

करते हुए परियोजना के मानकीय उत्पादन के अनुसार सीधे परियोजना के बिलों में शामिल किये जाने की शामिल किये जाने की व्यवस्था की जाएगी। या फिर एसपीपीडी के पक्ष में बिल बनाया जाएगा जो इसकी सीधी वसूली खरीददार या नवीकरणीय ऊर्जा उत्पादक से करेगा जिसके लिए नवीकरणीय ऊर्जा उत्पादक खरीददार से प्रतिपूर्ति प्राप्त कर सकता है।

17. तकनीकी विनिर्देश

परियोजनाओं को पूरा करने और टेक्नोलाजी संबंधी जोखिमों को कम करने के लक्ष्य को प्राप्त करने के लिए खरीददार वाणिज्यिक रूप से सुस्थापित और कार्यरत टेक्नोलाजी को बढ़ावा देगा। नवीकरणीय ऊर्जा विद्युत परियोजनाओं के विस्तृत तकनीकी मानदंड एमएनआरई में समय-समय पर बताए जाएंगे। वर्तमान मानदंड संलग्नक-II में दिए गए हैं।

18. दिशा-निर्देशों में परिभाषित प्रक्रिया से विचलन

अगर इन दिशा-निर्देशों और/या एसबीडीज से कोई विचलन हो तो उसके लिए उपयुक्त आयोग की मंजूरी लेना आवश्यक होगा। उपयुक्त आयोग इसकी मंजूरी देगा या बोली दस्तावेज में एक निश्चित समय-सीमा में संशोधन करने को कहेगा जो 90 दिन से ज्यादा नहीं होगी।

19. मध्यस्थता

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

20. दिशा-निर्देशों के बारे में स्पष्टीकरण और संशोधन

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

हेमंत कुमार पाण्डेय, मुख्य अभियन्ता (आर एंड आर)

अनुबंध-1

अनुबंध-1 - बोली प्रक्रिया के लिए समय-सारणी

क्र.सं.	कार्य वृत्तांत	शून्य तिथि से व्यतीत समय
1	आरएफएस, परियोजना विशिष्ट प्रारूप विद्युत क्रय करार व अन्य प्रारूप परियोजना करार को जारी करने की तारीख।	शून्य तारीख
2	बोली स्पष्टीकरण, सम्मेलन, स्थल सहित परियोजना के सभी विशिष्ट विवरण साझा करने के लिए ऑनलाइन डाटा कक्ष खोलना, यदि खरीददार द्वारा उल्लेखित हो और आरएफएस में संशोधन किया गया हो।	**
3	आरएफएस बोली प्रस्तुत करना	22 दिन
4	बोलियों का मूल्यांकन और एलओआई जारी करना	110 दिन
5	पीपीए पर हस्ताक्षर	170 दिन

**आरएफएस दस्तावेज में किसी बदलाव के मामले में, खरीददार इन दिशा-निर्देशों के खंड 6.5 के अनुसार बोलीदाताओं को अतिरिक्त समय देगा।

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

MINISTRY OF POWER

RESOLUTION

New Delhi, the 26th August, 2022

Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected RE Power Projects for utilisation under scheme for flexibility in Generation and Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage power

No. 09/11/2021-RCM-Part(1).—

1. PREAMBLE

1.1. Background

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

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

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

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

1.1.4. Ministry of Power, vide letter dated 05th April 2018, introduced a detailed mechanism for allowing Flexibility in Generation and Scheduling of Thermal Power Stations. The objective of the mechanism was to promote bundling of cheaper Renewable Energy (RE) with costlier Thermal Power and to promote Renewable Purchase Obligation (RPO) of Distribution Licensees. Subsequently, MoP vide order dated 12.04.2022, revised the Scheme for flexibility in generation and scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power.

1.2. Objectives

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

- To promote competitive procurement of electricity from RE power plants, by thermal/ hydro generators for utilisation under Flexibility scheme for Scheduling of Thermal/ Hydro Power Stations through bundling with Renewable Energy and Storage Power, to reduce emission;
- To facilitate transparency and fairness in procurement processes.

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

2. SCOPE OF THE GUIDELINES

2.1. Applicability of Guidelines:

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

Explanation:

- a) '**Procurer**': The term 'Procurer', as the context may require, shall mean the thermal/hydro generating company.
- b) '**Authorised Representative of the Procurer**': In cases, where the Power Purchase Agreement (PPA) signing entity and the agency carrying out the tendering/bidding process are different, the agency carrying out the tendering / bidding process shall be deemed to be the Authorized Representative of the 'Procurer' and be responsible for carrying out the bidding process till the selection of the successful bidder, in accordance with these Guidelines. Authorised representative shall be a Central Govt. approved third party appointed by the Procurer. No trading margin shall be payable to Authorised Representative.

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

2.2. Appropriate Commission:

2.2.1. Subject to the provisions of the Act, the regulatory commission under whose jurisdiction the Thermal/ Hydro generating station whose power is proposed to be replaced shall be the Appropriate Commission for the purpose of these bidding guidelines.

3. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

3.1. Conditions to be met by Procurer

The Procurer shall meet the following conditions:

3.1.1. Bid Documentation:

- a) Procurer to decide on solar or wind power procurement and prepare the bid documents [consisting of Model Request for Selection (RfS) Document, Model Power Purchase Agreement (PPA)] in accordance with these Guidelines, 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 and draft PPA, 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, 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, the RfS, PPA shall prevail.

- d) Procure the following clearances, as relevant:
- i. In case of procurement from Projects to be located at a site to be specified by the Procurer, clearance by the relevant authority of the draft land lease or other land related agreements consistent with the draft PPA, and other Project agreements.
 - ii. clearance by the agency developing the Solar Park [**‘Solar Power Park Developer’ (SPPD)**] for draft Implementation Agreement, consistent with the draft PPA, in case of a procurement from Projects to be located in Solar Parks specified by the Procurer.

3.1.2. Site-related Project preparatory activities including clearances:

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

3.2. Arrangements related to site

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

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

- a) Land: Identification of 100% (hundred per cent) land and provision of documents/ agreements to indicate in-principle availability of at least 25% (twenty-five per cent) of land at the initiation of bidding, and possession of 90% (ninety per cent) of land within 1 (one) months of the execution of the PPA and the balance 10% (ten per cent), within 2 (two) months thereafter.
- b) No Objection Certificate (NOC)/Environmental Clearance (if applicable) for the Project.
- c) Forest Clearance (if applicable) for the land for the Project.
- d) Approval for Water from the concerned authority (if applicable) required for the Project.
- e) A letter from the STU/CTU confirming technical feasibility of connectivity of plant to STU/CTU substation, except for the cases where the concerned STU/CTU has notified, sub-station wise spare capacities for feasibility of connectivity.

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

3.2.3. Project site selected by the RE Power Generator: In case the Procurer does not specify a site or in a Solar Park and the Project site is selected by the RE Power Generator, to ensure timely completion and commencement of supply of power, the bidder would be required to

submit documents in respect of matters as mentioned below, as per the time schedule specified in the bidding documents:

- a) **Land acquisition:** Submission of documents/Lease Agreement to establish possession/right to use 100% (hundred per cent) of the required land in the name of the RE Power Generator for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the RE Power Generator.”
- b) No Objection Certificate (NoC)/Environmental Clearance (if applicable) for the Project.
- c) Forest Clearance (if applicable) for the land for the Project.
- d) Approval for Water from the concerned authority (if applicable) required for the Project.
- e) A letter from State Transmission Utility (STU)/Central Transmission Utility (CTU) [or Solar Power Park Developer, in case of selected site being a solar park] confirming technical feasibility of connectivity of the plant to STU/CTU substation. If the Project site is located in the same State as the Procurer/End Procurer, State Govt. shall endeavor to provide necessary support to facilitate the connectivity of the plant to STU/CTU substation.

4. BID STRUCTURE

4.1. Bid Package: The bids will be designed in terms of a package. The minimum size of a package should be 50MW, in order to have economies of scale. The bidder has to quote for an entire package. The Procurer may also choose to specify the maximum capacity that can be allotted to a single bidder including its Affiliates keeping in mind factors such as economies of scale, land availability, expected competition and need for development of the market.

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

4.3. Bidding Parameters: For procurement of electricity, ‘Tariff as Bidding Parameter’ shall be applicable.

4.3.1. Tariff as the Bidding Parameter: The Procurer may select either of the following kinds of tariff based Bidding: (a) fixed tariff in Rs./kWh for the term of PPA or (b) escalating tariff in Rs./kWh with pre-defined quantum of annual escalations fixed in Rs./kWh and number of years from which such fixed escalation will be provided.

5. POWER PURCHASE AGREEMENT

The draft PPA proposed to be entered into with the successful bidder shall be issued along with the RfS. Standard provisions to be incorporated as part of this PPA shall include *inter alia* the following:

5.1. PPA Period: As the PPA period influences the tariff by determining the period over which the investment is returned to the investor/ RE Power Developer the PPA period should thus be not less than 25 (twenty-five) years from the date of the Scheduled Commissioning Date (SCD), based on the balance life of thermal/hydro plant. The RE Power Generators are free to operate their plants after the expiry of the PPA period in case the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators so provide. It is hereby clarified that in cases where the Project site is specified by the Procurer to be located either in a Solar Park or otherwise, the responsibility of the Procurers to arrange for the land in terms of Clauses 3.2.1 and 3.2.2 shall be limited for the PPA period.

5.2. Quantum of Power/ Energy to Be Procured: The procurement of power shall be in power (MW) terms or in energy (kWh or Million Units, i.e. MU) terms. RE Power Generator, if desires, is free to install energy storage system for meeting the requirements specified by thermal/hydro generator.

5.2.1. Procurement in Power Terms (MW):

- a) In case of procurement in power (MW) terms, the range of Capacity Utilisation Factor (CUF) will be indicated in the bidding documents. Calculation of CUF will be on yearly basis. In case the project generates and supplies energy less than the energy corresponding to the minimum CUF, the RE Power Generator will be liable to pay to the Procurer, penalty for the shortfall in availability below such contracted CUF level. The amount of such penalty will be in accordance with the terms of the PPA, which shall ensure that the Procurer is offset for all potential costs associated with low generation and supply of power under the PPA, subject to a minimum of 25% (twenty-five per cent) of the cost of this shortfall in energy terms, calculated at PPA tariff.
- b) In case the availability is more than the maximum CUF specified, the RE Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, the same may be done at 75% (seventy-five per cent) of the PPA tariff, and provision to this effect shall be clearly indicated in the RfS document.

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

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

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

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

or

as prescribed in the rules notified by the Central Government under Electricity Act, 2003, if any.

5.4. Force Majeure

5.4.1. Definition of Force Majeure: A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the **Affected Party**) of its obligations under the relevant Power Purchase Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

5.4.2. Categorisation of Force Majeure Events:**5.4.2.1. Natural Force Majeure Event**

- a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;
- b) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party;

- c) the discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land; or
- d) any event or circumstances of a nature analogous to any of the foregoing.

5.4.2.2. Non-Natural Force Majeure Event

- a) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action;
- b) nation/state-wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or its contractors;
- c) nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the Generator, as a result of which the Generator or its shareholders are deprived (wholly or partly) of their rights or entitlements under the Power Purchase Agreement. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the Generator or the Generator related parties;
- d) action of a Government Authority having Material Adverse Effect including but not limited to change in law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Clause 5.7 of these Guidelines; any unlawful or unauthorised or without jurisdiction revocation of, or delay in, or refusal, or failure to renew or grant without valid cause, any Permits of the Generator or any of the clearance, licence, authorization to be obtained by the Contractors to perform their respective obligations under the relevant PPA and/or the Project Documents; provided that such delay, modification, denial, refusal or revocation did not result from the Generator's or any Contractors inability or failure to comply with any condition relating to grant, maintenance or renewal of such Permits or clearance, licence, authorization, as the case may be.

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

5.4.3. Force Majeure Exclusions

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

- a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b) Delay in the performance of any contractor, sub-contractor or their agents;
- c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d) Strikes at the facilities of the Affected Party;
- e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f) Non-performance caused by, or connected with, the Affected Party's:
 - i. Negligent or intentional acts, errors or omissions;
 - ii. Failure to comply with an Indian Law; or
 - iii. Breach of, or default under this Agreement.

5.4.4. Notification of Force Majeure Event

- 5.4.4.1.** The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.
- 5.4.4.2.** Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under the PPA. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.
- 5.4.4.3.** The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under the PPA, as soon as practicable after becoming aware of each of these cessations.

5.4.5. Performance Excused

- 5.4.5.1.** The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the PPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event.
- 5.4.5.2.** For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the generator shall be entitled for a day-to-day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the PPA period, as the case may be.
- 5.4.5.3.** Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.
- 5.4.5.4.** Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

5.4.6. No Liability for Other Losses

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

5.4.7. Resumption of Performance

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the PPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

5.4.8. Termination Due to Force Majeure Event

5.4.8.1. Termination due to Natural Force Majeure Event

- a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Natural Force Majeure Event commencing from the date of

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

- b) Without prejudice to the provisions of Article 5.4.8.1(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the PPA in its sole discretion by issuing a notice to that effect.
- c) On termination of the PPA pursuant to Article 5.4.8.1(b):
 - i. no Termination Compensation shall be payable to the generator.
 - ii. the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

5.4.8.2. Termination due to Non-Natural Force Majeure Event

- a) Upon occurrence of a Non-Natural Force Majeure Event, the Generator shall, at its discretion, have the right to terminate the PPA forthwith after the completion of the period of 180 (one hundred and eighty) Days from the date of the Force Majeure Notice.
- b) Notwithstanding anything in Article 5.4.6, on termination of the PPA pursuant to Article 5.4.8.2(a):
 - i. the Procurer shall pay to the Generator, 'Force Majeure Termination Compensation' equivalent to the amount of the Debt Due and the 110% (one hundred and ten per cent) of the Adjusted Equity, as defined in these Guidelines, and takeover the Project assets.
 - ii. the Generator shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event."

5.5. Generation Compensation for Offtake Constraints:

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

After the scheduled commissioning date, if the plant is ready but the necessary power evacuation/transmission infrastructure is not ready, for reasons not attributable to the RE Power Generator, then SCD for such projects may be revised as the date as on 30th day subsequent to the readiness of the Delivery Point and power evacuation infrastructure. Decision on requisite extension on account of the above factor shall be taken by Procurer on case-to-case basis after examining the issue.

Or

The RE Power Generator may seek compensation as per extant Central Electricity Regulatory Commission (CERC) Regulations.

5.5.2. Offtake constraints due to Backdown

- a) The RE Power Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. No RE power plant qualified as must-run power plant defined as per Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules 2021, duly commissioned, shall be directed to back down by the procurer as per provisions of the Rules. In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the RE Power Generator shall be eligible for a Minimum Generation Compensation, from the Procurer, in the manner detailed below.

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

- b) The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). Possible conditions for exclusion of Generation Compensation, on account of Backdown purposes, shall be clearly specified in the RfS and the PPA.
- c) No back-down / curtailment to be ordered without giving formal/ written instruction for the same.

5.6.EVENT OF DEFAULT AND THE CONSEQUENCES THEREOF

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

5.6.1.Generator Event of Default and the consequences thereof:

- a) In the event the RE Power Generator is unable to commission the plant within the stipulated time period, or fails to supply power in terms of the PPA, or assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the RE Power Generator shall be construed to be in default.
- b) Upon being in default, the RE Power Generator shall be liable to pay to the Procurer, damages, as provided in these Guidelines in Clause 14.3 for failure to commission within stipulated time and Clause 5.2.1(a) for failure to supply power in terms of the PPA. For other cases, pay to the Procurer, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.
- c) In addition to the levy of damages as aforesaid, in the event of a default by the RE Power Generator, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting RE Power Generator within the stipulated period, the Procurer may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.”

5.6.2.Procurer Event of Default and the consequences thereof:

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

- b) In the event the aforesaid novation is not acceptable to the RE Power Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the RE Power Generator may terminate the PPA and at its discretion, require the defaulting Procurer to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 110% (one hundred and ten per cent) of the adjusted equity as defined below, less Insurance Cover, if any, or, (ii) pay to the RE Power Generator, damages, equivalent to 6 (six) months, or balance PPA period, whichever is less, of charges for its contracted capacity, with the Project assets being retained by the RE Power Generator.
- c) In the event of termination of PPA, any damages or charges payable to the STU/CTU, for the connectivity of the plant, shall be borne by the Procurer.
- d) Adjusted Equity means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;
- i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;
 - ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");
 - iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three three three percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of an year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

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

- e) Debt Due means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:
- i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;
 - ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause 5.6.2(e)(i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost.

Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be

deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken.

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

5.7. 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 MoP on 22nd October 2021 and amendments thereof issued from time to time.

6. BIDDING PROCESS

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

6.2. The Procurer or its authorised representatives shall invite the RE Power Generators to participate in the RfS for installation of RE Power Plants in terms of these Guidelines. Affiliate of the procurer can also submit the bid and in such cases the Procurer shall not invite bids.

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

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

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

7. RFS DOCUMENT

The standard provisions to be provided by the Procurer or its authorised representatives in the RfS shall include the following:

7.1. Bid Responsiveness

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

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

7.2. Qualification requirements to be met by the bidders:

7.2.1. Technical Criteria:

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

7.2.2. Financial Criteria:**a) Net-worth:**

- i. The Procurer shall specify financial criteria in the form of net-worth as a part of the qualification requirement. The net-worth requirement should be at least 20% (twenty per cent) of the CERC Benchmark Capital Cost, if any, for RE power projects for the year in which bids are invited or the estimated project cost.
- ii. The net worth to be considered for the above purpose will be the cumulative net-worth of the bidding company or consortium together with the networth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.
- iii. It is clarified that the networth to be considered for this clause will be the total networth as calculated in accordance with the Companies Act.

b) Liquidity:

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

7.3. Quantum of the Earnest Money Deposit (EMD)

Quantum of the Earnest Money Deposit (EMD) in the form of a bank guarantee/ letter of undertaking to pay/ Payment of Order Instrument, to be furnished by the bidders. The EMD shall stand forfeited in the event of failure of the RE Power Generator to execute the PPA within the stipulated time period”.

7.4. Compliance of FDI Laws by foreign bidders

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

8. BID SUBMISSION AND EVALUATION

- 8.1.** Formation of consortium by bidders shall be permitted, in which case the consortium shall identify a lead member which shall be the contact point for all correspondences during the bidding process. The Procurer may specify technical and financial criteria, and lock in requirements for the lead member of the consortium.
- 8.2.** The Procurer or its authorised representatives shall constitute committee for evaluation of the bids (**Evaluation Committee**), with at least three members, including at least one member with expertise in financial matters/bid evaluation.
- 8.3.** The bidders may be required to submit non-refundable processing fee and/or project development fee as specified in the RfS.
- 8.4.** The bidders shall be required to submit separate technical and price bids. The bidders shall also be required to furnish necessary bid-guarantee in the form of an EMD along with the bids.
- 8.5.** The technical bids shall be evaluated to ensure that the bids submitted meet the eligibility criteria set out in the RfS document on all evaluation parameters. Only the bids that meet the evaluation criteria set out in the RfS shall be considered for further evaluation on the price bids.
- 8.6.** To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and the Procurer or its authorised representatives still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.
- 8.7.** The price bid shall be rejected, if it contains any deviation from the tender conditions. No clarifications shall normally be requested from bidders at this stage.

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

8.8.1. The bid evaluation mechanism shall be on the basis of the bidding criteria as specified in the RfS. Ranking of the bidders will start from the bidder quoting the “lowest tariff (L1)”.

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

9. INDICATIVE TIME TABLE FOR BID PROCESS

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

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

10. CONTRACT AWARD AND CONCLUSION

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

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

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

10.4. Subject to provisions of the Act, the Procurer shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act.

10.5. LoA shall be issued to successful bidders after getting consent from beneficiaries or in accordance with rules notified by the Central Government under Electricity Act, 2003, and PPA shall be signed by the procurer with the successful bidders after the adoption of tariff by the Appropriate Commission.

11. GUARANTEES

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

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

a) Bank Guarantee(s);

OR

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

"Payment on Order instrument" means Letter of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) [the three non-banking financial institutions under Ministry of New & Renewable Energy (MNRE)/ Ministry of Power (MoP)], to pay in case situation of default of RE power generator in terms of tender conditions/Power Purchase Agreement (PPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Procurer

on demand within stipulated time. RE power generators can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above (IREDA, PFC & REC). Procurer(s) shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except IREDA, PFC & REC.

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

11.2.1. Performance Guarantee (PG), to be fixed by the Procurer [but not to be more than 4% (four per cent), in case of site specified by the Procurer, and 5% (five per cent), in case of site selected by the RE Power Generator, of the Project cost, as determined by CERC, if any, for the financial year in which the bids are invited or the estimated project cost] to be submitted at the time of signing of the PPA, in the form of:

a) Bank Guarantee(s);

OR

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

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

11.2.3. In addition to the other remedies, this PBG can be encashed to recover any damages/dues of the RE Power Generator in terms of the PPA. PBG shall be returned to the generator within 45 days of the commissioning of the project. In case of part commissioning, PBG, corresponding to the part capacity commissioned, should be released within 45 days of such part-commissioning.

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

12. FINANCIAL CLOSURE

- a) RE Power Generator shall attain the financial closure in terms of the PPA, within 9 (nine) months from the date of execution of the Power Purchase Agreement for projects specified to be set up in Solar park, and within 12 (twelve) months from the date of execution of the Power Purchase Agreement, for projects not specified to be set up in Solar park. However, if for any reason, the time period for attaining the financial closure needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same.
- b) Failing the aforesaid, the Procurer shall encash the PBG unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause 3.2.1 and Clause 3.2.2 or delay in allotment of land by the Government not owing to any action or inaction on the part of the RE Power Generator or caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by the Procurer, on the sole request of the RE Power Generator, on payment of a penalty as specified in the PPA. This extension will not have any impact on the SCD. Any penalty paid so, shall be returned to the RE Power Generator without any interest on achievement of successful commissioning within the SCD.

Notwithstanding anything contained in these Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in financial closure.”

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

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

14. COMMISSIONING

14.1. Part Commissioning:

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

14.2. Early Commissioning:

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

14.3. Commissioning Schedule:

- i. The projects shall be commissioned, within a period of 15 (fifteen) months from the date of execution of the PPA, for projects specified to be set up in Solar park, and within a period of 18 (eighteen) months from the date of execution of the PPA, for projects not specified to be set up in Solar park. However, if for some reason, the scheduled commissioning period needs to be kept smaller than that provided in these Guidelines, the Procurer can do the same. Subject to clause no. 5.4 of these Guidelines, delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties, on the RE Power Generator, as detailed below:
 - a) For Delay in commissioning upto 6 (six) months from SCD, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned.
 - b) For Delay in commissioning beyond six months from SCD, Generator Event of Default, as per clause 5.6.1 of these Guidelines, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.
- ii. In case of site specified by the Procurer, any delay in handing over land to the RE Power Generator in accordance with the given timelines, shall entail a corresponding

extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land in terms of Clause 3.2.1 (a).

Notwithstanding anything contained in these Guidelines, any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days, shall entail a corresponding extension in scheduled commissioning date.”

15. COMMERCIAL OPERATION DATE (COD):

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

16. TRANSMISSION CONNECTIVITY

- 16.1.** The RE Power Plant shall be designed for inter-connection with (a) a Pooling Substation where other projects also inter-connect prior to the STU / CTU substation or, (b) directly with the STU / CTU substation; through a dedicated transmission line at the appropriate voltage level, as specified by the Procurer. The entity responsible for the construction of the relevant substation and transmission lines shall be clearly specified in the bidding documents. Depending on the implementation arrangements and design of the evacuation system, the capital costs of the transmission lines and substations prior to the STU / CTU substation may either be directly paid by the RE Power Generator, or paid by the SPPD or another implementation agency and claimed from the RE Power Generator as directly attributed or apportioned and recovered in lump sum or as payments over the years.
- 16.2.** In cases, where the Project site is not specified by the Procurer, the responsibility of getting Transmission Connectivity and Access to the transmission system owned by the STU / CTU will lie with the RE Power Generator and shall be at the cost of RE Power Generator.
- 16.3.** In cases, where the Project site specified by the Procurer is not in a Solar Park, the Procurer could choose to require the RE Power Generator to bear the responsibility and cost of getting Transmission Connectivity and Access.
- 16.4.** In cases where the Procurer specifies a solar park where the Project is to be located, penalties, fines and charges imposed by the CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the RE Power Generator to the extent the delay is attributable to the RE Power Generator and the balance by the Procurer.
- 16.5.** The Metering Point, which is the point at which energy supplied to the Procurer shall be measured, shall be the low voltage bus bar of the STU / CTU substation. In case of solar parks, the metering point is the final evacuation STU / CTU substation with which the internal transmission from all the pooling substations is connected. All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the RE Power Generators without any reimbursement by the Procurer. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Procurers. Arrangements shall be put in place for either the CTU / STU to bill these expenses directly to the Projects in proportion to their capacity or the normative generation from Projects sharing common infrastructure or to bill the SPPD which may recover the same directly from the Procurer or from the RE Power Generator who may in turn seek reimbursement from the Procurer.

17. TECHNICAL SPECIFICATIONS

Procurers shall promote commercially established and operational technologies to minimize the technology risk and to achieve the commissioning of the Projects. The detailed technical parameters, for RE Power Projects to be selected, shall be specified by MNRE from time to time.

18. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

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

19. ARBITRATION

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

20. CLARIFICATION AND MODIFICATION TO GUIDELINES

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

HEMANT KUMAR PANDEY, Chief Engineer (R&R)

Annexure – I

Annexure I - Time Table for Bid Process

Sl. No.	Event	Elapsed Time from Zero date
1.	Date of issue of RfS Project specific draft Power Purchase Agreements and other draft Project Agreements.	Zero date
2.	Bid clarification, conferences, opening of online Data Room to share all Project specific details including site, if specified by Procurer etc. & revision of RfS	**
3.	RfS Bid submission	22 days
4.	Evaluation of bids and issue of LOI	110 days
5.	Signing of PPA	170days

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

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