

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR**

FILING No:

PETITION No:

IN THE MATTER OF:

Approval of Power Purchase Agreement to be signed by Gujarat Urja Vikas Nigam Limited (GUVNL) with Gujarat State Electricity Corporation Limited (GSECL) under the bilateral mode from Pilot project of grid connected 35 MW Solar PV Project with 57 MWh of Battery Energy Storage System to be set-up in Kutch Lignite Thermal Power Station at Pandhro.

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

RESPONDENT **Gujarat State Electricity Corporation Limited**
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara - 390 007

PETITION UNDER SECTION 86(1) (b) OF THE ELECTRICITY ACT, 2003 FOR APPROVAL OF POWER PURCHASE AGREEMENT TO BE SIGNED BY GUJARAT URJA VIKAS NIGAM LIMITED (GUVNL) WITH GUJARAT STATE ELECTRICITY CORPORATION LIMITED (GSECL) UNDER THE BILATERAL MODE FROM PILOT PROJECT OF GRID CONNECTED 35 MW OF SOLAR PV AND 57 MWH BATTERY ENERGY STORAGE SYSTEM TO BE SET-UP IN KUTCH LIGNITE THERMAL POWER STATION AT PANDHRO.

MOST RESPECTFULLY SHOWETH:

- 1) The present Petition is being filed by the Petitioner, Gujarat Urja Vikas Nigam Limited (GUVNL), a company incorporated under the provisions of the Companies Act, 1956 with its registered office at Sardar Patel Vidyut Bhavan, Race Course, Vadodara. The Petitioner is a licensee and the entity undertaking bulk purchase of electricity from generating companies and other sources and bulk sale of electricity to the State Distribution Licensees.



- 2) The Government of Gujarat ("GoG") has notified the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003 in May 2003 for the reorganization of the entire power sector in the State of Gujarat.
- 3) Pursuant to the Gujarat Electricity Industry Reorganization and Comprehensive Transfer Scheme, 2003 notified under the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003, erstwhile Gujarat Electricity Board has been reorganised and its functions have been vested in different entities.
- 4) The activities of Generation, Transmission, Distribution, Bulk power purchase and supply undertaken by erstwhile Gujarat Electricity Board has been entrusted to separate seven functional entities. The generation activity is assigned to Gujarat State Electricity Corporation Ltd. (GSECL), the transmission activity is assigned to Gujarat Energy Transmission Corporation Ltd. (GETCO) and the distribution activity is assigned to four Distribution companies viz. Uttar Gujarat Vij Company Ltd. (UGVCL), Madhya Gujarat Vij Company Ltd. (MGVCL), Dakshin Gujarat Vij Company Ltd. (DGVCL) and Paschim Gujarat Vij Company Ltd. (PGVCL). Further, the function of Bulk purchase and Bulk sale of power on behalf of the State DISCOMs is assigned to the Petitioner - Gujarat Urja Vikas Nigam Ltd. (GUVNL) as per the re-organization scheme.
- 5) The Distribution Companies are mandated to procure power from Renewable Energy Sources as per the provisions of section 86(1)(e) of the Electricity Act, 2003 and in terms of Gujarat Electricity Regulatory Commission (Procurement of Energy from Renewable Energy Sources) Regulations, 2010 as amended from time to time.
- 6) In accordance with the same, the Petitioner on behalf of its four Distribution Companies has been entering into Power Purchase Agreements amongst others with various Renewable Energy Generators/Energy Storage System for procurement of renewable power and Energy Storage System from time to time.
- 7) Section 3 (1) of the Electricity Act 2003 requires the Central Government to formulate National Electricity Policy in consultation with CEA & State Government for inter alia, development of renewable sources of energy. In compliance with this provision the Central Government has notified the NEP 2005 and Tariff Policy 2016 elaborating the role of Regulatory Commissions, mechanism for promotion and harnessing of renewable source of energy, time frame for implementation etc.



8) Clause (b) of the Section 86(1) of the Electricity Act 2003 provide that the State Commission shall discharge following functions, namely:

(a) *“determine the tariff for generation, supply, transmission and wheeling of electricity, wholesale, bulk or retail, as the case maybe, within the State:*

Provided that where open access has been permitted to a category of consumers under section 42, the State Commission shall determine only the wheeling charges and surcharge thereon, if any, for the said category of consumers;

(b) – *“regulate electricity purchase and procurement process of distribution licensees including the price at which electricity shall be procured from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State.”*

9) Gujarat State Electricity Corporation Limited (GSECL) is a Gujarat Govt. promoted entity engaged in Power Generation activity from various renewable and conventional sources across Gujarat and subsidiary company of GUVNL.

GSECL has approached GUVNL vide letter dated 02.08.2021 (**Annexure-A**) for In-principle approval for power purchase on cost plus basis under Electricity Act, 2003 from a Pilot Project of Grid connected 35 MW Solar PV with Battery Energy Storage System (BESS) project at Kutch Lignite Thermal Power Station.

10) GSECL has approached GUVNL for in-principle approval purchase of power from Solar PV with BESS vide letter dated 12.01.2022 (**Annexure-B**), stating GSECL require in-principle approval from GUVNL to issue LOI to successful bidder under tender of EPC contractor M/s L&T Ltd, with contract rates & condition mentioned in letter.

11) GUVNL has given in-principle approval for Purchase of power from GSECL pilot project of grid connected 35 MW of Solar PV and 57 MWh of BESS project on cost plus basis under Section 62 of Electricity Act, 2003 vide letter dated 07.02.2022 (**annexure-C**). GUVNL has considered 17.52 MUs annual assured energy from the Battery Energy Storage System co-located with Solar PV.

12) The salient features of above projects are as under:

Project Capacity: 35 MW Solar PV with 57 MWh of BESS.

Output Units: 70 % of Energy from 35 MW of solar plant injected to Grid & 30 % of energy supplied to BESS for charging.



Solar PV Panels: Bifacial Solar modules with real time solar tracker.

Solar Plant CUF: 23.72 %

Solar PV PPA period: 35 MW Solar PV for 25 Years with 23.72 % CUF.

Battery Storage capacity: 57 MWh.

Battery Support to Grid: 4 hrs of Battery support to grid (Non solar hours).

Guaranteed output from BESS: 17.52 MUs annually for 12 years.

BESS PPA period: 57 MWh battery storage with assured energy of 17.52 MUs for 12 Years.

- 13) GUVNL vide letter 16.01.2023 (**Annexure-D**) has raised various aspects to reduce the levelized tariff offered from the above project of GSECL. Considering the aspects provided in above letter, GSECL has approached Ministry of New and Renewable Energy (MNRE) for Viability Gap Funding (VGF) vide letters 28.04.2023 & 21.09.2023 (**Annexure-E**). Recently, Ministry of Power has come up with Viability Gap Funding Scheme on 15.03.2024(**Annexure-F**), where Nodal agency will publish Battery Energy Storage RfS and only those participants are eligible for obtaining the benefits of VGF scheme. GSECL has provided levelized tariff of Rs. 5.35 per KWh including Solar Power and Storage for initial 12 years and for subsequent 13 years only Solar Power from the project.
- 14) In the view of above in-principle approval, GUVNL has put up the matter before GUVNL Board and Board has accorded an approval for purchase of power from the Solar and Battery Energy Storage System project to be set up at KLTPS by GSECL with the cap of Rs. 5.35 per KWh, vide BR 132.12/2145 dated 07.03.2024(**Annexure-G**).
- 15) In the view of above, GUVNL has forwarded the draft PPA to GSECL prepared in accordance with the Ministry of Power (MoP) guidelines of "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects." dated 28.07.2023(**Annexure-H**). The Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services dated 10.03.2022(**Annexure-I**), under Scope of the guideline various business cases are mentioned. At point No. 4, where it is mentioned that "these Guidelines shall be applicable for business cases identified above vide Sl. (ii) to (vii). For Sl. (i) above, i.e. in case of systems which contain RE generating stations along with BESS as a single Project (co-located or multi-located), the respective Standard Bidding Guidelines issued for procurement of power from Solar, Wind and Hybrid Power Projects, or the Unified Standard Bidding Guidelines, as issued



by the Ministry of Power, shall be applicable.” In accordance with above GUVNL has framed draft PPA in line with grid connected Solar PV Power Project.

In line with above, GSECL has done due diligence on the terms & conditions of above draft PPA and given confirmation to GUVNL on dated 03.08.2024 **(Annexure-J)**, that GSECL has agreed on term & condition on draft PPA under the bilateral mode from pilot project of grid connected 35 MW Solar PV Project with 57 MWh of Battery Energy Storage System to be set-up in Kutch Lignite Thermal Power Station at Pandhro.

16) GSECL has approached to GUVNL in consent of above draft PPA, the salient features of PPA are as under:

- i) As per Ministry of Power **guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects dated 28.07.2022** , the term of the PPA has been kept as 25 years from the commercial operation date of the entire project.
- ii) The Project to be set up at spare land of Kutch Lignite Thermal Power station, connected with STU grid.
- iii) Capacity Utilization Factor (CUF) is 23.72%. The Power Producer shall maintain generation so as to achieve annual CUF within + 10% and -15% of the contracted CUF till the end of 10 years from SCSD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the contracted annual CUF thereafter till the end of the PPA duration of 25 years.

The CUF shall be calculated on the Contracted Capacity as per under:

- a. For the first contract year starting from the SCSD and ending on 31st March of respective year, the CUF shall be calculated as under: if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%$, where "Z" = No. of days from SCSD to 31st March of respective year * 24.
- b. In any Contract Year except for first and last contract year, the CUF shall be calculated as under: if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%$.
- c. For the last contract year, the CUF shall be calculated as under: if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%$, where "Z" = No. of days from 1st April of respective year up to end date of PPA * 24.



- iv) In addition to above, Power Producer must maintain supply of 17.52 MUs on annual basis from the Battery Energy storage system co-located with the solar PV project, at KLTPS
- v) Power Producer shall inject 70% of energy directly to the grid and 30% of solar PV energy is to be stored in the battery energy storage system during the first 12 years of the agreement. Power Producer shall give priority for charging of Battery energy storage system based on available generation from the solar PV project to meet the required supply on daily basis, as per SLDC/ GUVNL schedule. From 13th year onwards, the entire generation from the Solar PV shall be injected directly into the grid.
- vi) The power producer is obligated to charge the full capacity of BESS during solar hours. SLDC in consultation with GUVNL shall provide the discharge schedule for the BESS during non-solar hours. Further, it is clarified that the schedule for discharge can be in any time-blocks between solar hours of two subsequent days. The Power Producer obligated to discharge accordingly.
- vii) The day-ahead schedule provided by SLDC in coordination with GUVNL shall be required to be confirmed by power producer, subject to discharge of energy corresponding to 4-hr Non-Solar Generation of Power supply from co-located BESS, in a day.

viii) **Shortfall in Generation:**

In case the project generates and supplies energy less than the energy corresponding to the minimum CUF & guaranteed energy from battery energy storage on an annual basis, the Power Producer will be liable to pay to GUVNL penalty for the shortfall in availability below such contracted CUF level & assured energy from battery storage on an annual basis, at 100% of the PPA Tariff. This will, however, be relaxable by GUVNL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the Power Producer.

However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with GUVNL, affecting supply of power by the Power Producer.

For example,

- i. For the Contract year starting from the SCSD and ending on 31st March of respective year, penalty on reduced CUF shall be calculated as under:
If 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%$,
where "Z" = No. of days from SCSD to 31st March of respective year * 24. If it is lesser than declared capacity than applied penalty on reduced CUF = $[(\text{Actual CUF} * Y * Z) - (\text{Declared CUF} * Y * Z)] * \text{PPA tariff}$.
- ii. For the Contract year starting from the SCSD and ending on 31st March of respective year, penalty on reduced CUF shall be calculated as under:
If 'X' MWh of energy has been metered out at Battery Energy Storage Point, Assured Energy from Battery Energy storage system = 17.52 MUs annually.



If energy from BESS is lesser than declared assured energy then applied penalty on reduced energy = [17.52 MUs annually energy from BESS- Energy measured at BESS point]*PPA tariff

ix) **Excess Generation:**

In case the generation is over and above declared annual CUF and annual assured generation from BESS, the Power Producer will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. GUVNL shall inform the power producer for procurement of excess power within 15 days of receiving a written intimation from the power producer for such excess generation. If in case GUVNL fails to reply to the power producer within the above stipulated time period then the generator shall be free to sell it to any other entity.

In case GUVNL purchases the excess generation than 23.72 CUF from the Solar PV and BESS project, the same may be done at 50 % (Fifty per cent) of the PPA tariff.

In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the power producer will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.

GUVNL Obligation:

GUVNL shall grant Must Run Status to the Project subject however to the considerations as stated under the PPA.

The Power Producer will be free to re-power their Plant(s) from time to time during the PPA duration, with intimation to GUVNL. However, GUVNL will be obliged to buy power only within the range of CUF (including energy from BESS) specified in the PPA.

x) **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 beyond Delivery Point the power is not evacuated, for reasons not attributable to the Power Producer. In such cases the generation compensation shall be addressed by GUVNL in following manner:

Duration of Grid Unavailability beyond Delivery Point	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a Contract Year (as defined in the PPA)	<p><i>Generation Compensation =</i></p> <p><i>((Applicable Tariff x RE power (MW) offered but not scheduled by GUVNL) 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 realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>



(b) Payment in case of reduced off take:

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

Reduced Offtake	Provision for Generation Compensation
Reduced Offtake beyond 175 hours in a year, as defined in the PPA	Generation Compensation = <i>((Applicable Tariff x RE power (MW) offered but not scheduled by GUVNL) X 1000 X No. of hours of Reduced Off-take</i> However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

For claiming compensation as above (a) & (b), the Power Producer must sell its power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the demand profile in the respective time-block and the quantum of power scheduled by the Buying Entity.

xi) **Change in Law:**

"Change in Law" shall refer to the occurrence of any of the following events notified after the date of issuance of order by GERC for adoption of tariff for the Project.

- (i) 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.



- (ii) 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.

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

xii) **Force Majeure Events:**

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

- i) acts of God;
- ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;
- iii) acts of war (whether declared or undeclared), invasion or civil unrest;
- iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or GUVNL of any Law or any of their respective obligations under this Agreement);
- v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;
- vi) earthquakes, explosions, accidents, landslides; fire;
- vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;
- viii) chemical or radioactive contamination or ionizing radiation; or
- ix) damage to or breakdown of transmission facilities of GETCO / DISCOMs;
- x) Exceptionally adverse weather conditions which are in excess of the statistical measure of the last hundred (100) years.

- b) **Force Majeure Exclusions:** Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:



1. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;
 2. Delay in performance of any contractor / sub-contractor or their agents;
 3. Non-performance resulting from normal wear and tear experience in power generation materials and equipments;
 4. Strike or Labour Disturbances at the facilities of affected parties;
 5. Insufficiency of finances or funds or the agreement becoming onerous to perform, and
 6. Non-performance caused by, or concerned with, the affected party's
 - I. Negligent and intentional acts, errors or omissions;
 - II. Failure to comply with Indian law or Indian Directive; or
 - III. Breach of, or default under this agreement or any Project agreement or Government agreement.
- c) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.
- d) The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.
- e) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.



Available Relief for a Force Majeure Event:

- i) 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.
 - ii) For avoidance of doubt, neither Party's obligation to make payments of money due nor 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.
 - xiii) Late Payment Surcharge shall be payable on the outstanding payment as per the provisions of Late Payment Surcharge Rules, 2022 and subsequent amendments thereof.
 - xiv) Power Producer event of default, GUVNL event of default and procedure for event of default of GUVNL & Power Producer standard clauses are provided in PPA.
- 17) **In regard to procurement of power under above PPA, GUVNL would like to highlight the following aspects:**
- a) **National Targets for RE** : As per Gol's commitment in revised Nationally Determined Contribution (NDC) at global level, 50% of total electrical installed capacity of the Country is to be tied up from non-fossil fuel based energy sources by 2030. GUVNL has been tying-up the wind and solar power considering the RPO targets notified by GERC & MoP, Gol from time to time.
 - b) **Steps taken to meet RPO** : The Ministry of Power, Government of India, vide office order dated 20.10.2023 (**Annexure-K**), has specified the long term RPO trajectory till 2029-30 and has fixed the minimum percentage of total consumption of electricity from RE sources. This trajectory is higher than the RPO trajectory notified by Hon'ble GERC. The comparison of RPO Trajectory as notified by MoP vis-à-vis Hon'ble GERC is tabulated as under (minimum percentage of total consumption of electricity):



Fin. Year	MoP RPO Trajectory (%)					GERC RPO Trajectory (%)				
	Wind	Hydro	Distributed RE	Other	Total	Wind	Solar	Hydro	Others	Total
2022-23	0.81	0.35	--	23.44	24.60	8.25	8.00	0.00	0.75	17.00
2023-24	1.60	0.66	--	24.81	27.07	8.40	9.50	0.05	0.75	18.70
2024-25	0.67	0.38	1.50	27.35	29.91	8.55	11.25	0.10	0.80	20.70
2025-26	1.45	1.22	2.10	28.24	33.01	Yet to be notified				
2026-27	1.97	1.34	2.70	29.94	35.95					
2027-28	2.45	1.42	3.30	31.64	38.81					
2028-29	2.95	1.42	3.90	33.10	41.36					
2029-30	3.48	1.33	4.50	34.02	43.33					

Accordingly, to fulfil RPO requirement notified by MoP substantial RE capacity addition is required.

- c) It is submitted that Ministry of Power, Gol has notified Renewable Purchase Obligation (RPO) and Energy Storage Obligation (ESO) trajectory till 2029-30, on dated 22-July 2022. In accordance with the same, the percentage of total energy consumed shall be through energy storage for the Obligated Entities to meet the Energy Storage Obligation (ESO) of Gujarat are as under:

F.Y.	% Storage
2023-24	1%
2024-25	1.50%
2025-26	2%
2026-27	2.50%
2027-28	3%
2028-29	3.50%
2029-30	4%

- d) Based on above, it is submitted that, if Energy Storage Obligation (ESO) meets through Battery Energy Storage System(BESS) considering 95% of annual Availability, up to FY 2029-30, then the requirement of Battery Energy Storage capacity will be as below:



	Demand (BUs)	% Storage	ESO(BUs) / year	MWh requirement / day	MW Storage Capacity (with 4 Hr /Day)(BESS)	Year On Year MW Storage Capacity Addition (with 4 Hr /Day)(BESS)
2023-24	130	1%	1.30	3,554	935	935
2024-25	139	1.50%	2.09	5,716	1,504	569
2025-26	150	2%	2.99	8,199	2,158	654
2026-27	161	2.50%	4.02	11,023	2,901	743
2027-28	173	3%	5.19	14,214	3,741	840
2028-29	186	3.50%	6.49	17,791	4,682	941
2029-30	201	4%	8.03	22,013	5,793	1,111

Source: DISCOM Demand Growth forecast from REPORT ON TWENTIETH ELECTRIC POWER SURVEY OF INDIA (VOLUME-I) (November-2022), Central Electricity Authority (CEA).

Based on above, GUVNL has initiated various tenders of standalone Battery Energy Storage System and tie-up from SECI to meet the requirement of Energy Storage Obligation, also to meet the grid stability requirement.

GUVNL various Battery Energy Storage tie-ups:

Sr. Nos.	Tie-up with	Type of Project	Capacity	Status
1.	SECI and GUVNL	Standalone BESS	150 MW / 300 MWh	Tariff adoption petition at CERC
2.	GUVNL and GENSOL ENG. & Indigird2	Standalone BESS	250 MW / 500 MWh (70 MW / 140 MWh & 180 MW / 360 MWh respectively)	Tariff adopted by Hon'ble GERC and BESPAs signed
3.	GUVNL and GENSOL ENG.	Standalone BESS	250 MW / 500 MWh + 250 MW / 500 MWh (Green-shoe option)	Tariff Adoption Petition Filed before Hon'ble GERC
Total Storage Capacity			900 MW / 1800 MWh	

In view of the above, the Petitioner has filed the present petition for the approval of Power Purchase Agreement appended herewith as **(Annexure –L)** signed between Gujarat Urja Vikas Nigam Limited (GUVNL) and Gujarat State Electricity Corporation Limited (GSECL) for procurement of Power under the bilateral mode from pilot project of grid connected 35 MW Solar PV Project with 57 MWh of Battery Energy Storage System to be set-up in Kutch Lignite Thermal Power Station at Pandhro.




18) **PRAYER:**

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

- a) To admit the present Petition;
- b) To approve the Power Purchase Agreement (**Annexure-L**) signed between Gujarat Urja Vikas Nigam Limited (GUVNL) and Gujarat State Electricity Corporation Limited (GSECL) for procurement of Power with Gujarat State Electricity Corporation Limited (GSECL) under the bilateral mode from pilot project of grid connected 35 MW Solar PV Project with 57 MWh of Battery Energy Storage System to be set-up in Kutch Lignite Thermal Power Station at Pandhro.
- c) To condone any inadvertent omissions/errors/shortcomings and permit the petitioner to make addition/change/modification/alter this filing and make further submissions as may be required at a future date;
- d) To crave relief for filing any further submissions;
- e) Pass any other Order as the Hon'ble Commission may deem fit and appropriate under the circumstances of the case, to avoid further delay and in the interest of justice.

PLACE: VADODARA

DATE: 21.08.2024


GUJARAT URJA VIKAS NIGAM LIMITED
PETITIONER

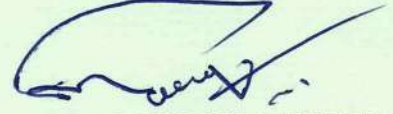


DECLARATION

Declaration that the 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 orders in relation thereto.

PLACE: VADODARA

DATED: 21.08.2024



GUJARAT URJA VIKAS NIGAM LIMITED

PETITIONER



BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR

FILING NO:

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Approval of Power Purchase Agreement to be signed by Gujarat Urja Vikas Nigam Limited (GUVNL) with Gujarat State Electricity Corporation Limited (GSECL) under the bilateral mode from Pilot project of grid connected 35 MW Solar PV Project with 57 MWh of Battery Energy Storage System to be set-up in Kutch Lignite Thermal Power Station at Pandhro.

PETITIONER

Gujarat Urja Vikas Nigam Limited

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

RESPONDENT

Gujarat State Electricity Corporation Limited

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

Regd. No. : 1885
Date : 21/08/2022

AFFIDAVIT

I, Nagajan Parmar Son of Hardas Parmar aged about 47 years resident of Vadodara do hereby solemnly affirm and state as under:

1. I am Executive Engineer working in Gujarat Urja Vikas Nigam Limited and am well conversant with the facts of the case and able to swear to the present Affidavit.
2. I, on behalf of the Petitioner, Gujarat Urja Vikas Nigam Limited have gone through the contents of the accompanying Petition and say that the contents stated therein are based on the records of Petitioner maintained in normal course of business and believed by me to be true.


DEPONENT



NOTARY PUBLIC

19/02/2025

19/02/2025

NOTARY PUBLIC

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of February, 2025.

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

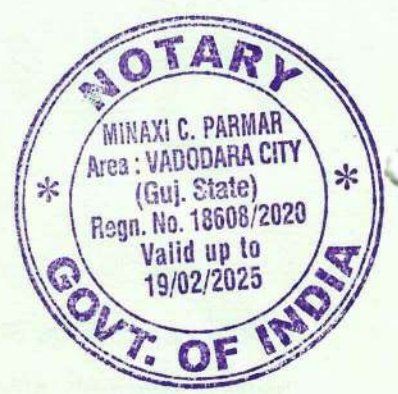
NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

19/02/2025



19/02/2025

VERIFICATION:

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

Identified before me.


DEPONENT

PLACE: VADODARA

DATE: 21.08.2024



ATTESTED

A 21/08/2024
MINAXI C. PARMAR
NOTARY, (Govt. of India)

My Commission Expires
on 19/02/2025



GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Vidyut Bhavan, Race Course, Vadodara, India – 390007. Ph. 91-265-6612131, Fax: 91-265-2341588
 e-mail: cepnp.gsecl@gebmali.com Website: www.gsecl.in
 CIN: U40100GJ19935GC019988

No. GSECL/PP/RE/BESS/892

Date: 02/08/2021

To,

General Manager (IPP)

Gujarat Urja Vikas Nigam Ltd,

Sardar Patel Vidyut Bhavan,

Race Course,

Vadodara-390007

Sub: “ Setting up of Pilot Project of Grid-connected 35 MW Solar PV with 35 MWH Battery Energy Storage System (BESS) project by GSECL at Kutch Lignite Thermal Power “

→ Regarding In principle approval for purchase of power.

Ref: 1) GSECL BR : 174.20.5474 dtd 27/07/2021

Dear Sir,

With India aiming to set up 450 gigawatt (GW) of renewable energy capacity by 2030, the challenge is meeting the demand for electricity without burning coal when the sun is no longer shining and the wind is not blowing. Therefore, deploying Battery Energy Storage System (BESS) will aid in order to mitigate renewable resources variability, and reduce congestion on the grid. Battery Energy Storage System (BESS) is an enabling technology. It can save consumers money, improve reliability and resilience, integrate generation sources, and help reduce environmental impacts. The growing renewable power capacity clubbed with energy storage will strengthen the rationale behind BESS. This will be useful in development of foot print in context to the development of energy storage systems on large scale in the Gujarat power scenario context.

Battery energy Storage System (BESS) provides flexibility for the grid, to ensure uninterrupted power to consumers, whenever and wherever they need it. This flexibility is critical to both reliability and resilience. As the cost of outages continues to rise, the value of enhanced reliability and improvements in resilience also increases. Battery energy Storage System (BESS) can also support the efficient delivery of electricity for inflexible, base load resources. When demand changes quickly, and flexibility is required, energy storage can inject or extract electricity as needed to exactly match load – wherever, and whenever it's needed. By introducing more flexibility into

the grid, energy storage can help integrate more solar, wind and distributed energy resources. It can also improve the efficiency of the grid – increasing the capacity factor of existing resources

Therefore, to make use of cutting-edge technology & availability of Power during Peak demand GSECL intends to take initiative for establishing Pilot Solar PV project with Battery Energy Storage System (BESS) will enable to implement renewable projects with Battery Storage in larger scale in coming years in the state of Gujarat. GSECL is having spare land available at Kutchh Lignite Thermal Power plant and also feasibility of evacuation of Power.

GSECL has worked out/analysed the feasibility of installing Solar PV projects with required Battery energy Storage System (BESS) at Kutchh Lignite TPS. Accordingly, GSECL has put up the proposal for approval from Board for Pilot Project of 35 MW Solar PV Plant with 57 MWH Battery Energy Storage System (BESS). GSECL board has vide BR under ref (1) has accorded its approval.

In this regard, an approval of your good office with regard to power purchase on Cost Plus basis under Electricity Act 2003 from Pilot Project of 35 MW Solar PV Plant with 57 MWH Battery Energy Storage System (BESS) is required. It will facilitate GSECL to invite EPC bids for development of Pilot Project.

Put up for kind perusal & further needful action in the subject matter.

Yours faithfully,

For and On behalf of GSECL,

(Handwritten signature)
02-08-2021
(D M Jethva)

I/c Chief Engineer (P&P)

GSECL, CO, Vadodara

Cfwcs to:

- 1) PS to MD, GUVNL, Vadodara
- 2) MD, GSECL, C.O, Vadodara



GUJARAT STATE ELECTRICITY CORPORATION LIMITED
 Vidyut Bhavan, Race Course, Vadodara, India - 390007. Ph. 91-265-6612131, Fax: 91-265-2341588
 e-mail: cepnp.gsecl@gmail.com Website: www.gsecl.in
 CIN: U40100GJ19935GC019988

Date: 12/01/2022

Ref No. GSECL/PP/RE/BESS/ 61

To,
 General Manager (IPP)
 Gujarat Urja Vikas Nigam Ltd,
 Sardar Patel Vidyut Bhavan,
 Race Course,
 Vadodara-390007

C.F.R. (Power)
 Dy. CAO (Solar/RE/Indus)
 D.E. (IPP)
 P.A.
 19 JAN 2022
 Manager (CC)
 Sr. Assit. (Trans) / J.E. (Trans)

Sub: " Setting up of Pilot Project of Grid-connected 35 MW Solar PV with 57 MWH Battery Energy Storage System (BESS) project by GSECL at Kutch Lignite Thermal Power "

→ Regarding In principle approval for purchase of power.

Ref: 1) GSECL BR : 174.20.5474 dtd 27/07/2021

2) GSECL Ltr : GSECL/PP/RE/BESS/892 dtd 02/08/2021

3) GSECL Tender : GSECL/ PP/RE&BD/ 35 MW (AC) Solar PV along with Min. 57 MWh BESS/ 03.09.2021

Dear Sir,

This has reference to GSECL letter under ref (1) wherein the "In Principle" of GUVNL for purchase of Power from Pilot Project of 35 MW Solar PV Plant with 57 MWH Battery Energy Storage System (BESS) was solicited.

In this regard it is to inform that GSECL has tenderised the project vide tender under ref (3). Technical bid of the EPC tender was opened on 07/12/2021. Following bidders had participated and techno-commercially qualified in GSECL tender.

Sr No	Name of Bidders.
1	M/s Azure Power India Pvt Limited
2	M/s Bharat Heavy Electricals Limited
3	M/s L & T Ltd
4	M/s Renew Solar Energy (Jharkhand One) Private Limited.

Price bid opening followed by E reverse auction, was carried out on 04/01/2022. After total of 60 nos of decrements M/s L & T Ltd has emerged as L-1 Bidder with following EPC price & O & M Price (i.e. NPV of 10 Years O & M).

IM (IPP)
 Dy. CAO (S)
 DEC (RE)

EPC Price	INR 334.54 Cr
NPV Of 10 Years if Comprehensive O & M	INR 22.17 Cr.

It is noteworthy to mention that in recent past SECI has carried out utility scale Competitive bidding for selection of EPC Contractor for BESS System. The details of the received EPC price are as under.

Sr No	Name of Project	EPC Price	Remarks
01	SECI LEH Project 50 MWH BESS with 20 MW (AC) / 50 MW (DC) Solar Plant	INR 364 Cr.	Price discovered is with old GST regime of 8.9 % as against present 13.8 %. Therefore, actual cost would be higher.
02	100 MW Solar PV Project with 120 MWH BESS at Chhattisgarh	INR 945 Cr.	NIL.

It is to delineate that GSECL has in its tender has asked to provide BESS system of min 57 MWH. Also, the minimum No of units for dispatch from BESS were kept constant @ 17,520,000 Kwh/ Year. Therefore, in order to keep 17,520,000 Kwh constant for ten years would require EPC contractor to oversize the BESS from 57 MWH. Likewise, it is evident that rate of Lithium has recently shot up by at least 30 %

Looking at above, it may be construed that the price received in GSECL tender for 35 MW Solar PV with 57 MWH Battery Energy Storage System (BESS) project is lowest in recent past and therefore the benchmark price. M/s L & T has submitted break-up of price which is attached herewith for your perusal.

As per GSECL tender; The price validity of bid is 120 days from 07/12/2021 i.e. till 06/04/2022.

Looking at above, an approval of your good office with regards to power purchase on Cost Plus basis under Electricity Act 2003 from Pilot Project of 35 MW Solar PV Plant with 57 MWH Battery Energy Storage System (BESS) is requested. It will facilitate GSECL to

place LOI & to finalize EPC contract for development of Pilot Project within validity of Bid.

Put up for kind perusal & further needful action in the subject matter.

Yours faithfully,

For and On behalf of GSECL,

Handwritten signature

Chief Engineer (P&P)
GSECL, CO, Vadodara

Cfwcs to:

- 1) Managing Director, GUVNL, Vadodara
- 2) Managing Director, GSECL, C.O, Vadodara

	<p>GUJARAT URJA VIKAS NIGAM LIMITED (An ISO 9001:2015 Certified Company) CIN:- U40109GJ20049GC048196</p> <p>Sardar Patel VidyutBhavan, Race Course, Vadodara: 390 007 Phone PBX : (0265) 2310582-86, Direct: (0265)2334751, 2340289 Fax No. 0265-2344543, 2337918 Web Site:www.guvnl.com</p>	<p></p> <p>Azadi Ka Amrit Mahotsav</p>
REF NO: GUVNL/COM/2022/GM(RE & IPP)/Solar with BESS/ 111		Date: 07/02/2022

To,
The Chief Engineer (P&P)
Gujarat State Electricity Corporation Limited
Race Course Circle,
Vadodara – 390007.

Sub.: GSECL's proposal for procurement of Power by "Setting up of Pilot Project of Grid-connected 35 MW Solar PV with 57 MWH Battery Energy Storage System (BESS) project to be installed by GSECL at KLTPS" on cost plus basis thereof.

- Ref:**
- (1) GSECL's BR: 174.20.5474 dtd 27.07.2021
 - (2) GSECL's Letter No. GSECL/PP/RE/BESS/892 dtd 02.08.2021
 - (3) GSECL's tender no. GSECL/PP/RE&BD/35 MW (AC) Solar PV along with minimum 57 MWH BESS/03.09.2021
 - (4) GSECL's Letter no. GSECL/PP/RE/BESS/61 dtd 12.01.2022

Sir,

This has reference to GSECL letter dated 12.01.2022 requesting GUVNL to give in-principle consent for procurement of power on cost-plus basis from their Pilot project of 35 MW Solar PV with 57 MWH BESS at KLTPS location.


In this regard, GUVNL hereby conveys **in-principal approval** for purchase of power on Cost plus basis under Sec 62 of Electricity Act 2003 from the said project subject to the following conditions:


1. Approval of GERC for purchase of such power under Sec 62 of Electricity Act 2003
2. The Tariff for purchase of Power on cost plus basis to be paid to GSECL shall be computed based on various aspects including but not limited to (1) Reduction in RoE (2) VGF received by GSECL from MNRE, if any (3) Feasibility of dual cycle operation of Battery (4) Over sizing of BESS by L&T, if any etc and the same shall also be subject to the approval of GERC

This is for your information and further needful.

Thanking you,

Yours faithfully,


(Sallaja Vachhrajani)
General Manager (RE & IPP)

o/c

 7/2/2022
 (DE-RE)

**GUJARAT STATE ELECTRICITY CORPORATION LIMITED**

VidyutBhavan, Race Course, Vadodara, India – 390007. Ph. 91-265-6612132

CIN: U40100GJ1993SGC019988

e-mail: cepn@gsecl.com gebmail.com Website: www.gsecl.in

Ref GSECL/BESSK/e-file/451/2023/1909

Date: 28.04.2023

By Speed Post

To,
The Hon'ble Secretary,
Ministry of New and Renewable Energy,
Atal Akshay Urja Bhawan,
CGO Complex, Lodhi Road, New Delhi - 110 003.

Sub: **PILOT PROJECT** of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system project at Kutch, Gujarat: Extension of benefit of VGF & other grants for the Pilot Project.

Ref (1) : Letter from PS- EPD, GoG to Seretary, MoP: SLR/11/2019/Gol-94/B1, Dtd 14.02.2022

(2) : TOL No 80, Dtd 13.04.2023

Respected Sir,

This is to bring to your kind attention that Gujarat State Electricity Corporation Limited (GSECL) has taken up the Pilot Project of Installation of 35 MW Solar Project with min 57 MWH Battery Energy Storage System conveyed vide letter under ref(1).

GSECL had concluded competitive bidding of pilot project of 35 MW Solar Project with min 57 MWH Battery Energy Storage System and awarded to M/s Larsen & Toubro Limited with a EPC project cost of INR 334.54 Cr inclusive of Taxes. Gujarat Urja Vikas Nigam Limited (GUVNL) would purchase the power from the Pilot Project of 35 MW Solar Project with min 57 MWH Battery Energy Storage System.

This pilot project is the largest utility scale Battery Energy Storage Project in the state of Gujarat. This project would help in understanding benefits of BESS in grid balancing, 'Firming' solar generation and providing resilience/back up power to the Grid during and electricity disruption etc.

In view of the above, it is a gentle request to accept GSECL's proposal for favorable consideration and grant approval for fund support through Central Financial Assistance.

Annexure-D

 G U V N L	GUJARAT URJA VIKAS NIGAM LIMITED	 75 Azadi Ka Amrit Mahotsav
<p>(An ISO 9001:2015 Certified Company)</p> <p>CIN:- U40109GJ2004SGC045195, Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007</p> <p>Phone PBX : (0265) 2310582-86, Direct: (0265)2334751, 2340289</p> <p>Fax No. 0265-2344543, 2337918</p> <p>Web Site:www.guvnl.com</p>		Date: 16/01/2023
REF No: GUVNL/COM/2022/GM(RE & IPP)/ 55		

To,
Shri D. M. Jethva,
Chief Engineer (P&P),
P&P Department,
Corporate Office,
Gujarat State Electricity Corporation Ltd.,
Vidyut Bhavan, Race Course,
Vadodara - 390 007

Sub.: GSECL's pilot project of grid connected 35 MW solar PV project with 57 MWh BESS to be installed at KLTPS.

Ref.: GUVNL's Letter No. GUVNL/COM/2022/GM(RE & IPP)/Solar with BESS/111, dtd.07/02/2022

Dear Sir,

GUVNL vide letter under reference has conveyed in-principle approval for purchase of power on Cost Plus Basis under Section-62 of the Electricity Act, 2003 from said project subject to approval of GERC. Also, it was also mentioned in said letter dated 07/02/2022 that tariff to be paid to GSECL shall be computed on various aspects including but not limited to (1) reduction in RoE (2) VGF received by GSECL from MNRE, if any, (3) Feasibility of dual cycle operation of BESS and (4) Over sizing of BESS by L&T.

In this regard, it is requested to submit the clarifications/further status on the above points and convey the latest status of the project. Further, GSECL is requested to submit GSECL's final proposal conveying estimated completion cost, expected tariff with break-up of all components of tariff with per unit storage cost, expected COD of the entire project; so that GUVNL may take-up the proposal for consideration and approval of GUVNL Board so that PPA can be signed between GUVNL & GSECL for the purpose of filing tariff petition on cost plus basis before Hon'ble GERC.

Also, it is to state that SECI has been granted fund support through PSDF for their BESS project of 500 MW/1000 MWh to be set up in Rajasthan. Therefore, it is requested to explore the possibility of seeking grant through PSDF from NLDC for subject pilot project of GSECL.

This is for your information & necessary action please.

Thanking you,

Yours faithfully,



(Sailaja Vachhrajani)
General Manager (RE & IPP)




O/c




GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Vidyut Bhavan, Race Course, Vadodara, India – 390007. Ph. 91-265-6612332

e-mail: cepnp.gsecl@gmail.com Website: www.gsecl.in

CIN: U40100GJ1993SGC019988

Ref. No.GSECL/RE/BESS/VGF/ 82

Date. 21/09/2023

By Speed Post

To,
Sh. Dilip Nigam Sir, Scientist 'G',
Ministry of New and Renewable Energy, Floor-5/ Phase-I,
Atal Akshay Urja Bhawan,
CGO Complex, Lodhi Road,
New Delhi - 110 003.

Sub:- Pilot Project of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system project at Kutch, Gujarat: **Extension of benefit of VGF & other grants for the Pilot Project.**

Ref: (1) Letter from PS- EPD, GoG to Secretary, MoP: SLR/11/2019/Gol-94/B1, Dtd 14.02.2022
 (2) TOL No 80, Dtd 13.01.2023
 (3) TOL No 1901, Dtd 28.04.2023
 (4) National Framework for promoting energy storage system issued in August-2023
 (5) Meeting between GSECL & MNRE officials at MNRE, Delhi on 21.08.2023
 (6) TOL No 42, Dtd 08.09.2023

Respected Sir,

With reference to the meeting held on 21.08.2023 between MNRE & GSECL officials at MNRE office, Delhi following is the submission for extension of benefit of VGF & other grants for the Pilot Project of 35 MW (AC) solar PV grid connected power plant along with min. 57 MWH battery energy storage system project at Kutch, Gujarat.

1. Requirement of Project:

It is known that for energy transition in energy mix regime, shifting from fossil fuel-based capacity to RE capacity. In this regard, it is important for RE to become dispatchable and assured peak power shall be available. This is possible only with the energy storage.

This will bring down the implementation cost of project and reduce the rate of power of this project through which complete ecology of Power System would be benefitted.

This is for your perusal and kind consideration please.

Thanking you.

For and On Behalf Of GSECL,

eSign

Signed by: CHAUDHARI MANHAR
JOGIBHAI
Location: Vadodara
Organization Unit: Gujarat State
Electricity Corporation Ltd.
Date: 01-May-2023 (04:18 PM)

Chief Engineer (P&P),
GSECL: CO: Vadodara.

Copy (By email) :

1. ED, GSECL
2. GM (IPP), GUVNL

Gujarat's total installed capacity has increased around 42.6 GW to 48.01 GW from 2021-22 to up-to june-2023. Share of renewable energy is increased from 22.68 GW to 23.38GW in the same.

Year	2021-22	2022-23	June- 2023
TOTAL CAPACITY (MW)	42661	45509	48010
RE MW	18577	21425	23227
CONVENTIONAL MW	22683	22683	23383

Gujarat peak electricity demand is fluctuating. Maximum peak demand in last 3 calendar year is shown in the below table;

Max Peak Month	August-2021	April-2022	June-2023
Peak Demand (MW)	19451	21464	22225

Further, in 2021, due to unavailability of capacity of approx. 2576 MW from private & central sector & uncertainty of RE power, GUVNL purchased power from short term/ real time power from market at the higher rate. Thus, at the time of inadequate RE generation, the Gujarat State may require to purchase the costly power from power exchanges at the price of Rs 8-10 per unit. This can be avoided by installation of proposed pilot project.

Considering the peak power requirement of DISCOMs, Gujarat State Electricity Corporation Limited (GSECL) has taken up the Pilot Project of Solar PV system with Battery Energy Storage System at its own land in lignite based power station at Dist. Kutch, Gujarat. Majority of the plant area is over the ash dyke area. Based on feasibility study and project report, Installation of 35 MW Solar Project with min 57 MWH (12MWH assure power) Battery Energy Storage System is designed and accordingly competitive bidding was invited. Assured peak power is designed to supply over 4 hours peak period.

GSECL had concluded competitive bidding of pilot project of 35 MW Solar Project with min 57 MWH Battery Energy Storage System and awarded to M/s Larsen & Toubro Limited with a EPC project cost of INR 334.54 Cr inclusive of Taxes. Gujarat Urja Vikas Nigam Limited (GUVNL) has in principle to purchase the power from the Pilot Project of 35 MW Solar Project with min 57 MWH Battery Energy Storage System.

This pilot project is the largest utility scale Battery Energy Storage Project in the state of Gujarat at that time (i.e. 2021). This project would help in understanding benefits of BESS in grid balancing, ensuring assured peak power to the Grid.

To encourage and support the BESS system pilot project and for passing the benefit to consumer at large, a grant in form of viability gap finance is essential requirement. Apart from the BESS technology, project is also combined with advanced Solar PV tracker system to maximize energy yield without further DC capacity addition.

Government of Gujarat has approached Ministry of Power for extending the benefit of VGF to GSECL's pilot project vide letter under ref (1). Further, in continuation to this proposal, GSECL has also approached MNRE to extend the financial support (if any) vide letter under ref (2), (3) and ref (6). The present proposal is submitted to Gujarat Urja Vikas Nigam Limited for the purchase of power at single LCOE INR 5.35 per Kwh. Assured peak power shall be provided from the project for maximum period of 4 hours in a day.

2. Project Overview:

The land is located at KLTPS Panandhro site which is located in the Kutch district of Gujarat state, India. The latitude 22.661344 and longitude 68.779812 is the geo co-ordinate of the KLTPS Panandhro site. Nearest City or Town located near KLTPS is Panandhro around 7.2 Kilometre. Project is spreaded across 333 acre land owned by the GSECL.

- The terrain on the land is uneven.
- The Proposed land are divide in numbers of plots.
- 220kV and 66kV transmission line passing through the plot.
- Artificial/Natural water pond area falls in project area
- Part of the land falls on Low line area
- Site is around 500 meter away from 66kV KLTPS Switch Yard.

Project Owner	GSECL	
EPC Contractor	M/s L&T	
Project Capacity (AC)	MW	35.00
Energy Supplied to BESS	%	30
Battery Storage Capacity	MW/MWh	12 MW/ 57 MWh
Power Rating	MW	12.00
Duration	Hours	4.00

Design Capacity	MWh	57.00
Solar Plant CUF	%	23.72
Supply Cost	INR Crores	309.71
Works Cost	INR Crores	24.82
Total Project EPC Cost	INR Crores	334.54

Project execution itself was a huge challenge for both the EPC contractor as well as GSECL. In the year 2022, rain in the monsoon season at the site broke the last 10 years record of rainfall which hampered the civil work of the project.

Moreover, pile design at the site was a challenge as PV tracker requirement and standards were not aligned which consumed significant time for design of the piles.

Lockdown in china hampered the supply of BESS system as well as other component of the project.

Project is expected to complete the commissioning in the month of December-2023.

3. Cost Benefit Analysis:

The following facts are considered for cost-benefit analysis.

GSECLS 35MW Solar PV with 57MWH BESS Project at KLTPS, Gujarat		
Project Capacity (AC)	MW	35.00
Energy Supplied to BESS	%	30
Battery Storage Capacity	MW/MWh	12 MW/ 57 MWh
Power Rating	MW	12.00
Duration	Hours	4.00
Design Capacity	MWh	57.00
Solar Plant CUF	%	23.72
Solar Plant EPC Cost	INR Crores	157.84
Battery Storage EPC Cost	INR Crores	176.70
Total Project EPC Cost	INR Crores	334.54
Operational Expenses	%	0.90
Annual Escalation Rate	%	3.00
Annual Performance Deration	%	0.60
Debt Fraction	%	75
Interest Rate of Loan	%	6.65
Equity Fraction	%	25
Debt Tenure	Year	10
Moratorium Period	Year	1
Discount Factor	%	7.50

Rate of S.L. Depreciation for Solar.	%	(a) 5.28 (b) 2.04
(a) Rate for First 12 years (b) Rate for next 13 years		
Rate of S.L. Depreciation for BESS for 10 years	%	7.50
Corporate Tax	%	34.94
Minimum Alternate Tax	%	17.47

Recently, Government of India has announced Viability Gap Funding for development of battery energy storage system. The said scheme envisages development of 4000 MWh BESS projects by 2030-31 with a financial support of up to 40% of the capital cost as budgetary support in the form of Viability Gap Funding.

In view of the above Sr. No. 1 to 3 & 6, it is a gentle request to accept GSECL's proposal for favorable consideration and grant approval for fund support through Central Financial Assistance.

This will bring down the implementation cost of project and reduce the rate of power of this project through which complete ecology of Power System would be benefitted.

This is for your perusal and kind consideration please.

Thanking you.

For Gujarat State Electricity Corporation Limited.

**P R
Chaudhari**

Digitally signed by P R Chaudhari
DN: cn=P R Chaudhari, o=Gujarat State
Electricity Corporation Limited,
ou=IP/IREI,
email=acore.gsecl@gehel.com, c=IN
Date: 2023.09.21 13:28:07 +05'30'

For Chief Engineer (P&P)
GSECL, CO, Vadodara

C.f.w.c.s. to:

1. Honorable Secretary, MNRE, Lodhi Road, New Delhi.
2. Principal Secretary, EPD, GoG, Gandhinagar.
3. ED, GSECL

Copy (By mail):

1. GM (F&A), GSECL
2. GM (PT), GUVNL

Annexure-F

F.No. 42-26/1/2022- RCM (Part 1)

Government of India

Ministry of Power

NRE Section

**Shram Shakti Bhawan, Rafi Marg
New Delhi, dated the 15th March, 2024**

Sanction Order

To,
Pay and Accounts Officer,
Ministry of Power,
Sewa Bhawan, R.K. Puram,
New Delhi – 110066.

Subject: Scheme for Viability Gap Funding for development of Battery Energy Storage Systems-reg.

Sanction of the President is hereby conveyed for the implementation of **“Scheme for Viability Gap Funding (VGF) for development of Battery Energy Storage Systems (BESS)”** for development of 4,000 MWh of BESS capacity.

2. The **salient features** of the scheme are as under: -

- i. The scheme period shall be three years from 2023-24 to 2025-26. Projects falling under the scheme will receive approval during this period, and the funds will be disbursed up to 2030-31.
- ii. VGF of up to 40% of capital cost for BESS shall be provided by the Central Government. The VGF shall be a non-recurring expenditure and shall be fully funded from central grant.
- iii. The projects are required to be commissioned within a period of 24 months from the date of signing of the agreement.

3. The Scheme, with a total outlay of ₹9,400 crores, includes a budgetary support of ₹3,760 crores. It will be administered as a Central Sector Scheme by the Government of India. Adequate budgetary provisions will be made in the annual budget each year.

4. **Disbursement of funds under the Scheme**

- i. The VGF amount to the eligible projects shall be disbursed in five tranches as given below.

Disbursement of VGF for BESS	%
On financial closure subject to bank guarantee and possession of 90 % of the total land required for the project by the developer	10

On Commercial Operation Date (COD)	45
Completion of 1 st year from COD	15
Completion of 2nd year from COD	15
Completion of 3rd year from COD	15
Total	100

- ii. The funds for provision of VGF support will be made available by the Ministry of Power according to the schedule in para 4 (i).
5. The Projects shall be awarded based on Tariff-Based Competitive Bidding (TBCB) guidelines issued by the Ministry of Power.
6. The detailed Operational Guidelines for the implementation of the Scheme are attached.
7. The expenditure under the Scheme shall be debited to the budget head **2801.80.800.41.01.31** of the Ministry of Power for the year 2023-24 and relevant budget head for subsequent years.
8. This Scheme shall come into force with immediate effect.
9. This issues with the concurrence of Finance Branch of the Ministry of Power vide their Dy. No. 84/Fin./2024 dated 13.03.2024.

Encl: A/a

A. Suresh
15/3/24

(Suresh Annepu)
Director
Tel: 011-2371 7737

To:

1. The CEO, NITI Aayog, Sansad Marg, New Delhi
2. The Secretary, Department of Expenditure, Ministry of Finance, North Block, New Delhi.
3. The Secretary, Department of Economic Affairs, Ministry of Finance, North Block, New Delhi.
4. Secretary, Ministry of New & Renewable Energy, Atal Akshay Urja Bhawan, New Delhi
5. Secretary, Ministry of Heavy Industries, Udyog Bhawan, New Delhi.
6. Prime Minister's Office (Shri Rohit Yadav, Joint Secretary), South Block, New Delhi
7. Cabinet Secretariat (Shri Ashutosh Jindal, Joint Secretary), Rashtrapati Bhawan, New Delhi
8. Chairperson, CEA, Sewa Bhawan, New Delhi.

9. IFD, Ministry of Power, Shram Shakti Bhawan, New Delhi
10. Chairman, Central Transmission Utility of India Limited
11. MD, SECI/ CEO, PFCCL/ CEO, RECPDCL
12. Principal Director of Audit, Infrastructure, New Delhi
13. Technical Director, NIC for uploading this OM on the website of the Ministry of Power.

Copy for information to

1. PS to Hon'ble Minister of Power
2. APS to Hon'ble Minister of State for Power
3. Sr.PPS to Secretary (Power)
4. PPS to SS&FA/ AS (Power), Ministry of Power
5. PPS to all Joint Secretaries/ EA/CE, Ministry of Power
6. PPS to Director (RCM), Ministry of Power

F. No. 42-26/1/2022-RCM-Part (1)
Government of India
Ministry of Power
RCM Division

15th March 2024

Operational Guidelines
for
Scheme for Viability Gap Funding for development of Battery
Energy Storage Systems

1. Introduction

- 1.1.** India has been expanding its installed RE capacity with the aim of reaching 500 GW by 2030. RE from sources like solar and wind is variable and not available round the clock like thermal power to meet the demand. Energy Storage Systems (ESS) are necessary to address this challenge by storing excess energy when not needed and supplying it during peak demand periods. As reliance on RE increases, the grid experiences stress during evening and morning peaks when sufficient RE is not available, necessitating additional power dispatch. ESS plays a vital role in successfully integrating RE into the grid and assisting grid operators in managing these fluctuations in demand and RE supply. ESS connected to solar pooling stations also help in maximizing the capacity utilization of RE transmission systems.
- 1.2.** States are responsible for ensuring adequate resources to minimize the stress on the Intra-State Transmission System (InSTS), while the Centre is required to manage the remaining stress on the Inter-State Transmission System (ISTS). Centralized procurement of BESS is necessary to address this requirement. The energy stored in BESS is discharged through power and ancillary services markets during periods of high stress or demand. This will improve grid reliability, enhance RE integration and provide flexibility to the national grid.
- 1.3.** The Central Government has been actively promoting the development of ESS such as Pump Storage Plants and Battery Energy Storage Systems. It has undertaken several initiatives such as preparing the National Framework for ESS, inclusion of ESS in the master list of infrastructure and streamlining of project

approvals.

2. Scheme Overview

- 2.1.** The Central Government has sanctioned the Central Sector Scheme 'Viability Gap Funding (VGF) for Development of Battery Energy Storage Systems (BESS)', hereinafter referred to as 'the scheme' to develop 4,000 MWh of BESS capacity.
- 2.2. Duration:** The scheme shall be for a period of three years from 2023-24 to 2025-26. Projects under the scheme will be approved during this period and the funds will be disbursed up to 2030-31.
- 2.3. Commissioning Period.** The projects are required to be commissioned within a period of 24 months from the date of signing of the Battery Energy Storage Purchase Agreement (BESPA).
- 2.4. Proposed outlay:** The Scheme has an outlay of ₹ 9,400 crores including a budgetary support of ₹ 3,760 crores.
- 2.5. Disbursement schedule:** The VGF amount to the eligible projects shall be disbursed in five tranches as detailed below.

Milestone	% VGF disbursed
On financial closure subject to submission of bank guarantee and possession of 90% of the total land required for the project by the developer	10
On Commercial Operation Date (COD)	45
Completion of 1 st year from COD	15
Completion of 2 nd year from COD	15
Completion of 3 rd year from COD	15
Total	100

- 2.6. VGF:** VGF of upto 40% of capital cost for BESS shall be provided by the Central Government in the first tranche. The VGF shall be a non-recurring expenditure and shall be fully funded from central grant.

3. Definitions

- 3.1. "BESS Balancing Pool (BBP)" refers to the balancing fund established for operating the scheme, covering surplus/deficit revenues from BESS projects across all tranches. Revenues include proceeds from sale of energy discharged from the BESS, while expenditure includes fixed costs to BESS developers, expenses related to input energy costs, and BIA trading margins.
- 3.2. "BESS Implementing Agency (BIA)" refers to agencies designated by the Ministry of Power for the implementation of one or more tranches of the scheme. The cumulative BESS capacities across all tranches shall total 4,000 MWh.
- 3.3. "BESS Nodal Agency (BNA)" means an agency designated by the Ministry of Power to oversee the BESS balancing pool, which comprises the accounts of all BIAs.
- 3.4. "Request for Selection (RfS) document" refers to the document prepared by the BIA based on the scheme Guidelines and "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" (hereinafter referred to as BESS TBCB guidelines) as notified in Gazette Notification CG-DL-E-11032022-234077 dated 10th March 2022 as amended from time to time, issued by the Ministry of Power (MoP). Further, the provisions of BESS TBCB guidelines shall be supplemented with the provisions of the scheme Guidelines or any other relevant guidelines issued by the MoP.

4. Implementation Model

- 4.1. The BESS projects under the scheme will fulfill the system requirement by addressing the grid needs during periods of high-demand and high stress. The system requirement has been assessed to be 572 cycles per year which may be increased by National Load Dispatch Center (NLDC), if required. However, BESS will be available with the BIA for the entire duration of the year.
- 4.2. The NLDC shall pre-declare stress hours of the grid, involving typically the evening and morning peak hours on a quarter-ahead

basis, and update on week-ahead basis.

- 4.3.** The BIA shall be responsible for securing discharge of power from BESS during the pre-declared high-demand and stress hours. During these pre-declared hours, the BIA shall ensure discharge of BESS power by the BESS developer within the specified time blocks, determined based on its assessment of market dynamics. Failure to discharge during the specified hours by the BESS developer shall be liable for penalty in line with the provisions of the BESS TBCB guidelines. If the failure to discharge is due to the inability of the BIA to provide for BESS charging during the predetermined hours, the BIA shall be liable for a penalty of 10% of its trading margin on the lost energy during the corresponding duration.
- 4.4.** The BIA shall secure the charging power for the BESS project through fixed term contracts with solar, wind, or hybrid energy sources, and meet the remaining requirement through market purchases.
- 4.5. BESS Discharge Management by the BIA.** The BIA shall arrange discharge of the BESS through various avenues to optimize grid stability and revenue generation. These avenues include:
- a. Power Exchange Sales: BIA will participate in the power exchange market, to sell the electricity discharged by BESS, during the pre-declared high demand/stress hours.
 - b. Bilateral Tie-Ups: The BIA may enter into bilateral contracts with specific entities to provide targeted energy support.
 - c. Ancillary Services: BIA may participate in ancillary services markets to provide BESS discharge under different types of grid stability services.
- 4.6.** The trading margin payments to BIAs are calculated based on the energy sold from BESS. The rate of trading margin shall be four paise per kWh of energy sold. Should the BIA generate more than 10% surplus revenue annually, it shall be entitled to an additional trading margin of three paise per kWh of energy sold during the year, subject to the condition that the total expenditure on this account does not exceed the revenue surplus generated in that year. Conversely, if there is a revenue deficit of more than 10% annually, a penalty of one paise per kWh of the energy sold annually shall be levied.

- 4.7. Balancing Fund Management.** The BBP will address revenue shortfalls and surpluses arising from BESS operations.
- a. Surplus Recovery: If the revenue generated from the energy sales exceeds the expenditure covering BESS developer's annualized fixed costs and the BIA's trading margin, the BIA shall deposit the surplus revenue into the balancing fund.
 - b. Revenue Shortfalls: Conversely, if there is a shortfall in revenue generated, the balancing fund shall be used to bridge the gap.
 - c. The payments to/from the BBP shall be on a monthly basis.
- 4.8. BBP Fund Administration.** The BNA shall be responsible for maintaining and operating the BBP. It shall be responsible for overseeing and reconciling the monthly BBP accounts submitted by BIAs. The BNA shall maintain books of accounts related to BBP for its operations under the scheme and also be responsible for making payments for revenue shortfall. The BNA shall issue a procedure for administration of the BBP within 45 days of the issue of these guidelines.
- 4.9. BBP Fund Regulation and Payment Security Mechanism.** BBP shall act as the Payment Security to all the BESS developers under the scheme. To ensure long-term sustainability, the BBP Fund may be supplemented, if necessary, by way of regulatory charge as per regulations of Central Commission.

5. Selection of BESS Developers

- 5.1. Bidding Process.** The Scheme's earmarked capacity will be offered in multiple tranches through a competitive bidding process. Any shortfall in the annual awarded capacity compared to the planned annual capacity will be carried forward to the subsequent year.
- 5.2. Project Developer Capacity Limits.** To ensure wider participation, a single project developer shall be awarded a maximum of 50% of the total capacity offered in a particular tranche. Additionally, a project developer shall not be awarded a cumulative capacity exceeding 1,000 MWh across all the tranches. Only projects with a minimum capacity of 100 MWh shall be eligible for award. The projects shall be on a stand-alone basis.

- 5.3. Project Developer Eligibility.** It shall be ensured that both public and private sectors participate in the bid and that there is at least one bid from a private sector participant in every tranche, failing which the bid shall be cancelled and tender will be floated afresh.
- 5.4. Contract Period.** The project contract period, ranging from 10 to 12 years, shall be pre-specified in the RfS document. The contract shall be awarded on Build Own Operate (BOO) basis.
- 5.5. Developer Selection.** Projects shall be awarded using the Tariff-Based Competitive Bidding (TBCB) process conducted by the BIAs in accordance with the RfS document.
- 5.6. Contract.** The BIA initiates the bidding process and signs a Battery Energy Storage Purchase Agreement (BESPA) with the successful bidder for the specified contract period.
- 5.7. Committee.** A committee shall be designated by Ministry of Power for undertaking the activities mentioned below following the scheme guidelines.
- a. VGF determination. The committee shall pre-determine the VGF based on a realistic assessment of the capital cost of BESS. The VGF so determined shall be stated in the RfS document and shall not exceed ₹96 lakhs per MWh. The Committee shall ascertain the VGF amount for each bidding tranche, guided by the tariffs discovered in previous BESS bids.
 - b. Tariff Cap. The Committee shall specify the upper cap on tariffs to be quoted by the bidders to ensure competitive and reasonable storage tariffs.
 - c. Location. The committee shall indicate the locations of ISTS solar pooling stations for connecting the BESS projects under each tranche.
- 5.8. Bidding Parameter.** Developers shall compete based on the annualized fixed cost they offer, expressed in rupees per Megawatt (MW) per month subject to the tariff cap after factoring in the VGF specified in the RfS.

6. Disbursement of VGF

- 6.1.** The BIA shall be required to obtain a Bank Guarantee of value

equal to the sanctioned VGF, prior to its release to the BESS developer, as specified in the RfS. This Bank Guarantee shall be liable for encashment to recover the VGF amount in the event of non-fulfillment of the scheme conditions specified in the Bidding Documents. The Bank Guarantee for the VGF sanctioned up to COD may be released within five years of COD.

- 6.2. The VGF for each project shall be disbursed to the BIA once the BIA certifies the achievement of the disbursement schedule milestone and submission of the required Bank Guarantee.

7. BIA Responsibilities

- 7.1. The BIA shall be responsible for issuing the RfS, inviting bids, and selecting BESS developers for the allocated quantum (in MWh) across various tranches. The BIA shall then enter into contracts with the selected BESS developers.
- 7.2. The BIA shall be responsible for ensuring and certifying that the bidding process complies with the Scheme guidelines and that all specified conditions are met.
- 7.3. The BIA shall act as the purchaser of energy storage services and shall enter into a BESPA with the developer for the contract period. Additionally, the BIA shall provide charging power to the BESS developer and discharge BESS according to the methodology outlined in the scheme guidelines.
- 7.4. The BIA shall maintain books of accounts related to BBP for its operations under the scheme and submit monthly accounts for reconciliation to BNA.
- 7.5. The BIA shall deposit monthly payments of surplus revenues into the BBP and withdraw revenue deficit as approved by the BNA.
- 7.6. The BIA shall submit to MoP and CTUIL, the audited Statement of Expenditure (SoE) and Utilization Certificate (UC) in the prescribed format of GFR 19 (A) as amended from time to time.
- 7.7. The BIA shall comply with the provisions of General Financial Rules, 2017, as amended from time to time.
- 7.8. The VGF amount (Grant-in-Aid) is also subject to the Chapter 9

of the General Financial Rules, 2017, as amended from time to time, read with the Government of India's decisions incorporated there-under, and any other guidelines which may be issued in this regard.

- 7.9. Assets acquired wholly or substantially out of Government Grants shall not be disposed of during the contract period without obtaining the prior approval of the sanctioning authority of Grants-in-Aid {Rule 230(9)}. Shareholding of the bidding entity in the SPV/ project company executing the BESS project shall not fall below fifty-one per cent at any time prior to Commercial Operation Date (COD).
- 7.10. The accounts of BIA shall be audited by C&AG or by any person authorized by him on his behalf in accordance with the provisions laid down in Section 14 of the C&AG (DPC, 1971) and as amended from time to time.
- 7.11. The accounts of BIA shall be open for inspection by the sanctioning authority and audit, both by the Comptroller & Auditor General of India under the provision of C&AG (DPC) Act, 1971 and internal audit party by the Principal Accounts Office of the Ministry or Department whenever it is called upon to do so.

8. Scheme Monitoring

- 8.1. CTUIL shall monitor the awarded projects under the scheme through a Management Information System (MIS) portal and submit quarterly reports to the Ministry of Power.
- 8.2. Upon commissioning of the Project, CTUIL shall submit a report containing details of the major assets created along with cost incurred for the Project. The performance levels may also be verified by the CTUIL on a periodic basis.

9. Public Financial Management System (PFMS)

- 9.1. The Scheme being a Central Sector Scheme, the release of capital subsidy from the Ministry to the BIA shall be done through PFMS and the BIA shall use PFMS for fund flows under the scheme.
- 9.2. The BIA shall mandatorily enter details like receipts, expenditures, etc. in PFMS portal.

- 9.3. The Project Developers receiving funds under the Scheme shall be registered/ mapped under PFMS. The BIA shall ensure that all Project Developers to whom funds are to be released are properly registered/mapped under PFMS.
- 9.4. The BIA shall submit status of unspent grant lying with it to MoP on an annual basis.
- 9.5. The BIA shall maintain books of accounts both for receipt of funds from the Ministry and release to Project Developers for each project.
- 9.6. The BIA shall ensure that funds are kept in the interest-bearing account and the interest accrued shall be credited to the Government. However, it shall not be invested in any other bank/branch, whether for short term or medium term, including fixed deposits.

10. Amendment to Guidelines

- 10.1. These guidelines may be amended with the approval of the Secretary, Ministry of Power, to address implementation challenges without materially altering the scheme.
- 10.2. The implementation model in these guidelines may be modified for future tranches by the Ministry of Power, if required.

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Annexure-G

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	GUJARAT URJA VIKAS NIGAM LIMITED		
	Reg. Office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007		
	CIN U40109GJ2004SGC045195 E-mail: cs.guvnl@gebmail.com, www.guvnl.com	An ISO 9001:2015 Certified Company Phone: 0265-2353084, Fax: 0265-2338164	

Ref. No. GUVNL/CS/MOM/BM-132nd


Date: 07th March, 2024

SUB : CERTIFIED COPIES OF MINUTES / RESOLUTIONS PASSED IN THE 132ND BOARD MEETING HELD ON 21ST FEBRUARY, 2024.

The Minutes of the 132nd Board Meeting of the Company held on 21st February, 2024 is finalized and approved. The extracts of the relevant minutes / decisions / resolutions are appended herewith in the form of certified copies to the respective department for due compliance action.

Please send **action taken report** at the earliest.

Encl. As above


Company Secretary

To,

I/c. General Manager (Power Trading), GUVNL

Copy for kind information:

1. Director (Administration) / (Technical) / (Finance), GUVNL
2. Managing Director, GUVNL

	GUJARAT URJA VIKAS NIGAM LIMITED		
	Reg. Office: Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007		
	CIN UA0109GJ2004SGC045195 E-mail: cs.guvnl@gebmil.com, www.guvnl.com	An ISO 9001:2015 Certified Company Phone: 0265-2353084, Fax: 0265-2338164	

CERTIFIED EXTRACTS OF THE MINUTES OF THE 132ND MEETING OF THE BOARD OF DIRECTORS OF GUJARAT URJA VIKAS NIGAM LIMITED HELD ON WEDNESDAY, THE 21ST FEBRUARY, 2024 AT 1.10 P.M AT THE COMMITTEE ROOM, ENERGY AND PETROCHEMICALS DEPARTMENT, 5TH FLOOR, BLOCK NO.-5, NEW SACHIVALAYA, GANDHINAGAR.

132.12/2145

PROCUREMENT OF POWER FROM GSECL PILOT PROJECT OF GRID CONNECTED 35 MW SOLAR PV WITH 57 MWH BATTERY ENERGY STORAGE SYSTEM.

"RESOLVED THAT the Board perused the note and approval of the Board be and is hereby accorded for **tie-up/purchase of power with GSECL** and sign PPA from 35 MW Solar PV with 57 MWh of Battery Energy Storage System at Kutch Lignite Thermal Power Station (KLTPS) developed by GSECL **with the cap of Rs. 5.35 per unit** on cost plus basis under Section 62 of Electricity act 2003 Subject to **pass the benefits of reduction in tariff by receiving Viability Gap Fund (VGF) from MNRE/MoP, if approved."**

"RESOLVED FURTHER THAT Director (Finance) / General Manager (Power Trading) / Chief Finance Manager (Power Trading) be and are hereby authorized to sign Power purchase agreement of 35 MW of Solar PV with 57 MWh of Battery Energy Storage System at KLTPS with GSECL."

"RESOLVED FURTHER THAT Director (Finance) / General Manager (Power Trading) / Chief Finance Manager (CFM) be and are hereby authorized to file petition before honorable GERC for approval of Power Purchase Agreement of 35 MW of Solar PV with 57 MWh of Battery Energy Storage System at KLTPS."

"RESOLVED FURTHER THAT Director (Finance) / General Manager (Power Trading) / Chief Finance Manager (CFM) be and are hereby authorized to file petition before honorable GERC for determination of tariff on cost plus basis under Section 62 of Electricity act 2003 of 35 MW of Solar PV with 57 MWh of Battery Energy Storage System at KLTPS along with GSECL."

"RESOLVED FURTHER THAT Director (Finance)/ General Manager (Com)/General Manager (PT) be and are hereby authorized to make appropriate allocation of such power procured pursuant to the PPA to be signed with GSECL to DISCOMs as and when the need arises"

"RESOLVED FURTHER THAT Managing Director / Director (Finance) / General Manager (Power Trading) be and are hereby authorized to implement the above decision of the Board."

Certified True Copy
For **Gujarat Urja Vikas Nigam Ltd.**


Parthiv Bhatt
Company Secretary

रजिस्ट्री सं. डी.एल.- 33004/99

REGD. No. D. L.-33004/99



भारत का राजपत्र The Gazette of India

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असाधारण
EXTRAORDINARY

भाग I—खण्ड 1
PART I—Section 1

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

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No. 183|

नई दिल्ली, शुक्रवार, जुलाई 28, 2023/श्रावण 6, 1945
NEW DELHI, FRIDAY, JULY 28, 2023/SHRAVANA 6, 1945

विद्युत मंत्रालय

संकल्प

नई दिल्ली, 28 जुलाई, 2023

ग्रिड संबद्ध सौर पीवी विद्युत परियोजनाओं से विद्युत की खरीद हेतु टैरिफ आधारित प्रतिस्पर्धी बोली प्रक्रिया के लिए दिशा निर्देश

सं. 27/01/2023-आर सी एम .—1. प्रस्तावना

1.1 पृष्ठभूमि

- 1.1.1 भारत में विद्युत उद्योग में प्रतिस्पर्धा को बढ़ावा देना विद्युत अधिनियम, 2003 ('अधिनियम') के प्रमुख उद्देश्यों में से एक है। विद्युत खरीद लागत वितरण लाइसेंसधारकों के लिए सबसे बड़ा लागत घटक है। वितरण लाइसेंसधारकों द्वारा प्रतिस्पर्धी बोली के माध्यम से बिजली की खरीद किए जाने से विद्युत की खरीद की समग्र लागत कम होने की संभावना है और इससे विद्युत बाजारों का विकास हो सकेगा। अंतर्राष्ट्रीय तौर पर, थोक बिजली बाजारों में प्रतिस्पर्धा होने से बिजली की कीमतों में कमी आई है और इससे उपभोक्ताओं को काफी लाभ हुआ है।
- 1.1.2 विद्युत अधिनियम, 2003 की धारा 61 और 62 के तहत उपयुक्त आयोग द्वारा टैरिफ विनियमन और बिजली के उत्पादन, पारेपण, व्हीलिंग और खुदरा बिक्री के लिए टैरिफ के निर्धारण का प्रावधान है। इसके अलावा, अधिनियम की धारा 63 में प्रावधान है कि:-

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

1.1.8 ये दिशानिर्देश टैरिफ आधारित प्रतिस्पर्धी बोली के माध्यम से ऊर्जा भंडारण के साथ और उसके बिना, ग्रिड संबद्ध सौर फोटोवोल्टेक (पीवी) विद्युत परियोजनाओं से खरीददारों द्वारा सौर विद्युत की खरीद को समर्थ बनाने के लिए अधिनियम की धारा 63 के अंतर्गत जारी किए जा रहे हैं।

1.2 उद्देश्य

1.2.1 इन दिशानिर्देशों के विशिष्ट उद्देश्य इस प्रकार हैं:-

- (क) वितरण लाइसेंसधारकों द्वारा, सौर पीवी विद्युत संयंत्रों से विजली की प्रतिस्पर्धी खरीद को बढ़ावा देना।
- (ख) सौर पीवी क्षमता में वृद्धि करने और डिस्कों में केनवीकरणिय क्रयदायित्व (आरपीओ)/ऊर्जा भंडारण दायित्व (ईएसओ) की आवश्यकता को पूरा करने के लिए सुविधा प्रदान करना।
- (ग) विभिन्न हितधारकों के बीच उपयुक्त जोखिम हिस्सेदारी के साथ खुली प्रतिस्पर्धी बोली प्रक्रियाके आधार पर एक पारदर्शी, निष्पक्ष, मानकीकृत खरीद फ्रेमवर्क प्रदान करना ताकि उपभोक्ता के हित में प्रतिस्पर्धी कीमतों पर विद्युत की खरीद हो सके, परियोजनाओं की बैंक ग्राह्यता में सुधार हो सके और निवेशकों के लिए उचित प्रतिफल सुनिश्चित हो सके; तथा
- (घ) क्षेत्र को जोखिम रहित बनाने के लिए एक और उपाय के रूप में, विद्युत की अंतर-राज्यीय/अंतः-राज्यीय, दीर्घावधिक, विक्री - खरीद के लिए फ्रेमवर्क प्रदान करना।

2. दिशानिर्देशों का कार्यक्षेत्र

2.1 दिशानिर्देशों की प्रयोज्यता

- (क) ये दिशानिर्देश विद्युत अधिनियम, 2003 की धारा 63 के प्रावधानों के अंतर्गत, प्रतिस्पर्धी बोली प्रक्रिया के माध्यम से, ऊर्जा भंडारण के साथ और उसके बिना, सौर पीवी विद्युत परियोजनाओं (**‘परियोजनाओं’**) से, ‘खरीददारों’ द्वारा सौर विद्युत की दीर्घावधि खरीद के लिए जारी किए जा रहे हैं।
- (ख) आधिकारिक राजपत्र में इन दिशानिर्देशों की अधिसूचना पर, पूर्ववर्ती “ग्रिड संबद्ध सौर पीवी विद्युत परियोजनाओं से विद्युत की खरीद के लिए टैरिफ आधारित प्रतिस्पर्धी बोली प्रक्रिया हेतु दिशानिर्देश” दिनांक 3 अगस्त, 2017 के संकल्प संख्या 23/27/2017-आर एंड आर के तहत जारी किए गए और दिनांक 14 जून, 2018 के संकल्प संख्या 23/27/2017-आर एंड आर, दिनांक 3 जनवरी, 2019 के संकल्प संख्या 23/27/2017-आर एंड आर, दिनांक 9 जुलाई, 2019 के संकल्प संख्या 23/27/2017- आर एंड आर, दिनांक 22 अक्टूबर, 2019 के संकल्प संख्या 283/57/2018-ग्रिड सौर और दिनांक 25 मितंबर, 2020 के संकल्प संख्या 283/57/2018-ग्रिड सौर के माध्यम से, उनमें संशोधन किया गया, जो इन दिशानिर्देशों के जारी होने के बाद जारी की गई निविदाओं के लिए लागू नहीं होंगे। तथापि, पूर्ववर्ती बोली दिशानिर्देशों के अंतर्गत पहले से ही अवार्ड की गई/कार्यान्वयनाधीन/ आरंभ की गई परियोजनाएं, उन दिशानिर्देशों द्वारा शामिल होती रहेंगी और इन दिशानिर्देशों के अंतर्गत शामिल नहीं की जाएंगी। यदि ऐसी कोई चालू बोलियां हैं जिनमें बोली प्रस्तुत करने की अंतिम तिथि इन दिशानिर्देशों की अधिसूचना की तारीख के बाद है, तो ऐसी बोलियों के संबंध में निविदा दस्तावेजों को इन दिशानिर्देशों के अनुरूप लाने के लिए उचित रूप से संशोधित किया जाएगा।

2.2 स्पष्टीकरण

- (क) **‘सौर’**: इन दिशानिर्देशों में, जहाँ कहीं भी ‘सौर’ शब्द का प्रयोग हुआ है, वह सौर फोटोवोल्टेक (पीवी) प्रौद्योगिकी अथवा ऐसी प्रौद्योगिकी पर आधारित विद्युत संयंत्र के संदर्भ में होगा।
- (ख) **‘सौर विद्युत’**: इन दिशानिर्देशों में, जहाँ कहीं भी ‘सौर विद्युत’ शब्द का प्रयोग हुआ है, वह ऊर्जा भंडारण प्रणाली (ईएसएस) के साथ और उसके बिना, जैसा भी मामला हो, सौर विद्युत उत्पादन प्रणालियों से विद्युत के संदर्भ में होगा। यह स्पष्ट किया जाता है कि सौर विद्युत के अलावा किसी अन्य स्रोत के उपयोग से चार्ज की गई ईएसएस को सौर विद्युत माना जाएगा।

(ग) 'सौर विद्युत उत्पादक (एसपीजी)':

- (i) इन दिशानिर्देशों में, जहाँ कहीं भी 'सौर विद्युत उत्पादक (एसपीजी) अथवा उत्पादक' शब्द का प्रयोग हुआ है, वह ऊर्जा भंडारण प्रणाली के साथ और उसके बिनासौर विद्युत के उत्पादक एवं आपूर्तिकर्ता के संदर्भ में होगा।
- (ii) बोलीदाता/विकासकर्ता चयन हेतु अनुरोध (आरएफएस) की शर्तों के अनुसार, भंडारण के साथ और उसके बिना जुड़ीसौर विद्युत की आपूर्ति के लिए सौर आधारित उत्पादन प्रणाली (प्रणालियाँ) उपलब्ध कराने के लिए जिम्मेदार होंगे। भंडारण घटक, यदि कोई हो, के लिए, या तो स्वयंबोलीदाता/विकासकर्ता (विकासकर्ताओं) को भंडारण क्षमता स्थापित करनी होगी अथवा परियोजना मानदंडों को पूरा करने के लिए ऊर्जा भंडारण प्रणाली विकासकर्ताओं के साथ जुड़नाहोगाऔर इसके लिए, किसी विशेष निविदा में, एकल बोली प्रस्तुत करनी होगी।
- (iii) उत्पादकऔर ऊर्जा भंडारण प्रणाली विकासकर्ता के बीच संविदात्मक समझौता, यदि कोई हो, के बावजूद इन दिशानिर्देशों तथा उसके पीपीए के अंतर्गत विकासकर्ता से संबंधित सभी दायित्व पीपीए पर हस्ताक्षर करने वाली कंपनी के होंगे और उसे सौर विद्युत उत्पादक (एसपीजी) के रूप में मान्यता दी जाएगी।

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

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

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

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

- (i) कुछ मामलों में, नवीन एवं नवीकरणीय ऊर्जा मंत्रालय, भारत सरकार अथवा राज्य सरकार द्वारा नामित मध्यस्थ को विभिन्न सौर विद्युत उत्पादकों से खरीदी गई विद्युत को समाकलित करने और उसे वितरण अनुज्ञमिधारियों/उपभोगकर्ता कंपनियों/खुली पहुंच वाले उपभोक्ताओंको बेचने का कार्य सौंपा जा सकता है। ऐसे मामलों में, वितरण अनुज्ञमिधारी/उपभोगकर्ता कंपनियां/खुली पहुंच वाले उपभोक्ता "अंतिम खरीददार" होंगे और मध्यस्थ इन दिशानिर्देशों के प्रयोजनार्थ 'मध्यस्थ खरीददार' होगा।
- (ii) मध्यस्थ खरीददार सौर विद्युत उत्पादक के साथ एक विद्युत क्रय करार (पीपीए) करेगा और साथ ही, अंतिम खरीददार के साथ विद्युत विक्रय करार (पीएसए) भी करेगा। पीएसएमें साथ-साथ आधार पर पीपीए के सभी संगत प्रावधान भी शामिल होंगे। अंतिम खरीददार द्वारा मध्यस्थ खरीददार को 0.07 रु./किलोवाट घंटा का, ट्रेडिंग मार्जिन, भुगतान किया जाएगा।
- (iii) जब तक मध्यस्थ खरीददार द्वारा विद्युत की खरीद के लिए इन दिशानिर्देशों का अनुसरण किया जाएगा, तब तक अंतिम खरीददार द्वारा विद्युत की खरीद के लिए इन दिशानिर्देशों का अनुसरण किया मान लिया जाएगा।

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

2.3. इन दिशानिर्देशों में जब तक स्पष्ट रूप से उल्लेख न किया गया हो, इन दिशानिर्देशों के प्रावधान खरीददार/मध्यस्थ खरीददार/अंतिम खरीददार और खरीददार के अधिकृत प्रतिनिधि पर बाध्यकारी होंगे और विद्युत अधिनियम की धारा 63 के अंतर्गत विचार किए जाने हेतु ऐसी बाध्यताओं के लिए उनका सख्ती से अनुसरण किए जाने की जरूरत है। तथापि, यदि इन दिशानिर्देशों के प्रावधानों से विचलन आवश्यक हो जाता है, तो इन दिशानिर्देशों के खण्ड 16 में अपनाई जाने वाली ऐसी प्रक्रिया का उल्लेख किया गया है।

- 2.4. इन दिशानिर्देशों में उल्लिखित सिद्धांतों का उपयुक्त तरीके से विस्तार किया जा सकता है और इसे मानक बोली प्रक्रिया दस्तावेजों [जिसमें मॉडल चयन हेतु अनुरोध (आरएफएस) दस्तावेज, मॉडल विद्युत क्रय करार तथा मॉडल विद्युत विक्रय करार शामिल हैं] में व्यापक बनाया जा सकता है।
3. बोली आमंत्रित करने तथा परियोजना की तैयारी की प्रक्रिया
- 3.1 खरीददार द्वारा पूरी की जाने वाली शर्तें
- खरीददार द्वारा निम्नलिखित शर्तों को पूरा किया जाएगा:-
- 3.1.1 बोली दस्तावेज:
- (क) इन दिशानिर्देशों के अनुसार बोली दस्तावेज तैयार करना।
- (ख) इन दिशानिर्देशों के खण्ड 16 में उल्लिखित प्रक्रिया के अनुसार इन दिशानिर्देशों और/अथवा एमवीडी मे प्रारूप आरएफएस, प्रारूप पीपीए, प्रारूप पीएसए (यदि लागू हों) में यदि कोई विचलन हो, तो उसके लिए सरकार से अनुमोदन प्राप्त करना।
- तथापि, स्पष्टता के प्रयोजन से, यदि खरीददार प्रारूप आरएफएस, प्रारूप पीपीए, प्रारूप पीएसए और अन्य परियोजना करारों को तैयार करने समय विस्तृत प्रावधान करता है, जो दिशानिर्देशों के अनुकूल हों, तो ऐसे विस्तृत प्रावधान इन दिशानिर्देशों से विचलन नहीं माने जाएंगे, चाहे ये विस्तृत प्रावधान दिशानिर्देशों में नहीं दिए गए हों।
- 3.2 आपूर्ति की शुरुआत से संबंधित व्यवस्थाएं
- आरएफएस, परियोजना के लिए भूमि अधिग्रहण, कनेक्टिविटी आदि के साथ-साथ उत्पादक द्वारा नियमित रिपोर्टिंग अपेक्षाओं के संबंध में अनिश्चित लक्ष्यों को निर्दिष्ट कर सकता है और ऐसे लक्ष्य/अपेक्षाओं की गैर-अनुपालना के संबंध में शास्ति निर्दिष्ट करेगा। विद्युत की आपूर्ति की शुरुआत की निर्धारित तिथि से पूर्व भूमि की व्यवस्था और ग्रिड से कनेक्टिविटी और पहुंच (यदि लागू हो) सहित सभी संस्वीकृतियां, परमिट, अनुज्ञप्ति प्राप्त करना उत्पादक की जिम्मेदारी होगी और ऐसी संस्वीकृतियां, परमिट, अनुज्ञप्ति प्राप्त करने में विलंब के मामले में खरीददार जिम्मेदार नहीं होगा।
4. टैरिफ
- 4.1 बोलीदाताओं द्वारा सौर विद्युत की आपूर्ति के लिए एकल टैरिफ ('टैरिफ') का उल्लेख किया जाएगा।
- 4.2 टैरिफ का उल्लेख डिलीवरी प्वाइंट पर किया जाएगा, जो कि मीटीयू/एसटीयू इंटरकनेक्शन प्वाइंट पर होगा। डिलीवरी प्वाइंट तक सभी प्रभार और हानियां उत्पादक द्वारा वहन की जाएंगी।
5. बोली संरचना
- 5.1 विद्युत के संदर्भ में बोलियां: खरीददार विद्युत क्षमता (मेगावाट) के संदर्भ में बोलियां आमंत्रित करेगा जिसमें खरीददार द्वारा संविदा की जाने वाली कुल मात्रा का उल्लेख होगा। खरीददार आरएफएस में वार्षिक ऊर्जा के संदर्भ में न्यूनतम ऑफ-टेक निर्दिष्ट कर सकता है।
- 5.2 बोलीदाता, खरीददार द्वारा खरीदी जाने वाली कुल मात्रा के एक भाग के लिए मूल्य उद्धृत कर सकता है। अंतर-राज्यीय पारेषण प्रणाली से संबद्ध परियोजनाओं के लिए बोलीदाता द्वारा दी जा सकने वाली विद्युत की न्यूनतम मात्रा कम से कम 50 मेगावाट होनी चाहिए। एसटीयू से जुड़ी परियोजनाओं के मामले में, न्यूनतम बोली मात्रा 10 मेगावाट निर्दिष्ट की जा सकती है। बावजूद इसके, भूमि और पारेषण सुविधा की उपलब्धता पर उचित विचार करने के बाद, पूर्वोत्तर राज्यों, विशेष श्रेणी के राज्यों और आरई पार्कों के बाहर की परियोजनाओं तथा एसटीयू संबद्ध परियोजनाओं के मामले में बोलीदाता द्वारा प्रस्तावित की जा सकने वाली विद्युत की मात्रा छोटी रखी जा सकती है लेकिन इसका आरएफएस में पहले से स्पष्ट उल्लेख किया जाना चाहिए।
- 5.3 किमी एक बोलीदाता को आरएफएस में विनिर्दिष्ट किए गए अनुसार कुल क्षमता का अधिकतम 50 प्रतिशत आवंटित किया जा सकता है।
- 5.4 बोली मापदंड के रूप में टैरिफ: बोली मूल्यांकन मापदंड पीपीए की संपूर्ण अवधि के लिए निर्धारित सौर विद्युत की प्रति यूनिट आपूर्ति के लिए टैरिफ होगा। खरीददार बोली आमंत्रित करेगा, जिसमें बोलीदाता रुपये/किलोवाट

घण्टे में टैरिफ का उल्लेख करेगा। बोलीदाता का चयन न्यूनतम उल्लिखित "टैरिफ" के आधार पर किया जाएगा। ई-रिवर्स नीलामी के बाद, न्यूनतम टैरिफ (जिसे एल 1 टैरिफ कहा गया है) का उल्लेख करने वाला बोलीदाता (जिसे एल 1 बोलीदाता कहा गया है), को उनके द्वारा प्रस्तावित विद्युत की मात्रा का आवंटन किया जाएगा। इस क्षमता का आवंटन सबसे पहले बकेट फिलिंग, अर्थात् एल 1 दरों पर एल 1 बोलीदाता द्वारा उल्लिखित क्षमता के आधार पर किया जाएगा, उसके बाद, अगले न्यूनतम बोलीदाता (जिसे एल 2 बोलीदाता कहा गया है) द्वारा उल्लिखित दरों (जिसे एल 2 दर कहा गया है) पर उल्लिखित क्षमता आवंटित की जा सकती है और यह प्रक्रिया आगे भी चलती रहेगी।

तथापि, केवल उन बोलीदाताओं को आवंटन किया जाएगा, जिनकी बोली आरएफएस में यथानिर्धारित एल 1 टैरिफ से पूर्व-परिभाषित "श्रेणी" के अंतर्गत हो। इस प्रकार, बोलीदाताओं को टैरिफ के बढ़ते हुए क्रम में व्यवस्थित करने के बाद, परियोजना क्षमताओं को केवल उन बोलीदाताओं को अवार्ड किया जाएगा, जिनकी अंतिम मूल्य की बोली, भारतीय रुपये में प्रति किलोवाट घंटे के अनुसार, "L1+x%" की श्रेणी में हो; बल्कि "x" का मान सामान्यतः दो (2) से पांच (5) के बीच हो और इसे आरएफएस में तय किया जाएगा।

5.5 बोली प्रस्तुत तथा मूल्यांकन करना:

- (क) बोलीदाताओं द्वारा संघ बनाने की अनुमति होगी, जिसमें यह संघ एक प्रमुख सदस्य की पहचान करेगा, जो बोली प्रक्रिया के दौरान समस्त पत्राचार के लिए संपर्क सूत्र होगा। खरीददार संघ के प्रमुख सदस्य के लिए तकनीकी और वित्तीय मानदंड, तथा लॉक इन आवश्यकताओं का उल्लेख करेगा।
- (ख) खरीददार बोलियों का मूल्यांकन करने के लिए, कम से कम तीन सदस्यों की एक समिति (मूल्यांकन समिति) गठित करेगा, जिसमें कम से कम एक सदस्य वित्तीय मामलों/बोली मूल्यांकन में विशेषज्ञ होगा।
- (ग) बोलीदाताओं को तकनीकी और कीमत बोली अलग-अलग जमा करानी होगी। बोलीदाताओं को अपनी बोलियों के साथ बयाना जमा राशि (ईएमडी) के रूप में आवश्यक बोली-गारंटी जमा करानी होगी।
- (घ) तकनीकी बोलियों का मूल्यांकन यह सुनिश्चित करने के लिए किया जाएगा कि प्रस्तुत की गई बोलियां आरएफएस दस्तावेज में निर्धारित पात्रता मानदंडों को मूल्यांकन मापदंडों के आधार पर पूरा करती हैं। आरएफएस दस्तावेज में उल्लिखित मूल्यांकन मानदंड को पूरा करने वाली बोलियों पर ही, कीमत बोली पर अगला मूल्यांकन करने के लिए, विचार किया जाएगा।
- (ङ) प्रतिस्पर्धात्मकता सुनिश्चित करने के लिए, पात्र बोलीदाताओं की न्यूनतम संख्या दो होगी। बोली के तीन प्रयासों के बावजूद, यदि पात्र पाए गए बोलीदाताओं की संख्या दो से कम है और खरीददार फिर भी बोली प्रक्रिया जारी रखना चाहता है, तो उपयुक्त आयोग की सहमति से ऐसा किया जा सकता है।
- (च) कीमत बोली को निरस्त किया जाएगा, यदि इसमें निविदा शर्तों का उल्लंघन किया गया है। कीमत बोली स्तर पर बोलीदाताओं से सामान्यतः किसी स्पष्टीकरण का अनुरोध नहीं किया जाएगा।
- (छ) आरएफएस दस्तावेज में बोली के मूल्यांकन और बोलीदाता के चयन के लिए विस्तृत विवरण दिया जाएगा।

6. विद्युत क्रय करार

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

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

6.2 विद्युत खरीद

- (क) खरीदी जाने वाली विद्युत, विद्युत (मेगावाट) के संदर्भ में होगी। क्षमता उपयोगिता घटक (सीयूएफ) की रेंज को बोली दस्तावेज में इंगित किया जाएगा। सीयूएफ की गणना वार्षिक आधार पर की जाएगी।
- (ख) यदि परियोजना न्यूनतम सीयूएफ के अनुरूप ऊर्जा से कम ऊर्जा की आपूर्ति करती है, तो एमपीजी खरीददार को ऊर्जा की उपलब्धता में कमी के लिए दंड का भुगतान करने के लिए उत्तरदायी होगा। इस प्रकार के दंड की गणना पीपीए की शर्तों के अनुसार, ऊर्जा के संदर्भ में कमी के लिए पीपीए टैरिफ के डेढ़ गुना के बराबर होगी।
- (ग) यदि किसी मामले में विद्युत की उपलब्धता निर्दिष्ट अधिकतम सीयूएफ से अधिक है तो नवीकरणीय ऊर्जा विद्युत उत्पादक इसको किसी अन्य कंपनी को बेचने के लिए स्वतंत्र होगा बशर्ते कि इस को मना करने का प्रथम अधिकार खरीददार (खरीददारों) के पास होगा। यदि किसी मामले में, खरीददार विद्युत उत्पादन की अधिक मात्रा को खरीद लेता है, तो वह उसको पीपीए टैरिफ के अनुसार खरीदेगा और आरएफएम दस्तावेज में इस आशय का प्रावधान स्पष्ट रूप से किया जाएगा।
- (घ) आरई के बेहतर प्रचालन की अनुमति प्रदान करने के लिए, उत्पादक को किसी तीसरे पक्ष या विद्युत एक्सचेंज को खरीददार से अनापत्ति प्रमाणपत्र के बगैर संविदा की गई क्षमता से अधिक आरई विद्युत संयंत्र से विद्युत की आपूर्ति करने की अनुमति दी जाती है। उत्पादक उस विद्युत, जो खरीददार (संविदा की गई क्षमता के भीतर) को डे अहेड आधार पर प्रस्तावित की गई थी, परंतु खरीददार द्वारा अगले दिन के लिए शिड्यूल न की गई, की बिक्री, खरीददार से अनापत्ति प्रमाणपत्र की आवश्यकता के बिना किसी तीसरे पक्ष या विद्युत एक्सचेंज को कर सकेगा।
- (ङ) जिन विकासकर्ताओं ने पहले ही सौर पीवी संयंत्र आरंभ कर दिए हैं अथवा ऐसे संयंत्रों के निर्माण की प्रक्रिया में हैं और जिनके पास अबद्ध क्षमता है, वे भी बोली में भाग ले सकते हैं। ऐसे मामले में, उन्हें विद्युत की आपूर्ति शुरू होने की वास्तविक तारीख और एससीएसडी के बीच की अवधि के अनुरूप पीपीए की दीर्घावधि का लाभ दिया जा सकता है।
- (च) विभिन्न क्षेत्रीय भार प्रेषण केन्द्रों (आरएलडीसी)/राज्य भार प्रेषण केन्द्रों (एमएलडीसी) (अंतःक्षेपण, हस्तक्षेप और खरीददार एमएलडीसी/आरएलडीसी सहित) पर शेड्यूलिंग और उसकी पंचिंग की जिम्मेवारी केवल उत्पादक की होगी।
- (छ) **विचलन समाधान तंत्र (डीएसएम):** समय अनुसूची से विचलन के लिए, मौजूदा विनियमों के अनुसार, डीएसएम (विचलन समाधान तंत्र) लागू होगा। उत्पादक पर डीएसएम प्रभारों का भुगतान सौर विद्युत उत्पादक द्वारा किया जाएगा।

6.3 भुगतान सुरक्षा तंत्र (पीएसएम)

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

6.4 अप्रत्याशित घटना

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

- 6.5 **ऑफटेक बाध्यताओं के लिए उत्पादन मुआवजा:** जहां खरीदार पारेषण अवसंरचना की अनुपलब्धता अथवा किसी अन्य घटना के कारण विद्युत को शेड्यूल नहीं करता है, तो शास्तिमय-समय पर यथासंशोधित, विद्युत (मस्ट-गन विद्युत संयंत्र से विद्युत के उत्पादन का संवर्धन) नियम, 2021 के अनुसरण में, होगा।

- 6.5.1 **ग्रिड अनुपलब्धता के कारण ऑफटेक बाध्यताओं के लिए उत्पादन मुआवजा:** संयंत्र के प्रचालन के दौरान, कुछ ऐसी अवधियां हो सकती हैं जब संयंत्र विद्युत का उत्पादन तो कर सकता है, परंतु अस्थायी पारेषण

अनुपलब्धता के कारण विद्युत की निकासी नहीं हो पाती है, जिसके लिए उत्पादक जिम्मेवार नहीं होता। ऐसे मामलों में, खरीददार द्वारा निम्नलिखित प्रकार से उत्पादन मुआवजे का निपटारा किया जाएगा:

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

6.5.2 घटे हुए ऑफटेक के मामले में भुगतान: उत्पादक और खरीददार उपयुक्त आयोग द्वारा इस संबंध में जारी विनिर्देशों के अंतर्गत पूर्वानुमान और शिड्यूलिंग प्रक्रिया का अनुसरण करेंगे। यदि संयंत्र विद्युत आपूर्ति के लिए उपलब्ध है परंतु खरीददार द्वारा विद्युत मंत्रालय की दिनांक 3 जून, 2022 की राजपत्र अधिसूचना द्वारा अधिसूचित "विद्युत (विलंब भुगतान अधिभार और संबंधित मामले) नियम, 2022" और इससे संबंधित किसी स्पष्टीकरण या संशोधन, की अनुपालना न होने के कारण विद्युत की आपूर्ति न होने सहित विद्युत ऑफटेक नहीं किया जाता है, तो आरई विद्युत के लिए 'मस्ट रन' स्थिति संबंधी सिद्धांत को ध्यान में रखते हुए, उत्पादक खरीददार से भुगतान के लिए निम्नलिखित तरीके से घटे हुए ऑफटेक के अनुरूप भुगतान प्राप्त करने के लिए पात्र होगा:

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

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

6.6 चूक की स्थिति (इवेंट ऑफ डिफॉल्ट)

- एससीएसडी से छह माह से अधिक विद्युत की आपूर्ति की शुरुआत करने में विलंब के लिए, उत्पादक को चूक की घटना हुई माना जाएगा और परिणाम खंड 13.3 के अनुसार होंगे।
- यदि उत्पादक आरएफएम में निर्दिष्ट अवधि के लिए निरंतर न्यूनतम उपलब्धता बनाए रखने में विफल रहता है, तो यह उत्पादक की चूक होगी और पीपीए को समाप्त करने के लिए उत्तरदायी होगा। इसके अतिरिक्त, उत्पादक निर्धारित न्यूनतम सीयूएफ के साथ अपनी संविदा की गई क्षमता के लिए टैरिफ के, 24 (चौबीस) माह अथवा पीपीए की शेष अवधि, जो भी कम हो, के समतुल्य हर्जाना, खरीददार को भुगतान करने के लिए उत्तरदायी होगा।
- यदि उत्पादक पीपीए की शर्तों के विपरीत अपने किन्हीं अधिकारों अथवा दायित्वों का निर्वहन करता है अथवा परित्याग करता है अथवा पीपीए का परित्याग करता है, अथवा पीपीए में यथा निर्धारित किसी प्रकार के अन्य कृत्य अथवा चूक करता है तथा पीपीए में किए गए प्रावधान के अनुसार, उपचार अवधि के भीतर उपरोक्त किसी भी प्रकार का हल निकालने में असफल होता है, तो उत्पादक, खरीददार को, उसकी निर्धारित न्यूनतम सीयूएफ के साथ संविदा की गई क्षमता के लिए टैरिफ के, 24 (चौबीस) माह, अथवा पीपीए की शेष अवधि, जो भी कम हो,

के समतुल्य हजनि, का भुगतान करेगा। खरीददार को अधिकार होगा कि वह किसी भी अन्य कानूनी प्रक्रिया या उपचार के उपाय पर प्रतिकूल प्रभाव डाले बिना, बैंक गारंटी, यदि कोई हो, जब्त करके उक्त हजनि की वसूली करे।

- (घ) उपरोक्त अनुसार हजनि की वसूली के साथ-साथ, उत्पादक की चूक की स्थिति में, ऋणदाता, पीपीए में विनिर्दिष्ट प्रतिस्थापन उपबंधों तथा खरीददारों की सहमति के अनुसार, प्रतिस्थापन के अपने अधिकार का प्रयोग करने का पात्र होगा। तथापि, यदि ऋणदाता विनिर्दिष्ट अवधि के भीतर, चूककर्ता उत्पादक के प्रतिस्थापन में असफल होते हैं, तो खरीददार पीपीए को रद्द कर सकता है।
- (ङ) यदि खरीददार/मध्यस्थ खरीददार, अन्य बातों के साथ-साथ, आरएफएम अथवा पीपीए के समापन के अनुसरण में, देय राशियों के समय पर भुगतान में विफलता सहित अन्य कारणों से चूककर्ता है, तो उत्पादक अपने विवेकानुसार पीपीए को समाप्त कर सकता है। चूककर्ता खरीददार उत्पादक को, निर्धारित न्यूनतम सीयूएफ के साथ उसकी संविदा की गई क्षमता के लिए हजना उसकी संविदा की गई क्षमता के लिए 24 (चौबीस) माह अथवा पीपीए की शेष अवधि, जो भी कम हो, के समतुल्य, प्रभारों के हजनि का भुगतान करेगा।

6.7 विधि/विनियम में परिवर्तन

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

7. बोली प्रक्रिया

- 7.1 खरीददार/मध्यस्थ खरीददार एकल चरण, दो भाग (तकनीकी बोली एवं वित्तीय बोली) को अपनाते हुए बोलियां आमंत्रित करेगा, बोली प्रक्रिया इलेक्ट्रॉनिक पद्धति (ई-बोली) के माध्यम से संचालित की जाएगी। तकनीकी बोली पहले खोली जाएगी। केवल उन्हीं बोलीदाताओं की वित्तीय बोली खोली जाएगी जो तकनीकी बोली में अर्ह पाए जाएंगे। सफल ट्रैक रिकॉर्ड तथा पर्याप्त सुरक्षा और गोपनीयता की विशेषताओं वाले ई-प्रोक्योरमेंट प्लेटफॉर्म का उपयोग किया जाएगा।
- 7.2 खरीददार उत्पादकों को, इन दिशानिर्देशों के अनुसार, थर्मल विद्युत से परिपूरित सौर पीवी विद्युत संयंत्रों की संस्थापना तथा ऊर्जा भंडारण प्रणाली के साथ और उसके बिनासौर विद्युत की आपूर्ति हेतु आरएफएम में भाग लेने के लिए आमंत्रित करेगा।
- 7.3 विकासकर्ता, जिन्होंने पहले ही क्षमता संस्थापित कर ली है अथवा जिनके पास अतिरिक्त अबद्ध क्षमता है, वे भी इस बोली में भाग ले सकते हैं।
- 7.4 खरीददार द्वारा, आरएफएम तथा मसौदा पीपीए सहित बोली दस्तावेज को, इन दिशानिर्देशों तथा एसवीडी, यदि कोई हो, तो उनके अनुरूप तैयार किया जाएगा।
- 7.5 खरीददार इसके व्यापक प्रचार के लिए कम से कम दो राष्ट्रीय समाचार पत्रों में तथा अपनी वेबसाइट में आरएफएम नोटिस प्रकाशित करेगा।
- 7.6 खरीददार प्रत्याशित बोलीदाताओं के लिए बोली-पूर्व कॉन्फ्रेंस का अवसर प्रदान करेगा तथा किसी भी बोलीदाता के लिए निविदा दस्तावेजों की लिखित व्याख्या उपलब्ध कराएगा जिसे सभी अन्य बोलीदाताओं को भी उपलब्ध कराया जाएगा। सभी सम्बद्ध पार्टियां पूरी तरह लिखित पत्राचार पर ही भरोसा करेंगी। बोली दस्तावेजों से संबंधित किसी प्रकार के स्पष्टीकरण या संशोधन को पर्याप्त जानकारी हेतु खरीददार की वेबसाइट पर अपलोड किया जाएगा। बोली दस्तावेजों के संबंध में किसी भी तरह के संशोधन या आशोधन जारी किए जाने पर बोलीदाताओं को, बोलियाँ प्रस्तुत करने के लिए, तब से कम से कम 7 (दिनों) का समय दिया जाएगा।

8. चयन के लिए अनुरोध (आरएफएस) दस्तावेज

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

8.1 बोली उत्तरदायित्वता

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

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

8.2 बोलीदाताओं द्वारा पूरी की जाने वाली आवश्यक योग्यता

8.2.1 तकनीकी मानदंड:

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

8.2.2 वित्तीय मानदंड

(क) निवल मूल्य

- i). खरीददार आवश्यक योग्यता के भाग के रूप में निवल मूल्य में वित्तीय मानदंड का उल्लेख करेगा। निवल मूल्य की आवश्यकता अनुमानित "परियोजना" लागत का कम से कम 20% (बीस प्रतिशत) अथवा आरएफएस में विनिर्दिष्ट कोई अन्य मापदंड होनी चाहिए।
- ii). उपरोक्त प्रयोजन के लिए विचार किए जाने वाला निवल मूल्य बोलीदाता कंपनी या संघ (कंसोर्टियम) का संचयी निवल मूल्य होगा, जिसमें बोलीदाता (ओं) की ऐसी सहायक कंपनियों का निवल मूल्य शामिल होगा जो आरएफएस दस्तावेज के अनुसार, बोलीदाता (ओं) के ऐसा करने में विफल होने की स्थिति में अपेक्षित इकटिरी वित्तपोषण और कार्यनिष्पादन बैंक गारंटियां देने का वचन देंगी।
- iii). यह स्पष्ट किया जाता है कि इस खंड के लिए विचार किए जाने वाले निवल मूल्य की गणना कंपनी अधिनियम के अनुसार गणना किया गया कुल निवल मूल्य होगा।

(ख) परिसमापन

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

8.3 बयाना जमा राशि (ईएमडी) की मात्रा

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

8.4 विदेशी बोलीदाताओं द्वारा एफडीआई कानूनों का अनुपालन

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

9. बोली प्रक्रिया के लिए सूचक समय सारणी

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

बोली प्रक्रिया के लिए सूचक समय-सारणी		
क्र.सं.	कार्य वृतांत	शून्य तिथि से व्यतीत समय
1	दस्तावेज चयन के लिए अनुरोध (आरएफएस) दस्तावेज, परियोजना विशिष्ट मसौदा विद्युत क्रय करारों व अन्य मसौदा परियोजना करार और विद्युत विक्रय करार (पीएसए), यदि लागू हो, जारी करने की तारीख	शून्य तारीख
2	बोली स्पष्टीकरण, सम्मेलन, स्थल, यदि खरीददार द्वारा उल्लेख किया गया हो, सहित सभी परियोजना विशिष्ट विवरण साझा करने के लिए ऑनलाइन डेटा कक्ष खोलना, और आरएफएस में संशोधन करना।	**
3	आरएफएस बोली प्रस्तुत करना	22 दिन
4	तकनीकी बोलियों का मूल्यांकन	64 दिन
5	वित्तीय बोलियों का मूल्यांकन और ई-रिवर्स नीलामी करना	99 दिन
6	अवार्ड पत्र [लेटर ऑफ अवार्ड (एलओए)] जारी करना	110 दिन
7	पीपीए और पीएसए पर हस्ताक्षर (यदि लागू हो)	140 दिन

**आरएफएस दस्तावेज में किसी बदलाव के मामले में, खरीददार इन दिशानिर्देशों के खंड 7.5 के अनुसार बोलीदाताओं को अतिरिक्त समय देगा।

नोट: यह स्पष्ट किया जाता है कि यदि खरीददार उस कार्य से पहले पूरी की जाने हेतु अपेक्षित गतिविधियों की प्राप्ति में विलंब के कारण या किसी अन्य कारण से बोली प्रक्रिया में किसी भी कार्य के लिए अधिक समय लगा देता है, इस तरह के समय विस्तार को किसी भी तरह से इन दिशानिर्देशों से विचलन के रूप में नहीं माना जाएगा।

- 9.2 सामान्य परिस्थितियों में, बोली प्रक्रिया 110 (एक सौ दस) दिनों की अवधि में पूरी होने की संभावना है।

10. संविदा अवार्ड करना और समाप्त करना

- 10.1 पीपीए पर सफल बोलीदाता/परियोजना कंपनी या सफल बोलीदाता द्वारा स्थापित एमपीवी के हस्ताक्षर होंगे।

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

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

- 10.4 अधिनियम के प्रावधानों के अधीन, वितरण लाइसेंसधारक या मध्यस्थ खरीददार, जैसा भी मामला हो, इन दिशानिर्देशों के अनुसार आयोजित पारदर्शी प्रतिस्पर्धी बोली प्रक्रिया में, ई-रिवर्स नीलामी या अन्य के माध्यम से टैरिफ प्राप्त करने के 15 (पंद्रह) दिनों के अंदर, अधिनियम की धारा 63 के अनुसार, प्राप्त टैरिफ लागू करने के लिए समुचित आयोग से संपर्क करेगा।

- 10.5 यदि वितरण लाइसेंसधारक या मध्यस्थ खरीददार जैसा भी मामला हो, अधिनियम की धारा 63 के अंतर्गत, टैरिफ लागू करने के लिए उपयुक्त आयोग से संपर्क करता है, तो इस प्रकार के अनुरोध के साठ दिनों के भीतर या

विद्युत विक्रय करार (पीएसए) की तिथि से 120 (एक सौ बीस) दिनों के भीतर जो भी अधिक हो, उपयुक्त आयोग द्वारा निर्णय नहीं लिया जाता है, तो खरीददार उपयुक्त आयोग द्वारा इसे अपनाने/अनुमोदित करने में देरी [(60 (साठ) से अधिक दिनों के विलंब अथवा विद्युत विक्रय करार (पीएसए) से 120 (एक सौ बीस) दिनों से अधिक के विलंब, जो भी अधिक हो]के अनुसार, उत्पादकों को चालू करने के एमसीएसडी में समुचित आयोग द्वारा अपनाए। अनुमोदन किए जाने की तिथि तक उचित विस्तार प्रदान करेगा।

11. बैंक गारंटी/आदेश पर भुगतान पत्र/वचन पत्र

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

11.1 खंड 8.3 के अनुसार बयाना जमा राशि (ईएमडी), आरएफएस की प्रतिक्रिया सहित निम्नलिखित रूप में प्रस्तुत की जाएगी:

(क) बैंक गारंटी (गारंटियां);

या

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

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

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

(क). बैंक गारंटी (गारंटियां);

या

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

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

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

12. प्रमोटर द्वारा शेयरधारिता

12.1 सफल बोलीदाता, यदि वह एकल कंपनी है तो, यह सुनिश्चित करेगा कि एसपीवी/पीपीए निष्पादित करने वाली परियोजना कंपनी में उसकी हिस्सेदारी, खरीददार की पूर्व स्वीकृति के अलावा, एससीएसडी से 1 (एक) वर्ष से पूर्व किसी भी समय, 51% (इक्यावन प्रतिशत) से कम नहीं होगी। यदि सफल बोलीदाता एक संघ है, तो खरीददार की पूर्व सहमति के अलावा एसपीवी/पीपीए का निष्पादन करने वाली कंपनी में समूह के सदस्यों की संयुक्त हिस्सेदारी एससीएसडी से 1 (एक) वर्ष पूर्व किसी भी समय 51% से कम नहीं होगी। इसके अलावा, सफल बोलीदाता यह सुनिश्चित करेगा कि उसके प्रमोटर खरीददार की पूर्व अनुमति के अलावा एससीएसडी से 1 (एक) वर्ष तक बोली लगाने वाली कंपनी/समूह का नियंत्रण² नहीं छोड़ेंगे। ऐसे मामले में यह भी आवश्यक होगा कि सफल बोलीदाता खरीददार के साथ पीपीए पर हस्ताक्षर करने से पूर्व अपने प्रमोटरों तथा उनकी शेयरधारिता के बारे में जानकारी प्रदान करे।

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

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

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

13. विद्युत की आपूर्ति का आरंभ

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

13.2. आपूर्ति समय की शुरुआत:

(क). विकासकर्ता/सौर विद्युत उत्पादक आम तौर पर विद्युत की आपूर्ति निम्नलिखित अवधि के भीतर आरंभ करेगा:

- जहां विकासकर्ता/सौर विद्युत उत्पादक को आवंटित मात्रा 1000 मेगावाट से अधिक न हो, विद्युत क्रय करार के निष्पादन की तिथि से 24 (चौबीस) माह;
- जहां विकासकर्ता/सौर विद्युत उत्पादक को आवंटित मात्रा 1000 मेगावाट से अधिक न हो, विद्युत क्रय करार निष्पादन की तिथि से 30 (तीस) माह;

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

(ग). यह मान लिया गया है कि इन दिशानिर्देशों के खंड 10.5 के संदर्भ में, उपयुक्त आयोग द्वारा ऐसी प्रस्तुति के 60 दिनों या विद्युत विक्रय करार (पीएमए) की तिथि से 120 दिनों, जो भी अधिक हो, के भीतर टैरिफ को अपनाया जाएगा। तथापि, इन दिशानिर्देशों में निहित किसी बात के बावजूद, उपयुक्त आयोग द्वारा टैरिफ को अपनाने में कोई देरी, जो प्रस्तुति के 60 दिन से ज्यादा या पीएमए के 120 दिन से ज्यादा, जो भी अधिक हो, के कारण एससीएसडी में तदनुसार विस्तार किया जाएगा।

13.3. विद्युत आपूर्ति की शुरुआत में विलंब:

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

(क) विद्युत की आपूर्ति शुरू करने में एससीएसडी से 6 (छह) माह तक की देरी के लिए, प्रतिदिन आधार पर और उस संविदा की गई क्षमता, जिसमें विद्युत की आपूर्ति नहीं की गई, के अनुपात में निष्पादन बैंक गारंटी (पीवीजी), या वैकल्पिक साधनों का तकदीकरण

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

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

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

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

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

13.4 विद्युत की आपूर्ति की आंशिक शुरुआत

अभी तक विद्युत आपूर्ति आरंभ नहीं किए गए मांग पर पीपीए के अनुसार, शास्ति लगाने के प्रति किसी पूर्वाग्रह के बिना, खरीददार द्वारा परियोजना की विद्युत की आपूर्ति की आंशिक शुरुआत, इस शर्त के अध्यक्षीन स्वीकार की जाएगी कि पहले और बाद के हिस्से की स्वीकृति के लिए न्यूनतम क्षमता 50 मेगावाट होगी (अंतिम भाग के शेष संविदा क्षमता होते हुए)। बोली दस्तावेजों में एसटीयू संबद्ध परियोजनाओं के मामले में न्यूनतम आंशिक क्षमताओं को विनिर्दिष्ट किया जाएगा। तथापि, विद्युत की आपूर्ति आंशिक रूप से शुरू होने के कारण एससीएसडी में परिवर्तन नहीं होगा। विद्युत की आंशिक या पूर्ण आपूर्ति की तारीखों पर ध्यान दिए बिना, पीपीए, बोली में निर्दिष्ट अवधि के लिए, लागू रहेगा।

13.5 विद्युत की आपूर्ति की शीघ्र शुरुआत

सौर विद्युत उत्पादक को एससीएसडी से पहले भी, पूर्ण और आंशिक रूप से अनुबंधित क्षमता के अनुरूप विद्युत की आपूर्ति शुरू करने की अनुमति दी जाएगी। उत्पादक को परियोजना से विद्युत की आपूर्ति शुरू करने की अनुमति दी जाएगी, जिसमें अंतिम खरीददार को उस विद्युत के लिए मनाही करने का पहला अधिकार होगा। अंतिम खरीददार द्वारा उस विद्युत की मनाही के बाद, मध्यस्थ खरीददार के पास मनाही का अधिकार होगा। यदि खरीददार/मध्यस्थ खरीददार इस मामले में विद्युत खरीदने का निर्णय लेते हैं, तो इस प्रकार की विद्युत लागू संविदा वर्ष के लिए पीपीए टैरिफ पर खरीदी जाएगी और इस संबंध में निविदा दस्तावेजों में विशिष्ट प्रावधान विनिर्दिष्ट किए जाएंगे।

14. पारेषण कनेक्टिविटी

14.1 पारेषण कनेक्टिविटी प्राप्त करने की जिम्मेदारी उत्पादक की होगी और यह उत्पादक की लागत पर होगी।

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

15. तकनीकी विशिष्टताएं

प्रौद्योगिकी संबंधी जोखिमों को कम करने और परियोजनाओं से आपूर्ति के समय पर आरंभ करने के लिए खरीददार वाणिज्यिक रूप से सुस्थापित और प्रचलनात्मक प्रौद्योगिकियों को बढ़ावा देगा। सौर पीवी/पवन/ऊर्जा

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 में 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 एमबीडी से विचलन आवश्यक हो जाता है, तो यह बोली प्रक्रिया की शुरुआत होने से पूर्व ही उपयुक्त सरकार द्वारा अनुमोदन के अध्यक्षीन 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 अधिकार प्राप्त 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 पारेपण 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 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:

- 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.
- 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.
- 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.
- 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.
- 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 to 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

- (a). For delay in commencement of supply of power beyond six months from SCSD, the generator event of default shall be construed to have occurred and consequences shall be in accordance with Clause 13.3.
- (b). 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 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.
- (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 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

Annexure-I

No. 23/16/2020-R&R Part (1)
Government of India
Ministry of Power

Shram Shakti Bhawan, Rafi Marg,
New Delhi, 11th March, 2022

To

1. Secretary, MNRE, New Delhi.
2. The Chairperson, CEA, R K Puram, New Delhi.
3. ACS/Principal Secretaries/Secretaries (Power/Energy) of all State Governments/UTs.
4. Secretaries of All State Electricity Regulatory Commissions/JERCs.
5. CMD/MDs of all Gencos/Discoms/Transcos.
6. Secretary, Central Electricity Regulatory Commission (CERC), New Delhi.
7. CMD/MDs of all CPSUs under administrative control of Ministry of Power & MNRE.
8. DG, Association of Power Producers(APP), New Delhi.
9. President, FICCI / President, CII, New Delhi
10. CMD, IEX LTD New Delhi & MD/CEO, PXIL , Mumbai
11. Chairman, Indian Wind Power Association, New Delhi
12. Director General, National Solar Energy Federation of India (NSEFI), New Delhi.
13. DG, Solar Power Developers Association, New Delhi
14. CMD/MD, SECI, New Delhi

Sub: Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services – Reg

Sir/Madam,

I am directed to forward herewith the resolution dated 10-03-2022 regarding **Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services** for information and necessary action please.

2. This issues with the approval of Competent Authority.

Encl:- As above

Yours faithfully,



(Debranjana Chattopadhyay)
Deputy Secretary to the Govt. of India
Tele No. 23715250

Copy for information to:

1. PS to Hon'ble Minister of Power & NRE, APS to Hon'ble MoSP, Sr. PPS to Secretary, MoP.
2. All Additional Secretaries, Ministry of Power.
3. All Joint Secretaries/Economic Adviser/CE, Ministry of Power.

Copy to: Technical Director, NIC Cell for uploading on MOP's website under "New Notices"



भारत का राजपत्र

The Gazette of India

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असाधारण
EXTRAORDINARY

भाग I—खण्ड 1
PART I—Section 1

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PUBLISHED BY AUTHORITY

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विद्युत मंत्रालय

संकल्प

नई दिल्ली, 10 मार्च, 2022

सं. 23/16/2020-आर एंड आर भाग (1).—

उत्पादन, पारेषण और वितरण परिसंपत्तियों के हिस्से के रूप में सहायक सेवाओं सहित बैटरी ऊर्जा भंडारण प्रणालियों के क्रय और उपयोग के लिए दिशानिर्देश

खंड 1: पृष्ठभूमि और परिचय

क. प्रस्तावना

1. पृष्ठभूमि

क. भारत में नवीकरणीय ऊर्जा का विकास देश के ऊर्जा क्षेत्र की प्रमुख सफलताओं में से एक रहा है। आज, सौर और पवन ऊर्जा, पारंपरिक ऊर्जा स्रोतों की भांति देश के ऊर्जा मिक्स का अभिन्न अंग बन गए हैं। भारत ने वर्ष 2030 तक नवीकरणीय ऊर्जा के माध्यम से 500 गीगावाट गैर-जीवाश्म ऊर्जा क्षमता संस्थापित करने और देश की ऊर्जा आवश्यकताओं के 50% भाग की पूर्ति करने के महत्वाकांक्षी लक्ष्य के दौरान पहले ही 150 गीगावाट नवीकरणीय ऊर्जा क्षमता की प्राप्ति कर ली है। भारत के ऊर्जा मिक्स में नवीकरणीय ऊर्जा की हिस्सेदारी में उल्लेखनीय वृद्धि होने के साथ, तथा वर्ष 2030 तक लक्षित ऊर्जा मिक्स को देखते हुए, देश की अनुमानित ऊर्जा मांग को पूरा करने के लिए संसाधनों के इष्टतम उपयोग और सही संसाधन मिक्स के चयन की योजना बनाना उचित है।

ख. प्रौद्योगिकी और विनिर्माण में हुई विभिन्न वैश्विक प्रगतियों के फलस्वरूप, नवीकरणीय ऊर्जा, वार्षिक ऊर्जा आवश्यकताओं के लिए सर्वाधिक वहनीय और स्वच्छ स्रोत बन गई है। प्रारंभिक उत्पादन क्षमताओं को अब तक ग्रिड से सफलतापूर्वक जोड़ा जा चुका है, लेकिन ऊर्जा मिक्स में नवीकरणीय ऊर्जा की बढ़ते प्रवेश के चलते, आपूर्ति-मांग में विमंगल होने के कारण, आगे क्षमता अभिवृद्धि में समस्याओं का सामना करना पड़ सकता है, जहाँ नवीकरणीय ऊर्जा स्रोतों से विद्युत उत्पादन मुख्य रूप से निम्न मांग अवधि के दौरान किया जाता है और अनिश्चित प्रकृति का होना इसकी एक विशेषता है। कुछ यूटिलिटीज ने पहले से ही अपने ग्रिड में नवीकरणीय ऊर्जा के एकीकरण के प्रभावों को अनुभव करना शुरू कर दिया है और विद्युत में कटौती के लिए वाध्य हैं। इस संदर्भ में, केंद्रीय विद्युत प्राधिकरण (सीईए) ने जनवरी, 2020 की "वर्ष 2029-30 के लिए इष्टतम उत्पादन क्षमता मिक्स" शीर्षक की अपनी रिपोर्ट में ताप विद्युत आधारित उत्पादन के ऊर्जा भंडारण प्रौद्योगिकी से अनुपूरित नवीकरणीय ऊर्जा उत्पादन के साथ प्रतिस्थापन की मुख्य कठिनाइयों की परिकल्पना की है। इस संबंध में, उपर्युक्त रिपोर्ट का एक अंश निम्नवत पुनः प्रस्तुत है:

"यह सौर पैनलों की लागत में गिरावट और बैटरी ऊर्जा भंडारण प्रणालियों जैसे नए प्रौद्योगिकी विकल्पों से संभव हुआ है। वास्तव में, लागत अनुमानों में कमी निकट भविष्य में वित्तीय रूप से व्यवहार्य बनाने हेतु बैटरी ऊर्जा भंडारण प्रौद्योगिकी के लिए अत्यंत महत्वाकांक्षी है। इस संदर्भ में, इष्टतम उत्पादन क्षमता मिक्स की आयोजना का महत्व बहुत बढ़ जाता है, ताकि भावी उत्पादन क्षमता मिक्स किफायती होने के साथ-साथ पर्यावरण अनुकूल भी हो, इष्टतम उत्पादन मिक्स की प्राप्ति हेतु प्रणालियों और नीतियों को सक्षम बनाने के लिए 10-12 वर्षों का समय पर्याप्त है।"

ग. उपर्युक्त के अलावा, सहायक सेवाएँ पूरी दुनिया में विद्युत पारिस्थितिकी तंत्र का एक अभिन्न अंग रही हैं। विद्युत आपूर्ति प्रणाली में आवृत्ति और वोल्टेज नियंत्रण की बुनियादी सेवाएँ अंतर्निहित हैं और इन बुनियादी सेवाओं के प्रावधान को सक्षम बनाने के लिए, विश्वसनीय और कुशल ग्रिड परिचालन के अनुपूरण लिए विशिष्ट सहायता सेवाओं की आवश्यकता होती है। ये समर्थन सेवाएँ जो 'मूल्य वर्धित सेवाओं' के रूप में कार्य करती हैं, उन्हें 'सहायक सेवाओं' के रूप में जाना जाता है। सहायक सेवाओं में भार-उत्पादन संतुलन (फ्रीक्वेंसी नियंत्रण) बनाए रखने, वोल्टेज और प्रतिक्रियाशील विद्युत सपोर्ट बनाए रखने और उत्पादन एवं पारेषण रिजर्व को बनाए रखने के लिए सहायक सेवाएँ शामिल हैं। प्रारंभिक कदम के रूप में, केंद्रीय विद्युत विनियामक आयोग (सीईआरसी) ने वर्ष 2013 में "भारतीय विद्युत बाजार में सहायक सेवाओं की शुरुआत" पर एक स्टाफ पेपर जारी किया था। स्टाफ पेपर में सहायक सेवाओं के प्रकारों जैसे कि वास्तविक विद्युत सहायक सेवाएँ या फ्रीक्वेंसी सपोर्ट सहायक सेवाएँ/लोड फॉलोइंग एवं वोल्टेज या प्रतिक्रियाशील विद्युत सहायक सेवाएँ व ब्लैक स्टार्ट सहायक सेवाओं के विषय में चर्चा की गई थी। यह परिकल्पना की गई थी कि अधिशेष क्षमता (अर्थात् उस क्षमता के लाभार्थियों द्वारा या तो बिना मांग वाली अधिशेष क्षमता या वैसे उत्पादक जो बाजार में अपनी विद्युत क्षमता का विक्रय नहीं कर सके और/या अधिशेष कैप्टिव क्षमता) वाले उत्पादकों को एक अलग बाजार खंड में विद्युत एक्सचेंज में बोली लगाने की अनुमति दी जा सकती है।

घ. उपर्युक्त के अनुसरण में, सीईआरसी द्वारा अगस्त, 2015 में सहायक सेवा परिचालन संबंधी विनियम जारी किए गए। पणधारियों के साथ परामर्श के पश्चात, सीईआरसी ने निर्णय लिया कि वर्तमान आवश्यकता को पूरा करने के लिए, अंतर-राज्यीय स्तर पर उत्पादक स्टेशनों में उपलब्ध डिस्पैच नहीं की गई अधिशेष क्षमता के उपयोग के माध्यम से तृतीयक आवृत्ति नियंत्रण, जिसका प्रशुल्क सीईआरसी द्वारा निर्धारित किया/अपनाया जाता है, को रिजर्व रेगुलेशन एमिलरी सर्विस (आरआरएएस) के रूप में प्रस्तुत किया जा सकता है। योग्यता क्रम प्रेषण के लिए आरआरएएस प्रदाता की परिवर्तनीय लागत पर विचार किया जाता है। संकुलन प्रबंधन को सुविधाजनक बनाने के लिए, आरआरएएस के प्रेषण के दौरान पारेषण बाधाओं (अंतःक्षेत्रीय और अंतर्क्षेत्रीय दोनों) पर विचार किया जाता है। आरआरएएस प्रदाताओं को प्रोत्साहन के रूप में मार्क-अप के साथ निश्चित प्रभागों और परिवर्तनीय प्रभागों दोनों का भुगतान किया जाता है। फलस्वरूप अभ्यर्पित ऊर्जा के अनुपात में नियत शुल्क, मूल लाभार्थी(यों) को वापस किए जाते हैं। इसलिए, वर्तमान में, भारत में सहायक सेवाएँ उन संसाधनों द्वारा प्रदान की जाती हैं जो गतिमान हैं और पहले से ही एक निश्चित मेगावाट स्तर पर निर्धारित किए गए हैं, जिसमें उतार-चढ़ाव को नियमित करने के लिए हेडरूम और लेगरूम मार्जिन (रिजर्व के रूप में) दोनों उपलब्ध हैं। जबकि, निर्धारित

मेगावाट का निर्णय, बाजार प्रतिभागियों द्वारा किया जाता है, वहीं मिस्टम ऑपरेटर, फ्रीक्वेंसी नियंत्रण के लिए सहायक सेवाओं के रूप में उत्पादन मार्जिन के केवल हेडरूम और लेगरूम का उपयोग करता है।

- ड. उत्पादन क्षमता के अनुरूप मांग बढ़ने से, वर्तमान सहायक प्रणाली को बदला जा रहा है, नई सहायक प्रणाली को उत्पादन और पारेषण मिक्स को इष्टतम करने के लिए ऊर्जा भंडारण प्रणालियों (ईएसएस) को मौजूदा और भावी आरई क्षमता के साथ एकीकृत करना आवश्यक है। प्रशुल्क-आधारित बोली प्रणाली के माध्यम से नई नवीकरणीय ऊर्जा क्षमता स्थापित करने संबंधी दिशानिर्देश पहले से ही अस्तित्व में हैं। ऊर्जा मिक्स में भंडारण घटक की वृद्धि करने के संबंध में, विद्युत मंत्रालय ने अप्रैल, 2021 में केविप्रा से व्यावसायिक मामले के रूप में भंडारण के उपयोग और सहायक सेवाओं के लिए की पहचान करने संबंधी एक रिपोर्ट प्रस्तुत करने का अनुरोध किया था। यह रिपोर्ट, अपेक्षित भंडारण क्षमता प्रदान करने के लिए व्यावसायिक रूप से प्रयुक्त समाधान के रूप में पंप्ड हाइड्रो भंडारण प्रणाली (पीएसपी) और बैटरी ऊर्जा भंडारण प्रणाली (बीईएसएस) को चिन्हित करती है। केविप्रा द्वारा किए गए अध्ययन से पता चला है कि योजना मॉडल द्वारा वर्ष 2027-28 के बाद से बैटरी ऊर्जा भंडारण प्रणाली का चयन किया गया है और 27,000 मेगावाट/108,000 मेगावाट (4-घंटे भंडारण) की बैटरी ऊर्जा भंडारण क्षमता के वर्ष 2029-30 में संस्थापित क्षमता का हिस्सा होना अनुमानित है। यह वर्ष 2029-30 में संस्थापित क्षमता के एक घटक के रूप में परिकल्पित पंप्ड हाइड्रो भंडारण प्रणाली के 10,151 मेगावाट तक अतिरिक्त है।
- च. मौजूदा पंप्ड हाइड्रो स्टोरेज प्लांट्स से प्राप्त उपलब्ध सीमित समर्थन और नए पंप्ड हाइड्रो स्टोरेज संयंत्रों के लिए लंबी विकासात्मक अवधि के कारण, भारतीय विद्युत व्यवस्था के लिए संसाधन पर्याप्तता के विभिन्न स्रोतों में से एक के रूप में बैटरी ऊर्जा भंडारण प्रणाली (बीईएसएस) की परिस्थितियों पर विचार किया जाना चाहिए। यह तथ्य सामने आया है कि नवीकरणीय ऊर्जा के साथ-साथ स्टोरेज/बीईएस से संसाधन पर्याप्तता सुनिश्चित करने के अलावा उत्पादन में अपेक्षित सुविधा प्राप्त हो सकती है।

2. उद्देश्य

इन दिशानिर्देशों के विशिष्ट उद्देश्य निम्नवत हैं:

- क. परिवर्तनशीलता/विद्युत आपूर्ति में एकरूपता/विद्युत उत्पादन में वृद्धि/किसीविशिष्ट आरई परियोजना या आरई परियोजनाओं के पोर्टफोलियो से आपूर्ति की अवधि में विस्तार पर ध्यान देने, मौजूदा आरई परियोजनाओं के संवर्द्धन और/या ग्रिड के लिए सहायक, ग्रिड सहायता और स्थिति के अनुरूप सेवाएँ प्रदान करने के लिए विशिष्ट आरई विद्युत परियोजनाओं के हिस्से के रूप में अथवा पृथक रूप से बीईएसएस की खरीद को सुविधा प्रदान करना।
- ख. पारेषण और वितरण नेटवर्क के इष्टतम उपयोग के लिए बीईएसएस की खरीद को सुविधा प्रदान करना।
- ग. अंतर-राज्यीय/अंतःराज्यीय विद्युत के क्रय-विक्रय हेतु क्रय प्रक्रिया में पारदर्शिता और निष्पक्षता सुनिश्चित करने के लिए/तथा समूहक/व्यापार लाइसेंसधारियों/कार्यान्वयन एजेंसी के रूप में किसी मध्यवर्ती क्रेता के लिए फ्रेमवर्क प्रदान करना।
- घ. प्रक्रियाओं में मानकीकरण और एकरूपता और ऊर्जा भंडारण और भंडारण क्षमता क्रय में शामिल, विभिन्न पणधारियों के बीच एक जोखिम-साझाकरण फ्रेमवर्क प्रदान करना, जिससे प्रतिस्पर्धा को प्रोत्साहित किया जा सके और परियोजनाओं की बैंकेबिलिटी को बढ़ाया जा सके।

ख. दिशानिर्देशों का प्रयोजन

1. दिशानिर्देशों की प्रयोज्यता

ये दिशानिर्देश, विद्युत अधिनियम, 2003 की धारा 63 के प्रावधानों के अंतर्गत "निर्माण-स्वामित्व-प्रचालन" या "निर्माण-स्वामित्व-प्रचालन-अंतरण" आधार पर स्थापित की जाने वाली ग्रिड से जुड़ी परियोजनाओं से, प्रतिस्पर्धी बोली के माध्यम से, क्रेताओं द्वारा बीईएसएस से ऊर्जा की खरीद के लिए जारी किए जा रहे हैं, जिसमें न्यूनतम परियोजना आकार और बोली क्षमता आवश्यकताएँ निम्नवत हैं:

- (i) अंतः-राज्यीय परियोजनाओं के लिए: 1 मेगावाट की न्यूनतम बोली क्षमता के साथ एक साइट पर प्रयोज्यता के आधार पर उपयुक्त ऊर्जा रेटिंग सहित 1 मेगावाट और उससे अधिक की विद्युत रेटिंग का न्यूनतम विशिष्ट परियोजना आकार; तथा

(ii) अंतर-राज्यीय परियोजनाओं के लिए: मौजूदा सीईआरसी विनियमों/विस्तृत प्रक्रिया द्वारा निर्दिष्ट न्यूनतम वोल्टेज स्तर पर 50 मेगावाट की न्यूनतम बोली क्षमता के साथ एक साइट पर प्रयोज्यता के आधार पर उपयुक्त ऊर्जा रेटिंग सहित 50 मेगावाट और उससे अधिक की न्यूनतम विशिष्ट परियोजना क्षमता।

2. इन दिशानिर्देशों के प्रावधान बीईएसएसडी/क्रेता/मध्यवर्तीक्रेता/अंतिम क्रेता/कार्यान्वयन एजेंसी और क्रेता के अधिकृत प्रतिनिधि पर बाध्यकारी होंगे। इन दिशानिर्देशों से किसी भी प्रकार के प्रस्तावित परिवर्तन की स्थिति में अपनाई जाने वाली प्रक्रिया, इन दिशानिर्देशों के खंड क, भाग V में निर्दिष्ट है।

3. व्यावसायिक मामले

ऊर्जा की आपूर्ति और ग्रिड रखरखाव में बीईएसएस के उपयोग के संबंध में निम्नलिखित व्यावसायिक मामलों की पहचान की गई है:

- (i) बीईएसएस से आरई आपूर्ति: इस मामले में, बीईएसएस को आरई परियोजना के हिस्से के रूप में शामिल किया गया है, और आरई और बीईएसएस परिसंपत्तियों का स्वामित्व उत्पादक के पास है। इन परियोजनाओं का उपयोग क्रेताओं की व्यस्ततम विद्युत और निश्चित प्रेषण योग्य आरई आवश्यकताओं को पूरा करने के लिए भी किया जा सकता है।
 - (ii) पारेषण अवसंरचना के साथ बीईएसएस: इस मॉडल का उद्देश्य पारेषण परिसंपत्ति के उपयोग को अधिकतम करना, पारेषण प्रणाली के उपयोग की अवधि बढ़ाना और ग्रिड स्थिरता को सुदृढ़ करना है। ये प्रणालियां पारेषण क्षमता के इष्टतम उपयोग और नेटवर्क संकुलन को कम करके पारेषण अवसंरचना के बड़े पैमाने पर अनुकूलन को सक्षम बनाएंगी। फलस्वरूप, निकासी और पारेषण अवसंरचना के संवर्धन की आवश्यकता काफी कम हो जाती है।
 - (iii) सहायक सेवाओं/संतुलन सेवाओं और लचीले प्रचालनों के लिए भंडारण: तेज रैंप दर के साथ बीईएसएस, इंटरचेंज प्रवाह के हर पल के प्रबंधन के लिए विशेष रूप से उपयुक्त है। प्रणालीप्रचालक (उदाहरण के लिए आरएलडीसी/एनएलडीसी और एसएलडीसी) भार और उत्पादन में अंतर्निहित अनिश्चितता/भिन्नताओं के प्रबंधन के लिए आवृत्ति नियंत्रण और संतुलन सेवाओं के लिए बीईएसएस का उपयोग कर सकते हैं।
 - (iv) वितरण के लिए भंडारण: इस मॉडल का उद्देश्य भंडारण परिसंपत्ति के उपयोग को अधिकतम करना और डिस्कॉम प्रचालनों को सुदृढ़ करना है। भार केंद्रों पर जुड़ने से, डिस्कॉम द्वारा अपने व्यस्ततमकालीन भार, ग्रिड लचीलेपन के प्रबंधन, पोर्टफोलियो प्रबंधन और लचीले प्रचालन के लिए उसका उपयोग उपयुक्त रूप से किया जा सकता है। बीईएसएस का उपयोग डिस्कॉमों के लिए प्रमुख उपभोक्ताओं के हिस्से के रूप में इलेक्ट्रिक मोबिलिटी सेगमेंट के बड़े पैमाने पर विस्तार को सुविधा प्रदान करने के लिए भी किया जा सकता है। बीईएसएस का उपयोग डिस्कॉमों द्वारा परिसंपत्ति स्थानांतरण प्राप्त करने के लिए इष्टतम साधन के रूप में भी किया जा सकता है, फलस्वरूप परिसंपत्ति की सक्रियता बढ़ेगी।
 - (v) आर्बिट्रिज प्रचालन के लिए स्टैंडअलोन बीईएसएस जिसका उपयोग व्यापारिक प्रचालन सहित विकासकर्ता/—स्वामी अथवा पट्टाधारी द्वारा किया जा सकता है।
 - (vi) बीईएसएस विकासकर्ता/स्वामी किसी विशेष अवधि के लिए भंडारण स्थान का विक्रय कर सकता है। इस स्थिति में वह प्रभार प्राप्त करेगा।
 - (vii) कोई अन्य व्यवसाय मॉडल जैसा कि क्रेता/मध्यवर्ती क्रेता/लाभग्राहियों/उत्पादकों द्वारा उपयुक्त पाया जाए।
 - (viii) उपर्युक्त क्रम सं. (i) से (vii) पर वर्णित व्यापारिक मामलों के साथ-साथ बीईएसएस विकासकर्ता द्वारा किसी निश्चित घटक को भी व्यापारिक क्षमता के रूप में उपयोग हेतु निर्धारित किया जा सकता है। इस घटक को मौजूदा विनियमों के अनुसार विद्युत बाजार में ट्रेड किया जा सकता है।
4. ये दिशानिर्देश उपर्युक्तक्रमांक (ii) से (vii) द्वारा चिन्हित व्यावसायिक मामलों के लिए लागू होंगे। उपर्युक्त क्रमांक (i) के लिए अर्थात् उन प्रणालियों के मामले में जिनमें बीईएसएस के साथ एक एकल परियोजना (सह-स्थित या बहु-स्थित) के रूप में आरई उत्पादन स्टेशन शामिल हैं, सौर, पवन और हाइब्रिड विद्युत परियोजनाओं से विद्युत के

क्रय के लिए जारी संबंधित मानक बोली दिशानिर्देश अथवा विद्युत मंत्रालय द्वारा एकीकृत मानक बोली दिशानिर्देश लागू होंगे।

5. बीईएसएस को आरई और गैर-आरई विद्युत के संयोजन के माध्यम से आरई विद्युत अथवा गैर-आरई विद्युत द्वारा चार्ज किया जाए, तथापि जब यह आरई विद्युत की आपूर्ति करना चाहता है, तो उसे केवल आरई विद्युत द्वारा चार्ज करने की आवश्यकता होगी।

खंड-II: परिभाषाएं

इन दिशानिर्देशों में प्रयुक्त शब्दों के निम्नलिखित अभिप्राय होंगे:

1. "अधिनियम" से दिनंतर संशोधनों तथा उनके जारी किए गए स्पष्टीकरणों सहित, विद्युत अधिनियम, 2003 अभिप्रेत होगा।
2. "समायोजित इक्विटी" से भारतीय रुपये में वित्त पोषित और चालू माह के पहले दिन ("संदर्भ तिथि"), नीचे निर्धारित तरीके से समायोजित इक्विटी अभिप्रेत होगी, जो मूल्यह्रास और थोक मूल्य सूचकांक (डब्ल्यूपीआई) में भिन्नताओं के कारण और नियत तारीख के महीने के पहले दिन (वित्तीय समापन की प्राप्ति की तारीख) और संदर्भ तिथि के बीच आने वाली किसी संदर्भ तिथि के लिए इसके मान में परिवर्तन को प्रतिबिंबित करेगी।
 - क. वाणिज्यिक प्रचालन तिथि (सीओडी) को या उससे पहले, समायोजित इक्विटी भारतीय रुपये में वित्त पोषित व्यय की गई इक्विटी की राशि के बराबर होगी और परियोजना पर खर्च की जाएगी, जो नियुक्त तिथि और संदर्भ तिथि के माह के पहले दिन के बीच डब्ल्यूपीआई में होने वाले बदलाव के आधे की सीमा तक संशोधित होगी;
 - ख. सीओडी के अनुसार समायोजित इक्विटी के बराबर राशि को आधार ("आधार समायोजित इक्विटी") माना जाएगा;
 - ग. सीओडी के बाद, सीओडी के बाद प्रत्येक महीने की शुरुआत में 0.333% (शून्य बिंदु तीन तीन प्रतिशत) कम करते हुए [किसी वर्ष की प्रति तिमाही 1% (एक प्रतिशत) की कमी] यहां समायोजित इक्विटी बेस एडजस्टेड इक्विटी के बराबर राशि होगी, और इस प्रकार प्राप्त राशि को सीओडी और संदर्भ तिथि के बीच डब्ल्यूपीआई में होने वाले भिन्नता की सीमा तक संशोधित किया जाएगा;

संदेह से बचने के लिए, समायोजित इक्विटी की समाप्ति की स्थिति में, अंतरण तिथि से ठीक पहले की संदर्भ तिथि के अनुसार गणना की जाएगी; बशर्ते कि समायोजित इक्विटी में उस अवधि के बराबर अवधि में कोई कमी, यदि कोई हो, के लिए नहीं की जाएगी जिसके लिए बीईएसपीए अवधि आगे बढ़ाई गई है, बल्कि डब्ल्यूपीआई के कारण संशोधन करना जारी रखा जाएगा।
3. किसी कंपनी के संबंध में "संबद्ध" से वह व्यक्ति अभिप्रेत होगा जो ऐसी कंपनी को नियंत्रित करता है, उसके द्वारा नियंत्रित किया जाता है, या उसके सामान्य नियंत्रणाधीन है।
4. "वार्षिक उपलब्धता" आरएफएस में परिभाषित अनुसार होगी।
5. "उपयुक्त आयोग" का वही अभिप्राय होगा जो अधिनियम में परिभाषित है।
6. क्रेता का "अधिकृत प्रतिनिधि": ऐसे मामलों में, जहां बैटरी ऊर्जा भंडारण क्रय करार (बीईएसपीए) पर हस्ताक्षर करने वाली एजेंसी और निविदा/बोली प्रक्रिया कराने वाली एजेंसी अलग-अलग हैं, तो निविदा/बोली प्रक्रिया कराने वाली एजेंसी को 'क्रेता' का अधिकृत प्रतिनिधि माना जाएगा और इन दिशानिर्देशों के अनुसार, बोली लगाने के चरण के दौरान 'क्रेता' पर लगाई गई सभी बाध्यताओं को पूरा करने के लिए क्रेता की ओर से जिम्मेदार होगा।
7. "बैटरी ऊर्जा भंडारण प्रणाली विकासकर्ता" या "बीईएसएसडी" या "विकासकर्ता" से इन दिशानिर्देशों के अंतर्गत विद्युत की आपूर्ति के लिए बीईएसएस सुविधा का स्वामित्व/प्रचालन करने वाली कंपनी अभिप्रेत होगी।
8. "बैटरी ऊर्जा भंडारण क्रय करार" अथवा "बीईएसपीए" से अभिप्राय बीएसएसएस क्षमता के क्रय के लिए मध्यवर्ती क्रेता अथवा अंतिम क्रेता (जैसा लागू हो) द्वारा बीईएसएसडी के साथ किए गए करार से है।

9. "बैटरी ऊर्जा भंडारण प्रणाली" या "बीईएसएस" या "परियोजना" से ऐसी प्रणाली (प्रणालियां)/परियोजनाएं अभिप्रेत हैं जो इलेक्ट्रोकेमिकल बैटरी(लेड एसिड, ली-आयन, सॉलिड स्टेट बैटरी, फ्लो बैटरी, आदि) जैसी विधियों और प्रौद्योगिकियों का उपयोग करती हैं, एक ऐसी सुविधा प्रदान करती हैं जिसमें रासायनिक ऊर्जा भंडारित की जा सके और भंडारित ऊर्जा को विद्युत के रूप में वितरित करती हैं, जिसमें सहायक सुविधाएं (उदाहरण के लिए ग्रिड सहायता) शामिल हैं, किन्तु ये इस तक ही सीमित नहीं होतीं। ऐसी प्रणालियां आर्इ उत्पादक स्टेशनों के साथ सह-स्थित हो सकती हैं, स्टैंड-अलोन आधार पर प्रचालित की जा सकती हैं।
10. "बोलीकर्ता एजेंसी" इन दिशानिर्देशों के अंतर्गत निविदा दस्तावेज जारी करने वाले और चयन प्रक्रिया को कार्यान्वित करने वाले संगठन को संदर्भित करेगी।
11. "नियंत्रण" से प्रत्यक्ष या अप्रत्यक्ष रूप से, ऐसी कंपनी के 50% से अधिक वोटिंग शेयरों का स्वामित्व या सर्वाधिक निदेशकों को नियुक्त करने का अधिकार अभिप्रेत है।
12. "देय ऋण" से अंतरण तिथि को बकाया भारतीय रुपये में अभिव्यक्त निम्नलिखित राशियों का योग अभिप्रेत होगा:
- क. कुल परियोजना लागत ('मूलधन') के वित्तपोषण के लिए वित्तीय करारों के अंतर्गत वरिष्ठ ऋणदाताओं द्वारा प्रदान की गई ऋण की मूल राशि, किन्तु इसमें मूलधन का ऐसा कोई हिस्सा शामिल नहीं होगा जो अंतरण तिथि से 2 (दो) वर्ष पहले पुनर्भुगतान के लिए देय हो गया था;
- ख. अंतरण तिथि तक उपर्युक्त उप-खंड (क) में संदर्भित ऋण पर या उसके संबंध में वित्तपोषण करारों के अंतर्गत देय सभी अर्जित ब्याज, वित्तपोषण शुल्क और प्रभार, किन्तु इसमें: (i) अंतरण तिथि से 2 (दो) वर्ष पहले देय हुआ कोई ब्याज, शुल्क अथवा प्रभार, (ii) किसी वरिष्ठ ऋणदाता को वित्तपोषण करारों के अंतर्गत भुगतानयोग्य कोई दंड ब्याज अथवा प्रभार, (iii) क्रेता की चूक के कारण उत्पन्न किसी ऐसे प्रभार को छोड़कर, ऋण केवलरित पुनर्भुगतान के संबंध में कोई पूर्व-भुगतान प्रभार, और (iv) वित्तीय पैकेज में शामिल और कुल परियोजना लागत के वित्तपोषण के लिए इच्छिती निवेशकों अथवा उनसे संबद्ध कंपनियों द्वारा संवितरित कोई गौण ऋण शामिल नहीं होगा।
- परंतु यदि सम्पूर्ण देय ऋण अथवा उसका कोई हिस्सा वरिष्ठ ऋणदाताओं और/अथवा रियायतग्राही के विकल्प पर इच्छिती में परिवर्तनीय है, तो इस करार के उद्देश्य के लिए इसे यदि ऐसा परिवर्तन नहीं किया गया हो तो भी देय ऋण नहीं माना जाएगा और इसके मूल का निपटान इस प्रकार किया जाएगा कि जैसे ऐसा परिवर्तन कर दिया गया था। परंतु यह भी कि सीओडी को अथवा उसके बाद देय ऋण, किसी भी स्थिति में कुल परियोजना लागत के 80% (अस्मी प्रतिशत) से अधिक नहीं होगा।
13. "अंतिम क्रेता" से मध्यवर्ती क्रेता अथवा बैटरी भंडारण प्रणाली विकासकर्ता, जैसा भी मामला हो, से ऊर्जा का अंतिम क्रेता अभिप्रेत है; और इसमें, जैसा लागू हो, वितरण लाइसेंसधारी, थोक उपभोक्ता आदि शामिल होंगे।
14. "वित्तीय परिसमापन" अथवा "परियोजना वित्तपोषण व्यवस्था" से 100% परियोजना लागत के लिए बैटरी भंडारण प्रणाली विकासकर्ता द्वारा कंपनी द्वारा अपने आंतरिक संसाधनों (निदेशक मंडल द्वारा पारित संकल्प द्वारा) से निधियों की प्रतिबद्धता और/अथवा ऋण की स्वीकृति अथवा वित्तपोषण के लिए सहमत होते हुए निश्चित प्रतिबद्धता पत्र द्वारा किसी बैंक/वित्तीय संस्था के माध्यम से निधियों की व्यवस्था द्वारा आवश्यक निधियों की व्यवस्था अभिप्रेत है।
15. "मध्यवर्ती क्रेता" अथवा "कार्यान्वयन एजेंसी": कुछ मामलों में, खरीदी गई विद्युत को संचित करने और/अथवा विभिन्न विकासकर्ताओं से बड़े पैमाने की ऊर्जा भंडारण क्षमता के साथ इसे सुदृढ़ करने, और अंतिम क्रेता (क्रेताओं) को बेचने के लिए या तो वितरण लाइसेंसधारी (लाइसेंसधारियों) तथा बीईएसएसडी के मध्य कोई मध्यवर्ती, अथवा भारत सरकार द्वारा यथाअधिसूचित कोई "कार्यान्वयन एजेंसी" अपेक्षित है, ऐसे मामलों में "क्रेता" कोई व्यापार लाइसेंसधारी अथवा कोई कार्यान्वयन एजेंसी होगी, जो विकासकर्ता (विकासकर्ताओं) से विद्युत खरीदेगी और इसे एक या उससे अधिक वितरण लाइसेंसधारियों को बेचेगी, इन दिशानिर्देशों के उद्देश्य के लिए ऐसा वितरण लाइसेंसधारी "अंतिम क्रेता" होगा और व्यापार लाइसेंसधारी "मध्यवर्तिक्रेता" होगा।
16. "क्रेता" से, प्रसंगवश जैसा अपेक्षित हो, अंतिम क्रेता अथवा कोई मध्यवर्तिक्रेता अभिप्रेत होगा।

17. "नवीकरणीय ऊर्जा (आरई) स्रोत" से 'सौर फोटोवोल्टिक' (इसके बाद 'सौर' के रूप में भी संदर्भित), 'पवन' तथा 'सौर पीवी-पवन हाइब्रिड' (इसके बाद 'हाइब्रिड' के रूप में भी संदर्भित) भारत सरकार द्वारा समय-समय पर यथाअधिसूचित अन्य नवीकरणीय ऊर्जा स्रोतों के लिए संदर्भित है।
18. "नवीकरणीय विद्युत" अथवा "आरई विद्युत" से इन दिशानिर्देशों में जहां कहीं भी "आरई विद्युत" शब्द प्रयोग किया गया है, नवीकरणीय ऊर्जा स्रोतों से विद्युत के लिए संदर्भित होगा।
19. "आरई पार्क" सौर, पवन अथवा सौर-पवन हाइब्रिड विद्युत परियोजनाओं सहित आरई विद्युत परियोजनाओं की स्थापना के लिए केंद्र अथवा राज्य सरकारों द्वारा जारी दिशानिर्देशों और/अथवा नीतियों के अनुसार विकसित क्षेत्रों अथवा पार्कों के लिए संदर्भित होगा।
20. "चयन हेतु अनुरोध" अथवा "आरएफएस" अथवा "निविदा" या "बोली दस्तावेज" से अभिप्राय बोलीकर्ता एजेंसी द्वारा जारी निविदा दस्तावेजों से है जिसमें इन दिशानिर्देशों के अंतर्गत किसी प्रतिस्पर्धात्मक बोली प्रक्रिया के माध्यम से विद्युत के क्रय के लिए, यथालागू ऊर्जा क्रय तथा ऊर्जा विक्रय करार शामिल होंगे।
21. "सौर": इन दिशानिर्देशों में जहां कहीं भी 'सौर' शब्द का प्रयोग किया गया है, यह सौर फोटोवोल्टिक (पीवी) तथा सौर ताप प्रौद्योगिकियों अथवा ऐसी प्रौद्योगिकियों पर आधारित विद्युत संयंत्र के लिए संदर्भित होगा।
22. "पवन": इन दिशानिर्देशों में जहां कहीं भी 'पवन' शब्द का प्रयोग किया गया है, यह पवन ऊर्जा प्रौद्योगिकी अथवा ऐसी प्रौद्योगिकी पर आधारित विद्युत संयंत्र के लिए संदर्भित होगा।

खंड-III: बोली प्रक्रिया और परियोजनाओं को अवाई करना

क. बोलियां आमंत्रित करने की तैयारी और परियोजना की तैयारी

1. क्रेता द्वारा पूरी की जाने वाली शर्तें

1.1. बोली दस्तावेज तैयार करना:

- क. क्रेता, नीचे उपखंड ख में दी गई व्यवस्था को छोड़कर, इन दिशानिर्देशों के अनुसार बोली दस्तावेज तैयार करेगा।
- ख. क्रेता, इन दिशानिर्देशों के खंड क, धारा V में वर्णित प्रक्रिया के अनुसार, आरएफएस के प्रारूप, बीईएसपीए के प्रारूप, बीईएसएएसए के प्रारूप (यदि लागू हो) में इन दिशानिर्देशों से किसी व्यतिक्रम के लिए उपयुक्त सरकार से पूर्व अनुमोदन प्राप्त करेगा।
- ग. इन दिशानिर्देशों की अधिसूचना से पहले चल रहे किसी प्रक्रियाधीन बोली के मामले में, विशिष्ट निविदा दस्तावेजों के प्रावधान प्रचलित रहेंगे।

1.2. स्वीकृति सहित स्थल संबंधी परियोजना प्रारंभिक गतिविधियां

क्रय की जा रही विद्युत की समय से आपूर्ति आरंभ करना सुनिश्चित करने के लिए और बोलीकर्ता को क्रेता के अटल इरादे के बारे में विश्वास दिलाने के लिए, आवश्यक है कि इन दिशानिर्देशों में नीचे दिए गए खंड 1.4 और खंड 1.5 में वर्णित विभिन्न परियोजना प्रारंभिक गतिविधियों को समय पर पूरा किया जाए।

1.3. स्थल से संबंधित व्यवस्थाएं

क्रेताओं द्वारा जारी किए जाने वाले बोली दस्तावेजों में यथानिर्दिष्ट परियोजना क्रेता द्वारा निर्दिष्ट परियोजना स्थल पर अथवा विकासकर्ता द्वारा चयनित परियोजना स्थल पर स्थापित की जाए। ग्रिड में बहुल-ऊर्जा अंतःक्षेपण बिन्दुओं के लिए निविदा दस्तावेज के प्रावधानों के अंतर्गत अनुमति दी जा सकती है। बहुल-अंतःक्षेपण बिन्दुओं के मामले में, प्रत्येक विशिष्ट ऊर्जा अंतःक्षेपण बिन्दु के लिए कनेक्टिविटी की क्षमता और खुली पहुँच समय-समय पर संशोधित मौजूदा विनियमों के अनुसार प्रदान की जाएगी। इसके अतिरिक्त, बहुल अंतःक्षेपण बिन्दु वाली किसी अकेली परियोजना के लिए प्रत्येक अंतःक्षेपण बिन्दु के लिए विचलन समाधान तंत्र के अनुसार शेड्यूलिंग और समाधान पृथक रूप से किए जाएंगे। ऐसे मामलों में, क्रेता का दायित्व होगा कि वह बीईएसपीए और प्रत्येक अंतःक्षेपण बिन्दु पर प्रदान की गई कनेक्टिविटी के अनुसार अनुबंधित क्षमता तक संचयी रूप से सभी अथवा किसी अंतःक्षेपण बिन्दु से विद्युत का क्रय करे।

1.4.कैला द्वारा निर्दिष्ट परियोजना स्थल

कैलास्की निर्दिष्ट स्थल पर परियोजना के स्थान का चयन कर सकता है और उसे कैला बोली दस्तावेजों में शामिल किया जाए। ऐसे मामलों में, विद्यत की समय सेआपूर्ति शुरू करना सुनिश्चित करने के लिए, कैला और विकसकर्ता को सुनिश्चित करना चाहिए कि संबंधित कंपनियों द्वारा नीचे दलाई गई विभिन्न परियोजना प्रांशिक एवं कार्यान्वयन से संबंधित गतिविधियाँ समय-सीमा के अनुसार पूर्वी की जाएं।

विवरण	अंतिम समय सीमा
भूमि और सब-स्टेशन के 100% क्षेत्र की परवाना (भूमि की चारदीवारी कनिस्ट्रॉक और सबस्टेशन का स्थान उपलब्ध करने के बारे में) - कैला द्वारा	निविदा दस्तावेजों में निर्दिष्टानुसार
भूमि की 100% सैद्धांतिक उपलब्धता दर्शाने के लिए, दस्तावेजों/करारों का प्रावधान-कैला द्वारा	निविदा दस्तावेजों में निर्दिष्टानुसार
निविदा प्रक्रिया	बोलीकर्ता पूर्वेसी की निविदा दस्तावेजों के जारी होने के 3 माह के भीतर निविदा को अंतिम रूप देने का प्रयास करना चाहिए।
बोर्ड/उपयोगाधिकार करार की वन स्वीकृति, यदि लागू	100% विद्यत भूमि क्षेत्र (भूमि वाधाओं से मुक्त) के दस्तावेजों/उपयोगाधिकार करार पर दस्तावेज करार करना
भूमि कनेक्टिविटी और आबंटन के लिए आवश्यक - कैला/बीड/एम/सडी द्वारा सुविधा प्रदान की जानी है/आबंटन किया जाना है	भूमि कनेक्टिविटी और आबंटन के लिए आवश्यकताएं/आबंटन की जानी है/आबंटन किया जाना है
विद्यत परिसमापन	उन दिशानिर्देशों की धारा IV केखंड ख के अनुसार
विद्यत की निकासी के लिए सब-स्टेशन की नैयसी - कैला द्वारा	संबद्ध परीक्षण प्रणाली के मूल एमसीओडी के माध्य-माध्य
यथापस्थित अन्य विधिक स्वीकृतियाँ - कैला द्वारा	एमसीडी से 15 दिन पूर्व
निर्धारित चार्ज होने की तिथि (एमसीडी)	उन दिशानिर्देशों की धारा IV केखंड ग के अनुसार

1.5. कैलास्की द्वारा निर्दिष्ट परियोजना स्थल

कैला उचित अवसरवना और सुविधाओं वाले (आरई पाक) विहित अंचल में परियोजना के स्थान का चयन कर सकता है और उसे कैला द्वारा बोली दस्तावेजों में निर्दिष्ट किया जाए।आरई पाक का विकास एमएनआरई/कैड सरकार/राज्य सरकार द्वारा इस संबंध में जारी की गई संबंध नीतियों और/अथवा दिशानिर्देशों (उदाहरण के लिए "सौर पाक" के लिए एमएनआरई द्वारा जारी "सौर पाक" के विकास के लिए दिशानिर्देश")के अनुसार किया जाएगा। इसके अंतर्गत ही, विद्यत की आपूर्ति समय से शुरू होने सुनिश्चित करने के लिए, कैला,आरईपाक विकसकर्ता और परियोजना विकसकर्ता को सुनिश्चित करना चाहिए कि नीचे दिए गए अनुसार विभिन्न परियोजना प्रांशिक एवं कार्यान्वयन संबंधी गतिविधियाँ संबंधित कंपनियों द्वारा इसमें वर्णित समय-सीमा के अनुसार पूर्वी की जाएं।आरई पाक के लिए, ऐसे पाकों के विकासकर्ता (विकसकर्ताओं) [उदाहरण के लिए "सौर पाक" के मामले में सौर विद्यत पाक

विकसकता (मसुमीपुडी) के उत्तरदायित्व सम्पूर्ण आरई/केई सरकार/राज्य सरकार द्वारा। जो विकसकता के विकसकता के लिए। मसुमीपुडी और/अथवा विगतिरुं और कायान्कनन सहायक कर, यदि कोई हो, सेपराटिन होंगे, जोसे पाक के विकसकता और बीडुसुपुडी के बीच संबंध को परिभाषित करता है।

वर्ष	अंतिम समय सीमा
भूमि और सब-स्टेशन के 100% क्षेत्र की परवाना (भूमि की बागदारी के निर्देशक और सब-स्टेशन का स्थान उपलब्ध कराने के बारे में) - पाक विकसकता द्वारा	निविदा दस्तावेजों में निर्दिष्टानुसार
बोली प्रक्रिया की अंतिम सीमा 100% सैद्धांतिक उपलब्धता दशान के लिए दस्तावेजों/कार्यों का प्रावधान-पाक विकसकता द्वारा	बोलीकर्ता पूंजी को निविदा दस्तावेजों के जारी होने के 3 माह के भीतर निविदा को अंतिम रूप देने का प्रयास करना चाहिए
निविदा प्रक्रिया	पूनाओ जारी होने के 30 दिन बाद (निविदा नहीं पर निर्धार करने दिए जाने तक)
भूमि परवाना पर दस्तावेज करना	बीडुसुपुडी पर दस्तावेज के माध्यम-माध्य
100% विहित भूमि क्षेत्र (मसुमी बाधाओं से मुक्त) के कर्ज/उपयोगाधिकार की वन स्वीकृति, यदि लागू हो, मसुमी स्वीकृति - पाक विकसकता द्वारा	बीडुसुपुडी पर दस्तावेज करने के 60 दिन के भीतर
पाक विकसकता को अंतिम प्रयोग का सुगमता - बीडुसुपुडी द्वारा	भूमि परवाना पर दस्तावेज करने के 30 दिन के भीतर
पाक विकसकता द्वारा कर्ज/उपयोगाधिकार प्रदान करने के समय क्षेत्र के 50% भूमि परवाना पर दस्तावेज करने के 30 दिन के भीतर	भूमि परवाना पर दस्तावेज करने के माध्यम 25% भूमि परवाना पर दस्तावेज करने के 30 दिन के भीतर
पाक विकसकता द्वारा कर्ज/उपयोगाधिकार प्रदान करने के समय क्षेत्र के 50% भूमि परवाना पर दस्तावेज करने के 30 दिन के भीतर	भूमि परवाना पर दस्तावेज करने के 30 दिन के भीतर
वितीय परिणामपत्र	इस विगतिरुं की धारा IV के खंड ख के अनुसार
विगत की विगति के लिए सब-स्टेशन की बैटरी - पाक विकसकता द्वारा	संबद्ध परवाना प्रणाली के मूल मसुमीपुडी के माध्यम-माध्य
व्यवस्थित अन्य विधिक स्वीकृति - पाक विकसकता द्वारा	मसुमीपुडी से 15 दिन पूर्व
विगतिरुं जारी होने की तिथि (मसुमीपुडी)	इस विगतिरुं की धारा IV के खंड ग के अनुसार

2. बीईएसएसडी द्वारा चयनित परियोजना स्थल

यदि क्रेता स्थल विनिर्दिष्ट नहीं करता है और समय से पूर्णता और विद्युत की आपूर्ति शुरू होना सुनिश्चित करने के लिए परियोजना स्थल का चयन बीईएसएसडी द्वारा किया जाता है, तो बोलीकर्ता के लिए नीचे निर्दिष्ट समय-सीमा के अनुसार परियोजना लक्ष्यों के संबंध में दस्तावेज प्रस्तुत करना आवश्यक होगा:

लक्ष्य	अंतिम समय सीमा
निविदा प्रक्रिया- बोलीकर्ता एजेंसी द्वारा पूरी की जानी है	बोलीकर्ता एजेंसी को निविदा दस्तावेजों के जारी होने के 3 माह के भीतर निविदा को अंतिम रूप देने का प्रयास करना चाहिए
बीईएसपीए पर हस्ताक्षर करना	एलओए जारी होने के 30 दिन बाद (निविदा शर्तों पर निर्भर करते हुए आगे बढ़ाया जा सकता है)
भूमि संबंधी दस्तावेजों पर हस्ताक्षर करना और प्रस्तुत करना	परियोजना चालू होने के समय
एसटीयू/सीटीयू (जैसा लागू हो) द्वारा कनेक्टिविटी और खुली पहुँच प्रदान करने के लिए आवेदन	एलओए जारी होने के 30 दिन के भीतर
वित्तीय परिसमापन	इन दिशानिर्देशों की धारा IV के खंड ख के अनुसार
निर्धारित चालू होने की तिथि (एससीडी)	इन दिशानिर्देशों की धारा IV के खंड ग के अनुसार

इसके अतिरिक्त, बीईएसएसडी/क्रेता (जैसा लागू हो), एलओए के जारी होने के 30 दिन के भीतर, आईएनएसटीएस/आईएसटीएस सब-स्टेशन को संयंत्र की कनेक्टिविटी/खुली पहुँच की तकनीकी व्यवहार्यता के लिए सीटीयू/एसटीयू ग्रिड (यथापेक्षित) को कनेक्टिविटी/खुली पहुँच के लिए आवेदन करेगा, जिसे मौजूदा प्रचलित विनियमों के अनुसार प्रक्रियाबद्ध किया जाएगा।

यथाचिन्हित दस्तावेजों के अतिरिक्त, परियोजना के शुरू होने से पहले बीईएसएसडी द्वारा एसटीयू/सीटीयू, जैसा लागू हो, से कनेक्टिविटी के संबंध में, राज्य पारेषण यूटिलिटी (एसटीयू)/केंद्रीय पारेषण यूटिलिटी (सीटीयू), (अथवा चयनित स्थल के आरई पार्क में होने की स्थिति में, आरई विद्युत विकासकर्ता), जैसा लागू हो, से एक पत्र प्रस्तुत किया जाना अपेक्षित होगा। यदि परियोजना स्थल क्रेता/अंतिम क्रेता के राज्य में ही स्थित है, तो राज्य सरकार आईएनएसटीएस/आईएसटीएस सब-स्टेशन से संयंत्र की कनेक्टिविटी को सुविधा प्रदान करने के लिए आवश्यक सहायता उपलब्ध कराने का प्रयास करेगी।

परियोजना निर्माण के लिए यथापेक्षित परियोजना चालू करने से पहले सभी अन्य स्वीकृतियां प्राप्त करना पूर्ण रूप से बीईएसएसडी का उत्तरदायित्व होगा और उक्त/एजेंसी स्वीकृतियां प्राप्त करने में देरी की स्थिति में क्रेता उत्तरदायी नहीं होगा। इसके निरूपण के संबंध में निविदा दस्तावेजों में सुस्पष्ट प्रावधान उपलब्ध कराए जाएंगे।

ख. बोली संरचना

1. बोली पैकेज

बोलियां भंडारण की कुल क्षमता के अनुसार डिजाइन की जाएंगी। बोलियों के लिए न्यूनतम परियोजना और पैकेज आकार उपर्युक्त खंड-1 के क्रम सं. ख.1 में दर्शाया गया है। तथापि, किफायत के लिए, क्रेता को, बोलीकर्ता को बोली लगाने हेतु अनुमत न्यूनतम परियोजना आकार को, जैसा भी मामला हो, उपर्युक्त निर्दिष्ट सीमा से अधिक निर्दिष्ट करने की अनुमति है। इसके होते हुए भी, भूमि की उपलब्धता और पारेषण सुविधा पर विचार करते हुए, पूर्वोक्त राज्यों, विशेष श्रेणी के राज्यों, और आरई पार्कों के बाहर की परियोजनाओं के मामले में अपेक्षाकृत छोटा बोली आकार रखा जा सकता है। क्रेता, किफायत, भूमि की उपलब्धता, संभावित प्रतिस्पर्धा और बाजार के विकास की आवश्यकता जैसे कारकों पर ध्यान देते हुए इसके सहायकों सहित किसी एकल बोलीकर्ता को आवंटित किए जा सकने वाली अधिकतम क्षमता निर्दिष्ट करने का भी चयन कर सकता है।

2. बोली मानदंड

क्रेता बीईएसएस क्षमता के अनुसार क्रय के लिए बोलियां बोलियां आमंत्रित कर सकता है। क्षमता क्रय में व्यवस्था होगी कि क्रेता भंडारण क्षमता की उपलब्धता के लिए भुगतान करेगा। तदनुसार, बोली मानदंड निम्नानुसार होंगे।

क. करार की शर्तों के अनुसार उपलब्धता आधारित निश्चित प्रभाग/वार्षिकी (आईएनआर प्रति किलावाट (अथवा प्रति मेगावाट) प्रति वर्ष (अथवा प्रति माह)

ख. किसी पूर्व निर्दिष्ट निश्चित टैरिफ/निर्दिष्ट वार्षिकी के लिए बोलीकर्ता द्वारा अपेक्षित वीजीएफ सहायता की मात्रा।

बोलीकर्ता एजेंसी आरएफएस में, बीईएसएस अनुप्रयोग तथा क्रेता की कुल खरीद की व्यवस्थाओं पर निर्भर करते हुए, कोई एक बोली मानदंड निर्दिष्ट कर सकता है, जिसे आरएफएस में निर्दिष्ट किया जाएगा।

बीईएसपीए का न्यूनतम कार्यकाल 8 वर्ष होने की परिकल्पना की गई है जिसे क्रय की आवश्यकता के अनुसार बढ़ाया जा सकता है।

ग. बोली प्रक्रिया

1. क्रेताएकल मंच, द्विभाग (तकनीकी बोली और वित्तीय बोली), बोली प्रक्रिया अपनाने का प्रस्ताव कर सकता है, बोली प्रक्रिया बरीयतः इलेक्ट्रॉनिक मोड (ई-बोली) के माध्यम से संचालित की जानी है। तकनीकी बोली को पहले खोला जाएगा। केवल उन बोलीकर्ताओं की वित्तीय बोली को खोला जाएगा, जो तकनीकी बोली के मूल्यांकन चरण में योग्य पाए गए हों। क्रेता सफल बोलीकर्ताओं के चयन के लिए ई-रिवर्स नीलामी करेगा, जिसका बोली आमंत्रण सूचना और बोली दस्तावेज में विशेष उल्लेख किया जाएगा। सफल ट्रैक रिकॉर्ड और पर्याप्त सुरक्षा, संरक्षा और गोपनीयता विशेषताओं वाले ई-प्रापण प्लेटफॉर्म का प्रयोग किया जाएगा। आरई पार्क विशिष्ट परियोजना के मामले में, क्रेता द्वारा आरई विद्युत पार्क विकासकर्ता को बोली प्रक्रिया आरंभ होने के बारे में सूचना दी जाएगी, जो सभी आवश्यक भूमि एवं अवसंरचना संबंधी व्यौरे उपलब्ध कराते हुए बोली प्रक्रिया में सक्रिय रूप से भाग लेगा।
2. क्रेता, इन दिशानिर्देशों के अनुसार, बोलीकर्ताओं को बीईएसएस आधारित परियोजनाओं के संस्थापन के लिए आरएफएस में भाग लेने हेतु आमंत्रित करेगा।
3. क्रेता द्वारा इन दिशानिर्देशों के अनुरूप आरएफएस, बीईएसपीए प्रारूप और बीईएसए प्रारूप (यदि लागू हो) सहित बोली दस्तावेज तैयार किए जाएंगे। यदि परियोजना आरई पार्क में स्थापित की जानी अपेक्षित है, क्रेता बोलीकर्ताओं को कार्यान्वयन सहायता करार और भूमि संबंधी करारों के प्रारूप दिखाने की व्यवस्था भी करेगा।
4. क्रेता व्यापक प्रचार के लिए आरएफएस सूचना को केंद्रीय/राज्य लोक प्रापण पोर्टल और/अथवा इसकी अपनी वेबसाइट पर प्रकाशित करेगा।
5. क्रेता प्रत्याशित बोलीकर्ताओं को बोली पूर्व वार्तालाप का अवसर प्रदान करेगा और किसी भी बोलीकर्ता को निविदा दस्तावेजों की लिखित व्याख्या उपलब्ध कराएगा जिसे सभी अन्य बोलीकर्ताओं को भी उपलब्ध कराया जाएगा। सभी संबंधित पक्षकार पूर्ण रूप से लिखित संप्रेषण पर ही भरोसा करेंगे। बोली दस्तावेजों के किसी स्पष्टीकरण अथवा संशोधन को पर्याप्त सूचना के लिए क्रेता की वेबसाइट पर अपलोड किया जाएगा। बोली दस्तावेजों के किसी संशोधन अथवा परिशोधन को जारी करने की स्थिति में, बोलीकर्ताओं को बोलियां प्रस्तुत करने के लिए उस समय से कम से कम 7 दिन की अवधि उपलब्ध कराई जाएगी।

घ. चयन हेतु अनुरोध (आरएफएस) दस्तावेज

क्रेता द्वारा आरएफएस में उपलब्ध कराए जाने वाले मानक प्रावधानों में निम्नलिखित शामिल होंगे:

1. बोली प्रतिक्रियाशीलता

बोली का मूल्यांकन तब ही किया जाएगा यदि यह प्रतिक्रियाशील है और अन्य बातों के साथ-साथ निम्नलिखित शर्तों की पूर्ति करती है:

क. बोलीकर्ता अथवा उसके किसी सहयोगी को जानबूझकर किसी ऋणदाता का चूककर्ता नहीं होना चाहिए;

- ख. किमी कंसोर्टियम सदस्य तथा इसके किमी सहायक सहित बोलीकर्ता और उसके किमी सहायक, उनके निदेशकों को भारत में किमी सरकारी एजेंसी अथवा प्राधिकरण, बोलीकर्ता अथवा सदस्यों के न्यायाधिकार, जहां उन्हें निगमित किया गया है अथवा उनके व्यापार के मुख्य स्थान के न्यायाधिकार की सरकार, विश्व बैंक समूह, एशियाई विकास बैंक, अफ्रीकी विकास बैंक, अंतर-अमेरिकी विकास बैंक, एशियाई अवसंरचना निवेश बैंक इत्यादि जैसी किमी अंतर्राष्ट्रीय वित्तीय संस्था अथवा संयुक्त राष्ट्र अथवा इसकी किमी अन्य एजेंसी द्वारा प्रतिबंधित नहीं किया गया हो या ब्लैक लिस्ट में शामिल नहीं किया गया हो।

2. बोलीकर्ताओं द्वारा पूरी की जाने वाली योग्यता अपेक्षाएं

- क) सामान्य अर्हता मानदंड: इन दिशानिर्देशों के अंतर्गत निविदाओं में भाग लेने वाले बोलीकर्ताओं को निम्नलिखित में से किमी एक श्रेणी का होना चाहिए:

- (i) कंपनी अधिनियम, 2013 के अंतर्गत कोई कंपनी।
- (ii) संबंधित राष्ट्र के कानूनों के अंतर्गत कोई विदेशी कंपनी।
- (iii) सेबी के अंतर्गत यथापंजीकृत वैकल्पिक निवेश निधियां (एआईएफ)। "एआईएफ" सेबी द्वारा दी गई परिभाषा के अनुसार होंगे।
- (iv) उपर्युक्त कंपनियों का कोई कंसोर्टियम।

उपर्युक्त समय-समय पर यथासंशोधित भारत सरकार के संबद्ध अधिनियमों, नियमों, दिशानिर्देशों, आदेशों तथा नीति दस्तावेजों के अधीन होंगे।

- ख) तकनीकी अर्हता मानदंड: सरकार प्रतिभागिता बढ़ाने हुए प्रतिस्पर्धा को प्रोत्साहित करने की इच्छुक होगी। तथापि, परियोजनाओं के उचित कार्यान्वयन को सुनिश्चित करने के लिए, क्रेताबोलीकर्ताओं के पूर्व अनुभव, अवसंरचना परियोजनाओं के समय से निर्माण आदि जैसे तकनीकी अर्हता मानदंडों को निर्दिष्ट करने का चयन कर सकता है। ऐसे मानदंड उन परियोजना विक्रमकर्ताओं की संख्या के मूल्यांकन के बाद निर्धारित किए जाएंगे जिनसे इन मानदंडों को पूरा किया जाना अपेक्षित है ताकि प्रतिस्पर्धा का पर्याप्त स्तर प्राप्त किया जा सके। तकनीकी मानदंडों की पूर्ति के लिए निर्धारित अंतिम तिथि को आम तौर पर बोली प्रस्तुत करने की अंतिम तारीख के रूप में रखा जाना चाहिए।

ग) वित्तीय अर्हता मानदंड:

- i. प्रबंधन के अंतर्गत निवल मूल्य/परिसंपत्ति (एयूएम) अथवा निवेश योग्य निधियां: क्रेता योग्यता अपेक्षाओं के भाग के रूप में निवल मूल्य के रूप में वित्तीय मानदंडों को निर्दिष्ट करेगा। निवल मूल्य अपेक्षा बोलियां जारी किए जाने वाले वित्तीय वर्ष के लिए परियोजना की अनुमानित पूंजीगत लागत का कम से कम 20% (बीस प्रतिशत) होना चाहिए। परियोजना की अनुमानित पूंजी लागत बोलीकर्ता एजेंसी द्वारा निर्धारित की जाएगी। बोलीकर्ता के सेबी पंजीकृत एआईएफ होने की स्थिति में, क्रेता/मध्यवर्तीक्रेता द्वारा यथानिर्णीत न्यूनतम अपेक्षा सहित प्रबंधन के अंतर्गत परिसंपत्तियों (एयूएम) के संचयी मूल्य को वित्तीय अर्हता मानदंड के भाग के रूप में प्रदर्शित किया जाएगा। इस संदर्भ में, एयूएम का अभिप्राय एआईएफ के सांविधिक लेखापरीक्षक द्वारा यथाप्रमाणित राशि से होगा।

उपर्युक्त कार्य के लिए विचार किए जाने वाले एयूएम कानिवल मूल्य/मूल्य बोलीकर्ता कंपनी/एआईएफ अथवा कंसोर्टियम सदस्यों का संचयी निवल मूल्य होगा। एआईएफ के मामले को छोड़कर, आरएफएस के अनुसार निवल मूल्य मानदंडों को पूरा करने के उद्देश्य के लिए बोलीकर्ता अपनी संबद्ध कंपनी (कंपनियों) की वित्तीय क्षमता के आधार पर अर्हता की मांग कर सकता है। बोलीकर्ता के कोई बोलीकर्ता कंसोर्टियम होने की स्थिति में, कोई सदस्य अपनी सहायक कंपनी (कंपनियों) की वित्तीय क्षमता के आधार पर उपर्युक्त मानदंडों को पूरा कर सकता है। दोनों ही स्थितियों में, बोलीकर्ता (बोलीकर्ताओं) के आरएफएस के अनुरूप ऐसा करने में विफल रहने की स्थिति में ऐसी सहायक कंपनियां अपेक्षित इक्विटी वित्तपोषण और निष्पादन बैंक गारंटी का योगदान करने का वचन देंगे।

यह स्पष्ट किया जाता है कि इस खंड के लिए विचार किये जाने वाला निवल मूल्य कंपनी अधिनियम, 2013 के अनुसार गणना किया गया कुल निवलमूल्य होगा, और इस खंड के अंतर्गत विचार किए जाने वाला एयूएम अथवा निवेश योग्य निधियों कीलागू सेबी (एआईएफ) विनियमों के अनुसार गणना की जाएगी।

निविदाओं में तकनीकी और वित्तीय अर्हता मानदंडों को पूरा करने के सीमित उद्देश्य के लिए, बोलीकर्ता कंपनी में 50% से अधिक शेयर धारण करने वाली सहायक कंपनियों के प्रमाण-पत्रों का प्रयोग करने के अतिरिक्त, बोलीकर्ता निम्नलिखित के अधीन, बोलीकर्ता कंपनी का 50% से अधिक नियंत्रण नहीं करने वाली सहायक कंपनियों के प्रमाण-पत्रों का प्रयोग भी कर सकते हैं:

क. इन अपेक्षाओं को पूरा करने के लिए जिस कंपनी के प्रमाण-पत्रों का प्रयोग किया जा रहा है, उनके इक्विटी योगदान के आनुपातिक रूप में अर्हता मानदंड पैरामीटरों की पूर्ति की जाएगी। उदाहरण के लिए, निवल मूल्य अपेक्षा 100 करोड़ रुपये होने और बोलीकर्ता में कुल 30% की शेयरधारिता के स्वामित्व वाली सहायक कंपनी की शक्ति का प्रयोग किए जाने की स्थिति में, कथित सहायक कंपनी को निवल मूल्य के 30 करोड़ रुपये तक की पूर्ति करने में सक्षम होना चाहिए।

ख. अर्हता मानदंडों को पूरा करने के लिए प्रयोग की गई सहायक कंपनी की शक्ति के मामले में, संबंधित सहायक कंपनी के शेयरधारिता पैटर्न को परियोजना के सीओडी तक अवरुद्ध कर दिया जाएगा।

- ii. लिक्विडिटी: आवश्यक है कि बोलीकर्ता के पास परियोजना की निधि आवश्यकताओं के प्रबंध के लिए पर्याप्त नकद प्रवाह/आंतरिक जमा/बैंक संदर्भ हों। क्रेता वार्षिक कारोबार, पीबीडीआईटी, आंतरिक संसाधन सृजन, बैंक संदर्भों/ऋण व्यवस्था आदि जैसे उपयुक्त मानदंड भी निर्धारित कर सकता है।

ड. बोली प्रस्तुत करना और मूल्यांकन

1. कंसोर्टियम के गठन की अनुमति होगी, ऐसे मामले में कंसोर्टियम एक अग्रणी सदस्य को चिन्हित करेगा जो बोली प्रक्रिया के दौरान सभी लिखापट्टी के लिए संपर्क बिंदु होगा।
2. बोलीकर्ता एजेंसी निविदा दस्तावेजों में, बोलीकर्ताओं के लिए उपयुक्त तकनीकी और वित्तीय अर्हता मानदंड निर्दिष्ट करेगी।
3. क्रेता बोलियों के मूल्यांकन के लिए कम से कम तीन सदस्यों की एक समिति (मूल्यांकन समिति) गठित करेगा जिसमें से कम से कम एक सदस्य वित्तीय मामलों/बोली मूल्यांकन का विशेषज्ञ होगा।
4. बोलीकर्ता को आरएफएस में यथानिर्दिष्ट अप्रतिदेय प्रक्रिया शुल्क और/अथवा सफलता शुल्क जमा करना होगा।
5. बोलीकर्ताओं को तकनीकी और मूल्य बोलियां अलग-अलग जमा करनी होंगी। बोलीकर्ताओं को बोलियों के साथ ईएमडी के रूप में आवश्यक बोली-गारंटी भी प्रस्तुत करनी होगी।
6. तकनीकी बोलियों का मूल्यांकन यह सुनिश्चित करने के लिए किया जाएगा कि प्रस्तुत की गई बोलियां आरएफएस दस्तावेज में सभी मूल्यांकन पैरामीटरों पर निर्धारित अर्हता मानदंडों को पूरा करती हैं। केवल आरएफएस में निर्धारित मूल्यांकन मानदंडों को पूरा करने वाली बोलियों पर ही मूल्य बोलियों के संबंध में आगे मूल्यांकन हेतु विचार किया जाएगा।
7. प्रतिस्पर्धा सुनिश्चित करने के लिए, अर्हताप्राप्त बोलीकर्ताओं की न्यूनतम संख्या दो होनी चाहिए। यदि बोली लगाने के तीन प्रयासों के बाद भी अर्हताप्राप्त बोलीकर्ताओं की संख्या 2 से कम होती है, और क्रेता अभी भी बोली प्रक्रिया में बने रहना चाहता है, तो उपयुक्त आयोग की सहमति से ऐसा किया जा सकता है।
8. यदि बोलीकर्ता द्वारा प्रस्तुत की गई बोली में निविदा शर्तों से कोई विचलन होता है, तो मूल्य बोली को रद्द कर दिया जाएगा।
9. बोलियों के मूल्यांकन के लिए क्रेता द्वारा अपनाई जाने वाली बोली मूल्यांकन विधि: बोली पैरामीटर के बढते क्रम में बोलियों की रैंकिंग के माध्यम से उपर्युक्त खंड ख2 पर दिए गए पैरामीटरों के अनुसार बोलियों का मूल्यांकन किया जाएगा। बोलीकर्ता एजेंसी परियोजनाओं के अवार्ड के लिए इलेक्ट्रॉनिक रिवर्स नीलामी करेगा।

10. आरएफएस में बोली के मूल्यांकन और सफल बोलीकर्ता (बोलीकर्ताओं) के चयन की विस्तृत प्रक्रिया उपलब्ध कराई जाएगी।

च. बोली प्रक्रिया के लिए सांकेतिक समय सारिणी

बोली प्रक्रिया क्रेता द्वारा आरएफएस को जारी किए जाने की तिथि के 3 माह के भीतर पूरी हो जानी चाहिए। स्पष्ट किया जाता है कि यदि क्रेता घटना के पहले पूरा करने हेतु अपेक्षित गतिविधियों को प्राप्त करने में देरी के कारण, अथवा किसी अन्य कारण से बोली प्रक्रिया में किसी घटना के लिए, समय विस्तार देता है तो ऐसा समय विस्तार किसी भी प्रकार से इन दिशानिर्देशों से विचलन नहीं माना जाएगा।

छ. अनुबंध अवार्ड और समापन

1. बोली प्रक्रिया समाप्त होने के बाद, बोलियों के मूल्यांकन के लिए गठित मूल्यांकन समिति बोलियों का समीक्षात्मक रूप से मूल्यांकन करेगी और यथोचित प्रमाणित करेगी कि बोली प्रक्रिया और मूल्यांकन इन दिशानिर्देशों के प्रावधानों के अनुरूप संचालित किया गया है।
2. बीईएसपीए पर सफल बोलीकर्ता/परियोजना कंपनी अथवा सफल बोलीकर्ता द्वारा गठित किसी एमपीवी के साथ हस्ताक्षर किए जाएंगे।
3. बीईएसपीए बीईएसएसडी और क्रेता के बीच निष्पादित किया जाएगा। मध्यवर्तीक्रेता की संबद्धता की स्थिति में, बीईएसपीए बीईएसएसडी और मध्यवर्तीक्रेता के बीच निष्पादित किया जाएगा और बीईएसएसए मध्यवर्तीक्रेता और अंतिम क्रेता के बीच निष्पादित किया जाएगा। बीईएसएसए पर हस्ताक्षर किए जाने के बाद वरीयतःतुरंत बीईएसपीए पर हस्ताक्षर किए जाने चाहिए।
4. मध्यवर्तीक्रेता विकासकर्ता (विकासकर्ताओं) के साथ बैटरी भंडारण क्रय करार (बीईएसपीए)/विद्युत क्रय करार करेगा और वितरण लाइसेंसधारक (लाइसेंसधारकों)/उपभोक्ता (उपभोक्ताओं) के साथ बैटरी भंडारण विक्री करार (बीईएसएसए)/विद्युत विक्रय करार करेगा। बीईएसएसए में बीईएसपीए के संबद्ध प्रावधानवैक-टू-वैक आधार पर निहित होंगे। मध्यवर्तीक्रेता ऐसी ऊर्जा/क्षमता के क्रय और विक्रय के लिए क्रेता कंपनी/क्रेता सेसात पैसे/किलोवाट घंटा अथवा क्षमता प्रभागों (यथा लागू) के 0.5% केव्यापार मार्जिन को प्रभारित करने का हकदार होगा।
5. मध्यवर्तीक्रेता बीईएसएस के प्रापण के लिए जब तक इन दिशानिर्देशों का पालन करता है, तब तक ऐसा माना जाएगा कि ऐसी विद्युत केप्रापण के लिए अंतिम क्रेताने इन दिशानिर्देशों का पालन किया है। कुछ राज्यों में वितरण लाइसेंसधारियों के लिए विद्युतप्रापण को होल्डिंग कंपनी अथवा किसी अन्य सरकारी एजेंसी के माध्यम से केंद्रीकृत किया गया है। ऐसी कंपनियों/एजेंसियों को इन दिशानिर्देशों के उद्देश्यों के लिए मध्यवर्ती क्रेता नहीं अपितुक्रेता माना जाएगा।
6. बीईएसपीए पर हस्ताक्षर करने में,एलओए जारी करने की तिथि अथवा बोलीकर्ता एजेंसी और सफल बोलीकर्ताओं के बीच पारस्परिक सहमति के अनुसार किसी अन्य विस्तारित तिथि से 6 माह से अधिक की देरी के मामले में, अवार्ड की गई क्षमता रद्द कर दी जाएगी। कुछ मामलों में उपर्युक्त अंतिम समय-सीमा के बाद, यदि बीईएसपीए पर हस्ताक्षर होने के लिए अर्ह संचयी क्षमता निविदा के अंतर्गत अवार्ड की गई संचयी क्षमता से कम रहती है, तो आगे की कार्रवाई का निर्णय बोलीकर्ता एजेंसी द्वारा लिया जाएगा, जिसे निविदा दस्तावेज में स्पष्ट रूप से निर्दिष्ट किया जाएगा।
7. पारदर्शिता के उद्देश्य से, बीईएसपीए के निष्पादन के बाद,क्रेता सफल बोलीकर्ता (बोलीकर्ताओं) के नाम उनके द्वारा उद्धृत टैरिफ/प्रभागों का उनके घटकों के विवरण, यदि कोई हों, सहित सार्वजनिक रूप से प्रकट करेगा। यह सार्वजनिक प्रकटन क्रेता की वेबसाइट पर कम से कम 30 (तीस) दिन के लिए अपेक्षित व्यौरों को पोस्ट करते हुए किया जाएगा।
8. अधिनियम के प्रावधानों के अधीन, वितरण लाइसेंसधारी अथवामध्यवर्तीक्रेता, जैसा भी मामला हो, को सफला बोलीकर्ता (बोलीकर्ताओं) को अवार्ड पत्र जारी किए जाने के 30 दिन के भीतर गणना किए गए टैरिफ (क्षमता प्रभागों सहित, यदि लागू हो) और क्रय की जाने वाली क्षमता/विद्युत की मात्रा के अधिग्रहण के लिए

उपयुक्त आयोग से संपर्क करना चाहिए। ऐसे मामलों में जहां टैरिफ (क्षमता प्रभागों सहित, यदि लागू हो) को अपनाने की प्रक्रिया में इसके साथ हस्ताक्षरित वीडिएसपीए को प्रस्तुत किया जाना अपेक्षित हो, तो उपर्युक्त समय-सीमा को पर्याप्त रूप से आगे बढ़ाया जा सकता है।

9. कुछ मामलों में, मध्यवर्तीक्रेता/क्रेता दो-भाग वाले टैरिफ के घटक के रूप में निश्चित मूल्य भी निर्धारित कर सकता है। ऐसे मामलों में, टैरिफ के उपर्युक्त निश्चित भागके लिए उपयुक्त आयोग द्वारा किसी टैरिफ अभिग्रहण की आवश्यकता नहीं है, और इन दिशानिर्देशों के अंतर्गत लागू माना जाएगा।
10. अंतिम क्रेता/मध्यवर्ती क्रेता द्वारा टैरिफ के अभिग्रहण के लिए उपयुक्त आयोग से संपर्क करने के बाद, यदि उपयुक्त आयोग वीडिएसपीए की प्रभावी तिथि से 120 दिन के भीतर इस पर निर्णय नहीं लेता है तो क्रेता उपयुक्त आयोग द्वारा अभिग्रहण में देरी के अनुरूप (वीडिएसपीए की प्रभावी तिथि के 120 दिन बाद), उपयुक्त आयोग द्वारा अभिग्रहण की तिथि तक वित्तीय परिसमापन की अंतिम समय-सीमा और वीडिएसपीए की निर्धारित चालू होने की तिथि में उपयुक्त समय विस्तार प्रदान करेगा।

ज. बैंक गारंटियां/भुगतान आदेश दस्तावेज/वचन पत्र

1. वीडिएसपीए आरएफएस और वीडिएसपीए की शर्तों के अनुसार, क्रेता को निम्नलिखित दस्तावेज उपलब्ध कराएगा:

क. बयाना राशि (ईएमडी), क्रेता द्वारा निर्धारित की जानी है, किन्तु उस वित्तीय वर्ष के लिए जिसमें बोलियां आमंत्रित की गई हैं, परियोजना की अनुमानित पूंजीगत लागत के 2% (दो प्रतिशत) से अधिक नहीं हो, इसे आरएफएस के उत्तर के साथ प्रस्तुत किया जाना है। बोलीकर्ता एजेंसी/क्रेता के पास विकल्प होगा कि वह उपयुक्त सरकार द्वारा अधिसूचित अधिसूचनाओं/सरकारी संकल्पों पर उचित विचार करते हुए, निम्नलिखित रूप में, ईएमडी को स्वीकार करने के तरीके/रूप निर्दिष्ट करे:

- i. बैंक गारंटी;

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- ii. इस उद्देश्य के लिए भारत सरकार अथवा राज्य सरकारों द्वारा समय-समय पर यथा अधिसूचित किसी एजेंसी से, वीडिएसपीए की शर्तों के अनुसार वीडिएसपीए के चूक की स्थिति उत्पन्न होने पर बोलीकर्ताओं द्वारा "भुगतान आदेश दस्तावेज"/भुगतान हेतु वचन-पत्र प्रस्तुत करना होगा। वीडिएसपीए के निर्धारित समयावधि के भीतर वीडिएसपीए निष्पादित करने में विफल रहने की स्थिति में इन दिशानिर्देशों में यथापरिभाषित ईएमडी की जवती अथवा ब्लैकलिस्टिंग अथवा विवर्जन आदि कर दिया जाएगा।

"भुगतान आदेश दस्तावेज" से यदि निविदा दस्तावेजों और/अथवा बैटरी भंडारण क्रय करार (वीडिएसपीए) के अनुसार बैटरी भंडारण प्रणालीविकामकर्ता (वीडिएसपीए) की चूक की स्थिति उत्पन्न होती है तो भुगतान के लिए, इस उद्देश्य के लिए भारत सरकार अथवा राज्य सरकारों द्वारा समय-समय पर यथा अधिसूचित किसी एजेंसी से वचन पत्र अभिप्रेत है। इस पत्र का वही प्रभाव होगा जो किसी सार्वजनिक क्षेत्र के बैंक द्वारा जारी बैंक गारंटी का होता है। ऐसे "भुगतान आदेश दस्तावेज" के निबंधन एवं शर्तें वही होंगी जो किसी सार्वजनिक क्षेत्र के बैंक की किसी बैंक गारंटी में दी जाती हैं और इसमें क्रेता को निर्धारित समय के भीतर मांग करने पर भुगतान करने का वचन दिया जाएगा। वीडिएसपीए उपर्युक्त वर्णित तीन गैर-बैंकिंग वित्तीय संस्थाओं को उचित प्रतिभूति देकर ऐसे पत्रों की मांग कर सकता है। क्रेता उपर्युक्त अधिसूचित संस्थानों को छोड़कर किसी अन्य गैर-बैंकिंग वित्तीय संस्था अथवा बैंक से उपर्युक्त वर्णित अनुसार अथवा किसी अन्य रूप में "वचन पत्र" के दस्तावेज स्वीकार नहीं करेगा।

- ख. निष्पादन बैंक गारंटी (पीवीजी), क्रेता द्वारा निर्धारित की जानी है, किन्तु जिस वित्तीय वर्ष में बोलियां आमंत्रित की गई हैं, उसके लिए परियोजना लागत के 5% (पांच प्रतिशत) से अधिक नहीं हो, इसे वीडिएसपीए पर हस्ताक्षर होने के समय प्रस्तुत किया जाना है। बोलीकर्ता एजेंसी/क्रेता के पास विकल्प होगा कि वह उपयुक्त सरकार द्वारा अधिसूचित अधिसूचनाओं/सरकारी संकल्पों पर उचित विचार करते हुए, निम्नलिखित रूप में, ईएमडी को स्वीकार करने के तरीके/रूप निर्दिष्ट करे:

i. बैंक गारंटी;

अथवा

ii. इस उद्देश्य के लिए भारत सरकार अथवा राज्य सरकारों द्वारा समय-समय पर यथाअधिसूचित किसी एजेंसी से, बैटरी ऊर्जा भंडारण क्रय करार (बीईएसपीए) की शर्तों के अनुसार बीईएसएसडी के चूक की स्थिति उत्पन्न होने परबोलीकर्ताओं द्वारा "भुगतान आदेश दस्तावेज"/भुगतान हेतु वचन-पत्र प्रस्तुत करना होगा।

2. अन्य उपचारों के अतिरिक्त, बीईएसपीए के अनुसार बीईएसएसडी की किसी क्षति/वकायों की वसूली के लिए पीवीजी (इन दिशानिर्देशों के अनुसार उपलब्ध कराए गए इसके किसी अन्य विकल्प) को नकदीकृत किया जा सकता है। स्पष्ट किया जाता है किबीईएसपीए के अंतर्गत बीईएसएसडी की चूक होने पर, मध्यवर्ती क्रेता द्वारा पीवीजी को नकदीकृत कर वसूल किए गए क्षतियों/वकायों को इन दिशानिर्देशों के खंड छ, धारा IV के अंतर्गत मध्यवर्ती क्रेता द्वारा अनुरक्षित भुगतान सुरक्षा निधि में जमा किया जाएगा। निर्णीत क्षतियों (यदि कोई हों) की कटौती के बाद पीवीजी (इन दिशानिर्देशों के अनुसार उपलब्ध कराए गए इसके किसी अन्य विकल्प) को परियोजना के चालू होने के 45 दिन के भीतर वापस लौटा दिया जाएगा। तथापि, क्रेता/मध्यवर्ती क्रेता ऐसी अवधि में वृद्धि का चयन कर सकता है, जो सीओडी से 15 माह से अधिक नहीं होगी और बोली दस्तावेजों में स्पष्ट रूप से निर्दिष्ट किया जाएगा। आंशिक रूप से चालू होने की स्थिति में, चालू हुई आंशिक क्षमता के अनुरूप पीवीजी/भुगतान आदेश दस्तावेज को भी, बोली दस्तावेजों में यथानिर्दिष्ट समयावधि के भीतर, निर्णीत क्षतियों (यदि कोई हों) की कटौती के बाद जारी कर दिया जाएगा। पीवीजी/भुगतान आदेश दस्तावेज के नकदीकरण के विकल्प के रूप में, क्रेता/मध्यवर्ती क्रेता बीईएसएसडी को संबंधित पीवीजी/भुगतान आदेश दस्तावेज को किसी नकदीकरण के बिना जारी करने के लिए बीईएसएसडी को क्रेता/मध्यवर्ती क्रेता को डीडी/इलेक्ट्रॉनिक भुगतान के माध्यम सेअपेक्षित राशि के भुगतान का विकल्प भी दे सकता है।
3. यदि बीईएसपीए के अनुसार उत्पन्न बीईएसएसडी की चूक की स्थिति में भुगतान के लिए बीईएसएसडी किसी परियोजना की 'निष्पादन बैंक गारंटी (पीवीजी)' के रूप में बीईएसएसडी द्वारा प्रस्तुत की गई बैंक गारंटियों कोखंड ज.1.ख.ii के अनुसार "भुगतान आदेश दस्तावेज"/वचन पत्रों से बदल सकता है तो क्रेता द्वारा इसे जारी किया जा सकता है। बीईएसएसडी क्रेता के साथ पहले से रखी गई अपनी बैंक गारंटी के प्रतिस्थापन के लिए अधिसूचित एजेंसियों को उचित सुरक्षा प्रदान करते हुए ऐसे पत्रों की मांग कर सकता है।

I. तकनीकी विनिर्देशन:

प्रौद्योगिकी जोखिम को कम करने और परियोजनाओं को चालू कर सकने के लिए क्रेता व्यावसायिक रूप से स्थापित और प्रचालनात्मक प्रौद्योगिकियों को बढ़ावा देगा। इन दिशानिर्देशों के अंतर्गतशामिल और चयन की जाने वाली आरई परियोजनाओं के प्रकार के लिए विस्तृत तकनीकी मानदंड, समय-समय पर विद्युत मंत्रालय द्वारा निर्दिष्ट किए जाएंगे। तकनीकी विनिर्देशनों सांकेतिक सूची इन दिशानिर्देशों के परिशिष्ट-2 में दी गई है।

खंड IV: परियोजना का कार्यान्वयन

क. बैटरी भंडारण क्रय करार (बीईएसपीए)

बीईएसपीएके मसौदे को सफल बोलीदाता के साथ शामिल करने का प्रस्ताव है और बीईएसएसएके मसौदे को (यदि लागू हो) आरएफएसके साथ जारी किया जाएगा। इस बीईएसपीए के हिस्से के रूप में शामिल किए जाने वाले मानक प्रावधानों में अन्य बातों के साथ-साथ निम्नलिखित शामिल होंगे, जो, जब तक कि यहां अन्यथा निर्दिष्ट नहीं किया जाता है, बीईएसएसएमें बैंक-टू-बैंक आधार पर प्रदान किया जाएगा।

1. बीईएसपीए की अवधि

प्रतिस्थापन के बिना उपयोग किए जा रहे बैटरी प्रणालियों के वर्तमान में प्रचलित जीवन चक्र को देखते हुए, बीईएसपीए अवधि की न्यूनतम समय सीमा निर्धारित कमीशनिंग तिथि (एससीडी) से 8 (आठ) वर्ष या परियोजना के पूर्ण चालू होने की तिथि, जो भी बाद में हो, होनी चाहिए। यदि भूमि और बुनियादी ढांचे के स्वामित्व वाली एजेंसियों, संबंधित ट्रांसमिशन यूटिलिटीज और सिस्टम ऑपरेटरों के साथ व्यवस्थाएं प्रदान करती हैं तो बीईएसएसडी

बीईएसपीए अवधि की समाप्ति के बाद संयंत्रों को संचालित करने के लिए स्वतंत्र है। एतद्वारा यह स्पष्ट किया जाता है कि ऐसे मामलों में जहां खरीददार द्वारा परियोजना स्थल को या तो आरई पार्क में स्थित होने के लिए निर्दिष्ट किया गया है या अन्यथा, दिशानिर्देशों के अनुभाग III के खंड क.1.1.4 और क.1.1.5 के अनुसार जमीन की व्यवस्था करने के लिए खरीदारों की जिम्मेदारी बीईएसपीए अवधि के लिए सीमित होगी।

2. परियोजना के निष्पादन मानदंड

विद्युत की खरीद या तो क्षमता (किलोवाट/मेगावाट) और/या ऊर्जा (केवीएच/एमवीएच) शर्तों में हो सकती है।

क) बोली दस्तावेज उपलब्धता, चार्जिंग/डिस्चार्जिंग दर, दक्षता, रैंप दर इत्यादि जैसे निष्पादन मानदंडों को निर्दिष्ट कर सकते हैं। उपलब्धता के मामले में निविदा में निष्पादन पैरामीटर होने के नाते, अंतिम खरीददार की आवश्यकताओं को पूरा करने के लिए, बीईएसएस द्वारा बनाए रखा जाने वाला न्यूनतम उपलब्धता आरएफएस में निर्दिष्ट किया जाना चाहिए। इसके अलावा, निविदा के तहत परिकल्पित बीईएसएस के विशिष्ट उपयोग के आधार पर, बीईएसएसडी को न्यूनतम मासिक और / या वार्षिक उपलब्धता आवश्यकताओं को पूरा करने, या डे-अहेड आधार पर उपलब्धता की घोषणा करने की आवश्यकता हो सकती है। पूरा किए जाने वाले न्यूनतम उपलब्धता मानदंड भी दिन में निर्दिष्ट घंटों/दिन में व्यस्ततम घंटों तक सीमित हो सकते हैं, जिस पर ऐसे मानदंडों को पूरा करने में कमी की गणना की जाएगी। भंडारण के घंटे और निष्पादन मानदंड खरीददार द्वारा तय किए जा सकते हैं।

ख) क्षमता की खरीद (मेगावाट) और ऊर्जा के लिए शेड्यूलिंग

यदि विभिन्न समय ब्लॉकों में ऊर्जा के शेड्यूलिंग के लिए खरीद की जाती है तो खरीददार "बीईएसएसडी द्वारा प्रदान की जाने वाली न्यूनतम उपलब्धता और खरीददार द्वारा प्रदान की जाने वाली न्यूनतम कुल खरीद ऊर्जा अनुसूची" में स्पष्ट शर्तों के साथ क्षमता का उल्लेख करेगा। ऐसी परियोजनाओं में न्यूनतम कुल खरीद और उपलब्धता अनुबंधित क्षमता के "xx%" से कम नहीं होनी चाहिए।

- उपलब्धता आधारित क्षमता प्रभार: खरीददार द्वारा ऊर्जा के शेड्यूलिंग के बावजूद, खरीददार बीईएसएसडी द्वारा उपलब्ध कराई गई क्षमता के लिए क्षमता प्रभार का भुगतान करेगा।
- यदि बीईएसएस में खरीददार द्वारा शुल्क लिया जाता है, तो बीईएसएसडी पूर्व-निर्दिष्ट रूपांतरण हानियों के लिए लेखांकन के बाद ऊर्जा वापस वितरित करेगा।
- यदि बीईएसएसडी द्वारा ऊर्जा भी प्रदान की जाती है, तो आपूर्ति की गई ऊर्जा के लिए भी खरीददार को पूर्व-उद्धृत ऊर्जा प्रभार का भुगतान करना होगा। हालांकि, खरीददार विद्युत की न्यूनतम मासिक और वर्ष में कुल खरीद की गारंटी का आश्वासन देगा।
- निर्धारित प्रभार: बीईएसएसडी द्वारा प्रस्तावित और खरीददार द्वारा शेड्यूल की गई उपलब्धता के बीच ऊर्जा के अंतर के लिए, खरीददार को पूर्व-निर्धारित निश्चित प्रभार का भुगतान करना होगा जिसे टैरिफ के xx% के रूप में परिभाषित किया जा सकता है। उपरोक्त प्रावधानों में "xx%" बोली दस्तावेजों के अनुसार निर्धारित किया जाएगा।

ग) निष्पादन मानदंडों को पूरा करने में कमी के कारण परिसमापन नुकसान: निष्पादन मानदंडों के मुकाबले कमियों के लिए परिसमापन हर्जाना देय होगा, राशि निम्नानुसार होगी:

- (i) प्रतिबद्ध क्षमता उपलब्धता से नीचे कमी के लिए यथानुपात आधार पर क्षमता शुल्क या आरएफएस में पूर्वनिर्धारित किसी भी संख्या की दर पर।
- (ii) आरएफएस में पूर्वनिर्धारित टैरिफ या किसी भी संख्या पर प्रतिबद्ध ऊर्जा की आपूर्ति में कमी के लिए यथानुपात आधार पर।
- (iii) बीईएसएसडी गारंटीकृत पैरामीटर से अधिक ऊर्जा हानि के लिए भुगतान करेगा (जैसा कि आरएफएस दस्तावेज में निर्धारित है) @ आरएफएस में पूर्वनिर्धारित किसी भी संख्या या खरीददार द्वारा प्रदान की गई इनपुट ऊर्जा का टैरिफ।
- (iv) किसी भी निष्पादन विचलन के लिए, सहायक सेवाओं के मापदंडों से संबंधित, आरएफएस में खरीददार द्वारा परिभाषित पूर्वनिर्धारित परिसमापन नुकसान बसूला जाएगा।

(v) आरएफएम दस्तावेज़ में यथापरिभाषित कोई अन्य परिममाण नुकसान

घ) बोली दस्तावेजों या बीईएसपीए या बीईएसएसए में विनिर्दिष्ट परिममाण नुकसान की राशि वास्तविक और नुकसान का उचित पूर्व-अनुमान है जो कि खरीददार/मध्यस्थ खरीददार (गें) को हो सकता है।

3. पुनःपूर्ति

बीईएसएसडीज निष्पादन मानदंडों को पूरा करने के लिए अपनी लागत और खर्च पर बीईएसपीए अवधि के दौरान समय-समय पर बैटरी क्षमता को फिर से भरने के लिए स्वतंत्र होंगे। तथापि, खरीददार केवल बीईएसपीए में निर्दिष्ट निष्पादन सीमा के भीतर और मौजूदा समझौतों के अनुसार लागू शुल्क पर बिजली खरीदने के लिए बाध्य होगा। अतिरिक्त आपूर्ति (यदि कोई हो) के प्रबंध के प्रावधान अंतिम खरीददार/मध्यस्थ खरीददार द्वारा जारी किए जाने वाले बोली दस्तावेजों में निर्दिष्ट किए जाएंगे। नियमानुसार मुआवजा/भुगतान में परिवर्तन केवल अनुबंधित क्षमता तक ही सीमित होगा।

ख. वित्तीय समापन

1. बीईएसपीए को बीईएसपीए के संदर्भ में वित्तीय समापन निर्धारित समयावधि में करना होगा जो बैटरी ऊर्जा भंडारण क्रय करार हस्ताक्षर होने की तारीख से 12 माह है। तथापि, यदि किसी कारण से, वित्तीय समापन करने की समयावधि इन दिशानिर्देशों में प्रदान की गई अवधि से कम करने की आवश्यकता होती है, तो खरीददार ऐसा कर सकता है।
2. उपरोक्त में विफल रहने पर, खरीददार/मध्यस्थ खरीददार पीवीजी/पीओआई का तब तक लाभ उठाएगा जब तक कि खरीददार द्वारा इन दिशानिर्देशों के भाग III के खंड 1.1.4 और 1.1.5 के अनुसार भूमि के आवंटन में देरी अथवा बीईएसएसडी की ओर से किसी कार्रवाई या निष्क्रियता के कारण सरकार द्वारा भूमि के आवंटन में देरी के कारण के बिना अथवा किसी अप्रत्याशित घटना के कारण देरी नहीं हुई हो। तथापि, खरीददार द्वारा बीईएसएसडी के व्यक्तिगत अनुरोध पर, वित्तीय समापन करने के लिए वित्तीय समापन में देरी के लिए प्रति दिन 1,000 रुपये प्रति मेगावाट के विस्तार शुल्क के भुगतान पर एक विस्तार परविचार किया जा सकता है। इस विस्तार का निर्धारित कमीशनिंग तिथि (एससीडी) पर कोई प्रभाव नहीं पड़ेगा। इस प्रकार भुगतान की गई कोई भी विस्तार शुल्क, एससीडी के भीतर पूर्ण परियोजना क्षमता की सफल कमीशनिंग की उपलब्धि पर बिना किसी ब्याज के बीईएसएसडी को वापस कर दिया जाएगा। अन्य मामलों में, ऐसे दंड/विस्तार शुल्क को खरीददार/मध्यस्थ खरीददार द्वारा रखे जा रहे भुगतान सुरक्षा कोष में जमा किया जाएगा।
3. बीईएसपीए की प्रभावी तिथि के 120 दिनों के उपरांत उपयुक्त, आयोग द्वारा टैरिफ को अंगीकृत करने में किसी भी देरी के लिए वित्तीय समापन की समय सीमा में तदनु रूप विस्तार की आवश्यकता होगी।

ग. कमीशन किया जाना

1. आंशिक कमीशनिंग

- क) खरीददार द्वारा परियोजना की आंशिक कमीशनिंग को इस शर्त के अधीन स्वीकार किया जाएगा कि पहले भाग की कमीशनिंग की स्वीकृति के लिए न्यूनतम क्षमता परियोजना क्षमता की 50% या 50 मेगावाट, जो भी कम हो, उस हिस्से पर बीईएसपीए का जो कमीशन नहीं किया गया है अर्थदंड लगाने के पूर्वाग्रह के बिना, शर्तों के अनुसार होगी। आईएसटीएस से जुड़ी परियोजनाओं के लिए, पहले भाग के लिए न्यूनतम आंशिक कमीशनिंग क्षमता 50 मेगावाट होगी। परियोजना की कमीशनिंग के लिए किस्तों की कुल संख्या 3 से अधिक नहीं होगी, अर्थात् पहली प्रारंभिक किस्त और 2 बाद की किस्तें। तथापि, आंशिक कमीशनिंग के कारण निर्धारित कमीशनिंग तिथि (एससीडी) में कोई बदलाव नहीं किया जाएगा। आंशिक कमीशनिंग या पूर्ण कमीशनिंग की तारीखों पर ध्यान दिए बिना, बीईएसपीए एससीडी से न्यूनतम 8 वर्षों की अवधि या परियोजना क्षमता के पूर्ण कमीशन की तारीख, जो भी बाद में हो, के लिए लागू रहेगा।
- ख) परियोजना की आंशिक कमीशनिंग के मामले में, बीईएसएसडी को ऐसे आंशिक कमीशनिंग की तारीख को या उससे पूर्व एक अवधि के लिए जो बीईएसपीए की पूर्ण अवधि से कम का न हो बीईएसएसडी के नाम पर कमीशन की जा रही आंशिक क्षमता के अनुरूप आवश्यक भूमि का कब्जा/उपयोग करने का अधिकार प्राप्त करने के लिए दस्तावेज/पट्टा समझौता प्रस्तुत करना होगा।

- ग) आंशिक कमीशनिंग के मामले में, क्षमता खरीद करार के लिए, कमीशन की गई क्षमता के अनुपात में, आनुपातिक आधार पर बीईएसपीए के अनुसार भुगतान किया जा सकता है। आंशिक कमीशन क्षमता की खरीद पूर्णतः खरीददार/मध्यस्थ खरीददार के विवेक पर आधारित होगी। यदि खरीददार/ मध्यस्थ खरीददार कमीशनिंग तक आंशिक क्षमता की खरीद पर विचार करने के लिए इच्छुक नहीं हैं, तो आंशिक कमीशन क्षमता को एससीडी तक खुले बाजार में बेचने की अनुमति दी जाएगी।

2. समय से पहले कमीशनिंग

बीईएसएसडी को पारेषण कनेक्टिविटी और/या खुली पहुंच, यदि लागू हो, की उपलब्धता के अध्यक्षीन, एससीडी से पहले भी परियोजना की पूर्ण कमीशनिंग के साथ-साथ आंशिक कमीशनिंग की अनुमति होगी। समय से पहले आंशिक कमीशनिंग के मामलों में, बीईएसएसडी, एससीडी तक, उत्पन्न विद्युत/बैटरी क्षमता को, खरीददार (खरीदारों) के अलावा किसी भी इकाई को बेचने के लिए स्वतंत्र होगा, बशर्ते कि इनकार करने का पहला अधिकार खरीदारों के पास निहित होगा। खरीददार(रों)/मध्यस्थ खरीददार अनुग्रह प्राप्त होने के 15 (पंद्रह) दिनों के भीतर इनकार प्रस्तुत करेगा, जिसके उपरांत इसे इनकार मान लिया जाएगा। एससीडी से पहले पूर्ण परियोजना क्षमता की समय से पहले कमीशनिंग के मामले में, यदि खरीददार इस प्रकार की समय से पहले कमीशन की गई विद्युत खरीदने के लिए सहमत होता है, तो खरीददार/मध्यस्थ खरीददार यथालागू बीईएसपीए/बीईएसएसए टैरिफ पर उत्पादन की खरीद करेगा।

3. कमीशनिंग कार्यक्रम

क) बीईएसएसडी, बीईएसपीए के संदर्भ में निम्नलिखित समय-सीमाओं के अनुसार परियोजना को कमीशन करेगा:

- 250 मेगावाट तक (और सहित) की परियोजना क्षमता के मामले में, निर्धारित कमीशनिंग तारीख (एससीडी), अर्थात् बिना किसी परिनिर्धारित नुकसान के परियोजनाओं को कमीशन करने की अधिकतम समय सीमा, बीईएसपीए की प्रभावी तारीख के 18 महीने बाद की तारीख होगी।
- 250 मेगावाट से अधिक की परियोजना क्षमता के मामले में, एससीडी बीईएसपीए की प्रभावी तारीख के 24 महीने बाद की तारीख होगी।

तथापि, यदि किसी कारणवश, इन दिशानिर्देशों में उल्लिखित निर्धारित कमीशन अवधि को कम करने की आवश्यकता है, तो खरीददार/बीईएसएसडी/इंट्रा-एसटीएस पारेषण प्रणाली में निकासी मार्जिन के संबंध में सीटीयू/एसटीयू से पुष्टि के अध्यक्षीन, ऐसा कर सकता है।

ख) अप्रत्याशित घटना के संबंध में इन दिशानिर्देशों के प्रावधानों के अध्यक्षीन, निर्धारित कमीशनिंग तारीख से आगे कमीशनिंग में देरी होने पर बीईएसएसडी पर निम्नवत् परिसमापन हर्जाना लगाया जाएगा:

- एससीडी के उपरांत कमीशनिंग में 9महीने तक देरी के लिए, बीईएसएसडी को कमीशन नहीं की गई संविदा क्षमता के अनुपात में पीवीजी/पीओआई के नकदीकरण के रूप में प्रति दिन के आधार पर परिसमापन हर्जाना लगाया जाएगा। इस प्रकार के परिसमापन नुकसान का भुगतान निम्नवत् किया जा सकता है:

- खरीददार/मध्यस्थ खरीददार को हर्जाने का सीधा भुगतान करके
- बीजी/पीओआई के नकदीकरण द्वारा

बीईएसएसडीके पास इन दो विकल्पों में से किसी एक को चुनने का विकल्प होगा और इस विकल्प को चुनने की समयावधि बीईएसएसए /बीईएसपीए में विनिर्दिष्ट की जाएगी।

- एससीडी के उपरांत कमीशनिंग में 9महीने से अधिक की देरी के लिए, संविदा क्षमता को एससीडी के 9महीने तक शुरू की गई परियोजना क्षमता तक कम कर दिया जाएगा, संपूर्ण कार्य निष्पादन गारंटी को खरीददार/मध्यस्थ खरीददार द्वारा भुनाया जाएगा और शेष गैर-कमीशन क्षमता के लिए परियोजना की बीईएसपीए को समाप्त कर दिया जाएगा।

- तथापि, यदि किसी कारण से, इन दिशानिर्देशों में प्रदान समापन हर्जाने की उपरोक्त अवधि को कम करने की आवश्यकता है, तो खरीददार ऐसा कर सकता है।

- ग) उपयुक्त आयोग द्वारा टैरिफ (क्षमता प्रभारों सहित, यदि कोई हो) को अपनाने में वीडिएसपीए की प्रभावी तिथि के उपरांत 120 दिनों से अधिक कोई भी देरी होने पर एमसीडी में तदनु रूप विस्तार करना आवश्यक होगा।
- घ) भूमि की व्यवस्था: यह ध्यान देना होगा कि परियोजना की कमीशनिंग/आंशिक-कमीशनिंग तब तक घोषित नहीं की जाएगी जब तक कि वीडिएसएडी पूर्ण/आंशिक क्षमता को चालू करने के लिए इस प्रकार के पूर्ण/आंशिक कमीशन की तारीख को या उससे पहले, वीडिएसपीए की पूर्ण अवधि से कम अवधि के लिए वीडिएसएडी के नाम आवश्यक भूमि के कब्जे/उपयोग के अधिकार को स्थापित करने के लिए दस्तावेज/पट्टा समझौता प्रस्तुत नहीं करता है।

4. कनेक्टिविटी/ग्रिड पहुंच प्रचालन में देरी के कारण कमीशनिंग में देरी :

कुछ परियोजनाओं में, परियोजना के चालू होने से पहले वीडिएसएडी द्वारा कनेक्टिविटी और ग्रिड पहुंच प्रस्तुत करना आवश्यक होगा। कनेक्टिविटी प्रदान करने के उपरांत, यदि सीटीयू/एसटीयू द्वारा ग्रिड पहुंच देने में/परिचालन में देरी होती है और/या जिसमें परियोजना के एमसीडी तक आईएसटीएस/आईएनएसटीएस नेटवर्क की विद्युत निकासी और पारेषण अवसंरचना सहित डिलीवरी प्वाइंट/इंजेक्शन प्वाइंट पर आईएसटीएस/आईएनएसटीएस उप केंद्र की तैयारी में देरी होती है, और यह पाया गया है कि:

- वीडिएसएडी ने कनेक्टिविटी प्रक्रिया के अनुसार पूरी आवेदन औपचारिकताओं का अनुपालन किया है।
- वीडिएसएडी ने इस संबंध में सीईआरसी/एसईआरसी/जेईआरसी/सीटीयू/एसटीयू द्वारा अधिसूचित लागू प्रक्रिया का पालन किया है, और
- सीटीयू/एसटीयू द्वारा कनेक्टिविटी/ग्रिड पहुंच देने में देरी और/या आईएसटीएस/इनएसटीएस नेटवर्क की विद्युत निकासी और पारेषण इंफ्रास्ट्रक्चर की तैयारी सहित डिलीवरी प्वाइंट पर आईएसटीएस/आईएनएसटीएस उप केंद्र की तैयारी में देरी, एसटीयू/सीटीयू/पारेषण लाइसेंसधारी के कारण हुई है, और यह वीडिएसएडी के नियंत्रण से बाहर है;

तो उपरोक्त को वीडिएसएडी के नियंत्रण से बाहर की देरी के रूप में माना जाएगा, और ऐसी परियोजनाओं के लिए एमसीडी को डिलीवरी प्वाइंट की तैयारी और विद्युत निकासी बुनियादी ढांचे और/या ग्रिड पहुंच के संचालन के उपरांत 30 दिनों की तारीख के रूप में संशोधित किया जाएगा। उपरोक्त के कारण अपेक्षित विस्तार पर निर्णय खरीददार/मध्यस्थ खरीददार द्वारा लिया जाएगा।

घ. वाणिज्यिक संचालन तारीख (सीओडी)

आंशिक कमीशनिंग के मामले में, वाणिज्यिक संचालन तारीख (सीओडी) केवल परियोजना क्षमता के उस भाग के लिए घोषित की जाएगी। परियोजना की वाणिज्यिक संचालन तारीख (सीओडी) [परियोजना सीओडी] को परियोजना की पूर्ण क्षमता या परियोजना की अंतिम भाग क्षमता, जैसा भी मामला हो, के कमीशनिंग की वास्तविक तारीख का अगला दिन माना जाएगा, जैसा कि वीडिएसपीए में प्रदान की गई कमीशनिंग प्रक्रिया के अनुरूप घोषित किया गया है। इसी प्रकार, प्रत्येक भाग की कमीशनिंग के लिए, संबंधित आंशिक क्षमता के चालू होने की वास्तविक तिथि का अगला दिन सीओडी होगा।

वीडिएसएडी परियोजना की कमीशनिंग से पहले केंद्रीय विद्युत प्राधिकरण/सीईआईजी से आवश्यक सुरक्षा मंजूरी प्राप्त करेगा।

कमीशनिंग बोली दस्तावेजों में विनिर्दिष्ट प्रावधानों के अनुसार मौजूदा सीईआरसी विनियम की कमीशनिंग प्रक्रिया के अनुसार होगी।

ङ. पारेषण संयोजन

- परियोजना को लागू सीईआरसी/एसईआरसी विनियमों के अनुरूप, खरीददार/एसटीयू/सीटीयू द्वारा यथानिर्दिष्ट उपयुक्त वोल्टेज स्तर पर आईएनएसटीएस / आईएसटीएस सब-स्टेशन के साथ सीधे या पुलिंग उप केंद्र के माध्यम से इंटर-कनेक्शन के लिए डिज़ाइन किया जाएगा, जहां अन्य परियोजनाएं भी आईएनएसटीएस / आईएसटीएस सब-स्टेशन से पहले एक पारेषण नेटवर्क के माध्यम से लागू विनियमों के अनुसार, उचित समय पर इंटर-कनेक्ट होती हैं। सुसंगत पारेषण अवसंरचना के निर्माण के लिए जिम्मेदार इकाई को बोली दस्तावेजों में स्पष्ट रूप से विनिर्दिष्ट किया

- जाएगा। कार्यान्वयन व्यवस्था और निकामी प्रणाली के डिजाइन के आधार पर, आईएनएसटीएम / आईएसटीएम सब-स्टेशन से पहले पारेषण लाइनों और सब-स्टेशनों की पूंजीगत लागत या तो सीधे बीईएसएसडी द्वारा भुगतान की जा सकती है, या आरई पार्क डेवलपर या अन्य कार्यान्वयन एजेंसी द्वारा भुगतान किया जा सकता है और बीईएसएसडीसे सीधे तौर पर दावा किया जा सकता है या आरोपित या विभाजित और एकमुश्त या वर्षों में भुगतान के रूप में वसूल किया जा सकता है।
2. ऐसे मामलों में, जहां खरीददार द्वारा परियोजना स्थल निर्दिष्ट नहीं किया गया है, एसटीयू/सीटीयू/पारेषण लाइसेंसधारी के स्वामित्व वाली पारेषण प्रणाली के लिए कनेक्टिविटी और ग्रिड पहुंच प्राप्त करने की जिम्मेदारी बीईएसएसडी की होगी और बीईएसएसडी की कीमत पर होगी। इस संबंध में, बोली लगाने वाली एजेंसी, सीटीयू/एसटीयू के परामर्श से, ऐसे सब-स्टेशनों की एक सूची प्रदान कर सकती है, जहां से बोलीदाता किसी निविदा में डिलीवरी बिंदु चुन सकते हैं।
 3. ऐसे मामलों में, जहां खरीददार द्वारा निर्दिष्ट परियोजना स्थल आरई पार्क में नहीं है, खरीददार यह चयन कर सकता है कि पारेषण कनेक्टिविटी और ग्रिड पहुंच प्राप्त करने की लागत को वहन करने की जिम्मेदारी बीईएसएसडी उठाए।
 4. ऐसे मामलों में जहां खरीददार कोई ऐसा आरई पार्क निर्दिष्ट करता है, जहां परियोजना को स्थापित किया जाना है, परियोजना की कमिशनिंग में देरी के संबंध में किसी भी कानून या विनियम के तहत सीटीयू / एसटीयू द्वारा लगाया गया हर्जाना, जुर्माना और शुल्क, जिस सीमा तक देरी के लिए बीईएसएसडी जिम्मेदार है, बीईएसएसडी द्वारा देय होंगे, और शेष खरीददार द्वारा देय होगा।
 5. इस संबंध में मौजूदा विनियमों/निर्देशों के अनुसार, अंतर-राज्यीय पारेषण प्रणाली (आईएसटीएम) प्रभारों और हानियों में छूट का लाभ, यदि कोई हो, परियोजनाओं पर लागू होगा।
 6. मीटरिंग प्वाइंट, वह बिंदु है जिस पर खरीददार को आपूर्ति की गई ऊर्जा को मापा जाएगा, आईएनएसटीएम / आईएसटीएम सब-स्टेशन का लो वोल्टेज बस बार होगा, जिस पर एसटीयू / सीटीयू या बोली दस्तावेज में निर्दिष्ट किसी अतिरिक्त बिंदु के पारेषण प्रणाली में विद्युत इंजेक्ट की जाती है। जब तक अन्यथा प्रावधान हो, विद्युत के अंतरसंयोजन के बिंदु तक जहां ऊर्जा लेखांकन के लिए मीटरिंग की जाती है, अपनी लागत पर बीईएसएसडी की जिम्मेदारी होगी।
 7. आरई पार्क के मामले में, मीटरिंग प्वाइंट (बोली दस्तावेज में निर्दिष्ट) अंतिम निकामी आईएनएसटीएम / आईएसटीएम सब-स्टेशन है जिसके साथ सभी पूलिंग सब-स्टेशनों से आंतरिक पारेषण जुड़ा हुआ है। परियोजना और मीटरिंग प्वाइंट के बीच पारेषण / व्हीलिंग शुल्क और नुकसान आदि सहित किन्तु इन तक ही सीमित नहीं, सभी खर्चों का भुगतान खरीददार द्वारा बीईएसएसडी द्वारा बिना किसी प्रतिपूर्ति के किया जाएगा। मीटरिंग प्वाइंट से आगे पारेषण और वितरण के संबंध में 'पारेषण प्रभार और हानियां' (यदि कोई हो) और 'व्हीलिंग प्रभार और हानियां' सहित सभी खर्च, सिवाय आरएफएम में विशेष रूप से उल्लिखित खर्च खरीददार द्वारा वहन किए जाएंगे। आरई पार्क विकासकर्ता द्वारा परियोजनाओं/बीईएसएसडी या किसी अन्य संस्था, जो भी हो, को बिलिंग के लिए व्यवस्था की जाएगी, जो बदले में सीधे खरीददार से इसे वसूल कर सकता है।
 8. सीईआरसी, ग्रिड और मीटरिंग के साथ इंटरकनेक्शन के लिए, खुली पहुंच और वाणिज्यिक लेखांकन और निपटान का लाभ उठाने के लिए, बीईएसएसडीज विनियमों/प्रक्रिया और आरई कनेक्टिविटी प्रक्रिया के प्रावधानों और सीईए द्वारा जारी किए गए ग्रिड कोड, तकनीकी मानकों सहित विभिन्न सीईए विनियमों/ मानकों, इस संबंध में उपयुक्त आयोग और सीईए द्वारा जारी ग्रिड कनेक्टिविटी विनियम, विद्युत पारेषण के लिए संचार प्रणाली संबंधी विनियम और अन्य विनियम (समय-समय पर यथासंशोधित) का पालन करेंगे।
 9. बीईएसएसडी यथालागू पूर्वानुमान, निर्धारण और विचलन निपटान संबंधी सीईआरसी/ एसईआरसी/ जेईआरसी विनियमों का पालन करेगा और इस संबंध में लागू सभी देनदारियों के लिए जिम्मेदार होगा।
 10. बीईएसएसडी के अनुरोध पर परियोजना के चालू होने से पहले, बीईएसएसडी को पारेषण कनेक्टिविटी, मौजूदा शर्तों के अध्यक्षीन परीक्षण को सुगम बनाने के लिए और ग्रिड में उत्पन्न अस्थायी विद्युत के प्रवाह की अनुमति देने के लिए सीटीयू / एसटीयू, जैसा भी मामला हो, द्वारा प्रदान की जा सकती है, और इस प्रकार के आवेदन को लागू विनियमों में निर्दिष्ट निर्धारित समय सीमा के भीतर किया जाना चाहिए।

11. पारेषण घटक के रूप में वीडिएसएम परियोजनाओं के मामले में, परियोजना की आयोजना पारेषण नेटवर्क और संबंधित आरई परियोजनाओं के साथ मिलकर बनाई जाएगी। संबद्ध नेटवर्क से जुड़ी आरई परियोजनाओं में देरी होने पर, वीडिएसएम प्रदाता को देय क्षमता शुल्क आरई परियोजना विक्रमकर्ता पर मध्यस्थ खरीददार द्वारा आनुपातिक आधार पर लगाई जाएगी।

च. ऑफटेक बाधाओं के लिए मुआवजा

खरीददार को बैकडाउन के कारण वीडिएसएमडी द्वारा निर्धारित/प्रस्तावित विद्युत को ऑफटेक करने के लिए बाध्य किया जा सकता है और केवल ऐसे मामले में लागू मुआवजा निम्नवत् होगा:

1. खरीददार द्वारा कम ऑफटेक के कारण मुआवजा

- क) क्षमता संविदा के मामले में वीडिएसएमडी किसी भी मुआवजे के लिए पात्र नहीं होगा। तथापि ऐसे मामलों में भी वीडिएसएमडी को करार के अनुसार क्षमता प्रभार/टैरिफ का भुगतान किया जाएगा।

छ. भुगतान सुरक्षा तंत्र

खरीददार नीचे यथा विनिर्दिष्ट अनुसार पर्याप्त भुगतान सुरक्षा उपाय प्रदान करेगा।

1. परिदृश्य 1: वीडिएसएमडी से अंतिम खरीददार द्वारा सीधी खरीद

खरीददार निम्नलिखित के माध्यम से वीडिएसएमडी को भुगतान सुरक्षा प्रदान करेगा:

- क. विचाराधीन परियोजना से कम से कम 1 (एक) महीने की औसत बिलिंग की राशि के चक्रीयन साख पत्र (एलसी)।

तथा

- ख. भुगतान सुरक्षा निधि, जो ऐसी निधि से जुड़ी सभी परियोजनाओं के कम से कम 3 (तीन) महीने की बिलिंग के लिए भुगतान में सहायता करने के लिए उपयुक्त होगी।

- ग. उपरोक्त दो तंत्रों के संयोजन के रूप में, खरीददार कुल 4 (चार) महीने की ऊर्जा बिलिंग के लिए कुल भुगतान सुरक्षा प्रदान करेगा, जिसमें से कम से कम 1 महीने की ऊर्जा बिलिंग अवधि के लिए एलसी प्रदान किया जाना चाहिए।

- घ. उपरोक्त खंड (क) और (ख) के अनुसार भुगतान सुरक्षा के अलावा, खरीददार यह सुनिश्चित करते हुए कि वीडिएसएमडी को दोनों ऊर्जा प्रभागों के भुगतान और परिममाणन मुआवजे, यदि कोई हो, के रूप में पर्याप्त सुरक्षा है, कानूनी रूप से प्रवर्तनीय राज्य सरकार गारंटी प्रदान करने का विकल्प भी चुन सकता है। यह उस स्थिति में लागू नहीं होगा जब खरीददार कोई पारेषण यूटिलिटी या प्रणाली संचालक है।

2. परिदृश्य 2: मध्यस्थ-खरीददार वीडिएसएमडी से खरीदता है और अंतिम खरीददार को बेचता है

क. वीडिएसएमडी को मध्यस्थ खरीददार द्वारा भुगतान सुरक्षा:

मध्यस्थ खरीददार वीडिएसएमडी को निम्नलिखित के माध्यम से भुगतान सुरक्षा प्रदान करेगा:

- i. विचाराधीन परियोजना के लिए कम से कम 1 (एक) महीने की औसत बिलिंग राशि का चक्रीयन साख पत्र (एलसी)।

तथा

- ii. भुगतान सुरक्षा निधि, जो ऐसी निधि से जुड़ी सभी परियोजनाओं के कम से कम 3 (तीन) महीने की बिलिंग के भुगतान में सहायता करने के लिए उपयुक्त होगी। इस भुगतान सुरक्षा निधि के प्रयोजन के लिए, मध्यस्थ खरीददार भुगतान सुरक्षा तंत्र पूल को सुदृढ़ करने के उपाय के रूप में वीडिएसएमडी से 5.0 लाख रुपये / एमडब्ल्यूएच (पांच लाख रुपये प्रति एमडब्ल्यूएच) की एक गैर-वापसी योग्य राशि एकत्र करेगा। इस प्रकार के शुल्क आरएफएम में स्पष्ट रूप से निर्धारित किए जाएंगे और ऐसे मध्यस्थ खरीददार के लिए भारत सरकार द्वारा स्थापित भुगतान सुरक्षा निधि (उपार्जित ब्याज के साथ) में डाले जाएंगे।

ख. अंतिम खरीददार द्वारा मध्यस्थ खरीददार को भुगतान सुरक्षा:

अंतिम खरीददार निम्नलिखित के माध्यम से मध्यस्थ खरीददार को भुगतान सुरक्षा प्रदान करेगा:

- i. विचाराधीन परियोजना (परियोजनाओं) के लिए कम से कम 1 (एक) महीने की औसत बिलिंग राशि का चक्रीय साख पत्र (एलसी)।

या

- ii. कानूनी रूप से प्रवर्तनीय राज्य सरकार की गारंटी, जिसमें ऊर्जा शुल्क के भुगतान और समापन हर्जाना, यदि कोई हो, दोनों ही मामले में पर्याप्त सुरक्षा उपलब्ध है [इस खण्ड के लिए, भारतीय रिजर्व बैंक, केंद्र सरकार और राज्य सरकार के बीच हस्ताक्षरित त्रि-पक्षीय समझौता (टीपीए) ऊर्जा शुल्क के भुगतान की सुरक्षा संबंधी राज्य सरकार की गारंटी के रूप में मान्य होगा]। मध्यस्थ खरीददार यह सुनिश्चित करेगा कि इस गारंटी का प्रतिसंहरण लागू करने पर, यह एक ही बार में, बीईएसपीए को उस सीमा तक सौंप देगा, जिस सीमा तक बीईएसपीए के संदर्भ में बीईएसपीए को भुगतान देय है। परंतु, ऐसे मामलों में जहां अंतिम खरीददार न तो त्रि-पक्षीय समझौते (टीपीए) द्वारा कवर किया गया है और न ही राज्य सरकार की गारंटी प्रदान करने में सक्षम है, निम्नलिखित को अपनाया जाएगा:

यदि कोई विशेष खरीददार भुगतान सुरक्षा के हिस्से के रूप में राज्य सरकार की गारंटी प्रदान नहीं करता है, तो एलसी राशि को औसत मासिक बिलिंग के 2.1 गुना तक बढ़ाया जाएगा।

- iii. उपरोक्त खंड (i) और (ii) के अनुसार भुगतान सुरक्षा के अलावा, अंतिम खरीददार भुगतान सुरक्षा निधि प्रदान करने का भी चयन कर सकता है, जो ऐसी निधि से संबद्ध सभी परियोजनाएं, के कम से कम 3 (तीन) महीने के बिलिंग के भुगतान में सहायता करने के लिए उपयुक्त होगा।

एतद्वारा यह स्पष्ट किया जाता है कि राज्य सरकार की गारंटी का केवल तभी प्रतिसंहरण किया जाएगा जब मध्यस्थ खरीददार बीईएसपीए के तहत साख पत्र और भुगतान सुरक्षा निधि, यदि कोई हो, के माध्यम से अपनी बकाया राशि की वसूली करने में असमर्थ रहा हो।

ज. अप्रत्याशित घटना**1. अप्रत्याशित घटना की परिभाषा**

किसी 'अप्रत्याशित घटना' (एफएम) का तात्पर्य निम्नलिखित में से किसी एक या अधिक कृत्यों, घटनाओं या परिस्थितियों या कृत्यों, घटनाओं या परिस्थितियों या उसके परिणाम (मों) के संयोजन से होगा, जो पूर्णतः या आंशिक रूप से पक्ष (प्रभावित पक्ष) संबंधित बीईएसपीए के तहत उसके दायित्वों के निर्वहन में बाधक है या अपरिहार्य रूप से देरी करती है, किंतु उस सीमा तक कि ऐसी घटनाएं या परिस्थितियां प्रभावित पक्ष के प्रत्यक्ष या अप्रत्यक्ष रूप से उचित नियंत्रण में नहीं हैं और प्रभावित पक्ष द्वारा इनसे बचा नहीं जा सकता था यदि पक्ष ने उचित सावधानी बरती होती थी या विवेकपूर्ण यूटिलिटी प्रथाओं का अनुपालन किया होता था।

क) दैवीय घटनाएं, जिसमें आकाशीय विद्युत, आग और विस्फोट (स्थल के बाहरी स्रोत से उत्पन्न होने की सीमा तक), भूकंप, ज्वालामुखी विस्फोट, भूस्खलन, बाढ़, महामारी, चक्रवात, आंधी या बवंडर शामिल हैं, किंतु इन्हीं तक सीमित नहीं है, यदि यह सक्षम राज्य / केंद्रीय प्राधिकरण / एजेंसी द्वारा घोषित किया गया हो/अधिसूचित किया गया हो (जैसा लागू हो), या खरीददार के समाधान के लिए सत्यापित हो; यदि कोई जल विद्युत संयंत्र बोलीदाता द्वारा स्थापित की जाने वाली आरई परियोजना के पैकेज का एक हिस्सा है, तो ऐसे मामले में सूखे को आरई परियोजना के जल विद्युत संयंत्र घटक के लिए एक सुसंगत अप्रत्याशित घटना माना जा सकता है।

ख) भारत में किसी स्रोत से उत्पन्न या ऊपर वर्णित किसी अन्य अप्रत्याशित घटना से उत्पन्न रेडियोधर्मी संदूषण या आयनकारी विकिरण, उन परिस्थितियों को छोड़कर जहां दूषित या विकिरण का स्रोत या कारण प्रभावित पक्ष या प्रभावित पक्ष द्वारा नियोजित लोगों द्वारा विद्युत परियोजना में या उसके पास लाया जाता है।

- ग) परियोजना भूमि पर भूगर्भीय स्थितियों, जहरीले मंदापण या पुरातात्विक अवशेषों का पता चलना, जिनकी परियोजना भूमि के निरीक्षण और/या विवेकपूर्ण उद्योग प्रथाओं के अनुसार उचित रूप से पाए जाने की उम्मीद नहीं की जा सकती थी।
- घ) असाधारण रूप से प्रतिकूल मौसम की स्थिति जो पिछले सौ (100) वर्षों के सांख्यिकीय माप से अधिक है।
- ङ) युद्ध संबंधी कोई भी गतिविधि (चाहे घोषित या अघोषित), आक्रमण, मशमूर संघर्ष या विदेशी दुश्मन का कार्य, नाकाबंदी, प्रतिबंध, क्रांति, दंगा, विद्रोह, आतंकवादी या सैन्य कार्रवाई, या उद्योग-व्यापी हड़ताल और श्रमिक उपद्रव, जिसका भारत में देशव्यापी प्रभाव पड़ता हो।
- च) भारत सरकार के किसी दस्तावेज/ राज्य सरकार द्वारा राष्ट्रीय हित में राष्ट्रीयकरण या किसी भी अनिवार्य अधिग्रहण या किसी भी सामग्री परियोजना संपत्ति या बीईएसएसडी के अधिकारों का अधिग्रहण, जिसके परिणामस्वरूप बीईएसएसडी या उसके शेयरधारक बीईएसपीए के तहत अपने अधिकारों (पूर्ण या आंशिक रूप से) या पात्रता से वंचित होते हैं। परंतु इस प्रकार की कार्रवाई किसी भी लागू कानून या बीईएसएसडी या बीईएसएसडी से संबंधित पक्षकारों द्वारा लागू परमिट के किसी भी उल्लंघन के परिणामस्वरूप खरीददार या किसी अन्य सरकारी प्राधिकरण द्वारा कानूनी रूप से प्रयोग किए गए उपाय या प्रतिबंध नहीं बनते हैं।

2. अप्रत्याशित घटना के अपवाद

- अप्रत्याशित घटना में (i) कोई भी घटना या परिस्थिति शामिल नहीं होगी जो पक्षकारों के उचित नियंत्रण में है और (ii) निम्नलिखित परिस्थितियां, सिवाय उस सीमा तक कि वे अप्रत्याशित घटना की घटना के परिणाम हैं:
- क. विद्युत परियोजना के लिए संयंत्र, मशीनरी, उपकरण, सामग्री, स्पेयर पार्ट्स या उपभोग्य सामग्रियों की अनुपलब्धता, देरी से प्रदायगी, या लागत में परिवर्तन;
- ख. किसी ठेकेदार, उप-ठेकेदार या उनके एजेंटों के कार्य निष्पादन में देरी;
- ग. विद्युत उत्पादन सामग्री और उपकरणों में आम तौर पर अनुभव किए जाने वाले सामान्य टूट-फूट के परिणामस्वरूप गैर-निष्पादन;
- घ. प्रभावित पक्ष के कार्य स्थल पर हड़ताल या श्रमिक गड़बड़ी;
- ङ. निष्पादित को दुष्कर बनाने वाले वित्त या धन या समझौते की अपर्याप्तता;
- तथा
- च. प्रभावित पक्ष के कारण या उससे संबंधित गैर-निष्पादन: (i) लापरवाही या जानबूझकर किए गए कार्य, त्रुटियां या चूक, या किसी भी विवेकपूर्ण और तर्कसंगत व्यक्ति से अपेक्षित उचित परिश्रम की कमी; (ii) भारतीय कानून का पालन करने में विफलता; या (iii) इस समझौते का उल्लंघन या उसके तहत चूक।

3. अप्रत्याशित घटना की अधिसूचना

- क) प्रभावित पक्ष अन्य पक्ष को किसी भी अप्रत्याशित घटना की सूचना यथाशीघ्र यथोचित रूप से देगा, किंतु उस तारीख के पंद्रह (15) दिनों के उपरांत नहीं, जिस दिन उस पक्ष को अप्रत्याशित घटना के शुरू होने के बारे में पता चला था या उसे यथोचित रूप से पता होना चाहिए था। यदि अप्रत्याशित घटना के परिणामस्वरूप संचार टूट जाता है जिसके यहां निर्दिष्ट लागू समय सीमा के भीतर नोटिस देना अनुचित हो जाता है, तो अप्रत्याशित घटना का दावा करने वाला पक्ष संचार की बहाली के उपरांत यथाशीघ्र ऐसी सूचना देगा, लेकिन ऐसी बहाली के एक (1) दिन उपरांत नहीं। अप्रत्याशित घटना की सूचना प्राप्त करने वाला पक्ष, प्रभावित पक्ष के पास उपलब्ध सहायक दस्तावेजों के साथ, सूचना प्राप्त होने के 30 दिनों के भीतर अप्रत्याशित घटना के दावे पर निर्णय लेगा।
- ख) परंतु इस प्रकार का नोटिस बीईएसपीए के तहत राहत का दावा करने के लिए प्रभावित पक्ष की हकदारी के लिए एक पूर्व शर्त होगी। इस प्रकार के नोटिस में अप्रत्याशित घटना का पूरा विवरण, राहत का दावा करने वाले पक्ष पर इसका प्रभाव और प्रस्तावित उपचारात्मक उपाय शामिल होंगे। प्रभावित पक्ष, दूसरे पक्ष को उन उपचारात्मक उपायों की प्रगति पर नियमित (और साप्ताहिक से कम नहीं) रिपोर्ट और ऐसी अन्य जानकारी जैसा कि अन्य पक्ष अप्रत्याशित घटना के बारे में उचित रूप से अनुरोध कर सकता है, उपलब्ध कराएगा।

ग) प्रभावित पक्ष दूसरे पक्ष को (i) सुसंगत अप्रत्याशित घटना की समाप्ति; और (ii) वीडिएसपीए के तहत अपने अधिकारों या दायित्वों के निष्पादन पर उस अप्रत्याशित घटना के प्रभावों की समाप्ति की, जैसे ही इनके बारे में उसे जानकारी मिलती है, व्यावहारिक रूप से तत्काल सूचना देगा।

4. निष्पादन से छूट

क) प्रभावित पक्ष को, अप्रत्याशित घटना के परिणामस्वरूप वीडिएसपीए के तहत अपने दायित्वों या उसके दायित्व के अंश को पूरा करने में असमर्थ होने की सीमा तक, दायित्वों के निष्पादन से छूट दी जाएगी, परंतु यह अवधि अप्रत्याशित घटना की सूचना जारी करने की तारीख से 180 (एक सौ अस्सी) दिन या परस्पर सहमति से किसी भी विस्तारित अवधि से अधिक नहीं होगी। पक्षकार उस अवधि को बढ़ाने के लिए परस्पर सहमत हो सकते हैं जिसके लिए अप्रत्याशित घटना के कारण निष्पादन से छूट दी गई है। तथापि, अप्रत्याशित घटना के 180 दिनों की अवधि या पारस्परिक रूप से सहमत किसी भी विस्तारित अवधि तक जारी रहने के मामले में, किसी भी पक्ष को वीडिएसपीए को समाप्त करने का अधिकार होगा।

ख) पक्षकारों द्वारा परस्पर सहमत उस अवधि के लिए, जिसके दौरान निष्पादन से छूट दी जाएगी, वीडिएसपीए की वित्तीय समापन या निर्धारित कमीशन अवधि या वीडिएसपीए अवधि के लिए, जो भी हो, प्रदान की गई अवधि के दिन-प्रतिदिन के विस्तार के लिए हकदार होगा। उपरोक्त विस्तार के अनुसार वीडिएसपीए और वीडिएसपीए की अवधि उपयुक्त रूप से बढ़ाई जाएगी।

ग) परंतु किसी पक्ष को केवल अप्रत्याशित घटना के लिए उचित रूप से आवश्यक सीमा तक ही निष्पादन से छूट दी जाए।

घ) परंतु आगे, प्रभावित पक्ष को अंतर्निहित अप्रत्याशित घटना के घटित होने से पहले अर्जित किसी भी भुगतान दायित्वों से मुक्त नहीं करेगा।

5. अन्य हानियों के लिए कोई उत्तरदायित्व नहीं

इन दिशानिर्देशों में अन्यथा यथा उपबंधित के साथ, कोई भी पक्ष किसी भी अप्रत्याशित घटना के घटित होने या अस्तित्व से संबंधित या उत्पन्न होने वाली किसी भी हानि के संबंध में किसी भी प्रकार से, अन्य पक्षकारों के प्रति उत्तरदायी नहीं होगा।

6. कार्य निष्पादन की बहाली

अप्रत्याशित घटना के बने रहने की अवधि के दौरान, प्रभावित पक्ष, अन्य पक्षकारों के परामर्श से, वीडिएसपीए के तहत अपने दायित्वों के निष्पादन पर ऐसी अप्रत्याशित घटना के प्रभावों को सीमित करने या कम करने के लिए सभी उचित प्रयास करेगा। प्रभावित पक्ष इस समझौते के तहत अपने दायित्वों के निष्पादन का यथाशीघ्र पुनरारंभ का प्रयास करेगा और पुनरारंभ होने पर, अन्य पक्षकारों को लिखित रूप में इसकी सूचना देगा। दूसरा पक्ष इस संबंध में प्रभावित पक्ष को सभी उचित सहायता प्रदान करेगा।

7. अप्रत्याशित घटना के कारण समापन

क) यदि, अप्रत्याशित घटना नोटिस जारी होने की तारीख से शुरू होने वाली अप्रत्याशित घटना के लिए 180-दिन की अवधि (या किसी भी विस्तारित अवधि) के पूरा होने से पहले, पक्षकारों का यथोचित विचार है कि अप्रत्याशित ऐसी 180-दिन की अवधि या उपरोक्त खंड 4 के अनुसरण में सहमत किसी भी विस्तारित अवधि (निष्पादन को माफ किया गया) से आगे जारी रहने घटना की संभावना; या यह कि प्रभावित इकाई को पुनः प्रचालित करना अलाभकारी या अव्यावहारिक है, तो पक्षकार वीडिएसपीए को समाप्त करने का परस्पर निर्णय ले सकती हैं, और समाप्ति उस तारीख से प्रभावी होगी जिस दिन ऐसा निर्णय लिया जाता है।

ख) उपरोक्त खंड 7 (क) के प्रावधानों पर प्रतिकूल प्रभाव डाले बिना, प्रभावित पक्ष 180 दिनों की अवधि या किसी अन्य पारस्परिक रूप से विस्तारित अवधि की समाप्ति के उपरांत, नोटिस जारी करके अपने विवेकाधिकार में वीडिएसपीए को तुरंत प्रभावसे समाप्त करने का हकदार होगा।

ग) खंड 7 (ख) के अनुसार वीडिएसपीए की समाप्ति पर:

- i. उपरोक्त खण्ड 1 (क), (ख), (ग) और (घ) के अनुसार अप्रत्याशित घटना के रूप में सूचीबद्ध किमी घटना के कारण समापन के मामले में, बीईएसएसडी को कोई समापन मुआवजा देय नहीं होगा।
 - ii. बीईएसएसडी के कहने पर समापन के मामले में, उपरोक्त खंड 1 (ड.) और (च) के अनुसार अप्रत्याशित घटना के रूप में सूचीबद्ध होने के कारण, खरीददार के पास देय ऋण का भुगतान करके परियोजना की संपत्ति पर अधिकार का विकल्प होगा (लेकिन बाध्यकर नहीं होगा) यदि खरीददार उपरोक्त विकल्प का प्रयोग नहीं करने का विकल्प चुनता है, और इसकी बीईएसएसडी द्वारा सहमति नहीं दी जाती है, तो परिणामस्वरूप यह बीईएसपीए के अनुसार विवाद होगा, और बीईएसपीए के तहत विवाद समाधान तंत्र के अनुसार हल किया जाएगा।
 - iii. अप्रत्याशित घटना के घटित होने से पहले बकाया मामिक बिल (बिलों) के तहत बीईएसएसडी निर्विवाद भुगतान के लिए पात्र होगा।
8. बीईएसएसडी या मध्यस्थ खरीददार, जैसा भी मामला हो, को प्रभावित करने वाले बीईएसपीए से संबंधित उपरोक्त में निहित अप्रत्याशित घटना के प्रावधान, जैसा भी मामला हो, को आवश्यक परिवर्तनों के साथ बीईएसए के तहत अप्रत्याशित घटना के प्रावधानों के रूप में पढ़ा जाएगा और अप्रत्याशित घटनाके तहत अंतिम खरीददार को प्रभावित करेगा। बीईएसएसए को बीईएसपीए के तहत मध्यस्थ खरीददार को प्रभावित करने वाली अप्रत्याशित घटना माना जाएगा और इसी प्रकार बीईएसपीए के तहत बीईएसएसडीको प्रभावित करने वाली अप्रत्याशित घटना को बीईएसएसए के तहत मध्यस्थ खरीददार को प्रभावित करने वाली अप्रत्याशित घटना माना जाएगा।

झ. डिफॉल्ट (चूक) की घटना और उसके परिणाम

जबकि संबंधित पक्षों के चूक की घटना और इसके परिणामी प्रभावों के संबंध में विस्तृत प्रावधान बीईएसपीए/बीईएसएसए में संविस्तार दिए जाएंगे, यह खंड बीईएसएसडी और खरीददारों (मध्यस्थ खरीददार को छोड़कर) की चूक से संविदात्मक रूप से निपटने के व्यापक सिद्धांतों को निर्धारित करता है।

1. डिफॉल्ट (चूक) की बीईएसएसडी घटना और उसके परिणाम

- क) उस स्थिति में जब बीईएसएसडी बीईएसएसडी के संदर्भ में बिजली की आपूर्ति करने में विफल रहता है, या बीईएसपीए की शर्तों के विपरीत अपने किमी भी अधिकार या दायित्वों को नियत या नवीकरण करता है, या बीईएसपीए को अस्वीकार करता है, या बीईएसपीए के प्रावधानों के उल्लंघन में अपने प्रमोटर्स नियंत्रण या शेयरधारिता में बदलाव करता है, या बीईएसपीए में यथानिर्धारित किमी भी अन्य कृत्यों या चूक या चालू करता है और उसे ठीक करने की अवधि के भीतर उपरोक्त में से किमी को भी ठीक करने में असमर्थ है, जैसा कि बीईएसपीए में प्रदान किया गया है, तो बीईएसएसडी को डिफॉल्ट (चूक) रूप में माना जाएगा।
- ख) डिफॉल्ट में होने पर, बीईएसएसडी 6 (छह) महीनों या शेष बीईएसपीए अवधि, जो भी कम हो, के लिए बीईएसपीए के अनुसार घोषित न्यूनतम निष्पादन मानदंड के अनुरूप ऊर्जा भुगतान के बराबर, खरीददार को हर्जाना, अपनी अनुबंधित क्षमता के लिए भुगतान करेगा। खरीददार को किमी अन्य कानूनी उपाय या उपचार का सहारा लिए बिना, बैंक गारंटी, यदि कोई हो, की जव्ती के माध्यम से उक्त नुकसान की वसूली का अधिकार होगा।
- ग) पूर्वोक्त नुकसान की वसूली के अलावा, बीईएसएसडी द्वारा चूक की स्थिति में, घटनाओं के निम्नलिखित क्रम का अनुसरण किया जाएगा:
 - i. एक निर्दिष्ट समय अवधि के भीतर परियोजना ऋणदाताओं के पास बीईएसएसडी के प्रतिस्थापन का पहला अधिकार होगा।
 - ii. यदि ऋणदाता उपरोक्त निर्दिष्ट समय सीमा के भीतर बीईएसएसडी को प्रतिस्थापित करने में असमर्थ है, तो खरीददार के पास खरीददार व ऋणदाता द्वारा पारस्परिक रूप से तय किए गए मुआवजे का बीईएसएसडी को भुगतान करके परियोजना की संपत्ति का अधिग्रहण करने का अधिकार (लेकिन बाध्यकारी नहीं होगा) होगा।
 - iii. यदि खरीददार उपरोक्त विकल्प का प्रयोग नहीं करने का विकल्प चुनता है, या खरीददार और ऋणदाता एक समझौते पर आने में असमर्थ हैं, तो ऋणदाता परियोजना की संपत्ति का परिसमापन कर सकते हैं और अंतिम उपाय के रूप में अपनी बकाया राशि की वसूली कर सकते हैं।

2. खरीददार चूक की घटना और उसके परिणाम

- क) यदि खरीददार अन्य बातों के साथ-साथ निर्धारित समय अवधि के भीतर मासिक और/या पूरक बिलों का भुगतान करने में विफलता या वीडिएसपीए के परित्याग सहित कारणों से, चूक करता है, तो चूककर्ता खरीददार वीडिएसएएसडीकी पूर्व सहमति के अधीन, वीडिएसपीए/ वीडिएसएएसए के अपने हिस्से को निर्धारित अवधि के भीतर अपने सहयोगियों सहित किसी भी तीसरे पक्ष को नवीकृत करेगा। इस मामले में, खरीददार परियोजना की संपत्ति को वीडिएसएएसडी द्वारा बनाए रखने और वीडिएसपीए/ वीडिएसएएसएसे बाहर निकलने के साथ-साथ अपनी अनुबंधित क्षमता के लिए घोषित उपलब्धता के आधार पर 3 (तीन) महीने या शेष वीडिएसपीए अवधि, जो भी कम हो, की ऊर्जा बिलिंग के बराबर राशि का भुगतान करेगा। खरीददार द्वारा वीडिएसएएसडी से सीधी खरीद के मामले में, खरीददार द्वारा वीडिएसएएसडी को उपरोक्त भुगतान किया जाएगा। एक मध्यस्थ खरीददार के माध्यम से विजली की खरीद के मामले में, उपरोक्त भुगतान अंतिम खरीददार द्वारा मध्यस्थ खरीददार को किया जाएगा।
- ख) उम स्थिति में जब वीडिएसपीए का नवीकरण वीडिएसएएसडी को स्वीकार्य नहीं है, या निर्धारित अवधि के भीतर चूक करने वाले खरीददार द्वारा वीडिएसपीए के नवीकरण का कोई प्रस्ताव नहीं दिया जाता है, तो वीडिएसएएसडी वीडिएसपीए को समाप्त कर सकता है अथवा एक वैकल्पिक खरीददार खोज कर परियोजना का संचालन जारी रखना परियोजना के संचालन को बंद करना, इनमें से कुछ भी चुन सकता है। यदि वीडिएसएएसडी परियोजना का संचालन जारी रखने का विकल्प चुनता है, तो खरीददार वीडिएसएएसडी को, घोषित उपलब्धता के अनुरूप 6 (छह) महीने की ऊर्जा बिलिंग के बराबर 'समापन मुआवजा', या शेष वीडिएसपीए अवधि, जो भी कम हो, अपनी अनुबंधित क्षमता के लिए भुगतान करेगा।
- ग) यदि वीडिएसएएसडी परियोजना के संचालन को बंद करने का फैसला करता है, तो उसे चूककर्ता को 'समापन मुआवजे' का भुगतान करने की आवश्यकता हो सकती है जो देय ऋण की राशि और 110% समायोजित इक्विटी का (एक सौ दस प्रतिशत) बीमा कवर को घटाकर यदि कोई हो, के बराबर होगा।
- घ) एक ही निविदा के तहत एक मध्यस्थ खरीददार के माध्यम से एक से अधिक खरीददारों द्वारा खरीद के परिदृश्य में, मध्यस्थ खरीददार अपने संबंधित वीडिएसपीएके तहत एक या एक से अधिक खरीददारों द्वारा चूक से निपटने के लिए उपयुक्त प्रावधान प्रदान कर सकता है।
- ङ) वीडिएसपीए की समाप्ति की स्थिति में, संयंत्र की कनेक्टिविटी के लिए एमटीयू/सीटीयू को देय किसी भी नुकसान या शुल्क को खरीददार द्वारा वहन किया जाएगा।

नोट: सभी मामलों में, ऋणदाता उपयुक्त होने पर भी विनियम दस्तावेजों में यथा उपबंधित, हस्तक्षेप कर सकते हैं। इसके अलावा, सभी मामलों में, चूककर्ता पक्ष को इस तरह के भुगतान की नियत तारीख से 3 महीने के भीतर लागू मुआवजे का भुगतान करना होगा, जिसके बाद, चूककर्ता पक्ष को मुआवजे के 1% की दर से मासिक ब्याज का भुगतान करना होगा।

अ. विधि में परिवर्तन

- इन दिशानिर्देशों में, 'विधि में परिवर्तन' शब्द बोली प्रस्तुत करने की अंतिम तिथि के बाद निम्नलिखित घटनाओं में से किसी भी घटित होने वाली उस घटना को संदर्भित करेगा जिसका परियोजना पर सीधा प्रभाव पड़ता है औरलागत में अनुरूप परिवर्तन होने से, टैरिफ में परिवर्तन की आवश्यकता हो सकती है, और इसमें शामिल है (i) किसी सक्षम न्यायालय द्वारा किसी विधि के निर्वाचन में परिवर्तन; या (ii) किसी नए कानून का अधिनियमन; या (iii) केंद्रीय सरकार, राज्य सरकार या संघ राज्य क्षेत्र प्रशासन द्वारा शुल्क, उद्बहण, उपकर, प्रभार या अधिभार सहित किसी भी घरेलू कर में परिवर्तन, जिसके परिणामस्वरूप लागत में तत्स्थानी परिवर्तन हो; या (iv) विद्युत की खरीद, आपूर्ति या पारेपण के लिए प्राप्त किए गए या प्राप्त किए जाने वाले अनुमोदन या अनुज्ञप्ति की किसी भी शर्त में परिवर्तन, जब तक कि विद्युत की खरीद, आपूर्ति या पारेपण के लिए करार में विशिष्ट रूप से अपवर्जित न किया गया हो, जिसके परिणामस्वरूप लागत में कोई परिवर्तन हो। तथापि, विधि/विनियम में परिवर्तन में (i) कॉर्पोरेट आय पर करों में कोई परिवर्तन या आय या लाभांश पर किसी भी प्रकार की कर कटौती में कोई परिवर्तन, या (ii) उपयुक्त आयोग द्वारा विचलन समाधान प्रभार या आवृत्ति अंतराल के संबंध में परिवर्तन शामिल नहीं होगा। इस प्रावधान में "विधि" शब्द में भारत देश में प्रवृत्त कोई अधिनियम, अध्यादेश, आदेश, उप-विधि, नियम, विनियम, अधिसूचना सम्मिलित है।

2. यदि विधि में परिवर्तन के परिणामस्वरूप वीडिएएसएडी/खरीददार को कोई प्रतिकूल वित्तीय हानि/लाभ होता है, तो यह सुनिश्चित करने के लिए कि वीडिएएसएडी/खरीददार को उसी वित्तीय स्थिति में रखा गया है जैसा कि वह विधि/विनियमन में परिवर्तन होने पर नहीं होता, जैसा भी मामला हो, वीडिएएसएडी/खरीददार दूसरे पक्ष द्वारा मुआवजे का हकदार होगा। इस तरह के 'विधि में परिवर्तन' के कारण मुआवजे का भुगतान निर्धारित किया जाएगा और उस तारीख से प्रभावी होगा जैसा कि उपयुक्त आयोग द्वारा तय किया जाए।
3. **विधि में परिवर्तन के कारण देय मुआवजा:**
 - क. परियोजना के चालू होने से पहले होने वाले विधि में परिवर्तन के मामले में, मुआवजे को परियोजना लागत में वृद्धि/कमी के साथ जुड़े टैरिफ में वृद्धि/कमी के रूप में पारित किया जाएगा, जिसका भुगतान स्वचालित रूप से मासिक ऊर्जा बिलिंग के माध्यम से किया जाएगा। इस मामले में पास श्रू, परियोजना के चालू होने की तारीख से प्रभावी होगा। बोली दस्तावेजों में टैरिफ में लागू वृद्धि/कमी की गणना के लिए उपयुक्त सूत्र/प्रावधान शामिल होंगे।
 - ख. परियोजना क्षमता के चालू होने के बाद होने वाले विधि में परिवर्तन के मामले में, और करों/शुल्कों/उपकर आदि में परिवर्तन को प्रतिशत या टैरिफ के अनुपात के रूप में परिभाषित किया जाता है, टैरिफ में परिवर्तन स्वचालित रूप से उचित वृद्धि/कमी के रूप में हस्तांतरित कर दिए जाएंगे और मासिक ऊर्जा बिलिंग के माध्यम से भुगतान किया जाएगा।
 - ग. उपरोक्त दोनों मामलों में, वीडिएएसपीए में निर्धारित फार्मूले के अनुसार पास-श्रू, कानून की घटना में इस तरह के परिवर्तन के तहत राहत के लिए अपने दावे को प्रमाणित करने के लिए प्रभावित पक्ष द्वारा सभी आवश्यक दस्तावेज जमा करने के 60 दिनों के बाद स्वचालित रूप से प्रभावी हो जाएगा।
 - घ. कानून की घटनाओं में उपरोक्त परिवर्तन के कारण गणना की जांच उपयुक्त आयोग द्वारा की जाएगी। उपयुक्त आयोग द्वारा किसी भी निर्णय की स्थिति में, जो टैरिफ में किसी भी बदलाव को संशोधित या रद्द करता है, उस समय तक पहले से भुगतान की गई राशि की बसूली / अतिरिक्त भुगतान, उपयुक्त रूप से किया जाएगा।
 - ङ. परियोजना की परिचालन अवधि के दौरान विधि में परिवर्तन के मामले में, और जहां इस तरह के परिवर्तन टैरिफ में स्वतः संशोधन के रूप में लागू नहीं होते हैं, उपयुक्त आयोग द्वारा निर्णय के अनुसार यथोचित मुआवजा प्रदान किया जाएगा।
 - च. यदि विधि में परिवर्तन के परिणामस्वरूप कमीशनिंग में देरी होती है, जहां इन दोनों के बीच कारण और प्रभाव स्पष्ट रूप से स्थापित किया जा सकता है, तो खरीददार परियोजना के वित्तीय समापन और कमीशन की समय सीमा के लिए उपयुक्त विस्तार प्रदान कर सकता है।

ट. प्रमोटर द्वारा धारित की जाने वाली न्यूनतम प्रदत्त शेयर पूंजी

1. सफल बोलीदाता, यदि एकल कंपनी है, सुनिश्चित करेगा कि वीडिएएसपीए को क्रियान्वित करने वाली एसपीवी/परियोजना कंपनी में उसकी हिस्सेदारी वाणिज्यिक संचालन तारीख (सीओडी) से पहले किसी भी समय 51% (इक्कावन प्रतिशत) से कम नहीं होगी। यदि सफल बोलीदाता एक संघ है, तो वीडिएएसपीए को क्रियान्वित करने वाली एसपीवी/परियोजना कंपनी में संघ के सदस्यों की संयुक्त शेयरधारिता सीओडी से पहले किसी भी समय 51% से कम नहीं होगी। इसके अलावा, यदि परियोजना को सफल बोलीदाता द्वारा स्वयं निष्पादित किया जाता है, तो यह सुनिश्चित करेगा कि बोली लगाने वाली कंपनी/संघ की नियंत्रक शेयरधारिता सीओडी तक अपरिवर्तित रहे। सफल बोलीदाता, खरीददार के साथ वीडिएएसपीए पर हस्ताक्षर करने से पहले, खरीददार को अपनी शेयरधारिता के बारे में जानकारी प्रदान करेगा।
2. सीओडी के बाद शेयरधारिता में कोई भी परिवर्तन खरीददार को सूचित करते हुए किया जा सकता है।
3. यदि वीडिएएसएडी ऋणदाता (ऋणदाताओं) के लिए चूक करता है, तो ऋणदाता खरीददारों की सहमति से "प्रमोटर का प्रतिस्थापन" करने के हकदार होंगे।

ठ. निर्माण और निष्पादन निगरानी

इन दिशानिर्देशों के तहत शामिल सभी ग्रीड से जुड़ी परियोजनाओं को परियोजना के निष्पादन को लगातार रिकॉर्ड करने के लिए आवश्यक उपकरण स्थापित करने होंगे। वीडिएएसएडी को इस डेटा को वीडिएएसपीए की पूरी अवधि में

आरएफएस दस्तावेजों में यथा विनिर्दिष्ट प्राधिकारियों/अभिकरणों को ऑनलाइन प्रस्तुत करना होगा। इस संबंध में, वे अनिवार्य रूप से 24x7 आधार पर बिजली संयंत्रों के रिमोट मॉनिटरिंग पोर्टल के लिए खरीददार और एमएनआरई या किसी अन्य नामित एजेंसी को पहुंच प्रदान करेंगे। परियोजनाओं की जियो-टैगिंग अनिवार्य होगी।

ड. राज्य नोडल एजेंसियों और अन्य सुगमकर्ताओं की भूमिका

संबंधित राज्य सरकारों द्वारा नियुक्त राज्य नोडल एजेंसियां समयबद्ध तरीके से आवश्यक अनुमोदनों और स्वीकृतियों को सुगम बनाने के लिए आवश्यक सहायता प्रदान करेंगी ताकि निर्धारित समय सीमा के भीतर परियोजनाओं की कमीशनिंग प्राप्त की जा सके। इसमें निम्नलिखित क्षेत्रों में सुगमता शामिल हो सकती है:

- I. परियोजनाओं के त्वरित कार्यान्वयन के लिए विभिन्न राज्य और केंद्रीय एजेंसियों के बीच समन्वय
- II. परियोजनाओं की कमीशनिंग के दौरान सहायता।

खंड V: विविध प्रावधान

क. दिशानिर्देशों में परिभाषित प्रक्रिया से विचलन

यदि इन दिशानिर्देशों में कोई विचलन होता है, तो यह उपयुक्त सरकार द्वारा पूर्वानुमोदन के अधीन होगा।

ख विवाद समाधान तंत्र

भारत सरकार केंद्र में विवाद समाधान तंत्र प्रदान करने के लिए उपयुक्त आदेश जारी कर सकती है और राज्य सरकार से राज्य स्तर पर इस तरह के तंत्र पर विचार करने का अनुरोध कर सकती है। ये विवाद समाधान तंत्र कानून के प्रावधानों से पृथक अतिरिक्त फोरम होंगे और संबंधित पक्षों द्वारा विकल्प चुने जाने के आधार पर उपयोग में लाए जा सकते हैं।

ग. लागू कानून और विनियम

इन दिशानिर्देशों के तहत की जा रही सभी गतिविधियां/खरीद सरकार के समय-समय पर यथा संशोधित कानूनों और विनियमों के अधीन होंगी।

परिशिष्ट 1

इन दिशानिर्देशों के भाग III के खंड 1.4 और 1.5 में दर्शाई गई समय-सीमा के संबंध में टिप्पणियाँ

- क. पट्टा/भू संपत्ति के उपयोग करने का अधिकार आदर्श रूप से कम से कम बीईएसपीए की अवधि के साथ समवर्ती होना चाहिए। तथापि, संबंधित राज्यों में लागू कानूनों के आधार पर पट्टे की कम अवधि की अनुमति दी जा सकती है। ऐसे मामलों में, सरकारी संस्थाओं द्वारा भूमि पट्टे/उपयोग के अधिकार का विस्तार करने में विफलता को अप्रत्याशित घटना के रूप में शामिल किया जाना चाहिए, जिसके लिए खरीददार द्वारा बीईएसएसडी को मुआवजे का भुगतान करने की आवश्यकता होगी, परंतु उपरोक्त घटना के परिणामस्वरूप परियोजना संचालित करने के अनुमति नहीं दी जा रही हो।
- ख. बीईएसएसडी द्वारा भूमि पट्टे/किराया शुल्क के भुगतान के लिए भुगतान अनुसूची, आरएफएस/बीईएसपीए दस्तावेजों में स्पष्ट रूप से निर्दिष्ट की जाएगी और उपरोक्त अनुसूचियों में परिवर्तन को इन दिशानिर्देशों से विचलन के रूप में नहीं माना जाएगा, जिसके लिए अनुमोदन की आवश्यकता होती है।
- ग. खरीददार द्वारा अभिचिन्हित की गई साइट के मामले में, यदि कोई विशेष लक्ष्य खरीददार के परिचालन कार्यक्षेत्र में नहीं है, तो खरीददार सर्वोत्तम प्रयास के आधार पर, संबंधित अधिकारियों से उपरोक्त समय सीमा के भीतर आवश्यक अनुमोदन प्राप्त करने की सुविधा का समर्थन करेगा।
- घ. आरई पार्क में स्थापित की जा रही परियोजनाओं के मामले में, आरई पार्क विकासकर्ता द्वारा दायित्वों को पूरा करने की समय-सीमा, जैसी कि ऊपर की अभिचिन्हित की गई है, को भारत सरकार द्वारा जारी संबंधित आरई पार्क दिशानिर्देशों में प्रदान की गई समय-सीमा के साथ, संरेखित करने की आवश्यकता होगी।
- ड. आरई पार्क में स्थापित की जा रही परियोजनाओं के मामले में, उपरोक्त समय-सीमा बीईएसएसडी और पार्क विकासकर्ता के बीच निष्पादित किए जाने वाले भूमि पट्टा समझौते/उपयोग के अधिकार समझौते का हिस्सा बनेगी। दो संस्थाओं के बीच एक और अनुबंध निष्पादित किया जाएगा, जिसे "कार्यान्वयन समर्थन अनुबंध (आईएसए)" कहा

जाएगा, जो स्पष्ट रूप से अनुबंध के प्रत्येक पक्ष की अन्य मदों, भूमिकाओं और जिम्मेदारियों को निर्दिष्ट करेगा। लागू आरई पार्क दिशानिर्देशों के अनुरूप पार्क विकासकर्ता द्वारा प्रदान की जाने वाली सुविधाओं को उपरोक्त समझौते में स्पष्ट रूप से अभिचिन्हित किया जाएगा, और अतिरिक्त भुगतान शर्तों, यदि कोई हो, के साथ की जाने वाली आवश्यक और गैर-आवश्यक वृत्तियादी ढांचा गतिविधियों के लक्ष्यों को बिना किसी अस्पष्टता के यदि कोई हो, इंगित किया जाना चाहिए।

- च. उपरोक्त दोनों परिदृश्यों में, खरीददार/पार्क विकासकर्ता के दायित्व के तहत किसी भी लक्ष्य को पूरा करने में देरी के परिणामस्वरूप बीईएसपीए पर हस्ताक्षर करने, एफसी और एससीडी समय सीमा का उपयुक्त विस्तार होगा। इसे आरएफएस, बीईएसपीए, आईएसए और भूमि पट्टा समझौतों में उपयुक्त रूप से स्पष्ट किया जाएगा।
- छ. बीईएसएमडी द्वारा अपने दायित्वों के भुगतान में देरी के मामले में, संबंधित समझौते में बीईएसएमडी पर लगाए जाने वाले लागू परिसमापन नुकसान को निर्धारित किया जाएगा।
- ज. किसी समझौते पर हस्ताक्षर करने में देरी और/या केवल बीईएसएमडी के कारण भुगतान करने में देरी के मामले में, परियोजना लक्ष्यों में कोई विस्तार नहीं होगा।

परिशिष्ट-2

बीईएसएस के तकनीकी मापदंड, बीईएसएस विशेषता और निष्पादन मापदंड

क. कोड और मानक

बीईएसएस निम्नलिखित संहिताओं और मानकों या समकक्ष भारतीय मानकों, जैसा लागू हो, का पालन करेगा।

मानक	विवरण	प्रमाणन आवश्यकताएँ
आईईसी 62485-2	द्वितीयक बैटरी और बैटरी संस्थापन के लिए सुरक्षा आवश्यकताएँ - निर्माण, उपयोग, निरीक्षण, रखरखाव और निपटान से जुड़े सुरक्षा पहलुओं पर आवश्यकताओं को पूरा करने के लिए: लीड एसिड और एनआईसीडी / एनआईएमएच बैटरी के लिए लागू	केवल लीड एसिड और एनआईसीडी/एनआईएमएच बैटरियों के लिए लागू
यूएल1642 अथवा यूएल1973, परिशिष्ट-ड (सेल) अथवा आईईसी 62619 (सेल) + आईईसी 63056 (सेल)	क्षारीय या अन्य गैर-एसिड इलेक्ट्रोलाइट्स युक्त द्वितीयक सेल और बैटरी - औद्योगिक अनुप्रयोगों में उपयोग के लिए द्वितीयक लिथियम सेलों और बैटरी की सुरक्षा आवश्यकताएँ	सेल के लिए आवश्यक
यूएल 1973 (बैटरी) अथवा (आईईसी 62619 (बैटरी) + आईईसी 63056 (बैटरी))	स्थिर, वाहन सहायक विद्युत और लाइट इलेक्ट्रिक रेल (एलईआर) अनुप्रयोगों में उपयोग के लिए बैटरियों/द्वितीयक सेल और क्षारीय या अन्य गैर-एसिड इलेक्ट्रोलाइट्स युक्त बैटरी- औद्योगिक अनुप्रयोगों में उपयोग के लिए द्वितीयक लिथियम सेलों और बैटरियों के लिए सुरक्षा आवश्यकताएँ	बैटरी स्तर के लिए या तो यूएल 1642 या यूएल 1973 अथवा (आईईसी 62619 + आईईसी 63056)
आईईसी 62281/यूएन 38.3	परिवहन के दौरान प्राथमिक और द्वितीयक लिथियम सेल और बैटरी की सुरक्षा: लिथियम आयन रसायनों का उपयोग करने वाले भंडारण प्रणाली के लिए लागू	बैटरी और सेल दोनों के लिए आवश्यक
आईईसी 61850/डीएनपी3	संचार नेटवर्क और प्रबंधन प्रणाली। (बीईएसएस नियंत्रण प्रणाली संचार)	

यूएल 9540 अथवा (आईईसी टीएस 62933-5-1 + आईईसी 62933-5-2)	विद्युत ऊर्जा भंडारण (ईईएस) प्रणाली - भाग 5-1: ग्रिड-एकीकृत ईईएस प्रणाली के लिए सुरक्षा विचार - सामान्य विनिर्देश / ऊर्जा भंडारण प्रणालियों के लिए मानक और उपकरण	बीईएसएमप्रणाली स्तर के लिए या तो यूएल 9540 अथवा (आईईसी 62933-5-1 + आईईसी 62933-5-2) आवश्यक है
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बीईएसएसके लिए पावर कंडीशनिंग यूनिट मानक

आईईसी 62909-1	द्वि-दिशात्मक ग्रिड कनेक्टेड पावर कन्वर्टर - भाग 1: सामान्य आवश्यकताएं
आईईसी 62909-2 (यदि लागू हो)	द्वि-दिशात्मक ग्रिड-कनेक्टेड पावर कन्वर्टर - भाग 2: जीसीपीसी का इंटरफ़ेस और वितरित ऊर्जा संसाधन
आईईसी 61683 ईडी. 1	फोटोवोल्टिक सिस्टम - पावर कंडीशनर - दक्षता मापने की प्रक्रिया
आईईसी 61000-6-2 ईडी. 2	विद्युत चुंबकीय संगतता (ईएमसी) - भाग 6-2: सामान्य मानक - औद्योगिक वातावरण के लिए प्रतिरक्षा मानक
आईईसी 61000-6-4 ईडी. 2.1	विद्युत चुंबकीय संगतता (ईएमसी) - भाग 6-4: सामान्य मानक - औद्योगिक वातावरण के लिए उत्सर्जन मानक
आईईसी 62116 ईडी 2	यूटिलिटी-इंटरकनेक्टेड फोटोवोल्टिक इनवर्टर - आइलैंडिंग रोकथाम उपायों की परीक्षण प्रक्रिया
आईईसी 60068-2-1: 2007	पर्यावरण परीक्षण - भाग 2-1: परीक्षण - परीक्षण क: शीत
आईईसी 60068-2-2: 2007	पर्यावरण परीक्षण - भाग 2-2: परीक्षण - परीक्षण ख: शुष्क ऊष्मा
आईईसी 60068-2-14: 2009	पर्यावरण परीक्षण - भाग 2-14: परीक्षण - परीक्षण एन: तापमान में परिवर्तन
आईईसी 60068-2-30: 2005	पर्यावरण परीक्षण - भाग 2-30: परीक्षण - परीक्षण डीवी: नम ऊष्मा, चक्रीय (12 एच + 12 एच चक्र)

ख. सामान्य विनिर्देश

- पहचान और पता लगाने की क्षमता:** सेल/रेक/पैक असेंबली बीईएसएस के संयंत्र स्थान के लिए भूकंपीय आवश्यकता को पूरा करेगी। सेल/बैटरियों की लेबलिंग में निर्माता का नाम, सेल का प्रकार, नेम-प्लेट रेटिंग, निर्माण की तारीख और भागों की समाप्ति की तारीख और थ्रम वारंटी शामिल होगी।
- अन्य उप-प्रणालियां/घटक:** बीईएसएस में प्रयुक्त अन्य उप-प्रणालियों/घटकों को भी विद्युत सुरक्षा के लिए प्रासंगिक अंतरराष्ट्रीय/राष्ट्रीय मानकों के अनुरूप होने के साथ-साथ, अपेक्षित सेवा जीवन और मौसम प्रतिरोध सुनिश्चित करने के लिए आवश्यक गुणवत्ता के लिए भी होना चाहिए।
- अग्नि सुरक्षा:** बीईएसएसडी राष्ट्रीय और स्थानीय कोड के अनुरूप अग्नि सुरक्षा प्रणाली को डिजाइन और संस्थापित करेगा। अग्नि सुरक्षा प्रणाली के डिजाइन और संबंधित अलार्म को ध्यान में रखना चाहिए कि बीईएसएस ज्यादातर समय अनुपस्थित रहेगा। उच्च ऊर्जा घनत्व प्रौद्योगिकियों के लिए, बीईएसएसडी बैटरी भंडारण प्रणालियों का थर्मल रनअवे लक्षण भी प्राप्त करेगा।
- अधिकृत परीक्षण केंद्र:** विद्युत संयंत्रों में लगे बैटरियों/पावर कंडीशनिंग इकाइयों के पास आईएलएमी सदस्य हस्ताक्षरकर्ता मान्यता प्राप्त प्रयोगशालाओं में से एक द्वारा उपरोक्त निर्दिष्ट आईईसी/बीआईएस मानकों के अनुसार उनकी योग्यता के लिए वैध परीक्षण प्रमाण पत्र होना चाहिए। मॉड्यूल प्रकार/बीईएसएस/उपकरणों के मामले में जिनके लिए ऐसी परीक्षण सुविधाएं वर्तमान में भारत में उपलब्ध नहीं हो सकती हैं, विदेशों में प्रतिष्ठित आईएलएमी सदस्य निकाय मान्यता प्राप्त प्रयोगशालाओं से परीक्षण प्रमाण पत्र स्वीकार्य होंगे।

5. **वारंटी:** वीडिएसएसडी आरएफएम की शर्तों के अनुसार पूर्वनिर्धारित आवेदन (आवेदनों) के लिए न्यूनतम निष्पादन स्तर सुनिश्चित करने के लिए निष्पादन गारंटी प्राप्त करेगा। वारंटी स्पष्ट रूप से आवेदन के लिए प्रदान की गई डिस्चार्ज प्रोफाइल को देखते हुए जीवन प्रत्याशा को इंगित करेगी।

ग. निष्पादन निगरानी

निष्पादन निगरानी के भाग के रूप में, निम्नलिखित कार्य किए जाएंगे:

क. वीडिएसएसडी को मौजूदा नियमों के अनुसार मीटरिंग व्यवस्था के साथ-साथ वीडिएसएस के ऑपरेटिंग मापदंडों (वोल्टेज, करंट, परिवेश की स्थिति आदि सहित लेकिन इन तक सीमित नहीं) के साथ-साथ वीडिएसएस से ऊर्जा इनपुट और ऊर्जा आउटपुट को मापने के लिए आवश्यक उपकरण स्थापित करना चाहिए। उन्हें अनुबंध की पूरी अवधि के लिए यह डेटा संबंधित अधिकारियों/संगठनों को ऑनलाइन और/या नियमित आधार पर एक रिपोर्ट के माध्यम से हर महीने जमा करना होगा।

ख. एसपीडी डेटा के ऑनलाइन हस्तांतरण की सुविधा के लिए किसी भी अतिरिक्त निगरानी उपकरण को संस्थापित करने के लिए संबंधित अधिकारियों/संगठनों या उनके अधिकृत प्रतिनिधियों तक पहुंच प्रदान की जाएगी।

ग. जैसा कि ऊपर उल्लेख किया गया है, सभी डेटा अनुबंध की पूरी अवधि के लिए उपलब्ध कराए जाएंगे।

घ. संयंत्र स्कांडा ओपीसी संस्करण 2.0क (या ओपीसीयूए सहित बाद का संस्करण) के अनुरूप होना चाहिए और ओपीसीसंस्थान के विनिर्देश के अनुसार उपयुक्त ओपीसी -डीएसर्वर को लागू करना चाहिए। संबंधित अधिकारियों/संगठनों को वास्तविक समय ऑनलाइन डेटा (वीडिएसएस पैरामीटर) प्रदान करने के लिए सभी डेटा इस ओपीसी सर्वर के माध्यम से मुलभ होना चाहिए। निगरानी की सुविधा के लिए इस बार श्रृंखला डेटा परियोजना स्कांडा प्रणाली में उपलब्ध होगा और इसमें निष्पादन की निगरानी के लिए दैनिक, मासिक और वार्षिक रिपोर्ट की सुविधा के लिए पहले बताए गए मापदंडों के अलावा अन्य को शामिल होना चाहिए।

ड. वेब आधारित निगरानी उपलब्ध होनी चाहिए, जो मशीन पर निर्भर न हो। वेब-आधारित निगरानी को वही स्क्रीन प्रदान करने चाहिए जो संयंत्र में उपलब्ध हैं।

इसके अलावा, पीडीएफ या एक्सेल प्रारूप में दूरस्थ वेब-क्लाइंट से रिपोर्ट डाउनलोड करना संभव होना चाहिए।

च. वीडिएसएस से यूनिट बैटरियों का सुरक्षित निपटान

विकासकर्ता खतरनाक और अन्य अपशिष्ट (प्रबंधन और सीमापार संचलन) नियम, 2016, समय-समय पर यथासंशोधित, के तहत जैसा लागू हो, आवश्यकताओं का पालन करेगा। वीडिएसएसडी यह सुनिश्चित करेगा कि संयंत्र से सभी यूनिट बैटरी मॉड्यूल उनके 'जीवनकाल समाप्त' हो जाने (जब वे दोषपूर्ण/गैर-प्रचालन/गैर-मरम्मत योग्य हो जाते हैं) के बाद सरकार द्वारा अधिसूचित और समय-समय पर यथासंशोधित "ई-अपशिष्ट (प्रबंध और हैंडलिंग) नियम, 2016", और भारत सरकार द्वारा अधिसूचित किए जाने वाले बैटरी अपशिष्ट प्रबंधन नियम, के अनुसार निपटाया जाता है।

घनश्याम प्रसाद, संयुक्त सचिव

MINISTRY OF POWER

RESOLUTION

New Delhi, the 10th March, 2022

No. 23/16/2020-R&R Part (1).—

Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services

SECTION I: BACKGROUND AND INTRODUCTION

A. PREAMBLE

1. Background

- The growth of renewable energy in India has been one of the key success stories of the nation's energy sector. Today, Solar and Wind power have become integral to the nation's energy mix at par with the conventional energy sources. India has already achieved installation of 150 GW of

RE capacity enroute the ambitious journey of installing 500 GW of non-fossil energy capacity. With the share of RE in India's energy mix significantly increasing, and in view of the targeted energy mix by 2030, it is pertinent to plan for optimum utilization of resources and selection of right resource mix to meet the projected energy demand of the country.

- b. With various global developments in technology and manufacturing, RE power has become the most affordable and clean source for annual energy requirements. Initial capacities have been successfully integrated to the grids so far, but with increasing penetration of RE in the energy mix, further capacity addition is expected to face issues due to supply-demand mismatch, wherein generation from RE sources happens mainly during the low demand period and has a characteristic of being infirm in nature. Some utilities have already started experiencing the effects of the integrating renewables into their grids and forcing curtailment of power. In this context, Central Electricity Authority (CEA), in its report titled "Optimal Generation Capacity Mix for 2029-30", dated January, 2020, has envisaged a key disruption of replacement of thermal based generation with renewable energy generation complemented with energy storage technology. In this regard, an excerpt from the above report is reproduced below:

"This has been possible with the downward trend of cost of solar panels and newer technology options like battery energy storage systems. In fact, the reduction in cost projections is very aggressive for Battery Energy Storage technology to render them financially viable in near future. In this context, planning for optimal generation capacity mix gains tremendous importance so as the future generation capacity mix is cost effective as well as environmental friendly, a horizon of 10-12 years is sufficient to gear up the systems and policies in the right direction to achieve the optimal generation mix."

- c. In addition to the above, Ancillary Services have been an integral part of the electricity ecosystem all over the world. The basic services of frequency and voltage control are embedded in the electricity supply system and in order to enable provision of these basic services, specific support services are required to complement reliable and efficient grid operation. These support services which act as 'Value added Services' are known as 'Ancillary Services'. The Ancillary Services comprise of services required for maintaining load-generation balance (frequency control), maintaining voltage and reactive power support and maintaining generation & transmission reserves. As an initial step, the Central Electricity Regulatory Commission (CERC) had in 2013 floated a Staff Paper on "Introduction of Ancillary Services in Indian Electricity Market". The Staff Paper had discussed about the types of Ancillary Services such as the real power support services or Frequency Support Ancillary Services/ Load following, Voltage or reactive power support services and Black start support services. It was envisaged that the generators having surplus capacity, (i.e. either un-requisitioned surplus capacity by the beneficiaries of that capacity or generators who could not sell their capacity in the market and/or surplus captive capacity) may be allowed to bid into the power exchange, in a separate market segment.
- d. Pursuant to above, CERC issued Regulations on Ancillary Service operation in August, 2015. After consultations with the stakeholders, CERC decided that in order to meet the current requirement, tertiary frequency control through utilization of un-despatched surplus capacity available in generating stations at the inter-state level, whose tariff is determined/adopted by CERC, may be introduced as Reserve Regulation Ancillary Service (RRAS). The variable cost of RRAS provider is considered for merit order despatch. In order to facilitate Congestion management, transmission constraints (both interregional and intraregional) are considered during despatch of RRAS. Both the fixed charges and variable charges are paid to the RRAS providers with a mark-up as an incentive. The fixed charges are in turn refunded to the original beneficiary(s) in proportion to the power surrendered. Therefore, at present the ancillary services in India are provided by resources which are spinning and already scheduled at a certain MW level with both headroom and legroom margins available (as reserves) for regulating up and down. While, the scheduled MW is decided by the market participants, the System Operator utilizes only the headroom and legroom of generation margins as ancillary services for frequency control.
- e. As the demand grows to match the generating capacity, the present ancillary system is being changed, the new ancillary system needs to integrate Energy Storage Systems (ESS) with existing

and upcoming RE capacity in order to optimize generation and transmission mix. Guidelines for setting up of new RE capacity through tariff-based bidding mechanism are already in place. With respect to increasing the storage component in the energy mix, Ministry of Power had requested the CEA in April, 2021, to submit a report on identification of usage of storage as business case and for ancillary services. The Report identifies Pumped Hydro Storage System (PSP) and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. The said CEA Study has revealed that the planning model selects the battery energy storage system from the year 2027-28 onwards and a Battery Energy Storage capacity of 27,000 MW/108,000 MWh (4-hour storage) is projected to be part of the installed capacity in 2029-30. This will be in addition to 10,151 MW of Pumped Hydro Storage System envisaged to be a component of the installed capacity in 2029-30.

- f. With the limited support available from existing Pumped Hydro Storage Plants and the long gestation period for the new Pumped Hydro Storage Plants, the circumstances merit consideration of Battery Energy Storage System (BESS) as one of the sources of resource adequacy for the Indian power system. RE plus storage/BESS can provide the required flexibility in generation apart from ensuring the resource adequacy.

2. Objectives

The specific objectives of these Guidelines are as follows:

- a. To facilitate procurement of BESS, as part of individual RE power projects or separately, for addressing the variability/firming power supply / increasing energy output / extending the time of supply from an individual RE project or a portfolio of RE projects, augmentation of existing RE Projects and/or to provide ancillary, grid support and flexibility services for the grid.
- b. To facilitate procurement of BESS for optimum utilization of transmission and distribution network.
- c. To ensure transparency and fairness in procurement processes/ and to provide for a framework for an Intermediary Procurer as an Aggregator / Trading licensees / Implementing Agency for the inter-state/intra-state sale-purchase of power.
- d. To provide standardization and uniformity in processes and a risk-sharing framework between various stakeholders, involved in the energy storage and storage capacity procurement, thereby encouraging competition and enhanced bankability of the Projects.

SCOPE OF THE GUIDELINES

1. Applicability of Guidelines

These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for procurement of energy from BESS by the 'Procurers', through competitive bidding, from grid-connected Projects to be set up on "Build-Own-Operate" or "Build-Own-Operate-Transfer" basis, with following minimum project size and bid capacity requirements:

- (i) For Intra-State Projects: Minimum individual project size of power rating of 1MW and above with suitable energy rating based on application at one site with minimum bid capacity of 1MW; and
 - (ii) For Inter-State Projects: Minimum individual project capacity of 50 MW and above with suitable energy rating based on application at one site with minimum bid capacity of 50 MW at the minimum voltage level as specified by the extant CERC regulations/Detailed Procedure.
2. The provisions of these Guidelines shall be binding on the BESSD /Procurer/ Intermediary Procurer/End Procurer/Implementing Agency and the Authorised Representative of the Procurer. The process to be adopted in event of any deviation proposed from these Guidelines is specified in Clause A, Section V of these Guidelines.

3. Business Cases

Following business cases have been identified regarding utilization of BESS in supply of energy and grid maintenance:

- (i) RE supply with BESS: In this case, the BESS is included as part of the RE Project, and ownership of the RE and BESS assets lies with the Generator. These Projects may also be utilized to meet Peak power and firm dispatchable RE requirements of Procurers.
 - (ii) BESS with transmission infrastructure: This model is aimed at maximization of the utilization of the transmission Asset, increasing duration of usage of transmission system and Strengthen Grid Stability. These systems will enable large-scale optimization of transmission infrastructure by optimum utilization of transmission capacity and reducing network congestion. As a result, the requirement of augmentation of evacuation and transmission infrastructure gets drastically reduced.
 - (iii) Storage for ancillary services/ balancing services / flexible operations: The BESS, with fast ramp rate, is particularly suited for second-by-second management of interchange flows. The system operator (for eg. RLDC/NLDC and SLDCs) may use BESS for frequency control and balancing services to manage the inherent uncertainty/variations in load and generation.
 - (iv) Storage for Distribution: This model aims at maximization of the utilization of the Storage Asset and strengthening DISCOM operations. Connected at the load centres, it may be suitably utilized by the Discom to manage its peak load, grid resilience, portfolio management and flexible operations. BESS can also be used to facilitate large scale expansion of electric mobility segment as part of major consumers for the Discoms. BESS can also be used as an optimum tool to achieve asset shifting by the Discoms, thereby increasing asset life.
 - (v) Standalone BESS for the Arbitrage operation which may be used by the Developer / owner or by the lessee including merchant operation.
 - (vi) The BESS developer/owner may sell storage space for a particular duration. In this case he will get capacity charges.
 - (vii) Any other business cases as found suitable by Procurers / Intermediary procurers / beneficiaries/ Generators
 - (viii) Along with the business cases mentioned at Sl. No (i) to (vii) above, it is possible that a certain component can also be earmarked for utilisation as merchant capacity by the BESS developer. This component may be traded in power market as per extant regulations.
4. These Guidelines shall be applicable for business cases identified above vide Sl. (ii) to (vii). For Sl. (i) above, i.e. in case of systems which contain RE generating stations along with BESS as a single Project (co-located or multi-located), the respective Standard Bidding Guidelines issued for procurement of power from Solar, Wind and Hybrid Power Projects, or the Unified Standard Bidding Guidelines, as issued by the Ministry of Power, shall be applicable.
 5. The BESS may be charged by RE power or non RE power or through a combination of RE and non-RE power, However, when it seeks to supply RE power, it will need to be charged with RE power only.

SECTION II: DEFINITIONS

The terms used in these Guidelines will have the following meanings:

1. “Act” shall mean the Electricity Act, 2003, including subsequent amendments and clarifications issued thereof.
2. “Adjusted Equity” shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “Reference Date”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;
 - a. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;

- b. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the “Base Adjusted Equity”);
- c. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three threethree percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of a year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

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

3. “**Affiliate**” in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company.
4. “**Annual Availability**” shall be as defined in the RfS.
5. “**Appropriate Commission**” shall have the same meaning as defined in the Act.
6. “**Authorised Representative**” of the Procurer: In cases, where the Battery Energy Storage Purchase Agreement (BESPA) signing agency and the agency carrying out the tendering / bidding process are different, the agency carrying out the tendering / bidding process shall be deemed to be the Authorized Representative of the ‘Procurer’ and will on behalf of the Procurer be responsible for fulfilling all the obligations imposed on the ‘Procurer’ during the bidding phase, in accordance with these Guidelines.
7. “**Battery Energy Storage System Developer**” or “**BESSD**” or “**Developer**” shall mean the entity owning/operating the BESS facility for supply of power under these Guidelines.
8. “**Battery Energy Storage Purchase Agreement**” or “**BESPA**” shall mean agreement entered by Intermediary Procurer or End Procurer (as applicable) with BESSD for procurement of BESS Capacity.
9. “**Battery Energy Storage Systems**” or “**BESS**” or “**Project**” shall mean the system(s)/projects utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity, including but not limited to ancillary facilities (grid support., for example). Such systems may be co-located with RE Generating Stations, or may be operated on stand-alone basis.
10. “**Bidding Agency**” shall refer to the organization issuing tender documents and carrying out the selection process under these Guidelines.
11. “**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.
12. “**Debt Due**” shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:
 - a. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the ‘Principal’) but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;
 - b. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (a) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due 2 (two) years prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Procurer Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by equity investors or their Affiliates for financing the Total Project Cost.

Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as

if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost.

13. **“End Procurer”** shall mean the ultimate Procurer of energy from the Intermediary Procurer or the Battery Storage System Developer as the case maybe; and shall include the distribution licensee, bulk consumers, etc, as applicable.
14. **“Financial Closure”** or **“Project Financing arrangements”** shall mean arrangement of necessary funds by the Battery Storage System Developer towards 100 % project cost either by way of commitment of funds by the Company from its internal resources (by a resolution passed by the Board of Directors) and/or tie up of funds through a bank/financial institution by way of sanction of a loan or firm commitment letter agreeing to finance.
15. **“Intermediary Procurer”** or **“Implementing Agency”**: In some cases, an intermediary between the distribution licensee(s) and the BESSD(s), or an “Implementing Agency” as notified by the Government of India, may be required either to aggregate the power purchased and / or firming the same with large scale energy storage capacity from different developers, and sell it to the End Procurer(s). In such cases, the “Procurer” would be a trading licensee or an Implementing Agency, buying power from the Developer(s) and selling the same to one or more distribution licensees, such distribution licensees shall be the “End Procurer” and the trading licensee shall be “Intermediary Procurer” for the purpose of these Guidelines.
16. **“Procurer”** shall, as the context may require, shall mean the End Procurer, or an Intermediary Procurer.
17. **“Renewable Energy (RE) sources”** shall refer to ‘solar photovoltaic’ (hereinafter also referred as ‘solar’), ‘wind’ and ‘solar PV- wind hybrid’ (hereinafter also referred as ‘hybrid’) and other renewable energy sources as notified by the Government of India from time to time.
18. **“Renewable Power”** or **“RE Power”** The term ‘RE Power’, wherever used in these Guidelines, shall refer to power from Renewable Energy sources.
19. **“RE Park”** shall refer to areas or parks developed, in accordance with the Guidelines and/or Policies issued by Central or State Governments, for setting-up of RE power projects, including Solar, Wind or Solar-Wind Hybrid Power projects.
20. **“Request for Selection”** or **“RfS”** or **“Tender”** or **“Bid Document”** shall mean the tender documents issued by the Bidding Agency, including Energy Purchase and Energy Sale Agreements as applicable, for procurement of power through a competitive bidding process under these Guidelines.
21. **“Solar”**: The term ‘Solar’, wherever used in these Guidelines, shall refer to Solar Photovoltaic (PV) and Solar Thermal technologies or the power plant based on such technologies.
22. **“Wind”**: The term ‘Wind’, wherever used in these Guidelines, shall refer to Wind energy technology or the power plant based on such technology.

SECTION III: BIDDING PROCESS AND AWARD OF PROJECTS

A. PREPARATION FOR INVITING BIDS AND PROJECT PREPAREDNESS

1. Conditions to be met by Procurer

1.1. Bid Documentation:

- a. The Procurer shall prepare the bid documents in accordance with these Guidelines, except as provided in sub clause b below.
- b. The Procurer shall seek prior approval of the Appropriate Government for deviations, if any, in the draft RfS, draft BESP, draft BESSA (if applicable) from these Guidelines, in accordance with the process described in Clause A, Section V of these Guidelines.
- c. In case of an ongoing bidding under process prior to notification of these Guidelines, the provisions of the specific tender documents shall prevail.

1.2. Site-related Project preparatory activities including clearances

In order to ensure timely commencement of supply of electricity being procured and to convince the bidders about the irrevocable intention of the Procurer, it is necessary that various Project

preparatory activities as mentioned in Clause 1.4 and Clause 1.5 below of these Guidelines are completed in time.

1.3. Arrangements related to site

As specified in the bidding documents to be issued by the Procurers, the Project may be set up either at the Project site specified by the Procurer, or at the Project site selected by the Developer. Multiple energy injection points in grid may be permitted, subject to provisions in the tender document. In case of multiple injection points, the capacity of Connectivity and Open Access for each individual energy injection point will be granted as per extant regulations as amended from time to time. Further, for a single Project with multiple injection points, scheduling and settlement as per Deviation Settlement Mechanism will be carried out for each injection point separately. In such cases, obligation of the Procurer will be to procure power from all or any of the points of injection, cumulatively upto the Contracted Capacity as per the BESPA, and connectivity granted at each injection point.

1.4. Project site specified by the Procurer

The Procurer may choose to locate the Project at a specified site and the same may be specified by the Procurer in the bidding documents. In such cases, to ensure timely commencement of supply of electricity, the Procurer and the Developer should ensure that various Project preparatory and implementation related activities as indicated below are completed by the respective entities as per the timelines indicated below.

Milestones	Deadline
Identification of 100% area of the land and substation (entails providing coordinates of land boundaries and substation location)- by the Procurer	As specified in tender documents
Provision of documents/agreements to indicate in-principle availability of 100 % of land - by the Procurer	As specified in tender documents
Tendering process	The bidding agency should try to conclude the tender within 3 months of issuance of the tender documents
Signing of BESPA	30 days after issuance of LoA (may be extended depending on tender conditions)
Signing of Land lease/right-to-use Agreement	Along with signing of BESPA
Grant of possession/right to use of 100% of land area identified (free from all encumbrances) along with forest clearance if applicable- by the Procurer	Within 60 days of signing of BESPA
Application for grant of Connectivity and Open Access by the STU/CTU (as applicable)-to be facilitated/applied for by the Procurer/BESSD	Within 30 days of issuance of LOA.
Financial Closure	In line with Clause B. of Section IV of these Guidelines.
Substation readiness for evacuation of power-by the Procurer	Matching with original SCOD of the Associated Transmission System
Other legal clearances as required-by the Procurer	15 days prior to SCD
Scheduled Commissioning Date (SCD)	In line with Clause C. of Section IV of these Guidelines.

1.5. Project site specified by the Procurer in an RE Park

The Procurer may choose to locate the Project in a specified zone characterized with proper infrastructure and access to amenities (RE Park) and the same may be specified by the Procurer in the bidding documents. The RE Park shall be developed as per the relevant Policies and/or Guidelines in this regard issued by MNRE/Central Government/State Government (foreg. "Guidelines for Development of Solar Parks", issued by MNRE for 'Solar Parks'). Notwithstanding this, to ensure

timely commencement of supply of electricity, the Procurer, the RE Park developer and the Project Developer should ensure that various Project preparatory and implementation related activities as indicated below are completed by the respective entities as per the timelines mentioned therein. For RE Parks, the responsibilities of the developer(s) of such Parks [for eg. Solar Power Park Developer (SPPD) in case of 'Solar Park'] shall flow from the relevant Policies and/or Guidelines for development of such Parks, issued by MNRE/Central Government/State Government and Implementation Support Agreement, if any, which defines the relationship between the developer of such park and the BESSD.

Milestones	Deadline
Identification of 100% area of the land and substation (entails providing coordinates of land boundaries and substation location)- by the Park Developer	As specified in tender documents
Provision of documents/ agreements to indicate in-principle availability of 100 % of land area at the initiation of bidding- by the Park Developer	As specified in tender documents
Tendering process	The bidding agency should try to conclude the tender within 3 months of issuance of the tender documents
Signing of BESPA	30 days after issuance of LoA (may be extended depending on the tender conditions)
Signing of Land lease agreement	Along with signing of BESPA
Grant of possession/right to use of at 100% of land area identified (free from all encumbrances) along with forest clearance if applicable-by the Park Developer	Within 60 days of signing of BESPA
Payment of upfront charges to the Park Developer-by the BESSD	To be paid in 3 instalments: 25% along with signing of Land lease agreement. Next 25% within 30 days of signing of Land lease agreement. Remaining 50% at the time of grant of possession/right to use of 100% of land area identified by the Park Developer
Application for Grant of Connectivity and Open Access by the STU/CTU (as per extant regulations)- to be facilitated/applied by the Park Developer	Within 30 days of issuance of LOA.
Financial Closure	In line with Clause B. of Section IV of these Guidelines.
Substation readiness for evacuation of power-by the Park Developer	Matching with original SCOD of Associated Transmission System
Other legal clearances as required-by the Park Developer	15 days prior to SCD
Scheduled Commissioning Date (SCD)	In line with Clause C. of Section IV of these Guidelines.

2. Project site selected by the BESSD

In case the Procurer does not specify a site and the Project site is selected by the BESSD, to ensure timely completion and commencement of supply of power, the bidder would be required to submit documents in respect of project milestones as per the time schedule specified herein below:

Milestones	Deadline
Tendering process- to be completed by the Bidding Agency	The bidding agency should try to conclude the tender within 3months of issuance of the tender documents
Signing of BESPA	30 days after issuance of LoA (may be extended depending on tender conditions)
Signing& Submission of Land related Documents	At the time of commissioning of the Project
Application for grant of Connectivity and Open Access by the STU/CTU (as applicable)	Within 30 days of LOA
Financial Closure	In line with Clause B. of Section IV of these Guidelines.
Scheduled Commissioning Date (SCD)	In line with Clause C. of Section IV of these Guidelines.

Further, the BESSD/Procurer (as applicable), within 30 days of issuance of LOA, shall apply for Connectivity/Open Access to the CTU/STU Grid (as required) for technical feasibility of Connectivity/Open Access of the plant to InSTS/ISTS substation which shall be processed as per the extant Regulations in vogue.

In addition to the documents as identified, a letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU), (or RE power park developer, in case of selected site being in a RE park) as applicable, regarding connectivity from STU/CTU, as applicable, shall be required to be submitted by the BESSD prior to commissioning of the Project. If the Project site is located in the same State as the Procurer/ End Procurer, State Government shall endeavour to provide necessary support to facilitate the connectivity of the plant to InSTS/ISTS substation.

Obtaining all other clearances prior to Project commissioning as required for Project execution, shall be entirely the responsibility of the BESSD, and the Procurer shall not be responsible in case of delay in obtaining the above / such clearances. Provisions regarding treatment of the same will be explicitly provided in the tender documents.

B. BID STRUCTURE

1. Bid Package

The bids will be designed in terms of total capacity of storage. The minimum Project and package sizes for the bids are indicated at Sl. B.1. of Section I above. However, in order to have economies of scale, the Procurer is permitted to specify the minimum project size, that a bidder is allowed to bid for, to be more than the above specified limits, as the case may be. Notwithstanding this, on due consideration of availability of land and transmission facility, smaller bid sizes can be kept in case of North-Eastern States, Special Category States, and Projects outside RE Parks. The Procurer may also choose to specify the maximum capacity that can be allotted to a single bidder including its Affiliates keeping in mind factors such as economies of scale, land availability, expected competition and need for development of the market.

2. Bidding Parameters

The Procurer may invite bids for the procurement in terms of BESS Capacity. A Capacity Procurement would entail that the Procurer pays for the availability of storage capacity. The bidding parameter, accordingly, would be:

- a) Availability based fixed charge/ Annuity (INR per kW (or per MW) per year (or per month) as per terms and conditions of the Agreement and/or
- b) A quantum of VGF support required by the bidder for a pre-specified fixed Tariff/ Annuity specified

The Bidding Agency may specify in the RfS, one of the above bidding parameters depending on the BESS application and the Procurer off-take arrangements, which will be specified in the RfS.

The minimum Term of the BESPA is envisaged to be 8 years which could be increased as per requirement of procurement.

C. BIDDING PROCESS

1. The Procurer shall call for the bids adopting a single stage, two part (Technical Bid & Financial Bid), bidding process to be conducted preferably 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 evaluation stage, shall be opened. The Procurer will carry out e-reverse auction for selection of successful bidders, which 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. In case of a RE Park specific project, intimation about the initiation of the bidding process shall be given by the Procurer to the RE Power Park Developer, who has to engage actively in the bidding process by providing all the necessary land and infrastructure related details.
2. The Procurer shall invite the bidders to participate in the RfS for installation of BESS based Projects, in terms of these Guidelines.
3. The bidding documents including the RfS, draft BESPA and draft BESSA (if applicable), shall be prepared by the Procurer in consonance with these Guidelines. The Procurer shall also arrange the access of the bidders to the drafts of Implementation Support Agreement and land related agreements, in case the Project is required to be set up in a RE Park.
4. The Procurer shall publish the RfS notice in the Central/State Public Procurement Portal and/or its own website to accord wide publicity.
5. The Procurer shall provide opportunity for pre-bid conference to the prospective bidders, and shall provide written interpretation of the tender documents to any bidder which shall also be made available to all other bidders. All the concerned parties shall rely solely on the written communication. Any clarification or revision to the bidding documents shall be uploaded on the website of the Procurer for adequate information. In the event of the issuance of any revision or amendment of the bidding documents, the bidders shall be provided a period of at least 7 days there from, for submission of bids.

D. REQUEST FOR SELECTION (RFS) DOCUMENT

The standard provisions to be provided by the Procurer in the RfS shall include the following:

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 should not be 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

2. Qualification requirements to be met by the bidders

- a) **General Eligibility Criteria:** Bidders participating in the tenders issued under these Guidelines should fall under either of the following categories:
 - i. A Company under the Companies Act, 2013.
 - ii. A Foreign Company under the respective nation's laws.

- iii. Alternative Investment Funds (AIF) as registered under SEBI. "AIF" shall be as defined by SEBI.
- iv. A Consortium comprising the above entities.

The above would be subject to the relevant Acts, Rules, Guidelines, Orders and Policy documents of the Government of India as amended from time to time.

- b) **Technical Eligibility 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 Eligibility Criteria such as past experience of the bidders, timely execution of infrastructure projects, etc. Such criteria should be set after an assessment of the number of project developers that are expected to meet the criteria so that an adequate level of competition is achieved. Cut-off date for meeting the technical criteria should generally be kept as the last date of bid submission.

c) **Financial Eligibility Criteria:**

- i. **Net-worth/Asset Under Management (AUM) or Investible Funds:** 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 capital cost of the Project, for the financial year in which bids are issued. The estimated capital cost of the Project will be determined by the Bidding Agency. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by the Procurer/Intermediary Procurer shall be demonstrated as part of Financial Eligibility Criteria. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.

The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the bidding company/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall 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.

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, 2013, and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

For the limited purpose of meeting the technical and financial eligibility criteria in the tenders, in addition to using credentials of the Affiliates having more than 50% shareholding in the bidding company, the bidders may also use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:

- a. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs. 100 Cr., and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs. 30 Cr. of the Net Worth.
- b. In case the strength of an Affiliate is being used for meeting the eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in upto COD of the Project.
- ii. **Liquidity:** It is necessary that the bidder has sufficient cash flow/ internal accruals/ bank references to manage the fund requirements for the Project. The Procurer may also stipulate suitable parameters such as annual turnover, PBDIT, internal resource generation, bank references/line of credit, etc.

E. BID SUBMISSION AND EVALUATION

1. Formation of consortium 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.
2. The Bidding Agency will specify suitable technical and financial eligibility criteria for the bidders, in the tender documents.

3. 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.
4. The bidders may be required to submit non-refundable processing fee and/or success fee, as specified in the RfS.
5. The bidders shall be required to submit separate technical and price bids. The bidders shall also be required to furnish necessary bid-guarantee in the form of an EMD along with the bids.
6. 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.
7. To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and the Procurer still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.
8. The price bid shall be liable to be rejected, if the bid submitted by the Bidder contains any deviation from the tender conditions.
9. **Bid evaluation methodology to be adopted by the Procurer for evaluating the bids:** Bid Evaluation shall be carried out in terms of parameters as brought at Clause B2 above through ranking of Bids in ascending order of the Bidding Parameter. the Bidding Agency will carry out electronic reverse auction for award of Projects.
10. The detailed procedure for evaluation of the bid and selection of the successful bidder(s) shall be provided for in the RfS.

F. INDICATIVE TIME TABLE FOR BID PROCESS

The bidding process should be completed within 3 months of the date of issuance of RfS by the Procurer. 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.

G. CONTRACT AWARD AND CONCLUSION

1. After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of 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 these Guidelines.
2. The BESPA shall be signed with the successful bidder/project company or an SPV formed by the successful bidder.
3. The BESPA shall be executed between BESSD and Procurer. In case of involvement of the Intermediary Procurer, BESPA shall be executed between the BESSD and Intermediary Procurer and the BESSA shall be executed between the Intermediary Procurer and the End Procurer. The BESPA(s) should preferably be signed immediately after signing of the BESSA(s).
4. The Intermediary Procurer shall enter into the Battery Storage Purchase Agreement (BESPA) / Power Purchase Agreement with the Developer(s) and enter into a Battery Storage Sale Agreement (BESSA) /Power Sale Agreement with the distribution licensee(s)/ consumer(s). The BESSA shall contain the relevant provisions of the BESPA on a back-to-back basis. The Intermediary Procurer shall be entitled to charge trading margin of seven paise/kWh or 0.5% of the Capacity Charges (as applicable) from the Buying entity / Procurer for purchase and sale of such energy/capacity..
5. As long as the Intermediary Procurer follows these Guidelines for procurement of BESS, the End Procurer(s) shall be deemed to have followed these Guidelines for procurement of such power. The power procurement for Distribution licensees in some States is centralized through a holding company or another government agency. Such companies/ agencies will be considered as Procurer and not as Intermediary Procurer for the purposes of these Guidelines.
6. In case of delay in signing of BESPA beyond 6 months from the date of issuance of LoAs, or any other extended date as mutually agreed between the Bidding Agency and the successful bidders, the awarded capacity shall stand cancelled. In certain cases, after the above deadline, if the cumulative capacity eligible for signing of BESPA is lower than the cumulative capacity awarded under the tender, further

course of action will be decided by the Bidding Agency, which will be clearly specified in the tender document.

7. For the purpose of transparency, the Procurer shall, after the execution of the BESPA, publicly disclose the name(s) of the successful bidder(s) and the tariff / charges 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.
8. Subject to provisions of the Act, the distribution licensee or the Intermediary Procurer, as the case may be, should approach the Appropriate Commission for adoption of tariffs (including capacity charges, if applicable) discovered and quantum of capacity / electricity to be procured, within 30 days of issuance of Letter(s) of Award to the successful bidder(s). In case the tariff (including capacity charges, if applicable) adoption procedure requires signed BESPA to be submitted alongwith, the above timeline may be extended suitably.
9. In some cases, the Intermediary Procurer/Procurer may also stipulate a fixed value as one of the components of a two-part tariff. In such cases, the above fixed part of the tariff need not require any tariff adoption by the Appropriate Commission, and will be deemed to be applicable under these Guidelines.
10. Subsequent to the End Procurer/Intermediary Procurer approaching the Appropriate Commission for adoption of tariffs, in case, the Appropriate Commission does not decide upon the same within 120 days from the Effective Date of the BESPA, the Procurer(s) shall grant appropriate extension of time in financial closure deadline and scheduled commissioning date to the BESSDs, corresponding to the delay (beyond 120 days of Effective Date of BESPA) in adoption by the Appropriate Commission, till the date of adoption by the Appropriate Commission.

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

1. The BESSD shall provide the following instruments to the Procurer in terms of the RfS and the BESPA:
 - a. Earnest Money Deposit (EMD), to be fixed by the Procurer, but not to be more than 2% (two percent) of the estimated capital cost of the Project, for the financial year in which the bids are invited, to be submitted along with response to RfS. The Bidding Agency / Procurer shall have the option to specify modes / forms of accepting EMD, taking into due consideration the notifications/Government Resolutions notified by the Appropriate Government, in the form of:
 - i. Bank Guarantee(s);

OR

 - ii. "Payment on Order instrument" / Letter of Undertaking to pay in case situation of default of BESSD in terms of BESPA arises, from any agency as notified by the Government of India or State Governments from time to time, for this purpose, to be furnished by the bidders. Forfeiture of EMD or blacklisting/debarring etc, as defined in these Guidelines, shall be undertaken in the event of failure of the BESSD to execute the BESPA within the stipulated time period.

"Payment on Order instrument" means Letter of Undertaking from any agency as notified by the Government of India or State Governments from time to time for this purpose, to pay in case situation of default of Battery Storage System Developer(BESSD) in terms of tender documents and/or Battery Storage Purchase Agreement (BESPA) 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. BESSD can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above. 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 from the institutions as notified above.
 - b. Performance Bank Guarantee (PBG), to be fixed by the Procurer, but not to be more than 5% (five percent) of the Project cost, for the financial year in which the bids are invited, to be submitted at the time of signing of the BESPA. The Bidding Agency / Procurer shall have the option to specify

modes / forms of accepting EMD, taking into due consideration the notifications/Government Resolutions notified by the Appropriate Government, in the form of:

i. Bank Guarantee(s);

OR

ii. "Payment on Order instrument" / Letter of Undertaking to pay in case situation of default of BESSD in terms of Power Purchase Agreement (BESPA) arises, from any agency as notified by the Government of India or State Governments from time to time for this purpose.

2. In addition to the other remedies, the PBG (or the alternative provided thereto as per these Guidelines) can be encashed to recover any damages/dues of the BESSD in terms of the BESPA. It is hereby clarified that the damages/dues recovered by the Intermediary Procurer by encashing the PBG, upon the default of the BESSD under the BESPA, shall be credited to the Payment Security Fund to be maintained by the Intermediary Procurer under Clause G, Section IV of these Guidelines. PBG (or alternatives provided thereto as per these Guidelines) would be returned after deducting liquidated damages (if any), to the BESSD within 45 days of commissioning of the Project. However, Procurer / Intermediary Procurer may choose to increase such period which shall not be more than 15 months from COD and shall be clearly specified in the Bidding Documents. In case of part commissioning, PBG/Payment on Order Instrument corresponding to the part capacity commissioned, should also be released after deducting liquidated damages (if any), within the time period as specified in Bidding Documents. As an alternative to encashment of PBG/Payment on Order Instrument, the Procurer/Intermediary Procurer may also provide an option to the BESSD to furnish the requisite amount to the Procurer/Intermediary Procurer through DD/electronic payment, against release of the PBG/Payment on Order Instrument concerned without any encashments.
3. Procurer(s) may release the Bank Guarantees submitted by BESSD as 'Performance Bank Guarantee (PBG)' of any project, if the BESSD is able to replace the same with "Payment on Order instrument" / Letter(s) of Undertaking as per Clause H.1.b.ii.above, to pay in case situation of default of the BESSD in terms of BESPA arises. BESSD can seek such Letters(s) by offering due security to the notified agencies for seeking replacement of their Bank Guarantees already pledged with the Procurer.

I. TECHNICAL SPECIFICATIONS

Procurers shall promote commercially established and operational technologies to minimize the technology risk and to achieve the commissioning of the Projects. The detailed technical parameters, for type of RE projects covered and to be selected under these Guidelines, shall be specified by Ministry of Power from time to time. An indicative list of technical specifications is brought out in Appendix-2 to these Guidelines.

SECTION IV: IMPLEMENTATION OF THE PROJECT

A. BATTERY STORAGE PURCHASE AGREEMENT (BESPA)

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

1. Term of the BESPA

In view of the currently prevailing life cycle of Battery systems being used without replacement, the minimum term of the BESPA period should be 8 (eight) years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later. The BESSD is free to operate the plants after the expiry of the BESPA period, in case the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators so provide. It is hereby clarified that in cases where the Project site is specified by the Procurer to be located either in a RE Park or otherwise, the responsibility of the Procurers to arrange for the land in terms of Clauses A.1.1.4 and A.1.1.5 of Section III of the Guidelines shall be limited for the BESPA period.

2. Performance Parameters of the Project

The procurement of power could either be in capacity (kW/MW) and/or energy (kWh/MWh) terms.

- a) The bidding documents may specify performance parameters such as availability, charging/discharging rate, efficiency, ramp rate, etc. In case of availability being a performance parameter in a tender, in order to ensure the End Procurer's requirements are met, minimum availability to be maintained by the BESS should be specified in the RfS. Further, based on the specific usage of the BESS envisaged under the tender, the BESSD may be required to meet the minimum monthly and / or Annual Availability requirements, or to declare availability on a day-ahead basis. The minimum availability criteria to be met may also be limited to the specified hours in a day/peak hours in a day, on which the shortfall in meeting such criteria will be calculated. The hours of storage and the performance parameters may be decided by the Procurer.

b) Procurement of capacity (MW) and scheduling for energy

In case procurement is done for scheduling of energy in various time blocks, the Procurer will mention the capacity with clear conditions on "minimum availability to be provided by the BESSD and minimum off take energy schedule to be provided by the procurer". In such projects, the minimum off-take and availability should not be less than "xx%" of the contracted capacity.

- Availability based Capacity charge: Irrespective of scheduling of energy by the procurer, the Procurer shall pay the capacity charge for the capacity made available by the BESSD.
- If the BESS is charged by the Procurer, the BESSD will deliver the energy back after accounting for pre-specified conversion losses.
- If the energy also provided by the BESSD, the Procurer shall pay for the pre-quoted energy charge, for the energy supplied also. However, the Procurer would guarantee the minimum monthly and annual off take guarantee of power.
- Fixed charge: For the difference energy between the availability proposed by BESSD and scheduled by the Procurer, the Procurer shall pay pre-defined fixed charge which can be defined as xx % of the tariff. "xx%" in the above provisions shall be determined as per the bidding documents.

c) Liquidated Damages on account of shortfall in meeting performance criteria: There will be liquidated damages payable for shortfalls against the performance parameters, the amount will be:

- (i) On pro-rata basis for the shortfall below the committed capacity availability @ capacity charge or any number predefined in RfS.
- (ii) On pro-rata basis for the shortfall in supply of committed energy at the tariff or any number predefined in RfS.
- (iii) the BESSD shall pay for the Energy loss in excess of guaranteed parameter (as stipulated in the RfS Document) @ Tariff of input energy provided by the procurer or any number predefined in RfS.
- (iv) For any performance deviations, related to the parameters for ancillary services, the predefined liquidated damages defined by the procurer in the RfS shall be levied.
- (v) Any other Liquidated Damages as defined in the RfS Document

- d) The amount of the liquidated damages as specified under the Bidding Documents or BESPA or in the BESSA is genuine and reasonable pre-estimate of the damages that may be suffered by the Procurer/Intermediary Procurer(s)..

3. **Replenishing**

The BESSDs will be free to replenish the battery capacity time to time during the BESPA duration at their cost and expense to meet the performance criteria. However, the Procurer will be obligated to buy power only within the performance range as specified in the BESPA and at the charges applicable as per the existing agreements. Provisions for treatment of excess supply (if any) shall be specified in the Bidding Documents to be issue by End Procurer / Intermediary Procurer. Change in Law compensation / payment shall be limited to the Contracted capacity only.

B. FINANCIAL CLOSURE

1. The BESSD shall attain the Financial Closure in terms of the BESPA, within the date which is 12 months of the Date of Signing of the Battery Energy Storage Purchase Agreement. However, if for any reason, the time period for attaining the financial closure needs to be reduced than that provided in these Guidelines, the Procurer can do the same.
2. Failing the aforesaid, the Procurer/Intermediary Procurer shall encash the PBG/POI unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause A.1.1.4 and Clause A.1.1.5 of Section III of these Guidelines or delay in allotment of land by the Government not owing to any action or inaction on the part of the BESSD or is caused due to a Force Majeure. An extension for attainment of the financial closure can however be considered by the Procurer, on the sole request of the BESSD, on payment of extension charges of Rs. 1,000 per MW per day of delay in financial closure. This extension will not have any impact on the Scheduled Commissioning Date (SCD). Any extension charge paid so, shall be returned to the BESSD without any interest on achievement of successful commissioning of full Project capacity within the SCD. In other cases, such penalty / extension charges will be credited to the Payment Security Fund maintained by the Procurer / Intermediary Procurer.
3. Any delay in adoption of tariff by the Appropriate Commission, beyond 120 days after Effective Date of BESPA shall entail a corresponding extension in financial closure deadline.

C. COMMISSIONING**1. Part Commissioning**

- a. Part commissioning of the Project shall be accepted by the Procurer subject to the condition that the minimum capacity for acceptance of first part commissioning shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the BESPA on the part which is not commissioned. For ISTS-connected Projects, the minimum part commissioning capacity for the 1st part will be 50 MW. The total number of instalments in which a Project can be commissioned will be not more than 3, i.e., 1st initial instalment and 2 subsequent instalments. However, the Scheduled Commissioning Date (SCD) will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the BESPA will remain in force for a period of minimum 8 years from the SCD or date of full commissioning of the Project capacity, whichever is later.
- b. In case of part-commissioning of the Project, the BESSD shall be required to submit documents/Lease Agreement to establish possession/right to use of the required land, corresponding to part capacity being commissioned, in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the date of such part-commissioning.
- c. For capacity procurement contracts, in case of part-commissioning, payments as per the BESPA may be made on pro-rata basis, proportionate to the capacity commissioned. The procurement of part commissioned capacity will be based on the sole discretion of the procurer/intermediary procurer. If the procurer/intermediary procurer are not interested to consider procurement of the part capacity till commissioning, the part commissioned capacity will be allowed to sell in the open market till SCD

2. Early Commissioning

The BESSD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD subject to availability of transmission connectivity and/or open access, if applicable. In cases of early part commissioning, till SCD, the BESSD will be free to sell the electricity generated / battery capacity, to any entity other than the Procurer(s), provided that the first right of refusal will be vested with the Procurer(s). The Procurer(s) /Intermediary Procurer shall provide refusal within 15 (fifteen) days from the receipt of the request, beyond which it would be considered as deemed refusal. In cases of early commissioning of full Project capacity prior to SCD, in case the Procurer agrees to purchase such early commissioned power, the Procurer/Intermediary Procurer shall purchase the generation at BESPA/BESSA tariff, as applicable.

3. Commissioning Schedule

- a. The BESSD shall commission the Project, in terms of the BESPA, as per following timelines:

- i. In case of Project capacity upto (and including) 250 MW, the Scheduled Commissioning Date (SCD), i.e., the maximum timeline for commissioning of Projects without any liquidated damages, shall be the date as on 18 months after the Effective Date of the BESPA.
- ii. In case of Project capacity more than 250 MW, the SCD shall be the date as on 24 months after the Effective Date of the BESPA.

However, if for some reason, the scheduled commissioning period needs to be reduced than that provided in these Guidelines, the Procurer can do the same, subject to confirmation from CTU/STU regarding evacuation margins in ISTS/Intra-STS transmission system.

- b. Subject to the provisions of these Guidelines regarding Force Majeure, delay in commissioning beyond the Scheduled Commissioning Date, shall involve liquidated damages levied on the BESSD, as detailed below:
 - i. For delay in commissioning upto 9 months after SCD, the BESSD shall be levied liquidated damages in the form of encashment of the PBG/POI on a per-day basis, pro-rata to the Contracted Capacity not commissioned. Payment of such liquidated damages could be done as follows:
 - By direct payment of the damages of to the Procurer/Intermediary Procurer
 - By encashment of the BG/POI

The BESSD would have the option of choosing between these two options and the time period for making this choice will be specified in the BESSA/BESPA.

- ii. For delay in commissioning beyond 9 months after SCD, Contracted Capacity shall be reduced to the project capacity commissioned upto 9 months after SCD, the entire Performance Guarantee will be encashed by the Procurer/Intermediary Procurer and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.
- iii. However, if for some reason, the above period of liquidated damages needs to be reduced than that provided in these Guidelines, the Procurer can do the same.
- c. Any delay in adoption of tariff (including capacity charges, if any) by the Appropriate Commission, beyond 120 days after Effective Date of the BESPA, shall entail a corresponding extension in SCD.
- d. Land arrangements: It may be noted that commissioning/ part-commissioning of the Project will not be declared until the BESSD submits documents/ Lease Agreement to establish possession/ right to use of the required land, corresponding to full/ part capacity being commissioned, in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the date of such full / part commissioning.

4. **Delay in Commissioning on account of delay in Connectivity/Grid Access Operationalisation:**

In certain Projects, Connectivity and Grid Access shall be required to be submitted by the BESSD prior to commissioning of the project. Subsequent to grant of connectivity, in case there is a delay in grant/operationalisation of Grid Access by the CTU/ STU and/or there is a delay in readiness of the ISTS/ InSTS substation at the Delivery Point/Injection Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/ InSTS network until SCD of the Project, and it is established that:

- i. The BESSD has complied with the complete application formalities as per the Connectivity Procedure.
- ii. The BESSD has adhered to the applicable Procedure in this regard as notified by the CERC/ SERC/JERC/CTU/ STU, and
- iii. The delay in grant of connectivity/ Grid Access by the CTU/ STU and/or delay in readiness of the ISTS/ InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/ InSTS network, is a factor attributable to the STU/ CTU/ transmission licensee and is beyond the control of the BESSD;

The above shall be treated as delays beyond the control of the BESSD and SCD for such Projects shall be revised as the date as on 30 days subsequent to readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid Access. Decision on requisite extension on account of the above factor shall be taken by Procurer / Intermediary Procurer.

D. COMMERCIAL OPERATION DATE (COD)

In case of part commissioning, Commercial Operation Date (COD) will be declared only for that part of project capacity. The Commercial Operation Date (COD) of the project [Project COD] shall be considered as the next day after the actual date of commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be, as declared in line with the commissioning procedure as provided in the BESPA. Similarly, for each part commissioning, COD will be the next day after actual date of commissioning of the respective part capacity.

The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG prior to commissioning of the Project.

Commissioning shall be as per the Commissioning Procedure as per provisions specified in the Bidding Documents.

E. TRANSMISSION CONNECTIVITY

1. The Project shall be designed for inter-connection with InSTS / ISTS substation, either directly, or through a Pooling Substation where other projects also inter-connect prior to the InSTS / ISTS substation, through a transmission network as per applicable regulations, at the appropriate voltage level, as specified by the Procurer/STU/CTU, in line with the applicable CERC/SERC Regulations. The entity responsible for the construction of the relevant transmission infrastructure shall be clearly specified in the bidding documents. Depending on the implementation arrangements and design of the evacuation system, the capital costs of the transmission lines and substations prior to the InSTS / ISTS substation may either be directly paid by the BESSD, or paid by the RE park developer or another implementation agency and claimed from the BESSD as directly attributed or apportioned and recovered in lump sum or as payments over the years.
2. In cases, where the Project site is not specified by the Procurer, the responsibility of getting Connectivity and Grid Access to the transmission system owned by the STU / CTU/ Transmission Licensee will lie with the BESSD and shall be at the cost of the BESSD. In this regard, the Bidding Agency, in consultation with the CTU/STU, may provide a list of substations, from which the bidders may choose the delivery points in a particular tender.
3. In cases, where the Project site specified by the Procurer is not in a RE Park, the Procurer could choose to require the BESSD to bear the responsibility and cost of getting Transmission Connectivity and Grid Access.
4. In cases where the Procurer specifies a RE Park, where the Project is to be located, damages, fines and charges imposed by the CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the BESSD to the extent the delay is attributable to the BESSD and the balance shall be payable by the Procurer.
5. The benefit of waiver of Inter-State Transmission System (ISTS) charges and losses, if any, as per the extant regulations/directions in this regard, will be applicable on the Projects.
6. The Metering Point, which is the point at which energy supplied to the Procurer shall be measured, shall be the low voltage bus bar of the InSTS / ISTS substation at which the power is injected in the transmission system of STU/CTU or any additional point(s) as specified in the Bidding Document. Unless otherwise provided, the transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at his own cost.
7. In case of RE Park, the metering point (as specified in the Bidding Document) is the final evacuation InSTS / ISTS substation with which the internal transmission from all the pooling substations is connected. All expenses including but not limited to transmission / wheeling charges and losses etc. between the Project and the Metering Point shall be paid by the BESSD without any reimbursement by the Procurer. All expenses including 'transmission charges and losses' (if any) and 'wheeling charges and losses' in relation to the transmission and distribution beyond the Metering Point shall be borne by

- the Procurers, except as provided specifically in the RfS. Arrangements shall be put in place for billing by the RE Park Developer to the Projects/BESSDs or any other entity, as the case may be who may in turn, recover the same directly from the Procurer.
8. For interconnection with grid and metering, availing Open Access and commercial accounting & settlement, the BESSDs shall abide by the provisions of the CERC Regulations/Procedure & RE connectivity procedure and the various CEA Regulations/Standards including Grid Code, Technical Standards as issues by CEA in this regard, Grid Connectivity Regulations, Regulations on Communication System for transmission of electricity and other regulations (as amended from time to time) issued by Appropriate Commission and CEA.
 9. The BESSD shall comply with CERC/ SERC/ JERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities applicable in this regard.
 10. The transmission connectivity to the BESSD may be provided by the CTU/ STU, as the case may be, prior to commissioning of the project on the request of the BESSD, to facilitate testing and allow flow of infirm power generated into the grid, subject to existing conditions and such application should be made within the stipulated timeline as specified in the Applicable Regulations.
 11. In case of BESS projects as transmission element, the project would planned in tandem with transmission network, and associated RE projects. In case of delay of RE projects associated in the associated network, the capacity charge payable to the to the BESS provider shall be levied on the RE project developers on pro-rata basis by intermediary procurer

F. COMPENSATION FOR OFFTAKE CONSTRAINTS

The Procurer may be constrained to reduce off-take of the power scheduled/offered by the BESSD on account of a Backdown and limited to such case, the applicable Compensation shall be as under.

1. Compensation due to reduced offtake by the Procurer

- a) BESSD shall not be eligible for any compensation in case of Capacity Contract. However, Capacity Charge / Tariff as per Agreement shall be paid to BESSD for such cases also.

G. PAYMENT SECURITY MECHANISM

The Procurer shall provide adequate payment security measures, as specified below.

1. Scenario 1: Direct Procurement by End Procurer from BESSD

The Procurer shall provide payment security to the BESSD through:

- a. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing from the Project under consideration.

AND

- b. **Payment Security Fund**, which shall be suitable to support payment for at least 3 (three) months' billing of all the Projects tied up with such fund.
 - c. As a combination of the above two mechanisms, the Procurer shall provide a total payment security for a total of 4 (four) months' energy billing, out of which, LC should be provided for a minimum period of 1 month's energy billing.
 - d. In addition to payment security as per clauses (a) & (b) above, the Procurer may also choose to provide **State Government Guarantee**, in a legally enforceable form, ensuring that there is adequate security to the BESSD, both in terms of payment of energy charges and termination compensation if any. This will not be applicable in case the Procurer is a transmission utility or a system operator.
- ##### **2. Scenario 2: Intermediary-Procurer procures from the BESSD and sells to the End Procurer**

a. Payment Security by Intermediary Procurer to the BESSD:

The Intermediary Procurer shall provide payment security to the BESSD through:

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

AND

- ii. **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund. For the purpose of this Payment Security Fund, the Intermediary Procurer will collect a non-refundable amount of Rs. 5.0 Lacs/MWh (Rupees Five Laacs per MWh) from the BESSD(s) as one of the routes for strengthening the Payment Security Mechanism pool. Such charges shall be stipulated clearly in the RfS and shall go to the Payment Security Fund (along with accrued interest) set up by the Government of India for such Intermediary Procurer.

b. Payment Security by End Procurer to Intermediary Procurer:

The End Procurer shall provide payment security to the Intermediary Procurer through:

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

OR

- ii. **State Government Guarantee**, in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any [for the purpose of this clause, the Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government shall qualify as State Government Guarantee covering the security for payment of energy charges]. The Intermediary Procurer shall ensure that upon invoking this guarantee, it shall at once, pass on the same to the BESSD, to the extent the payments to the BESSD in terms of the BESPA are due. Provided that, in cases where the End Procurer is neither covered by Tri-Partite Agreement (TPA) nor is able to provide the State Government Guarantee, the following, shall be adopted:

In case a particular Procurer does not provide State Government Guarantee as part of the payment security, the LC amount will be enhanced to 2.1 times the average monthly billing.

- iii. In addition to payment security as per clauses (i) & (ii) above, the End Procurer may also choose to provide **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund.

It is hereby clarified that the State Government guarantee shall be invoked only after the Intermediary Procurer has been unable to recover its dues under the BESPA by means of the Letter of Credit and the Payment Security Fund, if any.

H. FORCE MAJEURE**1. Definition of Force Majeure**

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

- a) Act of God, including, but not limited to lightning, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, pandemic, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer; if a hydro power plant is a part of the package of the RE project to be set up the bidder, then in such case drought may be considered a relevant Force Majeure event for the hydro power plant component of the RE project.
- b) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.

- c) The discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land and/or as per prudent industry practices.
- d) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.
- e) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, or Industry-wide strikes and labour disturbances, having a nationwide impact in India.
- f) Nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the BESSD, as a result of which the BESSD or its shareholders are deprived (wholly or partly) of their rights or entitlements under the BESPA. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the BESSD or the BESSD related parties.

2. Force Majeure Exclusions

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

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

3. Notification of Force Majeure Event

- a) The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (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 an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. The Party who receives the Force Majeure Notification, shall take a decision on the claim of occurrence of Force Majeure Event, within 30 days of the receipt of the intimation, accompanied with supporting documents available with the Affected Party.
- b) Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under the BESPA. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.
- c) The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the

performance of its rights or obligations under the BESPA, as soon as practicable after becoming aware of each of these cessations.

4. Performance Excused

- a) The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the BESPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) days from the date of issuance of the FM Notice, or any extended period as mutually agreed. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event. However, in case of the FM continuing upto a period of 180 days or any extended period as mutually agreed, either Party has the right to terminate the BESPA.
- b) For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the BESSD shall be entitled for a day-to-day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the BESPA period, as the case may be. The Term of the BESPA and BESSA will be suitably extended as per the above extension.
- c) Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.
- d) Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

5. No Liability for Other Losses

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

6. Resumption of Performance

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

7. Termination Due to Force Majeure Event

- a) If, prior to the completion of the 180-day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180-day period or any extended period agreed in pursuance of Clause 4 above (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the BESPA, and the termination shall take effect from the date on which such decision is taken.
- b) Without prejudice to the provisions of Clause 7 (a) above, the Affected Party shall, after the expiry of the period of 180 days or any other mutually extended period, be entitled to forthwith terminate the BESPA in its sole discretion by issuing a notice to that effect.
- c) On termination of the BESPA pursuant to Clause 7(b):
 - i. In case of termination on account of an event listed as Force Majeure as per Clauses 1. (a), (b), (c) and (d) above, no Termination Compensation shall be payable to the BESSD.
 - ii. In case of termination at the instance of the BESSD, on account of an event listed as Force Majeure as per Clauses 1. (e) and (f) above, the Procurer will have the option to (but will not be obliged to) take-over the Project assets by paying the Debt Due. In case the Procurer chooses not to exercise the above option, and the same is not agreed to by the BESSD, it will result in a dispute as per the BESPA, and will be resolved as per the Dispute Resolution mechanism under the BESPA.
 - iii. The BESSD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

8. The provisions of Force Majeure contained herein above related to the BESPA affecting the BESSD or the Intermediary Procurer, as the case may be, shall be read mutatis mutandi as the provisions of Force Majeure under the BESSA and the Force Majeure affecting the End Procurer under the BESSA shall be read as Force Majeure affecting the Intermediary Procurer under the BESPA and similarly the Force Majeure affecting the BESSD under the BESPA shall be read as Force Majeure affecting the Intermediary Procurers under the BESSA.

I. EVENT OF DEFAULT AND THE CONSEQUENCES THEREOF

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

1. BESSD Event of Default and the consequences thereof

- a) In the event the BESSD fails to supply power in terms of the BESPA, or assigns or novates any of its rights or obligations contrary to the terms of the BESPA, or repudiates the BESPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the BESPA, or commits any other acts or omissions or commissions, as laid down in the BESPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the BESPA, the BESSD shall be construed to be in default.
- b) Upon being in default, the BESSD shall pay to the Procurer, damages, equivalent to energy payments corresponding to the declared minimum performance criteria as per the BESPA for 6 (six) months, or balance BESPA period whichever is less, for its contracted capacity. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.
- c) In addition to the levy of damages as aforesaid, in the event of a default by the BESSD, following sequence of events will be followed:
 - i. Project lenders will have the first right of substitution of the BESSD, within a specified time period.
 - ii. In case the lender is unable to substitute the BESSD within the above specified timeline, the Procurer will have the right (but will not be obliged) to takeover the Project assets, by paying to the BESSD, a compensation as mutually decided by the Procurer and the lender.
 - iii. In case the Procurer chooses not to exercise the above option, or the Procurer and the lender are unable to come to an agreement the lenders may liquidate the Project assets and recover their dues, as the last resort.

2. Procurer Event of Default and the consequences thereof

- a) If the Procurer is in default on account of reasons including inter-alia failure to pay the monthly and/or supplementary bills within the stipulated time period or repudiation of the BESPA, the defaulting Procurer shall, subject to the prior consent of the BESSD, novate its part of the BESPA/BESSA to any third party, including its Affiliates within the stipulated period. In this case, the Procurer shall pay amount equivalent to 3 (three) months of energy billing based on the declared availability, or balance BESPA period, whichever is less, for its contracted capacity, with the Project assets being retained by the BESSD, and exit from the BESPA/BESSA. In case of direct procurement by the Procurer from the BESSD, the above payment will be made by the Procurer to the BESSD. In case of procurement of power through an Intermediary Procurer, the above payment will be made by the End Procurer to the Intermediary Procurer.
- b) In the event the novation of the BESPA is not acceptable to the BESSD, or if no offer of novation of BESPA is made by the defaulting Procurer within the stipulated period, then the BESSD may terminate the BESPA and choose to either continue operating the project by itself finding an alternate procurer or to discontinue the operation of the project. If the BESSD chooses to continue operating the project, the Procurer will pay to the BESSD, 'termination compensation' equivalent to 6 (six) months of energy billing corresponding to the declared availability, or balance BESPA period whichever is less, for its contracted capacity.

- c) If the BESSD decides to discontinue the operation of the Project, it may require the defaulting Procurer to make a payment of the 'termination compensation' which will be equivalent to the amount of the Debt due and 110% (one hundred and ten per cent) of the Adjusted Equity, less Insurance Cover if any.
- d) In the scenario of procurement by more than one Procurer through an Intermediary Procurer under a single tender, the Intermediary Procurer may provide for suitable provisions to deal with default by one or more Procurers under their respective BESSAs.
- e) In the event of termination of BESPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Procurer.

Note: In all cases, the lenders may also step in where appropriate as provided in the financing documents. Further, in all cases, the defaulting Party will be required to pay the applicable compensation within 3 months from the due date of such payment, subsequent to which, the defaulting Party will be required to pay a monthly interest @1% of the compensation.

J. CHANGE IN LAW

1. In these Guidelines, the term 'Change in Law' shall refer to the occurrence of any of the following events, after the last date of the bid submission, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes (i) a change in interpretation of any law by a competent court; or (ii) the enactment of any new law; or (iii) a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or (iv) a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost. However, Change in Law/ Regulation shall not include (i) any change in taxes on corporate income or any change in any withholding tax on income or dividends, or (ii) change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission. The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India..
2. In the event a Change in Law results in any adverse financial loss/ gain to the BESSD/Procurer then, in order to ensure that the BESSD/Procurer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law / Regulation, the BESSD/ Procurer shall be entitled to compensation by the other party, as the case may be. Compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.
3. **Compensation payable on account of Change in Law:**
 - a. In case of Change in Law taking place prior to commissioning of the Project, the compensation will be passed through on in the form of increase/decrease in the tariff, linked with increase/decrease in the Project cost, which will be automatically paid through the monthly energy billing. The pass through in this case shall be effective from date of commissioning of the Project. The bidding documents shall contain the appropriate formula/provision to calculate the applicable increase/decrease in the tariff.
 - b. In case of Change in Law taking place subsequent to commissioning of the Project capacity, and changes in taxes/duties/cess etc. are defined as a percentage or the ratio of the tariff, the changes will be automatically passed on as appropriate increment/decrement in the tariff, and will be paid through monthly energy billing.
 - c. In the above two cases, the pass through according to the formula stipulated in the BESPA, will come into effect automatically after 60 days of submission of the all the necessary documents by the affected party to substantiate its claim for relief under such change in law event.
 - d. Truing up of the calculations on account of the above Change in Law events will be done by the Appropriate Commission. In the event of any decision by the Appropriate Commission which modifies or cancels any changes in the tariff, recovery/additional payment of the amount already paid until then, will be done suitably.

- e. In case of Change in Law during the operational period of the Project, and where such change is not applicable as an automatic modification in the tariff, suitable compensation will be provided as decided by the Appropriate Commission.
- f. In case a Change in Law results in delay in commissioning, where cause and effect between these two can be clearly established, the Procurer may provide suitable extension to financial closure and commissioning deadlines of the Project.

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

1. The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/ project company executing the BESPA shall not fall below 51% (fifty-one per cent) at any time prior to Commercial Operation Date (COD). In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ project company executing the BESPA, shall not fall below 51% at any time prior to COD. Further, in case the Project is executed by the successful bidder itself, it shall ensure that the controlling shareholding of the bidding company/consortium remains unchanged until the COD. The successful bidder shall provide the information about its shareholding to the Procurer before signing of the BESPA with Procurer.
2. Any change in the shareholding after the COD can be undertaken under intimation to Procurer.
3. In the event the BESSDis in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with the Procurers.

L. CONSTRUCTION & PERFORMANCE MONITORING

All grid-connected projects, covered under these Guidelines, must install necessary equipment to continuously record the Project's performance. The BESSD will be required to submit this data to Authorities / Agencies as specified in the RfS Document, online for the entire duration of BESPA. In this regard, they shall also mandatorily grant access to Procurer and MNRE or any other designated agency, to the remote monitoring portal of the power plants on a 24×7 basis. Geo-tagging of the Projects shall be mandatory.

M. ROLE OF STATE NODAL AGENCIES AND OTHER FACILITATORS

The State Nodal Agencies appointed by respective State Governments will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the projects within the scheduled timeline. This may include facilitation in the following areas:

- i. Co-ordination among various State and Central agencies for speedy implementation of projects.
- ii. Support during commissioning of projects.

SECTION V: MISCELLANEOUS PROVISIONS

A. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

In case there is any deviation from these Guidelines, the same shall be subject to prior approval by the Appropriate Government.

B. DISPUTE RESOLUTION MECHANISM

The Government of India can issue suitable orders providing for a dispute resolution mechanism at the Centre and request the State Government to consider such a mechanism at the State Level. These dispute Resolution Mechanisms will be additional forums beyond the provisions of the law and can be used by the relevant parties at their option.

C. APPLICABLE LAWS AND REGULATIONS

All activities / procurement being undertaken under these Guidelines will be subject to applicable laws and regulations of the Government, as amended from time to time.

Appendix-1**Notes regarding timelines indicated at Clauses 1.4 and 1.5 of Section III of these Guidelines**

- a) Lease/Right to use tenure should ideally be at least concurrent with Term of the BESPA. However, lesser lease period may be allowed depending on the applicable laws in the respective States. In such cases, failure by government entities to extend the land lease/ right to use should be included as a Force Majeure event that would require compensation to be paid by the Procurer to the BESSD, provided the above event results in the Project not being allowed to operate.
- b) Payment schedule for payment of land lease/rental charges by the BESSD, will be clearly specified in the RfS/BESPA documents and changes from the above schedules will not be considered as a deviation from these Guidelines that requires approval.
- c) In case of site identified by the Procurer, if a particular milestone is not within the operational domain of the Procurer, the Procurer will on best endeavour basis, support the facilitation in securing necessary approval from the concerned authorities within the above timelines.
- d) In case of Projects being set up in an RE Park, the timelines for fulfilment of obligations by the RE Park Developer as identified above may be required to be aligned with the timelines as provided in the respective RE Park Guidelines issued by the Government of India.
- e) In case of Projects being set up in an RE Park, the above timelines will form part of the Land Lease Agreement/Right to Use Agreement to be executed between the BESSD and Park Developer. There will be another Agreement executed between the two entities, called as "Implementation Support Agreement (ISA)", which will clearly specify, among other items, roles and responsibilities of each Party of the Agreement. The facilities to be provided by the Park developer in line with the applicable RE Park Guidelines will be clearly identified in the above Agreement, and milestones of essential and non-essential infrastructure activities to be undertaken, along with additional payment terms, if any, to be indicated without any ambiguity.
- f) In both the above scenarios, delay in fulfilment of any milestone under the obligation of the Procurer/Park Developer, will result in suitable extension of BESPA signing, FC and SCD deadlines. The same will be suitably brought out in the RfS, BESPA, ISA and Land Lease Agreements.
- g) In case of delay in payment by the BESSD towards its obligations, the respective Agreements will stipulate the applicable liquidated damages to be levied on the BESSD.
- h) In case of delay in signing of any Agreement and/or delay in making payments due to the reasons solely attributable to the BESSD, there will not be any extension in the Project milestones.

Appendix-2**Technical Parameters of BESS, BESS Characterization and Performance Parameters****A. Codes and Standards**

The BESS shall comply with the following Codes and Standards or equivalent Indian Standards, as applicable.

Standard	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd / NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC	Batteries for Use in Stationary, Vehicle	Either UL 1642 or

62619 (battery) + IEC 63056 (battery))	Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	UL1973 or (IEC 62619 + IEC 63056) for the Battery level
IEC 62281 / UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries	Required for both Battery and Cell.
IEC 61850/ DNP3	Communications networks and management systems. (BESS control system communication)	
UL 9540 or (IEC TS 62933-5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems - General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level
Power Conditioning Unit Standards for BESS		
IEC 62909-1	Bi-directional grid connected power converters - Part 1: General requirements	
IEC 62909-2 (if applicable)	Bi-directional grid-connected power converters - Part 2: Interface of GCPC and distributed energy resources	
IEC 61683 Ed.1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency	
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments	
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments	
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures	
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold	
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat	
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature	
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)	

B. General Specifications

- 1. Identification and Traceability:** Cells/Racks/Packs Assembly shall meet seismic requirement for the plant location of the BESS. Labelling of cells/batteries shall include manufacturer's name, cell type, name-plate rating, date of manufacture and date of expiry of parts and labour warranty.
- 2. Other Sub-systems/Components:** Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.
- 3. Fire Protection:** The BESSD shall design and install a fire protection system that conforms to national and local codes. The fire protection system design and associated alarms shall take into account that the BESS will be unattended at most times. For high energy density technologies, the BESSD shall also obtain thermal runaway characterization of the battery storage systems.
- 4. Authorized Test Centres:** Batteries/ Power Conditioning Units deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards

by one of the ILAC member signatory accredited laboratories. In case of module types/ BESS/equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

5. **Warranty:** BESSD shall procure performance guarantees to ensure minimum performance levels for predefined application(s) as per the terms of the RfS. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application.

C. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- a. The BESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be required to submit this data to the concerned authorities/organizations on line and/or through a report on regular basis every month for the entire duration of contract.
- b. The SPDs shall provide access to the concerned authorities/organisations or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- c. All data shall be made available as mentioned above for the entire duration of the Contract.
- d. The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to the concerned authorities/organisations. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, parameters to facilitate daily, monthly and annual report for performance monitoring.
- e. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

D. Safe Disposal of unit Batteries from the BESS

The Developer will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. The BESSD shall ensure that all Unit Battery modules from the plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2016" notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.

GHANSHYAM PRASAD, Jt. Secy.

Annexure-J



131

GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Vidyut Bhavan, Race Course, Vadodara, India – 390007. Ph. 91-265-6612332
e-mail: cepnp.gsecl@gebmail.com Website: www.gsecl.in
CIN: U40100GJ1993SGC019988

Ref. No. GSECL/RE/SPV+BESS-KLTPS/PPA/742

Date. 03.08.2024

(By email)

To,

The Chief Finance Manager (Power Trading)

Gujarat Urja Vikas Nigam Limited,

Sardar Patel Bhavan,

Race Course,

Vadodara 390 007.

Sub: PPA on 35 MW Grid connected Solar PV project with 57 MWh BESS at KLTPS of
GSECL– reg. confirmation of Draft PPA & signing of PPA thereof.

Ref:

- 1) GUVNL E-mail dtd.26.02.2024,04.03.2024,29.05.2024,31.05.2024
- 2) GSECL E-mail dtd.06.04.2024,23.04.2024,25.06.2024
- 3) GSECL letter No.GSECL/RE/SPV+BESS-KLTPS/PPA/644 dtd.05.07.2024
- 4) GUVNL E-mail dtd.23.07.2024
- 5) Discussion held between GUVNL & GSECL on 02.08.2024

Dear Sir,

With reference to above correspondences, kindly inform that the Draft PPA is found in order.
Kindly requested to further proceed for finalization and signing of the PPA.

Kindly requested for your early confirmation in the matter.

For Gujarat State Electricity Corporation Ltd

**P R
Chaudhari**

Digitally signed by P R Chaudhari
DN: cn=P R Chaudhari, o=Gujarat State
Electricity Corporation Limited,
ou=Pn/RE,
email=acere.gsecl@gebmail.com, c=IN
Date: 2024.08.03 17:31:47 +05'30'

**I/c Chief Engineer (RE)
GSECL, CO., Vadodara.**

Cfwes To:

- 1) ED (G), GSECL
- 2) GM (F&A), GSECL.... requested for further needful joint action please.

“POWERING GUJARAT”

Annexure- K

F. No. 09/13/2021-RCM
Ministry of Power
Government of India

Shram Shakti Bhawan, New Delhi
Dated 22 July, 2022

ORDER

Subject: Renewable Purchase Obligation (RPO) and Energy Storage Obligation Trajectory till 2029-30 - regarding.

In exercise of the powers conferred under section 3(3) of Electricity Act, 2003, the Central Government had notified the revised Tariff Policy, which was published in Gazette of India, Extraordinary, Part-I, Section-1 dated 28.01.2016.

2. Para 6.4(1) of the Tariff Policy 2016 provides as follows:

"Pursuant to provisions of section 86(1)(e) of the Act, the Appropriate Commission shall fix a minimum percentage of the total consumption of electricity in the area of a distribution licensee for purchase of energy from renewable energy sources, taking into account availability of such resources and its impact on retail tariffs. Cost of purchase of renewable energy shall be taken into account while determining tariff by SERCs. Long term growth trajectory of Renewable Purchase Obligations (RPOs) will be prescribed by the Ministry of Power in consultation with MNRE.

Provided that cogeneration from sources other than renewable sources shall not be excluded from the applicability of RPOs."

3. Energy from Hydro Power Projects is Renewable Energy (RE) as has been recognized world over. On 8th March 2019, the Government of India had also recognized Large Hydro Power Projects (LHPs) including Pumped Storage Projects (PSPs), having capacity of more than 25 MW, as part of RE. It was further specified that energy from all LHPs, commissioned after 8th March 2019, will be considered as part of Renewable Purchase Obligation (RPO) through a separate obligation, i.e. Hydro power Purchase Obligation (HPO).

4. Accordingly, the Ministry of Power (MoP), after detailed consultation with Ministry of New and Renewable Energy (MNRE), notified the HPO trajectory for the period from 2021-22 to 2029-30 vide order dated 29th January, 2021 and subsequent clarification dated 1st April, 2021. The revised trajectory of RPOs for Solar and Other Non-Solar power was also notified for the period from 2019-20 to 2021-22. The aforesaid order also mentioned that the RPO trajectory beyond 2021-22 will be specified later.

5. To recommend RPO trajectory beyond 2021-22, a Joint-Committee under the Chairmanship of Secretary, Ministry of Power and Secretary, Ministry of New and Renewable Energy, was constituted on 17th December, 2020. Based on the recommendations of the Joint Committee and further discussions with MNRE, MoP hereby specifies the following RPO Trajectory beyond 2021-22:

Year	Wind RPO	HPO	Other RPO	Total RPO
2022-23	0.81%	0.35%	23.44%	24.61%
2023-24	1.60%	0.66%	24.81%	27.08%
2024-25	2.46%	1.08%	26.37%	29.91%
2025-26	3.36%	1.48%	28.17%	33.01%
2026-27	4.29%	1.80%	29.86%	35.95%
2027-28	5.23%	2.15%	31.43%	38.81%
2028-29	6.16%	2.51%	32.69%	41.36%
2029-30	6.94%	2.82%	33.57%	43.33%

(a) **Wind RPO** shall be met only by energy produced from Wind Power Projects (WPPs), commissioned after 31st March 2022.

(b) **HPO** shall be met only by energy produced from LHPs (including PSPs), commissioned after 8th March 2019.

(c) **Other RPO** may be met by energy produced from any RE power project not mentioned in (a) and (b) above.

6. From F.Y. 2022-23 onwards, the energy from all Hydro Power Projects (HPPs) will be considered as part of RPO. The HPO trajectory, as has been notified earlier will continue to prevail for LHPs commissioned after 8th March 2019. All other HPPs will be considered as part of 'RPO' under category of 'other RPO'.

7. RPO shall be calculated in energy terms as a percentage of total consumption of electricity.

8. HPO obligations may be met from the power procured from eligible LHPs (including PSPs) commissioned on and after 8th March, 2019 to 31st March, 2030.

9. HPO obligation of the State/Discom may be met out of the free power being provided to the State from LHPs (including PSPs), commissioned after 8th March, 2019 as per agreement at that point of time excluding the contribution towards LADF, if consumed within the State/Discom. Free power (not that contributed for Local Area Development) shall be eligible for HPO benefit.

10. In case, the free power mentioned above is insufficient to meet the HPO obligations, then the State would have to buy the additional hydro power to meet its HPO obligations or may have to buy the corresponding amount of Renewable Energy Certificate corresponding to Hydro Power.

11. The Renewable Energy Certificate mechanism corresponding to Hydro Power to be developed by CERC to facilitate compliance of HPO Obligation would have a capping price of Rs.5.50/Unit of electrical energy w.e.f. 8th March, 2019 to 31st March, 2021 and with an annual escalation @ 5% thereafter for the purposes of ensuring HPO compliance.

12. The above HPO trajectory shall be trued up on an annual basis depending on the revised commissioning schedule of Hydro projects. The HPO trajectory for the period between 2030-31 and 2039-40 shall be notified subsequently.

13. Hydro power imported from outside India shall not be considered for meeting HPO.

14. Any shortfall remaining in achievement of 'Other RPO' category in a particular year can be met with either the excess energy consumed from WPPs, commissioned after 31st March 2022 beyond 'Wind RPO' for that year or with excess energy consumed from eligible LHPs (including PSPs), commissioned after 8th March 2019 beyond 'HPO' for that year or partly from both. Further, any shortfall in achievement of 'Wind RPO' in a particular year can be met with excess energy consumed from Hydro Power Plants, which is in excess of 'HPO' for that year and vice versa.

15. The following percentage of total energy consumed shall be solar/wind energy along with/ through storage.

F.Y.	Storage (on Energy basis)
2023-24	1.0 %
2024-25	1.5 %
2025-26	2.0 %
2026-27	2.5 %
2027-28	3.0 %
2028-29	3.5 %
2029-30	4.0 %

16. The Energy Storage Obligation in para 15 above shall be calculated in energy terms as a percentage of total consumption of electricity and shall be treated as fulfilled only when at least 85% of the total energy stored in the Energy Storage System (ESS), on an annual basis, is procured from renewable energy sources.

17. The Energy Storage Obligation to the extent of energy stored from RE sources shall be considered as a part of fulfilment of the total RPO as mentioned in para 5 above.

18. The Energy Storage Obligation shall be reviewed periodically considering the commissioning/ operation of PSP capacity, to accommodate any new promising commercially viable Energy Storage technologies and also reduction in cost of Battery Energy Storage Systems (BESS).

19. POSOCO will maintain a data related to compliance of RPO Obligations.

20. Further, the State Commissions may consider notifying RPO trajectory including HPO and Energy Storage Obligation trajectory for their respective States, over and above the RPO, HPO and Energy Storage Obligation trajectory given in para 5. Moreover, the Central Commission shall consider devising a suitable mechanism similar to Renewable Energy Certificate (REC) mechanism to facilitate fulfilment of HPO.

21. This issues with the approval of Hon'ble Minister of Power and New & Renewable Energy.



(Piyush Singh)

Joint Secretary to the Government of India

Tele No: 011-23714367

To

1. ACS/Principal Secretary/Secretary (Power/Energy), State Governments/UTs.
2. Secretary (CERC/FOR), New Delhi
3. Secretary, State Electricity Regulatory Commissions/Joint Electricity Regulatory Commissions

Copy to:

1. Secretary, MNRE, New Delhi
2. Chairperson, CEA, New Delhi

Copy also for information to:

1. PS to Hon'ble Minister for Power and NRE
2. Additional PS to Hon'ble Minister of State for Power
3. Sr. PPS to Secretary(P)/PPS to AS&FA, MoP/ PPS to AS(AT), MoP
4. PPS to All Joint Secretaries/ EA/ CE, MoP



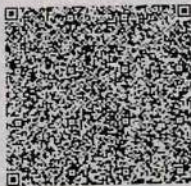
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सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No.	: IN-GJ32313564783868W
Certificate Issued Date	: 22-Jul-2024 12:43 PM
Account Reference	: IMPACC (AC)/ gj13058711/ BARODA/ GJ-BA
Unique Doc. Reference	: SUBIN-GJGJ1305871182346838987746W
Purchased by	: RATHWA KETAN KUMAR
Description of Document	: Article 5(h) Agreement (not otherwise provided for)
Description	: POWER PURCHASE AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GUJARAT STATE ELECTRICITY CORPORATION LIMITED
Second Party	: GUJARAT URJA VIKAS NIGAM LIMITED
Stamp Duty Paid By	: GUJARAT STATE ELECTRICITY CORPORATION LIMITED
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



HIF 0012732349

GUJARAT URJA VIKAS NIGAM LTD.**Power Purchase Agreement (PPA)**

**FOR PURCHASE OF POWER FROM 35 MW GRID CONNECTED SOLAR
PV PROJECT WITH 57 MWh BATTERY ENERGY STORAGE SYSTEM
(BESS) LOCATED AT KLTPS**

ISSUED BY

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan, Race Course Vadodara-390007

Tel No. 0265-2340289, 0265-2310582 / 83 /84 / 85/ 86

Website: www.guvnl.com



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This Power Purchase Agreement is made and entered into at Vadodara on this 12th day of Aug-2024

Between

Gujarat State Electricity Corporation Limited, a Company incorporated under the Companies Act, 1956 or Companies Act 2013, having its CIN No. U40100GJ1993SGC019988 and registered office at Vidyut Bhavan, Race Course Vadodara-390 007. (hereinafter referred to as "Power Producer", as the case may be which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **First Part**;

And

Gujarat Urja Vikas Nigam Limited, a company incorporated under the Companies Act 1956 (1 of 1956) having its registered office at Sardar Patel Vidyut Bhavan, Race Course Vadodara – 390 007, (hereinafter referred to individually, as "GUVNL" or "Power Procurer", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as a Party of the **Second Part**;

The Power Producer and GUVNL are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS the Ministry of Power vide Resolution no. 23/16/2020-R&R Part (1) dated 10.03.2022, has notified "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services", including subsequent amendments and clarifications.

AND, WHEREAS the Ministry of Power vide Resolution no. 27/01/2023-RCM dated 28.07.2023 has notified "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects", including subsequent amendments and clarifications.

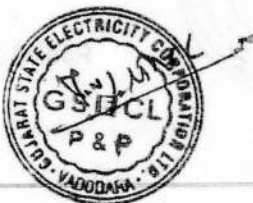
AND, WHEREAS the Power Producer has taken responsibility to set up requisite power injection system into Gujarat Energy Transmission Corporation Ltd (GETCO) Grid.

AND, WHEREAS the GUVNL agrees to purchase such power with DISCOM wise share to be decided from time to time for fulfillment of their RPO/ESO.

AND, WHEREAS, this Power Purchase Agreement shall be subject to the determination of tariff by GERC and in terms of the Guidelines of Central Government issued and amended from time to time, Power Producer shall approach GERC for determination of tariffs under Section 62 of the Act.

AND, WHEREAS, the parties hereby agree to execute this Power Purchase Agreement setting out the terms & conditions for sale of power by Power Producer to GUVNL, subject to approval of PPA from GERC.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, GUVNL AND THE



POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS:



ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

For purposes of this Agreement, unless the context otherwise admits, the following words and expressions shall have the respective meanings set forth below:

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

"Adjusted Equity" shall have the meaning as defined and dealt in Article 10.6 of this Agreement.

"Agreement or "Power Purchase Agreement" of "PPA":

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

"Appropriate Commission" unless otherwise stated, Appropriate Commission shall mean Gujarat Electricity Regulatory Commission;

"Approvals" means the permits, clearances, licenses and consents as are listed in Schedule 2 hereto and any other statutory approvals.

"Base rate of Late Payment Surcharge" means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify. Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

"Billing Period" means (subject to Article 6 of the Agreement) the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commencement of Supply Date and end with the Metering Date corresponding to the month in which the Commencement of Supply Date occurs.

"Billing Date" shall be the first Business Day after the Metering Date of each Billing Period.

"Business Day" shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Vadodara.

"Change in Law" shall have the meaning ascribed thereto in Article 12 of this Agreement.

"CERC" means Central Electricity Regulatory Commission constituted under sub-section (1) of Section 76 of the Electricity Act, 2003, or its successors



"Commissioning" with respect to the project or part thereof as certified by GEDA shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid in line with the Commissioning procedure defined in the RFS.

"Competent Court" means the Supreme Court of India or any High Court, or any tribunal or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the Project.

"Consents, Clearances and Permits" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;

"Contracted Capacity" shall mean 35 MW Solar PV (AC capacity) with co-located 57 MWh Battery Energy Storage System at KLTPS contracted with GUVNL for supply by the Power Producer to GUVNL at the Delivery Point from the Solar + Battery Energy Storage Project. It is to clarify that in any 15 minute time block during the entire term of the PPA, the injected power shall not exceed the Contracted AC Capacity plus 5% as well as the inverter capacity shall not exceed Contracted AC Capacity plus 5%.

"Capacity Utilization Factor" or "CUF" shall mean the % capacity utilization factor of the project mentioned in Schedule 4 of the PPA and shall be allowed to be modified until 1 year after Schedule Commencement of Supply Date (SCSD) of the project / part thereof and thereafter it shall remain unchanged for the balance term of the PPA. The change in CUF will take effect from the financial year in which the producer has modified the CUF and will remain in place for the remaining term of the PPA.

However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity of Solar plant;

- (i) For the first contract year starting from the SCSD and ending on 31st March of respective year, the CUF shall be calculated as under: if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%$, where "Z" = No. of days from SCSD to 31st March of respective year * 24.
- (ii) In any Contract Year except for first and last contract year, the CUF shall be calculated as under: if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%$.
- (iii) For the last contract year, the CUF shall be calculated as under: if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%$, where "Z" = No. of days from 1st April of respective year up to end date of PPA * 24.



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

- (a) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- (b) 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;

"Day" shall mean a day, if not a Business Day, the immediately succeeding Business Day.

"Debt Due" shall be as defined at Article 10.6

"Delivery Point / Interconnection Point" shall be the point or points of connection at which Electricity is delivered into the Grid System of the GETCO as specified under Schedule 4. All expenses including transmission & wheeling charges and losses between the Project and the Delivery Point including on account of any change in law event shall be paid by the Power Producer without any reimbursement by GUVNL. All expenses including wheeling charges and losses in relation to the transmission and distribution after the Delivery Point shall be borne by GUVNL.

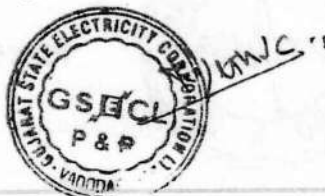
"DELIVERED ENERGY" shall mean energy actually fed and measured by the energy meters at the Delivery Point as certified by Gujarat SLDC in State Energy Account as per provisions of PPA.

In case of net import of energy during a month, the Power Producer shall be required to make payment to GUVNL at the rate of HT (HTP-I) Tariff as determined by GERC from time to time. In case of net export of energy during a month, the Power Producer shall be eligible for the receiving agreed tariff from GUVNL for such net delivered energy. Following points shall also form part of this definition.

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

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

"Due Date of Payment" in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of GUVNL.



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

"Effective Date" shall mean the date of signing of this Power Purchase Agreement

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

"Energy Accounts" shall mean the state energy accounts (SEA) as specified in the Grid Code issued by SLDC for each Month (as per their prescribed methodology), including the revisions and amendments thereof.

"ENERGY STORAGE SYSTEMS" or "ESS" shall mean the system(s) installed in addition to the solar PV capacity as part of the Project, that can capture energy produced at one time for use at a later time;

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

"Event of Default" shall mean the events as defined in Article 13 of this Agreement;

"Expiry Date" shall mean the date occurring after the term of twelve (12) years for battery energy storage & the term of twenty five (25) years for solar project.

"Financial Closure" shall mean arrangement of necessary funds by the Power Producer either by way of commitment of funds by the Company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance. At this stage, Power Producer shall ensure submission of documents / certificates ensuring the tie up of project cost through internal resources and / or through external Financing Agency.

"Financing Documents" mean the agreements and documents entered/to be entered into between the Power Producer and the Financing Parties relating to the financing of the Project.

"Financing Parties" shall mean the parties financing the Project, pursuant to the Financing Documents.

"Force Majeure Event" shall have the meaning set forth in Article 8.

"GEDA" shall mean the Gujarat Energy Development Agency, the Nodal Agency constituted by the Government of Gujarat for energy development of Renewable Energy in the State;

"GERC" means the Gujarat Electricity Regulatory Commission.



"**Gol**" shall mean the Government of the Republic of India and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

"**GoG**" shall mean the Government of the State of Gujarat and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

"**Government Instrumentality**" shall mean the Gol, the GoG and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.

"**Grid System**" shall mean CTU / STU / Discom's power transmission system / distribution system through which the electrical output from the project is evacuated and distributed.

"**Grid Code**" / "**IEGC**" or "**State Grid Code**" shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;

"**Interconnection Facilities**" in respect of the Power Producer shall mean all the facilities installed by the Power Producer to enable GUVNL to receive the electrical output from the project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to GETCO's nearest sub-station.

"**Installed Capacity**" shall mean the rated capacity of the Project at the generating terminal(s) i.e. 35 MW of solar PV capacity with co-located 57 MWh Battery energy storage project, *provided that necessary evacuation consent shall have to be arranged from GETCO.*

"**KV**" shall mean Kilovolts.

"**kWh**" shall mean Kilowatt-hour.

"**Law**" shall mean any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any Governmental Instrumentality.

"**Late Payment Surcharge**" shall have the meaning ascribed thereto in Article 9.3 of this Agreement;

"**Letter of Credit**" or "**L/C**" shall have the meaning ascribed thereto in Article 9.5 of this Agreement;

"**Metering Date**" for a Billing Period, means the midnight of the last Day of the calendar month.

"**Metering Point**" shall mean the point at which energy shall be measured for supply to GUVNL and shall be the interconnecting bus bar of the GETCO substation.

"**Month**" shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;



"MW" means Megawatts.

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

"O & M Default" shall mean any default on the part of the Power Producer for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times.

PLANT" or "PROJECT" shall mean the solar PV with co-located battery energy storage project setup by the Power Producer at Kutch Lignite Thermal Power Station, Kutch, Gujarat. The Project will include auxiliaries and associated facilities, bay(s) for transmission system in the Project switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, to be developed and constructed for the purpose of supply of power to GUVNL.

"PROJECT DEVELOPER" OR "DEVELOPER" OR "POWER PRODUCER" shall also mean the Company setting up of project and signing of PPA with GUVNL;

"Project Site" means any and all parcels of real property, rights of way, easements and access roads located at the location details specified as per Schedule 4, upon which the Project and its related infrastructure will be located as described in Schedule 1 hereto.

"Project Capacity" shall mean the maximum AC capacity of the Project at the point(s) of injection on which the Power Purchase Agreement has been signed.

"Prudent Utility Practices" shall mean those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.

"RE Project" shall mean Solar PV Project & Battery Energy Storage System Project"

"Rebate" shall have the same meaning as ascribed thereto in Article 6.4 of this Agreement;

"SBI 1 Year MCLR Rate" means 1 year Marginal Cost of Funds Based Lending Rate (MCLR) fixed by State Bank of India (SBI) / any replacement thereof by SBI for the time being in effect applicable for 1 year period, as on 1st April of the respective financial year in accordance with regulations and guidelines of Reserve Bank of India. In absence of such rate, any other arrangement that substitutes such rate as mutually agreed to by the Parties.



“**Scheduled Commencement of Supply Date (SCSD)**” shall mean **21st April 2024**, the actual date certified by GEDA upon successful commissioning of the full capacity of the Project .

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

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

“**SLDC Charges**” shall mean the charges levied by the SLDC of the state wherein the RE Project is located;

“**SOLAR HOURS**” shall mean 07:00 hours to 18:00 hours during a day;

“**SOLAR PV PROJECT**” shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology;

“**STU or State Transmission Utility**” shall mean the Gujarat Energy Transmission Company Limited (GETCO).

“**Tariff**” shall have the meaning set forth in Article 5.

“**Tariff Invoices**” shall have the meaning set forth in Article 6.

“**Term of the PPA**” shall have the meaning set forth in Article 10.1.

“**Termination Notice**” shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 10 of this Agreement;

“**Technical Limits**” means the limits and constraints described in Schedule 1, relating to the operations, maintenance and dispatch of the Project.

“**Term**” means the term of the Agreement as defined in Article 3.

“**Voltage of Delivery**” means the voltage at which the Electricity generated by the Project is required to be delivered to GUVNL which shall be 66 kV or above.



1.2 Interpretation:

- a) This PPA shall be subject to approval/ adoption of tariff by GERC.
- b) Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- c) In this Agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa; (ii) the words "include" and "including" are to be construed without limitation and (iii) a reference to any Party includes that Party's successors and permitted assigns.
- d) "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;
- e) An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;
- f) A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);
- g) "Rupee", "Rupees", "Rs" or new rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;
- h) A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- i) A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- j) All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days;
- k) The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement;
- l) The terms "including" or "including without limitation" shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;



ARTICLE 2: Licenses, Permits

The Power Producer, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licenses and approvals required from time to time by all regulatory / statutory competent authority (ies) in order to enable it to perform its obligations under the Agreement. GUVNL may render on best endeavor basis reasonable assistance to the Power Producer to enable the latter to obtain such clearances without any legal obligation on part of GUVNL.

Provided, however, non-rendering or partial rendering of assistance shall not in any way absolve the Power Producer of its obligations to obtain such clearances. Nor shall it mean to confer any right or indicate any intention to waive the need to obtain such clearances.



ARTICLE 3: Obligations

3.1 Obligations of the Power Producer:

- i. The Power Producer shall obtain all statutory approvals, clearances and permits necessary for the Project at his cost in addition to the Approvals as listed in Schedule 2.
- ii. The Power Producer shall obtain Financial Closure within Twelve (12) months from date of execution of PPA.

The Power Producer will have to submit the required documents (as listed out in Schedule 3) to GUVNL at least 14 days prior to the scheduled deadline for attainment of Financial Closure. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the Power Producer, on advance payment of extension charges of Rs. 1,000/- per day per MW.

In case of any delay in depositing this extension charge, the Power Producer has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1Year).

This extension will not have any impact on the SCSD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCSD on pro-rata basis, based on the Project Capacity commissioned on SCSD. However, in case of any delay in commissioning of the project beyond the SCSD, the amount as deposited above by the Power Producer shall not be refunded by GUVNL.

- iii. The Power Producer shall construct, operate and maintain the Project during the term of PPA at his cost and risk including the required Interconnection Facilities and in close co-ordination with GETCO feasibility.
- iv. The Power Producer shall sell all available capacity from identified Project to the extent of contracted capacity on first priority basis to GUVNL and not to sell to any third party.
 - a. **Criteria for Generation:** The Power Producer shall declare the annual CUF in Schedule 4 at the time of signing of PPA and will be allowed to revise the same once within first one years of SCSD of the full project capacity. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of the next year. The declared annual CUF shall in no case be less than 23.72 % (Twenty Three point Seventy Two). The Power Producer shall maintain generation so as to achieve annual CUF within + 10% and -15% of



the contracted CUF till the end of 10 years from SCSD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the contracted annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL to the extent of non-availability of grid for evacuation which is beyond the control of the Power Producer.

The CUF shall be calculated on the Contracted Capacity as per under:

- (i) For the first contract year starting from the SCSD and ending on 31st March of respective year, the CUF shall be calculated as under: if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%$, where "Z" = No. of days from SCSD to 31st March of respective year * 24.
 - (ii) In any Contract Year except for first and last contract year, the CUF shall be calculated as under: if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) * 100\%$.
 - (iii) For the last contract year, the CUF shall be calculated as under: if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%$, where "Z" = No. of days from 1st April of respective year up to end date of PPA * 24.
- v. In addition to above, Power Producer must maintain supply of 17.52 MUs on annual basis from the Battery Energy storage system co-located with the solar PV project, at KLTPS.
 - vi. Power Producer shall inject 70% of energy directly to the grid and 30% of solar PV energy is to be stored in the battery energy storage system during the first 12 years of the agreement. Power Producer shall give priority for charging of Battery energy storage system based on available generation from the solar PV project to meet the required supply on daily basis, as per SLDC/ GUVNL schedule. From 13th year onwards, the entire generation from the Solar PV shall be injected directly into the grid.
 - vii. The power producer is obligated to charge the full capacity of BESS during solar hours. SLDC in consultation with GUVNL shall provide the discharge schedule for the BESS during non-solar hours. Further, it is clarified that the schedule for discharge can be in any time-blocks between solar hours of two subsequent days. The Power Producer obligated to discharge accordingly.
 - viii. The day-ahead schedule provided by SLDC in coordination with GUVNL shall be required to be confirmed by power producer, subject to discharge of energy corresponding to 4-hr Non-Solar Generation of Power supply from co-located BESS, in a day.



- ix. **Shortfall in Generation:** In case the project generates and supplies energy less than the energy corresponding to the minimum CUF & guaranteed energy from battery energy storage on an annual basis, the Power Producer will be liable to pay to GUVNL penalty for the shortfall in availability below such contracted CUF level & assured energy from battery storage on an annual basis, at 100% of the PPA Tariff. This will, however, be relaxable by GUVNL to the extent of grid non-availability for evacuation (beyond the Delivery Point) which is beyond the control of the Power Producer.

However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with GUVNL, affecting supply of power by the Power Producer.

For example,

- i. For the Contract year starting from the SCSD and ending on 31st March of respective year, penalty on reduced CUF shall be calculated as under:

If 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * Z)) * 100\%$,

where "Z" = No. of days from SCSD to 31st March of respective year * 24. If it is lesser than declared capacity then applied penalty on reduced CUF = $[(\text{Actual CUF} * Y * Z) - (\text{Declared CUF} * Y * Z)] * \text{PPA tariff}$.

- ii. For the Contract annually basis starting from the SCSD and ending on 31st March of respective year, penalty on reduced assured energy shall be calculated as under:

If 'X' MWh of energy has been metered out at Battery Energy Storage Point, Assured Energy from Battery Energy storage system = 17.52 MUs annually.

If energy from BESS is lesser than declared assured energy then applied penalty on reduced energy = $[17.52 \text{ MUs annually energy from BESS} - \text{Energy measured at BESS point}] * \text{PPA tariff}$

Excess Generation: In case the generation is over and above declared annual CUF and annual assured generation from BESS, the Power Producer will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. GUVNL shall inform the power producer for procurement of excess power within 15 days of receiving a written intimation from the power producer for such excess generation. If in case GUVNL fails to reply to the power producer within the above stipulated time period then the generator shall be free to sell it to any other entity.

In case GUVNL purchases the excess generation than 23.72 CUF from the Solar PV and BESS project, the same may be done at 50 % (Fifty per cent) of the PPA tariff.



In case at any point of time, the peak of capacity reached is higher than the rated capacity and causes disturbance in the system at the point where power is injected, the power producer will have to forego the excess generation and reduce the output to the rated capacity to ensure compliance with grid requirement.

- x. The Power Producer shall seek approval of GETCO, as the case may be, in respect of Interconnection Facilities.
- xi. The Power Producer shall undertake at its own cost construction/ upgradation of (a) the Interconnection Facilities, (b) the Transmission Lines and as per the specifications and requirements of GETCO, as notified to the Power Producer at schedule 1(5).
- xii. The Power Producer shall undertake at its own cost maintenance of the Interconnection Facilities, excluding the transmission line beyond the GETCO's Station as per the specifications and requirements of GETCO All, as notified to the Power Producer, in accordance with Prudent Utility Practices.
- xiii. The Power Producer shall operate and maintain the Project in accordance with Prudent Utility Practices.
- xiv. The Power Producer shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it. All expenses including wheeling /transmission charges losses, UI/DSM charges applicable as per GERC regulations, up to delivery point shall be the Power Producer without any reimbursement by GUVNL.
- xv. For evacuation facility and maintenance of the transmission, the Power Producer shall enter into separate agreement with GETCO, if applicable.
- xvi. To procure start up power required for the plant from respective Discom.
- xvii. Discard of Battery Energy Storage System is the responsibility of Power Producer. The Power Producer will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. The BESSD shall ensure that all Unit Battery modules from the plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2016" notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.
- xviii. Fulfilling all other obligations undertaken by him under this Agreement.



3.2 Obligations of GUVNL:

- (i) GUVNL shall grant Must Run Status to the Project subject however to the considerations as stated under clauses 3.4 of the PPA.
- (ii) The Power Producer will be free to re-power their Plant(s) from time to time during the PPA duration, with intimation to GUVNL. However, GUVNL will be obliged to buy power only within the range of CUF (including energy from BESS) specified in the PPA.

3.3 Liquidated Damages for delay in commissioning the project beyond scheduled Commencement of Supply Date

The Project shall be commissioned within Scheduled Commencement of Supply Date. The Power Producer shall have to submit Commissioning Certificate as verified, inspected and certified by GEDA or Representatives / Agency authorized by GUVNL.

3.4 Generation Compensation in offtake constraints due to grid unavailability beyond delivery point

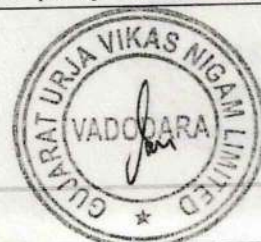
Where the Power Procurer does not schedule power on account of unavailability of the Transmission Infrastructure or any other eventuality, the penalty will be in accordance with the Electricity (Promotion of Generation of Electricity from Must-Run Power Plant) Rules, 2021, as amended from time to time.

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

a) Generation Compensation in off-take constraints due to Grid Unavailability:

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

Duration of Grid Unavailability beyond Delivery Point	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a Contract Year (as defined in the PPA)	<p><i>Generation Compensation =</i></p> <p><i>((Applicable Tariff x RE power (MW) offered but not scheduled by GUVNL) X 1000 X No. of hours of grid unavailability)</i></p> <p>However, in case of third-party sale or sale in the power</p>



	exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.
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Compensation (if any) calculated as per above provision, will be paid to the Power Producer on an annual basis.

(b) Payment in case of reduced offtake:

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

Reduced Offtake	Provision for Generation Compensation
Reduced Offtake beyond 175 hours in a year, as defined in the PPA	<p>Generation Compensation =</p> <p><i>((Applicable Tariff x RE power (MW) offered but not scheduled by GUVNL) X 1000 X No. of hours of Reduced Off-take</i></p> <p>However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.</p>

- (c) For claiming compensation under 3.4 (a) & (b), the Power Producer must sell its power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the demand profile in the respective time-block and the quantum of power scheduled by the Buying Entity.**



(d) The Power Producer shall be eligible for payment from the GUVNL, corresponding to the reduced offtake of power as per above mentioned methodology. The Payment is to be done as part of the energy bill for the successive month after receipt of Energy Accounts SLDC. It is hereby clarified that for the purpose of Article 3.4, "generation" shall mean scheduled energy based on Energy Accounts. The Power Producer shall not be eligible for any compensation in case the Back down is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.

(e) The Power Producer shall ensure compliance with all laws (including the provisions of the Electricity Act, 2003), rules, regulations, policies (including the State RE Policy), by-laws and/or guidelines as framed by the Central Government, State Government, local authority and/or authorized person or entity and as amended/modified from time to time in establishment, construction and operating the Solar Power Plant and in the generation, marketing, selling and/or supply of electricity or any other activity associated with the Solar Power Plant. Power Producer shall also comply with Cyber security guidelines as may be issued by any Government or Authority from time to time.



ARTICLE 4: Synchronization, Commissioning and Commercial Operation

4.1 Synchronization, Commissioning and Commercial Operation

- 4.1.1 The Power Producer shall give at least thirty (30) days written notice to the SLDC, GEDA and GUVNL, of the date on which it intends to synchronize the Power Project to the Grid System.
- 4.1.2 Subject to Article 4.1.1, the Power Project may be synchronized by the Power Producer to the grid system when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 4.1.3 The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (RTU) for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the Power Producer at its generation facility of the Power Project at its own cost. The Power Producer shall synchronize its system with the Grid System only after the approval of STU, GETCO, SLDC and GEDA / similar State Nodal Agency.
- 4.1.4 The Power Producer shall immediately after each synchronization / tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code.
- 4.1.5 The Power Producer shall commission the Project within SCSD. The Power Producer shall be required to furnish the documents mentioned as per Schedule 3 prior to commissioning of their Project to GUVNL.
- 4.1.6 The Power Producer shall be required to obtain transfer permission, Key plan drawing etc. from GEDA prior to mounting of panels and submit the same to GUVNL prior to actual commissioning of project / unit. Further, at this stage, the technology adopted in accordance with MNRE's approved models and manufacturers of Solar PV modules (requirements for Compulsory registration) order, 2019 as amended from time to time, whichever is applicable shall also be substantiated by submitting the copy of EPC contract specifying this requirement or other documents.
- 4.1.7 Early Commissioning:** The Power Producer shall be permitted for full commissioning of the Project even prior to the SCSD, subject to the availability of transmission



connectivity and long term access (LTA). In case of early commissioning, the Procurer may purchase the generation at the PPA tariff.

4.2 Dispatch and Scheduling

The Power Producer shall be required to schedule its power as per the applicable Regulations / Requirements / Guidelines of GERC / SLDC and maintain compliance to the Grid Code requirements and directions, as specified by SLDC / RLDC from time to time. Any deviation from the schedule will attract the provisions of applicable Regulation / Guidelines / Directions and any financial implication on account of this shall be to the account of the Power Producer.

The day-ahead schedule provided by SLDC in coordination with GUVNL shall be required to be confirmed by developer, subject to the condition that the successful developer meets the minimum requirement of discharge of energy corresponding to 4-hr Non-Solar Generation Hour Power supply, in a day.

RE generators shall comply with the "Central Electricity Authority (Technical Standard for Connectivity to the Grid) amended regulations, 2019 as amended from time to time, Minutes of the Meetings with respect to first time charging and connectivity with grid issued by CEA/CERC/MNRE, procedures stipulated by CERC etc. The RE generating station shall be capable of supplying dynamically varying reactive power support so as to maintain power factor within the limits of 0.95 lagging to 0.95 leading.

The dynamically varying reactive support is necessary during transient conditions such as Low Voltage Ride Through (LVRT) or High Voltage Ride Through (HVRT). The fixed capacitor banks can provide reactive support only during steady state and also the support is delivered in steps after time delay. Hence, dynamically varying reactive support could be met either by installation of additional or higher capacity Inverters or by providing power apparatus like STATCOM, SVC, Synchronous condenser, etc.



ARTICLE 5: Rates and Charges

- 5.1 GUVNL shall pay for the Delivered Energy from battery energy storage & Solar Project as certified in the SEA by Gujarat SLDC, for assured energy from Battery Energy Storage & declared CUF of Solar Project for term of this Agreement from the SCSD, to the Power Producer every month. The Tariff payable by GUVNL for energy purchased shall be as below.
- 5.2 GUVNL shall pay a fixed tariff as determined by the Commission in tariff Petition filed by GSECL (Producer) for determination of project specific tariff, as mentioned in tariff order approved by commission and as agreed by the Parties upon commissioning of Project (as certified by GEDA) from SCSD for the delivered energy as certified in SEA published by Gujarat SLDC during the period of first 12 years for Solar Project with Battery Energy Storage System and for remaining 13 years for Solar Project only.
- 5.3 For Intra-State Projects, for each KVARH drawn from the grid, the Power Producer shall pay at the rate determined by GERC to GETCO from time to time. For Inter-State Projects, the Power Producer shall be liable to make payment towards KVARH drawl as applicable.
- 5.4 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 and amendments thereto from time to time shall be applicable.



ARTICLE 6: Billing and Payment

6.1 Billing Provision

The Billing will be on monthly basis. GUVNL will be billed by the Power Producer based on as certified by SEA of Gujarat SLDC following the end of each month for the energy supplied and payment will be due on the (30Th) thirtieth day following the delivery of the billing invoice.

6.2 Payment

GUVNL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the designated office of the GUVNL.

6.3 Late Payment

Late Payment Surcharge shall be payable in accordance with Electricity (Late Payment Surcharge) Rules, 2022 and as amended from time to time.

6.4 Rebate

For payment of Monthly Bill by GUVNL, if paid before Due Date of Payment, a Rebate shall be deducted by GUVNL at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

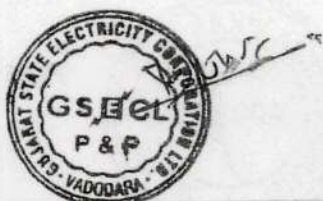
(SBI MCLR rate + 7%)
= _____ per week or part thereof.

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6.5 Payment Security

GUVNL shall provide an Irrevocable and unconditional revolving Letter of Credit of an amount not less than 1 months' average billing from the Project; in favour of, and for the sole benefit of the Power Producer for the contracted capacity. All the cost incurred by GUVNL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the Power Producer.

- 1) The Letter of Credit shall be established in favour of, and issued to, the Power Producer on the date hereof and made operational thirty (30) days prior to due

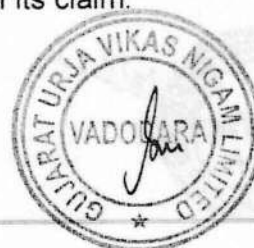


date of first invoice and shall be maintained consistent herewith by GUVNL and all times during the Term of the Agreement.

- 2) Such Letter of Credit shall be in form and substance acceptable to both the Parties and shall be issued by any Scheduled Bank and be provided on the basis that:
 - (i) In the event a Tariff Invoice or any other amount due and undisputed amount payable by GUVNL pursuant to the terms of this Agreement is not paid in full by GUVNL as and when due, the Letter of Credit may be called by the Power Producer for payment of undisputed amount.
 - (ii) The amount of the Letter of Credit shall be equal to an amount not less than one month's average billing of the Project.
 - (iii) The GUVNL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.
- 3) The Letter of Credit shall be renewed and/or replaced by the GUVNL not less than 30 days prior to its expiration.
- 4) Payment under the Letter of Credit : The drawl under the Letter of Credit in respect of a Tariff Invoice (excluding supplementary bills) shall require:
 - (i) a copy of the metering statement jointly signed by the official representatives of both the Parties, supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice.
 - (ii) a certificate from the Power Producer stating that the amount payable by GUVNL in respect of such Tariff Invoice has not been paid and disputed by GUVNL till the Due Date of Payment of the Tariff Invoice.

6.6 Disputes:

- 6.6.1 If the GUVNL 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.
- 6.6.2 If the GUVNL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, GUVNL shall pay the POWER PRODUCER 100% of the undisputed amount plus 85% of the disputed amount within the due date, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:
 - i) the details of the disputed amount;
 - ii) its estimate of what the correct amount should be; and
 - iii) all written material in support of its claim.



6.6.3. If the power producer agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 6.6.2, the power producer 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.

6.6.4. If the power producer does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 6.6.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the GUVNL providing:

- i) reasons for its disagreement;
- ii) its estimate of what the correct amount should be; and
- iii) all written material in support of its counter-claim.

6.6.5 Upon receipt of the Bill Disagreement Notice by the GUVNL under Article 6.6.4, authorized representative(s) of the GUVNL and power producer shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

6.6.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 6.6.4, the matter shall be referred to Dispute resolution in accordance with Article 11.

6.6.7 For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, GUVNL shall, without prejudice to its right to Dispute, be under an obligation to make payment of 100% undisputed amount plus 85% of the disputed amount of the invoice in the Monthly Bill.

6.6.8 In the event of a dispute as to the amount of any Tariff Invoice, GUVNL shall notify the power producer of the amount in dispute and GUVNL shall pay the power producer 100% of the undisputed amount plus 85% of the disputed amount within the due date provided either party shall have the right to approach the Appropriate Commission (i.e. GERC) to effect a higher or lesser payment on the disputed amount. The Parties shall discuss within a week from the date on which GUVNL notifies the power producer of the amount in dispute and try and settle the dispute amicably. Where any dispute arising out of or in connection with this agreement is not resolved



mutually then such dispute shall be submitted to adjudication by the Appropriate Commission under Section 79 or 86 of Electricity Act 2003 and the Appropriate Commission may refer the matter to Arbitration as provided in the said provision read with Section 158 of Electricity Act 2003. If the dispute is not settled during such discussions then the payment made by GUVNL shall be considered as a payment under protest. Upon resolution of the dispute, in case the power producer is subsequently found to have overcharged, then it shall return the overcharged amount with Late Payment Surcharge in accordance with the Article 6.3 for the period it retained the additional amount. GUVNL / power producer shall not have the right to challenge any Tariff Invoice, or to bring any court or administrative action of any kind questioning/modifying a Tariff Invoice after a period of three years from the date of the Tariff Invoice is due and payable.

6.7 Quarterly and Annual Reconciliation

- 6.7.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.
- 6.7.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the power producer and GUVNL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the power producer shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 11.

6.8 Payment of Supplementary Bill

- 6.8.1 power producer may raise a ("Supplementary Bill") for payments such as:



a) Adjustments required by the Energy Accounts (if applicable);

or

b) Change in Law as provided in Article 9,

or

c) Payment under Article 3.4

And such Supplementary Bill shall be paid by the other Party.

- 6.8.2 GUVNL shall remit all amounts due under a Supplementary Bill raised by the power producer to the power producer's Designated Account by the Due Date, except open access charges, SLDC/RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 3.4 Rebate as applicable to Monthly Bills pursuant to Article 6.4 shall equally apply. No surcharge will be applicable other than that on the monthly energy payment.
- 6.8.3 For claiming either of under 3.4 (a) & (b), the power producer must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the Contracted Capacity and the quantum of power scheduled by GUVNL.
- 6.8.4 The power producer shall be eligible for payment from the GUVNL, corresponding to the reduced offtake of power as per methodology under 3.4. The Payment is to be done as part of the energy bill for the successive month after receipt of Energy Accounts (REA)/SEA. It is hereby clarified that for the purpose of this Article, "generation" shall mean scheduled energy based on Energy Accounts. Notwithstanding anything mentioned above, the provisions of Article 4.10 of the PPA shall be applicable. The power producer shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.
- 6.8.5 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 6.3.



ARTICLE 7: Metering and Communication

7.1 Reading and Correction of Meters

- (i) The metering point and interface point for grid connectivity shall be at the point of connection at the nearest GETCO sub-station, where feasibility is available and granted.

For interface metering for grid connectivity, the Power Producer shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on communication System for transmission of electricity and other regulations (as amended from time to time) issued by GERC.

For the purpose of energy accounting, the ABT compliant meter shall be installed at the metering point and at BESS interconnection point. Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2014 and amendment thereto, as stipulated by GETCO.

- a. The electricity generated from the Solar project & BESS project shall be metered from separate meters and readings taken jointly by Project Developer with SLDC/ GETCO /GUVNL at the metering point on a monthly basis.
 - b. The project developers shall also have to install Remote Terminal Unit (RTU) for transferring the real time data to SLDC for its monitoring purpose.
- (ii) Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2014 and amendment thereto. GETCO/ STU shall stipulate specifications in this regard.
- (iii) In the event that the Main Metering System is not in service as a result of maintenance, repairs or testing, then the Backup Metering System shall be used during the period the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.
- (iv) A set of Main Meter and Check Meter shall be required to be installed at GETCO s/s side and a Back-Up Meter shall be required to be installed at generation side.

7.2 Sealing and Maintenance of Meters.

- (i) The Main Metering System, the Backup Metering System and all the ABT Compliant Meters shall be sealed in the presence of representatives of Power Producer and DISCOM / GETCO.
- (ii) When the Main Metering System and / or Backup Metering System and / or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by



the Power Producer and / or DISCOM / GETCO at Power Producer's cost, as soon as possible.

- (iii) Any meter seal(s) shall be broken only by DISCOM / GETCO representative in the presence of Power Producer representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.
- (iv) All the Main and Check Meters shall be calibrated at least once in a period of three years.
- (v) In case, both the Main Meter and Check Meter are found to be beyond permissible limit of error, both the meters shall be calibrated immediately and the correction applicable to main meter shall be applied to the energy registered by the Main Meter at the correct energy for the purpose of energy accounting / billing for the actual period during which inaccurate measurements were made, if such period can be determined or, if not readily determinable, shall be the shorter of:
 - A. the period since immediately preceding test of the relevant Main meter, or
 - B. one hundred and eighty (180) days immediately preceding the test at which the relevant Main Meter was determined to be defective or inaccurate.

7.3 Records

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

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



ARTICLE 8: Force Majeure

8.1 Force Majeure Events & Exclusions:

- a) **Force Majeure Events:** 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 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.
- 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;
 6. Non performance caused by, or concerned with, the affected party's
 - I. Negligent and intentional acts, errors or omissions;
 - II. Failure to comply with Indian law or Indian Directive; or
 - III. Breach of, or default under this agreement or any Project agreement or Government agreement.
- c) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 15 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.
- d) The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.
- e) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

8.2 Available Relief for a Force Majeure Event:

- 8.2.1 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.



8.2.2 For avoidance of doubt, neither Party's obligation to make payments of money due nor 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

9.1.1 "Change in Law" shall refer to the occurrence of any of the following events notified after the date of issuance of order by GERC for adoption of tariff for the Project.

- 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.

9.2 Relief for Change in Law

9.2.1 In case Change in Law on account of 9.1.1 (a) above 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 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 GERC.



ARTICLE 10: Term, Termination and Default

10.1 Term of the Agreement: shall be 25 years from the date of SCSD or from the date of full commissioning of the projects and 12 years from the date of SCSD or from the date of full commissioning of the projects for BESS, whichever is earlier. The Agreement shall continue to be in force for such time until the completion of a period of 25 years (Twenty Five) for Solar PV Project capacity & 12 years for BESS project capacity from the Scheduled Commencement of Supply Date (SCSD) of the Project, unless terminated pursuant to other provisions of the Agreement. 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 and approved by Appropriate Commission, provided the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permits operation of the power producer beyond the initial PPA period of years.

10.2 Survival: The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 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.

10.3 Power Producer Event of Default

10.3.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by GUVNL of its obligations under this Agreement, shall constitute an Power Producer Event of Default:

- a. the failure to commence supply of power to GUVNL by the end of the period specified in Article 4; or



- b. Failure to supply power in terms of the PPA
- c. O & M Default on part of Power Producer
- d. Failure or refusal by Power Producer to perform any of its material obligations under this Agreement including but not limited to financial closure.
- e. Failure to pay penalty in advance to GUVNL and consequent non-extension of financial closure deadline.
- f. Power Producer fails to make any payment required to be made to GUVNL under this agreement within three (3) months after the due date of a valid invoice raised by the GUVNL on the Power Producer.
- g. If the Power Producer (i) assigns or purports to assign its assets or rights in violation of this agreement; or (ii) transfers or novates any of its rights and / or obligations under this agreement, in violation of this agreement.
- h. If the Power producer becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Power producer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to the Power Producer and expressly assumes all obligations under this agreement and is in a position to perform them; or
- i. The Power Producer repudiates this agreement.
- j. Failure to maintain the shareholding in line with Article 3.1 (xiii) of this agreement
- k. Occurrence of any other event which is specified in this Agreement to be a material breach / default of the Power Producer or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the Power Producer shall be construed to be in default.
- l. Not operating the plant as per GERC's Grid Code, SLDC instruction and prudent practices of industries.



10.4 GUVNL Event of Default

10.4.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the Power Producer of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting GUVNL:

- a) GUVNL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the Power Producer is unable to recover the amount outstanding to the Power Producer through the Letter of Credit,
- b) GUVNL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the Power Producer in this regard; or
- c) except where due to any Power Producer's failure to comply with its obligations, GUVNL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by GUVNL within sixty (60) days of receipt of notice in this regard from the Power Producer to GUVNL; or
- d) if GUVNL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or

Any winding up or bankruptcy or insolvency order is passed against GUVNL, or

GUVNL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a GUVNL Event of Default, where such dissolution or liquidation of GUVNL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to GUVNL and expressly assumes all obligations of GUVNL and is in a position to perform them; or;

- e) Occurrence of any other event which is specified in this Agreement to be a material breach or default of GUVNL.



10.5 Procedure for cases of Power Producer Event of Default

- 10.5.1 Upon the occurrence of an event of default as set out in sub-clause 10.3 above, GUVNL may deliver a "Default Notice" to the Power Producer in writing, with a copy to the representative of the lenders to the Power producer with whom the Power Producer has executed the Financing Agreements which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Power Producer to remedy the same. Where a "Default Notice" has been issued with respect to an Event of Default, which requires the co-operation of both GUVNL and the Power Producer to remedy, GUVNL shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations. Upon being in default, the Power Producer shall be liable to pay to GUVNL the damages, as under.
- 10.5.1.1 At the expiry of 30 (thirty) days from the delivery of the default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, the Power Producer shall have liability to make payment toward compensation to GUVNL equivalent to Twenty Four (24) months or balance PPA period, whichever is less, of tariff for its contracted capacity with the stipulated minimum CUF. Also, GUVNL shall have the right to recover the said damages by way of forfeiture of Bank Guarantee, if any, without prejudice to resorting to any other legal course or remedy.
- 10.5.1.2 In addition to the levy of damages as aforesaid, in the event of a default by the Power Producer, the lenders shall be entitled to exercise their rights to seek substitution of the Power Producer by a selectee, in accordance with the substitution agreement and in concurrence with GUVNL. However, in the event the lenders are unable to substitute the defaulting Power Producer within the stipulated period, GUVNL may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due by issuing a "Termination Notice" / "Takeover Notice", failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.
- 10.5.1.3 The lenders in concurrence with GUVNL, may seek to exercise right of substitution under Article 10.5.1.2 by an amendment or novation of the PPA in favour of the selectee. The Power Producer shall cooperate with GUVNL to carry out such substitution and shall have the duty and obligation to continue to



operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs.10 Lakh per Project per Transaction plus applicable GST as Facilitation Fee (non-refundable) shall be deposited by the developer to GUVNL.

10.6 Procedure for cases of Power Procurer Event of Default

- 10.6.1 Upon the occurrence of an Event of Default as set out in Article 10.4 above, the Power Producer may deliver a Default Notice to GUVNL in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon GUVNL to remedy the same.
- 10.6.2 GUVNL with the prior consent of the Power Producer may novate its part of the PPA to any third party, including its Affiliates within the period of 7 days following the expiry of notice period. In the event the aforesaid novation is not acceptable to the Power Producer, or if no offer of novation is made by the defaulting GUVNL within the stipulated period of 7 days, then the Power Producer may terminate the PPA and at its discretion require the defaulting GUVNL to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 110% (one hundred and ten per cent) of the adjusted equity as detailed below, less insurance cover, if any by issuing a "Termination Notice" / "Takeover Notice", or, (ii) pay to the Power Producer, damages, equivalent to 24 (twenty-four) months or balance PPA period, whichever is less, of tariff for its contracted capacity with the stipulated minimum CUF, with the Project assets being retained by the Power Producer.
- 10.6.3 In the event of such termination of PPA, any damages or charges payable to STU, for the connectivity of the plant, shall be borne by GUVNL.
- 10.6.4 "Adjusted Equity" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;



- i. On or before Schedule Commencement of Supply Date (SCSD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;
- ii. An amount equal to the Adjusted Equity as on SCSD shall be deemed to be the base (the "Base Adjusted Equity");
- iii. After SCSD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three three three percent) thereof at the commencement of each month following the SCSD [reduction of 1% (one percent) per quarter of an year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the SCSD and the Reference Date;

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

10.6.5 "Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

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



which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after SCSD, shall in no case exceed 80% (eighty percent) of the Total Project Cost."



ARTICLE 11: GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Gujarat / GERC.

11.2 Amicable Settlement and Dispute Resolution

11.2.1 Amicable Settlement

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party ("Notice"), which shall contain:
 - (a) a description of the Dispute;
 - (b) the grounds for such Dispute; and
 - (c) all written material in support of its claim.
- ii. The Notice shall, within thirty (30) days of issue of Dispute Notice issued under Article 11.2.1(i), furnish:
 - (a) counter-claim and defenses, if any, regarding the Dispute; and
 - (b) all written material in support of its defenses and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by the Party issuing the Notice pursuant to Article 11
 - (i) if the Noticee does not furnish any counter claim or defense under Article 11
 - (ii) or thirty (30) days from the date of furnishing counter claims or defense by the Notice, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 11.2.1.
 - (iii) the Dispute shall be referred for dispute resolution in accordance with Article 11.3.



11.3 Dispute Resolution

11.3.1 Notwithstanding the ownership structure of the Power Producer, GERC / the courts of Gujarat shall have exclusive jurisdiction to hear, settle or determine any dispute or clam arising out of or in connection with the PPA.

11.3.2 GUVNL shall be entitled to co-opt the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

11.4 Parties to Perform Obligations

11.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.



ARTICLE 12: Indemnity

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

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



ARTICLE 13: Miscellaneous Provisions

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

In case of the Power Producer:

Designation: I/c Executive Director and Chief Engineer (P&P)

Address: Gujarat State Electricity Corporation Limited

Vidyut Bhavan,

Race Course,

Vadodara — 390 007



In case of Gujarat Urja Vikas Nigam Limited:

Designation: Chief Finance Manager (Power Trading)

Address : Gujarat Urja Vikas Nigam Limited

Finance Dept, 1st floor,

Sardar Patel Vidyut Bhavan,

Race Course, Vadodara — 390 007

Ph. Nos.: 0265- 2340504 Fax No.: 0265- 2344543

13.7 Severability:

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

13.8 Amendments:

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

13.9 Assignment:

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

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

In furtherance of the foregoing, GUVNL acknowledges that the Financing Documents may provide that upon an event of default by the Power Producer under the Financing Documents, the Financing Parties may cause the Power Producer to assign to a third party the interests, rights and obligations of the Power Producer thereafter arising under this Agreement. GUVNL further acknowledges that the Financing Parties, may, in



addition to the exercise of their rights as set forth in this Section, cause the Power Producer to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the Power Producer thereafter arising under this Agreement.

13.10 Entire Agreement, Appendices:

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

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

13.11 Further Acts and Assurances:

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



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

FOR AND ON BEHALF OF
POWER PRODUCER

[Handwritten Signature]

Dinkar M. Jethva
Chief Engineer,
Planning & Project Dept.,
(Shri. D. M. Jethva) State Electricity Corporation Ltd.,
Corporate Office, Vidyut Bhavan, Race Course,
Vadodara - 390 007
Authorized Signatory
M/s GUJARAT STATE ELECTRICITY
CORPORATION LTD (GSECL)

FOR AND ON BEHALF OF
POWER PROCURER (GUVNL)

[Handwritten Signature]

CHIEF FINANCE MANAGER (F&A) AND (PT)
GUJARAT URJA VIKAS NIGAM LTD.
RACE COURSE, VADODARA - 390007.
(Shri. D. M. Jethva)
Authorized Signatory
GUJARAT URJA VIKAS NIGAM
LTD

WITNESSES

1. *[Handwritten Signature]*
(S. SEN
GM (F&A) & CFO.)

2. *[Handwritten Signature]*
(P. R. Chaudhari)
Jr CE (PE)

WITNESSES

1. *[Handwritten Signature]*
(N. H. PARMAR)
EE - PSP - GUVNL

2. *[Handwritten Signature]*
(S. D. Harwani)
DE - GUVNL



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: 66 kV

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

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

2. Quality of Service

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

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

3. Power Factor

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

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

4. Technical Limits of Voltage

(i) The nominal steady state electrical characteristics of the system are as follows:

- a) Three phase alternating current at 50 Hertz plus or minus 0.5 Hertz
- b) Nominal voltage of 66 KV with +10% to - 12.5% variation.

(ii) The Project shall be designed and capable of being synchronized and operated within a frequency range as per relevant Grid Code and voltage of 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

- a) The generation voltage from the Solar Photovoltaic Grid Interactive Power Project of M/s. GSECL is 66 KV. It uses unit connection of generator, generator transformer and unit transformer.
- b) The generated power at 33 KV will be stepped up to 66 KV at the Project Site and connected 66 KV at for the purpose of interconnection with the Grid System in accordance with GERC Regulations.

6. Reactive Power:

- a) Power Producer shall comply with the "Central Electricity Authority (Technical Standard for Connectivity to the Grid) amended regulations, 2019 as amended from time to time, Minutes of the Meetings with respect to first time charging and connectivity with grid issued by CEA/CERC/MNRE, procedures stipulated by CERC etc. The RE generating station shall be capable of supplying dynamically varying reactive power support so as to maintain power factor within the limits of 0.95 lagging to 0.95 leading.
- b) The dynamically varying reactive support is necessary during transient conditions such as Low Voltage Ride Through (LVRT) or High Voltage Ride Through (HVRT). The fixed capacitor banks can provide reactive support only during steady state and also the support is delivered in steps after time delay. Hence, dynamically varying reactive support could be met either by installation of additional or higher capacity Inverters/WTGs or by providing power apparatus like STATCOM, SVC, Synchronous condenser, etc



Technical & Regulatory Requirements to be followed for Battery Energy Storage Systems

1. Codes and Standards

The BESS shall comply with the following Codes and Standards or equivalent Indian Standards, as applicable.

UN 38.3	Contractors may seek the necessary information from Battery OEMs as these are UN guidelines for Li Ion Battery transportation.
UL1973	UL1973 Energy storage for stationary applications such as for PV. Nonchemistry specific (applicable to all secondary battery types)
IEC 61508	Functional Safety of Electrical/ Electronic/ Programmable Electronic Safety-related Systems: Applicable for all Battery Energy Storage Systems
UL 1642	Standard of Lithium Batteries (Safety of Lithium Ion Batteries)
EC 62619/ IEC 61427	Safety requirements for large scale industrial applications.
UL9540	Safety of energy storage systems and equipment.
IEC 61850/ DNP3	Communications networks and management systems. (Plant SCADA and the BESS control system communication)
Grid Connectivity	Relevant CEA Regulations (including LVRT/HVRT compliance) and Grid Code as amended and revised from time to time

Power Conditioning Unit Standards for BESS

IEC 60068-2	Electromagnetic compatibility, harmonics, etc.
IEC 62109 (1 & 2), EN 50178 or equivalent DIN or UL standard	All inverters shall be safety rated standards.
IEEE standard 929 – 200	Each PCU shall be compliant given standards



IEC-61683	Energy efficiency requirements
IEC 61000	Emission/ Immunity requirement
IEEE 519	Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems.
IEC 60068-2-1, 2, 6, 14, 27 & 30	Environmental Testing
IEC 62116	Testing procedure—Islanding prevention measures for power conditioners used in grid-connected photovoltaic (PV) power generation systems
IEC 62109-1 & 2	Safety of power converters for use in photovoltaic power

1. System Testing and Commissioning

The BESS shall be commissioned as per commissioning criteria and procedures specified by the CEA.

2. Identification and Traceability

Cells/Racks/Packs Assembly shall meet seismic requirement for the plant location of the BESS. Labelling of cells/batteries shall include manufacturer's name, cell type, name-plate rating, date of manufacture and date of expiry of parts and labour warranty.

3. Other Sub-systems/Components

Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety for ensuring Expected Service Life and Weather Resistance.

4. Fire Protection

The power producer shall design and install a fire protection system that conforms to national and local codes. The fire protection system design and associated alarms shall take into account that the BESS will be unattended at most times. For high energy density technologies, the power producer shall also obtain thermal runaway characterization of the battery storage systems.



5. Authorized Test Centres

Batteries/ Power Conditioning Units deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by NABL Accredited Test Centers) in India or one of the ILAC member signatory accredited laboratories. In case of module types/ BESS/equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

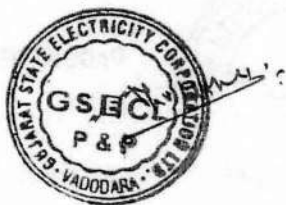
6. Warranty

Power producer shall procure performance guarantees from the OEM to ensure minimum performance levels for predefined application(s) as per the terms of this agreement. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application.

7. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

- a) The power producer must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be required to submit this data to GUVNL and SLDC online and/or through a report on regular basis every month for the entire duration of contract.
- b) The power producer shall provide access to GUVNL/GEDA or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- c) All data shall be made available as mentioned above for the entire duration of the Contract.
- d) The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to GUVNL/ MNRE. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, below parameters to facilitate daily, monthly and annual Report for performance monitoring.
- e) Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as



available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

8. Other necessary criteria

a) BESS shall be capacity of operating in the frequency range of 47.5 Hz to 52 Hz and be able to deliver rated output in the frequency range of 49.5 Hz to 50.5 Hz.

b) BESS shall be capacity of operating when voltage at the interconnection point on any or all phases dips/rises to the high or low levels. The levels applicable for wind/solar inverter-based generation may be referred as available in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations.

c) The BESS performs regulations in one or several pre-defined ways (e.g. regulating its own output power according to the orders given by SCADA system) to achieve an active power balance between generation and demand to maintain the power system frequency within a reasonable range.

d) BESS shall operate to maintain voltages as per specified voltage ranges in Grid standards. BESS shall have feature to detect the voltage of interconnection point, and regulate voltage independently. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.

e) BESS shall operate in a manner to promote the power system reliability and improve the power quality. When power quality problems, such as voltage dip, flicker, unsatisfactory power factor, etc., occur in power system, the BESS could eliminate these problems by flexible active and reactive power output in this function.

f) The BESS shall provide reliable protection and not be limited to as an overvoltage/under-voltage protection, overcurrent protection, low-temperature/over-temperature protection of battery, DC insulation monitoring, etc.

g) BESS is required to have the following basic functions:

- i) Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.
- ii) Information exchange: Receive and process information with SLDC /RLDC/NLDC including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.



- iii) Control: Including control mode and parameter setting with SLDC/RLDC/NLDC.
- iv) The static information like detailed write-up on present operation methodology of BESS, forbidden zones, number of cycle limits, Auxiliary consumption details, capability curve, simulation models (RMS/PSCAD) along with description or any specific information about BESS shall also be furnished as and when required by SLDC/RLDC.

9. Safe Disposal of unit Batteries from the BESS

The Developer will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. The power producer shall ensure that all Unit Battery modules from the plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2016" notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.



SCHEDULE 2: Approvals

1. Consent from the STU for the evacuation scheme for evacuation of the power generated by project (Solar PV + BESS).
2. Approval of the Electrical Inspectorate, Government of Gujarat for commissioning of the transmission line and the solar project and BESS project installed at the Project Site.
3. Certificate of Commissioning of the Solar Photovoltaic Grid Interactive Power Project and / or Grid Interactive BESS Power Projects issued by GEDA.
4. Permission from all other statutory and non-statutory bodies required for the Project.
5. Clearance from Department of Forest, Ecology and Environment, if required.
6. Certificate by the concerned and competent revenue / registration authority for acquisition / ownership / right to use / vesting of land in the name of Project Developer.
7. Approval for Water from the concerned authority (if applicable) required for the Project.
8. In case of Projects being setup in the States of Gujarat & Rajasthan, the RPD shall abide by applicable Supreme Court order(s) and MNRE's Guidelines on "Retro fitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
9. Clearance from Airport Authority of India, if required.
10. Any other clearances as may be legally required.



SCHEDULE 3: Documents to be submitted at the time of financial closure & commissioning of project

FINANCIAL CLOSURE

Documentary Evidence of achieving complete tie-up of Project Cost through internal accruals or through external Financing Agency

COMMISSIONING OF PROJECT

- a) Connectivity Agreement with GETCO and/or STU, if applicable and requisite consent for Power Evacuation from GETCO and/or STU, if applicable confirming technical feasibility of connectivity of the Solar & BESS Power Project up to the Delivery Point.
- b) Developer Permission and/or Transfer Permission issued by GEDA / similar permission issued by concerned State Nodal Agency along with key-plan drawing
- c) Chief Electrical Inspectorate approval / inspection report for installation of all components required for the solar & BESS Project
- d) Chief Electrical Inspectorate approval for charging of Project and associated transmission line
- e) Land Documents
 - i) Lease Deeds or Sale Deeds to establish possession and right to use 100% of the required land in the name of the Power Producer for a period not less than the complete term of the PPA.
 - ii) Sworn affidavit (duly Notarized) from the authorized person listing the details of the land (survey no., location ID, area of land, type of land – revenue wasteland or private, date of allotment order or sale deed as the case may be, location details viz. Village, Taluka, District, etc.) and certifying total land required for the project under clear possession of the Power Producer.
- f) Clearances
 - (i) No Objection Certificate / Environmental clearance (if applicable) for the Project.
 - (ii) Forest Clearance (if applicable) for the land for the Project.
 - (iii) Clearance from Airport Authority of India, if required
 - (iv) Approval for Water from the concerned authority (if applicable) required for the Project.



- (v) Information about the Solar panel installed in the project. (Note: The technology adopted as per latest available Approved List of Models and Manufacturers of Solar Panels (ALMM) list prepared by MNRE).

COMMISSIONING PROCEDURE for BESS

1. Commissioning Procedure for the Projects selected shall be as determined by Gujarat Energy Development Authority.
2. BESSD shall submit the copy of this PPA signed with GUVNL to GEDA and give advanced intimation to GEDA regarding commissioning of the project.
3. Power Producer shall submit the land ownership related documents to GEDA and GEDA being a State Nodal Agency shall certify commissioning of the project or part thereof only after verification of the land documents.
4. Power Producer shall also submit the documents relating to the charging approval and other applicable approvals to GEDA and GEDA shall certify commissioning of the project only after verification of such documents.
6. Power Producer may provisionally certify commissioning of the project on the date of commissioning after witnessing that the rated capacity of the project is in operation and energy is flowing into / out of the grid subject to final certification after verification of other documents.
7. The commissioning of the project shall be witnessed by Committee Constituted by GEDA which shall comprise officials of DISCOM / GETCO.

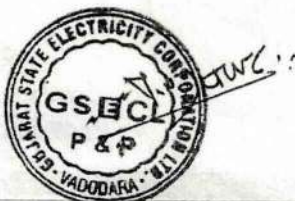


SCHEDULE 4: Project Location Details

Solar PV CAPACITY (MW) & Battery Energy Storage (MW/MWh) And CONFIGURATION	LOCATION DETAILS (Village, Taluka, District)	CUF%	SENDING SUBSTATION / POOLING STATION
35 MW Solar PV along with co- located 57 MWh BESS project, KLTPS	Village: Pandhro, Taluko: Lakhpat, Dist.: Kutch.	23.72	66 KV GETCO SS, KLTPS

Note:

- (i) The power Producer needs to declare the location / sub-station details upfront at the time of signing of PPA.
- (ii) The power Producer shall be solely responsible for getting the connectivity of their project on or before SCSD.



**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR
Petition No. 2389 of 2024**

Filing No:
Case No:

IN THE MATTER OF

Approval of Power Purchase Agreement to be signed by Gujarat Urja Vikas Nigam Limited (GUVNL) with Gujarat State Electricity Corporation Limited (GSECL) under the bilateral mode from Pilot project of grid connected 35 MW Solar PV Project with 57 MWh of Battery Energy Storage System to be set-up in Kutch Lignite Thermal Power Station at Pandhro.

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

RESPONDENT **Gujarat State Electricity Corporation Limited**
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara - 390 007



In compliance to the Hon'ble Commission's directives issued under order dated 26.09.2024 in Petition No. 2389 of 2024.

MOST RESPECTFULLY SHOWETH:

- 1) The Hon'ble Commission vide Order dated 26.09.2024 in Petition No.2389 of 2024 filed by GUVNL under Section 86 (1) (b) of the Electricity Act, 2003 for approval of the Power Purchase Agreement to be signed by GUVNL with GSECL under the bilateral mode from Pilot Project of grid connected 35 MW of Solar PV and 57 MWH Battery energy storage system to be set up in Kutch Lignite Thermal Power Station at Pandhro.
- 2) Hon'ble Commission vide daily order passed on 26.09.2024 has directed Petitioner to issue a two weeks' public notice in two daily Gujarati Newspapers and one English Newspaper having wide circulation in the State and invite comments/suggestions/objections from the Stakeholders stating that petitioner has filed Petition No. 2389 of 2024 before the Commission along with its subject matter and relief sought therein. Hon'ble Commission is also directed petitioner to upload the present Petition with all the relevant documents on its website and invite comments and suggestions from the Stakeholders on the Petition on affidavit within 15 days from the date of issue of public notice.
- 3) It is humbly submitted that as per the directives of Hon'ble Commission, Petitioner has published public notice in two daily Gujarati Newspaper viz. "Divya Bhaskar & Gujarat Samachar" on 28.09.2024 and in one daily English Newspaper "The Indian Express" on 28.09.2024 for inviting comments /





objections / suggestions / views from stakeholders within 02-weeks from the date of issue.

- 4) The cutting of relevant pages of Newspaper dated 28.09.2024 containing the public notice marked as Annexure-A and submitted herewith for perusal of Hon'ble Commission.
- 5) It is also submitted that the petitioned has uploaded the copy of petition with relevant documents on GUVNL website.

Date: 01.10.2024
Place: Vadodara


Gujarat Urja Vikas Nigam Limited
PETITIONER



BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR
Petition No.2389 of 2024

Filing No:

Case No:

IN THE MATTER OF

Approval of Power Purchase Agreement to be signed by Gujarat Urja Vikas Nigam Limited (GUVNL) with Gujarat State Electricity Corporation Limited (GSECL) under the bilateral mode from Pilot project of grid connected 35 MW Solar PV Project with 57 MWh of Battery Energy Storage System to be set-up in Kutch Lignite Thermal Power Station at Pandhro.

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

RESPONDENT **Gujarat State Electricity Corporation Limited**
 Sardar Patel Vidyut Bhavan,
 Race Course,
 Vadodara - 390 007



AFFIDAVIT

SR. No. 12515
 Date : 1/10/2024

I, Nagajan Parmar Son of Hardas Parmar aged about 47 years resident of Vadodara do hereby solemnly affirm and state as under:

1. I am Executive Engineer working in Gujarat Urja Vikas Nigam Limited and am well conversant with the facts of the case and able to swear to the present Affidavit.
2. I, on behalf of the Petitioner, Gujarat Urja Vikas Nigam Limited have gone through the contents of the accompanying Petition and say that the contents stated therein are based on the records of Petitioner maintained in normal course of business and believed by me to be true.
3. I say that the Annexures are true copies of their originals.

DEPONENT





VERIFICATION:

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

Verified at Vadodara on this 01st day of Oct., 2024.

Identified before me.


DEPONENT

Solemnly Affirmed/Declared
Sworn Before me by *H. J. Zala*
10/01/24
H. J. ZALA
NOTARY (Govt. of India)



SALUTE THE SOLDIER

141 FIELD REGIMENT (KARGIL) On the occasion of SHAHEEDI DIWAS of Capt KC Pritham Kumar of 141 Field Regiment (KARGIL) on 28 Sep 2024, the Commanding Officer, all ranks, their families and the Buzurgs of the Unit pay homage to the martyr who made the supreme sacrifice for the Nation who had endeared himself to all by his zest for life and bubbly enthusiasm. Upholding the highest traditions of the Indian Army, he laid down his life on 28 Sep 1997, while fighting the odds in the highest battlefield of the world, Siachen, leaving a void which will never be filled. His valour & heroism continues to inspire all of us. On this day, we pledge to take the name of the Unit to even greater heights and glory in the times to come.

CO & All Ranks 141 Field Regiment (KARGIL) RFN PADAM BAHADUR THAPA 27 SEP On this day 5047909Y Rfn Padam Bahadur Thapa of 5/1 Gorkha Rifles made the supreme sacrifice during 'OL RAKSHAK', Jammu and Kashmir in Sep 2004 in a true act of valour and courage. The brave soldier will always be remembered for his enthusiasm. To this brave heart we pledge that we shall always be guided by his immortal spirit and make his name proud.

CO AND ALL RANKS, 5/1 GORKHA RIFLES CENTRAL RESERVE POLICE FORCE 28 September 1992 On 28th September 1992, 84 Battalion of CRPF deployed in Punjab for maintaining law and order, carried out an ambush at Rotli Bridge near Ramiana village, Faridkot. Around 0145 hrs, two men approached the ambush point. When challenged by NK Ram Lakhan, they opened fire, prompting heavy retaliation. During the exchange, NK Ram Lakhan was fatally struck by a militant's bullet, achieving martyrdom. The nation remains forever indebted to him and his family.

28 September 2023 Acting on intel about a Maoist group in the Sarjamburu, Tumbahaka, and Patatrob forests of West Singhbhum, Jharkhand, a search and destroy operation was launched. Troops from 209 CoBRA Battalion, along with State Police, set out on 28th September 2023 at 1100 hrs. At around 1152 hrs, an exchange of fire ensued. Constable Rajesh Kumar gallantly repelled the Naxal fire, but Maoists triggered three consecutive IEDs, severely injuring him and another commando. Despite immediate evacuation to Ranchi, Constable Rajesh Kumar succumbed to his injuries. In upholding the highest traditions of the CRPF, he made the ultimate sacrifice in service to the nation.

28 September 2022 On 28th September 2022, troops of 196 Battalion of CRPF were deployed for area domination along the Chintavagu River near Dhamaram village, Bijapur, Chhattisgarh. During the operation, an IED blast occurred, critically injuring Constable Satpal. He was swiftly evacuated to Bijapur but tragically succumbed to his injuries, attaining martyrdom in service to the nation.

28 September 1998 On 28th September 1998, 54 Battalion of CRPF deployed in Assam, sent out a mobile patrol. While passing through a dense jungle near Guwahati, the patrol was ambushed by insurgents who opened heavy fire. The troops immediately retaliated, forcing the insurgents to flee. In the fierce encounter, Shaheed SI P.T. Yohanan, Shaheed HC/RO A. Ishwaran, Shaheed L/Nk Dariyaon Singh, Shaheed C/Dvr Virender Singh, Shaheed C/Parmar Bachu Bhai, who were at the front, sustained severe injuries. Despite their wounds, they fought valiantly but later succumbed to their injuries, achieving martyrdom.

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कार्यालय अधीक्षण अभियंता, सा.वि. वृत्त चूरु ई-निविदा सूचना संख्या 02/2024-25 दिनांक- 25.09.2024

एसजेवीएन ग्रीन एनर्जी लिमिटेड SJVN Green Energy Limited (A Wholly Owned Subsidiary of SJVN Limited) CIN: U40100HP2022GOI009237

GUJARAT WATER SUPPLY & SEWERAGE BOARD E-TENDER NOTICE No. 04 TENDER ID NO. 112581 OF 2024-2

Table with 5 columns: Sr.No, Name of Work, Est.Amt.Rs., Tender Fee/E.M.D, Contractor Class. Includes items like Flood Protection wall, Downloading of tender document, etc.

NOTICE OF LOST OF SHARE CERTIFICATES (ICICI BANK LTD) ICICI BANK TOWER NEAR CHAKLI CIRCLE OLD PARDA ROAD VADODRA GUJARAT 390007

PRESS NOTICE INVITING PERCENTAGE RATE e-TENDER Executive Engineer(C), Postal Civil Division, Ahmedabad invites on behalf of the President of India, online percentage rate tenders for the following works:

Road & Building Department Government of Gujarat Tender Notice No. 30 / 2024-25

Chhota Udepur Nagar Palika Dist : Chhotaudepur E-Tender Notice On Line E-Tender are invited from the interested civil Contractors registered in appropriate Class with for the Below mentioned work to be done.

के.सी.ई. सोसायटीचे मूळजी जेठा महाविद्यालय (स्वायत्त), जळगाव

PROCLAMATION REQUIRING THE APPEARANCE OF ACCUSED PERSON See Section 82 Cr.P.C.

Whereas complaint has been made before me that accused Munish Vishnu Bhal Patel S/o: Vishnu Bhal, R/o: B-3, Manmohan Society, Behind Ragnathu Hindi School, Babu Nagar, Ahmedabad, Gujarat has committed (or is suspected to have committed) the offence in Court Case No. 40730/2016 & FIR No. 405/2010 U/s 420 / 468 / 471 / 120B IPC, P.S.: IGI Airport, New Delhi and it has been returned to a warrant of arrest thereupon issued that the said accused Munish Vishnu Bhal Patel cannot be found and whereas it has been shown to my satisfaction that the said accused Munish Vishnu Bhal Patel has absconded (or is concealing himself to avoid the service of the said warrant).

Table with 6 columns: Sr. No, Name of Works, Estimated Cost, Under The Gram, Year-2023-24. Includes items like Removing of Floating Trash, Development of SF High School, etc.

ONLINE SHORT PERIOD TENDER NOTICE ROAD & BUILDING DEPARTMENT TENDER NOTICE NO 16 OF 2024-25

GUJARAT URJAVIKAS NIGAM LIMITED Sardar Patel Vidya Bhavan, Race Course, Vadodra 390007

COMMISSIONER OF GEOLOGY AND MINING, INDUSTRIES & MINES DEPARTMENT GOVERNMENT OF GUJARAT

NOTICE INVITING TENDER "Invitation of bids for grant of Quarry Lease for Blacktrap Mineral"

Table with 5 columns: S. No, Mineral Block Name, Location (Village, Taluka, District), Area (in Ha.), Estimated Mineral Resources (in MT). Includes items like Haroda Blacktrap Block - H, Haroda Blacktrap Block - I, etc.

ON LINE TENDERING Road & Building Department Government of Gujarat. TENDER NOTICE No 01 (2nd Reinvite) OF 2024-25

Government of India Ministry of Communications Department of Telecommunications Sanchar Bhawan, 20, Ashoka Road, New Delhi - 110 001

GOVERNMENT OF GUJARAT NARMADA WATER RESOURCES, WATER SUPPLY & KALPASAR DEPARTMENT. E-TENDER SHORT NOTICE No. 7 OF 2024-2025

Table with 3 columns: Sr. No, Name of work, Estimate Cost. Includes item: Providing Consultancy Services for Hafeshwar to Dahod Pipeline and Pressurized Irrigation Network System for Dahod District.

The Bid documents will be available on web site https://nwr.nprocure.com. And also on information Department website www.statetenders.gujarat.gov.in



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In compliance with the Hon'ble GERC daily order dated 26.09.2024, regarding Petition No. 2389 of 2024, submitted under Section 86(1)(b) of the Electricity Act, 2003, seeking approval of the Power Purchase Agreement (PPA) executed between GUVNL and GSECL under the bilateral mode, for the pilot project involving a grid-connected 35 MW Solar PV and 57 MWh Battery Energy Storage System established at the Kutch Lignite Thermal Power Station in Pandhro. **New**

Public Notice, Petition filed before GERC & PPA between GUVNL & GSECL of KLTPS Project

In compliance with the GERC order dated 23.09.2024 in Petition No. 2364 of 2024, Petition under Section 86 (1) (b) of the Electricity Act, 2003 for approval of Battery Energy Storage Sale Agreement signed by GUVNL with Solar Energy Corporation of India Ltd. (SECIL) for procurement of 150 MW/300 MWh Energy storage capacity procured by SECI under Tariff based Competitive Bidding Process from the 500 MW/1000 MWh pilot project to be set up by the BESSD at Fatehgarh - III substation of Power Grid in Rajasthan. **New**