

No. 283/124/2018 -GRID SOLAR-Part(1)

भारत सरकार / Government of India

नवीन और नवीकरणीय ऊर्जा मंत्रालय/ Ministry of New & Renewable Energy

ग्रिड सौर ऊर्जा प्रभाग / Grid Solar Power Division

Block-14, C.G.O. Complex,
Lodhi Road, New Delhi – 110003.

Date: 25th September, 2020

ORDER

Sub: Dispute Resolution Mechanism to consider the unforeseen disputes between solar/ wind power developers and SECI/ NTPC/ NHPC, beyond contractual agreements – Amendment regarding.

Reference is invited to this Ministry's Order no. 283/124/2018-GRID SOLAR dated 18.06.2019 and the amendments thereto dated 20.09.2019 and 09.12.2019 on the above mentioned subject.

2. The undersigned is directed to convey that the said Order hereby stands amended as follows:

Para No.	Existing Provision	Amended Provision
3 (iii)	<p>The DRC will consider all kinds of cases of appeal against decisions given by SECI/NTPC on disputes, as follows:</p> <p>(a). <u>All requests for extension of time due to recognized 'Force Majeure' events</u> like flood, earthquake, delay in handing over of land by Solar Park Developers, delay in connectivity, etc. will be dealt strictly as per Contractual Agreements, where applicable. In all such cases, the solar power developers/ wind power developers shall make an application to SECI/NTPC for grant of Extension of Time (EoT) within the time specified in the Contractual Agreement. If there is no time limit prescribed in the PPA for making such an application, then the application must be made within seven days of the cause of dispute taking place on the first occasion. If application is not made within the time limit prescribed, it shall be summarily rejected by SECI/NTPC. If application is made within the time limit, the request will be examined and final decision given to solar power developer/ wind power</p>	<p>The DRC will consider all kinds of cases of appeal against decisions given by SECI/NTPC/NHPC on disputes, as follows:</p> <p>(a). <u>All requests for extension of time due to recognized 'Force Majeure' events</u> like flood, earthquake, delay in handing over of land by Solar Park Developers, delay in connectivity, etc. will be dealt strictly as per Contractual Agreements, where applicable. In all such cases, the solar power developers/ wind power developers shall make an application to SECI/NTPC/NHPC for grant of Extension of Time (EoT) within the time specified in the Contractual Agreement. If there is no time limit prescribed in the PPA for making such an application, then the application must be made within seven days of the cause of dispute taking place on the first occasion. If application is not made within the time limit prescribed, it shall be summarily rejected by SECI/NTPC/NHPC. If application is made within the time limit, the request will be examined and final decision given to solar power developer/ wind power developer within twenty-one (21) days by</p>



Para No.	Existing Provision	Amended Provision
	<p>developer within twenty-one (21) days by SECI/NTPC from the date of application. No separate extension of time shall be granted for overlapping periods of effect as a result of two or more causes. If the developer is not satisfied with the decision of SECI/ NTPC, then it may appeal to the Dispute Resolution Committee (DRC), within 21 days of SECI/NTPC's order.</p> <p>(b). <u>All requests of Extension of Time not covered under the terms of contract:</u> All cases involving unforeseen issues/ circumstances not covered under Contractual Agreements like cases where the site is to be procured by the developer but there is delay in land allotment due to policy change or registration by the Government, delays in grant of proposed connectivity due to court stays, etc., will be placed before SECI/NTPC within seven days of the issue/ circumstance arising on the first occasion. The final decision shall be given to solar power developer/ wind power developer within twenty-one (21) days by SECI/ NTPC from the date of application. No separate extension of time shall be granted for overlapping periods of effect as a result of two or more causes. If the developer is not satisfied with the decision of SECI/ NTPC, then it may appeal to the Dispute Resolution Committee (DRC), within 21 days of SECI/NTPC's order.</p> <p>(c). <u>All disputes other than those pertaining to 'Extension of Time' between SECI/NTPC and developers:</u> All other disputes, apart from those pertaining to Extension of Time shall also be dealt as detailed at (b) above.</p> <p>(d). All applications before DRC under (a), (b) and (c) above shall</p>	<p>SECI/NTPC/NHPC from the date of application. No separate extension of time shall be granted for overlapping periods of effect as a result of two or more causes. If the developer is not satisfied with the decision of SECI/NTPC/NHPC, then it may appeal to the Dispute Resolution Committee (DRC), within 21 days of SECI/NTPC/NHPC's order.</p> <p>(b). <u>All requests of Extension of Time not covered under the terms of contract:</u> All cases involving unforeseen issues/ circumstances not covered under Contractual Agreements like cases where the site is to be procured by the developer but there is delay in land allotment due to policy change or registration by the Government, delays in grant of proposed connectivity due to court stays, etc., will be placed before SECI/NTPC/NHPC within seven days of the issue/ circumstance arising on the first occasion. The final decision shall be given to solar power developer/ wind power developer within twenty-one (21) days by SECI/NTPC/NHPC from the date of application. No separate extension of time shall be granted for overlapping periods of effect as a result of two or more causes. If the developer is not satisfied with the decision of SECI/NTPC/NHPC, then it may appeal to the Dispute Resolution Committee (DRC), within 21 days of SECI/NTPC/NHPC's order.</p> <p>(c). <u>All disputes other than those pertaining to 'Extension of Time' between SECI/NTPC/NHPC and developers:</u> All other disputes, apart from those pertaining to Extension of Time shall also be dealt as detailed at (b) above.</p> <p>(d). All applications before DRC under (a), (b) and (c) above shall be</p>



Para No.	Existing Provision	Amended Provision
	<p>be accompanied with the applicable fee as detailed below:</p> <p>(i). In case of Extension of Time dispute, <i>the fee payable shall be 5% of the impact of SECI/NTPC's decision being challenged, with the impact being limited to the Performance Bank Guarantee (PBG) submitted for the project concerned, and which in no case be less than Rs. 1,00,000/- (Rupees one lakh) and not more than Rs. 1,00,00,000/- (Rupees one crore).</i></p> <p>(ii). Disputes not coming under the head, Extension of Time, in case there is a PBG covering the dispute, then the fee shall be same as in (i) above.</p> <p>(iii). In case of disputes not coming under Extension of Time, <i>in case there is no PBG covering the dispute, then the fee shall be 5% of the total impact of the dispute, which in no case be less than Rs. 1,00,000/- (Rupees one lakh) and not more than Rs. 1,00,00,000/- (Rupees one crore).</i></p> <p>(e). This fee shall be deposited into appropriate Payment Security Fund maintained by <i>SECI/NTPC</i>. In case, the Government upholds the appeal in toto, after taking into consideration the recommendations of DRC, and strikes down the <i>SECI</i> order, then the fee so collected shall be refunded, provided the DRC makes a recommendation for the same and the Government passes a specific order to that effect. The Fee which may be received and is not required to be refunded, shall be credited to the appropriate Payment Security Fund being maintained by <i>SECI/NTPC</i>.</p>	<p>accompanied with the applicable fee as detailed below:</p> <p>(i). In case of Extension of Time dispute, <i>the fee payable shall be 1% (one percent) of the impact of SECI/NTPC/NHPC's decision being challenged, with the impact being limited to the Performance Bank Guarantee (PBG) submitted for the project concerned, and which in no case be less than Rs. 1,00,000/- (Rupees one lakh) and not more than Rs. 50,00,000/- (Rupees fifty lakh).</i></p> <p>(ii). Disputes not coming under the head, Extension of Time, in case there is a PBG covering the dispute, then the fee shall be same as in (i) above.</p> <p>(iii). In case of disputes not coming under Extension of Time, <i>in case there is no PBG covering the dispute, then the fee shall be 1% (one percent) of the total impact of the dispute, which in no case be less than Rs. 1,00,000/- (Rupees one lakh) and not more than Rs. 50,00,000/- (Rupees fifty lakh).</i></p> <p>(e). This fee shall be deposited into appropriate Payment Security Fund maintained by <i>SECI/NTPC/NHPC</i>. In case, the Government upholds the appeal in toto, after taking into consideration the recommendations of DRC, and strikes down the <i>SECI/NTPC/NHPC</i> order, then the fee so collected shall be refunded, provided the DRC makes a recommendation for the same and the Government passes a specific order to that effect. The Fee which may be received and is not required to be refunded, shall be credited to the appropriate Payment Security Fund being maintained by <i>SECI/NTPC/NHPC</i>.</p>



3. This issues in line with approval from Hon'ble Minister (Power & NRE).


25/03/2020
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To:

1. **The Chairman & Managing Director, NTPC Ltd.**, NTPC Bhawan, Scope Complex, 7. Institutional Area, Lodhi Road, New Delhi- 110003, Email: cmd@ntpc.co.in
2. **The Chairman & Managing Director, Solar Energy Corporation of India Limited (SECI)**, 1st Floor, D-3, A Wing, Prius Platinum Building, District Centre, Saket, New Delhi 110017, Email: md@seci.co.in
3. **The Chairman & Managing Director, NHPC Limited**, N.H.P.C Office Complex, Sector-33, Faridabad, Haryana.

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