

SOUTHERN POWER DISTRIBUTION COMPANY OF AP LTD
TIRUPATI

From
Chief General Manager (P&MM, IPC)
APSPDCL, Kesavayanagunta,
Besides Srinivasa Kalyanamandapam,
Tiruchanur Road, Tirupathi - 517 501.

To
✓ The Secretary,
APERC, 4th Floor,
Singareni Bhavan,
Red Hills, Hyderabad.

Lr.No.CGM(P,MM&IPC)/APSPDCL/F. /D.No. 38 /18, Dt: 25.04.2018

Sir,

Sub: APDISCOMs proposal for procurement of 1000 MW distributed solar power at the interconnection point of 33/11 KV substations covering the entire state- Request for approval of deviations proposed in the model RfS document - Reg.

Ref: 1. Lr.No.CGM (P,MM&IPC)/APSPDCL/DE2/F1000 MW/D.No.746/18,
Dt: 27.03.18

2. MNRE Guidelines for Tariff based competitive bidding process for Procurement of power from Grid Connected solar PV Power projects

This is to submit that MoP, Gol dated 03.08.2017 notified the Guidelines for Tariff based competitive bidding process for Procurement of power from Grid Connected solar PV Power projects in the interest of ensuring competition as well as optimizing procurement costs and minimizing supply risk to the DISCOMs and its consumers.

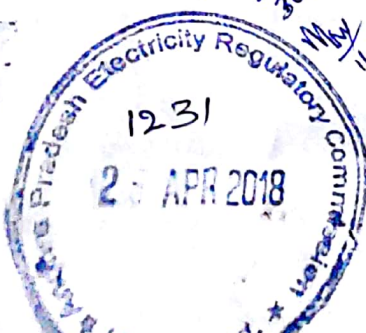
1. As per the said Guidelines the Clause 3.1.1 (Bid Documentation) is as follows:

a. "Prepare the bid documents in accordance with these guidelines and Standard Bidding Documents (SBDs) [consisting of Model Request for Selection (RfS) Document, Model Power Purchase Agreement and Model Power Sale Agreement], notified by the Central Government, except as provided in the sub clause (c) below.

b. Inform the Appropriate Commission about the initiation of the bidding process.

c. Seek approval of the Appropriate Commission for the deviations, if any, in the draft RfS draft PPA, draft PSA (if applicable) from these Guidelines and/or SBDs, in accordance with the process described in Clause 18 of these Guidelines.

d. However, till the time the SBDs are notified by the Central Government, for purpose of clarity, if the Procurer while preparing the draft RfS, draft PPA, draft PSA and other Project agreements provides detailed provisions that are consistent with the Guidelines, such detailing will not be considered as deviations from these Guidelines even though such details are not provided in the Guidelines.



e. Further, in case of an ongoing bidding process, if the bids have already been submitted by bidders prior to the notification of these Guidelines and/or SBDs, then if there are any deviations between these Guidelines and/or the SBDs and the proposed RfS, PPA, PSA (if applicable), the RfS, PPA and the PSA shall prevail."

2. As per the guidelines, APSPDCL had requested the Hon'ble Commission vide reference 1st cited for granting the permission to initiate the tender process for procurement of 1000 MW distributed solar power at the interconnection point of 33 /11 KV substations, covering the entire state and the approval is awaited. Further it is to submit that, so far Ministry of Power has not notified the Standard Bidding Documents (SBDs) (Draft RfS, Draft PPA, and Draft PSA).
3. As per the Clause 18 of said Guidelines issued by MoP, GoI, APDISCOMs shall seek approval of the Commission in case there is any deviation from these Guidelines. The Clause 18 of the Guidelines stipulated that "In case there is any deviation from these Guidelines and/or the SBDs, the same shall be subject to approval by the Appropriate Commission. The Appropriate Commission shall approve or require modification to the bid documents within a reasonable time not exceeding 90 (ninety) days".
4. APDISCOMs have been prepared the draft RfS and PPA consistent with the Guidelines issued by MoP, GoI except Clause 5.7.2 of the Guidelines.
5. Hence, therefore, the APDISCOMS now seek the approval of the Hon'ble Commission for the deviation to the Change in Law Cause 5.7.2 proposed in the draft PPA as indicated below:

Clause No	5.7.2 Change In Law		
	As per Guidelines issued by MoP	Clarification issued by MNRE	Amendment proposed by APDISCOMs
5.7.2	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, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the	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, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed	In the event a Change in Law results in any adverse financial loss/ gain to the SPD then, in order to ensure that the SPD is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the SPD/DISCOM shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the

prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Generator; or (v) any changes in the rates of any Taxes which have a direct effect on the Project. However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends.	for obtaining an consent, permit or license, not owing to any default of the Solar Power Generator; or (v) "change in rates of taxes, duties and cess" which have a direct effect on the Project. However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends.	Appropriate Commission. However, it is made clear that any financial burden to the SPD Due to incremental cost either because of imposition of any duties, levies, fees etc. having effect on capital cost of the Project shall be borne by the SPD and shall not be payable by the DISCOM.
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6. Further it is to submit that, certain modifications in the PPA clauses have also proposed in the interest of APDISCOMs and the details are as follows:

Sl No	Article/ Clause	Existing Clause	Amendment proposed by DISCOMS
1	2.4	The Solar Power Developer, at any time during validity of this Agreement, shall not add any extra solar modules/equipment more than the Contracted Capacity except which are available and certified by the commissioning committee at the time of commissioning of project.	The Solar Power Developer, at any time during validity of this Agreement, shall not add any additional panels after synchronization to the project. Any additions made after synchronization to the project, after ascertaining the same by DISCOMs the quantum of power offered by SPD shall be reduced proportionally for payment of tariff of the power supplied to compute the same for Article 2.1
2	6.1 (XIV) 2	For making project financing agreements and completing Financial Closure and shall provide necessary documents to DISCOM in this regard;	For making project financing agreements and completing Financial Closure (including extension of financial closure allowed by APDISCOMs if any) and shall provide necessary documents to DISCOM in this regard;
3	10.1.1	The occurrence and continuation of any of the following events, unless any such event occurs as a	The occurrence and continuation of any of the following events, unless any such event occurs as a

	<p>result of a Force Majeure event or a breach by DISCOM of its obligations under this Agreement, shall constitute a Solar Power Developer Event of Default ("Solar Power Developer Event of Default"):</p>	<p>result of a Force Majeure event or a breach by DISCOM of its obligations as stated in Clause 10.2 of this agreement, shall constitute a Solar Power Developer Event of Default ("Solar Power Developer Event of Default"):</p>
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7. In light of the above submissions, the Hon'ble Commission requested to grant the approval for the deviations & the modifications proposed at Paras (5 & 6) along with draft PPA, at the earliest to enable to initiate the Bidding Process.

Yours faithfully,

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Chief General Manager (P&MM, IPC)
APSPDCL::Tirupati

**No.336/64/2015-NSM
Government of India
Ministry of New and Renewable Energy**

Block 14, CGO Complex, Lodhi Road,
NEW DELHI-110003
12th January 2018

OFFICE MEMORANDUM

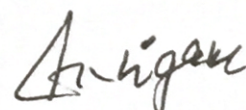
Subject: Clarification in respect of Domestic Content Requirement under the National Solar Mission.

This is in continuation of this Ministry's letter No.336/74/2017-NSM dated 11th December 2017 on the above subject, wherein it was directed that in view of WTO ruling in case No.DS456, no new projects will be taken up with DCR provisions under the Developer Mode. It was also suggested that before tendering projects with DCR content, this Ministry may be informed.

2. The undersigned is further directed to refer to various guidelines and clarifications issued under various schemes being implemented by this Ministry under the National Solar Mission and Power Purchase Agreements (PPAs) entered into in respect of various projects. It is hereby clarified that since all the PPAs obligate the solar project developers to maintain an annual capacity utilisation factor and as there is no clause mandating the replacement of solar cells/solar modules in the projects implemented under the DCR category with the solar cell/modules from the domestic market, it would be open for the solar power developer to replace the defective cells/modules on the basis of open competition.

3. This shall be applicable to all existing and future projects implemented under the National Solar Mission and to all PPAs that have already been executed or may be in the process of finalization and execution, as well as any future PPAs that are executed under and pursuant to or as a consequence of the National Solar Mission.

4. This issues with the approval of Honourable Minister.



(Dilip Nigam)
Adviser(NSM)

To

1. CMD, NTPC
2. MD, SECI
3. CEO, NVVN
4. All concerned

Copy to: (i) PPS to Minister
(ii) PPS to Secretary, MNRE/PPS to AE/Adv(BLR)/DS(RG)

**Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL)
&
Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL)**

**Request For Selection (RfS) of Solar Power Developers for
Installation and Commissioning of Distributed Grid Connected Solar
Photo Voltaic Projects at Different Locations in Andhra Pradesh**



Issued by:

**Southern Power Distribution Company
of Andhra Pradesh Limited (APSPDCL)
Tirupati,
Chittoor District, Andhra Pradesh
Telephone: 0877-2284109, Extn: 200**

Email: cgm_ipc@southernpowerap.co.in

Bid Deadline xx xxxx 2018, 1300 Hrs

**RfS (Bid) No.
APSPDCL/XXXX/XX/2018**

December 13, 2018

DISCLAIMER

1. The RfS document is not transferable.
2. Though adequate care has been taken in preparation of this document, the Bidder shall satisfy himself that the document is complete in all respects. Any discrepancy noticed in the document shall be intimated to this office immediately. If no intimation is received from any Bidder within Seven days from the date of issue of the RfS document, it would be construed that RfS document is complete in all respects and is up to the satisfaction of the Bidder.
3. This RFS is not an agreement and is neither an offer nor invitation by the Southern Power Distribution Company of Andhra Pradesh Limited (“APSPDCL”) to the prospective Bidders or any other person. The purpose of this RfS is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RfS. This RfS includes statements, which reflect various assumptions and assessments arrived at by the APSPDCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RfS may not be appropriate for all persons, and it is not possible for the APSPDCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfS. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfS and obtain independent advice from appropriate sources.
4. Information provided in this RfS to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The APSPDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The APSPDCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfS or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfS and any assessment, assumption, statement or information contained therein or deemed to form part of this RfS or arising in any way for participation in this Bid Stage.
6. The APSPDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RfS.
7. The APSPDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfS.

8. The issue of this RfS does not imply that the APSPDCL is bound to select a Bidder or to appoint the Selected Bidder or Supplier, as the case may be, for the Project and the APSPDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the APSPDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the APSPDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process
10. Southern Power Distribution Company of Andhra Pradesh Limited (“APSPDCL”) reserves the right to modify, amend or supplement or cancel this RfS document, without any prior notice or without assigning any reason.

Authorized Person: Chief General Manager (P&MM, IPC)

Address: APSPDCL, Kesavayanagunta, Tiruchanoor Road, Tirupati, Andhra Pradesh - 517501.

Tel: 0877-2284109, Extn. 200

Fax: 0877-2237407

Email: ce.ipc@aptransco.gov.in

Place: Tirupati

Date: 22nd xxx 2018

Information pertaining to Bid submission via e-Procurement platform

1. Issue of RfS

The detailed terms and conditions for qualification of the Bidders and for Bid submission are indicated in the RfS. All those interested in obtaining the RfS may download the RfS from <https://tender.apecprocurement.gov.in>. Please visit <https://tender.apecprocurement.gov.in> for details regarding online submission of the RfS.

Bidders are required to procure a Digital Signature Certificate from any Certifying Authorities (CA) in India from the list mentioned in the below URL:

<https://tender.apecprocurement.gov.in/DigitalCertificate/signature.html>

The Digital Signature Certificate is mandatory for participation in e-Procurement. The Bids can be submitted only upon logging-in with the Digital Signature Certificate in the eProcurement portal.

The bidder would be required to register on the eProcurement market place www.eprocurement.gov.in or <https://tender.apecprocurement.gov.in> and submit their bids online. Offline bids shall not be entertained by the Authorized Representative for the tenders published in the e-Procurement platform.

The bidders shall submit their eligibility and Qualification details, Techno-commercial bid, Financial bid etc., in the standard formats displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/Techno-commercial bids and other certificate/documents in the eProcurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity.

2. Receipt and Opening of Bid

Bid must be submitted at the website mentioned in the RfS on or before **xx xxx 2018** (last date of submission of Bid) 13:00 hrs. (IST). If it is a public holiday on the last date for submission of the Bid, the submission and the receipt of the Bid shall be on the next working day. The Techno- commercial Bid and the Financial Bid shall be opened and e-Reverse auction shall be conducted as per the time schedule given in **Clause 3.2** of the RfS.

The Authorized Representative shall abide by the Government Orders G.O. Ms. No. 174, Dated: 01-09-2008, G.O. Ms. No. 11, Dated: 01-07-2003, G.O. Ms. No.4, Dated: 17-02-2005, G.O. Ms. No. 6, Dated: 28-02-2005, G.O. Ms. No. 6, Dated: 11-1-2005 and G.O. Ms. No. Dated: 30-12-2005, while conducting the eProcurement process. The Bidders are requested to read these orders available at <https://tender.apecprocurement.gov.in/html/download.asp>

3. Payment Of Transaction Fee:

It is mandatory for all the participant bidders from 1st January, 2006 to electronically pay a Non-refundable Transaction fee of INR 25,000 to MD APTS., the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. Applicable GST + Bank Charges for Credit Card Transaction of 2.09% (inclusive of service tax) on the transaction amount payable to MD APTS. shall be applicable.

4. Corpus Fund:

As per G.O. Ms. No.4, the User Department/Authorized Representative shall collect INR 25,000/- (Rupees twenty five thousand only) from only Successful Bidders on eProcurement platform before entering into agreement, towards eProcurement fund in favor of Managing Director, APTS. Hence upon declaration of the Successful Bidder(s) as per the provisions of the RfS, the Authorized Representative shall collect this amount from the Successful Bidders(s) and transfer the same to Managing Director, APTS.

5. Nodal Person for enquiries and clarifications

All correspondence, clarifications in respect of the RfS and submission of the Bid shall be addressed to:

Designation: CGM, P&MM IPC

Address: APSPDCL, Kesavayanagunta, Tiruchanoor Road,
Tirupati, Andhra Pradesh - 517501.

Telephone: 0877-2284109, Extn. 200

E-mail id: ce.ipc@aptransco.gov.in.

- 6.** All capitalized words and expressions used in this notification but not defined here in shall have the same meaning as ascribed to them in the Rfs.

Sl.No	Description	
1	Department Name	APSPDCL on behalf of APSPDCL and APEPDCL
2	Office	CGM (P&MM IPC), APSPDCL
3	Tender Number	APSPDCL/LTSPP/xx/2018 Dated xxxxxxxx
4	Tender Subject	Request for Selection of Solar Power Developers for 1000 MW Grid Connected Distributed Solar Photo Voltaic Projects in Andhra Pradesh through competitive bidding route
5	Tender Type	Open tender
6	Tender Category	Competitive bidding power procurement from solar power developers after reverse e-auction
7	Definitions and Interpretations	For the purpose of eProcurement, the following definitions shall apply

		<ul style="list-style-type: none"> • Tender Inviting Authority shall mean the same as Authorized Representative as per the Definitions in this RfS • Tender Documents shall mean the same as the RfS Documents as per the Definitions in this RfS • “Commercial Bid” or “Price Bid” shall mean the same as the Financial Bid as per the Definitions in this RfS • “PQ Bid” shall mean Bid processing fee and EMD as per Clause 3.1 and 3.7.1 of the RfS respectively • “Technical Bid” shall mean the same as “Techno-Commercial bid” as per the terms of the RfS • Bidders shall also upload a checklist of all documents enclosed under Techno-Commercial Bid and Financial Bid and the file name corresponding to each document/format as required under the RfS. This shall be the “PQ Template” or “Technical Template” and this checklist shall be a part of the Techno-Commercial Bid • “EMD/Bid Security” shall mean the same as the EMD as per the provisions of this RfS
8	Bid Bond/Bid Security/EMD (INR)	As specified in Clause 3.7.1 of the RfS as per the prescribed Format 6.3A The actual Bid Bond to be submitted by the Bidder shall be as per Clause 3.7.1 of this RfS
9	Bid Bond/Bid Security/EMD Payable to	Please refer Clause 3.10 of this RfS
10	Transaction Fee	<u>Transaction fee:</u> All the participating bidders who submit the bids have to pay an amount of INR 25,000 & GST applicable as levied by Govt. of India on transaction fee through online in favor of MD APTS. The amount payable to MD APTS is nonrefundable. <u>Corpus Fund:</u> Successful bidder has to pay an amount of INR 25,000 & GST applicable as levied by Govt. of India on the above value, through demand draft in favor of Managing Director, APTS, Hyderabad towards corpus fund at the time of concluding agreement/signing of the Letter of Intent as per the provisions of this RfS
11	Transaction Fee Payable to	MD APTS, Hyderabad, through online payment only.
12	Bid Document Download Start Date	22-xx-2018 15:00 Hrs.
13	Bid Document Download End Date	21-xx-2018 17:00 Hrs.
14	Bid submission closing date	22-xx-2018 17:00Hrs for uploading Prequalification Bid, Techno-Commercial Bid and Financial-Bid
15	Pre-bid meeting	29-xx-2018 11:00 Hrs.
16	Prequalification/ Date	22-xx-2018 15:00 Hrs.
17	Techno-commercial Bid Opening	22-xx-2018 15:00 Hrs.
18	Financial Bid Opening	30-xx-2018 16:00 Hrs.
19	E-Reverse Auction	17-xx-2018 16:00 Hrs.

20	Place of Tender Opening	O/o Chief Engineer, IPC & PS, Vidyut Soudha, Gunadala, Vijayawada
21	Officer Inviting Bids/ Contact Person	CGM P&MM and IPC
22	Address/E-mail id	cgm_ipc@southernpowerap.co.in
23	Contact Details/Telephone, Fax	Telephone - 0877-2284109, Extn. 200 Fax - 0877-2237407
24	Procedure for Bid Submission	<p>The Bidder shall submit the response through Bid submission to the tender on eProcurement platform at https://tender.apecurement.gov.in by following the procedure given below. The Bidder would be required to register on the e-procurement website https://tender.apecurement.gov.in and submit their Bids online. Offline Bids shall not be entertained by the Tender Inviting Authority for the tenders published in eProcurement platform.</p> <p>The Bidders shall submit their Prequalification, Techno-Commercial Bid, Financial Bid etc., in the online standard formats displayed in eProcurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in the eProcurement web site. The Bidder shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidder shall attach all the required documents specific to the RfS after uploading the same during the Bid submission as per the RfS and Bid Documents.</p> <p>1. Registration with eProcurement platform:</p> <p>For registration and online Bid submission Bidders may contact HELP DESK of Vupadhi Techno Services</p> <p>M/s Vupadhi Techno Services, 1st Floor, Ramky Grandiose, S. No :136/2&4, Gachibowli, Hyderabad - 500032, Telangana State Phone: +91 40-39999700, 39999701 Fax: +91 40-39999702 Email: contact@vupadhi.com</p> <p>https://tender.apecurement.gov.in.</p> <p>2. Digital Certificate authentication:</p>

		<p>The Bidder shall authenticate the bid with their Digital Certificate for submitting the Bid electronically on eProcurement platform and the Bids not authenticated by Digital Certificate of the Bidder will not be accepted on the eProcurement platform.</p> <p>For obtaining Digital Signature Certificate, you may please Contact:</p> <p>Andhra Pradesh Technology Services Limited ECO Ritz Building, BMTS Road Near Andhra Bank, Opp. Prasadam Padu Bus Stop Vijayawada – Andhra Pradesh Phone: +91-9963029443, +91-9963029423</p> <p>(OR)</p> <p>Any other Registration Authority in India. The city-wise list of RAs is available by clicking the link "Apply for a Class-2 Certificate" under "Enroll" section in the website "https://www.tcs-ca.tcs.co.in/mca21/index.jsp"</p> <p>3. Hard copies:</p> <p>i) Bidders shall submit hard copies of the Bid Processing Fee as per Clause 3.1.2 and EMD as per Clause 3.7.1 to the address mentioned in the respective clauses of this RfS. Bidders shall also upload scanned copies of these documents (DD towards Bid Processing Fee and Bank Guarantee towards EMD as a part of the PQ Bid on the eProcurement platform</p> <p>ii) All the Bidders shall invariably upload the scanned copies of DD/BG/PO in eProcurement system and this will be one of the key requirements to consider the bid responsive.</p> <p>iii) The Authorized Representative will notify the Successful Bidder for submission of original hardcopies of all the uploaded documents i.e. towards Prequalification, Techno-Commercial Bid and Financial Bid prior to signing of the Letter of Intent (LOI)</p> <p>iv) The Successful Bidder shall invariably furnish the original certificates/documents of the uploaded scanned copies to the Authorized Representative before signing of the LOI, either personally or through courier or post and the receipt of the same within the stipulated date shall be the</p>
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		<p>responsibility of the Successful Bidder. The Authorized Representative will not take any responsibility for any delay in receipt/non-receipt of original, certificates/documents from the successful Bidder beyond the stipulated time. On receipt of documents, the department shall ensure the genuineness of certificates/documents uploaded by the Bidder in eProcurement system, in support of the qualification criteria before concluding the agreement.</p> <p>4. The G.O. Ms. No. 174 -I&CAD dated: 1-9-2008 Deactivation of Bidders</p> <p>If any successful Bidder fails to submit the original hard copies of uploaded certificates/documents, within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the Bidder, the Successful Bidder will be suspended from participating in the tenders on eProcurement platform for a period of 3 years. The eProcurement system would deactivate the user ID of such defaulting Bidder based on the trigger/recommendation by the Authorized Representative in the system. Besides this, the Authorized Representative shall invoke all processes of law including criminal prosecution of such defaulting Bidder as an act of extreme deterrence to avoid delays in the Bid process for execution of the development schemes taken up by the government. Other conditions as per the RfS are applicable.</p> <p>The Bidder is requested to get a confirmed acknowledgement from the Authorized Representative as a proof of original hardcopies submission to avoid any discrepancy.</p> <p>5. Payment Of Transaction Fee:</p> <p>It is mandatory for all the participant Bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee of INR 25,000 to MD, APTS - the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O. Ms.13 dated 07.05.2006. Applicable GST + Bank Charges for Credit Card Transaction of 2.09% (inclusive of service tax) on the transaction amount payable to MD APTS. shall be applicable.</p>
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		<p>6. Corpus Fund: As per GO MS No.4 User departments (Tender Inviting Authority/Authorized Representative) shall collect INR 25,000/- (Rupees twenty five thousand only) from Successful Bidders on eProcurement platform before entering into agreement / issue of LOI, towards eProcurement fund in favor of Managing Director, APTS. Hence upon declaration of the Successful Bidder(s) as per the provisions of the RfS, the Authorized Representative shall collect this amount from all the Successful Bidders(s) and transfer it to Managing Director, APTS.</p> <p>7. RfS Document: The Bidder is requested to download the RfS document and read all the terms and conditions mentioned in the RfS document and seek clarification if any from the Authorized Representative.</p> <p>The Bidder has to keep track of any changes by viewing the Modification/Addendum/Corrigenda issued by the Authorized Representative on time-to- time basis in the E-Procurement platform. The Authorized Representative inviting Bids shall not be responsible for any claims/problems arising out of this.</p> <p>8. Bid Submission Acknowledgement: The Bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique Bid submission number after completing all the prescribed steps and processes by the Bidder. Bidders may also note that the Bids for which an acknowledgement is not generated by the eProcurement system are treated as invalid or not saved in the system. Such invalid Bids are not made available to the Authorized Representative for processing the Bids. The Government of AP and Vupadhi Techno Services is not responsible for incomplete Bid submission by the Bidders.</p>
25	Rights reserved with the Department	Authorized Representative reserves the right to accept or reject any or all of the tenders received without assigning any reasons therefore.
26	General Terms and Conditions	As per the RfS documents.
27.	Other information	Bidders shall contact Vupadhi Techno Services for all queries related to bid submission on the eProcurement platform
28	EProcurement Conditions to be followed, by the suppliers in filling the price form.	1: We, the undersigned, examined the Conditions of Contract, Specification, Special Conditions of Contract, Basic Parameters of the proposed Scheme and subsequent Addendums for the above mentioned works. We have examined, understood and checked these documents and have ascertained that there is no ambiguity in the requirements of the Authorized Representative. We

		<p>accordingly offer to complete the work in conformity with such documents for the price as given in the Financial Bid submitted and attached at the commercial stage</p> <p>2: Note: Financial Bid attached at commercial stage will be considered for commercial evaluation.</p> <p>3:As per the conditions in the folder management, we have extracted the file uploaded and verified the contents of the Zipped files to avoid disqualifications</p> <p>4: We have also read the Note in the folder management; the documents attached to the commercial bid stage will be encrypted and stored. Documents uploaded in Common folder and attached to the technical bid stage shall not be encrypted.</p>
29	Uploading	<ol style="list-style-type: none"> 1. Financial Bid shall be uploaded at the commercial stage available on the eProcurement platform which has an encryption facility 2. The Bidder SHALL AVOID zipping two versions of the same Financial Bid into a single folder. The Authorized Representative shall only open the file specified in the “PQ Template” or “Technical Template” 3. In case the Authorized Representative finds multiple versions of the same Financial Bid in a single zip folder, such Bids are liable to rejection by the Authorized Representative

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1 Introduction and Background

1.1 Introduction

- 1.1.1 The DISCOMs i.e. Southern Power Distribution Company of Andhra Pradesh Limited (“APSPDCL”) and Eastern Power Distribution Company of Andhra Pradesh Limited (“APEPDCL”) intend to procure 1000 MW of solar power in two separate categories i.e. Category A (200 MW) and Category B (800 MW) respectively through competitive bidding route. APSPDCL will be the “Authorised Representative” of the DISCOMs for implementation of “Grid connected Distributed Solar PV Projects in Andhra Pradesh”.
- 1.1.2 Southern Power Distribution Company of Andhra Pradesh Limited (“APSPDCL”), the Authorised Representative wishes to invite proposals for setting up of Grid connected Distributed Solar PV Projects in Andhra Pradesh on “Build Own Operate” basis. Projects selected based on this RfS shall sign PPA with the DISCOMs in line with terms and conditions of this RfS and the PPA. All the clauses in this RfS shall be applicable to both Category A (200 MW) and Category B (800 MW) unless specifically mentioned otherwise.
- 1.1.3 Southern Power Distribution Company of Andhra Pradesh Limited (“APSPDCL”) incorporated under the Companies Act, 1956 is a distribution utility of Andhra Pradesh that has been granted license by APERC for carrying on the business of Distribution and Retail Supply of electrical energy within the Area of Supply and with the powers as per terms of the license.
- 1.1.4 The DISCOMs shall enter into Power Purchase Agreement PPA with the Bidders selected based on this RfS for purchase of solar power selected for a period of 25 years as per Article 3.8 of the PPA.
- 1.1.5 The bidding process shall be carried out for 33/11 kV substations located in AP listed in Annexure D. At each 33/11 kV substation, minimum Solar Project Capacity is 5 MW and maximum Solar Project Capacity is 10 MW subject to availability of PTR capacity at individual 33/11 kV substations. For Category A, the bidders are invited to quote for a capacity of a minimum of 5 MW and a maximum of 10 MW. For Category B, the bidders are invited to quote for a total capacity of a minimum of 100 MW and a maximum of 250 MW. The evaluation of Bids shall be done as per the provisions of the Clause 4 of this RfS.
- 1.1.6 Bidders shall be selected for design, supply, erection, testing and commissioning of grid connected distributed solar photo voltaic projects at different locations in the state of Andhra Pradesh through tariff based competitive bidding process. Technical and Financial Bid shall be submitted simultaneously. Only Financial Bids of technically qualified bidders shall be opened. The selection process shall be through e – Reverse Auctioning process as per Clause 4.1.4.
- 1.1.7 Bidders shall quote single lowest tariff in Rs./kWh inclusive of all taxes and duties. Financial Bids with tariff greater than Rs. 3.20/kWh for Category A and Rs. 3.00/kWh for Category B shall be summarily rejected.
- 1.1.8 The Projects to be selected will provide for deployment of Solar PV Technology. Only commercially established and operational technologies can be used, to minimize the technology

risk and to achieve the timely commissioning of the Projects. Crystalline silicon or thin film or CPV, with or without trackers can be installed. However, the selection of projects would be technology agnostic within the technology mentioned above.

- 1.1.9 The DISCOMS intend to encourage distributed generation across Andhra Pradesh and have accordingly formulated the allocation process detailed in the RFS. **The Authorized Representative reserves the right to change the allocation limits for total Project Capacity and Capacity Limit for 33/11 kV Substations** at any time during the bid process without assigning any reasons whatsoever. Details related to total Capacity are specified in this Scope of Work section of the RFS

1.2 Background

- 1.2.1 Andhra Pradesh is planning to set up Distributed Solar PV projects at various locations at the 33 kV side of 33/11kV power transformer. These projects shall majorly supply power for the Agricultural load connected to downstream feeders. This will reduce Distribution loss because of nearness to load and reduce dependency on grid supply.
- 1.2.2 Andhra Pradesh is having more than 300 sunshine days with average solar insolation of more than 5.0 kWh/m². So the State Government is planning to develop decentralized solar plants in future to reduce T&D losses and to decrease the power purchase cost by leveraging the downward trend of solar tariff.
- 1.2.3 Solar power can be set up in a modular manner and hence suits the requirements of a distributed generation source. This will help in avoiding additional network costs and losses. APSPDCL has identified substations listed as **Annexure D**.
- 1.2.4 Andhra Pradesh has a large agriculture demand and the power supply is usually being given to agricultural consumers in two spells of one each during the day and night. Andhra Pradesh currently has Agricultural load of about 4000 - 5000 MW and is bound to increase with 24x7 supply with the help of Solar power. Distributed solar power can bring in positive impact on the safety of farmers while reducing transmission and distribution loss and reducing investment in Transmission lines. GoAP is encouraging serious Solar Power Developer to participate in this tender to make this initiative successful.

2 Definitions

Any capitalized term, used but not defined in this RfS, shall have the meaning ascribed to such term in the PPA. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the APERC/CERC (Terms and Conditions of Tariff Regulations 2004, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

Following terms used in the document will carry the meaning and interpretations as described below:

“Affiliate” shall mean a Company that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with, a company developing a Project or a **Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;**

“APERC” shall mean Andhra Pradesh Electricity Regulatory Commission

“Authorised Representative” shall mean the body corporate authorized by the AP DISCOM(s) i.e. Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) to carry out the bidding process for the selection of the Successful Bidder(s) on their behalf as defined in Clause 1.1.2 of this RfS.

“Bid” shall mean the Techno-commercial Bid and Financial Bid submitted by the Bidder, in response to this RfS, in accordance with the terms and conditions thereof

“Bid Capacity” shall mean the total Capacity submitted by the Bidder

“Bidder” shall mean Bidding Company or a Bidding Firm or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Firm/ Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;

“Bidding Company” shall refer to such single Company that has submitted the response in accordance with the provisions of this RfS.

“Bidding Consortium” or “Consortium” shall refer to a group of Companies that have collectively submitted the Bid in response to this RfS in accordance with the provisions of this RfS. For Category A, Consortium shall refer to group of Bidding Firms.

“Bidding Firm” shall mean a sole proprietorship firm or a partnership firm registered under the Indian Partnerships Act, 1932 as amended from time to time, that has submitted the Bid in response to this RfS.

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this RfS as specified in Clause 3.2 of the RfS

“Bid processing fee” shall have the same meaning as provided in clause 3.1.2 of this RfS.

“Bid Validity” shall have the same meaning as provided in section 3.13 of this RfS

“Capacity Limit” shall be as per the provisions of Clause 3.4.2 of this RfS

“Capacity Utilization factor” (“CUF”) shall have the same meaning as provided in the PPA.

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“Commercial Operation Date (COD)” shall have the same meaning as provided in the PPA;

“Contracted capacity” shall have the same meaning as provided in the PPA;

“Controlling Shareholding” shall mean not less than 51% of the voting rights and paid up share capital (including fully, compulsorily and mandatorily convertible Preference shares/ Debentures) in the Company/Bidding Firm/Consortium, as applicable;

“Delivery Energy” shall have the same meaning as provided in the PPA

“DISCOM” shall mean power Distribution Company limited of Andhra Pradesh. In this RfS, DISCOMs shall refer to Southern Power Distribution Company of Andhra Pradesh (APSPDCL) and Eastern Power Distribution Company of- Andhra Pradesh (APEPDCL);

“EMD” shall have the same meanings provided in clause 3.7.1 of this RfS.

“Effective Date” shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;

“Financial Bid” shall mean the documents and formats as specified in Clause 3.6.3 and Clause 3.11.1 (C) of the RfS

“Financial Closure or Project Financing Arrangements” means arrangement of necessary funds by the Solar Power Developer 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 as per the provisions of the PPA;

“Firm” shall mean a sole proprietorship firm or a partnership firm registered under the Indian Partnerships Act, 1932 as amended from time to time;

“Group Company” of a Company means (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company or (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such Company or (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the

ownership of securities or agreement or any other arrangement or otherwise or (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise. However, above mentioned provisions are not applicable in case of Public Sector Undertakings/Enterprises;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;

“Inter-connection Point / Injection Point/Delivery Point” shall have the same meaning as provided in the PPA;

“Lead Member of the Bidding Consortium” or “Lead Member” “There shall be only one Lead Member, having the largest shareholding of not less than 51% in the Bidding Consortium and cannot be changed till 1 year after the Commercial Operation Date (COD) of the Project;

“Letter of Intent” or “LoI” shall mean the letter issued by the Authorised Representative to the Selected Bidder for award of the Project;

“Limited Liability Partnership” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

“Member in a Bidding Consortium” or “Member” shall mean each Bidding Company or Bidding Firm in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company;

“Parent” shall mean a Company, which holds more than 50% equity either directly or indirectly in the Bidding Company or Bidding Firm or a Member in a Consortium developing the Project. For Category A, the Parent shall refer to a Firm.

“PPA” shall mean the Power Purchase Agreement signed between the successful SPDs and DISCOM according to the terms and conditions of the PPA enclosed with this RfS;

“Power Project” or “Project” shall mean the solar power generation facility injecting solar powered at Inter-connection Point. This includes all units and auxiliaries such as water supply, treatment or storage facilities, bay/s for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to DISCOM(s) as per terms of the PPA;

“Project Company” shall mean the Company incorporated by the Successful Bidder as per Indian Laws for the implementation of Project selected based on this RfS.

“Project Capacity” shall mean installed capacity of a Project

“Quoted Tariff” shall mean charges for any Tariff Year after commencement of supply of power as per the terms of the PPA, quoted by the Bidder as per the prescribed Format 6.10 or such revised by the bidder in e-Reverse Auction and shall be construed to be at the Interconnection Point as mentioned in its Bid;

“Qualified Bidder” shall mean the Bidder (s) who, after evaluation of their Techno-Commercial Bid as per Clause 4.1.1 and 4.1.2 of the RfS, stand qualified for opening and evaluation of their Financial Bid(s);

“RfS document” shall mean the bidding document issued by Authorised Representative including the PPA and all attachments vide RfS no. **APSPDCL/LTSPP/02/2018 dated:22/05/2018** for ‘Selection of Solar Power Developers for installation and commissioning of grid connected Distributed Solar Photo Voltaic Projects at different locations in the state of Andhra Pradesh through tariff based competitive bidding process’

“Scheduled Commercial Operation Date (SCOD)” shall mean the scheduled date, **nine (9) months from the Effective Date;**

“STU” or “State Transmission Utility” shall mean APTRANSCO

“Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

“Solar PV Project” shall mean the Solar Photo Voltaic power Project that uses sunlight for direct conversion into electricity through Photo Voltaic technology;

“Solar Power Developer” or “SPD” shall mean the Bidder who has been selected based on this RfS issued by Authorised Representative for execution of SPV Projects;

“Tariff Year” shall mean the each period of 12 months beginning from the COD. The last Tariff Year shall end on the date of expiry or termination of this Agreement as applicable;

“Techno-Commercial Bid” shall mean the documents and formats as specified in Clause 3.11.1(A) and (B) of the RfS;

“Technology Partner” shall mean an entity from which the Bidder proposes to take technology support. This entity cannot be a Member in more than one Bidding Consortium;

“Ultimate Parent” shall mean a Company, which owns more than fifty percent (50%) equity either directly or indirectly in the Parent and Affiliates. For Category A, Ultimate Parent shall refer to a Firm;

3 Bid information and instructions to Bidders

3.1 Obtaining RfS document & Processing Fees

- 3.1.1 All those interested parties can download the RfS from <https://tender.apecurement.gov.in>. All information related to submission of response to this RfS and the Bid shall be available at the aforementioned website.
- 3.1.2 Prospective Bidders interested to participate in the bidding process are required to submit their Bids in response to this RfS document along with a non- refundable Bid Processing Fee of INR 10,000/- (Rupees Ten Thousand only) per MW of offered Capacity subject to a maximum of INR 2,00,000 (Rupees Two Lakh only) per Bid offered by the Bidder in the form of DD / Pay Order payable in favour of “Pay officer, APSPDCL, Tirupati”, payable at Tirupati or through RTGS to Account No. 52089645509, IFSC code: SBHY0020328, PAN NO: AAHC4056Q. A Bidding Company / Consortium will be eligible to participate in the bidding process only on submission of Bid Processing Fee.
- 3.1.3 Bidders shall provide the above non-refundable Bid Processing Fee in the form of DD/Pay Order at the following address of the Authorized Representative, on or before the Bid Deadline

**O/o Chief Engineer/IPC & PS/APPCC
48-12-4/1, Eluru Rd, Gunadala, Vijayawada,
Andhra Pradesh 520008.**

- 3.1.4 Notwithstanding anything to the contrary contained in this RfS, the Authorised Representative shall open the Techno-commercial Bid of the Bidder, only upon receipt of the above non-refundable processing fee on or before the Bid Deadline.

3.2 Timelines for bidding process

The Bidders shall submit their Bids based on the conditions specified in this RfS document. The last date for submission of Bids i.e. Bid Deadline is given in the table below. No Bids shall be accepted beyond the Bid Deadline.

S.No.	Event	Schedule
1	Date of issue of RfS	
2	Pre-Bid meeting	
3	Revision of RfS and PPA and issuance of revised RfS and PPA if any	
4	Bid document download end date	

5	Bid Deadline i.e. Last Date for submission of Bids	
6	Opening of Prequalification Bid	
7	Opening of Techno-Commercial Bids	
8	Notification of Qualified Bidders (based on Techno-Commercial criteria)	
9	Opening of Financial Bids	
10	Notification of shortlisted Bidders for e Reverse Auction	
11	E Reverse Auction	
12	Issue of LoI to Successful Bidders	
13	Signing of PPA	

The Authorised Representative reserves the right to change the above Bid process timelines. However the Authorised Representative shall notify prospective Bidders through email/notification on website/eProcurement platform regarding changes to the above timelines

3.3 Bid Capacity allowed for a Bidder

- 3.3.1 The Company, including its Parent, Affiliate or Ultimate Parent or any Group Company may submit Bids. Provisions of Clause 3.12 of RfS shall apply for submission of Bids by the Bidder
- 3.3.2 For Category A (200 MW), Bidder can bid for a minimum of 5 MW and a maximum of 10 MW. At each 33/11 kV substation, minimum and maximum Project Capacity to be installed is 5 MW and 10 MW, respectively, subject to availability of PTR capacity.
- 3.3.3 For Category B (800 MW), Bidder can bid for a minimum of 100 MW and a maximum of 250 MW. At each 33/11 kV substation, minimum and maximum Project Capacity to be installed is 5 MW and 10 MW, respectively, subject to availability of PTR capacity.

3.4 Project Scope and Technology Selection

The SPD shall set up Solar PV Project(s) including the distribution/transmission network up to the Interconnection Point in line with Clause 3.4.1, at its own cost and in accordance to the provisions of this RfS document. The SPD/Successful Bidder shall be solely responsible for obtaining all permits and clearances required for setting up of the Project including those required from State Government and local bodies. The Projects to be selected under this RfS shall deploy PV Technology only. However, the selection of Projects would be technology agnostic within PV technology and Crystalline silicon or Thin film or CPV, with or without Trackers can be installed.

3.4.1 Scope of Project

Notwithstanding anything to the contrary contained in this RFS, the detailed terms specified in the draft PPA shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder this RFS shall continue to have effect in addition to its obligations under the PPA

S.No.	Scope	Details
1	Contract Period (in years)	25 years from the COD of the Project
2	Required Capacity	Category A: 200 MW Category B: 800 MW
3	Scheduled Commercial Operation Date (SCOD)	Within Nine (9) months from signing of the PPA .
4	Quoted Tariff	Bidders shall submit their Quoted Tariff capped at Rs. 3.20 per kWh for Category A and Rs. 3.00 per kWh for Category B inclusive of all taxes and duties and specify the same in the Financial Bid as per Format 6.10 of this RfS;
5	Arranging Transmission Access	<ul style="list-style-type: none"> i) The SPD shall be wholly responsible for arranging transmission access from the station switchyard of the Project up to the Interconnection Point ii) The Project should be designed for interconnection with the distribution/ transmission network of DISCOM or APTRANSCO at voltage level of 33 kV. iii) The responsibility of obtaining connectivity with the distribution/ transmission system will lie with the SPD. Transmission of power to the point of interconnection at substation of DISCOM/APTRANSCO where the metering is done shall be the responsibility of the SPD at its own cost. The installation of equipment for metering will be the responsibility of the SPD as per Central Electricity Authority (CEA) norms. iv) The interconnection line from Project switchyard to the Location has to be constructed and maintained by the SPD at his cost. The entire cost of transmission including cost of procurement of land for bay (if any), construction of lines, metering equipment, losses, supervision charges etc., from the Project up to the Interconnection Point shall be

S.No.	Scope	Details
		<p>borne by the SPD and shall not be reimbursed by licensees. Right of way (RoW) for laying of the interconnection lines shall lie with the SPD.</p> <p>v) The measurement, billing and accounting of energy delivered by the Project at the Interconnection Point will be maintained by the APTRANSCO/ DISCOM.</p>
6	Tariff Payment	<p>The DISCOM shall pay Tariff to the Solar Project Developer in the following manner-</p> <ul style="list-style-type: none"> For energy delivered to the DISCOM corresponding to more than 21% CUF in any Tariff Year, DISCOMs shall have first right of refusal to purchase such excess power from SPD. If DISCOMS are willing to purchase such excess power from SPD then the same shall be done at 75% of the Quoted Tariff. The SPD shall ensure energy delivered corresponding to a minimum CUF limit of 16% failing which compensation shall be payable to the DISCOM. The amount of compensation shall be payable at 25% of the Tariff for that Tariff Year for the shortfall in energy delivered below the minimum CUF limit of 16%. For example, if annual CUF in any Tariff Year is 12%, then compensation shall be payable for shortfall in generation corresponding to CUF of 4% to Discoms.
7	Financial closure, synchronisation, commissioning, commercial operation, billing, payment etc.	<p>Please refer to the enclosed draft PPA. The SPD shall sign PPA as per Clause 3.8 of this RfS.</p> <p>Bidders may refer to the draft PPA attached with this RfS for detailed provisions.</p>
8	Clearances for implementing the Project	<p>The SPD is solely responsible for obtaining necessary clearances and permits as required for setting up the Solar PV Power Projects.</p>

3.4.2 Substation-wise Project Capacity limits

The detailed 33/11kV substation-wise capacity limit and the overall capacity distribution is provided in Annexure D. Bidders shall be selecting these substations post the respective e-Reverse Auction stages of Category A and Category B.

3.4.3 Segregation of Bids into Category A and Category B

- a) A Bidder or its Affiliate or Parent or Ultimate Parent or Group Company shall not be allowed to bid for both categories i.e. Category A and Category B. Any such bid for both categories shall be summarily rejected.
- b) Technical eligibility criteria shall be different for Category A and Category B. Refer Clause 3.5.3 of this RfS for the same.
- c) Financial eligibility criteria shall be different for Category A and Category B. Refer Clause 3.5.2 of this RfS for the same.

3.5 Qualification Requirements

Evaluation of Bids will be based on meeting the general, prequalification (PQ), financial and technical qualification requirements. Any Bidder who meets the Qualification Requirements stated herein shall be “Qualified Bidder” for the purpose of evaluation under this RfS

3.5.1 General eligibility

- i. For Category A, the Bidder shall be a Bidding Firm or Limited Liability Companies (LLC) registered in Andhra Pradesh on or before 1st April, 2017. Bidders are required to submit Partnership deed, as applicable, a self-attested copy of registration with the Registrar of Companies/Registrar of Firms and proof of GST Registration along with its Bid.
- ii. For Category B, the Bidder should be a Bidding Company, either a body incorporated in India under the Companies Act 1956 or Companies Act, 2013 as applicable.
- iii. Bidding Consortium shall be allowed to submit with one of the Members as Lead Member. Consortium shortlisted based on this RfS has to necessarily form a Project Company and get it registered under the Indian Companies Act, 1956 or Companies Act, 2013 as applicable, before signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case multiple Projects are proposed to be developed by a Consortium, separate Project Companies can be formed for each Project.
- iv. A foreign company can also participate on standalone basis or as a Member of Consortium at the RfS stage. But before signing of PPA it has to form an Indian Company registered under the Indian Companies Act, 1956 or Companies Act, 2013 as applicable, keeping the original shareholding of the Bidding Company/Consortium unchanged.
- v. A Bidding Company which has been selected as Successful Bidder based on this RfS can also implement the Project through a Special Purpose Vehicle (SPV). However the SPV has to be registered under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable before signing of PPA keeping the original shareholding of the Bidding Company unchanged. In case multiple Projects are proposed to be developed by a Bidding Company, separate SPV can be formed for each Project.

- vi. Limited Liability Companies (LLC) shall be eligible subject to the condition that such Companies are able to demonstrate the net worth requirement in the Company's name only. Net worth of Individuals/ Partners shall not be considered for meeting the net worth requirement. Such Bidders shall have to submit the net worth certificate in line with requirement stipulated in Clause 3.5.2, in the name of the Limited Liability Company at the time of submission of their Bids. In case such Bidder is not able to submit net worth certificate in line with the above, their Bids shall be summarily rejected by Authorised Representative. Further, if such Limited Liability Companies are selected as Successful Bidders, they will have to register as a Company under the Indian Companies Act, 1956 or Companies Act, 2013, as applicable, before signing of PPA, keeping the original shareholding of LLC unchanged. In such cases, it will also be mandatory on the part of such Limited Liability Companies to infuse equity to create the minimum net worth in line with the requirement stipulated in Clause 3.5.2 given below i.e. 30% of minimum net worth requirement to be demonstrated before signing of PPA and the balance 70% on or before Financial Closure, into the company registered in India. In case LLC fails to incorporate as an Indian Company before signing of PPA or is unable to demonstrate infusion of equity towards net worth in to the Company registered in India or is not able to sign PPA with Authorised Representative, EMD of such Bidders shall be forfeited..

NOTE: Limited Liability Companies (LLC) shall be eligible only for those LLCs which are formed by Companies.

3.5.2 Financial Eligibility Criteria

Net Worth

- i. The Net Worth of the Bidding Company/ Bidding Consortium should be equal to or greater than the value calculated at the rate of **INR 50 Lakhs per MW and INR 1 Crore per MW of the Bid Capacity for Category A and Category B**, respectively, in any one of the last three (3) financial years i.e. FY2014-15, FY2015-16, and FY2016-17, .
- ii. Net Worth shall be calculated along the following lines:

Net Worth

= Paid up Equity share capital*

Add:	Free Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses.

* Note - Paid-up Share Capital will include:

1. Paid-up equity share capital and
2. Fully, compulsorily and mandatorily convertible Preference Shares and
3. Fully, compulsorily and mandatorily convertible Debentures.
 - a) Share premium will form an integral part of Net Worth provided it is realized in cash or cash equivalents. However, this condition will not apply in case of listed companies

- iii. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.
- iv. A Company/ Consortium would be required to submit annual audited accounts for the last three financial years (or if the period of existence of the Company is less than three Years, then starting from the year of incorporation) viz. **FY 2014-15, FY 2015-16 and FY 2016-17** indicating the year which should be considered for evaluation along with a net worth certificate from a Chartered Accountant/Statutory Auditor to demonstrate fulfilment of the criteria.

Note: For foreign Bidders, in case the accounting year followed by the Bidder's country is based on calendar year, then annual audited accounts can be submitted for calendar years 2015, 2016 and 2017 or any other accounting year as followed by the law of the respective country.

- v. If the Bid is submitted by a Consortium, then the financial requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company and cumulative net worth of members of consortium would be considered.
- vi. Any Consortium, if selected, shall, for the purpose of supply of power to DISCOM, incorporate a Project Company with equity participation by the Members in line with Consortium Agreement (to be submitted along with Bid) before signing the PPA with DISCOM, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of Bid submission. **This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights) shall not change from Bid Deadline up to One (1) Year after the COD of the Project**
- vii. For avoidance of any doubts, it is clarified that fully, compulsory and mandatory convertible Preference shares/ Debentures convertible at any date, or equity in the name of Promoter shall necessarily remain **not less than 51% from Bid Deadline up to completion of 1 year after COD.**

However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder and the Lead Member in the Project Company at least up to one year after the COD of the Project.

Further, such change in shareholding would be subjected to continued fulfilment of the financial and technical criteria, by the Project Company.

- viii. **The Bidder may be permitted to reckon the qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Qualification Requirements. In case of the Bidder being a Bidding Consortium, any Member may be permitted to reckon the qualification on the basis of financial capability of its Affiliate(s).**
- ix. For both Categories, whether or not financial resources of Affiliate(s) are relied upon to achieve the required net worth, the required net worth equivalent to 30% of the minimum equity contribution of Rs. 0.3 Crore/MW of the Contracted Capacity has to be infused in the Project

Company before signing of PPA and another Rs. 0.7 Crore/MW of the Contracted Capacity on or before the date of Financial Closure. A copy of Return filed by the Bidder and duly acknowledged by ROC for registering the shareholding and its terms & conditions must also be submitted along with the Bid and also before signing of PPA.

- x. It is not necessary to have the Technology Partner at the RfS stage. Further it is also not necessary for the Technology Partner to have an equity stake in the Bidding Company/Bidding Firm/Consortium. However if the Technology Partner has an equity participation in Bidding Consortium then such equity participation shall not exceed ten (10) percent.

3.5.3 Technical Eligibility Criteria

- i. The Bidder shall deploy only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate details regarding the selection of technology and its details along with the Bid in the prescribed Format 6.9. However, the Successful Bidder has to confirm the technology selected in line with the above at the time of Financial Closure. The technology, including the technology partner, proposed at the time of Bid submission can be changed at the time of Financial Closure. However, the Bidder shall provide proof and credentials to the satisfaction of the DISCOM(s) that the technology proposed by him has been in successful operation in at least one Project anywhere in the world at the time of Financial Closure. Any such change in technology including the technology partner shall have to be approved by the Authorised Representative.
- ii. The Bidder is required to furnish evidence of meeting the above criteria. The undertaking shall be submitted as per enclosed Format 6.8.
- iii. Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure – A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A to make the Project technically eligible.
- iv. The Bidder or the Technology Partner in case of a Bidding Consortium should have the following technical capacity:
 - a. Experience of Supply, installation, testing, and commissioning and maintenance/after sale services of solar PV Panels for a minimum cumulative capacity of 100 MW_p installed capacity in the last three (3) financial years i.e. FY2014-15, FY2015-16 and FY2016-17 in India

In case of a Bidding Consortium, the Technology Partner claiming relevant technical experience for meeting the Technical Criteria shall have a minimum equity share capital of 10% (Ten Percent) of the subscribed and paid up equity in the Bidding Consortium ("Technical Member"). The Technical Member shall be required to maintain a minimum equity share capital of 10% (Ten percent) of the subscribed and paid up share capital in the Project Company till the Commercial Operation Date of the relevant Project in accordance with the provisions of the RFS Documents.

The Technical Eligibility Criteria under this Clause shall be applicable only for Category B (800 MW). There is no Technical Eligibility Criteria for Category A (200 MW).

- v. The development of project for the purpose of meeting the Technical Eligibility Criteria shall

mean successful commissioning of the projects as mentioned in Cause 3.5.3 (iv) on its balance sheet or by a project company in which the bidder or participating entity held an equity share capital of not less than 26% (twenty six percent) of the subscribed and paid up equity at the time of commissioning of such project.

- vi. In the event the Bidder seeks to satisfy the criteria mentioned in Clause 3.5.3 (iv) as an EPC provider, the Bidder, shall be required to submit completion certificates from the respective developers in the name of the Bidder.
- vii. In case the Bidding Company or the Technical Member seeks the qualification on the basis of technical capability of its Parent Company and/or Ultimate Parent Company and/or its Affiliate(s) for the purpose of meeting the Technical Criteria, such entity shall be required to maintain the status of its relationship as a Parent Company, Affiliate or Ultimate Parent Company of the Bidding Company or the Technical Member as was prevalent at seven (7) days prior to Bid Deadline, up to the COD of the Project. The Bidding Company/Technical Member utilizing the credentials of its Affiliate/Parent/Ultimate Parent shall be required to furnish documentary evidence as specified the RFS.
- viii. The Bidder is required to furnish evidence of meeting the criteria mentioned in Clause 3.5.3 (iv). The undertaking shall be submitted as per enclosed along with relevant proofs.. Experience certificate needs to be attested by a Notary Public for experience within India.

3.6 Details of Financial Bid

- 3.6.1 Bidders shall indicate a one Quoted Tariff in INR per kWh along with Capacity they intend to bid.
- 3.6.2 Bidder(s) shall submit their Financial Bid(s) as per Format 6.10 of this RfS.
- 3.6.3 As part of the Financial Bid i.e. Format 6.10, for each of the project where the Bidders intend to develop, the Bidders will be required to quote single tariff for the PPA tenure in Format 6.10 prescribed in Section 6 of this RfS (Quoted Tariff).
- 3.6.4 Bids with tariff greater than INR 3.20/kWh in case of Category A and INR. 3.00/kWh in case of Category B shall be summarily rejected.

3.7 Earnest Money Deposit (EMD) and Performance Bank Guarantees (PBG)

- 3.7.1 **Earnest Money Deposit (EMD)** of Rs.10 Lakh per MW of Bid Capacity in the form of Bank Guarantee according to Format 6.3A and valid for a period until thirty (30) days from Bid Validity as per clause 3.13 of this RfS, shall be submitted by the Bidder along with the Bid failing which the Bid shall be summarily rejected.
- Further, in the event that a Successful Bidder is not able to submit Bank Guarantee of the requisite value(s) towards Performance Bank Guarantee for full project Capacity within thirty (30) days of issue of LoI by Authorised Representative or the Successful Bidder is not able to sign PPA(s) with DISCOM(s) within thirty(30) days of issue of LoI by Authorised Representative for full Project Capacity, then the Authorised Representative shall have the right to forfeit the amount of EMD submitted by the Bidder.
 - EMD of the Successful Bidders shall be returned within ten (10) days of receipt of Performance Guarantee and execution of the PPA with the SPD
 - EMD of all Bidders who don't qualify for opening of Financial Bids i.e. who are declared as non-responsive under Clauses 4.1.1 or 4.1.2 as applicable shall be returned within ten (10) days of opening of Financial Bid
 - The Successful Bidders at the time of issuing of LoI are precluded from withdrawing from the bid process. The Authorised Representative shall forfeit the EMD in the event of such withdrawal.
 - The EMD of Successful Bidders shall be forfeited is such bidder fails to choose locations for the capacity that he bid during e-Reverse Auction.
- 3.7.2 **Performance Bank Guarantee (PBG):** Successful Bidders, selected by the Authorised Representative, based on this RfS shall submit Performance Bank Guarantee for a value calculated at Rs 20 Lakh / MW per Project before the signing of PPA. It may be noted that Successful Bidders shall submit the Performance Bank Guarantee according to the Format 6.3B for a value calculated at Rs 20 Lakh/MW for each Project location with a validity period of six (6) months from the Scheduled COD.
- Performance Bank Guarantee calculated at Rs.20Lakh/MW shall be submitted in three (3) Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% for each Project location for which PPA is to be signed. On receipt and after verification of the Performance Bank

Guarantee in acceptable form and after signing of the PPA, the earlier Bank Guarantees submitted towards EMD shall be returned to the Successful Bidder.

b. Performance Guarantees shall be submitted separately for each Project.

- 3.7.3 The Bidder shall furnish the Bank Guarantees from any of the Banks listed at Annexure-C to Authorised Representative/DISCOM as applicable.
- 3.7.4 The format of the Bank Guarantees prescribed in the Formats 6.3 A and 6.3 B shall be strictly adhered to and any deviation from the above formats may result in rejection of the EMD/PBG and consequently, the Bid.
- 3.7.5 The SPDs selected based on this RfS are required to sign PPA with DISCOMs within 15 days after the issue of LoI. In case, a DISCOM offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not submit the requisite documents as per Clause 3.11 or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee submitted towards EMD shall be forfeited by Authorised Representative.
- 3.7.6 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.
- 3.7.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- 3.7.8 In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- 3.7.9 After the bidding process is over, Authorised Representative shall release the Bank Guarantees of the unsuccessful Bidders within seven (7) days after the issue of Letter of Intent (LoIs) to the Successful Bidders. The PBG of SPDs shall be returned to the SPD within three (3) months from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per provisions of the PPA.

3.8 Power Purchase Agreement (PPA)

- 3.8.1 DISCOMs shall enter into Power purchase agreement (PPA) with Successful Bidders for Allocated Capacity finalized with the Successful Bidders based on this RfS. A copy of draft Power Purchase Agreement to be executed between DISCOMs and the Successful Bidders shall be uploaded on the website <https://tender.apeprocurement.gov.in> along with this RfS. The PPA shall be signed within fifteen (15) days of the date of issue of Letter of Intent (LoI). The PPA shall be valid for a period of twenty five (25) years from the COD of the Project which is subject to approval of APERC. Such an approval shall be obtained by DISCOMS soon after entering PPA.
- 3.8.2 Separate PPA shall be executed for each Project that the Successful Bidder intends to develop pursuant to the provisions of this RfS.
- 3.8.3 In case the Bidder intends to form a Project Company as per Clause 3.5.2 of the RfS, then such Project Company will be the SPD for the execution and implementation of the PPA

- 3.8.4 Before signing of PPA with the Successful Bidders, Authorised Representative will verify the documents furnished by the Bidders at the time of Bid submission including meeting the net worth criteria and the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Authorised Representative at this stage may also ask the Bidders to furnish the audited balance sheet of the previous month along with complete Bank Statement starting from Bid submission date till date along with a copy of the documents submitted with ROC which became due during this period. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way then the relevant provisions contained in this RfS will be applicable.
- 3.8.5 Before signing of PPA the Authorised Representative shall check for fulfilment of all obligations of Successful Bidder specified in this RfS and Authorised Representative shall have the right to forfeit the EMD in case the Successful Bidder does not fulfil any of the obligations.

3.9 Minimum Equity Requirements

- 3.9.1 The Company setting up the Project shall provide the information about the promoters and their shareholding in the Company to Authorised Representative indicating the Controlling Shareholding at the time of Bid submission to Authorised Representative.
- 3.9.2 No change in the shareholding of the Bidding Company or Bidding Firm or Lead Member in a Bidding Consortium developing the Project(s) shall be permitted from Bid Deadline till the execution of the PPA. However, in case the Project(s) are being set up by a listed Company, this condition will not be applicable.

3.9.3 After execution of PPA, the Bidding Company or Bidding Firm shall ensure that the percentage of its controlling shareholding in the Project Company setting up the Project shall not fall below 51% (fifty one percent) at any time prior to one (1) year from COD, except on prior approval from the DISCOM. Thereafter, any change can be undertaken under intimation to the DISCOM.

3.9.4 In case of Consortium, the Lead Member shall ensure that the combined shareholding of the consortium members in the Project Company executing the PPA, shall not fall below 51% at any time prior to one (1) year from the COD, except with the prior approval of the DISCOM.

3.9.5 Any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken under intimation to DISCOM.

3.9.6 Whether or not financial resources of Parents and / or Affiliate(s) are relied upon to achieve the required net worth, the required net worth equivalent to 30% of the minimum equity contribution i.e. Rs. 0.3 Crore/MW of the Contracted Capacity has to be infused in the Project Company before signing of PPA and another Rs. 0.7 Crore/MW of the Contracted Capacity on or before the date of Financial Closure.

3.10 Submission of Bid by the Bidder

- 3.10.1 The Bidder shall submit his response through Bid submission to the RfS on eProcurement platform at www.eprocurement.gov.in by following the procedure given below.

- 3.10.2 The Bidder would be required to register on the e-procurement market place www.eprocurement.gov.in or <https://tender.apeprocurement.gov.in> and submit their Bids online. Offline bids shall not be entertained by the Authorised Representative for this RfS.
- 3.10.3 The Bidder shall upload Prequalification Bid, Techno-Commercial Bid and the Financial Bid on the website specified in Clause 3.10.1 of the RfS. The information pertaining to Techno-Commercial Bid and the Financial Bid shall be scanned and uploaded by the Bidder as per the formats specified in Section 6 (Formats for RfS) of this RfS.
- 3.10.4 The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their Qualification Requirement and other certificate/documents in the eProcurement web site. Each format has to be duly signed and stamped by the authorised signatory of the Bidder. The scanned copy of such signed and stamped format shall be uploaded by the Bidder on the website specified in Clause 3.10.1 of the RfS
- 3.10.5 Further, in addition to above, the Bidder shall send processing fee in the form of DD/Pay Order as per Clause 3.1 of the RfS and EMD in the form of Bank Guarantee as per Clause 3.7 of the RfS, in original, on or before the Bid Deadline, to the address mentioned below:
- O/o Chief Engineer/IPC/APPCC
48-12-4/1, Eluru Rd, Gunadala,
Vijayawada, Andhra Pradesh
520008,**
- 3.10.6 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/pamphlets. Non-adherence to formats and/or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorised signatory of the Bidder. The scanned copy of such signed and stamped format shall be uploaded by the Bidder on the website specified in Clause 3.10.1 of the RfS
- 3.10.7 The Bidder shall furnish documentary evidence in support of meeting Qualification Requirements set forth in Clause 3.5 of the RfS to the satisfaction of the Authorized Representative
- 3.10.8 In case of a Bid submitted by a Bidding Consortium, the Lead Member shall designate one person to represent the Consortium in its dealings with the Authorised Representative. The person designated by the Lead Member shall be authorised through a Board Resolution (as per Format 6.4 of the RfS) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid on behalf of the Consortium, etc.
- 3.10.9 In case of a Bid submitted by a Bidding Company, the Bidding Company should designate one person to represent the Bidding Company in its dealings with the Authorised Representative. The person should be authorised to perform all tasks including, but not limited to providing information, responding to queries, signing of Bid etc. The Bidding Company should submit, along with the Bid, a Board Resolution (as per Format 6.4 of the RfS), authorizing the signatory of the Bid

3.10.10 Steps for Eprocurement

1) Registration with eProcurement platform:

For registration and online Bid submission Bidders may contact HELP DESK of **Vupadhi Techno Services.**

**M/s Vupadhi Techno Services, 1st Floor,
Ramky Grandiose,**

**S. No: 136/2&4, Gachibowli, Hyderabad -
500032, Telangana State Phone: +91 40-
39999700, 39999701 Fax: +91 40-39999702**

Email: contact@vupadhi.com

<https://tender.apecprocurement.gov.in>

2) Digital Certificate authentication:

The Bidder shall authenticate the bid with his Digital Certificate for submitting the Bid electronically on eProcurement platform and the Bids not authenticated by Digital Certificate of the Bidder will not be accepted on the eProcurement platform. For obtaining Digital Signature Certificate, the Bidder may contact:

Andhra Pradesh Technology Services Limited ECO Ritz
Building, BMTS Road

Near Andhra Bank, Opp. Prasadam Padu Bus Stop Vijayawada –
Andhra Pradesh

Phone: +91-9963029443, +91-9963029423

(OR)

Any other Registration Authorities of any Certifying Authorities in India. The list of certifying authorities are available on the link –

<https://tender.apecprocurement.gov.in/DigitalCertificate/signature.html>

3) Hard Copies:

The Bidder shall send processing fee in the form of DD/Pay Order as per Clause 3.1 of the RfS and EMD in the form of Bank Guarantee as per Clause 3.7 of the RfS, in original, on or before the Bid Deadline, to the address mentioned below:

**O/o Chief Engineer/IPC/APPCC 48-12-
4/1, Eluru Rd, Gunadala, Vijayawada,
Andhra Pradesh 520008,**

4) Payment of transaction fee

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a **Non-refundable Transaction fee of INR 25,000** to M/s. APTS, the service provider through “Payment Gateway Service on E-Procurement platform”. The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. **Applicable GST + Bank Charges** for Credit Card Transaction of 2.09% (inclusive of Service Tax) on the transaction amount payable to APTS shall be applicable.

3.11 Instructions to Bidders for Bid Submission

- 3.11.1 The Bids in response to this RfS shall be submitted by the Bidders in the manner provided in Clause 3.10 of the RfS. The Bid shall comprise of the following:

A) Prequalification Bid comprising of

1. Scanned copy of the DD/Pay Order towards processing fee and
2. Scanned copy of EMD in the form of Bank Guarantee as per Format 6.3 A in accordance with Clause 3.7 of the RfS

B) Techno-commercial Bid comprising of

1. Covering Letter as per **Format 6.1**
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 6.2**. In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid
3. Earnest Money Deposit (EMD) in the form as per **Format 6.3 A** in accordance with Clause 3.7 of the RfS
4. Performance Guarantee (to be submitted at the time of signing of PPA) in the form as per **Format 6.3 B** in accordance with Clause 3.7 of the RfS
5. Board Resolutions, as per prescribed formats enclosed as **Format 6.4** (to be filled out separately for each Project) duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - i) Board resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid and in the event of selection of the Projects, to sign the PPA with the DISCOM(s);
 - ii) Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium); and
 - iii) Board Resolutions from Parent and /or Affiliate (whose credentials were used in the Bid), of the Bidding Company / any Member of the Bidding Consortium, undertaking to invest the entire amount as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of the same to make such investment.
6. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 6.5 along with Board resolution from each Member of the Consortium for participating in Consortium (to be filled out separately for each Project).
7. Format for financial eligibility criteria as per Format 6.6

8. A disclosure statement as per Format 6.7 regarding participation of any related Companies in this bidding process (to be filled out separately for each Project).
9. For technical eligibility criteria specified in Clause 3.5., Format 6.8A, wherein Bidder shall certify that the technology to be adopted shall be commercially established technology and is under operation (to be filled out separately for each Project).
10. For technical experience Format 6.8B where in previous project details shall be furnished by the Bidder
11. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per Format 6.9

12. Information and/or documents comprising of:

- i) Memorandum of Association, Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.
- ii) Copy of the RfS document along with all amendments and clarifications, duly stamped and signed on each page by the Authorised Signatory of the Bidder.
- iii) Net Worth certificate issued by Chartered Accountant along with Certified copies of annual audited accounts for the years FY 2014-15, FY 2015-16 & FY 2016-17 indicating year which has been considered for demonstration of Net Worth along with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement.
- iv) Documents containing information about the Promoters and their shareholding in the Company to Authorised Representative indicating the controlling shareholding at the stage of submission of Bid to Authorised Representative.

C) Financial Bid comprising of

1. Financial Proposal (Quoted Tariff) as per Format in 6.10.

Note: The Quoted Tariff in the above Format shall be only in INR/kWh **up to 2 decimal places**. In case the Bidder states Quoted Tariff in any other currency, his Bid shall be rejected.

3.12 Important notes and instructions to Bidders

- 3.12.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 3.12.2 The Bidders shall be evaluated based on the declarations and/or information and/or documents provided by them in relevant schedules of RfS. The information and/or documents submitted along with the Bid may be verified before signing of PPA in terms of Clause 3.8. The selection process shall be through e – Reverse Auctioning process as per Clause 4.1.4.
- 3.12.3 If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, Authorised Representative reserves the right to reject such Bid and/or cancel the Letter of Intent, if issued and the EMD provided up to that stage shall be encashed. Bidder shall

- be solely responsible for disqualification based on their declaration in Bid.
- 3.12.4 If the event specified at **Clause** 3.12.3 is discovered after the Effective Date of the PPA, consequences specified in PPA shall apply.
 - 3.12.5 Bids submitted by the Bidder shall become the property of the Authorised Representative and the Authorised Representative shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause **3.7.1**.
 - 3.12.6 All pages of the Bid submitted must be initialled by the person authorised by the board as per Format 6.4, on behalf of the Bidder.
 - 3.12.7 The Bids shall be submitted as mentioned in Clause 3.11. No change or supplemental information to the Bid will be accepted after the Bid Deadline. The Authorised Representative may, at its sole discretion, ask for additional information/document and/or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Tariff shall be sought or permitted by the Authorised Representative. Delay in submission of additional information and/or documents sought by the Authorised Representative shall make the Bid liable for rejection.
 - 3.12.8 All the information should be submitted in English language only.
 - 3.12.9 Bidders shall mention the name of the contact person, as per Clause 3.10 of the RfS and complete address of the Bidder in the covering letter.
 - 3.12.10 Bids that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by Authorised Representative. Bids not submitted in the specified formats will be liable for rejection by Authorised Representative. Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of Authorised Representative of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
 - 3.12.11 The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements specified in this RfS throughout the bidding process and till the execution of the PPA. Where the Bidder is relying on affiliate/parent/ultimate parent for qualification, the Bidder shall continue to maintain this financial relationship till the execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.
 - 3.12.12 This RfS document includes statements, which reflect the various assumptions arrived at by the Authorised Representative in order to give a reflection of the current status in the RfS. These assumptions may not be entirely upon by the Bidders in making their own assessments. This RfS does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RfS and obtain independent advice from appropriate sources.
 - 3.12.13 Only Andhra Pradesh Courts shall have exclusive jurisdiction in all matters pertaining to this

RfS.

3.13 Bid Validity

The Bidder shall submit its Bid in response to RfS which shall remain valid up to One Hundred Eighty (180) days from the Bid Deadline (“Bid Validity”). Authorised Representative reserves the right to reject Bid which does not meet the aforementioned validity requirement. Authorised Representative may request the Bidders for extension of Bid Validity and correspondingly EMD. In case the Bidders agree to extend the Bid Validity, then such Bidders shall furnish undertaking for extension of Bid Validity and also the extension of EMD reflecting the new Bid Validity within seven (7) days of receipt of request from the Authorised Representative. In case the Bidders don’t wish to extend the Bid Validity, then the EMD of all such Bidders shall be returned after seven (7) days of issue of request by the Authorised Representative. Authorised Representative reserves the right to reject Bid which does not meet the aforementioned validity requirement.

3.14 Bid Preparation cost

The Bidder shall be responsible for all the costs associated with the preparation of Bid and participation in discussions and attending pre-bid meeting(s), etc. Authorised Representative shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

3.15 Clarifications/Pre Bid meeting/ Enquires/ Amendments

- 3.15.1 Clarifications / Doubts, if any, on RfS document shall be e-mailed to cgm_ipc@southernpowerap.co.in and CC to ce.ipc@aptransco.gov.in. Bidders are requested to remain updated with the website. If necessary, amendments shall be issued by Authorized Representative which will be notified in the e-Procurement website. No separate reply/intimation will be given for the above, elsewhere.
- 3.15.2 A Pre Bid Meeting shall be held on (Date/Time/Venue): **xx/xx/2018 at 11:00 Hrs.** (venue to be notified later on Authorised Representative’s website <http://www.apspdcl.in/> and <http://www.aptransco.gov.in/>)

3.16 Right of Authorised Representative to reject a Bid

Authorised Representative reserves the right to reject any or all of Bids or cancel the Bid process without assigning any reasons whatsoever and without any liability.

4 Bid evaluation methodology and selection of Projects

4.1 The evaluation process comprises the following four steps:

- A. 1st Step – Prequalification (PQ)
- B. 2st Step – Techno-Commercial evaluation
- C. 3rd Step – Financial Bid (Quoted Tariff) evaluation
- D. 4th Step – e-Reverse Auction

4.1.1 1st Step – Prequalification (PQ)

The Bidder shall submit the scanned copies of Processing fee and EMD in a separate folder in e-procurement platform. The same shall be submitted to the Authorised Representative before the Bid Deadline as per 3.1.2.

The Bidder shall submit original documents pertaining to Processing Fee and EMD as per Clause 3.1.2 and 3.7.1 of this RfS.

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

- i) Non submission of Processing fee or EMD in acceptable form/amount along with the response to RfS
- ii) Bids not received by the Bid Deadline.

Any Non-responsive bid shall be summarily rejected and no further evaluation will be carried out in respect of such Bids/Bidders

4.1.2 2nd Step- Techno-Commercial evaluation

1. Subject to above, all the formats, documents and/or information submitted by the Bidder as a part of the Techno-Commercial Bid, except Financial Bid will be opened and evaluated at this stage.
 2. The Bid submitted by the Bidder shall be scrutinized to establish techno-commercial eligibility as per Qualification Requirements of the RfS.
 3. Any of the following conditions shall cause the Bid to be “Non-responsive”:
- i) Bid has been submitted by a Consortium and is not accompanied the Consortium Agreement.
 - ii) Any indication of the Quoted Tariff in any part of Bid, other than in the Financial Bid
 - iii) Data filled in the Financial Bid not in line with the instructions mentioned in this RfS
 - iv) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies/Technical Member have submitted more than one response to this RfS, or have submitted Bids for both Categories, then all these bids submitted shall be treated as non-responsive and rejected
4. Subject to Clause 4.1.2 (3) above, Authorised Representative will examine all the documents

submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination and evaluation of Bids, Authorised Representative may seek clarifications / additional documents / Rectification of errors / Discrepancies if any in the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by Authorised Representative within the timeline intimated by the Authorised Representative.

5. It shall be the responsibility of the Bidder to ensure that all the documents have been successfully uploaded on the eProcurement platform. No reminders in this case shall be sent. It will be the sole responsibility of the Bidders to remove all the discrepancies/infirmities and upload/furnish additional documents as requested by Authorised Representative, to the satisfaction of Authorised Representative. Authorised Representative shall not be responsible for rejection of any Bid on account of the above.
6. Bids meeting the techno-commercial eligibility criteria and the Qualification Requirements specified in this RfS, and not “Non-responsive” as per provisions of Clause 4.1.1 and Clause 4.1.2 shall be declared techno-commercially responsive and the corresponding Bidder shall be declared as the Qualified Bidder.
7. After completion of evaluation of Techno-Commercial Bids as detailed above, the list of Qualified Bidders will be uploaded on the web site of Authorised Representative and will also be known to the Bidders via the eProcurement platform.

4.1.3 3rd Step – Financial Bid Opening

A. Tariff discovery

1. Bid Parameter for evaluation shall be the Quoted Tariff.
2. The allocation principles of the bid process are as follows :
 - a) The financial bids of all the Qualified Bidders will be opened.
 - b) Any bid above quoted above INR 3.20/ kWh in the case for Category A and INR. 3.00/kWh in the case of Category B shall be summarily rejected
3. Financial bids shall be arranged in ascending order of Quoted Tariff (Rs./kWh). e-Reverse Auction shall be conducted in the following manner:
 - a) For Category A, all Qualified Bidders shall be shortlisted and allowed for e-Reverse Auction
 - b) For Category B, first 10 players of list or Bidders till cumulative capacity quoted by Bidders in the list is twice the tender capacity of 800 MW, whichever is maximum shall be shortlisted for participation in e-Reverse auction
4. For the purpose of arranging the Quoted Tariffs in ascending order, following procedure shall be adopted in the event of two or more Bidders quoting the same tariff:
 - a) Step 1: The Bidder bidding for higher capacity shall be given preference. For e.g. Consider two bidders, Bidder A quoting a tariff of INR 2.45/ kWh and offering a capacity of 200 MW and Bidder B quoting a tariff of INR 2.45/kWh and offering a

capacity of 180 MW. Then Bidder A shall be given preference.

- b) Step 2: If there is still a tie i.e. 2 or more bidders quote the same tariff and bid for the same capacity, then the bidder with a higher Net-worth shall given preference. For e.g. consider two bidders, Bidder X and Bidder Y with the same Quoted Tariff and offered capacity. If Bidder X's net-worth is higher, then he shall be given preference.
- c) Step 3: In the unlikely scenario that there is still a tie among 2 or more Bidders, then such tie would be resolved by drawing lots.

4.1.4 4th Step – e Reverse Auction and Selection of Successful Bidders

1. E-Reverse Auction shall be conducted first for Category A Bidders and then for Category B.
2. Starting of Reverse Auction shall be intimated to shortlisted Bidders one week before the e - Reverse Auction date. All of them shall be provided Log in information.
3. Bidders not participating in the e-Reverse Auction shall be considered to be eliminated and evaluation not considered any further in the bidding process.
4. At the start of e-auctioning process, all the shortlisted Bidders participating in the e-Reverse Auction along with their quoted tariff shall be displayed
5. Minimum decrement step shall be One Indian Paisa (INR 0.01) i.e. each decrement shall be multiple of One Indian Paisa.
6. Bidders can quote any value lower than lowest Tariff of e-Auction at that moment of time. However, at no stage increase in tariff shall be permissible.
7. The initial auctioning period will be of two (02) hour with a provision of auto extension by five minutes from the scheduled/ extended closing time if any fresh bid is received in last five minutes of auctioning period or extended auctioning period. If no valid bid is received during last five minutes of auctioning period or extended auctioning period, then the e-auctioning process will get closed.
8. Selection of Successful Bidders
 - a) Post e-Reverse Auction, the participating shortlisted Bidders shall be arranged as per the latest quoted tariffs (INR/kWh) in ascending order. The Bidder quoting the lowest tariff shall be the L1 bidder, the second lowest shall be L2 and so on. In case of a tie, the resolution mechanism adopted shall be as per Clause 4.1.3.
 - b) List of all substations locations shall be provided to L1 and L1 shall choose substations where he intends to commission Solar PV project up to the capacity quoted by him
 - c) All the substations chosen by L1 shall be removed from the list of substations and among the remaining substations, L2 shall choose substations to commission Solar PV project up to the capacity quoted by him during e-Reverse Auction and so on.

Illustration:

After e-Reverse auction, illustrative tariff and capacity quoted by bidders maybe as

follows:

S.No.	Order of bidder	Tariff (Rs./kWh) including land and power evacuation costs	Total Capacity	33/11kV Substations
1	L1	2.25	200 MW	X,y,z
2	L2	2.30	150 MW	A,b,c
3	L3	2.45	200 MW	M,n,o
...	

Here, L1 will be awarded a total of 200 MW Solar PV project at chosen 33/11 kV Substations viz. x,y,z (5 MW- 10MW Solar PV project at each substation subject to available PTR capacity) at Rs. 2.25/kWh. From remaining locations, L2 will be awarded a total of 150 MW Solar PV project at chosen 33 kV/11 kV Substations viz a, b, c at Rs. 2.30/kWh and similarly L3 will be awarded remaining 200 MW Solar PV project at locations chosen by him viz m, n, o at Rs. 2.45/kWh.

Note: Please note that above description has been provided only for illustration purposes.

- d) The above process for selection of substations by bidders shall be first carried out for Category A. Remaining substations shall be made available for selection by bidders in Category B.
- e) For Category A (200 MW), the maximum capacity that can be selected for substations corresponding to APSPDCL and APEPDCL is 150 MW and 50 MW respectively. Thus, the same shall be applicable during selection of substations by Bidders. However, the Authorized Representative reserves the discretion to make any changes to this condition as it deems fit.
- f) This process shall continue till all the project capacity is allotted to bidders.
- g) In all cases, Authorized Representative's decision regarding selection of bidder through E-Auctioning or otherwise based on First Round quotation or annulment of tender process shall be final and binding on all participating bidders.
- h) Successful Bidders to whom Solar PV projects have been allotted as per the above procedure shall be issued LOI and invited to sign Power Purchase Agreement (PPA) with the DISCOMs.
- i) Bidders shall submit the Performance Bank Guarantee for a value calculated at Rs 20 Lakh/MW for each Project with a validity period of six (6) months from the Scheduled COD.

5 Other Provisions

5.1 If any disputes arise in this and not resolved by mutual discussions shall be submitted to APERC and the decision of the APERC will be binding on the Bidder and the Authorised Representative.

5.2 Role of State Level Agencies

It is envisaged that the State Level Agencies like APTRANSCO, DISCOMs, etc. will provide necessary support to facilitate the development of the Projects under competitive bidding route. This may include facilitation in following areas: -

- Connectivity to the substation of DISCOM / APTRANSCO at the voltage level of 33 kV

5.3 Power to Remove Difficulties

If any difficulty arises in giving effect to any provision of the RfS guidelines or interpretation of the RfS guidelines or there is a requirement to modify the RfS guidelines for better implementation, the matter may be considered by the Authorised Representative for this purpose and its decision will be final.

6 Formats

6.1 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 3.5 of Section 3 and other submission requirements specified in the RfS.

- i. Format of Covering Letter (Format 6.1)
- ii. Format for Power of Attorney (Format 6.2)
- iii. Format for Earnest Money Deposit (EMD) (Format 6.3 A)
- iv. Format for Performance Bank Guarantee (Format 6.3 B)
- v. Format for Board Resolutions (Format 6.4)
- vi. Format for the Consortium Agreement (Format 6.5)
- vii. Format for Financial Requirement (Format 6.6)
- viii. Format for Disclosure (Format 6.7)
- ix. Format for Technical Criteria (Format 6.8A)
- x. Format for Technical Experience (Format 6.8B)
- xi. Format for Proposed Technology Tie-up (Format 6.9)
- xii. Format for submission of Financial Bid (Formats 6.10)

The Bidder may use additional sheets to submit the information for his detailed response.

FORMAT-6.1

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding
Company/ Lead Member of the Bidding Consortium)

Tel. #:

Fax #:

E-mail address#

To

Chief General Manager (P&MM, IPC)

APSPDCL,

Kesavayanagunta, Tiruchanoor Road,

Tirupati, Andhra Pradesh - 517501.

Sub: Response to **RfS No** _____ dated _____ *[Insert date in dd/mm/yyyy]*
for development of Distributed Solar PV Project(s) in Andhra Pradesh

Dear Sir,

We, the undersigned *[insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for 25 years to DISCOM(s) hereby submit our response to RfS. We are submitting our **Bid for Category _____ (mention either A or B) for an overall capacity _____ of _____ MW .**

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]*, standard PPA attached thereto, issued by Authorised Representative. In token of our acceptance to the RfS, PPA along with the amendments and clarifications issued by Authorised Representative, the same have been signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS, provisions of PPA shall be binding on us. Further, we confirm that the Project shall be commissioned within 9 months from the date of signing of PPA.
2. Earnest Money Deposit (EMD) *(please read Clause 3.7 carefully before filling): -*
 We have enclosed EMD of Rs. (Insert Amount), in the form of bank guarantee no.....*[Insert bank guarantee number]* dated *[Insert date of bank guarantee]* as per Format 6.3A from *[Insert name of bank providing bank guarantee]* and valid up to.....in terms of Clause 3.7 of this RfS. The total capacity of the Solar PV Projects offered by us is MW *[Insert Bid Capacity]*.
3. We hereby declare that in the event that we are declared as Successful Bidder and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the offered Capacity within 15 days of issue of LoI by Authorised Representative or we are not able to sign PPA(s) with DISCOM(s) within 15 days of issue of LoI by Authorised Representative for offered Capacity, then the Authorised Representative shall have the right to forfeit partial (or full) amount of EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to the part of the Allocated Capacity for which we submit the PBG and execute the PPA
4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that we have not violated provisions of Clause 3.4.3 of this RfS
6. We hereby unconditionally and irrevocably agree and accept that the decision made by Authorised Representative in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
8. Familiarity with Relevant Indian Laws & Regulations:
 We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS, and execute the PPA, in the event of our selection as Successful Bidder.
9. We are enclosing herewith our response to the RfS with formats duly signed as desired by you in the RfS for your consideration.
10. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from Authorised Representative.
11. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
12. We confirm that all the terms and conditions of our Bid are valid upto (Insert date as per

Clause 3.13 of the RfS). The validity of our Bid will be as per Clause 3.13 of this RfS

13. Contact Person:

Details of the representative to be contacted by Authorised Representative are furnished as under:

Name :
Designation:
Company :
Address :
Phone Nos.:
Mobile Nos.:
Fax Nos. :
E-mail address :
Alternate Email address:

14. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a SPD's event of default under PPA and consequent provisions of PPA shall apply.

Dated the_____day of_____.20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorised by the board as per Clause 3.10)

FORMAT-6.2**FORMAT FOR POWER OF ATTORNEY**

(To be provided by each of the other members of the Consortium in favour of the Lead Member)

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at,,and M/s having its registered office at , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and documents related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member M/s.....

(Signature of person authorised by the board)

(Name

Designation

Place:

Date:

)

Accepted

(Signature, Name, Designation and Address of the person authorised by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place:-----

Date:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section 2 of the RfS.

FORMAT- 6.3 A

FORMAT FOR EARNEST MONEY DEPOSIT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. _____ Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project/Projects of the cumulative capacity of MW *[Insert Bid Capacity]* for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by the APSPDCL (hereinafter referred to as Authorised Representative) and Authorised Representative considering such response to the RfS of _____ *[insert the name of the Bidder]* as per the terms of the RfS, the _____ *[insert name & address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to Authorised Representative at *[Insert Name of the Place from the address of Authorised Representative]* forthwith on demand in writing from Authorised Representative or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees -----*[Insert amount not less than that derived on the basis of Rs. 10 Lakhs per MW of Bid Capacity proposed]* only, on behalf of M/s. _____ *[Insert name of the Bidder]*

This guarantee shall be valid and binding on this Bank up to and including _____ *[insert date of validity in accordance with Clause 3.7 of this RfS]* and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs. _____ only). Our Guarantee shall remain in force until _____ *[insert date of validity in accordance with Clause 3.7 of this RfS]*. Authorised Representative shall be entitled to invoke this Guarantee till _____ *[insert date corresponding to thirty (30) days beyond the validity of the EMD]*.

The Guarantor Bank hereby agrees and acknowledges that the Authorised Representative shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by Authorised Representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Authorised Representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----*[Insert name of the Bidder]* and/or any other person. The Guarantor Bank shall not require Authorised Representative to justify the

invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Authorised Representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Andhra Pradesh shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Authorised Representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by Authorised Representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Authorised Representative and may be assigned, in whole or in part, (whether absolutely or by way of security) by Authorised Representative to any entity to whom Authorised Representative is entitled to assign its rights and ligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ *[Date to be inserted on the basis of Clause 3.7 of this RfS]*. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Authorised Representative serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____[Insert Name of the Bank]_____

Banker's Stamp and Full Address.

Dated this ____ day of ___, 20__

FORMAT- 6.3 B**Format for Performance Bank Guarantee**

(To be submitted separately for Project finalised with the Authorised Representative)

(Note: - Performance Guarantee calculated at Rs.20 Lakh/MW of the Project Capacity is to be submitted in 3 Nos. of Bank Guarantee in the ratio of 20%, 40% &40% Value.)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [*Insert name of the Bidder*] (hereinafter referred to as selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project of the capacity of MW, at [*Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated..... issued by APSPDCL (hereinafter referred to as Authorised Representative) having its Registered Office at Tirupati, Andhra Pradesh and Authorised Representative considering such response to the RfS of [*insert the name of the selected Solar Power Developer*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent No ----- to (*Insert Name of selected Solar Power Developer*) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to the DISCOM [*Insert name of the DISCOM with which PPA will be signed*] at [*Insert Name of the Place from the address of the DISCOM with which PPA will be signed*] forthwith on demand in writing from [*Insert name of the DISCOM with which PPA will be signed*] or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees ----- [*Total Value*] only, on behalf of M/s [*Insert name of the selected Solar Power Developer / Project Company*]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. (Rs. Only). i) Nos ----- dated ---, Value -----; ii) Nos----- dated ---, Value ---) iii) Nos----- dated ---, Value ---).

Our Guarantee shall remain in force until..... [*Insert date corresponding to Clause 3.7.3 of the RfS*] shall be entitled to invoke this Guarantee till [*Insert date corresponding to thirty (30) days after the validity of the Performance Bank Guarantee as per Clause 3.7.3 of the RfS*]

The Guarantor Bank hereby agrees and acknowledges that [*Insert name of the DISCOM with which PPA will be signed*] shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by[Insert name of the DISCOM with which PPA will be signed], made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to[Insert name of the DISCOM with which PPA will be signed] .

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the selected Solar Power Developer / Project Company as applicable] and/or any other person. The Guarantor Bank shall not require [Insert name of the DISCOM with which PPA will be signed], to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against[Insert name of the DISCOM with which PPA will be signed] in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Andhra Pradesh shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly[Insert name of the DISCOM with which PPA will be signed] shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by[Insert name of the DISCOM with which PPA will be signed] or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to[Insert name of the DISCOM with which PPA will be signed] and may be assigned, in whole or in part, (whether absolutely or by way of security) by[Insert name of the DISCOM with which PPA will be signed] to any entity to whom[Insert name of the DISCOM with which PPA will be signed] is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until[Insert date corresponding to Clause 3.7.3 of the RfS]. We are liable to pay the

guaranteed amount or any part thereof under this Bank Guarantee only if[Insert name of the DISCOM with which PPA will be signed] serves upon us a written claim or demand.

Signature _____

Name _____ Power

of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

FORMAT-6.4**FORMAT FOR BOARD RESOLUTIONS**

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the **Companies Act, 2013**, passed the following Resolution:

- 1. RESOLVED THAT** Mr/Ms....., be and is hereby authorised to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide **RfS No**for 'Selection of Grid Connected Distributed Solar Photo Voltaic Projects' in the state of Andhra Pradesh, including signing and submission of all documents and providing information / response to RfS to APSPSCL (Authorised Representative), representing us in all matters before Authorised Representative, and generally dealing with Authorised Representative in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
- 2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity *[Insert the % equity commitment as specified in Consortium Agreement]* in the Project. **(To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity commitment is 100%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s -----*[Insert the name of other Members in the Consortium]* and Mr/Ms....., be and is hereby authorised to execute the Consortium Agreement. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated..... executed by

the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

- 3. FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s..... (Insert name of Bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for the RfS for 'Selection of Grid Connected Distributed Solar Photo Voltaic Project' and confirm that all the equity investment obligations of M/s.....(Insert Name of Bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. **[To be passed by the entity(s) whose financial credentials have been used]**

Certified true copy

(Signature, Name and stamp of Company Secretary / Director)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 and 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid

FORMAT- 6.5 (A)

FORMAT FOR CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement (“Agreement”) executed on this _____ day of _____ Two thousand _____ between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), *[The Bidding Consortium should list the details of all the Consortium Members]* for the purpose of submitting response to RfS and execution of Power Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by APSPDCL (Authorised Representative) a Company incorporated under the Company’s Act, 1956, and having its Registered Office at _____ or _____ constituted under _____

WHEREAS, each Member individually shall be referred to as the “**Member**” and all of the Members shall be collectively referred to as the “**Members**” in this Agreement.

WHEREAS DISCOMs (“APSPDCL” and “APEPDCL”) desire to purchase power;

WHEREAS, Authorised Representative had invited response to RfS vide its Request for Selection (RfS) dated

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by Authorised Representative wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n.
2. The Lead Member is hereby authorised by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the SPD achieves Financial Closure in terms of the PPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Andhra Pradesh alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of DISCOM (with which the PPA will be signed) in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by Authorised Representative / DISCOM.
13. The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of Authorised Representative.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of Authorised Representative.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and the PPA.

IN WITNESS WHEREOF, the Members have, through their authorised representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s-----[Member 1]

(Signature, Name & Designation of the person authorised vide Board Resolution Dated [●])

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s-----[Member 2]

(Signature, Name & Designation of the person authorised vide Board Resolution Dated [●])

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s-----[Member n]

(Signature, Name & Designation of the person authorised vide Board Resolution Dated [●])

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

Note:

- a. Technology Partner in a Consortium shall be a Company with equity participation less than 10%.
- b. In case of Consortium being formed by Bidding Firms to bid for Category A, the term 'Company' shall be replaced by Partnership/Sole Proprietorship as applicable. Also, relevant changes in the provisions mentioning applicable laws etc. shall be made by the Bidder.

FORMAT- 6.5 (B)**FORMAT FOR PARTNERSHIP DEED**

THIS DEED OF PARTNERSHIP IS MADE on this _____ by and between _____ hereinafter referred to as Party of the FIRST PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns and agents), AND _____, Party of the SECOND PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns), AND

WHEREAS the above named partners have decided to start the partnership business of Recruitment Services in the name and style of _____ with effect from _____ on the terms and conditions hereinafter mentioned and have desired to reduce the terms and conditions into writing.

NOW THIS INDENTURE IS WITNESSETH AS FOLLOWS :

- 1 THAT the PARTIES referred above shall carry on the business of Recruitment Services in the PARTNERSHIP FIRM under the name and style of _____ hereinafter referred to as the FIRM), But by their mutual consent may start and carry on any other business or businesses under any other name or names at any other place or places.
- 2 THAT the business of the PARTNERSHIP pursuant to this DEED of PARTNERSHIP shall be deemed to have commenced with effect from.. _____
- 3 That the capital required for the business of Partnership shall be contributed time to time by the PARTIES in such manner in all respect as may be agreed to between them and such capital may be paid interest as may be mutually agreed from time to time at the rate of rates not exceeding 12% (Twelve Percent) per annum.
- 4 That all the PARTIES referred above shall be Working Partners and shall attend diligently to the business of the Partnership and carry on the same for the greatest advantage of the Firm.
- 5 That all the WORKING PARTNERS may be paid Salary _____, for the work of the FIRM as may be agreed mutually from time to time between the PARTIES in accordance with the provisions of the Income Tax Laws as well as business necessities and other factors, subject however, that the monthly Salary to each such Partner shall not exceed as under:
- 6 That all business expenses shall be borne by the FIRM.
- 7 That the Profits or Losses, as the case may be, of the Partnership business shall be divided among the Partners as under :
- 8 NAME OF WORKING PARTNER SHARE OF PROFIT SHARE OF LOSS
- 9 That the duration of the PARTNERSHIP shall be at WILL subject to Clause '9'.
- 10 That any Partner may retire from Partnership after giving a notice to the other Partner (s) of not less than one month in writing and at the expiry of such notice period he shall be deemed to have retired.
- 11 Upon mutual understanding, each Partner or his duly authorised agent shall have free access to the account books of the Partnership and shall be entitled to take copies or extracts from any or all such books and records of the Partnership Business.
- 12 That no Partner shall have the right to sell, mortgage or transfer his share of interest in the FIRM to any one else except to his heir or heirs or any one of the existing Partners or to their heir (s). In the event of heir (s) selling his/her share to any one else, the existing Partners shall have a right or pre-motion in respect of such share (s) sold.
- 13 That the Partners shall keep or cause to be kept the books of account of the FIRM at the principal places of its business and make all entries therein, and that all such books of account kept shall be

closed on 31st March every year or in the case of any necessity on any other date as the Partners may mutually decide.

- 14 That no Partner shall do any act or thing whereby FIRM or the FIRM property may be prejudicially effected.
- 15 That the terms of the Partnership Deed may be altered, added to or cancelled by the written consent of the Parties to this DEED.
- 16 That the partners can open the bank account of the firm, in any bank and bank account shall be operated by the partners jointly or individually, as the case may be.
- 17 That the partners shall not take any loan from any person/Financing Company, bank or any other Govt./Pvt. Department in any case, without the written consent of each other.
- 18 That in the case of any dispute arising out of this DEED between the Parties of this DEED, it shall be decided by Arbitration as provided for under the Indian Arbitration Act.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to these presents the day, month and year first written above.

WITNESSES :

1.

(Party of the First Part)

2.

_(Party of the Second Part)

Note: Bidders are required to attach a self-attested copy of ROC/ROF registration and GST Registration along with the Partnership Deed.

FORMAT- 6.6

FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH**[on the letter head of Bidder]**

To,

Chief General Manager (P&MM, IPC)**APSPDCL,****Kesavayanagunta, Tiruchanoor Road,****Tirupati, Andhra Pradesh - 517501.****Dear Sir,****Sub: Response to RfS No.for 'Selection of Grid Connected Distributed Solar Photo Voltaic Projects' in the state of Andhra Pradesh'**

We certify that the Bidding Company/Bidding Firm/Member in a Bidding Consortium has a minimum Net Worth* of Rs.----- Crore (Rupees -----) or equivalent US\$ based on **Audited annual accounts for the financial year 2014-15/ 2015-16/2016-17** (select whichever applicable)

This Net Worth has been calculated in accordance with instructions provided in Clause **3.5.2** of the RfS.

Exhibit (i): Applicable in case of Bidding Company/Bidding Firm

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates / Group Company as per following details:

Name of Company/ Parent/ Affiliate/ Group Company/ Bidding Firm	Name of Company / Parent/ Affiliate/ Group Company/Bidding Firm/ Consortium Member whose net worth is to be considered	Relationship with Bidding Company*/ Bidding Firm	Financial Year to be considered for Net Worth of the respective Company	Net Worth (in Rs. Crore) of the Member Company/Firm
Company1				

Total				

The column for “Relationship with Bidding Company/Bidding Firm” is to be filled only in case

the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: Rs.----

-----Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or Parent/ Affiliate/Group Company as per following details:

Name of Consortium Member Company/ Firm	Name of Company/ Parent/ Affiliate/ Group Company/Firm Consortium Member whose net worth is to be considered	Relationship with Bidding Company/Bidding Firm *(if any)	Financial Year to be considered for Net Worth of the respective Company/ Firm	Net Worth (in Rs. Crore) of the Consortium Member Company/	Equity Commitment (in %) in Bidding Consortium	Committed Net Worth (in Rs.Crore)
Company1						

Total						

** The column for “Relationship with Bidding Company/Bidding Firm” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.*

(Signature & Name of the Authorised Signatory)

(Signature & Stamp of Chartered Accountant/Statutory Auditor)

Membership No.

Regn. No. of the CA's firm:

Note:

- (i) The above format shall have to be certified by the Statutory Auditor in case of Bid submitted by a Bidding Company
- (ii) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth (as per the methodology stated in section 3.5.2 of this RfS) duly certified by the Chartered Accountant.
- (iii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in support thereof for confirmation of balance in cash & bank.
- (iv) In case the Bidder is meeting the Net Worth criteria based on the day not more than seven days prior to last date of submission of the RfS, in such cases, bank statement of the Bidder shall also be enclosed in support thereof.

FORMAT- 6.7

Format for Disclosure

[On the letter head of Bidding Company/Bidding Firm/Each Member in a Bidding Consortium]

Disclosure

1. We hereby declare and confirm as under:-
 - i. That only we are participating in the RfS Selection process for the RfS No. __ and that our Parent, Affiliate or Ultimate Parent-or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process
2. We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LoI has been issued or PPA has been signed, the same will be cancelled and the bank guarantees will be encashed.

(Signature & Name of the person Authorised By the board)

FORMAT-6.8A**Format for Technical Criteria****[On the letter head of Bidder]**

(to be submitted separately for each Project)

To,

Chief General Manager (P&MM, IPC)**APSPDCL,****Kesavayanagunta, Tiruchanoor Road,****Tirupati, Andhra Pradesh - 517501****Dear Sir,****Sub: Response to RfS No.for 'Selection of Grid Connected
Distributed Solar Photo Voltaic Projects in the state of Andhra Pradesh'**

We hereby undertake to certify in line with **Clause 3.5.3** under the title “Financial Closure” that the following details shall be furnished within 210 days of signing of PPA: -

- 1.0 That the technology proposed to be used is commercially established technology and at least one Project based on this technology is successfully operational.
- 2.0 Details of the Project with location and the successful operational period of the Project utilizing this technology.
- 3.1 Evidence of clear possession of the required land for the Project along with following documentary evidence: -
 - i) Ownership or lease hold rights (for at least 30 years) in the name of the Solar Power Developer and possession of 100% of the area of land required for the Project.
 - ii) Certificate by the concerned and competent revenue/registration authority for the acquisition / ownership/ vesting of the land in the name of the Solar Power Developer.
 - iii) Sworn affidavit from the Authorised person of the SPD listing the details of the land and certifying total land required for the Project under clear possession of the Power Developer.
 - iv) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for encashment of our Performance Bank Guarantee.

(Signature & Name of the person Authorised By the board)

FORMAT-6.8B

Format for Technical Experience

Item (1)	Particulars of the Project (2)
Title & nature of the project	
Capacity of project (MW)	
Entity for which the project was constructed/ developed	
Location	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Equity shareholding (with period during which equity was held)	
Whether credit was taken for the Eligible Experience of an Associate (Yes/ No)	

1. If the Bidder is claiming experience as EPC/developer, it should provide a certificate from its client or procurer in the format below:

Certificate from the Client regarding project (On client letter head)

This is to certify that (*name of the Bidder/Member/Associate*) was engaged by (*title of the project company*) to execute (*name of project*). The construction of the project commenced on (*date*) and the project of capacityMW was commissioned on (*date*).

.....

Name of the client firm:

Seal of the client firm :
authorised

(Signature, name and designation of the
signatory).

Date:

2. In the event that credit is being taken from an **Affiliate**, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (*name of the Bidder/Consortium Member/ **Affiliate***) is held, directly or indirectly, by (*name of **Affiliate**/ Bidder/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an **Affiliate** in terms of the RFS.

A brief description of the said equity held, directly or indirectly, is given below:

*{Describe the share-holding of the Applicant/ Consortium Member and the **Affiliate**. In the event the **Affiliate** is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein }*

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the Authorised Signatory)

FORMAT-6.8C

Format for Selection of Applicable Category

To
Chief General Manager (P&MM, IPC) APSPDCL,
Kesavayanagunta,
Tiruchanoor Road,
Tirupati, Andhra Pradesh - 517501

Dear Sir,

Sub: Response to RfS No.for 'Selection of Grid Connected Distributed Solar Photo Voltaic Projects in the state of Andhra Pradesh'

We hereby undertake to state in line with Clause 3.4.3 that we choose to Bid for Category____ (mention either A or B) for a capacity of MW. We understand that we can Bid for only one of Category A or Category B and shall be disqualified from the bidding process and our Bid shall be summarily rejected, if found to be bidding for both the categories through, including but not limited to, our Parent/Affiliate/Ultimate Parent etc.

(Signature & Name of the Authorised Signatory)

FORMAT - 6.9**Declaration by the Bidder for the proposed technology tie-up**

(to be submitted separately for each Project)

1	Name of Biding Company / Lead Member of Bidding Consortium	
2	Name of the Technology partner (if any)	
3	District and Location	
4	Capacity proposed MW
5	Technology proposed to be adopted for the Project	
6	Estimated Annual Generation of Electrical Energy	kWh
7	Brief about the proposed Technology	
	Crystalline Silicon Solar Cells and Modules	
	Concentrator PV Modules	
	Thin Film Modules	
	Any Other Technology	

The Bidder shall enclose the Pre-Feasibility Report along with this Format.

Signature of the Authorised Signatory

Name of the Authorised Signatory

FORMAT- 6.10**Financial Bid****Covering Letter (On Bidder's letter head)**

[Date and Reference]

To,

Chief General Manager (P&MM, IPC)

APSPDCL,

Kesavayanagunta, Tiruchanoor Road,

Tirupati, Andhra Pradesh - 517501

Sub: Response to RfS for 'Selection of Grid connected Distributed Solar Photo Voltaic Projects in the state of Andhra Pradesh' vide RfS No.

.....

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm for the following –

Project Capacity (MW) [#]	Estimated Project Cost (INR / MW) [#]	Quoted Tariff	
		INR/kWh (in figures)	INR/kWh (in words)

Note:

1. Bidder shall quote single tariff for the entire term of the PPA (25 years) at Inter-connection Point only in INR/kWh up to two (2) decimal places.
2. Final tariff Payable by APDISCOMs is discovered after e-Reverse Auction process.
3. The Tariff Payable by the APDISCOMs will be inclusive of all taxes.
4. The exact locations of the projects shall be finalized during the e-Reverse Auction
5. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
6. Bidders shall indicate only one Quoted Tariff for bid capacity
7. The Bidder would be required to upload Format -6.10 as an MS-Excel file as per section 3.10 of this RfS

Authorised Signature:

Name:

Designation:

Name & Address of the Firm/Consortium:

Annexure- A**Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants**

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

1 PV Module Qualification

- 1.1 The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

- 1.2 In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. The PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

2 Power Conditioners/ Inverters

The Power Conditioners/Inverters of the SPV power plants conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ IEC 62109-1&2
Protection against Islanding of Grid equivalent EN/BIS Standards	IEEE1547/ IEC 62116/ UL1741 or

3 Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance (IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the draft EN50618 for service life expectancy of 25 years).

4 Authorised Test Centres

The PV modules/ Power Conditioners deployed in the power plants shall have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member Labs abroad will be acceptable.

5 Warranty

PV modules used in grid connected solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

6 Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions)

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m^2 , AM 1.5, 25°C)
- vi. Wattage, I_m , V_m and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7 Performance Monitoring

All grid Solar PV Power Plants must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to DISCOM or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to DISCOM or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8 Safe Disposal of Solar PV Modules:

The SPD will ensure that all Solar PV modules from their 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, 2011" notified by the Government and as revised and amended from time to time.

Annexure- B**Check list for Bank Guarantees**

Sl. No.	Details of Checks	Yes/No
1	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
5	Is each page of BG duly signed / initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7	Are the factual details such as Bid Document No./Specification No./LoI No.(if applicable)/Amount of BG and Validity of BG correctly mentioned in the BG	
8	Whether overwriting/cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

ANNEXURE – C**1. List of Banks for Insurance of Bank Guarantees against EMD and PBG**

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America
3. State Bank of Hyderabad	2, Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4/. Caylon Bank
6. State Bank of Patiala	5. Citibank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.

12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd.
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	

ANNEXURE – D
Details of Substation Locations

F. No. 283/3/2018-GRID SOLAR
भारत सरकार / Government of India
नवीन और नवीकरणीय ऊर्जा मंत्रालय/ Ministry of New & Renewable Energy
ग्रिड सौर ऊर्जा प्रभाग / Grid Solar Power Division


Block No. 14, C.G.O. Complex,
Lodi Road, New Delhi – 110003

Dated: 02.04.2018

OFFICE MEMORANDUM

Sub: Clarification to Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects, notified on 03.08.2017, under clause 20 of these Guidelines

1. Reference is invited to the "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" notified on 03.08.2017.
2. "As per Clause 5.7.2 of said Guidelines, the term 'Change in Law' includes any change in the rates of any Taxes which have a direct effect on the Project.
3. *In order to bring more clarity and remove uncertainty, it is hereby clarified that the term 'change in the rates of any taxes' as mentioned in clause 5.7.2 of "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects" notified on 03.08.2017, includes "change in rates of taxes, duties and cess."*
4. This clarification issues with the concurrence of Ministry of Power vide their O.M. No. 23/27/2017-R&R dated 28.03.2018, and approval of Hon'ble Minister of State (I/C) (Power & NRE).



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To

1. **The Secretary, Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi – 110003.**

Copy to:

1. MD, SECI
2. CMD, NTPC
3. Secretaries (including Addl. Chief Secretary/ Principal Secretary), Energy/ Power of all States/UTs
4. PS to Hon'ble Minister (Power & NRE),
5. PPS to Secretary, MNRE
6. PPS to AS, MNRE
7. PPS to AS & FA, MNRE
8. PPS to JS (GKG), MNRE
9. DS (RG), MNRE
10. Dir (NIC), MNRE for uploading on MNRE website



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विद्युत मंत्रालय

संकल्प

नई दिल्ली, 3 अगस्त, 2017

ग्रिड कनेक्टिड सोलर पीवी विद्युत परियोजनाओं से टैरिफ आधारित प्रतिस्पर्धात्मक बोली प्रक्रिया के ज़रिए बिजली की खरीद के लिए दिशा-निर्देश

संख्या 23/27/2017-R&R.— 1.प्रस्तावना

1.1. पृष्ठभूमि

1.1.1. भारत में विद्युत उद्योग में प्रतिस्पर्धा को प्रोत्साहित करना विद्युत अधिनियम, 2003, ('अधिनियम') के महत्वपूर्ण लक्ष्यों में से एक है। वितरण लाइसेंसियों के लिए बिजली की खरीद लागत सबसे बड़ा लागत घटक है। वितरण लाइसेंसियों द्वारा बिजली की प्रतिस्पर्धात्मक खरीद से विद्युत की खरीद की समग्र लागत में कमी आने की संभावना है और इससे विद्युत बाजारों के विकास में मदद मिलेगी। अंतर्राष्ट्रीय स्तर पर, बिजली के थोक बाजारों में प्रतिस्पर्धा से विद्युत के दामों में कमी आयी है और उपभोक्ताओं को महत्वपूर्ण लाभ पहुंचा है।

1.1.2. अधिनियम की धारा 61 और 62 एक समुचित आयोग द्वारा शुल्क नियमन और उत्पादन, पारेषण, संचालन शुल्क और बिजली की खुदरा बिक्री के निर्धारण की व्यवस्था करती है। विद्युत अधिनियम 2003 की धारा 178(2) के साथ पठित धारा 61 के परन्तुक के अनुसार नवीकरणीय ऊर्जा स्रोतों से टैरिफ निर्धारण के लिए नियम एवं शर्तें तय करने के लिए केन्द्रीय विद्युत नियामक आयोग (सीईआरसी) द्वारा विनियम, 2012 बनाए गए। इसके अतिरिक्त धारा 63 में कहा गया है कि—

“धारा 62 में किसी बात के होते हुए भी, समुचित आयोग शुल्क को मंजूरी दे सकता है, बशर्ते शुल्क का निर्धारण केन्द्र सरकार द्वारा जारी दिशा-निर्देशों के अनुसार पारदर्शी बोली प्रक्रिया के ज़रिए किया गया हो।”

1.1.3 विद्युत अधिनियम की धारा 10 में प्रावधान है कि उत्पादक कंपनी अधिनियम और इसके अंतर्गत बनाए गए नियमों और विनियमों के अनुसार किसी लाइसेंसी को विद्युत आपूर्ति कर सकती है और धारा 42 की उपधारा (2) के अंतर्गत बनाए गए नियमों के अधीन, किसी उपभोक्ता को विद्युत आपूर्ति कर सकती है।

1.1.4 विद्युत मंत्रालय द्वारा तैयार की गई राष्ट्रीय शुल्क नीति, 2016 में नवीकरणीय ऊर्जा स्रोतों से उत्पादित विद्युत की खरीद के बारे में विशेष दिशा-निर्देश दिए गए हैं। इस नीति की धारा 6.4(2) के अनुसार, “राज्य शुल्क कम रखने के लिए, कचरे से ऊर्जा बनाने वाले संयंत्रों को छोड़ कर, नवीकरणीय ऊर्जा स्रोतों से प्रतिस्पर्धात्मक बोली के जरिए बिजली खरीदने का प्रयास करेंगे। वितरण लाइसेंसी द्वारा नवीकरणीय ऊर्जा स्रोतों, अधिसूचित क्षमता से अधिक सोलर पीवी पावर परियोजनाओं से बिजली की खरीद, केंद्र सरकार द्वारा अधिसूचित तारीख से प्रतिस्पर्धात्मक बोली प्रक्रिया के जरिए की जाएगी। परंतु, ऐसी अधिसूचना जारी होने तक, नवीकरणीय ऊर्जा स्रोत परियोजनाओं से विद्युत की ऐसी कोई खरीद, विद्युत अधिनियम, 2003 की धारा 62 के अंतर्गत की जा सकती है।”

1.2 लक्ष्य

1.2.1 इन दिशा-निर्देशों के विशेष लक्ष्य नीचे दिए गए हैं:

- क) वितरण लाइसेंसियों द्वारा सोलर पीवी पावर संयंत्रों से विद्युत की प्रतिस्पर्धात्मक खरीद को बढ़ावा देना ताकि उपभोक्ताओं के हितों की रक्षा की जा सके;
- ख) खरीद प्रक्रियाओं में पारदर्शिता और निष्पक्षता में सहायता पहुंचाना और दीर्घावधि की अंतर-राज्य/राज्यांतरिक विद्युत खरीद-फरोख्त के लिए एक एग्रीगेटर/ट्रेडर के रूप में मध्यस्थ खरीदार के लिए एक फ्रेमवर्क प्रदान करना;
- ग) प्रक्रियाओं में मानकीकरण और समानता लाना और विभिन्न हितभागियों के बीच एक जोखिम-साझा करने वाला फ्रेमवर्क कायम करना, जो सोलर पीवी पावर विद्युत खरीद में शामिल हो, और इस तरह निवेश को प्रोत्साहित करना, परियोजनाओं के लिए बैंक सहायता में बढ़ोतरी करना और निवेशकों के लिए लाभप्रदता कायम करना।

2. दिशा-निर्देशों का क्षेत्र

2.1 दिशा-निर्देशों की प्रयोज्यता

2.1.1 ये दिशा-निर्देश विद्युत अधिनियम, 2003 की धारा 63 के प्रावधानों के अंतर्गत ‘खरीदारों’ द्वारा 5 मेगावाट और उससे अधिक आकार की ग्रिड कनेक्टेड सोलर पीवी विद्युत परियोजनाओं (**‘परियोजनाओं’**) से प्रतिस्पर्धात्मक बोली के जरिए विद्युत की दीर्घावधि खरीद के लिए जारी किए जा रहे हैं।

स्पष्टीकरण

- क) **‘खरीदार’** : ‘खरीदार’ शब्द का अर्थ संदर्भ के अनुसार, वितरण लाइसेंसी या अधिकृत प्रतिनिधि, या कोई मध्यस्थ खरीदार है।
- ख) **‘खरीदार का अधिकृत प्रतिनिधि’** : इन दिशा निर्देशों के अनुसार, ऐसे मामलों में, जहां विद्युत खरीद समझौता हस्ताक्षर करने वाली एजेंसी और निविदा/बोली प्रक्रिया संचालित करने वाली एजेंसी अलग-अलग हों, निविदा/बोली प्रक्रिया को संचालित करने वाली एजेंसी ‘खरीदार’ की अधिकृत प्रतिनिधि समझी जाएगी और बोली चरण के दौरान खरीदार पर लागू होने वाले सभी दायित्व पूरे करने के लिए जिम्मेदार होगी।
- ग) **‘मध्यस्थ खरीदार’ और ‘अंतिम खरीदार’** :
 - i) कुछ मामलों में विभिन्न सौर विद्युत उत्पादकों से खरीदी गई सौर विद्युत को एकत्रित करने और उसे वितरण लाइसेंसी को बेचने, अथवा क्रेडिट प्रोफाइल बढ़ाने के लिए वितरण लाइसेंसी और उत्पादक (**‘सौर विद्युत उत्पादक’**) के बीच, एक मध्यस्थ, की आवश्यकता हो सकती है। इन दिशा-निर्देशों के प्रयोजन के लिए, ऐसे मामलों में, “खरीदार” एक व्यापारी होगा, जो सौर विद्युत उत्पादकों से बिजली खरीदेगा और उसे एक या अधिक वितरण लाइसेंसियों को बेचेगा, ऐसे में बिजली खरीदने वाले वितरण लाइसेंसी “अंतिम खरीदार” होंगे और व्यापारी “मध्यस्थ खरीदार” कहलाएगा।
 - ii) मध्यस्थ खरीदार सौर विद्युत उत्पादक के साथ पीपीए पर हस्ताक्षर करेगा और साथ ही अंतिम खरीदार के साथ भी विद्युत बिक्री समझौते (पीएसए) पर हस्ताक्षर करेगा। पीएसए में पीपीए के सम्बद्ध प्रावधान एक के बाद एक शामिल होंगे। अंतिम खरीदार द्वारा मध्यस्थ खरीदार को समुचित आयोग द्वारा अधिसूचित (अथवा ऐसी अधिसूचना के अभाव में मध्यस्थ खरीदार और अंतिम खरीदार द्वारा आपसी सहमति से तय की गई) दर से व्यापारिक लाभ प्रदान किया जाएगा।

- iii) ऐसे मामलों में मध्यस्थ खरीदार जहां तक सौर विद्युत की खरीद के लिए इन दिशा निर्देशों का अनुपालन करेगा, उस सीमा तक यह समझा जाएगा कि सौर विद्युत की खरीद के लिए अंतिम खरीदार द्वारा इन नियमों का अनुपालन किया जा रहा है।

2.1.2 इन दिशा निर्देशों में जब तक स्पष्ट रूप से निर्दिष्ट न हो, इन दिशा निर्देशों के प्रावधान खरीदार/मध्यस्थ खरीदार/अंतिम खरीदार और खरीदार के अधिकृत प्रतिनिधि पर लागू होंगे। इन दिशा निर्देशों से किसी प्रस्तावित विचलन के मामले में अपनाई जाने वाली प्रक्रिया इन दिशा निर्देशों के खंड 18 में निर्दिष्ट की गई है।

2.2 समुचित आयोग

2.2.1 अधिनियम के प्रावधानों के अधीन:

- क) एकल वितरण लाइसेंसी खरीदार होने के मामले में, इन दिशा निर्देशों के प्रयोजन के लिए, समुचित आयोग, उस राज्य का राज्य विद्युत नियामक आयोग होगा, जहां वितरण लाइसेंस स्थित है।
- ख) संयुक्त खरीदार के मामले में जहां, वितरण लाइसेंसी एक राज्य से अधिक राज्यों में स्थित हो, इन बोली दिशा निर्देशों के प्रयोजन के लिए समुचित आयोग, केंद्रीय विद्युत नियामक आयोग होगा।
- ग) केंद्रीय उत्पादक स्टेशनों से बिजली की बिक्री संबंधी मामलों के लिए, समुचित आयोग केंद्रीय विद्युत नियामक आयोग होगा।

3. बोली आमंत्रित करने की तैयारी और परियोजना की तैयारी

3.1 खरीदार द्वारा पूरी की जाने वाली शर्तें

खरीदार निम्नांकित शर्तें पूरी करेगा:

3.1.1 बोली दस्तावेज तैयार करना:

- क) नीचे खंड (ग) में निर्दिष्ट के सिवाए इन दिशा निर्देशों और केंद्र सरकार द्वारा अधिसूचित मानक बोली दस्तावेज (एसबीडीज़) के अनुसार बोली दस्तावेज (जिनमें माडल रिक्वेस्ट फार सिलेक्शन (आरएफएस) दस्तावेज, आदर्श विद्युत खरीद समझौता और आदर्श विद्युत बिक्री समझौता शामिल होगा) तैयार करेगा।
- ख) बोली प्रक्रिया आमंत्रित करने के बारे में समुचित आयोग को सूचित करेगा।
- ग) इन दिशा निर्देशों के खंड 18 में वर्णित प्रक्रिया के अनुसार आरएफएस के मसौदे, पीपीए के मसौदे, पीएसए के मसौदे में इन दिशा निर्देशों और/या एसबीडीज़ से कोई विचलन होने की स्थिति में समुचित आयोग से उसका अनुमोदन लेगा।
- i) परंतु, केंद्र सरकार द्वारा मानक बोली दस्तावेज (एसबीडीज़) अधिसूचित किए जाने के समय तक, स्पष्टता के प्रयोजन के लिए, यदि खरीदार आरएफएस मसौदा, पीपीए मसौदा, पीएसए मसौदा और अन्य परियोजना प्रबंधों की तैयारी करते समय ऐसे व्यापक प्रावधान करता है, जो दिशा निर्देशों के अनुकूल हों, तो ऐसी व्यवस्थाओं को इन दिशा निर्देशों का विचलन नहीं समझा जाएगा, भले ही ऐसे ब्यौरे इन दिशा निर्देशों में प्रदान न किए गए हों।
- ii) इसके अतिरिक्त, जारी बोली प्रक्रिया के मामले में, यदि इन दिशा निर्देशों और/या एसबीडीज़ की अधिसूचना से पहले ही बोलीदाताओं ने बोलियां जमा करा दी हों, तो इन दिशा निर्देशों और/या एसबीडीज़ और प्रस्तावित आरएफएस, पीपीए, पीएसए (यदि लागू हो) में कोई विचलन होने की स्थिति में, आरएफएस, पीपीए और पीएसए के प्रस्ताव लागू होंगे।
- घ) निम्नांकित मंजूरीयां प्राप्त करेगा, जो भी प्रासंगिक हो:
- i) मसौदा पीपीए, मसौदा पीएसए और अन्य परियोजना अनुबंधों के अनुरूप, खरीदार द्वारा निर्दिष्ट किए जाने वाले स्थान पर लगाई जाने वाली परियोजनाओं से खरीद के मामले में, मसौदा भूमि लीज़ या अन्य भूमि संबंधी समझौतों के सम्बद्ध प्राधिकारियों से मंजूरी प्राप्त करना।
- ii) प्रस्तावित खरीद विषयक मसौदा आरएफएस, पीपीए और पीएसए के बारे में अंतिम खरीदार से मंजूरी लेना।

- iii) खरीदार द्वारा निर्दिष्ट सोलर पार्कों में स्थित परियोजनाओं से खरीद के मामले में सोलर पार्क ('सोलर विद्युत पार्क विकासक' (एसपीपीडी)) विकसित करने वाली एजेंसी से मसौदा पीपीए और मसौदा पीएएसए के अनुरूप, कार्यान्वयन समझौते के मसौदे के लिए मंजूरी लेना।

3.1.2 मंजूरीयों सहित स्थल संबंधी परियोजना तैयारी गतिविधियां

खरीदी जा रही विद्युत की समय पर आपूर्ति प्रारंभ करना सुनिश्चित करने के लिए और बोलीदाताओं को खरीदार की अटूट इच्छा से आश्वस्त कराने के लिए, यह जरूरी है कि इन दिशा निर्देशों के खंड 3.2.1 और खंड 3.2.2 में वर्णित विभिन्न परियोजना तैयारी विषयक गतिविधियां समय पर पूरी की जाएं।

3.2 स्थल संबंधी प्रबंध

खरीदारों द्वारा जारी किए जाने वाले बोली दस्तावेज में निर्दिष्ट अनुसार, खरीदार द्वारा परियोजना या तो परियोजना स्थल पर स्थापित की जा सकती है, अथवा सौर विद्युत उत्पादक द्वारा चुने हुए स्थान पर परियोजना लगाई जा सकती है।

- 3.2.1 **खरीदार द्वारा निर्दिष्ट परियोजना स्थल:** खरीदार किसी निर्दिष्ट स्थान पर परियोजना लगाने का चयन कर सकता है और उसे खरीदार द्वारा बोली दस्तावेज में निर्दिष्ट किया जा सकता है। ऐसे मामलों में विद्युत आपूर्ति समय पर प्रारंभ होना सुनिश्चित करने के लिए, खरीदार यह सुनिश्चित करेगा कि नीचे वर्णित अनुसार विभिन्न परियोजना तैयारी गतिविधियां आरएफएस जारी होने से पहले खरीदार द्वारा प्रारंभ कर दी गई हैं। ये गतिविधियां पीपीए पर हस्ताक्षर होने से पहले पूरी की जाएंगी।

- क) **भूमि:** 100 प्रतिशत (शत प्रतिशत) भूमि की पहचान और बोली शुरू होने के समय न्यूनतम 25 प्रतिशत (पच्चीस प्रतिशत) भूमि की उपलब्धता सैद्धांतिक रूप में दर्शाने के लिए दस्तावेज समझौतों का प्रावधान और पीपीए पर हस्ताक्षर होने के एक महीने के भीतर 90 प्रतिशत (नब्बे प्रतिशत) भूमि का कब्जा और शेष 10 प्रतिशत (दस प्रतिशत) भूमि इसके 2 (दो) माह के भीतर प्राप्त करना।

- ख) परियोजना के लिए अनापत्ति प्रमाणपत्र (एनओसी)/पर्यावरणीय मंजूरी (यदि लागू हो), प्राप्त करना।

- ग) परियोजना के लिए भूमि हेतु वन संबंधी मंजूरी (यदि लागू हो) प्राप्त करना।

- घ) परियोजना के लिए अपेक्षित जल के लिए सम्बद्ध प्राधिकरण की मंजूरी (यदि लागू हो) लेना।

- ङ) एसटीयू/सीटीयू से पत्र प्राप्त करना, जिसमें एसटीयू/सीटीयू सब-स्टेशन के साथ कनेक्टिविटी की तकनीकी व्यवहार्यता की पुष्टि की गई हो, परंतु यह पत्र उन मामलों में आवश्यक नहीं है जहां सम्बद्ध एसटीयू/सीटीयू ने कनेक्टिविटी की व्यवहार्यता के लिए सब-स्टेशन वार क्षमताएं अधिसूचित कर दी हों।

- 3.2.2 **किसी सोलर पार्क में खरीदार द्वारा निर्दिष्ट परियोजना:** खरीदार समुचित ढांचायुक्त और सुविधाओं तक पहुंच वाले संकेंद्रित जोन ('सोलर पार्क') का चयन परियोजना लगाने के लिए कर सकता है और खरीदार द्वारा उसे बोली दस्तावेज में निर्दिष्ट किया जा सकता है। सोलर पार्क एमएनआरई द्वारा जारी, समय समय पर यथासंशोधित "सोलर पार्कों के विकास के लिए दिशा निर्देश" के अनुसार विकसित किया जाएगा। इसके बावजूद, विद्युत आपूर्ति की शुरुआत समय पर सुनिश्चित करने के लिए खरीदार सुनिश्चित करेगा कि ऊपर वर्णित खंड 3.2.1 (क) से (ङ) तक परियोजना तैयारी गतिविधियां शुरू कर दी गई हैं और उन्हें सम्बद्ध एसपीपीडी द्वारा उसमें वर्णित समय सीमा के अनुसार पूरा कर लिया गया है। उपरोक्त के अतिरिक्त सोलर पॉवर पार्क विकासक के दायित्वों में एमएनआरई द्वारा विकसित "सोलर पार्कों के विकास के लिए दिशा-निर्देशों" का अनुपालन और सहायता समझौते का कार्यान्वयन भी शामिल है, जो सोलर पॉवर पार्क विकासक और सोलर पॉवर जेनेरेटर के बीच सम्बंध को परिभाषित करता है।

- 3.2.3 **सोलर विद्युत उत्पादकों द्वारा चुना गया परियोजना स्थल:** यदि खरीदार कोई स्थान निर्दिष्ट नहीं करता है, अथवा सोलर पार्क में कोई स्थान तय नहीं करता है, और परियोजना स्थल का चयन सौर विद्युत उत्पादक द्वारा किया जाता है, तो उसे समय पर पूरा किया जाना और विद्युत आपूर्ति प्रारंभ करना सुनिश्चित करने के लिए, बोलीदाता नीचे दिए गए मामलों के संदर्भ में दस्तावेज जमा कराएगा ताकि बोली दस्तावेज में निर्दिष्ट कार्यक्रम के अनुसार परियोजना पूरी की जा सके:

- क) **भूमि अधिग्रहण:** बोली जमा कराए जाने के समय 100 प्रतिशत (शत प्रतिशत) भूमि की पहचान और 7 (सात) महीने के भीतर पीपीए पर हस्ताक्षर, सौर विद्युत उत्पादक अथवा उससे सम्बद्ध पक्ष के नाम में अपेक्षित भूमि का कब्जा 100 प्रतिशत

(शत प्रतिशत) इस्तेमाल का अधिकार स्थापित करने के लिए दस्तावेज जमा कराना/लीज अनुबंध करना। यदि भूमि सम्बद्ध पक्ष के नाम पर हो, तो उत्पादन प्रारंभ होने की निर्धारित तारीख (एससीडी) से पहले भूमि को सौर ऊर्जा उत्पादक के नाम स्थानांतरित किया जाना चाहिए। जहां प्राइवेट भूमि के लीज का मामला हो, तो सौर विद्युत उत्पादक के डीफाल्ट के मामले में, लीज के अंतर्गत भी भूमि ऋणदाता या खरीदार को हस्तांतरित की जानी चाहिए।

- ख) परियोजना के लिए अनापत्ति प्रमाणपत्र (एनओसी)/पर्यावरणीय मंजूरी (यदि लागू हो), प्राप्त करना।
- ग) परियोजना के लिए भूमि हेतु वन संबंधी मंजूरी (यदि लागू हो) प्राप्त करना।
- घ) परियोजना के लिए अपेक्षित जल के लिए सम्बद्ध प्राधिकरण की मंजूरी (यदि लागू हो) लेना।
- ङ) राज्य ट्रांसमिशन संस्था (एसटीयू)/केंद्रीय ट्रांसमिशन संस्था (सीटीयू) (अथवा सोलर पावर पार्क विकासक से, यदि चुना हुआ स्थान कोई सोलर पार्क हो) से पत्र प्राप्त करना, जिसमें एसटीयू/सीटीयू सब-स्टेशन के साथ कनेक्टिविटी की तकनीकी व्यवहार्यता की पुष्टि की गई हो। यदि परियोजना स्थल खरीदार/अंतिम खरीदार से सम्बद्ध राज्य में स्थित हो, तो राज्य सरकार संयंत्र की कनेक्टिविटी एसटीयू/सीटीयू सब-स्टेशन के साथ कायम करने में आवश्यक मदद करेगी।

4. बोली संरचना

- 4.1 **बोली पैकेज:** आकार की किफायत की दृष्टि से बोलियां एक पैकेज के रूप में तैयार की जाएंगी। पैकेज का न्यूनतम आकार 50 मे.वा. का होगा।

इसके बावजूद, भूमि की उपलब्धता और ट्रांसमिशन सुविधा पर समुचित विचार करते हुए, पूर्वोत्तर राज्यों, विशेष श्रेणी राज्यों और सोलर पार्कों से बाहर की परियोजनाओं के मामले में छोटे बोली पैकेज भी रखे जा सकते हैं। बोलीदाता को समूचे पैकेज के लिए बोली उद्धृत करनी होगी। खरीदार अधिकतम क्षमता निर्दिष्ट करने का भी चयन कर सकता है, जो आकार की किफायत, भूमि उपलब्धता, संभावित प्रतिस्पर्धा और बाजार के विकास की आवश्यकता जैसे घटकों को ध्यान में रखते हुए सम्बद्ध पक्ष¹ सहित एकल बोली दाता को आवंटित की जा सकती है।

- 4.2 **विद्युत ऊर्जा के संदर्भ में बोलियां :** खरीदार (क) विद्युत क्षमता (मेगावाट) अथवा (ख) ऊर्जा मात्रा (केडब्ल्यूएच या मिलियन यूनिटों अर्थात् एमयू) के संदर्भ में भी बोलियां आमंत्रित करने का चयन कर सकता है।

- 4.3 **बोली मानदंड:** विद्युत की खरीद के लिए खरीदार 'बोली मानदंड के रूप में शुल्क' अथवा 'बोली मानदंड के रूप में व्यवहार्यता अंतराल वित्त पोषण' (वीजीएफ) का चयन कर सकता है।

- 4.3.1 **बोली मानदंड के रूप में शुल्क:** इस मामले में बोली मानदंड बोलीदाता द्वारा उद्धृत शुल्क को बनाया जाएगा। खरीदार निम्नांकित में से किसी एक तरीके को शुल्क आधारित बोली के लिए चुन सकता है: (क) 25 (पच्चीस) वर्ष या उससे अधिक अवधि के लिए रुपये/केडब्ल्यूएच में नियत शुल्क अथवा (ख) नियत रुपये/केडब्ल्यूएच में वार्षिक बढ़ोतरी की पूर्व निर्धारित मात्रा के साथ और तय वर्षों की संख्या जिनमें नियत वृद्धि प्रदान की जाएगी के आधार पर रुपये/केडब्ल्यूएच में बढ़ते शुल्क का चयन। खरीदार निर्दिष्ट करेगा कि बोलीदाता द्वारा उद्धृत शुल्क समुचित आयोग द्वारा अधिसूचित ग्रिड-कनेक्टिड सोलर पीवी पावर प्लांटों के लिए निर्धारित शुल्क से अधिक नहीं हो सकता। बशर्ते आयोग ने उस वित्त वर्ष के लिए ऐसा शुल्क निर्धारित किया हो, जिसके दौरान बोलियां आमंत्रित की गईं। खरीदार आरएफएस में सौर विद्युत उत्पादकों के लिए उपलब्ध उत्पादन आधारित प्रोत्साहन (जीबीआई) अथवा ऐसे अन्य प्रोत्साहनों को उजागर कर सकता है।

- 4.3.2 **बोली मानदंड के रूप में वीजीएफ:** इसके अंतर्गत एक ऐसी व्यवस्था शामिल है, जिसमें सौर विद्युत उत्पादक को वित्तीय सहायता के साथ एक पूर्व निर्धारित शुल्क प्रस्तावित किया जाता है, ताकि सौर विद्युत उत्पादक शुल्क की उस दर पर विद्युत आपूर्ति कर सके। वीजीएफ आधारित बोली के लिए, खरीदार आरएफएस जारी करने से पहले निम्नांकित बातें निर्दिष्ट करेगा: (क) पीपीए की अवधि के लिए चुने हुए सौर विद्युत उत्पादकों देय पूर्व निर्धारित शुल्क और सौर विद्युत उत्पादक(कों) के लिए

¹ कम्पनी के संबंध में सम्बद्ध पक्ष का अर्थ है, ऐसा व्यक्ति, जो उस कम्पनी को नियंत्रित करता हो, उसके द्वारा नियंत्रित हो, अथवा उसके संयुक्त नियंत्रण में हो। यहां 'नियंत्रण' का अर्थ है, ऐसी कम्पनी के 50 प्रतिशत से अधिक वोटिंग शेयर प्रत्यक्ष या परोक्ष 'स्वामित्व' रूप से धारण करना अथवा बहुसंख्यक निदेशकों की नियुक्ति का अधिकार रखना।

व्यवहार्यता अंतराल वित्त पोषण (वीजीएफ) की अधिकतम राशि। बोलीदाताओं को उनके द्वारा अपेक्षित वीजीएफ सहायता उद्धृत करते हुए अपनी बोलियां जमा करानी होंगी। जो बोलीदाता वीजीएफ सहायता प्राप्त करने के इच्छुक न हों, वे डिस्काउंट युक्त टैरिफ, यानी खरीदार द्वारा प्रस्तावित पूर्व-निर्धारित शुल्क से कम शुल्क, उद्धृत कर सकते हैं। खरीदार को आरएफएस और परियोजना अनुबंधों में एक उपयुक्त वीजीएफ सुरक्षा व्यवस्था निर्दिष्ट करनी होगी, ताकि परियोजना विकसित न होने और/या समझौते के अनुसार परियोजना संचालित न हो पाने की स्थिति में ऋणदाता की अपेक्षाओं के संदर्भ में बाजार पद्धतियों के साथ संतुलन कायम करते हुए वीजीएफ संवितरित करने वाली एजेंसी द्वारा वीजीएफ राशि की वसूली हेतु एक फ्रेमवर्क प्रदान किया जा सके।

5. विद्युत खरीद समझौता

सफल बोलीदाता के साथ हस्ताक्षर किए जाने के लिए प्रस्तावित पीपीए का मसौदा और पीएसए का मसौदा (यदि लागू हो) आरएफएस के साथ जारी किया जाएगा। पीपीए के हिस्से के रूप में शामिल किए जाने वाले मानक प्रावधानों में अन्य बातों के अलावा निम्नांकित शामिल हैं, जिनके लिए, अन्यथा निर्दिष्ट न होने की स्थिति में, पीएसए में एक के बाद एक प्रावधान किया जाएगा:

5.1 **पीपीए अवधि:** पीपीए की अवधि शुल्क को प्रभावित करती है, चूंकि इससे उस अवधि का निर्धारण होता है, जिसमें निवेशक/एसपीडी की निवेश राशि उसे वापस मिलती है। ऐसे में कम शुल्क के लिए लम्बी अवधि के पीपीए को वरीयता दी जाती है। इस प्रकार पीपीए अवधि उत्पादन की निर्धारित तारीख (एससीडी) से 25 (पच्चीस) वर्ष से अधिक नहीं होनी चाहिए। पीपीए अवधि समाप्त होने के बाद सौर विद्युत उत्पादक अपने संयंत्र संचालित करने के लिए मुक्त हो जाते हैं, बशर्ते भूमि आदि ढांचे का स्वामित्व रखने वाली एजेंसियों, सम्बद्ध ट्रांसमिशन संस्थाओं और सिस्टम ऑपरेटरों के साथ तत्संबंधी समझौता हो। यहां यह स्पष्ट किया जाता है कि खरीदार द्वारा परियोजना स्थल सोलर पार्क में अथवा अन्यत्र निर्दिष्ट किए जाने की स्थिति में खंड 3.2.1 और 3.2.2 के अनुसार खरीदार का भूमि की व्यवस्था करने का दायित्व पीपीए की अवधि तक सीमित रहता है।

5.2 **खरीदी जाने वाली विद्युत/ऊर्जा की मात्रा:** विद्युत की खरीद विद्युत (मेगावाट) के संदर्भ में अथवा ऊर्जा के संदर्भ में (केडब्ल्यूएच या मिलियन यूनिट अर्थात् एमयू), निर्धारित की जा सकती है।

5.2.1 विद्युत के संदर्भ में खरीद (मेगावाट) :

क) यदि खरीद विद्युत (मेगावाट) के संदर्भ में की जाती है, तो क्षमता उपयोग घटक (सीयूएफ) की श्रेणी का उल्लेख बोली दस्तावेज में करना होगा। सीयूएफ की गणना वार्षिक आधार पर होगी। यदि परियोजना से न्यूनतम सीयूएफ के समनुरूप से कम ऊर्जा उत्पादित और सप्लाई की जाती है, तो सौर विद्युत उत्पादक अनुबंधित सीयूएफ स्तर से कम विद्युत उपलब्धता के कारण खरीदार को जुर्माना अदा करेगा। ऐसे जुर्माने की राशि पीपीए की शर्तों के अनुसार तय होगी, जो यह सुनिश्चित करेगा कि पीपीए के अंतर्गत कम उत्पादन और कम विद्युत आपूर्ति के संदर्भ में खरीदार को समस्त लागत समायोजित हो सकें। परंतु, ऊर्जा के संदर्भ में पीपीए के शुल्क पर परिगणित इस कमी की न्यूनतम 25 प्रतिशत (पच्चीस प्रतिशत) लागत समायोजित की जाएगी।

ख) यदि उपलब्धता अधिकतम निर्दिष्ट सीयूएफ से अधिक होगी, तो सौर विद्युत उत्पादक उसे किसी अन्य संस्था को बेचने के लिए स्वतंत्र होगा, परंतु, खरीद से मना करने का प्रथम अधिकार खरीदारों को होगा। यदि खरीदार अधिशेष उत्पादन को खरीदते हैं, तो वे उसे पीपीए शुल्क के 75 प्रतिशत (पचहत्तर प्रतिशत) पर खरीदेंगे और इस आशय का प्रावधान आरएफएस दस्तावेज में स्पष्ट रूप से किया जाएगा।

5.2.2 **ऊर्जा के संदर्भ में खरीद:** ऊर्जा (केडब्ल्यूएच या मिलियन यूनिट अर्थात् एमयू) में खरीद के मामले में, और विद्युत (मेगावाट) के मामले में नहीं, संयंत्र की अनुमत क्षमता का उल्लेख मेगावाट (एसी) के संदर्भ में खरीदार द्वारा आरएफएस में स्पष्ट रूप से किया जाएगा। खरीदार एक न्यूनतम आपूर्ति दायित्व सहित अनुबंधित ऊर्जा मात्रा (सीईक्यू) भी निर्दिष्ट करेगा, जिससे कम आपूर्ति होने पर विकासक को खरीदार को क्षतिपूर्ति करनी होगी और एक गारंटीकृत ऊर्जा समायोजन का भी उल्लेख उसमें होगा, जिसके तहत खरीदार विकासक द्वारा उत्पादित और आपूर्ति की गई समस्त ऊर्जा खरीदने के लिए बाध्य होगा। अधिशेष उत्पादन होने की स्थिति में उसका निपटारा खंड 5.2.1 (ख) में वर्णित अनुसार किया जाएगा।

- 5.2.3 **पुनर्विद्युत:** सौर ऊर्जा उत्पादक पीपीए अवधि के दौरान समय समय पर अपने संयंत्रों को पुनर्विद्युत प्रदान करने के लिए स्वतंत्र होंगे। परंतु, खरीदार का दायित्व केवल पीपीए में निर्दिष्ट सीयूएफ (अथवा सीईक्यू, जो भी प्रासंगिक हो) की रेंज तक विद्युत खरीदने का होगा। अधिशेष उत्पादन होने की स्थिति में उसका निपटारा इन दिशा निर्देशों के खंड 5.2.1 (ख) में वर्णित अनुसार किया जाएगा।
- 5.3 **भुगतान सुरक्षा:** खरीदार नीचे निर्दिष्ट अनुसार भुगतान सुरक्षा के समुचित उपाय करेगा।
- 5.3.1 **परिदृश्य एक: सौर विद्युत उत्पादक से खरीदार द्वारा सीधे खरीद: खरीदार सौर विद्युत उत्पादक को निम्नांकित के जरिए भुगतान सुरक्षा प्रदान करेगा:**
- क) विचारणीय परियोजना से कम से कम एक महीने की औसत बिलिंग राशि के लिए **रिवाल्विंग लेटर आफ क्रेडिट (एलसी)** की व्यवस्था होगी, और
- ख) **भुगतान सुरक्षा निधि**, जो ऐसी निधि से सम्बद्ध सभी परियोजनाओं की कम से कम तीन महीने के बिलों के भुगतान के लिए उपयुक्त सहायता राशि होगी।
- ग) उपरोक्त (क) और (ख) के अतिरिक्त, खरीदार राज्य सरकार की गारंटी प्रदान करने का विकल्प भी चुन सकता है, जो कानूनी रूप में प्रवर्तनीय होगी और सौर विद्युत विकासक के लिए ऊर्जा प्रभार के भुगतान और टर्मिनेशन मुआवजा, यदि कोई हो, दोनों के संदर्भ में पर्याप्त सुरक्षा सुनिश्चित करेगी।
- 5.3.2 **परिदृश्य 2: मध्यस्थ-खरीदार सौर विद्युत उत्पादकों से बिजली खरीदता है और उसे अंतिम खरीदार को बेचता है।**
- क) **मध्यस्थ खरीदार द्वारा सौर विद्युत उत्पादक को दी जाने वाली भुगतान सुरक्षा:**
- मध्यस्थ खरीदार सौर विद्युत उत्पादक को निम्नांकित के जरिए भुगतान सुरक्षा प्रदान करेगा:
- विचारणीय परियोजना से कम से कम एक महीने की औसत बिलिंग राशि के लिए **रिवाल्विंग लेटर आफ क्रेडिट (एलसी)** की व्यवस्था होगी, और;
 - और; **भुगतान सुरक्षा निधि**, जो ऐसी निधि से सम्बद्ध सभी परियोजनाओं की कम से कम तीन महीने के बिलों के भुगतान के लिए उपयुक्त सहायता राशि होगी।
- ख) **अंतिम खरीदार द्वारा मध्यस्थ खरीदार को भुगतान सुरक्षा:**
- अंतिम खरीदार मध्यस्थ खरीदार को निम्नांकित के जरिए भुगतान सुरक्षा प्रदान करेगा:
- विचारणीय परियोजना से कम से कम एक महीने की औसत बिलिंग राशि के लिए **रिवाल्विंग लेटर आफ क्रेडिट (एलसी)** की व्यवस्था होगी; और,
 - राज्य सरकार की गारंटी**, जो कानूनी रूप में प्रवर्तनीय होगी, जिससे ऊर्जा शुल्क भुगतान और टर्मिनेशन क्षतिपूर्ति, यदि कोई हो, दोनों के संदर्भ में पर्याप्त सुरक्षा मिलेगी। [इस खंड के प्रयोजन के लिए, भारतीय रिजर्व बैंक, केन्द्र सरकार और राज्य सरकार के बीच हस्ताक्षरित तृतीय पक्ष समझौता राज्य सरकार की गारंटी के रूप में काम करेगा, जो ऊर्जा प्रभार के भुगतान के लिए सुरक्षा प्रदान करेगा]। मध्यस्थ खरीदार यह सुनिश्चित करेगा कि यह गारंटी लागू होने पर, वह उसे तत्काल सौर विद्युत उत्पादक को हस्तांतरित करेगा, ताकि पीपीए के संदर्भ में सौर विद्युत उत्पादक के देय भुगतान को कवर किया जा सके।
 - उपरोक्त i) और ii) के अतिरिक्त, अंतिम खरीदार भी **भुगतान सुरक्षा निधि** का विकल्प चुन सकता है, जो ऐसी निधि से जुड़ी सभी परियोजनाओं के लिए कम से कम 3 (तीन) महीने के बिलों की भुगतान सुरक्षा के लिए उपयुक्त होगी।

एतद्वारा यह स्पष्ट किया जाता है कि राज्य सरकार की गारंटी का उपयोग तभी किया जायेगा जब मध्यस्थ खरीदार पीपीए के तहत लेटर ऑफ क्रेडिट और भुगतान सुरक्षा निधि, यदि कोई हो, के माध्यम से अपनी देय राशि की वसूली में असमर्थ हो।

- 5.4 **अप्रत्याशित घटनाएं :** पीपीए में अप्रत्याशित घटनाओं (फॉर्स मोश्युर) के लिए प्रावधान किया जाएगा। इनमें अप्रत्याशित घटनाओं की परिभाषा, तत्संबंधी अपवाद, उनकी प्रयोज्यता और ऐसी घटनाएं होने की स्थिति में उद्योग मानदंड के अनुसार उपलब्ध राहत संबंधी प्रावधान शामिल हैं।
- 5.5 **ऑफटेक संबंधी बाधाओं के लिए उत्पादन क्षतिपूर्ति :** ट्रांसमिशन ढांचा/ग्रिड उपलब्ध न होने के कारण अथवा किसी बैकडाउन की स्थिति में खरीदार को निर्धारित कार्यक्रम के अनुसार विद्युत ऑफटेक करने में बाधाएं आ सकती हैं।
- 5.5.1 **ट्रांसमिशन ढांचा/ग्रिड अनुपलब्धता के कारण ऑफटेक में रूकावटें:**
- क) **ट्रांसमिशन ढांचा पूरा न होने तैयार न होने के कारण बिजली के ऑफटेक में आने वाली रूकावटों (ट्रांसमिशन बाधाओं) के लिए उत्पादन क्षतिपूर्ति :** संयंत्र चालू होने की निर्धारित तारीख के बाद यदि विद्युत आपूर्ति/ट्रांसमिशन के लिए ढांचा तैयार न होने और उसमें सौर विद्युत उत्पादक का कोई दोष न होने की स्थिति में ऑफटेक बाधाओं के लिए उत्पादन क्षतिपूर्ति निम्नांकित अनुसार की जाएगी:

पारेषण बाधाएं	उत्पादन क्षतिपूर्ति के लिए प्रावधान
यदि संयंत्र तैयार हो परन्तु अपेक्षित विद्युत आपूर्ति/ट्रांसमिशन ढांचा उपलब्ध न हो तो ऐसे में विद्युत ऑफटेक में बाधा आती है।	<p>क) 19 प्रतिशत (उन्नीस प्रतिशत) का नियामक सीयूएफ, या प्रतिबद्ध सीयूएफ, इनमें जो भी कम हो, और उन मामलों में जहां अनुबंध ऊर्जा की शर्तों पर आधारित हो, ग्रिड अनुपलब्धता की अवधि के लिए सीईक्यू का आनुपातिक मूल्य, उत्पादन हानि की गणना के लिए लिया जायेगा।</p> <p>इस उत्पादन हानि के समनुरूप एसपीडी द्वारा परवर्ती 3 (तीन) वर्षों में एसपीडी द्वारा उत्पादित अधिशेष विद्युत खरीदार द्वारा पीपीए टैरिफ की दर पर खरीदी जाएगी, ताकि इस हानि को समायोजित किया जा सके।</p> <p>ख) यदि ट्रांसमिशन में विलम्ब के लिए ट्रांसमिशन नेटवर्क का निर्माण करने वाला संगठन सीधे-सीधे जिम्मेदार हो और उस पर कुछ पेनॉल्टी लगायी गई हो, तो उस राशि का कुछ भाग उत्पादन में हानि की क्षतिपूर्ति के लिए इस्तेमाल किया जा सकता है।</p> <p>विकासकों को क्षतिपूर्ति करने की व्यवस्था निविदा दस्तावेज में तय की जायेगी।</p> <p><i>अनुबंध वर्ष को पीपीए में परिभाषित किया जायेगा।</i></p>

परन्तु, यह स्पष्ट किया जाता है कि यदि संयंत्र एसपीडी से पहले तैयार हो जाता है, लेकिन अपर्याप्त/अधूरे विद्युत पारेषण ढांचे के कारण बिजली प्राप्त करने में बाधा आती है, तो ऐसी स्थिति में कोई क्षतिपूर्ति स्वीकार्य नहीं होगी।

- ख) **ग्रिड अनुपलब्धता के कारण खरीद बाधाओं के लिए उत्पादन क्षतिपूर्ति :** संयंत्र के प्रचालन के दौरान, कुछ ऐसी अवधि हो सकती है, जिसमें संयंत्र से तो बिजली का उत्पादन होता है, लेकिन अस्थायी रूप से पारेषण न हो पाने के कारण विद्युत आपूर्ति नहीं होती, जिसके लिए सौर विद्युत उत्पादक का कोई दोष नहीं होता है। ऐसे मामलों में उत्पादन क्षतिपूर्ति खरीदार द्वारा निम्नांकित रूप में समायोजित की जायेगी:

ग्रिड अनुपलब्धता की अवधि	उत्पादन क्षतिपूर्ति के लिए प्रावधान
पीपीए में परिभाषित अनुसार किसी अनुबंध वर्ष में ग्रिड अनुपलब्धता: (केवल पूर्वाह्न 8 बजे से शाम 6 बजे तक की अवधि की गणना की जाती है):	<p>उत्पादन हानि = $\{(\text{अनुबंध वर्ष के दौरान प्रति घंटा औसत उत्पादन}) \times (\text{अनुबंध वर्ष के दौरान ग्रिड अनुपलब्धता के घंटों की संख्या})\}$</p> <p>जिसमें, अनुबंध वर्ष के दौरान औसत उत्पादन (केडब्ल्यूएच) = अनुबंध वर्ष के दौरान कुल उत्पादन (केडब्ल्यूएच) ÷ अनुबंध वर्ष के दौरान उत्पादन के कुल घंटे</p> <p>एसपीडी द्वारा इस उत्पादन हानि के समान किया गया अधिक उत्पादन खरीदार द्वारा पीपीए शुल्क दर पर खरीदा जायेगा ताकि वह आगामी 3 (तीन) अनुबंध वर्षों में इस हानि को समायोजित कर सके।</p> <p><i>अनुबंध वर्ष को पीपीए में परिभाषित किया जायेगा।</i></p>

परन्तु यह उपबंधित है कि उपरोक्त खंड 5.5.1 में प्रदत्त व्यवस्था के विकल्प के रूप में, खरीदार पीपीए शुल्क के संदर्भ में खंड 5.5.1 में परिभाषित उत्पादन हानि के लिए और पीपीए में परिभाषित अनुसार किसी अनुबंध वर्ष में 50 घंटे से अधिक ग्रिड अनुपलब्धता के लिए क्षतिपूर्ति करने का चयन कर सकता है।

- 5.5.2 **बैकडाउन के कारण ऑफटेक बाधाएं :** सौर विद्युत उत्पादक और खरीदार समुचित आयोग द्वारा इस बारे में बनाए गए विनियमों के अनुसार पूर्वानुमान और शेड्यूलिंग प्रक्रिया का अनुसरण करेंगे। भारतीय विद्युत ग्रिड कोड (आईईजीसी) की धारा 5.2(यू) के अनुसार, भारत सरकार, सौर विद्युत परियोजनाओं के “अनिवार्य संचालन” की स्थिति को प्रोत्साहित करती है। तदनुसार, किसी डिस्कॉम/खोड डिस्पैच सेंटर (एलडीसी) द्वारा, विधिवत रूप से संचालित किसी सौर विद्युत संयंत्र को बैकडाउन का निर्देश नहीं दिया जाना चाहिए। ग्रिड सुरक्षा या किसी उपकरण अथवा कार्मिक की सुरक्षा या किसी अन्य ऐसी स्थिति के कारण होने वाले बैक डाउन को छोड़कर, यदि बैकडाउन की ऐसी कोई आपात स्थिति पैदा होती है, तो सौर विद्युत उत्पादक खरीदार से निम्नांकित अनुसार न्यूनतम उत्पादन क्षतिपूर्ति किए जाने का पात्र होगा:—

बैकडाउन की अवधि	उत्पादन क्षतिपूर्ति के लिए प्रावधान
मासिक बिलिंग साइकिल के दौरान बैकडाउन के घंटे	<p>न्यूनतम उत्पादन क्षतिपूर्ति =</p> <p>$[(\text{महीने के दौरान प्रति घंटा औसत उत्पादन}) \times (\text{महीने के दौरान बैकडाउन के घंटों की संख्या}) \times \text{पीपीए टैरिफ}] \text{ का } 50 \text{ प्रतिशत}$</p> <p>जिसमें, माह के दौरान प्रति घंटा औसत उत्पादन (केडब्ल्यूएच) =</p> <p>$\text{महीने के दौरान कुल उत्पादन (केडब्ल्यूएच)} \div \text{महीने के दौरान उत्पादन के कुल घंटे।}$</p>

उत्पादन क्षतिपूर्ति क्षेत्रीय विद्युत लेखा (आरईए) की प्राप्ति के बाद अगले महीने के विद्युत बिल के हिस्से के रूप में अदा की जाएगी। इस उत्पादन क्षतिपूर्ति पर कोई व्यापार मार्जिन लागू नहीं होगा। बैकडाउन प्रयोजनों के संदर्भ में उत्पादन क्षतिपूर्ति के निवारण के लिए संभावित शर्तों का उल्लेख आरएफएस और पीपीए में स्पष्ट रूप से निर्दिष्ट किया जाएगा।

5.6 डिफॉल्ट की स्थिति और उसके परिणाम

सम्बद्ध पार्टियों के डिफॉल्ट की स्थिति के बारे में विस्तृत प्रावधान और उसके परिणामों का ब्यौरा एसबीडीज़ में दिया जाएगा, यह खंड सौर विद्युत उत्पादक और खरीदार (बिचौलिया खरीदार को छोड़कर) के डिफॉल्ट के संदर्भ में अनुबंधात्मक रूप में निपटने के व्यापक सिद्धांतों का वर्णन करता है।

5.6.1 उत्पादक के डिफॉल्ट होने की स्थिति और उसके परिणाम:

- क) सौर विद्युत उत्पादक के निर्दिष्ट अवधि के दौरान संयंत्र चालू करने में विफल रहने, अथवा पीपीए की शर्तों के अनुसार विद्युत आपूर्ति न कर पाने की स्थिति में, अथवा पीपीए की शर्तों के विपरीत अपने किन्हीं अधिकारों या दायित्वों को किसी अन्य को

सौंपने या हस्तांतरित करने, अथवा पीपीए की शर्तों से मुक्त करने, अथवा पीपीए के प्रावधानों का उल्लंघन करते हुए अपने प्रोमोटर्स के नियंत्रण या शेयरधारिता में कोई बदलाव करने अथवा पीपीए में वर्णित कोई अन्य भूल-चूक करने और उपरोक्त गलतियों को पीपीए में वर्णित अनुसार उपचार अवधि के दौरान उपचारित करने में विफल रहने की स्थिति में सौर विद्युत उत्पादक को डिफॉल्टर समझा जाएगा।

- ख) डिफॉल्टर होने की स्थिति में, सौर विद्युत उत्पादक को पीपीए में वर्णित अनुसार खरीदार को क्षतिपूर्ति करनी होगी। खरीदार को उक्त क्षति वसूल करने के लिए बैंक गारंटी, यदि कोई हो, को ज़ब्त करने का हक होगा, और इसका उसके द्वारा किसी अन्य कानूनी उपाय या कार्रवाई करने पर कोई प्रभाव नहीं पड़ेगा।
- ग) उपरोक्त अनुसार क्षतिपूर्ति के अतिरिक्त, सौर विद्युत उत्पादक के डिफॉल्ट की स्थिति में, पीपीए में उपबंधित प्रतिस्थापन समझौते और खरीदार की सहमति के अनुसार, लेनदार को अपने प्रतिस्थापन अधिकार का इस्तेमाल करने की छूट होगी। परंतु, यदि देनदार निर्धारित अवधि में डिफॉल्टर सौर विद्युत उत्पादक से प्रतिस्थापन नहीं कर पाता है, तो खरीदार पीपीए को समाप्त कर सकता है और देय ऋण के 90 प्रतिशत के समकक्ष परियोजना की परिसम्पत्तियों का अधिग्रहण कर सकता है। ऐसा न कर पाने की स्थिति में ऋणदाता अपने रेहन (मार्टगेज) अधिकारों का इस्तेमाल कर सकता है और परियोजना परिसम्पत्तियों का समापन कर सकता है।

5.6.2 खरीदार का डिफॉल्टर होना और उसके परिणाम:

- क) यदि अन्य बातों के अलावा खरीदार मासिक और/या पूरक बिलों का भुगतान निर्धारित अवधि के दौरान करने में विफल रहता है, या वह पीपीए से मुक्त होता है, तो ऐसे में डिफॉल्टर खरीदार निर्धारित अवधि में पीपीए से संबंधित अपने हिस्से में किसी अन्य को सम्बद्ध बनाने सहित उसे किसी तृतीय पक्ष को हस्तांतरित कर सकता है, परंतु इसके लिए उसे सौर विद्युत उत्पादक की पूर्व सहमति प्राप्त करनी होगी।
- ख) यदि उक्त हस्तांतरण सौर विद्युत उत्पादक को स्वीकार्य नहीं होगा, अथवा डिफॉल्टर खरीदार द्वारा निर्धारित अवधि में हस्तांतरण का कोई प्रयास नहीं किया जाएगा, तो सौर विद्युत उत्पादक पीपीए को समाप्त कर सकता है और अपने विवेकाधिकार से डिफॉल्टर खरीदार से या तो (i) देय ऋण की राशि के समकक्ष समापन क्षतिपूर्ति का भुगतान करके परियोजना की परिसम्पत्तियों और पीपीए में वर्णित अनुसार 150 प्रतिशत समायोजित इक्विटी का अधिग्रहण कर सकता है अथवा, (ii) सौर विद्युत उत्पादक डिफॉल्टर से कह सकता है कि वह उसे छह महीने अथवा पीपीए की बकाया अवधि के लिए, इनमें जो भी कम हो, की समकक्ष राशि का भुगतान अनुबंधात्मक क्षमता में करे। ऐसे में परियोजना की परिसम्पत्तियां सौर विद्युत उत्पादक द्वारा रखी जाएंगी।

पीपीए के समापन की स्थिति में संयंत्र की कनेक्टिविटी के लिए एसटीयू/सीटीयू को देय कोई क्षति या शुल्क खरीदार द्वारा वहन किया जाएगा।

5.7 कानून में बदलाव:

- 5.7.1 कानून में बदलाव के कारण यदि सौर विद्युत उत्पादक को कोई वित्तीय हानि/लाभ होता है, तो यह सुनिश्चित करने के लिए कि सौर विद्युत उत्पादक उसी वित्तीय स्थिति में रहे, जिसमें कानून में बदलाव न होने की स्थिति में वह रहता, सौर विद्युत उत्पादक/खरीदार अन्य पक्ष द्वारा क्षतिपूर्ति किए जाने के हकदार होंगे, जो भी स्थिति हो, परंतु, इसमें शर्त यह होगी कि क्षतिपूर्ति भुगतान की मात्रा और विधि का निर्धारण समुचित आयोग द्वारा किया जाएगा और वह उस तारीख से प्रभावी होगी, जो समुचित आयोग तय करेगा।
- 5.7.2 इन दिशा-निर्देशों में, कानून में बदलाव बोली जमा कराने की अंतिम तारीख के बाद निम्नांकित घटनाओं में से किसी एक घटना के होने से सम्बद्ध होगा, अर्थात् (i) किसी नए कानून का अधिनियमन; अथवा (ii) किसी प्रचलित कानून में संशोधन, परिवर्तन या निरसन; अथवा (iii) कोई नई सहमति, परमिट या लाइसेंस प्राप्त करने की आवश्यकता; अथवा (iv) कोई सहमति, परमिट या लाइसेंस प्राप्त करने के लिए निर्धारित प्रचलित शर्तों में कोई बदलाव, जिसमें सौर विद्युत उत्पादक का कोई डिफॉल्ट न हो; अथवा (v) ऐसे करों की दरों में कोई बदलाव, जिनका प्रत्यक्ष प्रभाव परियोजना पर पड़ता हो। परंतु, कॉर्पोरेट आय पर करों में परिवर्तन अथवा आय या लाभ/अंश पर विद्दोल्लिंडिंग कर में किसी परिवर्तन को कानून में परिवर्तन नहीं समझा जाएगा।

6. बोली प्रक्रिया

- 6.1 खरीदार एकल चरण वाली बोली प्रक्रिया अपनाते हुए बोलियां आमंत्रित करेगा, जिन्हें इलेक्ट्रॉनिक मोड (ई-बिडिंग) के जरिए संचालित किया जाएगा। खरीदार वांछित होने पर ई-रिवर्स नीलामी प्रक्रिया भी अपना सकता है। एक सफल ट्रैक रिकॉर्ड और समुचित संरक्षा, सुरक्षा और गोपनीयता की विशेषताओं के साथ ई-खरीद मंचों का इस्तेमाल किया जाएगा। सोलर पार्क विषयक परियोजना के मामले में, बोली प्रक्रिया प्रारंभ किए जाने की जानकारी खरीददार द्वारा एसपीपीडी को दी जाएगी। एसपीपीडी को बोली प्रक्रिया में सक्रिय रूप से शामिल करना होगा, इसके लिए उसे भूमि और ढांचा संबंधी सभी आवश्यक जानकारी देनी होगी और उसे बोलीदाताओं के लिए पहुंच योग्य केंद्रीकृत डेटा कक्षों में उपलब्ध कराना होगा।
- 6.2 खरीदार इन दिशा-निर्देशों के संदर्भ में सोलर फोटोवोल्टेइक पॉवर प्लांट्स की संस्थापना के लिए आरएफएस में भागीदार बनने हेतु आमंत्रित करेगा।
- 6.3 आरएफएस सहित बोली दस्तावेज और पीपीए का मसौदा इन दिशा-निर्देशों और एसबीडीज़ के सहयोग से खरीदार द्वारा तैयार किया जाएगा। यदि परियोजना किसी सोलर पार्क में स्थापित की जानी हो, तो खरीदार बोलीदाताओं को कार्यान्वयन समर्थक समझौते और भूमि संबंधी समझौतों के मसौदों तक एक्सेस प्रदान करेगा।
- 6.4 खरीदार कम से कम दो राष्ट्रीय अखबारों में आरएफएस नोटिस प्रकाशित करेगा और अपनी वेबसाइट पर उसे प्रदर्शित करेगा, ताकि व्यापक प्रचार किया जा सके।
- 6.5 खरीदार संभावित बोलीदाताओं को बोली पूर्व सम्मेलन के अवसर प्रदान करेगा, और किसी भी बोलीदाता को निविदा दस्तावेज की लिखित व्याख्या प्रदान करेगा, जो अन्य बोलीदाताओं को भी उपलब्ध कराई जाएगी। सभी सम्बद्ध पार्टियां पूरी तरह लिखित पत्राचार पर निर्भर करेंगी। बोली दस्तावेज में कोई स्पष्टीकरण या संशोधन समुचित जानकारी के लिए खरीदार की वेबसाइट पर अपलोड किया जाएगा। बोली दस्तावेज में कोई संशोधन या परिवर्तन किए जाने की स्थिति में, बोलीदाताओं को बोलियां जमा कराने के लिए ऐसे संशोधन की तारीख से कम से कम 7 दिन का समय दिया जाएगा।

7. आरएफएस दस्तावेज

खरीदार द्वारा आरएफएस में प्रदान किए जाने वाले मानक प्रावधानों में निम्नांकित शामिल होंगे:

7.1 बोली उत्तरदायित्व

बोली का मूल्यांकन तभी किया जाएगा, जब वह उत्तरदायित्वपूर्ण हो और अन्य बातों के अलावा निम्नलिखित शर्तें पूरी करती हो:—

- बोलीदाता अथवा उसका कोई भी सम्बद्ध पक्ष जानबूझ कर किसी ऋणदाता का डिफॉल्टर नहीं होना चाहिए।
- बोलीदाता अथवा उसके किसी सम्बद्ध पक्ष के खिलाफ कोई बड़ा मुकदमा बकाया या आशंकित नहीं होना चाहिए, जिसका स्वरूप ऐसा हो, जो बोलीदाता द्वारा परियोजना प्रारंभ करने की उसकी योग्यता या उपयुक्तता के प्रति संदेह पैदा करता हो।

7.2 बोलीदाता द्वारा पूरी की जाने वाली योग्यता संबंधी अपेक्षाएं :

7.2.1 तकनीकी मानदंड :

सरकार संवर्धित भागीदारी के जरिए प्रतिस्पर्धा को बढ़ाना चाहती है। परंतु, परियोजनाओं का समुचित कार्यान्वयन सुनिश्चित करने के लिए खरीदार बोलीदाताओं के साथ अपने अतीत के अनुभव सहित निर्दिष्ट तकनीकी मानदंड का चयन कर सकता है। ऐसे परियोजना विकासकों, 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 हासिल किया जा सके।

7.2.2 वित्तीय मानदंड

क) निवल मालियत:

- i. खरीदार योग्यता संबंधी अपेक्षा के हिस्से के रूप में निवल मालियत के रूप में वित्तीय मानदंड निर्दिष्ट करेगा। सोलर पीवी विद्युत परियोजनाओं के लिए बोली आमंत्रित किए जाने के वर्ष में निवल मालियत सीईआरसी बेंचमार्क पूंजी लागत अथवा अनुमानित परियोजना लागत का कम से कम 20 प्रतिशत होनी चाहिए।

- ii. उपरोक्त प्रयोजन के लिए विचारित निवल मालियत बोलीदाता कम्पनी या कंसोर्टियम की संचयी निवल मालियत होगी, जिसमें बोलीदाता(ओं) के उन सम्बद्ध पक्षों की निवल मालियत भी शामिल मानी जाएगी, जो अपेक्षित इक्विटी फंडिंग में अंशदान करने के प्रति वचनबद्ध हों और बोलीदाता(ओं) के विफल रहने की स्थिति में आरएफएस के अनुसार बैंक गारंटी दे सकते हों।
- iii. यह स्पष्ट किया जाता है कि इस खंड के लिए विचारित निवल मालियत कम्पनी अधिनियम के अनुसार परिगणित समग्र निवल मालियत होगी।

ख) लिक्विडिटी:

यह अनिवार्य है कि बोलीदाता के पास पर्याप्त नकदी प्रवाह/आंतरिक संभूतियां/कोई बैंक गारंटी होनी चाहिए, ताकि वह परियोजना के लिए अपेक्षित धन की व्यवस्था कर सके। तदनु रूप, खरीदार उपयुक्त मानदंड का वर्णन कर सकता है, जैसे वार्षिक कारोबार, आंतरिक संसाधन सृजन, बैंक जमा राशियां/ऋण व्यवस्था, बोली क्षमता, आदि।

7.3 जमा की जाने वाली अग्रिम राशि (ईएमडी):

बोलीदाता द्वारा बैंक गारंटी के रूप में अग्रिम राशि (ईएमडी) की निर्धारित मात्रा जमा करानी होगी। सौर विद्युत उत्पादक द्वारा निर्धारित अवधि के दौरान पीपीए पर हस्ताक्षर करने में विफल रहने की स्थिति में अग्रिम राशि (ईएमडी) जब्त कर ली जाएगी।

7.4 विदेशी बोलीदाताओं द्वारा एफडीआई कानूनों का अनुपालन

यदि किसी विदेशी कम्पनी को सफल बोलीदाता के रूप में चुना जाता है, तो उसे भारत में प्रत्यक्ष विदेशी निवेश संबंधी कानूनों और प्रावधानों का अनुपालन करना होगा।

8. बोली जमा कराना और उनका मूल्यांकन

- 8.1 बोलीदाताओं द्वारा कंसोर्टियम के गठन की अनुमति दी जाएगी, जिसके अंतर्गत कंसोर्टियम एक प्रमुख सदस्य की पहचान करेगा, जो बोली प्रक्रिया के दौरान समस्त पत्राचार के लिए एक सम्पर्क बिंदु के रूप में काम करेगा। खरीदार कंसोर्टियम के प्रमुख सदस्य के लिए तकनीकी और वित्तीय मानदंड और लॉक-इन अवधि निर्दिष्ट कर सकता है।
- 8.2 खरीदार बोलियों के मूल्यांकन के लिए एक समिति (मूल्यांकन समिति) का गठन करेगा, जिसमें कम से कम तीन सदस्य होंगे। इनमें से कम से कम एक सदस्य वित्तीय मामलों/बोली मूल्यांकन में विशेषज्ञ होना चाहिए।
- 8.3 बोलीदाताओं को आरएफएस में निर्दिष्ट अनुसार अप्रतिदेय प्रोसेसिंग शुल्क और/या परियोजना विकास शुल्क जमा कराना पड़ सकता है।
- 8.4 बोलीदाताओं को तकनीकी और मूल्य संबंधी अलग अलग बोलियां जमा करानी पड़ सकती हैं। बोलीदाताओं को अपनी बोलियों के साथ ईएमडी के रूप में बोली-धरोहर राशि भी जमा करानी पड़ेगी।
- 8.5 तकनीकी बोली का मूल्यांकन यह सुनिश्चित करने के लिए किया जाएगा कि जमा कराई गई बोलियां सभी मूल्यांकन मानदंड के अनुसार आरएफएस दस्तावेज में वर्णित पात्रता मानदंड पूरे करती हैं। मूल्य संबंधी बोलियों का मूल्यांकन केवल उन्हीं बोलियों के संदर्भ में किया जाएगा, जो आरएफएस दस्तावेज में निर्धारित मूल्यांकन मानदंडों को पूरा करती होंगी।
- 8.6 प्रतिस्पर्धा सुनिश्चित करने के लिए क्वालिफाइड बोलीदाताओं की न्यूनतम संख्या दो होनी चाहिए। यदि बोली के तीन प्रयासों के बाद भी क्वालिफाइड बोलीदाता दो से कम होंगे, और खरीदार इससे आगे भी बोली प्रक्रिया जारी रखने का इच्छुक होगा, तो वह समुचित आयोग की सहमति से ऐसा कर सकता है।
- 8.7 टेंडर की शर्तों का उल्लंघन होने की स्थिति में मूल्य संबंधी बोली रद्द कर दी जाएगी। इस स्तर पर आमतौर पर बोलीदाताओं के स्पष्टीकरण संबंधी अनुरोध पर विचार नहीं किया जाएगा।
- 8.8 **बोलियों के मूल्यांकन के लिए खरीदार द्वारा अपनाई जाने वाली बोली मूल्यांकन पद्धति:**
- 8.8.1 इन दिशा-निर्देशों के संदर्भ में खरीददारों द्वारा अपनाए गए शुल्क ढांचे पर आधारित बोली व्यवस्था निम्नांकित अनुसार होगी:

- क) शुल्क को मानदंड में शामिल किए जाने के मामले में बोलियों की तुलना आरएफएस में निर्दिष्ट बोली मानदंड अर्थात् नियत शुल्क अथवा प्रथम वर्ष के शुल्क के आधार पर की जाएगी। बोलीदाताओं की वरीयता “न्यूनतम शुल्क” उद्धृत करने वाले बोलीदाता से प्रारंभ होगी।
- ख) वीजीएफ को मानदंड के रूप में शामिल करते हुए बोलियों का मूल्यांकन उद्धृत वीजीएफ सहायता के आधार पर किया जाएगा। बोलीदाताओं को भारतीय रुपये में एकल सकारात्मक संख्या उद्धृत करते हुए बोली लगानी होगी। बोलीदाता नकारात्मक वीजीएफ उद्धृत नहीं कर सकते। शून्य वीजीएफ उद्धृत करने वाले बोलीदाता डिस्काउंटिड शुल्क प्रस्तावित करते हुए, खरीदार द्वारा प्रस्तावित पूर्व निर्धारित से कम दर पर अपनी बोली जमा करा सकते हैं। बोलीदाताओं की वरीयता “सबसे कम शुल्क” उद्धृत करने वाले बोलीदाता से प्रारंभ की जाएगी और “अधिकतम वीजीएफ” (एच 1) उद्धृत करने वाले तक जाएगी।
- 8.9 बोली के मूल्यांकन और बोलीदाता के चयन के बारे में विस्तृत प्रक्रिया आरएफएस दस्तावेज में निर्धारित की जाएगी।
9. **बोली प्रक्रिया के लिए निर्दिष्ट समय सारिणी**
- 9.1 आरएफएस दस्तावेज जारी करने और बोली जमा कराने की अंतिम तारीख के बीच बोली प्रक्रिया की न्यूनतम अवधि 30 दिन होगी। बोली प्रक्रिया के लिए संकेतात्मक समयसारिणी संलग्नक-1 में दी गई है। सामान्य परिस्थितियों में बोली प्रक्रिया 120 दिन की अवधि में पूरी होने की संभावना होती है।
- 9.2 खरीदार संलग्नक-1 में वर्णित समय सीमा का विस्तार कर सकते हैं और इसे दिशा-निर्देशों का उल्लंघन नहीं समझा जाएगा।
10. **ठेका देना और कार्य पूरा करना**
- 10.1 बोली लगाने में सफल रहे ठेकेदार/परियोजना कंपनी या बोली लगाने के लिए गठित विशेष उद्देश्य कंपनी (एसपीवी) के साथ बिजली खरीद समझौते (पीपीए) पर दस्तखत किये जाएंगे।
- 10.2 बोली लगाने की प्रक्रिया पूरी होने के बाद आरएफएस बोलियों के मूल्यांकन के लिए गठित मूल्यांकन समिति बोलियों की आलोचनात्मक समीक्षा करेगी इस बात के औचित्य का प्रमाणपत्र देगी कि बोली की प्रक्रिया और मूल्यांकन का कार्य आरएफएस (चयन हेतु अनुरोध) के प्रावधानों के अनुसार किया गया है।
- 10.3 पारदर्शिता के लिए खरीदार पीपीए पर अमल के बाद बोली लगाने में सफल रहे बोलीदाता (ओं) के नाम(में), उनके द्वारा लगाई गई बोली में बताए गये शुल्क और उसके विभिन्न घटकों के व्यौरे, अगर कोई हो तो उसका सार्वजनिक रूप से एलान करेगा। सार्वजनिक रूप से यह घोषणा खरीदार के वेबसाइट पर वांछित विवरण को पोस्ट करके 30 (तीस) दिन तक उसका प्रदर्शन करके किया जाएगा।
- 10.4 अधिनियम के प्रावधानों के अधीन वितरण लाइसेंस हासिल करने वाला या मध्यस्थ खरीदार, जो भी स्थिति हो, अधिनियम के अनुच्छेद 63 के अनुसार उपयुक्त आयोग से शुल्क दरों को मंजूरी दिलवाने के लिए आयोग से अनुरोध करेगा।
11. **बैंक गारंटी**
- सौर ऊर्जा उत्पादक खरीदार को आरएफएस और पीपीए की शर्तों के अनुसार निम्नलिखित बैंक गारंटियां देगा:
- 11.1 जमा की गयी अग्रिम धनराशि (ईएमडी) का निर्धारण खरीदार द्वारा किया जाएगा (जो बोली आमंत्रण वाले वित्त वर्ष के केन्द्रीय विद्युत विनियामक आयोग द्वारा निर्धारित सोलर फोटो वोल्टैक बिजली परियोजना की लागत या अनुमानित परियोजना लागत के दो प्रतिशत से ज्यादा नहीं होगा)। अग्रिम धनराशि बैंक गारंटी के रूप में आरएफएस (स्वीकृति के अनुरोध) के उत्तर के साथ प्रस्तुत की जाएगी।
- 11.2 निष्पादन बैंक गारंटी (पीबीजी) का निर्धारण खरीदार द्वारा पीपीए प्रस्तुत करते समय किया जाएगा [लेकिन यह खरीदार द्वारा निर्दिष्ट स्थान होने पर केन्द्रीय विद्युत विनियामक आयोग द्वारा बोली आमंत्रित किये जाने वाले साल में परियोजना लागत के 4 प्रतिशत (चार प्रतिशत) से अधिक और सौर ऊर्जा उत्पादक द्वारा स्थान का चयन किये जाने की स्थिति में 5 प्रतिशत (पांच प्रतिशत) या अनुमानित परियोजना लागत से अधिक नहीं होना चाहिए। अन्य उपायों के अलावा सोलर पावर जनरेटर को विद्युत खरीद समझौते की शर्तों में निर्दिष्ट प्रावधानों के संदर्भ में किसी तरह का नुकसान होने/क्षयताएं उत्पन्न होने पर पीबीजी

का नकदीकरण किया जा सकेगा. यहां यह स्पष्ट किया जाता है कि मध्यस्थ खरीदार द्वारा पीपीए की शर्तों के अनुसार सोलर पावर जनरेटर में किसी प्रकार की चूक होने पर पीबीजी के नकदीकरण के जरिए क्षतिपूर्ति/देयताएं वसूले जाने की स्थिति में क्षति/देयता पीएसए की शर्तों के अनुसार मध्यस्थ खरीदार द्वारा आखिरी खरीदार को अंतरित कर दी जाएगी.

12. वित्तीय समाप्ति

सौर ऊर्जा जनरेटर पीपीए की शर्तों के अनुसार विद्युत खरीद समझौते पर हस्ताक्षर होने की तारीख के 7 (सात) महीनों में वित्तीय समापन हासिल कर लेगा.

ऐसा न होने पर खरीदार पीबीजी का नकदीकरण करा सकता है बशर्ते देरी का कारण अनुच्छेद 3.2.1 और अनुच्छेद 3.2.2 के अनुसार सरकार द्वारा खरीदार को जमीन के आबंटन में देरी रहा हो, न कि सोलर पावर उत्पादक के कृत्य/अकृत्य जैसे किसी अपरिहार्य कारण से. लेकिन वित्तीय समापन के लिए खरीदार को और समय देने के बारे में विचार किया जा सकता है जो तभी किया जाएगा जब सोलर पावर जनरेटर पीपीए में निर्दिष्ट जुर्माने का भुगतान कर दे. इस विस्तार का एससीडी पर कोई असर नहीं पड़ेगा और जो भी जुर्माना दिया गया होगा वह एससीडी की अवधि में सोलर पावर जनरेटर के सफलतापूर्वक चालू होने पर बिना व्याज के लौटा दिया जाएगा.

13. न्यूनतम चुकता शेयर पूंजी का प्रोमोटर द्वारा रखा जाना

13.1 सफल बोलीदाता अगर एकल कंपनी हो तो उसे यह सुनिश्चित करना होगा कि एसपीवी/पीपीए पर दस्तखत करने वाली कंपनी में उसकी हिस्सेदारी सीओडी (जिसे अनुच्छेद 15 में परिभाषित किया गया है) की तारीख से एक साल पहले खरीदार की पूर्वानुमति कि बिना किसी भी समय 51 (इक्यावन) प्रतिशत से नीचे न पहुंचे. अगर सफल बोलीदाता कंपनियों का समूह हो तो इस स्थिति में एसपीवी/पीपीए पर दस्तखत करने वाली परियोजना कंपनी में समूह की कंपनियों की संयुक्त हिस्सापूंजी खरीदार की पूर्वानुमति के बिना सीओडी से एक साल पहले किसी भी वक्त 51 प्रतिशत से नीचे नहीं पहुंचनी चाहिए. लेकिन अगर सफल बोलीदाता स्वयं ही पीपीए कर रहा हो तो उसे यह सुनिश्चित करना होगा कि उसके प्रोमोटर सीओडी से एक साल पहले तक खरीदार की अनुमति के बिना कंपनी पर अपना नियंत्रण² खत्म न होने दें. ऐसी स्थिति में यह भी जरूरी होगा कि सफल बोलीदाता अपने प्रोमोटरों और उनकी हिस्सापूंजी के बारे में खरीदार के साथ विद्युत खरीद समझौते पर दस्तखत करने से पहले सूचनाएं उपलब्ध करा दे.

13.2 सीओडी से एक साल पूरा हो जाने के बाद हिस्सापूंजी में कोई भी बदलाव खरीदार को सूचना देकर किया जा सकता है.

13.3 अगर सोलर पावर जनरेटर ने किसी ऋणदाता(ओं) की देनदारी चुकाने में चूक की हो तो ऋणदाता को इस बात का अधिकार होगा कि वह खरीदार की सहमति से 'प्रोमोटर बदल' सके.

14. चालू करना

14.1 आंशिक रूप से चालू करना

खरीदार को परियोजना का आंशिक रूप से चालू होना इस शर्त के साथ स्वीकार्य होगा कि पहली बार और दूसरी बार में चालू होने वाली न्यूनतम क्षमता 50 मेगावाट होगी और इससे पीपीए में चालू नहीं हुए हिस्से किसी तरह के जुर्माने की के लिए जुर्माना लगाने के प्रावधान पर कोई प्रतिकूल असर नहीं पड़ेगा. लेकिन आंशिक रूप से चालू होने की वजह से एससीडी में फेरबदल नहीं होगा. आंशिक रूप से चालू होने या पूर्ण रूप में चालू होने की तारीखें चाहे जो भी हों, पीपीए एससीडी से 25 (पच्चीस) साल के लिए लागू रहेगा.

14.2 समय पूर्व चालू होना

सोलर पावर जनरेटर को एससीडी से भी पहले परियोजना को पूर्ण रूप से या आंशिक रूप से चालू करने की इजाजत होगी. पूर्व आंशिक कमिशनिंग के मामलों में, एससीडी तक खरीदार उत्पादन को एससीडी तक के लिए पीपीए में निर्धारित शुल्क के 75%

²'नियंत्रण' शब्द का अर्थ है स्वामित्व, ऐसी कंपनी के 50 प्रतिशत (पचास प्रतिशत) से अधिक वोटिंग शेयरों का प्रत्यक्ष या परोक्ष रूप से स्वामित्व, अथवा बहुसंख्य निदेशकों की नियुक्ति का अधिकार।

(पचहत्तर प्रतिशत) की दर से खरीद सकता है। लेकिन अगर एससीडी से पहले ही परियोजना समूची क्षमता चालू हो जाए तो खरीदार पीपीए में दी गयी दरों से खरीद सकता है।

14.3 चालू होने की समय सारिणी

परियोजनाएं पीपीए के निष्पादन की तारीख से 13 महीनों की अवधि में चालू होंगी। लेकिन 250 मेगावाट और इससे अधिक क्षमता की परियोजनाएं अगर सोलर पार्क से बाहर लगायी जा रही हों तो पीपीए के निष्पादन की तारीख से 15 महीनों की अवधि में चालू हो जाना चाहिए। चालू करने की निर्धारित तारीख के बाद विलंब से शुरू होने पर सोलर पावर जनरेटर पर पीपीए में निर्धारित समय-सारणी के प्रावधानों के अनुसार जुर्माना लगाने का प्रावधान होगा। अगर सोलर पावर जनरेटर के लिए खरीदार द्वारा चुने गये स्थान के हस्तांतरण में निर्धारित समय-सारणी के अनुसार विलंब होने पर वित्तीय समापन और पूर्वनिर्धारित निष्पादन तारीख भी तदनुसार आगे बढ़ जाएगा, बशर्ते परियोजना पूरी करने की समयावधि में विस्तार एक साल के लिए होगा। विस्तारित अवधि अनुच्छेद 3.2.1 (ए) के प्रावधानों के अनुसार बकाया 10 प्रतिशत भूमि के हस्तांतरण की तारीख के बीत जाने के बाद से मानी जाएगी।

15. वाणिज्यिक संचालन की तारीख (सीओडी)

वाणिज्यिक संचालन की तारीख वह तारीख होगी जिस दिन परियोजना या उसके आखिरी चरण के पूरी क्षमता से सफलतापूर्वक चालू हो जाने पर उसे प्रवर्तन प्रमाणपत्र प्रदान किया जाएगा।

16. ट्रांसमिशन संपर्क

- 16.1 सौर विद्युत संयंत्र को अंतर-संपर्क को ध्यान में रखकर इस तरह से डिजाइन किया जाएगा कि यह (क) पूलिंग सब-स्टेशन से जुड़ जाए जहां एसटीयू/सीटीयू सब-स्टेशन से पहले अन्य परियोजनाओं का भी संपर्क कायम होता है; या (ख) एसटीयू/सीटीयू सब-स्टेशन के साथ समर्पित ट्रांसमिशन लाइन के जरिए उपयुक्त वोल्टेज स्तर पर सीधा संपर्क, जैसा कि खरीदार द्वारा निर्दिष्ट है। बोली लगाने संबंधी दस्तावेज में संबद्ध सब-स्टेशन और ट्रांसमिशन लाइनों के निर्माण के लिए उत्तरदायी संगठन का स्पष्ट उल्लेख होना चाहिए। कार्यान्वयन व्यवस्था और निकासी प्रणाली के डिजाइन के अनुसार ट्रांसमिशन लाइनों और एसटीयू/सीटीयू से पहले के सब-स्टेशनों की पूंजी लागत का भुगतान या तो सौर विद्युत उत्पादक द्वारा सीधे कर दिया जाएगा या एसपीपीडी अथवा किसी दूसरी कार्यान्वयन एजेंसी द्वारा किया जाएगा। इसकी वसूली सौर विद्युत उत्पादक से सीधे तौर पर एकमुश्त या कई वर्षों की किश्तों में की जाएगी।
- 16.2 जिन मामलों में खरीदार द्वारा परियोजना स्थल विनिर्दिष्ट नहीं किया गया है उनमें एसटीयू/सीटीयू के स्वामित्व वाली ट्रांसमिशन प्रणाली के साथ ट्रांसमिशन संपर्क और पहुंच कायम करने की जिम्मेदारी सौर विद्युत उत्पादक की होगी और यह कार्य सौर विद्युत उत्पादक के खर्च पर होगा।
- 16.3 जिन मामलों में खरीदार द्वारा निर्दिष्ट परियोजना स्थल कोई सोलर पार्क नहीं है वहां खरीदार ट्रांसमिशन संपर्क और पहुंच की सुविधा कायम करने की जिम्मेदारी और लागत सौर विद्युत उत्पादक द्वारा उठायी जाएगी।
- 16.4 जिन मामलों में खरीदार परियोजना लगाने के लिए किसी सोलर पार्क का उल्लेख करता है सीटीयू/एसटीयू द्वारा परियोजना को शुरू करने में विलंब के लिए किसी कानून या नियम के तहत लगाया जाने वाला जुर्माना, दंड और शुल्क उस सीमा तक सौर विद्युत उत्पादक द्वारा देय होगा जहां तक देरी की वजह सौर विद्युत उत्पादक हो और बाकी खरीदार को देना होगा।
- 16.5 मीटरिंग प्वाइंट वह स्थान है जहां पर खरीदार को सप्लाय की जाने वाली बिजली का मापन किया जाएगा। यह स्थान एसटीयू/सीटीयू सब-स्टेशन का लो वोल्टेज बस बार होगा। सोलर पार्क के मामले में मीटरिंग प्वाइंट फाइनल इवेकुएशन वाला एसटीयू/सीटीयू सब-स्टेशन होगा जिसके साथ तमाम पूलिंग सब-स्टेशनों का इंटरनल ट्रांसमिशन जुड़ा रहेगा। परियोजना और मीटरिंग प्वाइंट के बीच हवीलिंग चार्ज और नुकसान समेत तमाम खर्च सौर ऊर्जा उत्पादक उठाएगा और खरीदार इसके लिए किसी तरह कर प्रतिपूर्ति नहीं करेगा। हवीलिंग चार्ज और नुकसान समेत मीटरिंग प्वाइंट से आगे के ट्रांसमिशन और विरण जैसे तमाम खर्चों का भुगतान खरीदार करेगा। सीटीयू/एसटीयू द्वारा खर्चों को उनकी क्षमता के अनुपात में या बुनियादी ढांचे का साझा उपयोग करते हुए परियोजना के मानकीय उत्पादन के अनुसार सीधे परियोजना के बिलों में शामिल किये जाने की

व्यवस्था की जाएगी. या फिर एसपीपीडी के पक्ष में बिल बनाया जाएगा जो इसकी सीधी वसूली खरीदार या सौर ऊर्जा उत्पादक से करेगा जिसके लिए सौर ऊर्जा उत्पादक खरीदार से प्रतिपूर्त प्राप्त कर सकता है.

17. तकनीकी विनिर्देश

परियोजनाओं को पूरा करने और टेक्नोलाजी संबंधी जोखिमों को कम करने के लक्ष्य को प्राप्त करने के लिए खरीदार वाणिज्यिक रूप से सुस्थापित और कार्यरत टेक्नोलाजी को बढ़ावा देगा. सौर फोटो वोल्टैक विद्युत परियोजनाओं के विस्तृत तकनीकी मानदंड एमएनआरई में समय-समय पर बताए जाएंगे. वर्तमान मानदंड संलग्नक-II में दिये गये हैं.

18. दिशानिर्देशों में परिभाषित प्रक्रिया से विचलन

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

19. मध्यस्थता

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

20. दिशानिर्देशों के बारे में स्पष्टीकरण और संशोधन

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

शालिनी प्रसाद, अपर सचिव

संलग्नक-I

संलग्नक-I : बोली प्रक्रिया के लिए समय-सारणी

क्रम सं.	कार्य	शुरुआत से बीता समय
1.	आरएफएस परियोजना के लिए विशिष्ट विद्युत खरीद समझौतों के मसौदे, अन्य परियोजना समझौतों के मसौदे और पीएसए, अगर लागू हों तो.	शून्य तारीख
2.	बोली के बारे में स्पष्टीकरण, कान्फ्रेंस, साइट समेत परियोजना से संबंधित तमाम विशिष्ट विवरणों को साझा करने के लिए ऑनलाइन डेटारूम खोलना (अगर खरीदार द्वारा कहा गया हो), और आरएफएस का संशोधन	**
3.	आरएफएस बोली भेजा जाना	30 दिन
4.	बोलियों का मूल्यांकन और एलओआई जारी करना	120 दिन
5.	पीपीए और पीएसए पर दस्तखत (अगर लागू हो)	150 दिन

**आरएफएस दस्तावेज में किसी भी बदलाव की स्थिति में खरीदार इन दिशानिर्देशों के उपबंध 6.5 के अनुसार बोली लगाने वाले को अतिरिक्त समय देगा.

नोट : यह स्पष्ट किया जाता है कि अगर खरीदार बोली लगाने की प्रक्रिया में किसी कार्य में विलंब की वजह से उसे पूरा करने के लिए किसी कार्य के लिए बोलीदाता को अतिरिक्त समय देता है तो इस अतिरिक्त समय को इन दिशानिर्देशों में किसी भी तरह का विचलन नहीं माना जाएगा.

संलग्नक-II

संलग्नक-II : ग्रिड से जुड़े सोलर पीवी विद्युत संयंत्रों की तकनीकी जरूरतें

ग्रिड से जुड़े फोटो वोल्टैक विद्युत परियोजनाओं में इस्तेमाल किये जाने वाले उपकरणों की गुणवत्ता सुनिश्चित करने के लिए कुछ तकनीकी उपाय निम्नलिखित हैं:

1. एसपीवी मॉड्यूल्स

- 1.1 ग्रिड सोलर पावर परियोजनाओं में इस्तेमाल किये जाने वाले एसपीवी मॉड्यूल्स को निम्नलिखित नवीनतम आईईसी पीवी मॉड्यूल मानदंड परीक्षणों या समकक्ष बीआईएस मानदंडों को पूरा करना चाहिए.

क्रिस्टलाइन सिलिकोन सोलर सैल मॉड्यूल - आईईसी 61 215

थिन फिल्म मॉड्यूल - आईईसी 61 646

कान्सट्रक्टर पीवी मॉड्यूल - आईईसी 62108

- 1.2 इसके अलावा एसपीवी मॉड्यूल्स को सुरक्षा मानदंड परीक्षण में 1000 वोल्ट डीसी या इससे अधिक के लिए आईईसी 61730 को पूरा करना चाहिए. जंग लगने की अत्यधिक आशंका वाले माहौल में इस्तेमाल किये जाने वाले मॉड्यूल को अपने समूचे कार्यकाल में आईईसी 61701 मानदंड को पूरा करना चाहिए.

2. पावर कंडीशनर/इनवर्टर

एसपीवी विद्युत संयंत्रों के पावर कंडीशनर्स/इनवर्टर्स नीचे बताये गये नवीनतम आईईसी समतुल्य मानदंडों के अनुसार होने चाहिए :

कार्यक्षमता मापन - आईईसी 61 683

पर्यावरण परीक्षण - आईईसी 60068 -2/आईईसी/62093

ईएम सुसंगत (ईएमसी) - आईईसी 61 000-6-2, आईईसी 61 000-6-4 और आईईसी 61 000 के अन्य प्रासंगिक भाग

वैद्युत सुरक्षा - आईईसी 62103/ आईईसी 62109-1 और 2

एंटी आइसलैंडिंग प्रोटेक्शन - आईईसी 1547/आईईसी 62116/यूएल 1741 या समतुल्य बीआईएस मानदंड

3. अन्य उप प्रणालियां/घटक

एसपीवी विद्युत संयंत्रों में उपयोग में लाई जाने वाली अन्य उप-प्रणालियों/घटकों (केबल, कनेक्टर, जंक्शन बॉक्स, सर्ज प्रोटेक्शन उपकरण आदि) को बिजली सुरक्षा संबंधी अंतर्राष्ट्रीय/राष्ट्रीय मानदंडों के अनुसार होने के साथ-साथ उनमें मौसम संबंधी प्रतिकूलताओं को झेलने की क्षमता तथा अपने संभावित जीवन काल में सुचारु रूप से कार्य करने में भी सक्षम होना चाहिए. यह सिफारिश की जाती है कि आउटडोर इस्तेमाल के लिए 600-1800 वोल्ट्स डीसी की केबल को 25 साल के संभावित जीवनकाल को पूरा करने के लिए बीएस ईएन 50618:2014/पीएफजी 1169/08.2007 के मानदंडों के अनुसार होना चाहिए.

4. अधिकृत परीक्षण केन्द्र

विद्युत संयंत्रों में इस्तेमाल किये जाने वाले पीवी मॉड्यूल/पावर कंडीशनर्स के लिए उनकी विशेषताओं को दर्शाने वाला वैध परीक्षण प्रमाणपत्र होना चाहिए जो ऊपर बताए गये आईईसी/बीआईएस मानदंड के अनुसार होना चाहिए और भारत में एनएबीएल से मान्यता प्राप्त परीक्षण केन्द्र का होना चाहिए. पतली फिल्म और सीपीवी/उपकरण जैसे मॉड्यूल के लिए जिनके परीक्षण की सुविधाएं फिलहाल भारत में उपलब्ध होने की संभावना न होने पर आईएलएसी सदस्यता प्राप्त किसी विदेशी प्रयोगशाला का परीक्षण प्रमाणपत्र स्वीकार्य होगा.

5. वारंटी

ग्रिड से जुड़े सौर विद्युत संयंत्रों में इस्तेमाल होने वाले फोटोवोल्टैक मॉड्यूल आउटपुट वाटेज के लिए गारंटीशुदा होने चाहिए जो दस साल के अंत में 90 प्रतिशत से कम और 25 साल के अंत में 80 प्रतिशत से कम नहीं होनी चाहिए.

6. पहचान और निशानदेही करना

सौर विद्युत परियोजना में इस्तेमाल किये जाने वाले हर एक फोटोवोल्टैक मॉड्यूल में आरएफ पहचान टैग लगा होना चाहिए. हर माड्यूल में इस्तेमाल की गयी आरएफ आईडी में निम्नलिखित सूचनाओं का उल्लेख होना चाहिए. (यह लैमिनेट के अंदर या बाहर कहीं भी हो सकता है मगर इसे ऐसी जगह होना चाहिए जहां यह पर्यावरण की कठोर स्थितियों का सामना कर सके.)

- i) फोटोवोल्टैक मॉड्यूल के निर्माता का नाम
- ii) सौर सेल के निर्माता का नाम
- iii) निर्माण का महीना और साल (सौर सेल और मॉड्यूल के लिए अलग-अलग)
- iv) निर्माता देश का नाम (सौर सेल और मॉड्यूल के लिए अलग-अलग)
- v) मानक परीक्षण की स्थितियों (1000 W/m^2 , एएम 1.5, 25°C) में माड्यूल का i-v कर्व
- vi) मॉड्यूल का वाटेज, I_m , V_m और FF
- vii) मॉड्यूल का यूनीक सीरियल नं. ओर मॉडल नं.
- viii) आईईसी पीवी माड्यूल क्वालिफिकेशन सर्टिफिकेट प्राप्त करने की तारीख और साल
- ix) आईईसी प्रमाणपत्र जारी करने वाली परीक्षण प्रयोगशाला का नाम
- x) सौर सेल मॉड्यूल की निशानदेही के बारे में आईएसओ 9000 के अनुसार अन्य प्रासंगिक सूचना

साइट के मालिकों को हर मॉड्यूल के लिए मानदंडों के अनुसार उपर्युक्त डेटा के साथ-साथ मॉड्यूल आईडी की सूची की आसान उपलब्ध बनाए रखनी होगी.

7. कामकाज की निगरानी

ग्रिड से जुड़ी सभी फोटो वोल्टैक बिजली परियोजनाओं को सौर विकिरण, परिवेश के तापमान, हवा की गति और मौसम संबंधी अन्य मानदंडों के लगातार मापन के लिए आवश्यक उपकरण स्थापित करने चाहिए. इसके साथ ही उन्हें संयंत्र से उत्पन्न डीसी और एसी विद्युत के उत्पादन का भी मापन करना चाहिए. उन्हें विद्युत खरीद समझौते की समूची अवधि में ये आंकड़े खरीदार और एमएनआरई या किसी भी अन्य निर्दिष्ट एजेंसी को ऑन लाइन और/या रिपोर्ट के रूप में हर महीने भेजने होंगे. इस संबंध में वे खरीदार, एमएनआरई या किसी अन्य निर्दिष्ट एजेंसी को बिजली संयंत्र के पोर्टल की हर सप्ताह सातों दिन और चौबीसों घंटे रिमोट मानिट्रिंग के लिए अनिवार्य रूप से पहुंच की भी अनुमति देंगे.

8. सौर फोटो वोल्टैक माड्यूल का सुरक्षित निपटान

निर्माता यह सुनिश्चित करेंगे कि उनके प्लांट में बने सोलर फोटोवोल्टैक माड्यूल अपना 'जीवन काल पूरा होने के बाद' (जब वे खराब हो जाएं/चलना बंद कर दें/उनकी मरम्मत करना मुमकिन न रहे) तो उनका निपटान सरकार द्वारा अधिसूचित और समय-समय पर पुनरीक्षित व संशोधित "ई-वेस्ट मैनेजमेंट एंड हैंडलिंग विनियम, 2011" के अनुसार किया जाए.

MINISTRY OF POWER

RESOLUTION

New Delhi, the 3rd August, 2017

**Guidelines for Tariff Based Competitive Bidding Process for
Procurement of Power from Grid Connected Solar PV Power Projects****No. 23/27/2017-R&R.—1. PREAMBLE****1.1. Background**

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

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

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

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

1.1.4. The National Tariff Policy, 2016 formulated by the Ministry of Power, has specific guidance on purchase of power generated from renewable energy sources. As per Section 6.4(2), "States shall endeavor to procure power from renewable energy sources through competitive bidding to keep the tariff low, except from the waste to energy plants. Procurement of power by Distribution Licensee from renewable energy sources, from Solar PV Power Projects above the notified capacity, shall be done through competitive bidding process, from the date to be notified by the Central Government. However, till such notification, any such procurement of power from renewable energy sources projects, may be done under Section 62 of the Electricity Act, 2003."

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, to protect consumer interests;
- b) To facilitate transparency and fairness in procurement processes / and to provide for a framework for an Intermediary Procurer as an Aggregator/Trader for the inter-state/intra-state sale-purchase of long-term power.
- c) To provide standardization and uniformity in processes and a risk-sharing framework between various stakeholders, involved in the solar PV power procurement, thereby encouraging investments, enhanced bankability of the Projects and profitability for the investors.

2. SCOPE OF THE GUIDELINES**2.1. Applicability of Guidelines:**

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

Explanation:

- a) '**Procurer**': The term 'Procurer', as the context may require, shall mean the distribution licensees, or the Authorized Representative(s), or an Intermediary Procurer.
- b) '**Authorised Representative**' of the Procurer: In cases, where the Power Purchase Agreement (PPA) signing agency and the agency carrying out the tendering/bidding process are different, the agency carrying out the

tendering / bidding process shall be deemed to be the Authorized Representative of the 'Procurer' and 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.

c) 'Intermediary Procurer' & 'End Procurer':

- i.** In some cases, an intermediary, between the distribution licensees and the generator ('**Solar Power Generator**'), may be required either to aggregate the solar power purchased from different Solar Power Generators and sell it to the distribution licensee, or to enhance the credit profile. In such cases, the "Procurer" would be a trader, buying power from the Solar Power Generators and selling the same to one or more distribution licensees, such distribution licensees shall be the "End Procurer" and the trader shall be "Intermediary Procurer" for the purpose of these Guidelines.
- ii.** The Intermediary Procurer shall enter into a 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. The trading margin, as notified by the Appropriate Commission (or in the absence of such notification, as mutually decided between the Intermediary Procurer and the End Procurer), shall be payable by the End Procurer to the Intermediary Procurer.
- iii.** In such cases, as long as the Intermediary Procurer has followed these Guidelines for procurement of solar power, the End Procurer shall be deemed to have followed these Guidelines for procurement of solar power.

2.1.2. 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. The process to be adopted in event of any deviation proposed from these Guidelines is specified in Clause 18 of these Guidelines.

2.2. Appropriate Commission:

2.2.1. Subject to the provisions of the Act:

- a)** In case of a single distribution licensee being the Procurer, the Appropriate Commission, for the purpose of these bidding Guidelines, shall be the State Electricity Regulatory Commission of the concerned State where the distribution license is located.
- b)** In case of combined procurement where the distribution licensees are located in more than one State, the Appropriate Commission for the purpose of these bidding Guidelines, shall be the Central Electricity Regulatory Commission.
- c)** For cases involving sale of power from Central Generating Stations, the Appropriate Commission shall be the Central Electricity Regulatory Commission.

3. PREPARATION FOR INVITING BID AND PROJECT PREPAREDNESS

3.1. Conditions to be met by Procurer

The Procurer shall meet the following conditions:

3.1.1. Bid Documentation:

- a)** Prepare the bid documents in accordance with these Guidelines and Standard Bidding Documents (**SBDs**) [consisting of Model Request for Selection (**RfS**) Document, Model Power Purchase Agreement and Model Power Sale Agreement], notified by the Central Government, except as provided in sub clause (c) below.
- b)** Inform the Appropriate Commission about the initiation of the bidding process.
- c)** Seek approval of the Appropriate Commission for deviations, if any, in the draft RfS draft PPA, draft PSA (if applicable) from these Guidelines and/ or SBDs, in accordance with the process described in Clause 18 of these Guidelines.
 - i.** However, till the time the SBDs are notified by the Central Government, for purpose of clarity, if the Procurer while preparing the draft RfS, draft PPA, draft PSA and other Project agreements provides detailed provisions that are consistent with the Guidelines, such detailing will not be considered as deviations from these Guidelines even though such details are not provided in the Guidelines.
 - ii.** Further, in case of an ongoing bidding process, if the bids have already been submitted by bidders

prior to the notification of these Guidelines and/or SBDs, then if there are any deviations between these Guidelines and/or the SBDs and the proposed RfS, PPA, PSA (if applicable), the RfS, PPA and the PSA shall prevail.

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

3.1.2. Site-related Project preparatory activities including clearances:

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

3.2. Arrangements related to site

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

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

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

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

3.2.3. Project site selected by the Solar Power Generator: In case the Procurer does not specify a site or in a Solar Park and the Project site is selected by the Solar Power Generator, to ensure timely completion and commencement of supply of power, the bidder would be required to submit documents in respect of matters as mentioned below, as per the time schedule specified in the bidding documents:

- a) Land acquisition: Identification of the 100% (hundred per cent) land at the time of bid submission and within 7 (seven) months of the execution of the PPA, submission of documents/ Lease Agreement to establish possession/ right to use 100 % (hundred per cent) of the required land in the name of the Solar Power Generator or its Affiliate. In case the land is in the name of Affiliate, the land should be

transferred in the name of Solar Power Generator prior to Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land to the lenders or Procurer, in case of default of the Solar Power Generator.

- b) No Objection Certificate (NoC)/Environmental clearance (if applicable) for the Project.
- c) Forest Clearance (if applicable) for the land for the Project.
- d) Approval for Water from the concerned authority (if applicable) required for the Project.
- e) A letter from State Transmission Utility (STU)/Central Transmission Utility (CTU) [or Solar Power Park Developer, in case of selected site being a solar park] confirming technical feasibility of connectivity of the plant to STU/CTU substation. If the Project site is located in the same State as the Procurer/End Procurer, State Govt. shall endeavor to provide necessary support to facilitate the connectivity of the plant to STU/CTU substation.

4. BID STRUCTURE

4.1. Bid Package: The bids will be designed in terms of a package. The minimum size of a package should be 50 MW, in order to have economies of scale. Notwithstanding this, on due consideration of availability of land and transmission facility, smaller bid packages can be kept in case of North-Eastern States, Special Category States, and Projects outside Solar Parks. The bidder has to quote for an entire package. The Procurer may also choose to specify the maximum capacity that can be allotted to a single bidder including its Affiliates¹ keeping in mind factors such as economies of scale, land availability, expected competition and need for development of the market.

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

4.3. Bidding Parameters: For procurement of electricity, the Procurer may opt for either 'Tariff as Bidding Parameter' or 'Viability Gap Funding (VGF) as Bidding Parameter'.

4.3.1. Tariff as the Bidding Parameter: In this case, the bidding parameter shall be the tariff quoted by the bidder. The Procurer may select either of the following kinds of tariff based Bidding: (a) fixed tariff in Rs./kWh for 25 (twenty-five) years or more or (b) escalating tariff in Rs./kWh with pre-defined quantum of annual escalations fixed in Rs./kWh and number of years from which such fixed escalation will be provided. The Procurer shall specify that the tariff quoted by the bidder cannot be more than the tariff for grid-connected solar PV power plants, notified by the Appropriate Commission, if any, for the financial year in which the bids are invited. The Procurer may disclose in the RfS, the prevailing incentives like the Generation Based Incentive (GBI) or such other incentives, to the Solar Power Generators.

4.3.2. VGF as the Bidding Parameter: It involves a mechanism wherein a pre-determined tariff is offered to the Solar Power Generator along with a financial assistance, to enable the Solar Power Generator to supply power at this tariff. For VGF based Bidding, the Procurer shall specify the following before issuance of RfS: (a) Pre-determined tariff payable to the selected Solar Power Generator for the duration of the PPA and the Maximum amount of Viability Gap Funding (VGF) for the Solar Power Generator(s). The bidders shall have to submit their bids quoting the VGF support required by them. The bidders who do not want to avail the VGF support, may offer in their bids, a discounted tariff, lower than the pre-determined tariff offered by the Procurer. The Procurer is required to specify a suitable VGF safeguard mechanism in the RfS and the Project agreements, to provide a framework for the VGF disbursement agency for recovery of VGF amounts in case the Project is not developed and/or operated in accordance with the Project agreements, duly balancing market practice in terms of lender's requirements.

5. 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, which, unless otherwise specified herein, shall be provided for, on a back to back basis in the PSA:

5.1. PPA Period: As the PPA period influences the tariff by determining the period over which the investment is returned to the investor/ SPD, longer PPA is favoured for lower tariffs. The PPA period should thus be not less than 25 (twenty-five) years from the date of the Scheduled Commissioning Date (SCD). The Solar Power

¹ **Affiliate** in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company. The expression 'control' shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.

Generators are free to operate their plants after the expiry of the PPA period in case the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators so provide. It is hereby clarified that in cases where the Project site is specified by the Procurer to be located either in a Solar Park or otherwise, the responsibility of the Procurers to arrange for the land in terms of Clauses 3.2.1 and 3.2.2 shall be limited for the PPA period.

5.2. Quantum of Power/ Energy to Be Procured: The procurement of power could either be in power (MW) terms or in energy (kWh or Million Units, i.e. MU) terms.

5.2.1. Procurement in Power Terms (MW):

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

5.2.2. Procurement in Energy Terms: In case of procurement in energy (kWh or Million Units, i.e. MU) terms, and not in power (MW) terms, the range of permissible capacity of the plant in terms of MW(AC) shall be clearly specified by the Procurer in the RfS. The Procurer will also specify the **Contracted Energy Quantity (CEQ)**, including a minimum supply obligation below which the developer will be required to pay damages to the Procurer and a guaranteed energy offtake upto which the Procurer will be bound to purchase all energy generated and supplied by the developer. Any excess generation shall be treated in the same manner as specified in clause 5.2.1(b).

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

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

5.3.1. Scenario 1: Direct Procurement by Procurer from Solar Power Generator:

The Procurer shall provide payment security to the Solar Power Generator 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) In addition to 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 Solar Power Generator, both in terms of payment of energy charges and termination compensation if any.

5.3.2. Scenario 2: Intermediary-Procurer procures from the Solar Power Generator and sells to the End Procurer:

a) Payment Security by Intermediary Procurer to the Solar Power Generator:

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

- i. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing from 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.

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 from the Project(s) under consideration;

AND,

- ii. **State Government Guarantee**, in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any. *[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 Solar Power Generator, to the extent the payments to the Solar Power Generator in terms of the PPA are due.
- iii. In addition to 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 PPA by means of the Letter of Credit and the Payment Security Fund, if any.

- 5.4. **Force Majeure:** The PPA shall contain provisions with regard to force majeure definitions, exclusions, applicability and available relief on account of Force Majeure, as per the industry standards.

- 5.5. **Generation Compensation for Offtake Constraints:** The Procurer may be constrained not to schedule power on account of unavailability of the Transmission Infrastructure / Grid or in the eventuality of a Backdown.

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

- a) **Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint):** After the scheduled commissioning date, if the plant is ready but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable to the Solar Power Generator, leading to offtake constraint, the provision for generation compensation is as follows:

Transmission Constraint	Provision for Generation Compensation
If the plant is ready but the necessary power evacuation/ transmission infrastructure is not ready, leading to offtake constraint	<ol style="list-style-type: none"> a) The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, and in cases where the contract is in energy terms, proportionate value of CEQ, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 3 (three) Contract Years, shall be procured by the Procurer at the PPA tariff so as to offset this loss. b) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized for compensating the generation loss. <p>The mechanism for compensating the developers will be spelt out in the tender documents.</p> <p><i>Contract Year, shall be as defined in PPA.</i></p>

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

- b) **Generation Compensation in offtake constraints due to Grid Unavailability:** During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability the power is not evacuated, for reasons not attributable to the Solar Power

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 in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	<p>Generation Loss = [(Average Generation per hour during the contract year) × (number of hours of grid unavailability during the contract year)]</p> <p>Where, Average Generation per hour during the contract year (kWh) = Total generation in the contract year (kWh) ÷ Total hours of generation in the contract year</p> <p>The excess generation by the SPD equal to this generation loss shall be procured by the Procurer at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p> <p>Contract Year, shall be as defined in PPA.</p>

Provided that as an alternative to the mechanism provided above in Clause 5.5.1, the Procurer may choose to provide Generation Compensation, in terms of PPA tariff, for the Generation loss as defined in Clause 5.5.1, and for Grid unavailability beyond 50 hours in a Contract Year as defined in the PPA.

5.5.2.

Offtake constraints due to Backdown: The Solar Power Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Solar Power Generator shall be eligible for a Minimum Generation Compensation, from the Procurer, in the manner detailed below.

Duration of Backdown	Provision for Generation Compensation
Hours of Backdown during a monthly billing cycle.	<p>Minimum Generation Compensation =</p> <p>50% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff]</p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</p>

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of Regional Energy Accounts (REA). No Trading Margin shall be applicable on this Generation Compensation. Possible conditions for exclusion of Generation Compensation, on account of Backdown purposes, shall be clearly specified in the RfS and the PPA.

5.6. EVENT OF DEFAULT AND THE CONSEQUENCES THEREOF

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

5.6.1. Generator Event of Default and the consequences thereof:

- a) In the event the Solar Power Generator is unable to commission the plant within the stipulated time period, or fails to supply power in terms of the PPA, or assigns or novates any of its rights or obligations contrary to the terms of the PPA, or repudiates the PPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the PPA, or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure

period, as may be provided in the PPA, the Solar Power Generator shall be construed to be in default.

- b) Upon being in default, the Solar Power Generator shall be liable to pay to the Procurer, damages, as detailed in the PPA, 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 Solar Power Generator, the lenders shall be entitled to exercise their rights of substitution, in accordance with the substitution agreement provided in the PPA and in concurrence with the Procurers. However, in the event the lenders are unable to substitute the defaulting Solar Power Generator within the stipulated period, the Procurer may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

5.6.2. Procurer Event of Default and the consequences thereof:

- a) If the Procurer is in default on account of reasons including inter alia failure to pay the monthly and/or supplementary bills within the stipulated time period or repudiation of the PPA, the defaulting Procurer shall, subject to the prior consent of the Solar Power Generator, novate its part of the PPA to any third party, including its Affiliates within the stipulated period.
- b) In the event the aforesaid novation is not acceptable to the Solar Power Generator, or if no offer of novation is made by the defaulting Procurer within the stipulated period, then the Solar Power Generator may terminate the PPA and at its discretion require the defaulting Procurer to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 150% (one hundred and fifty per cent) of the adjusted equity as detailed in the PPA or, (ii) pay to the Solar Power Generator, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Solar Power Generator.

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

5.7. CHANGE IN LAW

- 5.7.1.** In the event a Change in Law results in any adverse financial loss/ gain to the Solar Power Generator then, in order to ensure that the Solar Power Generator is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Solar Power Generator/ Procurer shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.
- 5.7.2.** 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, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Generator; or (v) any change in the rates of any Taxes which have a direct effect on the Project. However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends.

6. BIDDING PROCESS

- 6.1.** The Procurer shall call for the bids adopting a single stage bidding process to be conducted through Electronic mode (e-bidding). The Procurers may adopt e-reverse auction if it so desires. E-procurement platforms with a successful track record and with adequate safety, security and confidentiality features will be used. In case of a Solar Park specific Project, intimation about the initiation of the bidding process shall be given by the Procurer to the SPPD. The SPPD has to engage actively in the bidding process by providing all the necessary land and infrastructure related details and making the same available in centralized data rooms accessible to bidders.
- 6.2.** The Procurer shall invite the Solar Power Generators to participate in the RfS for installation of Solar Photovoltaic Power Plants in terms of these Guidelines.
- 6.3.** The bidding documents including the RfS and the draft PPA shall be prepared by the Procurer in consonance with these Guidelines and the SBDs. The Procurer shall also arrange the access of the bidders to the drafts of Implementation Support Agreement and land related agreements, in case the Project is required to be set up in a Solar Park.

- 6.4.** The Procurer shall publish the RfS notice in at least two national newspapers and its own website to accord wide publicity.
- 6.5.** 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) therefrom, for submission of bids.

7. RFS DOCUMENT

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

7.1. Bid Responsiveness

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

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

7.2. Qualification requirements to be met by the bidders:

7.2.1. 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 as past experience of the bidders etc. Such criteria should be set after an assessment of the number of project developers that are expected to meet the criteria so that an adequate level of competition is achieved.

7.2.2. Financial Criteria:

a) Net-worth:

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

b) Liquidity:

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

7.3. Quantum of the Earnest Money Deposit (EMD)

Quantum of the Earnest Money Deposit (EMD) in the form of a bank guarantee, to be furnished by the bidders. The EMD shall stand forfeited in the event of failure of the Solar Power Generator to execute the PPA within the stipulated time period.

7.4. Compliance of FDI Laws by foreign bidders

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

8. BID SUBMISSION AND EVALUATION

- 8.1. Formation of consortium by bidders shall be permitted, in which case the consortium shall identify a lead member which shall be the contact point for all correspondences during the bidding process. The Procurer may specify technical and financial criteria, and lock in requirements for the lead member of the consortium.
- 8.2. The Procurer shall constitute committee for evaluation of the bids (**Evaluation Committee**), with at least three members, including at least one member with expertise in financial matters/bid evaluation.
- 8.3. The bidders may be required to submit non-refundable processing fee and/or project development fee as specified in the RfS.
- 8.4. The bidders shall be required to submit separate technical and price bids. The bidders shall also be required to furnish necessary bid-guarantee in the form of an EMD along with the bids.
- 8.5. The technical bids shall be evaluated to ensure that the bids submitted meet the eligibility criteria set out in the RfS document on all evaluation parameters. Only the bids that meet the evaluation criteria set out in the RfS shall be considered for further evaluation on the price bids.
- 8.6. To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and the Procurer still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.
- 8.7. The price bid shall be rejected, if it contains any deviation from the tender conditions. No clarifications shall normally be requested from bidders at this stage.
- 8.8. **Bid evaluation methodology to be adopted by the Procurer for evaluating the bids:**
 - 8.8.1. The bid evaluation mechanism shall be as follows, depending upon the tariff structure which has been adopted by the Procurers in terms of these Guidelines:
 - a) **In the case of Bidding involving Tariff as the parameter**, the comparison of bids shall be on the basis of the bidding criteria as specified in the RfS, i.e. the fixed tariff or the first year tariff. Ranking of the bidders will start from the bidder quoting the “lowest tariff (L1)”.
 - b) **In the case of Bidding involving VGF as the parameter**, the bids shall be evaluated based on VGF support quoted. The bidders will have to submit bids quoting a single positive number in INR required by the bidder as VGF support. The bidders cannot quote negative VGF. The bidders, who quote NIL VGF, may submit their bid by offering a discounted tariff, lower than the pre-determined tariff offered by the Procurer. Ranking of the bidders will start from the bidder quoting the “lowest tariff (L1)” to the bidder quoting “maximum VGF (H1)”.
- 8.9. The detail procedure for evaluation of the bid and selection of the bidder shall be provided for in the RfS.

9. INDICATIVE TIME TABLE FOR BID PROCESS

- 9.1. In the bidding process, a minimum period of 30 (thirty) days shall be allowed between the issuance of RfS documents and the last date of bid submission. The indicative timetable for the bidding process is indicated in Annexure-I. In normal circumstances, the bidding process is likely to be completed in a period of 120 (one hundred twenty) days.
- 9.2. The Procurer may give extended timeframe than indicated in the Annexure-I and this shall not be construed as deviation to the Guidelines.

10. CONTRACT AWARD AND CONCLUSION

- 10.1. The PPA shall be signed with the successful bidder/ project company or an SPV formed by the successful bidder.
- 10.2. After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of RfS bids shall critically evaluate the bids and certify as appropriate that the bidding process and the evaluation has been conducted in conformity to the provisions of the RfS.
- 10.3. For the purpose of transparency, the Procurer 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, shall approach the Appropriate Commission for adoption of tariffs by the Appropriate Commission in terms of Section 63 of the Act.

11. BANK GUARANTEES

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

- 11.1. **Earnest Money Deposit (EMD)**, to be fixed by the Procurer [but not to be more than 2% (two percent) of the Solar PV power project cost, as determined by CERC, if any, for the financial year in which the bids are invited or the estimated project cost], to be submitted in the form of a bank guarantee along with response to RfS.
- 11.2. **Performance Bank Guarantee (PBG)**, to be fixed by the Procurer [but not to be more than 4% (four percent), in case of site specified by the Procurer, and 5% (five percent), in case of site selected by the Solar Power Generator, of the Project cost, as determined by CERC, if any, for the financial year in which the bids are invited or the estimated project cost] to be submitted at the time of signing of the PPA. In addition to the other remedies, this PBG can be encashed to recover any damages/dues of the Solar Power 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 Solar Power Generator under the PPA, shall be passed on by the Intermediary Procurer to the End Procurer in terms of the PSA.

12. FINANCIAL CLOSURE

The Solar Power Generator shall attain the financial closure in terms of the PPA, within 7 (seven) months from the date of execution of the Power Purchase Agreement.

Failing the aforesaid, the Procurer shall encash the PBG unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause 3.2.1 and Clause 3.2.2 or delay in allotment of land by the Government not owing to any action or inaction on the part of the Solar Power Generator or caused due to a Force Majeure. An extension for the attainment of the financial closure can however be considered by the Procurer, on the sole request of the Solar Power Generator, on payment of a penalty as specified in the PPA. This extension will not have any impact on the SCD. Any penalty paid so, shall be returned to the Solar Power Generator without any interest on achievement of successful commissioning within the SCD.

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

- 13.1. The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD (as defined in Clause 15), except with the prior approval of the Procurer. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of the Procurer. However, in case the successful bidder shall be itself executing the PPA, then it shall ensure that its promoters shall not cede control² till 1 (one) year from the COD, except with the prior approval of the Procurer. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer.
- 13.2. Any change in the shareholding after the expiry of 1 (one) year from the COD can be undertaken under intimation to Procurer.
- 13.3. In the event the Solar Power Generator is in default to the lender(s), lenders shall be entitled to undertake “Substitution of Promoter” in concurrence with the Procurers.

14. COMMISSIONING

14.1. Part Commissioning:

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

14.2. Early Commissioning:

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

² The expression ‘control’ shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority Directors.

14.3. Commissioning Schedule:

The Projects shall be commissioned within a period of 13 (thirteen) months from the date of execution of the PPA. However, Projects with a capacity of 250 MW and above, if being developed outside a Solar park, shall be commissioned within a period of 15 (fifteen) months from the date of execution of the PPA. Delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties on the Solar Power Generator, as detailed out in PPA. In case of site specified by the Procurer, any delay in handing over land to the Solar Power Generator in accordance with the given timelines, shall entail a corresponding extension in financial closure and scheduled commissioning date, provided that the maximum extension shall be limited to a period of 1 year commencing from the expiry of date of handing over of balance 10% of land in terms of Clause 3.2.1 (a).

15. COMMERCIAL OPERATION DATE (COD):

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

16. TRANSMISSION CONNECTIVITY

16.1. The Solar Power Plant shall be designed for inter-connection with (a) a Pooling Substation where other projects also inter-connect prior to the STU / CTU substation or, (b) directly with the STU / CTU substation; through a dedicated transmission line at the appropriate voltage level, as specified by the Procurer. The entity responsible for the construction of the relevant substation and transmission lines shall be clearly specified in the bidding documents. Depending on the implementation arrangements and design of the evacuation system, the capital costs of the transmission lines and substations prior to the STU / CTU substation may either be directly paid by the Solar Power Generator, or paid by the SPPD or another implementation agency and claimed from the Solar Power Generator as directly attributed or apportioned and recovered in lump sum or as payments over the years.

16.2. In cases, where the Project site is not specified by the Procurer, the responsibility of getting Transmission Connectivity and Access to the transmission system owned by the STU / CTU will lie with the Solar Power Generator and shall be at the cost of Solar Power Generator.

16.3. In cases, where the Project site specified by the Procurer is not in a Solar Park, the Procurer could choose to require the Solar Power Generator to bear the responsibility and cost of getting Transmission Connectivity and Access.

16.4. In cases where the Procurer specifies a solar park where the Project is to be located, penalties, fines and charges imposed by the CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the Solar Power Generator to the extent the delay is attributable to the Solar Power Generator and the balance by the Procurer.

16.5. The Metering Point, which is the point at which energy supplied to the Procurer shall be measured, shall be the low voltage bus bar of the STU / CTU substation. In case of solar parks, the metering point is the final evacuation STU / CTU substation with which the internal transmission from all the pooling substations is connected. All expenses including wheeling charges and losses between the Project and the Metering Point shall be paid by the Solar Power Generators without any reimbursement by the Procurer. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Procurers. Arrangements shall be put in place for either the CTU / STU to bill these expenses directly to the Projects in proportion to their capacity or the normative generation from Projects sharing common infrastructure or to bill the SPPD which may recover the same directly from the Procurer or from the Solar Power Generator who may in turn seek re-imbursement from the Procurer.

17. TECHNICAL SPECIFICATIONS

Procurers shall promote commercially established and operational technologies to minimize the technology risk and to achieve the commissioning of the Projects. The detailed technical parameters, for Solar PV Power Projects to be selected, shall be specified by MNRE from time to time. The current parameters are indicated in Annexure II.

18. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

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

19. ARBITRATION

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

20. CLARIFICATION AND MODIFICATION TO GUIDELINES

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

SHALINI PRASAD, Addl. Secy.

Annexure - I**Annexure I - Time Table for Bid Process**

Sl. No.	Event	Elapsed Time from Zero date
1.	Date of issue of RfS Project specific draft Power Purchase Agreements and other draft Project Agreements, and the 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	**
3.	RfS Bid submission	30 days
4.	Evaluation of bids and issue of LOI	120 days
5.	Signing of PPA and the PSA(if applicable).	150 days

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

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

Annexure-II**Annexure II - Technical Requirements for Grid Connected Solar PV Power Plants**

The following are some of the technical measures required to ensure quality of equipment used in grid connected solar photovoltaic power projects:

1. SPV Modules

- 1.1. The SPV modules used in the grid solar power projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
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Thin Film Modules	IEC 61646
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Concentrator PV modules	IEC 62108
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- 1.2. In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

2. Power Conditioners/ Inverters

The Power Conditioners/ Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent Standards as specified below:

Efficiency Measurements	IEC 61683
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Environmental Testing	IEC 60068 -2/IEC 62093
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EM Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
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Electrical safety	IEC 62103/ IEC 62109-1&2
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Anti-Islanding Protection	IEEE 1547/IEC 62116/UL 1741 or equivalent BIS Standards
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3. Other Sub-systems/ Components:

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

4. Authorized Test Centers

The PV modules/Power Conditioners deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centers in India. In case of module types like Thin Film and CPV / equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member Labs abroad will be acceptable.

5. Warranty

PV modules used in grid solar power plants must be warranted for output wattage, which should not be less than 90% (ninety per cent) at the end of 10 (ten) years and 80% (eighty per cent) at the end of 25 (twenty-five) years.

6. Identification and Traceability

Each PV module used in any solar power project must use a RF identification tag. The following Information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions.)

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25°C)
- vi. Wattage, I_m, V_m and FF for the module
- vii. Unique Serial No and Model No of the module

- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

7. Performance Monitoring:

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to Procurer and MNRE or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to Procurer and MNRE or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

8. Safe Disposal of Solar PV Modules:

The developers will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed of in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

POWER PURCHASE AGREEMENT

BETWEEN

**POWER DISTRIBUTION
COMPANY OF ANDHRA PRADESH LIMITED**

AND

M/s. _____

NCE SOLAR PPA No. _____

1. This Power Purchase Agreement ("Agreement") entered into day of 2018 between Power Distribution Company of Andhra Pradesh Limited (DISCOM), incorporated by the Government of Andhra Pradesh in accordance with the Andhra Pradesh Electricity Reform Act 1998 (Act No.30 of 1998), under the provisions of Companies Act, 1956, having its office at _____, India, hereinafter referred to as the "DISCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as first party, and M/s _____, having registered office at _____, India, hereinafter referred to as the "Solar Power Developer" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) as second party;
2. WHEREAS, the Solar Power Developer has been selected as the Successful Bidder through an open competitive bidding process conducted by the authorized representative of the DISCOM and is setting up the Project of _____MW capacity at **the location** in Andhra Pradesh (hereafter called the Project) with a proposal of _____MW for Sale to DISCOM as detailed in **Schedule 1** attached herewith and the **LoI** issued by APSPDCL is enclosed as **Schedule – 3**.
3. WHEREAS, APTRANSCO/DISCOM has no obligation to recommend to any department for the grant of permissions/sanctions for the Project. The Solar Power Developer shall on his own obtain permissions/ sanctions from Govt. authorities, if any required for

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establishing the project.

4. And whereas Solar Power Developer desires to sell entire solar energy from the Contracted Capacity to DISCOM.
5. WHEREAS, the Solar Power Developer shall achieve Commercial Operation Date as per the timelines stipulated in this Agreement, in the default of which, the Solar Power Developer's Performance Bank Guarantee will be liable for forfeiture and agreement will also be liable for termination as per provisions of the agreement.

The PPA will continue to be in force for a period of 25 years from the Date of Commercial Operation (COD).

6. WHEREAS, it has been agreed that the Project will be designed, engineered and constructed and operated by or on behalf of the Solar Power Developer or its successors with reasonable diligence subject to all applicable Indian laws, rules, regulations and orders having the force of law from time to time;
7. WHEREAS, the Project proposed will be connected to 33/11 kV grid substation as mentioned in the Schedule 1 of this PPA for easy power evacuation within the time frame stipulated in this Agreement. The injection of power from the Project to the grid is to be limited to the already technically approved capacity.
8. The terms and conditions of this Agreement are subject to the provisions of the Electricity Act/Rules and also subject to relevant Regulations, if any, issued by the APERC from time to time.
9. The Solar Power Developer shall deploy commercially established technologies for generation of Solar Power.
10. The Solar Power Developer shall not be eligible for obtaining RECs, for energy generated from this Project and supplied to DISCOMs under this PPA.
11. This Agreement shall come into force subject to APERC's approval under Section 63 of Electricity Act, 2003.
12. NOW THEREFORE, in consideration of the foregoing premises and their mutual covenants herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

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ARTICLE 1 DEFINITIONS

Unless the context otherwise expressed in this Agreement, the following terms shall have the meanings set forth herein below. Defined terms of singular number shall include the plural and vice-versa. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the APERC/CERC (Terms and Conditions of Tariff Regulations 2004, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order

“Act” shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

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

“APERC” shall mean Andhra Pradesh Electricity Regulatory Commission

“APTRANSCO” shall mean Transmission Corporation of Andhra Pradesh incorporated under the Company Act 1956.

“Applicable Laws” means the Constitution of India and all laws, promulgated or brought into force and effect by the Government of India (GoI), the Government of Andhra Pradesh (GoAP), any Government Authority or any local government having jurisdiction over the DISCOM and SPD, including rules, regulations, guidelines and notifications made/issued thereunder, and/or judgments, decrees, injunctions, writs and orders of any court of record, statutory or regulatory authority, tribunal, board or stock exchange in any jurisdiction as may be applicable to the execution of this Agreement and the performance of the respective rights and obligations of the Parties, as may be in force and effect during the subsistence of this Agreement.

“Applicable Permits” mean any permissions, clearances, concessions, authorisations, consents, licenses, permits, rulings, exemptions, no-objections, resolutions, filings, orders, notarisations, lodgements or registrations or approvals of whatsoever nature that are required to be obtained by the SPD from time to time in connection with the Project and for undertaking, performing or discharging its obligations under this Agreement in accordance with Applicable Laws.

“Appropriate Commission” means the State Electricity Regulatory Commission referred to in section 82 of the Electricity Act i.e. Andhra Pradesh Electricity Regulatory Commission (APERC).

“Authorised Representative” shall mean the body corporate authorised by the AP DISCOM(s) i.e. Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) to carry out the bidding process for the selection of the Successful Bidder(s)

“Bidding Company” shall refer to such single Company that has submitted the Bid in accordance with the provisions of the RfS

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“**Bidding Consortium**” or “**Consortium**” Shall refer to a group of Companies that have collectively submitted the Bid in accordance with the provisions of the RfS. For Category I, Consortium shall refer to a group of Bidding Firms.

“**Bidding Firm**” shall mean a sole proprietorship firm or a partnership firm registered under the Indian Partnerships Act, 1932 as amended from time to time.

“**Billing Date**” shall mean the fifth (5th) Working day after the Meter Reading Date.

“**Billing Month**” shall mean the period commencing from 25th of the calendar month and ending on the 24th of the next calendar month. The first Billing Month shall commence from the COD and end with the Metering Date corresponding to the Billing Month in which the COD occurs.

“**Capacity Utilization factor**” (“**CUF**”) shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time. For illustration, it shall mean ratio of total kWh (units) of annual energy generated and injected at the Delivery Point in a year and Contracted Capacity in kW multiplied with number of hours in the same year.

“**CERC**” shall mean Central Electricity Regulatory Commission formed under Section 76 of the Electricity Act 2003.

“**Change in Law**” shall mean the same as provided in Article 12 of this Agreement.

“**Commercial Operation Date**”/ “**Date of Commercial Operation**” (“**COD**”) shall mean the date on which the commissioning certificate is issued by the commissioning committee constituted by AP Discom(s) upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

“**Conciliation Period**” shall mean the period of sixty (60) days or such other longer period as the parties may agree, commencing from the date of issuance of a Solar Power Developer Preliminary Default Notice or DISCOM Preliminary Default Notice as provided in Article 10 of this Agreement, for conciliation between the parties to mitigate the consequence of the relevant event having regard to all the circumstances;

“**Controlling Shareholding**” shall mean not less than 51% of the voting rights and paid up share capital (including fully, compulsorily and mandatorily convertible Preference shares/ Debentures) in the Company/Bidding Firm/Consortium as applicable;

“**Contracted Capacity**” shall mean the capacity in*(Insert Capacity)* MW (in AC) contracted with DISCOM for supply by the SPD to DISCOM at the Interconnection Point from the Project;

“**Delivered Energy**” shall mean, with respect to any Billing Month, the kilo watt hours (kWh) of electrical energy generated by the Project and delivered to the DISCOM at the Delivery Point, as measured by both energy meters at the Interconnection Point during that Billing Month at the designated substation of APTRANSCO/DISCOM.

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- ^{Power} **Explanation 1:** The Delivered Energy in a Billing Month shall be limited to the energy calculated based on the Contracted Capacity in kW multiplied with number of hours and fraction thereof the Project is in operation during that Billing Month.
- **Explanation 2:** The Delivered Energy will be procured as per Article 2 of this Agreement.

“Delivery Voltage” shall mean the voltage i.e. 33 kV for the Delivered Energy at which the electrical energy generated by the Project is required to be delivered to the DISCOM at the Interconnection Point.

“Due Date of Payment” shall mean the date on which the amount payable by the DISCOM to the Solar Power Developer hereunder for Delivered Energy, if any, supplied during a Billing Month becomes due for payment, which date shall be thirty (30) days from the Meter Reading Date provided the bill is received by DISCOM within 5 working days from Meter Reading Date, and in the case of any supplemental or other bill or claim, if any, the Due Date of Payment shall be thirty (30) days from the date of the presentation of such bill or claim to the designated officer of the DISCOM. If the last date of payment falls on a holiday, the next working day shall be considered as last date.

“Effective Date” shall mean the date of execution of this Power Purchase Agreement (PPA) by both the parties;

“Expiry Date” means the date of expiry of this Agreement, which shall not be earlier than the 25 (twenty-five) years from the COD, unless terminated earlier in accordance with the terms of this Agreement;

“Equity” means the sum expressed in Indian Rupees representing the paid up equity share capital of the SPD for meeting the equity component of the total Project cost, and for the purposes of this Agreement shall include convertible instruments or other similar form of capital, which shall compulsorily convert into equity share capital of the SPD and any subordinated shareholder loan.

“Financial Year” shall mean, with respect to the initial Financial Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following March 31. Each successive Financial Year shall begin on April 1 and end on the following March 31, except that the final Financial Year shall end on the date of expiry of the term or on termination of this Agreement as per the provisions of Articles 6.7, 9.2 and 10.4.4 whichever is earlier.

“Financing Agreement” shall mean the agreement pursuant to which the Solar Power Developer has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of APTRANSCO/ DISCOM;

“Financial Bid” shall mean the information provided by the SPD as per the Format 6.10

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prescribed in RfS as a part of its Bid or revised information provided by SPD in the e-Reverse Auction

“Financial Closure” shall mean the submission of documents evidencing the tie-up of financing arrangements for the Project by the SPD and fulfillment of all the conditions precedent to the initial availability of funds there under and the receipt of commitments for such equity as required by the SPD in order to satisfy the requirements of the lenders, provided however that the SPD has immediate access to funds (subject to giving the required drawdown notices) regarded as adequate by the SPD and in any case which shall be within 210 days from the Effective Date. At this stage, Power Producer shall also ensure submission of the documents as per Schedule 2;

“Financing Documents” means collectively, the documents executed or to be executed with Lenders, in respect of the all funded and non-funded financial assistance, including loans, advances and guarantees (but excluding subordinated shareholder loans) or any re-financing that the SPD may avail of for the Project from the Lenders and includes any document providing security for such financial assistance.

“Grid Code” shall mean the Indian Electricity Grid Code issued by CERC vide Notification No. L-1/18/2010-CERC, New Delhi, 28-04-2010 including any amendments and modifications thereto and/or AP Grid Code, as amended from time to time. In case of conflict between Indian Electricity Grid Code and AP Grid Code, the provisions of APERC Grid Code shall prevail.

“Installed Capacity” shall mean the sum total of name plate capacity of all the Units of the Project.

“Interconnection Facilities” shall mean all the equipment and facilities, including, but not limited to, all metering facilities, switchgear, substation facilities, transmission lines and related infrastructure and required land for bay (if required), to be installed at the Voltage of Delivery at the Solar Power Developer's expense from time to time throughout the Term of the Agreement, necessary to enable the DISCOM to economically, reliably and safely receive Delivered Energy from the Project in accordance with the terms of this Agreement. The Solar Power Developer has to bear entire expenditure of Interconnection Facilities for power evacuation as per the sanctioned estimate by the field officers of DISCOM.

“Interconnection Point” / “Delivery Point” shall mean the point or points at 33 kV bus of 33/11 kV substation where the power from the Project is injected and metered to deliver to the DISCOM i.e. into the state distribution system. Metering shall be done at this point where the power is injected into the state distribution system as per provisions of Article 4.1 of this Agreement.

“Interconnection Substation” means the 33/11 kV Substation agreed in the allocation process between the Successful Bidder and the DISCOM for connecting the Project to the state distribution system, pursuant to the evaluation process specified in the RFS.

“Lead Member of the Bidding Consortium” or “Lead Member” There shall be only one Lead

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Member, having the largest shareholding of not less than 51% in the Bidding Consortium and cannot be changed till 1 year after the Commercial Operation Date (COD) of the Project

“**Material Adverse Effect**” means the effect of any act or event which causes a material and adverse impairment in the ability of any of the Parties to exercise its rights or perform any of its obligations or consummate transactions under and in accordance with the provisions of this Agreement.

“**Metering Code**” shall mean Central Electricity Authority (“CEA”) (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.

“**Meter Reading Date**” shall mean the 25th (twenty fifth) day of each calendar month, at 12:00 hours, at the Interconnection Point.

“**Metering Point**” shall mean points where metering shall be provided for Project in accordance with Article 4 of this Agreement and shall be as follows:

- Both meters (main & check) shall be provided at the Interconnection Point for purposes of recording of Delivered Energy of the Project; and
- A standby meter shall be provided at the same point as per CEA norms.
- Metering point shall have three separate sets of 0.2s class accuracy ABT meters as specified in Article 4.1, main meter, check and standby meter installed by the Solar Power Developer and all meters sealed by the DISCOM, having facilities to record both export and import of electricity to / from the grid.

“**Performance Bank Guarantee (PBG)**” shall mean any Bank Guarantee (BG) furnished by the Solar Power Developer to DISCOM before signing of the PPA as per the terms of the RfS and as per format specified in **Schedule 4** of this PPA, to assure timely and satisfactory completion of a Project by a developer and enclosed photocopies in Schedule 6;

“**Person**” means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, unincorporated organization or any other legal entity.

“**Project**” shall mean the solar power generation facility of Installed Capacity of _____MWp, located in various locations in Andhra Pradesh as mentioned in Schedule 1 of this Agreement and shall include all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;

“**Project Company**” or “**Solar Power Developer**” or “**SPD**” shall mean the Company

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Power incorporated by the Bidder as per Indian Laws for the implementation of Project selected based on the RfS.

“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.

“RfS document” shall mean the bidding document issued by Authorised Representative (APSPDCL) including the PPA and all attachments vide RfS no. for grid connected Solar Photo Voltaic projects in the state of Andhra Pradesh and/ or modified/ amended/ revised thereafter;

“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 COD” or “SCOD” shall mean **9 months** from the Effective Date.

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

“SLDC” shall mean the State Load Dispatch Center as notified by the State Government of Andhra Pradesh under the provisions of the Electricity Act 2003.

“Solar Power” shall mean power generated from the Project.

“SPD Related Parties” means any of the following:

- a) an officer, servant, employee or agent of the SPD acting in that capacity;
- b) any contractor or sub-contractor of the SPD of any tier and their directors, officers, servants, employees or agents acting in that capacity; or
- c) any Person acting on behalf of the SPD.

“System Emergency” means a condition affecting the APTRANSCO/DISCOM electrical system including grid which threatens the safe and reliable operation of such system or which is likely to result in the disruption of safe, adequate and continuous electric supply by the APTRANSCO/DISCOM, or which endangers life or property, which condition is affected or aggravated by the continued delivery of Delivered Energy from the Project.

“Tariff” shall have the same meaning as provided for in Article 2 of this Agreement.

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“**Tariff Year**” shall mean the each period of twelve (12) months commencing from the COD of the Project. The last Tariff Year of this PPA shall end on the date of expiry of this Agreement.

“**Term of the Agreement**” shall have the same meaning as provided for in Article 7 of this Agreement.

“**Unit**” when used in relation to the solar generating equipment, shall mean the set of solar panels multiplied by their name plate capacity in MW in case of the Project and when used in relation to electrical energy, means kilo Watt Hour (kWh).

“**WPI**” means the Wholesale Price Index for all commodities as published by the Ministry of Commerce and Industry, GoI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context requires, be construed as reference to the WPI published for the period ending with the preceding month.

All other words and expressions used herein and not defined herein but defined in AP Electricity Reform Act, 1998 and the Electricity Act, 2003 and rules and Regulations made there under shall have the meanings respectively assigned to them in the said laws, as amended from time to time.

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ARTICLE 2:

PURCHASE OF DELIVERED ENERGY AND TARIFF

- 2.1 All the Delivered Energy at the Interconnection Point for sale to DISCOM will be purchased at the Tariff provided for in Article 2.2 limited to capacity of the Project only, after the Date of Commercial Operation of the Project and title to Delivered Energy purchased shall pass from the Solar Power Developer to the DISCOM at the Interconnection Point.
- 2.2 The DISCOM shall pay Tariff to the Solar Power Developer equal to the Tariff which is agreed the both parties in pursuance of conclusion of bid and subject to adoption of tariff by APERC. The Tariff applicable for the Project is Rs...../kWh.
- 2.3 The Tariff payable by the DISCOM will be inclusive of all taxes, duties and levies, to be borne by the Solar Power Developer.
- 2.4 The Solar Power Developer, at any time during validity of this Agreement, shall not add any extra solar modules/equipment more than the Installed Capacity except which are available and certified by the commissioning committee at the time of commissioning of project.
- 2.5 For Delivered Energy corresponding to less than or equal to 21% CUF, the applicable Tariff shall be as per Article 2.2 of this Agreement. Further,
- a) For Delivered Energy corresponding to more than 21% CUF, the DISCOM shall have first right of refusal to purchase such excess energy. In case the DISCOM agrees for purchase of such excess energy then the applicable Tariff shall be 75% of the Tariff as per Article 2.2 of this Agreement. In the event of DISCOM refusing to purchase any such energy then the SPD shall be free to sell such excess energy to any other entity. It must be noted that the above metric of 21% CUF shall be computed on Tariff Year basis.
- b) For any tariff year, the minimum CUF should be greater than or equal to 16%. The SPD is liable to pay to the DISCOM a penalty for shortfall in Delivered Energy below the minimum CUF limit of 16% at 25% of the Tariff for that Tariff Year as per Article 2.2. The same will be recovered from the bills payable to the SPD.

Explanation: If the CUF corresponding to the energy generation in any Tariff Year is 12%, then the generator shall pay the compensation for the energy shortfall corresponding to 4% CUF (CUF 16% minus CUF 12%).

SPD shall be required to make arrangement and payments for import of energy as per the applicable regulations of Andhra Pradesh State Regulatory Commission and its amendments from time to time.

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ARTICLE 3

INTERCONNECTION FACILITIES, SYNCHRONIZATION, COMMISSIONING AND COMMERCIAL OPERATIONS

- 3.1. The SPD shall be responsible for arranging Interconnection Facilities upto the Delivery Point. However, if the SPD wishes to take support from the APTRANSCO / DISCOM in estimating the cost of arrangement of such Interconnection Facilities then, on its request, APTRANSCO / DISCOM shall prepare an estimate for arranging Interconnection Facilities for power evacuation at the Delivery Voltage. The Solar Power Developer has to bear the entire cost of the Interconnection Facilities as per the sanctioned estimate.
- 3.2. APTRANSCO and DISCOM may also permit the Solar Power Developer to execute the Interconnection Facilities for power evacuation as per the sanctioned estimate at its discretion duly collecting the supervision charges as per procedure in vogue.
- 3.3. Solar Power Developer shall own, operate and maintain Interconnection Facilities the Project to the Interconnection Point from time to time and necessary expenditure shall have to be borne by the Solar Power Developer. The maintenance work at the Interconnection Point and connected bay and equipment has to be done in coordination with the APTRANSCO and DISCOM authorities. If APTRANSCO/DISCOM carryout the O&M work, the power producer shall pay such expenses to APTRANSCO/DISCOM as applicable.
- 3.4. Any modifications or procedures or changes in arranging Interconnection Facilities for power evacuations rest with APTRANSCO and DISCOM.
- 3.5. DISCOM reserves the right to add any additional loads on the feeder without detriment to the existing generator/solar plants on the same feeder.
- 3.6. The Solar Power Developer shall be responsible to operate the Project as envisaged under this Agreement & to provide appropriate facility/ instrumentation/metering arrangement as per Article 4.1.
- 3.7. The Solar Power Developer shall deploy components/equipment for the Project complying with approved/minimum technical standards as per International Electro technical Commission ("IEC") & Bureau of Indian Standards ("BIS") or technical standards that are as specified by Ministry of New and Renewable Energy ("MNRE") as amended from time to time at the cost of the Solar Power Developer.

3.8. Acceptance/Performance Test

Prior to synchronization of the Project as per Article 3.10, the Solar Power Developer shall be required to get the Project certified for the requisite Acceptance/Performance test as may be laid down by CEA/ APERC/APTRANSCO or an agency identified by APTRANSCO/DISCOM to carry out testing and certification for the Project.

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^{Power} **3.9. Verification by APTRANSCO/DISCOM**

- 3.9.1. The Solar Power Developer shall be further required to provide entry to the site of the project free of all encumbrances at all times during the Term of the Agreement to APTRANSCO/DISCOM for inspection and verification of the works being carried out by the Solar Power Developer at the site of the Project.
- 3.9.2. The APTRANSCO/DISCOM may verify the construction works/operation of the Project being carried out by the Solar Power Developer and if it is found that the construction works/operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from Solar Power Developer or require the works to be stopped or to comply with the instructions of such third party.

3.10. Synchronization, Commissioning and Commercial Operation

- 3.10.1. The Solar Power Developer shall give a written notice to the concerned SLDC and DISCOM, at least sixty (60) days in advance to the date on which it intends to synchronize the Project to the grid system.
- 3.10.2. The Project may be synchronized by the Solar Power Developer to the grid system when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the grid system.
- 3.10.3. The synchronization equipment shall be installed by the Solar Power Developer at its generation facility of the Project at its own cost. The Solar Power Developer shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned sub-station/grid system and checking/verification is made by the concerned authorities of the grid system.
- 3.10.4. The Solar Power Developer shall immediately after synchronization/ tripping of generator, inform the sub-station of the grid system to which the Project is electrically connected in accordance with applicable Grid Code.
- 3.10.5. The Commercial Operation Date (“COD”) shall be considered as the date subsequent to the actual date of commissioning of the Project as certified by the APTRANSCO/ DISCOMs .

Commissioning of Project shall be the date, when the project meets the criteria and specification defined for the Project Commissioning i.e. the Project will be considered as commissioned if all equipment as per rated project capacity have been installed and energy has flown into grid, meeting all commissioning requirements as per provisions of this Agreement. APTRANSCO/ DISCOM may authorize any individual of committee or organization to declare the project commissioned on site. The energy accounting shall start from the date of COD.

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Early Commissioning: The SPD shall be permitted for early commissioning of the Contracted Capacity at any date prior to the SCOD. It is clarified that date of such early commissioning, subject to provisions under this Agreement, shall be considered for declaration as COD. Any energy injected and metered at the Delivery Point due to such early commissioning shall be paid at the Tariff decided as per Article 2 of this Agreement.

- 3.10.6. The Solar Power Developer shall commission the Project within timelines defined for Scheduled COD as per this Agreement, and any delay of the same is subject to the penalties/Liquidated Damages stated in Article 6.7 of this Agreement.

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METERING AND PROTECTION

- 4.1 The Solar Power Developer shall install main meter, check meter of static type 0.2S class accuracy of ABT Meters at the Interconnection Point. Also Solar Power Developer shall install stand by meter of same accuracy as per norms fixed by CEA/APERC/ APTRANSCO. The main meter, check meter and stand by meter will each consist of a pair of export and import parameters with facility for recording meter readings using meter recording instrument. For the purpose of uniformity, the Solar Power Developer shall follow metering specifications as developed by the DISCOM from time to time and as per Metering Code. The Solar Power Developer shall be responsible to enable remote monitoring of generation (providing of AMR modules to the billing meters by Solar Power Developer). All the meters shall installed and operated as per provisions of CEA (Installation and Operation of meters) Regulations, 2006, as amended from time to time.
- 4.2 All of the meters required to be installed pursuant to Article 4.1 above, shall be jointly inspected and sealed on behalf of both parties and shall not be interfered with, tested or checked except in the presence of representatives of both parties and as per Metering Code.
- 4.3 The meter readings from the main meters will form the basis of billing. If any of the main meters or check meters or standby meters installed pursuant to Article 4.1 above is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be immediately repaired, re-calibrated or replaced by the SPD.
- 4.4 The test check of the main meter(s) and check meter(s) shall be conducted after every six months for their accuracy in measuring the units. If the test check indicates an error in one of the main meter(s) beyond the limits for such meter(s) but no such error is indicated in the corresponding check meter(s), billing for the month will be done on the basis of the reading on the check meter(s) and the main meter(s) will be replaced immediately. If both the main and check meter(s) indicate an error beyond the limits, billing for the month will be reconciled on the basis of the reading on the standby meter(s), and the main and check meter(s) will be replaced immediately.
- 4.5 If during the test checks, all the main meters and the corresponding check meters and standby meters are found to be beyond permissible limits of error, all the meters shall be immediately replaced and the correction applied to the consumption registered by the main meter to arrive at the correct Delivered Energy for billing purposes for the period of one month up to the time of such test check, computation of Delivered Energy for the period thereafter till the next monthly meter reading shall be as per the replaced main meter.
- 4.6 Corrections in Delivered Energy billing, whenever necessary, shall be applicable to the

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- period between the previous monthly meter reading and the date and time of the test calibration in the current month when the error is observed and this correction shall be for the full value of the absolute error. For the purpose of determining the correction to be applied to any meter registering inaccurately, the meter shall be tested under conditions simulating 100%, 50%, 20% and 10% load at unity power factor and 0.5 power factor. Of these eight values, the error at the load and power factor nearest the average monthly load served at the Interconnection Point during the applicable period shall be taken as the error to be applied for correction.
- 4.7 If all the main, check and standby meters fail to record or if all/any of the PT fuses are blown out, then the energy will be computed on a mutually agreeable basis for that period of defect.
- 4.8 The main, check and standby meters shall be tested and calibrated once in a Financial Year utilizing a standard meter of 0.2S class accuracy testing meter ("Standard Meter"). The Standard Meter shall be calibrated once in every year at the approved Laboratory by Government of India / Government of Andhra Pradesh as per Terms and Conditions of supply. The testing of meters shall be carried out as per APERC/APTRANSCO/DISCOM rules and regulations.
- 4.9 All main, check and stand by meter tests shall be jointly conducted by the authorized representatives of both the parties and the results and correction so arrived at mutually will be applicable and binding on both the parties.
- 4.10 On the Meter Reading Date of each month, meter readings shall be taken (and an acknowledgement thereof signed) by the authorized representatives of both parties.
- 4.11 Within six (6) months, following the execution of this Agreement, the Solar Power Developer and the APTRANSCO/DISCOM shall mutually agree to technical and performance specifications (including, but not limited to, the metering configuration for the Project) concerning the design and operation of the facilities required to be installed by the Solar Power Developer in order for the Solar Power Developer to operate in parallel with the grid. Thereafter, any change in such specifications shall be subject to mutual agreement of the parties.
- 4.12 The Project shall be operated and maintained in accordance with good and generally accepted prudent utility standards with respect to synchronizing, Voltage, frequency and reactive power control.
- 4.13 Voltage regulation shall be such as to enable continued paralleling and synchronization with the network voltage at the point of interconnection.
- 4.14 The equipment of the Solar Power Developer shall be designed for fluctuations in the frequency within limits of -5% and +3% of the standard frequency of 50 cycles per second.

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- 4.15^{Power} The Solar Power Developer shall ensure that the power factor of the power delivered to the DISCOM is maintained as per the APERC/CEA norms as applicable from time to time.
- 4.16 Any change in rupturing capacity of switch-gear, settings of the relays, etc., shall be subject to approval of the APTRANSCO/DISCOM, as applicable.
- 4.17 As the Project's plant may carry fault currents that may occur on the grid, the Solar Power Developer shall provide adequate switchgear protection against such faults. The APTRANSCO/DISCOM is not responsible for damage, if any, caused to the Project's plant and allied equipment during parallel operation of the plant with the grid.
- 4.18 The Solar Power Developer shall make bonafide effort to operate the Project in such a manner so as to avoid fluctuations and disturbances to the APTRANSCO/DISCOM network due to parallel operation with the network.
- 4.19 The Solar Power Developer shall control and operate the Project as per Prudent Utility Practices. The APTRANSCO/DISCOM shall only be entitled to request the Solar Power Developer to reduce electric power and energy deliveries from the Project during a System Emergency, and then only to the extent that in the APTRANSCO/DISCOM's reasonable judgment such a reduction will alleviate the emergency. The DISCOM shall give the Solar Power Developer as much advance notice of such a reduction as is practicable under the circumstances and shall use all reasonable efforts to remedy the circumstance causing the reduction as soon as possible. Any reduction required of the Solar Power Developer hereunder shall be implemented in a manner consistent with safe operating procedures.
- 4.20 SLDC may instruct the Solar plant to back down generation on consideration of grid safety and security or safety of any equipment or personnel is endangered and solar plant shall comply with the same. For this, the Solar Power Developer shall provide Data Acquisition System ("DAS") facility compatible to SLDC Supervisory Control and Data Acquisition ("SCADA") system in consultation with SLDC for transfer of online information to concerned SLDC as per the Section 5 (Metering Code) of APERC Grid Code and IEGC 2010 & APERC Grid Code.
- i) SLDC may direct the Solar Power Developer to curtail its VAR/injection incase the security of grid or safety of any equipment or personnel is endangered.
- ii) During the Project start-up, the Solar Power Developer shall ensure that the reactive power drawl (inrush currents in case of induction plants) shall not affect grid performance
- 4.21 The Solar Power Developer shall ensure the connectivity standards applicable to the solar generating stations as per the Central Electricity Authority (CEA) Regulations and its amendments thereto are adhered to.

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- 4.22^{Power} The Solar Power Developer will install necessary current limiting devices such as thyristors etc, if required. The Solar Power Developer shall provide protection system in compliance to grid code requirement for short circuit level, neutral grounding, current unbalance, limiting of harmonics, fault- clearing time etc. A generating Unit may be synchronized to the state grid system, when the Solar Power Developer has obtained permission for synchronization after meeting system requirements and such generating Unit complies with Prudent Utility Practices.
- 4.23 Harmonics: The SPD shall ensure that the harmonics injected into the grid shall conform to the grid specifications as specified by APERC/CERC from time to time.

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Power ARTICLE 5

BILLING AND PAYMENT

- 5.1 For the Delivered Energy supplied the Solar Power Developer shall furnish a bill to the DISCOM calculated at the Tariff provided for in Article 2, in such form as may be mutually agreed between the DISCOM and the Solar Power Developer, for the billing month on or before the 5th working day following the Meter Reading Date.
- 5.2 The DISCOM shall be entitled to get a rebate at 2% of the total amount billed in any billing month for payments made before the Due Date of Payment. Any payment made beyond the Due Date of Payment, the SPD shall be entitled to receive interest at prevailing SBI 1 Year MCLR and in case this rate is reduced, such reduced rate is applicable from the date of reduction.
- 5.3 The DISCOM shall pay the bill submitted under Article 5, on monthly basis as per provisions of Article 5.5.

5.4 **Payment Security**

A. Revolving Letter of Credit

- a) Not later than 30 days prior to the Scheduled COD of the Project, DISCOM shall set up and maintain an irrevocable revolving Letter of Credit issued in favour of Solar Power Developer by a Scheduled Bank (the “Letter of Credit”) at the district in which its corporate office is located. The Letter of Credit shall have a term of 12 (twelve) Months and shall be renewed as explained below, for an amount equal to:
- i) for the first Tariff Year equal to the energy quantum equivalent to the estimated Delivered Energy from the Project in first month x the Tariff; and
 - ii) for each subsequent Tariff Year, equal to the average 1 (one) month’s billing of the preceding 11 (eleven) months.

Provided that if at any time, the Letter of Credit amount falls short of the amount specified in Article 5.4(a), the DISCOM shall restore such shortfall within 15 (fifteen) Days of the shortfall.

- b) Provided that the DISCOM shall ensure that the Letter of Credit shall be renewed not later than 30 (thirty) Days prior to its expiry.
- c) All costs relating to opening and maintaining the Letter of Credit shall be borne by the DISCOM.
- d) The SPD shall ensure that the Letter of Credit shall not be invoked for any disputed bill amount.
- e) Further the Letter of Credit can be invoked only when the DISCOM fails to

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pay bill amount by due date of bill payment.

B. Payment Security Fund

- a) Not later than 30 days prior to the Scheduled COD of the Project, DISCOM shall also open a Payment Security Fund with a corpus of (*Insert an amount of equivalent to average of billing amount for first three (3) months for estimated Delivered Energy in first Tariff Year*) or an overdraft or guarantee facility of the same size, which may be drawn by the SPD in accordance with this Article.
- b) If at any time, such Payment Security Fund falls short of the amount specified in Article 5.4 (f) on account of any reasons solely attributable to the DISCOM, the DISCOM shall restore such shortfall within 15 (fifteen) days.
- c) All costs relating to the opening and maintaining of the Payment Security Fund, i.e., relating to opening of any account, instruments, administrative charges, fees and/or charges payable to a financial institution shall be borne by the DISCOM.
- d) If any bill or part thereof is not paid to the SPD on or prior to the Due Date and the SPD fails to recover such payments due from the Letter of Credit, in accordance with Article 5.4 (A), for any reason not attributable to the SPD, then the SPD may upon issuing a written notice of 15 (fifteen) Days to the DISCOM draw upon the Payment Security Fund to recover all such amounts in full.

5.5 **Payment for bills raised:** Solar developer shall submit bills for the Delivered Energy, certified by the SEA of Andhra Pradesh SLDC, during the billing period as per the provision of this PPA and there upon DISCOMs shall make payment for the eligible bill amount by the due date of payment.

5.6 **Billing disputes:** The DISCOM shall pay the bills of Solar Power Developer promptly subject to the Articles 5.1, 5.2 and 5.3.

The DISCOM shall notify Solar Power Developer in respect of any disallowed amount on account of any dispute as to all or any portion of the bill. Solar Power Developer shall immediately take up issue with all relevant information with DISCOM which shall be rectified by the DISCOM, if found satisfactory. Otherwise notify its (DISCOM's) rejection of the disputed claim within reasonable time with reasons therefor. The dispute may also be decided by mutual agreement. If the resolution of any dispute requires the DISCOM to reimburse Solar Power Developer, the amount to be reimbursed shall bear interest at prevailing SBI 1 year MCLR from the date of disallowance to the date of reimbursement and in case this rate is reduced within this period, such reduced rate is applicable from the date of reduction.

5.7 All payments by the DISCOM to Solar Power Developer hereunder shall be made to such address as may be designated by Solar Power Developer to the DISCOM in writing from time to time.

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Address: M/s ,

Telephone: +91

Fax: +91

Mail ID:

- 5.8 Notwithstanding anything stated in this PPA, the dispute of correctness or otherwise of the applicable Tariff, shall not be considered as billing dispute.
- 5.9 Further in the event, at any time, DISCOMs find that amount is due from Solar Power Developer either under this Agreement or under any other transaction, the DISCOM is entitled to recover the said due amount by adjusting from the bill amount payable to the Solar Power Developer.

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Power ARTICLE 6

UNDERTAKING

6.1 The Solar Power Developer shall be responsible:

- (i) for operation, maintenance, overhaul of the plant, equipment, works, switch yard and transmission lines and equipment up to the Interconnection Point of the Project in coordination with the APTRANSCO/DISCOM officials and in accordance with established Prudent Utility Practices.
- (ii) to furnish the generation and maintenance schedules every year, during peak and non-peak season.
- (iii) for making all payments on account of any taxes, cess, duties or levies imposed by any government or competent statutory authority on the land, equipment, material or works of the Project or on the energy generated or consumed by the Project or the Solar Power Developer or on the income or assets of the Solar Power Developer.
- (iv) for obtaining necessary approvals, permits or licenses for operation of the Project and sale of energy to DISCOM there from under the provision of the relevant laws.
- (v) to comply with the provisions of the Grid Code. Notwithstanding any provision in this Agreement, the Solar Power Developer shall comply with the state Grid Code, dispatch practices, performance standard, protection & safety as required as per the rules & regulations in force as applicable from time to time in the State of AP.
- (vi) for achieving Financial Closure within 210 days from the date of signing of PPA. The SPD will have to submit the required documents (as listed out in **Schedule 2**) to the DISCOM at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, the DISCOM 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 DISCOM, on the sole request of the Successful Bidder, on advance payment of extension charges of Rs. 10,000/- per day per MW. In case of any delay in depositing this extension charge, the SPD has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI 1 Year MCLR.

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

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by the Power Producer shall not be refunded.

- (vii) for achieving Commercial Operation Date within the timelines stipulated for Scheduled COD as per this Agreement.
- (viii) for seeking approval of APTRANSCO and DISCOM in respect of Interconnection Facilities with grid substation and synchronization of the Project with grid.
- (ix) to install new machinery/modules in the plant.
- (x) The Solar Power Developer shall not dismantle and take away Project machinery and Interconnection Facilities during the Term of the Agreement.
- (xi) To share Clean Development Mechanism (“CDM”) benefit with DISCOM as provided in CERC (Terms and Conditions for the Tariff determination from Renewable Energy Sources) Regulations, 2017, and as amended from time to time, as indicated below:
 - (1) The proceeds of carbon credit from approved CDM Project shall be shared between Solar Power Developer and DISCOM in the following manner, namely
 - a) 100% of the gross proceeds on account of CDM benefit to be retained by the Solar Power Developer in the first year after the date of commercial operation of the generating station;
 - b) In the second year, the share of the DISCOM shall be 10% which shall be progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the Solar Power Developer and the DISCOM.
- (xii) The Solar Power Developer shall abide by the **minimum equity requirements** as follows –
 - (1) After execution of PPA, the Bidding Company or Bidding Firm shall ensure that the percentage of its controlling shareholding in the Project Company setting up the Project shall not fall below 51% (fifty one percent) at any time prior to one (1) year from COD, except on prior approval from the DISCOM. Thereafter, any change can be undertaken under intimation to the DISCOM.
 - (2) In case of Consortium, the Lead Member shall ensure that the combined shareholding of the consortium members in the Project Company executing the PPA, shall not fall below 51% at any time prior to one (1) year from the COD, except with the prior approval of the DISCOM.
 - (3) Any change in the shareholding after the expiry of 1 (one) year from the COD

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can be undertaken under intimation to DISCOM.

- (4) Whether or not financial resources of Parents and / or Affiliate(s) are relied upon to achieve the required net worth, the required net worth equivalent to 30% of the minimum equity contribution i.e. Rs. 0.3 Crore/MW of the Contracted Capacity has to be infused in the Project Company before signing of PPA and another Rs. 0.7 Crore/MW of the Contracted Capacity on or before the date of Financial Closure.
- (xiii) Any other obligation related to ownership imposed on the SPD as per the provisions of the RfS.
- (xiv) **Satisfaction of conditions subsequent by the SPD**

The SPD agrees and undertakes to duly perform and complete all of the following activities at the SPD's own cost and risk within two hundred ten (210) days from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by DISCOM

- (1) For obtaining all Consents, Clearances and Permits required for supply of power to DISCOM as per the terms of this Agreement;
- (2) For making project financing agreements and completing Financial Closure and shall provide necessary documents to DISCOM in this regard;
- (3) For making adequate arrangements to connect the Project switchyard with the Interconnection Facilities at the Delivery Point;
- (4) For producing the documentary evidence of the clear title and possession of the acquired land @ minimum 1.5 hectare /MW in the name of SPD. In this regard the SPD shall be required to furnish the following documentary evidences –
 - a) Ownership or lease hold rights (for at least 30 years) in the name of the SPD and possession of 100% of the area of land required for the Project.
 - b) No Objection Certificate (NoC)/Environmental clearance (if applicable) for the Project.
 - c) Forest Clearance (if applicable) for the land for the Project.
 - d) Approval for water from the concerned authority (if applicable) required for the Project.
 - e) Certificate by the concerned and competent revenue/registration authority for the acquisition/ownership/vesting of the land in the name of the SPD.
 - f) Sworn affidavit from the Authorized person of the SPD listing the details of

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the land and certifying total land required for the Project under clear possession of the SPD.

- g) A certified English translation from an approved translator in case above land documents are in languages other than English and Hindi.

(5) The SPD shall submit line diagram of undertaking the Project.

6.2 The DISCOM agrees:

- (i) to make all reasonable efforts for making arrangements for evacuation of power from the Project to be completed prior to the COD of the Project subject to Article 3.
- (ii) for purchase of Delivered Energy from the Project as per Article 2.
- (iii) to co-ordinate with and guide the Solar Power Developer in obtaining approval for the interconnection facilities where the interconnection is at 33 kV, for synchronization, commercial operation, regular operation etc., as required by the Solar Power Developer.

6.3 The SPD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the financing agreements, this Agreement and under applicable laws. The SPD shall take insurance for the project assets against losses included but not limited to natural calamities, fire, riot and strike for replacement value.

- (i) Within 15 (fifteen) Days of obtaining any insurance cover, the SPD shall furnish to the DISCOM, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) Days after notice of such proposed cancellation, modification or non-renewal has been delivered by the SPD to the DISCOM.
- (ii) All insurance policies in respect of the insurance obtained by the SPD pursuant to Article 6.3 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the DISCOM, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

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- (iii) The SPD hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the DISCOM and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the SPD may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the SPD pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.
- (iv) Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.
- (v) The SPD expressly acknowledges and undertakes to fully indemnify the DISCOM from and against all losses and claims arising from the SPD's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

6.4 Performance Bank Guarantee

- (i) The Performance Bank Guarantee of INR 20 lakh/MW to be furnished under this Agreement and before signing of this PPA shall be for guaranteeing the commencement of the supply of power up to the Contracted Capacity within the time specified in this Agreement as per format provided in Schedule 4. The Performance Bank Guarantee of INR 20 lakh/MW shall be submitted in three (3) Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% value. Performance Bank Guarantee will have a validity period of six (6) months from the Scheduled COD.
- (ii) The failure on the part of the SPD to furnish the Performance Bank Guarantee before signing of this PPA or to maintain the Performance Bank Guarantee till the validity period of the Performance Bank Guarantee as stated in Article 6.4 (i) of this Agreement, shall be a material breach of the terms of this Agreement on the part of the SPD.
- (iii) If the SPD fails to commence supply of power from the SCOD, DISCOM shall have the right to encash the Performance Bank Guarantee as per provisions of Article 6.7, without prejudice to other rights of DISCOM under this Agreement.
- (iv) Subject to Article 6.5, DISCOM shall return / release the Performance Bank Guarantee three (3) months after the Commercial Operation Date.
- (v) The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of DISCOM under this Agreement.

6.5 Consequences of non-fulfillment of conditions subsequent specified in Article 6.1 (xiv)

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- (i) In case of a failure to fulfill the conditions subsequent as specified in Article 6.1 (xiv), DISCOM shall have the right to terminate this Agreement by giving a Termination Notice to the SPD in writing of at least seven (7) days. The termination of the Agreement shall take effect upon the expiry of the 7th day of the Notice
 - (ii) DISCOM shall be entitled to encash all the Performance Bank Guarantees submitted by the SPD.
 - (iii) For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.
 - (iv) In case of inability of the SPD to fulfill any one or more of the conditions specified in Article 6.1 (xiv) due to any Force Majeure event, the time period for fulfillment of the conditions subsequent as mentioned in Article 6.1 (xiv), shall be extended for the period of such Force Majeure event.
 - (v) Provided that due to the provisions of this Article 6.5, any increase in the time period for completion of conditions subsequent mentioned under Article 6.1 (xiv), shall also lead to an equal extension in the Scheduled Commissioning Date.
- 6.6 Solar Power Developer shall not encumber, assign or mortgage project assets except for getting finance for execution of the project. However the developer can transfer, sell, assign or mortgage the project assets in line with the provisions of 10.1.1 (i) (b).

6.7 Liquidated Damages in case of Delayed Commissioning

Under normal circumstances the Project has to be commissioned on or before the SCOD. In case of failing to achieve this milestone due to reasons attributable to the SPD, DISCOM shall encash the Performance Bank Guarantee which was submitted by Solar Developer to the DISCOM at time of entering the PPA, in the following manner:

Contracted Capacity commissioned but with delay:

- (a) Delay upto one (1) month – DISCOM will encash 20% of Performance Bank Guarantee (INR 4 lakh/MW) on per day basis proportionate to the Capacity not commissioned.
- (b) Delay of more than one (1) month and upto two (2) months – DISCOM will encash 40% of the Performance Bank Guarantee (INR 8 lakh/MW) on per day basis proportionate to the Capacity not commissioned.
- (c) Delay of more than two (2) and upto three (3) months – DISCOM will encash the remaining Performance Bank Guarantee on per day basis proportionate to the Capacity not commissioned.
- (d) In case the commissioning of the Project is delayed beyond three (3) months, the SPD can seek an extension of time for commissioning, by making an advance

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payment of an amount of Rs. 1,00,000/- per day per MW towards liquidated damages to DISCOM and such extension shall be for a maximum period of one (1) month only.

- (e) For all other cases of Solar Power Developer Event of Default, procedure as provided in Article 10.3 shall be applicable.

6.8 Generation Compensation:

a) Generation Compensation in Offtake Constraint Due to Transmission Infrastructure Not Complete/ Ready Beyond Delivery Point (Transmission Constraint)

After the SCOD, if the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, for reasons not attributable to the SPD, leading to offtake constraint, the provision for generation compensation is as follows:

Transmission Constraint beyond Delivery Point	Provision for Generation Compensation
If the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, leading to offtake constraint	<p>a) The normative CUF of 19%, for the period of grid unavailability beyond Delivery Point, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 3 (three) Contract Years, shall be procured by the DISCOM at the PPA tariff so as to offset this loss.</p> <p>b) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by DISCOM for compensating the generation loss.</p>

However, it is clarified that if the Project is ready before SCOD, but the offtake is constrained because of inadequate/ incomplete power evacuation infrastructure, no compensation shall be permissible.

b) Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point

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 SPD. In such cases the generation compensation shall be addressed by the DISCOM in following

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manner:

Duration of Grid Unavailability beyond Delivery Point	Provision for Generation Compensation
Grid unavailability in a Tariff Year as defined in the PPA: (only period lying between 8 am to 6 pm shall be counted). For a Tariff Year, Grid Unavailability shall be considered for number of hours in that Tariff Year beyond 50 hours only.	<p><i>Generation Loss = [(Average Generation per hour during the Tariff Year) × (number of hours of grid unavailability during the Tariff Year)]</i></p> <p>Where, Average Generation per hour during the Tariff Year (kWh) = Total generation in the Tariff Year (kWh) ÷ Total hours of generation in the Tariff Year</p> <p>The excess generation by the SPD equal to this generation loss shall be procured by the DISCOM at the Tariff so as to offset this loss in the succeeding 3 (three) Tariff Years.</p>

c) Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point

The SPD and the DISCOM shall follow the forecasting and scheduling process as per the regulations in this regard by the APERC. The Government of India, as per Article 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of “must-run” to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the SPD shall be eligible for a Minimum Generation Compensation, from the DISCOM, in the manner detailed below.

Duration of Back down	Provision for Generation Compensation
Hours of Back down during a monthly billing cycle.	<p><i>Minimum Generation Compensation =</i></p> <p><i>50% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff]</i></p> <p><i>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month</i></p>

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It is clarified that the Generation Compensation computed in Article 6.7 (c) above, shall be paid in the immediately succeeding month.

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Power ARTICLE 7

DURATION OF AGREEMENT

7.1 This Agreement is subject to para (5) of the Preamble and shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the Commercial Operation Date (COD) and until the 25th anniversary that is for a period of twenty five years from the Commercial Operation Date (COD). This Agreement may be renewed for such further period of time, with or without modification and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period, subject to the consent of the APERC. In such a case, the first right of refusal shall lie with the DISCOM. Any one or all incentives/conditions envisaged in the Articles of this Agreement are subject to modification from time to time as per the directions of APERC.

7.2 Early Termination:

This Agreement shall terminate before the Expiry Date if either the DISCOM or the SPD terminates the Agreement, pursuant to Article 10 of this Agreement.

7.3 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 liquidated damages/penalties 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 6.5, Article 9 (Force Majeure), Article 10 (Events of Default and Termination), Article 11 (Governing Law and Dispute Resolution), Article 13 (Representation and Warranties, Article 14 (Liability and Indemnification), Article 15 (Special 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.

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Power ARTICLE 8

NOTICES

- 8.1 Except as otherwise expressly provided in this Agreement, all notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by registered post or faxed or emailed to address as follows:

If to the Solar Power Developer:

Attention : Mr. ,
M/s ,
Telephone : +91
Fax : +91
Email :

If to the DISCOM:

Attention :
Fax No. :
Telephone No. :
Email :

- 8.2 All notices or communications given by fax or email shall be confirmed by depositing a copy of the same in the post office in an envelope properly addressed to the appropriate party for delivery by registered post. All notices shall be deemed delivered upon receipt, including notices given by fax or mail regardless of the date of the confirmation of such notice is received.
- 8.3 Any party, may by written notice, change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

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Power ARTICLE 9

FORCE MAJEURE

9.1 Force Majeure Event:

- (a) A Force Majeure Event means one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof affects, the performance by the Party claiming the benefit of force majeure (**the Affected Party**) of its obligations under this Agreement and which is/are: (i) beyond the reasonable control of any Party; (ii) such that the Affected Party has been unable to overcome or prevent despite exercise of due care, diligence and following Prudent Utility Practices; and (iii) such that it/they has/have a Material Adverse Effect on the performance of the Affected Party's obligations in whole or in part under this Agreement or makes performance materially more onerous or uneconomic by reason of occurrence of such event.

(i) Non-Political Force Majeure Events

A Non-Political Force Majeure Event shall mean one or more of the following acts or events:

- A. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion; or
- B. the discovery of geological conditions, toxic contamination or archaeological remains on the land of the Project that could not reasonably have been expected to be discovered through an inspection of the such land.

It is clarified that a Non-Political Force Majeure Event shall not include the following events:

- A. unavailability, late delivery or changes in cost of plant, machinery, equipment, materials or spare parts required for constructing, operating or maintaining the Project;
- B. a delay in the performance of any SPD Related Parties;
- C. non-performance resulting from normal wear and tear; or
- D. non-performance caused by: (I) negligent or intentional acts, errors or omissions, (II) failure to comply with the Applicable Laws or Applicable Permits, or (III) breach of, or default under, this Agreement, as the case may be

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(ii) Political Force Majeure Events

- (A) hostilities (whether declared as war or not), riot, civil disturbance, revolution, rebellion, insurrection, act of terrorism;
 - (B) invasion, act of foreign enemy, revolution, nuclear explosion or politically motivated sabotage;
 - (C) nation-wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or its contractors.
- (b) If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the dispute resolution procedure set forth in Article 11, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

9.2 Notice of Force Majeure Event

The Affected Party shall give notice to the other Parties of the occurrence of any of the Force Majeure Events (**the FM Notice**), as soon as it arises or as soon reasonably practicable and in any event within 30 (thirty) days after the Affected Party knew of its occurrence, the adverse effect it has or is likely to have on the performance of its obligations under this Agreement, the actions being taken in accordance with Article 9.5 and an estimate of the period of time required to overcome the Force Majeure Event and/or its nature and effects (if it is possible to estimate the same).

If, following the issue of the FM Notice, the Affected Party receives or becomes aware of any further information relating to the Force Majeure Event, it shall submit such further information to the other Party as soon as reasonably practicable.

Any Party claiming to have been affected by a Force Majeure Event shall not be entitled to any relief unless it has complied with all the provisions of this Article 9.2.

9.3 Performance Excused

In the event of a delay in COD due to:

- (i) Force Majeure Events affecting the Solar Power Developer; or
- (ii) DISCOM Event of Default as defined in 10.2,

the SCOD shall be deferred, for a reasonable period but not less than 'day-for-day' basis subject to a maximum period of six (6) months from the SCOD as per this Agreement, to permit the Solar Power Developer or DISCOM through the use of due diligence, to overcome

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the effects of the Force Majeure events affecting the Solar Power Developer or DISCOM, or till such time such event of default is rectified by Solar Power Developer or DISCOM, whichever is earlier.

Provided that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

9.4 No Liability for Other Losses

Save and except as expressly provided in this Agreement, 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 or the exercise by it of any right pursuant to this Article 9.

9.5 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 this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

9.6 Termination Due to Force Majeure Event

a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for Force Majeure Event commencing from the date of issuance of the FM Notice, the Parties are of the reasonable view that:

- (i) a Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 9.3; or
- (ii) that it is uneconomic or impractical to restore the affected Project,

then the Parties may mutually decide to terminate this Agreement, which termination shall take effect from the date on which such decision is taken.

b) Without prejudice to the provisions of Article 9.6(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate this Agreement in its sole discretion by issuing a notice to that effect.

On termination of this Agreement pursuant to this Article 9.6(b)

- (i) no Termination Compensation shall be payable to the SPD;
- (ii) any bank guarantees, if available, provided by the SPD to the DISCOM under this

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Agreement shall be returned to the SPD;

- (iii) the SPD shall be entitled to retain all proceeds received under any insurance policies maintained by it in relation to the Project (subject to the lenders' rights in respect of such insurance proceeds and subject to provisions of Article 6.3).

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Power ARTICLE 10

EVENTS OF DEFAULT AND TERMINATION

10.1 Solar Power Developer Event of Default:

10.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure event or a breach by DISCOM of its obligations under this Agreement, shall constitute a Solar Power Developer Event of Default (“Solar Power Developer Event of Default”):

- (i) if
 - (a) the Solar Power Developer assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or
 - (b) the Solar Power Developer transfers or novates any of its rights and/ or obligations under this Agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - is in pursuance of a law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- (ii) if
 - (a) the Solar Power Developer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or
 - (b) any winding up or bankruptcy or insolvency order is passed against the Solar Power Developer, or
 - (c) the Solar Power Developer goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to law,
 - (d) Provided that a dissolution or liquidation of the Solar Power Developer will not be a Solar Power Developer Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the Solar Power Developer and expressly assumes all obligations of the Solar Power Developer under this Agreement and is in a position to perform them; or

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- (iii) the Solar Power Developer repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from DISCOM in this regard; or
- (iv) except where due to any DISCOM's failure to comply with its material obligations, the Solar Power Developer is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the Solar Power Developer within thirty (30) days of receipt of first notice in this regard given by DISCOM; or
- (v) the Solar Power Developer delays the commissioning of the Project by more than 4 months from the SCOD under Article 6.7; or
- (vi) SPD fails to make any payment required to be made to DISCOM under this agreement within three (3) months after the due date of a valid invoice raised by the DISCOM on the SPD; or
- (vii) Fails to abide by provisions of Article 6.5 of this Agreement; or
- (viii) Failure to maintain the controlling shareholding in the Project Company as under provisions of Article 6.1 (xii); or
- (ix) fails to supply power to the DISCOM as per provisions of this Agreement; or
- (x) Any representation made or warranty given by the SPD under this Agreement or prior to execution of this Agreement being false or misleading; or
- (xi) Occurrence of any other event which is specified in this Agreement to be a material breach/default of the Solar Power Developer.

10.2 DISCOM Event of Default

10.2.1 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 Solar Power Developer of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting DISCOM ("DISCOM Event of Default"):

- (i) DISCOM fails to pay (with respect to payments due to the Solar Power Developer according to Article 5), for a period of ninety (90) days after the Due Date of Payment and the Solar Power Developer is unable to recover the amount outstanding to the Solar Power Developer through the Letter of Credit, or
- (ii) DISCOM repudiates this Agreement and does not rectify such breach even within a period of thirty (30) days from a notice from the Solar Power Developer in this regard; or
- (iii) except where due to any Solar Power Developer's failure to comply with its

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obligations, DISCOM is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by DISCOM within thirty (30) days of receipt of notice in this regard from the Solar Power Developer to DISCOM; or

(iv) if:-

- DISCOM becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or any winding up or bankruptcy or insolvency order is passed against DISCOM, or
- DISCOM 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 DISCOM Event of Default, where such dissolution or liquidation of DISCOM or DISCOM 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 DISCOM and expressly assumes all obligations of DISCOM and is in a position to perform them; or

- (v) If DISCOM is subject to any of the above defaults and DISCOM does not designate another DISCOM for purchase of Solar Power; or
- (vi) Occurrence of any other event which is specified in this Agreement to be a material breach or default of DISCOM.

10.3 Procedure for cases of Solar Power Developer Event of Default

10.3.1 Upon the occurrence and continuation of any Solar Power Developer Event of Default under Article 10.1, DISCOM shall have the right to deliver to the Solar Power Developer, with a copy to the representative of the lenders to the Solar Power Developer with whom the Solar Power Developer has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (“DISCOM Preliminary Default Notice”), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

10.3.2 Following the issue of a DISCOM Preliminary Default Notice, the Conciliation Period of sixty (60) days or such longer period as the parties may agree, shall apply and it shall be the responsibility of the parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Solar Power developer Event of Default having regard to all the circumstances.

10.3.3 During the Conciliation Period, the parties shall continue to perform their respective

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obligations under this Agreement.

10.3.4 After a period of seven (7) days following the expiry of the Conciliation Period unless the parties shall have otherwise agreed to the contrary or the Solar Power Developer Event of Default giving rise to the Conciliation Period shall have ceased to exist or shall have been remedied, DISCOM may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the Solar Power Developer.

10.3.5 Subject to the terms of this Agreement, upon occurrence of a Solar Power Developer Event of Default under this Agreement, the lenders may exercise their rights, if any, under Financing Agreements, to seek substitution of the Solar Power Developer by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the Solar Power Developer and performing the obligations of the Solar Power Developer.

Provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of RfS issued by DISCOM.

10.3.6 The lenders may seek to exercise right of substitution under Article 10.3.5 by an amendment or novation of the Agreement in favour of the selectee. The Solar Power Developer shall cooperate with the lenders to carry out such substitution and shall have the duty and obligation to continue to operate the Project in accordance with this Agreement till such time as the substitution is finalized.

10.3.7 Upon termination of this Agreement due to a SPD Event of Default any time after the commissioning of the Contracted Capacity and until the Expiry Date, and if the lenders are not able to substitute the SPD under Article 10.3.6., respectively, then the SPD shall be liable to pay damages to the DISCOM for an amount determined by the APERC.

10.4 Procedure for cases of DISCOM Event of Default

10.4.1 Upon the occurrence and continuation of any DISCOM Event of Default specified in Article 10.2 the Solar Power Developer shall have the right to deliver to DISCOM, a Solar Power Developer Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

10.4.2 Following the issue of a Solar Power Developer Preliminary Default Notice, the Conciliation Period of sixty (60) days or such longer period as the parties may agree, shall apply and it shall be the responsibility of the parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant DISCOM Event of Default having regard to all the circumstances.

10.4.3 During the Conciliation Period, the parties shall continue to perform their respective obligations under this Agreement.

10.4.4 After a period of seven (7) days following the expiry of the Conciliation Period and unless

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the parties otherwise agreed to the contrary or DISCOM Event of Default giving rise to the Conciliation Period shall have ceased to exist or shall have been remedied, the Solar Power Developer shall be free to sell the Contracted Capacity to any third party of the Solar Power Developer's choice. Provided further that at the end of three (3) months period from the period mentioned in this Clause 10.4.4, this Agreement may be terminated by the Solar Power Developer.

10.5 Full and Final Settlement

Any Termination Compensation determined pursuant to this Article 10 shall, once paid, be in full and final settlement of any claim, demand and/or proceedings of the Parties against each other, in relation to any termination of this Agreement and the SPD and the DISCOM shall not have any other rights and remedies in respect of such termination. The SPD and the DISCOM agree and acknowledge that this shall be the sole remedy available to the them on account of termination of this Agreement for a DISCOM Event of Default or an SPD Event of default, as the case may be, and the Termination Compensation shall fully compensate the SPD and the DISCOM for any and all damages, losses or claims (whether direct or indirect) that it may have suffered on account of such termination of this Agreement.

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Power ARTICLE 11

GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1 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 Tirupathi/Vishakhapatnam, as applicable.
- 11.2 Each party shall designate in writing to the other party a representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner.
- 11.3 Following notice by one party to the other setting out the particulars of the dispute, if the designated representatives are unable to resolve a dispute under this Agreement within 15 days, such dispute shall be referred by such representatives to a senior officer designated by the Solar Power Developer and a senior officer designated by the DISCOM, respectively, who shall attempt to resolve the dispute within a further period of 15 days.
- 11.4 The parties hereto agree to use their best efforts to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith and further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such dispute.
- 11.5 Failing resolution of the dispute in terms of the above provisions or even otherwise, any party may approach the APERC to resolve the dispute in terms of Section 86 (1) (f) of Electricity Act, 2003.
- 11.6 In the event of any conflict of interpretation in terms and conditions between RfS document and the clarifications issued under this RfS or in case of any ambiguity, the provisions of PPA would prevail.

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Power ARTICLE 12

CHANGE IN LAW

- 12.1 "Change in Law" means the occurrence of any of the following events after the Bid Deadline (last date of Bid submission in the RfS) resulting into any additional recurring/non-recurring expenditure by the SPD or any income to the SPD:
- a) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
 - b) a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
 - c) the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
 - d) a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the SPD;
 - e) the modification, amendment, variation, introduction, enactment or repeal of any Tax, resulting in a change in the incidence of Tax liability, including pursuant to any Applicable Laws promulgated or to be promulgated in furtherance of the Constitution (122nd Amendment) Bill, 2014.

It is clarified that for the purposes of Change in Law, Taxes shall not include taxes on corporate income, any withholding tax on dividends distributed to the shareholders of the SPD or income tax.

12.2 Relief for Change in Law:

In the event a Change in Law results in any adverse financial loss/ gain to the SPD then, in order to ensure that the SPD is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the SPD/DISCOM shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission. However, it is made clear that any financial burden to the SPD due to incremental cost either because of imposition of any duties, levies, fees etc. having effect on capital cost of the Project shall be borne by the SPD and shall not be payable by the DISCOM.

Power Purchase Agreement

Power ARTICLE 13

REPRESENTATION AND WARRANTIES

13.1 Representation and warranties of the SPD

The SPD represents and warrants to the DISCOM that:

- (i) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (ii) it has taken all necessary corporate and other actions under the Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (iii) it has the financial standing and capacity to undertake the construction, operation and maintenance of the Project in accordance with the terms of this Agreement;
- (iv) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (v) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (vi) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date hereof;
- (vii) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (viii) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (ix) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Authority which may result in any

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Material Adverse Effect and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

- (x) it has complied with the Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect;
- (xi) no representation or warranty by it contained herein or in any other document furnished by it to the DISCOM, or to any Government Authority in relation to Applicable Permits contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make representation or warranty not misleading;
- (xii) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Project or entering into this Agreement or for influencing or attempting to influence any officer or employee of the DISCOM in connection therewith; and
- (xiii) all information provided by the Selected Bidder in response to the RFS or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

13.2 Representation and warranties of the DISCOM

The DISCOM represents and warrants to the SPD that:

- (i) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (ii) it has taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement;
- (iii) it has the financial standing and capacity to perform its obligations under this Agreement;
- (iv) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with terms hereof;
- (v) it has no knowledge of any violation or default with respect to any order, writ, injunction, or any decree of any court or any legally binding order of any Government Authority which may result in any Material Adverse Effect on the DISCOM's ability to perform its obligations under this Agreement; and
- (vi) it has complied with Applicable Laws in all material respects.

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Power ARTICLE 14

INDEMNITY AND INSPECTION

14.1 INDEMNITY

- a) the SPD shall be responsible for, and release and indemnify the DISCOM on demand from and against any and all proceedings, actions, third party claim for Loss, damage and expense of whatever kind and nature for:
- (i) sickness, injury, death or personal injury;
 - (ii) loss of or damage to property;
 - (iii) infringement of intellectual property rights in any equipment or materials forming part of the Project;
 - (iv) breach of any representations or warranties set out under Article 13;
 - (v) negligence or wilful default;
 - (vi) breach of statutory duty; and
 - (vii) actions, claims, demands, costs, charges and expenses (including legal expenses),

which may arise out of, or in consequence of, construction, operation or maintenance of this Project and any other performance or non-performance by the SPD or the SPD Related Party of its obligations under this Agreement of the DISCOM and any other performance or non-performance by the DISCOM of its obligations under this Agreement.

- b) DISCOM shall indemnify, defend and hold harmless the SPD against any and all proceedings, actions, third party claim for Loss, damage and expense of whatever kind and nature arising out of any act or omission caused by the negligence or wilful Default of the DISCOM and any other performance or non-performance by the DISCOM of its obligations under this Agreement.
- c) Any indemnity right or obligation of a Party under any provision of this Agreement shall be without limitation to any other indemnity right or obligation by that Party mentioned elsewhere in this Agreement.

14.2 Inspection

DISCOM shall at all reasonable times during the Term, have the right to enter upon and access the Land for inspecting the Project. The SPD shall allow and accord all reasonable assistance to the DISCOM to inspect the Unit. The SPD shall have the right to accompany the DISCOM during its inspection of the Project.

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Power ARTICLE 15

SPECIAL PROVISIONS

- 15.1 The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.
- 15.2 The SPD will be free to re-power its Project from time to time within Duration of the PPA. However, the DISCOM will be obliged to buy power only within the range of CUF specified in this Agreement.
- 15.3 No oral or written modification of this Agreement either before or after its execution shall be of any force or effect unless such modification is in writing and signed by the duly authorized representatives of the Solar Power Developer and the APTRANSCO/DISCOM, subject to the condition that any further modification of the Agreement shall be done only with the prior approval of APERC. However, the amendments to the Agreement as per the respective orders of APERC from time to time shall be carried out. All the conditions mentioned in the Agreement are with the consent of APERC.
- 15.4 However, in respect of power evacuation, the voltage levels for interfacing with grid will be as per Delivery Voltage. The cost of Interconnection Facilities has to be borne by the Solar Power Developer as per Article 3.
- 15.5 The invalidity or unenforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of any other provision of this Agreement.
- 15.6 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect.
- 15.7 Unless the context otherwise requires, every arrangement, procedure or any other matter which is, under any of the provisions of this Agreement, required to be mutually agreed upon between the parties, shall be concluded by a written Agreement between the parties not later than the date specified in the concerned Article of this Agreement, subject to the consent of the APERC.
- 15.8 This Agreement, including Schedules attached hereto, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no oral or written understandings, representations or commitments of any kind, express or implied, not set forth herein. For the avoidance of doubt, the Parties agree that any obligations of the SPD arising from the Bid Documents shall be deemed to form part of this Agreement.

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- 15.9 ^{Power} The headings contained herein are included solely for the convenience of the parties and are not to be used as a basis for interpreting the various sections of this Agreement.
- 15.10 The parties each agree to act in good faith in implementing the terms and conditions of this Agreement and in carrying out their respective obligations hereunder.
- 15.11 In the event of the merger or re-organization of DISCOM, if the resulting entity is able to perform DISCOM's obligations hereunder in no less a manner than DISCOM, the resulting entity shall take the right and responsibility for performance of DISCOM's obligations.
- 15.12 In the event of the merger or re-organization of Solar Power Developer if the resulting entity is able to perform Solar Power Developer's obligations hereunder in no less a manner than Solar Power Developer, the resulting entity shall take the right and responsibility for performance of Solar Power Developer's obligations.
- 15.13 Assignment and Financing: Neither party shall assign this Agreement or any portion thereof to any third party without the prior written consent of the other party which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Solar Power Developer and the DISCOM have caused this Agreement to be executed as on the date and the year first set forth above.

For and behalf of

_____**POWER DISTRIBUTION
COMPANY**

WITNESS

OF

LIMITED

1.

By:

2.

Its:

For and behalf of

M/s.

WITNESS

1.

By:

2.

Its:

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SCHEDULE 1

Particulars of the Project

(referred to in the Preamble to the Agreement)

NAME OF THE PROJECT AND ADDRESS	DESIGNATED LOCATION	33/11 kV SUBSTATION	INTERCONNECTION POINT	TYPE OF PROJECT	INSTALLED CAPACITY OF THE PROJECT	CONTRACTED CAPACITY OF THE PROJECT
M/s.		--		Solar Photo Voltaic	MWp	MW

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SCHEDULE 2: Documents to be submitted at the time of Financial Closure

- a) Documentary Evidence of achieving complete tie-up of Project Cost through internal accruals or through external Financing Agency
- b) Connectivity arrangement with APTRANSCO and/or CTU, if applicable and requisite consent for Power Evacuation from APTRANSCO and/or CTU, if applicable confirming technical feasibility of connectivity of the Solar Power Project upto the Delivery Point.
- c) Evidence of clear possession of the required land for the Project along with the following documentary evidence:-
 - (i) Ownership of lease hold/possession of 100% (hundred per cent) of the required land for the Project in the name of Solar Project Developer
 - (ii) Certificate by the concerned and competent revenue / registration authority for acquisition / ownership / right to use / vesting of land in the name of Solar Project Developer
 - (iii) No Objection Certificate / Environmental clearance (if applicable) for the Project.
 - (iv) Forest Clearance (if applicable) for the land for the Project.
 - (v) Approval for Water from the concerned authority (if applicable) required for the Project.
 - (vi) Sworn affidavit from the authorized person listing the details of the land and certifying total land required for the project under clear possession of the successful bidder.
 - (vii) The technology adopted as per Annexure A of the RfS.

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SCHEDULE 3

Attached copy of Letter of Intent issued by APSPDCL

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SCHEDULE 4

(Note: -Performance Guarantee @ Rs.20Lakh/MW of the Contracted Capacity is to be submitted in 3 Nos. of Bank Guarantee in the ratio of 20%, 40% & 40% Value.)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the [*Insert name of the Bidder*] (hereinafter referred to as selected 'Solar Power Developer') submitting the response to RfS inter alia for selection of the project of the capacity of MW, at [*Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated _____ issued by APSPDCL (hereinafter referred to as "Authorised Representative") having its Registered Office at Tirupati, Andhra Pradesh and Authorised Representative considering such response to the RfS of [*insert the name of the selected Solar Power Developer*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Solar Power Developer and issuing Letter of Intent No Dated to [*Insert Name of selected Solar Power Developer*] as per terms of RfS and the same having been accepted by the selected Solar Power Developer resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to [*Insert name of the DISCOM with which PPA will be signed*] at [*Insert Name of the Place from the address of the DISCOM with which PPA will be signed*] forthwith on demand in writing from DISCOM or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees----- [*Total Value*] only, on behalf of M/s _____ [*Insert name of the selected Solar Power Developer / Project Company*]

This guarantee shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). i) Nos ----- dated ----, Value -----; ii) Nos----- dated ----, Value ---; iii) Nos----- dated ----, Value ---).

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Our Guarantee shall remain in force until _____ *[Insert date corresponding to Article 6.4 (i) of this PPA]*. DISCOM shall be entitled to invoke this Guarantee till _____ *[Insert date corresponding to thirty (30) days after the validity of Performance Bank Guarantee as per Article 6.4 (i) of the PPA]*.

The Guarantor Bank hereby agrees and acknowledges that the *[Insert name of the DISCOM with which PPA will be signed]* shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by *[Insert name of the DISCOM with which PPA will be signed]*, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to *[Insert name of the DISCOM with which PPA will be signed]*.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----*[Insert name of the selected Solar Power Developer / Project Company as applicable]* and/or any other person. The Guarantor Bank shall not require *[Insert name of the DISCOM with which PPA will be signed]* to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against DISCOM in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Andhra Pradesh shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly *[Insert name of the DISCOM with which PPA will be signed]* shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar

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Power Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by DISCOM or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to *[Insert name of the DISCOM with which PPA will be signed]* and may be assigned, in whole or in part, (whether absolutely or by way of security) by *[Insert name of the DISCOM with which PPA will be signed]* to any entity to whom *[Insert name of the DISCOM with which PPA will be signed]* is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.

_____ (Rs. _____ only) and it shall remain in force until *[Insert date corresponding to Article 6.4 (i) of the PPA]*. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if *[Insert name of the DISCOM with which PPA will be signed]* serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ *[Insert Name of the Bank]* _____

Banker's Stamp and Full Address. Dated this

_____ day of _____, 20 ____

Witness:

1.

Signature

Name and Address

2.

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Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

List of Banks for Insurance of Bank Guarantees against PBG

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America
3. State Bank of Hyderabad	2, Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Ceylon Bank
6. State Bank of Patiala	5. Citibank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia

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6. Central Bank of India	13. Development Bank of Singapore (DBS Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd.
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	

SCHEDULE 5

[SPD to insert the signed copies of Technical and Financial Bid including RfS with all amendments, clarifications, addenda, corrigenda, etc.]

SCHEDULE 5

[SPD to insert the photocopies of the PBG]