

MINISTRY OF POWER RESOLUTION

Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects, Dated: 03.08.2017 with amendments Dated: 14.06.2018, 03.01.2019, 09.07.2019, 22.10.2019

Sl. No.	Description	Summary
1.	Objectives	<ol style="list-style-type: none"> 1. To promote competitive procurement of electricity from solar PV power plants, by distribution licensees, to protect consumer interests; 2. 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. 3. 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.	Applicability	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.
3.	Appropriate Commission	<ol style="list-style-type: none"> 1. 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. 2. 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. 3. For cases involving sale of power from Central Generating Stations, the Appropriate Commission shall be the Central Electricity Regulatory Commission.
4.	Preparation for Inviting Bid and Project Preparedness	<p>Conditions to be met by Procurer</p> <ol style="list-style-type: none"> 1. Bid Documentation: <ol style="list-style-type: none"> (a) Prepare the bid documents in accordance with these Guidelines <ul style="list-style-type: none"> • Inform the Appropriate Commission about the initiation of the bidding process • 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. • 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. • Procure the following clearances, as relevant • 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.

		<ul style="list-style-type: none"> • Clearance by the End Procurer of the draft RfS, PPA and PSA having details specific to the proposed procurement. • 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. <p>(b) Site-related Project preparatory activities including clearances.</p> <p>2. Arrangements related to site</p> <p>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.</p> <p>(a) Project site specified by the Procurer</p> <p>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. These activities would be required to be completed prior to the PPA being executed.</p> <ul style="list-style-type: none"> • 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. • (NoC)/Environmental clearance (if required) , Forest Clearance (if required), Approval for Water from the concerned authority (if required), A letter from State Transmission Utility (STU)/Central Transmission Utility (CTU). <p>(b) Project site specified by the Procurer in a Solar Park :</p> <p>The Solar Park shall be developed as per the “Guidelines for Development of Solar Parks” issued by MNRE as amended from time to time.</p> <p>(c) Project site selected by the Solar Power Generator :Bidding documents:</p> <ul style="list-style-type: none"> • Land acquisition: Submission of documents/Lease Agreement to establish possession/right to use 100% (hundred per cent) of the required land in the name of the Solar Power Generator for a period not less than the complete term of the PPA, on or before the Scheduled Commissioning Date (SCD). Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the Solar Power Generator. • In case the land is in the name of any other entity, including Affiliate, the land/ land lease rights 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 lease rights to the lenders or Procurer, in case of default of the Solar Power Generator. • (NoC)/Environmental clearance (if required), Forest Clearance (if required), Approval for Water from the concerned authority (if required), A letter from State Transmission Utility (STU)/Central Transmission Utility (CTU).
5.	Bid Structure	<p>1. Bid Package:</p> <ul style="list-style-type: none"> • 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

		<p>outside Solar Parks.</p> <p>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.</p> <p>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'.</p> <p>4. Tariff as the Bidding Parameter: The Procurer may select either of the following kinds of tariff based Bidding:</p> <p>(a) fixed tariff in Rs./kWh for 25 (twenty-five) years or more or</p> <p>(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.</p> <p>(c) 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.</p> <p>5. VGF as the Bidding Parameter</p> <ul style="list-style-type: none"> 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
6.	Power Purchase Agreement	Standard provisions to be incorporated as part of this PPA shall include <i>inter alia</i> the following, which, unless otherwise specified herein, shall be provided for, on a back to back basis in the PSA.
	PPA Period	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 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.
	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.
	Procurement in Power Terms (MW)	<ul style="list-style-type: none"> In case of procurement in power (MW) terms, the range of Capacity Utilisation Factor (CUF) will be indicated in the bidding documents. 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. 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).
	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 and it also has to specify Contracted Energy Quantity (CEQ) .
	Repowering	The Solar Power Generators will be free to re-power their plants from time to time during the PPA duration.
	Payment Security	<p>The Procurer shall provide adequate payment security measures, as specified below</p> <p>1. Direct Procurement by Procurer from Solar Power Generator:</p> <p>(a) Revolving Letter of Credit (LC) of an amount not less than 1 (one)</p>

		<p>months' average billing from the Project under consideration;</p> <p>(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;</p> <p>(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.</p> <p>2. Intermediary-Procurer procures from the Solar Power Generator and sells to the End Procurer:</p> <p>(a) Payment Security by Intermediary Procurer to the Solar Power Generator:</p> <ul style="list-style-type: none"> • Revolving Letter of Credit (LC) of an amount not less than 1 (one) months' average billing from the Project under consideration; • Payment Security Fund, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund. For the purpose of this Payment Security Fund, the Intermediary may collect Rs 5.0 Lacs/MW (Five Lacs per MW) from Solar Power Generator(s). Such charges shall be stipulated clearly in the RFS and shall go to the Payment Security Fund set up for such Intermediary Procurer. <p>(b) Payment Security by End Procurer to Intermediary Procurer</p> <ul style="list-style-type: none"> • Revolving Letter of Credit (LC) of an amount not less than 1 (one) months' average billing from the Project(s) under consideration; • 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]. • In addition to 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.
	<p>Force Majeure</p>	<ul style="list-style-type: none"> • A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under the relevant Power Purchase Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices. • Categorisation of Force Majeure Events: <ul style="list-style-type: none"> ➤ Natural Force Majeure Event ➤ Non-Natural Force Majeure Event • Force Majeure Exclusions • Notification of Force Majeure Event • Performance Excused • Termination Due to Force Majeure Event
	<p>Generation Compensation for Offtake Constraints</p>	<p>Offtake constraints due to Transmission Infrastructure / Grid Unavailability:</p> <p>Generation Compensation in offtake constraint due to Transmission</p>

<p>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:</p>	
<p>Transmission Constraint</p>	<p>Provision for Generation Compensation</p>
<p>If the plant is ready but the necessary power evacuation/ transmission infrastructure is not ready, leading to offtake constraint</p>	<p>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.</p>
	<p>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>
<p>The mechanism for compensating the developers will be spelt out in the tender documents. <i>Contract Year, shall be as defined in PPA.</i></p>	
<p>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</p>	
<p>Duration of Grid unavailability</p>	<p>Provision for Generation Compensation</p>
<p>Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted)</p>	<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>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.</p>	
<p>Duration of Backdown</p>	<p>Provision for Generation Compensation</p>
<p>Hours of Backdown during a monthly billing cycle.</p>	<p>Minimum Generation Compensation = 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>

		<ul style="list-style-type: none"> • 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. • No back-down / curtailment to be ordered without giving formal/ written instruction for the same.
	Event of Default and the Consequences thereof	<ol style="list-style-type: none"> 1. Generator Event of Default and the consequences thereof <ul style="list-style-type: none"> • 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. 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. • Upon being in default, the Solar Power Generator shall be liable to pay to the Procurer, damages • 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. 2. Procurer Event of Default and the consequences thereof: <ul style="list-style-type: none"> • 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. • 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. • 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.
	Change in Law	<p>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</p> <ul style="list-style-type: none"> • the enactment of any new law; or • an amendment, modification or repeal of an existing law; or • the requirement to obtain a new consent, permit or license; or • 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 • any change in the rates of any Taxes which have a direct effect on the Project. <p>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.</p>
7.	Bidding Process	<ol style="list-style-type: none"> 1. The Procurer shall call for the bids adopting a single stage bidding

		<p>process to be conducted through Electronic mode (e-bidding). The Procurers may adopt e-reverse auction if it so desires.</p> <ol style="list-style-type: none"> 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 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 publish the RfS notice in at least two national newspapers and its own website to accord wide publicity.
8.	RFS Document	The standard provisions to be provided by the Procurer in the RfS shall include the following:
	Bid Responsiveness	<ul style="list-style-type: none"> 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.
	Qualification requirements to be met by the bidders	<ol style="list-style-type: none"> Technical Criteria: The Procurer may choose to specify Technical Criteria such as past experience of the bidders etc., because of this reason participation and competition will increased. Financial Criteria <ul style="list-style-type: none"> 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. It is clarified that the net worth to be considered for this clause will be the total net worth as calculated in accordance with the Companies Act. Liquidity: It is necessary that the bidder has sufficient cash flow/ internal accruals/ any bank reference to manage the fund requirements for the Project.
	Quantum of the Earnest Money Deposit (EMD)	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.
	Compliance of FDI Laws by foreign bidders	In case a Foreign Company is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.
9.	Bid Submission and Evaluation	<ol style="list-style-type: none"> 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. The bidders may be required to submit non-refundable processing fee and/or project development fee as specified in the RfS 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. Only the bids that meet the evaluation criteria set out in the RfS shall be considered for further evaluation on the price bids. To ensure competitiveness, the minimum number of qualified Bidders should be two. 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. Bid evaluation methodology to be adopted by the Procurer for evaluating the bids: <ul style="list-style-type: none"> In the case of Bidding involving Tariff as the parameter, the comparison of bids shall be on the basis of the bidding criteria as

		<p>specified in the RfS, i.e. the fixed tariff or the first year tariff.</p> <ul style="list-style-type: none"> • In the case of Bidding involving VGF as the parameter, the bids shall be evaluated based on VGF support quoted.
10.	Indicative Time Table for Bid Process	In the bidding process, a minimum period of 22 (twenty two) days shall be allowed between the issuance of RfS documents and the last date of bid submission. In normal circumstances, the bidding process is likely to be completed in a period of 110 (one hundred ten) days.
11.	Contract Award and Conclusion	<ol style="list-style-type: none"> 1. The PPA shall be signed with the successful bidder/ project company or an SPV formed by the successful bidder. 2. 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.
12.	Bank Guarantees	<p>The Solar Power Generator shall provide the following bank guarantees to the Procurer in terms of the RfS and the PPA:</p> <ul style="list-style-type: none"> • Earnest Money Deposit (EMD), to be fixed by the Procurer [but not to be more than 2% 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. • Performance Bank Guarantee (PBG), to be fixed by the Procurer [but not to be more than 4% (four per cent), in case of site specified by the Procurer, and 5% (five per cent), in case of site selected by the 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. <ul style="list-style-type: none"> ➤ 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 credited to the Payment Security Fund to be maintained by the Intermediary Procurer under 'Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects.
13.	Financial Closure	<ul style="list-style-type: none"> • Solar Power Generator shall attain the financial closure in terms of the PPA, within 9 (nine) months from the date of execution of the Power Purchase Agreement, for projects specified to be set up in Solar park, and within 12 (twelve) months from the date of execution of the Power Purchase Agreement, for projects not specified to be set up in Solar park. • 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 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. • It is presumed that in terms of these Guidelines, the tariff will be adopted by the Appropriate Commission within 60 days of such submission.
14.	Minimum Paid-up Share Capital to be held by the Promoter	<ol style="list-style-type: none"> 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 3 (three) years 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

		<p>SPV/project company executing the PPA, shall not fall below 51% at any time prior to 3 (three) years from the COD, except with the prior approval of the Procurer.</p> <ol style="list-style-type: none"> Further, the successful bidder shall ensure that its promoters shall not cede control 2 of the bidding company/consortium till 3 (three) years from the COD, except with the prior approval of the Procurer. Any change in the shareholding after the expiry of 3 (three) years from the COD can be undertaken under intimation to Procurer. 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.
15.	Commissioning	<ol style="list-style-type: none"> 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. Early Commissioning: 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. Commissioning Schedule: <ul style="list-style-type: none"> The projects shall be commissioned, within a period of 15 (fifteen) months from the date of execution of the PPA, for projects specified to be set up in Solar park, and within a period of 18 (eighteen) months from the date of execution of the PPA, for projects not specified to be set up in Solar park For Delay in commissioning upto 6 (six) months from SCD, encashment of Performance Bank Guarantee (PBG) on per day basis and proportionate to the capacity not commissioned. Delay in commissioning, beyond the Scheduled Commissioning Period shall involve penalties on the Solar Power Generator, as detailed out in PPA. For Delay in commissioning beyond six months from SCD, Generator Event of Default, as per clause 5.6.1 of these Guidelines, shall be considered to have occurred and the contracted capacity shall stand reduced to the project capacity commissioned upto SCD + 6 (six) months. The PPA for the balance capacity not commissioned shall be terminated.
16.	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.
17.	Transmission Connectivity	<ol style="list-style-type: none"> 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. In cases, where the Project site is not specified by the Procurer, the responsibility of getting Transmission Connectivity and Access to the

		<p>transmission system owned by the STU / CTU will lie with the Solar Power Generator and shall be at the cost of Solar Power Generator.</p> <p>5. 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.</p> <p>6. 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.</p>
18.	Technical specifications	The detailed technical parameters, for Solar PV Power Projects to be selected, shall be specified by MNRE from time to time.
19.	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.
20.	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.
21.	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, with the approval of Minister, New & Renewable Energy. The decision in this regard shall be binding on all the parties concerned.