

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Filing No:

Case No:

IN THE MATTER OF

Petition under Section 86 (1) (a), (b) & (e) of the Electricity Act, 2003 and other applicable provisions of the Electricity Act, 2003 for procurement of power under the Government of Gujarat "Gujarat Renewable Energy Policy- 2023"

PETITIONER

Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara – 390 07

AND

CO-PETITIONERS

Madhya Gujarat Vij Company Limited (MGVCL), Vadodara
Uttar Gujarat Vij Company Limited (UGVCL), Mehsana
Paschim Gujarat Vij Company Limited (PGVCL), Rajkot
Dakshin Gujarat Vij Company Limited (DGVCL), Surat

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Petition under Section 86 (1) (a), (b) & (e) of the Electricity Act, 2003 and other applicable provisions of the Electricity Act, 2003 for procurement of power under the Government of Gujarat "Gujarat Renewable Energy Policy- 2023"

MOST RESPECTFULLY SHOWETH:

- 1) The erstwhile Gujarat Electricity Board has been unbundled in seven functional entities under the Gujarat Electricity Industry Reorganization and Comprehensive Transfer Scheme, 2003 notified under the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003. 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. Madhya Gujarat Vij Company Limited (MGVCL), Uttar Gujarat Vij Company Limited



(UGVCL), Paschim Gujarat Vij Company Limited (PGVCL) and Dakshin Gujarat Vij Company Limited (DGVCL). Further, the function of bulk purchase and bulk sale of power is assigned to Gujarat Urja Vikas Nigam Ltd. (GUVNL). Accordingly, on behalf of four subsidiary Distribution Companies, the activity of bulk purchase and bulk sale of power is being carried out by Gujarat Urja Vikas Nigam Ltd. (GUVNL).

- 2) The distribution companies are mandated to procure power from Renewable Energy Sources as per provisions of Section 86 (1) (e) of the Electricity Act, 2003 and in terms of GERC (Procurement of Energy from Renewable Energy Sources) Regulations as amended from time to time.
- 3) In accordance with the same, the Petitioner on behalf of its four Distribution Companies viz. Madhya Gujarat Vij Company Limited (MGVCL), Uttar Gujarat Vij Company Limited (UGVCL), Paschim Gujarat Vij Company Limited (PGVCL) and Dakshin Gujarat Vij Company Limited (DGVCL) has been entering into Power Purchase Agreements with various Renewable Energy Generators for procurement of power from time to time.
- 4) Section 86 (1) of the Electricity Act 2003 provides that the State Commission shall discharge following functions, namely

“(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 sources through agreements of purchase of power for distribution and supply within the State.”

- 5) Further, Section 86 (1) (e) of Electricity Act 2003 provides that the State Commission shall discharge following functions for promotion of renewable energy, namely

“(e) promote cogeneration and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with grid and sale of electricity to any person, and also specify, for purchase of electricity from such sources, a percentage of total consumption of electricity in the area of a distribution licensee.”



- 6) The National Tariff Policy, 2016 formulated by the Ministry of Power has given specific guidance on purchase of power generated from renewable energy sources. As per Section 6.4(2),

“States shall endeavor to procure power from Renewable Energy sources through Competitive Bidding to keep the tariff low, except from the waste to energy plants. Procurement of power by distribution Licensee from renewable energy sources, from solar PV power projects above the notified capacity, shall be done through competitive bidding process, from the date to be notified by the Central Government. However, till such notification, any such procurement of power from Renewable Energy Sources projects, may be done under Section 62 of Electricity Act, 2003.”

- 7) Ministry of Power has published “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Projects.” Dated 28.07.2023. **(Annexure-A)**
- 8) In case of STU connected Solar projects, minimum bid quantum is specified as 10 MW (Clause 5.2). Thus Competitive Bidding Guideline are not applicable for intra State projects below 10 MW Solar PV projects.
- 9) Ministry of Power has published “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Projects.” Dated 26.07.2023. **(Annexure-B)**
- 10) In case of STU connected Wind projects, minimum bid quantum is specified as 10 MW (Clause -3). The Competitive Bidding Guideline are not applicable for intra State projects below 10 MW Wind projects.
- 11) Ministry of Power vide amendment notification no.9/13/2021-RCM Dtd.20.10.2023 has issued revised RPO trajectory as well as revised categories of RPO for different designated consumers in respect of electricity distribution licensee and other designated consumers who are open access consumers or captive users to the extent of consumption of electricity from sources other than distribution licensee as a percentage of their total share of energy consumption as below.

Sr. No	Year	Wind renewable energy	Hydro renewable energy	Distributed renewable energy*	Other renewable energy	Total renewable energy



(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	2024-25	0.67%	0.38%	1.50%	27.35%	29.91%
2	2025-26	1.45%	1.22%	2.10%	28.24%	33.01%
3	2026-27	1.97%	1.34%	2.70%	29.94%	35.95%
4	2027-28	2.45%	1.42%	3.30%	31.64%	38.81%
5	2028-29	2.95%	1.42%	3.90%	33.10%	41.36%
6	2029-30	3.48%	1.33%	4.50%	34.02%	43.33%

The distributed renewable energy component shall be met only from the energy generated from renewable energy projects that are less than 10 MW in size and shall include solar installations under all configurations (net metering, gross metering, virtual net metering, group net metering, behind the meter installations and any other configuration) notified by the Central Government.

- 12) Further Government of Gujarat has notified "Gujarat Renewable Energy Policy- 2023", wherein any individual, company, body corporate, association or body of individuals, whether incorporated or not, or artificial juridical person, will be eligible for setting up the RE projects under the policy (**Annexure-C**).
- 13) Under this policy, the solar projects up to 4 MW capacity and Wind power projects up to 10 MW capacity can be set up for selling of electricity to distribution licensees under mechanism provided under Clause 16.3 of the Guidelines.
- 14) The tariff applicable for RE projects exempted from competitive bidding process as per MNRE guidelines under Gujarat Renewable Energy Policy- 2023 shall be as per following mechanism:

16.3.1 Purchase from Solar Power Projects:

DISCOMs may procure power from distributed solar projects up to 4 MW capacity at a pre-fixed levelized tariff as per the mechanism decided by GERC i.e. simple average of tariffs discovered and contracted under the competitive bidding process conducted by GUVNL for non-park solar projects in the preceding 6-month period, i.e., either April to September or October to March, as the case may be, plus 20 paisa/unit, which shall be applicable for the signing of PPAs in subsequent 6-month period and such tariff shall remain fixed for the 25 year term of the PPA.



Further, in case generic tariff is determined by GERC for solar project and such tariff is lower than tariff as stated in above para, lower tariff will be applicable for purchase of solar power from such project and the same shall be fixed for entire term of PPA.

16.3.2 Purchase from wind power projects:

DISCOMs may procure power from small size wind power projects up to 10 MW capacity at a pre-fixed levelized tariff equal to the simple average of tariff discovered and contracted under the competitive bidding process conducted by GUVNL for wind projects in the preceding 6-month period, i.e., either April to September or October to March, as the case may be, which shall be applicable for the signing of PPAs in subsequent 6-month period and such tariff shall remain fixed for the 25 year term of the PPA.

Further, in case generic tariff is determined by GERC for wind project and such tariff is lower than tariff as stated in above para, lower tariff will be applicable for purchase of wind power from such project and the same shall be fixed for entire term of PPA.

16.3.3. For above projects, if the tariff is not available for preceding 6-month period, then available tariff of latest 6-month tariff shall be considered.

16.3.4 Purchase of power from the RE project setup under the specific scheme / guideline of State or Central Government, as the case may be, will be governed as per the terms and conditions of respective scheme/ guidelines. Further the tariff for such projects shall be as approved by GERC.

- 15) It is humbly submitted that GUVNL has prepared draft Standard Operating Procedure (SOP) for purchase of power from solar project up to 4 MW and wind project less than 10 MW under the clause No 16.3 of GoG policy "Gujarat Renewable Energy Policy-2023" which is attached here with as **Annexure- D.** The key points of said SOP are as under.

- a) Eligible developer shall approach GUVNL for consent of "Power Sale to DISCOM" before applying for provisional registration in GEDA.
- b) GUVNL will develop portal for registration and issue Lol.
- c) Developer shall have to follow as per executive procedure/ terms and conditions for registration of RE projects developed by GEDA.
- d) Developer shall acquire or possess the land on sale or lease from private / Government as its own cost and risk.



- e) Developer shall lay dedicated evacuation line at their own cost for evacuation of power up to interconnection point.
- f) Common dedicated transmission line for evacuation of power with pooling station may be set up by adjoining developers.
- g) ABT complaint meter equipped with AMR (Automatic meter reading) shall be installed at metering point.
- h) Forecasting and scheduling shall be applicable as governed by GERC Regulation.
- i) SCSD shall not be more than 12 months from date of PPA.
- j) Developer shall submit Performance Bank Guarantee of Rs 5 lakh x rated installed capacity of project before signing of PPA.
- k) Liquidated damages shall be applicable in case of delay beyond SCSD.
- l) Early commissioning is allowed and tariff for early commissioning shall be same as PPA tariff.
- m) Part commissioning is allowed till SCSD
- n) The developer may upgrade and repower their plants during the PPA period at his own risk and cost. GUVNL / DISCOM will be obliged to buy power only within the range of CUF and contracted capacity specified in the PPA.
- o) Declared CUF shall not be less than 17% of solar project and 22% of wind projects. Lower limit of CUF will be 90% and upper limit will be 120% of declared CUF.
- p) In case of shortfall of CUF beyond minimum CUF, penalty at 1.5 times of PPA tariff for shortfall generation shall be applicable and excess generation beyond maximum CUF will be treated as inadvertent energy.
- q) PPA will be signed by DISCOM for interconnection voltage below 66 KV and GUVNL will sign for interconnection voltage of 66 KV and above.
- r) Standard Operating Procedure would not have any provision for any financial support for setting up RE projects. The RE projects would have to be set up at the cost of the developers. The only obligation of GUVNL/DISCOM would be to pay the tariff as per the terms and conditions of the PPA.



GUVNL had published said SOP on website of GUVNL and all DISCOMs and GETCO for inviting comments / suggestions of the Stakeholders / developers within 10 days. The comments from Stakeholders with justification of GUVNL is attached herewith as **Annexure-E**.

- 16) That the Hon'ble Commission has already approved a similar mechanism of applicable tariff for purchase of power from solar projects above 0.5 MW to 4.0 MW under the Government of Gujarat Policy for development of Small Scale Distributed Solar Projects (SSDSP) – 2019 vide order in petition No. 1802 of 2019. GUVNL for the purpose of purchase of power from Solar Projects above 0.5 MW to 4.0 MW intends to apply the same approved mechanism.
- 17) In the above background, the Hon'ble Commission is respectfully requested to approve the mechanism of applicable tariff for purchase of power under Government of Gujarat "Gujarat Renewable Energy Policy-2023" as per above.
- 18) Further, it is respectfully submitted that Hon'ble Commission may accord approval to Draft Power Purchase Agreement (PPA) for purchase of power from Solar project up to 4 MW (Developer will lay dedicated evacuation line up to receiving sub-station of GETCO) (**Annexure-F**) and Wind project less than 10 MW (Developer will Lay dedicated evacuation line up to receiving sub-station of GETCO) (**Annexure-G**).

PRAYER:

- 19) It is therefore respectfully prayed that this Hon'ble Commission may be pleased to :
- Admit this petition.
 - Approve the mechanism of applicable tariff for purchase of power from solar projects above 0.5 MW up to 4.0 MW and wind projects above 0.5 MW to less than 10 MW under the Gujarat Renewable Energy Policy-2023 as stated in para 14 of this petition.
 - Approve the signing of PPA for the solar project above 0.5 MW up to 4.0 MW with solar project developers under distributed RE bilateral purchase as per clause 16.3.1 of Gujarat Renewable Energy Policy-2023 in accordance with the provision of approved mechanism by Hon'ble commission vide order in petition No. 1802 of 2019 pending



the issuance of the relevant order for approval of tariff determination mechanism under Gujarat Renewable Energy Policy-2023.

- d) Approve draft Standard Operating Procedure (SOP) annexed with the Petition.
- e) Approve draft Power Purchase Agreement (PPA) annexed with the Petition.
- f) The petitioners craves leave of the Hon'ble Commission to allow further submissions, prayers, additions and alterations to this petition as may be necessary from time to time
- g) Pass any other order(s) as this Hon'ble Commission may deem just and proper in the circumstances of the case.

M. P. D. J.

GUJARAT URJA VIKAS NIGAM LIMITED

PETITIONER

Date : 05-03-2024

Place : vadodara



DECLARATION

It is to declare 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.

M. P. Pandya

**GUJARAT URJA VIKAS NIGAM LIMITED
PETITIONER**

Date: 05-03-2024

Place: Vadodara



**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR**

Filing No:

Case No:

IN THE MATTER OF

Petition under Section 86 (1) (a) (b) & (e) of the Electricity Act, 2003 and other applicable provisions of the Electricity Act, 2003 for procurement of power under the GoG "Gujarat Renewable Energy Policy- 2023"

PETITIONER

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



AFFIDAVIT

I, Mehulkumar Mukundray Pandya aged about 44 year resident of Vadodara do hereby solemnly affirm and state as under:

1. I am working as deputy engineer 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 the Petitioner Company maintained in the normal course of business and the same are true to the best of my knowledge.
3. I say that the annexures are true copies.

SR. No. 4028
Date: 05/03/2024

VERIFICATION:

I, the Petitioner above named do hereby verify that the contents of my above Affidavit are true to the best of my knowledge, no part of it is false and nothing material has been concealed therefrom.

Identified before me.

**MY Commission Expires
On 04/ 07/2028**

M. Pandya
**Gujarat Urja Vikas Nigam Limited
PETITIONER**

Date: 05-03-2024

Place: Vadodara



Solemnly Affirmed/Declared

Sworn Before me by *M. M. Pandya*

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



- भंडारण प्रणालियों के लिए, विस्तृत तकनीकी मापदंड, एमएनआरई द्वारा, समय-समय पर, निर्दिष्ट किए गए अनुसार होंगे।
16. **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 अथवा उसके बिना परियोजनाओं से सौर 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 सरकार द्वारा अनुमोदन के अध्यधीन होगा। उपयुक्त सरकार, ऐसी याचिका दायर करने के 60(साठ) दिनों के यथोचित समय के भीतर बोली दस्तावेजों को अनुमोदित करेगा या उनमें संशोधन की जरूरत बताएगा।
17. **विवाद समाधान**
ऐसी स्थिति में, जब 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 मध्यस्थता द्वारा 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।
18. **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 मंत्रालय के परामर्श से, विद्युत मंत्रालय ऐसा करने के लिए अधिकारप्राप्त है।
19. **नवीकरणीय/ऊर्जा भंडारण दायित्व**
इन दिशानिर्देशों के अंतर्गत खरीदी गई सौर विद्युत [सौर विद्युत के साथ चार्ज की गई ऊर्जा भंडारण प्रणाली (ईएसएस) सहित] आरपीओ अनुपालना के पात्र होंगे। 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।
20. **आईएसटीएस प्रभार और हानियां**
विद्युत के पारेषण के संबंध में आईएसटीएस शुल्क और हानियां, जिसमें आरई विद्युत के लिए छूट सम्मिलित है, मौजूदा वर्तमान नियमों और विनियमों के अनुसार होंगी।

हेमन्त कुमार पाण्डेय, मुख्य अभियंता

MINISTRY OF POWER

RESOLUTION

New Delhi, the 28th July, 2023

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

No. 27/01/2023-RCM.—1. INTRODUCTION

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. Procurement of electricity through competitive bidding by the distribution licensees is expected to

reduce the overall cost of procurement of power and facilitate development of power markets. Internationally, competition in wholesale electricity markets has led to reduction in prices of electricity and in significant benefits for consumers.

- 1.1.2. Section 61 & 62 of the 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 –

“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. These Guidelines are being issued under section 63 of the Act to enable procurement of Solar power by Procurers from grid-connected Solar Photovoltaic (PV) power projects, with or without Energy Storage through tariff based competitive bidding.

1.2. Objectives

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

- (a). To promote competitive procurement of electricity from solar PV power plants, by distribution licensees;
- (b). To facilitate Solar PV capacity addition and fulfilment of Renewable Purchase Obligation (RPO)/ Energy Storage Obligations (ESO) requirement of DISCOMs;
- (c). To provide a transparent, fair, standardized procurement frame work 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 de-risk the sector.

2. SCOPE OF THE GUIDELINES

2.1. Applicability of Guidelines

- (a) These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of Solar power by the ‘Procurers’, from Solar PV Power Projects (‘Projects’), with or without Energy Storage, through competitive bidding.
- (b) Upon notification of these Guidelines in the Official Gazette, the erstwhile “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” issued vide resolution No. 23/27/2017-R&R dated 3rd August, 2017, and amended vide resolution No. 23/27/2017-R&R dated 14th June, 2018, resolution No. 23/27/2017-R&R dated 3rd January, 2019, resolution No. 23/27/2017- R&R dated 9th July, 2019, resolution No. 283/57/2018-GRID SOLAR dated 22nd October, 2019 and resolution No. 283/57/2018-GRID SOLAR dated 25th September, 2020, shall not be applicable for tenders issued subsequent to issuance of these Guidelines. However, the projects already awarded/ under implementation/ commissioned under the erstwhile Bidding Guidelines, will continue to be governed by those Guidelines and will not be covered under these Guidelines. In case there are any ongoing bids wherein the last date of bid submission is after the date of notification of these Guidelines, then the tender documents in respect of such bids shall be appropriately modified to bring them in alignment with these Guidelines.

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). ‘Solar Power’: The term ‘Solar Power’ wherever used in these Guidelines, shall refer to power from Solar Power Generating Systems with or without Energy Storage Systems (ESS), as the case may be. It is clarified

that ESS charged using a source other than solar power would not qualify as solar power.

(c). Solar Power Generator' (SPG)

- (i). The term Solar Power Generator '(SPG) or Generator', wherever used in these Guidelines, shall refer to a generator and supplier of Solar Power with or without energy storage system.
 - (ii). The bidder/developer shall be responsible for providing solar based generating system(s) for supply of solar power combined with or without storage, as per the terms of the Request for Selection (RfS). For the storage component, if any, the bidder/developer shall either set up storage capacity itself; or tie up with energy storage system developer(s) to meet the project parameters, and submit a single bid for the same, in a particular tender.
 - (iii). Irrespective of the contractual arrangement between the Generator and Energy Storage system Developer, if any, all the developer related liabilities, under these Guidelines and the PPA thereunder, shall be of the entity signing the PPA, and recognised as Solar Power Generator' (SPG).
- (d). '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.
- (e). 'Procurer':** The term 'Procurer', as the context may require, shall mean the distribution licensees, or the Authorized Representative(s), or an Intermediary Procurer.
- (f). 'Authorised Representative' of the Procurer:** In cases, where the Power Purchase Agreement (PPA) signing agency and the agency carrying out the tendering / bidding process are different, the agency carrying out the tendering / bidding process shall be deemed to be the Authorized Representative of the 'Procurer' and 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.
- (g). '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 Solar Power Generators 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 Solar Power Generator and also enter into a Power Sale Agreement (PSA) with the End Procurer. The PSA shall contain the relevant provisions of the PPA on a back-to-back basis. 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.
- (h). 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 16 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 16 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. TARIFF

- 4.1. A single tariff for supply of Solar power shall be quoted by the bidders (the "Tariff").
- 4.2. The Tariff shall be quoted at the Delivery Point which shall be at the CTU/STU interconnection point. All charges and losses till the delivery point shall be borne by the Generator.

5. BID STRUCTURE

- 5.1. **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.
- 5.2. 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 for the projects connected to inter-state transmission system. In case of STU-connected Projects, minimum bid quantum may be specified as 10 MW. 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.
- 5.3. A maximum of 50 percent of total capacity as specified in the RfS can be allocated to a single bidder.
- 5.4. **Tariff as the Bidding Parameter:** The bidding evaluation parameter shall be the tariff per unit supply of solar 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.

5.5. 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.

6. 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:

- 6.1. **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.

6.2. Power Procurement

- (a). The procurement of power shall be 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.
- (b). In case the project supplies energy less than the energy corresponding to the minimum CUF, the SPG will be liable to pay to the Procurer, penalty for the shortfall in availability of energy. The amount of such penalty will be equal to one and a half times the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.
- (c). In case the energy available is more than the quantum corresponding to maximum CUF specified, the Solar Power Generator will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). In case the Procurer purchases the excess generation, the same may be done at the PPA tariff, and provision to this effect shall be clearly indicated in the RfS document.
- (d). 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.
- (e). Developers who have already commissioned Solar PV plants or are 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.
- (f). 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 Solar Power Generator.

6.3. Payment Security Mechanism (PSM)

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.

6.4. Force Majeure

- 6.4.1. 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 15 days of the receipt of the intimation.

- 6.5. **Generation Compensation for off-take Constraints:** Where the procurer does not schedule power on

account of unavailability of the Transmission Infrastructure or any other eventuality, the penalty will be in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

- 6.5.1. 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	<p>Generation Compensation = <i>((Tariff X Solar power (MW) offered but not scheduled by Procurer)) X 1000 X No. of hours of grid unavailability.</i></p> <p>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.</p>

- 6.5.2. 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 off take 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 procurer shall pay to the Generator, corresponding to the reduced off take, in terms of following manner:

Reduced Off-take	Provision for Generation Compensation
Reduced off-take beyond 175 hours in a year, as defined in the PPA	<p>Generation Compensation = <i>(Tariff x Solar PV power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of Reduced Offtake</i></p> <p>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.</p>

- 6.5.3.** 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 up to the contracted capacity and the quantum of power scheduled by the procurer.

6.6. Event of default

- 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 13.3.
- In the event the Generator fails to maintain energy supply corresponding to the minimum CUF as declared in the PPA, 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 minimum CUF.
- 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 minimum CUF. 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.
- 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.
- 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 minimum CUF.

6.7. 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.

7. BIDDING PROCESS

- 7.1. 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.
- 7.2. The Procurer shall invite the Generators to participate in the RfS for installation of Solar PV Power Plants and supply of Solar Power with or without Energy Storage System, in terms of these Guidelines.
- 7.3. Developers who have already set up capacity or who have spare untied capacity may also participate in the bid.
- 7.4. 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.
- 7.5. The Procurer shall publish the RfS notice in at least two national newspapers and its own website to accord wide publicity.
- 7.6. 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.

8. 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:

8.1. 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.

8.2. Qualification requirements to be met by the bidders

8.2.1. 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.

8.2.2. 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 estimated 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.

8.3. 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 (2) percent of the estimated capital cost of the Project or any other criteria specified in the RfS, in the form of a bank guarantee/ letter of undertaking to pay/, 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.

8.4. 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.

9. INDICATIVE TIMETABLE 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 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	22 days
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 7.5 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.

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

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. 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.

- 10.3.** For the purpose of transparency, the Procurer shall, after the execution of the PPA, publicly disclose the name(s) of the successful bidder(s) and the tariff quoted by them together with breakup into components, if any. The public disclosure shall be made by posting the requisite details on the website of the Procurer for at least 30 (thirty) days.
- 10.4.** Subject to provisions of the Act, the distribution licensee or the Intermediary Procurer, as the case may be, shall approach the Appropriate Commission for adoption of tariffs 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.
- 10.5.** 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 60 (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.

11. BANK GUARANTEES/ PAYMENT ON ORDER INSTRUMENTS/ LETTERS OF UNDERTAKING

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

- 11.1. Earnest Money Deposit (EMD) as per Clause 8.3** 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.

- 11.2. Performance Guarantee (PBG),** to be fixed by the Procurer, but not to be less than 5% (five percent), of the estimated 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 SPG in terms of Power Purchase Agreement (PPA), from Indian Renewable Energy Development Agency (IREDA)/ Power Finance Corporation Limited (PFC) and REC Limited (REC);

- 11.3.** 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 6.3 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.

- 11.4. 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.

12. SHAREHOLDING BY THE PROMOTER

- 12.1. 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) year from the SCSD, except with the prior approval of the Procurer. Further, the successful bidder shall ensure that its promoters shall not cede control² of the bidding company/ consortium till 1 (one) year 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.
- 12.2. Any change in the shareholding after the expiry of 1 (one) year from the SCSD can be undertaken under intimation to Procurer.
- 12.3. 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.

²The 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.]

13. COMMENCEMENT OF SUPPLY OF POWER

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

13.2. Commencement of Supply Schedule

- (a). The Developer / Solar Power Generator 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, where the quantum allotted to the Developer / Solar Power Generator is not more than 1000 MW;
 - (ii). 30 (thirty) months from the date of execution of the Power Purchase Agreement, where the quantum allotted to the Developer / Solar Power Generator is more than 1000 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 10.5 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 from of PSA, whichever is more, shall entail a corresponding extension in SCSD.

13.3. 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 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.

13.4. 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. Minimum part-capacities in case of STU-connected Projects may be specified in the bidding documents. 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.

13.5. Early Commencement of Supply of Power

The Solar Power Generator shall be permitted for commencement of supply of power corresponding to full as well as part contracted capacity, even prior to the SCSD. The Generator will be allowed to commence supply of power from the Project, 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. If the Procurer/Intermediary Procurer decides to off-take power in this case, such power shall be purchased at the PPA tariff for the applicable contract year and specific provisions in this regard will be stipulated in the tender documents.

14. TRANSMISSION CONNECTIVITY

- 14.1. The responsibility of getting Transmission Connectivity will lie with the Generator and shall be at the cost of Generator.
- 14.2. The Metering Point, which is the point 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/In-STS 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.

15. 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/Energy Storage Systems, shall be as specified by MNRE from time to time.

16. 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 Solar power from the Projects with or without 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 Government before the initiation of bidding process itself. The Appropriate Government shall approve or require modification to the bid documents within a reasonable time not exceeding 60 (sixty) days of filing such petition.

17. 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.

18. 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 in consultation with Ministry of New & Renewable Energy.

19. RENEWABLE PURCHASE / ENERGY STORAGE OBLIGATION

The Solar power [including Energy Storage System (ESS) component charged with solar power] bought under these Guidelines shall be eligible for RPO compliance. The ESS capacity used in the project can be used for fulfilling the Energy Storage Obligations as per the Government of India's orders or notifications.

20. 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

MINISTRY OF POWER

RESOLUTION

New Dehi, the 26th July, 2023

Guidelines for Tariff Based Competitive Bidding Process for Procurement Power from Grid Connected Wind Power Projects**No. 27/02/2023-RCM.—1. BACKGROUND**

The wind power deployment in the country started in early 90s and with the conducive policy environment provided at Central and State level this segment has achieved highest growth amongst the other renewable energy technologies. The wind power installed capacity in the country is over 43GW as on 31st May, 2023, providing more than 10% of total installed capacity. Globally India is at 4th position in terms of wind power installed capacity after China, USA and Germany.

The Government of India has set an ambitious target of achieving 500 GW power capacity from non-fossil fuel resources by 2030.

The National Institute of Wind Energy (NIWE) assessed the wind power potential in the country, which is estimated to be around 1,164GW at 150 meter above ground level. Most of this potential exists in eight States namely Andhra Pradesh, Gujarat, Karnataka, Madhya Pradesh, Maharashtra, Rajasthan, Tamil Nadu and Telangana.

One of the key objectives of the Electricity Act, 2003 is promotion of competition in the electricity sector. Section 63 of the Electricity Act provides for adoption of the tariff by the Appropriate Commission if the same has been determined through transparent process of bidding in accordance with the guidelines issued by the Central Government. The National Electricity Policy, 2005 provides for competition in the renewable energy sector to reduce the cost. The National Tariff Policy notified on 28 January 2016 also provides to encourage procurement of renewable power through competitive bidding to reduce the tariff.

2. OBJECTIVES OF GUIDELINES

The specific objectives of these Guidelines are as follows:

- a) To facilitate renewable capacity addition and fulfilment of Renewable Purchase Obligation (RPO) requirement of distribution licensees;
- b) 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
- c) 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.

3. APPLICABILITY OF GUIDELINES

These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for procurement of electricity by the 'Procurer(s)', from grid-connected Wind Power Projects ('WPP') having (a) bid capacity of 10 MW and above for projects connected to intra-state transmission system; and (b) bid capacity of 50 MW and above for projects connected to inter-state transmission system.

Explanation:

- a) **'Procurer(s)'**: The term 'Procurer(s)', as the context may require, shall mean the distribution licensee(s), or their Authorized Representative, or an Intermediary Procurer.
- b) **'Authorised Representative' of the Procurer(s)**: In cases, where the Power Purchase Agreement (PPA) signing agency and the agency carrying out the tendering/bidding process are different, the agency carrying out the tendering / bidding process shall be deemed to be the Authorized Representative of the 'Procurer' and 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.
- c) **'Intermediary 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 generators and sell it to the distribution licensee(s) / consuming entities / open access consumers. In such cases, the distribution licensee(s) / consuming entities / open access consumers shall be the "End Procurer" and the intermediary shall be "Intermediary Procurer" for the purposes of these Guidelines.

- (ii) The Intermediary Procurer shall enter into a Power Purchase Agreement (PPA) with the WPG(s) and also enter into a Power Sale Agreement (PSA) with the 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.
- d) **'Wind Power Generator (WPG)/Generator'** The term 'Wind Power Generator/ Generator', wherever used in these Guidelines, shall refer to a generator and supplier of electricity generated through wind power.
- e) **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).

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

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

Upon notification of these Guidelines in the Official Gazette, the erstwhile Guidelines notified vide No. 23/54/2017-R&R dated 8.12.2017 and amendment thereto, shall not be applicable for bids issued subsequent to issuance of these Guidelines. However, the projects already awarded/under implementation/commissioned under the erstwhile Bidding Guidelines, will continue to be governed by those Guidelines and will not be covered under these Guidelines. In case there are any ongoing bids wherein the last date of bid submission is after the date of notification of these Guidelines, then the bid documents in respect of such bids shall be appropriately modified to bring them in alignment with these Guidelines.

4. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

The Procurer shall meet the following conditions:

4.1. 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 Standard Bidding Documents (SBDs), in accordance with the process described in Clause 18 of these Guidelines.

However, 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.

4.2. 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 WPG and the Procurer shall not be responsible in case of delay in obtaining such clearances, permits, licenses etc.

5. BID STRUCTURE

5.1. Bid Size: The Procurer will invite the bids in Power Capacity (MW) terms. The minimum bid capacity shall be as per clause 3 of the Guidelines. The Procurer may also choose to specify the maximum capacity that can be allotted to a single bidder including its Affiliates³.

5.2. Bidding Parameters:

- 5.2.1.** For procurement of wind power, the tariff quoted by the bidder shall be the bidding parameter. The Procurer may specify a benchmark tariff and in that case, bidder has to quote tariff not more than the benchmark tariff. The tariff quoted shall be fixed tariff in Rs./kWh for the PPA period.

³Affiliate in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company. The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.

- 5.2.2. The capacity allocation shall be on the basis of Bucket filling i.e. capacity quoted by least quoted tariff bidder (called the L1 bidder) at the rates quoted (L1 rates) shall be allocated first, then the capacity quoted by the next lowest bidder (called the L2 bidder) at the rates quoted (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 Rs/kWh; while the value of "x" generally be two (2) to five (5) and shall be fixed in the RIS."

- 5.2.3. The Procurer may also opt for e-reverse auction for final selection of bidders, in such a case, this will be specifically mentioned in the notice inviting bids and bid document. The Procurer may disclose in the RfS, the prevailing incentives available to the WPGs.
- 5.2.4. A maximum of 50 percent of total capacity as specified in the RfS can be allocated to a single bidder.

6. POWER PURCHASE AGREEMENT

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

- 6.1. **PPA Period:** The PPA period shall generally be for a period of 20 (twenty) years from the date of the 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 WPG. 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 his own risk and cost; and participate in subsequent bids to the extent of their untied capacity. Developers who have already commissioned wind power plants or are in the process of constructing such plants and have untied capacity may also participate in the bid. 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 SCSD.

- 6.2. **Quantum of Power:** The procurement of power will be in power (MW) terms.

6.2.1. 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 WPG 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 calculated @ 50% (fifty per cent) of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.
- b. In case of availability of energy more than the maximum CUF specified, WPG will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). The Procurer(s) shall provide refusal within 15 days from the receipts of the request, beyond which it would be considered as deemed refusal. In case the Procurer purchases the excess generation, the same may be done at the PPA tariff, and provision to this effect shall be clearly indicated in the RfS document.
- c. The WPG may also sell the power which was offered on day ahead basis to the procurer(s) (within maximum CUF) but not scheduled by the Procurer(s), to any third party or power exchange without requiring NOC from the Procurer(s).

- 6.2.2. 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 WPG only.

- 6.2.3. **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 ends shall be settled by the WPG.

- 6.3. **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.

6.4. 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 WPG shall intimate the Procurer about the occurrence of force majeure within 15 (fifteen) days of the start of the force majeure and the Procurer shall respond on his claim within 15 days of the receipt of the intimation.

6.5. Generation Compensation for Off-take Constraints: If the Procurer does not off-take power scheduled by WPG, the penalty shall be in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

6.5.1. Generation Compensation in offtake constraints due to Grid Unavailability:

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

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability in a contract year as beyond 50 hours in a Contract Year as defined in the PPA	<p>Generation Compensation =</p> <p><i>((Tariff X RE power (MW) offered but not scheduled by Procurer)) X 1000 X No. of hours of grid unavailability</i></p> <p>However, in the 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.</p>

6.5.2. Payment in case of reduced offtake: In case the plant is available to supply power but the off take 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:

Duration of Reduced Offtake	Provision for Generation Compensation
Reduced off-take beyond 50 hours in a year, as defined in the PPA	<p>Generation Compensation =</p> <p><i>((Tariff X RE power (MW) offered but not scheduled by Procurer)) X 1000 X No. of hours of Reduced Offtake</i></p> <p>However, in the 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.</p>

6.5.3 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.

6.6. Event of Default:

- 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 14.5.
- In the event the Generator fails to maintain energy supply corresponding to the minimum CUF as declared in the PPA, 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 minimum CUF.

- 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 CUF. 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 CUF.

6.7. 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.

7. BIDDING PROCESS

- 7.1. 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. The procurer may also opt for e-reverse auction for final selection of bidders, in such a case, this will be specifically mentioned in the notice inviting bids and bid document. E-procurement platforms with a successful track record and with adequate safety, security and confidentiality features will be used.
- 7.2. The Procurer shall invite the bidders to participate in the RfS for installation of Wind Power Projects (WPPs) in terms of these Guidelines.
- 7.3. Developers who have already set up capacity or who have spare untied capacity may also participate in the bid.
- 7.4. The bidding documents including the RfS, draft PPA and draft PSA (if applicable) shall be prepared by the Procurer in consonance with these Guidelines and the SBDs, if any.
- 7.5. The Procurer shall publish the RfS notice in at least two national newspapers or its own website to accord wide publicity.
- 7.6. The Procurer shall provide opportunity for pre-bid conference to the prospective bidders and shall provide written interpretation of the bid documents to any bidder which shall also be made available to all other bidders. All the concerned parties shall rely solely on the written communication. Any clarification or revision to the bidding documents shall be uploaded on the website of the Procurer for adequate information. In the event of the issuance of any revision or amendment of the bidding documents, the bidders shall be provided a period of at least 7 (seven) days therefrom, for submission of bids.

8. 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:

- 8.1. Bid Responsiveness:** The bid shall be evaluated only if it is responsive and satisfies conditions including *inter-alia* -
 - a) Bidder or any of its Affiliates is not a willful defaulter to any lender.
 - b) As on last date of bid submission, 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.

8.2. Qualification requirements to be met by the bidders:

- 8.2.1. 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 criteria should be set after an assessment of the number of project developers that are expected to meet the criteria so that an adequate level of competition is achieved. Cut-off date for meeting the technical criteria should generally be kept as the end date of the financial year that is previous to the financial year in which the bid is being floated.
- 8.2.2. Financial Criteria:**
- a) **Networth:**
- (i) The Procurer shall specify financial criteria in the form of networth as a part of the qualification requirement. The net-worth requirement should be at least 20% of the Estimated Capital Cost for WPP for the year in which bids are invited 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.
- 8.3. Quantum of the Earnest Money Deposit (EMD):** Procurer will specify the quantum of the Earnest Money Deposit (EMD), which shall not be less than two percent of the estimated capital cost of the WPP or any other criteria specified in the RfS, in the form of a bank guarantee / letter of undertaking to pay, to be furnished by the bidders. Forfeiture of EMD or debarment etc., as defined in these Guidelines, shall be undertaken in the event of failure of the WPP to execute the PPA within the stipulated time period.
- 8.4. 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.

9. BID SUBMISSION AND EVALUATION

- 9.1.** 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.
- 9.2.** The Procurer shall constitute committee for evaluation of the bids (Evaluation Committee), with at least three members, including at least one member with expertise in financial matters/ bid evaluation.
- 9.3.** The bidders shall be required to submit separate technical and price bids. Bidders shall also be required to furnish necessary bid-guarantee in the form of an EMD along with the bids.
- 9.4.** 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.
- 9.5.** 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.
- 9.6.** The price bid shall be rejected, if it contains any deviation from the bid conditions. No clarifications shall normally be requested from bidders at this stage.
- 9.7.** The detailed procedure for evaluation of the bid and selection of the bidder shall be provided for in the RfS.

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 documents and the last date of bid submission. The indicative timetable for the bidding process is indicated below.

Time Table for Bid Process

Sl. No.	Event	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	22 days
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 Bidders additional time in accordance with clause 7.6 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.

- 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 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 shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act, within 15 (fifteen) days of the discovery of the tariffs 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 / PAYMENT ON ORDER INSTRUMENTS / LETTERS OF UNDERTAKING

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

- 12.1. **Earnest Money Deposit (EMD)** as per Clause 8.3 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 WPG in terms of tender condition, 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 Bank Guarantee (PBG)** shall be 5% (five percent) of the Estimated Capital Cost for wind power project for the financial year in which the bids are invited or as per the upper limit stipulated by Ministry of Finance from time to time, whichever is lower. PBG shall 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 WPG in terms of tender condition arises, from Indian Renewable Energy Development Agency (IREDA)/ Power Finance Corporation Limited (PFC)/ 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 6.3 of these Guidelines. PBG (or alternatives provided thereto as per these Guidelines) shall be returned to the generator within 45 days of the SCSD the project. In case of commencement of supply of power from part capacity of the project, 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% 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) year from the SCSD, except with the prior approval of the Procurer. However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control⁴ till 1 (one) year 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) year from the SCSD can be undertaken under intimation to Procurer.

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

⁴ The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.

14. COMMENCEMENT OF SUPPLY OF POWER

14.1. The Power Purchase Agreement between the Wind 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 or equal to 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. Part Commencement of Supply of Power: Part Commencement of supply of power from the Project shall be accepted by Procurer subject to the condition that the minimum capacity for acceptance of first part shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. However, in case of inter-state project, first part for acceptance of commencement of supply of power shall be at least 50 MW. The projects can further commence supply of power in parts of at least 10 MW capacity; with last part as the balance capacity. 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.

14.4. Early Commencement of Supply of Power: The WPG shall be permitted for commencement of supply from full as well as part capacity of the Project even prior to the SCSD subject to availability of transmission connectivity and Long-Term Access (LTA). In cases of early part or full commencement of supply of power, the power shall be purchased at PPA Tariff by the Procurer(s).

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

- a. For Delay in commencement of supply of power upto 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 WPG 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

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. ROLE OF STATE NODAL AGENCIES

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

- i. Coordination among various State and Central agencies for speedy implementation of projects
- ii. Support during commencement of supply of power from the projects
- iii. Carry out the site survey and issuance of elevation certificate for attaining the No Objection Certificate (NoC) from Ministry of Defence.

17. PERFORMANCE MONITORING

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

18. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

In case it becomes imperative for the Procurer/intermediate procurer to deviate from these Guidelines and or the SBDs, the same shall be subject to approval by the Appropriate Government before the initiation of the bidding process itself. The Appropriate Government shall approve or require modification to the bid documents within a reasonable time not exceeding 60 (sixty) days.

19. DISPUTE RESOLUTION

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 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.

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, the Ministry of Power is empowered to do the same in consultation with Ministry of New and Renewable Energy.

21. ISTS CHARGES AND LOSSES

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

HEMANT KUMAR PANDEY, Chief Engineer

Government of Gujarat
Energy and Petrochemicals Department
G.R. No. REN/e-file/20/2023/0476/B1
Sachivalaya, Gandhinagar
Date: 04/10/2023

1. PREAMBLE

Government of India has pledged for transition to clean energy in power sector through nationwide targets with commitment towards Nationally Determined Contribution of 50% of cumulative electric power installed capacity from non-fossil fuel-based energy resources by the year 2030. Government of Gujarat is playing a pivotal role in this energy transition. State has successfully demonstrated its commitment towards clean energy with installed Renewable Capacity of 21.6 GW at present in which the addition of about 11 GW has taken place during last 4 years.

Taking cognizance of the generational shift occurring in electricity sector, the need for expediting efforts for de-carbonization and in an endeavor to embrace renewable energy more effusively, Government of Gujarat is notifying this Renewable Energy Policy-2023 for further encouraging setting up of renewable generation projects based on Wind, Solar and Wind-Solar Hybrid technologies. This Renewable Energy Policy-2023 is formulated for providing the simplified framework for ease of developing renewable projects in the State by attracting investments in Renewable Sector. The policy aims to facilitate substantial augmentation of Renewable Energy capacity by 2030 in line with national target of 50% of cumulative electric power installed capacity from non-fossil fuel-based energy resources by the year 2030 with investments of around Rs. 5 lakh crores by utilizing approximately 4,00,000 acres of land. Further, the State is blessed with 1600 kilometers of long coast line which has a good potential for development of offshore wind energy. The offshore wind energy being clean and more reliable energy source will help to reduce carbon footprint and build a clean environment. State is taking necessary steps to harness full potential of offshore wind.

With proven technologies, Wind & Solar projects have already achieved economies of scale. The focus of Government of Gujarat is to now leverage the State's potential of 36 GW of solar capacity and 143 GW wind capacity for augmenting renewable capacity. Simultaneously, the objective is also to encourage better resource utilization for

enabling cost effective and reliable power supply to consumers through large scale adoption of renewable energy and to ensure a smooth transition to clean energy regime by deriving synergistic value streams through wind-solar hybrid projects. The policy is aimed to ensure energy security and support economic development of the State which will not only negate State's carbon footprints but also contribute to the society through supply of renewable power to consumers in other States.

2. VISION

- To tap the renewable energy potential of State in a maximum possible manner.
- To attract participation from Industries, MSMEs, Organizations, and Consumers etc. for augmenting clean energy sources in the State.
- To achieve the State's Sustainable Development Goals by rapid transition to clean energy sources.
- To make available quality, reliable and cost competitive renewable power to consumers with conducive policy framework.
- To achieve 50% of cumulative electric power installed capacity from non-fossil fuel-based energy resources by the year 2030.

3. OBJECTIVE

The objectives of "Gujarat Renewable Energy Policy—2023" are as below:

- a) To tap the RE potential available in the state
- b) Increase the share of RE and ensure energy security to reduce dependency on fossil fuels.
- c) To supply day time power to Agricultural Consumers.
- d) To reduce the carbon footprint and hedging the energy cost
- e) Promote decentralized RE generation
- f) Promote investment, employment & skill enhancement and local manufacturing, Start-Ups, etc. in the RE sector;
- g) Encourage research and development and deployment of innovative technologies, pilot projects, etc. in the RE sector;
- h) Promote energy efficiency by creating energy awareness

4. Title

This policy shall be known as the "Gujarat Renewable Energy Policy—2023".

5. Abbreviations and definitions

1. "ABT" means Availability Based Tariff
2. "ACT" means Electricity Act, 2003, including amendment thereto
3. "ALDC" means Area Load Dispatch Centre
4. "ALMM" means List of Approved Models and Manufacturers of Solar Photovoltaic Modules
5. "APPC" means Average Pooled Power Purchase Cost
6. "Captive Generating Plant" means Generating plants meeting the qualification criteria as specified in the Electricity Rules, 2005 as amended from time to time.
7. "CEA" means Central Electricity Authority
8. "CERC" means Central Electricity Regulatory Commission
9. "CTU" means Central Transmission Utility
10. "CUF" means Capacity Utilization Factor
11. "Project Developer / RE Project Developer" shall mean an entity that makes investment for setting up solar or wind or wind-solar hybrid power project for the purpose of generation of electricity. Provided further that in case of wind Power Projects and also Wind-Solar Hybrid Power Projects wherein the development of project is being undertaken by an entity with requisite infrastructure in terms of land, internal roads, pooling sub-station, dedicated transmission line upto grid sub-station etc. and thereafter the project is transferred by such entity to another entity(ies), the RE project developer in such cases for the period upto transfer of project, shall mean the transferor entity and after the transfer of project shall mean the transferee entity who owns and operates the project for end use of energy generated from such project or part(s) thereof. Commissioning of projects connected with the State Grid will be undertaken on execution of Wheeling Agreement / Power Purchase Agreement with DISCOM or consumer(s)."
12. "DISCOM" means Distribution Company
13. "DPR" means Detailed Project Report
14. "EPD" means Energy & Petrochemicals Department – Government of Gujarat.
15. "EV" means Electric Vehicle
16. "GEDA" means Gujarat Energy Development Agency
17. "GERC" means Gujarat Electricity Regulatory Commission
18. "GETCO" means Gujarat Energy Transmission Corporation
19. "GoG" means Government of Gujarat
20. "GPCL" means Gujarat Power Corporation Limited
21. "Gross metering" is a mechanism in which the entire energy generated by the solar rooftop system is exported to the DISCOMs at the rate specified in the agreement to be executed with DISCOMs.

22. "GUVNL" means Gujarat Urja Vikas Nigam Limited
23. "GW" means Giga-Watt
24. "Hybrid Type-A Projects:" means conversion of existing or under-construction wind or solar power plants into hybrid projects by addition of solar or wind capacity, as the case may be.
25. "Hybrid Type-B Projects" means new wind-solar hybrid power generation projects that are not registered with GEDA or for which evacuation permission has not been granted by GETCO/ STU until the date of issuance of this policy.
26. "kVA" means Kilo-Volt-Amp
27. "kW" means Kilo-Watt
28. "MNRE" means Ministry of New and Renewable Energy, Government of India
29. "MoEF" means Ministry of Environment, Forest and Climate Change, Government of India
30. "MoP" means Ministry of Power, Government of India
31. "MVA" means Mega-Volt-Amp
32. "MW" means Mega-Watt
33. "Net Import" means net energy consumed from DISCOMs by the consumer after giving set off of the Rooftop RE generation against consumption recorded in the consumer meter during the settlement period.
34. "NIWE" means National Institute of Wind Energy
35. "Obligated Entities" means entities obligated to fulfill the Renewable Power Purchase Obligation (RPO) as prescribed by GERC
36. "PPA" means Power Purchase Agreement
37. "PPP" means Public Private Partnership
38. "RE Attributes" means Environmental Attributes of the renewable energy used for meeting RPO by the obligated entity or for the generation of REC.
39. "RE Project" for the purpose of this policy, the Renewable Energy Projects shall include solar project or wind project or wind-solar hybrid projects.
40. "Reactive charges" means the charges as determined by GERC from time to time for drawl of reactive power.
41. "REC mechanism" means Renewable Energy Certificate mechanism specified by CERC and amended from time to time.
42. "RFP" means Request for Proposal
43. "RLMM" means Revised List of Models and Manufacturers of wind turbines
44. "Royalty" means the charges determined by respective authority for utilization of water bodies for setting up floating solar project
45. "RPO" means Renewable Purchase Obligation
46. "RTU" means Remote Terminal Unit
47. "Settlement Period" means in respect of consumer opting for banking facility, the

period in which RE generation is to be Net-off against consumer's consumption which shall be on billing cycle basis. In respect of consumers not opting for banking facility and consumption from projects registered under the REC mechanism, the settlement period shall be 15 on minute time block basis.

48. "SLDC" means State Load Dispatch Centre
49. "SNA" means State Nodal Agency
50. "SOP" means Standard Operating Procedure
51. "STU" means State Transmission Utility

6. Operative Period

This policy will come into effect from the date of notification and shall remain in operation up to 30-Sept-2028 or till notification of the new policy, whichever is earlier.

The 'Gujarat Solar Power Policy 2021' notified vide G.R. dated December 29, 2020, 'Gujarat Wind Power Policy 2016' notified vide G.R. dated August 02, 2016, and 'Gujarat Wind Solar Hybrid Power Policy 2018' notified vide G.R. dated June 20, 2018 and their subsequent amendments shall stand superseded.

Renewable Energy Projects that are installed and commissioned during the operative period will be eligible for the benefits and incentives outlined in this policy. Further, the projects commissioned after 19th June-2023 under Wind Solar Hybrid Policy-2018 and before the issuance of this Policy shall be eligible for the benefits under this Policy. These benefits will be applicable for a period of 25 years from the date of commissioning or the lifespan of the RE project, as defined by GERC/MoP/MNRE, whichever is earlier.

7. Policy Scope

All ground mounted solar, roof top solar, floating solar, canal top solar, wind, rooftop wind and wind-solar hybrid projects shall be covered under this policy. The provisions of this policy shall not be applicable to RE projects set up for the purpose of supply of power to the units producing Green Hydrogen and Green Ammonia which will be covered under a separate policy for Green Hydrogen / Green Ammonia sector to be notified by Government of Gujarat.

8. Eligibility

8.1 Any individual, company, body corporate, association, or body of individuals,

whether incorporated or not, or artificial juridical person, will be eligible for setting up the RE projects under the policy.

- 8.2 The RE projects can be set up under this policy for captive use and / or for selling electricity to any other third party whether registered under the REC mechanism or not, or selling electricity to distribution licensees, subject to the provisions of this Policy and in accordance with the provisions of the Electricity Act 2003, as amended from time to time.
- 8.3 There shall be no capacity restriction for setting up of RE projects for captive use or for selling electricity to third party consumer with respect to the consumer's contracted demand/ sanctioned load (kW/kVA/MVA) with DISCOMs. The AC capacity of the RE project shall be considered as the project installed capacity.

9. Solar

9.1 Ground Mount solar:

- 9.1.1 Solar projects can be setup in a solar park, or outside the solar park, on government revenue land, or on private land. Government land or land available with the State Nodal Agency shall be made available to the RE developers as per Clause No. 28 of this Policy.
- 9.1.2 The Distribution Licensees may procure from solar power projects in accordance with the Clause No. 16 of this Policy.
- 9.1.3 Wheeling of power for captive use or third party sale shall be allowed on payment of charges as per Clause No.15 and energy settlement will be as per Clause No. 14 of this policy.

9.2 Rooftop Solar:

- 9.2.1 Solar projects can be installed by consumers on rooftops or within premises under a net metering arrangement or under a gross metering arrangement, as per applicable GERC regulation from time to time. Incentives under existing central / state government schemes, as the case may be, can be availed by consumers as per the provisions of the respective scheme.
- 9.2.2 For projects set up under gross metering arrangement and selling power to



Distribution Licensees, the applicable tariff will be equal to the simple average of the tariff discovered and contracted under the competitive bidding process conducted by GUVNL in the preceding 6 months, i.e., either April to September or October to March, as the case may be, plus 20 paisa /unit, which shall be applicable for signing of PPAs in the subsequent 6-month period and such tariff shall remain fixed for the 25 year term of the PPA.

9.3 Floating/canal-based solar:

- 9.3.1 The state has several water reservoirs and canals that can be utilized for setting up floating/canal- based solar projects. Such projects avoid the requirement for land and also reduce evaporation in water bodies.
- 9.3.2 Floating or canal-based solar projects are to be implemented in consultation with Narmada, Water Resources, Water Supply, Kalpsar Department, or such other government authority having control over canals, rivers, streams, etc. Such a Government Authority shall identify potential suitable sites or locations for setting up the project.
- 9.3.3 The Distribution Licensees may procure power from floating or canal-based solar projects in accordance with Clause No. 16. For floating or canal based projects, where the Distribution Licensees are purchasing power, the Distribution Licensees shall pay amount equivalent to the concessional rate for government waste land as royalty to the Irrigation Dept., Narmada Water Resources, Water Supply, Kalpsar Dept., or any such authority for the utilization of water bodies, as the case may be. In the case of floating solar project set up for captive use or third-party sale, the royalty shall be paid by the procurer as decided by the respective authority.

10. Wind

- 10.1 Wind projects can be setup in a wind park or outside the wind park, on government revenue land, or on private land. Government land or land available with the State Nodal Agency shall be made available to the RE developers as per Clause No. 28 of this Policy.
- 10.2 Small scale Wind projects can be installed by consumers on rooftops or within premises under a net metering arrangement to offset their own consumption or under a gross metering arrangement and sell the entire generation to

DISCOM, as per the applicable regulations of GERC. The RE developer may avail incentives / benefits under the Central or State Government Scheme, as available.

- 10.3 The Distribution Licensees may procure from wind power projects in accordance with the Clause No. 16 of this Policy.
- 10.4 Wheeling of energy for captive use or third party sale shall be allowed on payment of the transmission and wheeling charges as per Clause No. 15. The settlement of wheeled energy will be as per Clause No. 14 of this policy.

11. Wind-Solar Hybrid

- 11.1 Solar and wind energy generations being complementary to each other, 'hybridization' of two technologies would help in minimizing the variability apart from optimally utilizing available infrastructure, including land and transmission systems.
- 11.2 Capacity of one resource (solar or wind) in the hybrid projects shall be as per the National Wind-solar Hybrid Policy notified by MNRE vide letter no. F. No. 238/78/2017-Wind dated 14th May 2018 for Wind Solar Hybrid Projects and its amendment from time to time.
- 11.3 For the purpose of simplicity, wind-solar hybrid power generation plants are divided into two categories:
- 11.3.1. **Type-A Projects:** This category includes the conversion of existing or under-construction standalone wind or solar power plants into hybrid projects. Wind or solar capacity under construction shall be considered based on the registration certificate issued by GEDA or evacuation permission granted by GETCO / STU to the solar or wind RE developers as the case may be, before the issuance of this policy. The installed wind or solar capacity shall be considered based capacity of power purchase agreement (PPA) or wheeling agreement.

Only AC integration shall be permitted. The integration of wind and solar components of a wind-solar hybrid project shall be allowed at the plant end or at the pooling / sending station depending upon the feasibility issued by DISCOM / GETCO in accordance with the connectivity regulations of GERC / CERC, Safety regulations issued by CEA and all other applicable regulations /

standards / code. Provided further that a separate set of main and back up ABT Compliant metering systems for the purpose of apportioning of energy shall be installed at the generating terminal / turbine output of each WTG with necessary communication facility to the GEDA / GETCO System and the energy accounting shall be undertaken accordingly. Further suitable control equipment shall be deployed for controlling the power output of the hybrid project.

11.3.2. Hybridization of Type A projects: Existing wind power or solar power RE Developers willing to install solar PV plants or wind turbine generators, respectively, at the existing location to avail benefits under this policy shall be allowed to do so with the following conditions:

- a) The total power injection (combined wind and solar) into the grid after hybridization shall not be more than the transmission capacity or grid connectivity allowed or sanctioned by GETCO / STU for this purpose. In the event that addition or augmentation of the existing evacuation system is required as per the system study undertaken by GETCO / STU due to the addition of wind or solar capacity, RE developers shall undertake such addition or augmentation in the system up to the receiving end sub-station of GETCO / STU at their own cost. However, the primary focus of this policy is to optimize the utilization of existing transmission infrastructure, technologies and design approaches towards minimum augmentation are encouraged.
- b) The solar and wind power generated from the hybrid project shall be measured separately at the pooling/sending-end sub-station and energy injection at the receiving end sub-station of GETCO / STU shall be worked out on an apportioned basis as per the common meter reading at the receiving end sub-station up to the receiving end sub-station of GETCO/ STU.
- c) The RE developers shall approach GETCO/ STU to determine the transmission capacity available to evacuate the additional wind or solar power or any augmentation that may be required. GETCO / STU shall provide the relevant data with regards to the transmission capacity utilization on its existing network.

11.3.3. Type-B Projects: This includes new wind-solar hybrid power generation

projects that are not registered with GEDA or for which evacuation permission has not been granted by GETCO/ STU until the date of issuance of this policy.

Further, in the absence of a common RPO and tariff, only AC integration will be allowed. The integration of wind and solar components of a wind-solar hybrid project shall be allowed at the plant end or at the pooling / sending station depending upon the feasibility issued by DISCOM / GETCO in accordance with the connectivity regulations of GERC / CERC, Safety regulations issued by CEA and all other applicable regulations / standards / code. Provided further that a separate set of main and back up ABT Compliant metering systems for the purpose of apportioning of energy shall be installed at the generating terminal / turbine output of each WTG with necessary communication facility to the GEDA / GETCO System and the energy accounting shall be undertaken accordingly. Further suitable control equipment shall be deployed for controlling the power output of the hybrid project.

DC integration shall be contingent on the availability of DC metering standards, which may evolve over time.

Under all circumstances, the RE developer shall lay a dedicated line for the evacuation of power from the pooling/sending-end sub-station of the hybrid project to the receiving-end sub-station of GETCO / STU as per the system study undertaken by GETCO/ STU. Energy injection from wind and solar capacity at the receiving end of the GETCO / STU sub-station shall be worked out separately on the basis of the meter reading of the common meter installed at the receiving end of the sub-station and appropriately apportioned as per the respective meter readings of the wind and solar meters.

- 11.4 Wheeling of energy for captive use or for third party sale shall be allowed on payment of charges as per Clause No.15 and energy settlement will be as per Clause No. 14 of this policy.
- 11.5 The Distribution Licensees may procure from wind-solar hybrid power projects in accordance with the Clause No. 16 of this Policy.

12. Renewable Energy Parks

- 12.1 In order to minimize the cost of common infrastructure and optimize the evacuation infrastructure along with fulfilling the objectives of this Policy, it is

also desirable to promote the development of RE parks, which include solar parks, wind parks, and hybrid parks (i.e., solar-wind).

- 12.2 **Park Size:** The minimum capacity of RE park shall be 50 MW, and the maximum park capacity shall be in accordance with the guidelines or schemes of MNRE as issued from time to time.
- 12.3 The Government of Gujarat may designate the Renewable Energy Park developer on a nomination basis, which may be Gujarat Power Corporation Limited or any other state government agency. The Guidelines issued by Central Government from time to time for development of Solar Parks shall be applicable to all Park Developers.

13. Projects under REC mechanism

- 13.1 RE projects may be setup under the REC mechanism for captive use / third party sale in accordance with the CERC regulations as amended from time to time.
- 13.2 Wheeling of power under REC mechanism shall be allowed on payment of charges as per Clause No. 15 and energy settlement will be as per Clause No: 14 of this policy.

14. Energy Settlement and Banking

- 14.1 Energy accounting and banking for all renewable energy projects, including rooftop projects, shall be as per the regulations framed by GERC from time to time in accordance with the Green Energy Open Access Rules 2022 notified by the Ministry of Power, Govt of India. In case of the consumers availing energy banking facility, the settlement of renewable energy against consumer's consumption shall be carried out on billing cycle basis upon payment of applicable banking charges as determined by GERC from time to time. No banking charges shall be applicable on solar power consumed by Residential consumers.
- 14.2 In case the consumer is not availing energy banking facility and consumption is from RE projects registered under REC mechanism, the energy settlement shall be carried out on 15 minute time block basis and no banking charges will be applicable.

- 14.3 Energy banking facility on billing cycle basis shall be allowed upon payment of applicable banking charges, which shall be determined by GERC from time to time in a cost reflective manner taking in to account the cost implications for DISCOMs in providing the banking facility. Banking facility will be allowed to the extent of capacity to absorb RE power in the state's grid and RE Project will not have any right to claim any compensation from utilities. However the SLDC / Distribution companies / Transmission companies will make efforts for enhancing the load management capacity by upgrading / modernization of their infrastructure. The banking charges shall be determined on monthly/quarterly basis as per the details / information of the previous month/quarter.
- 14.4 MoP, GoI guidelines related to energy storage obligations as amended from time to time will be applicable to the captive and third party consumers.
- 14.5 For net import of power from DISCOMs i.e. energy consumption after providing set off of renewable energy, DISCOM will charge the tariff applicable to respective category of the consumer which shall include fixed or demand charges, energy charges, peak hour charges, other charges or penalties, etc. as applicable to other consumers.
- 14.6 Power generated from the RE project shall be utilized within applicable energy settlement period. Any energy that remains unutilized at the end of settlement period shall be treated as inadvertent flow and no payment shall be made by the DISCOM for such energy.
- 14.7 Peak hour charges as per the GERC tariff schedule shall be levied on the entire peak hours energy consumption as recorded in the consumer meter i.e. including banked energy.

15. Grid Charges

- 15.1 For utilization of State transmission / distribution network for wheeling of power from RE projects located within the state or from outside the state to consumer end, transmission and wheeling charges and losses as determined by GERC shall be levied as applicable to normal open access consumer depending on the location of the RE plant and the point of consumption.
- 15.2 For utilization of State transmission network for transmission of power from RE generation plant to consumption end, the open access /sanction / allocation of transmission capacity shall be secured by RE generator or consumer for the

quantum of power (MW) to be transferred by making requisite application before State Transmission Utility in accordance with the extant regulations / procedures.

- 15.3 In case of Hybrid projects set up for Captive use or third party sale, the RE Developer/consumer shall be required to seek sanction / allocation of transmission capacity at least for the installed capacity of the wind or solar capacity, whichever is higher. The transmission losses shall be applicable on energy feed-in basis as applicable to any other wind or solar project. However RE developer / consumer may seek higher sanction / allocation of transmission capacity if required.
- 15.4 In case, the Solar and Wind capacity of wind-solar hybrid project is not connected at single location, the required sanction / allocation of transmission capacity shall be equivalent to total installed capacity of wind and solar at both the locations and transmission charges shall be levied accordingly.
- 15.5 Injection of RE power in excess of sanctioned / allocated transmission capacity in 15 minutes time block shall be considered as inadvertent flow of power and no payment / set off will be given by GETCO/ Distribution Licensees.
- 15.6 The Pricing for drawl of Reactive Power shall be as decided by GERC in the GETCO / STU Tariff Orders from time to time.
- 15.7 Wheeling of energy for Captive use /Third party sale at more than one location from one project shall be allowed upon payment of 5 paise per unit of energy fed in the grid as measured at receiving end sub- station of GETCO/STU to the concerned DISCOM in whose area power is consumed in addition to above mentioned transmission charges and losses, as applicable.
- 15.8 Cross-subsidy surcharge and additional surcharge shall not be applicable for consumption from RE projects fulfilling the criteria of captive power projects as per Electricity Rules 2005. The RE projects not fulfilling the criteria of captive power projects shall be considered as third party sale projects and Cross-subsidy surcharge and Additional surcharge shall be levied as determined by GERC from time to time for consumption from third party RE projects.
- 15.9 If the RE projects are setup for captive use or third-party sale and if they are not utilizing the RE attribute of the project for meeting their own RPO or are not

registered under the REC mechanism, the RE attribute of such projects shall be accounted for in DISCOM's RPO.

16. Purchase of power by DISCOMs

For RE projects covered under competitive bidding process as per MNRE Guidelines:

16.1 DISCOM may purchase power from RE projects from time to time to economize overall power purchase costs for the benefit of consumers by following the competitive bidding process in accordance with the guidelines notified by the Government of India from time to time under Section 63 of the Electricity Act. The terms and conditions for the supply of power shall be governed by the provisions of respective Power Purchase Agreement signed between the RE project and DISCOM.

16.2 In the case of Type-A hybrid projects, the purchase of power from existing wind or solar capacity as the case may be, shall be in accordance with the respective PPAs with DISCOMs, and purchase of power from additional or new wind or solar capacity shall be at the tariff discovered through competitive bidding undertaken by DISCOMs separately for purchase of wind and / or solar power.

16.3 For RE Projects exempted from competitive bidding process as per MNRE guidelines:

16.3.1 Purchase from Solar Power Projects:

DISCOMs may procure power from distributed solar projects up to 4 MW capacity at a pre-fixed levelized tariff as per the mechanism decided by GERC i.e. simple average of tariffs discovered and contracted under the competitive bidding process conducted by GUVNL for solar projects in the preceding 6-month period, i.e., either April to September or October to March, as the case may be, plus 20 paisa/unit, which shall be applicable for the signing of PPAs in subsequent 6-month period and such tariff shall remain fixed for the 25 year term of the PPA.

Further, in case generic tariff is determined by GERC for solar project and such tariff is lower than tariff as stated in above para, lower tariff will be applicable for purchase of solar power from such project and the same shall be fixed for entire term of PPA.

16.3.2 Purchase from wind power projects:

DISCOMs may procure power from small size wind power projects up to 10 MW capacity at a pre-fixed levelized tariff equal to the simple average of tariff discovered and contracted under the competitive bidding process conducted by GUVNL for wind projects in the preceding 6-month period, i.e., either April to September or October to March, as the case may be, which shall be applicable for the signing of PPAs in subsequent 6-month period and such tariff shall remain fixed for the 25 year term of the PPA.

Further, in case generic tariff is determined by GERC for wind project and such tariff is lower than tariff as stated in above para, lower tariff will be applicable for purchase of wind power from such project and the same shall be fixed for entire term of PPA.

16.3.3 For projects covered under Clause No. 16.3.1 and 16.3.2, if the tariff is not available for preceding 6- month period, then available tariff of latest 6-month tariff shall be considered.

16.3.4 Purchase of power from the RE project setup under the specific scheme / guideline of State or Central Government, as the case may be, will be governed as per the terms and conditions of respective scheme / guidelines. Further, the tariff for such projects shall be as approved by GERC.

17. Security Deposit

17.1 In case of purchase of power by DISCOM under Power Purchase Agreement, the RE developer shall be required to provide Bank Guarantee towards Security Deposit as per the terms and conditions of the respective bid documents, government schemes, or MNRE guidelines, as the case may be.

17.2 In the case of purchase of power by DISCOM from RE projects not falling under Clause No. 17.1 above, the RE developers shall be required to provide Bank Guarantee towards Security Deposit @ Rs. 5 lakh per MW at the time of signing the PPA with DISCOM.

17.3 The Bank Guarantee towards Security Deposit shall be refunded if the RE project achieve commercial operation within the time period mentioned in the

power purchase agreement. In case the RE project fails to achieve commercial operation as agreed in the power purchase agreement, the Bank Guarantee shall be forfeited and consequences as per the respective PPA shall be applicable.

- 17.4 In cases where RE projects are set up for captive use or third-party sale, the project developer shall submit Bank Guarantee towards security deposit in accordance with the connectivity procedure approved by GERC to STU / DISCOM, as the case may be, for ensuring timely completion of the evacuation facility for RE project. In case the RE developer fails to commission the entire evacuation line along with bays and the metering system within the time period mentioned hereunder, STU or DISCOM, as the case may be, shall encash the bank guarantee.

RE Capacity(MW)	Period of Commissioning of the entire Evacuation line along with bays and metering system
1MW to 100MW	12 months from date of allotment of transmission capacity
> 100MW to 200MW	15 months from date of allotment of transmission capacity
> 200MW to 400MW	18 months from date of allotment of transmission capacity
>400MW to 1000MW	24 months from date of allotment of transmission capacity
>1000 MW	30 months from date of allotment of transmission capacity

- 17.5 The RE Developer shall commission the project for at least 10% of the allotted capacity within one month of charging the evacuation line or as per timeframe stipulated in clause 17.4 here above, whichever is earlier, failing which, the RE Developer shall be liable to pay long-term transmission charges for 10% of the allotted capacity until such 10% of the allotted capacity is commissioned. Balance 90% capacity shall require to be commissioned within one year of charging of evacuation line or as per timeframe stipulated in clause 17.4 here above, whichever is earlier, failing which STU shall cancel the capacity allotment to the extent of capacity not commissioned and the RE developer shall have no claim on such capacity and pay relinquishment charges as determined by GERC. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website for prospective consumers.

- 17.6 Clause No. 17.5 shall not be applicable to RE developers who are awarded projects through a competitive bidding process.

18. Electricity Duty

Electricity Duty shall be governed in accordance with the provisions of the Gujarat Electricity Duty Act 1958 and its amendments from time to time.

19. Greening of supply chain

To enable consumers to voluntarily shift towards renewable energy, DISCOM shall supply 100% renewable energy upon requisition for RE power made by such consumers at a Green Power Supply Tariff, as determined by GERC from time to time.

20. Grid connectivity and evacuation facilities

20.1 Grid stability and security are of prime importance. Since the infirm nature of renewable energy may endanger grid security, adequate protection measures are necessary.

20.2 Grid integration shall be in accordance with the Central Electricity Authority's (Technical Standards for Connectivity to the Grid) Regulations, 2019 and amendments thereto from time to time.

20.3 Interconnection voltages shall be governed as per Gujarat Electricity Grid Code and GERC's applicable Regulations, as amended from time to time. Interconnection voltages with Grid:

Project Capacity(C)	Interconnection Specification
1kW<C<6kW	230V,1 Phase
6kW<C<100kW	400V,3 Phase
100kW<C<4MW	11kV,3 Phase
C>4MW	66/132/220/400kV,3 Phase

20.4 Evacuation facility within RE Park (solar / wind /Wind-solar hybrid projects)

20.4.1 The developer of RE Park shall establish a dedicated line for evacuation of power up to the STU or CTU sub-station and install RTUs, etc. at their own cost.

(i) RE projects / RE park connected with STU / DISCOM network:

Such RE project or RE park developer shall lay a dedicated line for evacuation of power up to sub-stations of STU as per the system study undertaken by STU or DISCOM where injection of power into the state grid is feasible. From there

onwards, STU / DISCOM shall ensure transmission / distribution system and connectivity as the case may be for wheeling of power.

The connectivity shall be granted to RE project developers by STU in accordance with the connectivity procedure approved by GERC as amended from time to time, from a published list of sub-stations where spare capacity for connectivity is available. The list of sub-stations where spare capacity is available shall be updated by STU at a regular time intervals.

(ii) RE project developer/RE park developer connected with CTU network:

Such RE projects or RE park developers shall lay dedicated lines for evacuation of power up to the CTU substation or CTU interface, as per the system study undertaken by CTU. From there onwards, CTU may ensure a transmission system and connectivity with the inter-state network wherever power is to be exported out of the state.

- 20.5 Evacuation facility for outside RE Park (solar / wind / hybrid) and connected with STU / DISCOM grid: To optimize costs and resources, common dedicated transmission line shall be encouraged for clusters of adjoining RE projects with appropriate metering at their respective ends of the project, as well as a common meter at the receiving end at the STU substation. Energy injection from each RE project at the receiving end shall be worked out by SLDC/ALDC on the basis of the meter reading of the common meter and appropriately apportioned as per the sending end meter reading of individual RE project.
- 20.6 The start-up, stand-by and auxiliary power requirement from the grid shall be governed by relevant GERC regulations and orders as applicable from time to time.
- 20.7 For projects connected with STU / DISCOM network, the connectivity charges shall be paid to STU / DISCOM in accordance with the provisions of respective scheme and GERC Regulations.

21. Metering

- 21.1 Consumers and DISCOMs shall comply with the provisions of applicable regulations, standards, and codes notified by various authorities, such as GERC and CEA, on aspects like metering, connectivity, and safety.
- 21.2 The metering point and interconnection point shall be the point of connection

at the CTU/ STU substation / DISCOM network, as the case may be, where connectivity is granted by CTU / STU/ DISCOM for injection of power from RE project.

- 21.3 Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2014 and amendments thereto, as stipulated by CTU / STU / DISCOM, as the case may be.
- 21.4 The RE developers shall also have to install Remote Terminal Unit (RTU) and communication system at the RE project for transferring the real time data to concerned Load Dispatch Centre for monitoring purpose.
- 21.5 For the purpose of energy accounting, the ABT compliant meter, check meter and standby meter shall be installed at the metering point, as per the provisions of applicable order / regulations / codes from time to time. Further, for the purpose of energy accounting, each renewable energy project shall have to install ABT compliant meters.

22. ISTS connected renewable energy projects

ISTS-connected renewable energy projects shall be governed in accordance with the applicable regulations, orders and guidelines as notified by the Central Government and/or CERC from time to time.

23. Forecasting and scheduling

- 23.1 Forecasting and scheduling of renewable energy projects shall be governed by GERC regulations and orders as issued from time to time.
- 23.2 Interstate projects shall be governed by CERC regulations, as applicable.

24. Operation and maintenance

The operation and maintenance of a dedicated evacuation line shall be carried out at the cost of the RE projects as per applicable technical standards and best practices.

25. Facilitation for implementation of policy

- 25.1 GUVNL shall be the implementing, facilitating, coordinating and monitoring agency

for this Policy.

- 25.2 GEDA shall act as the State Nodal Agency (SNA) for the following functions:
- a. Registration of Projects
 - b. Accreditation and recommending Renewable Energy Projects for registering with the Central Agency under REC mechanism
 - c. Certifying the commissioning of Renewable Energy Projects
 - d. Submit a monthly progress report of the activities mentioned above to the GUVNL/EPD.
 - e. Any other functions assigned.
- 25.3 The modalities, procedures, terms, and conditions, etc. for the registration of projects shall be formulated by the SNA. The SNA shall facilitate the RE Developers by developing a 'Single Window Web- System' for RE project. The RE Developers shall be required to upload the requisite documents on this web-portal. The registration completion and approval thereof shall be issued automatically through online- mode and made available on the web-portal itself. To enable a faster registration process, smooth functioning and adequate assistance to the RE Developers, the SNA shall prescribe Standard Operating Procedure (SOP) or guidelines and web-portal service helpdesk, etc. The single window web-system shall be integrated with all the functionalities such as registration, approval, allocation of the renewable energy projects etc.
- 25.4 The SNA shall take quarterly progress reports of RE projects from project developer. The SNA shall review and monitor the project progress, address queries and problems of RE developers, provide necessary guidance and clarifications, conduct inspections (if required), etc., and thereby endeavor to assist the RE Developers in fast-tracking the implementation of projects.
- 25.5 The State Transmission Utility (GETCO) shall facilitate the RE Developers by making public disclosure of RE integration capacity available district-wise / substation-wise on its website and updating it regularly to enable the RE Developers identify potential sites. The connectivity with the STU network shall be governed as per the connectivity procedures approved by GERC, as amended from time to time.
- 25.6 A committee under the chairmanship of the Principal Secretary (Energy & Petrochemicals Dept. – Government of Gujarat) shall facilitate the resolution of policy-level issues, grievances, and concerns (if any) of projects, removing difficulties, etc. under this Policy, to ensure smooth implementation of the Policy.

26. Plant and machinery

- 26.1 Only new plant and machinery shall be eligible for installation under this Policy.
- 26.2 Solar PV modules and wind turbines that are approved by the Ministry of New and Renewable Energy, Government of India, under RLMM or ALMM, as applicable, shall be eligible. The guideline of Ministry of New and Renewable Energy, Government of India and its amendment from time to time for the same shall be applicable.
- 26.3 The solar PV cells and modules shall be compliant with the BIS standards.

27. Prototype Projects

- 27.1 Considering the benefits of technological advancements in wind turbines in respect of higher hub heights, higher capacity etc., the policy aims to facilitate WTG manufacturers and RE developers to install prototype WTGs.
- 27.2 Installation of prototype WTGs shall be permissible to carry out type-testing for a type-certificate from internationally accredited certifying agencies in accordance with the guidelines and procedures for installation of prototype wind turbine models notified by MNRE from time to time. Registration will be done by SNA. SNA shall issue commissioning certificate or grid synchronization report as per the applicable guidelines and procedures as notified by MNRE, NIWE, or any other such authority from time to time.
- 27.3 The prototype WTGs shall have to ensure due compliance and adherence to applicable guidelines, procedures, orders and regulations as notified by MNRE, NIWE, CEA, GERC, or any other authority from time to time.
- 27.4 The components or items procured or imported for the manufacturing of prototype WTGs shall have to be new and unused. Second-hand components and machines shall not be allowed. The components or items procured or imported for the manufacturing of prototype WTGs shall be eligible for customs and excise duty exemption as per the notifications of the Customs and Excise Departments from time to time.
- 27.5 The prototype WTGs shall be owned by the concerned wind turbine manufacturer and shall not be sold to any party until the model is included in

the Revised List of Models and Manufacturers of Wind Turbines (RLMM).

- 27.6 Energy generated from such prototype WTGs shall be considered as inadvertent energy until the RE developer executes a commercial arrangement for the said prototype WTG after the model gets listed in RLMM.

28. Land

- 28.1 The RE project may be setup on private land, or government waste land allotted by the Revenue Department / state nodal agency. Revenue department will allocate government waste Land for development of RE projects in consultation with the Energy and Petrochemicals department GoG.
- 28.2 State Government may allocate government waste land at concessional rates to RE projects supplying power to the distribution licensee for the consumers of Gujarat.
- 28.3 The allocation of government waste land for wind / wind and solar hybrid projects shall be made based on optimum utilization of the entire land parcel.

29. Repowering of wind projects

- 29.1 With an objective to re-energize the old, small-sized and inefficient wind turbines and replace with bigger and more efficient wind turbines with better technology (improved rotor diameters, larger blades, taller towers and pole lengths, increased hub heights, etc.) so as to optimally utilize the existing land and infrastructure, the repowering of wind turbine generators shall have to be done by the RE developers on or before the completion of 25 years from the date of commissioning of the project or extended term of the agreement.
- 29.2 The repowering of wind turbine generators shall have to be done by the RE developers within six months from the date of issuance of this policy whose wind turbine generators have either completed the 25 years or about to complete the 25 years from the date of commissioning of the project. The developer whose agreements with GETCO and DISCOM are either extended or expired within one year from the date of issuance of this policy shall be eligible for the repowering.
- 29.3 If the Wind Project developer fails to repower its wind turbine generator at the expiry of the project's life/ term of agreement / extended terms of agreement,

as the case may be, such RE developer shall have to decommission the wind power project and surrender the connectivity, and if the WTG is set up on leased land, they shall also have to surrender their leasehold rights to Government.

29.4 The life of the repowered project shall be 25 years or the actual life of the turbines, whichever is earlier.

29.5 RE developer shall be allowed for full/ partial repowering without any ceiling limit during the operation period.

29.6 The repowering of projects shall have to be done under intimation to the beneficiary and with the prior consent of the SNA.

29.7 After completion of repowering RE Developer is required to inform SNA for certification of repowering. Date certified by SNA shall be considered as date of Repowering.

29.8 Repowering of Wind Projects selling power to DISCOM:

- i. In case Wind project is selling power to DISCOM under the PPA (under a preferential tariff, REC mechanism, or competitive bidding route), then such wind power generator shall continue to supply generation from the existing capacity prior to repowering as per the terms and conditions of the existing PPA.
- ii. The generation corresponding to the existing capacity prior to repowering shall be equivalent to the average generation during the last three years prior to the repowering of the wind project, excluding the year in which repowering was undertaken.
- iii. The additional generation capacity due to repowering may be procured by DISCOM as per Clause No. 16 of this policy, taking into account the RPO requirement and tariff discovered through the competitive bidding process, as may be decided from time to time. However, it will not be binding for the DISCOM to purchase additional power as a result of repowering of wind project and RE developer shall have option to sell power or use for self-consumption.

29.9 Repowering of Wind Projects setup under wheeling arrangement:

- i. The consumption of existing wind generation quantum shall be governed by the existing wheeling and transmission agreement.

- ii. Existing generation quantum shall be determined based on average generation in the previous 3 financial years prior to repowering, excluding the year in which repowering was undertaken. The wheeling of additional generation over and above the existing generation quantum will be governed as per the provisions of this policy.
 - iii. The Wheeling Agreement shall have to be modified or amended to give effect of the same.
 - iv. If the incremental capacity post-repowering is offered to concerned DISCOM, the same may be procured by DISCOM in accordance with Clause No. 16 of this policy.
- 29.10 For existing wind projects completing 25 years of life from the date of CoD, the extensions in connectivity by STU and land lease extensions by GEDA shall be granted only upon repowering of the existing wind turbine generators. Additional wind capacity due to repowering will be governed by Clause No. 29.6 and 29.7, as applicable.
- 29.11 The dismantling and de-commissioning of existing RE projects, land acquisition, augmentation of the transmission system up to the GETCO / STU sub-station, renewal of leases, renewal of consents, etc. shall be at the cost, risk, and responsibility of the RE developer.
- 29.12 The wind projects undergoing repowering shall be exempted from the obligations under the existing PPA for non-availability of generation during the period of execution of such repowering, subject to a maximum period of four months. Similarly, in the case of repowering by wind power project set up under wheeling arrangement, the wind project shall be allowed to purchase power from the grid during the period of execution of repowering upon payment of tariff to concerned DISCOM as applicable to respective consumer category.
- 29.13 The 'Gujarat Repowering of Wind Projects Policy 2018' notified vide G.R. dated May 21, 2018 stand superseded.

30. Sharing of Carbon Credit benefits

- 30.1 RE projects are eligible for Carbon credits which include CERs, VERs, Gold Standards, or any other standards adopted at the national or international level for the issuance of carbon credits for renewable energy projects.



- 30.2 For all the projects installed through the competitive bidding process, carbon credits can be availed of and retained by the RE developer. Further, for the projects for which tariff is determined by GERC, the sharing of carbon credit benefits shall be as per tariff order of GERC.
- 30.3 Rooftop solar/wind projects that are implemented under the scheme of the central or state government, as the case may be, shall have to pass the benefit of carbon credits to the DISCOM.

31. Regulations

The Hon'ble Gujarat Electricity Regulatory Commission shall be guided by this policy while framing its rules, regulations, and orders.

32. Mid-term review

- 32.1 The State Government may undertake a mid-term review of this policy in view of any technological breakthrough or to remove any difficulty and/or inconsistency with the Electricity Act 2003, as amended from time to time.
- 32.2 However, the projects that have already obtained the registration shall continue to be eligible for benefits as prescribed in this policy.

33. Solar Projects registered under Gujarat Solar Policy 2021:

Solar power projects which are registered with GEDA before notification of this policy, shall have option to avail the benefits of Solar Power Policy 2021 by commissioning registered solar project within six months from the notification of this policy or to govern as per the provisions of this policy.

34. Wind Projects registered under Gujarat Wind Policy 2016:

Wind power projects which are registered with GEDA as per provisions of Gujarat Wind Policy 2016 as amended and extended from time to time, before notification of this policy, but not commissioned until effective date of this policy shall be eligible to avail the benefits under the Wind Power Policy-2016 if the registered projects are commissioned by 31/12/2023. All the projects commissioned after 31/12/2023 will be governed as per the Gujarat Renewable Energy Policy-2023.

35. Power to remove difficulties:

- 35.1 If any difficulty arises in giving effect to this policy, the state government may issue clarification or interpretation to remove such difficulties, either on its own motion or based on representations from stakeholders.
- 35.2 The Energy and Petrochemicals Department shall amend, review, relax, or interpret any of the provisions under this policy as and when required. If any difficulty arises in giving effect to any provision of this policy, the Energy and Petrochemicals Department shall issue clarifications and interpretations to such provisions of the policy as may appear to be necessary and expedient for removing the difficulties, either on its own or after hearing those parties who have represented a change in any provision.

36. Power to interpret

If there is any confusion or dispute about the meaning, intent, or purpose of any provision of this policy, the interpretations given by the Energy and Petrochemicals Department, Government of Gujarat, shall be final and binding on all concerned.

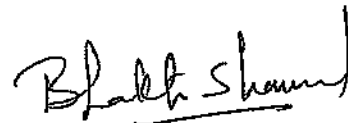
37. References

- MoP G.S.R. 418(E), Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules, 2022 Dated 6 June 2022 and its amendments
- MNRE F. No. 238/78/2017-Wind, Guidelines for Tariff Based Competitive Bidding Process for procurement of power from Grid Connected Wind Solar Hybrid Projects Dated 14 Oct 2020 and its amendments
- MoP No. 23/27/2017-R&R.—Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects Dated 3 Aug 2017 and its amendments
- MoP No. 23/54/2017-R&R, Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects Dated 8 December 2017 and its amendment
- MNRE F.No. 283/54/2018-GRID Solar – Part (1), List 1 (Manufacturers and models of solar PV modules) of ALMM order,2019 – Reg, as updated from time to time
- MNRE Wind Turbine Models included in the RLMM after the declaration of new procedure (i.e. 01 November 2018) and as updated from time to time.

Detailed guidelines for the implementation of this Policy will be issued separately by EPD.

This issues with the concurrence of the Finance Department on the Department's file of even number.

By order and in the name of the Governor of Gujarat.



(Bhakti Shamal)

Joint Secretary to Government
Energy & Petrochemicals Department

Copy FWCs to:

- 1) *The Principal Secretary to Hon. Governor of Gujarat, Raj Bhavan, Gandhinagar.
- 2) The Addl. Chief Secretary to. Hon. Chief Minister, Sachivalaya, Gandhinagar.
- 3) The P.S. to Hon. Minister (Fin. and E&P), Sachivalaya, Gandhinagar.
- 4) The Secretary, Ministry of Power, Government of India, Shram Shakti Bhavan, New Delhi.
- 5) The Secretary, Ministry of New & Renewable Energy, CGO Complex, New Delhi.
- 6) The Secretary, Central Electricity Regulatory Commission, New Delhi.
- 7) The Chairman, Central Electricity Authority, New Delhi
- 8) The Addl. Secretary to Chief Secretary, Sachivalaya, Gandhinagar.
- 9) The Addl. Chief Secretary, Finance Department, Sachivalaya, Gandhinagar
- 10) *The Secretary, GERC, Gift City, Gandhinagar.
- 11) *The Registrar, Gujarat High Court, Ahmedabad.
- 12) *The Secretary, Vigilance Commission, Gandhinagar.
- 13) The Principal Secretary, Climate Change Department, Sachivalaya, Gandhinagar.
- 14) *The Secretary, Gujarat Legislature Secretariat, Sachivalaya, Gandhinagar.
- 15) The Resident Commissioner, Gujarat State, New Delhi
- 16) The Account General, Ahmedabad/ Rajkot.
- 17) All Departments of Secretariat, Sachivalaya, Gandhinagar.
- 18) The Chairman, Power Finance Corpo. Ltd, New Delhi
- 19) The Managing Director, Gujarat Urja Vikas Nigam Ltd, Vadodara
- 20) The Managing Director, Gujarat Power Corporation Ltd, Gandhinagar.
- 21) The Director, Gujarat Energy Development Agency, Gandhinagar.
- 22) The Managing Director, Uttar Gujarat Vij Company Ltd, Mehsana.
- 23) The Managing Director, Madhya Gujarat Vij Company Ltd, Vadodara.



- 24) The Managing Director, Dakshin Gujarat Vij Company Ltd, Surat.
 - 25) The Managing Director, Paschim Gujarat Vij Company Ltd, Rajkot.
 - 26) The Managing Director, Gujarat State Electricity Corpo. Ltd, Vadodara.
 - 27) The Managing Director, Gujarat Energy Transmission Corpo. Ltd, Vadodara.
 - 28) The Chief Electrical Inspector & Collector of Electricity Duty, Gandhinagar.
 - 29) The Director, Torrent Power Ltd, Samanvay, 600, Tapovan, Ambavadi, Ahmedabad
- *By Letter.

Draft SOP for "Distributed RE Bilateral Purchase (DREBP)" by DISCOMs under the clause 16.3 of Gujarat Renewable Energy Policy-2023.

1. Standard Operating Procedure for Distributed RE Bilateral Purchase projects

The process flow chart of application received from developer till commissioning is described as **Annexure-A**.

Any eligible project developer with RE Project shall approach GUVNL for consent of "power sale to DISCOM" under "Distributed Renewable Energy Bilateral Purchase (DREBP) before applying for provisional registration in GEDA.

GUVNL will develop Portal for receipt of such applications and will issue the Lol.

The validity of such registration shall be six months from the date of registration. Registration will be carried out on first come first serve basis.

Documents required to be uploaded on DREBP Portal for the submission of application under "Power sale to DISCOM mode"

1. Company Registration Certificate (self-certified copy of MOA/ROC/ROF/AOA/COI/ Partnership Deed etc.)- not applicable for the proprietary or individual applicant.)
2. Copy of Board Resolution authorizing the signatory for the proposed project (not applicable for the proprietary Individual applicant.)
3. Copy of PAN Card

Non-refundable registration fee of Rs. 10,000/- per MW on pro-rata basis shall be paid by applicant at time of registration.

2. Eligibility

Any individual, company, body corporate, association, or body of individuals, whether incorporated or not, or artificial juridical person, will be eligible for setting up the RE projects for the power sale to DISCOM purpose under the provisions of Gujarat Renewable Energy policy 2023.

2.1 Eligibility of the Projects

New projects or projects which are in process of construction and have untied capacity which are not registered under REC.

- I. For any solar/wind projects (of same type i.e. solar/wind), single eligible developer (including group companies, associates, SPV) can interconnect maximum up to 4 MW solar project/s and less than 10 MW wind project/s at single receiving end sub-station of GETCO.

It is to clarify that solar and wind project from same land parcel terminating at same receiving end sub-station of GETCO will be eligible as individual solar/wind project and above maximum capacities will be applicable for individual solar and wind projects.

- II. Any solar/wind projects (of same type i.e. solar/wind) of single eligible developer (including group companies, associates, SPV) having interconnection at two different receiving sub-station of GETCO from same land parcel will be treated as single solar/wind project. Maximum capacities as per above (i) will be applicable for individual solar and wind projects.

2.2 Types of Projects

- **Solar Projects** of project capacity above 500 KW to 4000 KW AC having solar PV modules. (Developer will have to lay dedicated evacuation / transmission line up to receiving sub-station of GETCO)
- **Wind projects** of project capacity above 500 KW to less than 10,000 KW. (Developer will have to lay dedicated evacuation / transmission line up to receiving sub-station of GETCO)

2.3 Projects not eligible

- RE solar/wind projects who have already signed PPAs with any entity as on the date of application.
- Solar projects under Net metering arrangement.
- Solar projects not having new equipment.

3. Site & Land:

- 3.1. The developers shall acquire or possess the land on sale or lease basis from private / Government for development of RE projects. In case of lease, the lease period shall cover entire term of the PPA.

4. Grid Integration

- 4.1. The regulations and provisions of The Central Electricity Authority (CEA) (Technical Standard for connectivity to the Grid) & its amendment from time to time and Grid code & its amendment from time to time shall be binding to RE project developers.
- 4.2. Interconnection voltage with grid is as under.

Project	Project Capacity in MW	Minimum Interconnection Voltage
Solar/Wind Project	>0.5 MW to 4.0 MW	11 KV, 3-phase
Wind Project	>4.0 MW up to < 10 MW	66 KV, 3-phase

- 4.3. RE project developer will be allowed to inject power at interconnection point which shall be determined by DISCOM/GETCO based on Technical Feasibility.
- 4.4. The RE project developer shall lay dedicated line at their own cost for evacuation of power up to interconnection point. The operation and maintenance of such dedicated evacuation line shall be carried out at cost of RE project developer. All approvals, permits and clearances required for setting up of the Project (including connectivity and land registration) and those

required from State Government and local bodies shall be in the scope of the applicant RE Developer.

- 4.5. Developers shall have to pay 15% supervision charges to DISCOM/GETCO on cost of material and labour charges of such dedicated evacuation / transmission line as per estimate issued by DISCOM/GETCO.
- 4.6. Common dedicated transmission line with pooling station may be set up by adjoining developers with appropriate metering at their respective end of projects as well as common meter installed at sending end of Pooling station and interconnection point. After commissioning of such dedicated transmission infrastructure, any new developer can be connected with consent of all developers already connected to such common infrastructure.
- 4.7. Network augmentation if required shall be carried out at cost of RE project developer.

5. Metering and Energy Accounting

- 5.1. For metering, Central Electricity Authority (Installation and Operation of Meters) Regulations, 2014 as amended from time to time shall be applicable to RE projects.
- 5.2. For all the projects under DREBP, installation of ABT meters with AMR facility are mandatory. Specifications of this meters will be issued by DISCOM.
- 5.3. The RE developer shall bear all costs pertaining to installation, testing, calibration and maintenance of meters at sending and receiving side of evacuation line.
- 5.4. Solar project will install RTU as per GERC regulation as amendment from time to time.
- 5.5. Energy accounting shall be carried out on monthly basis. For solar projects, the responsibility of meter reading at project end, sending end pooling station and interconnection point will be on respective DISCOM / ALDC and for the wind projects will be on GEDA.
- 5.6. ABT complaint meter with check meter shall be installed at metering point. In case of main and check meters found defective, the energy account will be carried out at generation meter installed at project end after accounting losses.
- 5.7. The responsibility of sealing and accuracy of generation meter as per norms at project end and panel meter at receiving sub-station will be on DISCOM in presence of GETCO and developer.
- 5.8. RE projects under DREBP, shall not connect any load. Penalty will be imposed as per applicable rules and regulations for unauthorized use of energy.

6. Forecasting & Scheduling

- Forecasting & scheduling of solar and wind projects shall be governed by GERC regulations and amendment from time to time.

7. Reactive Power

- The drawl of reactive power shall be charged as per GERC regulation as amendment from time to time.

- 8. Terms & Conditions for RE Projects under “Distributed RE Bilateral Purchase.”**
- 8.1.** Respective DISCOM/GUVNL shall enter into PPA with RE developer for a period of 25 years from the date of SCSD (Scheduled Commencement of Supply Date) / Extended SCSD.
- 8.2.** Project must be commissioned with new plant & machinery as per the clause no 26.1 of Gujarat Renewable Energy policy 2023.
- 8.3.** The benefits will be applicable to eligible projects for a period of 25 years from the date of commissioning or the lifespan of the RE project, as defined by GERC/MoP/MNRE, whichever is earlier.
- 8.4.** The RE developer shall fully commission the project on or before the Scheduled Commencement of Supply Date (SCSD) which shall not be more than 12 months from date of PPA. In this regard, GEDA (State Nodal Agency) will certify successful commissioning of the Project.
- 8.5.** RE developer shall submit Performance Guarantee towards Security Deposit for a value @ Rs. 5 Lakh x Rated Installed capacity of RE project (MW)] before signing of PPA pursuant to issuance of connectivity and signing of connectivity agreement. The bank guarantee shall be refunded, if developers achieve commercial operation within time period mentioned in PPA otherwise the BG shall be forfeited in proportion to the project capacity (AC) not commissioned.
- 8.6.** In case the commissioning of the project is delayed beyond SCSD/extended SCSD, the RE developers’ Event of Default as per Article of PPA shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned up to SCSD / extended SCSD and bank guarantee proportionate to the balanced capacity not commissioned shall be encashed.
- 8.7.** The tariff payable to selected RE project will be firmed for term of PPA period. The tariff will be as below.
As per provisions of clause no.16.3.1 of Gujarat RE Policy -2023 for the Solar RE Projects

“DISCOMs may procure power from distributed solar projects up to 4 MW capacity at a pre-fixed levelized tariff as per the mechanism decided by GERC i.e. simple average of tariffs discovered and contracted under the competitive bidding process conducted by GUVNL for non-park solar projects in the preceding 6-month period, i.e., either April to September or October to March, as the case may be, plus 20 paisa/unit, which shall be applicable for the signing of PPAs in subsequent 6-month period and such tariff shall remain fixed for the 25 year term of the PPA.”

“Further, in case generic tariff is determined by GERC for solar project and such

tariff is lower than tariff as stated in above para, lower tariff will be applicable for purchase of solar power from such project and the same shall be fixed for entire term of PPA."

As per provisions of clause no.16.3.2 of Gujarat RE Policy -2023 for the Wind RE Projects.

"DISCOMs may procure power from small size wind power projects up to 10 MW capacity at a pre-fixed levelized tariff equal to the simple average of tariff discovered and contracted under the competitive bidding process conducted by GUVNL for wind projects in the preceding 6-month period, i.e., either April to September or October to March, as the case may be, which shall be applicable for the signing of PPAs in subsequent 6-month period and such tariff shall remain fixed for the 25 year term of the PPA."

"Further, in case generic tariff is determined by GERC for wind project and such tariff is lower than tariff as stated in above para, lower tariff will be applicable for purchase of wind power from such project and the same shall be fixed for entire term of PPA."

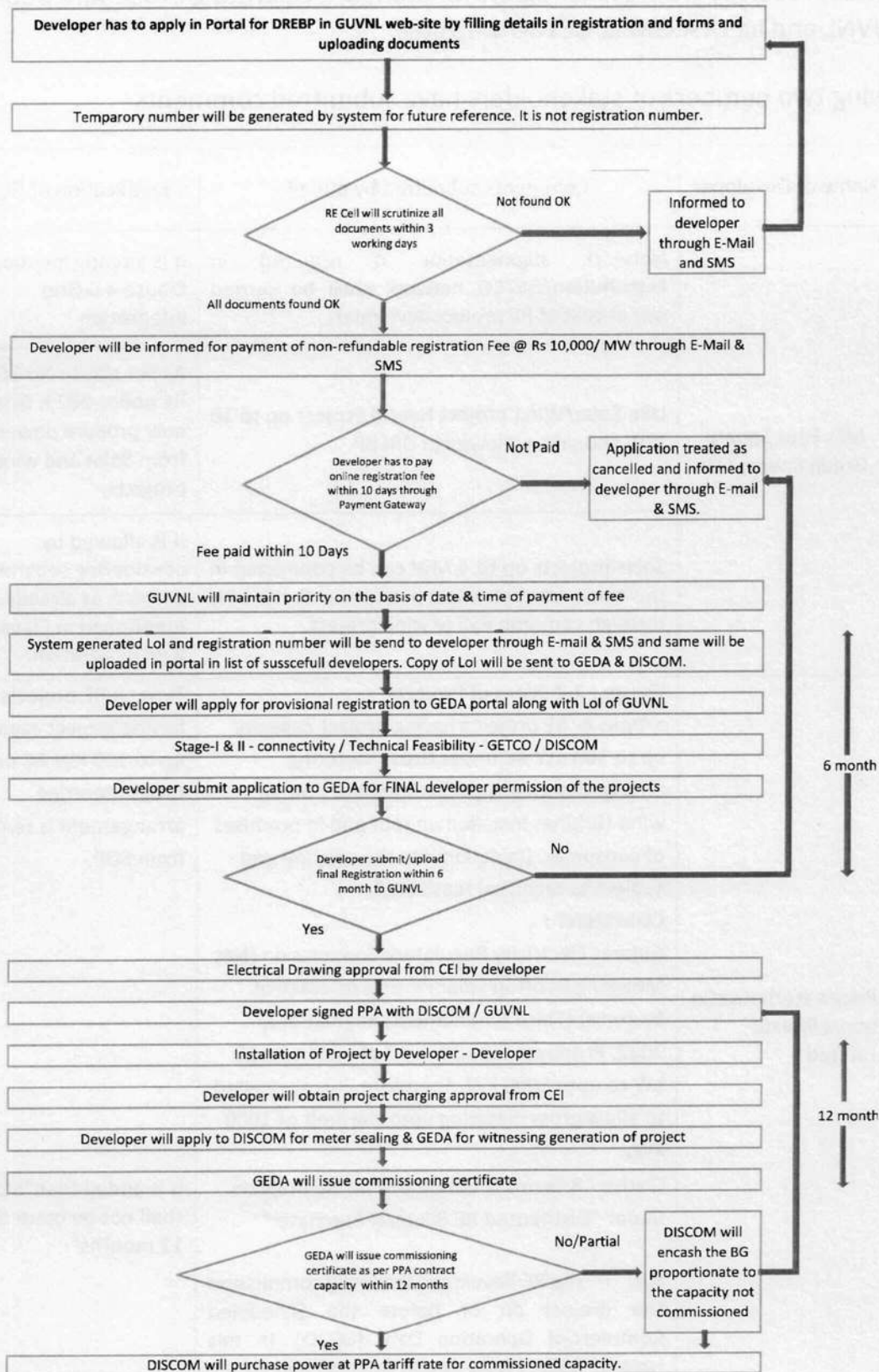
GUVNL will disclose such tariff rate in portal on every 7th April and 7th October and on web-sites of DISCOMs & GETCO.

- 8.8.** Early commissioning of the projects are allowed subjected to availability of establishment of connectivity and land use rights for the early commissioned capacity of the project. Tariff for early commissioned project shall be same as PPA tariff.
- 8.9.** Part commissioning of the RE projects in phased manner till the date of SCSD will be permitted.
- 8.10.** There is no restriction in the installed DC capacity of the solar RE project. However, the Final AC output in no instance shall be more than the AC Contracted capacity as specified in PPA.
- 8.11.** Repowering of RE projects
The RE developer may upgrade and repower their plants during the PPA period at his own risk and cost to maintain the performance parameters of RE Project subjected to availability of the Connectivity for the addition power injection. However, GUVNL / DISCOM will be obliged to buy power only within the range of CUF and contracted capacity specified in the PPA.
- 8.12.** Pooling of the individual RE Projects, common dedicated / evacuation transmission line will be allowed as per provisions mentioned in RE policy-2023.
- 8.13.** CUF of the project shall be declared upfront in the PPA which shall in no case be less than 17% for the solar project and 22% for the Wind projects. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. RE developer shall maintain energy supply so as to achieve

annual supply corresponding to CUF not less than 90% of the declared value (i.e., Minimum CUF) and not more than 120% of the declared CUF value (i.e., Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL/DISCOM to the extent of non-availability of grid for evacuation which is beyond the control of the RE Developer. The declared CUF can be revised as per PPA terms.

- 8.14.** Excess injection of energy generation beyond maximum stipulated CUF corresponding to the PPA contracted capacity shall be considered as inadvertent flow of energy.
- 8.15.** In case of shortfall of CUF beyond minimum CUF specified in PPA, penalty shall be levied at the rate of 1.5 Times of PPA tariff for the shortfall generation corresponding to PPA specified CUF for the contracted capacity of the project.
- 8.16.** Solar PV modules and wind turbines that will be approved under RLMM or ALMM. The guideline of Ministry of New and Renewable Energy, Government of India and its amendment from time to time for the same shall be applicable.
- 8.17.** For connectivity below 66 KV, PPA will be signed by DISCOM and connectivity at 66 KV and above, PPA will be signed by GUVNL.
- 8.18.** The Energy & Petrochemicals Department / GEDA / GUVNL / DISCOM shall not provide any financial support towards the setting of the Solar / Wind power plant.

Standard Operating Procedure for registration of RE projects under DREBP



ANNEXURE - E

Comments received from Stakeholders for Standard Operating Procedure published on GUVNL and all DISCOM & GETCO websites.

Following two numbers of stakeholders have submitted comments

Sr No	Name of Developer	Comments submitted by e-mail	Justification of GUVNL
1	M/s Four Square Green Energy LLP	Network augmentation if required in Distribution/GETCO network shall be carried out at cost of RE project developer.	It is already mentioned in Clause 4.0 Grid integration
		Like Solar/Wind project Hybrid Project up to 10 MW should be allowed in DREBP.	As per clause No 16.3 of RE policy-2023, DISCOM may procure power only from Solar and wind RE projects.
		Solar projects up to 4 MW can be connected in the same location wind project up to 10 MW through common PSS of wind project.	It is allowed by considering separate RE projects as already mentioned in Clause 4.0 Grid integration.
2	PricewaterhouseCoopers Private Limited	<p>Clause : 2.2 Types of Projects</p> <ul style="list-style-type: none"> • Type-A- RE projects having project capacity up to 100 KW AC under Gross Metering arrangement having solar modules / Small wind turbines installed on roof and in premises of consumer. (Injection into the existing grid - subject to technical feasibility). <p>COMMENT : Gujarat Electricity Regulatory Commission (Net Metering Rooftop Solar PV Grid Interactive Systems) (Third Amendment) Regulations, 2022. Proposes capacity limit of minimum 10 kW to upto 1000 kW. Therefore, it is suggested to allow gross metering upto the limit of 1000 kW.</p>	Type- A RE projects having project capacity up to 100 KW AC under Gross Metering arrangement is removed from SOP.
		<p>Clause - 8.Terms & Conditions for RE Projects under "Distributed RE Bilateral Purchase."</p> <p>8.4. The RE developer shall fully commission the project on or before the Scheduled Commercial Operation Date (SCOD). In this regard, GEDA (State Nodal Agency) will certify successful commissioning of the Project.</p>	It is added that "SCOD shall not be more than 12 months"

	<p>COMMENTS :</p> <p>The SOP does not specify the period of scheduled commercial operation date. A standard SCOD should be included in the SOP</p>	
	<p>Clause - 8.Terms & Conditions for RE Projects under "Distributed RE Bilateral Purchase."</p> <p>8.13. For the Type-B RE Project, CUF of the project shall be declared upfront in the PPA which shall in no case be less than 17% for the solar project and 22% for the Wind projects. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. RE developer shall maintain energy supply so as to achieve annual supply corresponding to CUF not less than 90% of the declared value (i.e., Minimum CUF) and not more than 120% of the declared CUF value (i.e., Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL/DISCOM to the extent of non-availability of grid for evacuation which is beyond the control of the RE Developer. The declared CUF can be revised as per PPA terms.</p> <p>COMMENTS :</p> <p>Maximum permissible limit is set at 120% of declared CUF. Please clarify the treatment of power injected, if the generation is beyond 120% of declared CUF.</p>	<p>It is added that excess energy at any instance more than maximum CUF specified in PPA will be inadvertent energy.</p>

ANNEXURE - F**Draft Power Purchase Agreement (PPA)**

For purchase of power from **Solar Projects** under Distributed Renewable Energy Bilateral Purchase as per Clause No 16.3.1 of Government of Gujarat's "Gujarat Renewable Energy Policy – 2023"

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Power purchase agreement is made and entered into at _____ on this ___ day of _____ between _____ and its registered office / address at _____ (herein after referred to as "Power Producer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as a party of first part.

AND

_____ incorporated under the companies Act 1956 having its registered office at _____, (herein after referred to individually, as "DISCOM" or "Power Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as a party of second part.

WHEREAS Government of Gujarat vide Resolution GR No. REN/e-file/20/2023/0476/B1 dated 04.10.2023 has issued the "Gujarat Renewable Energy Policy – 2023".

AND, WHEREAS in "Gujarat Renewable Energy Policy – 2023", stipulated that DISCOM may purchase power from Solar project up to project 4 MW project capacity and Wind projects less than 10 MW project capacity to fulfil their RPO for which applicable tariff shall be as per the mechanism stipulated in the said policy.

AND, WHEREAS GUVNL has filed a petition no _____ before Honourable GERC for approval of the mechanism of applicable tariff for purchase of power under the Gujarat Renewable Energy policy-2023 and GERC has approved tariff mechanism vide order No. _____ dated _____.

AND, WHEREAS, GERC vide order No. _____ dated _____ has approved the Draft PPA to be signed with solar project developer filed by GUVNL vide petition No. _____ dated _____.

AND, WHEREAS, the power producer has taken responsibility to set up requisite power injection system in to the grid system of DISCOM / GETCO.

AND, WHEREAS, the power producer has paid supervision charges of Rs. _____ to DISCOM on _____ towards supervision in relation to creation of evacuation line.

AND, WHEREAS the DISCOM agrees to purchase such power for fulfilment of their RPO.

AND, WHEREAS the parties hereby agree to execute this Power Purchase Agreement setting out the Terms and Conditions for the sale of power by Power Producer to DISCOM.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HERE IN AFTER SET FORTH, DISCOM AND POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNEES, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

ARTICLE:1 DIFINITIONS

1.1 For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

“ALMM” Approved List of Models and Manufacturers of Solar Photovoltaic Modules issued by Ministry of New and Renewable Energy, Government of India time to time.

“Agreement” shall mean this Power Purchase Agreement executed year of, including the schedules hereto, amendments, modifications and supplements made in writing by the parties from time to time.

“ALDC” shall mean the Area Load Despatch Centre of respective DISCOM.

“Approvals” means the permits, clearances, licensees and consents as are listed in Schedule to hereto and any other statutory approvals.

“Billing Period” means (subject to Article 6.1 of the Agreement) the calendar month ending with the Metering Date. The first billing period shall commence from the Commercial Operational Date and end with the metering date corresponding to the month Commercial Operational Date occurs.

“Billing Date” shall be the first Business Day after issuance of SEA by SLDC of each billing period.

“Business Day” shall mean a Day other than Sunday or statutory holiday on which Banks remain open for business at _____.

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

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

“Contracted Capacity” shall mean AC capacity in MW of solar inverter contracted with DISCOM for supply by RE project developer at the delivery point which shall be maximum injection limit at delivery point in any 15 minute time block during the entire term of PPA.

“Capacity Utilization Factor CUF” shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract year, if ‘X’ Mwh of energy has been metered at the Delivery Point for ‘Y’ MW project capacity, $CUF = (X \text{ Mwh} / (Y \text{ MW} * 8760)) \times 100\%$. DISCOMs shall not be obliged to purchase power generated from the project beyond such CUF limit as mentioned in clause No 5.1 of PPA in a contract year

“Contract Year” shall mean, the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

- 1) In the financial year in which the COD occurs, the contract year shall end on the date 31st March and a new contract year shall commence on next 1st April and end on the immediately

succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and

- 2) Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement or on termination of this agreement whichever is earlier.

“Delivered Energy” means the Kilowatt hours of electricity actually fed and measured by the energy meters at the delivery point and certified by Gujarat SLDC.

“DISCOMs” means one or more of the following distribution company.

1. Paschim Gujarat Vij Company Limited (PGVCL)
2. Madhya Gujarat Vij Company Limited (MGVCL)
3. Dakshin Gujarat Vij Company Limited (DGVCL)
4. Uttar Gujarat Vij Company Limited (UGVCL)

“Due Date of Payment” in respect of Tariff invoice means the date, which is 30th day from the date of receipt of such invoices by the designated officials of the DISCOM.

“Emergency” means a condition or situation of physical damage to GETCO’s / DISCOM’s electrical system including the Grid System, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by GETCO or DISCOM Grid System or could endanger life or property.

“Expiry Date” Shall mean the date occurring twenty-five (25) years from the Commercial Operation Date provided that the supply of power shall be limited for a period of 25 years from the COD (unless extended by both the parties on mutual agreement);

“Installed Capacity” shall mean rated DC capacity of solar PV modules. There is no restriction in the installed DC capacity of the solar RE project. The installed capacity can be more than project capacity and contracted capacity.

Interconnection Point/ Delivery Point shall be the point of connection at which solar project is connected to the grid i.e. it shall be at 11 KV bus bar level of 66 KV/ 11 KV sub-station of GETCO as mentioned in PPA.

“Metering Point” shall mean the point at which energy shall be measured for supply to DISCOM at delivery point i.e. GETCO sub-station.

“Must Run Status” shall mean that project shall not be directed by the DISCOM/SLDC to shut down or back down due to variations in the generation / consumption patterns or any commercial parameters, merit order dispatches or existence / apprehension of any other charges or levies related to dispatch or incidental thereto except Force Majeure Events and emergency.

“O&M Default” shall mean any default on the part of the power producer for a continuous period of ninety (90) day to (i) operate and /or (ii) maintain (in accordance with Prudent Utility Practices) the Project at all times.

“Performance Bank Guarantee” shall mean the irrevocable unconditional bank guarantee submitted by the Power Producer for an amount calculated at Rs 5 lakhs / MW accordance with the Gujarat Renewable Energy Policy-2023.

“Project Capacity” shall mean maximum AC capacity of project at point of injection on which power purchase agreement has been signed. For this procedure, the project capacity is same as contracted capacity.

“SEA” means the State Energy Account issued by State Load Dispatch Centre, Gujarat and amendment thereto.

“SCHEDULED COMMENCEMENT OF SUPPLY DATE” or “SCSD” shall mean the date _____. (This date shall not exceed 12 months from the date of execution of PPA).

“SLDC” means the State Load Dispatch Center as notified by the State Government of Gujarat.

ARTICLE: 2 – LICENCES & PERMITS

- I. The Power Producer, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licences and approval required from time to time by all regulatory / statutory competent authority(ies) in order to enable it to perform its obligations under the Agreement.
- II. Provided, however, non-rendering or partial rendering of assistance shall not in any way absolve the Power Producer of its obligations to obtain such clearances. Nor shall it mean to confer any right of or indicate any intentions to waive the need to obtain such clearances.
- III. The developers shall acquire or possess the land on sale or lease basis from private / Government for development of RE projects. In case of lease, the lease period shall cover entire term of the PPA. Government land may be allotted for RE projects.

Splitting of the RE projects for the benefit of higher tariff shall not be allowed.

In this respect,

- a. For any solar/wind projects (of same type i.e. solar/wind), single eligible developer (including group companies, associates, SPV) can interconnect maximum up to 4 MW solar project/s and less than 10 MW wind project/s at single receiving end sub-station of GETCO.

It is to clarify that solar and wind project from same land parcel terminating at same receiving end sub-station of GETCO will be eligible as individual solar/wind project and above maximum capacities will be applicable for individual solar and wind projects.

- b. Any solar/wind projects (of same type i.e. solar/wind) of single eligible developer (including group companies, associates, SPV) having interconnection at two different receiving sub-station of GETCO from same land parcel will be treated as single solar/wind project. Maximum capacities as per above (i) will be applicable for individual solar and wind projects.

ARTICLE: 3 – OBLIGATIONS

3.1 Obligations of the Power Producer:

- I. The Power Producer shall obtain all statutory approvals, clearances and permits necessary for the Project at his cost in addition to those approvals as listed in Schedule 2.
- II. The Power Producer shall construct, operate and maintain the project during the term of PPA at his cost and risk including the required interconnection facilities and in close co-ordination with GETCO / DISCOM's feasibility.
- III. The Power Producer shall sell all the power generated from identified Solar Power Plants to DISCOM and shall not sell to any third party nor consume for captive use. The Power Producer cannot connect any load. Penalty will be imposed as per applicable rules and regulations for unauthorized use of energy.
- IV. The Power Producer shall seek approval of GETCO / DISCOMs in respect of interconnection facilities.
- V. The Power Producer shall undertake at its own cost construction / upgradation of (i) interconnection facilities, (ii) the transmission lines and as per specifications and requirements of GETCO / DISCOMs, as notified to the Power Producer at clause 5 of schedule 1.
- VI. The Power Producer shall operate and maintain the project in accordance with Prudent Utility Practices.
- VII. The Power Producer shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the project or assets owned by developer.
- VIII. For evacuation facility and maintenance of the transmission, the Power Producer shall enter into separate agreement with GETCO / DISCOMs , if applicable.
- IX. To procure start up power required for the plant from respective DISCOM.
- X. Fulfilling all other obligations undertaken by him under this Agreement.
- XI. Power Producer shall not change the shareholding / ownership of the project before completion of one year from the date of COD. Any change in ownership of the project shall be allowed only after expiry of one year from commissioning of the project with prior consent of DISCOM.
- XII. The Power Producer shall ensure that at any Instance, Injection of Power from the RE Project must not be beyond Contracted capacity. Any Excess injection of the power beyond Contracted capacity shall be treated as inadvertent flow of energy and no payment shall be made for such excess energy.
- XIII. In case of shortfall on CUF beyond minimum CUF specified in PPA, penalty shall be levied at the rate of 1.5 Times of PPA tariff for the shortfall generation corresponding to PPA specified CUF for the contracted capacity of the project.
- XIV. The Power Producer shall ensure that Excess injection of energy generation beyond maximum stipulated CUF corresponding to the PPA contracted capacity shall be considered as inadvertent flow of energy.
- XV. The Power Producer shall ensure the project site for solar project as per Article- 2(iii).
- XVI. Developers shall have to pay 15% supervision charges to DISCOM/GETCO on cost of material and labour charges of such dedicated evacuation / transmission line as per estimate issued by DISCOM/GETCO.
- XVII. Solar modules will be approved by Ministry of New and Renewable Energy, Government of India, under ALMM and its amendment from time to time.

- XVIII. All the mandatory standards issued by MNRE and / or BIS regarding project equipment and material shall be followed.
- XIX. To procure start up power required for the plant from DISCOM.
- XX. The power producer shall not undertake any other commercial activity within the project premises except generation of Solar Power under this contract.

3.2 Obligations of DISCOM:

- I. DISCOM / SLDC shall grant Must Run Status to the project subject to the provision of applicable regulations and grid code.

3.3 Liquidated Damages for Delay in Commissioning the Small Solar Project.

- I. If the project is not commissioned by its SCSD due to reasons other than mentioned below, the DISCOM will encash BG in proportion to the capacity not commissioned as mentioned in (iii) & (iv).
- The project cannot commissioned by SCSD because of Force Majeure event.
 - The Power Producer is prevented from performing its obligations because of material default on part of DISCOM.
 - Power Producer is unable to achieve commercial operation on SCSD because of delay in transmission facilities / evacuation systems for reasons solely attributable to the GETCO / DISCOM.
- II. The Project shall be fully commissioned on or before the Scheduled Commercial Operation Date (SCSD). In this regard, GEDA-State Nodal Agency will physically inspect and certify successful commissioning of the Project.
- III. In case the commissioning of the project is delayed beyond SCSD/extended SCSD, the RE developers' Event of Default as per Article of PPA shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned up to SCSD / extended SCSD and bank guarantee proportionate to the balanced capacity not commissioned shall be encashed as liquidated damages.
- IV. The STU shall cancel the capacity allotment to the extent of capacity not commissioned and the RE developer shall have no claim on such capacity and pay relinquishment charges as determined by GERC. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website for prospective consumers.

ARTICLE: 4 – SYNCHRONIZATION, COMMISSIONING & COMMERCIAL OPERATION

4.1 Delay in Commencement of supply on account of delay in transmission system

For sale of power to GUVNL from SCSD/Extended SCSD/COD, The responsibility of obtaining Connectivity up to the delivery point shall be of the RE developer prior to commencement of supply of power from the Project. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of connectivity by the STU/GETCO/DISCOM and/or there is a delay in readiness of the STU/GETCO/DISCOM substation Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU/GETCO/DISCOM network until SCSD of the Project, and it is established that:

- I. The RE developer has complied with the complete application formalities as per the Detailed Procedure as issued by the STU/GETCO/DISCOM,
- II. The RE developer has adhered to the applicable regulations/ procedures in this regard as notified by the CEA/GERC, and
- III. The delay in grant of connectivity by the STU/GETCO/DISCOM and/or delay in readiness of the STU/GETCO/DISCOM substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU/GETCO/DISCOM network, is a factor attributable to the STU/transmission licensee/DISCOM and is beyond the control of the RE Developer;

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the RE developer, GUVNL/DISCOM may extend the SCSD after examining the issue on a case-to-case basis. Further, in case of delay in commencement of power supply on account of reasons solely attributable to the RE developer, resulting in any liquidated damages/penalty levied on the GUVNL/DISCOM including Transmission charges under the applicable regulation as notified by GERC, such damages/penalty shall be passed on to the RE developer.

After execution of PPA, change of project location will not be allowed.

4.2 Term of Agreement

- I. This Agreement shall come into effect from the date of its execution by all the parties and such date shall be referred to as the Effective Date.
- II. 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.
- III. The power producer is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by DISCOM, DISCOM shall not be obligated to procure power beyond the Expiry Date.

4.3 Synchronization & Commissioning

- I. The Power Producer shall commission the project within SCSD.
- II. The Power Producer shall be required to obtain Developer and/or transfer permission, Key plan drawing etc if required from GEDA.
- III. The Power Producer shall give at least fifteen (15) days written notice to the SLDC / ALDC / DISCOM as the case may be, of the date on which it intends to synchronize the power project to the Grid system.

- IV. Subject to 4.3 (i), the Power Project may be synchronized by the Power Producer to the Grid System when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid system.
- V. The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the power producer at its generation facility of the Power Project at its own cost. The Power Producer shall synchronize its system with the Grid System only after the approval of GETCO / SLDC / ALDC and GEDA.
- VI. The power producer shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code. In addition, the power producer will inject in-firm power to grid from time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

4.4 Forecasting and Scheduling

- I. The Power Producer shall be required to follow the Forecasting and Scheduling procedures as per the Regulations issued by GERC from time to time. It is to clarify that in terms of GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019 the procedures for Forecasting, Scheduling, Deviation settlement are applicable to all solar generators having combined installed capacity above 1 MW connected to the State Grid / Sub-station including those connected via pooling stations.
- II. Any deviation from the schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be to the account of the Power producer.

4.5 Early Commissioning & Part Commissioning

- I. Part commissioning of the RE projects in phased manner till the date of SCSD will be permitted. Tariff for early commissioned project shall be same as PPA tariff.
- II. Early commissioning of the projects are allowed subjected to availability of establishment of connectivity and land use rights for the early commissioned capacity of the project. Tariff for early commissioned project shall be same as PPA tariff.

4.6 Performance Bank Guarantee

- I. The performance bank guarantee No. _____ dated _____ issued by _____ shall from the list of banks approved by Finance Department, GoG and furnished by Power Producer to DISCOM shall be for guaranteeing the commissioning / commercial operation of the project up to the Contracted Capacity within SCSD.
- II. If the Power Producer fails to commission the project on or before SCSD, DISCOM shall have the right to encash the PBG without prejudice to the other rights of the power producer under this Agreement as per Article -3.3.

- III. DISCOM shall release the PBG upon successful commissioning of full contracted capacity after adjusting liquidated damages (if any).

4.7 Restrictions on use of Fossil Fuels

Post commissioning of the solar plant, during the entire period of the PPA, the Power Producer shall not use fossil fuels for generation of power and injection into the grid.

ARTICLE: 5 – CUF, TARIFF, CHARGES & COMPENSATION

5.1 CUF

- I. The contracted CUF of this project is ____%.
- II. CUF of the project shall be declared upfront in the PPA which shall in no case be less than 17% for the solar project. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. RE developer shall maintain energy supply so as to achieve annual supply corresponding to CUF not less than 90% of the declared value (i.e., Minimum CUF) and not more than 120% of the declared CUF value (i.e., Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL/DISCOM to the extent of non-availability of grid for evacuation which is beyond the control of the RE Developer. CUF criteria will not be applicable to year of COD and year of termination of PPA.
- III. RE Developer will be allowed to revise the CUF once within first years after COD. However, revised CUF shall not be less than 17% as mentioned in 5.1 (i).
- IV. In case of shortfall on CUF beyond minimum CUF specified in PPA, penalty shall be levied at the rate of 1.5 Times of PPA tariff for the shortfall generation corresponding to PPA specified CUF for the contracted capacity of the project. However, this penalty shall not be applicable in events of Force Majeure identified under PPA with GUVNL affecting supply of power by RE Developer.
- V. Excess injection of energy generation beyond maximum stipulated CUF corresponding to the PPA contracted capacity shall be considered as inadvertent flow of energy.
- VI. The RE developer shall not sell the power from Contracted Capacity to any other third party including Power Exchanges. In case the RE developer fails to offer the contracted power as per the agreement to DISCOM and sells this power to any other third party, the damages shall be recovered from seller for an amount equal to higher of :(a) 1.5 times the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third parties on account of sale of the contracted power. These damages shall be in addition to other penalties / liquidated damages specified in the PPA.
- VII. DISCOM shall not be obliged to purchase power generated from the project beyond CUF limit as mentioned in clause No (ii) above in a contract year. CUF criteria will not be applicable in year of COD and year of termination of PPA.

5.2 Tariff

- I. DISCOM shall pay to the Power Producer every month for the Delivered Energy as certified in the SEA by Gujarat SLDC, for the Term of this Agreement from the COD, the tariff payable by DISCOM for energy purchased shall be as below.
- II. Small Solar Projects : DISCOM may procure power at a pre-fixed levelized tariff as per the mechanism decided by GERC i.e. simple average of tariffs discovered and contracted under the competitive bidding process conducted by GUVNL for non-park solar projects in the preceding 6 months period, i.e. either April to September or October to March, as the case may be plus 20 paisa/unit, which shall be applicable for signing of PPAs in subsequent 6 month period and such tariff shall remain fixed for the 25 term of the PPA.
 "Further, in case generic tariff is determined by GERC for solar project and such tariff is lower than tariff as stated in above para, lower tariff will be applicable for purchase of solar power from such project and the same shall be fixed for entire term of PPA."

- III. As per above clause (ii), DISCOM shall pay a fixed tariff of Rs ____ / unit as agreed by the parties, upon commissioning of project (as certified by GEDA) for the net delivered energy as certified in SEA published by Gujarat SLDC during the period of 25 years life of the project.

5.2 Charges

- I. For each KVARH drawn from the grid, the Power Producer shall pay to GETCO / DISCOM at the rate determined by GERC from time to time.
- II. 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 1 lakh per project per transaction plus GST @ 18% as facilitation fee shall be deposited by the developer to DISCOM.
- III. The Intra-State ABT is already implemented in the State. Energy certified by SLDC in the SEA shall be considered for monthly energy bill. The other provisions of Intra-State ABT and Open Access and other Regulations of GERC / CERC and amendments thereto from time to time shall be applicable. The provisions of GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of solar and wind Generation Sources) Regulations, 2019 as amended from time to time shall be applicable.

5.4 Compensation

No any compensation shall be applicable in case of unavailability of transmission line during operation period.

ARTICLE: 6 – BILLING AND PAYMENT

6.1 Billing Provision

The billing will be on monthly basis. DISCOM will be billed by the Power Producer based on energy as certified by SEA of Gujarat SLDC following the end of each month for the energy supplied. Any bill raised after a period of three years from the date of certification of SEA shall be barred by limitation and shall not be payable.

6.2 Payment

DISCOM shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the tariff invoice by the designated office of the DISCOM.

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 shall be reimbursed by GUVNL / DISCOM as per terms of notification.

6.3 Late Payment

For payment of Monthly bill by DISCOM, if paid after Due Date of Payment, a late payment charge shall be payable by DISCOM to the Power Producer at the rate of seven (7) percent in excess of SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount of outstanding payment, calculated on a week or part thereof basis viz.

$$= \frac{(\text{SBI MCLR rate} + 7\%)}{52} \text{ per week or part thereof.}$$

6.4 Rebate

For payment of monthly Bill by DISCOM, if paid before Due Date of payment, a Rebate shall be deducted by DISCOM at the rate 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 of outstanding payment, calculated on a week or part thereof basis viz.

$$= \frac{(\text{SBI MCLR rate} + 7\%)}{52} \text{ per week or part thereof.}$$

6.5 Payment of Supplementary Bill

- I. Either party may raise a ("Supplementary Bill") for payment on account of adjustments required by the Energy Accounts (if any) and such Supplementary Bill shall be paid by the other Party.

- II. The Parties shall remit all amounts due under a Supplementary Bill to the Designated Account by the Due Date.
- III. The Rebate and Late Payment Surcharge shall be applicable at the same terms applicable to the Monthly Bill.

6.6 Disputed Bills

- I. If DISCOM does not dispute a Monthly Bill or a Supplementary Bill raised by the power producer within thirty (30) days of receiving such Bill shall be taken as conclusive.
- II. If DISCOM disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 100% undisputed amount of the invoice amount and it shall within fifteen days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:
 - The details of the disputed amount;
 - Its estimate of what the correct amount should be; and
 - All written material in support of its claim.
- III. If the power producer agrees to the claim raised in the Bill Dispute Notice, the solar project developer 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.
- IV. If the power producer does not agree to the claim raised in the Bill Dispute Notice, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to DISCOM providing:
 - Reasons for its disagreement;
 - Its estimate of what the correct amount should be; and
 - All written material in support of its counter claim.
- V. Upon receipt of the Bill Disagreement Notice by DISCOM, authorized representative(s) of DISCOM and power producer shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.
- VI. If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice, the matter shall be referred to Dispute resolution in accordance with Article 11 of PPA.
- VII. For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, DISCOM shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount of the invoice amount in the Monthly Bill.

ARTICLE: 7 – METERING AND COMMUNICATION

7.1 Reading, Correction and Installation of Meters

- I. The metering point will be at the receiving end of GETCO substation. For the purpose of energy accounting the Power Producer shall install ABT compliant meter equipped with Automatic Meter Reading (AMR) at the metering point at the cost of Power Producer.
- II. To optimize costs, common dedicated 11 KV transmission line may be set up by a cluster of adjoining developers with appropriate metering at their respective end of project as well as common meter for such project developers at the Interconnection Point. In such case, the energy injection by Power Producer at receiving end shall be worked out on the basis of metering of common meter appropriately apportioned as per meter reading at sending end meter of Power Producer by DISCOM / SLDC / ALDC.
- III. Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2006 and amendment thereto. GETCO / DISCOM / SLDC / ALDC shall stipulate specifications in this regard.
- IV. For facilitating energy accounting & certification, the meters shall mandatorily be ABT compliant equipped with Automatic Meter Reading (AMR) system at project end, sending end pooling station and interface point i.e. 66 KV Sub-station of GETCO as per specifications stipulated by GETCO / DISCOM / SLDC / ALDC.
- V. In addition to main meter, a back-up meter shall be required to be installed by the power producer. In the event that the Main Metering System is not in service as a result of maintenance, repairs or testing, then the Backup Metering System shall be used during the period the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.
- VI. Energy accounting shall be carried out on monthly basis. The responsibility of meter reading at project end, sending end pooling station and interconnection point will be on respective DISCOM / ALDC.
- VII. The responsibility of sealing and accuracy of generation meter at project end and panel meter at receiving sub-station will be on DISCOM.

7.2 Sealing and Maintenance of Meters.

- I. The Main Metering System and the Backup Metering System shall be sealed in the presence of representatives of Power Producer and GETCO / DISCOM.
- II. When the Main Metering System and / or Backup Metering System and / or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Power Producer and at Power Producer's cost, as soon as possible.
- III. Any meter seal(s) shall be broken only by GETCO / DISCOM's representative in the presence of Power Producer representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.
- IV. All the Main and Check Meters shall be calibrated at least once in a years.
- V. In case, of main and check meters found defective, the energy account will be carried out at generation meter installed at project end after accounting line losses.

7.3 Records

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this agreement and the operation of the Power Plant. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating log at the Power Plant with records of:-

- a. Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;
- b. any unusual conditions found during operation / inspections;
- c. chart and printout of event loggers, if any, for system disturbances/ outages;
- d. All the records will be preserved for a period of 36 months.

ARTICLE: 8 – FORCE MAJEURE

8.1 Force Majeure Events

- a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance ("a Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:
- i) acts of God;
 - ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;
 - iii) acts of war (whether declared or undeclared), invasion or civil unrest;
 - iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or GUVNL of any Law or any of their respective obligations under this Agreement);
 - v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;
 - vi) earthquakes, explosions, accidents, landslides; fire;
 - vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;
 - viii) chemical or radioactive contamination or ionizing radiation; or
 - ix) damage to or breakdown of transmission facilities of GETCO/ DISCOMs;
 - x) Exceptionally adverse weather 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 STU and/or delay in readiness of the InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the InSTS network, will be considered as a factor attributable to the STU / transmission licensee and beyond the control of the Parties subject to the following:
 - (a) The InSTS sub-station at the Delivery Point and the power evacuation and transmission infrastructure of the 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 STU and/or there is a delay in readiness of the InSTS sub-station at the delivery point, including

readiness of the power evacuation & transmission infrastructure of the InSTS network until SCSD of the project and it is established that;

- (c) The Power Producer has complied with the complete application formalities as per the connectivity procedure(s) and the InSTS sub-station at the delivery point at the power evacuation and transmission infrastructure of the InSTS Network with which the Power Producer had applied for connectivity, was scheduled for completion on or before the SCSD of the project and;
 - (d) The Power Producer has adhered to the applicable procedure in this regard as notified by the GERC / STU and;
- 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 equipment;
 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. Such notice of Force Majeure shall be a precondition for recognition of and for claiming any relief for Force Majeure under this Agreement.

- d) The affected Party shall also give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.
- e) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.1 Available Relief for a Force Majeure Event:

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

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

The event specified at Article 8.1(a)(xi) above and consequent delay shall be treated as delay beyond the control of the parties and both parties shall be eligible for suitable time extension in the SCSD.

ARTICLE: 9 – CHANGE IN LAW

9.1 Definition

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

- a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.
- b) Introduction / modification / changes in the rates of safeguard duty and/or antidumping duty and/or custom duty and / or Goods and Services Tax including surcharge thereon which has direct effect on the Project cost.

9.2 Relief for Change in Law

9.2.1 In case Change in Law results in the Power Producer's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Power Producer shall be appropriately increased or decreased with due approval of GERC.

9.2.2 In case of Change in Law resulting on account of 9.1.1 (b) above, the Power Producer shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of Rs. 2 Lakh per MW of project capacity (AC) in the Project Cost incurred upto Scheduled Commencement of Supply Date (SCSD) which shall be allowed upon submission of proof of payment made by the Power Producer towards safeguard duty and/or anti-dumping duty and/or custom duty and/or Goods and Services Tax and with due approval of GERC. This increase / decrease in tariff due to this change in cost of Solar PV modules shall be limited to actual DC capacity or 150% (one hundred and fifty percent) of contracted AC capacity, whichever is lower.

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

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

ARTICLE: 10 – TERM, TERMINATION AND DEFAULT

10.1 Term of the Agreement:

This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years (Twenty Five) from the Commercial Operation Date of the Project. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.

Survival: The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 8 (Force Majeure), Article 10 (Term, Termination and Default), Article 11 (Dispute Resolution), Article 12 (Indemnity), Article 13 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

10.2 Events of Default:

10.2.1 Power Producer's Default: The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer:

- a) Failure to commission the project by scheduled commercial operation date beyond the period mentioned in Article 3.3.
- b) Fails to supply power in terms of the PPA
- c) O & M Default on part of Power Producer
- d) Failure or refusal by Power Producer to perform any of its material obligations under this Agreement.
- e) Power Producer fails to make any payment required to be made to DISCOM under this agreement within three (3) months after the due date of a valid invoice raised by the DISCOM on the Power Producer.
- f) If the Power Producer (i) assigns or purports to assign its assets or rights in violation of this agreement; or (ii) transfers or novates any of its rights and / or obligations under this agreement, in violation of this agreement.
- g) If the Power producer becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Power producer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to the Power Producer and expressly assumes all obligations under this agreement and is in a position to perform them; or
- h) The Power Producer repudiates this agreement.
- i) Failure to maintain the shareholding/ownership of the project before completion of one year from the date of COD. Any change in ownership of the project shall be allowed only after expiry of one year from commissioning of the project with prior consent of DISCOM.

- j) Occurrence of any other event which is specified in this Agreement to be a material breach / default of the Power Producer or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Solar Power Generator shall be construed to be in default.

10.2.2 DISCOM's Default:

The occurrence of any of the following at any time during the Term of this Agreement shall constitute an Event of Default by DISCOM:

- I. Failure or refusal by DISCOM to pay any portion of undisputed monthly bill for a period of 90 days after due date.
- II. DISCOM repudiates this Agreement.
- III. If DISCOM becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of DISCOM is for the purpose of a merger, consolidation or reorganization and where the resulting entity expressly assumes all obligations under this agreement and is in a position to perform them.

10.3 Termination:

10.3.1 Termination for Power Producer Default: Upon the occurrence of an event of default as set out in sub-clause 10.2.1 above, DISCOM may deliver a "Default Notice" to the Power Producer in writing, which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Power Producer to remedy the same. Where a "Default Notice" has been issued with respect to an Event of Default, which requires the co-operation of both DISCOM and the Power Producer to remedy, DISCOM shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations.

- a) At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, the Power Producer shall have liability to make payment toward compensation to DISCOM equivalent to six (6) months' billing at contracted CUF of ___% of the charges for its contracted capacity. This compensation shall be applicable only in case of termination of project after commissioning of project. Further, the DISCOM shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.
- b) In addition to the levy of damages as aforesaid, in the event of a default by the Solar Power Generator, the lenders shall be entitled to exercise their rights to seek substitution of the Solar Power Generator by a selectee, in accordance with the substitution agreement and in concurrence with DISCOM. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the period stipulated by DISCOM, DISCOM may terminate the PPA by issuing a "Termination Notice"
- c) The lenders in concurrence with DISCOM, may seek to exercise right of substitution under Article 10.3.1 (a.) by an amendment or novation of the PPA in favour of the selectee. The Solar Power Generator shall cooperate with DISCOM 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. 1 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to DISCOM.

10.3.2 Termination for DISCOM's Default: Upon the occurrence of an Event of Default as set out in sub-clause 10.2.2 above, the Power Producer may deliver a Default Notice to DISCOM in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon DISCOM to remedy the same.

DISCOM with the prior consent of the Power Producer may novate its part of the PPA to any third party, including its Affiliates within the period of 7 days following the expiry of notice period. In the event the aforesaid novation is not acceptable to the Power Producer, or if no offer of novation is made by the defaulting Procurer/ DISCOM within the stipulated period of 7 days, then the Power Producer may terminate the PPA and require the defaulting Procurer/ DISCOM to pay to the Power Producer, damages, equivalent to 6 (six) months billing at contracted CUF of ___%, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Power Producer.

In the event of termination of PPA, any damages or charges payable to DISCOM, for the connectivity of the plant, shall be borne by DISCOM.

ARTICLE: 11 – DISPUTE RESOLUTION

- I. All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation.
- II. The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- III. Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.
- IV.** In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be adjudicated by GERC in accordance with law.

ARTICLE: 12 – INDEMNITY

- I. **Power Producer's Indemnity:** The Power Producer agrees to defend, indemnify and hold harmless DISCOM, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, DISCOM, or by an officer, director, sub-contractor, agent or employee of the DISCOM.

- II. **DISCOM's Indemnity:** DISCOM agrees to defend, indemnify and hold harmless the Power Producer, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of DISCOM, or by an officer, director, sub-contractor, agent or employee of DISCOM except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer.

ARTICLE: 13 – MISCELLANEOUS PROVISIONS

- I. **Governing Law:**
This Agreement shall be interpreted, construed and governed by the Laws of India.

- II. **Insurance:**
The Power Producer shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.

- III. **Books and Records:**
The Power Producer shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.

- IV. **Waivers:**
Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.

- V. **Limitation Remedies and Damages:**
Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.

- VI. **Notices:**
Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:

 In case of the Power Producer:
 Name: _____
 Designation: _____
 Address: _____
 Ph. Nos.: _____ Fax No.: _____

 In case of DISCOM:
 Designation: _____
 Address : _____
 Ph. Nos.: _____

- VII. **Severability:**
Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

VIII. Amendments:

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, DISCOM may consider any amendment or change that the Lenders may require to be made to this Agreement.

IX. Assignment:

Neither Party shall assign this Agreement nor shall any portion hereof without the prior written consent of the other Party, provided further that any assignee expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire contracted capacity.

Provided however, no approval is required from DISCOM for the assignment by the Power Producer of its rights herein to the Financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the Project.

In furtherance of the foregoing, DISCOM acknowledges that the Financing Documents may provide that upon an event of default by the Power Producer under the Financing Documents, the Financing Parties may cause the Power Producer to assign to a third party the interests, rights and obligations of the Power Producer thereafter arising under this Agreement. DISCOM further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the Power Producer to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the Power Producer thereafter arising under this Agreement.

X. Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between DISCOM and the Power Producer concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit, DISCOM and the Power Producer shall consult to resolve the inconsistency.

XI. Further Acts and Assurances:

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

<p>FOR AND ON BEHALF OF POWER PRODUCER M/S.</p> <p>Authorised Signatory WITNESSES</p> <p>1. _____</p> <p>2. _____</p>	<p>FOR AND ON BEHALF OF DISCOM</p> <p>Authorised Signatory WITNESSES</p> <p>1. _____</p> <p>2. _____</p>
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SCHEDULE 1: Parameters and Technical Limits Of Supply

1. Electrical Characteristics

- Three phase alternating current : _____
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point : _____

Short circuit rating

As a part of the detailed design process, the Power Producer shall calculate the short circuit rating (minimum and maximum), and supply this information to DISCOM / GETCO.

Note: The tolerances & Electrical characteristics variations and Basic Insulation level will be as per relevant grid code and CEA standards.

2. Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by GERC.

The maximum current and voltage waveform distortion shall be in accordance with the limits prescribed under Central Electricity Authority (Grid Standards) Regulations 2010, as amended from time to time.

3. Power Factor

The Power Producer shall maintain the Power Factor as per the prevailing GERC regulations and as may be stipulated / specified by GETCO / DISCOM from time to time. The Power Producer shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code.

4. Technical Limits of Voltage

- I. The nominal steady state electrical characteristics of the system are as follows:
 - a. Three phase alternating current at 50 Hertz plus or minus 0.5 Hertz
 - b. Nominal voltage of **11 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 **11 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

- I. The generation voltage from the Solar Photovoltaic Grid Interactive Power Project of M/s. _____ is _____ KV. It uses unit connection of generator, generator transformer and unit transformer.
- II. The generated power at _____ KV will be stepped up to **11 KV** at the Project Site and connected **11 KV** at for the purpose of interconnection with the Grid System.

SCHEDULE 2: Approvals

- I. Consent from the GETCO / DISCOM for evacuation of the power generated by the ____ MW Solar Photovoltaic Grid Interactive Power Projects (to be taken before signing of PPA).
- II. Approval of the Electrical Inspectorate, Government of Gujarat for energization of the transmission line and the solar project installed at the Project Site.
- III. Certificate of Commissioning of the Solar Photovoltaic Grid Interactive Power Project issued by GEDA.
- IV. Permission from all other statutory and non-statutory bodies required for the Project Clearance from Department of Forest, Ecology and Environment, if required

SCHEDULE 3: Project Location Details

Capacity (MW)	Location Details	Sub-station / Line / Metering / Interconnection Details

ANNEXURE - G**Draft Power Purchase Agreement (PPA)**

For purchase of power from **Wind Projects** under Distributed Renewable Energy Bilateral Purchase as per Clause No 16.3.2 of Government of Gujarat's Gujarat Renewable Energy Policy- 2023

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Power purchase agreement is made and entered into at _____ on this ___ day of _____ between _____ and its registered office / address at _____ (herein after referred to as "Power Producer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as a party of first part.

AND

_____ incorporated under the companies Act 1956 having its registered office at _____, (herein after referred to individually, as "DISCOM" or "Power Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as a party of second part.

WHEREAS Government of Gujarat vide Resolution GR No. REN/e-file/20/2023/0476/B1 dated 04.10.2023 has issued the "Gujarat Renewable Energy Policy – 2023".

AND, WHEREAS in "Gujarat Renewable Energy Policy – 2023", stipulated that DISCOM may purchase power from Solar project up to project 4 MW project capacity and Wind projects less than 10 MW project capacity to fulfil their RPO for which applicable tariff shall be as per the mechanism stipulated in the said policy.

AND, WHEREAS GUVNL has filed a petition no _____ before Honourable GERC for approval of the mechanism of applicable tariff for purchase of power under the Gujarat Renewable Energy policy-2023 and GERC has approved tariff mechanism vide order No. _____ dated _____.

AND, WHEREAS, GERC vide order No. _____ dated _____ has approved the Draft PPA to be signed with wind project developer filed by GUVNL vide petition No. _____ dated _____.

AND, WHEREAS, the power producer has taken responsibility to set up requisite power injection system in to the grid system of DISCOM / GETCO.

AND, WHEREAS, the power producer has paid supervision charges of Rs. _____ to DISCOM on _____ towards supervision in relation to creation of evacuation line.

AND, WHEREAS the DISCOM agrees to purchase such power for fulfilment of their RPO.

AND, WHEREAS the parties hereby agree to execute this Power Purchase Agreement setting out the Terms and Conditions for the sale of power by Power Producer to DISCOM.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HERE IN AFTER SET FORTH, DISCOM AND POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNEES, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:

ARTICLE: 1 DIFINITIONS

1.1 For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

"RLMM" Revised list of Models and Manufacturers issued by MNRE time to time.

"Agreement" shall mean this Power Purchase Agreement executed year of, including the schedules hereto, amendments, modifications and supplements made in writing by the parties from time to time.

"ALDC" shall mean the Area Load Despatch Centre of respective DISCOM.

"Approvals" means the permits, clearances, licensees and consents as are listed in Schedule to hereto and any other statutory approvals.

"Billing Period" means (subject to Article 6.1 of the Agreement) the calendar month ending with the Metering Date. The first billing period shall commence from the Commercial Operational Date and end with the metering date corresponding to the month Commercial Operational Date occurs.

"Billing Date" shall be the first Business Day after issuance of SEA by SLDC of each billing period.

"Business Day" shall mean a Day other than Sunday or statutory holiday on which Banks remain open for business at _____.

"Change in Law" shall have the meaning ascribed thereto in Article-9 of this Agreement.

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

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

"Contracted Capacity" shall mean AC capacity in MW of wind turbine contracted with DISCOM for supply by RE project developer at the delivery point which shall be maximum injection limit at delivery point in any 15 minute time block during the entire term of PPA.

"Capacity Utilization Factor CUF" shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract year, if 'X' Mwh of energy has been metered at the Delivery Point for 'Y' MW project capacity, $CUF = (X \text{ Mwh} / (Y \text{ MW} * 8760)) \times 100\%$. DISCOMs shall not be obliged to purchase power generated from the project beyond such CUF limit as mentioned in clause No 5.1 of PPA in a contract year.

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

- 1) In the financial year in which the COD occurs, the contract year shall end on the date 31st March and a new contract year shall commence on next 1st April and end on the immediately

succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and

- 2) Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement or on termination of this agreement whichever is earlier.

“Delivered Energy” means the Kilowatt hours of electricity actually fed and measured by the energy meters at the delivery point and certified by Gujarat SLDC.

“DISCOMs” means one or more of the following distribution company.

1. Paschim Gujarat Vij Company Limited (PGVCL)
2. Madhya Gujarat Vij Company Limited (MGVCL)
3. Dakshin Gujarat Vij Company Limited (DGVCL)
4. Uttar Gujarat Vij Company Limited (UGVCL)

“Due Date of Payment” in respect of Tariff invoice means the date, which is 30th day from the date of receipt of such invoices by the designated officials of the DISCOM.

“Emergency” means a condition or situation of physical damage to GETCO’s / DISCOM’s electrical system including the Grid System, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by GETCO or DISCOM Grid System or could endanger life or property.

“Expiry Date” Shall mean the date occurring twenty-five (25) years from the Commercial Operation Date provided that the supply of power shall be limited for a period of 25 years from the COD (unless extended by both the parties on mutual agreement);

“Installed Capacity” shall mean rated AC capacity of wind turbine.

Interconnection Point/ Delivery Point shall be the point of connection at which wind project is connected to the grid.

Project	Project Capacity in MW	Minimum Interconnection Voltage
Wind Project	>0.1 MW to 4.0 MW	11 KV, 3-phase
Wind Project	>4.0 MW up to < 10 MW	66 KV, 3-phase

“Metering Point” shall mean the point at which energy shall be measured for supply to DISCOM at delivery point i.e. GETCO sub-station.

“Must Run Status” shall mean that project shall not be directed by the DISCOM/SLDC to shut down or back down due to variations in the generation / consumption patterns or any commercial parameters, merit order dispatches or existence / apprehension of any other charges or levies related to dispatch or incidental thereto except Force Majeure Events and emergency.

“O&M Default” shall mean any default on the part of the power producer for a continuous period of ninety (90) day to (i) operate and /or (ii) maintain (in accordance with Prudent Utility Practices) the Project at all times.

“Performance Bank Guarantee” shall mean the irrevocable unconditional bank guarantee submitted by the Power Producer for an amount calculated at Rs 5 lakhs / MW accordance with the Gujarat Renewable Energy Policy-2023.

“Project Capacity” shall mean maximum AC capacity of project at point of injection on which power purchase agreement has been signed. For this procedure, the project capacity is same as contracted capacity.

“SEA” means the State Energy Account issued by State Load Dispatch Centre, Gujarat and amendment thereto.

“SCHEDULED COMMENCEMENT OF SUPPLY DATE” or “SCSD” shall mean the date _____. (This date shall not exceed 12 months from the date of execution of PPA).

“SLDC” means the State Load Dispatch Center as notified by the State Government of Gujarat.

ARTICLE: 2 – LICENCES & PERMITS

- I. The Power Producer, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licences and approval required from time to time by all regulatory / statutory competent authority(ies) in order to enable it to perform its obligations under the Agreement.
- II. Provided, however, non-rendering or partial rendering of assistance shall not in any way absolve the Power Producer of its obligations to obtain such clearances. Nor shall it mean to confer any right of or indicate any intentions to waive the need to obtain such clearances.
- III. The Power Producers shall acquire or possess the land on sale or lease basis from private individual / Government for development of RE projects. In case of lease, the lease period shall cover entire term of the PPA. Government land may be allotted for RE projects.

Splitting of the RE projects for the benefit of higher tariff shall not be allowed.

In this respect,

- a. For any solar/wind projects (of same type i.e. solar/wind), single eligible developer (including group companies, associates, SPV) can interconnect maximum up to 4 MW solar project/s and less than 10 MW wind project/s at single receiving end sub-station of GETCO.
It is to clarify that solar and wind project from same land parcel terminating at same receiving end sub-station of GETCO will be eligible as individual solar/wind project and above maximum capacities will be applicable for individual solar and wind projects.
- b. Any solar/wind projects (of same type i.e. solar/wind) of single eligible developer (including group companies, associates, SPV) having interconnection at two different receiving sub-station of GETCO from same land parcel will be treated as single solar/wind project. Maximum capacities as per above (i) will be applicable for individual solar and wind projects.

ARTICLE: 3 – OBLIGATIONS

3.1 Obligations of the Power Producer:

- I. The Power Producer shall obtain all statutory approvals, clearances and permits necessary for the Project at his cost in addition to those approvals as listed in Schedule 2.
- II. The Power Producer shall construct, operate and maintain the project during the term of PPA at his cost and risk including the required interconnection facilities and in close co-ordination with GETCO / DISCOM's feasibility.
- III. The Power Producer shall sell all the power generated from identified Wind Power Plants to DISCOM and shall not sell to any third party nor consume for captive use. The Power Producer cannot connect any load. Penalty will be imposed as per applicable rules and regulations for unauthorized use of energy.
- IV. The Power Producer shall seek approval of GETCO / DISCOMs in respect of interconnection facilities.
- V. The Power Producer shall undertake at its own cost construction / upgradation of (i) interconnection facilities, (ii) the transmission lines and as per specifications and requirements of GETCO / DISCOMs, as notified to the Power Producer at clause 5 of schedule 1.
- VI. The Power Producer shall operate and maintain the project in accordance with Prudent Utility Practices.
- VII. The Power Producer shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the project or assets owned by developer.
- VIII. For evacuation facility and maintenance of the transmission, the Power Producer shall enter into separate agreement with GETCO / DISCOMs , if applicable.
- IX. To procure start up power required for the plant from respective DISCOM.
- X. Fulfilling all other obligations undertaken by him under this Agreement.
- XI. Power Producer shall not change the shareholding / ownership of the project before completion of one year from the date of COD. Any change in ownership of the project shall be allowed only after expiry of one year from commissioning of the project with prior consent of DISCOM.
- XII. The Power Producer shall ensure that at any Instance, Injection of Power from the RE Project must not be beyond Contracted capacity. Any Excess injection of the power beyond Contracted capacity shall be treated as inadvertent flow of energy and no payment shall be made for such excess energy.
- XIII. The Power Producer shall ensure that Excess injection of energy generation beyond maximum stipulated CUF corresponding to the PPA contracted capacity shall be considered as inadvertent flow of energy.
- XIV. In case of shortfall on CUF beyond minimum CUF specified in PPA, penalty shall be levied at the rate of 1.5 Times of PPA tariff for the shortfall generation corresponding to PPA specified CUF for the contracted capacity of the project.
- XV. The Power Producer shall ensure the project site for wind project as per Article- 2(iii).
- XVI. Power Producers shall have to pay 15% supervision charges to DISCOM/GETCO on cost of material and labour charges of such dedicated evacuation / transmission line as per estimate issued by DISCOM/GETCO.
- XVII. Wind turbines will be approved by Ministry of New and Renewable Energy, Government of India, under RLMM and its amendment from time to time.

- XVIII. All the mandatory standards issued by MNRE and / or BIS regarding project equipment and material shall be followed.
- XIX. To procure start up power required for the plant from DISCOM.
- XX. The power producer shall not undertake any other commercial activity within the project premises except generation of wind power under this contract.

3.2 Obligations of DISCOM:

- I. DISCOM / SLDC shall grant Must Run Status to the project subject to the provision of applicable regulations and grid code.

3.3 Liquidated Damages for Delay in Commissioning the Small Wind Project.

- I. If the project is not commissioned by its SCSD due to reasons other than mentioned below, the DISCOM will encash BG in proportion to the capacity not commissioned as mentioned in (iii) & (iv).
 - The project cannot commissioned by SCSD because of Force Majeure event.
 - The Power Producer is prevented from performing its obligations because of material default on part of DISCOM.
 - Power Producer is unable to achieve commercial operation on SCSD because of delay in transmission facilities / evacuation systems for reasons solely attributable to the GETCO / DISCOM.
- II. The Project shall be fully commissioned on or before the Scheduled Commercial Operation Date (SCSD). In this regard, GEDA-State Nodal Agency will physically inspect and certify successful commissioning of the Project.
- III. In case the commissioning of the project is delayed beyond SCSD/extended SCSD, the RE developers' Event of Default as per Article of PPA shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned up to SCSD / extended SCSD and bank guarantee proportionate to the balanced capacity not commissioned shall be encashed as liquidated damages.
- IV. The STU shall cancel the capacity allotment to the extent of capacity not commissioned and the Power Producer shall have no claim on such capacity and pay relinquishment charges as determined by GERC. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website for prospective consumers.

ARTICLE: 4 – SYNCHRONIZATION, COMMISSIONING & COMMERCIAL OPERATION

4.1 Delay in Commencement of supply on account of delay in transmission system

For sale of power to GUVNL from SCSD/Extended SCSD/COD, The responsibility of obtaining Connectivity up to the delivery point shall be of the Power Producer prior to commencement of supply of power from the Project. Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of connectivity by the STU/GETCO/DISCOM and/or there is a delay in readiness of the STU/GETCO/DISCOM substation Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU/GETCO/DISCOM network until SCSD of the Project, and it is established that:

- I. The Power Producer has complied with the complete application formalities as per the Detailed Procedure as issued by the STU/GETCO/DISCOM,
- II. The Power Producer has adhered to the applicable regulations/ procedures in this regard as notified by the CEA/GERC, and
- III. The delay in grant of connectivity by the STU/GETCO/DISCOM and/or delay in readiness of the STU/GETCO/DISCOM substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU/GETCO/DISCOM network, is a factor attributable to the STU/transmission licensee/DISCOM and is beyond the control of the Power Producer;

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

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the RE developer, GUVNL/DISCOM may extend the SCSD after examining the issue on a case-to-case basis. Further, in case of delay in commencement of power supply on account of reasons solely attributable to the Power Producer, resulting in any liquidated damages/penalty levied on the GUVNL/DISCOM including Transmission charges under the applicable regulation as notified by GERC, such damages/penalty shall be passed on to the Power Producer.

After execution of PPA, change of project location will not be allowed.

4.2 Term of Agreement

- I. This Agreement shall come into effect from the date of its execution by all the parties and such date shall be referred to as the Effective Date.
- II. 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.
- III. The power producer is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by DISCOM, DISCOM shall not be obligated to procure power beyond the Expiry Date.

4.2 Synchronization & Commissioning

- I. The Power Producer shall commission the project within SCSD.

- II. The Power Producer shall be required to obtain Developer and/or transfer permission, Key plan drawing etc if required from GEDA.
- III. The Power Producer shall give at least fifteen (15) days written notice to the SLDC / ALDC / DISCOM as the case may be, of the date on which it intends to synchronize the power project to the Grid system.
- IV. Subject to 4.2 (i), the Power Project may be synchronized by the Power Producer to the Grid System when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid system.
- V. The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the power producer at its generation facility of the Power Project at its own cost. The Power Producer shall synchronize its system with the Grid System only after the approval of GETCO / SLDC / ALDC and GEDA.
- VI. The power producer shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code. In addition, the power producer will inject in-firm power to grid from time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

4.3 Forecasting and Scheduling

- I. The Power Producer shall be required to follow the Forecasting and Scheduling procedures as per the Regulations issued by GERC from time to time. It is to clarify that in terms of GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019 the procedures for Forecasting, Scheduling, Deviation settlement are applicable to all wind generators having combined installed capacity above 1 MW connected to the State Grid / Sub-station including those connected via pooling stations.
- II. Any deviation from the schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be to the account of the Power producer.

4.4 Early Commissioning & Part Commissioning

- I. Part commissioning of the RE projects in phased manner till the date of SCSD will be permitted. Tariff for early commissioned project shall be same as PPA tariff.
- II. Early commissioning of the projects are allowed subjected to availability of establishment of connectivity and land use rights for the early commissioned capacity of the project. Tariff for early commissioned project shall be same as PPA tariff.

4.5 Performance Bank Guarantee

- I. The performance bank guarantee No. _____ dated _____ issued by _____ shall from the list of banks approved by Finance Department, GoG and furnished by Power Producer to DISCOM shall be for guaranteeing the

commissioning / commercial operation of the project up to the Contracted Capacity within SCSD.

- II. If the Power Producer fails to commission the project on or before SCSD, DISCOM shall have the right to encash the PBG without prejudice to the other rights of the power producer under this Agreement as per Article -3.3.
- III. DISCOM shall release the PBG upon successful commissioning of full contracted capacity after adjusting liquidated damages (if any).

4.6 Restrictions on use of Fossil Fuels

Post commissioning of the wind plant, during the entire period of the PPA, the Power Producer shall not use fossil fuels for generation of power and injection into the grid.

ARTICLE: 5 – CUF, TARIFF, CHARGES & COMPENSATION

5.1 CUF

- I. The contracted CUF of this project is ____%.
- II. CUF of the project shall be declared upfront in the PPA which shall in no case be less than 22% for the Wind projects. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. The Power Producer shall maintain energy supply so as to achieve annual supply corresponding to CUF not less than 90% of the declared value (i.e., Minimum CUF) and not more than 120% of the declared CUF value (i.e., Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL/DISCOM to the extent of non-availability of grid for evacuation which is beyond the control of the Power Producer. CUF criteria will not be applicable to year of COD and year of termination of PPA.
- III. Power producer will be allowed to revise the CUF once within first three years after COD. However, revised CUF shall not be less than 22 % as mentioned in 5.1 (i).
- IV. In case of shortfall on CUF beyond minimum CUF specified in PPA, penalty shall be levied at the rate of 1.5 Times of PPA tariff for the shortfall generation corresponding to PPA specified CUF for the contracted capacity of the project. However, this penalty shall not be applicable in events of Force Majeure identified under PPA with GUVNL affecting supply of power by RE Developer.
- V. Excess injection of energy generation beyond maximum stipulated CUF corresponding to the PPA contracted capacity shall be considered as inadvertent flow of energy.
- VI. The Power Producer shall not sell the power from Contracted Capacity to any other third party including Power Exchanges. In case the Power Producer fails to offer the contracted power as per the agreement to DISCOM and sells this power to any other third party, the damages shall be recovered from seller for an amount equal to higher of : (a) 1.5 times the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third parties on account of sale of the contracted power. These damages shall be in addition to other penalties / liquidated damages specified in the PPA.
- VII. DISCOM shall not be obliged to purchase power generated from the project beyond CUF limit as mentioned in clause No (ii) above in a contract year. CUF criteria will not be applicable in year of COD and year of termination of PPA.

5.2 Tariff

- I. DISCOM shall pay to the Power Producer every month for the Delivered Energy as certified in the SEA by Gujarat SLDC, for the Term of this Agreement from the COD, the tariff payable by DISCOM for energy purchased shall be as below.
- II. Wind Projects : DISCOM may procure power at a pre-fixed levelized tariff as per the mechanism decided by GERC i.e. simple average of tariffs discovered and contracted under the competitive bidding process conducted by GUVNL for wind projects in the preceding 6 months period, i.e. either April to September or October to March, as the case may be which shall be applicable for signing of PPAs in subsequent 6 month period and such tariff shall remain fixed for the 25 term of the PPA.
 "Further, in case generic tariff is determined by GERC for wind project and such tariff is lower than tariff as stated in above para, lower tariff will be applicable for purchase of wind power from such project and the same shall be fixed for entire term of PPA."

- III. As per above clause (ii), DISCOM shall pay a fixed tariff of Rs ____ / unit as agreed by the parties, upon commissioning of project (as certified by GEDA) for the net delivered energy as certified in SEA published by Gujarat SLDC during the period of 25 years life of the project.

5.2 Charges

- I. For each KVARH drawn from the grid, the Power Producer shall pay to GETCO / DISCOM at the rate determined by GERC from time to time.
- II. 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 1 lakh per project per transaction plus GST @ 18% as facilitation fee shall be deposited by the Power Producer to DISCOM.
- III. The Intra-State ABT is already implemented in the State. Energy certified by SLDC in the SEA shall be considered for monthly energy bill. The other provisions of Intra-State ABT and Open Access and other Regulations of GERC / CERC and amendments thereto from time to time shall be applicable. The provisions of GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of solar and wind Generation Sources) Regulations, 2019 as amended from time to time shall be applicable.

5.4 Compensation

No any compensation shall be applicable in case of unavailability of transmission line during operation period.

ARTICLE: 6 – BILLING AND PAYMENT

6.1 Billing Provision

The billing will be on monthly basis. DISCOM will be billed by the Power Producer based on energy as certified by SEA of Gujarat SLDC following the end of each month for the energy supplied. Any bill raised after a period of three years from the date of certification of SEA shall be barred by limitation and shall not be payable.

6.2 Payment

DISCOM shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the tariff invoice by the designated office of the DISCOM.

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 shall be reimbursed by GUVNL / DISCOM as per terms of notification.

6.3 Late Payment

For payment of Monthly bill by DISCOM, if paid after Due Date of Payment, a late payment charge shall be payable by DISCOM to the Power Producer at the rate of seven (7) percent in excess of SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount of outstanding payment, calculated on a week or part thereof basis viz.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \quad \text{per week or part thereof.}$$

6.4 Rebate

For payment of monthly Bill by DISCOM, if paid before Due Date of payment, a Rebate shall be deducted by DISCOM at the rate 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 of outstanding payment, calculated on a week or part thereof basis viz.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \quad \text{per week or part thereof.}$$

6.5 Payment of Supplementary Bill

- I. Either party may raise a ("Supplementary Bill") for payment on account of adjustments required by the Energy Accounts (if any) and such Supplementary Bill shall be paid by the other Party.

- II. The Parties shall remit all amounts due under a Supplementary Bill to the Designated Account by the Due Date.
- III. The Rebate and Late Payment Surcharge shall be applicable at the same terms applicable to the Monthly Bill.

6.6 Disputed Bills

- I. If DISCOM does not dispute a Monthly Bill or a Supplementary Bill raised by the power producer within thirty (30) days of receiving such Bill shall be taken as conclusive.
- II. If DISCOM disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 100% undisputed amount of the invoice amount and it shall within fifteen days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:
 - The details of the disputed amount;
 - Its estimate of what the correct amount should be; and
 - All written material in support of its claim.
- III. If the power producer agrees to the claim raised in the Bill Dispute Notice, the solar project developer 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.
- IV. If the power producer does not agree to the claim raised in the Bill Dispute Notice, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to DISCOM providing:
 - Reasons for its disagreement;
 - Its estimate of what the correct amount should be; and
 - All written material in support of its counter claim.
- V. Upon receipt of the Bill Disagreement Notice by DISCOM, authorized representative(s) of DISCOM and power producer shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.
- VI. If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice, the matter shall be referred to Dispute resolution in accordance with Article 11 of PPA.
- VII. For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, DISCOM shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount of the invoice amount in the Monthly Bill.

ARTICLE: 7 – METERING AND COMMUNICATION

7.1 Reading, Correction and Installation of Meters

- I. The metering point will be at the receiving end of GETCO substation / DISCOM Network as the case may be. For the purpose of energy accounting the Power Producer shall install ABT compliant meter equipped with Automatic Meter Reading (AMR) at the metering point at the cost of Power Producer.
- II. To optimize costs, common dedicated transmission line may be set up by a cluster of adjoining developers with appropriate metering at their respective end of project as well as common meter for such project developers at the Interconnection Point. In such case, the energy injection by Power Producer at receiving end shall be worked out on the basis of metering of common meter appropriately apportioned as per meter reading at sending end meter of Power Producer by DISCOM / SLDC / ALDC.
- III. Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2006 and amendment thereto. GETCO / DISCOM / SLDC / ALDC shall stipulate specifications in this regard.
- IV. For facilitating energy accounting & certification, the meters shall mandatorily be ABT compliant equipped with Automatic Meter Reading (AMR) system at project end, sending end pooling station and interface point i.e. 66 KV Sub-station of GETCO as per specifications stipulated by GETCO / DISCOM / SLDC / ALDC.
- V. In addition to main meter, a back-up meter shall be required to be installed by the power producer. In the event that the Main Metering System is not in service as a result of maintenance, repairs or testing, then the Backup Metering System shall be used during the period the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.
- VI. Energy accounting shall be carried out on monthly basis. The responsibility of meter reading at project end, sending end pooling station and interconnection point will be on respective DISCOM / ALDC.
- VII. The responsibility of sealing and accuracy of generation meter at project end and panel meter at receiving sub-station will be on DISCOM.

7.2 Sealing and Maintenance of Meters.

- I. The Main Metering System and the Backup Metering System shall be sealed in the presence of representatives of Power Producer and GETCO / DISCOM.
- II. When the Main Metering System and / or Backup Metering System and / or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Power Producer and at Power Producer's cost, as soon as possible.
- III. Any meter seal(s) shall be broken only by GETCO / DISCOM's representative in the presence of Power Producer representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.
- IV. All the Main and Check Meters shall be calibrated at least once in a period of one years.
- V. In case, of main and check meters found defective, the energy account will be carried out at generation meter installed at project end after accounting line losses.

7.3 Records

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this agreement and the operation of the Power Plant. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating log at the Power Plant with records of:-

- a. Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;
- b. any unusual conditions found during operation / inspections;
- c. chart and printout of event loggers, if any, for system disturbances/ outages;
- d. All the records will be preserved for a period of 36 months.

ARTICLE: 8 – FORCE MAJEURE

8.1 Force Majeure Events

- a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance ("a Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:
- i) acts of God;
 - ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;
 - iii) acts of war (whether declared or undeclared), invasion or civil unrest;
 - iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or GUVNL of any Law or any of their respective obligations under this Agreement);
 - v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;
 - vi) earthquakes, explosions, accidents, landslides; fire;
 - vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;
 - viii) chemical or radioactive contamination or ionizing radiation; or
 - ix) damage to or breakdown of transmission facilities of GETCO/ DISCOMs;
 - x) Exceptionally adverse weather 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 STU and/or delay in readiness of the InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the InSTS network, will be considered as a factor attributable to the STU / transmission licensee and beyond the control of the Parties subject to the following;
 - (a) The InSTS sub-station at the Delivery Point and the power evacuation and transmission infrastructure of the 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 STU and/or there is a delay in readiness of the InSTS sub-station at the delivery point, including

readiness of the power evacuation & transmission infrastructure of the InSTS network until SCSD of the project and it is established that;

- (c) The Power Producer has complied with the complete application formalities as per the connectivity procedure(s) and the InSTS sub-station at the delivery point at the power evacuation and transmission infrastructure of the InSTS Network with which the Power Producer had applied for connectivity, was scheduled for completion on or before the SCSD of the project and;
 - (d) The Power Producer has adhered to the applicable procedure in this regard as notified by the GERC / STU and;
- 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 equipment;
 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. Such notice of Force Majeure shall be a precondition for recognition of and for claiming any relief for Force Majeure under this Agreement.

- d) The affected Party shall also give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.
- e) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.1 Available Relief for a Force Majeure Event:

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

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

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

ARTICLE: 9 – CHANGE IN LAW

9.1 Definition

9.1.1 "Change in Law" shall refer to the occurrence of any of the following events 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.
- b) 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.

9.2 Relief for Change in Law

9.2.1 In case Change in Law results in the Power Producer's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Power Producer shall be appropriately increased or decreased with due approval of Hon'ble GERC.

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

9.2.3 The revised tariff shall be effective from the date of such Change in Law as approved by Hon'ble GERC, the Parties hereto have caused this Agreement to be executed by their fully authorised officers, and copies delivered to each Party, as of the day and year first above stated.

ARTICLE: 10 – TERM, TERMINATION AND DEFAULT

10.1 Term of the Agreement:

This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years (Twenty Five) from the Commercial Operation Date of the Project. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.

Survival: The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 8 (Force Majeure), Article 10 (Term, Termination and Default), Article 11 (Dispute Resolution), Article 12 (Indemnity), Article 13 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

10.2 Events of Default:

10.2.1 Power Producer's Default: The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer:

- a) Failure to commission the project by scheduled commercial operation date beyond the period mentioned in Article 3.3.
- b) Fails to supply power in terms of the PPA
- c) O & M Default on part of Power Producer
- d) Failure or refusal by Power Producer to perform any of its material obligations under this Agreement.
- e) Power Producer fails to make any payment required to be made to DISCOM under this agreement within three (3) months after the due date of a valid invoice raised by the DISCOM on the Power Producer.
- f) If the Power Producer (i) assigns or purports to assign its assets or rights in violation of this agreement; or (ii) transfers or novates any of its rights and / or obligations under this agreement, in violation of this agreement.
- g) If the Power producer becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Power producer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to the Power Producer and expressly assumes all obligations under this agreement and is in a position to perform them; or
- h) The Power Producer repudiates this agreement.
- i) Failure to maintain the shareholding/ownership of the project before completion of one year from the date of COD. Any change in ownership of the project shall be allowed only after expiry of one year from commissioning of the project with prior consent of DISCOM.

- j) Occurrence of any other event which is specified in this Agreement to be a material breach / default of the Power Producer or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Wind Power Generator shall be construed to be in default.

10.2.2 DISCOM's Default:

The occurrence of any of the following at any time during the Term of this Agreement shall constitute an Event of Default by DISCOM:

- I. Failure or refusal by DISCOM to pay any portion of undisputed monthly bill for a period of 90 days after due date.
- II. DISCOM repudiates this Agreement.
- III. If DISCOM becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of DISCOM is for the purpose of a merger, consolidation or reorganization and where the resulting entity expressly assumes all obligations under this agreement and is in a position to perform them.

10.3 Termination:

10.3.1 Termination for Power Producer Default: Upon the occurrence of an event of default as set out in sub-clause 10.2.1 above, DISCOM may deliver a "Default Notice" to the Power Producer in writing, shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Power Producer to remedy the same. Where a "Default Notice" has been issued with respect to an Event of Default, which requires the co-operation of both DISCOM and the Power Producer to remedy, DISCOM shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations.

- a) At the expiry of 30 (thirty) days from the delivery of this default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, the Power Producer shall have liability to make payment toward compensation to DISCOM equivalent to six (6) months' billing at contracted CUF of ___% of the charges for its contracted capacity. This compensation shall be applicable only in case of termination of project after commissioning of project. Further, the DISCOM shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.
- b) In addition to the levy of damages as aforesaid, in the event of a default by the Wind Power Generator, the lenders shall be entitled to exercise their rights to seek substitution of the wind Power Generator by a selectee, in accordance with the substitution agreement and in concurrence with DISCOM. However, in the event the lenders are unable to substitute the defaulting Wind Power Generator within the period stipulated by DISCOM, DISCOM may terminate the PPA by issuing a "Termination Notice"
- c) The lenders in concurrence with DISCOM, may seek to exercise right of substitution under Article 10.3.1 (a.) by an amendment or novation of the PPA in favour of the selectee. The Wind Power Generator shall cooperate with DISCOM 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. 1 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to DISCOM.

10.3.2 Termination for DISCOM's Default: Upon the occurrence of an Event of Default as set out in sub-clause 10.2.2 above, the Power Producer may deliver a Default Notice to DISCOM in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon DISCOM to remedy the same.

DISCOM with the prior consent of the Power Producer may novate its part of the PPA to any third party, including its Affiliates within the period of 7 days following the expiry of notice period. In the event the aforesaid novation is not acceptable to the Power Producer, or if no offer of novation is made by the defaulting Procurer/ DISCOM within the stipulated period of 7 days, then the Power Producer may terminate the PPA and require the defaulting Procurer/ DISCOM to pay to the Power Producer, damages, equivalent to 6 (six) months billing at Contracted CUF of ___%, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Power Producer.

In the event of termination of PPA, any damages or charges payable to DISCOM, for the connectivity of the plant, shall be borne by DISCOM.

ARTICLE: 11 – DISPUTE RESOLUTION

- I. All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation.
- II. The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- III. Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.
- IV.** In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be adjudicated by GERC in accordance with law.

ARTICLE: 12 – INDEMNITY

- I. **Power Producer's Indemnity:** The Power Producer agrees to defend, indemnify and hold harmless DISCOM, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, DISCOM, or by an officer, director, sub-contractor, agent or employee of the DISCOM.

- II. **DISCOM's Indemnity:** DISCOM agrees to defend, indemnify and hold harmless the Power Producer, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of DISCOM, or by an officer, director, sub-contractor, agent or employee of DISCOM except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer.

ARTICLE: 13 – MISCELLANEOUS PROVISIONS

- I. **Governing Law:**
This Agreement shall be interpreted, construed and governed by the Laws of India.
- II. **Insurance:**
The Power Producer shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.
- III. **Books and Records:**
The Power Producer shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.
- IV. **Waivers:**
Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.
- V. **Limitation Remedies and Damages:**
Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.
- VI. **Notices:**
Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:

 In case of the Power Producer:
 Name: _____
 Designation: _____
 Address: _____
 Ph. Nos.: _____ Fax No.: _____

 In case of DISCOM/GUVNL:
 Designation: _____
 Address : _____
 Ph. Nos.: _____
- VII. **Severability:**
Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

VIII. Amendments:

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, DISCOM may consider any amendment or change that the Lenders may require to be made to this Agreement.

IX. Assignment:

Neither Party shall assign this Agreement nor shall any portion hereof without the prior written consent of the other Party, provided further that any assignee expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire contracted capacity.

Provided however, no approval is required from DISCOM for the assignment by the Power Producer of its rights herein to the Financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the Project.

In furtherance of the foregoing, DISCOM acknowledges that the Financing Documents may provide that upon an event of default by the Power Producer under the Financing Documents, the Financing Parties may cause the Power Producer to assign to a third party the interests, rights and obligations of the Power Producer thereafter arising under this Agreement. DISCOM further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the Power Producer to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the Power Producer thereafter arising under this Agreement.

X. Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between DISCOM and the Power Producer concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit, DISCOM and the Power Producer shall consult to resolve the inconsistency.

XI. Further Acts and Assurances:

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.

<p>FOR AND ON BEHALF OF POWER PRODUCER M/S.</p> <p>Authorised Signatory WITNESSES</p> <p>1. _____</p> <p>2. _____</p>	<p>FOR AND ON BEHALF OF DISCOM/GUVNL</p> <p>Authorised Signatory WITNESSES</p> <p>1. _____</p> <p>2. _____</p>
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SCHEDULE 1: Parameters and Technical Limits Of Supply

1. Electrical Characteristics

- Three phase alternating current : _____
- Nominal declared frequency : 50.0 Hz
- Final Voltage at Delivery Point : _____

Short circuit rating As a part of the detailed design process, the Power Producer shall calculate the short circuit rating (minimum and maximum), and supply this information to DISCOM / GETCO.

Note: The tolerances & Electrical characteristics variations and Basic Insulation level will be as per relevant grid code and CEA standards.

2. Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by GERC.

The maximum current and voltage waveform distortion shall be in accordance with the limits prescribed under Central Electricity Authority (Grid Standards) Regulations 2010, as amended from time to time.

3. Power Factor

The Power Producer shall maintain the Power Factor as per the prevailing GERC regulations and as may be stipulated / specified by GETCO / DISCOM from time to time. The Power Producer shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code.

4. Technical Limits of Voltage

- I. The nominal steady state electrical characteristics of the system are as follows:
 - a. Three phase alternating current at 50 Hertz plus or minus 0.5 Hertz
 - b. Nominal voltage of **11 KV/ 66 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 **11 KV / 66 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

- I. The generation voltage from the Wind Power Project of M/s. _____ is _____ KV. It uses unit connection of generator, generator transformer and unit transformer.
- II. The generated power at _____ KV will be stepped up to **11 KV/ 66 KV** at the Project Site and connected **11 KV/66 KV** at for the purpose of interconnection with the Grid System.

SCHEDULE 2: Approvals

- I. Consent from the GETCO / DISCOM for evacuation of the power generated by the ____ MW Wind Power Projects (to be taken before signing of PPA).
- II. Approval of the Electrical Inspectorate, Government of Gujarat for energization of the transmission line and the wind project installed at the Project Site.
- III. Certificate of Commissioning of the Wind Power Project issued by GEDA.
- IV. Permission from all other statutory and non-statutory bodies required for the Project Clearance from Department of Forest, Ecology and Environment, if required

SCHEDULE 3: Project Location Details

Capacity (MW)	Location Details	Sub-station / Line / Metering / Interconnection Details

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Current & Saving Account Statement

GUVNL
SARDAR PATEL VIDYUT BHAVAN
RACE COURSE ROAD
VADODARA
VADODARA

Account Statement as of 28-03-2024 16:38:27 +0530

Account Holders Name	GUJARAT URJA VIKAS NIGAM LTD
Customer Id	92060019
Branch Name	AHMEDABAD VEJALPUR LCB
MICR Code	380015025
IFSC Code	CNRB0003189
Searched By	From 28 Mar 2024 To 28 Mar 2024
Account Number	0343261015061
Account Currency	INR
Product Name	Open Cash Credit - General
Opening Balance	Rs. 1,67,95,690.36
Closing Balance	Rs. 1,67,83,190.36

Txn Date	Value Date	Cheque No.	Description	Branch Code	Debit	Credit	Balance
28-03-2024 14:40:17	28 Mar 2024	000190552075	Funds Transfer Debit - GUJARAT ELEC REG COMM	160	12,500.00		1,67,83,190.36

Disclaimer:

Unless the constituent brings to the notice of the bank any discrepancy/ errors/ omission/ unauthorised debits immediately, the entries in such pass sheet shall be deemed as correct and shall bind the constituent for all purposes and intents beware of phishing attacks through emails or fake website (MB users are requested to note that Canara Bank does not seek any information through email. Do not click on any link which has come through email from unexpected sources. It may contain malicious code or could be an attempt to "phish". Always login through www.canarabank.com. Please beware of phishing change in the address of Account holder/ PA holder, if any, may please be informed to the branch along with address proof.

If you have any Banking Grievance, lodge complaint in <https://canarabank.net.in/cpgrs/login.aspx>. If not satisfied with the resolution, you can contact Banking Ombudsman.

Centralized Receipt & Processing Center (CRPC) Office of Banking Ombudsman,

Reserve Bank of India,

4th Floor, Central Vista,

Sector-17, Chandigarh-160017

Toll Free No 14448

Online Complaint Registration Portal: <https://cms.rbi.org.in>

Aditya
Leval

G.E.R.C.
Inward No. *1624*
Date: *30 MAR 2024*





Please accept the fees of ₹ 12500/- subject to verification of G.E.R.C. (Res, Fines & charges) Regulations, 2005.

Nandu
30/3/24

Account officer

737

	Gujarat Urja Vikas Nigam Limited		
	Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007	An ISO 9001:2015 Certified Company Phone: 0265-2311797, Fax No. 0265-2327483	
CIN U40109GJ20045GC045195			
REF NO: GUVNL/GM(RE)/SE RE-1/ 457			Date: 28-03-24

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

By RPAD

Sub: Deficiencies in Petition dated 07.03.2024 in the matter of Petition under Section 86 (1) (a), (b) & (e) of the Electricity Act, 2003 and other applicable provisions of the Electricity Act, 2003 for procurement of power under the Government of Gujarat "Gujarat Renewable Energy Policy- 2023".

Ref: GERC/Legal/2024/696 dated 20.03.2024

Respected Sir,

With reference to above subject, GERC vide letter under ref has informed to pay balance fees of amount Rs.12500/- for the petition at the subject.

The required amount of Rs. 12,500/- has been paid on 28.03.2024 vide cheque no 000190552075 dated 28.03.2024. The bank statement is attached here with.

Yours Sincerely,


(H N Shah) 28/3/24
General Manager (RE)
GUVNL

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Varun Gupta

Saturday, March 30, 2024 at 16:09:15 India Standard Time

Subject: FW: Scan Copy of the deficiency letter in Petition and IA.
Date: Friday, 29 March 2024 at 2:54:53 PM India Standard Time
From: M M PANDYA
To: Varun Gupta
CC: sere1.guvnl@gebmail.com, gbhavani.guvnl@gebmail.com
Attachments: Def in Petition.pdf, Letter to GERC for balance payment.pdf

Respected Sir,

Please find attached letter regarding payment of balance fee of Rs 12,500/- in petition for procurement of power under Gujarat Renewable Energy Policy-2024.

Regards

M M Pandya
Deputy Engineer
RE Cell, Commerce Department,
GUVNL.

Mo no 9925209301

From: Varun Gupta [<mailto:varun@gercin.org>]
Sent: 20 March 2024 15:32
To: GUVNL; md.guvnl@gebmail.com; gmipp.guvnl@gebmail.com; gbhavani.guvnl@gebmail.com
Cc: D. R. Parmar; Bhavesh Shah
Subject: Scan Copy of the deficiency letter in Petition and IA.

Respected Sir,


Please find attached the deficiency letter in the Petition and IA filed by GUVNL.

Thanks,

Varun Gupta,
Executive Legal,
Gujarat Electricity Regulatory Commission.

2350/2024

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	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	
REF NO: GUVNL/GM(RE)/SE RE-1/ 457			Date: 28-03-24

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

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Yours Sincerely,

(H N-Shah) 28/3/24
 General Manager (RE)
 GUVNL

Director
 5/4/24

Legal
 06/04/24

	G.E.R.C.
Inward No.:	No - 1734
Date:	= 5 APR 2024

Already processed and Petition is registered and numbered as Petition No 2350/2024.
 06/04/24

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Current & Saving Account Statement

GUVNL
SARDAR PATEL VIDYUT BHAVAN
RACE COURSE ROAD
VADODARA
VADODARA

Account Statement as of 28-03-2024 16:38:27 +0530

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If you have any Banking Grievance, lodge complaint in <https://canarabank.net.in/cpgrs/login.aspx>. If not satisfied with the resolution, you can contact Banking Ombudsman:

Centralized Receipt & Processing Center (CRPC) Office of Banking Ombudsman,

Reserve Bank of India,

4th Floor, Central Vista,

Sector-17, Chandigarh-160017

Toll Free No 14448

Online Complaint Registration Portal: <https://cms.rbi.org.in>



Subject: FW: Public Notice regarding Petition No 2350 of 2024 filed by GUVNL.
Date: Thursday, 5 September 2024 at 1:06:13 PM India Standard Time
From: D. R. Parmar
To: Wasim Ansari, Varun Gupta
Attachments: Public Notice English Gujarati google gujarati font.pdf

Please put up on our website.

Dharmendra R. Parmar
Director
Gujarat Electricity Regulatory Commission
Gandhinagar

(Mob: 94270 05848)

From: M M PANDYA <greenh.guvnl@gebmail.com>
Date: Thursday, 5 September 2024 at 12:54 PM
To: D. R. Parmar <drparmar@gercin.org>
Cc: gmre@gebmail.com <gmre@gebmail.com>, sere1.guvnl@gebmail.com
<sere1.guvnl@gebmail.com>
Subject: Public Notice regarding Petition No 2350 of 2024 filed by GUVNL.

Respected Sir,

In compliance to Hon'ble GERC daily order dated 08.08.2024 for petition No 2350 of 2024, the copy of public notice issued in Gujarati and English Newspaper is submitted herewith. Further, copy of petition along with notice is also published on GUVNL web-site in notice section.

This is for your kind information please.

Regards

M M Pandya
Deputy Engineer
RE Cell, Commerce Department,
GUVNL.

Mo no 9925209301

**GUJARAT URJA VIKAS NIGAM LIMITED**

Sardar Patel Vidyut Bhavan, Race Course, Vadodara 390007
PBX : (0265) 2310582-86, Web : www.guvnl.com
CIN U40109GJ2004SGC045195

PUBLIC NOTICE

Gujarat Urja Vikas Nigam Limited (GUVNL) has filed petition No 2350/2024 before the Hon'ble Gujarat Electricity Regulatory Commission (GERC) under Section 86 (1) (a), (b) & (e) of the Electricity Act, 2003 and other applicable provisions of the Electricity Act, 2003 for procurement of power from solar projects above 0.5 MW up to 4.0 MW and Wind projects above 0.5 MW to less than 10 MW under clause No 16.3 of "Gujarat Renewable Energy Policy- 2023".

The stakeholders / objectors may file their objections/suggestion in the matter to The Secretary, Gujarat Electricity Regulatory Commission, 6th Floor, GIFT one, Road 5C, Zone 5, GIFT city, Gandhinagar – 382 355 in five copies along with affidavit in support of their submissions with a copy to the Petitioner within 30 days of issuance of public notice. The petition is uploaded on GUVNL website www.guvnl.com

Date: 31/08/2024

General Manager (RE)



GUVNL

ગુજરાત ઉર્જા વિકાસ નિગમ લિમિટેડ

સરદાર પટેલ વિદ્યુત ભવન, રેસકોર્સ, વડોદરા ૩૯૦ ૦૦૭

PBX : (૦૨૬૫) ૨૩૧૦૫૮૨-૮૬, વેબ: www.guvnl.com

CIN U40109GJ2004SGC045195

જાહેર સૂચના

ગુજરાત ઉર્જા વિકાસ નિગમ લિમિટેડ દ્વારા નામદાર ગુજરાત વીજ નિયમન આયોગ (GERC) સમક્ષ, ઈલેક્ટ્રીસીટી એક્ટ ૨૦૦૩ ની કલમ ૮૬ (૧) (a), (b) & (e) હેઠળ ૦.૫ મેગાવોટ થી ૪.૦ મેગાવોટ ના સોલાર પ્રોજેક્ટ અને ૦.૫ મેગાવોટ થી ૧૦ મેગાવોટ નીચેના વિન્ડ પ્રોજેક્ટ પાસેથી ગુજરાત રીન્યુએબલ એનર્જી પોલીસી - ૨૦૨૩ ની કલોઝ નં ૧૬.૩ મુજબ પાવર ખરીદવા માટે પીટીશન નં ૨૩૫૦ / ૨૦૨૪ દાખલ કરેલ છે.

જે અંતર્ગત લાગતા વળગતા પક્ષકારો પાસેથી વાંધા / સૂચનો આ સૂચનાની તારીખથી ૩૦ દિવસની સમય મર્યાદામાં મંગાવવામાં આવે છે. પક્ષકારોએ પોતાના વાંધા/સૂચનો એફિડેવિટ કરાવીને પાંચ નકલમાં સચિવશ્રી, ગુજરાત વીજ નિયમન આયોગ, છઠ્ઠો માળ, ગિફ્ટ વન, રોડ પ-સી, ઝોન ૫, ગિફ્ટ સીટી, ગાંધીનગર - ૩૮૨ ૩૫૫ સરનામે મોકલી તેની એક નકલ ગુજરાત ઉર્જા વિકાસ નિગમ લિમિટેડને મોકલવા વિનંતી. પિટિશનની નકલ www.guvnl.com વેબસાઈટ પર ઉલબ્ધ છે.

તા. ૩૧/૦૮/૨૦૨૪

જનરલ મેનેજર (આર.ઈ.)