2.5 बिंदु संख्या 7.2(क) पर पैरा को निम्नानुसार पढ़ा जाए:

"7.2(क) खरीददारी विद्युत (मेगावाट) के रूप में होगी। उत्पादक को प्रतिवर्ष कम से कम 90 प्रतिशत उपलब्धता सुनिश्चित करनी होगी, साथ ही वर्ष में कम से कम ग्यारह महीनों के लिए मासिक आधार पर कम से कम 90 प्रतिशत उपलब्धता और जिसकों पीक घंटों के दौरान भी बनाए रखना होगा। प्रासंगिक सीईआरसी विनियमन के अनुसार आरएलडीसी द्वारा घोषित पीक घंटे 24 घंटों से चार घंटे हैं।"

2.6 बिंदु संख्या 7.2(घ) पर पैरा को निम्नानुसार पढ़ा जाए:

"7.2(घ) यदि परियोजना की उपलब्धता वार्षिक आधार पर या एक वर्ष में कम से कम ग्यारह महीनों के लिए मासिक आधार पर कम से कम 90 प्रतिशत उपलब्धता बनाए रखना है या ऊपर परिभाषित पीक घंटों के दौरान 90 प्रतिशत से कम है, ऐसे कारण से जिसके लिए आरटीसी विद्युत उत्पादक जिम्मेदार हैं, तो उत्पादक की यह जिम्मेदारी होगी कि वह खरीददार को उतनी कम उपलब्धता के लिए दंड का भुगतान करे। निर्धारित उपलब्धता को पूरा नहीं करने के लिए लगाया गया जुर्माना आपूर्ति नहीं की गई इकाइयों की संख्या के लिए निर्धारित टैरिफ के बराबर होगा।"

2.7 बिंदु संख्या 7.2(च) पर पैरा को निम्नानुसार पढ़ा जाए:

"7.2(च) निविदा में कई कार्य-निष्पादन संबंधी मानदंड निर्धारित किए जाने के मामले में, प्रत्येक व्यक्तिगत मानदंड को पूरा करने में कमी के लिए अलग से जुर्माने की गणना की जाएगी। तथापि, इस प्रकार से आकलित अधिकतम समस्त शास्तियों की वसूली की जाएगी न कि सभी शास्तियों की वसूली की जाएगी।"

2.8 बिंदु संख्या 7.3.2.2 पर पैरा को निम्नानुसार पढ़ा जाए:

"7.3.2.2 अंतिम खरीददार द्वारा मध्यस्थ खरीददार को भुगतान सुरक्षा:

(क). अंतिम खरीददार द्वारा मध्यस्थ खरीददार को निम्नलिखित के माध्यम से भुगतान सुरक्षा प्रदान की जाएगी:

(i) रिवॉलविंग लेटर ऑफ क्रेडिट (एलसी), जो विचाराधीन परियोजना के लिए न्यूनतम 1 (एक) माह के औसत बिल की राशि का हो;

और

(ii) एक कानूनन बाध्य रूप से राज्य सरकार की गारंटी, जिससे यह सुनिश्चित होगा कि उत्पादक को ऊर्जा शुल्क के भुगतान और निरस्तीकरण मुआवज़ा, यदि कोई हो, दोनों के संदर्भ में पर्याप्त सुरक्षा प्राप्त है।

यदि किसी मामले में अंतिम खरीददार राज्य सरकार की गारंटी के अंतर्गत कवर होने के लिए पात्र नहीं है, तो उपर्युक्त प्रावधानों के अनुसार अंतिम खरीददार द्वारा लैटर ऑफ क्रेडिट तैयार किए जाने के अतिरिक्त, निविदा में अंतिम खरीददार द्वारा मध्यस्थ खरीददार को रु.0.10/केडब्ल्यूएच के अतिरिक्त जोखिम प्रीमियम के भुगतान और उसको भुगतान सुरक्षा निधि में जमा किए जाने के प्रावधान होंगे।

2.9 पैरा 7.3.2.2 का उप-पैरा (क) (ii) अर्थात् "अंतिम खरीददार द्वारा मध्यस्थ खरीददार को 0.10 रुपये/केडब्ल्यूएच के अतिरिक्त जोखिम प्रीमियम के भुगतान और ऐसी अत्यावश्यकताओं को पूरा करने के लिए मध्यस्थ खरीददार द्वारा संचालित भुगतान सुरक्षा निधि में जमा किए जाने का प्रावधान" को हटा दिया गया है।

2.10 बिंदु संख्या 7.7 पर पैरा को निम्नानुसार पढ़ा जाए:

"7.7 कानून में परिर्वतन"

"कानून में परिवर्तन" के प्रावधान विद्युत मंत्रालय द्वारा दिनांक 22 अक्टूबर, 2021 की अधिसूचना द्वारा अधिसूचित विद्युत (कानून में बदलाव के कारण लागत की समय पर वसूली) नियमावली, 2021 के अनुसार होंगे, जिसमें समय-समय पर जारी संशोधन और स्पष्टीकरण शामिल हैं।"

2.11 उप-पैरा 15.5 को पैरा 15 के अंतर्गत निम्नानुसार जोड़ा जाए:

"15.5 पीपीए के बाहर एकल घटक की शीघ्र शुरू करना:

यदि किसी मामले में, परियोजना के घटक भिन्न-भिन्न स्थानों पर अवस्थित हो रहे हैं और इस प्रकार के घटकों में से एक घटक (पवन और सौर पीवी) ग्रिड में विद्युत के इंजेक्शन के लिए तैयार है परन्तु शेष घटक शुरू होने के लिए

तैयार नहीं हैं तो उत्पादक को इस प्रकार के घटकों को शुरू करने के लिए अनुमति होगी जोकि पीपीए की सीमा से बाहर तैयार है जिसके लिए अंतिम खरीददार के पास निहित इस प्रकार की शक्तियों को मना करने का प्रथम अधिकार होगा। अंतिम खरीददार द्वारा इस प्रकार की शक्तियों को इनकार करने के कारण इस प्रकार से मना करने का अधिकार मध्यस्थ खरीददार के पास होगा।

यदि किसी मामले में खरीददार/मध्यस्थ खरीददार पीपीए से बाहर विद्युत के इस प्रकार के असतत घटक(को) को खरीदने का निर्णय लेता है तो इस प्रकार की विद्युत की खरीद लागू संविदा वर्ष के लिए पीपीए टैरिफ/भारित औसत लेवलीकृत टैरिफ के 50 प्रतिशत पर की जाएगी। इस संबंध में निविदा दस्तावेज में विनिर्दिष्ट प्रावधान अनुबद्ध कर दिए जाएंगे।

हेमन्त कुमार पाण्डेय, मुख्य अभियंता

MINISTRY OF POWER

RESOLUTION

New Delhi, the 26th August, 2022

Amendments to the Guidelines for Tariff Based Competitive Bidding Process for Procurement of Round-The Clock Power from Grid Connected Renewable Energy Power Projects, complemented with Power from any other source or storage

No. 23/05/2020-R&R.—1.0 The **Guidelines for Tariff Based Competitive Bidding Process for Procurement of Round-The Clock Power from Grid Connected Renewable Energy Power Projects, complemented with Power from any other source or storage was notified under the provisions** of Section 63 of the **Electricity Act, 2003 vide resolution No. 23/05/2020-R&R- published in the Gazette of India (Extraordinary) (Part I - Section 1) on 22nd July, 2020. Subsequently, the s**aid guidelines were further **amended vide resolution No. 23/05/2020-R&R dated 3rd November, 2020, 5th February, 2021 and 03rd February, 2022, respectively.**

2.0 The following amendments are hereby made in the said guidelines of 22nd July, 2020 amended on **3rd November, 2020, 5th February, 2021 and 03rd February, 2022 namely:-**

2.1 The Para at 4.1 may be read as under:

"4.1 The Generator shall supply despatchable RE Power complemented with power from any other source, in Round-The-Clock manner, keeping at least 90% availability annually, along with maintaining at least 90% availability on a monthly basis for at least eleven months in a year and at least 90% availability during the peak hours. Peak hours will be four hours out of 24 hours as declared by RLDCs as per the relevant CERC regulation. Penalty for not meeting the stipulated availability shall be equal to the fixed tariff for the number of units not supplied."

2.2 The Para at 4.3 may be read as under:

"4.3 The Generator can combine storage for ensuring that it achieves the required minimum annual availability of 90% along with maintaining at least 90% availability on a monthly basis for at least eleven months in a year. However, annually minimum 51% of energy shall be offered from renewable energy sources. This 51% shall also include offer from the storage system, provided RE sources were used to store energy in the storage system."

2.3 The Para at 6.4 may be read as under:

"6.4 Weighted Average Levelized Tariff as the Bidding Parameter: The bidding evaluation parameter shall be the weighted average levelised tariff per unit supply of RTC power. The Procurer shall invite bids wherein the bidder shall quote the first year weighted average levelized Tariff in Rs./kWh. The quoted tariff shall comprise of four part – Fixed component [RE power (fixed), non-RE power (fixed)] and Variable component [Non -RE power (escalable for fuel), and non-RE power (escalable for transportation)]. The Fixed component of tariff of the RE power and Non RE power shall be quoted for each year of the term of PPA. The variable component of the Non RE power shall be

quoted as on scheduled date of commissioning. The levelised tariff shall be arrived at using the CERC escalation indices for the type of fuel quoted by the bidder and the discount factor to be specified in the bidding document. The bidder shall also quote the proportion of energy from RE sources and non-RE source that he wishes to supply. The weighted average levelised tariff per unit supply shall be arrived at for the term of PPA and proportion of energy from RE sources and Non RE source.

The bidder shall be selected on the basis of least quoted 'weighted average levelised Tariff'. Subsequent to the e-reverse auction, the bidder (called the L1 bidder) quoting the least weighted average levelised Tariff (called the L1 tariff) shall be allocated the quantum of power offered by him. If the allocated quantum of power is less than the total quantum of power to be contracted, 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 three (3) and shall be fixed in the RfS."

2.4 **The Para at 7.1 may be read as under:**

"**7.1 PPA Period**: As the PPA period influences the tariff by determining the period over which the investment is returned to the investor/ RTC-PG, longer PPA is favoured for lower tariffs. The PPA period shall be for a period of 25 (twenty-five) years from the date of the Scheduled Commissioning Date (SCD) or the date of commissioning of full project capacity, whichever is later. The PPA may also be fixed for a higher period such as 35 (thirty-five) years, but in any case, the duration of the PPA must be mentioned upfront in the PPA document. The Generators are free to operate their plants after the expiry of the PPA period in case the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators so provide."

2.5 **The Para at 7.2(a) may be read as under:**

"**7.2(a)** The procurement shall be in power (MW) terms. The Generator has to ensure at least 90% availability annually **along with maintaining at least 90% availability on a monthly basis for at least eleven months in a year and also during the peak hours. Peak hours will be four hours** out of 24 hours as declared by RLDCs as per the relevant CERC regulation."

2.6 **The Para at 7.2(d) may be read as under:**

"**7.2(d)** In case the project availability is less than 90% on annual basis **or maintaining at least 90% availability on a monthly basis for at least eleven months in a year**, or during the peak hours as defined above, for reasons attributable to RTC 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 the fixed tariff for the number of units not supplied".

2.7 **The Para at 7.2(f) may be read as under:**

"7.2(f) In case of multiple performance criteria being stipulated in the tender, penalty will be calculated separately for shortfall in meeting each individual criterion. However, the maximum of all such penalties calculated will be levied, and not all."

2.8 **The Para at 7.3.2.2 may be read as under:**

"7.3.2.2 Payment Security by End Procurer to Intermediary Procurer:

(a). The End Procurer shall provide payment security to the Intermediary Procurer through:

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

AND

(ii). State Government Guarantee, in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any.

In case the End Procurer is not eligible to be covered under State Government Guarantee, the tender shall contain provisions for payment of additional risk premium of Rs. 0.10/kWh, by End Procurer to the Intermediary Procurer, and to be credited to the payment security fund maintained by the Intermediary Procurer, in addition to Letter of Credit to be maintained by the End Procurer as per the above provisions**.**

2.9 **The sub-para of Para 7.3.2.2 (a) (ii)** i.e "Provision for payment of additional risk premium of Rs. 0.10/kWh, by End Procurer to the Intermediary Procurer, and to be credited to the payment security fund maintained by the Intermediary Procurer, to meet such exigencies" **has been omitted.**

2.10 **The Para at 7.7 may be read as under:**

"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."

2.11 **The Sub-Para 15.5 may be added under Para 15 as under:**

"**15.5 Early commissioning of single component outside PPA**:

In case of project components being located at multiple locations, and if one of such components (wind or solar PV) is ready for injection of power into the grid, but the remaining component is unable to get commissioned, the Generator will be allowed for commissioning of 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 Procurer/Intermediary Procurer decides to buy such discrete component(s) power outside the PPA, such power shall be purchased at 50% of the PPA Tariff / weighted average levelized tariff for the applicable Contract Year. Specific provisions in this regard will be stipulated in the tender documents."

HEMANT KUMAR PANDEY, Chief Engineer

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