खरीददार बोलीदाताओं द्वारा प्रस्तुत की जाने वाली बैंक गारंटी/भुगतान वचन पत्र/कॉर्पोरेट गारंटी के रूप में बयाना जमा राशि (ईएमडी) की मात्रा, जो आरई परियोजना की अनुमानित पूंजी लागत के 2 प्रतिशत के कम नहीं होगा अथवा आरएफएस में विनिर्दिष्ट कोई अन्य मापदंड होगा। निर्धारित समय अवधि के भीतर पीपीए का निष्पादन करने में उत्पादक की विफलता के कारण, इन दिशानिर्देशों में यथा परिभाषित, ईएमडी की जब्ती या डिबारिंग (निषेध) आदि की जाएगी।

9.4 विदेशी बोलीदाताओं द्वारा एफडीआई कानूनों का अनुपालन

यदि किसी विदेशी कंपनी को सफल बोलीदाता के रूप में चुना जाता है, तो वह भारत में विदेशी प्रत्यक्ष निवेश से संबंधित सभी कानूनों और प्रावधानों का पालन करेगी।

10. बोली प्रक्रिया के लिए सूचक समय सारणी

10.1 बोली प्रक्रिया में आरएफएस दस्तावेजों को जारी करने और बोली प्रस्तुत करने की अंतिम तिथि के बीच 22 (बाइस) दिनों की न्यूनतम अवधि दी जाएगी। बोली प्रक्रिया के लिए सूचक समय-सारिणी नीचे दी गई है:-

बोली प्रक्रिया के लिए सूचक समय-सारणी		
क्र.सं.	कार्य वृतांत	शून्य तिथि से व्यतीत समय
1	दस्तावेज चयन के लिए अनुरोध (आरएफएस) जारी करने, परियोजना विशिष्ट मसौदा विद्युत खरीद करार व अन्य मसौदा करार परियोजना और विद्युत बिक्री करार (पीएसए), यदि लागू हो, की तारीख	शून्य तारीख
2	बोली स्पष्टीकरण, सम्मेलन, स्थल सहित परियोजना के सभी विशिष्ट विवरण	**

	साझा करने के लिए ऑनलाइन डेटा" कक्ष खोलना, यदि खरीददार द्वारा उल्लेख किया गया हो, और आरएफएस में संशोधन करना।	
3	आरएफएस बोली प्रस्तुत करना	22 दिन
4	तकनीकी बोलियों का मूल्यांकन	64 दिन
5	वित्तीय बोलियों का मूल्यांकन और ई-रिवर्स नीलामी करना	99 दिन
6	आशय पत्र [लेटर ऑफ अवार्ड (एलओए)] जारी करना	110 दिन
7	पीपीए और पीएसए पर हस्ताक्षर (यदि लागू हो)	140 दिन

***आरएफएस दस्तावेज में किसी बदलाव के मामले में, खरीददार इन दिशानिर्देशों के खंड 8.5 के अनुसार बोलीदाताओं को अतिरिक्त समय देगा।*

नोट: यह स्पष्ट किया जाता है कि यदि खरीददार बोली प्रक्रिया में किसी भी कार्य के लिए अधिक समय लगाता है, तो उस कार्य से पहले पूरे होने वाली आवश्यक गतिविधियां रोकने में विलंब के कारण या किसी अन्य कारण से इस तरह के विस्तार को किसी भी तरह से इन दिशानिर्देशों से अलग नहीं माना जाएगा।

10.2 सामान्य परिस्थितियों में, बोली प्रक्रिया 110 (एक सौ दस) दिनों की अवधि में पूरी हो जानी चाहिए।

11. संविदा अवार्ड करना और समाप्त करना

11.1 पीपीए पर सफल बोलीदाता/परियोजना कंपनी या सफल बोलीदाता द्वारा स्थापित एसपीवी के हस्ताक्षर होंगे।

11.2 आरएफएस बोलियों के मूल्यांकन के लिए खरीददार एक समिति का गठन करेगा। बोली प्रक्रिया के निष्कर्ष के बाद आरएफएस बोलियों के मूल्यांकन के लिए गठित मूल्यांकन समिति, गंभीरतापूर्वक गुणदोष की दृष्टि से बोलियों का मूल्यांकन करेगी और उपयुक्त रूप से यह प्रमाणित करेगी कि बोली प्रक्रिया और मूल्यांकन आरएफएस के प्रावधानों के अनुरूप किए गए हैं। मूल्यांकन प्राधिकारी को स्वयं यह संतुष्टि होनी चाहिए कि चयनित प्रस्ताव युक्तिसंगत तथा आवश्यकता के अनुरूप है। यदि अंकित दरें मौजूदा बाजार की कीमतों के अनुसार नहीं हैं, तो मूल्यांकन समिति को सभी मूल्य की बोलियां रद्द करने का अधिकार होगा।

11.3 पारदर्शिता के प्रयोजन से, खरीददार, पीपीए के निष्पादन के बाद, सार्वजनिक रूप से सफल बोलीदाता (ओं) के नामों और घटकों के ब्यौरे, यदि कोई हों, के साथ उनके द्वारा अंकित टैरिफ का खुलासा करेगा। यह सार्वजनिक खुलासा कम-से-कम 30 दिनों के लिए खरीददार की वेबसाइट पर डालकर किया जाएगा।

11.4 अधिनियम के प्रावधानों के अध्यधीन, वितरण लाइसेंसधारक या मध्यस्थ खरीददार, इन दिशानिर्देशों के अनुसार आयोजित पारदर्शी प्रतिस्पर्धी बोली प्रक्रिया में ई-रिवर्स नीलामी या अन्य के माध्यम से टैरिफ की प्रस्तुति के 15 (पंद्रह) दिनों के अंदर अधिनियम की धारा 63 के अंतर्गत, प्रस्तुत टैरिफ लागू करने के लिए समुचित आयोग से संपर्क करेगा।

11.5 यदि वितरण लाइसेंसधारक या मध्यस्थ खरीददार जैसा भी मामला हो, अधिनियम की धारा 63 के अंतर्गत, टैरिफ लागू करने के लिए उपयुक्त आयोग से संपर्क करता है, तो इस प्रकार के अनुरोध के साठ दिनों के भीतर या विद्युत बिक्री करार (पीएसए) की तिथि से 120 (एक सौ बीस) दिनों के भीतर जो भी अधिक हो, उपयुक्त आयोग द्वारा निर्णय नहीं लिया जाता है, तो खरीददार उपयुक्त आयोग द्वारा इसे लागू करने/अनुमोदित करने में इस प्रकार के अनुरोध के (60 (साठ) से अधिक दिनों के विलय अथवा विद्युत बिक्री करार (पीएसए) 120 (एक सौ बीस) दिनों से अधिक के विलम्ब, जो भी अधिक हो, के अनुसार उत्पादक को लागू करने के एसएसीएसडी में उचित विस्तार करेगा।

12. बैंक गारंटी/कॉर्पोरेट गारंटी/ भुगतान आदेश पत्र /वचन पत्र

खरीददार को, उत्पादक को आरएफएस की शर्तों में भुगतान करने के लिए निम्नलिखित बैंक गारंटी/कॉर्पोरेट गारन्टी/वचन पत्र देना होगा।

12.1 **खंड 9.3 के अनुसार बयाना जमा राशि (ईएमडी)**, आरएफएस की प्रतिक्रिया सहित निम्नलिखित रूप में प्रस्तुत की जाएगी:

क) बैंक गारंटी (गारंटियां);

या

ख) भारतीय अक्षय ऊर्जा विकास संस्था (इरेडा)/ पावर फाइनेंस कॉर्पोरेशन लि. (पीएफसी)/आरईसी लि. (आरईसी) से, आरएफएस के संदर्भ में, आरई विद्युत उत्पादक के चूक करने की स्थिति में भुगतान करने के लिए "भुगतान आदेश पत्र/वचन पत्र।

"भुगतान आदेश पत्र" *का तात्पर्य भारतीय अक्षय ऊर्जा विकास संस्था लिमिटेड (इरेडा) या पावर फाइनेंस कॉर्पोरेशन लिमिटेड (पीएफसी) या आरईसी लिमिटेड (आरईसी) [नवीन और नवीकरणीय ऊर्जा मंत्रालय (एमएनआरई) विद्युत मंत्रालय (एमओपी) के अंतर्गत तीन गैर-बैंकिंग वित्तीय संस्थान] से निविदा शर्तों/विद्युत क्रय करार (पीपीए) के संदर्भ में उत्पादक से हुई चूक की स्थिति में भुगतान करने के लिए, वचन पत्र से है। इस तरह के पत्र (पत्रों) का प्रभाव किसी भी सार्वजनिक क्षेत्र के बैंक द्वारा जारी बैंक गारंटी के समान होगा। इस तरह के भुगतान आदेश पत्र में किसी भी सार्वजनिक क्षेत्र के बैंक द्वारा रखी गई बैंक गारंटी की समान नियम और शर्तें होंगी और निर्धारित समय के भीतर खरीददार को भुगतान करने का वादा किया जाएगा। उपरोक्त तीन गैर-बैंकिंग वित्तीय संस्थानों (इरेडा, पीएफसी और आरईसी) को विधिवत् प्रतिभूति प्रदान करके उत्पादक ऐसे पत्र (पत्रों) की मांग कर सकते हैं। खरीददार इरेडा, पीएफसी और आरईसी को छोड़कर किसी भी अन्य गैर-बैंकिंग वित्तीय संस्थानों या बैंक से उपरोक्त या कोई अन्य "वचन पत्र" दस्तावेज स्वीकार नहीं करेगा।*

12.2 **निष्पादन गारंटी (पीबीजी)** खरीददार द्वारा निर्धारित की जाएगी, लेकिन यह ऐसे वित्तीय वर्ष जिसमें बोलियां आमंत्रित की जाती हैं, अनुमानित आरई परियोजना लागत का 5 प्रतिशत (पांच प्रतिशत) से कम नहीं होना चाहिए अथवा आरएफएस में विनिर्दिष्ट कोई अन्य मापदंड के अनुसार होनी चाहिए जिसे पीपीए पर हस्ताक्षर करने के समय निम्नलिखित तरीके से प्रस्तुत किया जाना है:

(क). बैंक गारंटी (गारंटियां);

या

(ख). भारतीय अक्षय ऊर्जा विकास संस्था (इरेडा)/पावर फाइनेंस कॉर्पोरेशन लिमिटेड (पीएफसी) और आरईसी लिमिटेड (आरईसी) में, विद्युत क्रय करार (पीपीए) के संदर्भ में आरई विद्युत उत्पादकों की चूक की स्थिति में भुगतान करने के लिए "भुगतान आदेश पत्र/वचन पत्र";

12.3 अन्य सुधारों के साथ-साथ, यह पीबीजी (या इन दिशानिर्देशों के अनुसार प्रदत्त कोई विकल्प) पीपीए के संदर्भ में उत्पादक की किन्हीं क्षतियों/देय राशियों की वसूली के लिए भुनाई जा सकती है। इसके द्वारा यह स्पष्ट किया जाता है कि पीपीए के अंतर्गत उत्पादक की चूक होने पर पीबीजी को भुनाकर मध्यस्थ खरीददार द्वारा प्राप्त की गई क्षतियों/देय राशियों को इन दिशानिर्देशों के खंड 7.3 के अंतर्गत मध्यस्थ खरीददार द्वारा प्रबंध किए जाने वाले भुगतान सुरक्षा कोष में जमा किया जाएगा। पीबीजी (या इन दिशानिर्देशों के अनुसार उपलब्ध विकल्प) परियोजना के एससीएसडी के 45 दिनों के अंदर उत्पादक को वापस कर दिए जाएंगे। विद्युत की आपूर्ति के आंशिक रूप से चालू करने के मामले में, ऐसी आंशिक क्षमता के अनुसार पीबीजी 45 दिनों के अंदर वापस की जाएगी।

12.4 खरीददार "निष्पादन बैंक गारंटी (पीबीजी)" के रूप में उत्पादक द्वारा प्रस्तुत बैंक गारंटियों को अवमुक्त कर सकता है, यदि उत्पादक भारतीय अक्षय ऊर्जा विकास संस्था लिमिटेड (इरेडा) या पावर फाइनेंस लिमिटेड (पीएफसी) या आरईसी लिमिटेड (आरईसी) से विद्युत क्रय करार (पीपीए) के संदर्भ में उत्पादक की चूक की स्थिति में भुगतान करने के लिए इसके स्थान पर भुगतान आदेश पत्र/वचन पत्र देने में सक्षम हो। उत्पादक कार्यान्वयन एजेंसियों के पास पहले से रखी उनकी बैंक गारंटियों को बदलवाने के लिए उपरोक्त तीन गैर-बैंकिंग वित्तीय संस्थानों (इरेडा, पीएफसी और आरईसी) को समुचित प्रतिभूति प्रदान करके ऐसे पत्र की मांग कर सकता है।

13. प्रमोटर द्वारा शेयरधारिता

13.1 सफल बोलीदाता, यदि वह एकल कंपनी है तो, यह सुनिश्चित करेगा कि एसपीवी/पीपीए निष्पादित करने वाली परियोजना कंपनी में उसकी हिस्सेदारी, खरीददार की पूर्व स्वीकृति के अलावा, एससीएसडी से 1 (एक) वर्ष से पूर्व किसी भी समय, 51% (इक्यावन प्रतिशत) से कम नहीं होगी। यदि सफल बोलीदाता एक संघ है, तो खरीददार की पूर्व सहमति के अलावा एसपीवी/पीपीए का निष्पादन करने वाली कंपनी में समूह के सदस्यों की

संयुक्त हिस्सेदारी एससीएसडी से 1 (एक) वर्ष पूर्व किसी भी समय 51% से कम नहीं होगी। इसके अलावा, सफल बोलीदाता यह सुनिश्चित करेगा कि उसके प्रमोटर खरीददार की पूर्व अनुमति के अलावा एससीएसडी से 1 (एक) वर्ष तक बोली लगाने वाली कंपनी/समूह का नियंत्रण[2] नहीं छोड़ेंगे। ऐसे मामले में यह भी आवश्यक होगा कि सफल बोलीदाता खरीददार के साथ पीपीए पर हस्ताक्षर करने से पूर्व अपने प्रमोटरों तथा उनकी शेयरधारिता के बारे में जानकारी प्रदान करे।

13.2 एससीएसडी से 1 (एक) वर्ष की समाप्ति के बाद शेयरधारिता में किसी प्रकार के बदलाव को खरीददार को सूचना देकर किया जा सकता है।

13.3 यदि उत्पादक ऋणदाता (ओं) के समक्ष चूक करे, तो ऋणदाता खरीददारों की सहमति से "प्रमोटर का प्रतिस्थापन" करने के हकदार होंगे।

[अभिव्यक्ति 'नियंत्रण' का तात्पर्य, प्रत्यक्ष या अप्रत्यक्ष रूप से ऐसी कंपनी के 50% (पचास प्रतिशत) से अधिक वोटिंग शेयरों का स्वामित्व या अधिकतर निदेशकों को नियुक्त करने का अधिकार होगा।]

14. विद्युत की आपूर्ति का आरंभ

14.1 आरई परियोजना और खरीददार/मध्यस्थ खरीददार के बीच विद्युत क्रय करार स्पष्ट रूप से एससीएसडी और आपूर्ति की मात्रा को दर्शाएगा।

14.2. आपूर्ति समय की शुरुआत:

(क). परियोजनाएं सामान्यतः विद्युत की आपूर्ति निम्नानुसार अवधि में शुरु की जाएंगी:-

i. 1000 मेगावाट से कम आकार की परियोजना के लिए, विद्युत क्रय करार के निष्पादन की तिथि से 24 (चौबीस) माह;

ii. 1000 मेगावाट से बड़ी आकार की परियोजना के लिए, विद्युत क्रय करार निष्पादन की तिथि से 30 (तीस) माह;

(ख). तथापि, यदि किसी भी कारणवश, एससीएसडी अवधि को इन दिशानिर्देशों में की गई व्यवस्था से कम अथवा उच्चतर रखने की आवश्यकता है, तो खरीददार ऐसा कर सकता है।

(ग). यह मान लिया गया है कि इन दिशानिर्देशों के खंड 11.5 के संदर्भ में, उपयुक्त आयोग द्वारा ऐसी प्रस्तुति के 60 दिनों या विद्युत विक्रय करार (पीएसए) की तिथि से 120 दिनों, जो भी अधिक हो, के भीतर टैरिफ को अपनाया जाएगा। तथापि, इन दिशानिर्देशों में निहित किसी बात के बावजूद, उपयुक्त आयोग द्वारा टैरिफ को अपनाने में कोई देरी, जो प्रस्तुति के 60 दिन से ज्यादा या पीएसए के 120 दिन से ज्यादा, जो भी अधिक हो, के कारण एससीएसडी में तदनुसार विस्तार किया जाएगा।

14.3. विद्युत आपूर्ति की शुरुआत में विलंब:

एससीएसडी के बाद, विद्युत आपूर्ति की शुरुआत में विलंब की स्थिति में उत्पादक पर शास्तियां लगाई जाएंगी, जिसका विवरण नीचे दिया गया है:

(क) एससीएसडी से 6 (छह) माह तक विद्युत की आपूर्ति शुरु करने, प्रतिदिन आधार पर और संविदा की गई क्षमता के अनुपात में निष्पादन बैंक गारंटी (पीबीजी), या वैकल्पिक साधनों के नकदीकरण में विलंब होने पर

(ख) एससीएसडी से छह माह के बाद से विद्युत की आपूर्ति शुरु करने में विलंब के लिए, निम्नलिखित लागू होगा:

(i) संविदा की गई क्षमता उस परियोजना क्षमता तक घटाई जाएगी जिसने एससीएसडी +6 (छह) माह की अवधि के भीतर विद्युत की आपूर्ति शुरु कर दी है। शेष संविदा की गई क्षमता के लिए पीपीए, जिसने विद्युत की आपूर्ति शुरु नहीं की है, समाप्त हो जाएगा।

(ii) आरई विद्युत उत्पादक को किसी भी खरीददार अथवा किसी मध्यस्थ खरीददार द्वारा जारी बोलियों में भाग लेने से निम्नलिखित अवधि के लिए वंचित किया जाएगा:

(क) प्रथम चूक के मामले में एक वर्ष के लिए

(ख) द्वितीय तथा तदेतर चूक के लिए 2 वर्ष से अधिक तथा तीन वर्ष से कम के लिए

14.4 विद्युत की आपूर्ति की आंशिक शुरुआत

परियोजना की विद्युत की आपूर्ति की आंशिक शुरुआत, खरीददार द्वारा, इस शर्त के अध्यधीन स्वीकार की जाएगी कि पहले और बाद के हिस्से की स्वीकृति के लिए न्यूनतम क्षमता 50 मेगावाट होगी (अंतिम भाग शेष संविदा की गई क्षमता के साथ), बिना उस हिस्से पर पीपीए के संदर्भ में जुर्माना लगाने का पूर्वाग्रह जिसने अभी तक विद्युत की आपूर्ति शुरू नहीं की है। तथापि, विद्युत की आपूर्ति आंशिक रूप से शुरू होने के कारण एसमीएसडी में परिवर्तन नहीं होगा। विद्युत की आंशिक या पूर्ण आपूर्ति की तारीखों के बावजूद, पीपीए, बोली में निर्दिष्ट अवधि के लिए, लागू रहेगा।

14.5 पीपीए के बाहर एकल घटक से विद्युत की आपूर्ति की शीघ्र शुरुआत

कई परियोजना घटकों के मामले में और यदि एक या अधिक ऐसे घटक (पवन, सौर या अन्य आरई विद्युत उत्पादन करने वाली प्रणाली) ग्रिड में विद्युत अंतःक्षेपण के तैयार हैं, लेकिन शेष घटक विद्युत की आपूर्ति शुरू करने में असमर्थ हैं, तो उत्पादक को ऐसे घटक से विद्युत की आपूर्ति शुरू करने की अनुमति दी गई है जो पीपीए के कार्यक्षेत्र से बाहर तैयार है, जिसमें अंतिम खरीददार को उस विद्युत के लिए मनाही करने का पहला अधिकार होगा। अंतिम खरीददार द्वारा उस विद्युत की मनाही के बाद, मध्यस्थ खरीददार के पास मनाही का अधिकार होगा। यदि खरीददार/मध्यस्थ खरीददार पीपीए से बाहर इस प्रकार के अलग घटक (घटकों) को खरीदने का निर्णय लेते हैं, तो इस प्रकार की विद्युत लागू संविदा वर्ष के लिए पीपीए के 50% तक के टैरिफ पर खरीदी जाएगी अथवा इस संबंध में विशिष्ट प्रावधान निविदा दस्तावेजों में विनिर्दिष्ट किए जाएंगे।

15. पारेषण कनेक्टिविटी

15.1 जीएनए विनियम के अंतर्गत आईएसटीएस नेटवर्क में पारेषण कनेक्टिविटी प्राप्त करने की जिम्मेदारी उत्पादक की होगी और यह उत्पादक की लागत पर होगा।

15.2 मीटरिंग संबंधी बिंदु, वे बिंदु होते हैं जिन पर खरीददार को आपूर्ति की जाने वाली ऊर्जा को मापा जाएगा, वे सीटीयू/एसटीयू सब-स्टेशन के कम वोल्टेज निरूपित करेंगे। आरई पार्कों के मामले में, मीटरिंग संबंधी बिंदु आईएसटीएस पूलिंग स्टेशन हैं, जिसके साथ सभी पूलिंग सब-स्टेशनों से आंतरिक पारेषण को जोड़ा जाता है। व्हीलिंग प्रभारों और परियोजना तथा मीटरिंग संबंधी बिंदु के बीच की क्षतियों सहित सभी खर्च का भुगतान उत्पादकों द्वारा खरीददार से किसी प्रकार की प्रतिपूर्ति के बगैर किया जाएगा। मीटरिंग संबंधी बिंदु से आगे पारेषण और वितरण के संबंध में व्हीलिंग प्रभारों और क्षतियों सहित सभी खर्च का वहन आयोग द्वारा समय-समय पर अधिसूचित विनियम के अनुसार खरीददार द्वारा किया जाएगा।

16. तकनीकी विशिष्टताएं

परियोजनाओं से आपूर्ति के समय पर आरंभ करने और प्रौद्योगिकी संबंधी जोखिमों को कम करने के लिए खरीददार वाणिज्यिक रूप से सुस्थापित और प्रचालनात्मक प्रौद्योगिकियों को बढ़ावा देगा। चयन की जाने वाली सौर पीवी/पवन/हाइब्रिड विद्युत परियोजनाओं के लिए, विस्तृत तकनीकी मापदंड, एमएनआरई द्वारा, समय-समय पर, निर्दिष्ट किए गए अनुसार होंगे।

17. दिशानिर्देशों में परिभाषित प्रक्रिया से विचलन

इन दिशानिर्देशों का उद्देश्य प्रक्रियाओं में मानकीकरण एवं एकरूपता लाना है ताकि खरीदारी में सत्यता और पारदर्शिता हो। इस तरह, इन दिशानिर्देशों का बोली प्रक्रिया में सख्ती से पालन किए जाने की आवश्यकता है और विद्युत अधिनियम की धारा 63 के अंतर्गत ऊर्जा भंडारण प्रणाली के साथ ग्रिड-संबद्ध नवीकरणीय ऊर्जा (आरई) विद्युत परियोजनाओं से स्थिर तथा प्रेषणयोग्य आरई विद्युत की खरीद के लिए, किसी भी बोली को, इन दिशानिर्देशों के विपरीत, जारी नहीं किया जाएगा। तथापि, यदि खरीददार के लिए इन दिशानिर्देशों से/या एसबीडी से विचलन आवश्यक हो जाता है, तो यह बोली प्रक्रिया की शुरुआत होने से पूर्व ही उपयुक्त आयोग द्वारा अनुमोदन के अध्यधीन होगा। उपयुक्त आयोग, ऐसी याचिका दायर करने के 60(साठ) दिनों के यथोचित समय के भीतर बोली दस्तावेजों को अनुमोदित करेगा या उनमें संशोधन की जरूरत बताएगा।

18. विवाद समाधान

इस स्थिति में, यदि सीईआरसी उपयुक्त आयोग है, तो टैरिफ में बदलाव का दावा करने या कोई टैरिफ निर्धारित करने या किसी टैरिफ संबंधी मामले या ऐसे मामले, जिनसे आंशिक रूप से या पूर्ण रूप से टैरिफ में बदलाव हो सकते हैं, के संबंध में विवाद होने पर सीईआरसी द्वारा फैसला किया जाएगा। अन्य सभी विवादों का समाधान

सरकार द्वारा स्थापित विवाद निवारण समिति द्वारा किया जाएगा, ऐसा न होने पर भारतीय मध्यस्थता एवं समाधान अधिनियम, 1996 के अंतर्गत किया जाएगा। यदि एसईआरसी/जेईआरसी उपयुक्त आयोग हो, तो सभी विवादों पर एसईआरसी/जेईआरसी द्वारा निर्णय किया जाएगा अथवा एसईआरसी/जेईआरसी द्वारा मध्यस्थता के लिए भेजा जाएगा।

19. दिशानिर्देशों के बारे में स्पष्टीकरण और संशोधन

यदि इन दिशानिर्देशों के प्रावधानों को लागू करने में या दिशानिर्देशों की व्याख्या में या दिशानिर्देशों के संशोधन में किसी प्रकार की परेशानी उत्पन्न होती है, तो नवीन एवं नवीकरणीय ऊर्जा मंत्री के अनुमोदन से विद्युत मंत्रालय ऐसा करने के लिए सशक्त है। इस संबंध में निर्णय सभी संबंधित पक्षों पर बाध्यकारी होगा।

20. नवीकरणीय/भंडारण क्रय बाध्यता (आरपीओ)

इस स्कीम के अंतर्गत खरीदे गए नवीकरणीय ऊर्जा उपकरण [आरई स्रोतों के साथ चार्ज की गई ऊर्जा भंडारण प्रणाली ईएसएस) सहित] आरपीओ अनुपालना के पात्र होंगे। यदि आरई विद्युत में पवन, हाइड्रो और अन्य आरपीओ घटक हैं, तो हाईब्रिड संयंत्रों के मामले में अपनाए गए सिद्धांत के अनुसार पवन, हाइड्रो और अन्य आरपीओ के बीच विभाजन होगा। परियोजना में उपयोग की गई ईएसएस क्षमता का उपयोग भारत सरकार के आदेशों अथवा अधिसूचनाओं के अनुसार भंडारण विद्युत दायित्वों को पूरा करने के लिए किया जा सकता है।

21. आईएसटीएस शुल्क और हानियां

विद्युत के पारेषण के संबंध में आईएसटीएस शुल्क और हानियां, जिसमें आरई विद्युत के लिए छूट सम्मिलित है, मौजूदा वर्तमान नियमों और विनियमनों के अनुसार होंगी।

हेमन्त कुमार पाण्डेय, मुख्य अभियंता

MINISTRY OF POWER

RESOLUTION

New Delhi, the 9th June, 2023

Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems

No. 23/03/2023-R&R

1. INTRODUCTION

1.1. Background

1.1.1. In order to facilitate development of grid connected solar power, the first phase of National Solar Mission provided for a scheme of "bundling" wherein, the then relatively expensive solar power was bundled with cheaper thermal power from the unallocated quota of the Government of India (Ministry of Power), generated by NTPC coal-based stations.

1.1.2. With the intervention of Government of India, the risks associated with solar and wind power sector have been brought down through measures as advance arrangement of land and evacuation through solar parks, green energy corridors, a secure and standardized Power Purchase Agreement (PPA) for 25 years with elaborate mechanism for risk apportionment and compensations, payment security, etc.

1.1.3. Such de-risking of renewable energy (RE) sector, coupled with advancement of technologies and economies of scale has resulted in bringing down the tariffs in solar and wind power sector thereby aiding in rapid deployment of solar and wind capacity in the country.

1.1.4. However, the intermittent and variable nature of renewable energy and low-capacity utilization of the transmission system needs to be addressed. The problem will get pronounced with the addition of large-scale renewable capacity. In order to manage the infirm nature of power, electricity distribution companies (DISCOMs) are procuring balancing power to provide grid stability and meeting their requirements during hours /periods of non-availability of renewable energy (RE).

1.1.5. The developments in renewable energy sector, an increased demand for 'green power' and a vision for realising 'true' energy independence for the country, present a case for supply of round-the-

clock/demand based renewable power to the distribution companies(DISCOMs). Such power shall have elements of 'firmness' as well as 'dispatchability'. The objective is to cater to the off-taker's requirements based on demand completely from RE sources.

1.1.6. Section 61 & 62 of the Electricity Act, 2003, provide for tariff regulation and determination of tariff of generation, transmission, wheeling and retail sale of electricity by the Appropriate Commission. Further, section 63 of the Act states that –

A.1 "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."

1.1.7. 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.

1.1.8. These Guidelines are being issued under section 63 of the Act to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding. Firm and Dispatchable RE power means supply of electricity as per the demand profile specified in the RfS/ bidding documents.

1.2. Objectives

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

(a). To provide firm and dispatchable power to the DISCOMs from renewable energy sources;

(b). To facilitate renewable capacity addition and fulfilment of Renewable Purchase Obligation (RPO)/ Storage Power obligations (SPO)requirement of DISCOMs;

(c). To provide a transparent, fair, standardized procurement framework based on open competitive bidding with appropriate risk-sharing between various stakeholders to enable procurement of power at competitive prices in consumer interest, improve bankability of projects and ensure reasonable returns to the investors; and

(d). To provide for a framework for the inter-state/ intra-state, long-term, sale-purchase of power as a further measure to derisk the sector.

2. SCOPE OF THE GUIDELINES

2.1. Applicability of Guidelines

These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of firm and dispatchable power by the 'Procurers', from Renewable (RE) Power Projects (**'RE Projects'**), through competitive bidding.

2.2. Explanations

(a). **'Solar'**: The term 'Solar', wherever used in these Guidelines, shall refer to Solar Photovoltaic (PV) technology or the power plant based on such technology.

(b). **'Renewable (RE) Power'**: The term 'RE Power', or 'Renewable Power', or 'Renewable Energy Power', wherever used in these Guidelines, shall refer to power from Solar Power Generating Systems, Wind Power Generating Systems, Wind Solar hybrid, or any other renewable energy resource based Generating System or a combination thereof, with Energy Storage System (ESS). It is clarified that ESS charged using a source other than RE power would not qualify as RE power.

(c). **'Firm and Dispatchable RE Power'**: The term 'firm and dispatchable power' denotes, the power profile configuration that is defined in the RfS that is sought to be met by RE power sources and will include configurations like assured peak power, Round the Clock RE with firm delivery of power at rated capacity at any hour of the day as per demand or load following power delivery as specified by DISCOM, RE projects with firm delivery of power for fixed hours of requirement by DISCOMs etc.

(d). **RE Power Generator' (RE-PG)**

(i). The term RE Power Generator'(RE-PG) or Generator', wherever used in these Guidelines, shall refer to a generator and supplier of firm and Dispatchable RE Power with energy storage system, which include RTC RE power Projects capable of supplying energy round the clock as per

demand profile, RE projects with Peak power, fixed hour-based procurement, seasonal procurement etc., along with other profile characteristics as specified in the RfS.

(ii). The bidder/developer shall be responsible for providing renewable energy resource based generating system(s) including solar, wind or any other renewable resource as defined by MNRE for supply of RE Power combined with storage. For this, the bidder/developer shall have either set up storage capacity itself; or tie up with energy storage system developers to meet the project parameters for 'firmness and dispatchability', and submit a single bid for the same, in a particular tender.

(iii). Irrespective of the contractual arrangement between the RE Power Generator and Energy Storage system Developer, if any, all the developer related liabilities, under these Guidelines and the PPA there under, shall be of the entity signing the PPA, and recognised as RE Power Generator' (RE-PG).

(e). **'RE Park':** The term 'RE Park', wherever used in these Guidelines, shall refer to areas or parks developed, in accordance with the Guidelines issued by Central or State Governments, for setting-up of renewable energy power projects, including Solar-Wind Hybrid Power projects.

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

(g). **'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 deemed to be the Authorized Representative of the 'Procurer' and shall, 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.

(h). **'Intermediary Procurer' & 'End Procurer'**

(i). In some cases, an intermediary, as designated by Ministry of New and Renewable Energy, Government of India, or a State Government, may be tasked to aggregate the power purchased from different RE Power developers and sell it to the distribution licensee(s)/consuming entities/open access consumers., In such cases, the distribution licensees/consuming entities/open access consumers shall be the "End Procurer" and the intermediary shall be "Intermediary Procurer" for the purpose of these Guidelines.

(ii). The Intermediary Procurer shall enter into a Power Purchase Agreement (PPA) with the RE Power developer 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. 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 power, the End Procurer shall be deemed to have followed these Guidelines for procurement of power.

(i). **Scheduled Commencement-of-Supply Date (SCSD)**: Scheduled Commencement-of-Supply Date (SCSD) in relation to the contracted capacity shall mean the date corresponding to the date of commencement of supply as indicated in the RfS (Request for Selection).

2.3. 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 and the same needs to be strictly followed for such bidding to be eligible under section 63 of the Electricity Act. However, in case it becomes imperative to deviate from the provisions of these Guidelines, the process to be adopted is specified in Clause 17 of these Guidelines.

2.4. Principles outlined in these Guidelines may be suitably expanded and made exhaustive in the Standard Bidding Documents [consisting of Model Request for Selection (RfS) Document, Model Power Purchase Agreement and Model Power Sale Agreement].

3. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

3.1. Conditions to be met by the Procurer

The Procurer shall meet the following conditions:

3.1.1. Bid Documentation

(a). Prepare the bid documents in accordance with these Guidelines.

(b). Seek approval of the Government 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 17 of these Guidelines.

However, 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.

3.2. **Arrangements related to Commencement of Supply**

The RfS may specify additional milestones for the project with respect to land acquisition, connectivity etc. as well as regular reporting requirements by the Generator and shall specify penalties with respect to non-compliance with such milestones/requirements. Obtaining all clearances, permits, licenses including arrangement of land and connectivity to the Grid and access (if applicable) prior to scheduled date of commencement of supply of power shall be the responsibility of the Generator and the Procurer shall not be responsible in case of delay in obtaining such clearances, permits, licenses etc.

4. **ENERGY MIX**

4.1. The Generator shall supply firm and dispatchable RE power, with the prescribed availability against the demand profile as specified in the RfS. Peak hours will be as declared by the DISCOM and specified as such in the RfS. Penalty for not meeting the stipulated availability shall be equal to one and a half times the tariff for the number of units not supplied.

4.2. The Generator has to offer power such that 100% of the annual energy offered corresponds to RE Power. The Generator can, however, source up to 5% RE power (on energy terms) on annual basis from the green market sources/bi lateral agreements towards meeting the supply conditions stipulated in the RfS.

4.3. The developer shall combine the RE generating system with energy storage for ensuring that it achieves the required availability against the demand profile as specified in the RfS and any other performance criteria stipulated in the RfS, provided power from RE sources were used to store energy in the storage system.

5. **TARIFF**

5.1. A single tariff for supply of firm and dispatchable RE power shall be quoted by the bidders (the "**Tariff**").

5.2. The Tariff shall be quoted at the Delivery Point which shall be at the CTU interconnection point. All charges and losses till the delivery point shall be borne by the Generator.

6. **BID STRUCTURE**

6.1. **Bids in Power Terms:** The Procurer shall invite the bids in Power Capacity (MW) terms, specifying the total quantum to be contracted by the procurer. Procurer may specify minimum off-take in terms of annual energy in the RfS.

6.2. A bidder can quote for a part of the total quantum to be procured by the procurer. The minimum quantum of power that can be offered by the bidder should be 50MW in order to have economies of scale. Notwithstanding this, on due consideration of availability of land and transmission facility, smaller minimum quantum of power that can be offered by a bidder can be kept in case of North-Eastern States, Special Category States and Projects outside RE Parks and STU Connected Projects, but this should be clearly provided for beforehand in the RfS.

6.3. A maximum of 50 percent of bid capacity can be allocated to a single bidder in a tender.

6.4. **Tariff as the Bidding Parameter:** The bidding evaluation parameter shall be the tariff per unit supply of firm and dispatchable RE power, fixed for the entire term of the PPA. The Procurer shall invite bids wherein the bidder shall quote the Tariff in Rs./kWh. The bidder shall be selected on the basis of least quoted Tariff. Subsequent to the e-reverse auction, the bidder (called the L1 bidder) quoting the least Tariff (called the L1 tariff) shall be allocated the quantum of power offered by him. The capacity allocation shall be on the basis of Bucket filling i.e. capacity quoted by L1 bidder at L1 rates shall be allocated first, then the capacity quoted by the next lowest bidder (called the L2 bidder) at the rates quoted by him (called the L2 rates) may be allocated and so on.

However, the allocation will only be made to the bidders whose bid falls within a pre-defined "Range" from the L1 tariff, as stipulated in the RfS. Thus, after arranging the bidders in the ascending order of tariff, the Project capacities will be awarded only to those bidders whose final price bids are within a range of "L1+x%", in terms of INR/kWh; while the value of "x" generally be two(2) to five (5) and shall be fixed in the RfS.

6.5. Bid submission and evaluation:

(a). Formation of consortium by the 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.

(b). The Procurer shall constitute a 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.

(c). 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 Earnest Money Deposit (EMD) along with the bids.

(d). 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 document shall be considered for further evaluation on the price bids.

(e). 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.

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

(g). The detailed procedure for evaluation of the bid and selection of the bidder shall be provided for in the RfS document.

7. POWER PURCHASE AGREEMENT

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

7.1. **PPA Period:** The PPA period shall generally be for a period of 20 (twenty) years from the Scheduled Commencement-of-Supply Date (SCSD) or from the rescheduled date of commencement of supply to the extent of extension given by the Procurer on the grounds which are beyond control of the Generator. The PPA may, however, also be fixed for a longer period such as 25 (twenty-five) years. The duration of the PPA must be mentioned upfront in the RfS document. The developers shall be free to operate their plants after the expiry of the PPA period. The developer may upgrade and repower their plants during the PPA period at its own risk and cost; and participate in subsequent bids to the extent of their untied capacity.

7.2. Power Procurement

(a). The procurement shall be in power (MW) terms. The Generator has to ensure supply against the specified conditions like RTC/ Load profile/ number of hours as specified in the RfS, monthly or during peak/night hours as per the conditions specified at Clause 4.1. Number of peak hours will be clearly specified beforehand in the RfS Documents by the Procurer.

(b). It is to be noted that the summation of generation schedule of RE Power by the Procurer from multiple sources and/or locations cannot be more than the Contracted Capacity specified in the RfS or PPA, taking into account the applicable losses. The Generator may, however, apply for connectivity and access (if applicable), in accordance with extant Regulations.

(c). In order to allow optimization of operation of RE, the Generator is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The Generator may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer.

(d). Developers who have already commissioned RE plants/storage plants or in process of constructing such plants and have untied capacity may also participate in the bid. In such case, they may be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and SCSD.

(e). In case of shortfall in the project availability as defined in the RfS, for reasons attributable to RE Power Generator, the Generator shall be liable to pay to the Procurer, penalty for such shortfall in availability. Penalty for not meeting the stipulated availability shall be equal to one and a half times the tariff for the

number of units not supplied.

(f). The penalty for non-performance shall be as specified in the RfS. The scheduling and its punching thereof at different Regional Load Despatch Centres (RLDCs) / State Load Despatch Centres (SLDCs) (including the injecting, intervening and buyer SLDCs/ RLDCs) shall be the responsibility of Generator only.

(g). **Deviation Settlement Mechanism (DSM):** For deviations from schedule, the DSM (Deviation Settlement Mechanism) shall be applicable as per the prevailing regulations. The DSM charges at the generator end shall be settled by the RE Power Generator.

7.3. Payment Security

Adequate payment security shall be provided as per Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 including amendments and clarification, if any, thereof, issued from time to time. In addition, the Intermediary Procurer may maintain a payment security fund. To be eligible for coverage from the fund, the developer will undertake to pay PSM charges at the rate of 2 paise per unit.

7.4. Force Majeure

7.4.1. The PPA shall contain provisions with regard to Force Majeure definitions, exclusions, applicability and available relief on account of force majeure as per the Industry Standards. The Generator shall intimate the procurer about the occurrence of force majeure within 15(fifteen)days of the start of the force majeure and the procurer shall respond on his claim within 15days of the receipt of the intimation.

7.5. **Generation Compensation for off take 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 Back down in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

7.5.1. **Generation Compensation in off take 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 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 beyond 175 hours in a year, as defined in the PPA	Generation Compensation = *((Tariff X RE power (MW) offered but not scheduled by Procurer)) X 1000X No. of hours of grid unavailability* However, in case of third party sale or sale in the power exchange, as price taker, the 95% of the amount realised , after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis

7.5.2. **Payment in case of reduced offtake:** The Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the offtake of power is not done by the Procurer, including non-dispatch of power due to non-compliance with "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of 'must run' status for RE Power, the Generator shall be eligible for payment from the Procurer, corresponding to the reduced off take, in terms of following manner:

Reduced offtake	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a year, as defined in the PPA	Generation Compensation = *((Tariff X RE power (MW) offered but not scheduled by Procurer)) X 1000 X No. of hours of Reduced Offtake* However, in case of third party sale or sale in the power exchange, as price taker, the 95% of the amount realised , after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis..

7.5.3. For claiming compensation, the generator must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the contracted capacity and the quantum of power scheduled by the procurer.

7.6. **Event of default**

(a). For Delay in commencement of supply of power beyond six months from SCSD, the generator event of default shall be construed to have occurred and consequences shall be in accordance with Clause 14.3.

(b). In the event the Generator fails to maintain a minimum availability continuously for a period specified in the RfS, the Generator shall be in default and the PPA shall be liable to be terminated. Further, the Generator shall be liable to pay to the Procurer, damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of tariff for its contracted capacity with the stipulated availability.

(c). In the event that the Generator assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Generator shall pay to the Procurer, damages, equivalent to 24 (twenty four) months, or balance PPA period whichever is less, of tariff for its contracted capacity with the stipulated availability. 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.

(d). In addition to the levy of damages as aforesaid, in the event of a default by the Generator, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution provisions provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Generator within the stipulated period, the Procurer may terminate the PPA.

(e). If the Procurer/Intermediary procurer is in default on account of reasons including inter alia failure in timely payment of the dues, in accordance with the RfS or repudiation of the PPA, the Generator may terminate the PPA and at its discretion. The defaulting Procurer shall pay to the Generator, damages, equivalent to 24 (twenty four) months, or balance PPA period whichever is less, of charges for its contracted capacity with the stipulated availability.

7.7. **CHANGE IN LAW/ REGULATION**

The provisions for Change in Law shall be in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by Ministry of Power vide notification dated 22nd October 2021 including amendments and clarification thereof issued from time to time.

8. **BIDDING PROCESS**

8.1. The Procurer/intermediate procurer shall call for the bids adopting a single stage, two part (Technical Bid & Financial Bid), bidding process to be conducted through electronic mode (e-bidding). The technical bid shall be opened first. The financial bids of only those bidders who qualify in the technical bid shall be opened. E-procurement platforms with a successful track record and with adequate safety, security and confidentiality features will be used.

8.2. The Procurer shall invite the Generators to participate in the RfS for installation of RE Power Plants and supply of RE Power with Energy Storage System, in terms of these Guidelines.

8.3. Developers who have already set up capacity or who have spare untied capacity may also participate in the bid.

8.4. The bidding documents including the RfS and the draft PPA shall be prepared by the Procurer in consonance with these Guidelines and the SBDs, if any.

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

8.6. 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 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.

9. **REQUEST FOR SELECTION (RFS) DOCUMENT**

The standard provisions to be provided by the Procurer in the RfS document shall include the following and may be suitably expanded:

9.1. Bid Responsiveness

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

(a). Bidder or any of its Affiliates is not a wilful defaulter to any lender.

(b). The Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies.

9.2. Qualification requirements to be met by the bidders

9.2.1. 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 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.

9.2.2. Financial Criteria

(a). Net worth

(i). The Procurer shall specify financial criteria in the form of net worth as a part of the qualification requirement. Considering that the developer is responsible for supply of Firm and Dispatchable Power, the net-worth requirement should be at least 20% (twenty per cent) of the estimated 'RE Project' cost or any other criteria specified in the RfS.

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

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

(b). Liquidity

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

9.3. Quantum of the Earnest Money Deposit (EMD)

Procurer shall specify the Quantum of the Earnest Money Deposit (EMD),which shall not be less than two percent of the estimated capital cost of the 'RE Project' or any other criteria specified in the RfS, in the form of a bank guarantee/ letter of undertaking to pay/ corporate guarantee, to be furnished by the bidders. Forfeiture of EMD or debarring etc., as defined in these Guidelines, shall be undertaken in the event of failure of the Generator to execute the PPA within the stipulated time period.

9.4. Compliance of FDI Laws by foreign bidders

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

10. INDICATIVE TIMETABLE FOR BID PROCESS

10.1. In the bidding process, a minimum period of 22 (twenty-two) days shall be allowed between the issuance of RfS document and the last date of bid submission. The indicative timetable for the bidding process is indicated below:

Indicative Timetable for Bid Process

Sl. No.	Event	Elapsed Time from Zero date
1.	Date of issue of Request for Selection (RfS) document, Project specific draft Power Purchase Agreements and other draft Project Agreements, and the Power Sale Agreement (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 document	**
3.	RfS Bid submission	22days
4.	Evaluation of technical bids	64 days
5.	Evaluation of financial bids and conduction of e-Reverse Auction	99 days
6.	Issuance of Letter of Award (LoA)	110 days
7.	Signing of PPA & 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 8.5 of these Guidelines.*

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

10.2. In normal circumstances, the bidding process is likely to be completed in a period of 110 (one hundred ten) days.

11. CONTRACT AWARD AND CONCLUSION

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

11.2. The procurer shall constitute a committee for evaluation of the RfS bids. 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 document. The evaluation authority should satisfy itself that the price of the selected offer is reasonable and consistent with the requirement. The evaluation committee shall have the right to reject all price bids if the rates quoted are not aligned to the prevailing market prices.

11.3. 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.

11.4. 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 discovered, in terms of Section 63 of the Act, within 15 (fifteen) days of the discovery of the tariffs through e-reverse auction or otherwise, in the transparent competitive bidding process conducted in accordance with these Guidelines.

11.5. Subsequent to the distribution licensee or Intermediary Procurer, as the case may be, approaching the Appropriate Commission for adoption of tariffs under Section 63 of the Act, in case, the Appropriate Commission does not decide upon the same within sixty days of such submission or within 120 (one hundred and twenty) days from the date of Power Sale Agreement (PSA), whichever is more, the Procurer(s) shall grant appropriate extension of time in SCSD to the generators, corresponding to the delay [beyond 60 (sixty) days of submission or 120 (one hundred and twenty) days of PSA whichever is more] in adoption/ approval by the Appropriate Commission, till the date of adoption/ approval by the Appropriate Commission.

12. BANK GUARANTEES/ CORPORATE GUARANTEES/ PAYMENT ON ORDER INSTRUMENTS/ LETTERS OF UNDERTAKING

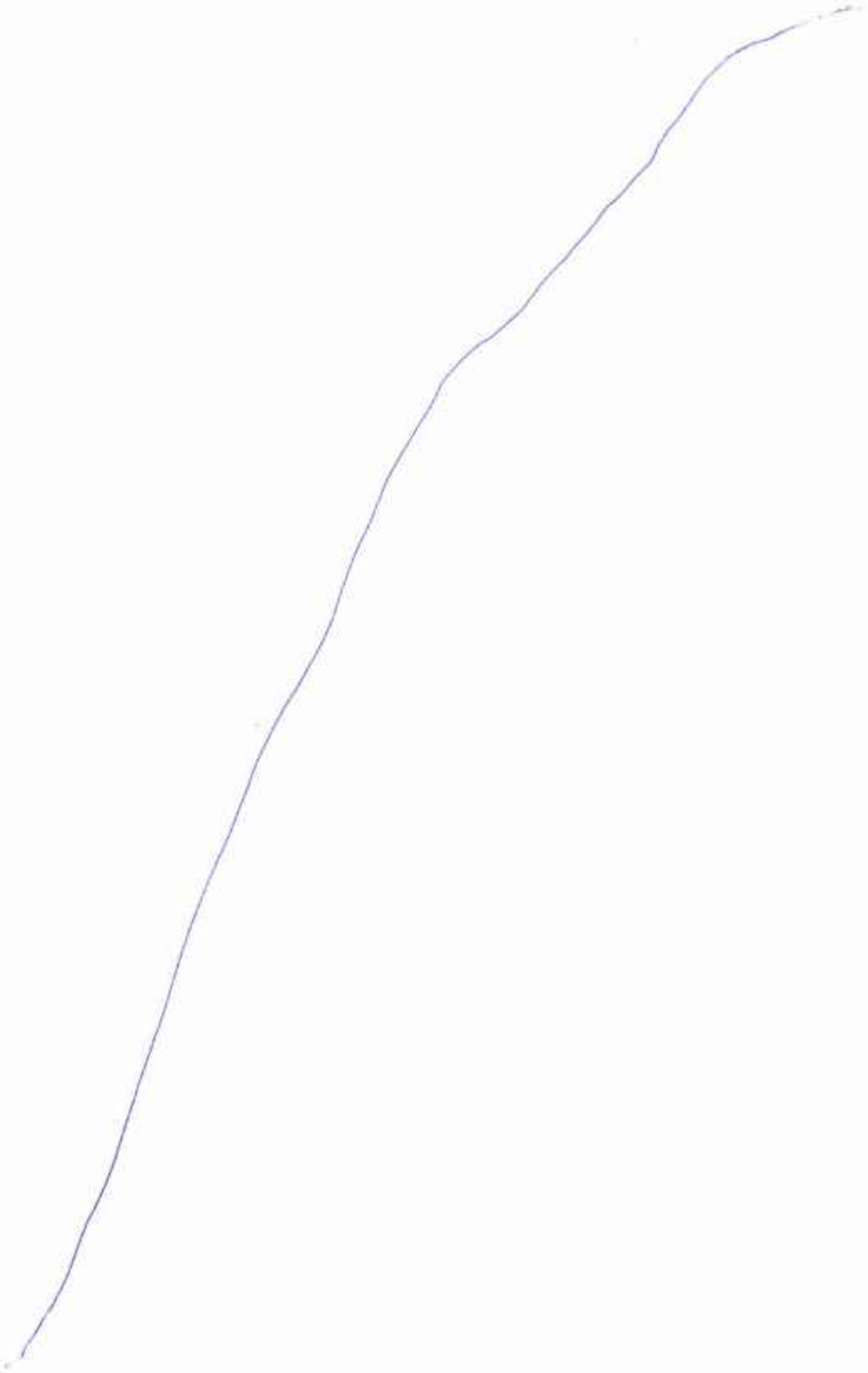
The Generator shall provide the following bank guarantees/ corporate guarantees/ letters of undertaking to pay to the Procurer in terms of the RfS

12.1. **Earnest Money Deposit (EMD) as per Clause 9.3** 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 of default of the RE Power Generator in terms of RfS , 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 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. 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.*

12.2. **Performance Guarantee (PBG),** to be fixed by the Procurer, but not to be less than 5% (five percent), of the estimated RE Project cost, for the financial year in which the bids are invited, or any other criteria specified in the RfS, 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 of default of RE Power Generator in terms of Power Purchase Agreement (PPA), from Indian Renewable Energy Development Agency (IREDA)/ Power Finance Corporation Limited (PFC) and REC Limited (REC);

12.3. In addition to the other remedies, this PBG (or alternatives provided thereto as per these Guidelines) can be encashed to recover any damages/dues of the 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 generator under the PPA, shall be credited to the Payment Security Fund to be maintained by the Intermediary Procurer under Clause 7.3 of these Guidelines. PBG (or alternatives provided thereto as per these Guidelines) shall be returned to the generator within 45 days of the SCSD of the project. In case of part commencement of supply of power, PBG corresponding to such part capacity, should be released within 45 days.

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

13. SHAREHOLDING 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 SCSD 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) years from the SCSD, except with the prior approval of the Procurer. Further, the successful bidder shall ensure that its promoters shall not cede control[1] of the bidding company/ consortium till 1 (one) years from the SCSD, 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) years from the SCSD can be undertaken under intimation to Procurer.

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

[[1]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. COMMENCEMENT OF SUPPLY OF POWER

14.1. The Power Purchase Agreement between the RE Project and Procurer/Intermediate procurer shall clearly indicate the SCSD and quantum of supply.

14.2. **Commencement of Supply Schedule**

(a). The projects shall generally commence supply of power, within a period of :

(i). 24 (twenty-four) months from the date of execution of the Power Purchase Agreement, for project size not more than 1,000 MW;

(ii). 30 (thirty) months from the date of execution of the Power Purchase Agreement, for project size more than 1,000 MW.

(b). However, if for some reason, the SCSD period needs to be kept shorter or longer than that provided in these Guidelines, the Procurer can do the same.

(c). It is presumed that in terms of Clause 11.5 of these Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission or within 120 days from the date of Power Sale Agreement (PSA), whichever is more. However, notwithstanding anything contained in these Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 days of submission or 120 days of PSA whichever is more, shall entail a corresponding extension in SCSD.

14.3. **Delay in Commencement of Supply of Power**

Delay in commencement of supply of power, beyond the SCSD shall involve penalties on the Generator, as detailed below:

(a). For Delay in commencement of supply of power up to 6 (six) months from SCSD, encashment of Performance Bank Guarantee (PBG), or alternate instruments, on per day basis and proportionate to the contracted capacity that has not commenced supply of power.

(b). For Delay in commencement of supply of power beyond six months from SCSD, the following shall be applicable:-

(i). The contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCSD plus 6 (six) months. The PPA for the balance contracted capacity that has not commenced supply of power shall stand terminated.

(ii). The RE Power Generator shall be debarred from participating in bids issued by any procurer or any intermediary procurer for the following period:

a. For one year in case of first default

b. For not less than 2 years and not more than 3 years for second and any subsequent defaults.

14.4. **Part Commencement of Supply of Power**

Part Commencement of Supply of Power of the Project shall be accepted by the Procurer subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, the SCSD will not get altered due to part-commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the bid.

14.5. **Early Commencement of Supply of Power from single component outside PPA**

In case of multiple project components and if one or more such component (wind, solar or other RE Power generating system) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the Generator will be allowed to commence supply of power from such component which is ready outside the ambit of PPA, with first right of refusal for such power being vested with the End Procurer. Subsequent to refusal of such power by the End Procurer, the right of refusal shall vest with the Intermediary Procurer. In case the Procurer/Intermediary Procurer decides to buy such discrete component(s) power outside the PPA, such power shall be purchased at upto 50% of the PPA Tariff for the applicable Contract Year or specific provisions in this regard will be stipulated in the tender documents.

15. **TRANSMISSION CONNECTIVITY**

15.1. The responsibility of getting Transmission Connectivity to ISTS network under GNA regulation will lie with the Generator and shall be at the cost of Generator.

15.2. The Metering Points, which are the points at which energy supplied to the Procurer shall be measured, shall be the low voltage side of the CTU/STU substation. In case of RE parks, the metering point is the ISTS pooling station 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 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 as per the regulation notified by the Commission from time to time.

16. TECHNICAL SPECIFICATIONS

Procurers shall promote commercially established and operational technologies to minimize the technology risk and to achieve the timely commencement of supply from the Projects. The detailed technical parameters, for Solar PV/Wind/Hybrid Power Projects to be selected, shall be as specified by MNRE from time to time.

17. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

The objective of these Guidelines is to bring standardization & uniformity in processes so that there is fairness & transparency in procurement. As such, these Guidelines need to be strictly followed in the bidding process and no bid, under section 63 of the Electricity Act, for procurement of Firm and Dispatchable RE power from grid-connected Renewable Energy (RE) power projects, with Energy Storage System shall be issued in contravention to these Guidelines. However, in case it becomes imperative for the Procurer to deviate from these Guidelines and/or the SBDs, the same shall be subject to approval by the Appropriate Commission before the initiation of bidding process itself. The Appropriate Commission shall approve or require modification to the bid documents within a reasonable time not exceeding 60 (sixty) days of filing such petition.

18. DISPUTE RESOLUTION

In the event, CERC is the Appropriate Commission, any dispute that 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 the Dispute Resolution Committee set up by the Government, failing which by arbitration under the Indian Arbitration and Conciliation Act, 1996. In the event SERC/JERC is the Appropriate Commission, then all disputes shall be adjudicated by the SERC/JERC or shall be referred for arbitration by the SERC/JERC.

19. 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 Power 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.

20. RENEWABLE/STORAGE PURCHASE OBLIGATION (RPO)

The renewable energy component [including Energy Storage System (ESS) component charged with RE sources] bought under this Scheme shall be eligible for RPO compliance. If RE power has wind, hydro or other RPO component, the apportionment of RPO between wind, hydro or other RPO shall be on the lines of principle adopted in case of hybrid plants. The ESS capacity used in the project can be used for fulfilling the Storage Power Obligations as per the GoI orders or notifications.

21. ISTS CHARGES AND LOSSES

ISTS charges and losses on transmission of power, including waiver for RE power, shall be as per extant rules and regulations.

HEMANT KUMAR PANDEY, Chief Engineer

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

GUVNL

Gujarat Urja Vikas Nigam Limited

Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007

CIN U40109GJ2004SGC045195

An ISO 9001:2015 Certified Company
Phone: 0265-2311797, Fax No. 0265-2327483

Azadi Ka Amrit Mahotsav

No : GUVNL / GM (RE) /FDRE/ 1457 Date : 04.11.2023

To,
Ms Bhakti Shamal,
I/C Additional Secretary (Estt/Energy),
Energy & Petrochemicals Department,
Government of Gujarat,
5th Floor, 5th Block,
Sachivalaya,
Gandhinagar – 382 355

Sub.: Proposal for seeking approval for deviation from New Guideline dated 09.06.2023 issued by Ministry of Power for tariff based competitive bidding process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems.

Ref.: (1) Ministry of Power, GoI notification dated 09.06.2023.

Madam,

Ministry of Power has published new guidelines for tariff based competitive bidding process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems in the Gazette of India on 09.06.2023 (**Flag A**). Firm & Dispatchable power includes configurations like "assured peak power, Round the Clock RE with firm delivery of power at rated capacity at any hour of the day as per demand or load following power delivery as specified by DISCOM, RE projects with firm delivery of power for fixed hours of requirement by DISCOMs etc." These guidelines are applicable to future tenders as well as on-going tenders where in the last date of bid submission is after the date of notification of these guidelines. The guidelines contains provisions regarding Bidding structure, PPA timeline, payment security, generation compensation, bidding process, bank guarantee, event of default, change in law, etc.

Specific Guidelines for Grid Connected Renewable Energy Power Projects with Energy Storage Systems were not available earlier. At present, Model standard Bid documents are not issued by MoP.

MoP guidelines clause No. 3.1.1(b) states to seek approval of the Government 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 17 of these Guidelines. Clause 17 of the guideline states that In case it becomes imperative for the

Procurer to deviate from these Guidelines and/or the SBDs, the same shall be subject to approval by the Appropriate Commission before the initiation of bidding process itself.

Moreover, MoP Guideline clause 3.2 states that the RfS may specify additional milestones for the project with respect to land acquisition, connectivity etc.as well as regular reporting requirements by the Generator and shall specify penalties with respect to noncompliance with such milestones/requirements. To accommodate this requirement for proper monitoring of the project after execution of PPA, milestones and periodic reporting requirement along with relevant penalty for noncompliance of milestones is prepared for the RfS and PPA document. Same is shown in Annxure-A.

After careful consideration of various provisions of the guideline, It is proposed to take deviations from the following clauses of the new guidelines of MoP with justification to make modifications in the relevant clauses of RfS & PPA documents for Tenders of Firm & Disptachable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems:

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
1	**6.3 BID STRUCTURE** A maximum of 50 percent of bid capacity can be allocated to a single bidder in a tender.	Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be eligible to bid upto 100% bid capacity of the RfS.	GUVNL seeks deviation from guideline clause as this condition may result in sub-optimal rate discovery. Further, if any bidder offers a better rate for the entire quantum, there is no reason to give some capacity to the L2 party. In view of above, the deviation in above clause is proposed
2	**7.2 (C) –Power Procurement**	In The RPD is allowed to supply power in excess of the	Guideline does not mandate any

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
	In order to allow optimization of operation of RE, the Generator is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer.	Contracted Capacity to any third party or power exchange, subject to No Objection from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL as per PPA. GUVNL may purchase such part/full excess power at PPA tariff. In case GUVNL does not agree to purchase such excess energy, the RPD will be free to sell such energy to a third party or power exchange. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal.	maximum DC capacity for the contracted AC capacity and also requirement of CUF fulfillment criteria is annual basis. Generator may design excess capacity and fulfill the quantum earlier than schedule during lean period of power demand and sell the excess generation at higher tariff during peak demand periods. Also generator may get higher tariff during the peak period of power demand, generator may sale power to third party or power exchange. To avoid such instances, it is proposed for deviation to add "first right of refusal to be vested with GUVNL."

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
3	*7.7. **Change in Law:** The provisions for Change in Law shall be in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by Ministry of Power vide notification dated 22nd October 2021 including amendments and clarification thereof issued from time to time.*	The Change In Law clause as attached at ***Annexure – C.***	In this context, it is to state that Change in Law clause under the new Guidelines may be used as a tool for seeking frequent tariff revision and result into litigations / Petitions. Further, it may create uncertainty in tariff to DISCOMs and/or end consumers as the scope of change in law is too wide which may create ambiguity to figure out the implications related thereto. GUVNL has therefore modified the Change in Law clause in the earlier wind and solar tenders invited by GUVNL specifying instances of Change in Law resulting into additional tax or surcharge or cess

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
			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 to be pass through. Which has already been approved by GERC for Solar tenders in Petition no. 1706/2018 & 2069/2022 vide daily order Dtd.15.03.2018 and 19.05.2022 respectively. Any other post-bidding increase in costs should be risk factored by the Developer and the same shall not be allowed as pass-through as it may unnecessarily increase the uncertainty and burden on end consumers at

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
			large. Further as per the guidelines the bidder/developer shall have either set up storage capacity itself; or tie up with energy storage system developers to meet the project parameters for 'firmness and dispatchability', and submit a single bid for the same, in a particular tender. As this tie-up may change by developer which can cause further litigations for change in Law. Hence, Above deviations are put up for approval.
4	**7.4- 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. The Generator shall intimate the procurer about the occurrence of force majeure	The Force Majeure' clause as attached at ***Annexure – B.***	The clause 7.4 of new Guidelines is very broad and general in nature, which may lead to litigations with the Developers. Also the definition of Industry Standards is

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
	within 15 (fifteen) days of the start of the force majeure and the Procurer shall respond on his claim within 15 days of the receipt of the intimation."		ambiguous. Force majeure as proposed provides better clarity and specification with regard to force majeure events to avoid future litigations. Therefore, it is proposed to keep the clause as per present tenders of GUVNL which clearly specifies the events of force Majeure and offers better clarity. Proposed change in Force Majeure' is already approved by GERC for Solar tenders in Petition no. 1848/2019 vide daily order Dtd. 13.01.2020.
5	**Indicative Timetable for Bid Process:** Clause 9.1 (6): Issuance of Letter of Award (LoA) after evaluation of financial bids and conclusion of e-Reverse Auction.	**Issuance of LOIs** At the end of selection process, Letters of Intent (LOIs) will be issued to the Successful Bidders discovered through e-RA. The LOIs shall be awarded for the Contracted Capacity as quoted	The event of signing of PPA is always subject to adoption of tariff by commission. In the event of non-adoption of

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
		by the respective successful bidder, or the partial Contracted Capacity, as the case may be. In case of a Consortium being selected as the successful Bidder, the LOI will be issued to the Lead Member of the Consortium.	tariff, In the event of non-adoption of tariff after the issuance of LOA, it may give rise to a litigation in future. Therefore, it is proposed to continue with the clause as per current tenders regarding issuance of Letter of Intent (LOI) to the Successful Bidder and PPA is to be signed after the adoption of tariff by the Commission. Therefore GUVNL may continue with the present clause regarding issuance of Letter of Intent (LOI) as per current tenders.
6	Tariff Clause 5.2, The Tariff shall be quoted at the Delivery Point which shall be at the CTU interconnection point. All charges and losses till the delivery point shall be borne by the Generator.	Delivery Point in respect of for park and non-park based projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU at which the project	As per prevailing practice for GUVNL tenders, the delivery point will be at STU (i.e. GETCO) periphery As guidelines

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
		is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of for park and non-park based projects connected with Inter State Transmission Network shall be the point or points of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO.	have provisions for multiple sources and/or locations, developers may have project capacity within a state or at multiple location outside the state. It is proposed to take deviation from guideline as multiple project locations can have CTU/STU injection point at various locations. However, GUVNL has specified that delivery/interconnection point shall be at GETCO/STU periphery for both park and non-park project developers to get the power delivered at grid system of GETCO/STU. All charges and losses upto the delivery point of GETCO/STU shall be borne by the Developers.

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
7	Role of State Nodal agency not specified	9. "Commercial Operation Date" with respect to the Project shall be the date certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat.	It is proposed that, GUVNL shall specify in the tender documents that "Commercial Operation Date" with respect to the Project shall be the date certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat. In the existing RE tenders of GUVNL, GEDA is specified as State nodal agency for RE projects and role of GEDA is to provide necessary support to facilitate the required approvals and sanctions so as to achieve commissioning of the Projects

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
			located in the Gujarat.
8	Not Specified	**Delay in Commencement of power supply on Account of Delay in Transmission system** The responsibility of obtaining connectivity under General Network Access (GNA) up to the injection point shall be of the RPD for sale of power the GUVNL. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU/STU and/or there is a delay in readiness of the ISTS/STU substation at Injection point(s) [for non co-located projects], including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network until SCSD of the Project, and it is established that: i. The RPD has complied with the complete application formalities for connectivity at STU/CTU and as per the Detailed Procedure as issued by the CTU/STU, ii. The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and iii. The delay in grant of connectivity/GNA by the CTU/STU and/or delay in readiness of the ISTS/STU	As establishment of new transmission network is not under the direct control of RPD, there are chances that project is ready for commissioning But, evacuation facility is not ready on account of CTU/STU/other delays for which RPD is not directly responsible. Hence, it is proposed for deviation to add the clause "Delay in Commencement of power supply on Account of Delay in Transmission system" to avoid the litigations / Petitions for the project timelines.

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
		substation at the Injection Point(s), including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD; The above shall be treated as delays beyond the control of the RPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Injection Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by GUVNL. In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the RPD, GUVNL may extend the SCSD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the RPD, extension requests under this clause shall be dealt by GUVNL on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Clause, the phrase "change in Project location" or its similar connotations, shall	

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
		refer solely to change in Injection Point(s) of the Project. Further, in case of delay in commencement of power supply on account of reasons solely attributable to the RPD, resulting in any liquidated damages/penalty levied on the GUVNL including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the RPD.	

It is a common guidelines for procurement of RE Power with energy storage system under different configuration (i.e. RE RTC, Assured Peak Power and Demand Based Profile). Accordingly the RfS and PPA conditions will have minor changes for each configuration as mentioned above keeping the remaining conditions similar.

State Govt. is requested to accord an approval for the above proposal regarding deviation from the new Guidelines to incorporate the same in the current and future competitive bidding tenders of GUVNL for Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems.

Thanking you,

Yours sincerely,

4/11/2023

(H N Shah)
General Manager (RE)

Encl.: Annexures as per above.

Annexure – A

Arrangements related to Commencement of Supply

RPD shall submit quarterly project report in the month of February, May, August and November showing specific status of the following milestones for performance monitoring of the Projects from the date of issuance of LoI;

a. Application of registration of project with GEDA in case project is to be set up in the Gujarat and Respective State Nodal Agency of the states in case of project is to be set up outside of Gujarat.
b. Connectivity application
c. Financial Closure
d. Award of EPC contract
e. Solar PV Module Supply Agreement
f. WTG Supply agreement
g. Land acquisition
h. Civil work status
i. Erection work status
j. Commissioning

In addition to above, selected bidders shall achieve 'Financial Closure' and 'Land acquisition' as under:

Financial closure: "Financial Closure" shall mean arrangement of necessary funds by the Power Producer either by way of commitment of funds by the Company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance. At this stage, Power Producer shall ensure submission of documents / certificates evidencing the tie up of project cost through internal resources and /or through external Financing Agency and Implementation and Service Agreement executed with SPPD. The Power Producer shall obtain financial closure within twelve (12) months from date of execution of PPA for Non-Park & Park based tenders. 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 plus GST (As Applicable). In case of any delay in depositing this extension charge, the Power Producer has to pay an 2 interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year).

Land Acquisition: "Land Acquisition" shall mean acquisition of required land to establish Solar PV Project by the Power Producer either by way of purchase of land or through lease/rent of the land. At this stage, Power Producer shall ensure submission of notarized copy of sale deed or / and lease / rent agreement evidencing the acquisition of land. The Power Producer shall acquire land for the project within eighteen (18) months from date of execution of PPA for Non-Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Land Acquisition date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents. An extension

for the acquisition of land 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 plus GST(As Applicable). 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 Land Acquisition @ SBI MCLR (1Year).

GUVNL shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance documents. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the RPD.

This extensions granted for "Financial Closure" and "Land Acquisition" milestones on payment of extension charges will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. 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.

ANNEXURE - B

PPA ARTICLE : FORCE MAJEURE

11.1 Force Majeure Events

a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the RPD 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 CTU/GETCO/ DISCOMs;

x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

xi) 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 Injection Point(s), 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 Injection 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 SCSD 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 injection point, including readiness of the power evacuation & transmission infrastructure of the ISTS / InSTS network until SCSD of the project and it is established that;

(c) The RPD has complied with the complete application formalities as per the connectivity procedure(s) and in this regard as notified by the CERC / GERC / CTU / STU and

(d) The delay in grant of connectivity / LTA by CTU / STU and / or delay in readiness of the ISTS / InSTS sub-station at the injection point(s), 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 15 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.

11.2 Available Relief for a Force Majeure Event:

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

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

ANNEXURE - C

PPA ARTICLE : CHANGE IN LAW

12.1 Definition

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

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

b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty and/or custom dutyand or Goods and Services Tax including surcharge thereon which have direct effect on the Project cost.

12.2 Relief for Change in Law

12.2.1 In case Change in Law on account of 12.1.1 (a) above results in the RPD'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 RPD shall be appropriately increased or decreased with due approval of GERC.

12.2.2 In case of Change in Law on account of 12.1.1 (b) above, the RPD shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of INR 2.0 Lakh per MW in the Project Cost incurred upto the Scheduled Commercial Operation Date upon submission of proof of payment made by the RPD towards safeguard duty and/or anti-dumping duty and/or custom duty and or Goods and Services Tax to the concerned Authority and with due approval of GERC. Change in law shall be limited to the installed capacity required for the supply of contracted power.

12.2.3 The RPD / GUVNL or the RPD, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

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

No. REN/e-file/20/2023/2182/B1
Government of Gujarat
Energy & Petrochemicals Department
Sachivalaya, Gandhinagar

To,
Managing Director,
Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course Road,
Vadodara.

Sub: Deviation from New Guideline dated 09/06/2023 issued by Ministry of Power for tariff based competitive bidding process for long term procurement of Firm and Dispatchable Power from grid connected Renewable Energy Power Projects with Energy Storage Systems.

Ref: 1) MoP's resolution no. 23/03/2023-R&R dtd. 09/06/2023
2) GUVNL's letter no. GUVNL/GM (RE)/FDRE/1457 dtd 04/11/2023

Sir,

With reference to the above cited subject, your proposal for seeking approval of the Government for deviations from the new guideline dated 09/06/2023 issued by the Ministry of Power (MoP) for tariff based competitive bidding process for long term procurement of Firm and Dispatchable Power from grid connected Renewable Energy Power Projects with Energy Storage Systems, has been reviewed at Government level. In accordance with your proposal, approval has been granted within the scope of the above guidelines of MoP.

Yours faithfully,

(Kuldipsinh Zala)
Section Officer
Energy & Petrochemicals Department

Signature Not Verified
Signed by:Kuldipsinh Hanuoha Zala
Section Officer (I/C)
Date: 2023.11.23 15:47:40 +05:30

File No: EPCD/REN/e-file/20/2023/2182/B1 Section
Approved By: Kanubhai Mohanlal Desai(Cabinet Minister,Minister Off

Open the document in Adobe Acrobat DC to verify the E-sign

REQUEST FOR SELECTION (RfS)

Selection of RE Power Developers for Procurement of 500 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects in India under Tariff-based Competitive Bidding

(GUVNL-FDRE-I)

RfS No. GUVNL / 500 MW / FDRE (Phase I) dated .2024

(Tender Search Code @: GUVNL-2024-TN000___)

ISSUED BY

GUJARAT URJA VIKAS NIGAM LTD

SARDAR PATEL VIDYUT BHAVAN, RACE COURSE VADODARA-390007

TEL NO.0265-2311797

WEBSITE: WWW.GUVNL.COM

DISCLAIMER

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

2. Gujarat Urja Vikas Nigam Limited (GUVNL) reserves the right to modify, amend or supplement this RfS document including the draft PPA.

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

4. 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.

5. In case of any discrepancy in the documents uploaded on the websites of GUVNL, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: Vadodara Date:

BID INFORMATION SHEET

Document Description	RfS for Selection of RE Power Developers for Procurement of 500 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects in India under Tariff-based Competitive Bidding (GUVNL-FDRE-I)
RfS No. & Date	GUVNL / 500 MW / FDRE (Phase I) dated ...2024
Downloading of tender documents	From 2024
Pre-bid Conference / Clarification Meeting	Bidders interested to participate in the pre-bid meeting are required to get themselves registered on or before.. **2024** by sending an email to eere1.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 **...2024**. The pre-bid meeting is scheduled on **...2024** through video conferencing. GUVNL will forward the link of video conferencing to registered bidders on the email address registered with GUVNL. Any clarification and/or revision in the Tender Documents i.e. RfS & PPA shall be uploaded on GUVNL's website and https://www.bharat-electronictender.com Bidding Portal.
Last Date &Timefor **a) Online Submission of Response to RfS ("Bid Deadline") and** **b) All documents as per Section 29 physically at GUVNL office, Vadodara**	a) Online Submission – Date :2024 Time: 5:00 PM ("Bid Deadline") b) Offline Submission – Date :2024 Time: 5:00 PM

Technical Bid Opening	Date :...2024 Time : 11.00 AM
Financial Bid Opening and Reverse e-auction	Date :...**2024** 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)**	INR 25,000/- **plus** 18% GST to be submitted in the form of DD, along with the response to RfS in favour of "Gujarat Urja Vikas Nigam Ltd", payable at Vadodara **OR** through **NEFT / RTGS** the details of which shall be mentioned in Electronic Form on e-bidding portal For reference, the details of GUVNL are as under:- **Name of Bank** – State Bank of India **Bank Account No.** – 10565103714 **IFSC CODE** - SBIN0001946 **GST No.** : 24AACCG2861L1ZK **PAN**: AACCG2861L
Processing Fee **(non-refundable)**	**INR 15.0 Lakhs** plus 18% GST, to be submitted in the form of DD along with the response to RfS in favor of "Gujarat Urja Vikas Nigam Ltd", payable at Vadodara **OR** through **NEFT / RTGS** the details of which shall be mentioned in Electronic Form on e-bidding portal. **Name of Bank** – State Bank of India **Bank Account No.** – 10565103714 **IFSC CODE** - SBIN0001946 **GST No.** : 24AACCG2861L1ZK **PAN**: AACCG2861L The payment transaction detail and SFMS confirmation for issuance of BG shall be forwarded to GUVNL on ja6com.guvnl@gebmail.com
EMD	Earnest Money Deposit @ ***Rs. [9,28,000 * S + 12,64,000 * W] *D + 3,66,000 * E [Refer Clause 17 of RfS]*** 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 payment transaction detail and SFMS confirmation for issuance of BG shall be forwarded to GUVNL on ja6com.guvnl@gebmail.com
Name, Designation, Address and other details (For Submission of Response to RfS)	**General Manager (RE)** Gujarat Urja Vikas Nigam Ltd Sardar Patel Vidyut Bhavan, Race Course, Vadodara - 390007 Tel No. 0265-2311797 Website-www.guvnl.com
Details of persons to be contacted in case of any assistance is required from GUVNL.	**1) General Manager (RE)** (M):+91-9925213827 E-mail: gmre@gebmail.com **2) Superintending Engineer (RE1)** (M):+91-9925208486 E-mail: eere2.guvnl@gebmail.com **3) Executive Engineer (RE)** (M): +91-9913911655 Email : eere1.guvnl@gebmail.com
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.guvnl.com and **https://www.bharat-electronictender.com**No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

For conducting the e-bidding, GUVNL is using the portal https://www.bharat-electronictender.com, (e-bidding Portal). Bidders may register themselves online with the portal service provider (if they are not already registered), as 'Supply organization/ Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to the portal service provider, through the payment gateway facility of the E-bidding Portal as indicated in the e-bidding Portal, and subsequently download the RfS and other Bid Documents from the E-bidding Portal.

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

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

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

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

Bids must be submitted strictly in accordance with Sections of the RfS. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.

Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

SECTION 1.

INTRODUCTION & INVITATION FOR BIDS

1 Background &Introduction

1.1 Gujarat Urja Vikas Nigam Ltd (herein after referred to as "GUVNL") is a company incorporated under the Companies Act 1956 and is the successor of and also the holding company of other reorganized 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 notified by the Government of Gujarat.

1.2 In order to fulfill the renewable power purchase obligation (RPPO) and to meet the future requirements of DISCOMs, with the intention of getting Round The Clock (RTC) RE power, GUVNL intends to hold a tariff based competitive bidding process and procure RE power up to capacity of 500 MW (FDRE Phase I) [conducted through electronically facilitated online web based portal followed by reverse auction].

1.3 With the objective to provide firm and dispatchable RE (FDRE) power to the DISCOMs through renewable energy sources, to facilitate the scale up of renewable capacity addition and achieve economies of scale, to facilitate fulfillment of RPO requirement of the obligated entities, Ministry of Power has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems," vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 to enable procurement of FDRE by DISCOMs from grid-connected RE Power, complemented with Energy Storage, through tariff based competitive bidding process. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.

1.4 As part of the guidelines, GUVNL invites proposal for setting up of Grid Connected RE Projects for supply of 500 MW Firm and Dispachable RE Power, in a demand following manner, on build-own-operate (BOO) basis. The bidders selected by GUVNL based on this RfS, shall set up RE projects in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from https://www.bharat-electronictender.com.

1.5 Not Applicable

1.6 GUVNL shall enter into PPA with successful bidders for the term of the PPA as defined in the draft PPA. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon credits, etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided

to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on GUVNL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

1.7 Bidders who have already commissioned RE plants/storage plants or are in process of constructing such plants and have untied capacity may also participate under this RfS. In such case, they will be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commencement of Supply Date (SCSD). It is clarified that the Bidders who have already signed PPAs with any entity as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective project(s).

2 *Invitation for Bids*

2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of GUVNL and the Bidder/RPD shall be governed by the RfS Documents/Agreement signed between GUVNL and the RPD for the Project. A link of the same is also available at www.guvnl.com. Interested bidders have to download the official copy of RfS & other documents after logging into the website-Bidding Portal by using the Login ID & Password provided by portal service provider during registration *(Refer Annexure – D)*.

2.2 Interested Bidders have to necessarily register themselves on the portal https://www.bharat-electronictender.com ("ETS portal") through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, Gurugram, to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

They may obtain further information regarding this RfS from the registered office of GUVNL at the address given on the Bid Information Sheet from 11:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also

mentioned on the Bid Information Sheet. GUVNL in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the RfS.

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

2.4 Bidder shall submit bid proposal along with non-refundable RfS Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD shall not be considered for the bidding and such bids shall not be opened by GUVNL. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

2.5 RfS documents can be downloaded from the ISN-ETS Portal or from GUVNL's website. It is mandatory to download official copy of the RfS Document from the portal to participate in the RfS. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on GUVNL website also. However, incase of any discrepancy, the information available on ISN-ETS website shall prevail. GUVNL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.6 INTERPRETATIONS

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

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

SECTION 2.

SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

3.1 Under this RfS, the RE Power Developer (RPD) shall set up Gujarat STU or CTU Sub-station connected RE Power Project(s) Anywhere in India, including the dedicated transmission network up to the Interconnection Point(s), with the primary objective of supplying RE power to GUVNL, at its own cost and as per the provisions of the RfS and PPA.

3.2 Identification of land, installation and ownership of the Project(s), along with obtaining connectivity and necessary approvals and interconnection with the transmission network of ISTS/STU or InSTS (as applicable) for supply of power to GUVNL, will be under the scope of the RPD.

3.3 The Projects to be selected under this scheme provide for deployment of RE Power Projects. However, the selection of Projects would be technology agnostic.

4 Total capacity offered

4.1 Selection of RE Power Projects for a total Contracted Capacity of 500 MW will be carried out through e-bidding followed by e-Reverse Auction process.

4.2 Configuration for **Firm and Dispatched** peak power and RE Power

i. RE Projects are required to be designed for interconnection with the CTU or Gujarat STU substation at voltage level of 220kV or above for CTU connection and 66kv and above for Gujarat STU connection. Delivery of energy shall be considered at GETCO periphery for CTU connected projects.

ii. The RfS has been issued for procurement of cumulative "Contracted Capacity" of 500 MW, which corresponds to Firm and Dispachable RE (FDRE) Power from the Projects.

iii. Energy Storage Systems (ESS) shall mandatorily constitute part of the Project. It is clarified that ESS charged using a source other than RE power would not qualify as RE power. For avoidance of any doubt, it is hereby clarified that ESS may be owned by the RPD or may be tied-up separately with a third party by the RPD, for supply of power. The ESS technology can be changed by the RPD at any time during the Term of the PPA. Any change in the ESS component during the term of the PPA may be at risk and cost of the RPD and also under intimation to GUVNL.

iv. The capacity (in MW) quoted by the Bidders in the Covering Letter (and the LOI issued by GUVNL) shall mean "Contracted Capacity".

v. For a Contracted Capacity of 250 MW (for e.g.), the "Installed Capacity" as per the General Network Access (GNA) Regulations can be more than Contracted Capacity. Project Capacity shall mean rated AC capacities of Solar PV, Wind power and other RE

based components along with energy storage as committed to be installed under the PPA, and shall be equal to the installed capacity committed under the Connectivity granted under the GNA Regulations. It is to be noted that prior to commencement of supply of power under the PPA, the installation and commencement of power supply from the corresponding committed rated capacity of RE generating components as declared in the PPA, may be verified by the GUVNL.

vi. A "Project" under the RfS and PPA refers to the "RE Project", along with ESS, which forms part of the FDRE configuration declared under the PPA. For avoidance of doubt, it is clarified that a single RPD may break up the cumulative awarded Contracted Capacity into multiple Projects. Each such Project may comprise any combination of RE components and ESS within the provisions of the RfS. In case the RPD chooses to install multiple Projects under the cumulative Contracted Capacity awarded, the "Installed Capacity" for which connectivity has been granted for each Project, shall be considered separately for each Project.

vii. The RE component sizing should be suited to meet 100% FDRE power supply requirement of GUVNL, in a "demand-following" manner.

viii. For each Project, the Project configuration, i.e. the Installed Capacity proposed against contracted capacity, will be submitted by the Bidder at the time of bid submission, and it shall remain unchanged until the issuance of LOI. The above configuration can be changed subsequent to issuance of LOIs until the date as on 12 months after the Effective Date of PPA. Also, any change in interconnection point(s) or location is/are allowed up to 12 months after the Effective Date of PPA.

5 *Maximum Eligibility for Contracted Capacity Allocation for a Bidder*

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

5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of cumulative Contracted Capacity of **50 MW** and a maximum quantum of **100% bid capacity (i.e. 500 MW) of RfS** in the prescribed formats. The cumulative Contracted Capacity shall be quoted in multiple of 50 MW only.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

5.2 The cumulative contracted capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited up to 100% bid capacity of the RfS.

5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects is elaborated in Section-5 of the RfS.

5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6 *Project Location*

6.1 The Projects can be located anywhere in India. The RE generation components, along with ESS, may either be co-located or may be located at different locations. The different project components can be connected with STU/CTU network at different ISTS/InSTS sub-stations. However, Project location(s) should be chosen taking cognizance of the provisions as per clause 7 of the RfS.

6.2 A single bidder can submit a single bid for more than one Project however the capacity to be quoted by bidder shall be single and aggregate of all the capacities proposed to be developed in multiple projects. However, if the project is located outside of Gujarat or connected with CTU Network, the developer shall be required to make arrangement for auxiliary power drawl/import at their own cost in accordance with applicable Regulations.

6.3 The term "Project" shall have the meaning as defined in Section-4 of the RfS, and shall refer to the Project capacity or the Installed Capacity as proposed by the Bidder against quoted contracted capacity (at the time of bidding)/awarded to the Bidder (after issue of LOI).

6.4 The RPDs are free to change the Project location(s) and/or Interconnection Point(s) until the date as on 12 months after the Effective Date of PPA. The above change in delivery point shall be allowed by GUVNL only in case the SCD of the ISTS/InSTS substation of the proposed revised Inter-Connection point is on or before the scheduled commissioning date of the existing interconnection point of the project, at the time of seeking approval from GUVNL by the RPD. Accordingly, supplementary PPA shall be signed between GUVNL and RPD at the cost of RPD. Implications of any delay in obtaining connectivity and subsequently, commencement of supply of power on account of the above, will be borne by the RPD.

7 *Connectivity with the Grid*

7.1 The Project should be designed for interconnection with the ISTS/STU in accordance with the prevailing CERC/SERC regulations in this regard. For interconnection with the grid and metering, the RPD shall

abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS shall be 220 kV. Delivery Point in respect of projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU at which the project is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of projects connected with Inter State Transmission Network shall be the point or points at minimum voltage level of 220 kV or above of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO. For the Gujarat State transmission network connected projects, inter connection point and delivery point may be the same.

7.2 The responsibility of getting the ISTS/InSTS connectivity up to the interconnection point shall entirely be of the RPD and shall be at the cost of the RPD, in line with applicable regulations. With such availability of transmission system being dynamic in nature, the RPD has to ensure actual availability of power injection/evacuation capacity at an ISTS or Gujarat STU substation. The transmission of power up to the interconnection point where metering is done for energy accounting, shall be the responsibility of the RPD at its own cost. In case an RPD is required to use InSTS to bring RE power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of transmission system up to the Interconnection Point(s) shall be the responsibility of the RPD, to be undertaken entirely at its risk and cost.

7.3 The arrangement of connectivity can be made by the RPD through a dedicated transmission line up to the Interconnection Point(s). The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the RPD. Further, transmission charges, losses and any other charges as applicable up to the delivery point shall be borne by the RPD. Further, it may be clarified that in case GUVNL needs to pay transmission charges and losses up to delivery point, the same shall be recovered from RPD.

7.4 The RPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022,

Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as well as other Rules/Regulations issued by CERC/CEA & SERC and as amended from time to time. It is further clarified that the Entities (RPD and GUVNL) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligation as notified in the procedure.

7.5 RPD is free to choose the ISTS/InSTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

i. Existing substations having available margin as indicated by the respective substation owner.

ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.

iii. Substations approved under the updated plan made available by the CTU/STU on its website, subject to availability of requisite margin for grant of connectivity.

Bids indicating substations outside the above three choice will be liable for rejection.

If the Bidders opt for connecting its power project and facilities to an Inter State Transmission System, the Delivery Point / Interconnection Point for the purposes of this would be binding as per the PPA to be executed with the selected bidder and shall be at the point or points of connection at which Electricity is delivered into the Grid System of the GETCO. GUVNL shall not bear interstate transmission charges and losses up to delivery point for the energy procured during the term of the PPA.

For the purpose of pooling of two or more Projects for CTU connectivity, the RPDs shall on mutatis mutandis basis adhere to the detailed Connectivity Procedure as issued by CERC as amended from time to time.

Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU / STU substation through a common transmission line subject to the following conditions;

a) Acceptance of such an arrangement by STU / CTU.

b) The meters for each project at pooling substation are sealed by STU/ CTU/ DISCOM/ SLDC / RLDC concerned.

c) The energy accounts are divided and clearly demarcated for the power generated at the project and are issued by the STU/SLDC/RLDC concerned.

d) In case of Pooling substation, losses in the transmission line between the Pooling substation and the CTU / GETCO substation shall be apportioned among the RPDs who share such a Pooling arrangement, based on their monthly generation.

7.6 The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the RPD and any financial implication on account thereof shall be borne by the RPD. In order to remove potential discrepancies and ambiguities, the RPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDC/SLDCs concerned for the corridor of power flow, under intimation to GUVNL. GUVNL may facilitate in identification of any discrepancy and assist the RPD for its early rectification without any liability on GUVNL. The RPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.7 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by RPD as per provisions of PPA. Metering arrangement for the Project shall have to be adhered to in line with relevant provisions of the PPA. All the necessary compliance i.e. Study Reports/Models, additional equipment for reactive power support etc as required by the RLDC/SLDC shall be in the scope of RPD. First Time Charging (FTC) approval obligation is to be fulfilled by RPD and for any non-compliance by RPD and delay in grant of FTC by RLDC/SLDC, GUVNL shall not consider any time extension.

7.8 Pursuant to Clause 7.6 above, the GUVNL will be responsible for obtaining General Network Access (GNA), all transmission charges and losses and any other charges as applicable under the respective regulations after the Delivery Point.

7.9 In case the ESS component is located separately from the RE generating components of a Project, the charges for charging the ESS, as applicable under GNA regulations and other orders issued by MoP/CERC will be borne by the RPD.

7.10 The RPDs will be required to apply for connectivity at its identified substation(s), as mentioned in the Covering Letter (Format 7.1), within 30 days after the date of tariff adoption by GERC, and shall furnish copies of the application, complete in all respect, to GUVNL within 15

days of date of filing of application. RPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by STU/CTU/signing of connectivity agreement, as the case may be, to GUVNL.

The RPD has to follow the timelines mentioned in the GNA regulation with respect to connectivity. In case the connectivity gets revoked due to non-compliance of RPD, in such case the capacity may not be off-taken and RPD will keep GUVNL indemnified from any losses; further, the RPD shall be liable for any penalty for non-performance as specified in the RfS/PPA.

After fulfilling the compliances, in case the RPD fails to obtain the full/part connectivity at an identified Substation, the same shall be immediately notified by the RPD to GUVNL. In such case the RPD will be allowed for another 90 days for applying connectivity from the date of rejection by the CTU/STU.

7.11 All expenses including transmission and wheeling charges and losses up to the Delivery Point including on account of *any change in law* event shall be paid by the RPD (for park and non-park projects) without any reimbursement by GUVNL during the entire contract period.

8 Power Supply by the RE Power Developer

8.1 Criteria for Power Supply

a. The procurement shall be in power (MW) terms. The RPD shall supply RE power, in a Firm and Dispatchable manner, matching the demand profile provided by GUVNL (enclosed as Annexure-B of the RfS). The demand profile has been provided for all the 96 time-blocks (each block comprising a 15 minutes' duration) for a representative day of each month of the year. The same profile shall be applicable for each Contract Year during the Term of the PPA, and shall be matched by the RPD.

b. The RPD shall schedule power on day-ahead basis, to match the demand profile in every 15 minutes' time-block. Intra-day variation from day ahead schedule would be allowed to the extent that it does not exceed the demand specified in the corresponding time-block. Intra-day variation (if any), shall be intimated as per prevailing rules and regulation of SLDC/RLDC. GUVNL shall compulsorily off-take all the power, subject to the

maximum power scheduled in any time-block being equal to the demand specified in the corresponding time block.

c. Demand Fulfillment Ratio (DFR): In each Contract Year, the RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least 90% on a monthly basis for peak hour (peak hours defined as follows 07:00 Hrs to 10:00 Hrs and 16:00hrs to 20:00hrs and 80% during Off-Peak Hours (all other hours of the day not defined as Peak Hours), separately. In case of deviation in meeting minimum DFR as mentioned above, penalty for the shortfall from minimum DFR shall be calculated separately for the Peak Hours and Off-Peak Hours as per Clause 8.2.b of the RfS and the cumulative penalty shall be levied.
Demand Fulfillment Ratio for a particular time-block shall be calculated as follows:
DFR = [Power Injection Scheduled by the RPD (MW)in a particular time block/Demand (MW)specified by the GUVNL(MW)for the corresponding time block], subject to the max value of DFR being 1. The RPD's performance against this metric will be measured by calculating the average DFR of all time blocks (Peak & Off-peak Hours separately) during the month in a contract year.

d. The RPD shall offer power such that 100% of the annual energy offered corresponds to RE power. The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.

e. The RE (including Energy Storage System (ESS) component charged with RE sources) bought under this RfS shall be eligible for RPO compliance. The apportionment of RPO between the different RE components shall be on the lines of the principle adopted in case of hybrid plants.

8.2 Shortfall in Power Offered

a) In case DFR demonstrated as mentioned in 8.1(c) by the RPD is less than minimum DFR on a monthly basis, save and except in case of Force Majeure, such shortfall in performance shall make the RPD liable to pay the penalty on monthly basis.

b) The amount of such penalty will be equal to 1.5 times the cost of this shortfall in energy terms, calculated at the PPA tariff. Illustration to this effect is enclosed at Annexure-C1 & C2 of the RfS.

c) Subsequent to commencement of power supply, RPD shall submit the block wise injection schedule certified by SLDC/RLDC under REA or SEA for the project connected with ISTS or InSTS. For each month in a Contract Year, the above data will be required to be submitted by the respective RPD to GUVNL within 10 days after expiry of the previous month, for verification of the performance parameters for calculating applicable penalty on account of shortfall, if any.

d) However, the shortfall in power supply will not be applicable in events of Force Majeure identified under the PPA with GUVNL, affecting supply of power by the RPD.

8.3 Excess Power Supply

The RPD is allowed to supply power in excess of the Contracted Capacity to any third party or power exchange, subject to *No Objection Certificate* from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL. GUVNL may purchase such part/full excess power at PPA tariff. The RPD shall inform at least 30 days in advance of such excess generation to GUVNL, to enable GUVNL take necessary actions for sale / consumption of this excess generated energy. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal. Further, it is to be clarified that 15 days period for consideration of RPD's offer shall be from date of acknowledgement of receipt of RPD's offer by GUVNL.

It may be noted that at any instance of energy supply from the Project, priority shall meet the capacity requirements as per PPA, before selling any quantum in the open market.

Any instance of third-party sale of power from the Project by the RPD, while the demand specified in the PPA remains unfulfilled, shall constitute a breach of RPD's obligations under the PPA and make the RPD liable for penalty @1.5 times of extant market rate/kWh (reference rate being the applicable rate on the Green-Day Ahead Market (G-DAM) of Indian Energy Exchange (IEX) for the quantum of such sale.

The RPD may sell the power which was offered to the GUVNL (within the Contracted Capacity) but was not scheduled by the GUVNL, to any third party or power exchange, without requiring

NOC from the GUVNL.

The RPD can repower the Project at any stage at its own risk and cost, if required in order to meet the demand profile requirement as per PPA obligation from this Project.

It is to be noted that the summation of generation schedule of RE Power to the GUVNL from multiple sources and/or locations cannot be more than the Contracted Capacity specified in the PPA. The RPD may, however, apply for connectivity and access (if applicable), in accordance with extant regulations.

9 *Commencement of Power Supply*

Project commissioning and declaration of Commencement of Supply Date (CSD) shall governed by the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 as amended from time to time. In line with this regulation, the RPD proposing the Project, or its part (including single component), for trial run or repeat of trial run shall give a notice of not less than seven (7) days to the concerned RLDC/SLDC, State Nodal Agency and GUVNL. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required. Project commissioning shall be declared from the date certified by GEDA in case project located in Gujarat and State Nodal Agency or Representatives / Agency authorized by GUVNL in case project located outside of Gujarat for which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project.

The RPD shall provide documents including but not limited to as mentioned below to the State Nodal Agency or Representatives / Agency authorized by GUVNL as and when required for certifying commissioning the Project;

i. Intimation regarding the timeline for commencement of supply of power from the Project.

ii. Copy of CON-4 report submitted to CTU or Connection Agreement with STU.

iii. CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, WTGs, ESS component(s), inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the RPD to obtain the certificate.

iv. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/STU any other concerned authority as applicable.

v. Plant Layout, Plant (AC & DC) SLD.

vi. Affidavit certifying that the RPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying GUVNL against any discrepancies in the above details.

vii. Affidavit from the RPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying GUVNL against any discrepancies in the above details.

viii. Documents to establish the compliance of technical requirement as per PPA/RfS.

ix. Invoices against purchase of the Solar PV modules, WTGs, ESS component(s), Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.

x. In addition to the above, the RPD shall provide coordinates of WTGs, KML files for the Solar PV component (specifying each block), details of ESS, RLMM/ALMM certificates, insurance documents of Project, online monitoring facility as stated vide Clause 7, Annexure-A, of the RfS.

It is clarified that GUVNL shall bear no responsibility in declaration of commissioning/CSD of the Project.

GUVNL's scope will be limited to verifying the installation of rated capacity(ies) of the Project as per the CSD certificate issued by State Nodal Agency and submitted by the RPD. This verification will be at GUVNL's discretion and shall not constitute any certification/confirmation of commissioning/CSD of the Project by GUVNL. Prior to declaration of commencement of power supply, the RPD shall submit CSD certificate for the corresponding Installed Capacity to GUVNL as part of the requisite documents.

9.1 Part Commencement of power supply

Part commencement of supply of power from the Project shall be accepted by GUVNL subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of liquidated damages in terms of the PPA on the part which has not yet commenced supply of power. It is to be clarified that for the acceptance of the part commissioning, capacity in extent ratio of the project components specified under Schedule-7 of PPA must be commissioned. If extent ratio is not

commissioned for the part commissioning than it will be treated as component commissioning and tariff for such component commissioning shall be applicable as per PPA.

However, the Scheduled Commencement of Supply Date (SCSD) will not get altered due to part commencement of supply. Irrespective of dates of part commencement of power supply, the PPA will remain in force for a period as specified in the PPA.

Penalty on account of shortfall in Project performance during the first year after the commencement of supply of power shall be recovered by encashing the addition PBG submitted after the SCSD by the RPD, in case the penalty is not paid by the RPD.

The RPD shall submit a fresh Bank Guarantee (BG) for a validity of 15 months from the date of commencement of power supply from the last part capacity/capacity finally accepted under the PPA. This BG, to be issued in the format identical to the PBG, will be issued for an amount equal to the project PBG amount (as per RfS clause 18). Penalty on account of shortfall in Project performance during the first Contract Year shall be recovered by encashing this BG, in case not paid by the RPD. The PBG submitted in lieu of timely commencement of power supply may also be retained to cover this guarantee (subject to enhanced validity), with the remaining amount to be covered by an additional BG.

This BG will be returned after completion of the time period of one year after commissioning of last part capacity/capacity finally accepted by GUVNL under the PPA.

9.2 Commencement of Supply Schedule and Penalty for Delay in Commencement of supply

a. The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on **24 months** from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 10.10.2023, then SCSD shall be 09.10.2025).
b. The maximum time period allowed for commencement of power supply from the full Project Capacity with applicable penalty, shall be limited to the date as on **6 months** from the SCSD or the extended SCSD (if applicable) (for e.g., if SCSD is 10.10.2025, then the above deadline for commencement of power supply shall be 09.04.2026).
c. In case of delay in commencement of power supply beyond the SCSD until the date as per Clause 9.2.b above, as part of penalty, the PBG shall be encashed on per day basis and proportionate to the Contracted Capacity that has not

commenced supply of power. For example, in case of a Contracted Capacity of 250 MW, if commencement of power supply from 100 MW of Contracted Capacity gets delayed by 18 days beyond the SCSD, then the penalty shall be calculated as: PBG amount X (100/250) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.

d. For delay in commencement of power supply beyond the date as per Clause 9.2.b above, the following shall be applicable:
   i. The Contracted Capacity shall stand reduced/amended to the capacity that has commenced supply of power until the date as per Clause 9.2.b. above, and PPA for the balance Contracted Capacity will stand terminated.

e. In case of reduction in the Contracted Capacity, the demand profile to be met by the RPD shall be proportionately reduced and any power being supplied over and above the modified demand profile shall be treated as excess power under the respective RfS/PPA provisions. For example, in case of a Contracted Capacity of 400 MW, the non-zero demand profile to be met becomes 400 MW (as per Annexure-B). Now, in case the Contracted Capacity gets modified to 200 MW, the non-zero demand profile to be met shall get modified to 200 MW as per Annexure-B, and supply of 300 MW in a particular time-block by the RPD where demand is 200 MW, will be treated as excess power.

10 *Delay in Commencement of power supply on Account of Delay in Transmission system*

10.1 The responsibility of obtaining General Network Access (GNA) up to the Interconnection Point(s) shall be of the RPD to commencement of supply of power from the project. For drawl of power, the GNA is require to be obtained by GUVNL. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU/STU and/or there is a delay in readiness of the ISTS/STU substation at any interconnection Point(s), including readiness of the power

evacuation and transmission infrastructure of the ISTS/STU network until SCSD of the Project, and it is established that:

i. The RPD has complied with the complete application formalities as per Clause 7.4 above and as per the Detailed Procedure as issued by the CTU/STU,

ii. The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and

iii. The delay in grant of connectivity/GNA by the CTU/STU and/or delay in readiness of the ISTS/STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD;

The above shall be treated as delays beyond the control of the RPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Interconnection Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by GUVNL.

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the RPD, GUVNL may extend the SCSD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the RPD, extension requests under this clause shall be dealt by GUVNL on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Clause, the phrase "change in Project location" or its similar connotations, shall refer solely to change in Interconnection Point(s) of the Project.

Further, in case of delay in commencement of power supply on account of reasons solely attributable to the RPD, resulting in any liquidated damages/penalty levied on the GUVNL including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the RPD.

10.2 Generation Compensation for off take Constraints: GUVNL may be constrained not to schedule power on account of unavailability of the Transmission Infrastructure / Grid or in the eventuality of a Backdown in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

A. **Generation Compensation in off take 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 RPD. In such cases the generation compensation will be addressed by the GUVNL in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a year, as defined in the PPA	Generation Compensation = ((Tariff X RE power (MW) offered but not scheduled by GUVNL)) X1000X No. of hours of grid unavailability However, in case of third party sale or sale in the power exchange, as price taker, the 95% of the amount realized , after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

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

B. ***Payment in case of reduced offtake*:** The RPD and the GUVNL shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the offtake of power is not done by the GUVNL, including non-dispatch of power due to non-compliance with "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of 'must run' status for RE Power, the RPD shall be eligible for payment from the GUVNL, corresponding to the reduced off take, in terms of following manner:

Reduced offtake	Provision for Generation Compensation
Reduced Offtake beyond 175 hours in a year, as defined in the PPA	Generation Compensation = ((Tariff X RE power (MW) offered but not scheduled by GUVNL)) X1000X No. of hours of Reduced Offtake However, in case of third party sale or sale in the power exchange, as price taker, the 95% of the amount realized , after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

10.3 For claiming compensation as per 10.2.A & 10.2.B above, the generator must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the contracted capacity and the quantum of power scheduled by GUVNL.

11 Early Commencement of supply of power

11.1 The RPD shall be permitted for full as well as part-commencement of power supply from the project even prior to the SCSD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of the RPD, and first right of refusal for offtake of such power will be vested with the GUVNL. In case GUVNL agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff.

In case GUVNL does not agree to purchase such energy, early part/full commencement of power supply shall still be allowed and the RPD will be free to sell such energy to a third party until SCSD or the date of commencement of procurement of power from the Project as notified by GUVNL, whichever is earlier. Such intimation regarding consent to procure energy from early commencement of supply shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal. It is to be clarified that 15 days period for consideration of RPD's offer shall be from date of acknowledgement of receipt of RPD's offer by GUVNL.

11.2 In case of multiple Project components, and if one or more such component (wind, solar PV or any other RE source) is/are ready for

injection of power into the grid, but the remaining component(s) is/are unable to commence supply of power, the RPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with GUVNL. In case GUVNL decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 50% of the PPA Tariff. Following should be noted under this scenario;

The above scenario does not qualify under the provisions of Part/Early Commencement of power supply under the RfS, and PPA. This is a special scenario wherein in case one or more project component(s) is/are ready, the power supply from such component is not wasted. The above scenario will be applicable until the RPD is ready to commence power supply as per the provisions of Clauses 9 and 11.1 of the RfS.

SECTION 3.

STANDARD CONDITIONS OF CONTRACT

12 Obtaining RfS Documents

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

13 Cost of Documents & Bid Processing Fees

Prospective Bidders are required to submit their Project proposals in response to this RfS document along with non-refundable Cost of RfS Documents and Bid Processing Fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

Upon making the necessary payments, the prospective Bidders shall immediately write to GUVNL as emails provided on the RfS, providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. GUVNL will not be liable for any delay in issuing necessary invoices in this regard.

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

14 Project Scope & Technology Selection

Under this RfS, the RPD shall set up the RE Power Project(s), including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project(s)and/or dedicated transmission network upto the Interconnection/ Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the RPD. The Projects to be selected under this scheme provide for deployment of RE and ESS capacities. However, the selection of Projects would be technology agnostic.

15 Not Used

16 *Clearances Required from the State Government and Other Local Bodies*

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

a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
b. Forest Clearance (if applicable) for the land for the Project.
c. Approval for water from the concerned authority (if applicable) required for the Project.
d. RPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary Ministry of Defense clearances within 90 days of Effective Date of PPAs and forward the copies of application to GUVNL within 07 days of filing the applications.
e. In case of Projects being set up in the States of Gujarat & Rajasthan, the RPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
f. Any other clearances as may be legally/statutorily required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, will be required to be submitted to GUVNL prior to commencement of power supply from the Project, if sought by GUVNL. In case of any of the clearances as indicated above being not applicable for the said Project, the RPD shall submit an undertaking in this regard, and it shall be deemed that the RPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the RPD. The RPD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

The RPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Project is located. It shall be the responsibility of the RPD to remain updated about the applicable charges payable to the SNA under the respective State Policy.

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

necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

17 Earnest Money Deposit (EMD)

17.1 Based on the cumulative Installed Capacity committed by the Bidder as part of its response to RfS, Earnest Money Deposit (EMD) shall be submitted as per the following formula:

EMD amount = Rs. [9,28,000 * S + 12,64,000 * W] *D + 3,66,000 * E

where,

S= Rated Installed Capacity of Solar component (in MW);

W= Rated Installed Capacity of Wind component and other RE generating sources (in MW);

E= Rated cumulative Installed Capacity of the ESS component (in MWh);

D= Multiplication factor = (A/B);

A= Annual Energy (kWh) to be supplied by the Bidder as per the demand profile under the RfS = 7393200 * C;

C= Contracted Capacity of the Project (in MW);

B= Annual Energy (kWh) to be supplied from the Project based on committed Installed capacity = (S * 0.26 + W * 0.35) * 8760 * 1000 - 0.20*Z kWh;

Z= Annual Energy proposed to be supplied through ESS (kWh).

The EMD shall be submitted in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with the bid, failing which, the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

17.2 As per Finance Department, Govt. of Gujarat GR No. FD/MSM/efile/4/2023/0057/DMO dated.21/04/2023, Bank Guarantee from the following Banks will be acceptable. However the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time shall be considered. The presently applicable list is as under;

Sr No	Name of Banks
(A)	Guarantees issued by following Banks will be accepted as SD/EMD on permanent basis
	1. All Nationalized Banks.
	Guarantees issued by following Banks will be accepted as SD/EMD for Period up to 31/03/2024. The validity cut-off in GR is with respect to date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee

(B)	1	AXIS BANK
	2	A U Small Finance Bank
	3	Bandhan Bank
	4	BNP Paribas
	5	City Union Bank -
	6	CSB Bank
	7	DBS Bank India Limited
	8	DCB bank
	9	Equitas Small Finance Bank
	10	Federal Bank
	11	HDFC BANK
	12	HSBC Bank
	13	ICICI Bank
	14	IndusInd Bank
	15	Karnataka Bank
	16	Karur Vyasa Bank
	17	Kotak Mahindra Bank
	18	South Indian Bank
	19	Standard Chartered Bank
	20	Tamilnadu Mercantile Bank
	21	Utkarsh Small Finance Bank
	22	The Kalupur Commercial Co-operative Bank Ltd.
	23	The Ahmedabad Mercantile Co-operative Bank Ltd.
	24	Nutan Nagrik Sahakari Bank Ltd.
	25	Rajkot Nagarik Sahakari Bank Limited
	26	Sarswat Co-Operative Bank
	27	SVC Co-Operative Bank
	28	The Gujarat State Co-Operative Bank
	29	The Mehsana Urban Co-operative Bank Ltd
	30	The Surat District Co-Operative Bank
	31	The Surat People Co-Operative Bank
	32	Saurashtra Gramin Bank

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable, provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

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

17.4 **Forfeiture of EMD:**

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

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

ii. In case, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS or does not execute the PPA within the stipulated time period;

iii. If after issuance of LOI, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;

iv. If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 18 of the RfS.

18 Performance Bank Guarantee (PBG)

18.1 Bidders selected by GUVNL based on this RfS shall submit Performance Guarantee for a value determined as per the following formula:

PBG amount = Rs. [23,20,000* S + 31,60,000* W] *D + 9,15,000 * E

where,
S= Rated Installed Capacity of Solar component (in MW);
W= Rated Installed Capacity of Wind component and other RE generating sources (in MW);
E= Rated cumulative Installed Capacity of the ESS component (in MWh);
D= Multiplication factor = (A/B);
A= Annual Energy (kWh) to be supplied by the Bidder as per the demand profile under the RfS = 7393200 * C;
C= Contracted Capacity of the Project (in MW);
B= Annual Energy (kWh) to be supplied from the Project based on committed Installed capacity = (S * 0.26 + W * 0.35) * 8760 * 1000 - 0.20*Z kWh;
Z= Annual Energy proposed to be supplied through ESS (kWh).

PBG shall be submitted by the Bidders prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the **Format 7.3C** with a validity period up to (& including) the date as on 09 months after the SCSD. On receipt and after successful verification of the total PBG in the acceptable form, the BG submitted towards EMD shall be returned by GUVNL to the successful Bidder. It may be noted that PPA will be signed only

upon successful verification of the PBG submitted by the RPD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the RPD prior to expiry of validity of the PBG.

18.2 Since the PBG is linked to the Installed Capacity of the Project, and the same is allowed to be modified subsequent to issuance of LOI, in case of enhancement/reduction in the Installed Capacity until the date as per Clause 4.2. (viii) above, for which modified connectivity is granted for the Project, the RPD will be required to submit the revised PBG corresponding to the revised Installed Capacity prior to commencement of supply of power from the Project(s).

18.3 The PBG is required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.

18.4 PBG shall be submitted separately for each Project. The RPD shall furnish the PBG as per list of bank mentioned in the RfS. In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 38.1.ii of the RfS.

18.5 The format of the Bank Guarantees prescribed in the Format 7.3A (EMD)/Format 7.3C (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.

18.6 Not Used

18.7 The selected Bidder is required to sign PPA(s) with GUVNL within the timeline as stipulated in Clause 21 of the RfS. In case, GUVNL offers to execute the PPA(s) with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS, or does not meet eligibility criteria upon submission of documents, or does not execute the PPA(s) within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by GUVNL from the Bank Guarantee available with GUVNL (i.e. EMD or PBG) as liquidated

damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/RPD agrees that in case of invocation of BG, GUVNL is under no obligation to produce any estimate of loss in this regard.

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

18.9 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/RPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to GUVNL Bank Account and a confirmation in this regard is received by GUVNL".

18.10 Not Used

18.11 After the bidding process is over, GUVNL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG shall be returned to the RPDs within 45 days of successful commencement of supply of power from the last part capacity/capacity finally accepted under PPA, after taking into account any penalty due to delays in commencement of supply of power as per Clauses 9.1 and 9.2 of the RfS.

19 Not Used

20 Not Used

21 Power Purchase Agreement (PPA)

21.1 GUVNL shall enter into Power Purchase Agreements (PPAs) with Bidders selected based on this RfS. A copy of standard PPA to be executed between GUVNL and the selected RPD is available on ISN-ETS Portal and also on GUVNL's website. The PPA may be signed after adoption of tariff by GERC. PPA(s) will be executed between GUVNL and Selected Bidder or its SPV for the Project(s) which shall be valid for a period of 25 years from the date of SCSD as per the provisions of PPA. Provided further that in case, the order of adoption of Tariff by the Commission is not received within 60 days or delayed beyond 60 days from the date of filling petition for adoption of tariff, either Party shall not be liable for payment of any compensation to other Party for any loss or damage on account of such delay in approval of the Appropriate Commission

Note: PPA will be executed between GUVNL and the RPD as per the breakup of the cumulative Contracted Capacity as awarded to the Selected Bidder, and will be signed separately for each Project. The RPD shall provide the Project breakup for the cumulative capacity quoted in the Covering Letter (Format 7.1), and this breakup may be changed by the RPD subsequent to issuance of LOI up to the date as on 30 days from issuance of LOI. For example, If the bidder has been issued a single LOI for a cumulative capacity of 200 MW, the successful bidder may choose to split the 200 MW in to more than one project (2x100 MW, for example) within the above deadline.

The Installed Capacity break-up against contracted capacity, as submitted as part of the Bidder's response to RfS shall remain unchanged until issuance of LOI. The same can be changed by the RPD without changing contracted capacity subsequent to issuance of LOI, in line with Clause 4.2.(viii) of the RfS. Delay in meeting the PPA timelines on account of changes in the Installed Capacity, shall be at the risk and cost of the Successful Bidder. The PPA(s) will be signed after adoption of Tariff by Appropriate commission (i.e. GERC).

21.2 The PPAs shall be valid for a period of 25 years from the SCSD. The RPDs are free to operate their Projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the RPD, GUVNL as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.

21.3 The Performance Bank Guarantee as per Clause 18 above , shall be submitted by the RPD prior to signing of PPA. Before signing of PPA between GUVNL and the RPDs, GUVNL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the RPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

21.4 Successful Bidders will have to submit the required documents for PPA signing to GUVNL within 30 days from the issue of LOI. Effective Date of the PPA shall be the date as the date of signing of PPA after adoption of tariff as approved by GERC.

21.5 Not Used

21.6 The RPD will be free to repower the Projects from time to time during the PPA duration at its own risk and cost, pursuant to Clause

8 above. However, GUVNL will be obliged to buy power only up to the Contracted Capacity as per the PPA.

21.7 In case the Project is ready for part/full commencement of supply of power but the PPA has not been signed, No-objection Certificate (NOC) may be issued to the RPD (if sought by the RPD) for third-party sale of power from the Project until signing of PPA. The NOC so granted shall be withdrawn by GUVNL once the readiness of off-take of the power as per PPA is intimated by GUVNL with a notice period of 7 calendar days.

22 Financial Closure or Project Financing Arrangements

22.1 "Financial Closure" shall mean arrangement of necessary funds by the Power Producer either by way of commitment of funds by the Company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance.

22.2 RPD 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 (if applicable).

22.3 The RPD shall obtain financial closure within twelve (12) months from date of execution of PPA for Non-Park & Park based tenders.

22.4 The RPD 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.

22.5 An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the RPD, on advance payment of extension charges of Rs.1000/- per day per MW plus GST as applicable. In case of any delay in depositing this extension charge, the RPD 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 SCSD. Any extension charges paid so, shall be returned to the RPD without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the RPD shall not be refunded by GUVNL

23 Not Used

24 Not Used

25 *Shareholdingby the Promoter*

25.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LOI, the RPD shall provide information about its promoters and their shareholding in the Company before signing of PPA with GUVNL.

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

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

i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
iv. Transfer of shares within the members of Immediate Promoter Group only.
v. Transfer of shares to IEPF.
vi. Issue of Bonus Shares.

25.3 In case of the Successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company/Consortium until 1 year after the SCSD, except with the prior approval of GUVNL.

25.4 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained up to1 year after SCSD.

25.5 In case of Project being executed through SPVs: The Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA shall not fall below 51% at any time prior to 1 year after SCSD, except with the prior approval of GUVNL. 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 year after SCSD, except with

the prior approval of GUVNL. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) years from the SCSD, except with the prior approval of GUVNL.

25.6 Any change in the shareholding after the expiry of 1 year after SCSD can be undertaken under intimation to GUVNL.

26 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 are stated at Annexure – D. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

i. Covering Letter as per **Format 7.1.**

ii. 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 7.2.**

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

iii. Bank Guarantee against Earnest Money Deposit (EMD) as per **Format 7.3 A.**

iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

i. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with GUVNL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

ii. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

iii. 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.

v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

vi. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

vii. Undertaking as per **Format 7.7A & 7.7B.**

viii. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.

ix. Not used.

x. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9** (to be filled out separately for each Project) and undertaking for the commitment of financial closure as per **Format 7.9A**.

xi. Not Used

xii. Attachments

i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar/ Wind Power plant development.

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

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

iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. GUVNL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate

parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2022-23, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable).

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

xiii. Covering letter of the Financial bid as per **Format - 7.11.**

xiv. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.12.**

27 Important Notes and Instructions to Bidders

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

27.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 21 of the RfS.

27.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, GUVNL reserves the right to reject such response to RfS and/or cancel the Letter of Intent, 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.

27.4 If the event specified at 27.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

27.5 Response submitted by the Bidder shall become the property of the GUVNL and GUVNL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 18 of the RfS.

27.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA) submitted online must

be digitally signed by the person authorized by the Board as per Format 7.4.

27.7 The response to RfS shall be submitted as mentioned in Clause 26 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, GUVNL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

27.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

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

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

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

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

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

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

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

27.16 All the financial transactions to be made with GUVNL, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

28 *Non-Responsive Bid*

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

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

(a) Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
(b) Response to RfS not received by the due date and time of bid submission.
(c) 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;
(d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
(e) Non-submission of payment details against Cost of RfS Document and/or Bid Processing Fee.
(f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
(g) Except for the scenario as per Clause 5.1 above, 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.
(h) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

29 *Method of Submission of Response to RfS by the Bidder*

29.1 Documents to be Submitted Offline

The bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Superscribed as **"Bidding Envelope containing Covering Envelope, Pass Phrase Envelope - 1 & Pass Phrase Envelope -2"** at the top of the Envelope and "Name & Address of the Bidder" on the left hand side bottom must contain the following:

i. Covering Envelope: Superscribed as "Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution" must contain the following:

- Details of Payment (NEFT/RTGS) of RfS Document as mentioned in Bid Information Sheet.
- Details of Payment (NEFT/RTGS) of Processing Fees as mentioned in the Bid Information Sheet.
- Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder.
- Covering Letter as per Format-7.1,
- Power of Attorney as per Format 7.2 (if applicable),
- Board Resolution as per Format 7.4
- Consortium Agreement as per Format 7.5 (if applicable)
- Undertaking for commitment to Financial Closure as per format 7.6
- Undertakings as per format 7.7A and 7.7B
- Letter for Disclosure, as per Format 7.8
- CA Certificate certifying Net Worth
- List of Shareholders / Promoters / Directors
- Certificate of Registration / Provisional Registration for GST

ii. Pass-PhraseEnvelope-1: Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope

iii. Pass-Phrase Envelope-2: Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope.

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 bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs. on 20.11.2023, the above deadline will expire at 18:00 hrs on 22.11.2023. In case 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:

Selection of RE Power Developers for Procurement of 500 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects in India under Tariff-based Competitive Bidding (GUVNL-FDRE-I)	
Contracted Capacity quoted	_____ *MW*
RfS Reference No.	***GUVNL / 500 MW / FDRE (Phase I) dtd ...***
Submitted by	*(Enter Full name and address of the Bidder)*
Organization ID (OID) on ETS portal	*(Enter the OID through which the Bid has been submitted online on ETS portal)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**General Manager (RE)** **Gujarat Urja Vikas Nigam Ltd** **Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007** **Email – gmre@guvnl.com**

Bidders shall not submit documents other than the documents listed above in the offline bid. All other documents except mentioned above shall be submitted in the online bid only.

29.2 Documents to be Submitted Online

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

If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be encashed, the EMD(s) shall be returned and the submitted bid will stand cancelled.

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

I. **Technical Bid (First Envelope)**

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

(a) Formats - as elaborated and applicable in Clause 26 of the RfS.
(b) All attachments elaborated in Clause 26 of the RfS, under the sub-clause xiii: Attachments, with proper file names.
(c) All supporting documents regarding meeting the eligibility criteria.
(d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
(e) 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 ISN-ETS portal as part of Technical Bid.

II. **Financial Bid (Second Envelope)**

1. Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):
   (a) Covering letter as per Format - 7.11 of the RfS
   (b) Preliminary Estimate of Cost of the Project, as per Format 7.12 of the RfS.

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

III. **Important Note:**

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.

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

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

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

(e) In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to GUVNL), the respective amounts paid to GUVNL will be refunded without any interest payment, to the respective Bidder.

30 *Notice Board for Display*

The RPD will have to put a notice board (at least 180 cm x 120 cm) at its project site main entrance prominently displaying the following message before commencement of power supply under the PPA.

___ MW Grid Connected RE Power
Owned and operated by
---------- (insert name of the RPD)
[Under RfS Selection of RE Power Developers for Procurement of 500 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects in India under Tariff-based Competitive Bidding
(GUVNL-FDRE-I)
by

Gujarat Urja Vikas Nigam Limited]

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

31 *Validity of the Response to RfS*

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 months 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.

32 *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.

33 *Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments*

33.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.

33.2 GUVNL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and GUVNL's response will be uploaded in the website https://www.bharat-electronictender.comand on GUVNL's websitehttps://www.guvnl.com. If necessary, amendments, clarifications, elaborations shall be issued by GUVNL which will be notified on GUVNL/ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.

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

33.4 Enquiries may be sought by the Bidder from Name of the Authorized Person of GUVNL:

Name of the Authorized Person of GUVNL	Contact Details:
Sh H N Shah General Manager (RE)	Phone (M):+91-9925213827 E-mail: *gmre@gebmail.com*
Sh M K Jani Superintending Engineer (RE1)	Phone No: +919925208486 Email ID: eere2.guvnl@gebmail.com
Sh B B Patel Executive Engineer (RE)	Phone (M): +91-9913911655 Email: *eere1.guvnl@gebmail.com*

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

Note: In the event of cancellation of LoIs prior to signing of PPAs, bid processing fee will not be refunded.

35 *Post Award Compliances*

RPD shall submit quarterly project report in the month of February, May, August and November showing specific status of the following milestones for performance monitoring of the Projects from the date of issuance of LoI;

a. Application of registration of project with GEDA in case project is to be set up in the Gujarat and State Nodal Agency in case of project is to be set up outside of Gujarat.
b. Connectivity application
c. Financial Closure
d. Award of EPC contract
e. Solar PV Module Supply Agreement
f. WTG Supply agreement
g. Land acquisition
h. Civil work status
i. Erection work status
j. Commissioning

In addition to above, selected bidders shall achieve 'Financial Closure' and 'Land acquisition' as under:

Land Acquisition: "Land Acquisition" shall mean acquisition of required land to establish RE Project by the RPD either by way of purchase of land or through lease/rent of the land. At this stage, RPD shall ensure submission of notarized copy of sale deed or / and lease / rent agreement evidencing the acquisition of land. The RPD shall acquire land for the project within eighteen (18) months from date of execution of PPA for Non-Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Land Acquisition date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents. An extension for the acquisition of land can however be considered by GUVNL, on the sole request of the RPD, on advance payment of extension charges of Rs.1000/- per day per MW plus GST as applicable. In case of any delay in depositing this extension charge, the RPD has to pay an interest on this extension charge for the days lapsed beyond due date of Land Acquisition @ SBI MCLR (1Year). This extension will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the RPD without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD.

GUVNL shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance

documents. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the RPD.

However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the RPD shall not be refunded by GUVNL.

SECTION 4.

QUALIFICATION REQUIRMENTS (QR) FOR BIDDERS

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

36 *General Eligibility Criteria*

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

36.1 The Bidder shall be a Company as defined.

36.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

36.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, Clause 36.7 of the RfS shall be applicable.

36.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

i. 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).

ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

iii. "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.Limited Liability Partnership (LLPs) are not eligible for participation.

iv. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

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

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

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

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

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

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

vii. A consortium where any member of the consortium falls under any of the above.

v. "Beneficial owner" for the purposes of Clause 36.4.iii.iv. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.

vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.

vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

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

36.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.

36.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to GUVNL, shall incorporate a Project company with

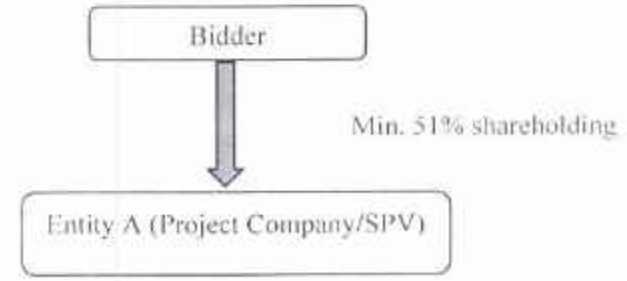
equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with GUVNL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to SCSD of full Project Capacity, except with the prior approval of GUVNL.

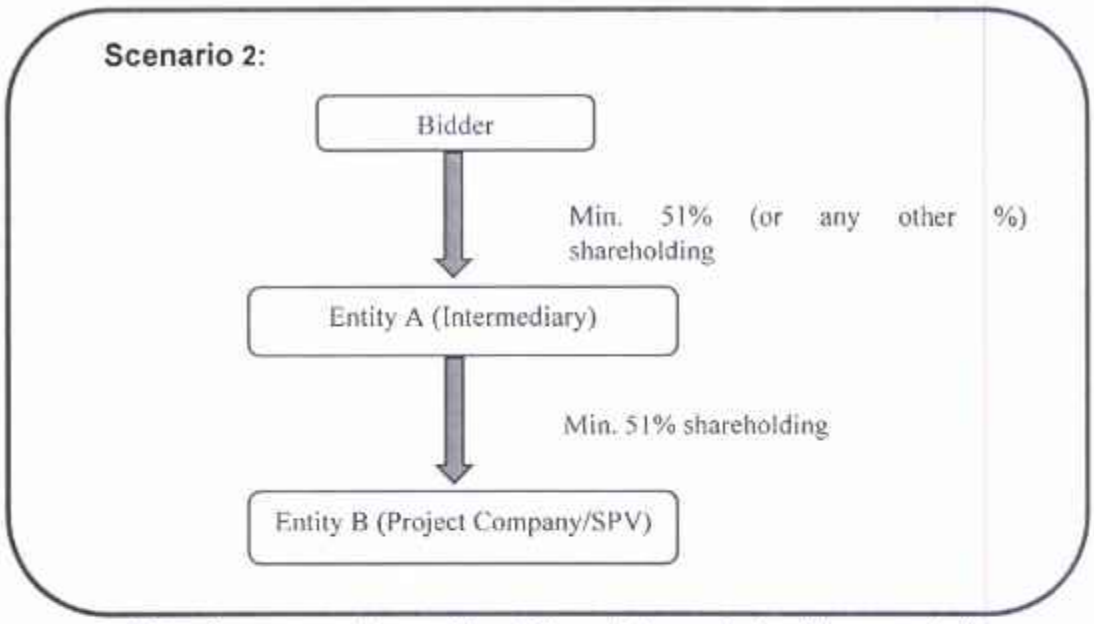
36.8 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake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

Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies.The Bidder shall submit an undertaking to this effect as per Format 7.7 of the RfS.

36.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 36.3 and 36.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:





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

37 Technical Eligibility Criteria

37.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9.

37.2 In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the SCSD of the Project will be allowed for deployment under this RfS.

37.3 The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg." and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of dispatch(procurement from within India)/filling of BOE with Indian Customs (procurement from outside India) of such modules.

37.4 The wind power projects will be developed as per the Guidelines issued by the Government of India or its agencies for development of Wind Power Projects. For solar modules and balance of systems, the technical guidelines issued by the Government of India from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commencement of power supply

from the Project, will be followed. Installation of other RE generating sources as part of the Project shall be governed by applicable technical standards issued by the Government from time to time.

37.5 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 22 of RfS. The undertaking shall be submitted as per enclosed Format 7.9.

37.6 The Projects shall also comply with the criteria for power generation as detailed in Clause 8 of the RfS.

38 Financial Eligibility Criteria

38.1 Net-Worth

i. The Net-Worth of the Bidder should be equal to or greater than the amount calculated as per the following formula, based on the Installed Capacity break-up quoted by the Bidder:
Minimum Net-Worth requirement shall be the amount calculated as 10 times the amount payable as part of EMD in line with Clause 17 of the RfS. For example, if the EMD calculated as per Clause 17 is determined as Rs. 75 lakhs, the minimum Net-Worth requirement shall be Rs. 75 lakhs x 10, i.e. Rs. 7.5 Cr. (INR 7,50,00,000).
The above Net-Worth amount shall be demonstrated by the Bidder as on the last of previous Financial Year, i.e., FY 2022-23 or as on the day at least 7 days prior to the bid submission deadline.

ii. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder fails to do so in accordance with the RfS.

iii. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

iv. **Note:** In case of revision in Installed Capacity prior to signing of PPA, resulting in an increase in the Installed Capacity being committed by the RPD, the RPD will be required demonstrate the revised Net-Worth requirements based on the revised Installed Capacity.

38.2 Not used

38.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 38.1 above. In case of the Bidder being

a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

38.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.

38.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2022-23, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

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

38.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 39.6.

38.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and the minimum Net-Worth requirement for the quoted Installed Capacity works out to be Rs. 1000 Crores, then requirement of Net-Worth to be met by Lead Member A would be Rs. 700.00 Crores and the Net-Worth to be demonstrated by Member B would be Rs. 300.00 Crores. Similar methodology shall be followed for computation of liquidity requirement.

Note: Wherever applicable, audited accounts for the last FY 2022-23 will be required to be submitted for meeting the qualification requirements.

SECTION 5.

BID EVALUATION AND SELECTION OF PROJECTS

39 *Bid Evaluation*

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

40 *Techno-Commercial Evaluation of Bidders (Step 1)*

40.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by GUVNL whose required documents as mentioned at **Clause 29 of the RfS** are received by GUVNL. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee.

For e.g., if the bid submission deadline is 18:00 hrs. on 05.10.2023, the online bid opening will be conducted on 07.10.2023. In case of the above date being a holiday, the bids will be opened on the next working day.

40.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.

40.3 Subject to **Clause 28** of the RfS, GUVNL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of 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 07 (seven) days from the date of such intimation from GUVNL. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. GUVNL shall not be responsible for rejection of any bid on account of the above.

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

41 *Financial Bid Evaluation (Step 2)*

41.1 In this step, evaluation of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff" quoted by the Bidder in

the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

It is to be clarified that bidder shall quote the tariff considering all requirement upto the delivery point as per RfS.

41.2 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

41.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single "First Round Tariff" in Indian Rupee per kWh for all the Projects applied for. **The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only**. If it is quoted with more than two digits after decimal, digits after the first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

41.4 In this step, evaluation will be carried out based on the tariff quoted by Bidders. It is clarified that irrespective of the Installed Capacities quoted by the Bidders, short listing and award of capacities under the RfS will be carried out based on the cumulative Contracted Capacities quoted by them.

41.5 On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate Contacted Capacity as quoted by the short-listed Bidders is lower than or equal to 400MW, then the procedure as elaborated in Clause No. 42.2 shall be followed.

41.6 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of GUVNL. Thereafter, GUVNL will take appropriate action as deemed fit.

41.7 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.

41.8 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause 42.2 of the RfS.

41.9 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid (Tariff in INR/ kWh)	Ranking
B1	INR 3.10	*L1*
B2	INR 3.20	*L2*
B3	INR 3.30	*L3*
B4	INR 3.30	*L3*
B5	INR 3.43	*L4*
B6	INR 3.60	*L5*
B7	INR 3.65	*L6*

42 Reverse Auction (Step 3)

42.1 The reverse auction for each project shall be conducted through https://www.bharat-electronictender.com portal on the day as intimated by GUVNL to the eligible bidders.

42.2 The Total eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total number of Techno-Commercially Qualified Bidders,

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

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

n = No. of bidders shortlisted for e-RA

S_E = (Eligible capacity for award)	(i) In case $S_T \leq 500$ MW, $S_E = 0.8 \times S_T$ (ii) In case $S_T > 500$ MW, $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being500 MW.

Total eligible Bidders for e-Reverse Auction

i. In case $(0.8 \times S_T) \leq 500$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Accordingly, the no. of bidders shortlisted for e-RA,
i.e., "n" = "T".

ii. In case $(0.8 \times S_T) > 500$ MW: The lowest ranked bidder, i.e., the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Accordingly, the no. of bidders shortlisted for e-RA,
i.e., "n" = "T"-1

Note:

(a) In case more than one bidder is ranked as "H1" bidder, i.e., such bidders are at the same tariff, all such bidders will be eliminated at this stage.

(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 500 MW and the minimum number of shortlisted bidders for e-RA, after elimination at this stage, remains 3. In the contradictory scenario, no elimination will take place at this stage.

For e.g. (Short listing of Bidders for reverse auction):

Scenario-1: Total bid capacity of techno-commercially shortlisted bidders= S_T=1600 MW

Sl. No	Techno commerciall y qualified Bidder	Rank	Capacit y (MW)	T	(0.8x S_T)	S_E	n*	Shortliste d Bidders
1	B3	L1	50	10	1280 MW	500 MW	9	B3
2	B5	L2	100					B5
3	B1	L3	150					B1
4	B4	L3	300					B4
5	B2	L4	250					B2
6	B6	L5	200					B6
7	B7	L6	100					B7
8	B8	L7	50					B8
9	B9	L8	300					B9
10	B10	L9	100					

*n = 10-1 = 9 as per the above formula.

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders= S_T=500MW

S. No.	Techno commercially qualified Bidder	Rank	Capacit y (MW)	T	(0.8x S_T)	S_E	n	Shortliste d Bidders
1	B3	L1	50	5	400 MW	500 MW	5	B2
2	B2	L2	100					B3
3	B1	L3	100					B1
4	B4	L4	200					B4
5	B5	L5	50					B5

*n = 5 as per the above formula

42.3 Before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause No. 42.2 above. The reverse auction will be conducted after opening of financial bids on the same day.

42.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.

i. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.

ii. The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.

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

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

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

   i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.

   ii. 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 8 (eight) 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:

   i. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.

   ii. Orange Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.

   iii. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.

If no such change as described above is effected during the last 20 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

43 Selection of Successful Bidders

43.1 Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Orange" zones as per Clause 42.5(vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

43.2 The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) +2% of the L1 tariff-hereinafter referred to as "the range"- will be declared as Successful Bidders under the RfS, subject to the following conditions:

i. 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 50 MW and the maximum cumulative capacity not exceeding 500 MW.

ii. Time stamping- In case of a 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 quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.

iii. In the above case, 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 follows:

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

43.3 Illustration: Following example provides a possible illustration of the above methodology:

- L1 tariff discovered after e-RA: Rs. 4.40/kWh
- The range (L1+2% of L1): Rs. 4.48/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	50	50	NA	4.40	L1
L2	200	250	NA	4.41	L2
L3	250	500	16:00:03	4.48	L3
L3	200	750	16:00:07	4.48	
L4	200	950	NA	4.68	
L5	200	1150	NA	4.80	

43.4 Note: The allocation of cumulative capacity shall be closed at S_E. However, in no case, shall the capacity of a single Project selected under this RfS, be less than 50 MW, subject to provision of Clause 5.1 of the RfS. In case of the last Successful Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder but greater than 50 MW, then the Project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding S_E, being awarded under the RfS.

In case the partial capacity offered to the last Successful Bidder as per Cl. 43.2 above, is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to GUVNL within 7 days of completion of e-RA and not later than 7 days of issuance of LOIs by GUVNL, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.

In case the partial capacity offered to the last Successful Bidder as per Cl. 43.2 above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding S_E. In case the last Successful Bidder refuses to accept such partial capacity offered by GUVNL, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by GUVNL.

44 *Issuance of LOIs*

At the end of selection process, Letters of Intent (LOIs) may be issued to the Successful Bidders discovered as above. The LOIs may be awarded for the Contracted Capacity as quoted by the respective successful bidder, or the partial Contracted Capacity, as the case may be. In case of a Consortium

being selected as the successful Bidder, the LOI may be issued to the Lead Member of the Consortium.

In all cases, GUVNL's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

For a particular bidder, in case the finally offered capacity by GUVNL for signing of PPA is lower than the capacity for which the LoI was issued to the said Bidder, the respective Bidder may choose to reject such modified capacity, and will be allowed to exit the process without any liability to either party (i.e. GUVNL or the Bidder), and the said refused capacity will be offered to the next successful bidder as per the list of successful bidders. In case such offered partial capacity for signing of PPA is less than 50 MW, subject to provision of Clause 5.1 of the RfS, PPA will not be executed with such Bidder.

SECTION 6.

DEFINITIONS OF TERMS

45 *Following terms used in the documents will carry the meaning and interpretations as described below:*

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

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

i. controls, or

ii. is controlled by, or

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

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

"BID" or **"PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by GUVNL.

"BIDDER" shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.

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

"BID CAPACITY" shall mean the Contracted Capacity of the RE Power Project as proposed by the Bidder.

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

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

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

"CONTRACTED CAPACITY" shall mean the AC capacity in MW contracted with GUVNL for supply of power by the RPD to GUVNL at the Delivery Point(s) of the Project(s), based on which the PPA is executed with GUVNL.

"CONTRACT YEAR" shall mean, with respect to initial contract year, the period beginning on the commercial operation date and ending at 12:00 midnight on 31st March of that Fiscal Year and thereafter each period of twelve(12) months commencing on April 1 and ending on following March 31st. Each successive Contract Year shall coincide with the succeeding Fiscal Year except that the final contract year shall end on the date of expiry of the term or on termination of this agreement whichever is earlier.

"CONTROL" shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

"CONTROLLING SHAREHOLDING" shall mean more than 50% of the voting shares of the Company or right to appoint majority Directors.

"COMMERCIAL OPERATION DATE (COD)" OR "COMMENCEMENT OF SUPPLY DATE (CSD)" shall be the date certified by GEDA or Representatives / Agency authorized by GUVNL upon successful commissioning of the full Project Capacity or the last part capacity of the Project as the case may be;

"CENTRAL TRANSMISSION UTILITY (CTU)" shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of Electricity Act 2003.

"DAY" shall mean calendar day.

"DELIVERED ENERGY" in case of projects connected with GETCO grid shall mean energy actually fed and measured by the energy meters at the Delivery Point as certified by Gujarat SLDC in State Energy Account as per provisions of PPA and in case of projects connected with CTU grid shall mean the energy supplied at the Delivery Point as certified by Gujarat SLDC in State Energy Account, based on energy certified under Regional Energy Account.

In case of import of energy in a time block for Gujarat STU connected projects, the RPD shall be required to make payment to GUVNL at the tariff of relevant HT category as determined by GERC from time to time if the project is located in Gujarat. However, if the project is located outside of Gujarat or connected with CTU Network, the RPD shall be required to make arrangement for auxiliary power

drawl/import at their own cost in accordance with applicable Regulations. In case of export of energy in a time block, the RPD shall be eligible for the receiving agreed tariff from GUVNL for such delivered energy. Following points shall also form part of this definition.

All transmission charges and losses upto Delivery Point shall be to the account of the RPD. No change in charges / losses upto Delivery Point shall be covered under Change in Law;

DELIVERY POINT" in respect of park and non-park based projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU at which the project is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of park and non-park based projects connected with Inter State Transmission Network shall be the point or points of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO.

All expenses including transmission & wheeling charges and losses between the Project and the Delivery Point shall be borne by the RPD without any reimbursement by GUVNL. Expenses including wheeling charges and losses in relation to the transmission and distribution after the Delivery Point shall be borne by GUVNL as per the mechanism stipulated in the RFS.

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

a) Madhya Gujarat Vij Company Limited,

b) Dakshin Gujarat Vij Company Limited

c) Uttar Gujarat Vij Company Limited, and

d) Paschim Gujarat Vij Company Limited

"ELECTRICITY" shall mean the electrical energy in kilowatt-hours;

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

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

"EQUITY" shall mean Net Worth as defined in Companies Act, 2013.

"FIRM AND DISPATCHABLE RE (FDRE) POWER" shall mean the power profile configuration that is defined in the RfS, which matches the demand profile specified by the GUVNL for any hour of the day, to be met by RE power sources

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

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

"FIRST TIME CHARGING (FTC)" shall mean the approval from SLDC/RLDC to RE Project Developer (RPD) for First Time Charging (FTC) after all the necessary compliance as per prescribed in "procedure of connectivity" of CERC regulation/CEA/RLDC, i.e. Study Reports, Models, additional equipment for Dynamic Reactive Power Compensators, Benchmarking Reports, Certificates etc as require by the RLDC/SLDC shall be solely complied by RE Project Developer (RPD).

"GUIDELINES" shall mean "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems" issued by the Ministry of Power vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS.

"GRID CODE REGULATIONS" or "GRID CODE" shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.

"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. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

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

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

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

"InSTS" means Intra-State Transmission System.

"INTERESTED PARTIES" shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

"INTERCONNECTION POINT" or "INJECTION POINT" shall mean a point on the grid, including a sub-station or a switchyard, where the interconnection is established between the RE Power Generator and the grid and where electricity injected into the grid can be measured unambiguously by the RLDC/SLDC.

"INTERCONNECTION FACILITIES" in respect of the Power Producer shall mean all the facilities installed by the Power Producer to enable GUVNL to receive the electrical output from the project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to nearest ISTS/STU sub-station.

"ISTS"means Inter-State Transmission System.

"JOINT CONTROL" shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).

"LEAD MEMBER OF THE BIDDING CONSORTIUM" or **"LEAD MEMBER"**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) years after the SCSD of the Project.

"LETTER OF INTENT" *or* **"LOI"** shall mean the letter issued by Gujarat Urja Vikas Nigam Limited (GUVNL) to the selected Bidder intending

to award of the Project subject to adoption of tariff under Section 63 by Hon'ble GERC;

"LIMITED LIABILITY PARTNERSHIP" or **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

"LLC" shall mean Limited Liability Company.

"MEMBER IN A BIDDING CONSORTIUM" or **"MEMBER"** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

"MONTH" shall mean calendar month.

"METERING POINT" mean the point at which energy shall be measured for supply to GUVNL and shall be the interconnecting bus bar of the GETCO / CTU substation.

"NET-WORTH" shall mean the Net-Worth as defined in Section 2 of the Companies Act, 2013.

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

"PARENT" shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

"PART COMMISSIONING" shall mean a part of the Project Capacity (AC MW) commissioned as per provisions of RfS and PPA;

"POOLING SUBSTATION/POOLING POINT" shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the RPD(s) to get connected to the ISTS/STU substation. The voltage level for such common line shall be 66 kV or above for state of Gujarat and 220kV or above for ISTS substation. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS/STU substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

"PGCIL" or **"POWERGRID"** shall mean Power grid Corporation of India Limited.

"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.

"PERFORMANCE BANK GUARANTEE" shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Clause 18;

"PROJECT" or "RENEWABLE POWER PROJECT" or "RE PROJECT" or "PLANT" shall mean the renewable energy generation facility owned by the RPD, comprising Solar Power Generating systems, Wind Power Generating systems, other renewable energy generating source(s)or a combination thereof, for supply of RE power, including ESS (which may be leased/tied-up from a third party), having single or multiple point(s) of injection into the grid at Interconnection Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall include auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to GUVNL. It may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power.

"PROJECT CAPACITY" or "INSTALLED CAPACITY shall mean the rated AC capacity of the installed Project components, i.e. Solar PV, Wind Power and any other RE generating components, along with ESS Components of the Project, as committed in the PPA. This shall be equal to the "installed capacity" for which connectivity is sought by the RPD under the GNA Regulations. The quantum of Installed Capacity (in AC MW), including that of the revised Installed Capacity, if any, shall be greater than or equal to the Contracted Capacity

"PROJECT DEVELOPER" or **"DEVELOPER"** or **"RE POWER DEVELOPER (RPD)"** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by GUVNL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of signing of PPA with GUVNL and supplying power under the PPA.

"PROJECT LOCATION(s)" shall mean the area/areas identified by the RPD, comprising village(s), Tehsil(s)/Taluka(s) and District(s) within a State or States, where the Project is being implemented.

"PROJECT COMMISSIONING" or "COMMISSIONING" The Project will be considered as commissioned by GEDA or State Nodal Agency or Representatives / Agency authorized by GUVNL if all equipment as per rated Contracted Capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA and upon certification of commissioning by respective agency as per PPA.

"PROMOTER" shall mean Promoter as defined in the Companies Act, 2013.

"RfS" or "RfS DOCUMENT" or "BIDDING DOCUMENT(S)" or "TENDER DOCUMENTS" shall mean the "Request for Selection" document issued by GUVNL including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof, vide RfS No. GUVNL / 500 MW / FDRE (Phase I) dated .2024

"REA" means the Regional Energy Account issued by Regional Load Dispatch Centre and amendment thereto.

"RLDC" means the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003.

"SCHEDULED COMMERCIAL OPERATION DATE" or "SCOD" "SCHEDULE COMMENCEMENT OF SUPPLY DATE" OR "SCSD" shall be the date as declared by the Successful Bidder in the PPA which shall not exceed 24 (twenty four) from the date of execution of the PPA for RE power with ESS.

"SEA" means the State Energy Account issued by State Load Dispatch Centre, Gujarat and amendment thereto.

"SELECTED BIDDER" or "SUCCESSFUL BIDDER" shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

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

"SOLAR PV POWER PROJECT" or "SOLAR POWER GENERATING SYSTEM/ STATION" shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

"SPECIFIED CAPACITY" shall mean the power (MW) stipulated in a particular time-block as per Annexure-B of this RfS, which the RPD is obligated to supply as per the provisions of PPA.

"STATE TRANSMISSION UTILITY (STU)" shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.

"SUB-POOLING SUBSTATION" shall mean the intermediate pooling point where power from the Solar and/or Wind Project components, along

with the Energy Storage System (ESS) is injected into and from where the power is evacuated through a single transmission line and injected into the grid / Interconnection Point. It should be noted that this point shall be prior to the Metering Point of the Project;

"TOE" shall mean Tender Opening Event.

"Tariff" shall have the meaning set forth in Article 8 of PPA.

"ULTIMATE PARENT" shall mean a Company, which owns more than 50% voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.

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

"WEEK" shall mean calendar week.

SECTION 7.

SAMPLE FORMS & 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 4 and other submission requirements specified in the RfS.

FORMAT 7.1

COVERING LETTER

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

Ref.No. _____ Date: _____

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

Tel.#:Fax#:

E-mail address#

To,
General Manager (RE)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007

Sub: Response to RfS No. ..... dated ..... for .....(Insert title of the RfS)

Dear Sir/ Madam,

We, the undersigned ..... *[insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to GUVNL, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our 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 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (strike out whichever not applicable).

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 500 MW, including this response to RfS.

We are submitting RfS for the development of following Project(s): -

Project No.	Contracted Capacity offered (MW)	Installed Capacity to be committed under the PPA (Rated capacities of respective components)	CUF (%)	Location(s) (Village, Tehsil, Dist., State)	Inter-connection Point(s) Details	Project preference*
1.		Solar PV component: ___MW				
		Wind power component: ____MW				
		Other RE power generating component: _____ MW				
		ESS component: ____MW/____MWh				
2.						

(The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 43.4 of the RfS.)

1. We give our unconditional acceptance to the RfS, dated ..... *[Insert date in dd/mm/yyyy]*, standard PPA documents attached thereto, addendums if any issued by GUVNL. In token of our acceptance to the RfS and PPA documents along with the amendments and clarifications issued by GUVNL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that we shall demonstrate clear possession and right to use of the land identified for the Project within the deadlines as indicated in the RfS. We also confirm that we will commence power supply from full project capacity within the deadline as indicated in the RfS.

2. Earnest Money Deposit (EMD):- (*Please read Clause 17 carefully before filling*)
   We have enclosed EMD of INR ..... (*Insert Amount*), in the form of Bank Guarantee no. ..... [*Insert bank guarantee number*] dated ..... [*Insert date of bank guarantee*] as per Format 7.3A from ..... [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause No. 17 of this RfS. The quoted capacity of the RE Power offered by us is ..... MW [*Insert capacity proposed*].(strike off whichever is not applicable).

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/ of the requisite value(s) towards PBG within due time as mentioned in Clause No. 18 of this RfS on issue of LOI by GUVNL for the selected Projects and/ or we are not able to sign PPA with

GUVNL within the timeline as stipulated in the RfS for the selected Projects, GUVNL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We hereby declare that the Project Capacity, for which the bid is being submitted by us has already been commissioned by us, and for the same, we have not suo-motu terminated any already signed PPAs with any entity for participating in this RfS under Clause 1.7 of the RfS. (applicable only in case of already commissioned Projects).

5. We have submitted our response to RfS strictly as per Chapter 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

6. We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and GUVNL offers a capacity which is greater than or equal to 50% of our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

7. Acceptance:-We hereby unconditionally and irrevocably agree and accept that the decision made by 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 from the provisions of the RfS and all claims in respect of this process.

   We also unconditionally and irrevocably agree and accept that the decision made by GUVNL in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

8. Familiarity with Relevant Indian Laws &Regulations: -
   We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

9. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, 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.

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. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity on or before SCSD. In the event of delay in commissioning, the provisions of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with STU / CTU grid is established and GEDA in case project located in Gujarat and State Nodal Agency / Representatives / Agency authorized by GUVNL in case project located outside of Gujarat issues certificate of commissioning.

12. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from GUVNL.

13. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

14. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e., a period upto the date as on 12 months from the last date of technical bid opening].

15. **Contact Person**

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

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

16. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____day of_____, 20....

Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium)
(To be provided by each of the other members of the Consortium in favor of the Lead Member)
(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of INR 300/-)

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at ....., ..., and M/s ..... having its registered office at ....., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered/ Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name
Designation
Accepted

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

Attested
Place:
Date:)

(Signature of the executant)

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

Place: ----------
Date: ----------

FORMAT 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of INR 300/-)

Reference: .....
Bank Guarantee No.: .....
Date: .....

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for **Selection of RE Power Developers for Procurement of 500 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects in India** under Tariff-based Competitive Bidding (GUVNL / 500 MW / FDRE (Phase I) of the capacity of ..... MW [*Insert Contract capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Gujarat Urja Vikas Nigam Limited (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of .....[*Insert 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 [*Insert Name of the Place from the address of GUVNL*] forthwith without demur on demand in writing from GUVNL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [*Insert amount not less than that derived in line with Clause 17.1 of the RfS*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____[*insert date of validity in accordance with Clause No. 17 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause No. 17 of this RfS*]. GUVNL shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause No. 17 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, in order to make the said payment to GUVNL.

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause No. 17 of this RfS*].

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

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [*Insert Name and Address of the Bank*] __

Contact Details of the Bank:
E-mail ID of the Bank:
Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of INR 300/-.
2. The Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in Clause 17.2 of the RfS.
3. The Bank Guarantee shall be strictly as per format and any deviation / addition in the text of Bank Guarantee shall make the bidder's bid liable for rejection.
4. Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :

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

FORMAT 7.3 B

NOT USED

FORMAT 7.3C

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)
(format applicable for PBG against clause 18 and Clause 9.1)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of INR 300/-)

Reference: .....
Bank Guarantee No.: .....
Date: .....

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected RE Power Developer' or 'RPD') submitting the response to RfS inter alia for ..... [*Insert title of the* RfS] of the Contracted Capacity of ..... MW [*enter Contracted Capacity as per the PPA*] through setting up of .....MW [*Insert committed Installed Capacity as per the PPA*] of Installed Capacity, at .....*[Insert name of the Project location(s)]*, for supply of power there from on long term basis, in response to the RfS dated..... issued by Gujarat Urja Vikas Nigam Limited (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of .....[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the RE Power Developer and issuing Letter of Intent No. _____ to _____ (*Insert Name of selected RE Power Developer*) as per terms of RfS and the same having been accepted by the selected RPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected RE Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS and or PPA, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 forthwith on demand in writing from GUVNL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [*Insert name of the selected RE Power Developer/ Project Company*]

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

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only).

Our Guarantee shall remain in force until..... (Insert validity date being date up to 9 months from SCSD) and GUVNL shall be entitled to invoke this Guarantee till ..... (Claim period at least up to 12 months from SCSD)

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, in order to make the said payment to GUVNL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected RE Power Developer / Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require GUVNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GUVNL in respect of any payment made hereunder

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until ..... With claim period till ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GUVNL serves upon us a written claim or demand.

Signature: _____
Name: _____
Power of Attorney No.: _____
For
_____ *[Insert Name and Address of the Bank]* _____

Contact Details of the Bank:
E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

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 clause 17.2 of the RfS.
3. The Bank Guarantee shall be strictly as per format and any deviation / addition in the text of Bank Guarantee shall make the bidder's bid liable for rejection.
4. Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :

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

FORMAT 7.3D

NOT USED

FORMAT 7.4

FORMAT FOR BOARD RESOLUTIONS

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

1. **RESOLVED THAT** Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____dated_____ and subsequently issued addendums and communications thereto, if any for _____(insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to Gujarat Urja Vikas Nigam Limited (GUVNL), representing us in all matters before GUVNL, and generally dealing with GUVNLin all matters in connection with our bid for the said Project. (***To be provided by the Bidding Company or the Lead Member of the Consortium***)

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

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

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (.....%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ---------- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by each Member of the Bidding Consortium including Lead Member)**

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated ..... executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

FORMAT 7.5

FORMAT FOR CONSORTIUM AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

THIS Consortium Agreement ("Agreement") executed on this ___ Day of _____ Two Thousand _____ between M/s _____ [*Insert name of Lead Member*] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____(hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____dated _____issued by Gujarat Urja Vikas Nigam Limited (GUVNL) a Company incorporated under the Companies Act, 2013, and having its Registered Office at Sardar Patel Vidyut Bhavan, Race Course Vadodara – 390 007.

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

WHEREAS GUVNL desires to purchase Power under RfS_____ for _____ (insert title of the RfS);

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s_____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, _____, Member-n and to submit the response to the RfS.

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

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

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

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

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

We acknowledge that after the execution of PPA, the combined shareholding in the SPV/Project Company shall not fall below 51% at any time prior to 1 (one) year after the SCSD, except with the prior approval of GUVNL.

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 RPD achieves financial closure and commencement of power supply in terms of the PPA.

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

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

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its

liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

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

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

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

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

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

15. This Agreement

    a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
    b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
    c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of GUVNL.

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

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

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

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

Witnesses:

1) Signature----------
Name:
Address:

2) Signature ----------
Name:
Address:

For M/s---------- [Member 2]

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

Witnesses:

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

Name:

Address:

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

Name:

Address:

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

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

Witnesses:

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

Name:

Address:

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

Name:

Address:

Signature and stamp of Notary of the place of execution

FORMAT 7.6

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____ Date: _____

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

_____

_____

Tel.#: Fax#:
E-mail address#

To,
General Manager (RE)
Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2022-23 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 38.1 of the RfS, financial eligibility criteria of the Rfs as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose networth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further,*

documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [*Insert name of the Member*]

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

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose networth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

(Signature & Name of the Authorized Signatory) **(Signature and Stamp of CA)**

Membership No.
Regn. No. of the CA's

Firm:
Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover/PBDIT(as applicable)duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

(iii) In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

FORMAT 7.7A

UNDERTAKING OF NON-DEBARMENT IN BID PARTICIPATION

(To be submitted on the letterhead of the Bidder)

Not Used

FORMAT 7.7B

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Gujarat Urja Vikas Nigam Limited, in respect to our response to RfS vide RfS No. _____ dated _____, that as on _____(insert bid submission deadline), M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on _____(insert bid submission deadline), M/s _____ (insert name of the Bidder)& any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies.

(Name and Signature of the Authorized Signatory)

FORMAT 7.8

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*
Tel. #:Fax#:
E-mail address#

To,
General Manager (RE)
Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara-390007

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No._____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare and confirm that in terms of the definitions of the RfS, M/s_____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Ccontrol in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

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 the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LOI/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by GUVNL for a period of 2 years from the date of default as notified by GUVNL.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 36.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, 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, GUVNLshall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM & RLMM Order and the Lists(s) there under, while quoting the tariff in RfS for _____ (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the_____day of_____, 20___.

Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT 7.8A

FORMAT FOR DISCLOSURE

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

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*
Tel. #:
Fax#:
E-mail address#

To,
General Manager (RE)
Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara-390007

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No._____.

We undertake that M/s _____(enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s _____ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the RfS, M/s_____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and

LOI/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by GUVNL for a period of 2 years from the date of default as notified by GUVNL.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 36.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, 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, GUVNLshall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM & RLMM Order and the Lists(s) there under, while quoting the tariff in RfS for _____ (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the_____day of_____, 20___.
Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

ANNEXURE TO FORMAT 7.8/7.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:
MoF OM F.7/10/2021-PPD(1) dated 23.02.2023

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

Ref. No. _____ Date: _____

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

_____

_____

Tel#:
Fax#:
E-mail address#

To,
General Manager (RE)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007

Sub: Response to RfS No ..... dated .....for the tender for.....

Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

"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_____, 20....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

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

FORMAT 7.9

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(To be Submitted on the letterhead of the Bidder)

1	**Name of Bidding Company/ Lead Member of Bidding Consortium**	
2	**Location(s) of RE components**	
3	**Contracted Capacity proposed**	..... MW
4	**Brief about the Project Configuration breakup (Installed capacity)**	
	i) Rated Installed Capacity of Solar component(s)	..... MW
	ii) Rated Installed Capacity of Wind component and other RE generating sources (W)	..... MW (for each component)
	iii) Rated cumulative Installed Capacity of the ESS component	..... MW/.....MWh (Brief Write-up about the ESS to be annexed with the format)
	iv) Annual Energy proposed to be supplied through ESS	.....kWh

Dated the _____day of_____, 20....

Thanking you,

We remain,

Yours faithfully,

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

FORMAT 7.9A

FORMAT FOR TECHNICAL CRITERIA AND COMMITEMENT TO FINANCIAL CLOSURE

(ON STAMP PAPER DULY NOTARIZED)

Ref RfS.No. _____ Date: _____

We hereby undertake to certify in line with relevant Rfs clause under the title "Financial Closure" that the following details/documents shall be furnished within **12 (twelve) months** from Effective Date of the PPA.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.

2.0 Implementation & Support Agreement executed with Solar Power Park Developer (If applicable)

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 RfS Clause 22 & 35 have been paid.

Dated the_____day of_____, 20....

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

FORMAT 7.10

NOT USED

FORMAT 7.11

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref.No. _____ Date: _____

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

_____

_____

Tel.#:
Fax#:
E-mail address#

To,
General Manager (RE)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

I/We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for a Contracted Capacity of ____ MW in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period upto the date as on 12 months from the due date of submission of the response to RfS such further period as may be mutually agreed upon.
Dated the_____day of_____, 20__.

Thanking you,
We remain,
Yours faithfully,

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

Notes:

1. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.*

2. *If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*

3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be 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. *Tariff should be in Indian Rupee up to two decimal places only.*

FORMAT 7.12

PRELIMINARY ESTIMATE OF COST OF RE PROJECT

(Disclaimer: It is clarified that the data submitted as part of this Format is for GUVNL's records only, and will have no bearing on the RPD's claims against Change in Law or any other provisions of the PPA)

Project Capacity: .....MW
Location: .....

No standard break-up for the Project Cost, the Bidder shall indicate the break-up in terms of major components in the Project and may use any format to provide the break up.

Dated the_____day of_____, 20....

Thanking you,
We remain,
Yours faithfully,

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

ANNEXURE - A

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

The Project selected under the RfS shall strictly adhere to the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019, and subsequent amendments and clarifications.

All components of the 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 IS/ IEC 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. **SPV Modules**

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

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

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

2. **Power Conditioners/ Inverters**

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards

3. **Other Sub-systems/Components**

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that

for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. Authorized Test Centers

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

5. Warranty

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

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

6. Identification and Traceability

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

i. Name of the manufacturer of PV Module
ii. Name of the Manufacturer of Solar cells
iii. Month and year of the manufacture (separately for solar cells and module)
iv. Country of origin (separately for solar cells and module)
v. I-V curve for the module at Standard Test Condition (1000 W/m^2, AM 1.5, 25 DegC)
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 GUVNLand 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 GUVNLand 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 and unit Batteries from the ESS

The developers will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) 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.

APPENDIX - A1

SAFETY STANDARDS TO BE FOLLOWED FOR ENERGY STORAGE SYSTEMS (AS APPLICABLE)

Battery Energy Storage Systems (BESS)

Standard/ Code (or equivalent Indian Standards)	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd/NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC 62619 (battery) + IEC 63056 (battery))	Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Either UL 1642 or UL1973 or (IEC 62619 + IEC 63056) for the Battery level
IEC 62281 / UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries	Required for both Battery and Cell.
IEC 61850/ DNP3	Communications networks and management systems. (BESS control system communication)	
UL 9540 or (IEC TS 62933-5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems – General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level

IEC 62933-2-1	Electrical energy storage (EES) systems - Part 2-1: Unit Parameters and testing methods - General Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test
Power Conditioning Unit Standards for BESS		
IEC 62477-1	Safety requirements for power electronic converter systems and equipment - Part 1: General	
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1000 V AC or 1500 V DC up to 36 kV AC or 54 kV DC	
IEC 61000-6-2 Ed.2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments	
IEC 61000-6-4 Ed.2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments	
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures	
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold	
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat	
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature	
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)	

For other technologies being used in ESS, the Developer shall adhere to the relevant environmental and safety standards issued by Government of India from time to time.

ANNEXURE - B

DEMAND PROFILE

1. The profile for a representative day of a month as brought out in the table below is required to be met for all the days of the respective month.
2. The non-zero demand profile shall be followed by the individual RPD on pro-rata basis, i.e. for a Contracted Capacity of "A" MW, the respective demand for 1st time-block as per the table below shall be "A" MW for the PPA period.

For Any Contract Year			
Time Block (hh:mm)	Demand (MW)	Time Block (hh:mm)	Demand (MW)
00:00:00	200	05:00:00	500
00:15:00	200	05:15:00	500
00:30:00	200	05:30:00	500
00:45:00	200	05:45:00	500
01:00:00	200	06:00:00	500
01:15:00	200	06:15:00	500
01:30:00	200	06:30:00	500
01:45:00	200	06:45:00	500
02:00:00	200	07:00:00	500
02:15:00	200	07:15:00	500
02:30:00	200	07:30:00	500
02:45:00	200	07:45:00	500
03:00:00	200	08:00:00	500
03:15:00	200	08:15:00	500
03:30:00	200	08:30:00	500
03:45:00	200	08:45:00	500
04:00:00	200	09:00:00	500
04:15:00	200	09:15:00	500
04:30:00	200	09:30:00	500
04:45:00	200	09:45:00	500

10:00:00	500	17:00:00	500
10:15:00	500	17:15:00	500
10:30:00	500	17:30:00	500
10:45:00	500	17:45:00	500
11:00:00	300	18:00:00	500
11:15:00	300	18:15:00	500
11:30:00	300	18:30:00	500
11:45:00	300	18:45:00	500
12:00:00	200	19:00:00	500
12:15:00	200	19:15:00	500
12:30:00	200	19:30:00	500
12:45:00	200	19:45:00	500
13:00:00	200	20:00:00	200
13:15:00	200	20:15:00	200
13:30:00	200	20:30:00	200
13:45:00	200	20:45:00	200
14:00:00	300	21:00:00	200
14:15:00	300	21:15:00	200
14:30:00	300	21:30:00	200
14:45:00	300	21:45:00	200
15:00:00	400	22:00:00	300
15:15:00	400	22:15:00	300
15:30:00	400	22:30:00	300
15:45:00	400	22:45:00	300
16:00:00	500	23:00:00	300
16:15:00	500	23:15:00	300
16:30:00	500	23:30:00	300
16:45:00	500	23:45:00	300

Annexure – C1

ILLUSTRATION FOR PENALTY APPLICABLE AGAINST SHORTFALL IN OFF PEAK HOUR DEMAND FULFILMENT RATIO (DFR)

For Any Typical Month (Off – Peak Hour)				
Day	Time Block (hh:mm)	Power Scheduled by the RPD during a Particular Day (A) , MW	Specified power as per demand profile (B), MW	DFR (C) = min (A/B, 1)#
01-April	00:00-00:15	100	200	0.500
01-April	00:15-00:30	100	200	0.500
01-April	00:30-00:45	100	200	0.500
01-April	00:45-01:00	125	200	0.625
01-April	01:00-01:15	125	200	0.625
01-April	01:15-01:30	150	200	0.750
..	...	...	...	...
08-April	12:00–12:15	125	200	0.625
08-April	12:15–12:30	125	200	0.625
08-April	12:30–12:45	150	200	0.750
08-April	12:45–13:00	100	200	0.500
08-April	13:00–13:15	100	200	0.500
08-April	13:10–13:30	100	200	0.500
...	...	...	...	...
16-April	14:00–14:15	250	300	0.8333
16-April	14:15–14:30	250	300	0.8333
16-April	14:30–14:45	250	300	0.8333
16-April	14:45–15:00	270	300	0.9000
16-April	15:00–15:15	340	400	0.8500
16-April	15:15–15:30	340	400	0.8500

..	...	...	...	...
30-April	22:30–22:45	250	300	0.8333
30-April	22:45–23:00	250	300	0.8333
30-April	23:00–23:15	210	300	0.7000
30-April	23:15–23:30	205	300	0.6833
30-April	23:30–23:45	205	300	0.6833
Mean DFR for all time-blocks for this month, $DFRa_{(off\ peak)}$ (Mean of Column C)				0.7876

#Values of DFRs will be considered up to 4 places of decimal for the purpose of calculation of penalties for shortfall in meeting the DFRs.

Total Off Peak Hour Demand (MUs) for the April month (as per the Annexure-B of the RfS) (D): = 252 MUs (total MUs)– 93 MUs (peak hour MUs) = 159 MUs

Min. DFR to be maintained as per the RfS (DFRmin) = 0.9 (as per RfS)

Actual monthly DFR ($DFRa_{(off\ peak)}$) as per above table = 0.7876

Penalty for shortfall in the DFR (in INR)

$= D \times (DFRmin - DFRa_{(off\ peak)}) \times P \times 1.5$ {if $DFRa_{(off\ peak)} < DFRmin$};

OR

$= 0$ {if $DFRa_{(off\ peak)} > DFRmin$}

Assuming PPA Tariff of INR 5.30/kWh,

Penalty for shortfall for the Month = (159 x (0.8-0.7876)x5.30x1.5x1000000

= INR 1,56,74,220/-

Annexure – C2

ILLUSTRATION FOR PENALTY APPLICABLE AGAINST SHORTFALL IN PEAK HOUR DEMAND FULFILMENT RATIO (DFR)

Morning Peak Hour : 07:00 Hrs to 10:00 Hrs
Evening Peak Hour : 16:00 Hrs to 20:00 Hrs

For Any Typical Month (Peak Hour)				
Day	Time Block (hh:mm)	Power Scheduled by the RPD during a Particular Day (A) , MW	Specified power as per demand profile (B), MW	DFR (C) = min (A/B, 1)#
01-June	07:00-07:15	410	500	0.8200
01-June	07:15-07:30	410	500	0.8200
01-June	07:30-07:45	410	500	0.8200
01-June	07:45-08:00	410	500	0.8200
01-June	08:00-08:15	410	500	0.8200
01-June	08:15-08:30	410	500	0.8200
..	...	...	...	...
08-June	18:00–18:15	420	500	0.8400
08-June	18:15–18:30	420	500	0.8400
08-June	18:30–18:45	420	500	0.8400
08-June	18:45–19:00	420	500	0.8400
08-June	19:00–19:15	420	500	0.8400
08-June	19:15–19:30	420	500	0.8400
...	...	...	...	...
16-June	09:00–09:15	475	500	0.9500
16-June	09:15–09:30	475	500	0.9500
16-June	09:30–09:45	475	500	0.9500
..	...	...	...	...
30-June	08:30–08:45	410	500	0.8200

30-June	08:45–09:00	410	500	0.8200
30-June	19:00–19:15	400	500	0.8000
30-June	19:15–19:30	375	500	0.7500
30-June	19:30–19:45	350	500	0.7000
Mean DFR for all time-blocks for this month, $DFRa_{(peak)}$ (Mean of Column C)				0.8389

*#*Values of DFRs will be considered up to 4 places of decimal for the purpose of calculation of penalties for shortfall in meeting the DFRs.*

Total Peak Demand (MUs) for the June month (as per the Annexure-B of the RfS) (D): 90 MUs

Min. DFR to be maintained as per the RfS (DFRmin) = 0.9 (as per RfS)

Actual monthly DFR ($DFRa_{(peak)}$) as per above table = 0.8389

Penalty for shortfall in the DFR (in INR)

= D x (DFRmin – $DFRa_{(peak)}$) x P x 1.5

{if $DFRa_{(peak)}$ < DFRmin};

OR

= 0 {if $DFRa_{(peak)}$ > DFRmin}

Assuming PPA Tariff of INR 5.30/kWh,

Penalty for shortfall for the Month = (90 x (0.9-0.8389)x5.30x1.5x1000000

= INR 4,37,17,050/-

Annexure - D

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

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 29.1, 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 DOs 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.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.
   Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

- A valid e-mail ID of the Organization/ Firm

Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.

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 RfS Documents and their subsequent Addenda / Corrigenda / Amendments / Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

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

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

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

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

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

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

i) 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.

APPENDIX – A2

COMMISSIONING PROCEDURE

1. RPD proposing the Project, or its part (including single component), for trial run or repeat of trial run shall give a notice of not less than seven (7) days to the concerned RLDC/SLDC, State Nodal Agency and GUVNL. The RPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the commissioning schedule of the Project.
2. RPD shall ensure that all the equipment Solar panels, Inverters, transformers Wind Turbine Generators (WTGs), RE Components and Energy Storage System (ESS) have been installed and completed in all aspects and the Project is synchronized to the grid in order for it to be declared as being commissioned. Such certificate shall be provided by RPD with Authorized Signatory of Company. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/STU any other concerned authority as applicable shall be taken by the RPD.
3. Part Commissioning of Project would be considered subject to the condition specified in the respective RfS and PPA documents.
4. Early Commissioning of a Project prior to the SCSD is allowed. In order to facilitate this, RPDs shall inform the concerned agencies and GUVNL well in advance regarding the date it intends to synchronize the Power Project to the Grid System.
5. Prior to being declared as being commissioned, CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, WTGs, ESS component(s), inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the RPD to obtain the certificate. .
6. The approval of CEA under Section 177 Technical standard for connectivity to the Grid regulations, 2007 on 21.02.2007 & amendment of these regulations notified on 15.10.2013 and 06.02.2019 and any of its amendment from time to time to be obtained by the RPD.
7. In line with CERC Order No. 1/14/2015-Reg.Aff. (FSDS-Proced.)/CERC dated 03.03.2017, RPD shall provide data telemetry with combination of solar component and for wind at the WTG level to the concerned RLDC. Line of confirmation received from RLDC/CTU with regards to above is required.
8. The Commissioning of the Project shall be declared only upon synchronization of minimum cumulative capacity required to declare part commissioning of the Project under the RfS.
9. Commercial Operation Date" with respect to the Project shall be the date certified by GEDA in case the project is located in Gujarat or as certified by State Nodal Agency

or Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat.

10. RPD shall submit requisite documents (not limited to below mentioned) as demanded by GUVNL, GEDA or State Nodal Agency or Representatives / Agency authorized by GUVNL during the commissioning of project.

    a. Copy of CON-4 report submitted to CTU or Connection Agreement with STU.

    b. CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, WTGs, ESS component(s), inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the RPD to obtain the certificate.

    c. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/STU any other concerned authority as applicable.

    d. Plant Layout, Plant (AC & DC) SLD.

    e. Affidavit certifying that the RPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying GUVNL against any discrepancies in the above details.

    f. Affidavit from the RPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying GUVNL against any discrepancies in the above details.

    g. Documents to establish the compliance of technical requirement as per PPA/RfS.

    h. Invoices against purchase of the Solar PV modules, WTGs, ESS component(s), Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.

    i. In addition to the above, the RPD shall provide coordinates of WTGs, KML files for the Solar PV component (specifying each block), details of ESS, RLMM/ALMM certificates, insurance documents of Project, online monitoring facility as stated vide Clause 7, Annexure-A, of the RfS.

11. GUVNL's scope will be limited to verifying the installation of rated capacity(ies) of the Project as per the CSD certificate issued by State Nodal Agency and submitted by the RPD. This verification will be at GUVNL's discretion and shall not constitute any certification/confirmation of commissioning/CSD of the Project by GUVNL. Prior to declaration of commencement of power supply, the RPD shall submit CSD certificate for the corresponding Installed Capacity to GUVNL as part of the requisite documents.

APPENDIX – A3

CHECK LIST FOR BANK GUARANTEES

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	Is the place of raising of claim in the Bank Guarantee in line with the Format prescribed by GUVNL?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initiated by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOI No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	Has the SFMS confirmation for issuance BG been forwarded to GUVNL on the email ID mentioned in Bid Information Sheet?	

ANNEXURE – E

PRE BID QUERY FORMAT

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks
01					
02					
03					

Annexure V

POWER PURCHASE AGREEMENT

FOR

PROCUREMENT OF ..... MW (FIRM AND DISPATCHABLE) RE POWER ON LONG TERM BASIS

Between

..... [Name of RE Power Developer]

And

Gujarat Urja Vikas Nigam Ltd

..... [Insert month and year]

This Power Purchase Agreement is made and entered into at Vadodara on the .....[Insert date] day of.....[Insert month]

of ..... [Insert year]

Between

..... [Insert name of the RE Power Developer] (CIN -_____), a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at

..... [Insert address of the registered office of RE Power Developer] (hereinafter referred to as "**RE Power Developer or RPD**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

Gujarat Urja Vikas Nigam Limited (CIN U40109GJ2004SGC045195), a company incorporated under the Companies Act 1956, having its registered office at Sardar Patel Vidyut Bhavan, Race Course, Vadodara – 390 007 (hereinafter referred to as "GUVNL" or "Procurer" or "Buyer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The RPD and GUVNL are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

A. Govt. of Gujarat vide Resolution G.R. No. REN/e-file/20/2023/0476/B1dated 04.10.2023 has notified the Gujarat Renewable Energy Policy 2023 which shall remain in operation up to 30-Sept-2028 or till notification of the new policy, whichever is earlier

B. The Ministry of Power, Government of India has issued the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid connected Renewable Energy Power Projects with Energy

Storage Systems, vide Gazette Resolution dated 09.06.2023, including subsequent amendments and clarifications thereof, if any, issued until [Enter the last date of bid submission of the RfS];

C. GUVNL had initiated a Tariff Based Competitive Bid Process for procurement of__ MW Firm and Dispatchable Power from Grid connected RE Power Projects on the terms and conditions contained in the Request for Selection (hereinafter referred to as **'RfS')** issued by GUVNL vide RfS No.....dated..... including its subsequent amendments and clarifications;

D. .....[Insert name of the Bidding Company] has been selected in the Competitive Bidding Process, {in case Bidding Company is executing the Project through SPV} has constituted a Special Purpose Vehicle,..... [Insert the name of SPV, if applicable] (hereinafter referred to as **'RPD'**) for development, generation and supply of electricity, as per the GUVNL's demand profile under RfS.

E. GUVNL has issued the Letter of Intent (LoI) vide No..... dated.....in favour of the ..... [Insert the name of Bidding Company] for the above purpose and as per the terms and conditions contained in the RfS, and draft of this Power Purchase Agreement including amendments and clarifications thereto circulated at the time of the bidding and other bidding documents as well as the conditions contained in the aforementioned Letter of Intent;

F. In terms of clause 11.4 of Ministry Of Power's gguidelines dated 09.06.2023 as amended from time to time, GUVNL has filed a petition no ..... under section 63 read with section 86 (1) (b) of the electricity act, 2003 before the Honorable Gujarat Electricity Regulatory Commission ('GERC' as defined herein) for adoption of tariff discovered through the competitive bidding process (followed by reverse auction) conducted by GUVNL through RfS No. ..... Dated ..... & addendums thereto, If any and approval of singing PPA. Honorable GERC vide order dated ..... has adopted the discovered tariff and granted approval for singing of PPA.

G. In terms of the RfS and the Bidding Documents, the RPD has furnished the Performance Bank Guarantee for the sum of Rs..... in favour of GUVNL as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee provided is in Schedule – 1 to this Agreement;

H. The RPD has fulfilled the terms of the bidding and the terms of the Letter of Intent

for signing this Power Purchase Agreement as a definitive agreement for supply of firm and dispatchable RE power to GUVNL.;

I. The RPD desires to set-up such RE power plant of ..... MW contracted capacity at the location details specified as per schedule 7 using Wind Power generating systems, Wind Solar Hybrid; or any other Renewable Energy resource based generating system or a combination thereof along with..... MW / MWh Energy Storage System (ESS)

J. RPD has taken responsibility to set up requisite power interconnection system with grid and up to the interconnection point.

K. GUVNL agrees to purchase such power to the extent of contracted capacity with DISCOMs wise share to be decided from time to time by GUVNL for fulfillment of their RPO.

L. The Parties have agreed to execute this Power Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Intent in regard to the terms and conditions for supply of firm and dispatchable electricity by the RPD 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 RPD, each together with their respective successors and permitted assigns, a party and collectively the parties, hereby agree as follows:

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ARTICLE 1 : DEFINITIONS AND INTERPRETATION

DEFINITIONS

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed thereunder, including those issued/ framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
"Affiliate"	shall mean a company that, directly or indirectly, i. controls, or ii. is controlled by, or iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, Appendixes amended or modified from time to time in accordance with the terms hereof.
"Appropriate Commission"	Unless otherwise stated or the context requires, Appropriate Commission shall mean Gujarat Electricity Regulatory Commission.
"Awarded capacity"	shall mean ..... MW **[enter the contracted capacity as awarded by GUVNL as per the LoI]**
"Backdown"	shall mean part of Contracted capacity available for scheduling but not scheduled based on instructions from GUVNL/SLDC /RLDC, as the case may be;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Vadodara.
"CERC"	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
"CTU" or "Central Transmission Utility"	shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.

"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
Commercial Operation Date (COD) or Commencement Of Supply Date (CSD)	shall be the date certified by GEDA or Representatives / Agency authorized by GUVNL upon successful commissioning of the full Project Capacity or the last part capacity of the Project as the case may be.
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;
"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a RPD Preliminary Default Notice or GUVNL Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean, with respect to initial contract year, the period beginning on the commercial operation date and ending at 12:00 midnight on 31st March of that Fiscal Year and thereafter each period of twelve(12) months commencing on April 1 and ending on following March 31st. Each successive Contract Year shall coincide with the succeeding Fiscal Year except that the final contract year shall end on the date of expiry of the term or on termination of this agreement whichever is earlier.
"Contracted Capacity"	shall mean ..... [Insert capacity] MW, which is the AC capacity contracted with GUVNL for supply of power by the RPD to GUVNL at the Delivery Point
"Day"	shall mean a day, if not a Business Day, the immediately succeeding Business Day.
"Delivery Point"	in respect of park and non-park based projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU at which the project is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of park and non-park based projects connected with Inter State Transmission Network shall be the point or points of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at

	which Electricity is delivered into the Grid System of GETCO. All expenses including transmission & wheeling charges and losses between the Project and the Delivery Point shall be borne by the RPD without any reimbursement by GUVNL. Expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by GUVNL as per the mechanism stipulated in the RFS. "InSTS" means Intra-State Transmission System.
"Delivered Energy"	in case of projects connected with GETCO grid shall mean energy actually fed and measured by the energy meters at the Delivery Point as certified by Gujarat SLDC in State Energy Account as per provisions of PPA and in case of projects connected with CTU grid shall mean the energy supplied at the Delivery Point as certified by Gujarat SLDC in State Energy Account, based on energy certified under Regional Energy Account. In case of import of energy in a time block for Gujarat STU connected projects, the RPD shall be required to make payment to GUVNL at the tariff of relevant HT category as determined by GERC from time to time if the project is located in Gujarat. However, if the project is located outside of Gujarat or connected with CTU Network, the RPD shall be required to make arrangement for auxiliary power drawl/import at their own cost in accordance with applicable Regulations. In case of export of energy in a time block, the RPD shall be eligible for the receiving agreed tariff from GUVNL for such delivered energy. Following points shall also form part of this definition. All transmission charges and losses upto Delivery Point shall be to the account of the RPD. No change in charges / losses upto Delivery Point shall be covered under Change in Law;
"DISCOM(s)"	means one or more of the following distribution companies: a) Madhya Gujarat Vij Company Limited b) Dakshin Gujarat Vij Company Limited c) Uttar Gujarat Vij Company Limited and d) Paschim Gujarat Vij Company Limited
"Dispute"	shall mean any dispute or difference of any kind between GUVNL and the RPD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 17 of this Agreement. In case the RPD has tied up for the ESS component through a third-party, it is clarified and confirmed by the Parties that in all such disputes, RPD shall have the absolute authority to represent such third party in so far as GUVNL is concerned and GUVNL will not be required to or otherwise will have to deal with such third party, notwithstanding, any difference

	or dispute between the RPD and/or the such third party.
"Due Date"	in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of GUVNL.
"Effective Date"	shall mean the date of signing of this Power Purchase Agreement, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission.
"Emergency"	means a condition or situation of physical damage to CTU's/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 CTU/GETCO or DISCOM Grid System or could endanger life or property.
"Energy Accounts"	shall mean the state energy accounts (SEA) as specified in the Grid Code issued by SLDC for each Month (as per their prescribed methodology), including the revisions and amendments thereof. It is to clarify that in case of projects whose energy accounting is done at regional level and energy is certified in the Regional Energy Accounts issued by WRPC, the SEA issued by SLDC shall reflect the energy scheduled at delivery point based on energy certified by WRPC under Regional Energy Account.
"Energy Storage Systems" or "ESS"	shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at one time for use at a later time;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty-five (25) years from the Scheduled Commencement of Supply Date (SCSD) or from the rescheduled date of Commercial Operation Date to the extent of extension given by GUVNL.
"Firm and Dispatchable RE (FDRE) Power"	shall mean the power profile configuration which matches the demand profile specified by the GUVNL for the particular time-block of the day as per Schedule-3 of this Agreement, to be met by RE power sources.
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"GNA Regulations"	shall mean the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State

	Transmission System) Regulations, 2022 notified on 07.06.2022, including subsequent amendments and clarifications issued thereof. Any reference to the terms "connectivity" or "network access" or "general network access" in this Agreement shall be interpreted in terms of the provisions of these Regulations.
"Guidelines" or "Scheme"	shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems issued by the Ministry of Power vide Gazette Notification dated 09.06.2023 including subsequent amendments and clarifications issued / notified thereof until the last date of Bid submission against the referred RfS.
"Grid"	shall mean as per the definition contained in the Act.
"Grid Code" / "Indian Electricity	shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as specified by the CERC and amendments as issued time to time.
Grid Code" or "IEGC" or "State Grid Code"	under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable.
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of Gujarat and State(s)..... [Name of State, where the Power Project is located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Installed Capacity" or "Project Capacity"	shall mean the rated AC capacities of the Project components as committed to be installed by the RPD, in line with Article 3.1 of this Agreement. The above configuration shall be identical to the "installed capacity" for which connectivity has been granted to the RPD under the GNA Regulations, and its quantum (in MW) including that of the revised Installed Capacity shall be greater than or equal to the Contracted Capacity.
"Insurances"	shall mean the insurance cover to be obtained and maintained by the RPD in accordance with Article 9 of this Agreement;
"Interconnection Point" OR "Injection Point"	shall mean a point on the grid, including a sub-station or a switchyard, where the interconnection is established between the RE Power Generator and the grid and where electricity injected into the grid can be measured unambiguously by the RLDC/SLDC. For Gujarat STU Connected projects, delivery point and interconnection point may be the same.

"Interconnection Facilities"	shall mean the facilities on RPD's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 8, the Metering System required for supply of power as per the terms of this Agreement.
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties.
"Joint Control"	shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 11.3 of this Agreement.
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions.
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 11.5 of this Agreement.
"Metering Point"	shall mean the point at which energy shall be measured for supply to GUVNL and shall be the interconnecting bus bar of the GETCO / CTU substation. For solar/wind/ESS projects which proposed to be interconnected to the grid through a common pooling sub-station, the power generated from Wind, Solar and ESS Projects shall be injected and measured separately at the pooling station and the RPD shall have to install separate ABT compliant meters at pooling station for this purpose.
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India.
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month.
"O & M Default"	shall mean any default on the part of the Power Producer for a continuous period of 90 (ninety) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times.
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement.

"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 11.5 of this Agreement;
"Performance Bank Guarantee" or "PBG"	means the irrevocable unconditional bank guarantee no. _____ dated _____ amounting to Rs. _____ only/- issued by _____ Bank Ltd with validity period upto _____ and claim period upto _____, submitted by the RPD as per the RfS No. _____ dated_____
"Performance Bank Guarantee" or "PBG" for 1st year performance	means the irrevocable unconditional bank guarantee of the amount of project PBG to be provided by the RPD for the 1st year performance of the Project and validity for this PBG shall be 15 months from the date of commissioning of last part of project capacity. PBG for the project shall be returned as per the provision of the PPA.
Project Commissioning	The Project will be considered as commissioned by GEDA or Representatives / Agency authorized by GUVNL if all equipment as per rated Contracted Capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA and upon certification of commissioning by respective agency as per PPA.
Pooling Substation/ Pooling Point"	shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the RPD(s) to get connected to the ISTS/STU substation. The voltage level for such common line shall be 66 kV or above for state of Gujarat and 220kV or above for ISTS substation. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS/STU substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.
"Project Developer" Or "RE Power Developer" (RPD) Or "Developer"	shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by GUVNL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of signing of PPA with GUVNL.
"Project" or RE Project" or "Plant"	shall mean the renewable energy generation facility of Capacity of .....[Insert capacity as per the committed Installed Capacity, separately for Wind, Solar PV, any other renewable energy generating source and ESS components] MW, located at [Insert names of Village(s), Tehsil(s), District(s) and State(s)] comprising RE power generating systems or a combination thereof, for supply of RE power,

	including ESS, if any (which may be owned/leased/tied-up from a third-party), having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering, The Project 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 Interconnection 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 as per this Agreement. It may be noted that the sources of generation and ESS, may be co- located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power. In case the ESS component is located separately from the RE power generating components of a Project, the charges for charging the ESS will be borne by the RPD under GNA regulations and other orders issued by MoP/CERC in this regard. It is clarified that arithmetic summation of the rated capacities of Wind, Solar PV and other renewable power generating components of the Project can be more than the Contracted Capacity.
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted within India from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: i) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project; ii) the requirements of Indian Law; and the physical conditions at the site of the Power Project
"RBI"	shall mean the Reserve Bank of India;

"RE Power" or "Renewable Energy Power"	The term 'RE Power', or 'Renewable Power', or 'Renewable Energy Power', wherever used in this RfS, shall refer to power from Solar Power Generating Systems, Wind Power Generating Systems, Wind Solar hybrid; or any other renewable energy resource based Generating System or a combination thereof, with Energy Storage System (ESS). It is clarified that ESS charged using a source other than RE power would not qualify as RE power.
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.5 of this Agreement;
"Request for Selection / RfS/Bidding Documents"	shall mean Request for Selection Documents issued by GUVNL vide RfS No. ..... including subsequent clarifications, amendments and addenda thereof.
"RLDC"	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commercial Operation Date" Or "SCOD" Or "Scheduled Commencement Of Supply Date" Or "SCSD"	Shall be the date as declared by the Successful Bidder in the PPA which shall not exceed 24 (twenty four) from the date of execution of the PPA for RE power with ESS.
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003.
"SLDC"	shall mean the center established under Sub-section (1) of Section 31of the Electricity Act 2003, relevant for the State(s) where the Delivery Point (i.e. GETCO periphery) is located.
"SLDC/RLDC Charges"	shall mean the charges levied by the SLDC of the state(s) and RLDC of region wherein the RE Power Project is located;
"Solar Photovoltaic Project Component" or "Solar PV Project Component"	shall mean the Project component that uses sunlight for conversion into electricity and that is being set up by the RPD to provide renewable energy (RE) to GUVNL as per the terms and conditions of this Agreement;

"Solar Power"	shall mean power generated from the Solar Photovoltaic Power Project component;
"Specified Capacity"	shall mean the power (AC MW) stipulated by the Buying Entity in a particular time-block as per Schedule-4 of this Agreement, which the RPD is obligated to supply as per the provisions of this Agreement.
"State Transmission Utility" or "STU"	shall mean the Government company notified by the respective State Government(s) as such under Sub-section (1) of Section 39 of the Act.
"Sub-Pooling Substation"	shall mean the intermediate pooling point where power from the Solar and/or Wind Project components or any other renewable energy resource based Generating System, along with the Energy Storage System (ESS) is injected into and from where the power is evacuated through a single transmission line and injected into the grid / Interconnection Point. It should be noted that this point shall be prior to the Metering Point of the Project;
"Tariff" or "Applicable Tariff"	shall have the same meaning as provided for in Article 9 of this Agreement.
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills.
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement.
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement.
"Unit/ Part Commencement of Power Supply"	shall mean the part Contracted Capacity (AC MW) not less than 50 MW (with the last part being the balance Contracted Capacity) from which commencement of power supply is recorded. For acceptance of the part commissioning, capacity in extent ratio of the project components specified under Schedule-7 of PPA must be commissioned. If extent ratio is not commissioned for the part commissioning than it will be treated as component commissioning.
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday.
"Wind Power Project Component"	shall mean the Project component that uses wind energy for conversion into electricity through wind turbine generator.

1.2. INTERPRETATION

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

1.2.1. "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;

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

1.2.3. A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);

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

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

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

1.2.7. "Rupee", "Rupees", "INR", "Rs" or new rupee symbol " ₹ " shall denote Indian Rupees, the lawful currency of India;

1.2.8. The "Winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or

corporation carries on business including the seeking of liquidation, Winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

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

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

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

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

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

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

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

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

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

1.2.18. This Agreement and other documents such as Request for Selection Documents, Letter of Intent, Guidelines including subsequent clarifications, addenda, amendments and further clarifications in regard to the tender as well

as Power Purchase Agreement shall be read in conjunction with each other and interpreted in a harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:

1. Power Purchase Agreement
2. RfS Documents

ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

2.1.1. This Agreement shall come into effect from ..... and such date shall be referred to as the Effective Date.

2.1.2. The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same under GERC Order ....., for procurement of Contracted Capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof

2.2 Term of Agreement

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the ***Expiry Date***. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

2.2.2 The RPDs are free to operate their Projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the RPD, GUVNL as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years..

2.3 Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date only if either GUVNL or RPD terminates the Agreement, pursuant to Article 14 of this Agreement.

2.4 Survival

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability

and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

ARTICLE 3 : INSTALLED CAPACITY AND PERFORMANCE SECURITY

3.1 Installed Capacity

3.1.1 The RPD shall configure the Project components with the objective of supplying Firm and Dispatchable RE power to GUVNL against committed contracted capacity. Accordingly, the Project Capacity, i.e. the Installed Capacity shall mean the rated capacities of the RE power generating and ESS components as applicable, in the following configuration:

Solar:____MW

Wind:____MW

Any other renewable energy generating source:_____ MW

ESS:_____MW/_____MWh

3.1.2 The above configuration shall be identical to the "installed capacity" for which connectivity has been granted to the RPD under the GNA Regulations. The above configuration can be changed subsequent to issuance of LoIs until the date as on 12 months after the Effective Date of PPA. Also, any change in Inter connection Point, change in location and change in configuration is allowed up to the date as on 12 months after the Effective Date of PPA. The above change in Interconnection Point shall be allowed by GUVNL only in case the scheduled commissioning date of the respective substation of the proposed revised Inter Connection Point is on or before the scheduled commissioning date of the existing Inter Connection Point of the Project, at the time of seeking approval of such change in Inter Connection Points by the RPD from GUVNL.

3.1.3 Energy Storage Systems (ESS) shall mandatorily constitute part of the Project. For avoidance of any doubt, it is hereby clarified that ESS may be constituted as part of the Project or may be tied-up separately with a third party by the RPD, for supply of power. The ESS technology can be changed by the RPD at any time during the Term of the PPA. Any change in the ESS component during the term of the PPA shall be at risk and cost of the RPD and also under intimation to GUVNL.

3.2 Performance Bank Guarantee

3.2.1 The Performance Bank Guarantee (PBG) having validity from the date of submission of PBG until (insert validity period as per RfS conditions), submitted for a value of Rs.....(in words) under this Agreement, shall

be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1.

Since the PBG is linked to the Installed Capacity of the Project, and the same is allowed to be modified subsequent to issuance of LoI, in case of revision in the Installed Capacity until the date as per Article 4.1 of this Agreement, for which modified connectivity is applied by RPD for the Project, the RPD will be required to submit the revised PBG corresponding to the revised Installed Capacity prior to issuance of GUVNL's consent for this revision.

3.2.2 The failure on the part of the RPD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the RPD.

3.2.3 If the RPD fails to commence supply of power from the SCSD and in case of performance shortfall in power supply specified in this Agreement or any further extension thereof duly granted by GUVNL, subject to conditions mentioned in Article 4.5, GUVNL shall encash the Performance Bank Guarantee equivalent to the amount calculated as per penalties applicable under Article 4.6 and Article 4.4.10 as on date of encashment without prejudice to the other rights of GUVNL under this Agreement.

3.3 Return of Performance Bank Guarantee

3.3.1 Subject to Article 3.2, GUVNL shall return / release the Performance Bank Guarantee within 45 days after the successful commencement of power supply from the Project, after taking into account any penalty due to delays in commencement of power supply beyond the SCSD as per provisions stipulated in this Agreement. PBG may be returned on pro-rata basis subsequent to commencement of supply from part-capacity of the Project, based on the request by the RPD.

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

3.4 Achievement of Financial Closure

The RPD agrees and undertakes to duly perform and complete all of the following activities to achieve Financial Closure, at the RPD's own cost and risk,

by the date as on 12 months after the Effective Date of PPA:

a) RPD 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 (if applicable).

b) The RPD shall submit the details of all planned/proposed solar panels, inverters, wind turbine generators, ESS and produce the documentary evidence of the same.

3.5 Consequences of non-achievement of Financial Closure

3.5.1. The RPD shall obtain financial closure within twelve (12) months from date of execution of PPA for Non-Park & Park based tenders.

3.5.2. The RPD 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.

3.5.3. An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the RPD, on advance payment of extension charges of Rs.1000/- per day per MW plus GST as applicable. In case of any delay in depositing this extension charge, the RPD 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 SCSD. Any extension charges paid so, shall be returned to the RPD without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the RPD shall not be refunded by GUVNL.

ARTICLE 4 : CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 RPD's Obligations

4.1.1 The RPD undertakes to be responsible, at RPD's own cost and risk, for the following:

a) The RPD shall be solely responsible and shall make arrangements for land & associated infrastructure for development of the Project and for Connectivity with the STU/ISTS System (connectivity can be taken by RPD at different Interconnection Points) for confirming the availability of the power system required for supply of power by the SCSD and all clearances related thereto.

b) Obtaining all Consents, Clearances and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. GUVNL shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the RE Power project. The RPD shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing the Project. Any steps that may be taken by GUVNL in regard to grant of such consents and permits or any other approval to be taken by the RPD shall only be a voluntary facilitating endeavour on the part of GUVNL with no intention of being bound by any legal or binding obligation.

c) Designing, constructing, erecting, commissioning, completing and testing the RE Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.

d) The RPD shall make adequate arrangements to connect the RE Power Project switchyard with the Interconnection Facilities at Interconnection Point to connect the Power Project switchyard with the Interconnection Facilities at the Interconnection Point.

e) Obtaining Connectivity and executing connectivity agreement as per provision of GNA Regulation issued by CERC, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement. It is further clarified that the Entities (RPD and GUVNL) as indicated in the detailed procedure issued subsequently under the Central Electricity Regulatory Commission (Connectivity and General Network

Access to the inter-State Transmission System) Regulations, 2022, will be responsible for their respective obligations as notified in the detailed procedure. However, it is to be clarified that all expenses including transmission & wheeling charges and losses between the Project and the Delivery Point shall be borne by the RPD without any reimbursement by GUVNL.

f) The commencement of supply of power, up to the Contracted Capacity to GUVNL no later than the SCSD and continuance of the supply of power in line with the supply schedule stipulated by GUVNL as per Schedule-3 of this Agreement throughout the Term of this Agreement.

g) Owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 16;

h) Maintaining minimum 51% shareholding prevalent at the time of signing of PPA up to a period of one (1) year after the SCSD in line with Clause 25 of the RfS;

i) Fulfilling all obligations undertaken by the RPD under this Agreement and also as per the terms of the RfS.

j) The RPD shall be responsible for coordinating and dealing with the GUVNL, Load Dispatch Centers, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of RE Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations.

k) For the Solar PV and ESS components, the RPD shall fulfill the technical requirements according to criteria mentioned under Annexure A and Appendix- A1 of the RfS. For the solar PV capacity, the modules used in the Project shall be sourced only from the models and manufacturers included in the List-I under the "Approved List of Models and Manufacturers" as published by MNRE and valid as on the date of dispatch (procurement from within India)/filling of BOE with Indian Customs (procurement from outside India) of such modules. In case of the wind capacity, type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the date of commissioning of the project will be allowed for deployment under the RfS. Installation of other RE generating sources as part of the Project shall be governed by applicable technical standards issued by the Government

from time to time.

l) RPD shall be solely responsible for and obligated to ensure that the Project being implemented under this Agreement shall fulfill the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof.

m) As part of scheduling of power from the Project, the RPD will be required to punch-in its respective schedules from the Project components along with subsequent revisions in such schedules by itself at the interfaces of all the RLDCs concerned for the corridor of power flow, SLDC, as per the Regulations in force, under intimation to GUVNL. The RPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

n) Post Award Compliances

RPD shall submit quarterly project report in the month of February, May, August and November showing specific status of the following milestones for performance monitoring of the Projects from the date of issuance of LoI;

a. Application of registration of project with GEDA in case project is to be set up in the Gujarat and State Nodal Agency in case of project is to be set up outside of Gujarat.
b. Connectivity application
c. Financial Closure
d. Award of EPC contract
e. Solar PV Module Supply Agreement
f. WTG Supply agreement
g. Land acquisition
h. Civil work status
i. Erection work status
j. Commissioning

o) In addition to above, RPD shall achieve 'Land acquisition' as under:

Land Acquisition: "Land Acquisition" shall mean acquisition of required land to establish RE Project by the RPD either by way of purchase of land or through lease/rent of the land. At this stage, RPD shall ensure submission of notarized copy of sale deed or / and lease / rent agreement evidencing the acquisition of land. The RPD shall acquire land for the project within eighteen (18) months from date of execution of PPA for Non-Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior

to the scheduled Land Acquisition date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents. An extension for the acquisition of land can however be considered by GUVNL, on the sole request of the RPD, on advance payment of extension charges of Rs.1000/- per day per MW plus GST as applicable. In case of any delay in depositing this extension charge, the RPD has to pay an interest on this extension charge for the days lapsed beyond due date of Land Acquisition @ SBI MCLR (1Year). This extension will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the RPD without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD.

GUVNL shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance documents. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the RPD.

This extension will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the RPD without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the RPD shall not be refunded by GUVNL.

4.2 Information regarding Interconnection Facilities

4.2.1 The RPD shall be required to obtain all information from the STU/CTU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the RPD's side of the Delivery Point to enable delivery of electricity at the Delivery Point (i.e. GETCO periphery). The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the RPD at its own cost.

4.2.2 Penalties, fines and charges etc. imposed by the CTU/ STU under any statute

or / guidelines in relation to delay in commissioning of the RE Project shall be entirely dealt by the RPD and any such amounts claimed by such agency(ies) shall be payable by the RPD.

4.2.3 The responsibility of getting connectivity with the transmission system up to the Interconnection Point, will lie with the RPD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the RPD to be obtained at his own cost. The maintenance of transmission system up to the designated point as per the applicable terms and conditions shall be also the responsibility of the RPD to be obtained at his own cost. All costs and charges including but not limited to the wheeling charges and losses up to and including at the delivery Point associated with this arrangement will also be borne by the RPD.

4.2.4 In case of Pooling substation, losses in the transmission line shall be apportioned among the RPDs who share such a Pooling arrangement and duly signed by all RPDs, based on their monthly generation.

4.2.5 The arrangement of connectivity shall be made by the RPD through a dedicated transmission line. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the RPD. In case of non-availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the RPD, provisions of Article 5.10 shall be applicable.

4.2.6 ISTS charges and losses on transmission of power, including waiver for RE power, shall be applicable as per extant regulations. Government of India/CERC at its sole discretion, from time to time, issue order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind and solar power till a certain date. In case commencement of power supply from the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, GUVNL shall bear no liability with respect to transmission charges and losses levied, if any. However, in case the SCSD is on or before the above deadline for ISTS waiver and commencement of power supply from the solar / wind power component of the Project gets delayed beyond the applicable date of waiver of ISTS charges and losses due to reasons solely attributable to the RPD, the liability of inter-state transmission charges and losses would be of the RPD.

Delay in Project commissioning beyond the deadline as stipulated by the

Government of India, and treatment of ISTS charges and losses thereof, shall be dealt in line with the Central Electricity Regulatory Commission (Sharing of Inter- State Transmission Charges and Losses) (First Amendment) Regulations, 2023 dated 07.02.2023, and subsequent amendments and clarifications thereto, as applicable

Treatment of power supplied from the ESS component, with respect to waiver of ISTS charges and losses, shall be governed by the applicable Rules/Orders issued by Ministry of Power/MNRE, read in conjunction with CERC's Orders and Regulations notified in this regard. Further, it is clarified that in case commencement of power supply from the ESS component of the Project configuration gets delayed beyond the applicable date of waiver of ISTS charges and losses, due to reasons solely attributable to the RPD, the liability of inter-state transmission charges and losses shall be borne by the RPD.

4.3 Purchase and sale of Power within the Contracted Capacity

4.3.1 Subject to the terms and conditions of this Agreement, the RPD undertakes to sell RE Power to GUVNL at the Delivery Point(s) corresponding to the Contracted Capacity and delivery profile given in Schedule 3 of this Agreement.

4.4 Right to Contracted Capacity, Energy and Demand Fulfilment Ratio

4.4.1 Under this Agreement, procurement of contracted capacity shall be in power (MW) terms. The RPD shall supply RE power in a Firm and Dispatchable manner, matching the demand profile(s) provided by GUVNL (enclosed as Schedule-3 of this Agreement). The demand profile(s) has been provided for all the 96 time-blocks (each block comprising a 15 minutes' duration) for a representative day of each month of the year. The same profile(s) shall be applicable for each Contract Year during the Term of the PPA, and shall be matched by RE supply scheduled by the RPD. GUVNL/DISCOMs shall be entitled to use the power from this Project for fulfillment of its RPO/ESO in the proportion of contracted capacity of each component in the Project respectively and as per the extant regulation / guidelines.

4.4.2 The RPD shall schedule power on day-ahead basis, to match the demand profile in every 15 minutes' time-block. Intra-day variation from day ahead schedule would be allowed to the extent that it does not exceed the demand specified in the corresponding time-block. Intra-day variation (if any), shall be

intimated as per prevailing rules and regulations. GUVNL shall compulsorily offtake all the power, subject to the maximum power scheduled in any time-block being equal to the demand specified in the corresponding time block.

4.4.3 **Demand Fulfilment Ratio (DFR):** In each Contract Year, the RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least 90% on a monthly basis for peak hour (peak hours defined as follows 07:00 Hrs to 10:00 Hrs and 16:00hrs to 20:00hrs and 80% during Off-Peak Hours (all other hours of the day not defined as Peak Hours), separately. In case of deviation in meeting minimum DFR as mentioned above, penalty for the shortfall from minimum DFR shall be calculated separately for the Peak Hours and Off-Peak Hours as per Clause 4.4.10 of the RfS and the cumulative penalty shall be levied.

"Demand Fulfilment Ratio" for a particular time-block shall be calculated as follows: DFR = [Power Injection Schedule by the RPD (MW)in a particular time block/Demand (MW) specified by the GUVNL(MW) for the corresponding time block], subject to the max value of DFR being 1 (one). The RPD's performance against this metric will be measured by calculating the average DFR (off peak hours and Peak hours separately) of all time blocks during the month in a contract year.

4.4.4 The RPD shall offer power such that 100% of the annual energy offered corresponds to RE power.

4.4.5 The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/other bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.

4.4.6 The RPD is allowed to supply power in excess of the Contracted Capacity to any third party or power exchange, subject to No Objection Certificate from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL as per PPA. GUVNL may purchase such part/full excess power at PPA tariff. The RPD shall inform at least 30 days in advance of such excess generation to GUVNL, to enable GUVNL take necessary actions for sale / consumption of this excess generated energy. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal. Further, it is to be clarified that 15 days period for consideration of RPD's offer

shall be from date of acknowledgement of receipt of RPD's offer by GUVNL. In this context, "Contracted Capacity in any time-block" refers to the power (MW) stipulated by GUVNL in a particular time-block, which the RPD is obligated to supply as per the provisions of this Agreement. However, it may be noted that at any instance of energy supply from the Project, priority shall be accorded to meet the energy requirements as per PPA, before selling any quantum of energy in the open market.

The RPD may sell the power which was offered to the GUVNL (within the Contracted Capacity) but was not scheduled by the GUVNL, to any third party or power exchange, without requiring NOC from the GUVNL.

The RPD may repower the Project at any stage at its own risk and cost, if required in order to meet the DFR requirement of this Project.

4.4.7 Any instance of third-party sale of power from the Project by the RPD, while the demand specified in the PPA remains unfulfilled, shall constitute a breach of RPD's obligations under the PPA and make the RPD liable for penalty @1.5 times of extant market rate/kWh (reference rate being the applicable rate on the Green- Day Ahead Market (G-DAM) of Indian Energy Exchange (IEX). However, this penalty will not be applicable in cases where GUVNL does not schedule power within the demand profile. This penalty will be levied over and above the penalty for shortfall in meeting the minimum DFR requirement as per Article 4.4.10 below.

4.4.8 It is to be noted that the summation of generation schedule of RE Power to GUVNL from multiple sources and/or locations cannot be more than the Contracted Capacity specified in the PPA. The RPD may, however, apply for connectivity and access (if applicable), in accordance with extant regulations. In case at any point of time, the power being injected from the Project is higher than the capacity (MW) for which connectivity has been granted for the Project, and causes disturbance in the system at the point where power is injected, the RPD may have to forego the excess generation and reduce the output to the Project Capacity to ensure compliance with grid requirement and shall further be liable to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.

4.4.9 Not Used.

4.4.10 **Penalty for shortfall in power supply**: Subsequent to commencement of power supply from the first part capacity of the Project, if for any Contract Year, save and except in case of Force Majeure, In case DFR demonstrated by the RPD is less than minimum DFR as mentioned in 4.4.3 on a monthly basis, such shortfall in performance shall make the RPD liable to pay the penalty. The amount of such penalty will be equal to 1.5 times the Applicable Tariff corresponding to the energy units not supplied by the RPD. Illustration to this effect is enclosed at Schedule-4 of this Agreement.

4.4.11 Subsequent to commencement of power supply, RPD shall submit the block wise injection schedule certified by SLDC/RLDC under REA or SEA for the project connected with ISTS or InSTS. For each month in a Contract Year, the above data will be required to be submitted by the RPD to GUVNL within 10 calendar days after expiry of the previous month, for verification of the performance parameters for calculating applicable penalty on account of shortfall.

4.4.12 The RPD agrees that the methodology specified hereinabove for calculation of compensation in the form of penalties payable by the RPD as indicated above is a genuine and accurate pre-estimation of the actual loss that will be suffered by GUVNL. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the penalty or the method of calculating the penalty specified in this document is a genuine and reasonable pre-estimate of the penalty that may be suffered by the GUVNL in each case specified under this Agreement.

4.4.13 The parties agree that penalties shall not be applicable in events of Force Majeure identified under the PPA, affecting supply of power by the RPD. RPD shall not be liable to pay any penalty whatsoever including consequential damages for any shortfall in generation in excess of what becomes payable under Article 5.4.7 and/or Article 5.4.10.

4.5 Extensions of Time

4.5.1 In the event that the RPD is prevented from performing its obligations under Article 4.1 by the SCSD due to:

a) any GUVNL Event of Default; or

b) Force Majeure Events affecting GUVNL, or

c) Force Majeure Events affecting the RPD,

the SCSD and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the RPD or GUVNL through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the RPD or GUVNL, or till such time such Event of Default is rectified by GUVNL.

4.5.2 Subsequent to grant of connectivity, in case there is a delay in operationalization of GNA by the CTU and/or there is a delay in readiness of the ISTS/STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network until SCSD of the Project, and it is established that:

(i) The RPD has complied with the complete application formalities as per RfS,

(ii) The RPD has adhered to the applicable procedure in this regard as notified by the CERC/CTU/STU, and

(iii) The delay in operationalization of GNA and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is solely attributable to the CTU/transmission licensee and is beyond the control of the RPD;

The above shall be treated as delays beyond the control of the RPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Inter Connection Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by GUVNL.

In case of change in Project location(s) by the RPD, extension requests under this Article shall be dealt by GUVNL on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Article, the phrase "change in Project location" or its similar connotations, shall refer solely to change in Interconnection Point(s) of the Project.

4.5.3 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of nine (9)

months from the date of the Force Majeure Notice, termination of this Agreement may be caused solely at the discretion of GUVNL as per the provision of article 13.5 .

4.5.4 If the RPD and GUVNL have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commercial Operation Date or the Expiry Date should be deferred, either Party may raise the Dispute to be resolved in accordance with Article 17.

4.5.5 As a result of such extension on account of Article 4.5.1 or Article 4.5.2, the newly determined Scheduled Commercial Operation Date and newly determined Expiry Date shall be deemed to be the Scheduled Commercial Operation Date and the Expiry Date for the purposes of this Agreement.

4.5.6 Not Used

4.5.7 Delay in commencement of supply of power beyond the SCSD for reasons other than those specified in Article 4.5.1 & Article 4.5.2 shall be an event of default on part of the RPD and shall be subject to the consequences specified in the Article 4.6.

4.6 Penalty for delay in Commencement of supply of power

4.6.1 The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on **24 months** from the Effective Date of the PPA. If the RPD is unable to commence full capacity power supply by the SCSD for any of the reasons other than those specified in Article 4.5.1, and 4.5.2, the RPD shall pay to GUVNL, penalty for the delay in such commencement of power supply and making the Contracted Capacity available for dispatch by the SCSD as per the following:

(a) Delay beyond the SCSD up to (& including) the date as on 6 months after the SCSD or the extended SCSD, if applicable: The total PBG amount shall be encashed on per day basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Contracted Capacity of 250 MW, if commencement of power supply from 100 MW of Contracted Capacity gets delayed by 18 days beyond the SCSD, then the penalty shall be calculated as: PBG amount X (100/250) X (18/180). For the purpose of calculation of penalty, a 'month' shall comprise 30 days.

(b) For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be

applicable even in cases where no capacity **(i.e. 0 MW)** has commenced supply of power.

4.6.2 The maximum time period allowed for commencement of supply of power from the full Contracted Capacity with encashment of Performance Bank Guarantee shall be limited to 6 months after the SCSD/extended SCSD of the Project. In case commencement of power supply from the Project is delayed beyond 6 months after the SCSD, following shall be applicable:

(i) The Contracted Capacity shall stand reduced / amended to the capacity corresponding to the Project Capacity that has commenced power supply until the date as on 6 months after the SCSD and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity.

In case of reduction in the Contracted Capacity, the demand profile to be met by the RPD shall be proportionately reduced and any power being supplied over and above the modified demand profile shall be treated as excess power under the respective RfS/PPA provisions. For example, in case of a Contracted Capacity of 400 MW, the maximum non-zero demand to be met in a particular time-block becomes 400 MW (as per Schedule-3). Now, in case the Contracted Capacity gets modified to 200 MW, the demand of 300 MW originally specified in a particular time-block will proportionately get modified to 150 MW. The maximum non-zero demand to be met shall get modified to 200 MW as per Schedule-3, and supply of 300 MW in a particular time-block by the RPD where demand is 200 MW, will be treated as excess power under this Agreement.

However, GUVNL has the full right to give extension to RPDs beyond the time line as mentioned above in case reason of delay is beyond the reasonable control of RPD.

4.6.3 The RPD acknowledges and accepts that the methodology specified herein

above for calculation of penalty payable by the RPD is a genuine and accurate pre- estimation of the actual loss that will be suffered by GUVNL. RPD further acknowledges that a breach of any of the obligations contained herein result in injuries and that the amount of the penalty or the method of calculating the penalty specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the GUVNL in each case specified under this Agreement.

4.6.4 Subsequent to commencement of power supply under the PPA, the RPD shall submit a fresh Bank Guarantee (BG) for a validity of 15 months from the date of commencement of power supply from the last part capacity/capacity finally accepted under the PPA. This BG, to be issued in the format identical to the PBG, will be issued for an amount equal to the project PBG amount. Penalty on account of shortfall in Project performance during the first Contract Year shall be recovered by encashing this BG, in case not paid by the RPD. The PBG submitted in lieu of timely commencement of power supply may also be retained to cover this guarantee (subject to enhanced validity), with the remaining amount to be covered by an additional BG.

4.7 Acceptance/Performance Test

4.7.1 Prior to synchronization of the Project with the grid, the RPD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by Central Electricity Authority or an agency identified by the central government to carry out testing and certification of the RE power projects.

4.8 Third Party Verification

4.8.1 The RPD shall be further required to provide entry to the sites of the Project (from which power under this Agreement is being made available) free of all encumbrances at all times during the Term of the Agreement to GUVNL and a third Party nominated by any Indian Governmental Instrumentality or GUVNL for inspection and verification of the works being carried out by the RPD at the site of the Power Project.

4.8.2 The third party may verify the construction works/operation of the Project being carried out by the RPD and if it is found that the construction works/operation of the project is not as per the Prudent Utility Practices, it may

seek clarifications from RPD or require the works to be stopped or to comply with the instructions of such third party.

4.9 Breach of Obligations

4.9.1 The Parties herein agree that during the subsistence of this Agreement, subject to GUVNL complying of its obligations & undertakings under this Agreement, the RPD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.10 Generation compensation for Off-take constraints

4.10.1 *a)* <u>Generation Compensation in off-take constraints due to Grid Unavailability</u>:

During operation of the Project, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the RPD. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted and payable by GUVNL as under,

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a Contract Year (as defined in Article 1)	*Generation Compensation = ((Applicable Tariff x RE power (MW) offered but not scheduled by GUVNL) X 1000 X No. of hours of grid unavailability)* However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

Compensation (if any) calculated as per above provision, will be paid to the RPD on an annual basis.

(b) <u>Payment in case of reduced offtake</u>:

The RPD and the GUVNL shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission

(i.e. GERC). In case the Project is available to supply power but the off-take of power is not done by the GUVNL, including non-dispatch of power due to non-compliance with "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of 'must run' status for RE Power the RPD shall be eligible for payment from the GUVNL, corresponding to the reduced offtake, in terms of following manner.

Reduced Offtake	Provision for Generation Compensation
Reduced Offtake beyond 175 hours in a year, as defined in the PPA	**Generation Compensation =** *((Applicable Tariff x RE power (MW) offered but not scheduled by GUVNL) X 1000 X No. of hours of Reduced Off-take* However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

(c) For claiming compensation under 4.10.1 (a) & (b), the RPD must sell its power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the demand profile in the respective time-block and the quantum of power scheduled by the Buying Entity.

(d) The RPD shall be eligible for payment from the GUVNL, corresponding to the reduced offtake of power as per above mentioned methodology. The Payment is to be done as part of the energy bill for the successive month after receipt of Energy Accounts (REA)/SEA/JMR. It is hereby clarified that for the purpose of Article 4.10, "generation" shall mean scheduled energy based on Energy Accounts. The RPD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.

ARTICLE 5 : SYNCHRONISATION, COMMERCIAL OPERATION, AND COMMENCEMENT OF SUPPLY OF POWER

5.1 The RPD shall give the concerned RLDC/SLDC and GUVNL at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the RE Power Project to the Grid System.

5.2 Subject to Article 5.1, the Project may be synchronized by the RPD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code, First Time Charging Procedures, CEA Connectivity Regulations then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.3 The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the RE Project and transmission of data to the concerned authority as per applicable regulations shall be installed by the RPD at its generation facility at its own cost. The RPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System and RLDC, in line with the provisions of the Grid Code.

5.4 The RPD shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the generation facility including RE Project(s) is electrically connected and also to the RLDC in accordance with applicable Grid Code under intimation to GUVNL.

5.5 The RPD shall commission the Project in line with provisions of the Grid Code and commission procedure as mentioned in PPA. It is clarified that GUVNL shall bear no responsibility in declaration of commissioning/CSD of the Project unless commissioning certificate issued by State Nodal Agency or Representatives / Agency authorized by GUVNL for part/full project capacity as per commissioning procedure as mentioned in the PPA. The date of onset of commercial offtake of power by GUVNL shall be determined as the date of commencement of power supply under the RfS/PPA. Prior to declaration of CSD, the RPD shall submit commissioning certificate for the corresponding Installed Capacity which has commenced power supply to GUVNL as part of the requisite documents.

5.6 The RPD shall be permitted for commencement of power supply from full as well as part Contracted Capacity even prior to the SCSD subject to availability of transmission connectivity and General Network Access (GNA). Even in case of early part/full commencement of power supply, the PPA will remain in force for a period of 25 (twenty-five) years from the SCSD/extended SCSD.

5.7 There can be part commencement of power supply from the Contracted Capacity. Part commencement of supply of power from the Project shall be accepted by GUVNL subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty in terms of the PPA on the part which has not yet commenced supply of power. It is to be clarified that for the acceptance of the part commissioning, capacity in extent ratio of the project components specified under Schedule-7 of this agreement must be commissioned. If extent ratio is not commissioned for the part commissioning than it will be treated as component commissioning and tariff for such component commissioning shall be applicable as under Article 9.3

5.8 GUVNL & RPD agree that for the purpose of commencement of the supply of electricity by RPD to GUVNL, liquidated damages for delay etc., the SCSD/extended SCSD as defined in this Agreement shall be the relevant date.

5.9 The RPDs will be free to reconfigure and repower various components of the Project configuration from time to time during the PPA duration at its own risk and cost, pursuant to Articles 3.1 and 4.4 of this Agreement. However, GUVNL will be obliged to buy power only up to the Contracted Capacity as per this Agreement. The RPD is allowed to supply power in excess of the Contracted Capacity to any third party or power exchange, subject to No Objection Certificate from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL. GUVNL may purchase such part/full excess power at PPA tariff. The RPD shall inform at least 30 days in advance of such excess generation to GUVNL, to enable GUVNL take necessary actions for sale / consumption of this excess generated energy. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal.

Further, it is to be clarified that 15 days period for consideration of RPD's offer shall be from date of acknowledgement of receipt of RPD's offer by GUVNL.

5.10 In additions to the requirements mentioned above, RPD shall also comply with all the requirements as mentioned in the Indian Electricity Grid Code.

ARTICLE 6 : DISPATCH AND SCHEDULING

6.1 Dispatch and Scheduling

6.1.1 The RPD shall be entirely responsible to schedule its power as per the applicable regulations / requirements / guidelines of CERC / SERC /SLDC / RLDC or any other competent agency and same being recognized by the RLDC/SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time. Any deviation from the schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the RPD.

6.1.2 The RPD shall be responsible for coordinating and dealing with GUVNL, State Load Dispatch Centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations.

6.1.3 The RPD shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable prevailing regulations. UI charges on this account shall be directly paid by the RPD.

6.1.4 Auxiliary power consumption will be treated as per the concerned Central/ State regulations.

6.1.5 Further, in case of any difference in delivered energy with respect to error in scheduled energy at the interfaces of all the RLDCs/SLDCs concerned for the corridor of the power flow, including the RLDC/SLDC of the GUVNL, GUVNL will make payments corresponding to the lowest of the individual energy values to the RPD, until rectification of the above error.

ARTICLE 7 : METERING

7.1 Meters

7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the RPD and GUVNL shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

7.1.2 The RPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at RPD's side of Delivery Point.

7.1.3 In addition to ensuring compliance of the applicable codes, the RPD shall install Main & Check meters at the Injection Point, along with Stand-by meter(s) as per the applicable Central/State regulations.

7.1.4 In case of pooling of multiple Projects, power from multiple Projects can be pooled at a Pooling Substation prior to the Injection/Delivery point and the combined power can be fed at Delivery point through a common transmission line from the Pooling Substation. In such cases, ABT compliant sub-meters as per relevant regulation/approvals are also to be set up at pooling substation for individual projects in addition to the meters at Injection Point as described in Article 7.1.3.

7.1.5 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 RPD and / or GUVNL / GETCO / CTU at RPD's cost, as soon as possible.

7.1.6 Any meter seal(s) shall be broken only by GETCO/ CTU's representative in the presence of RPD representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.

7.1.7 All the Main and Check Meters shall be calibrated at least once in a period of three years.

7.1.8 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.

7.2 Reporting of Metered Data and Parameters

7.2.1 The grid-connected RE power plants will install necessary equipment for regular monitoring of solar irradiance (including GHI, DHI and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the RE Project.

7.2.2 Online arrangement would have to be made by the RPD for submission of above data from RE Project regularly for the entire period of this Agreement to the SLDC/RLDC, GUVNL and the concerned Ministry or concerned agency as per applicable regulation/ directions.

7.2.3 Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the RPD to Ministry of New and Renewable Energy/GUVNL or as specified by the Government for entire Term of this Agreement.

7.2 Records

7.3.1 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 RPD 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 : INSURANCES

8.1 Insurance

8.1.1 The RPD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the RE Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, Implementation and Support Agreement (if applicable) and under the applicable laws.

8.2 Application of Insurance Proceeds

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the RE Power Project or any part of the RE Power Project shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, GUVNL shall have claim on such proceeds of such Insurance limited to outstanding dues of GUVNL against RPD.

8.3 Effect on liability of GUVNL

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the RPD can claim compensation, under any Insurance shall not be charged to or payable by GUVNL. It is for the RPD to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

ARTICLE 9 : APPLICABLE TARIFF

9.1 Subsequent to commencement of power supply by the RPD on the terms contained in this Agreement, the RPD shall be entitled to receive the tariff of Rs.___/kWh, fixed for the entire Term of this Agreement.

9.2 In cases of early commencement of power supply, till SCSD, the RPD will be free to sell the electricity generated to any entity other than the GUVNL, only after giving the first right of refusal to the GUVNL. The GUVNL shall provide refusal within 15 (fifteen) Days from the receipt of the request, beyond which it would be considered as deemed refusal. In case GUVNL agree to purchase power from a date prior to the SCSD, such power shall be purchased at the PPA Tariff.

9.3 In case of multiple Project components, and in case one or more such component (wind or solar PV or any other RE power generating source with or without ESS) is ready for injection of power into the grid, but the remaining component is unable to commence power supply, the RPD will be allowed to commence power supply from such component which is ready, outside the ambit of this Agreement. Following should be noted under this scenario:

(a) First right of refusal for such power shall vest with the GUVNL.

(b) In case GUVNL decides to buy such discrete component's power outside the PPA, such power shall be purchased at 50% of the Applicable Tariff.

(c) The above scenario will be applicable until the RPD commences supply of power to GUVNL under the provisions of this Agreement.

ARTICLE 10 : BILLING AND PAYMENT

10.1 Billing Provision

The Billing will be on monthly basis. GUVNL will be billed by the RPD based on units as certified by SEA of Gujarat SLDC following the end of each month for the energy supplied and payment will be due on the thirtieth (30^{th}) day following the receipt of the billing invoice.

As per applicable regulation(s), all charges pertaining to obtaining open access including transmission charges and Losses up to the delivery point(s) and scheduling of power, if any, shall be borne by the RPD in case of CTU/STU connectivity.

10.2 Payment

GUVNL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the designated office of GUVNL.

10.3 Late Payment Surcharge

10.3.1. 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.

10.3.2. 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.

10.3.3. Provided further that all Payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

10.3.4. The Late Payment Surcharge shall be claimed by RPD through the supplementary bill.

10.4 Rebate

For payment of Monthly Bill by GUVNL, if paid before Due Date of Payment, a Rebate shall be deducted by GUVNL at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds

Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \quad \text{per week or part thereof.}$$

10.5 Payment Security

GUVNL shall provide an Irrevocable and unconditional revolving Letter of Credit (LC) in favour of, and for the sole benefit of the RPD for the contracted capacity. All the cost for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the RPD.

10.5.1. The Letter of Credit shall be established in favour of, and issued to, the RPD 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.

10.5.2. 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 RPD for payment of undisputed amount.

(ii) The amount of the Letter of Credit shall be equal to an amount not less than one month's average billing of the Project.

(iii) GUVNL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.

10.5.3. The Letter of Credit shall be renewed and/or replaced by GUVNL not less than 30 days prior to its expiration.

10.5.4. 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 RPD stating that the amount payable by GUVNL in respect of such Tariff Invoice has not been paid and disputed by GUVNL till the Due Date of Payment of the Tariff Invoice.

10.6 Disputes:

10.6.1 If the GUVNL does not dispute a Monthly Bill or a Supplementary Bill raised by the RPD within thirty (30) days of receiving, such Bill shall be taken as conclusive.

10.6.2 If the GUVNL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, GUVNL shall pay the RPD 100% of the undisputed amount plus 85% of the disputed amount within the due date, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

i) the details of the disputed amount;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its claim.

10.6.3 If the RPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, the RPD shall revise such Bill and present along with the next Monthly Bill. In such a case, excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.6.4 If the RPD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the GUVNL providing:

i) reasons for its disagreement;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its counter-claim.

10.6.5 Upon receipt of the Bill Disagreement Notice by the GUVNL under Article

10.6.4, authorized representative(s) of the GUVNL and RPD shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.6.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.6.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.6.7 For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, GUVNL shall, without prejudice to its right to Dispute, be under an obligation to make payment of 100% undisputed amount plus 85% of the disputed amount of the invoice in the Monthly Bill.

10.6.8 In the event of a dispute as to the amount of any Tariff Invoice, GUVNL shall notify the RPD of the amount in dispute and GUVNL shall pay the RPD 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 Appropriate Commission (i.e. 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 RPD 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 Appropriate Commission under Section 79 or 86 of Electricity Act 2003 and the Appropriate Commission may refer the matter to Arbitration as provided in the said provision read with Section 158 of Electricity Act 2003. If the dispute is not settled during such discussions then the payment made by GUVNL shall be considered as a payment under protest. Upon resolution of the dispute, in case the RPD is subsequently found to have overcharged, then it shall return the overcharged amount with Late Payment Surcharge in accordance with the Article 10.3 for the period it retained the additional amount. GUVNL / RPD 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.

10.7 *Quarterly and Annual Reconciliation*

10.7.1. The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.7.2. The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the RPD and GUVNL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the RPD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.8 Payment of Supplementary Bill

10.8.1. RPD may raise a ("Supplementary Bill") for payments such as:

a) Adjustments required by the Energy Accounts (if applicable);

or

b) Change in Law as provided in Article 12,

or

c) Payment under Article 4.10

And such Supplementary Bill shall be paid by the other Party.

10.8.2. GUVNL shall remit all amounts due under a Supplementary Bill raised by the RPD to the RPD's Designated Account by the Due Date, except open access charges, SLDC/RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 4.10 Rebate as applicable to Monthly Bills pursuant to Article 10.4 shall equally apply. No surcharge will be applicable other than that on the monthly energy payment .

10.8.3. In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.

10.9 *Offtake constraints due to Grid Unavailability & Reduced Offtake*

For claiming either of under 4.10.1(a) & (b), the RPD must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the Contracted Capacity and the quantum of power scheduled by GUVNL.

The RPD shall be eligible for payment from the GUVNL, corresponding to the reduced offtake of power as per methodology under 4.10.1. The Payment is to be done as part of the energy bill for the successive month after receipt of Energy Accounts (REA)/SEA/JMR. It is hereby clarified that for the purpose of this Article, "generation" shall mean scheduled energy based on Energy Accounts. Notwithstanding anything mentioned above, the provisions of Article 4.10 of the PPA shall be applicable. The RPD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.

ARTICLE 11 : FORCE MAJEURE

11.1 Force Majeure Events

a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the RPD 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 CTU/GETCO/ DISCOMs, the backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions;

x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

xi) 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 SCSD 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 SCSD of the project and it is established that;

(c) The RPD 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 RPD had applied for connectivity, was scheduled for completion on or before the SCSD of the project and;

(d) The RPD 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 delay 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 15 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.

11.2 Available Relief for a Force Majeure Event:

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

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

ARTICLE 12 : CHANGE IN LAW

12.1 Definition

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

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

b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty and/or custom duty and or Goods and Services Tax including surcharge thereon which have direct effect on the Project cost.

12.2 Relief for Change in Law

12.2.1 In case Change in Law on account of 12.1.1 (a) above results in the RPD'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 RPD shall be appropriately increased or decreased with due approval of GERC.

12.2.2 In case of Change in Law on account of 12.1.1 (b) above, the RPD shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of INR 2.0 Lakh per MW in the Project Cost incurred upto the Scheduled Commercial Operation Date upon submission of proof of payment made by the RPD towards safeguard duty and/or anti-dumping duty and/or custom duty and or Goods and Services Tax to the concerned Authority and with due approval of

GERC. Change in law shall be limited to the installed capacity required for the supply of contracted power.

12.2.3 The RPD / GUVNL or the RPD, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

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

ARTICLE 13 : EVENTS OF DEFAULT AND TERMINATION

13.1 **Term of the Agreement:** This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement.

13.2 **Survival**: The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Term, Termination and Default), Article 16 (Dispute Resolution), Article 15 (Liability and Indemnification), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

13.3 **RPD Event of Default**

13.3.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by GUVNL of its obligations under this Agreement, shall constitute an RPD Event of Default:

a. the failure to commence supply of power to GUVNL by the end of the period specified in Article 4; or failure to maintain minimum DFR requirement as per Article 4.4.3 for a period of 6 consecutive months after commencement of power supply throughout the Term of this Agreement, or if

(i) the RPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

(ii) the RPD transfers or novates any of its rights and/or obligations under this agreement, in a manner contrary to the provisions of this Agreement, except where such transfer

- is in pursuance of a Law; and does not affect the

ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement; or

- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee; or

b. if (a) the RPD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the RPD , or (c) the RPD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the RPD will not be a RPD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the RPD and expressly assumes all obligations of the RPD under this Agreement and is in a position to perform them; or

c. The RPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from GUVNL in this regard; or

d. except where due to any GUVNL's failure to comply with its material obligations, the RPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPD within thirty (30) days of receipt of first notice in this regard given by GUVNL; or

e. change in shareholding of the RPD before the specified time frame as mentioned in Article 4.1.1 of this Agreement, without prior consent of GUVNL; or ceding of control by the promoters of M/s ..... [Insert name of the bidding company which was issued LoI by GUVNL under the RfS] within 1 year of SCSD, without prior consent of GUVNL; or

f. Revoking of connectivity of the RPD on account of non-compliance by the RPD.

g. O &M Default on part of RPD

h. Failure to pay penalty in advance to GUVNL and consequent non-extension of financial closure deadline

i. any of the undertakings submitted by the Seller at the time of submission of the Bid being found to be breached or inaccurate.

13.4 GUVNL Event of Default

13.4.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the RPD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting GUVNL:

a) GUVNL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the RPD is unable to recover the amount outstanding to the RPD through the Letter of Credit,

b) GUVNL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the RPD in this regard; or

c) except where due to any RPD's failure to comply with its obligations, GUVNL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by GUVNL within sixty (60) days of receipt of notice in this regard from the RPD to GUVNL; or

d) if

- GUVNL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or

- any winding up or bankruptcy or insolvency order is passed against GUVNL, or

- GUVNL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of

its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a GUVNL Event of Default, where such dissolution or liquidation 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 has creditworthiness similar to GUVNL and expressly assumes all obligations of GUVNL and is in a position to perform them; or;

e) Occurrence of any other event which is specified in this Agreement to be a material breach or default of GUVNL.

13.5 Procedure for cases of RPD Event of Default

13.5.1 Upon the occurrence and continuation of any RPD Event of Default under Article 13.3, GUVNL shall have the right to deliver to the RPD, with a copy to the representative of the lenders to the RPD with whom the RPD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (GUVNL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.5.2 Following the issue of a GUVNL Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.5.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.5.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the RPD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, GUVNL may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the RPD.

13.5.5 Subject to the terms of this Agreement, upon occurrence of an RPD Event of Default under this Agreement, the RPD will be liable to pay to

GUVNL, penalty as provided in Article 4.6 of this Agreement for failure to commence supply of power within the stipulated time and Article 4.4 for failure in supply of power in terms of this Agreement. For other cases, the RPD shall be liable to pay to GUVNL, damages, equivalent to 24 (twenty-four) months or balance PPA period, whichever is less, of tariff for its Contracted Capacity as per the demand profile annexed to this Agreement.

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.

In addition to the levy of damages as aforesaid, the lenders in concurrence with GUVNL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the RPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the RPD and performing the obligations of the RPD. However, in the event the lenders are unable to substitute the defaulting RPD within the stipulated period, GUVNL may terminate this Agreement. Provided that any substitution under this Agreement can only be made with the prior consent of GUVNL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by GUVNL and accepts the terms and conditions of this Agreement.

13.5.6 The lenders in concurrence with the GUVNL, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The RPD shall cooperate with GUVNL/ Lenders 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+ 18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the RPD to GUVNL.

13.6 Procedure for cases of GUVNL Event of Default

13.6.1. Upon the occurrence and continuation of any GUVNL Event of Default

specified in Article 13.4, the RPD shall have the right to deliver to GUVNL, a RPD Preliminary Default Notice, which shall specify in reasonable detail the circumstances giving rise to its issue.

13.6.2. Following the issue of an RPD Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.6.3. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.6.4. After a period of ninety (90) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or GUVNL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, GUVNL and the RPD shall, subject to the prior consent of the RPD, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the RPD, or if no offer of novation is made by GUVNL within the stipulated period, then the RPD may terminate the PPA and at its discretion require GUVNL to pay to the RPD, damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of charges of its Contracted Capacity as per the demand profile annexed to this Agreement.

In the event of termination of PPA on account of Event of Default by the GUVNL, any damages or charges payable to the STU/ CTU, for the connectivity of the Project, shall be borne by GUVNL.

13.7 Termination due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, termination of this Agreement shall be caused solely at the discretion of GUVNL and there shall not be any liability (to GUVNL) arising out of such termination. In such an event, this Agreement shall terminate on the date of such Termination Notice issued by GUVNL without any further liability to either Party from the date of such termination.

ARTICLE 14 : LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The RPD shall indemnify, defend and hold GUVNL harmless against:

a) any and all third party claims against GUVNL for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the RPD of any of its obligations under this Agreement or due to the RPD's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by GUVNL from third party claims arising by reason of a breach by the RPD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the RPD, for which specific remedies have been provided for under this Agreement).

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) in respect of which it is entitled to be indemnified.

Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i) the Parties choose to refer the dispute in accordance with Article 16.3.2; and

ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

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

b. The Indemnified Party may contest the claim by referring to the Appropriate Commission for which it is entitled to be Indemnified under Article 14.1.1(a)) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defense, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 Indemnifiable Losses

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the RPD nor GUVNL nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non- performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due

under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of GUVNL, the RPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 GUVNL shall have no recourse against any officer, director or shareholder of the RPD or any Affiliate of the RPD or any of its officers, directors or shareholders for such claims excluded under this Article. The RPD shall have no recourse against any officer, director or shareholder of GUVNL for such claims excluded under this Article.

14.5 GUVNL's Liability

14.5.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and accept that the GUVNL is the Company to purchase electricity to enable them to fulfill the Renewable Purchase Obligations (RPO)/Energy Storage Obligation (ESO) and power demand. GUVNL shall discharge the tariff payment obligation in terms of the provisions of this Agreement.

14.6 Duty to Mitigate

15.6.1 The Parties shall endeavour to take all reasonable steps so as to mitigate any loss or damage which has occurred under this Article 14.

ARTICLE 15 : ASSIGNMENTS AND CHARGES

15.1 Assignments

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by GUVNL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to commencement of power supply under this Agreement.

Provided that, GUVNL shall permit assignment of any of RPD's rights and obligations under this Agreement in favour of the lenders to the RPD, if required under the Financing Agreements.

Provided that, such consent shall not be withheld if GUVNL seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the RPD and the GUVNL provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 10 Lakh + 18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPD to GUVNL. Provided further that, such consent shall not be withheld by the RPD if GUVNL seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

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 Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPD to GUVNL.

15.2 Permitted Charges

The RPD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 16.1 and the Guidelines.

ARTICLE 16 : GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Gujarat / GERC.

16.2 Amicable Settlement and Dispute Resolution

16.2.1 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 ("Noticee"), 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 Noticee shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:

(a) counter-claim and defences, if any, regarding the Dispute; and

(b) all written material in support of its defences and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by the Party issuing the Notice pursuant to Article 16

(i) if the Noticee does not furnish any counter claim or defence under Article 16

(ii) or thirty (30) days from the date of furnishing counter claims or defence by the Noticee, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.

(iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Notwithstanding the ownership structure of the RPD, GERC / the courts of Gujarat shall have exclusive jurisdiction to hear, settle or determine any

dispute or clam arising out of or in connection with the PPA.

16.3.2 GUVNL shall be entitled to co-opt the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.4 Parties to Perform Obligations

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 17 : MISCELLANEOUS PROVISIONS

17.1 Amendment

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2 Third Party Beneficiaries

17.2.1 Subject to provisions contained in this agreement, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3 Waiver

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

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

17.4 Confidentiality

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

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law, without the prior written consent of the other Party.

17.5 Severability

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6 Notices

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

17.6.2 If to the RPD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

17.6.3 If to GUVNL, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address :

Attention

Email :

Fax. No. :

Telephone No. :

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice

can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

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

17.7 Language

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

17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8 Restriction of Shareholders / Owners' Liability

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

17.9 Taxes and Duties

17.9.1 The RPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the RPD, contractors or their employees that are required to be paid by the RPD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

17.9.2 GUVNL shall be indemnified and held harmless by the RPD against any claims that may be made against GUVNL in relation to the matters set out in Article 17.9.1.

17.9.3 GUVNL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the RPD by GUVNL on behalf of RPD.

17.10 Independent Entity

17.10.1 The RPD shall be an independent entity performing its obligations pursuant to the Agreement.

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

17.11 Compliance with Law

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

17.12 Not Used

17.13 Breach of Obligations

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

17.14 Order of priority in application

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

i. applicable Law, rules and regulations framed thereunder;

ii. the Grid Code; and

iii. the terms and conditions of this Agreement;

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

For and on behalf of [GUVNL]	For and on behalf of [RPD]
Name, Designation and Address	Name, Designation and Address
Signature with Seal	Signature with seal
Witness	Witness
1.	1.
2.	2.

SCHEDULE 1 : FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(to be submitted separately for each Project)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the --- [Insert name of the Bidder] (hereinafter referred to as 'selected RE Power Developer' or 'RPD') submitting the response to RfS inter alia for ---------- [*Insert title of the RfS*] of the Contracted Capacity of MW [*Enter Contracted Capacity as per the PPA*] through setting up of .... MW [*Insert committed Installed Capacity as per the PPA*] of Installed Capacity, at [*Insert name of the Project location(s)*], for supply of power there from on long term basis, in response to the RfS dated ..... issued by Gujarat Urja Vikas Nigam Limited (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of---------- [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the RE Power Developer and issuing Letter of Intent No _____to (*Insert Name of selected RE Power Developer*) as per terms of RfS and the same having been accepted by the selected RPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected RE Power Developer or a Project Company, M/s____{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the_____[*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Vadodara, Gujarat forthwith on demand in writing from GUVNL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees_[Total Value] only, on behalf of M/s_____[*Insert name of the selected RE Power Developer / Project Company*].

This guarantee shall be valid and binding on this Bank up to and including .. and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made,

given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR_____(Indian Rupees _____only).

Our Guarantee shall remain in force until..... GUVNL shall be entitled to invoke this Guarantee till .....

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, in order to make the said payment to GUVNL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by_____[*Insert name of the selected RE Power Developer/ Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require GUVNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GUVNL in respect of any payment made hereunder

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly GUVNL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected RE Power Developer/ Project Company, to make any claim against or any demand on the selected RE Power Developer/ Project Company or to give any notice to the selected RE Power Developer/ Project Company or to enforce any security held

by GUVNL or to exercise, levy or enforce any distress, diligence or other process against the selected RE Power Developer/ Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to SBI Bank and a confirmation in this regard is received by GUVNL.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR_____(Indian Rupees_____only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GUVNL serves upon us a written claim or demand.

Signature_____
Name_____
Power of Attorney No._____

For
_____*[Insert Name and Address of the Bank]* _
E-mail ID of the bank:
Banker's Stamp and Full Address.
Dated this____day of____, 20__

Witness:
1.

.....
Signature
Name and Address
2.

.....
Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

SCHEDULE 2 : FORMAT OF PAYMENT ON ORDER INSTRUMENT (IN LIEU OF PBG)

NOT USED

SCHEDULE 3 : DEMAND PROFILE

1. The profile for a representative day of a month as brought out in the table below is required to be met for all the days of the respective month.

2. The non-zero demand profile shall be followed by the individual RPD on pro-rata basis, i.e. for a Contracted Capacity of "A" MW, the respective demand for 1st time-block as per the table below shall be "A" MW for the PPA period.

For Any Contract Year			
Time Block (hh:mm)	Demand (MW)	Time Block (hh:mm)	Demand (MW)
00:00:00	200	05:00:00	500
00:15:00	200	05:15:00	500
00:30:00	200	05:30:00	500
00:45:00	200	05:45:00	500
01:00:00	200	06:00:00	500
01:15:00	200	06:15:00	500
01:30:00	200	06:30:00	500
01:45:00	200	06:45:00	500
02:00:00	200	07:00:00	500
02:15:00	200	07:15:00	500
02:30:00	200	07:30:00	500
02:45:00	200	07:45:00	500
03:00:00	200	08:00:00	500
03:15:00	200	08:15:00	500
03:30:00	200	08:30:00	500
03:45:00	200	08:45:00	500
04:00:00	200	09:00:00	500
04:15:00	200	09:15:00	500
04:30:00	200	09:30:00	500
04:45:00	200	09:45:00	500

10:00:00	500	17:00:00	500
10:15:00	500	17:15:00	500
10:30:00	500	17:30:00	500
10:45:00	500	17:45:00	500
11:00:00	300	18:00:00	500
11:15:00	300	18:15:00	500
11:30:00	300	18:30:00	500
11:45:00	300	18:45:00	500
12:00:00	200	19:00:00	500
12:15:00	200	19:15:00	500
12:30:00	200	19:30:00	500
12:45:00	200	19:45:00	500
13:00:00	200	20:00:00	200
13:15:00	200	20:15:00	200
13:30:00	200	20:30:00	200
13:45:00	200	20:45:00	200
14:00:00	300	21:00:00	200
14:15:00	300	21:15:00	200
14:30:00	300	21:30:00	200
14:45:00	300	21:45:00	200
15:00:00	400	22:00:00	300
15:15:00	400	22:15:00	300
15:30:00	400	22:30:00	300
15:45:00	400	22:45:00	300
16:00:00	500	23:00:00	300
16:15:00	500	23:15:00	300
16:30:00	500	23:30:00	300
16:45:00	500	23:45:00	300

SCHEDULE 4 : ILLUSTRATION FOR LIQUIDATED DAMAGES APPLICABLE AGAINST SHORTFALL IN DEMAND FULFILMENT RATIO (DFR)

[A] ILLUSTRATION FOR PENALTY APPLICABLE AGAINST SHORTFALL IN *OFF PEAK HOUR* DEMAND FULFILMENT RATIO (DFR)

For Any Typical Month (Off – Peak Hour)				
Day	**Time Block (hh:mm)**	Power Scheduled by the RPD during a Particular Day (A) , MW	Specified power as per demand profile (B), MW	DFR (C) = min (A/B, 1)#
01-April	00:00-00:15	100	200	0.500
01-April	00:15-00:30	100	200	0.500
01-April	00:30-00:45	100	200	0.500
01-April	00:45-01:00	125	200	0.625
01-April	01:00-01:15	125	200	0.625
01-April	01:15-01:30	150	200	0.750
...	...	...	...	...
08-April	12:00–12:15	125	200	0.625
08-April	12:15–12:30	125	200	0.625
08-April	12:30–12:45	150	200	0.750
08-April	12:45–13:00	100	200	0.500
08-April	13:00–13:15	100	200	0.500
08-April	13:10–13:30	100	200	0.500
...	...	...	...	...
16-April	14:00–14:15	250	300	0.8333
16-April	14:15–14:30	250	300	0.8333
16-April	14:30–14:45	250	300	0.8333
16-April	14:45–15:00	270	300	0.9000
16-April	15:00–15:15	340	400	0.8500
16-April	15:15–15:30	340	400	0.8500
..	...	...	...	...
30-April	22:30–22:45	250	300	0.8333
30-April	22:45–23:00	250	300	0.8333
30-April	23:00–23:15	210	300	0.7000
30-April	23:15–23:30	205	300	0.6833
30-April	23:30–23:45	205	300	0.6833
Mean DFR for all time-blocks for this month, $DFRa_{(off\ peak)}$ (Mean of Column C)				0.7876

#Values of DFRs will be considered up to 4 places of decimal for the purpose of calculation of penalties for shortfall in meeting the DFRs.

Total Off Peak Hour Demand (MUs) for the April month (as per the Annexure-B of the RfS) (D): = 252 MUs (total MUs)– 93 MUs (peak hour MUs) = 159 MUs

Min. DFR to be maintained as per the RfS (DFRmin) = 0.9 (as per RfS)

Actual monthly DFR ($DFRa_{(off\ peak)}$) as per above table = 0.7876

Penalty for shortfall in the DFR (in INR)

= D x (DFRmin – $DFRa_{(off\ peak)}$) x P x 1.5

{if $DFRa_{(off\ peak)}$ < DFRmin);

OR

= 0 {if $DFRa_{(off\ peak)}$ > DFRmin}

Assuming PPA Tariff of INR 5.30/kWh,

Penalty for shortfall for the Month = (159 x (0.8-0.7876)x5.30x1.5x1000000

= INR 1,56,74,220/-

[B] ILLUSTRATION FOR PENALTY APPLICABLE AGAINST SHORTFALL IN *PEAK HOUR* DEMAND FULFILMENT RATIO (DFR)

Morning Peak Hour : 07:00 Hrs to 10:00 Hrs
Evening Peak Hour : 16:00 Hrs to 20:00 Hrs

For Any Typical Month (Peak Hour)				
Day	Time Block (hh:mm)	Power Scheduled by the RPD during a Particular Day (A) , MW	Specified power as per demand profile (B), MW	DFR (C) = min (A/B, 1)#
01-June	07:00-07:15	410	500	0.8200
01-June	07:15-07:30	410	500	0.8200
01-June	07:30-07:45	410	500	0.8200
01-June	07:45-08:00	410	500	0.8200
01-June	08:00-08:15	410	500	0.8200
01-June	08:15-08:30	410	500	0.8200
...	...	...	...	...
08-June	18:00–18:15	420	500	0.8400
08-June	18:15–18:30	420	500	0.8400

08-June	18:30–18:45	420	500	0.8400
08-June	18:45–19:00	420	500	0.8400
08-June	19:00–19:15	420	500	0.8400
08-June	19:15–19:30	420	500	0.8400
...	...	...	...	...
16-June	09:00–09:15	475	500	0.9500
16-June	09:15–09:30	475	500	0.9500
16-June	09:30–09:45	475	500	0.9500
..	...	...	...	...
30-June	08:30–08:45	410	500	0.8200
30-June	08:45–09:00	410	500	0.8200
30-June	19:00–19:15	400	500	0.8000
30-June	19:15–19:30	375	500	0.7500
30-June	19:30–19:45	350	500	0.7000
Mean DFR for all time-blocks for this month, $DFRa_{(peak)}$ (Mean of Column C)				0.8389

#=Values of DFRs will be considered up to 4 places of decimal for the purpose of calculation of penalties for shortfall in meeting the DFRs.

Total Peak Demand (MUs) for the June month (as per the Annexure-B of the RfS) (D): 90 MUs

Min. DFR to be maintained as per the RfS (DFRmin) = 0.9 (as per RfS)

Actual monthly DFR ($DFRa_{(peak)}$) as per above table = 0.8389

Penalty for shortfall in the DFR (in INR)

$= D \times (DFRmin - DFRa_{(peak)}) \times P \times 1.5$

{if $DFRa_{(peak)} < DFRmin$};

OR

= 0 {if $DFRa_{(peak)} > DFRmin$}

Assuming PPA Tariff of INR 5.30/kWh,

Penalty for shortfall for the Month = (90 x (0.9-0.8389)x5.30x1.5x1000000

= INR 4,37,17,050/-

SCHEDULE 5 : PARAMETERS AND TECHNICAL LIMITS OF SUPPLY

1. Electrical Characteristics

Three phase alternating current

Nominal declared frequency :	50.0 Hz
Final Voltage at Delivery Point:	400/220/132/66 kV
Short circuit rating:	As a part of the detailed design process, the RPD shall calculate the short circuit rating (minimum and maximum), and supply this information to GUVNL.

Note: The tolerances & Electrical characteristics variations and Basic Insulation level will be as per relevant grid code and CEA standards.

2. Quality of Service

The RPD 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 RPD shall maintain the Power Factor as per the prevailing GERC/CERC regulations and as may be stipulated / specified by GETCO/CTU from time to time.

The RPD 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

b) Nominal voltage of ___ KV.

(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 Solar Power generated power at __ KV will be stepped up to ____ KV at the Project Site and connected __ KV at for the purpose of interconnection with the Grid System in accordance with SERC/CERC Regulations.

b) The Wind Power generated power at __ KV will be stepped up to ____ KV at the Project Site and connected __ KV at for the purpose of interconnection with the Grid System in accordance with SERC/CERC Regulations.

c) The _____ (any other RE generating components if any) RE Power generated power at __ KV will be stepped up to ____ KV at the Project Site and connected __ KV at for the purpose of interconnection with the Grid System in accordance with SERC/CERC Regulations.

d) The ESS Power generated power at __ KV will be stepped up to ____ KV at the Project Site and connected __ KV at for the purpose of interconnection with the Grid System in accordance with SERC/CERC Regulations.

SCHEDULE 6 : APPROVALS

1. Consent from the STU / CTU for the evacuation scheme for evacuation of the power generated by RPD.
2. Approval of the Electrical Inspectorate, respective state government or governing authority for commissioning of the transmission line and the renewable project installed at the Project Site.
3. Certificate of Commissioning of the Renewable Power Projects issued by GEDA or Representatives / Agency authorized by GUVNL.
4. Permission from all other statutory and non-statutory bodies required for the Renewable Power Project.
5. In case of Projects being set up in the States of Gujarat & Rajasthan, the RPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
6. Clearance from Department of Forest, Ecology, Defense and Environment or any other Government Department, if required.
7. Certificate by the concerned and competent revenue / registration authority for acquisition / ownership / right to use / vesting of land in the name of Hybrid Project Developer.
8. Approval for Water from the concerned authority (if applicable) required for the Project.
9. Clearance from Airport Authority of India, if required.
10. Any other clearances as may be legally or statutorily required.

SCHEDULE 7 : PROJECT DETAILS

CONTRACTED CAPACITY (MW)	RE Component (Solar PV, Wind, ESS, any other RE source) with installed capacity	LOCATION DETAILS (Village, Tehsil, District, State)	CUF%	IsTS / GETCO Inter Connection SS	Project Coordinates X/Y
	Solar PV component: ___MWAC				
	Wind power component: ____MW				
	Other RE power generating component: _____ MWAC				
	ESS component: ____MW / ____MWh				

Note:

(i) If the RPD chooses to declare the location / sub-station details upfront at the time of signing of PPA, the RPD may be allowed to change the location(s), interconnection point(s) or configuration as on 12 months after the Effective Date of PPA.

(ii) The RPD shall be solely responsible for getting the connectivity of their project on or before SCSD.

Annexure A

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION, GANDHINAGAR

Filing No:

Petition No: 2098 of 2022

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 of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems and for approval of bid documents

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

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

MOST RESPECTFULLY SHOWETH:

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

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

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

4) The activities of Generation, Transmission, Distribution, Bulk power purchase and supply undertaken by erstwhile Gujarat Electricity Board has been entrusted to

separate seven functional entities. The generation activity is assigned to Gujarat State Electricity Corporation Ltd. (GSECL), the transmission activity is assigned to Gujarat Energy Transmission Corporation Ltd. (GETCO) and the distribution activity is assigned to four Distribution companies viz. Uttar Gujarat Vij Company Ltd. (UGVCL), Madhya Gujarat Vij Company Ltd. (MGVCL), Dakshin Gujarat Vij Company Ltd. (DGVCL) and Paschim Gujarat Vij Company Ltd. (PGVCL). Further, the function of Bulk purchase and Bulk sale of power is assigned to the Petitioner - Gujarat Urja Vikas Nigam Ltd. (GUVNL) as per the re-organization scheme.

5) The Distribution Companies are mandated to procure power from Renewable Energy Sources as per the provisions of section 86(1)(e) of the Electricity Act, 2003 and in terms of Gujarat Electricity Regulatory Commission (Procurement of Energy from Renewable Energy Sources) Regulations, 2010 as amended from time to time.

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

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

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

> *Clause (b) – "regulate electricity purchase and procurement process of distribution licensees including the price at which electricity shall be procured 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

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transparent process of Competitive Bidding. Section 63 of the Electricity Act 2003 provides as under:

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

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

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

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

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

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

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

13) The above Guidelines (as amended) provide following 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*

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Power Sale Agreement], notified by the Central Government, except as provided in sub clause (c) below.

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

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

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

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

ii. **Clause 5 of the Wind Guidelines dated 08.12.2017:**

5. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS
The Procurer shall meet the following conditions:
5.1. Bid Documentation:
a) Prepare the bid documents in accordance with these Guidelines and Standard Bidding Documents (SBDs) [consisting of Model Request for Selection (RfS) Document, Model PPA and Model PSA] notified by the Central Government, except as provided in sub clause (c) below.

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

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

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

iii. **Clause 6 of the Wind Solar Hybrid Guidelines dated 14.10.2020:**

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

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

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

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

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

16A) Subsequent to the above, the Government of India has issued on 09.06.2023, the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems. A copy of the Guidelines dated 09.06.2023 is attached hereto and marked as **Annexure I**. The Guidelines now provide for approval of deviations by Government under Clause 3.1.1 and Appropriate Commission under clause 17 as under:

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"3. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

3.1. Conditions to be met by the Procurer

The Procurer shall meet the following conditions:

3.1.1. Bid Documentation

(a). Prepare the bid documents in accordance with these Guidelines.

(b). Seek approval of the Government 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 17 of these Guidelines.

However, 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."

Further, Clause 17 of the FDRE guidelines Dtd.09.06.2023 states that

"17. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

The objective of these Guidelines is to bring standardization & uniformity in processes so that there is fairness & transparency in procurement. As such, these Guidelines need to be strictly followed in the bidding process and no bid, under section 63 of the Electricity Act, for procurement of Firm and Dispatchable RE power from grid-connected Renewable Energy (RE) power projects, with Energy Storage System shall be issued in contravention to these Guidelines. However, in case it becomes imperative for the Procurer to deviate from these Guidelines and/or the SBDs, the same shall be subject to approval by the Appropriate Commission before the initiation of bidding process itself. The Appropriate Commission shall approve or require modification to the bid documents within a reasonable time not exceeding 60 (sixty) days of filing such petition."

(Emphasis Supplied)

16B) In terms of amendments made to other Guidelines wherein both Clause 3.1.1 and 17 provides for approval of Government, it appears that the intent is for approval by Government. However by way of abundant caution, GUVNL is seeking approval of both Government of Gujarat and Hon'ble Commission.

16C) It is stated that in view of the Guidelines dated 09.06.2023 being issued, GUVNL had after consideration of Guidelines, prepared the Bid documents afresh in line with the Guidelines and to the extent that the GUVNL sought to deviate, GUVNL sought the approval of appropriate government i.e. Government of Gujarat for deviations from Guidelines vide letter no. GUVNL/GM (RE)/FDRE/1457 Dtd.04.11.2023 – seeking approval for the deviations in the clauses for the Change-in-Law, Force Majeure, issue of LOI after evaluation of Financial bids and conclusion of E-reverse auction, Maximum bid capacity allocation to the successful bidder, Procurement of power in excess of contracted capacity, Delay in

commencement of power supply delay in transmission system, definition of delivery point, role of state nodal agency. A copy of the Letter dated 04.11.2023 by GUVNL seeking approval of deviations from the Guidelines is attached hereto and marked as **Annexure II**.

16D) The Government of Gujarat vide letter No. EPCD/0140/11/2023 Dt: 16.11.2023 has conveyed the approval in regard to the GUVNL Letter dated 04.11.2023 as under:

> *"With reference to the above cited subject, your proposal for seeking approval of the Government for deviations from the new guideline dated 09/06/2023 issued by the Ministry of Power (MoP) for tariff based competitive bidding process for long term procurement of Firm and Dispatchable Power from grid connected Renewable Energy Power Projects with Energy Storage Systems, has been reviewed at Government level. In accordance with your proposal, approval has been granted within the scope of the above guidelines of MoP.*

A copy of the Letter dated 16.11.2023 by Government of Gujarat granting approval is attached hereto and marked as **Annexure III**.

17) It is submitted that the Bid Documents have been prepared considering the Guidelines as well as deviations earlier approved by this Hon'ble Commission vide orders dated 15.03.2018 in Petition No. 1706 of 2018, 1848 of 2019 & order dated 19.05.2022 in Petition No. 2069 OF 2022 in case of solar projects and vide order dated 15.03.2018 in Petition No. 1709 of 2018 in case of Wind projects and further deviations considered appropriate by GUVNL. In the present tender, the Change in Law clause of all three RE sources i.e. Wind or Solar or Wind-Solar Hybrid are proposed to be kept uniform."

18) 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, the Petitioner is seeking approval for the following deviations / modifications as detailed below for which the approval of the Government of Gujarat has already been obtained:

I) **FORCE MAJEURE CLAUSE**.

Guidelines:

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provide for Force Majeure provisions as under:

7.4.1. The PPA shall contain provisions with regard to Force Majeure definitions, exclusions, applicability and available relief on account of force majeure as per the Industry Standards. The Generator shall intimate the procurer about the occurrence of force majeure within 15(fifteen)days of the start of the force majeure and the procurer shall respond on his claim within 15days of the receipt of the intimation.

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Force Majeure clause proposed by Petitioner

"**ARTICLE: FORCE MAJEURE**

11.1 "Force Majeure Events

a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the RPD 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 CTU/GETCO/ DISCOMs;

x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

xi) 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 SCSD 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 SCSD of the project and it is established that;

(c) The RPD has complied with the complete application formalities as per the connectivity procedure(s) and in this regard as notified by the CERC / GERC / CTU / STU and;

(d) The delay in grant of connectivity / LTA by CTU / STU and / or delay in readiness of the ISTS / InSTS sub-station at the delivery point,

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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 15 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.

11.2 Available Relief for a Force Majeure Event:

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

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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."

Justification for the deviation:-

"The clause 7.4 of new Guidelines provides generally for the provisions to be included and requires detailing of specific. A broad or general provision may lead to litigations with the Developers. Further it is submitted that the reference is made to Industry Standards which can be ambiguous and therefore GUVNL has proposed a specific clause.

Force majeure as proposed by GUVNL provides better clarity and specification with regard to force majeure events to avoid future litigations. The above clause is similar to the clauses as per other tenders of GUVNL.

Therefore, it is proposed to keep the clause as per present tenders of GUVNL which clearly specifies the events of force Majeure and offers better clarity.

Proposed change in Force Majeure' is already approved by the Hon'ble Commission for Solar tenders in Petition no. 1848/2019 vide Order dated 13.01.2020.

II) **CHANGE-IN-LAW.**

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provide for Change-in-law provisions as under.

7.7. CHANGE IN LAW/ REGULATION

The provisions for Change in Law shall be in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by Ministry of Power vide notification dated 22nd October 2021 including amendments and clarification thereof issued from time to time.

Change-In-law clause proposed by Petitioner

ARTICLE 12: CHANGE IN LAW

12.1 Definition

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

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

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b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty and/or custom dutyand or Goods and Services Tax including surcharge thereon which have direct effect on the Project cost.

12.2 Relief for Change in Law

12.2.1 In case Change in Law on account of 12.1.1 (a) above results in the RPD'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 RPD shall be appropriately increased or decreased with due approval of GERC.

12.2.2 In case of Change in Law on account of 12.1.1 (b) above, theRPD shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of INR 2.0 Lakh per MW in the Project Cost incurred upto the Scheduled Commencement of Supply Date (SCSD) upon submission of proof of payment made by the RPD towards safeguard duty and/or anti-dumping duty and/or custom duty and or Goods and Services Tax to the concerned Authority and with due approval of GERC. Change in law shall be limited to the installed capacity required for the supply of contracted power.

12.2.3 The RPD / GUVNL or the RPD, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

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

Justification for the deviation:-

The new Guidelines have referred to the Rules. The said Rules only provide for definition "unless otherwise defined in the agreement". Therefore it is upto the parties to define the Change in Law. In this context, it is stated that Change in Law clause under the new Guidelines may be used as a tool for seeking frequent tariff revision and result into litigations / Petitions. Further, it may create uncertainty in tariff to DISCOMs and/or end consumers as the scope of change in law is too wide which may create ambiguity to figure out the implications related thereto.

GUVNL has therefore modified the Change in Law clause in the earlier wind and solar tenders invited by GUVNL specifying instances of Change in Law resulting into additional 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 to be pass through. Further in subsequent bids GUVNL has incorporated specific taxes and duties in the Change in Law clause during construction period and provided relief as per a formula for the same. Such limited Change In law clauses have already been approved by Hon'ble Commission for Solar tenders in Petition no. 1706/2018 and 2069/2022 vide Order dated 15.03.2018 and 19.05.2022 respectively.

Any other post-bidding increase in costs should be risk factored by the Developer and the same shall not be allowed as pass-through as it may unnecessarily increase the uncertainty and burden on end consumers at large.

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Further as per the guidelines the bidder/developer shall have either set up storage capacity itself; or tie up with energy storage system developers to meet the project parameters for 'firmness and dispatchability', and submit a single bid for the same, in a particular tender. As this tie-up may change by developer which can cause further litigations for change in Law. Hence, above deviations have been considered.

III) BID STRUCTURE

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provides Bid Structure provisions as detailed below.

> *"6. BID STRUCTURE*
> *6.3. A maximum of 50 percent of bid capacity can be allocated to a single bidder in a tender."*

Bid-structure clause proposed by Petitioner

"Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be eligible to bid upto 100% bid capacity of the RfS."

Justification for the deviation:-

This condition may result in sub-optimal rate discovery. Further, if any bidder offers a better rate for the entire quantum, there is no reason to give some capacity to the L2 party. In view of above, the deviation in above clause is proposed.

IV) POWER PROCUREMENT

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provides power procurement provisions as under.

"7.2. Power Procurement

....

(c). In order to allow optimization of operation of RE, the Generator is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The Generator may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer."

Power-Procurement clause proposed by Petitioner

"The RPD is allowed to supply power in excess of the Contracted Capacity to any third party or power exchange, subject to No Objection from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL as per PPA. GUVNL may purchase such part/full excess power at PPA tariff. In case GUVNL does not agree to purchase such excess energy, the RPD will be free to sell such energy to a third party or power exchange. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the

RPD, beyond which it would be considered as deemed refusal."

Justification for the deviation:-

The Guideline does not mandate any maximum DC capacity for the contracted AC capacity and also provides any requirement of CUF fulfilment criteria will be on annual basis. As generator may get higher tariff during the peak period of power demand, generator may sell power to third party or power exchange. To avoid such instances, it is proposed for deviation to add "first right of refusal to be vested with GUVNL."

V) INDICATIVE TIMETABLE FOR BID PROCESS:

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provides Bid Process provisions as under.

"10. INDICATIVE TIMETABLE FOR BID PROCESS

10.1. In the bidding process, a minimum period of 22 (twenty-two) days shall be allowed between the issuance of RfS document and the last date of bid submission. The indicative timetable for the bidding process is indicated below:

Sl. No.	*Event*	*Elapsed Time from Zero date*
1	*Date of issue of Request for Selection (RfS) document, Project specific draft Power Purchase Agreements and other draft Project Agreements, and the Power Sale Agreement (PSA), if applicable*	*Zero date*
..	.....	.....
6	*Issuance of Letter of Award (LoA)*	*110 days*

11. CONTRACT AWARD AND CONCLUSION

11.5. Subsequent to the distribution licensee or Intermediary Procurer, as the case may be, approaching the Appropriate Commission for adoption of tariffs under Section 63 of the Act, in case, the Appropriate Commission does not decide upon the same within sixty days of such submission or within 120 (one hundred and twenty) days from the date of Power Sale Agreement (PSA), whichever is more, the Procurer(s) shall grant appropriate extension of time in SCSD to the generators, corresponding to the delay [beyond 60 (sixty) days of submission or 120 (one hundred and twenty) days of PSA whichever is more] in adoption/ approval by the Appropriate Commission, till the date of adoption/ approval by the Appropriate Commission."

INDICATIVE TIMETABLE FOR BID PROCESS clause proposed by Petitioner

"At the end of selection process, Letters of Intent (LOIs) will be issued to the Successful Bidders discovered through e-RA. The LOIs shall be awarded for the Contracted Capacity as quoted by the respective successful bidder, or the partial Contracted Capacity, as the case may be. In case of a Consortium being selected as the successful Bidder, the LOI will be issued to the Lead Member of the Consortium."

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***Justification for the deviation*:-**

The event of signing of PPA is always subject to adoption of tariff by commission. In the event of non-adoption of tariff, after the issuance of LOA, it may give rise to a litigation in future. Therefore, it is proposed to continue with the clause as per current tenders regarding issuance of Letter of Intent (LOI) to the Successful Bidder and PPA is to be signed after the adoption of tariff by the Commission.

Therefore GUVNL may continue with the present clause regarding issuance of Letter of Intent (LOI) as per current tenders.

VI) TARIFF

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems provides tariff provisions as detailed below.

"5. TARIFF

5.1. A single tariff for supply of firm and dispatchable RE power shall be quoted by the bidders (the "Tariff").

5.2. The Tariff shall be quoted at the Delivery Point which shall be at the CTU interconnection point. All charges and losses till the delivery point shall be borne by the Generator."

Tariff clause proposed by Petitioner

"Delivery Point in respect of for park and non-park based projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU at which the project is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of for park and non-park based projects connected with Inter State Transmission Network shall be the point or points of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO."

***Justification for the deviation*:-** As per prevailing practice for GUVNL tenders, the delivery point will be at STU (i.e. GETCO) periphery.

As guidelines have provisions for multiple sources and/or locations, developers may have project capacity within a state or at multiple location outside the state.

It is proposed to take deviation from guideline as multiple project locations can have CTU/STU injection point at various locations. However, GUVNL has specified

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that delivery point shall be at GETCO periphery for both park and non-park project developers to get the power delivered at grid system of GETCO. All charges and losses upto the delivery point of GETCO shall be borne by the Developers.

VII) **ROLE OF STATE NODAL AGENCY**

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems has not specified the role of the Nodal Agency

Role of Nodal Agency clause proposed by Petitioner

"Commercial Operation Date" with respect to the Project shall be the date certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat.

Justification for the further Elaboration:-

It is proposed that, GUVNL shall specify in the tender documents that "Commercial Operation Date" with respect to the Project shall be the date certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat.

In the existing RE tenders of GUVNL, GEDA is specified as State nodal agency for RE projects and role of GEDA is to provide necessary support to facilitate the required approvals and sanctions so as to achieve commissioning of the Projects located in the Gujarat.

VIII) **DELAY IN COMMENCEMENT OF POWER SUPPLY ON ACCOUNT OF DELAY IN TRANSMISSION SYSTEM**

Guidelines

The guidelines issued by Central Government for of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems has not specified the clauses for Delay in Commencement of power supply on Account of Delay in Transmission system.

Delay in Commencement of power supply on Account of Delay in Transmission system clause proposed by Petitioner

"The responsibility of obtaining connectivity under General Network Access (GNA) up to the injection point shall be of the RPD for sale of power the GUVNL. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU/STU and/or there is a delay in readiness of the ISTS/STU substation at Injection point(s) [for non co-located projects], including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network until SCSD of the Project, and it is established that:

i. The RPD has complied with the complete application formalities for connectivity at STU/CTU and as per the Detailed Procedure as issued by the CTU/STU,

ii. The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and

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iii. The delay in grant of connectivity/GNA by the CTU/STU and/or delay in readiness of the ISTS/STU substation at the Injection Point(s), including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD;

The above shall be treated as delays beyond the control of the RPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Injection Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by GUVNL.

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the RPD, GUVNL may extend the SCSD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the RPD, extension requests under this clause shall be dealt by GUVNL on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Clause, the phrase "change in Project location" or its similar connotations , shall refer solely to change in Injection Point(s) of the Project.

Further, in case of delay in commencement of power supply on account of reasons solely attributable to the RPD, resulting in any liquidated damages/penalty levied on the GUVNL including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the RPD."

Justification for the further Elaboration:-

As establishment of new transmission network is not under the direct control of RPD, there are chances that project is ready for commissioning But, evacuation facility is not ready on account of CTU/STU/other delays for which RPD is not directly responsible. Hence, it is proposed for deviation to add the clause "Delay in Commencement of power supply on Account of Delay in Transmission system" to avoid the litigations / Petitions for the project timelines.

IX) ARRANGEMENTS RELATED TO COMMENCEMENT OF SUPPLY

Guidelines:

The Guideline under clause no.3.2 provides as under:

"3.2. Arrangements related to Commencement of Supply

The RfS may specify additional milestones for the project with respect to land acquisition, connectivity etc.as well as regular reporting requirements by the Generator and shall specify penalties with respect to noncompliance with such milestones/requirements. Obtaining all clearances, permits, licenses including arrangement of land and connectivity to the Grid and access (if applicable) prior to scheduled date of commencement of supply of power shall be the responsibility of the Generator and the Procurer shall not be responsible in case of delay in obtaining such clearances, permits, licenses etc."

Proposed by Petitioner

In order to have proper monitoring of the project milestones it is proposed to add the following clause in performance monitoring. Arrangements related to Commencement of Supply.

RPD shall submit quarterly project report in the month of February, May, August and November showing specific status of the following milestones for performance monitoring of the Projects from the date of issuance of LoI:

a. Application of registration of project with GEDA in case project is to be set up in the Gujarat and Representatives / Agency authorized by GUVNL in case of project is to be set up outside of Gujarat.

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b. Connectivity application
c. Financial Closure
d. Award of EPC contract
e. Solar PV Module Supply Agreement
f. WTG Supply agreement
g. Land acquisition
h. Civil work status
i. Erection work status
j. Commissioning

In addition to above, selected bidders shall achieve 'Financial Closure' and 'Land acquisition' as under:

Financial closure: "Financial Closure" shall mean arrangement of necessary funds by the Power Producer either by way of commitment of funds by the Company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance. At this stage, Power Producer shall ensure submission of documents / certificates evidencing the tie up of project cost through internal resources and /or through external Financing Agency and Implementation and Service Agreement executed with SPPD. The Power Producer shall obtain financial closure within twelve (12) months from date of execution of PPA for Non-Park & Park based tenders. 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 plus GST (As Applicable). 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).

Land Acquisition: "Land Acquisition" shall mean acquisition of required land to establish Solar PV Project by the Power Producer either by way of purchase of land or through lease/rent of the land. At this stage, Power Producer shall ensure submission of notarized copy of sale deed or / and lease / rent agreement evidencing the acquisition of land. The Power Producer shall acquire land for the project within eighteen (18) months from date of execution of PPA for Non-Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Land Acquisition date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents. An extension for the acquisition of land 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 plus GST(As Applicable). 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 Land Acquisition @ SBI MCLR (1Year).

GUVNL shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance documents. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the RPD.

This extensions granted for "Financial Closure" and "Land Acquisition" milestones on payment of extension charges will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCSD on pro-rata

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basis, based on the Project Capacity commissioned on SCSD. 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.

18A) GUVNL has prepared the revised Draft Bidding Documents (Request for Selection and Power Purchase Agreement) based on the New Guidelines dated 09.06.2023 along with the detailing provisions as well as deviations which are now approved by the Government of Gujarat. Copies of the Draft Bidding Documents being Draft Request for Selection and Draft Power Purchase Agreement are attached hereto and marked as **Annexure IV** and **Annexure V** respectively.

18B The salient features of the bidding process to be conducted for procurement of power from the said Firm and Dispatchable RE power are as under:

a) Under this RfS, the RE Power Developer (RPD) shall set up STU or CTU Sub-station connected RE Power Project(s) Anywhere in India, including the dedicated transmission network up to the Interconnection/ Injection Point(s), with the primary objective of supplying RE power to GUVNL, at its own cost and as per the provisions of the RfS and PPA.

b) RE Project" or "Project" or "Plant"- shall mean the renewable energy generation facility of Capacity of .....[Insert capacity as per the committed Installed Capacity, separately for Wind, Solar PV, any other renewable energy generating source and ESS components] MW, located at [Insert names of Village(s), Tehsil(s), District(s) and State(s)] comprising RE power generating systems or a combination thereof, for supply of RE power, including ESS, if any (which may be leased/tied-up from a third-party), having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering,

The Project 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 as per this Agreement.

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It may be noted that the sources of generation and ESS, may be co- located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power. In case the ESS component is located separately from the RE power generating components of a Project, the charges for charging the ESS will be borne by the RPD under GNA regulations and other orders issued by MoP/CERC in this regard.

It is clarified that arithmetic summation of the rated capacities of Wind, Solar PV and other renewable power generating components of the Project can be more than the Contracted capacity.

c) Energy Storage Systems (ESS) shall mandatorily constitute part of the Project. For avoidance of any doubt, it is hereby clarified that ESS may be constituted as part of the Project or may be tied-up separately with a third party by the RPD, for supply of power. The ESS technology can be changed by the RPD at any time during the Term of the PPA. Any change in the ESS component during the term of the PPA shall be at risk and cost of the RPD and also under intimation to GUVNL.

d) The RE component sizing should be suited to meet 100% FDRE power supply requirement of GUVNL, in a "demand-following" manner. For each Project, the Project configuration, i.e. the Installed Capacity proposed, will be submitted by the Bidder at the time of bid submission, and it shall remain unchanged until the issuance of LOI. The above configuration can be changed subsequent to issuance of LOIs until the date as on 12 months prior to Scheduled Commencement of Supply Date (SCSD) of the Project. Also, any change in project location(s)/ Injection point(s) is/are allowed upto 12 months prior to SCSD of the Project.

e) A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of cumulative Contracted Capacity of 50 MW and a maximum quantum of 100% bid capacity of RfS in the prescribed formats. The cumulative Contracted Capacity shall be quoted in multiple of 50 MW only.

f) If the Bidders opt for connecting its power station and facilities to an Inter State Transmission System, the Delivery Point for the purposes of this would be binding as per the PPA to be executed with the selected bidder and shall be at the point or points of connection at which Electricity is delivered into the

Grid System of the GETCO. GUVNL shall not bear interstate transmission charges and losses for the energy procured during the term of the PPA.

g) In case the ESS component is located separately from the RE generating components of a Project, the charges for charging the ESS, as applicable under GNA regulations and other orders issued by MoP/CERC will be borne by the RPD.

h) The RE (including Energy Storage System (ESS) component charged with RE sources) bought under this RfS shall be eligible for RPO compliance. The apportionment of RPO between the different RE components shall be on the lines of the principle adopted in case of hybrid plants.

i) The RPD is allowed to supply power in excess of the Contracted Capacity to any third party or power exchange, subject to No Objection Certificate from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL. GUVNL may purchase such part/full excess power at PPA tariff. The RPD shall inform at least 30 days in advance of such excess generation to GUVNL, to enable GUVNL take necessary actions for sale / consumption of this excess generated energy. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal.

j) Part commencement of supply of power from the Project shall be accepted by GUVNL subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of liquidated damages in terms of the PPA on the part which has not yet commenced supply of power.

k) The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 24 months from the Effective Date of the PPA. The maximum time period allowed for commencement of power supply from the full Project Capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD (if applicable).

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l) In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the RPD, GUVNL may extend the SCSD after examining the issue on a case-to-case basis.

m) RPD shall be eligible for generation compensations for off take constraints due to Grid Unavailability and in case of reduced offtake as per the provisions of guidelines.

n) Early commencement of power supply will be allowed solely at the risk and cost of the RPD, and first right of refusal for offtake of such power will be vested with the GUVNL. In case GUVNL agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff.

o) In case of multiple Project components, and if one or more such component (wind, solar PV or any other RE source) is/are ready for injection of power into the grid, but the remaining component(s) is/are unable to commence supply of power, the RPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with GUVNL. In case GUVNL decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 50% of the PPA Tariff.

18C) Further, it is to submit that the definition of the term *'firm and dispatchable power' denotes, the power profile configuration that is defined in the RfS that is sought to be met by RE power sources and will include configurations like assured peak power, Round the Clock RE with firm delivery of power at rated capacity at any hour of the day as per demand or load following power delivery as specified by DISCOM, RE projects with firm delivery of power for fixed hours of requirement by DISCOMs etc.".*

Accordingly the terms & conditions in bidding documents (RfS & PPA issued for tenders) for procurement of power from firm and dispatchable power depending upon the configuration of power profile defined in respective RfS will vary in line with power requirements of GUVNL.

It is submitted once approved, all future tenders of GUVNL for 'Firm & Dispatchable power' configuration will incorporate these approved clauses for deviations from the guidelines issued by Ministry of Power vide Notifications Dtd.09.06.2023 subject to any further deviations for which approval would be sought as per the Guidelines.

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19) The Petitioner has filed the present petition for approval of deviations from the guidelines issued by Central Government for procurement of firm and dispatchable power from Grid Connected Renewable Energy Power Projects with Energy Storage System in accordance with the provisions of the respective guidelines and for approval of bidding documents. The approval of the Government of Gujarat to the above deviations has already been obtained.

20) It is respectfully submitted that the Draft Bidding Documents with deviations as approved by the Government of Gujarat is being placed before the Hon'ble Commission for intimation and approval to the Draft Bidding Documents and allow the Petitioner to initiate the process of inviting tenders from time to time for procurement of power from RE sources with mandatory installation of ESS. It may also be considered that the said deviations may be approved for any future tenders also,

21) **PRAYER:**

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

a) To admit the present Petition;

b) To approve the deviations from the Guidelines dated 09.06.2023 issued by Central Government for procurement of power from Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems including modifications, as proposed by Petitioner as per details stated at para 18 of the present petition for the present and future bids including for defining of the power profile configuration as per the requirements at the time of the bid/tender;

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

d) To allow Petitioner to issue a fresh tender with the proposed deviations & provisions, 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;

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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:05.02.2024
PLACE: VADODARA

GUJARAT URJA VIKAS NIGAM LIMITED 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: 05.02.2024
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 of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems and for approval of bid documents

PETITIONER

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

SR. No. 2025
Date: 05/02/2024

AFFIDAVIT

I, Ravirajsinh Chudasama son of Bhavtubha Chudasama, aged about 36 years resident of Vadodara do hereby solemnly affirm and state as under:

1. I am 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 Petition and say that the contents stated therein are based on the records of Petitioner maintained in normal course of business.

DEPONENT

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.

DEPONENT

DATED: 05.02.2024
PLACE: VADODARA

Solemnly Affirmed/Declared
Sworn Before me by R.S. Chudasama 435

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

MY Commission Expires
On 04/ 07/2028

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

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-10062023-246451
CG-DL-E-10062023-246451

असाधारण
EXTRAORDINARY

भाग I—खण्ड 1
PART I—Section 1

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 142] नई दिल्ली, शुक्रवार, जून 9, 2023/ज्येष्ठ 19, 1945
No. 142] NEW DELHI, FRIDAY, JUNE 9, 2023/JYAISHTHA 19, 1945

विद्युत मंत्रालय

संकल्प

नई दिल्ली, 9 जून, 2023

ऊर्जा भंडारण प्रणालियों सहित ग्रिड संबद्ध नवीकरणीय ऊर्जा विद्युत परियोजनाओं से स्थिर तथा प्रेषणयोग्य विद्युत की खरीद हेतु टैरिफ आधारित प्रतिस्पर्धी बोली प्रक्रिया के लिए दिशानिर्देश।

सं. 23/03/2023-आरएंडआर.—

1. प्रस्तावना

1.1 पृष्ठभूमि

1.1.1 ग्रिड संबद्ध सौर विद्युत के विकास की सुविधा प्रदान करने के लिए, राष्ट्रीय सौर मिशन के प्रथम चरण में "बंडलिंग" की एक स्कीम का प्रावधान था, जिसमें कि, उस समय की अपेक्षाकृत महंगी सौर विद्युत को एनटीपीसी के कोयला-आधारित केन्द्रों द्वारा भारत सरकार (विद्युत मंत्रालय) के अनाबंटित कोटा से उत्पादित सस्ती तापीय विद्युत के साथ शामिल (बंडल्ड) किया गया था।

1.1.2 भारत सरकार के हस्तक्षेप से, सौर पार्कों के माध्यम से भूमि तथा निकासी की अग्रिम व्यवस्था, हरित ऊर्जा कॉरिडोरों, जोखिम वितरण और मुआवजों के लिए व्यापक व्यवस्था के साथ 25 वर्षों के लिए एक सुरक्षित और मानकीकृत विद्युत क्रय करार (पीपीए), भुगतान सुरक्षा इत्यादि के रूप में उपायों द्वारा सौर और पवन विद्युत से जुड़े जोखिमों को कम किया गया है।

1.1.3 नवीकरणीय ऊर्जा (आरई) क्षेत्र में इस प्रकार से जोखिम को कम करने के साथ-साथ प्रौद्योगिकियों के उन्नयन और बड़े पैमाने पर किफायतता से सौर और पवन विद्युत क्षेत्र में टैरिफ को कम किया गया है जिसके कारण देश में सौर और पवन क्षमता की स्थापना में तेजी आई है।

1.1.4 तथापि, नवीकरणीय ऊर्जा की अनिरंतर और परिवर्तनशील प्रकृति होने और पारेषण प्रणाली के कम क्षमता उपयोग होने की समस्या का समाधान किए जाने की जरूरत है। यह समस्या बड़े पैमाने पर नवीकरणीय क्षमता जोड़े जाने से और बढ़ेगी। अनिश्चित प्रकृति की विद्युत का प्रबंधन करने के लिए, विद्युत वितरण कंपनियाँ (डिस्कॉम्स) बैलेंसिंग पावर खरीद रही हैं ताकि ग्रिड स्थिरता प्रदान की जा सके और नवीकरणीय ऊर्जा (आरई) की अनुपलब्धता के समय/अवधि के दौरान आवश्यकताओं की पूर्ति की जा सके।

1.1.5 नवीकरणीय ऊर्जा क्षेत्र में विकास,'हरित विद्युत' की मांग में वृद्धि तथा देश के लिए 'वास्तविक' ऊर्जा आत्मनिर्भरता की प्राप्ति का विजन होने से वितरण कंपनियों (डिस्कॉमों) को चौबीसों घंटे/मांग आधारित नवीकरणीय विद्युत की आपूर्ति आवश्यक होती है। ऐसी विद्युत में स्थिरता के साथ-साथ प्रेषणयोग्यता के तत्व होंगे। इसका उद्देश्य मांग के आधार पर ऑफटेक संबंधी आवश्यकताओं की पूर्ति पूर्णत: आरई स्रोतों से करना है।

1.1.6 विद्युत अधिनियम 2003 की धारा 61 और 62 के अंतर्गत, उपयुक्त आयोग द्वारा टैरिफ विनियमन और उत्पादन, पारेषण, व्हीलिंग और विद्युत की खुदरा बिक्री के लिए टैरिफ के निर्धारण का प्रावधान है। इसके अलावा, अधिनियम की धारा 63 के अंतर्गत प्रावधान है कि:-

"धारा 62 में निहित किसी बात के होते हुए भी, यदि केन्द्रीय सरकार द्वारा, जारी दिशानिर्देशों के अनुसार पारदर्शी बोली प्रक्रिया के माध्यम से टैरिफ निर्धारित किया गया है तो उपयुक्त आयोग ऐसे टैरिफ को अपनाएगा।"

1.1.7 भारत में विद्युत उद्योग में प्रतिस्पर्धा को बढ़ावा देना, विद्युत अधिनियम, 2003 (**'अधिनियम'**) के प्रमुख उद्देश्यों में शामिल है। विद्युत क्रय लागत वितरण लाइसेंसधारकों के लिए सबसे बड़ी लागत घटक होती है। वितरण लाइसेंसधारकों द्वारा विद्युत की प्रतिस्पर्धात्मक खरीद किए जाने से विद्युत की खरीद की समग्र लागत कम होने की संभावना है और इससे विद्युत बाजारों में विकास हो सकेगा। अंतर्राष्ट्रीय तौर पर, खुदरा विद्युत बाजारों में प्रतिस्पर्धा होने से विद्युत की कीमतों में कमी आई है और इससे उपभोक्ताओं को काफी लाभ हुआ है।

1.1.8 ये दिशानिर्देश डिस्कॉमों द्वारा टैरिफ आधारित प्रतिस्पर्धी बोली के माध्यम से ऊर्जा भंडारण के साथ, ग्रिड संबद्ध नवीकरणीय ऊर्जा (आरई) विद्युत परियोजनों से डिस्कॉमों द्वारा स्थिर तथा प्रेषणयोग्य आरई विद्युत की खरीद को समर्थ बनाने के लिए अधिनियम की धारा 63 के अंतर्गत जारी किए जा रहे हैं। स्थिर तथा प्रेषणयोग्य आरई विद्युत का तात्पर्य आरएफएस/बोली दस्तावेजों में निर्दिष्ट मांग प्रोफाइल के अनुसार विद्युत की आपूर्ति करना है।

1.2 उद्देश्य

1.2.1 इन दिशानिर्देशों के विशिष्ट उद्देश्य इस प्रकार हैं:-

(क) नवीकरणीय ऊर्जा स्रोतों से डिस्कॉमों को स्थिर तथा प्रेषणयोग्य विद्युत उपलब्ध कराना।

(ख) नवीकरणीय क्षमता में वृद्धि करने और डिस्कॉमों के नवीकरणीय क्रय दायित्व (आरपीओ)/भंडारण विद्युत दायित्व (एसपीओ) की आवश्यकता को पूरा करने के लिए सुविधा प्रदान करना।

(ग) विभिन्न हितधारकों के बीच उपयुक्त जोखिम हिस्सेदारी के साथ खुली प्रतिस्पर्धी बोली प्रक्रिया के आधार पर एक पारदर्शी, निष्पक्ष, मानकीकृत खरीद फ्रेमवर्क प्रदान करना ताकि उपभोक्ता के हित में प्रतिस्पर्धी कीमतों पर विद्युत की खरीद हो सके, परियोजनाओं की बैंक ग्राह्यता में सुधार हो सके और निवेशकों के लिए उचित प्रतिफल सुनिश्चित हो सके; तथा

(घ) क्षेत्र को जोखिम रहित बनाने के लिए एक और उपाय के रूप में, विद्युत की अंतर-राज्यीय/अंत:-राज्यीय, दीर्घावधिक, बिक्री – खरीद के लिए फ्रेमवर्क प्रदान करना: ।

2. दिशानिर्देशों का कार्यक्षेत्र

2.1 दिशानिर्देशों की प्रासंगिकता

ये दिशानिर्देश विद्युत अधिनियम, 2003 की धारा 63 के प्रावधानों के अंतर्गत, प्रतिस्पर्धी बोली प्रक्रिया के माध्यम से नवीकरणीय (आरई) विद्युत परियोजनाओं (**'आरई परियोजनाओं'**) से, 'खरीददारों' द्वारा स्थिर और प्रेषणयोग्य विद्युत की दीर्घावधि खरीद के लिए जारी किए जा रहे हैं।

2.2 स्पष्टीकरण

(क) 'सौर': इन दिशानिर्देशों में, जहाँ कहीं भी 'सौर' शब्द का प्रयोग हुआ है, वह सौर प्रकाशवोल्टीय (पीवी) प्रौद्योगिकी अथवा ऐसी प्रौद्योगिकी पर आधारित विद्युत संयंत्र के संदर्भ में होगा।

(ख) 'नवीकरणीय (आरई) विद्युत': इन दिशानिर्देशों में, जहाँ कहीं भी 'आरई विद्युत', अथवा 'नवीकरणीय विद्युत', अथवा नवीकरणीय ऊर्जा विद्युत शब्द का प्रयोग हुआ है, वह ऊर्जा भंडारण प्रणाली (ईएसएस) के साथ, सौर विद्युत उत्पादन प्रणालियों, पवन विद्युत उत्पादन प्रणालियों, पवन-सौर हाइब्रिड अथवा किसी अन्य नवीकरणीय ऊर्जा संसाधन आधारित उत्पादन प्रणाली अथवा तत्संबंधी सम्मिश्रण के संदर्भ में होगा। यह स्पष्ट किया जाता है कि आरई विद्युत के अलावा किसी अन्य स्रोत के उपयोग से चार्ज की गई ईएसएस को आरई विद्युत माना जाएगा।

(ग) 'स्थिर तथा प्रेषणयोग्य आरई विद्युत': 'स्थिर तथा प्रेषणयोग्य विद्युत' शब्द का तात्पर्य पावर प्रोफाइल कॉनफिगरेशन से है जो आरएफ़एस में परिभाषित है, जिसकी पूर्ति आरई विद्युत स्रोतों से की जानी है और इसमें डिस्कॉम द्वारा यथा निर्दिष्ट विद्युत आपूर्ति के कारण मांग अथवा भार के अनुसार दिन के किसी भी समय में रेटेड क्षमता पर विद्युत की स्थिर आपूर्ति के साथ सुनिश्चित व्यस्ततमकालीन विद्युत, चौबीसों घंटे आरई जैसे कॉनफिगरेशन, डिस्कॉमों आदि द्वारा आवश्यकता के निर्धारित घंटों के लिए विद्युत की स्थिर आपूर्ति वाली आरई परियोजनाएं शामिल होंगी।

(घ) 'आरई विद्युत उत्पादक (आरई-पीजी)':

(i) इन दिशानिर्देशों में, जहाँ कहीं भी 'आरई विद्युत उत्पादक (आरई-पीजी) अथवा उत्पादक' शब्द का प्रयोग हुआ है, वह ऊर्जा भंडारण प्रणाली के साथ स्थिर तथा प्रेषणयोग्य नवीकरणीय विद्युत के उत्पादक एवं आपूर्तिकर्ता के संदर्भ में होगा, जिसमें मांग प्रोफाइल के अनुसार चौबीसों घंटे ऊर्जा की आपूर्ति करने में सक्षम आरटीसी आरई विद्युत परियोजनाएं, व्यस्ततमकालीन विद्युत के साथ आरई परियोजनाएं, निर्धारित समय आधारित खरीद, मौसमी खरीद आदि के साथ-साथ आरएफ़एस में यथा-निर्दिष्ट अन्य प्रोफाइल विशेषताएं शामिल होंगी।

(ii) बोलीदाता/विकासकर्ता भंडारण के साथ जुड़ी आरई विद्युत की आपूर्ति के लिए एमएनआरई द्वारा यथा परिभाषित सौर, पवन अथवा किसी अन्य नवीकरणीय संसाधन सहित नवीकरणीय ऊर्जा संसाधन आधारित उत्पादन प्रणाली (प्रणालियां) उपलब्ध कराने के लिए जिम्मेदार होंगे। इसके लिए, या तो स्वयं बोलीदाता/विकासकर्ता को भंडारण क्षमता स्थापित करनी होगी अथवा 'स्थिरता तथा प्रेषणयोग्यता' के परियोजना मानदंडों को पूरा करने के लिए ऊर्जा भंडारण प्रणाली विकासकर्ताओं के साथ जुड़ना होगा और इसके लिए, किसी विशेष निविदा में, एकल बोली प्रस्तुत करनी होगी।

(iii) आरई विद्युत उत्पादक और ऊर्जा भंडारण प्रणाली विकासकर्ता के बीच संविदात्मक समझौता, यदि कोई हो, के बावजूद इन दिशानिर्देशों तथा उसके पीपीए के अंतर्गत विकासकर्ता से संबंधित सभी दायित्व पीपीए पर हस्ताक्षर करने वाली कंपनी के होंगे और उसे आरई विद्युत उत्पादक (आरई-पीजी) के रूप में मान्यता दी जाएगी।

(ङ) 'आरई पार्क': इन दिशानिर्देशों में, जहां कहीं भी 'आरई पार्क' शब्द का प्रयोग हुआ है, वह सौर-पवन हाइब्रिड विद्युत परियोजनाओं सहित, नवीकरणीय ऊर्जा विद्युत परियोजनाओं की स्थापना के लिए, केन्द्रीय अथवा राज्य सरकारों द्वारा जारी किए गए दिशानिर्देशों के अनुसार, विकसित क्षेत्रों अथवा पार्कों के संदर्भ में होगा।

(च) 'खरीददार': जैसाकि प्रसंग में अपेक्षित है, 'खरीददार' शब्द से तात्पर्य वितरण लाइसेंसधारक अथवा अधिकृत प्रतिनिधि(यों) अथवा मध्यस्थ खरीददार से होगा।

(छ) खरीददार का 'अधिकृत प्रतिनिधि : जहां विद्युत क्रय करार (पीपीए) पर हस्ताक्षरकर्ता एजेंसी और निविदा/बोली लगाने वाली एजेंसी अलग-अलग हैं, तो निविदा/बोली लगाने वाली एजेंसी 'खरीददार' की अधिकृत प्रतिनिधि मानी जाएगी और खरीददार की ओर से इन दिशानिर्देशों के अनुसार, बोली प्रक्रिया चरण के दौरान 'खरीददार' पर लगाई गई सभी बाध्यताओं को पूरा करने की जिम्मेदार होगी।

(ज) 'मध्यस्थ खरीददार' और 'अंतिम खरीददार':

(i) कुछ मामलों में, नवीन एवं नवीकरणीय ऊर्जा मंत्रालय, भारत सरकार अथवा राज्य सरकार द्वारा नामित मध्यवर्ती को विभिन्न आरई विद्युत विकासकर्ताओं से खरीदी गई विद्युत को समाकलित करने और उसे वितरण अनुज्ञप्तिधारियों/उपभोगकर्ता कंपनियों/खुली पहुंच वाले उपभोक्ताओं को बेचने का कार्य सौंपा जा सकता है।

ऐसे मामलों में, वितरण अनुज्ञप्तिधारी/उपभोगकर्ता कंपनियां/खुली पहुंच वाले उपभोक्ता अंतिम खरीददार होंगे और मध्यवर्ती इन दिशानिर्देशों के प्रयोजनार्थ 'मध्यस्थ खरीददार' होगा।

(ii) मध्यस्थ खरीददार आरई विद्युत विकासकर्ता के साथ एक विद्युत क्रय करार (पीपीए) करेगा और साथ ही, अंतिम खरीददार के साथ विद्युत विक्रय करार (पीएसए) भी करेगा। पीएसए में साथ-साथ आधार पर पीपीए के सभी संगत प्रावधान भी शामिल होंगे। अंतिम खरीददार द्वारा मध्यस्थ खरीददार को 0.07 रु./किलोवाट घंटा का ट्रेडिंग मार्जिन भुगतान किया जाएगा।

(iii) जब तक मध्यस्थ खरीददार द्वारा विद्युत की खरीद के लिए इन दिशानिर्देशों का अनुसरण किया जाएगा, तब तक अंतिम खरीददार द्वारा विद्युत की खरीद के लिए इन दिशानिर्देशों का अनुसरण किया मान लिया जाएगा।

(झ) आपूर्ति की शुरूआत की निर्धारित तिथि (एससीएसडी): संविदात्मक क्षमता के संबंध में आपूर्ति की शुरूआत की निर्धारित तिथि (एससीएसडी) का तात्पर्य, आरएफएस (चयन के लिए अनुरोध) में दर्शाए गए आपूर्ति की शुरूआत की तिथि, के अनुरूप तिथि होगा।

2.3 इन दिशानिर्देशों में जब तक स्पष्ट रूप से उल्लेख न किया गया हो, इन दिशानिर्देशों के प्रावधान खरीददार/मध्यस्थ खरीददार/अंतिम खरीददार और खरीददार के अधिकृत प्रतिनिधि पर बाध्यकारी होंगे और विद्युत अधिनियम की धारा 63 के अंतर्गत विचार किए जाने हेतु ऐसी बाध्यताओं के लिए उनका सख्ती से अनुसरण किए जाने की जरूरत है। तथापि, यदि इन दिशानिर्देशों के प्रावधानों से विचलन आवश्यक हो जाता है, तो इन दिशानिर्देशों के खण्ड 17 में अपनाई जाने वाली ऐसी प्रक्रिया का उल्लेख किया गया है।

2.4 इन दिशानिर्देशों में उल्लिखित सिद्धांतों का उपयुक्त तरीके से विस्तार किया जा सकता है और इसे मानक बोली प्रक्रिया दस्तावेजों [जिसमें मॉडल चयन हेतु अनुरोध (आरएफएस) दस्तावेज, मॉडल विद्युत क्रय करार तथा मॉडल विद्युत बिक्री करार शामिल है] में व्यापक बनाया जा सकता है।

3. बोली आमंत्रित करने तथा परियोजना की तैयारी की प्रक्रिया

3.1 खरीददार द्वारा पूरी की जाने वाली शर्तें

खरीददार द्वारा निम्नलिखित शर्तों को पूरा किया जाएगा:-

3.1.1 बोली दस्तावेज:

(क) इन दिशानिर्देशों के अनुसार बोली दस्तावेज तैयार करना।

(ख) इन दिशानिर्देशों के खण्ड 17 में उल्लिखित प्रक्रिया के अनुसार इन दिशानिर्देशों और/अथवा एसबीडी से प्रारूप आरएफएस, प्रारूप पीपीए, प्रारूप पीएसए (यदि लागू हों) में यदि कोई विचलन हो, तो उसके लिए सरकार से अनुमोदन प्राप्त करना।

तथापि, स्पष्टता के प्रयोजन से, यदि खरीददार प्रारूप आरएफएस, प्रारूप पीपीए, प्रारूप पीएसए और अन्य परियोजना करारों को तैयार करते समय विस्तृत प्रावधान करता है, जो दिशानिर्देशों के अनुकूल हों, तो ऐसे विस्तृत प्रावधान इन दिशानिर्देशों से विचलन नहीं माने जाएंगे, चाहे ये विस्तृत प्रावधान दिशानिर्देशों में नहीं दिए गए हों।

3.2 आपूर्ति की शुरूआत से संबंधित व्यवस्थाएं

आरएफएस परियोजना के लिए भूमि अधिग्रहण, कनेक्टिविटी आदि के साथ-साथ उत्पादक द्वारा नियमित रिपोर्टिंग अपेक्षाओं के संबंध में अतिरिक्त लक्ष्यों को निर्दिष्ट कर सकता है और ऐसे लक्ष्य/अपेक्षाओं की गैर-अनुपालना के संबंध में शास्ति निर्दिष्ट करेगा। विद्युत की आपूर्ति की शुरूआत की निर्धारित तिथि से पूर्व भूमि की व्यवस्था और ग्रिड से कनेक्टिविटी और पहुंच (यदि लागू हो) सहित सभी संस्वीकृतियां, परमिट, अनुज्ञप्ति प्राप्त करना उत्पादक की जिम्मेदारी होगी और ऐसी संस्वीकृतियां, परमिट, अनुज्ञप्ति प्राप्त करने में विलंब के मामले में खरीददार जिम्मेदार नहीं होगा।

4. ऊर्जा सम्मिश्रण:

4.1. उत्पादक आरएफएस में यथानिर्दिष्ट मांग प्रोफाइल के निमित्त निर्धारित उपलब्धता सहित स्थिर तथा प्रेषणयोग्य आरई विद्युत की आपूर्ति करेगा। डिस्कॉम द्वारा व्यस्ततम समय की घोषणा की जाएगी और इसे आरएफएस में

विनिर्दिष्ट किया जाएगा। निर्धारित उपलब्धता की पूर्ति नहीं करने के लिए शास्ति (पेनल्टी), आपूर्ति नहीं किए गए यूनिटों की संख्या के टैरिफ के डेढ़ गुणा के बराबर होगा।

4.2 उत्पादक को विद्युत का इस प्रकार से प्रस्ताव करना होगा कि 100 प्रतिशत प्रस्तावित वार्षिक ऊर्जा आरई विद्युत के समनुरूप हो। तथापि, उत्पादक आरएफएस में निर्धारित आपूर्ति की शर्तें पूरी करने के लिए हरित बाजार स्रोतों/द्विपक्षीय करारों से वार्षिक आधार पर 5 प्रतिशत तक आरई विद्युत (ऊर्जा की दृष्टि से) प्राप्त कर सकता है।

4.3 विकासकर्ता आरई उत्पादक प्रणाली को ऊर्जा भंडारण के साथ सम्मिश्रित करेगा ताकि यह सुनिश्चित किया जा सके कि आरएफएस में निर्दिष्ट मांग प्रोफ़ाइल और आरएफएस में निर्धारित कोई अन्य कार्यनिष्पादन मानदंड के अनुसार आवश्यक उपलब्धता प्राप्त कर लिया गया है, बशर्ते आरई स्रोतों का उपयोग भंडारण प्रणाली में ऊर्जा का भंडारण करने के लिए किया गया हो।

5. टैरिफ

5.1 बोलीदाताओं द्वारा स्थिर तथा प्रेषणयोग्य आरई विद्युत की आपूर्ति के लिए एकल टैरिफ **('टैरिफ')** का उल्लेख किया जाएगा।

5.2 टैरिफ का उल्लेख डिलीवरी प्वाइंट पर किया जाएगा, जो कि सीटीयू इंटरकनेक्शन प्वाइंट पर होगा। डिलीवरी प्वाइंट तक सभी प्रभार और हानियां उत्पादक द्वारा वहन की जाएंगी।

6. बोली संरचना

6.1 **विद्युत के संदर्भ में बोलियां:** खरीददार विद्युत क्षमता (मेगावाट) के संदर्भ में बोलियाँ आमंत्रित करेगा जिसमें खरीददार द्वारा संविदा की जाने वाली कुल मात्रा का उल्लेख होगा। खरीददार आरएफएस में वार्षिक ऊर्जा के संदर्भ में न्यूनतम ऑफ-टेक निर्दिष्ट कर सकता है।

6.2 बोलीदाता, खरीददार द्वारा खरीदी जाने वाली कुल मात्रा के एक भाग के लिए उद्धृत कर सकता है। बोलीदाता द्वारा प्रस्तावित की जा सकने वाली विद्युत की न्यूनतम मात्रा कम से कम 50 मेगावाट होनी चाहिए ताकि किफायतता बनी रहे। बावजूद इसके, भूमि और पारेषण सुविधा की उपलब्धता पर उचित विचार करने के बाद, पूर्वोत्तर राज्यों, विशेष श्रेणी के राज्यों और आरई पार्कों के बाहर की परियोजनाओं तथा एसटीयू संबद्ध परियोजनाओं के मामले में बोलीदाता द्वारा प्रस्तावित की जा सकने वाली विद्युत की मात्रा छोटी रखी जा सकती है लेकिन इसका आरएफएस में पहले से स्पष्ट उल्लेख किया जाना चाहिए।

6.3 निविदा में, किसी एक बोलीदाता को बोली क्षमता का अधिकतम 50 प्रतिशत आवंटित किया जा सकता है।

6.4 **बोली मापदंड के रूप में टैरिफ:** बोली मूल्यांकन मापदंड पीपीए की संपूर्ण अवधि के लिए निर्धारित स्थिर तथा प्रेषणयोग्य आरई विद्युत की प्रति यूनिट आपूर्ति के लिए टैरिफ होगा। खरीददार बोली आमंत्रित करेगा, जिसमें बोलीदाता रुपये/किलोवाट घण्टे में टैरिफ का उल्लेख करेगा। बोलीदाता का चयन न्यूनतम उल्लिखित "टैरिफ" के आधार पर किया जाएगा। ई-रिवर्स नीलामी के बाद, न्यूनतम टैरिफ (जिसे एल 1 टैरिफ कहा गया है) का उल्लेख करने वाला बोलीदाता (जिसे एल 1 बोलीदाता कहा गया है), को उनके द्वारा प्रस्तावित विद्युत की मात्रा का आवंटन किया जाएगा। इस क्षमता का आबंटन सबसे पहले बकेट फिलिंग, अर्थात एल 1 दरों पर एल 1 बोलीदाता द्वारा उल्लिखित क्षमता के आधार पर किया जाएगा, उसके बाद, अगले न्यूनतम बोलीदाता (जिसे एल 2 बोलीदाता कहा गया है) द्वारा उल्लिखित दरों (जिसे एल2 दर कहा गया है) पर उल्लिखित क्षमता आवंटित की जा सकती है और यह प्रक्रिया आगे भी चलती रहेगी।

तथापि, केवल उन बोलीदाताओं को आबंटन किया जाएगा, जिनकी बोली आरएफएस में यथानिर्धारित एल1 टैरिफ से पूर्व-परिभाषित "श्रेणी"के अंतर्गत हो। इस प्रकार, बोलीदाताओं को टैरिफ के बढ़ते हुए क्रम में व्यवस्थित करने के बाद परियोजना क्षमताओं को केवल उन बोलीदाताओं को अवार्ड किया जाएगा, जिनकी अंतिम मूल्य की बोली, भारतीय रुपये में प्रति किलोवाट घंटे के अनुसार, "L1+x%" की श्रेणी में हो बल्कि "x" का मान सामान्यत: 2 (दो) से 5(पांच) के बीच हो और इसे आरएफएस में तय किया जाएगा।

6.5 **बोली प्रस्तुत तथा मूल्यांकन करना:**

(क) बोलीदाताओं द्वारा संघ बनाने की अनुमति होगी, जिसमें यह संघ एक प्रमुख सदस्य की पहचान करेगा, जो बोली प्रक्रिया के दौरान समस्त पत्राचार के लिए संपर्क सूत्र होगा। खरीददार संघ के प्रमुख सदस्य के लिए तकनीकी और वित्तीय मानदंड तथा साँक इन आवश्यकताओं का उल्लेख करेगा।

(ख) खरीददार बोलियों का मूल्यांकन करने के लिए, कम से कम तीन सदस्यों की एक समिति (मूल्यांकन समिति) गठित करेगा, जिसमें कम से कम एक सदस्य वित्तीय मामलों/बोली मूल्यांकन में विशेषज्ञ होगा।

(ग) बोलीदाताओं को तकनीकी और कीमत बोली अलग-अलग जमा करानी होगी। बोलीदाताओं को अपनी बोलियों के साथ बयाना जमा राशि (ईएमडी) के रूप में आवश्यक बोली-गारंटी जमा करानी होगी।

(घ) तकनीकी बोलियों का मूल्यांकन यह सुनिश्चित करने के लिए किया जाएगा कि प्रस्तुत की गई बोलियां आरएफएस दस्तावेज में निर्धारित पात्रता मानदंडों को मूल्यांकन मापदंडों के आधार पर पूरा करती हैं। आरएफएस दस्तावेज में उल्लिखित मूल्यांकन मानदंड को पूरा करने वाली बोलियों पर ही, कीमत बोली पर अगला मूल्यांकन करने के लिए, विचार किया जाएगा।

(ङ) प्रतिस्पर्धात्मकता सुनिश्चित करने के लिए, पात्र बोलीदाताओं की न्यूनतम संख्या दो होगी। बोली के तीन प्रयासों के बावजूद, यदि पात्र पाए गए बोलीदाताओं की संख्या दो से कम है और खरीददार फिर भी बोली प्रक्रिया जारी रखना चाहता है, तो उपयुक्त आयोग की सहमति से ऐसा किया जा सकता है।

(च) कीमत बोली को निरस्त किया जाएगा, यदि इसमें निविदा शर्तों का उल्लंघन किया गया है। कीमत बोली स्तर पर बोलीदाताओं से सामान्यतः किसी स्पष्टीकरण का अनुरोध नहीं किया जाएगा।

(छ) आरएफएस दस्तावेज में बोली के मूल्यांकन और बोलीदाता के चयन के लिए विस्तृत विवरण दिया जाएगा।

7. विद्युत क्रय करार

आरएफएस के साथ-साथ, सफल बोलीदाता के साथ किए जाने वाला प्रस्तावित प्रारूप पीपीए और प्रारूप पीएसए (यदि लागू हो) जारी किया जाएगा। इस पीपीए के भाग के रूप में शामिल किये जाने वाले मानक प्रावधानों में अन्य के साथ निम्नलिखित भी शामिल होंगे। ये प्रावधान पूरक बनाए जा सकते हैं, जब तक यहां अन्यथा उल्लिखित न किया जाए, इन्हें पीएसए में साथ-साथ आधार पर शामिल किया जाएगा।

7.1 पीपीए अवधि: पीपीए की अवधि सामान्यतः आपूर्ति की शुरूआत की तिथि (एससीएसडी) से 20 (बीस) वर्ष की अवधि के लिए होगी अथवा खरीदादर द्वारा दिए गए विस्तार की सीमा तक आपूर्ति की शुरुआत की पुनर्निर्धारित तिथि से होगी जो कि उत्पादक के नियंत्रण से बाहर है। तथापि, पीपीए की अवधि को 25 वर्ष की दीर्घ अवधि के लिए भी तय किया जा सकता है। आरएफएस दस्तावेज में पीपीए की अवधि का उल्लेख पहले से किया जाना चाहिए। विकासकर्ताओं को पीपीए अवधि की समाप्ति के बाद अपने संयंत्रों का प्रचालन करने की छूट होगी। विकासकर्ता पीपीए अवधि के दौरान अपने जोखिम और लागत पर अपने संयंत्रों का उन्नयन तथा पुनः सशक्त बना सकता है; और बाद की बोलियों में उनकी अबद्ध क्षमता की सीमा तक भाग ले सकता है।

7.2 विद्युत खरीद

(क) खरीद, विद्युत (मेगावाट) की शर्तों पर होगी। उत्पादक को, मासिक रूप से अथवा व्यस्ततम/रात के समय में, आरएफएस में निर्दिष्ट शर्तों जैसे आरटीसी/लोड प्रोफाइल/ निर्दिष्ट घंटों की संख्या की तरह खंड 4.1 में विनिर्दिष्ट शर्तों के अनुसार, आपूर्ति सुनिश्चित करनी होती है। खरीददार द्वारा आरएफएस दस्तावेजों में व्यस्ततम घंटों की संख्या को स्पष्ट रूप से पहले से विनिर्दिष्ट किया जाएगा।

(ख) यह ध्यान देने योग्य है कि बहुविध स्रोतों और/अथवा स्थानों से खरीददार द्वारा आरई विद्युत की उत्पादन समयावधि का योग, लागू हानियों को ध्यान में रखते हुए, आरएफएस अथवा पीपीए में विनिर्दिष्ट संविदा की गई क्षमता से अधिक नहीं हो सकता। तथापि, उत्पादक मौजूदा विनियमों के अनुसार, कनेक्टिविटी और पहुँच (यदि लागू हों) के लिए आवेदन कर सकता है।

(ग) आरई के बेहतर प्रचालन की अनुमति प्रदान करने के लिए, उत्पादक को किसी तीसरे पक्ष या विद्युत एक्सचेंज को खरीददार से अनापत्ति प्रमाणपत्र के बगैर संविदा की गई क्षमता से अधिक आरई विद्युत संयंत्र से विद्युत की आपूर्ति करने की अनुमति दी जाती है। उत्पादक उस विद्युत, जो खरीददार (संविदा की गई क्षमता के भीतर) को डे अहैड आधार पर प्रस्तावित की गई थी, परंतु खरीददार द्वारा अगले दिन के लिए शिड्यूल न की गई, की बिक्री, खरीददार से अनापत्ति प्रमाणपत्र की आवश्यकता के बिना किसी तीसरे पक्ष या विद्युत एक्सचेंज को कर सकेगा।

(घ) जिन विकासकर्ताओं ने पहले ही आरई संयंत्र/भंडारण संयंत्र आरंभ कर दिए हैं अथवा ऐसे संयंत्रों के निर्माण की प्रक्रिया में हैं और जिनके पास अबद्ध क्षमता है, वे भी बोली में भाग ले सकते हैं। ऐसे मामले में, उन्हें विद्युत की

आपूर्ति शुरू होने की वास्तविक तारीख और एससीएसडी के बीच की अवधि के अनुरूप पीपीए की दीर्घावधि का लाभ दिया जा सकता है।

(ङ) आरएफएस में परिभाषित किए गए अनुसार, यदि आरई विद्युत उत्पादक के कारण, परियोजना की उपलब्धता में कमी के मामले में, उत्पादक, उपलब्धता में ऐसी कमी के लिए, खरीददार को शास्ति का भुगतान करने के लिए जिम्मेदार होगा। निर्धारित उपलब्धता पूरी न किए जाने के परिणामस्वरूप, आपूर्ति नहीं की गई यूनिटों की संख्या के लिए शास्ति (पेनल्टी), टैरिफ के डेढ़ गुना के बराबर होगी।

(च) गैर-निष्पादन के लिए शास्ति आरएफएस में विनिर्दिष्ट अनुसार होगी। विभिन्न क्षेत्रीय भार प्रेषण केन्द्रों (आरएलडीसी)/राज्य भार प्रेषण केन्द्रों (एसएलडीसी) (अंतःक्षेपण, हस्तक्षेप और खरीददार एसएलडीसी/आरएलडीसी सहित) पर शेड्युलिंग और उसकी पंचिंग की जिम्मेवारी केवल उत्पादक की होगी।

(छ) **विचलन समाधान तंत्र (डीएसएम):** समय अनुसूची से विचलन के लिए, मौजूदा विनियमों के अनुसार, डीएसएम (विचलन समाधान तंत्र) लागू होगा। उत्पादक पर डीएसएम प्रभारों का समाधान आरई विद्युत उत्पादक द्वारा किया जाएगा।

7.3 भुगतान सुरक्षा

पर्याप्त भुगतान सुरक्षा का प्रावधान, विद्युत (विलंब भुगतान अधिभार एवं संबंधित मामला) नियमावली, 2022 के अनुसार इसमें समय-समय पर जारी संशोधनों एवं स्पष्टीकरणों सहित, किया जाएगा। इसके अतिरिक्त, मध्यस्थ खरीददार भुगतान सुरक्षा निधि की देखभाल करेगा। विकासकर्ता को, निधि से लाभ प्राप्त करने के लिए पात्र होने हेतु, प्रति यूनिट 2 पैसे की दर से पीएसएम प्रभारों का भुगतान करने का, वचन देना होगा।

7.4 अप्रत्याशित घटना

7.4.1 पीपीए में, 'अप्रत्याशित घटना' की परिभाषा, अपवाद, प्रयोज्यता और उद्योग मानकों के अनुसार अप्रत्याशित घटना के कारण, उपलब्ध राहत के संबंध में प्रावधान शामिल रहेंगे। उत्पादक खरीददार को अप्रत्याशित घटना शुरु होने के 15 दिनों के भीतर अप्रत्याशित घटना घटित होने के बारे में सूचित करेगा और खरीददार सूचना की प्राप्ति के 15 दिनों के भीतर उसके दावे पर निर्णय लेगा।

7.5 **ऑफटेक बाध्यताओं के लिए उत्पादन मुआवजा:** खरीददार, समय-समय पर यथासंशोधित, विद्युत (मस्ट-रन विद्युत संयंत्र से विद्युत के उत्पादन का संवर्धन) नियम, 2021 के अनुसरण में, पारेषण अवसंरचना/ग्रिड की अनुपलब्धता के कारण अथवा बैकडाउन की स्थिति में, विद्युत को शिड्युल नहीं करने के लिए बाध्य हो सकता है।

7.5.1 **ग्रिड अनुपलब्धता के कारण ऑफटेक बाध्यताओं के लिए उत्पादन मुआवजा:** संयंत्र के प्रचालन के दौरान, कुछ ऐसी अवधियां हो सकती हैं जब संयंत्र विद्युत का उत्पादन तो कर सकता है, परंतु अस्थायी पारेषण अनुपलब्धता के कारण विद्युत की निकासी नहीं हो पाती है, जिसके लिए उत्पादक जिम्मेवार नहीं होता। ऐसे मामलों में, खरीददार द्वारा निम्नलिखित प्रकार से उत्पादन मुआवजे का निपटान किया जाएगा:

ग्रिड अनुपलब्धता की अवधि	उत्पादन मुआवजे के लिए प्रावधान
एक वर्ष के दौरान 175 घण्टों से अधिक की ग्रिड अनुपलब्धता, जैसा कि पीपीए में परिभाषित है।	उत्पादन मुआवजा = ***((टैरिफ X प्रस्तावित आरई विद्युत (मेगावाट), जो खरीददार द्वारा शिड्यूल नहीं)) x 1000 x ग्रिड अनुपलब्धता के घण्टे*** तथापि, पावर एक्सचेंज में तीसरे पक्ष की बिक्री अथवा बिक्री के मामले में, कीमत लेने वाले के रूप में, प्राप्त राशि का 95%, खर्चों में कटौती के बाद, मासिक आधार पर देय उत्पादन मुआवजे के निमित्त समायोजित किया जाएगा।

7.5.2 **घटे हुए ऑफटेक के मामले में भुगतान:** उत्पादक और खरीददार उपयुक्त आयोग द्वारा इस संबंध में जारी विनिर्देशों के अंतर्गत पूर्वानुमान और शिड्यूलिंग प्रक्रिया का अनुसरण करेंगे। यदि संयंत्र विद्युत आपूर्ति के लिए उपलब्ध है परंतु खरीददार द्वारा विद्युत मंत्रालय की दिनांक 3 जून, 2022 की राजपत्र अधिसूचना द्वारा

अधिसूचित "विद्युत (विलंब भुगतान अधिभार और संबंधित मामले) नियम, 2022" और इससे संबंधित किसी स्पष्टीकरण या संशोधन, की अनुपालना न होने के कारण विद्युत की आपूर्ति न होने सहित विद्युत ऑफटेक नहीं किया जाता है, तो आरई विद्युत के लिए 'मस्ट रन' स्थिति को ध्यान में रखते हुए, उत्पादक खरीददार से भुगतान के लिए निम्नलिखित तरीके से घटे हुए ऑफटेक के अनुरूप भुगतान प्राप्त करने के लिए पात्र होगा:

घटा हुआ ऑफटेक	उत्पादन मुआवजे के लिए प्रावधान
एक वर्ष के दौरान 175 घण्टों से अधिक की ग्रिड अनुपलब्धता, जैसा कि पीपीए में परिभाषित है।	**उत्पादन मुआवजा =** ***(टैरिफ X आरई विद्युत (मेगावाट), खरीददार द्वारा प्रस्तावित परंतु शिड्यूल नहीं की गई) x 1000 x घटे हुए ऑफटेक के घंटों की संख्या*** तथापि, पावर एक्सचेंज में तीसरे पक्ष की बिक्री अथवा बिक्री के मामले में, कीमत लेने वाले के रूप में, प्राप्त राशि का 95%, खर्चों में कटौती के बाद, मासिक आधार पर देय उत्पादन मुआवजे के निमित्त समायोजित किया जाएगा।

7.5.3 मुआवजे का दावा करने के लिए, उत्पादक को एक प्राइस टेकर के रुप में, पावर एक्सचेंज में अपनी विद्युत बेचनी होगी। इस प्रकार, मुआवजा, घोषित क्षमता तक, वास्तविक उत्पादन के अन्तर तक सीमित होगा, जो अधिकतम संविदा की गई क्षमता और खरीददार द्वारा शिड्यूल की गई विद्युत की मात्रा के अध्यधीन होगा।

7.6 चूक की स्थिति (इवेंट ऑफ डिफॉल्ट)

(क) एससीएसडी से छह माह से अधिक विद्युत की आपूर्ति की शुरूआत करने में विलंब के लिए, उत्पादक को चूक की घटना हुई माना जाएगा और परिणाम खंड 14.3 के अनुसार होंगे।

(ख) यदि उत्पादक आरएफएस में निर्दिष्ट अवधि के लिए निरंतर न्यूनतम उपलब्धता बनाए रखने में विफल रहता है, तो यह उत्पादक की चूक होगी और पीपीए को समाप्त करने के लिए उत्तरदायी होगी। इसके अतिरिक्त, उत्पादक निर्धारित उपलब्धता के साथ अपनी संविदात्मक क्षमता के लिए टैरिफ के 24 (चौबीस) माह के समतुल्य अथवा शेष पीपीए अवधि, जो भी कम हो, के समतुल्य हर्जाना, खरीदार को भुगतान करने के लिए उत्तरदायी होगा।

(ग) यदि उत्पादक पीपीए की शर्तों के विपरीत अपने किन्हीं अधिकारों अथवा दायित्वों का निर्वहन करता है अथवा परित्याग करता है अथवा पीपीए का परित्याग करता है, अथवा पीपीए में यथा निर्धारित किसी प्रकार के अन्य कृत्य अथवा चूक करता है तथा पीपीए में किए गए प्रावधान के अनुसार, उपचार अवधि के भीतर उपरोक्त किसी भी प्रकार का हल निकालने में असफल होता है, तो उत्पादक, खरीददार को, उसकी निर्धारित उपलब्धता के साथ संविदा की गई क्षमता के लिए टैरिफ की क्षति, 24 (चौबीस) माह के समतुल्य, अथवा पीपीए की शेष अवधि, जो भी कम हो, का भुगतान करेगा। खरीददार को अधिकार होगा कि वह किसी भी अन्य कानूनी प्रक्रिया या उपचार के उपाय पर प्रतिकूल प्रभाव डाले बिना, बैंक गारंटी, यदि कोई हो, जब्त करके उक्त राशियों की वसूली करे।

(घ) उपरोक्त अनुसार क्षतियों की वसूली के साथ-साथ, उत्पादक की चूक की स्थिति में, ऋणदाता, पीपीए में विनिर्दिष्ट प्रतिस्थापन उपबंधों तथा खरीददारों की सहमति के अनुसार प्रतिस्थापन के अधिकार का प्रयोग करने का पात्र होगा। तथापि, यदि ऋणदाता विनिर्दिष्ट अवधि के भीतर, चूककर्ता उत्पादक के प्रतिस्थापन में असफल होते हैं, तो खरीददार पीपीए को रद्द कर सकता है।

(ङ) यदि खरीददार/मध्यस्थ खरीददार, अन्य बातों के साथ-साथ, आरएफएस अथवा पीपीए के समापन के अनुसरण में, देय राशियों के समय पर भुगतान में विफलता सहित अन्य कारणों से चूककर्ता है, तो उत्पादक अपने विवेकानुसार पीपीए को समाप्त कर सकता है। चूककर्ता खरीददार उत्पादक को, 24 (चौबीस) माह अथवा शेष पीपीए अवधि, जो भी कम हो, के समतुल्य हर्जाना उसकी संविदा की गई क्षमता के लिए निर्धारित उपलब्धता के साथ शुल्क का भुगतान करेगा।

7.7 विधि/विनियम में परिवर्तन

विधि में परिवर्तन संबंधी प्रावधान विद्युत मंत्रालय की दिनांक 22 अक्तूबर, 2021 की अधिसूचना द्वारा अधिसूचित विद्युत (विधि में परिवर्तन के कारण लागतों की समय पर वसूली) नियम, 2021 के अनुसार होंगे जिसमें समय-समय पर जारी संशोधनों एवं स्पष्टीकरण भी शामिल होंगे।

8. बोली प्रक्रिया

8.1 खरीददार/मध्यस्थ खरीददार एकल चरण, दो भाग (तकनीकी बोली एवं वित्तीय बोली) को अपनाते हुए बोलियां आमंत्रित करेगा, बोली प्रक्रिया इलेक्ट्रॉनिक पद्धति (ई-बोली) के माध्यम से संचालित की जाएगी। तकनीकी बोली पहले खोली जाएगी। वित्तीय बोली केवल उन्हीं बोलीदाताओं की खोली जाएगी जो तकनीकी बोली में अर्ह पाए जाएंगे। सफल ट्रैक रिकॉर्ड तथा पर्याप्त सुरक्षा और गोपनीयता की विशेषताओं वाले ई-प्रोक्योरमेंट प्लेटफॉर्म का उपयोग किया जाएगा।

8.2 खरीददार उत्पादकों को, इन दिशानिर्देशों के अनुसार, थर्मल विद्युत से परिपूरित आरई विद्युत संयंत्रों की संस्थापना तथा ऊर्जा भंडारण प्रणाली सहित आरई विद्युत की आपूर्ति हेतु आरएफएस में भाग लेने के लिए आमंत्रित करेगा।

8.3 विकासकर्ता, जिन्होंने पहले ही क्षमता संस्थापित कर ली है अथवा जिनके पास अतिरिक्त अबद्ध क्षमता है, वे भी इस बोली में भाग ले सकते हैं।

8.4 खरीददार द्वारा, आरएफएस तथा मसौदा पीपीए सहित बोली दस्तावेज को, इन दिशानिर्देशों तथा एसबीडी के अनुरूप, तैयार किया जाएगा।

8.5 खरीददार इसके व्यापक प्रचार के लिए कम से कम दो राष्ट्रीय समाचार पत्रों में तथा अपनी वेबसाइट में आरएफएस नोटिस प्रकाशित करेगा।

8.6 खरीददार प्रत्याशित बोलीदाताओं के लिए बोली-पूर्व कॉन्फ्रेंस का अवसर प्रदान करेगा तथा किसी भी बोलादाता के लिए निविदा दस्तावेजों की लिखित व्याख्या उपलब्ध कराएगा जिसे सभी अन्य बोलीदाताओं को भी उपलब्ध कराया जाएगा। सभी सम्बद्ध पार्टियां पूरी तरह लिखित पत्राचार पर ही भरोसा करेंगी। बोली दस्तावेजों से संबंधित किसी प्रकार का स्पष्टीकरण या संशोधन को पर्याप्त जानकारी हेतु खरीददार की वेबसाइट पर अपलोड किया जाएगा। बोली दस्तावेजों के संबंध में किसी भी तरह के संशोधन का या सुधार किए जाने पर बोलीदाताओं को बोलियाँ प्रस्तुत करने के लिए तब से कम से कम 7 (दिनों) का समय दिया जाएगा।

9. चयन के लिए अनुरोध (आरएफएस) दस्तावेज

आरएफएस दस्तावेज में खरीददार द्वारा किए जाने वाले मानक प्रावधानों में निम्नलिखित शामिल होंगे और उनमें उपयुक्त रूप से विस्तार किया जा सकता है:

9.1 बोली उत्तरदायित्वता

बोली का मूल्यांकन केवल तभी किया जाएगा जब वह उत्तरदायी हो और अन्य बातों के साथ-साथ निम्नलिखित शर्तें पूरी करती हो।

(क) बोलीदाता या उसका कोई भी सहयोगी किसी भी ऋणदाता का जान-बूझकर चूककर्ता न रहा हो।

(ख) किसी भी कंसोर्टियम सदस्य और उसके किसी भी सहयोगी सहित किसी भी बोलीदाता तथा उसके किसी भी सहयोगी, उनके निदेशकों को, भारत में किसी भी सरकारी एजेंसी अथवा प्राधिकरणों द्वारा, बोलीदाता अथवा सदस्यों के अधिकार क्षेत्र की सरकार द्वारा, जहां लागू हों अथवा उनके व्यवसाय के मूल स्थान के अधिकार क्षेत्र में, कोई भी अंतर्राष्ट्रीय वित्तीय संस्थान जैसे कि विश्व बैंक समूह, एशियन डेवलेपमेंट बैंक, अफ्रीकन डेवलेपमेंट बैंक, इंटर-अमेरीकन डेवलेपमेंट बैंक, एशियन इंफ्रास्ट्रक्चर इंवेस्टमेंट बैंक आदि या संयुक्त राष्ट्र या इसका कोई भी एजेंसियों को वर्जित अथवा ब्लैक लिस्ट में शामिल नहीं किया जाना चाहिए।

9.2 बोलीदाताओं द्वारा पूरी की जाने वाली आवश्यक योग्यता

9.2.1 तकनीकी मानदंड:

सरकार भागीदारी बढ़ाकर प्रतिस्पर्धा को प्रोत्साहित करना चाहेगी। तथापि, परियोजनाओं का यथोचित कार्यान्वयन सुनिश्चित करने के लिए खरीददार बोलीदाताओं के पिछले अनुभव आदि जैसे तकनीकी मानदंड का उल्लेख कर सकता है। ऐसे परियोजना विकासकर्ताओं, जिनके द्वारा मानदंड पूरे किए जाने की संभावना हो, की संख्या के मूल्यांकन के बाद ऐसे मानदंड तय किए जाने चाहिएं ताकि प्रतिस्पर्धा का समुचित स्तर हासिल किया जा सके।

9.2.2 वित्तीय मानदंड

(क) निवल मूल्य

i). खरीददार आवश्यक योग्यता के भाग के रूप में निवल मूल्य में वित्तीय मानदंड का उल्लेख करेगा। यह विचार करते हुए कि विकासकर्ता स्थिर और प्रेषणयोग्य विद्युत की आपूर्ति के लिए जिम्मेदार है, अतः निवल मूल्य की आवश्यकता अनुमानित "आरई परियोजना" लागत का कम से कम 20 प्रतिशत (बीस प्रतिशत) अथवा आरएफएस में विनिर्दिष्ट कोई अन्य मापदंड होना चाहिए।

ii). उपरोक्त प्रयोजन के लिए विचार किए जाने वाला निवल मूल्य बोलीदाता कंपनी या संघ (कंसोर्टियम) का संचयी निवल मूल्य होगा, जिसमें बोलीदाता (ओं) की ऐसी सहायक कंपनियों का निवल मूल्य शामिल होगा ताकि आरएफएस दस्तावेज के अनुसार, बोलीदाता (ओं) के ऐसा करने में विफल होने पर अपेक्षित इक्विटी वित्तपोषण और कार्यनिष्पादन बैंक गारंटियां दी जा सकें।

iii). यह स्पष्ट किया जाता है कि इस खंड के लिए विचार किए जाने वाले निवल मूल्य की गणना कंपनी अधिनियम के अनुसार की जाएगी।

(ख) लिक्विडिटी

यह आवश्यक है कि बोलीदाता के पास परियोजना के लिए आवश्यक निधि की व्यवस्था करने के लिए पर्याप्त नकदी (नकद प्रवाह)/आंतरिक प्राप्तियां हैं। तदनुसार, खरीददार वार्षिक टर्नओवर, आंतरिक संसाधन जुटाने, बोली लगाने की क्षमता इत्यादि जैसे उपयुक्त मापदंडों का भी उल्लेख कर सकता है।

9.3 बयाना जमा राशि (ईएमडी) की मात्रा

खरीददार बोलीदाताओं द्वारा प्रस्तुत की जाने वाली बैंक गारंटी/भुगतान वचन पत्र/कॉर्पोरेट गारंटी के रूप में बयाना जमा राशि (ईएमडी) की मात्रा, जो आरई परियोजना की अनुमानित पूंजी लागत के 2 प्रतिशत के कम नहीं होगा अथवा आरएफएस में विनिर्दिष्ट कोई अन्य मापदंड होगा। निर्धारित समय अवधि के भीतर पीपीए का निष्पादन करने में उत्पादक की विफलता के कारण, इन दिशानिर्देशों में यथा परिभाषित, ईएमडी की जब्ती या डिबारिंग (निषेध) आदि की जाएगी।

9.4 विदेशी बोलीदाताओं द्वारा एफडीआई कानूनों का अनुपालन

यदि किसी विदेशी कंपनी को सफल बोलीदाता के रूप में चुना जाता है, तो वह भारत में विदेशी प्रत्यक्ष निवेश से संबंधित सभी कानूनों और प्रावधानों का पालन करेगी।

10. बोली प्रक्रिया के लिए सूचक समय सारणी

10.1 बोली प्रक्रिया में आरएफएस दस्तावेजों को जारी करने और बोली प्रस्तुत करने की अंतिम तिथि के बीच 22 (बाइस) दिनों की न्यूनतम अवधि दी जाएगी। बोली प्रक्रिया के लिए सूचक समय-सारिणी नीचे दी गई है:-

बोली प्रक्रिया के लिए सूचक समय-सारणी		
क्र.सं.	कार्य वृतांत	शून्य तिथि से व्यतीत समय
1	दस्तावेज चयन के लिए अनुरोध (आरएफएस) जारी करने, परियोजना विशिष्ट मसौदा विद्युत खरीद करार व अन्य मसौदा करार परियोजना और विद्युत बिक्री करार (पीएसए), यदि लागू हो, की तारीख	शून्य तारीख
2	बोली स्पष्टीकरण, सम्मेलन, स्थल सहित परियोजना के सभी विशिष्ट विवरण	**

	साझा करने के लिए ऑनलाइन डेटा** कक्ष खोलना, यदि खरीददार द्वारा उल्लेख किया गया हो, और आरएफएस में संशोधन करना।	
3	आरएफएस बोली प्रस्तुत करना	22 दिन
4	तकनीकी बोलियों का मूल्यांकन	64 दिन
5	वित्तीय बोलियों का मूल्यांकन और ई-रिवर्स नीलामी करना	99 दिन
6	आशय पत्र [लेटर ऑफ अवार्ड (एलओए)] जारी करना	110 दिन
7	पीपीए और पीएसए पर हस्ताक्षर (यदि लागू हो)	140 दिन

***आरएफएस दस्तावेज में किसी बदलाव के मामले में, खरीददार इन दिशानिर्देशों के खंड 8.5 के अनुसार बोलीदाताओं को अतिरिक्त समय देगा।*

नोट: यह स्पष्ट किया जाता है कि यदि खरीददार बोली प्रक्रिया में किसी भी कार्य के लिए अधिक समय लगाता है, तो उस कार्य से पहले पूरे होने वाली आवश्यक गतिविधियां रोकने में विलंब के कारण या किसी अन्य कारण से इस तरह के विस्तार को किसी भी तरह से इन दिशानिर्देशों से अलग नहीं माना जाएगा।

10.2 सामान्य परिस्थितियों में, बोली प्रक्रिया 110 (एक सौ दस) दिनों की अवधि में पूरी हो जानी चाहिए।

11. संविदा अवार्ड करना और समाप्त करना

11.1 पीपीए पर सफल बोलीदाता/परियोजना कंपनी या सफल बोलीदाता द्वारा स्थापित एसपीवी के हस्ताक्षर होंगे।

11.2 आरएफएस बोलियों के मूल्यांकन के लिए खरीददार एक समिति का गठन करेगा। बोली प्रक्रिया के निष्कर्ष के बाद आरएफएस बोलियों के मूल्यांकन के लिए गठित मूल्यांकन समिति, गंभीरतापूर्वक गुणदोष की दृष्टि से बोलियों का मूल्यांकन करेगी और उपयुक्त रूप से यह प्रमाणित करेगी कि बोली प्रक्रिया और मूल्यांकन आरएफएस के प्रावधानों के अनुरूप किए गए हैं। मूल्यांकन प्राधिकारी को स्वयं यह संतुष्टि होनी चाहिए कि चयनित प्रस्ताव युक्तिसंगत तथा आवश्यकता के अनुरूप है। यदि अंकित दरें मौजूदा बाजार की कीमतों के अनुसार नहीं हैं, तो मूल्यांकन समिति को सभी मूल्य की बोलियां रद्द करने का अधिकार होगा।

11.3 पारदर्शिता के प्रयोजन से, खरीददार, पीपीए के निष्पादन के बाद, सार्वजनिक रूप से सफल बोलीदाता (ओं) के नामों और घटकों के ब्यौरे, यदि कोई हों, के साथ उनके द्वारा अंकित टैरिफ का खुलासा करेगा। यह सार्वजनिक खुलासा कम-से-कम 30 दिनों के लिए खरीददार की वेबसाइट पर डालकर किया जाएगा।

11.4 अधिनियम के प्रावधानों के अध्यधीन, वितरण लाइसेंसधारक या मध्यस्थ खरीददार, इन दिशानिर्देशों के अनुसार आयोजित पारदर्शी प्रतिस्पर्धी बोली प्रक्रिया में ई-रिवर्स नीलामी या अन्य के माध्यम से टैरिफ की प्रस्तुति के 15 (पंद्रह) दिनों के अंदर अधिनियम की धारा 63 के अंतर्गत, प्रस्तुत टैरिफ लागू करने के लिए समुचित आयोग से संपर्क करेगा।

11.5 यदि वितरण लाइसेंसधारक या मध्यस्थ खरीददार जैसा भी मामला हो, अधिनियम की धारा 63 के अंतर्गत, टैरिफ लागू करने के लिए उपयुक्त आयोग से संपर्क करता है, तो इस प्रकार के अनुरोध के साठ दिनों के भीतर या विद्युत विक्री करार (पीएसए) की तिथि से 120 (एक सौ बीस) दिनों के भीतर जो भी अधिक हो, उपयुक्त आयोग द्वारा निर्णय नहीं लिया जाता है, तो खरीददार उपयुक्त आयोग द्वारा इसे लागू करने/अनुमोदित करने में इस प्रकार के अनुरोध के (60 (साठ) से अधिक दिनों के विलंब अथवा विद्युत विक्री करार (पीएसए) 120 (एक सौ बीस) दिनों से अधिक के विलम्ब, जो भी अधिक हो, के अनुसार उत्पादक को चालू करने के एससीएसडी में उचित विस्तार करेगा।

12. बैंक गारंटी/कॉर्पोरेट गारंटी/ भुगतान आदेश पत्र /वचन पत्र

खरीददार को, उत्पादक को आरएफएस की शर्तों में भुगतान करने के लिए निम्नलिखित बैंक गारंटी/कॉर्पोरेट गारंटी/वचन पत्र देना होगा।

12.1 **खंड 9.3 के अनुसार बयाना जमा राशि (ईएमडी),** आरएफएस की प्रतिक्रिया सहित निम्नलिखित रूप में प्रस्तुत की जाएगी:

क) बैंक गारंटी (गारंटियां);

या

ख) भारतीय अक्षय ऊर्जा विकास संस्था (इरेडा)/ पावर फाइनेंस कॉर्पोरेशन लि. (पीएफसी)/आरईसी लि. (आरईसी) से, आरएफएस के संदर्भ में, आरई विद्युत उत्पादक के चूक करने की स्थिति में भुगतान करने के लिए "भुगतान आदेश पत्र/वचन पत्र।

"भुगतान आदेश पत्र" *का तात्पर्य भारतीय अक्षय ऊर्जा विकास संस्था लिमिटेड (इरेडा) या पावर फाइनेंस कॉर्पोरेशन लिमिटेड (पीएफसी) या आरईसी लिमिटेड (आरईसी) [नवीन और नवीकरणीय ऊर्जा मंत्रालय (एमएनआरई) विद्युत मंत्रालय (एमओपी) के अंतर्गत तीन गैर-बैंकिंग वित्तीय संस्थान] से निविदा शर्तों/विद्युत क्रय करार (पीपीए) के संदर्भ में उत्पादक से हुई चूक की स्थिति में भुगतान करने के लिए, वचन पत्र से है। इस तरह के पत्र (पत्रों) का प्रभाव किसी भी सार्वजनिक क्षेत्र के बैंक द्वारा जारी बैंक गारंटी के समान होगा। इस तरह के भुगतान आदेश पत्र में किसी भी सार्वजनिक क्षेत्र के बैंक द्वारा रखी गई बैंक गारंटी की समान नियम और शर्तें होंगी और निर्धारित समय के भीतर खरीददार को भुगतान करने का वादा किया जाएगा। उपरोक्त तीन गैर-बैंकिंग वित्तीय संस्थानों (इरेडा, पीएफसी और आरईसी) को विधिवत् प्रतिभूति प्रदान करके उत्पादक ऐसे पत्र (पत्रों) की मांग कर सकते हैं। खरीददार इरेडा, पीएफसी और आरईसी को छोड़कर किसी भी अन्य गैर-बैंकिंग वित्तीय संस्थानों या बैंक से उपरोक्त या कोई अन्य "वचन पत्र" दस्तावेज स्वीकार नहीं करेगा।*

12.2 **निष्पादन गारंटी (पीबीजी)** खरीददार द्वारा निर्धारित की जाएगी, लेकिन यह ऐसे वित्तीय वर्ष जिसमें बोलियां आमंत्रित की जाती हैं, अनुमानित आरई परियोजना लागत का 5 प्रतिशत (पांच प्रतिशत) से कम नहीं होना चाहिए अथवा आरएफएस में विनिर्दिष्ट कोई अन्य मापदंड के अनुसार होनी चाहिए जिसे पीपीए पर हस्ताक्षर करने के समय निम्नलिखित तरीके से प्रस्तुत किया जाना है:

(क). बैंक गारंटी (गारंटियां);

या

(ख). भारतीय अक्षय ऊर्जा विकास संस्था (इरेडा)/पावर फाइनेंस कॉर्पोरेशन लिमिटेड (पीएफसी) और आरईसी लिमिटेड (आरईसी) में, विद्युत क्रय करार (पीपीए) के संदर्भ में आरई विद्युत उत्पादकों की चूक की स्थिति में भुगतान करने के लिए "भुगतान आदेश पत्र/वचन पत्र";

12.3 अन्य सुधारों के साथ-साथ, यह पीबीजी (या इन दिशानिर्देशों के अनुसार प्रदत्त कोई विकल्प) पीपीए के संदर्भ में उत्पादक की किन्हीं क्षतियों/देय राशियों की वसूली के लिए भुनाई जा सकती है। इसके द्वारा यह स्पष्ट किया जाता है कि पीपीए के अंतर्गत उत्पादक की चूक होने पर पीबीजी को भुनाकर मध्यस्थ खरीददार द्वारा प्राप्त की गई क्षतियों/देय राशियों को इन दिशानिर्देशों के खंड 7.3 के अंतर्गत मध्यस्थ खरीददार द्वारा प्रबंध किए जाने वाले भुगतान सुरक्षा कोष में जमा किया जाएगा। पीबीजी (या इन दिशानिर्देशों के अनुसार उपलब्ध विकल्प) परियोजना के एससीएसडी के 45 दिनों के अंदर उत्पादक को वापस कर दिए जाएंगे। विद्युत की आपूर्ति के आंशिक रूप से चालू करने के मामले में, ऐसी आंशिक क्षमता के अनुसार पीबीजी 45 दिनों के अंदर वापस की जाएगी।

12.4 खरीददार "निष्पादन बैंक गारंटी (पीबीजी)" के रूप में उत्पादक द्वारा प्रस्तुत बैंक गारंटियों को अवमुक्त कर सकता है, यदि उत्पादक भारतीय अक्षय ऊर्जा विकास संस्था लिमिटेड (इरेडा) या पावर फाइनेंस लिमिटेड (पीएफसी) या आरईसी लिमिटेड (आरईसी) से विद्युत क्रय करार (पीपीए) के संदर्भ में उत्पादक की चूक की स्थिति में भुगतान करने के लिए इसके स्थान पर भुगतान आदेश पत्र/वचन पत्र देने में सक्षम हो। उत्पादक कार्यान्वयन एजेंसियों के पास पहले से रखी उनकी बैंक गारंटियों को बदलवाने के लिए उपरोक्त तीन गैर-बैंकिंग वित्तीय संस्थानों (इरेडा, पीएफसी और आरईसी) को समुचित प्रतिभूति प्रदान करके ऐसे पत्र की मांग कर सकता है।

13. प्रमोटर द्वारा शेयरधारिता

13.1 सफल बोलीदाता, यदि वह एकल कंपनी है तो, यह सुनिश्चित करेगा कि एसपीवी/पीपीए निष्पादित करने वाली परियोजना कंपनी में उसकी हिस्सेदारी, खरीददार की पूर्व स्वीकृति के अलावा, एससीएसडी से 1 (एक) वर्ष से पूर्व किसी भी समय, 51% (इक्यावन प्रतिशत) से कम नहीं होगी। यदि सफल बोलीदाता एक संघ है, तो खरीददार की पूर्व सहमति के अलावा एसपीवी/पीपीए का निष्पादन करने वाली कंपनी में समूह के सदस्यों की

संयुक्त हिस्सेदारी एससीएसडी से 1 (एक) वर्ष पूर्व किसी भी समय 51% से कम नहीं होगी। इसके अलावा, सफल बोलीदाता यह सुनिश्चित करेगा कि उसके प्रमोटर खरीददार की पूर्व अनुमति के अलावा एससीएसडी से 1 (एक) वर्ष तक बोली लगाने वाली कंपनी/समूह का नियंत्रण[2] नहीं छोड़ेंगे। ऐसे मामले में यह भी आवश्यक होगा कि सफल बोलीदाता खरीददार के साथ पीपीए पर हस्ताक्षर करने से पूर्व अपने प्रमोटरों तथा उनकी शेयरधारिता के बारे में जानकारी प्रदान करे।

13.2 एससीएसडी से 1 (एक) वर्ष की समाप्ति के बाद शेयरधारिता में किसी प्रकार के बदलाव को खरीददार को सूचना देकर किया जा सकता है।

13.3 यदि उत्पादक ऋणदाता (ओं) के समक्ष चूक करे, तो ऋणदाता खरीददारों की सहमति से "प्रमोटर का प्रतिस्थापन" करने के हकदार होंगे।

[अभिव्यक्ति 'नियंत्रण' का तात्पर्य, प्रत्यक्ष या अप्रत्यक्ष रूप से ऐसी कंपनी के 50% (पचास प्रतिशत) से अधिक वोटिंग शेयरों का स्वामित्व या अधिकतर निदेशकों को नियुक्त करने का अधिकार होगा।]

14. विद्युत की आपूर्ति का आरंभ

14.1 आरई परियोजना और खरीददार/मध्यस्थ खरीददार के बीच विद्युत क्रय करार स्पष्ट रूप से एससीएसडी और आपूर्ति की मात्रा को दर्शाएगा।

14.2. आपूर्ति समय की शुरुआत:

(क). परियोजनाएं सामान्यतः विद्युत की आपूर्ति निम्नानुसार अवधि में शुरु की जाएंगी:-

i. 1000 मेगावाट से कम आकार की परियोजना के लिए, विद्युत क्रय करार के निष्पादन की तिथि से 24 (चौबीस) माह;

ii. 1000 मेगावाट से बड़ी आकार की परियोजना के लिए, विद्युत क्रय करार निष्पादन की तिथि से 30 (तीस) माह;

(ख). तथापि, यदि किसी भी कारणवश, एससीएसडी अवधि को इन दिशानिर्देशों में की गई व्यवस्था से कम अथवा उच्चतर रखने की आवश्यकता है, तो खरीददार ऐसा कर सकता है।

(ग). यह मान लिया गया है कि इन दिशानिर्देशों के खंड 11.5 के संदर्भ में, उपयुक्त आयोग द्वारा ऐसी प्रस्तुति के 60 दिनों या विद्युत विक्रय करार (पीएसए) की तिथि से 120 दिनों, जो भी अधिक हो, के भीतर टैरिफ को अपनाया जाएगा। तथापि, इन दिशानिर्देशों में निहित किसी बात के बावजूद, उपयुक्त आयोग द्वारा टैरिफ को अपनाने में कोई देरी, जो प्रस्तुति के 60 दिन से ज्यादा या पीएसए के 120 दिन से ज्यादा, जो भी अधिक हो, के कारण एससीएसडी में तदनुसार विस्तार किया जाएगा।

14.3. विद्युत आपूर्ति की शुरुआत में विलंब:

एससीएसडी के बाद, विद्युत आपूर्ति की शुरुआत में विलंब की स्थिति में उत्पादक पर शास्तियां लगाई जाएंगी, जिसका विवरण नीचे दिया गया है:

(क) एससीएसडी से 6 (छह) माह तक विद्युत की आपूर्ति शुरू करने, प्रतिदिन आधार पर और संविदा की गई क्षमता के अनुपात में निष्पादन बैंक गारंटी (पीबीजी), या वैकल्पिक साधनों के नकदीकरण में विलंब होने पर

(ख) एससीएसडी से छह माह के बाद से विद्युत की आपूर्ति शुरू करने में विलंब के लिए, निम्नलिखित लागू होगा:

(i) संविदा की गई क्षमता उस परियोजना क्षमता तक घटाई जाएगी जिसने एससीएसडी +6 (छह) माह की अवधि के भीतर विद्युत की आपूर्ति शुरू कर दी है। शेष संविदा की गई क्षमता के लिए पीपीए, जिसने विद्युत की आपूर्ति शुरू नहीं की है, समाप्त हो जाएगा।

(ii) आरई विद्युत उत्पादक को किसी भी खरीददार अथवा किसी मध्यस्थ खरीददार द्वारा जारी बोलियों में भाग लेने से निम्नलिखित अवधि के लिए वंचित किया जाएगा:

(क) प्रथम चूक के मामले में एक वर्ष के लिए

(ख) द्वितीय तथा तदंतर चूक के लिए 2 वर्ष से अधिक तथा तीन वर्ष से कम के लिए

14.4 विद्युत की आपूर्ति की आंशिक शुरुआत

परियोजना की विद्युत की आपूर्ति की आंशिक शुरुआत, खरीददार द्वारा, इस शर्त के अध्यधीन स्वीकार की जाएगी कि पहले और बाद के हिस्से की स्वीकृति के लिए न्यूनतम क्षमता 50 मेगावाट होगी (अंतिम भाग शेष संविदा की गई क्षमता के साथ), बिना उस हिस्से पर पीपीए के संदर्भ में जुर्माना लगाने का पूर्वाग्रह जिसने अभी तक विद्युत की आपूर्ति शुरू नहीं की है। तथापि, विद्युत की आपूर्ति आंशिक रूप से शुरू होने के कारण एससीएसडी में परिवर्तन नहीं होगा। विद्युत की आंशिक या पूर्ण आपूर्ति की तारीखों के बावजूद, पीपीए, बोली में निर्दिष्ट अवधि के लिए, लागू रहेगा।

14.5 पीपीए के बाहर एकल घटक से विद्युत की आपूर्ति की शीघ्र शुरुआत

कई परियोजना घटकों के मामले में और यदि एक या अधिक ऐसे घटक (पवन, सौर या अन्य आरई विद्युत उत्पादन करने वाली प्रणाली) ग्रिड में विद्युत अंतःक्षेपण के तैयार हैं, लेकिन शेष घटक विद्युत की आपूर्ति शुरू करने में असमर्थ हैं, तो उत्पादक को ऐसे घटक से विद्युत की आपूर्ति शुरू करने की अनुमति दी गई है जो पीपीए के कार्यक्षेत्र से बाहर तैयार है, जिसमें अंतिम खरीददार को उस विद्युत के लिए मनाही करने का पहला अधिकार होगा। अंतिम खरीददार द्वारा उस विद्युत की मनाही के बाद, मध्यस्थ खरीददार के पास मनाही का अधिकार होगा। यदि खरीददार/मध्यस्थ खरीददार पीपीए से बाहर इस प्रकार के अलग घटक (घटकों) को खरीदने का निर्णय लेते हैं, तो इस प्रकार की विद्युत लागू संविदा वर्ष के लिए पीपीए के 50% तक के टैरिफ पर खरीदी जाएगी अथवा इस संबंध में विशिष्ट प्रावधान निविदा दस्तावेजों में विनिर्दिष्ट किए जाएंगे।

15. पारेषण कनेक्टिविटी

15.1 जीएनए विनियम के अंतर्गत आईएसटीएस नेटवर्क में पारेषण कनेक्टिविटी प्राप्त करने की जिम्मेदारी उत्पादक की होगी और यह उत्पादक की लागत पर होगा।

15.2 मीटरिंग संबंधी बिंदु, वे बिंदु होते हैं जिन पर खरीददार को आपूर्ति की जाने वाली ऊर्जा को मापा जाएगा, वे सीटीयू/एसटीयू सब-स्टेशन के कम वोल्टेज निरूपित करेंगे। आरई पार्कों के मामले में, मीटरिंग संबंधी बिंदु आईएसटीएस पूलिंग स्टेशन हैं, जिसके साथ सभी पूलिंग सब-स्टेशनों से आंतरिक पारेषण को जोड़ा जाता है। व्हीलिंग प्रभारों और परियोजना तथा मीटरिंग संबंधी बिंदु के बीच की क्षतियों सहित सभी खर्च का भुगतान उत्पादकों द्वारा खरीददार से किसी प्रकार की प्रतिपूर्ति के बगैर किया जाएगा। मीटरिंग संबंधी बिंदु से आगे पारेषण और वितरण के संबंध में व्हीलिंग प्रभारों और क्षतियों सहित सभी खर्च का वहन आयोग द्वारा समय-समय पर अधिसूचित विनियम के अनुसार खरीददार द्वारा किया जाएगा।

16. तकनीकी विशिष्टताएं

परियोजनाओं से आपूर्ति के समय पर आरंभ करने और प्रौद्योगिकी संबंधी जोखिमों को कम करने के लिए खरीददार वाणिज्यिक रूप से सुस्थापित और प्रचालनात्मक प्रौद्योगिकियों को बढ़ावा देगा। चयन की जाने वाली सौर पीवी/पवन/हाइब्रिड विद्युत परियोजनाओं के लिए, विस्तृत तकनीकी मापदंड, एमएनआरई द्वारा, समय-समय पर, निर्दिष्ट किए गए अनुसार होंगे।

17. दिशानिर्देशों में परिभाषित प्रक्रिया से विचलन

इन दिशानिर्देशों का उद्देश्य प्रक्रियाओं में मानकीकरण एवं एकरूपता लाना है ताकि खरीदारी में सत्यता और पारदर्शिता हो। इस तरह, इन दिशानिर्देशों का बोली प्रक्रिया में सख्ती से पालन किए जाने की आवश्यकता है और विद्युत अधिनियम की धारा 63 के अंतर्गत ऊर्जा भंडारण प्रणाली के साथ ग्रिड-संबद्ध नवीकरणीय ऊर्जा (आरई) विद्युत परियोजनाओं से स्थिर तथा प्रेषणयोग्य आरई विद्युत की खरीद के लिए, किसी भी बोली को, इन दिशानिर्देशों के विपरीत, जारी नहीं किया जाएगा। तथापि, यदि खरीददार के लिए इन दिशानिर्देशों से/या एसबीडी से विचलन आवश्यक हो जाता है, तो यह बोली प्रक्रिया की शुरुआत होने से पूर्व ही उपयुक्त आयोग द्वारा अनुमोदन के अध्यधीन होगा। उपयुक्त आयोग, ऐसी याचिका दायर करने के 60(साठ) दिनों के यथोचित समय के भीतर बोली दस्तावेजों को अनुमोदित करेगा या उनमें संशोधन की जरूरत बताएगा।

18. विवाद समाधान

इस स्थिति में, यदि सीईआरसी उपयुक्त आयोग है, तो टैरिफ में बदलाव का दावा करने या कोई टैरिफ निर्धारित करने या किसी टैरिफ संबंधी मामले या ऐसे मामले, जिनसे आंशिक रूप से या पूर्ण रूप से टैरिफ में बदलाव हो सकते हैं, के संबंध में विवाद होने पर सीईआरसी द्वारा फैसला किया जाएगा। अन्य सभी विवादों का समाधान

सरकार द्वारा स्थापित विवाद निवारण समिति द्वारा किया जाएगा, ऐसा न होने पर भारतीय मध्यस्थता एवं समाधान अधिनियम, 1996 के अंतर्गत किया जाएगा। यदि एसईआरसी/जेईआरसी उपयुक्त आयोग हो, तो सभी विवादों पर एसईआरसी/जेईआरसी द्वारा निर्णय किया जाएगा अथवा एसईआरसी/जेईआरसी द्वारा मध्यस्थता के लिए भेजा जाएगा।

19. दिशानिर्देशों के बारे में स्पष्टीकरण और संशोधन

यदि इन दिशानिर्देशों के प्रावधानों को लागू करने में या दिशानिर्देशों की व्याख्या में या दिशानिर्देशों के संशोधन में किसी प्रकार की परेशानी उत्पन्न होती है, तो नवीन एवं नवीकरणीय ऊर्जा मंत्री के अनुमोदन से विद्युत मंत्रालय ऐसा करने के लिए सशक्त है। इस संबंध में निर्णय सभी संबंधित पक्षों पर बाध्यकारी होगा।

20. नवीकरणीय/भंडारण क्रय बाध्यता (आरपीओ)

इस स्कीम के अंतर्गत खरीदे गए नवीकरणीय ऊर्जा उपकरण [आरई स्रोतों के साथ चार्ज की गई ऊर्जा भंडारण प्रणाली ईएसएस) सहित] आरपीओ अनुपालना के पात्र होंगे। यदि आरई विद्युत में पवन, हाइड्रो और अन्य आरपीओ घटक हैं, तो हाईब्रिड संयंत्रों के मामले में अपनाए गए सिद्धांत के अनुसार पवन, हाइड्रो और अन्य आरपीओ के बीच विभाजन होगा। परियोजना में उपयोग की गई ईएसएस क्षमता का उपयोग भारत सरकार के आदेशों अथवा अधिसूचनाओं के अनुसार भंडारण विद्युत दायित्वों को पूरा करने के लिए किया जा सकता है।

21. आईएसटीएस शुल्क और हानियां

विद्युत के पारेषण के संबंध में आईएसटीएस शुल्क और हानियां, जिसमें आरई विद्युत के लिए छूट सम्मिलित है, मौजूदा वर्तमान नियमों और विनियमनों के अनुसार होंगी।

हेमन्त कुमार पाण्डेय, मुख्य अभियंता

MINISTRY OF POWER

RESOLUTION

New Delhi, the 9th June, 2023

Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems

No. 23/03/2023-R&R

1. INTRODUCTION

1.1. Background

1.1.1. In order to facilitate development of grid connected solar power, the first phase of National Solar Mission provided for a scheme of "bundling" wherein, the then relatively expensive solar power was bundled with cheaper thermal power from the unallocated quota of the Government of India (Ministry of Power), generated by NTPC coal-based stations.

1.1.2. With the intervention of Government of India, the risks associated with solar and wind power sector have been brought down through measures as advance arrangement of land and evacuation through solar parks, green energy corridors, a secure and standardized Power Purchase Agreement (PPA) for 25 years with elaborate mechanism for risk apportionment and compensations, payment security, etc.

1.1.3. Such de-risking of renewable energy (RE) sector, coupled with advancement of technologies and economies of scale has resulted in bringing down the tariffs in solar and wind power sector thereby aiding in rapid deployment of solar and wind capacity in the country.

1.1.4. However, the intermittent and variable nature of renewable energy and low-capacity utilization of the transmission system needs to be addressed. The problem will get pronounced with the addition of large-scale renewable capacity. In order to manage the infirm nature of power, electricity distribution companies (DISCOMs) are procuring balancing power to provide grid stability and meeting their requirements during hours /periods of non-availability of renewable energy (RE).

1.1.5. The developments in renewable energy sector, an increased demand for 'green power' and a vision for realising 'true' energy independence for the country, present a case for supply of round-the-

clock/demand based renewable power to the distribution companies(DISCOMs). Such power shall have elements of 'firmness' as well as 'dispatchability'. The objective is to cater to the off-taker's requirements based on demand completely from RE sources.

1.1.6. Section 61 & 62 of the Electricity Act, 2003, provide for tariff regulation and determination of tariff of generation, transmission, wheeling and retail sale of electricity by the Appropriate Commission. Further, section 63 of the Act states that –

A.1 "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."

1.1.7. 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.

1.1.8. These Guidelines are being issued under section 63 of the Act to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding. Firm and Dispatchable RE power means supply of electricity as per the demand profile specified in the RfS/ bidding documents.

1.2. Objectives

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

(a). To provide firm and dispatchable power to the DISCOMs from renewable energy sources;

(b). To facilitate renewable capacity addition and fulfilment of Renewable Purchase Obligation (RPO)/ Storage Power obligations (SPO)requirement of DISCOMs;

(c). To provide a transparent, fair, standardized procurement framework based on open competitive bidding with appropriate risk-sharing between various stakeholders to enable procurement of power at competitive prices in consumer interest, improve bankability of projects and ensure reasonable returns to the investors; and

(d). To provide for a framework for the inter-state/ intra-state, long-term, sale-purchase of power as a further measure to derisk the sector.

2. SCOPE OF THE GUIDELINES

2.1. Applicability of Guidelines

These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of firm and dispatchable power by the 'Procurers', from Renewable (RE) Power Projects ('**RE Projects**'), through competitive bidding.

2.2. Explanations

(a). **'Solar':** The term 'Solar', wherever used in these Guidelines, shall refer to Solar Photovoltaic (PV) technology or the power plant based on such technology.

(b). **'Renewable (RE) Power':** The term 'RE Power', or 'Renewable Power', or 'Renewable Energy Power', wherever used in these Guidelines, shall refer to power from Solar Power Generating Systems, Wind Power Generating Systems, Wind Solar hybrid; or any other renewable energy resource based Generating System or a combination thereof, with Energy Storage System (ESS). It is clarified that ESS charged using a source other than RE power would not qualify as RE power.

(c). **'Firm and Dispatchable RE Power'**: The term 'firm and dispatchable power' denotes, the power profile configuration that is defined in the RfS that is sought to be met by RE power sources and will include configurations like assured peak power, Round the Clock RE with firm delivery of power at rated capacity at any hour of the day as per demand or load following power delivery as specified by DISCOM, RE projects with firm delivery of power for fixed hours of requirement by DISCOMs etc.

(d). **RE Power Generator' (RE-PG)**

(i). The term RE Power Generator'(RE-PG) or Generator', wherever used in these Guidelines, shall refer to a generator and supplier of firm and Dispatchable RE Power with energy storage system, which include RTC RE power Projects capable of supplying energy round the clock as per

demand profile, RE projects with Peak power, fixed hour-based procurement, seasonal procurement etc., along with other profile characteristics as specified in the RfS.

(ii). The bidder/developer shall be responsible for providing renewable energy resource based generating system(s) including solar, wind or any other renewable resource as defined by MNRE for supply of RE Power combined with storage. For this, the bidder/developer shall have either set up storage capacity itself; or tie up with energy storage system developers to meet the project parameters for 'firmness and dispatchability', and submit a single bid for the same, in a particular tender.

(iii). Irrespective of the contractual arrangement between the RE Power Generator and Energy Storage system Developer, if any, all the developer related liabilities, under these Guidelines and the PPA there under, shall be of the entity signing the PPA, and recognised as RE Power Generator' (RE-PG).

(e). **'RE Park':** The term 'RE Park', wherever used in these Guidelines, shall refer to areas or parks developed, in accordance with the Guidelines issued by Central or State Governments, for setting-up of renewable energy power projects, including Solar-Wind Hybrid Power projects.

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

(g). **'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 deemed to be the Authorized Representative of the 'Procurer' and shall, 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.

(h). **'Intermediary Procurer' & 'End Procurer'**

(i). In some cases, an intermediary, as designated by Ministry of New and Renewable Energy, Government of India, or a State Government, may be tasked to aggregate the power purchased from different RE Power developers and sell it to the distribution licensee(s)/consuming entities/open access consumers., In such cases, the distribution licensees/consuming entities/open access consumers shall be the "End Procurer" and the intermediary shall be "Intermediary Procurer" for the purpose of these Guidelines.

(ii). The Intermediary Procurer shall enter into a Power Purchase Agreement (PPA) with the RE Power developer 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. 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 power, the End Procurer shall be deemed to have followed these Guidelines for procurement of power.

(i). **Scheduled Commencement-of-Supply Date (SCSD)**: Scheduled Commencement-of-Supply Date (SCSD) in relation to the contracted capacity shall mean the date corresponding to the date of commencement of supply as indicated in the RfS (Request for Selection).

2.3. 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 and the same needs to be strictly followed for such bidding to be eligible under section 63 of the Electricity Act. However, in case it becomes imperative to deviate from the provisions of these Guidelines, the process to be adopted is specified in Clause 17 of these Guidelines.

2.4. Principles outlined in these Guidelines may be suitably expanded and made exhaustive in the Standard Bidding Documents [consisting of Model Request for Selection (RfS) Document, Model Power Purchase Agreement and Model Power Sale Agreement].

3. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

3.1. Conditions to be met by the Procurer

The Procurer shall meet the following conditions:

3.1.1. Bid Documentation

(a). Prepare the bid documents in accordance with these Guidelines.

(b). Seek approval of the Government 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 17 of these Guidelines.

However, 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.

3.2. Arrangements related to Commencement of Supply

The RfS may specify additional milestones for the project with respect to land acquisition, connectivity etc. as well as regular reporting requirements by the Generator and shall specify penalties with respect to non-compliance with such milestones/requirements. Obtaining all clearances, permits, licenses including arrangement of land and connectivity to the Grid and access (if applicable) prior to scheduled date of commencement of supply of power shall be the responsibility of the Generator and the Procurer shall not be responsible in case of delay in obtaining such clearances, permits, licenses etc.

4. ENERGY MIX

4.1. The Generator shall supply firm and dispatchable RE power, with the prescribed availability against the demand profile as specified in the RfS. Peak hours will be as declared by the DISCOM and specified as such in the RfS. Penalty for not meeting the stipulated availability shall be equal to one and a half times the tariff for the number of units not supplied.

4.2. The Generator has to offer power such that 100% of the annual energy offered corresponds to RE Power. The Generator can, however, source up to 5% RE power (on energy terms) on annual basis from the green market sources/bi lateral agreements towards meeting the supply conditions stipulated in the RfS.

4.3. The developer shall combine the RE generating system with energy storage for ensuring that it achieves the required availability against the demand profile as specified in the RfS and any other performance criteria stipulated in the RfS, provided power from RE sources were used to store energy in the storage system.

5. TARIFF

5.1. A single tariff for supply of firm and dispatchable RE power shall be quoted by the bidders (the "**Tariff**").

5.2. The Tariff shall be quoted at the Delivery Point which shall be at the CTU interconnection point. All charges and losses till the delivery point shall be borne by the Generator.

6. BID STRUCTURE

6.1. **Bids in Power Terms:** The Procurer shall invite the bids in Power Capacity (MW) terms, specifying the total quantum to be contracted by the procurer. Procurer may specify minimum off-take in terms of annual energy in the RfS.

6.2. A bidder can quote for a part of the total quantum to be procured by the procurer. The minimum quantum of power that can be offered by the bidder should be 50MW in order to have economies of scale. Notwithstanding this, on due consideration of availability of land and transmission facility, smaller minimum quantum of power that can be offered by a bidder can be kept in case of North-Eastern States, Special Category States and Projects outside RE Parks and STU Connected Projects, but this should be clearly provided for beforehand in the RfS.

6.3. A maximum of 50 percent of bid capacity can be allocated to a single bidder in a tender.

6.4. **Tariff as the Bidding Parameter:** The bidding evaluation parameter shall be the tariff per unit supply of firm and dispatchable RE power, fixed for the entire term of the PPA. The Procurer shall invite bids wherein the bidder shall quote the Tariff in Rs./kWh. The bidder shall be selected on the basis of least quoted Tariff. Subsequent to the e-reverse auction, the bidder (called the L1 bidder) quoting the least Tariff (called the L1 tariff) shall be allocated the quantum of power offered by him. The capacity allocation shall be on the basis of Bucket filling i.e. capacity quoted by L1 bidder at L1 rates shall be allocated first, then the capacity quoted by the next lowest bidder (called the L2 bidder) at the rates quoted by him (called the L2 rates) may be allocated and so on.

However, the allocation will only be made to the bidders whose bid falls within a pre-defined "Range" from the L1 tariff, as stipulated in the RfS. Thus, after arranging the bidders in the ascending order of tariff, the Project capacities will be awarded only to those bidders whose final price bids are within a range of "L1+x%", in terms of INR/kWh; while the value of "x" generally be two(2) to five (5) and shall be fixed in the RfS.

6.5. Bid submission and evaluation:

(a). Formation of consortium by the 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.

(b). The Procurer shall constitute a 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.

(c). 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 Earnest Money Deposit (EMD) along with the bids.

(d). 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 document shall be considered for further evaluation on the price bids.

(e). 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.

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

(g). The detailed procedure for evaluation of the bid and selection of the bidder shall be provided for in the RfS document.

7. POWER PURCHASE AGREEMENT

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

7.1. PPA Period: The PPA period shall generally be for a period of 20 (twenty) years from the Scheduled Commencement-of-Supply Date (SCSD) or from the rescheduled date of commencement of supply to the extent of extension given by the Procurer on the grounds which are beyond control of the Generator. The PPA may, however, also be fixed for a longer period such as 25 (twenty-five) years. The duration of the PPA must be mentioned upfront in the RfS document. The developers shall be free to operate their plants after the expiry of the PPA period. The developer may upgrade and repower their plants during the PPA period at its own risk and cost; and participate in subsequent bids to the extent of their untied capacity.

7.2. Power Procurement

(a). The procurement shall be in power (MW) terms. The Generator has to ensure supply against the specified conditions like RTC/ Load profile/ number of hours as specified in the RfS, monthly or during peak/night hours as per the conditions specified at Clause 4.1. Number of peak hours will be clearly specified beforehand in the RfS Documents by the Procurer.

(b). It is to be noted that the summation of generation schedule of RE Power by the Procurer from multiple sources and/or locations cannot be more than the Contracted Capacity specified in the RfS or PPA, taking into account the applicable losses. The Generator may, however, apply for connectivity and access (if applicable), in accordance with extant Regulations., .

(c). In order to allow optimization of operation of RE, the Generator is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The Generator may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer.

(d). Developers who have already commissioned RE plants/storage plants or in process of constructing such plants and have untied capacity may also participate in the bid. In such case, they may be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and SCSD.

(e). In case of shortfall in the project availability as defined in the RfS, for reasons attributable to RE Power Generator, the Generator shall be liable to pay to the Procurer, penalty for such shortfall in availability. Penalty for not meeting the stipulated availability shall be equal to one and a half times the tariff for the

number of units not supplied.

(f). The penalty for non-performance shall be as specified in the RfS. The scheduling and its punching thereof at different Regional Load Despatch Centres (RLDCs) / State Load Despatch Centres (SLDCs) (including the injecting, intervening and buyer SLDCs/ RLDCs) shall be the responsibility of Generator only.

(g). **Deviation Settlement Mechanism (DSM):** For deviations from schedule, the DSM (Deviation Settlement Mechanism) shall be applicable as per the prevailing regulations. The DSM charges at the generator end shall be settled by the RE Power Generator.

7.3. Payment Security

Adequate payment security shall be provided as per Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 including amendments and clarification, if any, thereof, issued from time to time. In addition, the Intermediary Procurer may maintain a payment security fund. To be eligible for coverage from the fund, the developer will undertake to pay PSM charges at the rate of 2 paise per unit.

7.4. Force Majeure

7.4.1. The PPA shall contain provisions with regard to Force Majeure definitions, exclusions, applicability and available relief on account of force majeure as per the Industry Standards. The Generator shall intimate the procurer about the occurrence of force majeure within 15(fifteen)days of the start of the force majeure and the procurer shall respond on his claim within 15days of the receipt of the intimation.

7.5. **Generation Compensation for off take 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 Back down in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

7.5.1. **Generation Compensation in off take 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 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 beyond 175 hours in a year, as defined in the PPA	Generation Compensation = *((Tariff X RE power (MW) offered but not scheduled by Procurer)) X 1000X No. of hours of grid unavailability* However, in case of third party sale or sale in the power exchange, as price taker, the 95% of the amount realised , after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

7.5.2. **Payment in case of reduced offtake:** The Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the offtake of power is not done by the Procurer, including non-dispatch of power due to non-compliance with "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of 'must run' status for RE Power, the Generator shall be eligible for payment from the Procurer, corresponding to the reduced off take, in terms of following manner:

Reduced offtake	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a year, as defined in the PPA	Generation Compensation = *((Tariff X RE power (MW) offered but not scheduled by Procurer)) X 1000 X No. of hours of Reduced Offtake* However, in case of third party sale or sale in the power exchange, as price taker, the 95% of the amount realised , after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis..

7.5.3. For claiming compensation, the generator must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the contracted capacity and the quantum of power scheduled by the procurer.

7.6. Event of default

(a). For Delay in commencement of supply of power beyond six months from SCSD, the generator event of default shall be construed to have occurred and consequences shall be in accordance with Clause 14.3.

(b). In the event the Generator fails to maintain a minimum availability continuously for a period specified in the RfS, the Generator shall be in default and the PPA shall be liable to be terminated. Further, the Generator shall be liable to pay to the Procurer, damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of tariff for its contracted capacity with the stipulated availability.

(c). In the event that the Generator assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Generator shall pay to the Procurer, damages, equivalent to 24 (twenty four) months, or balance PPA period whichever is less, of tariff for its contracted capacity with the stipulated availability. 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.

(d). In addition to the levy of damages as aforesaid, in the event of a default by the Generator, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution provisions provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Generator within the stipulated period, the Procurer may terminate the PPA.

(e). If the Procurer/Intermediary procurer is in default on account of reasons including inter alia failure in timely payment of the dues, in accordance with the RfS or repudiation of the PPA, the Generator may terminate the PPA and at its discretion. The defaulting Procurer shall pay to the Generator, damages, equivalent to 24 (twenty four) months, or balance PPA period whichever is less, of charges for its contracted capacity with the stipulated availability.

7.7. CHANGE IN LAW/ REGULATION

The provisions for Change in Law shall be in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by Ministry of Power vide notification dated 22nd October 2021 including amendments and clarification thereof issued from time to time.

8. BIDDING PROCESS

8.1. The Procurer/intermediate procurer shall call for the bids adopting a single stage, two part (Technical Bid & Financial Bid), bidding process to be conducted through electronic mode (e-bidding). The technical bid shall be opened first. The financial bids of only those bidders who qualify in the technical bid shall be opened. E-procurement platforms with a successful track record and with adequate safety, security and confidentiality features will be used.

8.2. The Procurer shall invite the Generators to participate in the RfS for installation of RE Power Plants and supply of RE Power with Energy Storage System, in terms of these Guidelines.

8.3. Developers who have already set up capacity or who have spare untied capacity may also participate in the bid.

8.4. The bidding documents including the RfS and the draft PPA shall be prepared by the Procurer in consonance with these Guidelines and the SBDs, if any.

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

8.6. 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 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.

9. REQUEST FOR SELECTION (RFS) DOCUMENT

The standard provisions to be provided by the Procurer in the RfS document shall include the following and may be suitably expanded:

9.1. Bid Responsiveness

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

(a). Bidder or any of its Affiliates is not a wilful defaulter to any lender.

(b). The Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies.

9.2. Qualification requirements to be met by the bidders

9.2.1. 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 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.

9.2.2. Financial Criteria

(a). Net worth

(i). The Procurer shall specify financial criteria in the form of net worth as a part of the qualification requirement. Considering that the developer is responsible for supply of Firm and Dispatchable Power, the net-worth requirement should be at least 20% (twenty per cent) of the estimated 'RE Project' cost or any other criteria specified in the RfS.

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

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

(b). Liquidity

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

9.3. Quantum of the Earnest Money Deposit (EMD)

Procurer shall specify the Quantum of the Earnest Money Deposit (EMD),which shall not be less than two percent of the estimated capital cost of the 'RE Project' or any other criteria specified in the RfS, in the form of a bank guarantee/ letter of undertaking to pay/ corporate guarantee, to be furnished by the bidders. Forfeiture of EMD or debarring etc., as defined in these Guidelines, shall be undertaken in the event of failure of the Generator to execute the PPA within the stipulated time period.

9.4. Compliance of FDI Laws by foreign bidders

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

10. INDICATIVE TIMETABLE FOR BID PROCESS

10.1. In the bidding process, a minimum period of 22 (twenty-two) days shall be allowed between the issuance of RfS document and the last date of bid submission. The indicative timetable for the bidding process is indicated below:

Indicative Timetable for Bid Process

Sl. No.	Event	Elapsed Time from Zero date
1.	Date of issue of Request for Selection (RfS) document, Project specific draft Power Purchase Agreements and other draft Project Agreements, and the Power Sale Agreement (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 document	**
3.	RfS Bid submission	22days
4.	Evaluation of technical bids	64 days
5.	Evaluation of financial bids and conduction of e-Reverse Auction	99 days
6.	Issuance of Letter of Award (LoA)	110 days
7.	Signing of PPA & 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 8.5 of these Guidelines.*

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

10.2. In normal circumstances, the bidding process is likely to be completed in a period of 110 (one hundred ten) days.

11. CONTRACT AWARD AND CONCLUSION

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

11.2. The procurer shall constitute a committee for evaluation of the RfS bids. 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 document. The evaluation authority should satisfy itself that the price of the selected offer is reasonable and consistent with the requirement. The evaluation committee shall have the right to reject all price bids if the rates quoted are not aligned to the prevailing market prices.

11.3. 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.

11.4. 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 discovered, in terms of Section 63 of the Act, within 15 (fifteen) days of the discovery of the tariffs through e-reverse auction or otherwise, in the transparent competitive bidding process conducted in accordance with these Guidelines.

11.5. Subsequent to the distribution licensee or Intermediary Procurer, as the case may be, approaching the Appropriate Commission for adoption of tariffs under Section 63 of the Act, in case, the Appropriate Commission does not decide upon the same within sixty days of such submission or within 120 (one hundred and twenty) days from the date of Power Sale Agreement (PSA), whichever is more, the Procurer(s) shall grant appropriate extension of time in SCSD to the generators, corresponding to the delay [beyond 60 (sixty) days of submission or 120 (one hundred and twenty) days of PSA whichever is more] in adoption/ approval by the Appropriate Commission, till the date of adoption/ approval by the Appropriate Commission.

12. BANK GUARANTEES/ CORPORATE GUARANTEES/ PAYMENT ON ORDER INSTRUMENTS/ LETTERS OF UNDERTAKING

The Generator shall provide the following bank guarantees/ corporate guarantees/ letters of undertaking to pay to the Procurer in terms of the RfS

12.1. **Earnest Money Deposit (EMD) as per Clause 9.3** 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 of default of the RE Power Generator in terms of RfS , 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 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. 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.*

12.2. **Performance Guarantee (PBG),** to be fixed by the Procurer, but not to be less than 5% (five percent), of the estimated RE Project cost, for the financial year in which the bids are invited, or any other criteria specified in the RfS, 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 of default of RE Power Generator in terms of Power Purchase Agreement (PPA), from Indian Renewable Energy Development Agency (IREDA)/ Power Finance Corporation Limited (PFC) and REC Limited (REC);

12.3. In addition to the other remedies, this PBG (or alternatives provided thereto as per these Guidelines) can be encashed to recover any damages/dues of the 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 generator under the PPA, shall be credited to the Payment Security Fund to be maintained by the Intermediary Procurer under Clause 7.3 of these Guidelines. PBG (or alternatives provided thereto as per these Guidelines) shall be returned to the generator within 45 days of the SCSD of the project. In case of part commencement of supply of power, PBG corresponding to such part capacity, should be released within 45 days.

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

13. SHAREHOLDING 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 SCSD 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) years from the SCSD, except with the prior approval of the Procurer. Further, the successful bidder shall ensure that its promoters shall not cede control[7] of the bidding company/ consortium till 1 (one) years from the SCSD, 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) years from the SCSD can be undertaken under intimation to Procurer.

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

[7The 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. COMMENCEMENT OF SUPPLY OF POWER

14.1. The Power Purchase Agreement between the RE Project and Procurer/Intermediate procurer shall clearly indicate the SCSD and quantum of supply.

14.2. Commencement of Supply Schedule

(a). The projects shall generally commence supply of power, within a period of :

(i). 24 (twenty-four) months from the date of execution of the Power Purchase Agreement, for project size not more than 1,000 MW;

(ii). 30 (thirty) months from the date of execution of the Power Purchase Agreement, for project size more than 1,000 MW.

(b). However, if for some reason, the SCSD period needs to be kept shorter or longer than that provided in these Guidelines, the Procurer can do the same.

(c). It is presumed that in terms of Clause 11.5 of these Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission or within 120 days from the date of Power Sale Agreement (PSA), whichever is more. However, notwithstanding anything contained in these Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 days of submission or 120 days of PSA whichever is more, shall entail a corresponding extension in SCSD.

14.3. Delay in Commencement of Supply of Power

Delay in commencement of supply of power, beyond the SCSD shall involve penalties on the Generator, as detailed below:

(a). For Delay in commencement of supply of power up to 6 (six) months from SCSD, encashment of Performance Bank Guarantee (PBG), or alternate instruments, on per day basis and proportionate to the contracted capacity that has not commenced supply of power.

(b). For Delay in commencement of supply of power beyond six months from SCSD, the following shall be applicable:-

(i). The contracted capacity shall stand reduced to the project capacity that has commenced supply of power within the period of SCSD plus 6 (six) months. The PPA for the balance contracted capacity that has not commenced supply of power shall stand terminated.

(ii). The RE Power Generator shall be debarred from participating in bids issued by any procurer or any intermediary procurer for the following period:

a. For one year in case of first default

b. For not less than 2 years and not more than 3 years for second and any subsequent defaults.

14.4. Part Commencement of Supply of Power

Part Commencement of Supply of Power of the Project shall be accepted by the Procurer subject to the condition that the Minimum Capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, the SCSD will not get altered due to part-commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the bid.

14.5. Early Commencement of Supply of Power from single component outside PPA

In case of multiple project components and if one or more such component (wind, solar or other RE Power generating system) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the Generator will be allowed to commence supply of power from such component which is ready outside the ambit of PPA, with first right of refusal for such power being vested with the End Procurer. Subsequent to refusal of such power by the End Procurer, the right of refusal shall vest with the Intermediary Procurer. In case the Procurer/Intermediary Procurer decides to buy such discrete component(s) power outside the PPA, such power shall be purchased at upto 50% of the PPA Tariff for the applicable Contract Year or specific provisions in this regard will be stipulated in the tender documents.

15. TRANSMISSION CONNECTIVITY

15.1. The responsibility of getting Transmission Connectivity to ISTS network under GNA regulation will lie with the Generator and shall be at the cost of Generator.

15.2. The Metering Points, which are the points at which energy supplied to the Procurer shall be measured, shall be the low voltage side of the CTU/STU substation. In case of RE parks, the metering point is the ISTS pooling station 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 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 as per the regulation notified by the Commission from time to time.

16. TECHNICAL SPECIFICATIONS

Procurers shall promote commercially established and operational technologies to minimize the technology risk and to achieve the timely commencement of supply from the Projects. The detailed technical parameters, for Solar PV/Wind/Hybrid Power Projects to be selected, shall be as specified by MNRE from time to time.

17. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

The objective of these Guidelines is to bring standardization & uniformity in processes so that there is fairness & transparency in procurement. As such, these Guidelines need to be strictly followed in the bidding process and no bid, under section 63 of the Electricity Act, for procurement of Firm and Dispatchable RE power from grid-connected Renewable Energy (RE) power projects, with Energy Storage System shall be issued in contravention to these Guidelines. However, in case it becomes imperative for the Procurer to deviate from these Guidelines and/or the SBDs, the same shall be subject to approval by the Appropriate Commission before the initiation of bidding process itself. The Appropriate Commission shall approve or require modification to the bid documents within a reasonable time not exceeding 60 (sixty) days of filing such petition.

18. DISPUTE RESOLUTION

In the event, CERC is the Appropriate Commission, any dispute that 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 the Dispute Resolution Committee set up by the Government, failing which by arbitration under the Indian Arbitration and Conciliation Act, 1996. In the event SERC/JERC is the Appropriate Commission, then all disputes shall be adjudicated by the SERC/JERC or shall be referred for arbitration by the SERC/JERC.

19. 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 Power 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.

20. RENEWABLE/STORAGE PURCHASE OBLIGATION (RPO)

The renewable energy component [including Energy Storage System (ESS) component charged with RE sources] bought under this Scheme shall be eligible for RPO compliance. If RE power has wind, hydro or other RPO component, the apportionment of RPO between wind, hydro or other RPO shall be on the lines of principle adopted in case of hybrid plants. The ESS capacity used in the project can be used for fulfilling the Storage Power Obligations as per the GoI orders or notifications.

21. ISTS CHARGES AND LOSSES

ISTS charges and losses on transmission of power, including waiver for RE power, shall be as per extant rules and regulations.

HEMANT KUMAR PANDEY, Chief Engineer

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

Annexure II

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GUVNL	**Gujarat Urja Vikas Nigam Limited**	Azadi Ka Amrit Mahotsav
	Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007	
	CIN U40109GJ2004SGC045195 — An ISO 9001:2015 Certified Company. Phone: 0265-2311797, Fax No. 0265-2327483	
No : GUVNL / GM (RE) /FDRE/ 1457		Date : 04.11.2023

To,
Ms Bhakti Shamal,
I/C Additional Secretary (Estt/Energy),
Energy & Petrochemicals Department,
Government of Gujarat,
5th Floor, 5th Block,
Sachivalaya,
Gandhinagar – 382 355

Sub.: Proposal for seeking approval for deviation from New Guideline dated 09.06.2023 issued by Ministry of Power for tariff based competitive bidding process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems.

Ref.: (1) Ministry of Power, GoI notification dated 09.06.2023.

Madam,

Ministry of Power has published new guidelines for tariff based competitive bidding process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems in the Gazette of India on 09.06.2023 (**Flag A**). Firm & Dispatchable power includes configurations like "assured peak power, Round the Clock RE with firm delivery of power at rated capacity at any hour of the day as per demand or load following power delivery as specified by DISCOM, RE projects with firm delivery of power for fixed hours of requirement by DISCOMs etc." These guidelines are applicable to future tenders as well as on-going tenders where in the last date of bid submission is after the date of notification of these guidelines. The guidelines contains provisions regarding Bidding structure, PPA timeline, payment security, generation compensation, bidding process, bank guarantee, event of default, change in law, etc.

Specific Guidelines for Grid Connected Renewable Energy Power Projects with Energy Storage Systems were not available earlier. At present, Model standard Bid documents are not issued by MoP.

MoP guidelines clause No. 3.1.1(b) states to seek approval of the Government 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 17 of these Guidelines. Clause 17 of the guideline states that In case it becomes imperative for the

Procurer to deviate from these Guidelines and/or the SBDs, the same shall be subject to approval by the Appropriate Commission before the initiation of bidding process itself.

Moreover, MoP Guideline clause 3.2 states that the RfS may specify additional milestones for the project with respect to land acquisition, connectivity etc.as well as regular reporting requirements by the Generator and shall specify penalties with respect to noncompliance with such milestones/requirements. To accommodate this requirement for proper monitoring of the project after execution of PPA, milestones and periodic reporting requirement along with relevant penalty for noncompliance of milestones is prepared for the RfS and PPA document. Same is shown in Annxure-A.

After careful consideration of various provisions of the guideline, It is proposed to take deviations from the following clauses of the new guidelines of MoP with justification to make modifications in the relevant clauses of RfS & PPA documents for Tenders of Firm & Disptachable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems:

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
1	6.3 BID STRUCTURE A maximum of 50 percent of bid capacity can be allocated to a single bidder in a tender.	Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be eligible to bid upto 100% bid capacity of the RfS.	GUVNL seeks deviation from guideline clause as this condition may result in sub-optimal rate discovery. Further, if any bidder offers a better rate for the entire quantum, there is no reason to give some capacity to the L2 party. In view of above, the deviation in above clause is proposed
2	7.2 (C) –Power Procurement	In The RPD is allowed to supply power in excess of the	Guideline does not mandate any

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Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
	In order to allow optimization of operation of RE, the Generator is allowed to supply power from the RE power plant in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer.	Contracted Capacity to any third party or power exchange, subject to No Objection from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL as per PPA. GUVNL may purchase such part/full excess power at PPA tariff. In case GUVNL does not agree to purchase such excess energy, the RPD will be free to sell such energy to a third party or power exchange. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal.	maximum DC capacity for the contracted AC capacity and also requirement of CUF fulfillment criteria is annual basis. Generator may design excess capacity and fulfill the quantum earlier than schedule during lean period of power demand and sell the excess generation at higher tariff during peak demand periods. Also generator may get higher tariff during the peak period of power demand, generator may sale power to third party or power exchange. To avoid such instances, it is proposed for deviation to add "first right of refusal to be vested with GUVNL."

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
3	*7.7. **Change in Law:** The provisions for Change in Law shall be in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by Ministry of Power vide notification dated 22nd October 2021 including amendments and clarification thereof issued from time to time.*	The Change In Law clause as attached at ***Annexure – C.***	In this context, it is to state that Change in Law clause under the new Guidelines may be used as a tool for seeking frequent tariff revision and result into litigations / Petitions. Further, it may create uncertainty in tariff to DISCOMs and/or end consumers as the scope of change in law is too wide which may create ambiguity to figure out the implications related thereto. GUVNL has therefore modified the Change in Law clause in the earlier wind and solar tenders invited by GUVNL specifying instances of Change in Law resulting into additional tax or surcharge or cess

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
			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 to be pass through. Which has already been approved by GERC for Solar tenders in Petition no. 1706/2018 & 2069/2022 vide daily order Dtd.15.03.2018 and 19.05.2022 respectively. Any other post-bidding increase in costs should be risk factored by the Developer and the same shall not be allowed as pass-through as it may unnecessarily increase the uncertainty and burden on end consumers at

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
			large. Further as per the guidelines the bidder/developer shall have either set up storage capacity itself; or tie up with energy storage system developers to meet the project parameters for 'firmness and dispatchability', and submit a single bid for the same, in a particular tender. As this tie-up may change by developer which can cause further litigations for change in Law. Hence, Above deviations are put up for approval.
4	7.4- 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. The Generator shall intimate the procurer about the occurrence of force majeure	The Force Majeure' clause as attached at ***Annexure – B.***	The clause 7.4 of new Guidelines is very broad and general in nature, which may lead to litigations with the Developers. Also the definition of Industry Standards is

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Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
	within 15 (fifteen) days of the start of the force majeure and the Procurer shall respond on his claim within 15 days of the receipt of the intimation."		ambiguous. Force majeure as proposed provides better clarity and specification with regard to force majeure events to avoid future litigations. Therefore, it is proposed to keep the clause as per present tenders of GUVNL which clearly specifies the events of force Majeure and offers better clarity. Proposed change in Force Majeure' is already approved by GERC for Solar tenders in Petition no. 1848/2019 vide daily order Dtd. 13.01.2020.
5	**Indicative Timetable for Bid Process:** Clause 9.1 (6): Issuance of Letter of Award (LoA) after evaluation of financial bids and conclusion of e-Reverse Auction.	**Issuance of LOIs** At the end of selection process, Letters of Intent (LOIs) will be issued to the Successful Bidders discovered through e-RA. The LOIs shall be awarded for the Contracted Capacity as quoted	The event of signing of PPA is always subject to adoption of tariff by commission. In the event of non-adoption of

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
		by the respective successful bidder, or the partial Contracted Capacity, as the case may be. In case of a Consortium being selected as the successful Bidder, the LOI will be issued to the Lead Member of the Consortium.	tariff, In the event of non-adoption of tariff after the issuance of LOA, it may give rise to a litigation in future. Therefore, it is proposed to continue with the clause as per current tenders regarding issuance of Letter of Intent (LOI) to the Successful Bidder and PPA is to be signed after the adoption of tariff by the Commission. Therefore GUVNL may continue with the present clause regarding issuance of Letter of Intent (LOI) as per current tenders.
6	Tariff Clause 5.2, The Tariff shall be quoted at the Delivery Point which shall be at the CTU interconnection point. All charges and losses till the delivery point shall be borne by the Generator.	Delivery Point in respect of for park and non-park based projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU at which the project	As per prevailing practice for GUVNL tenders, the delivery point will be at STU (i.e. GETCO) periphery. As guidelines

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
		is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of for park and non-park based projects connected with Inter State Transmission Network shall be the point or points of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO.	have provisions for multiple sources and/or locations, developers may have project capacity within a state or at multiple location outside the state. It is proposed to take deviation from guideline as multiple project locations can have CTU/STU injection point at various locations. However, GUVNL has specified that delivery/interconnection point shall be at GETCO/STU periphery for both park and non-park project developers to get the power delivered at grid system of GETCO/STU. All charges and losses upto the delivery point of GETCO/STU shall be borne by the Developers.

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
7	Role of State Nodal agency not specified	9. "Commercial Operation Date" with respect to the Project shall be the date certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat.	It is proposed that, GUVNL shall specify in the tender documents that "Commercial Operation Date" with respect to the Project shall be the date certified by GEDA in case the project is located in Gujarat or as certified by Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat. In the existing RE tenders of GUVNL, GEDA is specified as State nodal agency for RE projects and role of GEDA is to provide necessary support to facilitate the required approvals and sanctions so as to achieve commissioning of the Projects

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
			located in the Gujarat.
8	Not Specified	**Delay in Commencement of power supply on Account of Delay in Transmission system** The responsibility of obtaining connectivity under General Network Access (GNA) up to the injection point shall be of the RPD for sale of power the GUVNL. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU/STU and/or there is a delay in readiness of the ISTS/STU substation at Injection point(s) [for non co-located projects], including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network until SCSD of the Project, and it is established that: i. The RPD has complied with the complete application formalities for connectivity at STU/CTU and as per the Detailed Procedure as issued by the CTU/STU, ii. The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and iii. The delay in grant of connectivity/GNA by the CTU/STU and/or delay in readiness of the ISTS/STU	As establishment of new transmission network is not under the direct control of RPD, there are chances that project is ready for commissioning But, evacuation facility is not ready on account of CTU/STU/other delays for which RPD is not directly responsible. Hence, it is proposed for deviation to add the clause "Delay in Commencement of power supply on Account of Delay in Transmission system" to avoid the litigations / Petitions for the project timelines.

Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
		substation at the Injection Point(s), including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD; The above shall be treated as delays beyond the control of the RPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Injection Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by GUVNL. In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the RPD, GUVNL may extend the SCSD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the RPD, extension requests under this clause shall be dealt by GUVNL on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Clause, the phrase "change in Project location" or its similar connotations, shall	

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Sr. No.	MoP Guidelines (2023) for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected RE Power Projects with ESS	Proposed deviations in future Tender/PPA clauses.	Justification
		refer solely to change in Injection Point(s) of the Project. Further, in case of delay in commencement of power supply on account of reasons solely attributable to the RPD, resulting in any liquidated damages/penalty levied on the GUVNL including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the RPD.	

It is a common guidelines for procurement of RE Power with energy storage system under different configuration (i.e. RE RTC, Assured Peak Power and Demand Based Profile). Accordingly the RfS and PPA conditions will have minor changes for each configuration as mentioned above keeping the remaining conditions similar.

State Govt. is requested to accord an approval for the above proposal regarding deviation from the new Guidelines to incorporate the same in the current and future competitive bidding tenders of GUVNL for Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems.

Thanking you,

Yours sincerely,

4/11/2023

(H N Shah)
General Manager (RE)

Encl.: Annexures as per above.

Annexure – A

Arrangements related to Commencement of Supply

RPD shall submit quarterly project report in the month of February, May, August and November showing specific status of the following milestones for performance monitoring of the Projects from the date of issuance of LoI;

a. Application of registration of project with GEDA in case project is to be set up in the Gujarat and Respective State Nodal Agency of the states in case of project is to be set up outside of Gujarat.
b. Connectivity application
c. Financial Closure
d. Award of EPC contract
e. Solar PV Module Supply Agreement
f. WTG Supply agreement
g. Land acquisition
h. Civil work status
i. Erection work status
j. Commissioning

In addition to above, selected bidders shall achieve 'Financial Closure' and 'Land acquisition' as under:

Financial closure: "Financial Closure" shall mean arrangement of necessary funds by the Power Producer either by way of commitment of funds by the Company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance. At this stage, Power Producer shall ensure submission of documents / certificates evidencing the tie up of project cost through internal resources and /or through external Financing Agency and Implementation and Service Agreement executed with SPPD. The Power Producer shall obtain financial closure within twelve (12) months from date of execution of PPA for Non-Park & Park based tenders. 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 plus GST (As Applicable). In case of any delay in depositing this extension charge, the Power Producer has to pay an 2 interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year).

Land Acquisition: "Land Acquisition" shall mean acquisition of required land to establish Solar PV Project by the Power Producer either by way of purchase of land or through lease/rent of the land. At this stage, Power Producer shall ensure submission of notarized copy of sale deed or / and lease / rent agreement evidencing the acquisition of land. The Power Producer shall acquire land for the project within eighteen (18) months from date of execution of PPA for Non-Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Land Acquisition date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents. An extension

for the acquisition of land 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 plus GST(As Applicable). 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 Land Acquisition @ SBI MCLR (1Year).

GUVNL shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance documents. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the RPD.

This extensions granted for "Financial Closure" and "Land Acquisition" milestones on payment of extension charges will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. 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.

ANNEXURE - B

PPA ARTICLE : FORCE MAJEURE

11.1 Force Majeure Events

a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the RPD 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 CTU/GETCO/ DISCOMs;

x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

xi) 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 Injection Point(s), 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 Injection Point and the power evacuation and transmission infrastructure of the ISTS / InSTS network, with which the Project Developer applies for connectivity,

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shall be scheduled for completion on or before the SCSD 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 injection point, including readiness of the power evacuation & transmission infrastructure of the ISTS / InSTS network until SCSD of the project and it is established that;

(c) The RPD has complied with the complete application formalities as per the connectivity procedure(s) and in this regard as notified by the CERC / GERC / CTU / STU and

(d) The delay in grant of connectivity / LTA by CTU / STU and / or delay in readiness of the ISTS / InSTS sub-station at the injection point(s), 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 15 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.

11.2 Available Relief for a Force Majeure Event:

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

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

ANNEXURE - C

PPA ARTICLE : CHANGE IN LAW

12.1 Definition

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

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

b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty and/or custom dutyand or Goods and Services Tax including surcharge thereon which have direct effect on the Project cost.

12.2 Relief for Change in Law

12.2.1 In case Change in Law on account of 12.1.1 (a) above results in the RPD'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 RPD shall be appropriately increased or decreased with due approval of GERC.

12.2.2 In case of Change in Law on account of 12.1.1 (b) above, the RPD shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of INR 2.0 Lakh per MW in the Project Cost incurred upto the Scheduled Commercial Operation Date upon submission of proof of payment made by the RPD towards safeguard duty and/or anti-dumping duty and/or custom duty and or Goods and Services Tax to the concerned Authority and with due approval of GERC. Change in law shall be limited to the installed capacity required for the supply of contracted power.

12.2.3 The RPD / GUVNL or the RPD, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

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

No. REN/e-file/20/2023/2182/B1
Government of Gujarat
Energy & Petrochemicals Department
Sachivalaya, Gandhinagar

To,
Managing Director,
Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course Road,
Vadodara.

Sub: Deviation from New Guideline dated 09/06/2023 issued by Ministry of Power for tariff based competitive bidding process for long term procurement of Firm and Dispatchable Power from grid connected Renewable Energy Power Projects with Energy Storage Systems.

Ref: 1) MoP's resolution no. 23/03/2023-R&R dtd. 09/06/2023
2) GUVNL's letter no. GUVNL/GM (RE)/FDRE/1457 dtd 04/11/2023

Sir,

With reference to the above cited subject, your proposal for seeking approval of the Government for deviations from the new guideline dated 09/06/2023 issued by the Ministry of Power (MoP) for tariff based competitive bidding process for long term procurement of Firm and Dispatchable Power from grid connected Renewable Energy Power Projects with Energy Storage Systems, has been reviewed at Government level. In accordance with your proposal, approval has been granted within the scope of the above guidelines of MoP.

Yours faithfully,

(Kuldipsinh Zala)
Section Officer
Energy & Petrochemicals Department

Signature Not Verified
Signed by:Kuldipsinh Hanubha Zala
Section Officer-HC)
Date: 2023.11.21 15:47:40 +05:30

File No: EPCD/REN/e-file/20/2023/2182/B1 Section
Approved By: Kanubhai Mohanlal Desai(Cabinet Minister,Minister Of

Open the document in Adobe Acrobat DC to verify the E-sign

REQUEST FOR SELECTION (RfS)

Selection of RE Power Developers for Procurement of 500 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects in India under Tariff-based Competitive Bidding

(GUVNL-FDRE-I)

RfS No. GUVNL / 500 MW / FDRE (Phase I) dated .2024

(Tender Search Code @: GUVNL-2024-TN000___)

ISSUED BY

GUJARAT URJA VIKAS NIGAM LTD

SARDAR PATEL VIDYUT BHAVAN, RACE COURSE VADODARA-390007

TEL NO.0265-2311797

WEBSITE: WWW.GUVNL.COM

DISCLAIMER

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

2. Gujarat Urja Vikas Nigam Limited (GUVNL) reserves the right to modify, amend or supplement this RfS document including the draft PPA.

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

4. 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.

5. In case of any discrepancy in the documents uploaded on the websites of GUVNL, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: Vadodara Date:

BID INFORMATION SHEET

Document Description	RfS for Selection of RE Power Developers for Procurement of 500 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects in India under Tariff-based Competitive Bidding (GUVNL-FDRE-I)
RfS No. & Date	GUVNL / 500 MW / FDRE (Phase I) dated ...2024
Downloading of tender documents	From 2024
Pre-bid Conference / Clarification Meeting	Bidders interested to participate in the pre-bid meeting are required to get themselves registered on or before.. **2024** by sending an email to eere1.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 ...**2024**. The pre-bid meeting is scheduled on ...**2024** through video conferencing. GUVNL will forward the link of video conferencing to registered bidders on the email address registered with GUVNL. Any clarification and/or revision in the Tender Documents i.e. RfS & PPA shall be uploaded on GUVNL's website and https://www.bharat-electronictender.com Bidding Portal.
Last Date &Timefor a) Online Submission of Response to RfS ("Bid Deadline") and b) All documents as per Section 29 physically at GUVNL office, Vadodara	a) Online Submission – Date :2024 Time: 5:00 PM ("Bid Deadline") b) Offline Submission – Date :2024 Time: 5:00 PM

Technical Bid Opening	Date :....2024 Time : 11.00 AM
Financial Bid Opening and Reverse e-auction	Date :...**2024** 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)	INR 25,000/- plus 18% GST to be submitted in the form of DD, along with the response to RfS in favour of "Gujarat Urja Vikas Nigam Ltd", payable at Vadodara **OR** through **NEFT / RTGS** the details of which shall be mentioned in Electronic Form on e-bidding portal For reference, the details of GUVNL are as under:- **Name of Bank** – State Bank of India **Bank Account No.** – 10565103714 **IFSC CODE** - SBIN0001946 **GST No.** : 24AACCG2861L1ZK **PAN**: AACCG2861L
Processing Fee (non-refundable)	**INR 15.0 Lakhs** plus 18% GST, to be submitted in the form of DD along with the response to RfS in favor of "Gujarat Urja Vikas Nigam Ltd", payable at Vadodara **OR** through **NEFT / RTGS** the details of which shall be mentioned in Electronic Form on e-bidding portal. **Name of Bank** – State Bank of India **Bank Account No.** – 10565103714 **IFSC CODE** - SBIN0001946 **GST No.** : 24AACCG2861L1ZK **PAN**: AACCG2861L The payment transaction detail and SFMS confirmation for issuance of BG shall be forwarded to GUVNL on ja6com.guvnl@gebmail.com
EMD	Earnest Money Deposit @ ***Rs. [9,28,000 * S + 12,64,000 * W] *D + 3,66,000 * E [Refer Clause 17 of RfS]*** 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 payment transaction detail and SFMS confirmation for issuance of BG shall be forwarded to GUVNL on ja6com.guvnl@gebmail.com
Name, Designation, Address and other details (For Submission of Response to RfS)	**General Manager (RE)** Gujarat Urja Vikas Nigam Ltd Sardar Patel Vidyut Bhavan, Race Course, Vadodara - 390007 Tel No. 0265-2311797 Website-www.guvnl.com
Details of persons to be contacted in case of any assistance is required from GUVNL.	**1) General Manager (RE)** (M):+91-9925213827 E-mail: gmre@gebmail.com **2) Superintending Engineer (RE1)** (M):+91-9925208486 E-mail: eere2.guvnl@gebmail.com **3) Executive Engineer (RE)** (M): +91-9913911655 Email : eere1.guvnl@gebmail.com
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites www.guvnl.com and https://www.bharat-electronictender.comNo separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

For conducting the e-bidding, GUVNL is using the portal https://www.bharat-electronictender.com, (e-bidding Portal). Bidders may register themselves online with the portal service provider (if they are not already registered), as 'Supply organization/ Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to the portal service provider, through the payment gateway facility of the E-bidding Portal as indicated in the e-bidding Portal, and subsequently download the RfS and other Bid Documents from the E-bidding Portal.

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

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

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

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

Bids must be submitted strictly in accordance with Sections of the RfS. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.

Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred websites.

SECTION 1.

INTRODUCTION & INVITATION FOR BIDS

1 Background &Introduction

1.1 Gujarat Urja Vikas Nigam Ltd (herein after referred to as "GUVNL") is a company incorporated under the Companies Act 1956 and is the successor of and also the holding company of other reorganized 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 notified by the Government of Gujarat.

1.2 In order to fulfill the renewable power purchase obligation (RPPO) and to meet the future requirements of DISCOMs, with the intention of getting Round The Clock (RTC) RE power, GUVNL intends to hold a tariff based competitive bidding process and procure RE power up to capacity of 500 MW (FDRE Phase I) [conducted through electronically facilitated online web based portal followed by reverse auction].

1.3 With the objective to provide firm and dispatchable RE (FDRE) power to the DISCOMs through renewable energy sources, to facilitate the scale up of renewable capacity addition and achieve economies of scale, to facilitate fulfillment of RPO requirement of the obligated entities, Ministry of Power has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems," vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 to enable procurement of FDRE by DISCOMs from grid-connected RE Power, complemented with Energy Storage, through tariff based competitive bidding process. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.

1.4 As part of the guidelines, GUVNL invites proposal for setting up of Grid Connected RE Projects for supply of 500 MW Firm and Dispachable RE Power, in a demand following manner, on build-own-operate (BOO) basis. The bidders selected by GUVNL based on this RfS, shall set up RE projects in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). PPA format has been enclosed and can be downloaded from https://www.bharat-electronictender.com.

1.5 **Not Applicable**

1.6 GUVNL shall enter into PPA with successful bidders for the term of the PPA as defined in the draft PPA. The bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, benefits from trading of carbon credits, etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided

to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on GUVNL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

1.7 Bidders who have already commissioned RE plants/storage plants or are in process of constructing such plants and have untied capacity may also participate under this RfS. In such case, they will be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commencement of Supply Date (SCSD). It is clarified that the Bidders who have already signed PPAs with any entity as on the bid submission deadline, are not allowed to suo-moto terminate such PPAs and participate in this RfS for the respective project(s).

2 *Invitation for Bids*

2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of GUVNL and the Bidder/RPD shall be governed by the RfS Documents/Agreement signed between GUVNL and the RPD for the Project. A link of the same is also available at www.guvnl.com. Interested bidders have to download the official copy of RfS & other documents after logging into the website-Bidding Portal by using the Login ID & Password provided by portal service provider during registration *(Refer Annexure – D)*.

2.2 Interested Bidders have to necessarily register themselves on the portal https://www.bharat-electronictender.com ("ETS portal") through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, Gurugram, to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

They may obtain further information regarding this RfS from the registered office of GUVNL at the address given on the Bid Information Sheet from 11:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also

mentioned on the Bid Information Sheet. GUVNL in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the RfS.

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

2.4 Bidder shall submit bid proposal along with non-refundable RfS Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD shall not be considered for the bidding and such bids shall not be opened by GUVNL. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

2.5 RfS documents can be downloaded from the ISN-ETS Portal or from GUVNL's website. It is mandatory to download official copy of the RfS Document from the portal to participate in the RfS. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on GUVNL website also. However, incase of any discrepancy, the information available on ISN-ETS website shall prevail. GUVNL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.6 **INTERPRETATIONS**

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

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

SECTION 2.

SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

3.1 Under this RfS, the RE Power Developer (RPD) shall set up Gujarat STU or CTU Sub-station connected RE Power Project(s) Anywhere in India, including the dedicated transmission network up to the Interconnection Point(s), with the primary objective of supplying RE power to GUVNL, at its own cost and as per the provisions of the RfS and PPA.

3.2 Identification of land, installation and ownership of the Project(s), along with obtaining connectivity and necessary approvals and interconnection with the transmission network of ISTS/STU or InSTS (as applicable) for supply of power to GUVNL, will be under the scope of the RPD.

3.3 The Projects to be selected under this scheme provide for deployment of RE Power Projects. However, the selection of Projects would be technology agnostic.

4 Total capacity offered

4.1 Selection of RE Power Projects for a total Contracted Capacity of 500 MW will be carried out through e-bidding followed by e-Reverse Auction process.

4.2 Configuration for **Firm and Dispatched** peak power and RE Power

i. RE Projects are required to be designed for interconnection with the CTU or Gujarat STU substation at voltage level of 220kV or above for CTU connection and 66kv and above for Gujarat STU connection. Delivery of energy shall be considered at GETCO periphery for CTU connected projects.

ii. The RfS has been issued for procurement of cumulative "Contracted Capacity" of 500 MW, which corresponds to Firm and Dispachable RE (FDRE) Power from the Projects.

iii. Energy Storage Systems (ESS) shall mandatorily constitute part of the Project. It is clarified that ESS charged using a source other than RE power would not qualify as RE power. For avoidance of any doubt, it is hereby clarified that ESS may be owned by the RPD or may be tied-up separately with a third party by the RPD, for supply of power. The ESS technology can be changed by the RPD at any time during the Term of the PPA. Any change in the ESS component during the term of the PPA may be at risk and cost of the RPD and also under intimation to GUVNL

iv. The capacity (in MW) quoted by the Bidders in the Covering Letter (and the LOI issued by GUVNL) shall mean "Contracted Capacity".

v. For a Contracted Capacity of 250 MW (for e.g.), the "Installed Capacity" as per the General Network Access (GNA) Regulations can be more than Contracted Capacity. Project Capacity shall mean rated AC capacities of Solar PV, Wind power and other RE

based components along with energy storage as committed to be installed under the PPA, and shall be equal to the installed capacity committed under the Connectivity granted under the GNA Regulations. It is to be noted that prior to commencement of supply of power under the PPA, the installation and commencement of power supply from the corresponding committed rated capacity of RE generating components as declared in the PPA, may be verified by the GUVNL.

vi. A "Project" under the RfS and PPA refers to the "RE Project", along with ESS, which forms part of the FDRE configuration declared under the PPA. For avoidance of doubt, it is clarified that a single RPD may break up the cumulative awarded Contracted Capacity into multiple Projects. Each such Project may comprise any combination of RE components and ESS within the provisions of the RfS. In case the RPD chooses to install multiple Projects under the cumulative Contracted Capacity awarded, the "Installed Capacity" for which connectivity has been granted for each Project, shall be considered separately for each Project.

vii. The RE component sizing should be suited to meet 100% FDRE power supply requirement of GUVNL, in a "demand-following" manner.

viii. For each Project, the Project configuration, i.e. the Installed Capacity proposed against contracted capacity, will be submitted by the Bidder at the time of bid submission, and it shall remain unchanged until the issuance of LOI. The above configuration can be changed subsequent to issuance of LOIs until the date as on 12 months after the Effective Date of PPA. Also, any change in interconnection point(s) or location is/are allowed up to 12 months after the Effective Date of PPA.

5 *Maximum Eligibility for Contracted Capacity Allocation for a Bidder*

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

5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of cumulative Contracted Capacity of **50 MW** and a maximum quantum of **100% bid capacity (i.e. 500 MW) of RfS** in the prescribed formats. The cumulative Contracted Capacity shall be quoted in multiple of 50 MW only.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

5.2 The cumulative contracted capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited up to 100% bid capacity of the RfS.

5.3 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of Projects is elaborated in Section-5 of the RfS.

5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6 *Project Location*

6.1 The Projects can be located anywhere in India. The RE generation components, along with ESS, may either be co-located or may be located at different locations. The different project components can be connected with STU/CTU network at different ISTS/InSTS sub-stations. However, Project location(s) should be chosen taking cognizance of the provisions as per clause 7 of the RfS.

6.2 A single bidder can submit a single bid for more than one Project however the capacity to be quoted by bidder shall be single and aggregate of all the capacities proposed to be developed in multiple projects. However, if the project is located outside of Gujarat or connected with CTU Network, the developer shall be required to make arrangement for auxiliary power drawl/import at their own cost in accordance with applicable Regulations.

6.3 The term "Project" shall have the meaning as defined in Section-4 of the RfS, and shall refer to the Project capacity or the Installed Capacity as proposed by the Bidder against quoted contracted capacity (at the time of bidding)/awarded to the Bidder (after issue of LOI).

6.4 The RPDs are free to change the Project location(s) and/or Interconnection Point(s) until the date as on 12 months after the Effective Date of PPA. The above change in delivery point shall be allowed by GUVNL only in case the SCD of the ISTS/InSTS substation of the proposed revised Inter-Connection point is on or before the scheduled commissioning date of the existing interconnection point of the project, at the time of seeking approval from GUVNL by the RPD. Accordingly, supplementary PPA shall be signed between GUVNL and RPD at the cost of RPD. Implications of any delay in obtaining connectivity and subsequently, commencement of supply of power on account of the above, will be borne by the RPD.

7 *Connectivity with the Grid*

7.1 The Project should be designed for interconnection with the ISTS/STU in accordance with the prevailing CERC/SERC regulations in this regard. For interconnection with the grid and metering, the RPD shall

abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS shall be 220 kV. Delivery Point in respect of projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU at which the project is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of projects connected with Inter State Transmission Network shall be the point or points at minimum voltage level of 220 kV or above of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO. For the Gujarat State transmission network connected projects, inter connection point and delivery point may be the same.

7.2 The responsibility of getting the ISTS/InSTS connectivity up to the interconnection point shall entirely be of the RPD and shall be at the cost of the RPD, in line with applicable regulations. With such availability of transmission system being dynamic in nature, the RPD has to ensure actual availability of power injection/evacuation capacity at an ISTS or Gujarat STU substation. The transmission of power up to the . interconnection point where metering is done for energy accounting, shall be the responsibility of the RPD at its own cost. In case an RPD is required to use InSTS to bring RE power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of transmission system up to the Interconnection Point(s) shall be the responsibility of the RPD, to be undertaken entirely at its risk and cost.

7.3 The arrangement of connectivity can be made by the RPD through a dedicated transmission line up to the Interconnection Point(s). The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the RPD. Further, transmission charges, losses and any other charges as applicable up to the delivery point shall be borne by the RPD. Further, it may be clarified that in case GUVNL needs to pay transmission charges and losses up to delivery point, the same shall be recovered from RPD.

7.4 The RPD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022,

Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as well as other Rules/Regulations issued by CERC/CEA & SERC and as amended from time to time. It is further clarified that the Entities (RPD and GUVNL) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligation as notified in the procedure.

7.5 RPD is free to choose the ISTS/InSTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:

i. Existing substations having available margin as indicated by the respective substation owner.

ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.

iii. Substations approved under the updated plan made available by the CTU/STU on its website, subject to availability of requisite margin for grant of connectivity.

Bids indicating substations outside the above three choice will be liable for rejection.

If the Bidders opt for connecting its power project and facilities to an Inter State Transmission System, the Delivery Point / Interconnection Point for the purposes of this would be binding as per the PPA to be executed with the selected bidder and shall be at the point or points of connection at which Electricity is delivered into the Grid System of the GETCO. GUVNL shall not bear interstate transmission charges and losses up to delivery point for the energy procured during the term of the PPA.

For the purpose of pooling of two or more Projects for CTU connectivity, the RPDs shall on mutatis mutandis basis adhere to the detailed Connectivity Procedure as issued by CERC as amended from time to time.

Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the CTU / STU substation through a common transmission line subject to the following conditions;

a) Acceptance of such an arrangement by STU / CTU.

b) The meters for each project at pooling substation are sealed by STU/ CTU/ DISCOM/ SLDC / RLDC concerned.

c) The energy accounts are divided and clearly demarcated for the power generated at the project and are issued by the STU/SLDC/RLDC concerned.

d) In case of Pooling substation, losses in the transmission line between the Pooling substation and the CTU / GETCO substation shall be apportioned among the RPDs who share such a Pooling arrangement, based on their monthly generation.

7.6 The RPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the RPD and any financial implication on account thereof shall be borne by the RPD. In order to remove potential discrepancies and ambiguities, the RPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDC/SLDCs concerned for the corridor of power flow, under intimation to GUVNL. GUVNL may facilitate in identification of any discrepancy and assist the RPD for its early rectification without any liability on GUVNL. The RPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.7 Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by RPD as per provisions of PPA. Metering arrangement for the Project shall have to be adhered to in line with relevant provisions of the PPA. All the necessary compliance i.e. Study Reports/Models, additional equipment for reactive power support etc as required by the RLDC/SLDC shall be in the scope of RPD. First Time Charging (FTC) approval obligation is to be fulfilled by RPD and for any non-compliance by RPD and delay in grant of FTC by RLDC/SLDC, GUVNL shall not consider any time extension.

7.8 Pursuant to Clause 7.6 above, the GUVNL will be responsible for obtaining General Network Access (GNA), all transmission charges and losses and any other charges as applicable under the respective regulations after the Delivery Point.

7.9 In case the ESS component is located separately from the RE generating components of a Project, the charges for charging the ESS, as applicable under GNA regulations and other orders issued by MoP/CERC will be borne by the RPD.

7.10 The RPDs will be required to apply for connectivity at its identified substation(s), as mentioned in the Covering Letter (Format 7.1), within 30 days after the date of tariff adoption by GERC, and shall furnish copies of the application, complete in all respect, to GUVNL within 15

days of date of filing of application. RPD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by STU/CTU/signing of connectivity agreement, as the case may be, to GUVNL.

The RPD has to follow the timelines mentioned in the GNA regulation with respect to connectivity. In case the connectivity gets revoked due to non-compliance of RPD, in such case the capacity may not be off-taken and RPD will keep GUVNL indemnified from any losses; further, the RPD shall be liable for any penalty for non-performance as specified in the RfS/PPA.

After fulfilling the compliances, in case the RPD fails to obtain the full/part connectivity at an identified Substation, the same shall be immediately notified by the RPD to GUVNL. In such case the RPD will be allowed for another 90 days for applying connectivity from the date of rejection by the CTU/STU.

7.11 All expenses including transmission and wheeling charges and losses up to the Delivery Point including on account of *any change in law* event shall be paid by the RPD (for park and non-park projects) without any reimbursement by GUVNL during the entire contract period.

8 Power Supply by the RE Power Developer

8.1 Criteria for Power Supply

a. The procurement shall be in power (MW) terms. The RPD shall supply RE power, in a Firm and Dispatchable manner, matching the demand profile provided by GUVNL (enclosed as Annexure-B of the RfS). The demand profile has been provided for all the 96 time-blocks (each block comprising a 15 minutes' duration) for a representative day of each month of the year. The same profile shall be applicable for each Contract Year during the Term of the PPA, and shall be matched by the RPD.

b. The RPD shall schedule power on day-ahead basis, to match the demand profile in every 15 minutes' time-block. Intra-day variation from day ahead schedule would be allowed to the extent that it does not exceed the demand specified in the corresponding time-block. Intra-day variation (if any), shall be intimated as per prevailing rules and regulation of SLDC/RLDC. GUVNL shall compulsorily off-take all the power, subject to the

maximum power scheduled in any time-block being equal to the demand specified in the corresponding time block.

c. Demand Fulfillment Ratio (DFR): In each Contract Year, the RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least 90% on a monthly basis for peak hour (peak hours defined as follows 07:00 Hrs to 10:00 Hrs and 16:00hrs to 20:00hrs and 80% during Off-Peak Hours (all other hours of the day not defined as Peak Hours), separately. In case of deviation in meeting minimum DFR as mentioned above, penalty for the shortfall from minimum DFR shall be calculated separately for the Peak Hours and Off-Peak Hours as per Clause 8.2.b of the RfS and the cumulative penalty shall be levied.
Demand Fulfillment Ratio for a particular time-block shall be calculated as follows:
DFR = [Power Injection Scheduled by the RPD (MW)in a particular time block/Demand (MW)specified by the GUVNL(MW)for the corresponding time block], subject to the max value of DFR being 1. The RPD's performance against this metric will be measured by calculating the average DFR of all time blocks (Peak & Off-peak Hours separately) during the month in a contract year.

d. The RPD shall offer power such that 100% of the annual energy offered corresponds to RE power. The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.

e. The RE (including Energy Storage System (ESS) component charged with RE sources) bought under this RfS shall be eligible for RPO compliance. The apportionment of RPO between the different RE components shall be on the lines of the principle adopted in case of hybrid plants.

8.2 Shortfall in Power Offered

a) In case DFR demonstrated as mentioned in 8.1(c) by the RPD is less than minimum DFR on a monthly basis, save and except in case of Force Majeure, such shortfall in performance shall make the RPD liable to pay the penalty on monthly basis.

b) The amount of such penalty will be equal to 1.5 times the cost of this shortfall in energy terms, calculated at the PPA tariff. Illustration to this effect is enclosed at Annexure-C1 & C2 of the RfS.

c) Subsequent to commencement of power supply, RPD shall submit the block wise injection schedule certified by SLDC/RLDC under REA or SEA for the project connected with ISTS or InSTS. For each month in a Contract Year, the above data will be required to be submitted by the respective RPD to GUVNL within 10 days after expiry of the previous month, for verification of the performance parameters for calculating applicable penalty on account of shortfall, if any.

d) However, the shortfall in power supply will not be applicable in events of Force Majeure identified under the PPA with GUVNL, affecting supply of power by the RPD.

8.3 Excess Power Supply

The RPD is allowed to supply power in excess of the Contracted Capacity to any third party or power exchange, subject to *No Objection Certificate* from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL. GUVNL may purchase such part/full excess power at PPA tariff. The RPD shall inform at least 30 days in advance of such excess generation to GUVNL, to enable GUVNL take necessary actions for sale / consumption of this excess generated energy. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal. Further, it is to be clarified that 15 days period for consideration of RPD's offer shall be from date of acknowledgement of receipt of RPD's offer by GUVNL.

It may be noted that at any instance of energy supply from the Project, priority shall meet the capacity requirements as per PPA, before selling any quantum in the open market.

Any instance of third-party sale of power from the Project by the RPD, while the demand specified in the PPA remains unfulfilled, shall constitute a breach of RPD's obligations under the PPA and make the RPD liable for penalty @1.5 times of extant market rate/kWh (reference rate being the applicable rate on the Green-Day Ahead Market (G-DAM) of Indian Energy Exchange (IEX) for the quantum of such sale.

The RPD may sell the power which was offered to the GUVNL (within the Contracted Capacity) but was not scheduled by the GUVNL, to any third party or power exchange, without requiring

NOC from the GUVNL.

The RPD can repower the Project at any stage at its own risk and cost, if required in order to meet the demand profile requirement as per PPA obligation from this Project.

It is to be noted that the summation of generation schedule of RE Power to the GUVNL from multiple sources and/or locations cannot be more than the Contracted Capacity specified in the PPA. The RPD may, however, apply for connectivity and access (if applicable), in accordance with extant regulations.

9 *Commencement of Power Supply*

Project commissioning and declaration of Commencement of Supply Date (CSD) shall governed by the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023 as amended from time to time. In line with this regulation, the RPD proposing the Project, or its part (including single component), for trial run or repeat of trial run shall give a notice of not less than seven (7) days to the concerned RLDC/SLDC, State Nodal Agency and GUVNL. However, in case the repeat trial run is to take place within 48 hours of the failed trial run, fresh notice shall not be required. Project commissioning shall be declared from the date certified by GEDA in case project located in Gujarat and State Nodal Agency or Representatives / Agency authorized by GUVNL in case project located outside of Gujarat for which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project.

The RPD shall provide documents including but not limited to as mentioned below to the State Nodal Agency or Representatives / Agency authorized by GUVNL as and when required for certifying commissioning the Project;

i. Intimation regarding the timeline for commencement of supply of power from the Project.

ii. Copy of CON-4 report submitted to CTU or Connection Agreement with STU.

iii. CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, WTGs, ESS component(s), inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the RPD to obtain the certificate.

iv. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/STU any other concerned authority as applicable.

v. Plant Layout, Plant (AC & DC) SLD.

vi. Affidavit certifying that the RPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying GUVNL against any discrepancies in the above details.

vii. Affidavit from the RPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying GUVNL against any discrepancies in the above details.

viii. Documents to establish the compliance of technical requirement as per PPA/RfS.

ix. Invoices against purchase of the Solar PV modules, WTGs, ESS component(s), Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.

x. In addition to the above, the RPD shall provide coordinates of WTGs, KML files for the Solar PV component (specifying each block), details of ESS, RLMM/ALMM certificates, insurance documents of Project, online monitoring facility as stated vide Clause 7, Annexure-A, of the RfS.

It is clarified that GUVNL shall bear no responsibility in declaration of commissioning/CSD of the Project.

GUVNL's scope will be limited to verifying the installation of rated capacity(ies) of the Project as per the CSD certificate issued by State Nodal Agency and submitted by the RPD. This verification will be at GUVNL's discretion and shall not constitute any certification/confirmation of commissioning/CSD of the Project by GUVNL. Prior to declaration of commencement of power supply, the RPD shall submit CSD certificate for the corresponding Installed Capacity to GUVNL as part of the requisite documents.

9.1 Part Commencement of power supply

Part commencement of supply of power from the Project shall be accepted by GUVNL subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of liquidated damages in terms of the PPA on the part which has not yet commenced supply of power. It is to be clarified that for the acceptance of the part commissioning, capacity in extent ratio of the project components specified under Schedule-7 of PPA must be commissioned. If extent ratio is not

commissioned for the part commissioning than it will be treated as component commissioning and tariff for such component commissioning shall be applicable as per PPA.

However, the Scheduled Commencement of Supply Date (SCSD) will not get altered due to part commencement of supply. Irrespective of dates of part commencement of power supply, the PPA will remain in force for a period as specified in the PPA.

Penalty on account of shortfall in Project performance during the first year after the commencement of supply of power shall be recovered by encashing the addition PBG submitted after the SCSD by the RPD, in case the penalty is not paid by the RPD.

The RPD shall submit a fresh Bank Guarantee (BG) for a validity of 15 months from the date of commencement of power supply from the last part capacity/capacity finally accepted under the PPA. This BG, to be issued in the format identical to the PBG, will be issued for an amount equal to the project PBG amount (as per RfS clause 18). Penalty on account of shortfall in Project performance during the first Contract Year shall be recovered by encashing this BG, in case not paid by the RPD. The PBG submitted in lieu of timely commencement of power supply may also be retained to cover this guarantee (subject to enhanced validity), with the remaining amount to be covered by an additional BG.

This BG will be returned after completion of the time period of one year after commissioning of last part capacity/capacity finally accepted by GUVNL under the PPA.

9.2 Commencement of Supply Schedule and Penalty for Delay in Commencement of supply

a. The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on **24 months** from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 10.10.2023, then SCSD shall be 09.10.2025).
b. The maximum time period allowed for commencement of power supply from the full Project Capacity with applicable penalty, shall be limited to the date as on **6 months** from the SCSD or the extended SCSD (if applicable) (for e.g., if SCSD is 10.10.2025, then the above deadline for commencement of power supply shall be 09.04.2026).
c. In case of delay in commencement of power supply beyond the SCSD until the date as per Clause 9.2.b above, as part of penalty, the PBG shall be encashed on per day basis and proportionate to the Contracted Capacity that has not

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commenced supply of power. For example, in case of a Contracted Capacity of 250 MW, if commencement of power supply from 100 MW of Contracted Capacity gets delayed by 18 days beyond the SCSD, then the penalty shall be calculated as: PBG amount X (100/250) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.

d. For delay in commencement of power supply beyond the date as per Clause 9.2.b above, the following shall be applicable:
   i. The Contracted Capacity shall stand reduced/amended to the capacity that has commenced supply of power until the date as per Clause 9.2.b. above, and PPA for the balance Contracted Capacity will stand terminated.

e. In case of reduction in the Contracted Capacity, the demand profile to be met by the RPD shall be proportionately reduced and any power being supplied over and above the modified demand profile shall be treated as excess power under the respective RfS/PPA provisions. For example, in case of a Contracted Capacity of 400 MW, the non-zero demand profile to be met becomes 400 MW (as per Annexure-B). Now, in case the Contracted Capacity gets modified to 200 MW, the non-zero demand profile to be met shall get modified to 200 MW as per Annexure-B, and supply of 300 MW in a particular time-block by the RPD where demand is 200 MW, will be treated as excess power.

10 Delay in Commencement of power supply on Account of Delay in Transmission system

10.1 The responsibility of obtaining General Network Access (GNA) up to the Interconnection Point(s) shall be of the RPD to commencement of supply of power from the project. For drawl of power, the GNA is require to be obtained by GUVNL. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU/STU and/or there is a delay in readiness of the ISTS/STU substation at any interconnection Point(s), including readiness of the power

evacuation and transmission infrastructure of the ISTS/STU network until SCSD of the Project, and it is established that:

i. The RPD has complied with the complete application formalities as per Clause 7.4 above and as per the Detailed Procedure as issued by the CTU/STU,

ii. The RPD has adhered to the applicable regulations/ procedures in this regard as notified by the CERC/CEA, and

iii. The delay in grant of connectivity/GNA by the CTU/STU and/or delay in readiness of the ISTS/STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the RPD;

The above shall be treated as delays beyond the control of the RPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Interconnection Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by GUVNL.

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the RPD, GUVNL may extend the SCSD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the RPD, extension requests under this clause shall be dealt by GUVNL on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Clause, the phrase "change in Project location" or its similar connotations, shall refer solely to change in Interconnection Point(s) of the Project.

Further, in case of delay in commencement of power supply on account of reasons solely attributable to the RPD, resulting in any liquidated damages/penalty levied on the GUVNL including Transmission charges under the GNA Regulations and/or applicable regulation as notified by CERC, such damages/penalty shall be passed on to the RPD.

10.2 Generation Compensation for off take Constraints: GUVNL may be constrained not to schedule power on account of unavailability of the Transmission Infrastructure / Grid or in the eventuality of a Backdown in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

A. **Generation Compensation in off take 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 RPD. In such cases the generation compensation will be addressed by the GUVNL in following manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a year, as defined in the PPA	Generation Compensation = ((Tariff X RE power (MW) offered but not scheduled by GUVNL)) X1000X No. of hours of grid unavailability However, in case of third party sale or sale in the power exchange, as price taker, the 95% of the amount realized , after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

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

B. ***Payment in case of reduced offtake***: The RPD and the GUVNL shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the offtake of power is not done by the GUVNL, including non-dispatch of power due to non-compliance with "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of 'must run' status for RE Power, the RPD shall be eligible for payment from the GUVNL, corresponding to the reduced off take, in terms of following manner:

Reduced offtake	Provision for Generation Compensation
Reduced Offtake beyond 175 hours in a year, as defined in the PPA	Generation Compensation = ((Tariff X RE power (MW) offered but not scheduled by GUVNL)) X1000X No. of hours of Reduced Offtake However, in case of third party sale or sale in the power exchange, as price taker, the 95% of the amount realized , after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

10.3 For claiming compensation as per 10.2.A & 10.2.B above, the generator must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the contracted capacity and the quantum of power scheduled by GUVNL.

11 Early Commencement of supply of power

11.1 The RPD shall be permitted for full as well as part-commencement of power supply from the project even prior to the SCSD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of the RPD, and first right of refusal for offtake of such power will be vested with the GUVNL. In case GUVNL agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff.

In case GUVNL does not agree to purchase such energy, early part/full commencement of power supply shall still be allowed and the RPD will be free to sell such energy to a third party until SCSD or the date of commencement of procurement of power from the Project as notified by GUVNL, whichever is earlier. Such intimation regarding consent to procure energy from early commencement of supply shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal. It is to be clarified that 15 days period for consideration of RPD's offer shall be from date of acknowledgement of receipt of RPD's offer by GUVNL.

11.2 In case of multiple Project components, and if one or more such component (wind, solar PV or any other RE source) is/are ready for

injection of power into the grid, but the remaining component(s) is/are unable to commence supply of power, the RPD will be allowed to commence power supply from such component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with GUVNL. In case GUVNL decides to buy such discrete component's power outside the PPA, such power shall be purchased @ 50% of the PPA Tariff. Following should be noted under this scenario;

The above scenario does not qualify under the provisions of Part/Early Commencement of power supply under the RfS, and PPA. This is a special scenario wherein in case one or more project component(s) is/are ready, the power supply from such component is not wasted. The above scenario will be applicable until the RPD is ready to commence power supply as per the provisions of Clauses 9 and 11.1 of the RfS.

SECTION 3.

STANDARD CONDITIONS OF CONTRACT

12 Obtaining RfS Documents

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

13 Cost of Documents & Bid Processing Fees

Prospective Bidders are required to submit their Project proposals in response to this RfS document along with non-refundable Cost of RfS Documents and Bid Processing Fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

Upon making the necessary payments, the prospective Bidders shall immediately write to GUVNL as emails provided on the RfS, providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. GUVNL will not be liable for any delay in issuing necessary invoices in this regard.

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

14 Project Scope & Technology Selection

Under this RfS, the RPD shall set up the RE Power Project(s), including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project(s)and/or dedicated transmission network upto the Interconnection/ Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the RPD. The Projects to be selected under this scheme provide for deployment of RE and ESS capacities. However, the selection of Projects would be technology agnostic.

15 Not Used

16 *Clearances Required from the State Government and Other Local Bodies*

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

a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
b. Forest Clearance (if applicable) for the land for the Project.
c. Approval for water from the concerned authority (if applicable) required for the Project.
d. RPDs setting up projects in vicinity of Air Force bases/aerodromes, are advised to apply for necessary Ministry of Defense clearances within 90 days of Effective Date of PPAs and forward the copies of application to GUVNL within 07 days of filing the applications.
e. In case of Projects being set up in the States of Gujarat & Rajasthan, the RPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
f. Any other clearances as may be legally/statutorily required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, will be required to be submitted to GUVNL prior to commencement of power supply from the Project, if sought by GUVNL. In case of any of the clearances as indicated above being not applicable for the said Project, the RPD shall submit an undertaking in this regard, and it shall be deemed that the RPD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the RPD. The RPD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

The RPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Project is located. It shall be the responsibility of the RPD to remain updated about the applicable charges payable to the SNA under the respective State Policy.

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

necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

17 *Earnest Money Deposit (EMD)*

17.1 Based on the cumulative Installed Capacity committed by the Bidder as part of its response to RfS, Earnest Money Deposit (EMD) shall be submitted as per the following formula:

EMD amount = Rs. [9,28,000 * S + 12,64,000 * W] *D + 3,66,000 * E

where,

S= Rated Installed Capacity of Solar component (in MW);

W= Rated Installed Capacity of Wind component and other RE generating sources (in MW);

E= Rated cumulative Installed Capacity of the ESS component (in MWh);

D= Multiplication factor = (A/B);

A= Annual Energy (kWh) to be supplied by the Bidder as per the demand profile under the RfS = 7393200 * C;

C= Contracted Capacity of the Project (in MW);

B= Annual Energy (kWh) to be supplied from the Project based on committed Installed capacity = (S * 0.26 + W * 0.35) * 8760 * 1000 - 0.20*Z kWh;

Z= Annual Energy proposed to be supplied through ESS (kWh).

The EMD shall be submitted in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with the bid, failing which, the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

17.2 As per Finance Department, Govt. of Gujarat GR No. FD/MSM/efile/4/2023/0057/DMO dated.21/04/2023, Bank Guarantee from the following Banks will be acceptable. However the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time shall be considered. The presently applicable list is as under;

Sr No	Name of Banks
(A)	Guarantees issued by following Banks will be accepted as SD/EMD on permanent basis
	1. All Nationalized Banks.
	Guarantees issued by following Banks will be accepted as SD/EMD for Period up to 31/03/2024. The validity cut-off in GR is with respect to date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee

(B)	1	AXIS BANK
	2	A U Small Finance Bank
	3	Bandhan Bank
	4	BNP Paribas
	5	City Union Bank -
	6	CSB Bank
	7	DBS Bank India Limited
	8	DCB bank
	9	Equitas Small Finance Bank
	10	Federal Bank
	11	HDFC BANK
	12	HSBC Bank
	13	ICICI Bank
	14	IndusInd Bank
	15	Karnataka Bank
	16	Karur Vyasa Bank
	17	Kotak Mahindra Bank
	18	South Indian Bank
	19	Standard Chartered Bank
	20	Tamilnadu Mercantile Bank
	21	Utkarsh Small Finance Bank
	22	The Kalupur Commercial Co-operative Bank Ltd.
	23	The Ahmedabad Mercantile Co-operative Bank Ltd.
	24	Nutan Nagrik Sahakari Bank Ltd.
	25	Rajkot Nagarik Sahakari Bank Limited
	26	Sarswat Co-Operative Bank
	27	SVC Co-Operative Bank
	28	The Gujarat State Co-Operative Bank
	29	The Mehsana Urban Co-operative Bank Ltd
	30	The Surat District Co-Operative Bank
	31	The Surat People Co-Operative Bank
	32	Saurashtra Gramin Bank

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable, provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

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

17.4 **Forfeiture of EMD:**

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

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

ii. In case, GUVNL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS or does not execute the PPA within the stipulated time period;

iii. If after issuance of LOI, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;

iv. If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 18 of the RfS.

18 Performance Bank Guarantee (PBG)

18.1 Bidders selected by GUVNL based on this RfS shall submit Performance Guarantee for a value determined as per the following formula:

PBG amount = Rs. [23,20,000* S + 31,60,000* W] *D + 9,15,000 * E

where,
S= Rated Installed Capacity of Solar component (in MW);
W= Rated Installed Capacity of Wind component and other RE generating sources (in MW);
E= Rated cumulative Installed Capacity of the ESS component (in MWh);
D= Multiplication factor = (A/B);
A= Annual Energy (kWh) to be supplied by the Bidder as per the demand profile under the RfS = 7393200 * C;
C= Contracted Capacity of the Project (in MW);
B= Annual Energy (kWh) to be supplied from the Project based on committed Installed capacity = (S * 0.26 + W * 0.35) * 8760 * 1000 - 0.20*Z kWh;
Z= Annual Energy proposed to be supplied through ESS (kWh).

PBG shall be submitted by the Bidders prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the **Format 7.3C** with a validity period up to (& including) the date as on 09 months after the SCSD. On receipt and after successful verification of the total PBG in the acceptable form, the BG submitted towards EMD shall be returned by GUVNL to the successful Bidder. It may be noted that PPA will be signed only

upon successful verification of the PBG submitted by the RPD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of PPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the RPD prior to expiry of validity of the PBG.

18.2 Since the PBG is linked to the Installed Capacity of the Project, and the same is allowed to be modified subsequent to issuance of LOI, in case of enhancement/reduction in the Installed Capacity until the date as per Clause 4.2. (viii) above, for which modified connectivity is granted for the Project, the RPD will be required to submit the revised PBG corresponding to the revised Installed Capacity prior to commencement of supply of power from the Project(s).

18.3 The PBG is required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.

18.4 PBG shall be submitted separately for each Project. The RPD shall furnish the PBG as per list of bank mentioned in the RfS. In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 38.1.ii of the RfS.

18.5 The format of the Bank Guarantees prescribed in the Format 7.3A (EMD)/Format 7.3C (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.

18.6 Not Used

18.7 The selected Bidder is required to sign PPA(s) with GUVNL within the timeline as stipulated in Clause 21 of the RfS. In case, GUVNL offers to execute the PPA(s) with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS, or does not meet eligibility criteria upon submission of documents, or does not execute the PPA(s) within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by GUVNL from the Bank Guarantee available with GUVNL (i.e. EMD or PBG) as liquidated

damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the Penalties are genuine pre-estimate and Bidder/RPD agrees that in case of invocation of BG, GUVNL is under no obligation to produce any estimate of loss in this regard.

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

18.9 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/RPDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to GUVNL Bank Account and a confirmation in this regard is received by GUVNL".

18.10 Not Used

18.11 After the bidding process is over, GUVNL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG shall be returned to the RPDs within 45 days of successful commencement of supply of power from the last part capacity/capacity finally accepted under PPA, after taking into account any penalty due to delays in commencement of supply of power as per Clauses 9.1 and 9.2 of the RfS.

19 Not Used

20 Not Used

21 Power Purchase Agreement (PPA)

21.1 GUVNL shall enter into Power Purchase Agreements (PPAs) with Bidders selected based on this RfS. A copy of standard PPA to be executed between GUVNL and the selected RPD is available on ISN-ETS Portal and also on GUVNL's website. The PPA may be signed after adoption of tariff by GERC. PPA(s) will be executed between GUVNL and Selected Bidder or its SPV for the Project(s) which shall be valid for a period of 25 years from the date of SCSD as per the provisions of PPA. Provided further that in case, the order of adoption of Tariff by the Commission is not received within 60 days or delayed beyond 60 days from the date of filling petition for adoption of tariff, either Party shall not be liable for payment of any compensation to other Party for any loss or damage on account of such delay in approval of the Appropriate Commission

Note: PPA will be executed between GUVNL and the RPD as per the breakup of the cumulative Contracted Capacity as awarded to the Selected Bidder, and will be signed separately for each Project. The RPD shall provide the Project breakup for the cumulative capacity quoted in the Covering Letter (Format 7.1), and this breakup may be changed by the RPD subsequent to issuance of LOI up to the date as on 30 days from issuance of LOI. For example, If the bidder has been issued a single LOI for a cumulative capacity of 200 MW, the successful bidder may choose to split the 200 MW in to more than one project (2x100 MW, for example) within the above deadline.

The Installed Capacity break-up against contracted capacity, as submitted as part of the Bidder's response to RfS shall remain unchanged until issuance of LOI. The same can be changed by the RPD without changing contracted capacity subsequent to issuance of LOI, in line with Clause 4.2.(viii) of the RfS. Delay in meeting the PPA timelines on account of changes in the Installed Capacity, shall be at the risk and cost of the Successful Bidder. The PPA(s) will be signed after adoption of Tariff by Appropriate commission (i.e. GERC).

21.2 The PPAs shall be valid for a period of 25 years from the SCSD. The RPDs are free to operate their Projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the RPD, GUVNL as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years.

21.3 The Performance Bank Guarantee as per Clause 18 above , shall be submitted by the RPD prior to signing of PPA. Before signing of PPA between GUVNL and the RPDs, GUVNL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the RPDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

21.4 Successful Bidders will have to submit the required documents for PPA signing to GUVNL within 30 days from the issue of LOI. Effective Date of the PPA shall be the date as the date of signing of PPA after adoption of tariff as approved by GERC.

21.5 Not Used

21.6 The RPD will be free to repower the Projects from time to time during the PPA duration at its own risk and cost, pursuant to Clause

8 above. However, GUVNL will be obliged to buy power only up to the Contracted Capacity as per the PPA.

21.7 In case the Project is ready for part/full commencement of supply of power but the PPA has not been signed, No-objection Certificate (NOC) may be issued to the RPD (if sought by the RPD) for third-party sale of power from the Project until signing of PPA. The NOC so granted shall be withdrawn by GUVNL once the readiness of off-take of the power as per PPA is intimated by GUVNL with a notice period of 7 calendar days.

22 Financial Closure or Project Financing Arrangements

22.1 "Financial Closure" shall mean arrangement of necessary funds by the Power Producer either by way of commitment of funds by the Company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance.

22.2 RPD 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 (if applicable).

22.3 The RPD shall obtain financial closure within twelve (12) months from date of execution of PPA for Non-Park & Park based tenders.

22.4 The RPD 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.

22.5 An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the RPD, on advance payment of extension charges of Rs.1000/- per day per MW plus GST as applicable. In case of any delay in depositing this extension charge, the RPD 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 SCSD. Any extension charges paid so, shall be returned to the RPD without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the RPD shall not be refunded by GUVNL

23 Not Used

24 Not Used

25 *Shareholdingby the Promoter*

25.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LOI, the RPD shall provide information about its promoters and their shareholding in the Company before signing of PPA with GUVNL.

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

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

i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
iv. Transfer of shares within the members of Immediate Promoter Group only.
v. Transfer of shares to IEPF.
vi. Issue of Bonus Shares.

25.3 In case of the Successful Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company/Consortium until 1 year after the SCSD, except with the prior approval of GUVNL.

25.4 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained up to1 year after SCSD.

25.5 In case of Project being executed through SPVs: The Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA shall not fall below 51% at any time prior to 1 year after SCSD, except with the prior approval of GUVNL. 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 year after SCSD, except with

the prior approval of GUVNL. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till 1 (one) years from the SCSD, except with the prior approval of GUVNL.

25.6 Any change in the shareholding after the expiry of 1 year after SCSD can be undertaken under intimation to GUVNL.

26 *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 are stated at Annexure – D. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

i. Covering Letter as per **Format 7.1.**

ii. 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 7.2.**

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

iii. Bank Guarantee against Earnest Money Deposit (EMD) as per **Format 7.3 A.**

iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

i. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with GUVNL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

ii. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

iii. 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.

v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

vi. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

vii. Undertaking as per **Format 7.7A & 7.7B.**

viii. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.

ix. Not used.

x. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.9** (to be filled out separately for each Project) and undertaking for the commitment of financial closure as per **Format 7.9A**.

xi. Not Used

xii. Attachments

i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar/ Wind Power plant development.

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

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

iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. GUVNL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate

parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2022-23, or provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable).

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

xiii. Covering letter of the Financial bid as per **Format - 7.11.**

xiv. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.12.**

27 *Important Notes and Instructions to Bidders*

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

27.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 21 of the RfS.

27.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, GUVNL reserves the right to reject such response to RfS and/or cancel the Letter of Intent, 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.

27.4 If the event specified at 27.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

27.5 Response submitted by the Bidder shall become the property of the GUVNL and GUVNL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 18 of the RfS.

27.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA) submitted online must

be digitally signed by the person authorized by the Board as per Format 7.4.

27.7 The response to RfS shall be submitted as mentioned in Clause 26 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, GUVNL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

27.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

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

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

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

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

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

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

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

27.16 All the financial transactions to be made with GUVNL, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

28 *Non-Responsive Bid*

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

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

(a) Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
(b) Response to RfS not received by the due date and time of bid submission.
(c) 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;
(d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
(e) Non-submission of payment details against Cost of RfS Document and/or Bid Processing Fee.
(f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
(g) Except for the scenario as per Clause 5.1 above, 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.
(h) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

29 *Method of Submission of Response to RfS by the Bidder*

29.1 Documents to be Submitted Offline

The bidder has to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Superscribed as **"Bidding Envelope containing Covering Envelope, Pass Phrase Envelope - 1 & Pass Phrase Envelope -2"** at the top of the Envelope and "Name & Address of the Bidder" on the left hand side bottom must contain the following:

i. Covering Envelope: Superscribed as "Covering Envelope Containing Cost of RfS Document, Processing Fee, Bank Guarantee towards EMD, and Covering Letter, Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution" must contain the following:

- Details of Payment (NEFT/RTGS) of RfS Document as mentioned in Bid Information Sheet.
- Details of Payment (NEFT/RTGS) of Processing Fees as mentioned in the Bid Information Sheet.
- Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A). One EMD may be submitted for the cumulative capacity quoted by the bidder.
- Covering Letter as per Format-7.1,
- Power of Attorney as per Format 7.2 (if applicable),
- Board Resolution as per Format 7.4
- Consortium Agreement as per Format 7.5 (if applicable)
- Undertaking for commitment to Financial Closure as per format 7.6
- Undertakings as per format 7.7A and 7.7B
- Letter for Disclosure, as per Format 7.8
- CA Certificate certifying Net Worth
- List of Shareholders / Promoters / Directors
- Certificate of Registration / Provisional Registration for GST

ii. Pass-PhraseEnvelope-1: Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope

iii. Pass-Phrase Envelope-2: Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope.

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 bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs. on 20.11.2023, the above deadline will expire at 18:00 hrs on 22.11.2023. In case 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:

Selection of RE Power Developers for Procurement of 500 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects in India under Tariff-based Competitive Bidding (GUVNL-FDRE-I)	
Contracted Capacity quoted	_____ *MW*
RfS Reference No.	***GUVNL / 500 MW / FDRE (Phase I) dtd ...***
Submitted by	*(Enter Full name and address of the Bidder)*
Organization ID (OID) on ETS portal	*(Enter the OID through which the Bid has been submitted online on ETS portal)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**General Manager (RE)** **Gujarat Urja Vikas Nigam Ltd** **Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007** **Email – gmre@guvnl.com**

Bidders shall not submit documents other than the documents listed above in the offline bid. All other documents except mentioned above shall be submitted in the online bid only.

29.2 Documents to be Submitted Online

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

If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be encashed, the EMD(s) shall be returned and the submitted bid will stand cancelled.

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

I. **Technical Bid (First Envelope)**

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

(a) Formats - as elaborated and applicable in Clause 26 of the RfS.
(b) All attachments elaborated in Clause 26 of the RfS, under the sub-clause xiii: Attachments, with proper file names.
(c) All supporting documents regarding meeting the eligibility criteria.
(d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
(e) 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 ISN-ETS portal as part of Technical Bid.

II. **Financial Bid (Second Envelope)**

1. Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):
   (a) Covering letter as per Format - 7.11 of the RfS
   (b) Preliminary Estimate of Cost of the Project, as per Format 7.12 of the RfS.

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

III. **Important Note:**

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.

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

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

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

(e) In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to GUVNL), the respective amounts paid to GUVNL will be refunded without any interest payment, to the respective Bidder.

30 *Notice Board for Display*

The RPD will have to put a notice board (at least 180 cm x 120 cm) at its project site main entrance prominently displaying the following message before commencement of power supply under the PPA.

___ MW Grid Connected RE Power
Owned and operated by
---------- (insert name of the RPD)
[Under RfS Selection of RE Power Developers for Procurement of 500 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects in India under Tariff-based Competitive Bidding
(GUVNL-FDRE-I)
by

Gujarat Urja Vikas Nigam Limited]

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

31 *Validity of the Response to RfS*

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 months 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.

32 *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.

33 *Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments*

33.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.

33.2 GUVNL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and GUVNL's response will be uploaded in the website https://www.bharat-electronictender.comand on GUVNL's websitehttps://www.guvnl.com. If necessary, amendments, clarifications, elaborations shall be issued by GUVNL which will be notified on GUVNL/ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.

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

33.4 Enquiries may be sought by the Bidder from Name of the Authorized Person of GUVNL:

Name of the Authorized Person of GUVNL	Contact Details:
Sh H N Shah General Manager (RE)	Phone (M):+91-9925213827 E-mail: *gmre@gebmail.com*
Sh M K Jani Superintending Engineer (RE1)	Phone No: +919925208486 Email ID: eere2.guvnl@gebmail.com
Sh B B Patel Executive Engineer (RE)	Phone (M): +91-9913911655 Email: *eere1.guvnl@gebmail.com*

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

Note: In the event of cancellation of LoIs prior to signing of PPAs, bid processing fee will not be refunded.

35 *Post Award Compliances*

RPD shall submit quarterly project report in the month of February, May, August and November showing specific status of the following milestones for performance monitoring of the Projects from the date of issuance of LoI;

a. Application of registration of project with GEDA in case project is to be set up in the Gujarat and State Nodal Agency in case of project is to be set up outside of Gujarat.
b. Connectivity application
c. Financial Closure
d. Award of EPC contract
e. Solar PV Module Supply Agreement
f. WTG Supply agreement
g. Land acquisition
h. Civil work status
i. Erection work status
j. Commissioning

In addition to above, selected bidders shall achieve 'Financial Closure' and 'Land acquisition' as under:

Land Acquisition: "Land Acquisition" shall mean acquisition of required land to establish RE Project by the RPD either by way of purchase of land or through lease/rent of the land. At this stage, RPD shall ensure submission of notarized copy of sale deed or / and lease / rent agreement evidencing the acquisition of land. The RPD shall acquire land for the project within eighteen (18) months from date of execution of PPA for Non-Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Land Acquisition date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents. An extension for the acquisition of land can however be considered by GUVNL, on the sole request of the RPD, on advance payment of extension charges of Rs.1000/- per day per MW plus GST as applicable. In case of any delay in depositing this extension charge, the RPD has to pay an interest on this extension charge for the days lapsed beyond due date of Land Acquisition @ SBI MCLR (1Year). This extension will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the RPD without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD.

GUVNL shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance

documents. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the RPD.

However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the RPD shall not be refunded by GUVNL.

SECTION 4.

QUALIFICATION REQUIRMENTS (QR) FOR BIDDERS

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

36 General Eligibility Criteria

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

36.1 The Bidder shall be a Company as defined.

36.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

36.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, Clause 36.7 of the RfS shall be applicable.

36.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

i. 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).

ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

iii. "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.Limited Liability Partnership (LLPs) are not eligible for participation.

iv. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

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

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

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

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

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

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

vii. A consortium where any member of the consortium falls under any of the above.

v. "Beneficial owner" for the purposes of Clause 36.4.iii.iv. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.

vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.

vii. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

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

36.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.

36.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to GUVNL, shall incorporate a Project company with

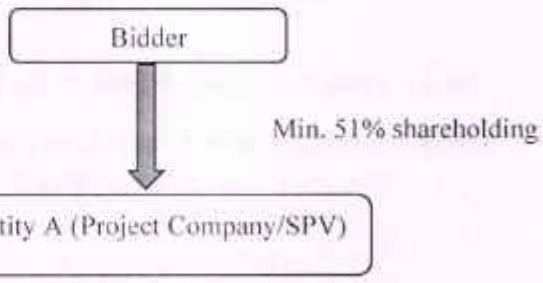
equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with GUVNL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior to SCSD of full Project Capacity, except with the prior approval of GUVNL.

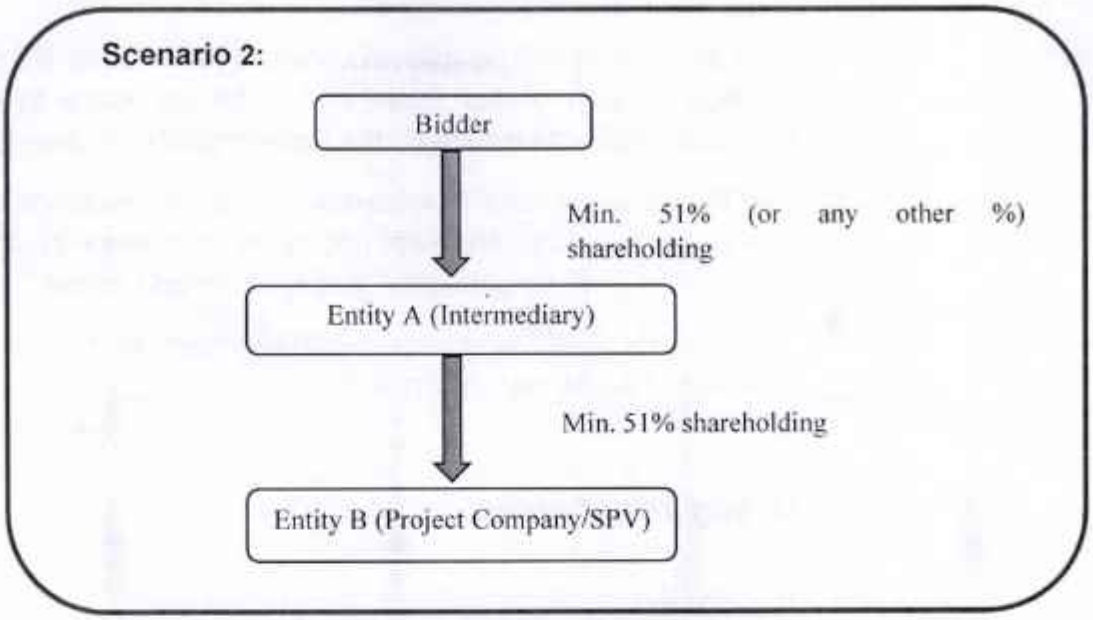
36.8 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake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

Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect as per Format 7.7 of the RfS.

36.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 36.3 and 36.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:





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

37 Technical Eligibility Criteria

37.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.9.

37.2 In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the SCSD of the Project will be allowed for deployment under this RfS.

37.3 The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg." and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of dispatch(procurement from within India)/filling of BOE with Indian Customs (procurement from outside India) of such modules.

37.4 The wind power projects will be developed as per the Guidelines issued by the Government of India or its agencies for development of Wind Power Projects. For solar modules and balance of systems, the technical guidelines issued by the Government of India from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commencement of power supply

from the Project, will be followed. Installation of other RE generating sources as part of the Project shall be governed by applicable technical standards issued by the Government from time to time.

37.5 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 22 of RfS. The undertaking shall be submitted as per enclosed Format 7.9.

37.6 The Projects shall also comply with the criteria for power generation as detailed in Clause 8 of the RfS.

38 Financial Eligibility Criteria

38.1 Net-Worth

i. The Net-Worth of the Bidder should be equal to or greater than the amount calculated as per the following formula, based on the Installed Capacity break-up quoted by the Bidder:
Minimum Net-Worth requirement shall be the amount calculated as 10 times the amount payable as part of EMD in line with Clause 17 of the RfS. For example, if the EMD calculated as per Clause 17 is determined as Rs. 75 lakhs, the minimum Net-Worth requirement shall be Rs. 75 lakhs x 10, i.e. Rs. 7.5 Cr. (INR 7,50,00,000).
The above Net-Worth amount shall be demonstrated by the Bidder as on the last of previous Financial Year, i.e., FY 2022-23 or as on the day at least 7 days prior to the bid submission deadline.

ii. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder fails to do so in accordance with the RfS.

iii. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

iv. Note: In case of revision in Installed Capacity prior to signing of PPA, resulting in an increase in the Installed Capacity being committed by the RPD, the RPD will be required demonstrate the revised Net-Worth requirements based on the revised Installed Capacity.

38.2 Not used

38.3 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 38.1 above. In case of the Bidder being

a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

38.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.

38.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2022-23, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

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

38.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 39.6.

38.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and the minimum Net-Worth requirement for the quoted Installed Capacity works out to be Rs. 1000 Crores, then requirement of Net-Worth to be met by Lead Member A would be Rs. 700.00 Crores and the Net-Worth to be demonstrated by Member B would be Rs. 300.00 Crores. Similar methodology shall be followed for computation of liquidity requirement.

Note: Wherever applicable, audited accounts for the last FY 2022-23 will be required to be submitted for meeting the qualification requirements.

SECTION 5.

BID EVALUATION AND SELECTION OF PROJECTS

39 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

40 Techno-Commercial Evaluation of Bidders (Step 1)

40.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by GUVNL whose required documents as mentioned at **Clause 29 of the RfS** are received by GUVNL. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee.

For e.g., if the bid submission deadline is 18:00 hrs. on 05.10.2023, the online bid opening will be conducted on 07.10.2023. In case of the above date being a holiday, the bids will be opened on the next working day.

40.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the Bidder.

40.3 Subject to **Clause 28** of the RfS, GUVNL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of 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 07 (seven) days from the date of such intimation from GUVNL. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. GUVNL shall not be responsible for rejection of any bid on account of the above.

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

41 Financial Bid Evaluation (Step 2)

41.1 In this step, evaluation of Techno-Commercially Qualified Bids shall be done based on the "First Round Tariff" quoted by the Bidder in

the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction.

It is to be clarified that bidder shall quote the tariff considering all requirement upto the delivery point as per RfS.

41.2 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

41.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single "First Round Tariff" in Indian Rupee per kWh for all the Projects applied for. **The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only**. If it is quoted with more than two digits after decimal, digits after the first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

41.4 In this step, evaluation will be carried out based on the tariff quoted by Bidders. It is clarified that irrespective of the Installed Capacities quoted by the Bidders, short listing and award of capacities under the RfS will be carried out based on the cumulative Contracted Capacities quoted by them.

41.5 On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate Contacted Capacity as quoted by the short-listed Bidders is lower than or equal to 400MW, then the procedure as elaborated in Clause No. 42.2 shall be followed.

41.6 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of GUVNL. Thereafter, GUVNL will take appropriate action as deemed fit.

41.7 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.

41.8 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause 42.2 of the RfS.

41.9 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid (Tariff in INR/ kWh)	Ranking
B1	INR 3.10	*L1*
B2	INR 3.20	*L2*
B3	INR 3.30	*L3*
B4	INR 3.30	*L3*
B5	INR 3.43	*L4*
B6	INR 3.60	*L5*
B7	INR 3.65	*L6*

42 *Reverse Auction (Step 3)*

42.1 The reverse auction for each project shall be conducted through https://www.bharat-electronictender.com portal on the day as intimated by GUVNL to the eligible bidders.

42.2 The Total eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total number of Techno-Commercially Qualified Bidders,

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

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

n = No. of bidders shortlisted for e-RA

S_E = (Eligible capacity for award)	(i) In case $S_T \leq 500$ MW, $S_E = 0.8 \times S_T$ (ii) In case $S_T > 500$ MW, $S_E = 0.8 \times S_T$ subject to maximum eligible capacity being500 MW.

Total eligible Bidders for e-Reverse Auction

i. In case $(0.8 \times S_T) \leq 500$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Accordingly, the no. of bidders shortlisted for e-RA,
i.e., "n" = "T".

ii. In case $(0.8 \times S_T) > 500$ MW: The lowest ranked bidder, i.e., the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Accordingly, the no. of bidders shortlisted for e-RA,
i.e., "n" = "T"-1

Note:

(a) In case more than one bidder is ranked as "H1" bidder, i.e., such bidders are at the same tariff, all such bidders will be eliminated at this stage.

(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 500 MW and the minimum number of shortlisted bidders for e-RA, after elimination at this stage, remains 3. In the contradictory scenario, no elimination will take place at this stage.

For e.g. (Short listing of Bidders for reverse auction):

Scenario-1: Total bid capacity of techno-commercially shortlisted bidders= S_T=1600 MW

Sl. No	Techno commerciall y qualified Bidder	Rank	Capacit y (MW)	T	(0.8x S_T)	S_E	n*	Shortliste d Bidders
1	B3	L1	50	10	1280 MW	500 MW	9	B3
2	B5	L2	100					B5
3	B1	L3	150					B1
4	B4	L3	300					B4
5	B2	L4	250					B2
6	B6	L5	200					B6
7	B7	L6	100					B7
8	B8	L7	50					B8
9	B9	L8	300					B9
10	B10	L9	100					

*n = 10-1 = 9 as per the above formula.

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders= S_T=500MW

S. No.	Techno commercially qualified Bidder	Rank	Capacit y (MW)	T	(0.8x S_T)	S_E	n	Shortliste d Bidders
1	B3	L1	50	5	400 MW	500 MW	5	B2
2	B2	L2	100					B3
3	B1	L3	100					B1
4	B4	L4	200					B4
5	B5	L5	50					B5

*n = 5 as per the above formula

42.3 Before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause No. 42.2 above. The reverse auction will be conducted after opening of financial bids on the same day.

42.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction.

i. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.

ii. The minimum decrement value for tariff shall be INR 0.01 per kWh. The Bidder can mention its revised discounted tariff which has to be at least 01 (One) Paisa less than its current tariff.

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

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

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

   i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.

   ii. 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 8 (eight) 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:

   i. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.

   ii. Orange Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.

   iii. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.

If no such change as described above is effected during the last 20 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

43 Selection of Successful Bidders

43.1 Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Orange" zones as per Clause 42.5(vi) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

43.2 The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) +2% of the L1 tariff-hereinafter referred to as "the range"- will be declared as Successful Bidders under the RfS, subject to the following conditions:

i. 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 50 MW and the maximum cumulative capacity not exceeding 500 MW.

ii. Time stamping- In case of a 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 quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.

iii. In the above case, 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 follows:

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

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

43.3 Illustration: Following example provides a possible illustration of the above methodology:

• L1 tariff discovered after e-RA: Rs. 4.40/kWh

• The range (L1+2% of L1): Rs. 4.48/kWh

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified as Successful Bidder
L1	50	50	NA	4.40	L1
L2	200	250	NA	4.41	L2
L3	250	500	16:00:03	4.48	L3
L3	200	750	16:00:07	4.48	
L4	200	950	NA	4.68	
L5	200	1150	NA	4.80	

43.4 Note: The allocation of cumulative capacity shall be closed at S_E. However, in no case, shall the capacity of a single Project selected under this RfS, be less than 50 MW, subject to provision of Clause 5.1 of the RfS. In case of the last Successful Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder but greater than 50 MW, then the Project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder, subject to the maximum cumulative capacity not exceeding S_E, being awarded under the RfS.

In case the partial capacity offered to the last Successful Bidder as per Cl. 43.2 above, is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to GUVNL within 7 days of completion of e-RA and not later than 7 days of issuance of LOIs by GUVNL, failing which, the awarded capacity shall be deemed to be accepted by the said Bidder.

In case the partial capacity offered to the last Successful Bidder as per Cl. 43.2 above, is greater than or equal to 50% of the total quoted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding S_E. In case the last Successful Bidder refuses to accept such partial capacity offered by GUVNL, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by GUVNL.

44 *Issuance of LOIs*

At the end of selection process, Letters of Intent (LOIs) may be issued to the Successful Bidders discovered as above. The LOIs may be awarded for the Contracted Capacity as quoted by the respective successful bidder, or the partial Contracted Capacity, as the case may be. In case of a Consortium

being selected as the successful Bidder, the LOI may be issued to the Lead Member of the Consortium.

In all cases, GUVNL's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

For a particular bidder, in case the finally offered capacity by GUVNL for signing of PPA is lower than the capacity for which the LoI was issued to the said Bidder, the respective Bidder may choose to reject such modified capacity, and will be allowed to exit the process without any liability to either party (i.e. GUVNL or the Bidder), and the said refused capacity will be offered to the next successful bidder as per the list of successful bidders. In case such offered partial capacity for signing of PPA is less than 50 MW, subject to provision of Clause 5.1 of the RfS, PPA will not be executed with such Bidder.

SECTION 6.

DEFINITIONS OF TERMS

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

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

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

i. controls, or

ii. is controlled by, or

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

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

"BID" or **"PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by GUVNL.

"BIDDER" shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.

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

"BID CAPACITY" shall mean the Contracted Capacity of the RE Power Project as proposed by the Bidder.

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

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

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

"CONTRACTED CAPACITY" shall mean the AC capacity in MW contracted with GUVNL for supply of power by the RPD to GUVNL at the Delivery Point(s) of the Project(s), based on which the PPA is executed with GUVNL.

"CONTRACT YEAR" shall mean, with respect to initial contract year, the period beginning on the commercial operation date and ending at 12:00 midnight on 31st March of that Fiscal Year and thereafter each period of twelve(12) months commencing on April 1 and ending on following March 31st. Each successive Contract Year shall coincide with the succeeding Fiscal Year except that the final contract year shall end on the date of expiry of the term or on termination of this agreement whichever is earlier.

"CONTROL" shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

"CONTROLLING SHAREHOLDING" shall mean more than 50% of the voting shares of the Company or right to appoint majority Directors.

"COMMERCIAL OPERATION DATE (COD)" OR "COMMENCEMENT OF SUPPLY DATE (CSD)" shall be the date certified by GEDA or Representatives / Agency authorized by GUVNL upon successful commissioning of the full Project Capacity or the last part capacity of the Project as the case may be;

"CENTRAL TRANSMISSION UTILITY (CTU)" shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of Electricity Act 2003.

"DAY" shall mean calendar day.

"DELIVERED ENERGY" in case of projects connected with GETCO grid shall mean energy actually fed and measured by the energy meters at the Delivery Point as certified by Gujarat SLDC in State Energy Account as per provisions of PPA and in case of projects connected with CTU grid shall mean the energy supplied at the Delivery Point as certified by Gujarat SLDC in State Energy Account, based on energy certified under Regional Energy Account.

In case of import of energy in a time block for Gujarat STU connected projects, the RPD shall be required to make payment to GUVNL at the tariff of relevant HT category as determined by GERC from time to time if the project is located in Gujarat. However, if the project is located outside of Gujarat or connected with CTU Network, the RPD shall be required to make arrangement for auxiliary power

drawl/import at their own cost in accordance with applicable Regulations. In case of export of energy in a time block, the RPD shall be eligible for the receiving agreed tariff from GUVNL for such delivered energy. Following points shall also form part of this definition.

All transmission charges and losses upto Delivery Point shall be to the account of the RPD. No change in charges / losses upto Delivery Point shall be covered under Change in Law;

DELIVERY POINT" in respect of park and non-park based projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU at which the project is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of park and non-park based projects connected with Inter State Transmission Network shall be the point or points of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at which Electricity is delivered into the Grid System of GETCO.

All expenses including transmission & wheeling charges and losses between the Project and the Delivery Point shall be borne by the RPD without any reimbursement by GUVNL. Expenses including wheeling charges and losses in relation to the transmission and distribution after the Delivery Point shall be borne by GUVNL as per the mechanism stipulated in the RFS.

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

a) Madhya Gujarat Vij Company Limited,

b) Dakshin Gujarat Vij Company Limited

c) Uttar Gujarat Vij Company Limited, and

d) Paschim Gujarat Vij Company Limited

"ELECTRICITY" shall mean the electrical energy in kilowatt-hours;

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

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

"EQUITY" shall mean Net Worth as defined in Companies Act, 2013.

"FIRM AND DISPATCHABLE RE (FDRE) POWER" shall mean the power profile configuration that is defined in the RfS, which matches the demand profile specified by the GUVNL for any hour of the day, to be met by RE power sources

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

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

"FIRST TIME CHARGING (FTC)" shall mean the approval from SLDC/RLDC to RE Project Developer (RPD) for First Time Charging (FTC) after all the necessary compliance as per prescribed in "procedure of connectivity" of CERC regulation/CEA/RLDC, i.e. Study Reports, Models, additional equipment for Dynamic Reactive Power Compensators, Benchmarking Reports, Certificates etc as require by the RLDC/SLDC shall be solely complied by RE Project Developer (RPD).

"GUIDELINES" shall mean "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems" issued by the Ministry of Power vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS.

"GRID CODE REGULATIONS" or "GRID CODE" shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.

"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. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

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

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

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

"InSTS" means Intra-State Transmission System.

"INTERESTED PARTIES" shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium;

"INTERCONNECTION POINT" or "INJECTION POINT" shall mean a point on the grid, including a sub-station or a switchyard, where the interconnection is established between the RE Power Generator and the grid and where electricity injected into the grid can be measured unambiguously by the RLDC/SLDC.

"INTERCONNECTION FACILITIES" in respect of the Power Producer shall mean all the facilities installed by the Power Producer to enable GUVNL to receive the electrical output from the project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to nearest ISTS/STU sub-station.

"ISTS"means Inter-State Transmission System.

"JOINT CONTROL" shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).

"LEAD MEMBER OF THE BIDDING CONSORTIUM" or **"LEAD MEMBER"**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) years after the SCSD of the Project.

"LETTER OF INTENT" *or* **"LOI"** shall mean the letter issued by Gujarat Urja Vikas Nigam Limited (GUVNL) to the selected Bidder intending

to award of the Project subject to adoption of tariff under Section 63 by Hon'ble GERC;

"LIMITED LIABILITY PARTNERSHIP" or **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

"LLC" shall mean Limited Liability Company.

"MEMBER IN A BIDDING CONSORTIUM" or **"MEMBER"** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

"MONTH" shall mean calendar month.

"METERING POINT" mean the point at which energy shall be measured for supply to GUVNL and shall be the interconnecting bus bar of the GETCO / CTU substation.

"NET-WORTH" shall mean the Net-Worth as defined in Section 2 of the Companies Act, 2013.

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

"PARENT" shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

"PART COMMISSIONING" shall mean a part of the Project Capacity (AC MW) commissioned as per provisions of RfS and PPA;

"POOLING SUBSTATION/POOLING POINT" shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the RPD(s) to get connected to the ISTS/STU substation. The voltage level for such common line shall be 66 kV or above for state of Gujarat and 220kV or above for ISTS substation. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS/STU substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

"PGCIL" or **"POWERGRID"** shall mean Power grid Corporation of India Limited.

"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.

"PERFORMANCE BANK GUARANTEE" shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per Clause 18;

"PROJECT" or "RENEWABLE POWER PROJECT" or "RE PROJECT" or "PLANT" shall mean the renewable energy generation facility owned by the RPD, comprising Solar Power Generating systems, Wind Power Generating systems, other renewable energy generating source(s)or a combination thereof, for supply of RE power, including ESS (which may be leased/tied-up from a third party), having single or multiple point(s) of injection into the grid at Interconnection Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall include auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to GUVNL. It may be noted that the sources of generation and ESS, if any, may be co-located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power.

"PROJECT CAPACITY" or "INSTALLED CAPACITY shall mean the rated AC capacity of the installed Project components, i.e. Solar PV, Wind Power and any other RE generating components, along with ESS Components of the Project, as committed in the PPA. This shall be equal to the "installed capacity" for which connectivity is sought by the RPD under the GNA Regulations. The quantum of Installed Capacity (in AC MW), including that of the revised Installed Capacity, if any, shall be greater than or equal to the Contracted Capacity

"PROJECT DEVELOPER" or **"DEVELOPER"** or **"RE POWER DEVELOPER (RPD)"** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by GUVNL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of signing of PPA with GUVNL and supplying power under the PPA.

"PROJECT LOCATION(s)" shall mean the area/areas identified by the RPD, comprising village(s), Tehsil(s)/Taluka(s) and District(s) within a State or States, where the Project is being implemented.

"PROJECT COMMISSIONING" or "COMMISSIONING" The Project will be considered as commissioned by GEDA or State Nodal Agency or Representatives / Agency authorized by GUVNL if all equipment as per rated Contracted Capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA and upon certification of commissioning by respective agency as per PPA.

"PROMOTER" shall mean Promoter as defined in the Companies Act, 2013.

"RfS" or "RfS DOCUMENT" or "BIDDING DOCUMENT(S)" or "TENDER DOCUMENTS" shall mean the "Request for Selection" document issued by GUVNL including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof, vide RfS No. GUVNL / 500 MW / FDRE (Phase I) dated .2024

"REA" means the Regional Energy Account issued by Regional Load Dispatch Centre and amendment thereto.

"RLDC" means the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003.

"SCHEDULED COMMERCIAL OPERATION DATE" or "SCOD" "SCHEDULE COMMENCEMENT OF SUPPLY DATE" OR "SCSD" shall be the date as declared by the Successful Bidder in the PPA which shall not exceed 24 (twenty four) from the date of execution of the PPA for RE power with ESS.

"SEA" means the State Energy Account issued by State Load Dispatch Centre, Gujarat and amendment thereto.

"SELECTED BIDDER" or "SUCCESSFUL BIDDER" shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

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

"SOLAR PV POWER PROJECT" or "SOLAR POWER GENERATING SYSTEM/ STATION" shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

"SPECIFIED CAPACITY" shall mean the power (MW) stipulated in a particular time-block as per Annexure-B of this RfS, which the RPD is obligated to supply as per the provisions of PPA.

"STATE TRANSMISSION UTILITY (STU)" shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.

"SUB-POOLING SUBSTATION" shall mean the intermediate pooling point where power from the Solar and/or Wind Project components, along

with the Energy Storage System (ESS) is injected into and from where the power is evacuated through a single transmission line and injected into the grid / Interconnection Point. It should be noted that this point shall be prior to the Metering Point of the Project;

"TOE" shall mean Tender Opening Event.

"Tariff" shall have the meaning set forth in Article 8 of PPA.

"ULTIMATE PARENT" shall mean a Company, which owns more than 50% voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.

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

"WEEK" shall mean calendar week.

SECTION 7.

SAMPLE FORMS & 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 4 and other submission requirements specified in the RfS.

FORMAT 7.1

COVERING LETTER

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

Ref.No. _____ Date: _____

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

Tel.#:Fax#:

E-mail address#

To,

General Manager (RE)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Sub: Response to RfS No. ..... dated ..... for .....(Insert title of the RfS)

Dear Sir/ Madam,

We, the undersigned ..... *[insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to GUVNL, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our 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 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard (strike out whichever not applicable).

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 500 MW, including this response to RfS.

We are submitting RfS for the development of following Project(s): -

Project No.	Contracted Capacity offered (MW)	Installed Capacity to be committed under the PPA (Rated capacities of respective components)	CUF (%)	Location(s) (Village, Tehsil, Dist., State)	Inter-connection Point(s) Details	Project preference*
1.		Solar PV component: ___MW				
		Wind power component: ____MW				
		Other RE power generating component: _____ MW				
		ESS component: ____MW/____MWh				
2.						

(The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 43.4 of the RfS.)

1. We give our unconditional acceptance to the RfS, dated ..... *[Insert date in dd/mm/yyyy]*, standard PPA documents attached thereto, addendums if any issued by GUVNL. In token of our acceptance to the RfS and PPA documents along with the amendments and clarifications issued by GUVNL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that we shall demonstrate clear possession and right to use of the land identified for the Project within the deadlines as indicated in the RfS. We also confirm that we will commence power supply from full project capacity within the deadline as indicated in the RfS.

2. Earnest Money Deposit (EMD):- (*Please read Clause 17 carefully before filling*)
   We have enclosed EMD of INR ..... (*Insert Amount*), in the form of Bank Guarantee no. ..... [*Insert bank guarantee number*] dated ..... [*Insert date of bank guarantee*] as per Format 7.3A from ..... [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause No. 17 of this RfS. The quoted capacity of the RE Power offered by us is ..... MW [*Insert capacity proposed*] (strike off whichever is not applicable).

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/ of the requisite value(s) towards PBG within due time as mentioned in Clause No. 18 of this RfS on issue of LOI by GUVNL for the selected Projects and/ or we are not able to sign PPA with

GUVNL within the timeline as stipulated in the RfS for the selected Projects, GUVNL shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We hereby declare that the Project Capacity, for which the bid is being submitted by us has already been commissioned by us, and for the same, we have not suo-motu terminated any already signed PPAs with any entity for participating in this RfS under Clause 1.7 of the RfS. (applicable only in case of already commissioned Projects).

5. We have submitted our response to RfS strictly as per Chapter 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

6. We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and GUVNL offers a capacity which is greater than or equal to 50% of our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

7. Acceptance:-We hereby unconditionally and irrevocably agree and accept that the decision made by 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 from the provisions of the RfS and all claims in respect of this process.

   We also unconditionally and irrevocably agree and accept that the decision made by GUVNL in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

8. Familiarity with Relevant Indian Laws &Regulations: -
   We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

9. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, 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.

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. We hereby undertake that in the event of our project is selected, we shall be solely responsible for getting the connectivity on or before SCSD. In the event of delay in commissioning, the provisions of the RfS / relevant Articles of PPA shall be applied. Further, the project shall not be considered as commissioned unless the connectivity with STU / CTU grid is established and GEDA in case project located in Gujarat and State Nodal Agency / Representatives / Agency authorized by GUVNL in case project located outside of Gujarat issues certificate of commissioning.

12. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from GUVNL.

13. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

14. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e., a period upto the date as on 12 months from the last date of technical bid opening].

15. **Contact Person**

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

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

16. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a seller's event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____day of_____, 20....

Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium)
(To be provided by each of the other members of the Consortium in favor of the Lead Member)
(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of INR 300/-)

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at ....., ..., and M/s ..... having its registered office at ....., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered/ Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name
Designation
Accepted

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

Attested
Place:
Date:)

(Signature of the executant)

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

Place: ----------
Date: ----------

FORMAT 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of INR 300/-)

Reference: .....
Bank Guarantee No.: .....
Date: .....

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for **Selection of RE Power Developers for Procurement of 500 MW Firm and Dispatchable Power from Grid Connected Renewable Energy (RE) Power Projects in India** under Tariff-based Competitive Bidding (GUVNL / 500 MW / FDRE (Phase I) of the capacity of ..... MW [*Insert Contract capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Gujarat Urja Vikas Nigam Limited (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of .....[*Insert 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 [*Insert Name of the Place from the address of GUVNL*] forthwith without demur on demand in writing from GUVNL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [*Insert amount not less than that derived in line with Clause 17.1 of the RfS*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____[*insert date of validity in accordance with Clause No. 17 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause No. 17 of this RfS*]. GUVNL shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause No. 17 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, in order to make the said payment to GUVNL.

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause No. 17 of this RfS*].

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

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [*Insert Name and Address of the Bank*] __

Contact Details of the Bank:
E-mail ID of the Bank:
Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of INR 300/-.
2. The Bank Guarantee shall be executed by any of the Bank from the List of Banks mentioned in Clause 17.2 of the RfS.
3. The Bank Guarantee shall be strictly as per format and any deviation / addition in the text of Bank Guarantee shall make the bidder's bid liable for rejection.
4. Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :

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

FORMAT 7.3 B

NOT USED

FORMAT 7.3C

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)
(format applicable for PBG against clause 18 and Clause 9.1)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of INR 300/-)

Reference: .....
Bank Guarantee No.: .....
Date: .....

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected RE Power Developer' or 'RPD') submitting the response to RfS inter alia for ..... [*Insert title of the* RfS] of the Contracted Capacity of ..... MW [*enter Contracted Capacity as per the PPA*] through setting up of .....MW [*Insert committed Installed Capacity as per the PPA*] of Installed Capacity, at .....*[Insert name of the Project location(s)]*, for supply of power there from on long term basis, in response to the RfS dated..... issued by Gujarat Urja Vikas Nigam Limited (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of .....[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the RE Power Developer and issuing Letter of Intent No. _____ to _____ (*Insert Name of selected RE Power Developer*) as per terms of RfS and the same having been accepted by the selected RPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected RE Power Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS and or PPA, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 forthwith on demand in writing from GUVNL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [*Insert name of the selected RE Power Developer/ Project Company*]

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

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only).

Our Guarantee shall remain in force until..... (Insert validity date being date up to 9 months from SCSD) and GUVNL shall be entitled to invoke this Guarantee till ..... (Claim period at least up to 12 months from SCSD)

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, in order to make the said payment to GUVNL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected RE Power Developer / Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require GUVNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GUVNL in respect of any payment made hereunder

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until ..... With claim period till ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GUVNL serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ *[Insert Name and Address of the Bank]* __

Contact Details of the Bank:
E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

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 clause 17.2 of the RfS.
3. The Bank Guarantee shall be strictly as per format and any deviation / addition in the text of Bank Guarantee shall make the bidder's bid liable for rejection.
4. Bank details of GUVNL for SFMS Confirmation regarding issuance of BG :

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

FORMAT 7.3D

NOT USED

FORMAT 7.4

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____dated_____ and subsequently issued addendums and communications thereto, if any for _____(insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to Gujarat Urja Vikas Nigam Limited (GUVNL), representing us in all matters before GUVNL, and generally dealing with GUVNLin all matters in connection with our bid for the said Project. (***To be provided by the Bidding Company or the Lead Member of the Consortium***)

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

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

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (.....%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ---------- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by each Member of the Bidding Consortium including Lead Member)**

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated ..... executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

FORMAT 7.5

FORMAT FOR CONSORTIUM AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

THIS Consortium Agreement ("Agreement") executed on this ___ Day of _____ Two Thousand _____ between M/s _____ [*Insert name of Lead Member*] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____(hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____dated _____issued by Gujarat Urja Vikas Nigam Limited (GUVNL) a Company incorporated under the Companies Act, 2013, and having its Registered Office at Sardar Patel Vidyut Bhavan, Race Course Vadodara – 390 007.

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

WHEREAS GUVNL desires to purchase Power under RfS_____ for _____ (insert title of the RfS);

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s_____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, _____, Member-n and to submit the response to the RfS.

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

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

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

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

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

We acknowledge that after the execution of PPA, the combined shareholding in the SPV/Project Company shall not fall below 51% at any time prior to 1 (one) year after the SCSD, except with the prior approval of GUVNL.

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 RPD achieves financial closure and commencement of power supply in terms of the PPA.

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

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

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its

liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

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

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

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

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

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

15. This Agreement

    a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
    b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
    c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of GUVNL.

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

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

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

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

Witnesses:

1) Signature----------
Name:
Address:

2) Signature ----------
Name:
Address:

For M/s---------- [Member 2]

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

Witnesses:

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

Name:

Address:

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

Name:

Address:

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

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

Witnesses:

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

Name:

Address:

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

Name:

Address:

Signature and stamp of Notary of the place of execution

FORMAT 7.6

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____ Date: _____

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

_____

_____

Tel.#: Fax#:

E-mail address#

To,

General Manager (RE)
Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2022-23 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 38.1 of the RfS, financial eligibility criteria of the Rfs as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose networth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further,*

documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [*Insert name of the Member*]

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

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose networth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

(Signature & Name of the Authorized Signatory) **(Signature and Stamp of CA)**

Membership No.
Regn. No. of the CA's

Firm:
Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover/PBDIT(as applicable)duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

(iii) In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

FORMAT 7.7A

UNDERTAKING OF NON-DEBARMENT IN BID PARTICIPATION

(To be submitted on the letterhead of the Bidder)

Not Used

FORMAT 7.7B

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Gujarat Urja Vikas Nigam Limited, in respect to our response to RfS vide RfS No. _____dated_____, that as on _____(insert bid submission deadline), M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on _____(insert bid submission deadline), M/s _____ (insert name of the Bidder)& any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies.

(Name and Signature of the Authorized Signatory)

FORMAT 7.8

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*
Tel. #:Fax#:
E-mail address#

To,
General Manager (RE)
Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara-390007

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No._____ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare and confirm that in terms of the definitions of the RfS, M/s_____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Ccontrol in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

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 the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LOI/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by GUVNL for a period of 2 years from the date of default as notified by GUVNL.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 36.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, 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, GUVNLshall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM & RLMM Order and the Lists(s) there under, while quoting the tariff in RfS for _____ (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the_____day of_____, 20___.

Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORMAT 7.8A

FORMAT FOR DISCLOSURE

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

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium)*
Tel. #:
Fax#:
E-mail address#

To,
General Manager (RE)
Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course, Vadodara-390007

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s _____ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s _____ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No._____.

We undertake that M/s _____(enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s _____ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the RfS, M/s_____ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and

LOI/PPA as applicable, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by GUVNL for a period of 2 years from the date of default as notified by GUVNL.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 36.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, 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, GUVNLshall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM & RLMM Order and the Lists(s) there under; while quoting the tariff in RfS for _____ (Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the_____day of_____, 20___.
Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

ANNEXURE TO FORMAT 7.8/7.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:
MoF OM F.7/10/2021-PPD(1) dated 23.02.2023

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

Ref. No. _____ Date: _____

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

_____

_____

Tel#:
Fax#:
E-mail address#

To,
General Manager (RE)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007

Sub: Response to RfS No ..... dated .....for the tender for.....

Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

"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_____, 20....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

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

FORMAT 7.9

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(To be Submitted on the letterhead of the Bidder)

1	**Name of Bidding Company/ Lead Member of Bidding Consortium**	
2	**Location(s) of RE components**	
3	**Contracted Capacity proposed**	..... MW
4	**Brief about the Project Configuration breakup (Installed capacity)**	
	i) Rated Installed Capacity of Solar component(s)	..... MW
	ii) Rated Installed Capacity of Wind component and other RE generating sources (W)	..... MW (for each component)
	iii) Rated cumulative Installed Capacity of the ESS component	..... MW/.....MWh (Brief Write-up about the ESS to be annexed with the format)
	iv) Annual Energy proposed to be supplied through ESS	.....kWh

Dated the _____day of_____, 20....

Thanking you,

We remain,

Yours faithfully,

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

FORMAT 7.9A

FORMAT FOR TECHNICAL CRITERIA AND COMMITEMENT TO FINANCIAL CLOSURE

(ON STAMP PAPER DULY NOTARIZED)

Ref RfS.No. _____ Date: _____

We hereby undertake to certify in line with relevant Rfs clause under the title "Financial Closure" that the following details/documents shall be furnished within **12 (twelve) months** from Effective Date of the PPA.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.

2.0 Implementation & Support Agreement executed with Solar Power Park Developer (If applicable)

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 RfS Clause 22 & 35 have been paid.

Dated the_____day of_____, 20....

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

FORMAT 7.10

NOT USED

FORMAT 7.11

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref.No. _____ Date: _____

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

_____

_____

Tel.#:
Fax#:
E-mail address#

To,
General Manager (RE)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

I/We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for a Contracted Capacity of ____ MW in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period upto the date as on 12 months from the due date of submission of the response to RfS such further period as may be mutually agreed upon.
Dated the_____day of_____, 20__.

Thanking you,
We remain,
Yours faithfully,

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

Notes:

1. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.*

2. *If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*

3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be 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. *Tariff should be in Indian Rupee up to two decimal places only.*

FORMAT 7.12

PRELIMINARY ESTIMATE OF COST OF RE PROJECT

(Disclaimer: It is clarified that the data submitted as part of this Format is for GUVNL's records only, and will have no bearing on the RPD's claims against Change in Law or any other provisions of the PPA)

Project Capacity: .....MW
Location: .....

No standard break-up for the Project Cost, the Bidder shall indicate the break-up in terms of major components in the Project and may use any format to provide the break up.

Dated the_____day of_____, 20....

Thanking you,
We remain,
Yours faithfully,

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

ANNEXURE - A

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

The Project selected under the RfS shall strictly adhere to the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019, and subsequent amendments and clarifications.

All components of the 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 IS/ IEC 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. SPV Modules

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

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

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

2. Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/IEC 62116/ UL1741 or equivalent BIS Standards

3. Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that

for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. Authorized Test Centers

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

5. Warranty

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

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

6. Identification and Traceability

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

i. Name of the manufacturer of PV Module
ii. Name of the Manufacturer of Solar cells
iii. Month and year of the manufacture (separately for solar cells and module)
iv. Country of origin (separately for solar cells and module)
v. I-V curve for the module at Standard Test Condition (1000 W/m^2, AM 1.5, 25 DegC)
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 GUVNLand 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 GUVNLand 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 and unit Batteries from the ESS

The developers will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their 'end of life' (when they become defective/ non-operational/ nonrepairable) 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.

APPENDIX - A1

SAFETY STANDARDS TO BE FOLLOWED FOR ENERGY STORAGE SYSTEMS (AS APPLICABLE)

Battery Energy Storage Systems (BESS)

Standard/ Code (or equivalent Indian Standards)	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd/NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC 62619 (battery) + IEC 63056 (battery))	Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Either UL 1642 or UL1973 or (IEC 62619 + IEC 63056) for the Battery level
IEC 62281 / UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries	Required for both Battery and Cell.
IEC 61850/ DNP3	Communications networks and management systems. (BESS control system communication)	
UL 9540 or (IEC TS 62933-5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems – General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level

IEC 62933-2-1	Electrical energy storage (EES) systems - Part 2-1: Unit Parameters and testing methods - General Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test
Power Conditioning Unit Standards for BESS		
IEC 62477-1	Safety requirements for power electronic converter systems and equipment - Part 1: General	
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1000 V AC or 1500 V DC up to 36 kV AC or 54 kV DC	
IEC 61000-6-2 Ed.2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments	
IEC 61000-6-4 Ed.2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments	
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures	
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold	
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat	
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature	
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)	

For other technologies being used in ESS, the Developer shall adhere to the relevant environmental and safety standards issued by Government of India from time to time.

ANNEXURE - B

DEMAND PROFILE

1. The profile for a representative day of a month as brought out in the table below is required to be met for all the days of the respective month.
2. The non-zero demand profile shall be followed by the individual RPD on pro-rata basis, i.e. for a Contracted Capacity of "A" MW, the respective demand for 1st time-block as per the table below shall be "A" MW for the PPA period.

For Any Contract Year			
Time Block (hh:mm)	**Demand (MW)**	**Time Block (hh:mm)**	**Demand (MW)**
00:00:00	200	**05:00:00**	500
00:15:00	200	**05:15:00**	500
00:30:00	200	**05:30:00**	500
00:45:00	200	**05:45:00**	500
01:00:00	200	**06:00:00**	500
01:15:00	200	**06:15:00**	500
01:30:00	200	**06:30:00**	500
01:45:00	200	**06:45:00**	500
02:00:00	200	**07:00:00**	500
02:15:00	200	**07:15:00**	500
02:30:00	200	**07:30:00**	500
02:45:00	200	**07:45:00**	500
03:00:00	200	**08:00:00**	500
03:15:00	200	**08:15:00**	500
03:30:00	200	**08:30:00**	500
03:45:00	200	**08:45:00**	500
04:00:00	200	**09:00:00**	500
04:15:00	200	**09:15:00**	500
04:30:00	200	**09:30:00**	500
04:45:00	200	**09:45:00**	500

10:00:00	500	17:00:00	500
10:15:00	500	17:15:00	500
10:30:00	500	17:30:00	500
10:45:00	500	17:45:00	500
11:00:00	300	18:00:00	500
11:15:00	300	18:15:00	500
11:30:00	300	18:30:00	500
11:45:00	300	18:45:00	500
12:00:00	200	19:00:00	500
12:15:00	200	19:15:00	500
12:30:00	200	19:30:00	500
12:45:00	200	19:45:00	500
13:00:00	200	20:00:00	200
13:15:00	200	20:15:00	200
13:30:00	200	20:30:00	200
13:45:00	200	20:45:00	200
14:00:00	300	21:00:00	200
14:15:00	300	21:15:00	200
14:30:00	300	21:30:00	200
14:45:00	300	21:45:00	200
15:00:00	400	22:00:00	300
15:15:00	400	22:15:00	300
15:30:00	400	22:30:00	300
15:45:00	400	22:45:00	300
16:00:00	500	23:00:00	300
16:15:00	500	23:15:00	300
16:30:00	500	23:30:00	300
16:45:00	500	23:45:00	300

Annexure – C1

ILLUSTRATION FOR PENALTY APPLICABLE AGAINST SHORTFALL IN OFF PEAK HOUR DEMAND FULFILMENT RATIO (DFR)

For Any Typical Month (Off – Peak Hour)				
Day	Time Block (hh:mm)	Power Scheduled by the RPD during a Particular Day (A) , MW	Specified power as per demand profile (B), MW	DFR (C) = min (A/B, 1)#
01-April	00:00-00:15	100	200	0.500
01-April	00:15-00:30	100	200	0.500
01-April	00:30-00:45	100	200	0.500
01-April	00:45-01:00	125	200	0.625
01-April	01:00-01:15	125	200	0.625
01-April	01:15-01:30	150	200	0.750
..	...	...	...	...
08-April	12:00–12:15	125	200	0.625
08-April	12:15–12:30	125	200	0.625
08-April	12:30–12:45	150	200	0.750
08-April	12:45–13:00	100	200	0.500
08-April	13:00–13:15	100	200	0.500
08-April	13:10–13:30	100	200	0.500
...	...	...	...	...
16-April	14:00–14:15	250	300	0.8333
16-April	14:15–14:30	250	300	0.8333
16-April	14:30–14:45	250	300	0.8333
16-April	14:45–15:00	270	300	0.9000
16-April	15:00–15:15	340	400	0.8500
16-April	15:15–15:30	340	400	0.8500

..	...	...	...	...
30-April	22:30–22:45	250	300	0.8333
30-April	22:45–23:00	250	300	0.8333
30-April	23:00–23:15	210	300	0.7000
30-April	23:15–23:30	205	300	0.6833
30-April	23:30–23:45	205	300	0.6833
Mean DFR for all time-blocks for this month, $DFRa_{(off\ peak)}$ (Mean of Column C)				0.7876

#Values of DFRs will be considered up to 4 places of decimal for the purpose of calculation of penalties for shortfall in meeting the DFRs.

Total Off Peak Hour Demand (MUs) for the April month (as per the Annexure-B of the RfS) (D): = 252 MUs (total MUs)– 93 MUs (peak hour MUs) = 159 MUs

Min. DFR to be maintained as per the RfS (DFRmin) = 0.9 (as per RfS)

Actual monthly DFR ($DFRa_{(off\ peak)}$) as per above table = 0.7876

Penalty for shortfall in the DFR (in INR)

= D x (DFRmin – $DFRa_{(off\ peak)}$) x P x 1.5
{if $DFRa_{(off\ peak)}$ < DFRmin};
OR
= 0 {if $DFRa_{(off\ peak)}$ > DFRmin}

Assuming PPA Tariff of INR 5.30/kWh,

Penalty for shortfall for the Month = (159 x (0.8-0.7876)x5.30x1.5x1000000
= INR 1,56,74,220/-

Annexure – C2

ILLUSTRATION FOR PENALTY APPLICABLE AGAINST SHORTFALL IN PEAK HOUR DEMAND FULFILMENT RATIO (DFR)

Morning Peak Hour : 07:00 Hrs to 10:00 Hrs
Evening Peak Hour : 16:00 Hrs to 20:00 Hrs

For Any Typical Month (Peak Hour)				
Day	Time Block (hh:mm)	Power Scheduled by the RPD during a Particular Day (A) , MW	Specified power as per demand profile (B), MW	DFR (C) = min (A/B, 1)#
01-June	07:00-07:15	410	500	0.8200
01-June	07:15-07:30	410	500	0.8200
01-June	07:30-07:45	410	500	0.8200
01-June	07:45-08:00	410	500	0.8200
01-June	08:00-08:15	410	500	0.8200
01-June	08:15-08:30	410	500	0.8200
..	...	...	...	...
08-June	18:00–18:15	420	500	0.8400
08-June	18:15–18:30	420	500	0.8400
08-June	18:30–18:45	420	500	0.8400
08-June	18:45–19:00	420	500	0.8400
08-June	19:00–19:15	420	500	0.8400
08-June	19:15–19:30	420	500	0.8400
...	...	...	...	...
16-June	09:00–09:15	475	500	0.9500
16-June	09:15–09:30	475	500	0.9500
16-June	09:30–09:45	475	500	0.9500
..	...	...	...	...
30-June	08:30–08:45	410	500	0.8200

30-June	08:45–09:00	410	500	0.8200
30-June	19:00–19:15	400	500	0.8000
30-June	19:15–19:30	375	500	0.7500
30-June	19:30–19:45	350	500	0.7000
Mean DFR for all time-blocks for this month, $DFRa_{(peak)}$ (Mean of Column C)				0.8389

#Values of DFRs will be considered up to 4 places of decimal for the purpose of calculation of penalties for shortfall in meeting the DFRs.

Total Peak Demand (MUs) for the June month (as per the Annexure-B of the RfS) (D): 90 MUs

Min. DFR to be maintained as per the RfS (DFRmin) = 0.9 (as per RfS)

Actual monthly DFR ($DFRa_{(peak)}$) as per above table = 0.8389

Penalty for shortfall in the DFR (in INR)

= D x (DFRmin – $DFRa_{(peak)}$) x P x 1.5

{if $DFRa_{(peak)}$ < DFRmin};

OR

= 0 {if $DFRa_{(peak)}$ > DFRmin}

Assuming PPA Tariff of INR 5.30/kWh,

Penalty for shortfall for the Month = (90 x (0.9-0.8389)x5.30x1.5x1000000

= INR 4,37,17,050/-

Annexure - D

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

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 29.1, 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 DOs 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.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.
   Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

- A valid e-mail ID of the Organization/ Firm

Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.

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 RfS Documents and their subsequent Addenda / Corrigenda / Amendments / Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

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

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

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

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

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

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

i) 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.

APPENDIX – A2

COMMISSIONING PROCEDURE

1. RPD proposing the Project, or its part (including single component), for trial run or repeat of trial run shall give a notice of not less than seven (7) days to the concerned RLDC/SLDC, State Nodal Agency and GUVNL. The RPD shall be solely responsible for any delay or non-receipt of the notice by the concerned agencies, which may in turn affect the commissioning schedule of the Project.
2. RPD shall ensure that all the equipment Solar panels, Inverters, transformers Wind Turbine Generators (WTGs), RE Components and Energy Storage System (ESS) have been installed and completed in all aspects and the Project is synchronized to the grid in order for it to be declared as being commissioned. Such certificate shall be provided by RPD with Authorized Signatory of Company. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/STU any other concerned authority as applicable shall be taken by the RPD.
3. Part Commissioning of Project would be considered subject to the condition specified in the respective RfS and PPA documents.
4. Early Commissioning of a Project prior to the SCSD is allowed. In order to facilitate this, RPDs shall inform the concerned agencies and GUVNL well in advance regarding the date it intends to synchronize the Power Project to the Grid System.
5. Prior to being declared as being commissioned, CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, WTGs, ESS component(s), inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the RPD to obtain the certificate. .
6. The approval of CEA under Section 177 Technical standard for connectivity to the Grid regulations, 2007 on 21.02.2007 & amendment of these regulations notified on 15.10.2013 and 06.02.2019 and any of its amendment from time to time to be obtained by the RPD.
7. In line with CERC Order No. 1/14/2015-Reg.Aff. (FSDS-Proced.)/CERC dated 03.03.2017, RPD shall provide data telemetry with combination of solar component and for wind at the WTG level to the concerned RLDC. Line of confirmation received from RLDC/CTU with regards to above is required.
8. The Commissioning of the Project shall be declared only upon synchronization of minimum cumulative capacity required to declare part commissioning of the Project under the RfS.
9. Commercial Operation Date" with respect to the Project shall be the date certified by GEDA in case the project is located in Gujarat or as certified by State Nodal Agency

or Representatives / Agency authorized by GUVNL in case the project is located outside of Gujarat.

10. RPD shall submit requisite documents (not limited to below mentioned) as demanded by GUVNL, GEDA or State Nodal Agency or Representatives / Agency authorized by GUVNL during the commissioning of project.

    a. Copy of CON-4 report submitted to CTU or Connection Agreement with STU.

    b. CEI/CEIG (as applicable) report containing approval for all the components, including Solar PV modules, WTGs, ESS component(s), inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the RPD to obtain the certificate.

    c. Approval of Metering arrangement/scheme from CTU/GRID-INDIA/STU any other concerned authority as applicable.

    d. Plant Layout, Plant (AC & DC) SLD.

    e. Affidavit certifying that the RPD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying GUVNL against any discrepancies in the above details.

    f. Affidavit from the RPD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying GUVNL against any discrepancies in the above details.

    g. Documents to establish the compliance of technical requirement as per PPA/RfS.

    h. Invoices against purchase of the Solar PV modules, WTGs, ESS component(s), Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.

    i. In addition to the above, the RPD shall provide coordinates of WTGs, KML files for the Solar PV component (specifying each block), details of ESS, RLMM/ALMM certificates, insurance documents of Project, online monitoring facility as stated vide Clause 7, Annexure-A, of the RfS.

11. GUVNL's scope will be limited to verifying the installation of rated capacity(ies) of the Project as per the CSD certificate issued by State Nodal Agency and submitted by the RPD. This verification will be at GUVNL's discretion and shall not constitute any certification/confirmation of commissioning/CSD of the Project by GUVNL. Prior to declaration of commencement of power supply, the RPD shall submit CSD certificate for the corresponding Installed Capacity to GUVNL as part of the requisite documents.

APPENDIX – A3

CHECK LIST FOR BANK GUARANTEES

Sl. no.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	Is the place of raising of claim in the Bank Guarantee in line with the Format prescribed by GUVNL?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initiated by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LOI No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	Has the SFMS confirmation for issuance BG been forwarded to GUVNL on the email ID mentioned in Bid Information Sheet?	

ANNEXURE – E

PRE BID QUERY FORMAT

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks
01					
02					
03					

POWER PURCHASE AGREEMENT

FOR

PROCUREMENT OF ..... MW (FIRM AND DISPATCHABLE) RE POWER ON LONG TERM BASIS

Between

..... [Name of RE Power Developer]

And

Gujarat Urja Vikas Nigam Ltd

..... [Insert month and year]

This Power Purchase Agreement is made and entered into at Vadodara on the .....[Insert date] day of.....[Insert month]

of ..... [Insert year]

Between

..... [Insert name of the RE Power Developer] (CIN -_____), a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at

..... [Insert address of the registered office of RE Power Developer] (hereinafter referred to as **"RE Power Developer or RPD"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part;**

And

Gujarat Urja Vikas Nigam Limited (CIN U40109GJ2004SGC045195), a company incorporated under the Companies Act 1956, having its registered office at Sardar Patel Vidyut Bhavan, Race Course, Vadodara – 390 007 (hereinafter referred to as "GUVNL" or "Procurer" or "Buyer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part;**

The RPD and GUVNL are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

A. Govt. of Gujarat vide Resolution G.R. No. REN/e-file/20/2023/0476/B1dated 04.10.2023 has notified the Gujarat Renewable Energy Policy 2023 which shall remain in operation up to 30-Sept-2028 or till notification of the new policy, whichever is earlier

B. The Ministry of Power, Government of India has issued the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid connected Renewable Energy Power Projects with Energy

Storage Systems, vide Gazette Resolution dated 09.06.2023, including subsequent amendments and clarifications thereof, if any, issued until [Enter the last date of bid submission of the RfS];

C. GUVNL had initiated a Tariff Based Competitive Bid Process for procurement of__ MW Firm and Dispatchable Power from Grid connected RE Power Projects on the terms and conditions contained in the Request for Selection (hereinafter referred to as **'RfS')** issued by GUVNL vide RfS No.....dated..... including its subsequent amendments and clarifications;

D. .....[Insert name of the Bidding Company] has been selected in the Competitive Bidding Process, {in case Bidding Company is executing the Project through SPV} has constituted a Special Purpose Vehicle,..... [Insert the name of SPV, if applicable] (hereinafter referred to as **'RPD'**) for development, generation and supply of electricity, as per the GUVNL's demand profile under RfS.

E. GUVNL has issued the Letter of Intent (LoI) vide No..... dated.....in favour of the ..... [Insert the name of Bidding Company] for the above purpose and as per the terms and conditions contained in the RfS, and draft of this Power Purchase Agreement including amendments and clarifications thereto circulated at the time of the bidding and other bidding documents as well as the conditions contained in the aforementioned Letter of Intent;

F. In terms of clause 11.4 of Ministry Of Power's gguidelines dated 09.06.2023 as amended from time to time, GUVNL has filed a petition no ..... under section 63 read with section 86 (1) (b) of the electricity act, 2003 before the Honorable Gujarat Electricity Regulatory Commission ('GERC' as defined herein) for adoption of tariff discovered through the competitive bidding process (followed by reverse auction) conducted by GUVNL through RfS No. ..... Dated ..... & addendums thereto, If any and approval of singing PPA. Honorable GERC vide order dated ..... has adopted the discovered tariff and granted approval for singing of PPA.

G. In terms of the RfS and the Bidding Documents, the RPD has furnished the Performance Bank Guarantee for the sum of Rs..... in favour of GUVNL as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee provided is in Schedule – 1 to this Agreement;

H. The RPD has fulfilled the terms of the bidding and the terms of the Letter of Intent

for signing this Power Purchase Agreement as a definitive agreement for supply of firm and dispatchable RE power to GUVNL.;

I. The RPD desires to set-up such RE power plant of ..... MW contracted capacity at the location details specified as per schedule 7 using Wind Power generating systems, Wind Solar Hybrid; or any other Renewable Energy resource based generating system or a combination thereof along with..... MW / MWh Energy Storage System (ESS)

J. RPD has taken responsibility to set up requisite power interconnection system with grid and up to the interconnection point.

K. GUVNL agrees to purchase such power to the extent of contracted capacity with DISCOMs wise share to be decided from time to time by GUVNL for fulfillment of their RPO.

L. The Parties have agreed to execute this Power Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Intent in regard to the terms and conditions for supply of firm and dispatchable electricity by the RPD 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 RPD, each together with their respective successors and permitted assigns, a party and collectively the parties, hereby agree as follows:

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ARTICLE 1 : DEFINITIONS AND INTERPRETATION

DEFINITIONS

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed thereunder, including those issued/ framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
"Affiliate"	shall mean a company that, directly or indirectly, i. controls, or ii. is controlled by, or iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, Appendixes amended or modified from time to time in accordance with the terms hereof.
"Appropriate Commission"	Unless otherwise stated or the context requires, Appropriate Commission shall mean Gujarat Electricity Regulatory Commission.
"Awarded capacity"	shall mean..... MW **[enter the contracted capacity as awarded by GUVNL as per the LoI]**
"Backdown"	shall mean part of Contracted capacity available for scheduling but not scheduled based on instructions from GUVNL/SLDC /RLDC, as the case may be;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Vadodara.
"CERC"	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
"CTU" or "Central Transmission Utility"	shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.

"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
Commercial Operation Date (COD) or Commencement Of Supply Date (CSD)	shall be the date certified by GEDA or Representatives / Agency authorized by GUVNL upon successful commissioning of the full Project Capacity or the last part capacity of the Project as the case may be.
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;
"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a RPD Preliminary Default Notice or GUVNL Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean, with respect to initial contract year, the period beginning on the commercial operation date and ending at 12:00 midnight on 31st March of that Fiscal Year and thereafter each period of twelve(12) months commencing on April 1 and ending on following March 31st. Each successive Contract Year shall coincide with the succeeding Fiscal Year except that the final contract year shall end on the date of expiry of the term or on termination of this agreement whichever is earlier.
"Contracted Capacity"	shall mean …… [Insert capacity] MW, which is the AC capacity contracted with GUVNL for supply of power by the RPD to GUVNL at the Delivery Point.
"Day"	shall mean a day, if not a Business Day, the immediately succeeding Business Day.
"Delivery Point"	in respect of park and non-park based projects connected with Intra State Transmission Network of Gujarat State shall be the point at voltage level of 66 KV or above of the sub-station of Gujarat STU at which the project is inter-connected through a dedicated transmission line to deliver the energy into grid system of GETCO and in respect of park and non-park based projects connected with Inter State Transmission Network shall be the point or points of inter-connection of Intra State Transmission Network of Gujarat with Inter State Transmission Network, at

	which Electricity is delivered into the Grid System of GETCO. All expenses including transmission & wheeling charges and losses between the Project and the Delivery Point shall be borne by the RPD without any reimbursement by GUVNL. Expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by GUVNL as per the mechanism stipulated in the RFS. "InSTS" means Intra-State Transmission System.
"Delivered Energy"	in case of projects connected with GETCO grid shall mean energy actually fed and measured by the energy meters at the Delivery Point as certified by Gujarat SLDC in State Energy Account as per provisions of PPA and in case of projects connected with CTU grid shall mean the energy supplied at the Delivery Point as certified by Gujarat SLDC in State Energy Account, based on energy certified under Regional Energy Account. In case of import of energy in a time block for Gujarat STU connected projects, the RPD shall be required to make payment to GUVNL at the tariff of relevant HT category as determined by GERC from time to time if the project is located in Gujarat. However, if the project is located outside of Gujarat or connected with CTU Network, the RPD shall be required to make arrangement for auxiliary power drawl/import at their own cost in accordance with applicable Regulations. In case of export of energy in a time block, the RPD shall be eligible for the receiving agreed tariff from GUVNL for such delivered energy. Following points shall also form part of this definition. All transmission charges and losses upto Delivery Point shall be to the account of the RPD. No change in charges / losses upto Delivery Point shall be covered under Change in Law;
"DISCOM(s)"	means one or more of the following distribution companies: a) Madhya Gujarat Vij Company Limited b) Dakshin Gujarat Vij Company Limited c) Uttar Gujarat Vij Company Limited and d) Paschim Gujarat Vij Company Limited
"Dispute"	shall mean any dispute or difference of any kind between GUVNL and the RPD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 17 of this Agreement. In case the RPD has tied up for the ESS component through a third-party, it is clarified and confirmed by the Parties that in all such disputes, RPD shall have the absolute authority to represent such third party in so far as GUVNL is concerned and GUVNL will not be required to or otherwise will have to deal with such third party, notwithstanding, any difference

	or dispute between the RPD and/or the such third party.
"Due Date"	in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of GUVNL.
"Effective Date"	shall mean the date of signing of this Power Purchase Agreement, which shall be indicated in the Power Purchase Agreement (PPA) executed by both the parties;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission.
"Emergency"	means a condition or situation of physical damage to CTU's/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 CTU/GETCO or DISCOM Grid System or could endanger life or property.
"Energy Accounts"	shall mean the state energy accounts (SEA) as specified in the Grid Code issued by SLDC for each Month (as per their prescribed methodology), including the revisions and amendments thereof. It is to clarify that in case of projects whose energy accounting is done at regional level and energy is certified in the Regional Energy Accounts issued by WRPC, the SEA issued by SLDC shall reflect the energy scheduled at delivery point based on energy certified by WRPC under Regional Energy Account.
"Energy Storage Systems" or "ESS"	shall mean the system(s) installed in addition to the RE power capacity as part of the Project, that can capture energy produced at one time for use at a later time;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty-five (25) years from the Scheduled Commencement of Supply Date (SCSD) or from the rescheduled date of Commercial Operation Date to the extent of extension given by GUVNL.
"Firm and Dispatchable RE (FDRE) Power"	shall mean the power profile configuration which matches the demand profile specified by the GUVNL for the particular time-block of the day as per Schedule-3 of this Agreement, to be met by RE power sources.
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"GNA Regulations"	shall mean the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State

	Transmission System) Regulations, 2022 notified on 07.06.2022, including subsequent amendments and clarifications issued thereof. Any reference to the terms "connectivity" or "network access" or "general network access" in this Agreement shall be interpreted in terms of the provisions of these Regulations.
"Guidelines" or "Scheme"	shall mean the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems issued by the Ministry of Power vide Gazette Notification dated 09.06.2023 including subsequent amendments and clarifications issued / notified thereof until the last date of Bid submission against the referred RfS.
"Grid"	shall mean as per the definition contained in the Act.
"Grid Code" / "Indian Electricity	shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as specified by the CERC and amendments as issued time to time.
Grid Code" or "IEGC" or "State Grid Code"	under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable.
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of Gujarat and State(s)..... [Name of State, where the Power Project is located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Installed Capacity" or "Project Capacity"	shall mean the rated AC capacities of the Project components as committed to be installed by the RPD, in line with Article 3.1 of this Agreement. The above configuration shall be identical to the "installed capacity" for which connectivity has been granted to the RPD under the GNA Regulations, and its quantum (in MW) including that of the revised Installed Capacity shall be greater than or equal to the Contracted Capacity.
"Insurances"	shall mean the insurance cover to be obtained and maintained by the RPD in accordance with Article 9 of this Agreement;
"Interconnection Point" OR "Injection Point"	shall mean a point on the grid, including a sub-station or a switchyard, where the interconnection is established between the RE Power Generator and the grid and where electricity injected into the grid can be measured unambiguously by the RLDC/SLDC. For Gujarat STU Connected projects, delivery point and interconnection point may be the same.

"Interconnection Facilities"	shall mean the facilities on RPD's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 8, the Metering System required for supply of power as per the terms of this Agreement.
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties.
"Joint Control"	shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 11.3 of this Agreement.
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions.
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 11.5 of this Agreement.
"Metering Point"	shall mean the point at which energy shall be measured for supply to GUVNL and shall be the interconnecting bus bar of the GETCO / CTU substation. For solar/wind/ESS projects which proposed to be interconnected to the grid through a common pooling sub-station, the power generated from Wind, Solar an ESS Projects shall be injected and measured separately at the pooling station and the RPD shall have to install separate ABT compliant meters at pooling station for this purpose.
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India.
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month.
"O & M Default"	shall mean any default on the part of the Power Producer for a continuous period of 90 (ninety) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times.
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement.

"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 11.5 of this Agreement;
"Performance Bank Guarantee" or "PBG"	means the irrevocable unconditional bank guarantee no. _____ dated _____ amounting to Rs. _____ only/- issued by _____ Bank Ltd with validity period upto _____ and claim period upto _____, submitted by the RPD as per the RfS No. _____ dated_____
"Performance Bank Guarantee" or "PBG" for 1st year performance	means the irrevocable unconditional bank guarantee of the amount of project PBG to be provided by the RPD for the 1st year performance of the Project and validity for this PBG shall be 15 months from the date of commissioning of last part of project capacity. PBG for the project shall be returned as per the provision of the PPA.
Project Commissioning	The Project will be considered as commissioned by GEDA or Representatives / Agency authorized by GUVNL if all equipment as per rated Contracted Capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/ PPA and upon certification of commissioning by respective agency as per PPA.
Pooling Substation/ Pooling Point"	shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the RPD(s) to get connected to the ISTS/STU substation. The voltage level for such common line shall be 66 kV or above for state of Gujarat and 220kV or above for ISTS substation. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS/STU substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.
"Project Developer" Or "RE Power Developer" (RPD) Or "Developer"	shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by GUVNL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of signing of PPA with GUVNL.
"Project" or RE Project" or "Plant"	shall mean the renewable energy generation facility of Capacity of .....[Insert capacity as per the committed Installed Capacity, separately for Wind, Solar PV, any other renewable energy generating source and ESS components] MW, located at [Insert names of Village(s), Tehsil(s), District(s) and State(s)] comprising RE power generating systems or a combination thereof, for supply of RE power,

	including ESS, if any (which may be owned/leased/tied-up from a third-party), having single or multiple point(s) of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering, The Project 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 Interconnection 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 as per this Agreement. It may be noted that the sources of generation and ESS, may be co- located, or may be located at different locations, to be considered a single Project. However, it is clarified that ESS charged using a source other than RE power would not qualify as RE power. In case the ESS component is located separately from the RE power generating components of a Project, the charges for charging the ESS will be borne by the RPD under GNA regulations and other orders issued by MoP/CERC in this regard. It is clarified that arithmetic summation of the rated capacities of Wind, Solar PV and other renewable power generating components of the Project can be more than the Contracted Capacity.
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted within India from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: i) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project; ii) the requirements of Indian Law; and the physical conditions at the site of the Power Project
"RBI"	shall mean the Reserve Bank of India;

"RE Power" or "Renewable Energy Power"	The term 'RE Power', or 'Renewable Power', or 'Renewable Energy Power', wherever used in this RfS, shall refer to power from Solar Power Generating Systems, Wind Power Generating Systems, Wind Solar hybrid; or any other renewable energy resource based Generating System or a combination thereof, with Energy Storage System (ESS). It is clarified that ESS charged using a source other than RE power would not qualify as RE power.
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.5 of this Agreement;
"Request for Selection / RfS/Bidding Documents"	shall mean Request for Selection Documents issued by GUVNL vide RfS No. ..... including subsequent clarifications, amendments and addenda thereof.
"RLDC"	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commercial Operation Date" Or "SCOD" Or "Scheduled Commencement Of Supply Date" Or "SCSD"	Shall be the date as declared by the Successful Bidder in the PPA which shall not exceed 24 (twenty four) from the date of execution of the PPA for RE power with ESS.
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003.
"SLDC"	shall mean the center established under Sub-section (1) of Section 31of the Electricity Act 2003, relevant for the State(s) where the Delivery Point (i.e. GETCO periphery) is located.
"SLDC/RLDC Charges"	shall mean the charges levied by the SLDC of the state(s) and RLDC of region wherein the RE Power Project is located;
"Solar Photovoltaic Project Component" or "Solar PV Project Component"	shall mean the Project component that uses sunlight for conversion into electricity and that is being set up by the RPD to provide renewable energy (RE) to GUVNL as per the terms and conditions of this Agreement;

"Solar Power"	shall mean power generated from the Solar Photovoltaic Power Project component;
"Specified Capacity"	shall mean the power (AC MW) stipulated by the Buying Entity in a particular time-block as per Schedule-4 of this Agreement, which the RPD is obligated to supply as per the provisions of this Agreement.
"State Transmission Utility" or "STU"	shall mean the Government company notified by the respective State Government(s) as such under Sub-section (1) of Section 39 of the Act.
"Sub-Pooling Substation"	shall mean the intermediate pooling point where power from the Solar and/or Wind Project components or any other renewable energy resource based Generating System, along with the Energy Storage System (ESS) is injected into and from where the power is evacuated through a single transmission line and injected into the grid / Interconnection Point. It should be noted that this point shall be prior to the Metering Point of the Project;
"Tariff" or "Applicable Tariff"	shall have the same meaning as provided for in Article 9 of this Agreement.
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills.
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement.
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement.
"Unit/ Part Commencement of Power Supply"	shall mean the part Contracted Capacity (AC MW) not less than 50 MW (with the last part being the balance Contracted Capacity) from which commencement of power supply is recorded. For acceptance of the part commissioning, capacity in extent ratio of the project components specified under Schedule-7 of PPA must be commissioned. If extent ratio is not commissioned for the part commissioning than it will be treated as component commissioning.
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday.
"Wind Power Project Component"	shall mean the Project component that uses wind energy for conversion into electricity through wind turbine generator.

1.2. *INTERPRETATION*

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

1.2.1. "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;

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

1.2.3. A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);

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

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

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

1.2.7. "Rupee", "Rupees", "INR", "Rs" or new rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;

1.2.8. The "Winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or

corporation carries on business including the seeking of liquidation, Winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

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

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

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

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

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

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

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

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

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

1.2.18. This Agreement and other documents such as Request for Selection Documents, Letter of Intent, Guidelines including subsequent clarifications, addenda, amendments and further clarifications in regard to the tender as well

as Power Purchase Agreement shall be read in conjunction with each other and interpreted in a harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:

1. Power Purchase Agreement
2. RfS Documents

ARTICLE 2: TERM OF AGREEMENT

2.1 **Effective Date**

2.1.1. This Agreement shall come into effect from ..... and such date shall be referred to as the Effective Date.

2.1.2. The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same under GERC Order ....., for procurement of Contracted Capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof

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2.2 Term of Agreement

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the ***Expiry Date***. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

2.2.2 The RPDs are free to operate their Projects after expiry of the 25 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the RPD, GUVNL as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 25 years..

2.3 Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date only if either GUVNL or RPD terminates the Agreement, pursuant to Article 14 of this Agreement.

2.4 Survival

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability

and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

ARTICLE 3 : INSTALLED CAPACITY AND PERFORMANCE SECURITY

3.1 Installed Capacity

3.1.1 The RPD shall configure the Project components with the objective of supplying Firm and Dispatchable RE power to GUVNL against committed contracted capacity. Accordingly, the Project Capacity, i.e. the Installed Capacity shall mean the rated capacities of the RE power generating and ESS components as applicable, in the following configuration:

Solar:____MW

Wind:____MW

Any other renewable energy generating source:_____ MW

ESS:_____MW/_____MWh

3.1.2 The above configuration shall be identical to the "installed capacity" for which connectivity has been granted to the RPD under the GNA Regulations. The above configuration can be changed subsequent to issuance of LoIs until the date as on 12 months after the Effective Date of PPA. Also, any change in Inter connection Point, change in location and change in configuration is allowed up to the date as on 12 months after the Effective Date of PPA. The above change in Interconnection Point shall be allowed by GUVNL only in case the scheduled commissioning date of the respective substation of the proposed revised Inter Connection Point is on or before the scheduled commissioning date of the existing Inter Connection Point of the Project, at the time of seeking approval of such change in Inter Connection Points by the RPD from GUVNL.

3.1.3 Energy Storage Systems (ESS) shall mandatorily constitute part of the Project. For avoidance of any doubt, it is hereby clarified that ESS may be constituted as part of the Project or may be tied-up separately with a third party by the RPD, for supply of power. The ESS technology can be changed by the RPD at any time during the Term of the PPA. Any change in the ESS component during the term of the PPA shall be at risk and cost of the RPD and also under intimation to GUVNL.

3.2 Performance Bank Guarantee

3.2.1 The Performance Bank Guarantee (PBG) having validity from the date of submission of PBG until (insert validity period as per RfS conditions), submitted for a value of Rs.....(in words) under this Agreement, shall

be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 1.

Since the PBG is linked to the Installed Capacity of the Project, and the same is allowed to be modified subsequent to issuance of LoI, in case of revision in the Installed Capacity until the date as per Article 4.1 of this Agreement, for which modified connectivity is applied by RPD for the Project, the RPD will be required to submit the revised PBG corresponding to the revised Installed Capacity prior to issuance of GUVNL's consent for this revision.

3.2.2 The failure on the part of the RPD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the RPD.

3.2.3 If the RPD fails to commence supply of power from the SCSD and in case of performance shortfall in power supply specified in this Agreement or any further extension thereof duly granted by GUVNL, subject to conditions mentioned in Article 4.5, GUVNL shall encash the Performance Bank Guarantee equivalent to the amount calculated as per penalties applicable under Article 4.6 and Article 4.4.10 as on date of encashment without prejudice to the other rights of GUVNL under this Agreement.

3.3 Return of Performance Bank Guarantee

3.3.1 Subject to Article 3.2, GUVNL shall return / release the Performance Bank Guarantee within 45 days after the successful commencement of power supply from the Project, after taking into account any penalty due to delays in commencement of power supply beyond the SCSD as per provisions stipulated in this Agreement. PBG may be returned on pro-rata basis subsequent to commencement of supply from part-capacity of the Project, based on the request by the RPD.

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

3.4 Achievement of Financial Closure

The RPD agrees and undertakes to duly perform and complete all of the following activities to achieve Financial Closure, at the RPD's own cost and risk,

by the date as on 12 months after the Effective Date of PPA:

a) RPD 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 (if applicable).

b) The RPD shall submit the details of all planned/proposed solar panels, inverters, wind turbine generators, ESS and produce the documentary evidence of the same.

3.5 Consequences of non-achievement of Financial Closure

3.5.1. The RPD shall obtain financial closure within twelve (12) months from date of execution of PPA for Non-Park & Park based tenders.

3.5.2. The RPD 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.

3.5.3. An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the RPD, on advance payment of extension charges of Rs.1000/- per day per MW plus GST as applicable. In case of any delay in depositing this extension charge, the RPD 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 SCSD. Any extension charges paid so, shall be returned to the RPD without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the RPD shall not be refunded by GUVNL.

ARTICLE 4 : CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 RPD's Obligations

4.1.1 The RPD undertakes to be responsible, at RPD's own cost and risk, for the following:

a) The RPD shall be solely responsible and shall make arrangements for land & associated infrastructure for development of the Project and for Connectivity with the STU/ISTS System (connectivity can be taken by RPD at different Interconnection Points) for confirming the availability of the power system required for supply of power by the SCSD and all clearances related thereto.

b) Obtaining all Consents, Clearances and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. GUVNL shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the RE Power project. The RPD shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing the Project. Any steps that may be taken by GUVNL in regard to grant of such consents and permits or any other approval to be taken by the RPD shall only be a voluntary facilitating endeavour on the part of GUVNL with no intention of being bound by any legal or binding obligation.

c) Designing, constructing, erecting, commissioning, completing and testing the RE Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.

d) The RPD shall make adequate arrangements to connect the RE Power Project switchyard with the Interconnection Facilities at Interconnection Point to connect the Power Project switchyard with the Interconnection Facilities at the Interconnection Point.

e) Obtaining Connectivity and executing connectivity agreement as per provision of GNA Regulation issued by CERC, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement. It is further clarified that the Entities (RPD and GUVNL) as indicated in the detailed procedure issued subsequently under the Central Electricity Regulatory Commission (Connectivity and General Network

Access to the inter-State Transmission System) Regulations, 2022, will be responsible for their respective obligations as notified in the detailed procedure. However, it is to be clarified that all expenses including transmission & wheeling charges and losses between the Project and the Delivery Point shall be borne by the RPD without any reimbursement by GUVNL.

f) The commencement of supply of power, up to the Contracted Capacity to GUVNL no later than the SCSD and continuance of the supply of power in line with the supply schedule stipulated by GUVNL as per Schedule-3 of this Agreement throughout the Term of this Agreement.

g) Owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 16;

h) Maintaining minimum 51% shareholding prevalent at the time of signing of PPA up to a period of one (1) year after the SCSD in line with Clause 25 of the RfS;

i) Fulfilling all obligations undertaken by the RPD under this Agreement and also as per the terms of the RfS.

j) The RPD shall be responsible for coordinating and dealing with the GUVNL, Load Dispatch Centers, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of RE Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations.

k) For the Solar PV and ESS components, the RPD shall fulfill the technical requirements according to criteria mentioned under Annexure A and Appendix- A1 of the RfS. For the solar PV capacity, the modules used in the Project shall be sourced only from the models and manufacturers included in the List-I under the "Approved List of Models and Manufacturers" as published by MNRE and valid as on the date of dispatch (procurement from within India)/filling of BOE with Indian Customs (procurement from outside India) of such modules. In case of the wind capacity, type-certified wind turbine models listed in Revised List of Models and Manufactures (RLMM) issued by MNRE as updated until the date of commissioning of the project will be allowed for deployment under the RfS. Installation of other RE generating sources as part of the Project shall be governed by applicable technical standards issued by the Government

from time to time.

l) RPD shall be solely responsible for and obligated to ensure that the Project being implemented under this Agreement shall fulfill the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof.

m) As part of scheduling of power from the Project, the RPD will be required to punch-in its respective schedules from the Project components along with subsequent revisions in such schedules by itself at the interfaces of all the RLDCs concerned for the corridor of power flow, SLDC, as per the Regulations in force, under intimation to GUVNL. The RPD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

n) Post Award Compliances

RPD shall submit quarterly project report in the month of February, May, August and November showing specific status of the following milestones for performance monitoring of the Projects from the date of issuance of LoI;

a. Application of registration of project with GEDA in case project is to be set up in the Gujarat and State Nodal Agency in case of project is to be set up outside of Gujarat
b. Connectivity application
c. Financial Closure
d. Award of EPC contract
e. Solar PV Module Supply Agreement
f. WTG Supply agreement
g. Land acquisition
h. Civil work status
i. Erection work status
j. Commissioning

o) In addition to above, RPD shall achieve 'Land acquisition' as under:

Land Acquisition: "Land Acquisition" shall mean acquisition of required land to establish RE Project by the RPD either by way of purchase of land or through lease/rent of the land. At this stage, RPD shall ensure submission of notarized copy of sale deed or / and lease / rent agreement evidencing the acquisition of land. The RPD shall acquire land for the project within eighteen (18) months from date of execution of PPA for Non-Park based tenders. The Power Producer will have to submit the required documents to GUVNL at least 14 days prior

to the scheduled Land Acquisition date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents. An extension for the acquisition of land can however be considered by GUVNL, on the sole request of the RPD, on advance payment of extension charges of Rs.1000/- per day per MW plus GST as applicable. In case of any delay in depositing this extension charge, the RPD has to pay an interest on this extension charge for the days lapsed beyond due date of Land Acquisition @ SBI MCLR (1Year). This extension will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the RPD without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD.

GUVNL shall not be liable for issuing any intimations/ reminders to RPDs for timely completion of milestones and/ or submission of compliance documents. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the RPD.

This extension will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the RPD without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the RPD shall not be refunded by GUVNL.

4.2 Information regarding Interconnection Facilities

4.2.1 The RPD shall be required to obtain all information from the STU/CTU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the RPD's side of the Delivery Point to enable delivery of electricity at the Delivery Point (i.e. GETCO periphery). The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the RPD at its own cost.

4.2.2 Penalties, fines and charges etc. imposed by the CTU/ STU under any statute

or / guidelines in relation to delay in commissioning of the RE Project shall be entirely dealt by the RPD and any such amounts claimed by such agency(ies) shall be payable by the RPD.

4.2.3 The responsibility of getting connectivity with the transmission system up to the Interconnection Point, will lie with the RPD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the RPD to be obtained at his own cost. The maintenance of transmission system up to the designated point as per the applicable terms and conditions shall be also the responsibility of the RPD to be obtained at his own cost. All costs and charges including but not limited to the wheeling charges and losses up to and including at the delivery Point associated with this arrangement will also be borne by the RPD.

4.2.4 In case of Pooling substation, losses in the transmission line shall be apportioned among the RPDs who share such a Pooling arrangement and duly signed by all RPDs, based on their monthly generation.

4.2.5 The arrangement of connectivity shall be made by the RPD through a dedicated transmission line. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the RPD. In case of non-availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the RPD, provisions of Article 5.10 shall be applicable.

4.2.6 ISTS charges and losses on transmission of power, including waiver for RE power, shall be applicable as per extant regulations. Government of India/CERC at its sole discretion, from time to time, issue order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of wind and solar power till a certain date. In case commencement of power supply from the Project gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, GUVNL shall bear no liability with respect to transmission charges and losses levied, if any. However, in case the SCSD is on or before the above deadline for ISTS waiver and commencement of power supply from the solar / wind power component of the Project gets delayed beyond the applicable date of waiver of ISTS charges and losses due to reasons solely attributable to the RPD, the liability of inter-state transmission charges and losses would be of the RPD.

Delay in Project commissioning beyond the deadline as stipulated by the

Government of India, and treatment of ISTS charges and losses thereof, shall be dealt in line with the Central Electricity Regulatory Commission (Sharing of Inter- State Transmission Charges and Losses) (First Amendment) Regulations, 2023 dated 07.02.2023, and subsequent amendments and clarifications thereto, as applicable.

Treatment of power supplied from the ESS component, with respect to waiver of ISTS charges and losses, shall be governed by the applicable Rules/Orders issued by Ministry of Power/MNRE, read in conjunction with CERC's Orders and Regulations notified in this regard. Further, it is clarified that in case commencement of power supply from the ESS component of the Project configuration gets delayed beyond the applicable date of waiver of ISTS charges and losses, due to reasons solely attributable to the RPD, the liability of inter-state transmission charges and losses shall be borne by the RPD.

4.3 Purchase and sale of Power within the Contracted Capacity

4.3.1 Subject to the terms and conditions of this Agreement, the RPD undertakes to sell RE Power to GUVNL at the Delivery Point(s) corresponding to the Contracted Capacity and delivery profile given in Schedule 3 of this Agreement.

4.4 Right to Contracted Capacity, Energy and Demand Fulfilment Ratio

4.4.1 Under this Agreement, procurement of contracted capacity shall be in power (MW) terms. The RPD shall supply RE power in a Firm and Dispatchable manner, matching the demand profile(s) provided by GUVNL (enclosed as Schedule-3 of this Agreement). The demand profile(s) has been provided for all the 96 time-blocks (each block comprising a 15 minutes' duration) for a representative day of each month of the year. The same profile(s) shall be applicable for each Contract Year during the Term of the PPA, and shall be matched by RE supply scheduled by the RPD. GUVNL/DISCOMs shall be entitled to use the power from this Project for fulfillment of its RPO/ESO in the proportion of contracted capacity of each component in the Project respectively and as per the extant regulation / guidelines.

4.4.2 The RPD shall schedule power on day-ahead basis, to match the demand profile in every 15 minutes' time-block. Intra-day variation from day ahead schedule would be allowed to the extent that it does not exceed the demand specified in the corresponding time-block. Intra-day variation (if any), shall be

intimated as per prevailing rules and regulations. GUVNL shall compulsorily offtake all the power, subject to the maximum power scheduled in any time-block being equal to the demand specified in the corresponding time block.

4.4.3 **Demand Fulfilment Ratio (DFR):** In each Contract Year, the RPD shall be required to maintain a Demand Fulfilment Ratio (DFR) of at least 90% on a monthly basis for peak hour (peak hours defined as follows 07:00 Hrs to 10:00 Hrs and 16:00hrs to 20:00hrs and 80% during Off-Peak Hours (all other hours of the day not defined as Peak Hours), separately. In case of deviation in meeting minimum DFR as mentioned above, penalty for the shortfall from minimum DFR shall be calculated separately for the Peak Hours and Off-Peak Hours as per Clause 4.4.10 of the RfS and the cumulative penalty shall be levied.

"Demand Fulfilment Ratio" for a particular time-block shall be calculated as follows: DFR = [Power Injection Schedule by the RPD (MW)in a particular time block/Demand (MW) specified by the GUVNL(MW) for the corresponding time block], subject to the max value of DFR being 1 (one). The RPD's performance against this metric will be measured by calculating the average DFR (off peak hours and Peak hours separately) of all time blocks during the month in a contract year.

4.4.4 The RPD shall offer power such that 100% of the annual energy offered corresponds to RE power.

4.4.5 The RPD can, however, source up to 5% RE power (in energy terms), on annual basis, from the green market sources/other bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.

4.4.6 The RPD is allowed to supply power in excess of the Contracted Capacity to any third party or power exchange, subject to No Objection Certificate from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL as per PPA. GUVNL may purchase such part/full excess power at PPA tariff. The RPD shall inform at least 30 days in advance of such excess generation to GUVNL, to enable GUVNL take necessary actions for sale / consumption of this excess generated energy. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal. Further, it is to be clarified that 15 days period for consideration of RPD's offer

shall be from date of acknowledgement of receipt of RPD's offer by GUVNL. In this context, "Contracted Capacity in any time-block" refers to the power (MW) stipulated by GUVNL in a particular time-block, which the RPD is obligated to supply as per the provisions of this Agreement. However, it may be noted that at any instance of energy supply from the Project, priority shall be accorded to meet the energy requirements as per PPA, before selling any quantum of energy in the open market.

The RPD may sell the power which was offered to the GUVNL (within the Contracted Capacity) but was not scheduled by the GUVNL, to any third party or power exchange, without requiring NOC from the GUVNL.

The RPD may repower the Project at any stage at its own risk and cost, if required in order to meet the DFR requirement of this Project.

4.4.7 Any instance of third-party sale of power from the Project by the RPD, while the demand specified in the PPA remains unfulfilled, shall constitute a breach of RPD's obligations under the PPA and make the RPD liable for penalty @1.5 times of extant market rate/kWh (reference rate being the applicable rate on the Green- Day Ahead Market (G-DAM) of Indian Energy Exchange (IEX). However, this penalty will not be applicable in cases where GUVNL does not schedule power within the demand profile. This penalty will be levied over and above the penalty for shortfall in meeting the minimum DFR requirement as per Article 4.4.10 below.

4.4.8 It is to be noted that the summation of generation schedule of RE Power to GUVNL from multiple sources and/or locations cannot be more than the Contracted Capacity specified in the PPA. The RPD may, however, apply for connectivity and access (if applicable), in accordance with extant regulations. In case at any point of time, the power being injected from the Project is higher than the capacity (MW) for which connectivity has been granted for the Project, and causes disturbance in the system at the point where power is injected, the RPD may have to forego the excess generation and reduce the output to the Project Capacity to ensure compliance with grid requirement and shall further be liable to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.

4.4.9 Not Used.

4.4.10 **Penalty for shortfall in power supply**: Subsequent to commencement of power supply from the first part capacity of the Project, if for any Contract Year, save and except in case of Force Majeure, In case DFR demonstrated by the RPD is less than minimum DFR as mentioned in 4.4.3 on a monthly basis, such shortfall in performance shall make the RPD liable to pay the penalty. The amount of such penalty will be equal to 1.5 times the Applicable Tariff corresponding to the energy units not supplied by the RPD. Illustration to this effect is enclosed at Schedule-4 of this Agreement.

4.4.11 Subsequent to commencement of power supply, RPD shall submit the block wise injection schedule certified by SLDC/RLDC under REA or SEA for the project connected with ISTS or InSTS. For each month in a Contract Year, the above data will be required to be submitted by the RPD to GUVNL within 10 calendar days after expiry of the previous month, for verification of the performance parameters for calculating applicable penalty on account of shortfall.

4.4.12 The RPD agrees that the methodology specified hereinabove for calculation of compensation in the form of penalties payable by the RPD as indicated above is a genuine and accurate pre-estimation of the actual loss that will be suffered by GUVNL. RPD shall further acknowledge that a breach of any of the obligations contained herein result in injuries and that the amount of the penalty or the method of calculating the penalty specified in this document is a genuine and reasonable pre-estimate of the penalty that may be suffered by the GUVNL in each case specified under this Agreement.

4.4.13 The parties agree that penalties shall not be applicable in events of Force Majeure identified under the PPA, affecting supply of power by the RPD. RPD shall not be liable to pay any penalty whatsoever including consequential damages for any shortfall in generation in excess of what becomes payable under Article 5.4.7 and/or Article 5.4.10.

4.5 Extensions of Time

4.5.1 In the event that the RPD is prevented from performing its obligations under Article 4.1 by the SCSD due to:

a) any GUVNL Event of Default; or

b) Force Majeure Events affecting GUVNL, or

c) Force Majeure Events affecting the RPD,

the SCSD and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the RPD or GUVNL through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the RPD or GUVNL, or till such time such Event of Default is rectified by GUVNL.

4.5.2 Subsequent to grant of connectivity, in case there is a delay in operationalization of GNA by the CTU and/or there is a delay in readiness of the ISTS/STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/STU network until SCSD of the Project, and it is established that:

(i) The RPD has complied with the complete application formalities as per RfS,

(ii) The RPD has adhered to the applicable procedure in this regard as notified by the CERC/CTU/STU, and

(iii) The delay in operationalization of GNA and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is solely attributable to the CTU/transmission licensee and is beyond the control of the RPD;

The above shall be treated as delays beyond the control of the RPD and SCSD for such Projects shall be revised as the date as on 60 days subsequent to the readiness of the Inter Connection Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by GUVNL.

In case of change in Project location(s) by the RPD, extension requests under this Article shall be dealt by GUVNL on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Article, the phrase "change in Project location" or its similar connotations, shall refer solely to change in Interconnection Point(s) of the Project.

4.5.3 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of nine (9)

months from the date of the Force Majeure Notice, termination of this Agreement may be caused solely at the discretion of GUVNL as per the provision of article 13.5 .

4.5.4 If the RPD and GUVNL have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commercial Operation Date or the Expiry Date should be deferred, either Party may raise the Dispute to be resolved in accordance with Article 17.

4.5.5 As a result of such extension on account of Article 4.5.1 or Article 4.5.2, the newly determined Scheduled Commercial Operation Date and newly determined Expiry Date shall be deemed to be the Scheduled Commercial Operation Date and the Expiry Date for the purposes of this Agreement.

4.5.6 Not Used

4.5.7 Delay in commencement of supply of power beyond the SCSD for reasons other than those specified in Article 4.5.1 & Article 4.5.2 shall be an event of default on part of the RPD and shall be subject to the consequences specified in the Article 4.6.

4.6 Penalty for delay in Commencement of supply of power

4.6.1 The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on **24 months** from the Effective Date of the PPA. If the RPD is unable to commence full capacity power supply by the SCSD for any of the reasons other than those specified in Article 4.5.1, and 4.5.2, the RPD shall pay to GUVNL, penalty for the delay in such commencement of power supply and making the Contracted Capacity available for dispatch by the SCSD as per the following:

(a) Delay beyond the SCSD up to (& including) the date as on 6 months after the SCSD or the extended SCSD, if applicable: The total PBG amount shall be encashed on per day basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Contracted Capacity of 250 MW, if commencement of power supply from 100 MW of Contracted Capacity gets delayed by 18 days beyond the SCSD, then the penalty shall be calculated as: PBG amount X (100/250) X (18/180). For the purpose of calculation of penalty, a 'month' shall comprise 30 days.

(b) For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be

applicable even in cases where no capacity **(i.e. 0 MW)** has commenced supply of power.

4.6.2 The maximum time period allowed for commencement of supply of power from the full Contracted Capacity with encashment of Performance Bank Guarantee shall be limited to 6 months after the SCSD/extended SCSD of the Project. In case commencement of power supply from the Project is delayed beyond 6 months after the SCSD, following shall be applicable:

(i) The Contracted Capacity shall stand reduced / amended to the capacity corresponding to the Project Capacity that has commenced power supply until the date as on 6 months after the SCSD and the PPA for the balance capacity will stand terminated and shall be reduced from the Contracted Capacity.

In case of reduction in the Contracted Capacity, the demand profile to be met by the RPD shall be proportionately reduced and any power being supplied over and above the modified demand profile shall be treated as excess power under the respective RfS/PPA provisions. For example, in case of a Contracted Capacity of 400 MW, the maximum non-zero demand to be met in a particular time-block becomes 400 MW (as per Schedule-3). Now, in case the Contracted Capacity gets modified to 200 MW, the demand of 300 MW originally specified in a particular time-block will proportionately get modified to 150 MW. The maximum non-zero demand to be met shall get modified to 200 MW as per Schedule-3, and supply of 300 MW in a particular time-block by the RPD where demand is 200 MW, will be treated as excess power under this Agreement.

However, GUVNL has the full right to give extension to RPDs beyond the time line as mentioned above in case reason of delay is beyond the reasonable control of RPD.

4.6.3 The RPD acknowledges and accepts that the methodology specified herein

above for calculation of penalty payable by the RPD is a genuine and accurate pre- estimation of the actual loss that will be suffered by GUVNL. RPD further acknowledges that a breach of any of the obligations contained herein result in injuries and that the amount of the penalty or the method of calculating the penalty specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the GUVNL in each case specified under this Agreement.

4.6.4 Subsequent to commencement of power supply under the PPA, the RPD shall submit a fresh Bank Guarantee (BG) for a validity of 15 months from the date of commencement of power supply from the last part capacity/capacity finally accepted under the PPA. This BG, to be issued in the format identical to the PBG, will be issued for an amount equal to the project PBG amount. Penalty on account of shortfall in Project performance during the first Contract Year shall be recovered by encashing this BG, in case not paid by the RPD. The PBG submitted in lieu of timely commencement of power supply may also be retained to cover this guarantee (subject to enhanced validity), with the remaining amount to be covered by an additional BG.

4.7 Acceptance/Performance Test

4.7.1 Prior to synchronization of the Project with the grid, the RPD shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by Central Electricity Authority or an agency identified by the central government to carry out testing and certification of the RE power projects.

4.8 Third Party Verification

4.8.1 The RPD shall be further required to provide entry to the sites of the Project (from which power under this Agreement is being made available) free of all encumbrances at all times during the Term of the Agreement to GUVNL and a third Party nominated by any Indian Governmental Instrumentality or GUVNL for inspection and verification of the works being carried out by the RPD at the site of the Power Project.

4.8.2 The third party may verify the construction works/operation of the Project being carried out by the RPD and if it is found that the construction works/operation of the project is not as per the Prudent Utility Practices, it may

seek clarifications from RPD or require the works to be stopped or to comply with the instructions of such third party.

4.9 Breach of Obligations

4.9.1 The Parties herein agree that during the subsistence of this Agreement, subject to GUVNL complying of its obligations & undertakings under this Agreement, the RPD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.10 Generation compensation for Off-take constraints

4.10.1 *a)* **Generation Compensation in off-take constraints due to Grid Unavailability:**

During operation of the Project, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the RPD. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted and payable by GUVNL as under,

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a Contract Year (as defined in Article 1)	*Generation Compensation = ((Applicable Tariff x RE power (MW) offered but not scheduled by GUVNL) X 1000 X No. of hours of grid unavailability)* However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

Compensation (if any) calculated as per above provision, will be paid to the RPD on an annual basis.

(b) **Payment in case of reduced offtake:**

The RPD and the GUVNL shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission

(i.e. GERC). In case the Project is available to supply power but the off-take of power is not done by the GUVNL, including non-dispatch of power due to non-compliance with "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of 'must run' status for RE Power the RPD shall be eligible for payment from the GUVNL, corresponding to the reduced offtake, in terms of following manner.

Reduced Offtake	Provision for Generation Compensation
Reduced Offtake beyond 175 hours in a year, as defined in the PPA	**Generation Compensation** = *((Applicable Tariff x RE power (MW) offered but not scheduled by GUVNL) X 1000 X No. of hours of Reduced Off-take* However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

(c) For claiming compensation under 4.10.1 (a) & (b), the RPD must sell its power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the demand profile in the respective time-block and the quantum of power scheduled by the Buying Entity.

(d) The RPD shall be eligible for payment from the GUVNL, corresponding to the reduced offtake of power as per above mentioned methodology. The Payment is to be done as part of the energy bill for the successive month after receipt of Energy Accounts (REA)/SEA/JMR. It is hereby clarified that for the purpose of Article 4.10, "generation" shall mean scheduled energy based on Energy Accounts. The RPD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.

ARTICLE 5 : SYNCHRONISATION, COMMERCIAL OPERATION, AND COMMENCEMENT OF SUPPLY OF POWER

5.1 The RPD shall give the concerned RLDC/SLDC and GUVNL at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the RE Power Project to the Grid System.

5.2 Subject to Article 5.1, the Project may be synchronized by the RPD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code, First Time Charging Procedures, CEA Connectivity Regulations then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.3 The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the RE Project and transmission of data to the concerned authority as per applicable regulations shall be installed by the RPD at its generation facility at its own cost. The RPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System and RLDC, in line with the provisions of the Grid Code.

5.4 The RPD shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the generation facility including RE Project(s) is electrically connected and also to the RLDC in accordance with applicable Grid Code under intimation to GUVNL.

5.5 The RPD shall commission the Project in line with provisions of the Grid Code and commission procedure as mentioned in PPA. It is clarified that GUVNL shall bear no responsibility in declaration of commissioning/CSD of the Project unless commissioning certificate issued by State Nodal Agency or Representatives / Agency authorized by GUVNL for part/full project capacity as per commissioning procedure as mentioned in the PPA. The date of onset of commercial offtake of power by GUVNL shall be determined as the date of commencement of power supply under the RfS/PPA. Prior to declaration of CSD, the RPD shall submit commissioning certificate for the corresponding Installed Capacity which has commenced power supply to GUVNL as part of the requisite documents.

5.6 The RPD shall be permitted for commencement of power supply from full as well as part Contracted Capacity even prior to the SCSD subject to availability of transmission connectivity and General Network Access (GNA). Even in case of early part/full commencement of power supply, the PPA will remain in force for a period of 25 (twenty-five) years from the SCSD/extended SCSD.

5.7 There can be part commencement of power supply from the Contracted Capacity. Part commencement of supply of power from the Project shall be accepted by GUVNL subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW (with the last part being the balance Contracted Capacity), without prejudice to the imposition of penalty in terms of the PPA on the part which has not yet commenced supply of power. It is to be clarified that for the acceptance of the part commissioning, capacity in extent ratio of the project components specified under Schedule-7 of this agreement must be commissioned. If extent ratio is not commissioned for the part commissioning than it will be treated as component commissioning and tariff for such component commissioning shall be applicable as under Article 9.3

5.8 GUVNL & RPD agree that for the purpose of commencement of the supply of electricity by RPD to GUVNL, liquidated damages for delay etc., the SCSD/extended SCSD as defined in this Agreement shall be the relevant date.

5.9 The RPDs will be free to reconfigure and repower various components of the Project configuration from time to time during the PPA duration at its own risk and cost, pursuant to Articles 3.1 and 4.4 of this Agreement. However, GUVNL will be obliged to buy power only up to the Contracted Capacity as per this Agreement. The RPD is allowed to supply power in excess of the Contracted Capacity to any third party or power exchange, subject to No Objection Certificate from GUVNL. First right of refusal for offtake of full/part quantum of excess power will be vested with the GUVNL. GUVNL may purchase such part/full excess power at PPA tariff. The RPD shall inform at least 30 days in advance of such excess generation to GUVNL, to enable GUVNL take necessary actions for sale / consumption of this excess generated energy. Intimation regarding consent to procure excess energy supply from the project shall be provided by GUVNL within 15 days of receipt of the request being made by the RPD, beyond which it would be considered as deemed refusal.

Further, it is to be clarified that 15 days period for consideration of RPD's offer shall be from date of acknowledgement of receipt of RPD's offer by GUVNL.

5.10 In additions to the requirements mentioned above, RPD shall also comply with all the requirements as mentioned in the Indian Electricity Grid Code.

ARTICLE 6 : DISPATCH AND SCHEDULING

6.1 Dispatch and Scheduling

6.1.1 The RPD shall be entirely responsible to schedule its power as per the applicable regulations / requirements / guidelines of CERC / SERC /SLDC / RLDC or any other competent agency and same being recognized by the RLDC/SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time. Any deviation from the schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the RPD.

6.1.2 The RPD shall be responsible for coordinating and dealing with GUVNL, State Load Dispatch Centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations.

6.1.3 The RPD shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable prevailing regulations. UI charges on this account shall be directly paid by the RPD.

6.1.4 Auxiliary power consumption will be treated as per the concerned Central/ State regulations.

6.1.5 Further, in case of any difference in delivered energy with respect to error in scheduled energy at the interfaces of all the RLDCs/SLDCs concerned for the corridor of the power flow, including the RLDC/SLDC of the GUVNL, GUVNL will make payments corresponding to the lowest of the individual energy values to the RPD, until rectification of the above error.

ARTICLE 7 : METERING

7.1 Meters

7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the RPD and GUVNL shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

7.1.2 The RPD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at RPD's side of Delivery Point.

7.1.3 In addition to ensuring compliance of the applicable codes, the RPD shall install Main & Check meters at the Injection Point, along with Stand-by meter(s) as per the applicable Central/State regulations.

7.1.4 In case of pooling of multiple Projects, power from multiple Projects can be pooled at a Pooling Substation prior to the Injection/Delivery point and the combined power can be fed at Delivery point through a common transmission line from the Pooling Substation. In such cases, ABT compliant sub-meters as per relevant regulation/approvals are also to be set up at pooling substation for individual projects in addition to the meters at Injection Point as described in Article 7.1.3.

7.1.5 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 RPD and / or GUVNL / GETCO / CTU at RPD's cost, as soon as possible.

7.1.6 Any meter seal(s) shall be broken only by GETCO/ CTU's representative in the presence of RPD representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.

7.1.7 All the Main and Check Meters shall be calibrated at least once in a period of three years.

7.1.8 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.

7.2 Reporting of Metered Data and Parameters

7.2.1 The grid-connected RE power plants will install necessary equipment for regular monitoring of solar irradiance (including GHI, DHI and solar radiation in the module plane), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power (both DC and AC) generated from the RE Project.

7.2.2 Online arrangement would have to be made by the RPD for submission of above data from RE Project regularly for the entire period of this Agreement to the SLDC/RLDC, GUVNL and the concerned Ministry or concerned agency as per applicable regulation/ directions.

7.2.3 Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the RPD to Ministry of New and Renewable Energy/GUVNL or as specified by the Government for entire Term of this Agreement.

7.2 Records

7.3.1 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 RPD 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 : INSURANCES

8.1 Insurance

8.1.1 The RPD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the RE Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, Implementation and Support Agreement (if applicable) and under the applicable laws.

8.2 Application of Insurance Proceeds

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the RE Power Project or any part of the RE Power Project shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, GUVNL shall have claim on such proceeds of such Insurance limited to outstanding dues of GUVNL against RPD.

8.3 Effect on liability of GUVNL

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the RPD can claim compensation, under any Insurance shall not be charged to or payable by GUVNL. It is for the RPD to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

ARTICLE 9 : APPLICABLE TARIFF

9.1 Subsequent to commencement of power supply by the RPD on the terms contained in this Agreement, the RPD shall be entitled to receive the tariff of Rs.___/kWh, fixed for the entire Term of this Agreement.

9.2 In cases of early commencement of power supply, till SCSD, the RPD will be free to sell the electricity generated to any entity other than the GUVNL, only after giving the first right of refusal to the GUVNL. The GUVNL shall provide refusal within 15 (fifteen) Days from the receipt of the request, beyond which it would be considered as deemed refusal. In case GUVNL agree to purchase power from a date prior to the SCSD, such power shall be purchased at the PPA Tariff.

9.3 In case of multiple Project components, and in case one or more such component (wind or solar PV or any other RE power generating source with or without ESS) is ready for injection of power into the grid, but the remaining component is unable to commence power supply, the RPD will be allowed to commence power supply from such component which is ready, outside the ambit of this Agreement. Following should be noted under this scenario:

(a) First right of refusal for such power shall vest with the GUVNL.

(b) In case GUVNL decides to buy such discrete component's power outside the PPA, such power shall be purchased at 50% of the Applicable Tariff.

(c) The above scenario will be applicable until the RPD commences supply of power to GUVNL under the provisions of this Agreement.

ARTICLE 10 : BILLING AND PAYMENT

10.1 Billing Provision

The Billing will be on monthly basis. GUVNL will be billed by the RPD based on units as certified by SEA of Gujarat SLDC following the end of each month for the energy supplied and payment will be due on the thirtieth (30^{th}) day following the receipt of the billing invoice.

As per applicable regulation(s), all charges pertaining to obtaining open access including transmission charges and Losses up to the delivery point(s) and scheduling of power, if any, shall be borne by the RPD in case of CTU/STU connectivity.

10.2 Payment

GUVNL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the designated office of GUVNL.

10.3 Late Payment Surcharge

10.3.1. 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.

10.3.2. 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.

10.3.3. Provided further that all Payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

10.3.4. The Late Payment Surcharge shall be claimed by RPD through the supplementary bill.

10.4 Rebate

For payment of Monthly Bill by GUVNL, if paid before Due Date of Payment, a Rebate shall be deducted by GUVNL at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds

Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \quad \text{per week or part thereof.}$$

10.5 Payment Security

GUVNL shall provide an Irrevocable and unconditional revolving Letter of Credit (LC) in favour of, and for the sole benefit of the RPD for the contracted capacity. All the cost for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the RPD.

10.5.1. The Letter of Credit shall be established in favour of, and issued to, the RPD 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.

10.5.2. Such Letter of Crecit 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 RPD for payment of undisputed amount

(ii) The amount of the Letter of Credit shall be equal to an amount not less than one month's average billing of the Project.

(iii) GUVNL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.

10.5.3. The Letter of Credit shall be renewed and/or replaced by GUVNL not less than 30 days prior to its expiration.

10.5.4. 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 RPD stating that the amount payable by GUVNL in respect of such Tariff Invoice has not been paid and disputed by GUVNL till the Due Date of Payment of the Tariff Invoice.

10.6 Disputes:

10.6.1 If the GUVNL does not dispute a Monthly Bill or a Supplementary Bill raised by the RPD within thirty (30) days of receiving, such Bill shall be taken as conclusive.

10.6.2 If the GUVNL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, GUVNL shall pay the RPD 100% of the undisputed amount plus 85% of the disputed amount within the due date, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

i) the details of the disputed amount;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its claim.

10.6.3 If the RPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, the RPD shall revise such Bill and present along with the next Monthly Bill. In such a case, excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.6.4 If the RPD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.6.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the GUVNL providing:

i) reasons for its disagreement;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its counter-claim.

10.6.5 Upon receipt of the Bill Disagreement Notice by the GUVNL under Article

10.6.4, authorized representative(s) of the GUVNL and RPD shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.6.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.6.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.6.7 For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, GUVNL shall, without prejudice to its right to Dispute, be under an obligation to make payment of 100% undisputed amount plus 85% of the disputed amount of the invoice in the Monthly Bill.

10.6.8 In the event of a dispute as to the amount of any Tariff Invoice, GUVNL shall notify the RPD of the amount in dispute and GUVNL shall pay the RPD 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 Appropriate Commission (i.e. 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 RPD 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 Appropriate Commission under Section 79 or 86 of Electricity Act 2003 and the Appropriate Commission may refer the matter to Arbitration as provided in the said provision read with Section 158 of Electricity Act 2003. If the dispute is not settled during such discussions then the payment made by GUVNL shall be considered as a payment under protest. Upon resolution of the dispute, in case the RPD is subsequently found to have overcharged, then it shall return the overcharged amount with Late Payment Surcharge in accordance with the Article 10.3 for the period it retained the additional amount. GUVNL / RPD 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.

10.7 *Quarterly and Annual Reconciliation*

10.7.1. The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.7.2. The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the RPD and GUVNL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the RPD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.8 Payment of Supplementary Bill

10.8.1. RPD may raise a ("Supplementary Bill") for payments such as:

a) Adjustments required by the Energy Accounts (if applicable);

or

b) Change in Law as provided in Article 12,

or

c) Payment under Article 4.10

And such Supplementary Bill shall be paid by the other Party.

10.8.2. GUVNL shall remit all amounts due under a Supplementary Bill raised by the RPD to the RPD's Designated Account by the Due Date, except open access charges, SLDC/RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 4.10 Rebate as applicable to Monthly Bills pursuant to Article 10.4 shall equally apply. No surcharge will be applicable other than that on the monthly energy payment .

10.8.3. In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.

10.9 Offtake constraints due to Grid Unavailability & Reduced Offtake

For claiming either of under 4.10.1(a) & (b), the RPD must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the Contracted Capacity and the quantum of power scheduled by GUVNL.

The RPD shall be eligible for payment from the GUVNL, corresponding to the reduced offtake of power as per methodology under 4.10.1. The Payment is to be done as part of the energy bill for the successive month after receipt of Energy Accounts (REA)/SEA/JMR. It is hereby clarified that for the purpose of this Article, "generation" shall mean scheduled energy based on Energy Accounts. Notwithstanding anything mentioned above, the provisions of Article 4.10 of the PPA shall be applicable. The RPD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.

ARTICLE 11 : FORCE MAJEURE

11.1 Force Majeure Events

a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the RPD 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 CTU/GETCO/ DISCOMs, the backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions;

x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

xi) 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 SCSD 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 SCSD of the project and it is established that;

(c) The RPD 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 RPD had applied for connectivity, was scheduled for completion on or before the SCSD of the project and;

(d) The RPD 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 delay 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 15 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.

11.2 Available Relief for a Force Majeure Event:

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

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

ARTICLE 12 : CHANGE IN LAW

12.1 Definition

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

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

b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty and/or custom duty and or Goods and Services Tax including surcharge thereon which have direct effect on the Project cost.

12.2 Relief for Change in Law

12.2.1 In case Change in Law on account of 12.1.1 (a) above results in the RPD'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 RPD shall be appropriately increased or decreased with due approval of GERC.

12.2.2 In case of Change in Law on account of 12.1.1 (b) above, the RPD shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of INR 2.0 Lakh per MW in the Project Cost incurred upto the Scheduled Commercial Operation Date upon submission of proof of payment made by the RPD towards safeguard duty and/or anti-dumping duty and/or custom duty and or Goods and Services Tax to the concerned Authority and with due approval of

GERC. Change in law shall be limited to the installed capacity required for the supply of contracted power.

12.2.3 The RPD / GUVNL or the RPD, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

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

ARTICLE 13 : EVENTS OF DEFAULT AND TERMINATION

13.1 **Term of the Agreement:** This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement.

13.2 **Survival**: The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Term, Termination and Default), Article 16 (Dispute Resolution), Article 15 (Liability and Indemnification), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

13.3 **RPD Event of Default**

13.3.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by GUVNL of its obligations under this Agreement, shall constitute an RPD Event of Default:

a. the failure to commence supply of power to GUVNL by the end of the period specified in Article 4; or failure to maintain minimum DFR requirement as per Article 4.4.3 for a period of 6 consecutive months after commencement of power supply throughout the Term of this Agreement, or if

(i) the RPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

(ii) the RPD transfers or novates any of its rights and/or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the

ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement; or

- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee; or

b. if (a) the RPD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the RPD , or (c) the RPD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the RPD will not be a RPD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the RPD and expressly assumes all obligations of the RPD under this Agreement and is in a position to perform them; or

c. The RPD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from GUVNL in this regard; or

d. except where due to any GUVNL's failure to comply with its material obligations, the RPD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPD within thirty (30) days of receipt of first notice in this regard given by GUVNL; or

e. change in shareholding of the RPD before the specified time frame as mentioned in Article 4.1.1 of this Agreement, without prior consent of GUVNL; or ceding of control by the promoters of M/s ..... [Insert name of the bidding company which was issued LoI by GUVNL under the RfS] within 1 year of SCSD, without prior consent of GUVNL; or

f. Revoking of connectivity of the RPD on account of non-compliance by the RPD.

g. O &M Default on part of RPD

h. Failure to pay penalty in advance to GUVNL and consequent non-extension of financial closure deadline

i. any of the undertakings submitted by the Seller at the time of submission of the Bid being found to be breached or inaccurate.

13.4 GUVNL Event of Default

13.4.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the RPD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting GUVNL:

a) GUVNL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the RPD is unable to recover the amount outstanding to the RPD through the Letter of Credit,

b) GUVNL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the RPD in this regard; or

c) except where due to any RPD's failure to comply with its obligations, GUVNL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by GUVNL within sixty (60) days of receipt of notice in this regard from the RPD to GUVNL; or

d) if

- GUVNL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or

- any winding up or bankruptcy or insolvency order is passed against GUVNL, or

- GUVNL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of

its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a GUVNL Event of Default, where such dissolution or liquidation 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 has creditworthiness similar to GUVNL and expressly assumes all obligations of GUVNL and is in a position to perform them; or;

e) Occurrence of any other event which is specified in this Agreement to be a material breach or default of GUVNL.

13.5 Procedure for cases of RPD Event of Default

13.5.1 Upon the occurrence and continuation of any RPD Event of Default under Article 13.3, GUVNL shall have the right to deliver to the RPD, with a copy to the representative of the lenders to the RPD with whom the RPD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (GUVNL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.5.2 Following the issue of a GUVNL Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.5.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.5.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the RPD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, GUVNL may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the RPD.

13.5.5 Subject to the terms of this Agreement, upon occurrence of an RPD Event of Default under this Agreement, the RPD will be liable to pay to

GUVNL, penalty as provided in Article 4.6 of this Agreement for failure to commence supply of power within the stipulated time and Article 4.4 for failure in supply of power in terms of this Agreement. For other cases, the RPD shall be liable to pay to GUVNL, damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of tariff for its Contracted Capacity as per the demand profile annexed to this Agreement.

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.

In addition to the levy of damages as aforesaid, the lenders in concurrence with GUVNL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the RPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the RPD and performing the obligations of the RPD. However, in the event the lenders are unable to substitute the defaulting RPD within the stipulated period, GUVNL may terminate this Agreement. Provided that any substitution under this Agreement can only be made with the prior consent of GUVNL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by GUVNL and accepts the terms and conditions of this Agreement.

13.5.6 The lenders in concurrence with the GUVNL, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The RPD shall cooperate with GUVNL/ Lenders 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+ 18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the RPD to GUVNL.

13.6 Procedure for cases of GUVNL Event of Default

13.6.1. Upon the occurrence and continuation of any GUVNL Event of Default

specified in Article 13.4, the RPD shall have the right to deliver to GUVNL, a RPD Preliminary Default Notice, which shall specify in reasonable detail the circumstances giving rise to its issue.

13.6.2. Following the issue of an RPD Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.6.3. During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.6.4. After a period of ninety (90) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or GUVNL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, GUVNL and the RPD shall, subject to the prior consent of the RPD, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the RPD, or if no offer of novation is made by GUVNL within the stipulated period, then the RPD may terminate the PPA and at its discretion require GUVNL to pay to the RPD, damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of charges of its Contracted Capacity as per the demand profile annexed to this Agreement.

In the event of termination of PPA on account of Event of Default by the GUVNL, any damages or charges payable to the STU/ CTU, for the connectivity of the Project, shall be borne by GUVNL.

13.7 Termination due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, termination of this Agreement shall be caused solely at the discretion of GUVNL and there shall not be any liability (to GUVNL) arising out of such termination. In such an event, this Agreement shall terminate on the date of such Termination Notice issued by GUVNL without any further liability to either Party from the date of such termination.

ARTICLE 14 : LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The RPD shall indemnify, defend and hold GUVNL harmless against:

a) any and all third party claims against GUVNL for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the RPD of any of its obligations under this Agreement or due to the RPD's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by GUVNL from third party claims arising by reason of a breach by the RPD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the RPD, for which specific remedies have been provided for under this Agreement).

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) in respect of which it is entitled to be indemnified.

Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i) the Parties choose to refer the dispute in accordance with Article 16.3.2; and

ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

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

b. The Indemnified Party may contest the claim by referring to the Appropriate Commission for which it is entitled to be Indemnified under Article 14.1.1(a)) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defense, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 Indemnifiable Losses

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the RPD nor GUVNL nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non- performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due

under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of GUVNL, the RPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 GUVNL shall have no recourse against any officer, director or shareholder of the RPD or any Affiliate of the RPD or any of its officers, directors or shareholders for such claims excluded under this Article. The RPD shall have no recourse against any officer, director or shareholder of GUVNL for such claims excluded under this Article.

14.5 GUVNL's Liability

14.5.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and accept that the GUVNL is the Company to purchase electricity to enable them to fulfill the Renewable Purchase Obligations (RPO)/Energy Storage Obligation (ESO) and power demand. GUVNL shall discharge the tariff payment obligation in terms of the provisions of this Agreement.

14.6 Duty to Mitigate

15.6.1 The Parties shall endeavour to take all reasonable steps so as to mitigate any loss or damage which has occurred under this Article 14.

ARTICLE 15 : ASSIGNMENTS AND CHARGES

15.1 Assignments

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by GUVNL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to commencement of power supply under this Agreement.

Provided that, GUVNL shall permit assignment of any of RPD's rights and obligations under this Agreement in favour of the lenders to the RPD, if required under the Financing Agreements.

Provided that, such consent shall not be withheld if GUVNL seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the RPD and the GUVNL provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 10 Lakh + 18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPD to GUVNL. Provided further that, such consent shall not be withheld by the RPD if GUVNL seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

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 Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPD to GUVNL.

15.2 Permitted Charges

The RPD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 16.1 and the Guidelines.

ARTICLE 16 : GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Gujarat / GERC.

16.2 Amicable Settlement and Dispute Resolution

16.2.1 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 ("Noticee"), 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 Noticee shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:

(a) counter-claim and defences, if any, regarding the Dispute; and

(b) all written material in support of its defences and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by the Party issuing the Notice pursuant to Article 16

(i) if the Noticee does not furnish any counter claim or defence under Article 16

(ii) or thirty (30) days from the date of furnishing counter claims or defence by the Noticee, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.

(iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Notwithstanding the ownership structure of the RPD, GERC / the courts of Gujarat shall have exclusive jurisdiction to hear, settle or determine any

dispute or clam arising out of or in connection with the PPA.

16.3.2 GUVNL shall be entitled to co-opt the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.4 Parties to Perform Obligations

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 17 : MISCELLANEOUS PROVISIONS

17.1 Amendment

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2 Third Party Beneficiaries

17.2.1 Subject to provisions contained in this agreement, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3 Waiver

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

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

17.4 Confidentiality

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

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law, without the prior written consent of the other Party.

17.5 Severability

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6 Notices

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

17.6.2 If to the RPD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

17.6.3 If to GUVNL, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address :

Attention

Email :

Fax. No. :

Telephone No. :

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice

can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

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

17.7 Language

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

17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8 Restriction of Shareholders / Owners' Liability

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

17.9 Taxes and Duties

17.9.1 The RPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the RPD, contractors or their employees that are required to be paid by the RPD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

17.9.2 GUVNL shall be indemnified and held harmless by the RPD against any claims that may be made against GUVNL in relation to the matters set out in Article 17.9.1.

17.9.3 GUVNL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the RPD by GUVNL on behalf of RPD.

17.10 Independent Entity

17.10.1 The RPD shall be an independent entity performing its obligations pursuant to the Agreement.

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

17.11 Compliance with Law

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

17.12 Not Used

17.13 Breach of Obligations

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

17.14 Order of priority in application

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

i. applicable Law, rules and regulations framed thereunder;

ii. the Grid Code; and

iii. the terms and conditions of this Agreement;

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

For and on behalf of [GUVNL]	For and on behalf of [RPD]
Name, Designation and Address	Name, Designation and Address
Signature with Seal	Signature with seal
Witness	Witness
1.	1.
2.	2.

SCHEDULE 1 : FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(to be submitted separately for each Project)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the --- [Insert name of the Bidder] (hereinafter referred to as 'selected RE Power Developer' or 'RPD') submitting the response to RfS inter alia for ---------- [*Insert title of the RfS*] of the Contracted Capacity of MW [*Enter Contracted Capacity as per the PPA*] through setting up of .... MW [*Insert committed Installed Capacity as per the PPA*] of Installed Capacity, at [*Insert name of the Project location(s)*], for supply of power there from on long term basis, in response to the RfS dated ..... issued by Gujarat Urja Vikas Nigam Limited (hereinafter referred to as GUVNL) and GUVNL considering such response to the RfS of---------- [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the RE Power Developer and issuing Letter of Intent No _____to (*Insert Name of selected RE Power Developer*) as per terms of RfS and the same having been accepted by the selected RPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected RE Power Developer or a Project Company, M/s____{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the_____[*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at Vadodara, Gujarat forthwith on demand in writing from GUVNL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees_[Total Value] only, on behalf of M/s_____[*Insert name of the selected RE Power Developer / Project Company*].

This guarantee shall be valid and binding on this Bank up to and including.. and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made,

given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR_____(Indian Rupees _____only).

Our Guarantee shall remain in force until..... GUVNL shall be entitled to invoke this Guarantee till .....

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, in order to make the said payment to GUVNL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by_____[*Insert name of the selected RE Power Developer/ Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require GUVNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GUVNL in respect of any payment made hereunder

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly GUVNL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected RE Power Developer/ Project Company, to make any claim against or any demand on the selected RE Power Developer/ Project Company or to give any notice to the selected RE Power Developer/ Project Company or to enforce any security held

by GUVNL or to exercise, levy or enforce any distress, diligence or other process against the selected RE Power Developer/ Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to SBI Bank and a confirmation in this regard is received by GUVNL.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR_____(Indian Rupees_____only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GUVNL serves upon us a written claim or demand.

Signature_____
Name_____
Power of Attorney No._____

For
_____*[Insert Name and Address of the Bank]* _
E-mail ID of the bank:
Banker's Stamp and Full Address.
Dated this____day of____, 20__

Witness:
1.
.....
Signature
Name and Address
2.
.....
Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

SCHEDULE 2 : FORMAT OF PAYMENT ON ORDER INSTRUMENT (IN LIEU OF PBG)

NOT USED

SCHEDULE 3 : DEMAND PROFILE

1. The profile for a representative day of a month as brought out in the table below is required to be met for all the days of the respective month.

2. The non-zero demand profile shall be followed by the individual RPD on pro-rata basis, i.e. for a Contracted Capacity of "A" MW, the respective demand for 1st time-block as per the table below shall be "A" MW for the PPA period.

For Any Contract Year			
Time Block (hh:mm)	**Demand (MW)**	**Time Block (hh:mm)**	**Demand (MW)**
00:00:00	200	**05:00:00**	500
00:15:00	200	**05:15:00**	500
00:30:00	200	**05:30:00**	500
00:45:00	200	**05:45:00**	500
01:00:00	200	**06:00:00**	500
01:15:00	200	**06:15:00**	500
01:30:00	200	**06:30:00**	500
01:45:00	200	**06:45:00**	500
02:00:00	200	**07:00:00**	500
02:15:00	200	**07:15:00**	500
02:30:00	200	**07:30:00**	500
02:45:00	200	**07:45:00**	500
03:00:00	200	**08:00:00**	500
03:15:00	200	**08:15:00**	500
03:30:00	200	**08:30:00**	500
03:45:00	200	**08:45:00**	500
04:00:00	200	**09:00:00**	500
04:15:00	200	**09:15:00**	500
04:30:00	200	**09:30:00**	500
04:45:00	200	**09:45:00**	500

10:00:00	500	17:00:00	500
10:15:00	500	17:15:00	500
10:30:00	500	17:30:00	500
10:45:00	500	17:45:00	500
11:00:00	300	18:00:00	500
11:15:00	300	18:15:00	500
11:30:00	300	18:30:00	500
11:45:00	300	18:45:00	500
12:00:00	200	19:00:00	500
12:15:00	200	19:15:00	500
12:30:00	200	19:30:00	500
12:45:00	200	19:45:00	500
13:00:00	200	20:00:00	200
13:15:00	200	20:15:00	200
13:30:00	200	20:30:00	200
13:45:00	200	20:45:00	200
14:00:00	300	21:00:00	200
14:15:00	300	21:15:00	200
14:30:00	300	21:30:00	200
14:45:00	300	21:45:00	200
15:00:00	400	22:00:00	300
15:15:00	400	22:15:00	300
15:30:00	400	22:30:00	300
15:45:00	400	22:45:00	300
16:00:00	500	23:00:00	300
16:15:00	500	23:15:00	300
16:30:00	500	23:30:00	300
16:45:00	500	23:45:00	300

SCHEDULE 4 : ILLUSTRATION FOR LIQUIDATED DAMAGES APPLICABLE AGAINST SHORTFALL IN DEMAND FULFILMENT RATIO (DFR)

[A] ILLUSTRATION FOR PENALTY APPLICABLE AGAINST SHORTFALL IN *OFF PEAK HOUR* DEMAND FULFILMENT RATIO (DFR)

For Any Typical Month (Off – Peak Hour)				
Day	**Time Block (hh:mm)**	Power Scheduled by the RPD during a Particular Day (A) , MW	Specified power as per demand profile (B), MW	DFR (C) = min (A/B, 1)#
01-April	00:00-00:15	100	200	0.500
01-April	00:15-00:30	100	200	0.500
01-April	00:30-00:45	100	200	0.500
01-April	00:45-01:00	125	200	0.625
01-April	01:00-01:15	125	200	0.625
01-April	01:15-01:30	150	200	0.750
...	...	...	...	...
08-April	12:00–12:15	125	200	0.625
08-April	12:15–12:30	125	200	0.625
08-April	12:30–12:45	150	200	0.750
08-April	12:45–13:00	100	200	0.500
08-April	13:00–13:15	100	200	0.500
08-April	13:10–13:30	100	200	0.500
...	...	...	...	...
16-April	14:00–14:15	250	300	0.8333
16-April	14:15–14:30	250	300	0.8333
16-April	14:30–14:45	250	300	0.8333
16-April	14:45–15:00	270	300	0.9000
16-April	15:00–15:15	340	400	0.8500
16-April	15:15–15:30	340	400	0.8500
..	...	...	...	...
30-April	22:30–22:45	250	300	0.8333
30-April	22:45–23:00	250	300	0.8333
30-April	23:00–23:15	210	300	0.7000
30-April	23:15–23:30	205	300	0.6833
30-April	23:30–23:45	205	300	0.6833
Mean DFR for all time-blocks for this month, $DFRa_{(off\ peak)}$ (Mean of Column C)				0.7876

#Values of DFRs will be considered up to 4 places of decimal for the purpose of calculation of penalties for shortfall in meeting the DFRs.

Total Off Peak Hour Demand (MUs) for the April month (as per the Annexure-B of the RfS) (D): = 252 MUs (total MUs)– 93 MUs (peak hour MUs) = 159 MUs

Min. DFR to be maintained as per the RfS (DFRmin) = 0.9 (as per RfS)

Actual monthly DFR ($DFRa_{(off\ peak)}$) as per above table = 0.7876

Penalty for shortfall in the DFR (in INR)

= D x (DFRmin – $DFRa_{(off\ peak)}$) x P x 1.5
{if $DFRa_{(off\ peak)}$ < DFRmin};

OR

= 0 {if $DFRa_{(off\ peak)}$ > DFRmin}

Assuming PPA Tariff of INR 5.30/kWh,

Penalty for shortfall for the Month = (159 x (0.8-0.7876)x5.30x1.5x1000000

= INR 1,56,74,220/-

[B] ILLUSTRATION FOR PENALTY APPLICABLE AGAINST SHORTFALL IN *PEAK HOUR* DEMAND FULFILMENT RATIO (DFR)

Morning Peak Hour : 07:00 Hrs to 10:00 Hrs
Evening Peak Hour : 16:00 Hrs to 20:00 Hrs

For Any Typical Month (Peak Hour)				
Day	**Time Block (hh:mm)**	**Power Scheduled by the RPD during a Particular Day (A) , MW**	**Specified power as per demand profile (B), MW**	**DFR (C) = min (A/B, 1)#**
01-June	07:00-07:15	410	500	0.8200
01-June	07:15-07:30	410	500	0.8200
01-June	07:30-07:45	410	500	0.8200
01-June	07:45-08:00	410	500	0.8200
01-June	08:00-08:15	410	500	0.8200
01-June	08:15-08:30	410	500	0.8200
..	...	...	...	...
08-June	18:00–18:15	420	500	0.8400
08-June	18:15–18:30	420	500	0.8400

08-June	18:30–18:45	420	500	0.8400
08-June	18:45–19:00	420	500	0.8400
08-June	19:00–19:15	420	500	0.8400
08-June	19:15–19:30	420	500	0.8400
...	...	...	...	...
16-June	09:00–09:15	475	500	0.9500
16-June	09:15–09:30	475	500	0.9500
16-June	09:30–09:45	475	500	0.9500
..	...	...	...	...
30-June	08:30–08:45	410	500	0.8200
30-June	08:45–09:00	410	500	0.8200
30-June	19:00–19:15	400	500	0.8000
30-June	19:15–19:30	375	500	0.7500
30-June	19:30–19:45	350	500	0.7000
Mean DFR for all time-blocks for this month, $DFRa_{(peak)}$ (Mean of Column C)				0.8389

#Values of DFRs will be considered up to 4 places of decimal for the purpose of calculation of penalties for shortfall in meeting the DFRs.

Total Peak Demand (MUs) for the June month (as per the Annexure-B of the RfS) (D): 90 MUs

Min. DFR to be maintained as per the RfS (DFRmin) = 0.9 (as per RfS)

Actual monthly DFR ($DFRa_{(peak)}$) as per above table = 0.8389

Penalty for shortfall in the DFR (in INR)

= D x (DFRmin – $DFRa_{(peak)}$) x P x 1.5

{if $DFRa_{(peak)}$ < DFRmin};

OR

= 0 {if $DFRa_{(peak)}$ > DFRmin}

Assuming PPA Tariff of INR 5.30/kWh,

Penalty for shortfall for the Month = (90 x (0.9-0.8389)x5.30x1.5x1000000

= INR 4,37,17,050/-

SCHEDULE 5 : PARAMETERS AND TECHNICAL LIMITS OF SUPPLY

1. Electrical Characteristics

Three phase alternating current

Nominal declared frequency :	50.0 Hz
Final Voltage at Delivery Point:	400/220/132/66 kV
Short circuit rating:	As a part of the detailed design process, the RPD shall calculate the short circuit rating (minimum and maximum), and supply this information to GUVNL.

Note: The tolerances & Electrical characteristics variations and Basic Insulation level will be as per relevant grid code and CEA standards.

2. Quality of Service

The RPD 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 RPD shall maintain the Power Factor as per the prevailing GERC/CERC regulations and as may be stipulated / specified by GETCO/CTU from time to time. The RPD 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

b) Nominal voltage of ___ KV.

(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 Solar Power generated power at __ KV will be stepped up to ____ KV at the Project Site and connected __ KV at for the purpose of interconnection with the Grid System in accordance with SERC/CERC Regulations.

b) The Wind Power generated power at __ KV will be stepped up to ____ KV at the Project Site and connected __ KV at for the purpose of interconnection with the Grid System in accordance with SERC/CERC Regulations.

c) The _____ (any other RE generating components if any) RE Power generated power at __ KV will be stepped up to ____ KV at the Project Site and connected __ KV at for the purpose of interconnection with the Grid System in accordance with SERC/CERC Regulations.

d) The ESS Power generated power at __ KV will be stepped up to ____ KV at the Project Site and connected __ KV at for the purpose of interconnection with the Grid System in accordance with SERC/CERC Regulations.

SCHEDULE 6 : APPROVALS

1. Consent from the STU / CTU for the evacuation scheme for evacuation of the power generated by RPD.
2. Approval of the Electrical Inspectorate, respective state government or governing authority for commissioning of the transmission line and the renewable project installed at the Project Site.
3. Certificate of Commissioning of the Renewable Power Projects issued by GEDA or Representatives / Agency authorized by GUVNL.
4. Permission from all other statutory and non-statutory bodies required for the Renewable Power Project.
5. In case of Projects being set up in the States of Gujarat & Rajasthan, the RPD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
6. Clearance from Department of Forest, Ecology, Defense and Environment or any other Government Department, if required.
7. Certificate by the concerned and competent revenue / registration authority for acquisition / ownership / right to use / vesting of land in the name of Hybrid Project Developer.
8. Approval for Water from the concerned authority (if applicable) required for the Project.
9. Clearance from Airport Authority of India, if required.
10. Any other clearances as may be legally or statutorily required.

SCHEDULE 7 : PROJECT DETAILS

CONTRACTED CAPACITY (MW)	RE Component (Solar PV, Wind, ESS, any other RE source) with installed capacity	LOCATION DETAILS (Village, Tehsil, District, State)	CUF%	IsTS / GETCO Inter Connection SS	Project Coordinates X/Y
	Solar PV component: ___MWAC				
	Wind power component: ____MW				
	Other RE power generating component: _____ MWAC				
	ESS component: ____MW / ____MWh				

Note:

(i) If the RPD chooses to declare the location / sub-station details upfront at the time of signing of PPA, the RPD may be allowed to change the location(s), interconnection point(s) or configuration as on 12 months after the Effective Date of PPA.

(ii) The RPD shall be solely responsible for getting the connectivity of their project on or before SCSD.