



याचिका संख्या/Petition No 87/AT/2025

कोरम/Coram

श्री जिशु बरुआ, अध्यक्ष / Shri Jishnu Barua, Chairperson

श्री रमेश बाबू वी., सदस्य / Shri Ramesh Babu V., Member

श्री हरीश दुदानी, सदस्य / Shri Harish Dudani, Member

श्री रविन्द्र सिंह ढिल्लो, सदस्य/ Shri Ravinder Singh Dhillon, Member

आदेश दिनांक/Date of Order 19th of June, 2025

In the matter of

Petition under Section 63 of the Electricity Act, 2003 for adoption of tariff 1200 MW & dispatchable power from ISTS-connected RE Power Projects coupled with Energy Storage System selected through Competitive Bidding Process under Bidding Guidelines issued by Ministry of Power, Govt. of India, on 09.06.2023 and its amendments thereof. (Tender: 2024_NHPC_813414_1 dated 28.06.2024).

And

In the matter of:

NHPC Limited,

(a Govt. of India Enterprise)
NHPC Office Complex, Sector-33,
Faridabad (Haryana)- 121003

... Petitioner

VERSUS

- Jevargi Solar Power Private Limited,**
6th Floor, Imperia Mindspace
Golf Course extension Road
Sector-62, Gurugram, Haryana
- Juniper Green Energy Private Limited**
Plot No. 18, First Floor, Institutional Area
Sector-32, Gurugram-122001
Haryana
- Avaada Energy Private Limited**
C-11, Sector-65, Noida
Uttar Pradesh-201301



4. **ACME Solar Holdings Limited,**
Plot no-152, Sector – 44,
Gurugram-122002, Haryana

...Respondents

Parties Present:

Shri Rajiv Shankar Dwivedi, Advocate, NHPC
Shri Rajesh Joshi, NHPC
Shri Jagpal Singh, NHPC

ORDER

The petitioner, NHPC Limited (hereinafter referred to as 'NHPC'), has filed the present petition under Section 63 of the Electricity Act, 2003, for the adoption of a tariff for the supply of the 1200 MW & dispatchable from ISTS-connected RE Power Projects coupled with an Energy Storage System selected through a competitive bidding process under Bidding Guidelines issued by the Ministry of Power, Govt. of India, on 09.06.2023 and its amendments thereof. (Tender: 2024_NHPC_813414_1 dated 28.06.2024).

2. The Petitioner has made the following prayers:

- 1) *“Admit the present petition;*
- 2) *Approve the tariff discovered in the Competitive Bidding Process for individual Power Projects as listed in Table-1 at paragraph 9 above on terms and conditions contained in the PPA to be signed with RE-Power Generators being Respondent Nos 1 to 4 and a Trading Margin of Rs 0.07/kWh in addition to above Tariff is to be recovered from buying Utilities /Distribution Licensee/DISCOM(s) in terms of the PSA to be signed between NHPC & Utilities/ Distribution Licensee.*
- 3) *Pass such other and further order / orders as are deemed fit and proper in the facts and circumstances of the case.*

Submissions of the Petitioner

3. The Petitioner, NHPC, has been designated as an Intermediary Procurer/Renewable Energy Implementing Agency (REIA) for the purpose of the



Electricity Act, Guidelines for Tariff Based competitive bidding process for procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems by the Ministry of New and Renewable Energy (MNRE). The Ministry of Power, GOI, vide resolution dated 09.06.2023, had issued guidelines for the tariff-based competitive bidding process for the Procurement of Firm and Dispatchable Power from grid-connected Renewable energy Power Projects with Energy Storage Systems.

4. NHPC issued a Request for Selection (RfS) document for the selection of Renewable Energy - Power Generators (RE-PGs) for the supply of 1200 MW Firm and Dispatchable Power from ISTS connected Renewable Energy Power Projects to be set up anywhere in India vide tender: 2024_NHPC_813414_1 dated 28.06.2024, and the same, along with the Tender document was uploaded on the Central Public Procurement (CPP) e-procurement portal on 28.06.2024.

5. Five (05) online bids were received on the CPP Portal. The online and offline bids (techno-commercial) were opened by duly constituted Tender Opening Committees (TOC) on 11.10.2024, and financial bids were opened on 05.12.2024. As per the recommendation of the Technical Evaluation Committee, 05 bidders were declared successful. Four bidders participated in an e-reverse auction (E-RA), which was conducted on 10.12.2024. Four bidders remained successful bidders, along with the capacity allotted and the quoted tariff. Letters of Award (LOAs) are to be issued to the following 04 Renewable Energy Power Generators (RE-PGs) for 1200 MW.

S. No	Name of RE-PGs	Allocated Capacity (MW)	Tariff (Rs/kWh)
1	Jevargi Solar Power Private Limited	150	4.48
2	Juniper Green Energy Private Limited	200	4.56



3	Avaada Energy Private Limited	600	4.56
4	Acme Solar Holdings Limited	250	4.56
	Total	1200	

6. The petitioner needs to contact the states or DISCOMs to get their initial approval for buying 1200 MW of power from NHPC as part of the above plan after the Letters of Award (LoAs) are issued. On receiving consent from DISCOMs/states, the petitioner shall sign a PSA with DISCOMs, and a back-to-back Power Purchase Agreement (PPA) shall be signed with the above RE-PGs.

7. The initiation of projects involving RE-PGs is anticipated to take place in 2027-28, following a 24-month period post the signing of the PPA. The petitioner intends to impose a trading margin of Rs 0.07/kWh on DISCOM(s). The petitioner contends that pursuant to section 63 of the Electricity Act 2003, the tariff for generation and resale of procured power by NHPC should be separately adopted for each RE-PG. The petitioner contends that the rates of Rs. 4.48/KWh for 150 MW and Rs. 4.56/KWh for 1050 MW is lower than the costs associated with conventional power procurement, which serves to the advantage of the Distribution Licensee/Buying Utilities and consumers alike.

Hearing dated 19.02.2025

8. The matter was heard on 19.02.2025. Learned Counsel for the petitioner reiterated the submissions made in the petition and prayed to the Commission for adoption of the tariff.

9. After hearing the learned counsel for the Petitioner, the Commission directed to admit and issue notice to the Respondents. The Respondents were directed to file their respective replies, if any, within two weeks with a copy to the Petitioner, who may

file its rejoinder(s), if any, within a week thereafter. The commission also sought information on the reasons for the delay in approaching the Commission for the adoption of the tariff as per the Guidelines, the status of communications with MNRE in this regard, and the status of the PPA/PSA for the entire capacity allocated to the bidders who participated in the e-Reverse Auction. Thereafter, notices were issued to the respondents to file their respective replies, if any. Respondent No. 4 (M/s ACME Cleantech Solutions Private Limited) filed its reply via an affidavit dated 07.03.2025 and submitted their non-objection for adoption of the tariff.

10. The petitioner in reply to the Commission's query related to delay in approaching the Commission for the adoption of the tariff as per the Guidelines and the status of the communications with MNRE in this regard submitted that Clause 11.4 of Guidelines dated 09.06.2023 states that "Subject to provisions of the Act, the Distribution Licensee or the Intermediary Procurer, as the case may be, shall approach the Appropriate Commission for adoption of tariffs discovered, in terms of Section 63 of the Act, within 15 (fifteen) days of the discovery of the tariffs through e-reverse auction or otherwise, in the transparent competitive bidding process conducted in accordance with these Guidelines." Additionally, MNRE, vide its Gazette Notification dated 12.02.2025, has amended Clause 11.4 of the Guidelines for TBCB process for procurement of Firm & Dispatchable Power from Grid Connected RE Projects with ESS. As per the amended clause, a period of 30 days has been provided to a distribution licensee or trader to approach the appropriate commission for the adoption of a tariff after discovery of the tariff through e-RA.

11. As per the above original clause of the Gazette Notification dated 09.06.2023, 'MNRE Guidelines for TBCB process for procurement of Firm & Dispatchable Power

from Grid Connected RE Projects with energy storage system,' NHPC was required to file a Tariff Adoption petition within 15 days of the E-Reverse Auction, i.e., by 25.12.2024. The present petition was filed on 24.12.2024. And therefore, there is no delay in the filing of the subject petition.

12. Further, the petitioner stated that they are pursuing with the DISCOMs/states for consent for the supply of power; however, no consent has been received till date. Once consent is received and PSAs are signed with DISCOMs / States, the PPA shall be signed with the generators.

Hearing dated 02.04.2025

13. The matter was finally heard on 02.04.2025. Learned counsel further submitted that vide affidavit dated 6.3.2025, the Petitioner has furnished the additional information/ clarification in compliance with the direction of the Commission vide Record of Proceedings for the hearing dated 19.02.2025. Considering the submissions made by the learned counsel for the Petitioner, the Commission deemed it appropriate to permit all the Respondents, as a last opportunity, to file their respective replies, if any, within a week with a copy to the Petitioner, who may file its rejoinder, if any, within a week thereafter. Considering the submissions made by the Learned counsel for the Petitioner, the Commission reserved the matter for order.

Analysis and Decision

14. In view of the above submissions, we now proceed to consider the prayer of the Petitioner as regards the Petition under Section 63 of the Electricity Act 2003 for Adoption of Tariff 1200 MW Firm & Dispatchable Power with "Greenshoe Option" of additional capacity 1200 MW from ISTS connected RE Power Projects coupled with Energy Storage System selected through Competitive Bidding process under Bidding

Guidelines issued by Ministry of Power, Govt. of India on 09.06.2023 and its amendments thereof.

15. Section 63 of the Act provides as follows:

“Section 63: Determination of tariff by bidding process: 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.”

16. Thus, in terms of Section 63 of the Act, the Commission is required to adopt the tariff on being satisfied that the transparent process of bidding in accordance with the guidelines issued by the Central Government has been followed in determining such tariff.

17. The Ministry of Power, Government of India, has notified the guidelines under Section 63 of the Act vide Resolution No. 23/03/2023-R&R on 09.06.2023 for the procurement of firm and dispatchable power from grid-connected renewable energy power projects with energy storage systems. The salient features of the guidelines are as under:

i) *The specific objectives of the guidelines are: a) to provide firm and dispatchable power to distribution companies (DISCOMs) from renewable energy sources, b) facilitate renewable capacity addition and fulfilment of Renewable Purchase Obligation (RPO)/ Storage Power Obligations (SPO) requirements, provide a transparent, fair, c) to provide standardized procurement framework based on open competitive bidding with appropriate risk-sharing between various stakeholders, and d) to provide a framework for the Inter-State/ Intra-State, long-term, sale purchase of power as a further measure to de-risk the sector. The guidelines require the bid documents to be prepared in accordance with the guidelines and seek approval from the Government for deviations in the draft RfS, draft PPA, and draft PSA (if applicable) from these Guidelines and/or SBDs.*

ii) *The Renewable Energy Supply (RfS) outlines the requirements for a project's commencement of supply, including land acquisition, connectivity, and regular reporting requirements. The generator must supply firm and dispatchable renewable energy power, with peak hours declared by the DISCOM as specified in the RfS. The generator must offer 100% renewable energy but can source up to 5% from green market sources/bilateral agreements.*

iii) *The developer must combine the renewable energy generating system with energy storage to achieve the required availability against demand profile and performance criteria. A single tariff for supply of firm and dispatchable renewable energy power is quoted by the bidders at the CTUIL interconnection point. Bids are invited in Power Capacity (MW) terms, with a minimum quantum of 50MW for economies of scale. A maximum of 50% of bid capacity can be allocated to a single bidder in a tender.*

iv) *The bidding evaluation parameter is the tariff per unit supply of firm and dispatchable renewable energy power, fixed for the entire term of the PPA. The bidder must submit separate technical and price bids, provide an Earnest Money Deposit (EMD), and meet eligibility criteria set out in the RfS document. The minimum number of qualified bidders is two, and any deviation from the tender conditions is rejected. The detailed procedure for evaluation of bids and selection of bidders is provided in the RfS document.*

v) *The Power Purchase Agreement (PPA) is a document involving the purchase of power from a generator. It outlines the PPA period, which can be 20 years or 25 years, and the power procurement terms. The generator must ensure supply meets specified conditions, such as RTC, load profile, and number of hours. The summation of generation schedules from multiple sources cannot exceed the contracted capacity. The generator can supply power beyond the contracted capacity to third parties or power exchanges without a No-Objection Certificate (NOC). Developers with untied capacity may participate in the bid and receive a longer PPA period. If there is a shortfall in project availability due to the generator, the generator must pay a penalty, which is equal to one and a half times the tariff for the number of units not supplied. The generator is responsible for scheduling and punching at different Regional Load Dispatch Centers. The Deviation Settlement Mechanism (DSM) applies for deviations from the schedule, and charges are settled by the generator.*

vi) *The Electricity (Late Payment Surcharge and Related Matters) Rules, 2022, outline the provisions for payment security and force majeure. The generator must inform the procurer of a force majeure within 15 days and respond within 15 days. The Procurer may be constrained from scheduling power due to transmission infrastructure or grid unavailability. Compensation for offtake constraints is provided for generators who fail to meet the forecasting and scheduling process.*

vii) *For claiming compensation, generators must sell their power in the power exchange as a price taker, with compensation limited to the difference of actual generation up to declared capacity. If a generator defaults, the procurer may terminate the PPA and pay damages equivalent to 24 months or the balance PPA period whichever is less. If the generator assigns or innovates rights or obligations contrary to the terms of the PPA, the procurer may recover the damages through forfeiture of bank guarantee.*

viii) *The lenders may exercise their rights of substitution in the event of a generator's default, but if lenders cannot substitute the defaulting generator within the stipulated period, the procurer may terminate the PPA. If the procurer/intermediary procurer is in default due to failure in timely payment or repudiation of the PPA, the generator may terminate the PPA at its discretion.*

ix) *The Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021, have been notified by the Ministry of Power. The bidding process for the project will adopt a single stage, two-part (Technical Bid & Financial Bid) electronic mode. The Procurer will invite the generators to participate in the RfS for installation of the Renewable Energy Power Plants and supply of the RE Power with Energy Storage*

System. The developers, who have already set up capacity or have spare untied capacity, may also participate in the bid.

x) The procurer will prepare bidding documents, including the RfS and draft PPA, in accordance with these guidelines and any SBDs. The RfS notice will be published in at least two national newspapers and its own website for wide publicity. Pre-bid conferences and written interpretation of the tender documents will be provided to the bidders.

xi) The Request for Selection (RfS) document will include bid responsiveness, technical criteria, financial criteria, liquidity, and the Quantum of the Earnest Money Deposit (EMD). The net worth requirement should be at least 20% of the estimated 'RE Project' cost or other criteria specified in the RfS. If a foreign company is selected as the successful bidder, it must comply with all the laws and provisions related to Foreign Direct Investment in India.

xii) The Power Purchase Agreement (PPA) between the RE Project and procurer/intermediate procurer must clearly indicate the SCSD and quantum of supply. The procurement committee will evaluate the RfS bids and certify that the bidding process is conducted in conformity with the provisions of the RfS document. The evaluation authority has the right to reject all price bids if the rates quoted are not aligned with the prevailing market prices.

xiii) For transparency, the Procurer shall publicly disclose the names of the successful bidder(s) and the tariff quoted by them, along with their breakup into components, for at least 30 days. If the distribution licensee or Intermediary Procurer does not decide on the adoption of tariffs within 60 days of submission or 120 days from the date of Power Sale Agreement (PSA), the procurer(s) may grant appropriate extension of time in SCSD to the generators.

xiv) Generators must provide bank guarantees/corporate guarantees/letters of undertaking to pay to the procurer in terms of the RfS. These include Earnest Money Deposit (EMD) and "Payment on Order instrument"/ Letter of Undertaking. The damages/dues recovered by the intermediary procurer by encashment of the PBG upon default will be credited to the Payment Security Fund maintained by the Intermediary Procurer.

xv) The successful bidder must ensure that its shareholding in the SPV/project company executing the PPA does not fall below 51% at any time prior to one year from the SCSD, except with the prior approval of the Procurer. In case of generator default, the lenders are entitled to undertake "Substitution of Promoter" in concurrence with the Procurers.

xvi) The Renewable Energy (RE) Power Generation Scheme aims to ensure fairness and transparency in procurement by promoting standardization and uniformity in processes. Delays in power supply beyond the Supply Cycle Support System (SCSD) can result in penalties for the generator, such as encashment of the Performance Bank Guarantee (PBG) or alternate instruments. For delays beyond six months, the contracted capacity will be reduced to the project capacity that has commenced supply within the SCSD plus six months, and the PPA for the balance contracted capacity will stand terminated.

xvii) Part Commencement of supply of power is accepted by the Procurer subject to the minimum capacity of 50 MW. However, the SCSD will not be altered due to the part-commencement of supply of power. If a component is ready for injection but the

remaining component is unable to commence supply, the generator may commence supply from the component outside the PPA, with the first right of refusal vested with the end Procurer.

xviii) The Procurers must promote commercially established and operational technologies to minimize technology risk and achieve timely commencement of supply. Technical specifications for Solar PV/Wind/Hybrid Power Projects are specified by the Ministry of New & Renewable Energy.

xix) Dispute resolution is subject to the Appropriate Commission, CERC, or SERC/JERC. If difficulties arise in giving effect to any provision of these Guidelines or interpretation of the Guidelines, the Ministry of Power is empowered to do so with the approval of the Ministry, New & Renewable Energy. Renewable energy components, including Energy Storage System (ESS) components charged with RE sources, are eligible for RPO compliance.

18. The guidelines outline a system for buying reliable and RE power at a price set through a clear bidding process by the buyers from RE power projects that are 50 MW or larger. These projects are expected to contribute significantly to the transition towards a more sustainable energy landscape. By ensuring transparency in the bidding process, stakeholders can foster competition and drive down costs, ultimately benefiting consumers and the environment alike. The guidelines provide that the generator shall supply firm and dispatchable RE power with the prescribed availability against the demand profile by the procurer so that 100% of the annual energy corresponds to RE power. However, generators can source up to 5% of power (in energy terms) on an annual basis from green market sources. The guidelines further provide that the developer shall combine the RE generating system with energy storage to ensure that it achieves the required availability against the demand profile.

19. In terms of the provisions of Section 63 of the Act, we have to examine whether the process outlined in the Guidelines has been followed in the present case to arrive at the lowest tariff and for the selection of the successful bidder.

20. The petitioner, NHPC, has been designated as an Intermediary Procurer/Renewable Energy Implementing Agency (REIA) for the purpose of the Electricity Act, Guidelines for Tariff-Based Competitive Bidding Process for procurement of power from Grid Connected FDRE Power Projects.

21. The petitioner invites bids under the TBCB process, enters into the PPAs with developers at the tariff discovered in the competitive bid process, and enters into the PSAs with the distribution licensees to enable them to procure a firm and dispatchable RE power. The petitioner acts as an intermediary agency in the purchase and sale of power under the PPAs and PSAs on a back-to-back basis.

22. The key milestones in the present bidding process were as under:

Sr. No.	Event	Date
1.	RfS issued by NHPC	28.06.2024
2.	Pre-bid meeting held	10.07.2024
3.	Corrigendum-01 to the RfS documents uploaded	23.07.2024
5.	Corrigendum-02 to the RfS documents uploaded	29.07.2024
6.	Corrigendum-03 to the RfS documents uploaded	05.08.2024
7.	Corrigendum-04 to the RfS documents uploaded	05.08.2024
5.	Corrigendum-05 to the RfS documents uploaded	13.08.2024
6.	Corrigendum-06 to the RfS documents uploaded	06.09.2024
7.	Corrigendum-07 to the RfS documents uploaded	20.09.2024
8.	Corrigendum-08 to the RfS documents uploaded	26.09.2024
9.	Technical Bid Opening	11.10.2024
10.	Price Bid Opening	05.12.2024
11.	e-RA	10.12.2024
12.	LOA issue date	30.01.2025

23. For the execution of the project, the Petitioner constituted a Tender Evaluation Committee (TEC) which was further re-constituted due to the addition of a new clause in the Delegation of Power (DOP) for the Technical Evaluation Committee (TEC), the constitution comprising the following:

Sr. No.	Name of the Officers	Designation
1	Sh. Shiv Prasad Rathour	GGM (E), RE&GH Division
2	Sh. Onkar Yadav	GM(E) Commercial Division



3	Sh. Sanat Kumar	GM (C) Contract Civil
4	Sh. Deepak Kumar Garg	GM (Finance) Finance Division

24. On 28.06.2024, NHPC issued an NIT for the 'Request for Selection' document for the selection of RE-PGs for the supply of 1200 MW FDRE (Assured Peak Power Supply) from ISTS-connected Renewable Energy Power Projects coupled with Energy Storage Systems anywhere in India, based under Tariff-Based Competitive Bidding (TBCB) with a "green shoe Option" of additional capacity up to 1200 MW (NHPC -Tranche- VI-FDRE (2024-25)." The last date of online bid submission was on 27.07.2024, and the opening dates were updated till 07.10.2024 and 11.10.2024, respectively.

25. NIT was also uploaded on NHPC's website and published in a national newspaper as per the extant policy guidelines of NHPC. Bids for tariff-based bidding were invited on an International Competitive bidding (ICB) basis in a Single Stage – Two envelope bidding process, followed by a reverse auction among shortlisted bidders. The petitioner received bids for a total of 1650 MW from 5(five) bidders. All the following five bidders met the technical criteria.

S. No	Name of RE-PGs
1	Jevargi Solar Power Private Limited
2	Hexa Climate Solutions Limited
3	Juniper Green Energy Private Limited
4	Avaada Energy Private Limited
5	Acme Solar Holdings Limited

26. Four bidders participated in the E-Reverse auction. The E-reverse auction of bidding was conducted on 10.12.2024, and the following 4(Four) bidders were successful, along with the capacity allotted and quoted Tariff.

S. No	Name of RE-PGs	Allocated Capacity (MW)	Tariff (Rs/kWh)
1	Jevargi Solar Power Private Limited	150	4.48

2	Juniper Green Energy Private Limited	200	4.56
3	Avaada Energy Private Limited	600	4.56
4	Acme Solar Holdings Limited	250	4.56
	Total	1200	

27. Accordingly, on 30.01.2025, NHPC issued Letters of Award (LoAs) to the above-selected bidders. The relevant extract of the Letter of Award issued to one of the successful bidders, namely, M/s ACME Solar Holding Limited, is as under:

“Sub: Letter of Award for Supply of 1200MW Firm & Dispatchable power (Assured Peak Power Supply) from ISTS connected Renewable Energy Power Projects coupled with Energy Storage System (ESS) on ‘anywhere in India’ basis under Tariff Based Competitive Bidding (TBCB) with “GRE ENSHOE OPTION” of additional capacity upto 1200 MW (NHPC-Tranche-VI- FDRE (2024-25).

Dear Sir,

1.0 This has reference to the following:

- A. The “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Firm and Dispatchable Projects’ vide Gazette Resolution dated 09.06.2023 including its subsequent amendments and clarifications issued by Ministry of Power (MoP) (hereinafter referred to as *Guidelines”).
- B. The Request for Selection (RfS) document vide RfS no. NH/CCW/CC-I/CO-322/PR16924/5 including draft Power Purchase Agreement (PPA), draft Power Sale Agreement (PSA) and subsequent amendments/clarifications/revisions/notifications issued by NHPC Limited and uploaded during the process of RfS on CPP Portal.
- C. Your response to the RfS document submitted on CPP Portal vide Bid No. 3089816 dated 07.10.2024 against RfS for Setting up of 1200 MW ISTS Connected FDRE Power Projects;
- D. Your Insurance Surety Bond towards Earnest Money Deposit (EMD) submitted along with RfS vide No. 840000502491 00000007 dated 25.09.2024 issued by The New India Assurance Company Limited for an amount of Rs.10.00 Crore with validity upto 06.10.2025.
- E. Your Final tariff at the end of the e-Reverse Auction conducted on 10.12.2024 for the referred RfS for selection for ISTS Connected FDRE Power Projects.
- F. Your confirmation of tariff against allocation of capacity under Greenshoe Option With reference to above and subject to the provisions of RfS Document, we confirm having accepted your final offer concluded as a result of e-RA and issue this letter of award as per the following details:

Allocated Capacity (500MW)	Projects	Project Location	Inter-Connection Points Details	Declared Capacity Utilization Factor (CUF)	Applicable Tariff (Rs. Per kWh) in figures and words
250 MW (Base Allocation)	Solar PV Project: 350MW (AC) 507 MWp (DC) DC/AC Ratio=1.45:1	Medak district Ranga Reddy district, State Telangana and District Banashkatha, State-Gujarat.	Medak — 220 KV Rangareddy 220 KV Raghanesda — 400 KV	CUF: 43% Peak Availability: 90%	4.56 (Rupees Four and Fifty Six paise only)

	Wind Component: 100M W	Ranga Reddy district, State of Telangana and Jamnagar, Dwarka, Kutch District, Gujarat	Interconnection point and voltage level: Rangareddy -220 KV, Jamnagar —220 KV		
	ESS Component: 50MW/100MWh	With both Solar and Wind components			
250 MW (Greenshoe Allocation)	Solar PV Project: 380M W (AC)	Ananthpur District, Andhra Pradesh	Ananthpura m-II 220 KV	CUF: 43% Peak Availability : 90%	4.48 (Rupees Four and Forty Eight paise only)
	Wind Component: 100MWh	Devbhumi Dwarka District, Gujarat	Jam khainbaliya-II 220 KV		
	ESS Component: 50MW/100MWh	With both Solar and Wind components			

NHPC shall purchase the power generated from the proposed ISTS-Connected FDRE Power Project under the above scheme, subject to the following terms and conditions as stated in various documents referred above and briefly brought out hereinafter.

- 2.0 The applicable tariff as mentioned above for power generated from the proposed FDRE Power Project for the term of Power Purchase Agreement (PPA) to be entered into between RE Power Generator (RE-PG) / Project Company and NHPC Limited, for the project, shall be firmed for the entire term of the PPA. The Capacity Utilization Factor (CUF) shall be governed in terms of Clause 3.10.
- 3.0 The award of the above Project is subject to the Guidelines including amendments/clarifications issued by Government of India and terms and conditions of the RfS Document including its clarifications/amendments issued by NHPC.
- 4.0 In terms of Clause 3.26 of RfS Document, the shareholding in the Project Company/SPV executing the Power Purchase Agreement (PPA), shall not fall below 51% at any time prior to (One) year from the SC SD, except with the prior approval of NHPC.
- 5.0 Bidders selected by NHPC based on this RfS shall submit Performance Bank Guarantee (PBG) for a value of Rs. 9,42,000 x Rated cumulative Installed Capacity of Solar component (MW) * INR 12,98,000 x Rated cumulative Installed capacity of Wind component (MW) + INR 13,64,000 x Rated cumulative Installed Capacity of the ESS component (MW) for each project as per Format 6.3B/6.3B(I)/6.3B(II) before signing of PPA, in line with Clause-3.24(ii), Section-3 of the RfS Document. For online confirmation of Bank Guarantee against Performance Security, the bank details of NHPC to be communicated to the issuing Bank is as under:

Name of the beneficiary : NHPC Ltd.
 Account No. : 10813608692
 IFSC Code: SBfN0017313
 Branch Code: 17313

Address of the Bank: State Bank of India, 5th Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gore Market, New Delhi — 110 001
- 6.0 Success charges @ INR 1.00 Lakh/MW + GST@ 18% shall deposited by RE-PG corresponding to contracts capacity awarded vide this letter of award in terms of RfS clause 3.13.

- 7.0 PPA will be executed between NHPC and the selected bidder as per the breakup of the cumulative Project capacity awarded to the Bidder. The LoA is being issued in line with the Project capacity quoted in the Covering Letter (Format 6.1) as part of your response to RfS and subsequently allotted capacity during e-RA and your confirmation to the same, as applicable. However, the successful bidder shall have option to change the Project location before the Financial Closure as per Clause 3.27 of RfS Document. Any change in State location of the Project(s) awarded shall not be permitted subsequent to the above deadline.
- 8.0 Power Purchase Agreement shall be signed between NHPC and successful bidders. The PPA shall be executed within 90 (Ninety) days of the date of issue of Letter of Award. if not extended by NHPC. Separate PPA will be executed between NHPC and S PG for each project. The installed Capacity break-up, as submitted as part of the Bidder's response to RfS shall remain unchanged until issuance of LOA. The above configuration can be changed subsequent to issuance of LOAs until the date as on achievement of Financial Closure for the project subject to minimum contracted capacity of each Project shall not be less than 50 M W (30 MW in case of Projects located in North-Eastern States and Special Category). Delays in meeting the project execution timeline on account of changes in the project parameters from the data as submitted in the Covering Letter (Format 6.1), shall be at the risk and cost of the Successful Bidder. The PPA shall be for a period of 25 years from the Scheduled Commissioning Date of the project. The PPA(s) will be signed after signing of PSA(s) for the respective Project(s). The REPD/RE-PG shall meet financial closure requirements for the Project in line with clause-3.27, Section-3 of the RfS document, within 18 (Eighteen) months from the Effective Date of the PPA. Accordingly, the REPD/RE-PG shall furnish the documents pertaining to compliance of financial closure as per the above provisions.
- 9.0 The REPD/RE-PG/Project Company shall achieve commissioning of full capacity of the Project within 24 months or 30 months as the case may be from the Effective Date of the PPA as per the conditions stipulated in Clause 3.28, Section-3 of the RfS and relevant articles of PPA. In case of failure to achieve the milestone, the REPD/RE-PG/Project Company shall pay the liquidated damage, which shall be levied on the REPD/RE-PG as per above provisions.
- 10.0 All disputes arising out of and/or in connection with the selection of RE Power Projects under the said RfS and execution of PPA thereto shall be governed by laws of India and shall be subject to the jurisdiction of Courts of Faridabad.
- 11.0 PPA shall be signed only after signing of Power Sale Agreement (PSA) with the end procurer and NHPC shall not be liable on any account for any delay / inability in signing Of PSA and PPA.
- 12.0 You are requested to report Executive Director (Renewable Energy & Green Hydrogen) Ahmedabad, N HPC Limited, Office No. 17 10-1712, 17th Floor, Tower-A, Navratna Corporate Park, Ambli Road, Ahmedabad, Gujrat-380057 (email: re-c Cnhpc.nic.in) for further direction and action in the matter.

This Letter of Award (LOA) is being issued in duplicate and you are requested to kindly acknowledge receipt and acceptance of this LOA by sending the duly stamped and signed duplicate copy of LOA to NHPC within 07 day from the date of this LOA."

28. As per the Guidelines, the Evaluation Committee is required to certify that the bidding process and the evaluation have been conducted in conformity with the

provisions of the RfS. We observe that the Petitioner has submitted that all the conditions as per RfS documents have been complied with . The petitioner has further submitted that there were no deviations made in the bid documents from the provisions of the FDRE Guidelines. This has been certified by the Petitioner through the confirmation certificates, i.e., CONFIRMATION CERTIFICATE (Bid Evaluation in confirmation with RfS) dated 13.12.2024 and CERTIFICATE dated 24.12.2024. The relevant extract of the said conformity certificate -1 and certificate-2, dated 13.12.2024, is reproduced as under:

“CONFIRMITY CERTIFICATE – 1

.....
This is to certify that all conditions as per RfS documents has been complied from NIT issue date to till date.”

2. *We further observe that the Petitioner vide the aforesaid CERTIFICATE dated 24.12.2024 has also stated that the Evaluation Committee constituted for the evaluation of bids has conducted the techno-commercial and financial bid evaluation in conformity with the provisions of the RfS. The relevant extract of the aforesaid certificate is extracted as under:*

“CONFIRMITY CERTIFICATE – 2

.....
No deviation were made in the bid documents from the provisions of FDRE Guidelines.”

2. *In view of the aforesaid discussions, it emerges that the selection of the successful bidders has been done, and the tariff of the Firm and Dispatchable RE Power Projects been discovered by the Petitioner, NHPC, through a transparent process of competitive bidding in accordance with Guidelines issued by Ministry of Power, Government of India under Section 63 of the Act. Therefore, in terms of Section 63 of the Act, the Commission adopts the individual tariff for the Firm and Dispatchable RE Power, including capacity under Greenshoe option coupled with Energy Storage Systems at the Tariff of INR 4.48/kWh for Jevargi Solar Power Private Limited and INR 4.56/kWh for three other successful bidders.*

29. The petitioner has submitted that on receiving consent from DISCOMS, NHPC shall sign a PSA with DISCOMS and thereafter sign a back-to-back PPA with Renewable Energy Power Generators.

30. The adoption of a tariff by the Commission will be consistent with the scheme and provisions of the Electricity Act, 2003.

31. In view of the aforesaid discussions, it emerges that the selection of the successful bidders has been done, and the tariff of Renewable Energy Power Developers has been discovered by the Petitioner through a transparent process of competitive bidding in accordance with the “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems” dated 09.06.2023, issued by the Ministry of Power, Government of India, under Section 63 of the Act. Therefore, in terms of section 63 of the Act, the commission adopts the individual tariff for the RE Power Developers, as agreed to by the successful bidder(s) as under:

S. No	Name of RE-PGs	Allocated Capacity (MW)	Tariff (Rs/kWh)
1	Jevargi Solar Power Private Limited	150	4.48
2	Juniper Green Energy Private Limited	200	4.56
3	Avaada Energy Private Limited	600	4.56
4	Acme Solar Holdings Limited	250	4.56
	Total	1200	

32. Prayer (2) of the Petitioner is answered in terms of paragraph 31 above. Moreover, as soon as the awarded capacity is tied up under the PPAs and PSAs, the Petitioner shall place on record the copies of such PPAs and PSAs. Also, in the event that the awarded capacity does not fructify into the PPAs and PSAs, the Petitioner shall also place on record such development(s) in the file of the present case.

33. Clause (10) of Regulation 9 of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of trading licence and other related matters) Regulations, 2020 (hereinafter referred to as “the Trading Licence Regulations”) provides as under:

“9. (10) The Trading Licensee shall make payment of dues by the agreed due date to the seller for purchase of the agreed quantum of electricity through an escrow arrangement or irrevocable, unconditional and revolving letter of credit in favour of the seller. Such escrow arrangement or irrevocable, unconditional and revolving letter of credit in favour of the seller shall be equivalent to:

a. one point one (1.1) times the average monthly bill amount (estimated average of monthly billing amounts for three months or actual monthly billing amount for preceding three months as the case may be) with a validity of one year for long term contracts;

b. one point zero five (1.05) times of contract value for short term contracts.”

34. The above provisions provide for the payment security mechanism to be complied with by the parties to the present petition. Accordingly, the provisions of Articles 10.3 and 10.4 of the PPAs and Clause (10) of Regulation 9 of the Trading Licence Regulations shall be complied with by the concerned parties to the present petition.

35. The Petitioner, NHPC, has also prayed to approve the trading margin of Rs.0.07/kWh to be charged to the End Procurer/Discoms or any other entity over & above the PPA tariff on the sale of power as specified in the RfS document and specified in the Firm and Dispatchable Power Guidelines.

36. In this regard, Clause (1)(d) of Regulation 8 of the Trading Licence Regulations provides as under:

“For transaction under long term contracts, the trading margin shall be decided mutually between the Trading Licensee and the seller.”

The above provision gives choice to the contracting parties to mutually agree on Trading Margin for long-term transaction.

37. The above provision gives the choice to the contracting parties to mutually agree on trading margin for long-term transactions. However, the proviso to Regulation 8(1)(d) of the Trading Licence Regulations provides as under:

*“8(1) (d) * * * * * Provided that in contracts where escrow arrangement or irrevocable, unconditional and revolving letter of credit as specified in clause (10) of Regulation 9 is not provided by the Trading Licensee in favour of the seller, the Trading Licensee shall not charge trading margin exceeding two (2.0) paise/kWh.”*

38. Regulation 8(1)(f) of the Trading Licence Regulations provides as under:

“For transactions under Back to Back contracts, where escrow arrangement or irrevocable, unconditional and revolving letter of credit as specified in clause (10) of Regulation 9 is not provided by the Trading Licensee in favour of the seller, the Trading Licensee shall not charge trading margin exceeding two (2.0) paise/kWh.”

39. The above two provisions are exceptions to the main provision as regards trading margin. In the present case, PSAs have not yet been signed by the distribution licensees. Once the PSAs are signed with distribution utilities, the trading margin shall be as per the provisions of such PSAs to be entered into between NHPC and the respective distribution licensee. However, in case of failure by NHPC to provide an escrow arrangement or irrevocable, unconditional, and revolving letter of credit to the wind-solar hybrid power generators, the trading margin shall be subject to a ceiling of Rs.0.02/kWh specified in Regulation 8(1)(d) and Regulation 8(1)(f) of the Trading Licence Regulations.

40. In view of the above, the prayer(s) of the petitioner are answered accordingly.

41. The Petition No. 87/AT/2025 is disposed of in terms of the above.

Sd./-
(रविन्द्र सिंह ढिल्लो)
सदस्य

Sd./-
(हरीश दुदानी)
सदस्य

Sd./-
(रमेश बाबू वी.)
सदस्य

Sd./-
(जिश्नु बरुआ)
अध्यक्ष

