BEFORE THE GUJARATELECTRICITYREGULATORYCOMMISSION GANDHINAGAR

Petition No._____ of 2023

IN THE MATTER OF:

Petition under Section 63 read with 86(1) (b) and other applicable provisions of the Electricity Act 2003 seeking for adoption of tariff discovered under tariff based competitive bidding process conducted by UGVCL vide RfS No. TN-3 dtd 27/6/2022, TN-4 & TN-5 dtd 28/6/2022, TN-6 to TN-17 dtd. 15/9/2022, TN-18 to TN-29 dtd. 16/9/2022 and TN-30 to TN-41 dtd 17/9/2022 for total 20 Nos of solar plants of aggregate 48.376 MW, through RESCO model, for solarization of various 11 KV feeders in UGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.

PETITIONER

Uttar Gujarat Vij Company Limited, Mehsana

PETITIONER MOST RESPECTFULLY SUBMITS THAT

1. Preamble

1) The Government of Gujarat (hereinafter referred to as "GoG") has notified the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003 (herein after called as "Act") in May 2003 for the reorganization of the entire power sector in the State of Gujarat.

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2) Pursuant to the Gujarat Electricity Industry Reorganization and Comprehensive Transfer Scheme, 2003 notified under the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003, erstwhile Gujarat Electricity Board has been reorganized and its functions have been vested in different entities.

3) The activities of Generation, Transmission, Distribution, Bulk power purchase and supply undertaken by erstwhile Gujarat Electricity Board has been entrusted to separate seven functional entities. The generation activity is assigned to Gujarat State Electricity Corporation Ltd. (GSECL), the transmission activity is assigned to Gujarat Energy Transmission Corporation Ltd. (GETCO) and the distribution activity is assigned to four Distribution companies viz. Uttar Gujarat Vij Company Ltd. (UGVCL), Madhya Gujarat Vij Company Ltd. (MGVCL), Dakshin Gujarat Vij Company Ltd. (DGVCL) and Paschim Gujarat Vij Company Ltd. (PGVCL) - Petitioner.

The function of Bulk purchase and Bulk sale of power is assigned to Gujarat Urja Vikas Nigam Ltd. (GUVNL) as per the re-organization scheme.

4) It is submitted that the present petition is filed **under Section 63 read with 86(1) (b) and other applicable provisions of the Electricity Act 2003 seeking** approval of adoption of the tariff discovered under tariff based competitive bidding process for the PM KUSUM component - C FLS (Feeder Level Solarization) scheme conducted by the petitioner throughRfS (Request for Solarization) No. TN-3 dated 27/6/2022, TN-4 & TN-5 dated 28/6/2022, TN-6 to TN-17 dated 15/9/2022, TN-18 to TN-29 dated 16/9/2022 and TN-30 to TN-41 dated 17/9/2022.

2. SUBMISSION: -

2.1 The Ministry of Power, Government of India, vide notification OM 32/645/2017-SPV Division dated 22/07/2019 has published "Guidelines for Implementation of Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme for installation of solar pumps and grid connected solar power plants, covering three components, viz.

- Component A: Decentralized Ground Mounted Grid Connected Renewable Energy (RE) based Power Plants of individual plant size up to 2.0 MW.
- Component B: Installation of standalone Solar Powered Agriculture Pumpsets
- Component C: Solarization of Grid-connected Agriculture Pumps which



Subsequently,Government of Gujarat vide notification dated 11/12/2020,19/06/2020 and 6/11/2020has issued GR for implementation of PM–KUSUM schemes under component A, B & C,which is attached herewith as **Annexure-A (colly.)**

Accordingly, the petitioner has been implementing the PM KUSUM schemes in the UGVCL area.

Subsequently, the Ministry of New and Renewable Energy(MNRE), Government of India,vide Office Memorandum No. 32/645/2017- SPV Division, dated 4th December, 2020has issued guidelines for implementation of **Feeder Level Solarization under component-C of PM-KUSUM Scheme.**

Brief highlights of the guidelines dated 4th December 2020 are as under:

(a) Under the scheme, agriculture feeders already segregated or feeders having major agriculture load,may be solarized using installation of grid connected solar power plant to cater the annual power requirement of feeder(s).

(b) The requirements of total annual power for an agriculture feeder will be assessed and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder can be installed either through CAPEX mode / RESCO mode, which will supply solar power to those feeders.

(c) Feeder level solar power plant may be installed to cater to the requirement of power for a single feeder or multiple agriculture feeders emanating from a Distribution Sub-Station (DSS) to feed power at 11 KV or at the higher voltage level side of the DSS depending upon the factors like availability of land, technical feasibility etc. and there is no cap of the capacity of solar power plant for feeder level solarization.

(d) As per the guidelines, the cost of solar plant is benchmarked at Rs. 3.5 Crore/MW for the purpose of providing Capital Financial Assistance(CFA)of Rs. 1.05 Crore/MW. Under the scheme,solarization of agricultural pumpsets of any capacity is allowed, however in case of pumps capacity above 7.5 HP, the CFA will be limited to solar capacity for 7.5 HP Pumps.

(e) Guaranteed CUF: The solar capacity requirement for catering agricultural pump-sets load (with ceiling limit of 7.5 HP pump-sets)on the feeder for feeder level solarization shall be worked out considering fixed CUF (Capacity Utilization Factor) of 19% i.e., no deration permitted. The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.



Under the scheme, initially the MNRE, Government of India,vide letter 32/54/2018-SPV Division dated 18 May,2022has sanctioned the 39,332nos. of quantity as well as vide letter 32/54/2018-SPV Division dated 05 August, 2022 has sanctioned the 2,60,668 nos. of quantity of existing agriculture pump-sets for state owned DISOCMs of GUVNL (Gujarat UrjaVikas Nigam Limited)to be solarized.Subsequent to this, GUVNL,vide letter dated 21st June, 2022has conveyed UGVCL to invite tariff based competitive bid for various solar power plants under 66 KV sub-stations by 0.5 MW and above, covering multiple agriculture feeders, catered from the sub-stations and having at least 90% agriculture connections up to 7.5 HP firstly. In case of 90% criteria not met, DISCOMs may select feeders in downgrade manner gradually as per the scheme's guideline. The scheme guideline and its amendments are enclosed herewith as **Annexure- B (Colly.)**

2.2 On the basis of above guideline, the petitioner has invited RFS (Request for Selection)for setting up of solar power projects under RESCO model.

Brief of the RFS is as under:

(a) Petitioner conducted the tendering process and invited bids vide RfS No. TN-3 dated 27/6/2022, TN-4 & TN-5 dated 28/6/2022, TN-6 to TN-17 dated

15/9/2022, TN-18 to TN-29 dated 16/9/2022 and TN-30 to TN-41 dated 17/9/2022. through public notice in One Gujarati & One English newspapers for design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended beyond 25 years by both the parties on mutual agreement) from COD of grid connected feeder level solar power plants, its associated 11KV line to connect the plant with concerned sub-station and RMS (Remote Monitoring System) of solar power plant through RESCO model for solarization of various 11KV feeders of 66 KV substation in UGVCL area as per MNRE guideline underPM-KUSUM scheme Component-C (Feeder Level Solarization) dated 10/02/2022 and its amendments received time to time.Copies of the RFS and public notices of the tender are attached herewith at **Annexure-C (Colly)** and MNRE guidelines at **Annexure –D(Colly.)**

List of solar power plants with detail of name of sub-station, nos of Ag.feeders, plant capacity in MW is published in RFS as per MNRE guidelines. Summary of plants published under TN3 to TN-41 RFS is as under:

Tender No.	No. of Solar plants (Sub-stations) against which bids invited	No. of 11 KV Ag. Dom Feeders covered	No. of grid connected Ag. Consumers covered having contracted load up to 7.5 HP	Aggregate Notified Solar Capacity of all plants (MW) after round off
TN-3 to TN-5	51	144	46275	114.213
TN-6 to TN-41	36	98	31500	74.073
Total	87	112	77775	188.286

(Detailed breakup of plants is mentioned in Annexure-K20 of TN-3 to TN-41 Tender placed at Annexure-E of the petition

(b) Salient feature:

1	Solar PV Plant technology	TN-3 TN-4 TN-5 TN-6 to TN-41	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use domestically manufactured modules from ALMM only.
		TN-3 TN-4 TN-5	**Provision as per RFS :** 1.1.7 All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with domestically manufactured Cell with its amendments issued by MNRE time to time. **Above provision of RFS amended with :**

			1.1.7 All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with its amendments issued by MNRE time to time.
		TN-3 TN-4 TN-5	**Provision as per RFS :** 1.1.2 It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules. To ensure the same, submission of authorization or DCR certificates from Indian cell supplier(s) will be mandatory. Domestic manufacturing of solar cells and panels will also be ensured through inspection and verification at module manufacturing unit of the respective OEM. If required, MNRE/ GUVNL/UGVCL may conduct its independent inspection or verification to ensure domestic manufacturing requirement. An undertaking is required to be submitted by the SPG complying that only indigenously manufactured solar panels with indigenous solar cells and modules are used in this project of FLS to UGVCL. **Above provision of RFS amended with :** 1.1.2 It will be mandatory to use domestically manufactured Solar modules from ALMM only. An undertaking is required to be submitted by the SPG complying that only domestically manufactured Solar modules from ALMM only are used in this project of FLS to UGVCL.
		TN-3 TN-4 TN-5	**Provision as per RFS :** Solar Plant Technology All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules. **Above provision of RFS amended with :** Solar Plant Technology All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use domestically manufactured modules from ALMM only.
		TN-3 TN-4 TN-5	**Provision as per RFS :** Annexure-18 4.1.1 (j) : The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having Domestically manufactured Cell &PV Module.(Requirements for Compulsory Registration) Order, 2019 as amended from time to time. **Above provision of RFS amended with :** Annexure-18 4.1.1 (j) : The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV

			Modules having PV Module from ALMM only. (Requirements for Compulsory Registration) Order,2019 as amended from time to time.
		TN-3 TN-4 TN-5	**Provision as per RFS :** Annexure-18 4.6 4.6.1 : All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules. **Above provision of RFS amended with :** Annexure-18 4.6 4.6.1 : All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use domestically manufactured solar modules from ALMM only.
2	"WorkArea"/" Site"	The Solar Power plant for Feeder level Solarization will be preferably installed within Five KM radius of the concerned sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses. SPG to identify and procure/lease the land on his own for 25 years for installation of Solar plant for this feeder level Solarization projects for each individual plants/Location. Land will not be provided by UGVCL to SPG.	
3	Delivery point	11 KV Bus of associated 66Kv/11kvsubstation of respective feeders	
4	11kV feeders to be solarized under Feeder level Solarization	As per mentioned in Annexure K20	
5	Guaranteed CUF / min CUF	**19%(fixedi.e.noderation permitted)** CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365)) The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.	
6	Eligible CFA by MNRE	Successful bidder to get CFA @ Rs. 1.05 Cr per MW (subject to installation & commissioning of project in line with MNRE requirement). CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DISCOM on successful operation and performance of solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA, as per MNRE's sanction for the CFA, subject to release of the same by MNRE-GoI. Further, the SPG shall give an undertaking that he shall not sell	

		power to any other buyer except the UGVCL under the agreement of this tender during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken again the SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to UGVCL. For the recovery of the Proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If any event of sell of power is found at a particular time, the amount to be recovered from the SPG shall be the remaining period of PPA after the event date multiply by per year CFA. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project by MNRE.
7	Mode of bid submission	All required documents are to be submitted in online mode only except documents required against payment of tender fee & earnest money deposit (EMD) etc. as specified in tender shall be required to submit in physical mode also.
8	Selection criteria	Lowest(L1)quotedlevelizedtarifffor25years **followed by e-reverse auction**
9	Estimated Project Cost	Rs. 3.5 crore per MW as estimated by MNRE in the guideline of Feeder Level Solarization indicated in the Annexure K20 against each plant capacity.
10	Bid Validity	120daysfromthedateofopeningofonlineTechnicalbid.
11	Performanc e Bank Guarantee(PBG) against commission ing	Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW is required to be submitted to UGVCL by the successful bidder-SPG within 15 days from date of issue of Letter of Award. The PBG will be returned to the SPG immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per provisions stipulated in the Guidelines. The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA). It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project. The Performance Bank Guarantee (PBG) required to be paid is mentioned against each plants in Annexure K20.
12	Power Purchase Agreement(PPA)	PPA for a period of 25 years (unless extended by both the parties on mutual agreement),at tariff discovered in the tender and adopted by the GERC, by procurer (i.e.UGVCL)within7daysof submission of PBG.
13	Date of Project commission ing	Within 9months from date of signing of **PPA**
14	Terms of PPA	25years(unless extended by both the parties on mutual agreement) of O&M

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15	Metering and RMS	As per RFS RMS document
16	Computation of notified Solar capacity for selected sub-station:	As per MNRE's Scheme guideline for Feeder level Solarization, for the purpose of calculating CFA, the cost of installation of solar power plant has been estimated as Rs. 3.5 Cr/MW. Under the Scheme solarization of pumps of any capacity is allowed, however, in case of pumps of capacity above 7.5 HP, the CFA will be limited to solar capacity for 7.5 HP pumps.

Project mile stones and time line:

Sr. No.	Milestone	Timeline
1	Issuance of Letter of Intent (LoI) to the successful bidders -SPG	T1
2	Unconditional acceptance of LoI by successful Bidder and payment of the PBG by the Bidder	T1 + 15 days
	Petition filing by UGVCL to GERC for adoption of discovered levelized tariff for the solar power plant	
3	Issuance of work order to the successful bidder after approval of discovered tariff receives from GERC	T2
4	Unconditional acceptance of work order/LOA by successfulBidder	T2 + 3 days
5	submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhatetc by SPG	T3= T2 + 90 days
6	Signing of PPA between selected bidder (SPG) and UGVCL upon submission "in principle" land document	T4
7	Submission of the final land documents after the date of signing of PPA for the entire required land duly registered by appropriate revenue authority	T4+ 4 Months
8	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation	T4 + 9 months
9	Operation and maintenance of power plant and associated 11kV line	25 years from COD (unless extended by both the parties on mutual agreement)

(c) The basis of evaluation of the bids shall be the levelized tariff for 25 years in Rs. Per kWh quoted in the Price Schedule against each feeder separately. To further clarify, all the costs, distribution losses up to the delivery point including applicable taxes

(incl. GST and cess as applicable), duties, etc. pertaining to design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant, shall be inclusive in the Price Bid quoted by Bidders for the purpose of comparison and evaluation. Bidders are required to quote the tariff on firm price End cost with GST & cess as applicable basis and no price variation on any account shall be considered.

(d) The tender documents (RFS and PPA) of above mentioned tender were published on the website of the petitioner for downloading the copy of the tender documents for participation in e-bidding procedure including e-reverse auction. Further, a pre-bid meeting was held on dated 07/07/2022 for TN-3 to TN-5 wherein, key bid parameters, provisions of RFS documents & timelines were discussed. Moreover, during the meeting, the petitioner addressed the queries raised by the prospective bidders and subsequently, made some of the acceptable amendments in the tender documents(RFS) pursuant to discussions with bidders. All the tender documents of UGVCL including addendums are annexed herewith as **Annexure-E (Colly.)**

(e) The last date of submission of bids in the tendering process are mentioned in Table shown under, same were amended/extended multiple times with a view to receive good participation. The petitioner has received online bids, which were opened online. The petitioner had constituted Bid Evaluation. Tender wise No's of bids received for plant, Date of Opening of Technical bids, E-reverse auction and negotiation dates are mentioned in Table as under:

Tender No	Last date of bid submission as per RFS	Nos of Bids received for plants	Nos of Amendment	Date of Technical bid opened date	e-reverse Auction date	Negotiation carried out date
TN-3	05.09.22	3	6	08.09.22	Single	15.10.22
TN-4	05.09.22	8	6	08.09.22	Single	15.10.22
TN-5	05.09.22	4	6	08.09.22	01.10.22	15.10.22
TN-6	13.01.23	1	13	31.01.23		28.02.23
TN-7	03.11.22	2	3	22.11.22	26.12.22	11.01.23
TN-8	31.01.23	0	15			
TN-9	09.12.22	1	8	Disqualify		
TN-10	03.11.22	1	3	22.11.22		11.01.23
TN-11	03.11.22	1	3	22.11.22		11.01.23
TN-12	30.12.22	1	11	17.01.23		28.02.23
TN-13	31.01.23	0	15			
TN-14	03.11.22	1	3	03.12.22		11.01.23
TN-15	31.01.23	0	15			
TN-16	10.11.22	1	4	22.11.22		11.01.23
TN-17	03.11.22	2	3	22.11.22	23.12.22	11.01.23

Tender No	Last date of bid submission as per RFS	Nos of Bids received for plants	Nos of Amendment	Date of Technical bid opened date	e-reverse Auction date	Negotiation carried out date
TN-18	04.11.22	2	3	22.11.22	23.12.22	11.01.23
TN-19	31.01.23	0	15			
TN-20	04.11.22	1	3	22.11.22		11.01.23
TN-21	11.11.22	1	4	22.11.22		11.01.23
TN-22	11.11.22	1	4	22.11.22		11.01.23
TN-23	11.11.22	1	4	22.11.22		11.01.23
TN-24	04.11.22	3	3	22.11.22	26.12.22	11.01.23
TN-25	04.11.22	3	3	22.11.22	26.12.22	11.01.23
TN-26	31.01.23	0	15			
TN-27	31.01.23	0	15			
TN-28	11.11.22	2	4	22.11.22	23.12.22	11.01.23
TN-29	04.11.22	2	3	22.11.22	23.12.22	11.01.23
TN-30	10.11.22	2	4	22.11.22	26.12.22	11.01.23
TN-31	03.11.22	3	3	22.11.22	26.12.22	11.01.23
TN-32	31.01.23	0	15			
TN-33	03.11.22	1	3	22.11.22		11.01.23
TN-34	31.01.23	0	15			
TN-35	10.11.22	1	4	22.11.22		11.01.23
TN-36	03.11.22	1	3	22.11.22		11.01.23
TN-37	23.12.22	1	10	17.01.23		28.02.23
TN-38	03.11.22	1	3	22.11.22		11.01.23
TN-39	03.11.22	1	3	22.11.22		11.01.23
TN-40	03.11.22	1	3	22.11.22		11.01.23
TN-41	03.11.22	3	3	22.11.22	23.12.22	11.01.23

(f) After the completion of e-reverse auction and negotiation, petitioner has submitted the proposal to GUVNL seeking permission to proceed for filing tariff petition vide UGVCL/R&C/Solar Cell/PM-KUSUM-C/FLS/1415 Dtd.21.10.2022 (13 Plants) UGVCL/R&C/Solar Cell/PM-KUSUM-C/FLS/73 Dtd.19.01.2023 (24 Plants) UGVCL/R&C/Solar Cell/PM-KUSUM-C/FLS/222 Dtd.02.03.2023 (03 Plants) for which, tariff rates were received and negotiation carried out, In this regard, GUVNL vide letter No: GUVNL/Tech/Solar Cell/PM-KUSUM-C /FLS/58 dated 06/01/2023 has suggested new tendering process by modifying eligibility criteria of RFS tender Subsequently, petitioner floated a new RFS tender vide UGVCL/Project/Solar/PM-KUSUM-C/FLS/TN-42 to TN-104 Dtd.15,16 & 17.03.2023 and also completed the bid evaluation process thereafter.

(g) After completion of bid evaluation process for tender TN-42 to TN-104, petitioner has submitted the proposal to GUVNL seeking permission to proceed for filing tariff petition vide CORMHSUG/0439/05/2023 Dtd.01.06.2023 in view of the final price received against different plants under TN-42 to TN-104 tender, including price bids which were already received earlier under previous tenders viz TN-03 to TN-41.

GUVNL, vide GUVNL/Tech/Solar Cell/PM KUSUM-C/FLS/1114 dated 22.6.23 has informed that proposal of UGVCL was placed before the GUVNL Board in the Board

meeting dated 6.6.2023 and Board discussed and decided that (1) UGVCL shall issue LoI (Letter of Intent) (2) UGVCL shall seek consent of all the bidders who have qualified under bucket filling mechanism as per the bid documents and quoted tariff in excess of Rs. 3.00 per unit to agree for tariff of Rs. 3.00 per unit. Based on consents, UGVCL may issue LoI to those bidders and seek acknowledgement for the same. (3) UGVCL shall immediately take above actions and inform the same to GUVNL along with quantum of power for which LoI are issued.

GUVNL vide GUVNL/Tech/Solar Cell/PM KUSUM-C/FLS/1246 dated 15/7/23 has further issued clarification in response to case of UGVCL letter UGVCL/R&C/Solar Cell/PM-KUSUM-C/FLS/1415 Dtd.21.10.2022 (13 Plants),UGVCL/R&C/ Solar Cell/ PM-KUSUM-C/ FLS/73 Dtd.19.01.2023 (24 Plants),UGVCL/R&C/Solar Cell/PM-KUSUM-C/FLS/222 Dtd.02.03.2023 (03 Plants) (pertain to price bids received against old tenders viz TN-3 to TN-41) that consent may be sought from the bidders for the rate of Rs. 3.00 per unit in case quoted rate is higher than Rs. 3.00 per unit subject to validity and terms and conditions of bid document. In case quoted rate is lower than Rs. 3.00 per unit, the LoI may be issued to L1 bidder at the quoted rate and if required, the L-2 bidder may be asked to match the rate with L1 bidder.

(h) Accordingly, in the matter of tenders RFS TN-3 to TN-41,the petitioner has taken following steps:

Petitioner has issued LoI (Letter of Intents) from 37 bidders to submit unconditionally acceptance to agree for tariff of Rs.3.00 per unit. Out of theses 37 LoIs issued, 20 bidders, who have earlier offered negotiated price above Rs. 3.00 per unit, have now accepted LoI at the price of Rs. 3.00 per unit and also submitted PBG (Performance Bank Guarantee) based on the solar plant capacity considering Rs. 5 Lacs per MW of solar plant capacity.The plant wise position of quoted tariff, tariff rate after e-reverse auction & negotiation and final tariff rate accepted as above by the respective bidder for the plant as per accepted LoI with amount of PBG submitted by respective bidder eligible for issued LOI are as under:

Sr. No	Tender No	Plant No UG-FLS -	Name of Bidder	Plant capacity in MW	Quoted tariff rate by bidder Rs. /KWH	Tariff rate after e-Reverse auction and Negotiation Rs. / KWH	Final tariff rate as per LOI acceptance Rs. / KWH	PBG amount Rs
A	B	C	D	E	F	G	H	I
1	TN-3	3	M/s Zodiac Energy Limited	3.870	4.91	3.74	**3.00**	1935000
2	TN-3	12	M/s Zodiac Energy Limited	2.746	4.91	3.74	**3.00**	1373180
3	TN-4	16	M/s Omega Electricals	3.703	4.52	3.5	**3.00**	1851567
4	TN-4	18	M/s Pioneer Security Solutions Pvt. Ltd	1.573	3.5	3.5	**3.00**	786500
5	TN-4	26	M/s Pioneer Security Solutions Pvt. Ltd	2.478	3.5	3.5	**3.00**	1239000
6	TN-4	32	M/s Pioneer Security Solutions Pvt. Ltd	2.727	3.5	3.5	**3.00**	1363749
7	TN-4	38	M/s Zodiac Energy Limited	2.799	4.91	3.74	**3.00**	1399500
8	TN-5	45	M/s Zodiac Energy Limited	3.533	4.91	3.74	**3.00**	1766728
9	TN-5	48	M/s Zodiac Energy Limited	1.762	4.91	3.74	**3.00**	881247
10	TN-7	2	M/s Pioneer Security Solutions Pvt. Ltd	3.561	3.99	3.74	**3.00**	1780500
11	TN-11	7	M/s Pioneer Security Solutions Pvt. Ltd	1.632	3.99	3.99	**3.00**	816000
12	TN-17	15	M/s Zodiac Energy Limited	2.852	3.92	3.72	**3.00**	1426000
13	TN-21	22	M/s GWE Infra Projects Private Limited	2.234	3.96	3.67	**3.00**	1117000
14	TN-24	25	M/s GWE Infra Projects Private Limited	1.990	3.96	3.19	**3.00**	995000
15	TN-25	27	M/s GWE Infra Projects Private Limited	2.085	3.96	3.19	**3.00**	1042500
16	TN-30	33	M/s GWE Infra Projects Private Limited	2.741	3.96	3.24	**3.00**	1370500
17	TN-31	34	M/s GWE Infra Projects Private Limited	2.093	3.96	3.29	**3.00**	1046500
18	TN-36	44	M/s Zodiac Energy Limited	1.239	3.92	3.72	**3.00**	619500
19	TN-38	47	M/s Zodiac Energy Limited	1.558	3.92	3.72	**3.00**	779000
20	TN-41	51	M/s Zodiac Energy Limited	1.199	3.92	3.72	**3.00**	599500

(i) The present petition is filed by the petitioner seeking for adoption by Hon'ble Commission, the tariff rate as per column H in the above table through discovered tariff under tariff based competitive bidding process held by the petitioner.

(j) Upon adoption of discovered tariff, as per RFS, the milestones and timeline will be followed and LOA will be issued. Subsequently,PPA(Power Purchase Agreement)

with amendments will be signed with above successful bidders. Draft copy of the PPA with Amendment is attached herewith.

2.3 It is respectfully submitted that distribution companies are mandated to procure power from renewable energy sources as per the provisions of section 86(1)(e) of the Electricity Act, 2003 and in terms of GERC (Procurement of Energy from Renewable Energy Sources) Regulations as amended from time to time, petitioner is required to procure power from renewable energy sources for meeting RPO obligation.

2.4 It is respectfully submitted that as per provisions of section 63 of the Electricity Act 2003 provides that 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.

2.5 As per provisions of section 86(1) of the Electricity Act 2003 provides that the State Commission shall discharge following functions namely –

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

NOTARY J.M. Chaudhary Dist. MEHSANA Regd. No. 20527 Exp. 01/03/25 GOVERNMENT OF INDIA

2.6 In the above background and in accordance with section 63 read with86 (1) (b) of the Electricity Act 2003, the petitioner has filed present petition for adoption of tariffs discovered under tariff competitive bidding process for **20Nos. of solar power plants of total capacity of 48.376 MW** for the period of 25 years, under PM KUSUM-C Feeder Level Solarization scheme of 11 KV Agricultural feeders,through RESCO model.

2.7 Draft PPA is attached herewith in **Annexure-F.**

2.8 The detailed list of plant wise bidders with LoI issuance/ response (where price bids received) is attached here with in **Annexure-G**

3 PRAYER

The Petitioner most respectfully prays to the Hon'ble Commission that:

a) Hon'ble Commission may please to admit the present petition.

(b) To adopt the tariff discovered under tariff based competitive bidding process under PM KUSUM-C Feeder Level Solarization scheme of MNRE, Government of India,

conducted by the petitioner through tender RFS No. TN-3 dated 27/6/2022, TN-4 & TN-5 dated 28/6/2022, TN-6 to TN-17 dated 15/9/2022, TN-18 to TN-29 dated 16/9/2022 and TN-30 to TN-41 dated 17/9/2022.

(c) To approve the draft Power Purchase Agreement (with Amendments) to be executed with the following successful bidder as per tender RFS No. TN-3 dated 27/6/2022, TN-4 & TN-5 dated 28/6/2022, TN-6 to TN-17 dated 15/9/2022, TN-18 to TN-29 dated 16/9/2022 and TN-30 to TN-41 dated 17/9/2022 for the respective plant capacities at the accepted LoI rate as under:

Sr No	Tender No	Plant No	Name of Bidder with JV Name	Solar Plant capacity (in MW)	Accepted tariff rate by bidder (Rs./KWH)
1	TN-3	UG-FLS-3	M/s Zodiac Energy Limited	3.870	3.00
2	TN-3	UG-FLS-12	M/s Zodiac Energy Limited	2.746	3.00
3	TN-4	UG-FLS-16	M/s Omega Electricals	3.703	3.00
4	TN-4	UG-FLS-18	M/s Pioneer Security Solutions Pvt. Ltd JV M/s Energy Asset Solutions Pvt. Ltd.	1.573	3.00
5	TN-4	UG-FLS-26	M/s Pioneer Security Solutions Pvt. Ltd JV M/s Energy Asset Solutions Pvt. Ltd.	2.478	3.00
6	TN-4	UG-FLS-32	M/s Pioneer Security Solutions Pvt. Ltd JV M/s Energy Asset Solutions Pvt. Ltd.	2.727	3.00
7	TN-4	UG-FLS-38	M/s Zodiac Energy Limited	2.799	3.00
8	TN-5	UG-FLS-45	M/s Zodiac Energy Limited	3.533	3.00
9	TN-5	UG-FLS-48	M/s Zodiac Energy Limited	1.762	3.00
10	TN-7	UG-FLS-2	M/s Pioneer Security Solutions Pvt. Ltd JV M/s Energy Asset Solutions Pvt. Ltd.	3.561	3.00
11	TN-11	UG-FLS-7	M/s Pioneer Security Solutions Pvt. Ltd JV M/s Energy Asset Solutions Pvt. Ltd.	1.632	3.00
12	TN-17	UG-FLS-15	M/s Zodiac Energy Limited	2.852	3.00
13	TN-21	UG-FLS-22	M/s GWE Infra Projects Private Limited JV M/s R D Solar Power	2.234	3.00
14	TN-24	UG-FLS-25	M/s GWE Infra Projects Private Limited JV M/s Jhamb Trading Company	1.990	3.00
15	TN-25	UG-FLS-27	M/s GWE Infra Projects Private Limited JV M/s Jhamb Trading Company	2.085	3.00
16	TN-30	UG-FLS-33	M/s GWE Infra Projects Private Limited JV M/s Krishna Biotech	2.741	3.00
17	TN-31	UG-FLS-34	M/s GWE Infra Projects Private Limited JV M/s Krishna Biotech	2.093	3.00
18	TN-36	UG-FLS-44	M/s Zodiac Energy Limited	1.239	3.00
19	TN-38	UG-FLS-47	M/s Zodiac Energy Limited	1.558	3.00
20	TN-41	UG-FLS-51	M/s Zodiac Energy Limited	1.199	3.00

(d) The petitioner craves relief of the Hon'ble Commission to allow further submissions, prayers, additions and alterations to this petition as may be necessary from time to time.

(e) Pass any other order as the Hon'ble Commission may deem fit and appropriate under the circumstances of the case, to avoid further delay and in the interest of justice.

DECLARATION

It is to declare that subject matter of the Petition has not been raised by the Petitioner before any other competent forum and that no other competent forum is currently seized of the matter or has passed any order in relation thereto.

Uttar Gujarat Vij Company Limited
-PETITIONER

Date: 14.09.2023
Place: Mehsana

NOTARY
J. M. Chowdhary
Dist. MEHSANA
REG. NO. 20077
GOVERNMENT OF INDIA

SERIAL NO. 2447
BOOK NO. 01
PAGE NO. 70
DATE 14-09-2023

AFFIDAVIT:

I, Mr Bhagubhai Pranami, son of Ganeshbhai Pranami, aged 53, residing at Gandhinagar, do solemnly affirm and state as under:-

1. **I am I/c Chief Engineer (P), Uttar Gujarat Vij Company Limited, in the Petitioner Company and am duly authorized by the said Petitioner to make this affidavit.**
2. **I say that the contents of the accompanying Petition are based on the records of the Petitioner Company maintained in normal course of business and believed by the Deponent to be true.**
3. **I say that the annexure is a true copy.**

DEPONENT

VERIFICATION:

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

Verified at Mehsana on 14th-September-2023.

DEPONENT

14-09-2023

NOTARIAL

Solenly Affirmed & Signe
BEFORE ME
Jayeshkumar M. Chaudhary
NOTARY
(GOVT. OF INDIA) MEHSANA
14-09-2023

Annexure-A

PM-KUSUM યોજનાના કોમ્પોનન્ટ-C હેઠળ ગ્રીડ કનેક્ટેડ કૃષિ પંપને સોલરાઇઝેશન કરવા અંગેની યોજનામાં સુધારો કરવા બાબત.

ગુજરાત સરકાર
ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ
ઠરાવ ક્રમાંક : EPCD/SLR/20/2022/0485/B1
સચિવાલય, ગાંધીનગર
તા. ૨૬/૦૭/૨૦૨૩

વંચાણે લીધા:

1) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૦૬.૧૧.૨૦૨૦ નો ઠરાવ ક્રમાંક : SLR/૧૧/૨૦૨૦/૮૫૧/બી૧.
2) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય (MNRE), ભારત સરકારની તા- ૦૪.૧૧.૨૦૨૦ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭- SPV ડીવીઝન
3) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય (MNRE), ભારત સરકારની તા- ૦૪.૧૨.૨૦૨૦ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭- SPV ડીવીઝન.

પ્રસ્તાવના:

કેન્દ્ર સરકારના નવી અને નવીનીકરણીય ઉર્જા મંત્રાલય(MNRE) દ્વારા ખેડૂતો માટે વંચાણે લીધેલ ક્રમાંક(૨) પરની તા. ૦૪.૧૧.૨૦૨૦ની કચેરી યાદીથી પ્રધાન મંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન(PM-KUSUM) યોજનાનું વિસ્તરણ કરીને ફીડર લેવલ સોલરાઇઝેશનનો સદર યોજનામાં સમાવેશ કરેલ છે. કેન્દ્ર સરકારના નવી અને નવીનીકરણીય ઉર્જા મંત્રાલય(MNRE) દ્વારા ખેડૂતો માટે વંચાણે લીધેલ (૩) પરની તા. ૦૪.૧૨.૨૦૨૦ની કચેરી યાદીથી પ્રધાન મંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન(PM-KUSUM) યોજનાના કોમ્પોનન્ટ-C હેઠળ ફીડર લેવલ સોલરાઇઝેશનના અમલીકરણ માટેની ગાઇડલાઇન્સને મંજુરી આપવામાં આવેલ છે. કેન્દ્ર સરકારની સદરહુ ફીડર લેવલ સોલરાઇઝેશનની યોજનાનો રાજ્યમાં અમલ કરવાની બાબત રાજ્ય સરકારની વિચારણા હેઠળ હતી.

સુધારા ઠરાવ:

સરકારશ્રીની પુખ્ત વિચારણાને અંતે, રાજ્યનાં ખેડૂતોના લાભાર્થે કેન્દ્ર સરકારની ફીડર લેવલ સોલરાઇઝેશન યોજનાનો રાજ્યમાં અમલ કરવા સારૂ ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગના વંચાણે લીધેલ ક્રમાંક (૧) પરના ઠરાવમાં નીચે મુજબની શરતો / જોગવાઇઓ ઉમેરવાનું આથી ઠરાવવામાં આવે છે:

(૧) આ યોજના હેઠળ એગ્રીકલ્ચર ફીડરનું સોલરાઇઝેશન કરી શકાશે. એગ્રીકલ્ચર ફીડર માટે કુલ વાર્ષિક પાવરની જરૂરિયાતનું મૂલ્યાંકન કરી, વાર્ષિક પાવરની જરૂરિયાતને પૂરી કરી શકે તેટલી ક્ષમતાનો સોલાર પાવર પ્લાન્ટ RESCO મોડથી બનાવવાનો રહેશે, જે ફીડરમાં પાવર સપ્લાય કરશે.

(૨) ફીડર લેવલ સોલરાઇઝેશનની કેન્દ્ર સરકારની ઉક્ત વંચાણે લીધેલ ક્રમાંક-(૩) પરની RESCO મોડ અંગેની ગાઇડલાઇન્સને અનુસરવાની રહેશે.

(૩) ફીડર લેવલ સોલરાઈઝેશન (PM KUSUM Component-C) યોજનામાં સમાવિષ્ટ ખેડૂતોને નીચે જણાવેલ શરતોને આધીન ઈન્સેન્ટીવ આપવામાં આવશે:

1. "ફીડરમાં સમાવિષ્ટ ખેતીવિષયક વીજ જોડાણ ધરાવતા ગ્રાહકો જો તેમના બેન્ચમાર્ક વીજવપરાશ કરતા ઓછો વીજ વપરાશ કરે તો કરેલ વીજ બચતના રૂા .૦.૧૦/- પ્રતિ યુનિટ પ્રમાણે આપવામાં આવશે.
2. સરેરાશ વીજ વપરાશની આકારણી કરવા માટે ડીસ્કોમ જે તે વિસ્તાર મુજબ વિવિધ પરિબળો ધ્યાને લેશે.
3. જો ફીડરનો T&D લોસ ૧૦%થી નીચે હશે તો જ ઇન્સેન્ટીવ આપવામાં આવશે.
4. જો ફીડર લેવલે પ્રતિ હો.પા .બેન્ચમાર્ક વીજ વપરાશ કરતા ઓછો વીજ વપરાશ થાય તો જ ઈન્સેન્ટીવ આપવામાં આવશે.
5. હોર્સ-પાવર બેઝ વીજ ગ્રાહકોએ પોતાના વીજ જોડાણમાં મીટર સ્થાપિત કરવાની સંમતિ આપ્યેથી નિયમોનુસાર ઈન્સેન્ટીવ મળવાપાત્ર થશે" .

(૪) PM-KUSUM યોજનાના કોમ્પોનન્ટ-C હેઠળ ગ્રીડ કનેક્ટેડ કૃષિ પંપને સોલરાઈઝેશન કરવા અંગેની યોજનાના ઉક્ત વંચાણે લીધેલ ક્રમાંક (૧) પરના ઠરાવની અન્ય તમામ જોગવાઈઓ યથાવત રહેશે.

(૫) આ સુધારા ઠરાવ આ વિભાગની સમાન ક્રમાંકની ફાઇલ ઉપર નાણા વિભાગની તા.૦૮/૦૬/૨૦૨૩ની નોંધ પર મળેલ અનુમતિ અન્વયે બહાર પાડવામાં આવે છે.

ગુજરાતના રાજ્યપાલ શ્રી ના હુકમથી અને તેમના નામે,

eSign Signed by: BHAKTI C SHAMAL
Organization Unit: Energy and Petrochemicals Department
Organization Name: GOVERNMENT OF GUJARAT
Date: 26 Jul 2023 (06:44 PM)

(ભક્તિ શામળ)
સંયુક્ત સચિવ
ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ

પ્રતિ,

૧. માન.રાજ્યપાલશ્રીના અંગત સચિવશ્રી, રાજભવન, ગાંધીનગર (અલગ પત્રથી)
૨. માન.મુખ્યમંત્રીશ્રીના અધિક મુખ્ય સચિવશ્રી, સચિવાલય, ગાંધીનગર
૩. માન.મંત્રીશ્રી(નાણાં, ઉર્જા અને પેટ્રો.)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૪. મુખ્ય સચિવશ્રીના સંયુક્ત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૫. અધિક મુખ્ય સચિવશ્રી(નાણા)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૬. અગ્ર સચિવશ્રી(ઉપેવિ)ના રહસ્ય સચિવશ્રી, સચિવાલય, ગાંધીનગર
૭. મેનેજીંગ ડાયરેકટરશ્રી,ગુજરાત ઊર્જા વિકાસ નિગમ લી., વડોદરા
૮. મેનેજીંગ ડાયરેકટરશ્રી, ઉત્તર ગુજરાત વીજ કંપની લી., મહેસાણા
૯. મેનેજીંગ ડાયરેકટરશ્રી, પશ્ચિમ ગુજરાત વીજ કંપની લી., રાજકોટ
૧૦. મેનેજીંગ ડાયરેકટરશ્રી, દક્ષિણ ગુજરાત વીજ કંપની લી., સુરત
૧૧. મેનેજીંગ ડાયરેકટરશ્રી, મધ્ય ગુજરાત વીજ કંપની લી., વડોદરા
૧૨. નિયામકશ્રી, ગુજરાત ઉર્જા વિકાસ એજન્સી, ઉદ્યોગ ભવન,ગાંધીનગર

૧૩. મુખ્ય વિદ્યુત નિરીક્ષકશ્રી અને શુલ્ક સમાહર્તાશ્રી, ઉદ્યોગભવન, ગાંધીનગર
૧૪. નાણાં સલાહકારશ્રી(ઉર્જા અને પેટ્રોકેમિકલ્સ), નાણાં વિભાગ, સચિવાલય, ગાંધીનગર
૧૫. વિભાગના સર્વે અધિકારીશ્રીઓ
૧૬. સિલેક્ટ ફાઇલ/નાયબ સેકશન અધિકારીશ્રીની અંગત ફાઇલ

રાજ્યમાં પ્રધાનમંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન (PM-KUSUM) યોજનાના કોમપોનન્ટ-C હેઠળ ગ્રીડ કનેક્ટેડ કૃષિ પંપનો સોલરાઈઝેશન કરવા અંગેની યોજના બાબત.

ગુજરાત સરકાર
ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ
ઠરાવ ક્રમાંક : SLR/11/2020/851/B1
સચિવાલય, ગાંધીનગર
તા. ૦૬/૧૧/૨૦૨૦

વંચાણે લીધા:

1) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૭.૦૬.૨૦૧૮ નો ઠરાવ ક્રમાંક:SLR/૧૧/૨૦૧૮/૨૨૮૪/બી૧
2) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૯.૦૯.૨૦૧૮નો ઠરાવ ક્રમાંક:SLR/૧૧/૨૦૧૮/ ૨૨૮૪/બી૧
3) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારનો તા-૦૮.૦૩.૨૦૧૯નો હુકમ ક્રમાંક ૩૨/૬૪૫/૨૦૧૭-SPV ડીવીઝન
4) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૨૨.૦૭.૨૦૧૯ ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-SPV ડીવીઝન
5) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૧૩.૦૮.૨૦૧૯ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-SPV ડીવીઝન
6) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૦૮.૧૧.૨૦૧૯ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭- SPV ડીવીઝન
7) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૩૧.૧૨.૨૦૧૯ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭- SPV ડીવીઝન
8) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારનો તા- ૧૯.૦૩.૨૦૨૦ નો હુકમ ક્રમાંક: ૩૨/૫૪/૨૦૧૮- SPV ડીવીઝન
9) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૦૧.૦૬.૨૦૨૦નો ઠરાવ ક્રમાંક SLR/૧૧/૨૦૧૯/૧૩૫૬/બી૧
10) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા-૨૭.૦૬.૨૦૨૦ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-SPV ડીવીઝન(પાર્ટ-૩)

પ્રસ્તાવના:

કેન્દ્ર સરકાર દ્વારા વર્ષ ૨૦૨૨ સુધીમાં ૧૦૦ ગીગા વોટ સોલાર પાવર ઉત્પાદનનો મહત્વાકાંક્ષી લક્ષ્યાંક રાખવામાં આવેલ છે. આ માટે કેન્દ્ર સરકારના નવી અને નવીનીકરણીય ઉર્જા મંત્રાલય(MNRE) દ્વારા ખેડૂતો માટે વંચાણે લીધેલ (3) ના તારીખ ૦૮.૦૩.૨૦૧૯ ના હુકમથી સોલાર પંપ સેટ્સ ઉપલબ્ધ કરાવવા અને ગ્રીડ કનેક્ટેડ સોલાર પાવર પ્લાન્ટ સ્થાપવા માટે પ્રધાન મંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન(PM-KUSUM) યોજનાને મંજુરી આપવામાં આવેલ છે. આ યોજનાના કોમપોનન્ટ-C હેઠળ દેશભરમાં ૧૦ લાખ ગ્રીડ કનેક્ટેડ કૃષિ પંપને સોલરાઈઝ કરવાની મંજુરી આપવામાં આવેલ. આ યોજનાની અમલવારી ગુજરાત રાજ્યમાં કરવા અંગેની દરખાસ્ત બાબત રાજ્ય સરકારની વિચારણા હેઠળ હતી.

ઠરાવ:

રાજ્ય સરકાર દ્વારા સઘન વિચારણાને અંતે રાજ્યનાં ખેડૂતોના લાભાર્થે કેન્દ્ર સરકારની પ્રધાન મંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન (PM-KUSUM) કોમ્પોનન્ટ-સી ગ્રીડ કનેકટેડ કૃષિ પંપને સોલરાઈઝ કરવાની યોજનાની અમલવારી ગુજરાત રાજ્યમાં MNREની આ યોજના અંગેની ગાઈડ લાઈન પ્રમાણે નીચેની શરતો તથા ધારાધોરણો મુજબ કરવા માટે આથી ઠરાવવામાં આવે છે:

શરતો:

(1) આ યોજનામાં ગ્રીડ સાથે જોડાયેલ સિંચાઈ હેતુ માટેના ખેતીવાડી વિજજોડાણ ધરાવતા અરજદારોનો તથા પિયત સહકારી મંડળી/સંગઠન અને ક્લસ્ટર આધારિત સિંચાઈ સિસ્ટમનો સમાવેશ થઇ શકશે.

(2) આ યોજના હેઠળ નાના અને સીમાંત ખેડૂતોને તથા સૂક્ષ્મ સિંચાઈ પદ્ધતિઓનો ઉપયોગ કરતા તે યોજના/સિસ્ટમ હેઠળ આવરી લેનારા ખેડૂતો/અરજદારોને પ્રાધાન્ય આપવામાં આવશે.

(3) જે તે ખેતીવાડી ફીડર પરના ઓછામાં ઓછા **૭૦% સુધી** ખેતીવાડી વીજ જોડાણ ધરાવતા ગ્રાહકો, આ યોજનામાં જોડાવા સહમતી આપે તેવા ફીડરનો આ યોજનામાં સમાવેશ થઇ શકશે.

(4) સરકારશ્રીની દિનકર યોજનામાં આવરી લેવાતા ખેતીવાડી ફીડરો ઉપરના ખેતીવાડી વીજ ગ્રાહકો પણ આ યોજનાનો લાભ લઈ શકશે. આ માટે જે તે કિસાન સૂર્યોદય યોજનાના ફીડર માટે ઉપરોકત ૭૦ % સમાવેશનું ધોરણ લાગુ પડશે નહીં, પરંતુ આવા ફીડરો ઉપર થ્રી ફેઝ વીજ પુરવઠો નિયમ મુજબ ૮ કલાક ચાલુ રહેશે. જે આવા ફીડરો ઉપર આ યોજનામાં જોડતા ખેતીવાડી ગ્રાહકોની સંખ્યા ૭૦ % સુધી પહોંચે ત્યારે ફીડરમાં દિવસ દરમ્યાન સૂર્યોદય થી સુર્યાસ્ત સુધી થ્રી ફેઝ વીજ પુરવઠો શરત નં. '11' મુજબ ચાલુ રાખવાનો રહેશે અને બાકીના યોજનામાં ના જોડાતા ગ્રાહકોનો થ્રી ફેઝ વીજ પુરવઠો શરત નં. '12' મુજબ રહેશે.

(5) ડાર્ક ઝોન વિસ્તારમાં ફકત સુક્ષ્મ પિયત પદ્ધતિનો ઉપયોગ કરતા હયાત વીજ જોડાણ ધરાવતા ખેડૂતો જ આ યોજનામાં જોડાઈ શકશે.

(6) આ યોજનામાં જોડાતા ખેડૂતો પોતાના ખેતરમાં તેમના સિંચાઇ હેતુના ખેતીવાડી વીજ જોડાણના કરારીત વિજભારને HP માંથી kW માં રૂપાંતરિત કરી, જેને kW ના ૧.૩૫ ગણા લેખે સોલાર ફોટોવોલ્ટિક પીવી સિસ્ટમ સ્થાપિત કરી શકશે.

(7) આ યોજનામાં જોડાતા ખેડૂતોને સોલાર સિસ્ટમ સ્થાપિત કરવાના કુલ ખર્ચના ૩૦ % રકમ કેન્દ્ર સરકારની સહાય (CFA) તરીકે, ૩૦ % રકમ રાજ્ય સરકારની સહાય (સબસિડી) તરીકે આપવામાં આવશે અને બાકીની ૪૦ % રકમ લાભાર્થી એટલે કે ખેડૂતે ભોગવવાની રહેશે.

(8) ઉપરોક્ત સબસીડી અને CFA ૭.૫ હોર્સપાવર (HP)ની ક્ષમતા સુધીના કરારીત વિજભાર ધરાવતા વિજજોડાણ માટે, તેના કરારીત વિજભાર(5.595 kW) ને ૧.૭૫ ગણા લેખે એટલે કે 9.79 kW (5.595 kW ×1.75) સોલાર ફોટોવોલ્ટિક પીવી સિસ્ટમ માટે જ મર્યાદિત રહેશે.

(9) આ યોજનામાં મળવાપાત્ર સોલાર સિસ્ટમ માટે ૭.૫ HP સુધીના જ કરારીત વિજભાર ધરાવતા ખેતીવાડી વીજ જોડાણનો સમાવેશ કરી શકાશે. ૭.૫ HPથી ઉપરના કરારીત વિજભાર ધરાવતા વીજ જોડાણો માટે સોલાર ક્ષમતા અને સબસીડી માટે ૭.૫ HPના ખેતીવાડી વીજ જોડાણને મળવાપાત્ર ક્ષમતા સુધી મર્યાદિત રહેશે.

(10) ખેડૂત અને જે તે વીજવિતરણ કંપની વચ્ચે વધારાની ઉત્પાદિત સોલાર વીજળીની ખરીદ-વેચાણ માટે ૨૫ વર્ષનો કરાર કરવામાં આવશે. આ કરાર દરમિયાન ખેડૂત દ્વારા ખેતીવાડી સિંચાઇ હેતુના વીજ વપરાશ ને બાદ કર્યા પછીની ગ્રીડમાં દાખલ કરેલ વધારાની સરપ્લસ (surplus) (net-injected) વીજળી જે તે વીજવિતરણ કંપની દ્વારા **₹૨.૮૩/યુનિટના** દરે ૨૫ વર્ષ સુધી ખરીદવામાં આવશે તથા નેટ ઇમ્પોર્ટના કિસ્સામાં પ્રવર્તમાન ખેતીવાડી વીજદર મુજબ ચૂકવણી કરવાની રહેશે. આ અંગેનો હિસાબ વર્ષાન્તે કરવાનો રહેશે. આ માટે માનનીય GERC દ્વારા નક્કી થયેલ દર માન્ય રહેશે.

(11) આ યોજનામાં સમાવેશ કરવામાં આવેલ ફીડરમાં સોલાર સિસ્ટમથી ઉત્પાદિત વીજળીને ગ્રીડમાં મોકલવા (inject કરવા) માટે દિવસ દરમ્યાન સૂર્યોદય થી સુર્યાસ્ત સુધી થ્રી ફેઝ વીજ પુરવઠો ચાલુ રાખવાનો રહેશે. ભૂગર્ભજળનું શોષણ (water exploitation) ઘટાડવા અને પાણીનો સંચય કરવાના હેતુથી યોજનામાં ભાગ લેતા ખેડૂતના પંપસેટને રાજ્ય સરકારની નીતિ મુજબ ૮ કલાક સીમીત વીજ પુરવઠો મળી રહે તે માટે ટેકનીકલ વ્યવસ્થા કરવાની રહેશે.

(12) જે તે ફીડરના આ યોજનામાં ન જોડાતા ગ્રાહકોનો થ્રી ફેઝ વીજ પુરવઠો પ્રવર્તમાન નીતિ મુજબ ૮(આઠ) કલાક મળવા પાત્ર રહેશે. ફીડરના મેનેજમેન્ટ, મોનીટરીંગ, એનર્જી એકાઉન્ટીંગ માટે અન્ય ઉપકરણ જેવા કે, નિરીક્ષક ડીવાઈસ/ Feeder Management System, ડેટા ચાર્જ અને ટ્રાન્સફોર્મરના અર્થીંગ, વિગેરેની રકમ રાજ્ય સરકારશ્રી તરફથી વધારાની ગ્રાન્ટ તરીકે આપવામાં આવશે.

(13) આ યોજનાના અમલીકરણ માટે ભારત સરકારના નવી અને નવીનીકરણીય ઉર્જા મંત્રાલયની (MNRE) ગાઇડલાઈન મુજબ પારદર્શી બીડીંગ પ્રક્રિયા અપનાવી એજન્સીઓ નિયત કરવાની રહેશે. આ એજન્સીઓએ કુદરતી આપત્તિઓ અને ચોરી સામે સ્થાપિત સિસ્ટમો માટે સિસ્ટમોના કાર્યાન્વિત થયાની તારીખથી ૫ વર્ષના સમયગાળા માટેનો ફરજિયાતપણે વીમો અને પાંચ વર્ષ માટે વાર્ષિક સમારકામ કોન્ટ્રાક્ટ(AMC) લેવાનો રહેશે તથા MNREની ગાઈડલાઈન મુજબ રીમોટ મોનીટરીંગ સિસ્ટમની વ્યવસ્થા કરવાની રહેશે.

(14) આ યોજનામાં સ્થાપિત થયેલ સોલાર સીસ્ટમમાં વપરાયેલ સોલાર સેલ અને સોલાર મોડ્યુલ, મોટરપંપ સેટ્સ, કન્ટ્રોલર, બેલેન્સ ઓફ સિસ્ટમ(BOS) વગર ભારતમાં ઉત્પાદિત થયેલ હોવા જોઈએ.

(15) સોલર સિસ્ટમની માલિકી પાંચ વર્ષ સુધી સરકારશ્રીની રહેશે. સોલર પેનલની સફાઈની જવાબદારી લાભાર્થીની રહેશે તથા લાભાર્થી પોતાની જમીનમાંથી સોલાર સિસ્ટમ અન્યત્ર ખસેડી શકશે નહી કે કોઈને તબદીલ કરી શકશે નહીં.

(16) જે સોલાર સિસ્ટમના સ્થાપન કર્યાના ૫ વર્ષની અંદર લાભાર્થી જમીનને બિનખેતીમાં રૂપાંતરીત કરાવે કે વેચાણ કરે તો તેણે સબસિડીની બી સંપૂર્ણ રકમ સરકારશ્રીમાં પરત કરવાની રહેશે.

(17) અરજદારને આ હેતુ માટે કેન્દ્ર સરકાર/રાજ્ય સરકારની બીજી કોઈ પણ યોજના હેઠળ અન્ય કોઈ લાભ મળી શકશે નહિ. જે અરજદારે સરકારશ્રીની બીજી કોઈ પણ યોજના હેઠળ કોઈ લાભ લીધો હોય તેવું જણાશે તો સબસીડીની રકમ તાત્કાલિક ધોરણે વસુલ કરવામાં આવશે.

(18) આ યોજનાના અમલીકરણ માટેની નોડલ એજન્સી ગુજરાત ઉર્જા વિકાસ નિગમ લિમિટેડ(GUVNL) રહેશે. આ યોજનાની અમલવારી જે તે વિસ્તારની વીજ વિતરણ કંપની દ્વારા કરવામાં આવશે અને તે બદલ MNRE ની માર્ગદર્શિકા મુજબ મળવા પાત્ર CFA ના ૨% સર્વિસ ચાર્જીસની સહાય MNRE દ્વારા કરવામાં આવશે.

(19) ઉપરોક્ત બાબતો સિવાય આ યોજના માટે વખતો વખત MNRE દ્વારા બહાર પાડવામાં આવતી ગાઈડ લાઈન/સુચન/નિયમો લાગુ પડશે.

(20) સદર યોજનાની જોગવાઈના અમલીકરણ કે અર્થઘટનની સમસ્યાનું નિવારણની સત્તા ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ ગુજરાત સરકારને હસ્તક રહેશે.

આ ઠરાવ આ વિભાગની સમાન ક્રમાંકની ફાઇલ ઉપર નાણા વિભાગની તા.૦૫/૧૧/૨૦૨૦ ની નોંધથી આપેલ અનુમતિ અન્વયે બહાર પાડવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

Date: 12/11/2020

	EE(P)	DE1(S)	DE2(S)	JE(CR)	EST

(ડૉ. નિસર્ગ જોષી)
નાયબ સચિવ
ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ

પ્રતિ,

૧. માન.રાજ્યપાલશ્રીના અંગત સચિવશ્રી, રાજભવન, ગાંધીનગર (અલગ પત્રથી)
૨. માન.મુખ્યમંત્રીશ્રીના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૩. માન.નાયબ મુખ્યમંત્રીશ્રીના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૪. માન.મંત્રીશ્રી(ઉર્જા)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૫. માન.રા.કે.મંત્રીશ્રી(ઉર્જા)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૬. મુખ્ય સચિવશ્રીના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૭. અધિક મુખ્ય સચિવશ્રી(નાણાં)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૮. અધિક મુખ્ય સચિવશ્રી(ઉપેવિ)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૯. મેનેજીંગ ડાયરેક્ટરશ્રી, ગુજરાત ઊર્જા વિકાસ નિગમ લી., વડોદરા
૧૦. મેનેજીંગ ડાયરેક્ટરશ્રી, ઉત્તર ગુજરાત વીજ કંપની લી., મહેસાણા
૧૧. મેનેજીંગ ડાયરેક્ટરશ્રી, પશ્ચિમ ગુજરાત વીજ કંપની લી., રાજકોટ
૧૨. મેનેજીંગ ડાયરેક્ટરશ્રી, દક્ષિણ ગુજરાત વીજ કંપની લી., સુરત
૧૩. મેનેજીંગ ડાયરેક્ટરશ્રી, મધ્ય ગુજરાત વીજ કંપની લી., વડોદરા
૧૪. નિયામકશ્રી, ગુજરાત ઉર્જા વિકાસ એજન્સી, ઉદ્યોગ ભવન,ગાંધીનગર
૧૫. મુખ્ય વિદ્યુત નિરીક્ષકશ્રી અને શુલ્ક સમાહર્તાશ્રી, ઉદ્યોગભવન, ગાંધીનગર
૧૬. નાણાં સલાહકારશ્રી(ઉર્જા અને પેટ્રોકેમિકલ્સ), નાણાં વિભાગ, સચિવાલય, ગાંધીનગર
૧૭. વિભાગના સર્વે અધિકારીશ્રીઓ
૧૮. સિલેક્ટ ફાઈલ/નાયબ સેક્શન અધિકારીશ્રીની અંગત ફાઇલ

Government of Gujarat
Energy and Petrochemicals Department
G. R. No: SLR/11/2020/Mini-185/B1
Sachivalaya, Gandhinagar
Date: 11 /12/2020

1. READ:

1) Energy & Petrochemicals Dept. G.R. No.SLR/11/2019/51/B1, Date: 06/03/2019.
2) MNRE,GoI's Order No. 32/645/2017-SPV DIVISION, Date: 08/03/2019.
3) MNRE,GoI's OM No. 32/645/2017-SPV DIVISION, Date: 22/07/2019.
4) MNRE,GoI's OM No. 32/54/2018-SPV DIVISION, Date: 13/08/2019.
5) MNRE,GoI's OM No. 32/645/2017-SPV DIVISION, Date: 31/12/2019.
6) MNRE,GoI's OM No. 32/645/2017-SPV DIVISION, Date: 13/11/2020.

2. **PREAMBLE**

The Government of Gujarat is committed for the development of renewable energy sector and more particularly solar power sector to curb the threats of effects of Climate Change and to provide clean and green energy for the future generations to come.

The State also aims to generate power on decentralized locations for its consumption locally as well as facilitating small investors to contribute in green energy generation through small scale solar power plants on decentralized basis.

The Central Government through its Ministry of New & Renewable Energy has launched Component-A of Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM-KUSUM) scheme for Decentralized Ground/Stilt Mounted Grid Connected Solar or other Renewable Energy Power Plants.

It is aimed at developing decentralized Solar energy and other renewable energy generation Plants of capacity up to 2 MW which could be connected directly to existing sub-stations of State Utility, thus saving in transmission system requirement apart from T&D losses. Such plants near these sub-stations may be developed, preferably by farmers, giving them an opportunity to increase their income.

The Renewable Energy based Power Plants (REPP) under the scheme would be implemented primarily on barren, uncultivable, fallow, pasturelands and marshlands of farmers. Agricultural land is also permitted under the scheme provided that solar plants are installed in stilt fashion (i.e. raised structure for installation of Solar panels) and with adequate spacing between panel rows for ensuring that farming activity is not affected. The RPG would be free to adopt any renewable energy source or technology while responding to the bid. However, in case of cultivable land with solar plants, the same may be installed on stilts, so that the farmers continue to cultivate the land, apart from getting the benefit of lease rent. In such a case DISCOM may also float bids (in case of specific substations) where setting up of solar projects on stilts may be mandatorily required, and bids for energy tariff invited accordingly.

3. RESOLUTION

Upon elaborate discussion and consultation with the concerned administrative departments of Government of Gujarat and various stakeholders, the State Government is pleased to announce that the Scheme for Decentralized Ground/Stilt Mounted Grid Connected Solar or other Renewable Energy Power Plants under Component A of PM-KUSUM Scheme is to be implemented in Gujarat state in consonance with MNRE's scheme guidelines and following terms and conditions:

1. The Solar Projects having size of 0.5 MW and above but not exceeding 2.00 MW installed and commissioned during the operative period of this Scheme shall qualify to be termed as "PM KUSUM-A PROJECTS" and be eligible for benefit of this Scheme. To support small farmers, the solar power projects smaller than 500 KW may be allowed based on techno-commercial feasibility.

2. REPP will be setup by individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/Water User associations (WUA) hereinafter called Renewable Power Generator (RPG).

3. In case of REPP being developed by a developer, the Net-Worth of the developer should not be less than Rs. 1.00 Crore per MW (of the capacity applied). This shall not be applicable for farmers cooperative or panchayats or Farmer Producer Organizations (FPO) /Water User associations (WUA) or farmers setting up REPP in their own lands.

4. Tariff applicable under this Scheme shall be as per following mechanism: The tariff contracted in the competitive bidding process conducted by GUVNL and adopted by GERC at which PPAs are signed for procurement of Solar Power from projects located outside Solar Park prevailing as on 31st March (computed based on simple average of such tariff discovered and contracted over six months ending on 31st March) of any given year *with an addition of* Rs. 0.20 per unit shall be the applicable tariff at which the PPAs shall be signed during the immediately succeeding period of April to September by DISCOMs with these Solar Projects under this Scheme and similarly the contracted tariff prevailing as on 30th September of any given year (computed based on simple average of such tariff discovered and contracted and adopted by GERC over six months ending on 30th September) *with an addition of* Rs. 0.20 per unit shall be the applicable tariff for PPAs to be signed during the immediately succeeding period of October to March. However, the above mechanism of applicable tariff shall be subject to approval of GERC and the DISCOMs shall take one time approval of GERC. The Rs. 0.20 per unit addition in tariff is allowed towards Rs.0.12 per unit for saving in transmission loss as power will be injected in distribution grid and Rs.0.08 per unit is to compensate for expensive land cost, higher capital investment and maintenance cost due to small size of projects.
   As the mechanism to determine tariff applicable is same as the "Policy of Development of Small Scale Distributed Solar Projects – 2019". The tariff

applicable for projects under "Policy of Development of Small Scale Distributed Solar Projects – 2019" can be made applicable/adopted under the "PM KUSUM - A SCHEME" subject to approval of GERC.

5. The above mentioned tariff shall be applicable for a PPA term of 25 years from Commercial Operation Date of the Projects.

6. The REPP Project shall be developed preferably on the land within 5 km radius of the substation, in order to avoid cost of transmission line and reduce transmission losses. In case the farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) etc. are not able to arrange equity required for setting up the REPP, they can opt for developing the REPP through developer(s) which will be considered as RPG in this case. In such a case, the land owner will get lease rent as mutually agreed between the parties. The lease rent may be in terms of Rs per year per acre of land or in terms of Rs per unit energy generated per acre of land area. The farmer(s) may opt for payment of lease rent directly in their bank account by the DISCOM, from the payment due to the developer.

7. **a. Notification of sub-station wise generation capacity**

GETCO shall assess and notify RE generation capacity that can be injected in to all 66/11 kV or 132/11 kV or 220/11 kV sub-station of rural areas and place such notification on its website for information of all stakeholders. To facilitate farmers willing to lease out their land for development of RE plants near above notified substation(s), as per provisions of this scheme, DISCOM may also place list of such farmers on their website. However, the leasing of land of any farmers will be a bi-partite agreement between the farmer and the developer and DISCOM will not be held responsible for failure in getting the land leased out to a developer. To meet additional demand DISCOM will augment the capacity of sub-station under IPDS or any other scheme.

b. Expression of Interest (EoI) for Short-listing of RPG

GEDA shall invite 66/11 kV or 132/11 kV or 220/11 kV sub-station wise EoI from RPG to participate in selection process for development of decentralized renewable power plants. The RPG shall submit their interest against the EoI as per the schedule notified by GETCO. An RPG will not be allowed to apply for more than one renewable power plant for a particular 66/11 kV or132/11 kV or 220/11 kV sub-station. The EoI of an RPG will also be disqualified if it is found that its proprietor/partner/director/member has also filed EoI as proprietor/partner/ director /member for another RPG for the same sub-station.

8. In case the total aggregate capacity of eligible applications received for a particular sub-station is less than or equal to the capacity notified for connectivity at the sub-station, LoA will be awarded to all eligible applicants for procurement of renewable power at a pre-fixed levelised tariff.

In case the total aggregate capacity of eligible application received for a particular sub-station is more than the capacity notified for connectivity at the sub-station, then DISCOM or any agency authorized by the DISCOM shall invite Bids from all these applicants, in such cases the prefixed levelised tariff will be the ceiling tariff for bidding. All eligible applicants will have to submit tariff bids within a prescribed time. Selection of bidders will be based on the lowest tariff offered in the ascending order as quoted by the bidders in the closed bid or e-reverse auction as the case may be. LoA will be awarded to all successful bidders.

9. The DISCOM or any agency authorized by the DISCOM may request to submit non-refundable processing fee from the interested RPGs, which in no case shall be higher than Rs. 5000 per MW or part thereof of the capacity applied for.

10. Gujarat Energy Developer Agency (GEDA) shall be the State Government Nodal Agency for facilitation and implementation of this Scheme. The nodal agency will facilitate and assist the Project Developers to undertake the activities like registration of projects, responding to queries and problems of Developers of Power Projects, issuing Commissioning certificates etc.

11. The RPG shall provide the following Bank Guarantees to DISCOM as follows:
    - Earnest Money Deposit (EMD) of Rs. 1 Lakh/MW in the form of Bank Guarantee along with EoI.
    - Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW within 30 days from date of issue of Letter of Award.

    The Bank Guarantees against EMD shall be returned to the selected RPG on submission of valid PBGs. The selected RPGs are required to sign PPA with the DISCOM in line with the timeline given in the Guidelines. In case, the selected RPG fails to execute the PPA within the stipulated time period, the Bank Guarantee equivalent to EMD shall be en-cashed by DISCOM as penalty. In case any bidder is not selected, DISCOM shall release the EMD within 15 days of the date of issue of LoA to selected RPG(s). The PBGs shall be valid for a period of 12 months from the date of issue of LoA for the REPP. The PBG will be returned to the RPG immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per provisions stipulated in the Guidelines.

12. The selected RPG shall commission the solar power plant within twelve months from date of issuance of LoA. The DISCOM is obliged to purchase power from that commissioned REPP any time after the issuance of LoA. A Committee duly constituted by GEDA comprising of DISCOM and GEDA officials will physically inspect the Plant in not more than 03 days from the date of receiving a call from the RPG and GEDA shall certify successful commissioning of the plant. In case any RPG fails to achieve COD within the stipulated period of twelve months, DISCOM shall encash the Performance Bank Guarantee (PBG) in the following manner:

    a. Delay up to two months - The PBG on per day basis and proportionate to the balance capacity not commissioned.

b. In case the commissioning of the solar power plant is delayed over two months, the PPA capacity shall stand reduced / amended to the Project capacity commissioned at the end of 11th month from date of issuance of Letter of Award.

In case of delays of plant commissioning due to the reasons beyond the control of the RPG, DISCOM after having been satisfied with documentary evidences produced by the RPG for the purpose can extend the time for commissioning date without any financial implications to the RPG.

13. **Commercial Operation Date (COD)**
The Commercial Operation Date (COD) shall be considered as the actual date of commissioning of the solar power plant as declared by the Commissioning Committee.

14. **Release of Performance Based Incentive to DISCOM**
DISCOM would be eligible to get PBI @ Rs. 0.40 per unit purchased or Rs. 6.6 lakh per MW of capacity installed, whichever is less, for a period of five years from the COD from MNRE as mentioned in MNRE's guideline.

15. **Clearances required from the State Government and other local bodies**
The RPG is required to obtain necessary clearances as required for setting up the REPP.

16. The Central Electricity Authority (CEA), GoI has published Central Electricity Authority (Technical Standards for connectivity to the Grid) Amendment Regulations, 2013, specifying various technical requirements for grid connection of renewable energy sources. These regulations and provisions of Grid Code, as amended from time to time, shall be binding to the Power Projects.

17. Interconnection voltages for projects upto2 MW shall be 11KV or 66 KV. The Interconnection voltages shall be governed as per GERC Regulations, as amended from time to time. However, the injection from MW Scale Projects shall be preferred directly in 66/132/220 KV Sub-station through a dedicated 11 KV feeder for better grid stability and reliability for injection of power.

18. Solar Project Developers shall be allowed to inject power at Interconnection Point, which shall be determined by DISCOM based on technical feasibility. The developers shall lay dedicated line at their own cost for evacuation of power up to Interconnection Point as per system study by DISCOM.

19. To optimize costs, Common dedicated evacuation line may be set up by a cluster of adjoining Developers with appropriate metering at their respective end of project as well as a common meter for such Project Developers at the Interconnection Point. Energy injection by each Solar Project at the receiving end shall be worked out on the basis of meter reading of common meter appropriately apportioned as

per the respective meter reading at the sending end meter of that Solar Project by DISCOM / SLDC / ALDC.

20. The electricity generated from the Solar Projects, shall be metered on 15-minute time block basis by DISCOM / ALDC / SLDC at Interconnection Point. For the purpose of energy accounting, solar generating projects shall provide ABT-compliant meters and RTUs at the interface points. Interface metering shall conform to the Central Electricity Authority (Installation and Operation of Meters) Regulations 2014 and amendment thereto. DISCOM / SLDC / ALDCshall stipulate specifications in this regard.

21. DISCOMs have to abide by the GERC Regulations and Orders from time to time. GERC has been deciding the overall RPO and sub-category wise procurement of Renewable energy Power from each Renewable energy Source. The DISCOMs shall buy Solar Power under this Scheme for meeting their RPO.

22. The Hon'ble Gujarat Electricity Regulatory Commission shall be guided by this Scheme while framing its rules, regulations and orders. The Solar Projects shall abide by the provisions of the GERC Regulation for forecasting and scheduling of Power Projects. The drawl of reactive power shall be charged as per the GERC order, as amended from time to time.

23. The Operation and Maintenance of dedicated evacuation line shall be carried out at the cost of the Project Developer as per applicable technical standards and best practices.

24. After commissioning of solar project, the installation shall not be allowed to be transferred inter se or from one location to another.

25. If there is any confusion or dispute about the meaning, intent or purpose of any provision of this Scheme, the interpretations given by Energy & Petrochemicals Department, Government of Gujarat shall be final and binding to all concerned.

This is issued with the concurrence of the Finance Department dated 12/10/2020 on the Department's file of even number.

By order and in the name of the Governor of Gujarat

(Dr. Nisarg Joshi)
Deputy Secretary to the Government

Copy To :-

- *The Principal Secretary to H.E. The Governor of Gujarat, Raj Bhavan, Gandhinagar.
- The Additional Chief Secretary to Hon. Chief Minister, Sachivalaya, Gandhinagar.
- The P.S. to Hon. Dy. Chief Minister, Sachivalaya, Gandhinagar.
- The P. S. to Hon. Minister (Energy), Sachivalaya, Gandhinagar.
- The P.S. to Hon. MoS (Energy), Sachivalaya, Gandhinagar.
- The Secretary, Ministry of Power, Govt. of India, Shram Shakti Bhavan, New Delhi.

- The Secretary, Ministry of New & Renewable Energy, CGO Complex, New Delhi.
- The Secretary, Central Electricity Regulatory Commission, New Delhi.
- The Chairman, Central Electricity Authority, New Delhi.
- The Joint Secretary to Chief Secretary, Sachivalaya, Gandhinagar.
- *The Secretary, GERC, Gift City, Gandhinagar.
- *The Registrar, Gujarat High Court, Ahmedabad.
- *The Secretary, Vigilance Commission, Gandhinagar.
- The Additional Chief Secretary, Finance Department, Sachivalaya, Gandhinagar
- The Principal Secretary, Climate Change Department, Sachivalaya, Gandhinagar
- *The Secretary, Gujarat Legislature Secretariat, Sachivalaya, Gandhinagar.
- The Resident Commissioner, Gujarat State, New Delhi.
- The Account General, Ahmedabad / Rajkot.
- All Departments of Secretariat, Sachivalaya, Gandhinagar.
- All Branches of Energy & Petrochemicals Department.
- The Chairman, Power Finance Corpo. Ltd. New Delhi.
- The Managing Director, Gujarat Power Corpo. Ltd., Gandhinagar.
- The Managing Director, Gujarat Urja Vikas Nigam Ltd., Vadodara.
- The Managing Director, Gujarat State Electricity Corpo. Ltd., Vadodara.
- The Managing Director, Gujarat Energy Transmission Corpo. Ltd., Vadodara.
- The Managing Director, Uttar Gujarat Vij Company Ltd., Mehsana.
- The Managing Director, Madhya Gujarat Vij Company Ltd., Vadodara.
- The Managing Director, Dakshin Gujarat Vij Company Ltd., Surat.
- The Managing Director, Paschim Gujarat Vij Company Ltd., Rajkot.
- The Director, Gujarat Energy Development Agency, Gandhinagar
- The Chief Electrical Inspector & Collector of Electricity Duty, Gandhinagar
- All Collectors.
- The Chief Executive Officer, Torrent Power Ltd., Lal Darwaja, Ahmedabad.
- Dy. Section Officer's select file.

***By Letter.**

રાજ્યમાં પ્રધાન મંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન (PM-KUSUM) યોજનાના કોમ્પોનન્ટ-B હેઠળ સ્ટેન્ડ એલોન ઓફ ગ્રીડ સોલાર ઉર્જા સંચાલિત સિંચાઈ પંપ સેટ્સ ઉપલબ્ધ કરાવવાની યોજના બાબત

ગુજરાત સરકાર
ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ
ઠરાવ ક્રમાંક: બજટ/૨૦૧૪/૧૪૪૭/બ૧
સચિવાલય,ગાંધીનગર
તારીખ:૧૯/૦૬/૨૦૨૦

વંચાણે લીધા:

(૧) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૫.૦૯.૨૦૧૪નો ઠરાવ ક્રમાંક :બજટ-૨૦૧૪-૧૪૪૭-૬૧
(૨) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૬.૦૯.૨૦૧૪નો ઠરાવ ક્રમાંક :બજટ-૨૦૧૪-૧૪૪૭-૬૧
(૩) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨.૦૨.૨૦૧૫નો ઠરાવ ક્રમાંક : બજટ-૨૦૧૪-૧૪૪૭-બ
(૪) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૧૯.૦૨.૨૦૧૫નો ઠરાવ ક્રમાંક : બજટ-૨૦૧૪-૧૪૪૭-બ
(૫) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૭.૦૫.૨૦૧૬નો ઠરાવ ક્રમાંક : બજટ-૨૦૧૪-૧૪૪૭-બ
(૬) મીનીસ્ટ્રી ઓફ ન્યુ એન્ડ રીન્યુએબલ એનર્જી(MNRE) વિભાગનો હુકમ ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૮.૦૩.૨૦૧૯
(૭)MNRE વિભાગની કચેરી ચાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૨૨.૦૭.૨૦૧૯
(૮) MNRE વિભાગની કચેરી ચાદી ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૧૩.૦૮.૨૦૧૯
(૯) MNRE વિભાગની કચેરી ચાદી ક્રમાંક:૩૨/૬૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૧૯.૦૮.૨૦૧૯
(૧૦) MNRE વિભાગનો હુકમ ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૧૫.૦૧.૨૦૨૦
(૧૧) MNRE વિભાગનો પત્ર ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૫.૦૨.૨૦૨૦
(૧૨) MNRE વિભાગનો પત્ર ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૭.૦૫.૨૦૨૦

પ્રસ્તાવના:

રાજ્ય સરકારના વંચાણે લીધેલ ક્રમાંક (૧) થી (૫) નિર્દિષ્ટ ઠરાવોથી રાજ્યના ખેડૂતોને નાણાકીય વર્ષ ૨૦૧૪-૧૫ થી "સોલાર ઉર્જા સંચાલિત સિંચાઈ પંપ સેટ્સ ઉપલબ્ધ કરાવવાની યોજના" અમલમાં મુકવામાં આવેલ હતી. જે અંતર્ગત માર્ચ-૨૦૧૮ સુધીમાં,૧૨૭૪૨ ખેડૂતોને સોલાર પંપ સેટ્સ આપવામાં આવ્યા છે. જેની કુલ એકત્રિત સોલાર ક્ષમતા ૬૬ મેગા વોટ છે.

કેન્દ્ર સરકાર દ્વારા વર્ષ ૨૦૨૨ સુધીમાં ૧૦૦ ગીગા વોટ સોલાર પાવર ઉત્પાદનનો મહત્વાકાંક્ષી લક્ષ્યાંક રાખવામાં આવેલ છે. આ માટે કેન્દ્ર સરકારના મીનીસ્ટ્રી ઓફ ન્યુ એન્ડ રીન્યુએબલ એનર્જી (MNRE) દ્વારા ખેડૂતો માટે તારીખ ૮.૩.૨૦૧૯ ના હુકમથી સોલાર પંપ સેટ્સ ઉપલબ્ધ કરાવવા માટે પ્રધાન મંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન (PM-KUSUM) યોજનાને મંજુરી આપવામાં આવેલ છે. MNRE દ્વારા તારીખ ૨૨.૭.૧૯ની કચેરી યાદીથી **કોમ્પોનન્ટ-A, B** અને **C** ની ગાઈડ લાઈન બહાર પાડવામાં આવેલ છે. જે અંતર્ગત **કોમ્પોનન્ટ-B** હેઠળ દેશભરમાં ૧૭.૫૦ લાખ સ્ટેન્ડ એલોન સોલાર ઉર્જા સંચાલિત કૃષિ સિંચાઈ પંપ આપવા માટે અમલવારીની શરતો સાથે કામગીરીની માર્ગદર્શિકા આપવામાં આવેલ છે.

આ યોજનામાં **PM-KUSUM કોમ્પોનન્ટ-B** હેઠળ ગુજરાત રાજ્યને **MNRE** દ્વારા શરૂઆતમાં ૪૦૦૦ સ્ટેન્ડ એલોન સોલાર પંપ લગાડવા માટે તારીખ ૧૫.૦૧.૨૦૨૦ ના હુકમથી મંજુરી આપવામાં આવેલ છે.

ઠ રા વ :

રાજ્ય સરકાર દ્વારા સઘન વિચારણાને અંતે રાજ્યનાં ખેડૂતોના લાભાર્થે કેન્દ્ર સરકારની પ્રધાન મંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન **(PM-KUSUM)** યોજનાના **કોમ્પોનન્ટ-B** હેઠળ સ્ટેન્ડ એલોન ઓફ ગ્રીડ સોલાર ઉર્જા સંચાલિત સિંચાઈ પંપ સેટ્સ ઉપલબ્ધ કરાવવાની યોજનાની અમલવારી **PM-KUSUM** યોજનાની ગાઈડ લાઈન પ્રમાણે નીચેની શરતો મુજબ કરવા આથી ઠરાવવામાં આવે છે.

આ યોજનાના અમલીકરણ માટેની નોડલ એજન્સી ગુજરાત ઉર્જા વિકાસ નિગમ લિમિટેડ (GUVNL) રહેશે તથા અમલવારી જે તે વિસ્તારની વીજ વિતરણ કંપની દ્વારા કરવામાં આવશે.

શરતો:-

A. આ યોજનામાં જ્યાં ગ્રીડ સપ્લાય ઉપલબ્ધ નથી તેવા ઓફ ગ્રીડ વિસ્તારમાં પિયત માટે/હયાત ડીઝલથી ચાલતા પંપ સેટને બદલવા માટે ખેડૂતોને સ્ટેન્ડ એલોન સોલાર એગ્રીકલ્ચર પંપ સ્થાપિત કરવા માટે સહાય કરવામાં આવશે. આ યોજનામાં હયાત ગ્રીડથી વિજજોડાણ આપવુ ટેકનીકલી શક્ય ન હોય તેમજ કોમર્શીયલી વાયેબલ (વ્યવહારૂ) ન હોય તેવા દુર-સુદુરના વિસ્તાર, જંગલ, ઓફ ગ્રીડ વિસ્તારમાં ડીઝલથી ચાલતા પંપ સેટને બદલવા માટે ખેત તલાવડી તથા સરફેસ વોટરથી પિયત સુવિધા ધરાવતા અરજદારોનો સમાવેશ કરવામાં આવશે.

B. આ યોજનામાં સોલાર ફોટોવોલ્ટેઇક સંચાલિત ઓફ ગ્રીડ આધારીત, કૃષિ હેતુ ૧ હો.પા., ૨ હો.પા., 3 હો.પા., ૫ હો.પા., ૭.૫ હો.પા. અને ૧૦ હો.પા.નાં ડી.સી./ એ.સી. સબમર્સીબલ

પંપ (પોટર ફિલ્ડ મોટર્સ), સરફેસ પંપ અને સબમર્સીબલ પંપ (ઓઈલ ફિલ્ડ મોટર્સ) સોલાર પંપનો સમાવેશ થઇ શકશે.

C. આ યોજના હેઠળ પિયત સહકારી મંડળી/સંગઠન અને ક્લસ્ટર આધારિત સિંચાઈ સિસ્ટમ પણ આવરી લેવામાં આવશે. જે કે, નાના અને સીમાંત ખેડુતોને પ્રાધાન્ય આપવામાં આવશે.

D. સિંચાઇના હેતુ માટે પાણીનો ઉપયોગ ઓછો કરવા માટે, સૂક્ષ્મ સિંચાઈ પદ્ધતિઓનો ઉપયોગ કરતા અથવા સૂક્ષ્મ સિંચાઇ યોજનાઓ હેઠળ આવરી લેનારા અથવા સૂક્ષ્મ સિંચાઇ સિસ્ટમની યોજનામાં જોડાનાર ખેડુતો/અરજદારોને પ્રાધાન્ય આપવામાં આવશે.

E. આ યોજનામાં લાભાર્થીને કુલ સીસ્ટમ ખર્ચના 30% રકમ કેન્દ્ર સરકારની સહાય (CFA) તરીકે, 30% રકમ રાજ્ય સરકારની સહાય (સબસીડી) તરીકે આપવામાં આવશે અને બાકીની ૪૦% રકમ લાભાર્થી એટલે કે ખેડુતે ભોગવવાની રહેશે.

ઉપરોક્ત સબસીડી/CFA ૭.૫ હો.પા. ની ક્ષમતા સુધીના પંપસેટ પુરતી મર્યાદિત રહેશે. ૭.૫ હો.પા. થી ઉપરની ક્ષમતાના પંપસેટ માટે ૭.૫ હો.પા. ના પંપસેટને મળવા પાત્ર સબસીડી લાગુ પડશે અને તફાવતની રકમ લાભાર્થીએ ભરવાની રહેશે.

F. ડાર્કઝોન વિસ્તારમાં નવા પંપ સેટને મંજુર કરવામાં આવશે નહી પરંતુ હયાત ડીઝલ પંપ સેટને સોલાર પંપમાં રૂપાંતરીત કરવા માટે અરજદારોએ સરકારશ્રીનાં પ્રવર્તમાન ધારાધોરણો અનુસાર સુક્ષ્મ પિયત પધ્ધતિનો અમલ કરવાનો રહેશે.

G. વધુમાં જ્યારે પણ ઓફ્ગ્રીડ વિસ્તારમાં કૃષિ વીજ જોડાણો માટેની વીજ ગ્રીડની આંતર માળખાકીય સુવિધાઓ પહોંચે ત્યારે આવા ઓફ-ગ્રીડ સોલાર પોટર પંપને ગ્રીડની ક્ષમતાના આધારે ગ્રીડ સાથે સરપ્લસ વીજળી ફીડ (FEED) કરવા જોડી શકાય. આ સરપ્લસ વીજળી સંબધિત વીજ વિતરણકંપની દ્વારા રાજ્ય સરકાર/જીઈઆરસીએ નક્કી કરેલ દરે ખરીદી શકાશે.

H. કેન્દ્ર સરકાર દ્વારા મળવાપાત્ર સબસીડીનો લાભ લેવા માટે GUVNL એ MNREની ગાઈડ લાઈન તથા સંદર્ભ દર્શિત કચેરી યાદી ક્રમાંક (૬) થી (૧૨) મુજબની કાર્યવાહી કરવાની રહેશે.

આ યોજનાનો લાભ લેવા ઈચ્છતા ખેડૂતો/અરજદારો માટેનાં માપદંડો/ ધારાધોરણો/ શરતો નીચે મુજબ રહેશે :-

(૧) જે અરજદારના નામે ઓછામાં ઓછી એક એકર જમીન અને તેમાં બોર/કુવો/ખેત તલાવડી હયાત હશે તેમને જ આ યોજનાનો લાભ મળી શકશે. આમ છતાં જે અરજદારની જમીનમાં બોર/કુવો/ખેત તલાવડી નહીં હોય છતાં અરજી કરેલ હશે તો આવા અરજદારોની અરજીનો અગ્રતાક્રમ હયાત બોર/કુવો/ખેત તલાવડી ધરાવતા અરજદારો પછી રહેશે. તેમજ લાભાર્થીને ફાળો ભરવાની જાણ કર્યા પછી બોર/કુવો/ખેત તલાવડી બનાવવા માટે બે માસનો સમય આપવાનો રહેશે.

(૨) લાભાર્થી એક જ સર્વે નંબરમાં અથવા પાસ પાસેના સંયુક્ત સર્વે નંબરો ગણતરીમાં લેતા એક જ માલિકીની કુલ ઓછામાં ઓછી એક એકર જમીન ધરાવતો હશે તો તે સદર યોજનામાં નોંધણી કરાવી શકશે. સદર કિસ્સામાં જમીન એક સાથે હોવી અનિવાર્ય રહેશે તથા લાભાર્થીને ૫ વર્ષ સુધી પરંપરાગત વીજ જોડાણ મળવા પાત્ર રહેશે નહી અને લાભાર્થી કે લાભાર્થીના વારસદારો તેવી માંગણી કરી શકશે નહી.

(૩) કૃષિ હેતુ પરંપરાગત વીજ જોડાણ માટે નોંધાયેલ તમામ અરજીઓ કે જેમાં અંદાજીત રકમ પાઠવેલ હોય અથવા જે અરજદારોએ અંદાજીત રકમ ભરપાઈ કરેલ હોય પરંતુ કામ શરુ ના થયું હોય તથા અગાઉ કૃષિ વીજજોડાણ માટે અરજીની નોંધણી કરાવેલ ન હોય એવા તથા તત્કાલ યોજનામાં વીજ જોડાણ મેળવવા રવીચ ઓવર/તબદીલ કરેલ તમામ અરજદારોને આ યોજનાનો લાભ મળી શકશે.

(૪) રાજ્ય સરકારની અગાઉની સોલાર પંપની યોજનામાં જે અરજદારે અરજી કરેલ હોય તેમને સોલાર પંપ કે પરંપરાગત વીજ જોડાણ હજુ સુધી મળેલ ન હોય તેઓ એક મહિનાની નિયત સમય મર્યાદામાં જુની નોંધણીની પાવતીની ઝેરોક્ષ નકલ સાથે અરજી કરશે તો આવા અરજદારોને અગ્રતા આપવામાં આવશે.

(૫) જે અરજદારોએ પરંપરાગત વીજજોડાણ માટે અંદાજીત રકમ ભરી દીધી હશે તેમને આ યોજનામાં ભરવી પડતી ફાળાની રકમ સામે આ રકમ સરભર કરી આપવામાં આવશે.

(૬) આ યોજનામાં અરજી કરનાર તમામ અરજદારોએ અરજીફોર્મ સાથે રૂ. ૧૦૦૦/- ડીપોઝીટ પેટે જે તે સંબંધીત પેટા વિભાગીય કચેરીમાં ભરવાના રહેશે. અરજદારે એમએનઆરઈ થકી EOI પ્રક્રિયાથી નિયત કરેલ સોલાર સિસ્ટમની કુલ કીંમતના ૪૦% ફાળાની રકમ તથા વધારાની ભરવાપાત્ર રકમ સંલગ્ન વીજ વીતરણ કંપનીની જે તે પેટા વિભાગીય કચેરી ખાતે એક મહિનામાં ભરપાઈ કરવાની રહેશે. આ રકમ ભરતી વખતે ડિપોઝીટની રકમ બાદ આપવામાં આવશે. ખાસ સંજોગોમાં ફાળાની ૪૦%ની રકમ એક મહિનામાં ન ભરી શકે તેવા કિસ્સામાં જે તે વીજ વિતરણ કંપનીના પ્રવર્તમાન નિયમ અનુસાર સમય મર્યાદા વધારી શકશે.

(૭) સોલાર પંપ અને તેને સંલગ્ન તમામ સાધનોની માલિકી પાંચ વર્ષ સુધી સરકારની રહેશે. આ સમયગાળો પૂર્ણ થયા બાદ લાભાર્થી પરંપરાગત કૃષિ વીજ જોડાણ માંગી શકશે. પરંતુ સોલાર પંપ સિસ્ટમને ગ્રીડ સાથે જોડવાની રહેશે અને તે માટે ગ્રીડ ટાઈ ઈન્વર્ટરનો થનાર ખર્ચ લાભાર્થીએ ભરવાનો રહેશે.

(૮) સોલાર પંપ, પેનલ તથા અન્ય માળખાની જાળવણી માટે જરૂરી ટ્રેન્સમીત્ર લાભાર્થીએ સ્વખર્ચે કરાવવાની રહેશે તથા સિસ્ટમની સંપૂર્ણ જવાબદારી લાભાર્થીની રહેશે તથા લાભાર્થી પોતાની જમીનમાંથી સોલાર ઉર્જા પંપ અન્યત્ર ખસેડી શકશે નહી કે કોઈને તબદીલ કરી શકશે નહીં.

(૯) સોલાર ઉર્જા પંપના સ્થાપન બાદ જે લાભાર્થી ૫ (પાંચ) વર્ષમાં પોતાની જમીનનું વેચાણ કરે/જમીનનો હેતુ ફેર કરાવે તો તેણે સબસીડીની તમામ રકમ સંબંધિત વીજ વિતરણ કંપનીને પરત કરવાની રહેશે.

(૧૦) સોલાર પેનલ દ્વારા ઉત્પન્ન થતી વીજળી ખેડૂત પોતાના વપરાશ માટે ઉપયોગ કરી શકશે. વીજ વીતરણ કંપની દ્વારા સોલાર ઉર્જાના વપરાશના યુનિટની નોંધણી કરવામાં આવશે પરંતુ તેનું બિલીંગ કરવામાં આવશે નહી. આ માટે કોઈ પણ પ્રકારનો વીજ દર (ટેરીફ) લાગુ પડશે નહી.

(૧૧) અરજદારને આ હેતુ માટે કરેલ એક જ સમાન રોકાણ માટે કેન્દ્ર સરકાર/રાજ્ય સરકાર ની બીજી કોઈ પણ યોજના હેઠળ અન્ય કોઈ લાભ મળી શકશે નહિ. જો અરજદારે સરકારશ્રીની બીજી કોઈ પણ યોજના હેઠળ કોઈ લાભ લીધો હોય તેવું જણાશે તો સબસીડીની રકમ તાત્કાલિક ધોરણે વસુલ કરવામાં આવશે.

(૧૨) ઉપરોક્ત બાબતો સિવાય વખતો વખત આ યોજના માટે MNRE દ્વારા બહાર પાડવામાં આવતી ગાઈડ લાઈન/સુચન/નિયમો લાગુ પડશે.

(૧૩) સદર યોજનાની જોગવાઈના અમલીકરણ કે અર્થઘટનની સમસ્યાનું નિવારણની સત્તા ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ, ગુજરાત સરકારને હસ્તક રહેશે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

(વિજયસિંહ વાઘેલા)
અધિક સચિવ
ઊર્જા અને પેટ્રોકેમિકલ્સ વિભાગ

પ્રતિ,

- માન. રાજ્યપાલશ્રીના અંગત સચિવશ્રી, રાજભવન, ગાંધીનગર (અલગ પત્રથી)
- માન. મુખ્યમંત્રીશ્રીના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
- માન. ઉર્જા મંત્રીશ્રીનાં અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
- માન. રાજ્ય કક્ષાના મંત્રીશ્રી (ઉર્જા) ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
- સર્વે માન. મંત્રીશ્રીઓના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
- સર્વે માન. રાજ્ય કક્ષાના મંત્રીશ્રીઓના અંગતસચિવશ્રી, સચિવાલય, ગાંધીનગર
- મુખ્ય સચિવશ્રીના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
- અ.મુ.સ.શ્રી (ઉર્જા અને પેટ્રોકેમિકલ્સ) ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
- અધિક મુખ્ય સચિવશ્રી (નાણાં) ના અંગત સચિવશ્રી, નાણાં વિભાગ, સચિવાલય, ગાંધીનગર
- મેનેજીંગ ડાયરેક્ટરશ્રી, ગુજરાત ઉર્જા વિકાસ નિગમ લીમીટેડ, વડોદરા
- મેનેજીંગ ડાયરેક્ટરશ્રી, ઉત્તર ગુજરાત વીજ કંપની લીમીટેડ, મહેસાણા

- મેનેજીંગ ડાયરેક્ટરશ્રી, પશ્ચિમ ગુજરાત વીજ કંપની લીમીટેડ, રાજકોટ
- મેનેજીંગ ડાયરેક્ટરશ્રી, દક્ષિણ ગુજરાત વીજ કંપની લીમીટેડ, સૂરત
- મેનેજીંગ ડાયરેક્ટરશ્રી, મધ્ય ગુજરાત વીજ કંપની લીમીટેડ, વડોદરા
- નિયામકશ્રી, ગુજરાત ઉર્જા વિકાસ એજન્સી, ગાંધીનગર
- નાણાંકીય સલાહકારશ્રી (ઉર્જા અને પેટ્રોકેમિકલ્સ), નાણાં વિભાગ, સચિવાલય, ગાંધીનગર
- મુખ્ય ઇજનેરશ્રી, ગુજરાત ઉર્જા વિકાસ નિગમ લીમીટેડ, વડોદરા
- વિભાગના સર્વે અધિકારીશ્રીઓ - વિભાગની સર્વે શાખાઓ
- સીલેક્ટ ફાઇલ/ ના. સે. અધિ. અંગત ફાઇલ

F. No. 32/645/2017-SPV Division
Government of India
Ministry of New and Renewable Energy
***

Block no. 14, CGO Complex,
Lodi Road, New Delhi -110003

Date: 04 December 2020

Office Memorandum

Subject: Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme

Vide OM of even number dated 04.11.2020, Ministry had issued scale-up and expansion of Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM) Scheme. Under the scaled up Scheme, a target of solarization of 7.5 lakh existing agricultural pumps has been kept through feeder level solarization under Component-C.

2. Under the above mentioned Order, it was also informed that guidelines for feeder level solarization under Component-C will be issued separately. Accordingly, in continuation of the above mentioned Order and Guidelines for PM KUSUM Scheme dated 22.07.2019 along with amendments and additions thereof, undersigned is directed to issue the Guidelines for implementation of feeder level solarisation under Component-C of PM-KUSUM Scheme.

3. This issues with approval of Competent Authority.

(Shobhit Srivastava)
Scientist-D

To

All concerned

Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme

1. Background

Ministry had issued detailed Guidelines for implementation of Component-C of PM-KUSUM Scheme on 8 November 2019. As per provisions of the PM-KUSUM Scheme, the grid connected agriculture pumps can be solarised with central and state subsidy of 30% each and farmer's contribution of 40%. The solar capacity allowed is up to two times of the pump capacity in kW and surplus power will be purchased by DISCOM. Since this component was to be implemented on pilot mode, flexibility was given to states for using different models like net-metering, replacing pump with BLDC pump or any other innovative model as deemed fit by the states.

Based on discussions held with states it has been decided to also include feeder level solarisation under Component-C of PM-KUSUM Scheme. Accordingly, these guidelines are being issued to provide broad implementation framework for feeder level solarisation.

2. Implementation Methodology

The Distribution Company (DISCOM)/Power Department will be the implementing agency for feeder level solarisation in their respective areas. However, state Government may appoint any other expert agency to help DISCOM for tendering and other related activities of installation of solar power plant for feeder level solarisation.

Where agriculture feeders have already been separated the feeders may be solarised under the scheme. This will lead to lower cost both in terms of lower capital cost and cost of power. Feeders having major load for agriculture may also be considered for solarisation under the Scheme. The requirement of total annual power for an agriculture feeder will be assessed and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder can be installed either through CAPEX mode or RESCO mode, which will supply solar power to that feeder.

For example, a feeder having annual power requirement of say 10 lakh units, the power can be supplied by solar power plant of capacity around 600 kW with CUF of 19%. Higher or lower CUF, depending upon the average solar insolation available in the areas, may be considered for assessing solar power capacity.

Feeder level solar power plant may be installed to cater to the requirement of power for a single feeder or for multiple agriculture feeders emanating from a distribution sub-station (DSS) to feed power at 11 kV or at the higher voltage level side of the DSS depending upon on factors like availability of land, technical feasibility, etc., and there is no cap of the capacity of solar power plant for feeder level solarisation.

The DISCOMs may identify land near DSS, get ownership of land or its lease rights, provide connectivity at DSS and lay sub-transmission line between DSS and solar power plant.

For the purpose of calculating CFA, the cost of installation of solar power plant has been estimated as Rs. 3.5 Cr/MW. Under the Scheme solarisation of pumps of any capacity is allowed, however, in case of pumps of capacity above 7.5 HP, the CFA will be limited to solar capacity for 7.5 HP pumps.

A. Implementation under CAPEX Model

For installation of feeder level solar power plant CFA of 30% (50% in case of NE States, hilly states/UTs and Island UTs) will be provided by central Government and balance will be met through loan from NABARD/PFC/REC. Concessional financing will be available for solarisation of agriculture pumps as RBI has already included this component under priority sector lending and MoAFW has included community level solarisation under Agriculture Infrastructure Fund. The current outlay on subsidy being presently provided for supply of electricity to agriculture pumps by State Government can be used to repay the loan in five to six years after which power will be available free of cost and outflow from State Government's exchequer on account of electricity subsidy for agriculture will come to an end. On an average power for agriculture will be required only for 150 days in a year, the electricity produced from the solar power plant in the remaining days will possibly provide an additional income to the DISCOM. If this is also used to pay off the loans taken from NABARD/PFC/REC, the loan can be repaid sooner.

Advance CFA up to 40% of the total eligible CFA will be released to DISCOMs on completion of tendering process and signing of work agreement with EPC contractor selected for installation of solar power plant. Balance CFA will be released on successful commissioning of solar power plant and plant starts supplying power to agriculture feeder(s). The process of tendering and signing of work agreement with EPC contractor should normally be completed by implementing agency within six months from the date of issuance of sanction by MNRE.

The DISCOM may carry-out operation and maintenance of the solar power plant. Alternatively, the EPC contractor who install the solar power plant may also be given task for O&M of plant and supply guaranteed solar power for 25 years. Payment for O&M of solar plant can be linked with energy production. In case of failure of solar power plant to supply required solar power for the complete 25 years of project life, the MNRE may direct the DISCOM to refund the CFA amount on prorata basis. An undertaking to this effect will be submitted by DISCOM to MNRE.

B. Implementation under RESCO Model

For installation of feeder level solar power plants through RESCO model, the developers will be selected on the basis of lowest tariff offered for supply of required solar power for a period of 25 years. The developer will get CFA @ 30% of the estimated cost of installation of solar power plant i.e. Rs. 1.05 Cr/MW (30% of Rs. 3.5 Cr/MW). The solar power supplied by RESCO developer would much cheaper than present cost of power delivered at distribution sub-station and therefore, DISCOM will save the amount equal to difference between the two. In the RESCO model the burden of electricity subsidy for agriculture will be reduced to the extent of difference mentioned above and not become zero as in case of CAPEX model, where once the loan is repaid, subsidy support from state Government is no longer required.

States may choose to provide upfront subsidy in lieu of electricity subsidy being given to agriculture consumers. This upfront subsidy from state could be in the form of VGF to RESCO developer, in addition to 30% CFA, to supply power to farmers of an agriculture feeder at present subsidised rates or any other rate fixed by state Government. For example, if present subsidised rate for agriculture is Rs. 1.50/kWh, the RESCO developer will be selected on the basis of lowest VGF bidded for supply of solar power at Rs. 1.50/kWh.

CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DISCOM on successful commissioning and declaration of Commercial Operation Date (COD) of solar power plant. The release of CFA to RESCO developer is subject to submission of bank guarantee equivalent to CFA amount. Bank Guarantee will be released in four lots of 25% each on successful operation of plant after 2.5 yrs, 5 yrs, 7.5 yrs and 10 yrs from CoD. For selection of RESCO developer and PPA, the Guidelines and model PPA issued by MNRE for implementation of Component-A of PM-KUSUM Scheme may be used, with suitable modifications. The maximum timeline allowed for commissioning of solar power plant by RESCO Developer will be nine months from the date of signing of PPA. The process of selection of RESCO Developer and signing of PPA should normally be completed by implementing agency within six months from the date of issuance of sanction by MNRE.

3. Feeder Separation:

Where agriculture feeders are not separated, loan for feeder separation will be available from NABARD/PFC/REC. Ministry of Power is also in process of finalising a Scheme to provide assistance for feeder separation. The savings on account of electricity subsidy on agriculture and the possible income from the surplus electricity generated by the solar power plant when it is not being used for irrigation can also be used to pay off the loan taken for feeder separation.

4. Water saving and enhancing farmers' income

The objective of Component-C of PM-KUSUM Scheme is to provide reliable day-time power to farmers, enhancing their income by purchasing surplus solar power and thus

incentivising them for saving water. In case of feeder level solarisation, farmers will get daytime reliable solar power for irrigation, but there is no provision of selling surplus solar power. Therefore, farmers can be incentivised for saving water and enhancing their income. The DISCOMs shall assess the average power requirement by farmers of an area depending upon various factors. This power requirement will be treated as their benchmark consumption. The DISCOMs shall incentivise farmers for consuming power less than benchmark consumption. Such saving of power shall be treated as surplus power injected by farmers and they will be paid by DISCOMs against this saved power at pre-determined tariff. This will be an important measure for conserving groundwater level.

5. Feeder level solarisation with enhanced capacity of solar plant

The state may choose to install feeder level solar power plant of capacity higher than capacity required for supplying power to agriculture feeder. The additional solar power generated may be used for supplying nearby rural/urban loads during day time or alternatively stored/banked for supplying power during evening hours for lighting/induction cooking and other household purposes. However, in this case CFA will be limited for solar capacity required for supplying power to the agriculture feeder.

6. Allocation of capacity and Service Charges

Under Component-C of PM-KUSUM Scheme solarisation of total 4 lakh grid connected pumps are targeted for sanction by 2020-21 and 50% of these are to be solarised through feeder level solarisation and balance 50% through individual pump solarisation. The Scheme being demand driven the capacity will be allocated to states depending upon demand raised by them. MNRE will request states to send their demand within given timeframe. The states may send their demand for individual pump solarisation or feeder level solarisation or both. The allocation of capacity will be made by Screening Committee headed by Secretary, MNRE. Implementing agency will get service charges as applicable under Scheme Guidelines.

7. System Specifications and Quality Control

All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules.

Thorough maintenance of selected agriculture feeders is required to maintain feeder availability during sunshine hours. This includes maintenance of DSS, sub-transmission/LT lines lines and distribution transformers, etc., on regular basis in a time bound manner.

8. Monitoring

It will be mandatory for DISCOMs to monitor solar power generation and performance of the solar power plant through online system. The online data will be integrated with central monitoring portal which will extract data from the State portals for monitoring of the scheme.

9. Interpretation of the Guidelines

In case of any ambiguity in interpretation of any of the provisions of these guidelines, the decision of the Ministry shall be final. The Guidelines would be reviewed by the Ministry from time to time and necessary modifications would be incorporated after getting approval of competent authority.

SE SOLAR GUVNL

From: Shobhit Srivastava <shobhit.srivastava@nic.in>
Sent: 20 May 2021 09:35
To: cetech guvnl; sesolar guvnl; de1solar guvnl; gedagoa@yahoo.com; pkn hareda; pkn2020 hareda; ajitpo hareda; info@anert.in; manoharan@anert.in; aneesh@anert.in; tredaagartala@gmail.com; md@jvvnl.org; XENDSM@jvvnl.org; md@upcl.org; do upcl; neerajkumar upcl; cmd@wbsedcl.in; Navjot Pal Singh Randhawa; pcbains@gmail.com; PARKASH CHAND BAINS; bhuvneshpatel bp; md@mahadiscom.in; mdmsedcl@gmail.com; mp jusnl; md@jvbnl.co.in; gmdsm work; md@bescom.co.in; cescgmt@gmail.com; md@hescom.co.in; gmt hescom; edinfra3@gmail.com; md@cescmysore.org; cmd@tssouthernpower.com; cmd@tsnpdcl.in; md jvvnl; umeshjaipur@yahoo.com; ce dsm3; avvnlseproject20 @gmail.com; seprojects mepdcl; dd mepdcl; cecr2018@gmail.com; secssjodhpur@gmail.com; ceremsedcl@gmail.com; cecomcseb@gmail.com; eedsmandmd hescom; gmdsm@bescom.co.in; secss jdvvnl; gm1@teda.in; tnebsankar in; pdsolartsredco@gmail.com; se@tsredco.telangana.gov.in
Cc: Jeevan Kumar Jethani; VELIVELA SRI; Himani Mehta; ADITYA GANGWAR
Subject: Calculation of CFA for Feeder Level Solarization under Component-C of the PM-KUSUM
Attachments: Feeder Level Solarization Guidelines.pdf

Sir/ Madam,

Please refer to the trailing mail regarding the calculation of solar capacity and resultant CFA under feeder level solarization component under the PM-KUSUM Scheme. The methodology as specified in the Guidelines was clarified to avoid any confusion on the same. It has, however, been noted that few agencies need clarity and support in this regard. In interest of seamless implementation, it has been decided that calculations worked out by SIAs may be reviewed by MNRE. It is, therefore, requested that ***all SIAs under feeder level solarization*** shall share the estimation of solar capacity and CFA calculated thereon with the Ministry so that discrepancy, if any, may be checked and rectified in the initial stage itself.

It has further been noted that few agencies are not attending the biweekly meetings on 1st and 3rd Tuesdays of every month and not responding to communications of the Ministry. In case such a non-responsive approach persists, the Ministry would be inclined to consider to consider sanctions in such cases.

Regards,

Shobhit Srivastava
Scientist-D
MNRE

From: "Shobhit Srivastava" <shobhit.srivastava@nic.in>
To: gedagoa@yahoo.com, hanifq@gmail.com, "pkn hareda" <pkn.hareda@gmail.com>, "pkn2020 hareda" <pkn2020.hareda@gmail.com>, "ajitpo hareda" <ajitpo.hareda@gmail.com>, tredaagartala@gmail.com, "Navjot Pal Singh Randhawa" <ceo@peda.gov.in>, pcbains@gmail.com, "pc banis" <pc.banis@punjab.gov.in>, "bhuvneshpatel bp" <bhuvneshpatel.bp@gmail.com>, md@mahadiscom.in, mdmsedcl@gmail.com, cecr2018@gmail.com, "rishi jseb" <rishi.jseb@gmail.com>, "sesolar guvnl" <sesolar.guvnl@gebmail.com>, "md" <md@bescom.co.in>, "gmdsm work"

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Cc: "Jeevan Kumar Jethani" <jethani.jk@nic.in>, "Himani Mehta" <himani.mehta@gov.in>, "VELIVELA SRI" <chaitanyavss.mnre@gov.in>
Sent: Monday, March 1, 2021 8:30:54 AM
Subject: Calculation of CFA for Feeder Level Solarization under Component-C of the PM-KUSUM

Sir/Madam,

This has reference to Guidelines for feeder level solarization issued vide Order dated 04.12.2020 (copy attached) and subsequent allocation of capacities in various States. Some SIAs have requested clarity for calculating CFA under this component.

It is hereby informed and emphasized that CFA for feeder level solarization will be available for the solar power capacity calculated as specified in the above-mentioned Guidelines.

As per the Guidelines, requirement of total annual power for an agriculture feeder shall be assessed by SIA/Discom and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder can be installed either through CAPEX mode or RESCO mode. For the purpose of calculating CFA, the cost of installation of solar power plant has been estimated at Rs. 3.5 Cr/MW.

CFA will available for capacity so calculated and any additional capacity which the State chooses to install would not be eligible for MNRE CFA. A sample calculation is shown below for ease of understanding.

Sample Calculation:

For example, a feeder supplying power to 200 farmers with an average pump capacity of 5 HP and an average consumption of 1000 units per annum per HP, the total annual power requirement of the feeder would be 200 X 5 X 1000 = 10,00,000 units or 10 lakh units, the power can be supplied by the solar power plant of capacity around 600 kW with CUF of 19%. (600 X 0.19 X 8760).

Please note that the actual load and power requirement will have to be worked out, instead of average capacity shown above for illustration.

In case further clarification is needed, it is suggested that SIA may send feeder details to us for calculation of solar power plant capacity and eligible CFA.

Regards

Shobhit Srivastava
Scientist-D
Ministry of New & Renewable Energy
Government of India
New Delhi

SE SOLAR GUVNL

From: Shobhit Srivastava <shobhit.srivastava@nic.in>
Sent: 12 March 2021 13:01
To: cetech guvnl; sesolar guvnl; de1solar guvnl; gedagoa@yahoo.com; hanifq@gmail.com; pkn hareda; pkn2020 hareda; ajitpo hareda; info@anert.in; manoharan@anert.in; aneesh@anert.in; tredaagartala@gmail.com; md@jvvnl.org; XENDSM@JVVNL.ORG; md@upcl.org; do upcl; neerajkumar upcl; cmd@wbsedcl.in; Navjot Pal Singh Randhawa; pcbains@gmail.com; PARKASH CHAND BAINS; bhuvneshpatel bp; md@mahadiscom.in; mdmsedcl@gmail.com; mp jusnl; md@jvbnl.co.in; gmdsm work; md; cescgmt; md; gmt hescom; edinfra3; md; se@tsredco.telangana.gov.in; cmd@tssouthernpower.com; cmd@tsnpdcl.in; md jvvnl; umeshjaipur; ce dsm3; avvnlseproject20@gmail.com; seprojects mepdcl; dd mepdcl; cecr2018@gmail.com; secssjodhpur@gmail.com; cmdkseb
Cc: Jeevan Kumar Jethani
Subject: Provision for enhancing farmers' income under feeder level solarization
Attachments: Guidelines for Implementation of Feeder Level Solarisation under Component-C.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Sir/ Madam,

Please refer to para-4 of the Feeder Level Solarization Guidelines issued on 04.12.2020 (attached) regarding water saving and enhancing farmers' income. To achieve the objective of increasing farmers' income following provision has been made in the above mentioned para:

"The DISCOMs shall assess the average power requirement by farmers of an area depending upon various factors. This power requirement will be treated as their benchmark consumption. The DISCOMs shall incentivise farmers for consuming power less than benchmerk consumption. Such saving of power shall be treated as surplus power injected by farmers and they will be paid by DISCOMs against this saved power at pre-determined tariff. This will be an important measure for conserving groundwater level."

You are, therefore, requested to ensure compliance of above mentioned instruction. Non-compliance may result in cancellation of the sanction.

Regards,

Shobhit Srivastava / शोभित श्रीवास्तव
Scientist 'D'/ वैज्ञानिक 'डी'
Off-grid & Decentralized Solar Division / ऑफ-ग्रिड और विकेंद्रीकृत सौर डिवीजन
Ministry of New & Renewable Energy / नवीन और नवीकरणीय ऊर्जा मंत्रालय
New Delhi / नई दिल्ली

Solar Plant Capacity Calculation Under Feeder Level Solarization

All SIAs are requested to take note of the following provisions of the Feeder Level Solarization Guidelines issued by MNRE on 04.12.2020 and instructions issued on queries received from the Implementation Agencies:

(i) The requirement of total annual power for an agriculture feeder will be assessed and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder can be installed either through CAPEX mode or RESCO mode, which will supply solar power to that feeder. For example, a feeder having annual power requirement of say 10 lakh units, the power can be supplied by solar power plant of capacity around 600 kW with CUF of 19%.

(ii) Average of consumption of last three years shall be considered for calculating the solar plant capacity as illustrated above.

(iii) Mixed feeders can also be solarized, however, MNRE CFA will be available based on capacity calculated for agriculture consumption.

(iv) Under the Scheme solarisation of pumps of any capacity is allowed, however, in case of pumps of capacity above 7.5 HP, the CFA will be limited to solar capacity for 7.5 HP pumps.

(v) For calculating consumption for pumps of capacity higher than 7.5 HP, for the purpose of calculating plant capacity eligible for MNRE CFA, average consumption of 7.5 HP pumps on the same feeder may be considered. This average consumption may be used in estimating consumption for all pumps of capacity higher than 7.5 HP.

(vi) The state may choose to install feeder level solar power plant of capacity higher than capacity required for supplying power to agriculture feeder. The additional solar power generated may be used for supplying nearby rural/urban loads during day time or alternatively stored/banked for supplying power during evening hours for lighting/induction cooking and other household purposes. However, in this case CFA will be limited for solar capacity required for supplying power to the agriculture feeder.

(vii) Since the projects are to be commissioned near the point of consumption, distribution losses would be reduced, therefore, losses shall not be considered in plant capacity estimation.

(viii) CUF shall be taken as per the solar insolation on site, however, CUF of minimum 19% shall be considered for calculation of plant capacity eligible for CFA. No restrictions to be made on installing DC capacity higher than total contracted AC capacity of the plant to help achieve higher CUF.

(ix) In case of unmetered connections, following methods may be followed for calculation of consumption:

a. Indexation approved by the State Electricity Regulatory Commission may be followed.

b. If both metered and unmetered connections are there on the same feeder, capacity-wise average of consumption of the metered connections may be extended to the unmetered connections. This shall be cross-checked with the feeder level meter.

c. Consumption on feeder level meters may be used for estimation of plant capacity. However, if pumps of capacity higher than 7.5 HP are there on such feeder, capacity may be calculated based on consumption reduced in proportion of the load if capacity capped at 7.5 HP and actual load on the feeder.

*****

F. No. 32/645/2017-SPV Division (Part-3)
Government of India
Ministry of New and Renewable Energy
***

Block no. 14, CGO Complex, Lodi Road, New Delhi -110003

Date: 11 May 2022

Office Memorandum

Subject: Amendment in provisions of bank guarantees in PM-KUSUM Scheme Guidelines - reg.

Under Para 3(I)(A)(g) of the PM-KUSUM Guidelines issued vide OM No. 32/645/2017-SPV Division dated 22.07.2019, on 'Bank Guarantees' related to Component-A of PM-KUSUM, it has been mentioned that:

"The RPG shall provide the following Bank Guarantees to DISCOM as follows:

- *Earnest Money Deposit (EMD) of Rs. 1 Lakh/MW in the form of Bank Guarantee along with EoI.*
- *Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW within 30 days from date of issue of Letter of Award.*

The Bank Guarantees against EMD shall be returned to the selected RPG on submission of valid PBGs. The selected RPGs are required to sign PPA with the DISCOM in line with the timeline given in the Guidelines. In case, the selected RPG fails to execute the PPA within the stipulated time period, the Bank Guarantee equivalent to EMD shall be encashed by DISCOM as penalty. In case any bidder is not selected, DISCOM shall release the EMD within 15 days of the date of issue of LoA to selected RPG(s). The PBGs shall be valid for a period of 12 months from the date of issue of LoA for the REPP. The PBG will be returned to the RPG immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per provisions stipulated in the Guidelines."

2. Undersigned is directed to convey that the requirement of separate PBG of Rs. 5 Lakh/MW has been removed and the above clause stands amended as given below:

"The Solar Power Generator (SPG) shall provide Earnest Money Deposit (EMD) of Rs. 1 Lakh/MW in the form of Bank Guarantee along with EoI. The EMD of Rs. 1 lakh per MW will be converted into PBG for the successful bidder, who has signed the PPA within stipulated time period. In case, the selected SPG fails to execute the PPA within the stipulated time period, the Bank Guarantee shall be encashed by DISCOM as penalty. In case, a bidder is not selected, DISCOM shall release the EMD within 15 days of the date of issue of LoA to selected SPG(s). The PBGs shall be valid for a period of 12 months from the date of issue of LoA for the Solar Energy Project. The PBG will be returned to the SPG immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per provisions stipulated in the Guidelines."

The above amendment in Component-A will apply prospectively to all projects which have not been physically set up on the date of issue of this OM.

3. Under Para 2(B) of the Guidelines for Solarization of Agriculture Feeders under Component-C of PM-KUSUM Scheme, issued vide OM No. 32/645/2017-SPV Division dated 04.12.2020, it has been mentioned that:

"CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DISCOM on successful commissioning and declaration of Commercial Operation Date (COD) of solar power plant. The release of CFA to RESCO developer is subject to submission of bank guarantee equivalent to CFA amount. Bank Guarantee will be released in four lots of 25% each on successful operation of plant after 2.5 yrs, 5 yrs, 7.5 yrs and 10 yrs from CoD."

4. Undersigned is directed to convey that that requirement of bank guarantee in the above clause has been removed and the clause stands amended as given below:

"CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DISCOM on successful operation and performance of the solar plant for two months after the commissioning, with at least one month CUF as per minimum CUF agreed in PPA. Further, a suitable clause in PPA shall be included to ensure that RESCO developer does not sell solar power to any other buyer except the concerned Discom during tenure of PPA, including penal provision calling for refund of proportionate CFA granted to the project by MNRE on violation of this condition. In case of any liquidation of assets of the solar power plant prior to completion of PPA period, the first charge shall be towards recovery of proportionate CFA granted to the project by MNRE."

The above amendment in Component-C will be applicable prospectively to all sanctions for feeder solarization issued by MNRE under the Scheme, except for the cases where bids are closed before issuance of this amendment.

5. This issues with approval of Competent Authority.

(Shubhit Srivastava)
Scientist-D

To

All concerned

F. No. 32/54/2018- SPV Division
Government of India
Ministry of New & Renewable Energy
*****

Block No.14, CGO Complex
Lodi Road, New Delhi 110003
Dated: 18 May 2022

ORDER

Subject: Sanction for Solarization of Agricultural Feeders under Component-C of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM)

With reference to demand received from various States for solarization of agricultural feeders under Component-C of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM) Scheme, I am directed to convey the sanction of President of India for following quantities of existing grid connected agricultural pumps to State Implementation Agencies (SIAs) under the said component:

S. No.	State Implementation Agency (SIA)	Sanctioned Quantity of Solarization of Existing Agricultural Pumps (Nos.)
1	Chhattisgarh State Power Distribution Company Limited (CSPDCL)	43265
2	Gujarat Urja Vikas Nigam Limited (GUVNL)	39332
3	Uttar Haryana Bijli Vitran Nigam Limited	4215
4	Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)	12455
5	Distribution Companies in Odisha*	1311
6	Punjab Energy Development Agency (PEDA)	13111
7	Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)	1311
	Total	**115000**

*State Government to finalize Discom-wise allocation and intimate to MNRE

3. SIAs shall follow all the terms and conditions stipulated in the Guidelines of the above mentioned Scheme issued vide Order no. 32/645/2017-SPV Division dated 22.07.2019 and amendments thereof, and Feeder Level Solarization Guidelines issued vide Order no. 32/645/2017-SPV Division dated 04.12.2020.

4. The requirement of total annual power for an agriculture feeder shall be assessed by the concerned SIA and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder can be installed either through CAPEX mode or RESCO mode, which will supply solar power to that feeder. For example, a feeder having annual power requirement of say 10 lakh units, the power can be supplied by solar power plant of capacity around 600 kW with CUF of 19%. Higher or lower CUF, depending upon the average solar insolation available in the areas, may be considered for assessing solar power capacity.

5. For the purpose of calculating CFA, the cost of installation of solar power plant has been estimated as Rs. 3.5 Cr/MW. Central Financial Assistance will be available at 30% of the estimated cost of installation of solar power plant i.e. Rs. 1.05 Cr/MW (30% of Rs. 3.5 Cr/MW). Feeders with connected agricultural pumps of any capacity can be solarized, however, feeder solarization capacity and the corresponding CFA will be worked out based on maximum agricultural pump capacity of 7.5 HP.

6. Timelines for implementation shall be as per the Scheme issued vide Order no. 32/645/2017-SPV Division dated 22.07.2019 and Feeder Level Solarization Guidelines issued vide Order no. 32/645/2017-SPV Division dated 04.12.2020 and amendments thereof.

7. If implemented in RESCO mode, concerned State Government may choose to provide upfront subsidy in lieu of electricity subsidy being given to agriculture consumers. This upfront subsidy from state could be in the form of VGF to RESCO developer, in addition to 30% CFA, to supply power to farmers of an agriculture feeder at present subsidised rates or any other rate fixed by state Government. For example, if present subsidised rate for agriculture is Rs. 1.50/kWh, the RESCO developer will be selected on the basis of lowest VGF bided for supply of solar power at Rs. 1.50/kWh.

9. SIAs shall carry out various activities as mentioned under Section on Responsibilities of State Implementation Agency under Component-C of the Guidelines, including creating awareness about the scheme. MNRE may retain a certain amount from service charge for nation-wide centralised IEC activities.

10. Eligible CFA and service charges would be released to SIAs as per provisions of Administrative Approval dated 08.03.2019 and terms and conditions stipulated in the Scheme Guidelines mentioned above.

11. SIAs will ensure use of indigenously manufactured solar panels with indigenous solar cells and modules. Further, the balance of system should also be manufactured indigenously. The vendor shall provide declaration to concerned SIA with a list of imported components used in the solarisation system.

12. SIA shall be liable for recovery of the whole or part amount of the CFA, with applicable penal interest, in case of non-compliance of the provisions of the Scheme/Sanction.

13. In terms of Rule 230 (7) of GFR 2017 and instructions of DoE, SIAs shall record the receipt of incentives and the expenditure therefrom in the EAT module of PFMS.

14. In terms of the Rule 230 (1) of GFR, concerned SIA will certify that they have not obtained or applied for grants for the same purpose or activity from any other Ministry or Department of the Government of India or State Government.

15. In terms of provisions contained in Rule 236(i) of GFR 2017, the account of concerned SIA shall be open to inspection by the sanctioning authority and audit (both by CAG of India and Internal Audit by the Principal Accounts Office of the MNRE), whenever the organization is called upon to do so.

16. SIAs will furnish year wise Utilization Certificate (UC) in the prescribed format of GFR-12(C) and Audited Statement of Expenditure (ASoE) along with detailed progress report periodically as per provisions of the scheme.

17. As per Rule 234 of GFR-2017, the sanction has been entered at S. No. 04 & Page No. 51 in the Expenditure Register of this Division.

18. This issues with the approval of Competent Authority.

(Shobhit Srivastava)
Scientist D
Phone No: 011-24360707/1016

To

Concerned SIAs/ Distribution Companies for Feeder Level Solarization under Component-C of PM-KUSUM Scheme

Copy to:

1. Principal Director of Audit, Scientific Dept., DG, ACR Building, IP Estate, N. Delhi
2. AG, CW & M.II (Science Audit), AGCR Building, New Delhi
3. Pay and Accounts Officer, MNRE
4. IFD, MNRE
5. Sanction folder

No. 32/645/2017-SPV Division
Government of India
Ministry of New and Renewable Energy
***

Atal Akshay Urja Bhawan,
Lodhi Road, New Delhi-110003
Dated: 1 August 2022

ORDER

Subject: Extension of Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan (PM-KUSUM).

This is in continuation to Order of even number dated 08 March 2019 regarding issuance of administrative approval of Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan (PM-KUSUM) and Order of even number dated 04 November 2020 regarding scale-up and expansion of the PM-KUSUM. Implementation Guidelines of the PM-KUSUM were issued vide OM dated 22.07.2019. Further, implementation guidelines for Component-C were issued on 08.11.2019 and for Feeder Level Solarization on 04.12.2020. Based on the feedback received from the stakeholders, amendments have been issued to these Guidelines from time to time.

2. The PM-KUSUM Scheme has been extended till 31.03.2026, with targets under the three components remaining unchanged and allowing inter-se transfer of quantities across Component-B and Component-C.

3. Along with the extension, the following amendments have been made to the implementation Guidelines of the Scheme:

i. Under Component-B and Component-C of the Scheme, Central Financial Assistance (CFA) will be available for pump capacity up to 15 HP to the individual farmers in the North-eastern States; UTs of Jammu & Kashmir and Ladakh; and the States of Uttarakhand and Himachal Pradesh. However, the CFA for pumps up to 15 HP will be restricted to 10% of the total installations.

ii. The condition of the domestic content requirement for solar cells has been waived off for the feeder level solarization under Component-C for the projects awarded by the implementing agency on or before 20.06.2023.

iii. Budgetary allocation of Rs. 10,000 Crore approved by CCEA will be utilized before accessing the extra-budgetary resources.

4. This Order is issued with the approval of the Competent Authority.

1/8/22

(Jeevan Kumar Jethani)
Sr. Director/Scientist-F

To

1. All Central Ministries and Departments;
2. Principle Director of Audit, Scientific Audit-II, DGACR Building, I.P. Estate, Delhi
3. ACS/Principal Secretaries/Secretaries (Energy Departments) of all States/UTs

4. State Implementation Agencies for all three components in all States
5. Pay & Accounts Officer, MNRE
6. Indian Banks Association (IBA)

Copy to:

1. PS to Hon'ble Minister for Power and New & Renewable Energy
2. Sr. PPS to Secretary, MNRE/ Sr. PPS to AS, MNRE/ PPS to JS & FA, MNRE/ PPS to JS(Solar), MNRE
3. All Advisers & Group Heads
4. Director (NIC) to upload this on the Ministry's website
5. Hindi section for Hindi version
6. Sanction folder

(Deevan Kumar Jethani)
Sr. Director/Scientist-F

F. No. 32/54/2018- SPV Division
Government of India
Ministry of New & Renewable Energy
*****

Atal Akshaya Urja Bhawan
Lodi Road, New Delhi 110003
Dated: 05 August 2022

ORDER

Subject: Sanction for Solarization of Agricultural Feeders under Component-C of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM)

With reference to demand received from various States for solarization of agricultural feeders under Component-C of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM) Scheme, I am directed to convey the sanction of President of India for following quantities of existing grid connected agricultural pumps to State Implementation Agencies (SIAs) under the said component:

S. No.	State Implementation Agency (SIA)	Sanctioned Quantity of Solarization of Existing Agricultural Pumps (Nos.)
1	Chhattisgarh State Power Distribution Company Limited (CSPDCL)	286735
2	Gujarat Urja Vikas Nigam Limited (GUVNL)	260668
3	Uttar Haryana Bijli Vitran Nigam Limited	27937
4	Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)	82545
5	Distribution Companies in Odisha*	8689
6	Punjab Energy Development Agency (PEDA)	86889
7	Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)	8689
	Total	762152

3. SIAs shall follow all the terms and conditions stipulated in the Guidelines of the above mentioned Scheme issued vide Order no. 32/645/2017-SPV Division dated 22.07.2019 and amendments thereof, and Feeder Level Solarization Guidelines issued vide Order no. 32/645/2017-SPV Division dated 04.12.2020.

4. The requirement of total annual power for an agriculture feeder shall be assessed by the concerned SIA and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder can be installed either through CAPEX mode or RESCO mode, which will supply solar power to that feeder. For example, a feeder having annual power requirement of say 10 lakh units, the power can be supplied by solar power plant of capacity around 600 kW with CUF of 19%. Higher or lower CUF, depending upon the average solar insolation available in the areas, may be considered for assessing solar power capacity.

5. For the purpose of calculating CFA, the cost of installation of solar power plant has been estimated as Rs. 3.5 Cr/MW. Central Financial Assistance will be available at 30% of

the estimated cost of installation of solar power plant i.e. Rs. 1.05 Cr/MW (30% of Rs. 3.5 Cr/MW). Feeders with connected agricultural pumps of any capacity can be solarized, however, feeder solarization capacity and the corresponding CFA will be worked out based on maximum agricultural pump capacity of 7.5 HP.

6. The process of tendering and signing of work agreement with EPC contractor shall be completed by the concerned SIA within six months from the date of issuance of sanction by MNRE. The maximum timeline allowed for commissioning of solar power plant by RESCO Developer will be nine months from the date of signing of PPA. SIAs shall submit progress reports and completion reports on the online portal for PM-KUSUM Scheme.

7. If implemented in RESCO mode, concerned State Government may choose to provide upfront subsidy in lieu of electricity subsidy being given to agriculture consumers. This upfront subsidy from state could be in the form of VGF to RESCO developer, in addition to 30% CFA, to supply power to farmers of an agriculture feeder at present subsidised rates or any other rate fixed by state Government. For example, if present subsidised rate for agriculture is Rs. 1.50/kWh, the RESCO developer will be selected on the basis of lowest VGF bided for supply of solar power at Rs. 1.50/kWh.

8. SIAs/ DISCOMs shall incentivise farmers for consuming power less than benchmark consumption. Such saving of power shall be treated as surplus power injected by farmers and they will be paid by DISCOMs against this saved power at pre-determined tariff.

9. SIAs shall carry out various activities as mentioned under Section on Responsibilities of State Implementation Agency under Component-C of the Guidelines, including creating awareness about the scheme. MNRE may retain a certain amount from service charge for nation-wide centralised IEC activities.

10. Eligible CFA and service charges would be released to SIAs as per provisions of Administrative Approval dated 08.03.2019 and terms and conditions stipulated in the Scheme Guidelines mentioned above.

11. The condition of domestic content requirement for solar cells has been waived off for the feeder solarization projects under Component-C for which work is awarded to the implementing company (EPC contractor in case of CAPEX or the RESCO Company) by 20.06.2023.

12. SIA shall be liable for recovery of the whole or part amount of the CFA, with applicable penal interest, in case of non-compliance of the provisions of the Scheme/Sanction.

13. In terms of Rule 230 (7) of GFR 2017 and instructions of DoE, SIAs shall record the receipt of incentives and the expenditure therefrom in the EAT module of PFMS.

14. In terms of the Rule 230 (1) of GFR, concerned SIA will certify that they have not obtained or applied for grants for the same purpose or activity from any other Ministry or Department of the Government of India or State Government.

15. In terms of provisions contained in Rule 236(i) of GFR 2017, the account of concerned SIA shall be open to inspection by the sanctioning authority and audit (both by CAG of India and Internal Audit by the Principal Accounts Office of the MNRE), whenever the organization is called upon to do so.

16. SIAs will furnish year wise Utilization Certificate (UC) in the prescribed format of GFR-12(A) and Audited Statement of Expenditure (ASoE) along with detailed progress report periodically as per provisions of the scheme.

17. As per Rule 234 of GFR-2017, the sanction has been entered at S. No. 09 & Page No. 52 in the Expenditure Register of this Division.

18. This issues with the approval of Competent Authority.

(Shobhit Srivastava)
Scientist D

To

Concerned SIAs/ Distribution Companies for Feeder Level Solarization under Component-C of PM-KUSUM Scheme

Copy to:

1. Principal Director of Audit, Scientific Dept., DG, ACR Building, IP Estate, N. Delhi
2. AG, CW & M.II (Science Audit), AGCR Building, New Delhi
3. Pay and Accounts Officer, MNRE
4. IFD, MNRE
5. Sanction folder

Gujarat Urja Vikas Nigam Limited

(An ISO 9001:2015 Certified Company)

Sardar Patel Vidyut Bhavan Race Course,
Vadodara-390007
(CIN U40109GJ2004SGC045195)

cetech.guvnl@gebmail.com | Tele (Di): (0265) 2340205

No. GUVNL/Tech/SolarCell/PM-KUSUM-C/FLS/ 521 Date: 04.03.2023

By E-mail

To,
The Managing Director
DGVCL/ MGVCL/ PGVCL/ UGVCL,
Corporate Office,
Surat/ Vadodara/ Rajkot/ Mehsana

Sub: Office Memorandum issued by MNRE regarding "Implementation of Feeder Level Solarisation under Component C of PM-KUSUM Scheme"

Ref: MNRE OM F.No.32/54/2018-SPV Division dated 24.02.2023

Respected Sir,

In connection to the subject cited above, MNRE vide F.No.32/54/2018-SPV Division dated 24.02.2023 has issued Office Memorandum regarding "Implementation of Feeder Level Solarisation under Component C of PM-KUSUM Scheme". Same is attached herewith.

This is for appropriate action after observing all the formalities, please.

Thanking you,

Yours faithfully,

4/3/23

(S S Modi)
Addl. Chief Engineer (Tech)

Encl: - As above
Cfwcs to:-
The Director (Tech), GUVNL

DE1 SOLAR GUVNL

From:	Sanjay Modi <cetech.guvnl@gebmail.com>
Sent:	02 March 2023 18:24
To:	Vala SE; GUVNL@Diwan; Ho.Alap Shah-Solar
Subject:	Fwd: OM regarding implementation of FLS under Component C of PMKUSUM
Attachments:	MNRE OM dated 24-2-2023 regading implementation of FLS under Component C of PMKUSUM.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

---------- Forwarded message ----------
From: adityagangwar.mnre@gov.in
Date: 02-Mar-2023 11:08 am
Subject: Fwd: OM regarding implementation of FLS under Component C of PMKUSUM
To:
md.apdcl@apdcl.org,ceecomceseb@gmail.com,ak.ambastha@espc.co.in,62tesharma@gmail.com,ramakant.ece@gmail.com,amal.sinhal@relianceada.com,ceo.sectt@relianceada.com,abhishek.r.ranjan@relianceada.com,g.sethi@tatapower-ddl.com,cetech.guvnl@gebmail.com,sesolar.guvnl@gebmail.com,gedagoa@yahoo.com,cecommercial@dhbvn.org,cecommercial@uhbvn.org.in,vinsood99@gmail.com,CEO Himurja <himurja-hp@nic.in>,ceojakeda2@gmail.com,mdjpdcl3@gmail.com,semrekathua@gmail.com,ceer2018@gmail.com,mdvitran@gmail.com,cerees@kseb.in," Managing Director M.P Urja Vikas Nigam ltd" <mduvn@mp.gov.in>,bhuvneshpatel.bp@gmail.com,ce.mpuvn1982@gmail.com,ceremsedcl@gmail.com,seprojects.mepdcl@gmail.com,ashok.oreda@gmail.com," Superintending Engineer-cum-Head of the Department, Electricity Department, Puducherry" <se1ped.pon@nic.in>,"M.P. Singh" <mpsingh@peda.gov.in>,rrec2016@gmail.com,ddh.hq.hort@rajasthan.gov.in,eesolarproj@tnebnet.org,pdsolartsredco@gmail.com,tredaagartala@gmail.com,ad_comm@rediffmail.com,cmd.tsecl@rediffmail.com,dirupneda@gmail.com
Cc: Jeevan Kumar Jethani <jethani.jk@nic.in>,Shobhit Srivastava <shobhit.srivastava@nic.in>

Sir/Mam,

Please find attached the OM dated 24.02.2023 which is self explanatory.

Regards

Aditya Gangwar
Scientist-'B'
MNRE

From: "Shobhit Srivastava" <shobhit.srivastava@nic.in>
To: "Swati" <swati.11@nic.in>
Cc: "Priya" <priya.mnre@gov.in>, "Jeevan Kumar Jethani" <jethani.jk@nic.in>, "adityagangwar mnre" <adityagangwar.mnre@gov.in>, sachinmunot@novatricetechnologies.com, "SHIV DAYAL" <shiv.dayal@nic.in>
Sent: Friday, February 24, 2023 6:49:26 PM
Subject: OM regarding implementation of FLS under Component C of PMKUSUM

Swati,

Please get the attached OM uploaded on MNRE portal under current notices section.

@Sachin: Please upload on PM-KUSUM central portal.

@Aditya Please circulate to SIAs under Component-A and C.

Regards

Shobhit Srivastava

From: "SHIV DAYAL" <shiv.dayal@nic.in>
To: "Shobhit Srivastava" <shobhit.srivastava@nic.in>, "adityagangwar mnre" <adityagangwar.mnre@gov.in>
Cc: "Jeevan Kumar Jethani" <jethani.jk@nic.in>
Sent: Friday, February 24, 2023 6:38:43 PM
Subject: Scan copy of MNRE OM dated 24-2-2023 regarding implementation of FLS under Component C of PMKUSUM

Sir

PFA.

Thanks and Regards,

Shiv Dayal
Assistant Section Officer
Atal Akshay Urja Bhawan,
Opposite CGO Complex,
Lodhi Road New Delhi-110003

F. No. 32/54/2018-SPV Division
Government of India
Ministry of New and Renewable Energy

***

Atal Akshay Urja Bhawan
Lodi Road, New Delhi -110003

Date: 24 February 2023

Office Memorandum

Subject: Implementation of Feeder Level Solarisation under Component C of PM-KUSUM Scheme.

Ministry of New & Renewable Energy (MNRE) is implementing PM-KUSUM Scheme and under Component-C of the Scheme, Feeder Level Solarisation (FLS) was also introduced, wherein instead of solarizing individual agriculture pumps, the agriculture feeders on which such pumps are connected can be solarized by installing a solar power plant of capacity sufficient cater to the load of agricultural consumers on the feeder. The solar power plants can be installed for a single or multiple agriculture feeders based on the technical feasibility and other parameters such as substation capacity, availability of land, transmission lines, etc. Under Component-A of PM-KUSUM Scheme also the solar power plants are being installed by the farmers at identified distribution substations where DISCOMs have assessed the solar capacity that can be injected into the grid through these substations. Ministry has issued guidelines for implementation of Component-A through participation of individual farmers/Group of farmers/Solar Power Developers/ Cooperatives/Panchayats/Farmers Producer Organisations. Under FLS, there is a provision of providing Central Financing Assistance (CFA) of Rs 1.05 crore/MW, whereas there is no provision of CFA in case of plants installed under Component-A. For plants installed under Component-A, the solar power is being purchased by DISCOMs at a tariff decided by the respective SERC or tariff discovered through bidding process, as the case may be. In case of FLS of Component-C, the plant can be installed on CAPEX mode by DISCOMs or through RESCO mode where the tariff will be discovered through bidding process.

2. There could be situations where for particular distribution substations, the solar power plants can be installed either under Component -A or under FLS of Component-C of the PM-KUSUM Scheme. In such situation, the DISCOMs would prefer to install solar power plant under Component-C as there is a provision for CFA in this component. Therefore, DISCOMs are advised that while bidding for installation of solar power plants under FLS of Component C, the qualification requirements may be kept at par with the guidelines issued by Ministry for Component-A and allowing all the eligible participants under Component-A to also participate under FLS of Component-C. This will facilitate achieving the Scheme objectives of making the *Annadata as Urjadata* and increasing the income of farmers.

(Shobhit Srivastava)
Scientist-D

To

All concerned State Implementation Agencies

32/54/2018-SPV Division-Part (1)
Government of India
Ministry of New and Renewable Energy

Atal Akshay Urja Bhavan
Lodhi Road, New Delhi 110003

Date: 12th July 2023

Office Memorandum

Subject: Amendment in the implementation guidelines of Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyaan (PM-KUSUM) Scheme

Vide OM 32/645/2017-SPV Division dated 22.07.2019, Ministry had issued guidelines for Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM). Vide OM of even number dated 04.11.2020, scale-up and expansion of PM KUSUM were issued. The detailed guidelines for implementation of FLS were issued vide OM dated 04.12.2020 and simplification where issued vide OM dated 14.12.2021. Further, the quantities under Component B and C were made fungible. Based on the implementation experience of PM KUSUM, it is observed that Component C is gaining traction among states, and is very important due to its universal access to agricultural feeders. Most of the pumps that are grid connected pumps are now being solarized. For carrying out bids under Component C (FLS), land was observed to be the main issue. On examination of existing arrangements being carried out by various states, it is observed that land aggregation model being implemented by Maharashtra is forward-thinking and meticulously planned. The intention is to take land on lease with commensurate lease rent for farmers, to make sure the availability of land for solar projects. Therefore, in order to facilitate the implementation of the PM KUSUM scheme and ease the process of land availability for solar power plants under Component C (FLS), the scheme is hereby modified with following modalities:

a) Identifying the substation

State Nodal Agencies/Implementing Agencies/ DISCOM will identify substations having downstream agriculture load along with the number of pumps connected to that substation. The annual power requirement for the agriculture feeders and the capacity of solar power plant that can cater to the power requirement for that agriculture feeder may be assessed. Preference may be given to the substations with 11/33 kV bus bars. The identification may include an assessment of:

- Latitude/longitude of substations
- Details of agriculture load served downstream
- MW capacity installed downstream
- Details of spare bay available at LV side
- Any other requirement

b) Land Lease Rate:

Land lease rates would be announced by the state government. Currently, the state of Maharashtra offers Rs 1.25 lakhs/hectare/year for private land or 6% of ready reckoner rate, whichever is higher, with a yearly 3% increment of the base rate, and Rs 1/hectare/year for public land for a period of 30 year. The states may decide similar competitive provisions. The Government will advertise these rates along with the list of substations and request farmers to offer their land on lease in the vicinity of the substations at the offered lease rent.

c) Development of Online portal

A dedicated online portal can be developed by the States/SIA/DISCOM which will serve as centralized portal for land aggregation. The state should have the details of identified substations. The portal may be developed by State/SIA/DISCOM. The States/SIA/DISCOMs will advertise their intention to take land on lease from the farmers along with a declaration of land lease rates. The farmers who wish to offer their land near the substation on lease may apply directly on the portal. They may also apply to the Tehsildar/District Magistrates. It would be the responsibility of the District Collector/District Magistrates to ensure that the offline applications received at their end from the framers to lease their land for the installation of solar power plants, are shared with DISCOM/SIAs. The DISCOM/SIA would update the same on online portal on regular basis.

d) Modalities for leasing

(i) Public Land: The State may facilitate by providing unutilized land on lease at a pre-decided annual rent. The state may also include their unutilized water bodies for the development of the projects.

(ii) Private Land: All the private land owners who are interested in providing their land for projects may be encouraged to offer their land through the above-mentioned portal. The revenue authority should also verify the authenticity of the land through the respective District Collectors/Magistrates. In order to protect the interest of land owner, the State may decide the amount of lease rent for the land along with annual escalation provisions.

Considering the land required for 1 MW is around 4-5 acres, contiguous land of a minimum of 5 acres and nearer to the substation would be given the preference.

e) Provision of SPV

The DISCOMs may form an SPV which can implement the project along with arrangements for leasing the land etc.

f) Lessee and Lessor Agreement

The Nodal Agency/DISCOM/SPV may also become the single entity to sign land lease agreements with all landowners. In such cases, the individual land owner need not interact with SPD and face uncertainty in timely lease payment. The nodal agency should sign an agreement with individual land owner and a tripartite agreement between DISCOM, Nodal Agency and Solar Power Developers may be worked out where payments are transferred to nodal agency for the purpose of lease rent.

Nodal agency will inform the District Collector/District Magistrate from time to time, about the requirement of land and get in touch with the farmers to lease their land for the purpose.

g) Selection of Solar Power Developers (SPD)

Since the scale of an individual solar project with substation is relatively small, therefore in order to get the benefit of economy of scale, as well as to attract much creditable Solar Power Developers, multiple substations may be grouped as one bidding group. The SPD may be permitted to quote the tariff common for all projects under one group and SPD may sign a single PPA with DISCOM.

For the project under this mechanism, the states are free to choose Renewable Energy Implementing Agencies of Government of India to act as an intermediatory procurer.

4. The above amendments are issued with the approval of the Competent Authority.

12/7/23

(Dr Nikhil Gakkhar)
Scientist C

To

All concerned

F. No. 32/045/2017-SPV Division
Government of India
Ministry of New and Renewable Energy
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Block-14, CGO Complex,
Lodhi Road, New Delhi
Dated: 22 July, 2019

Office Memorandum

Subject: Guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan Scheme.

This refers Ministry's OM of even number dated 8.3.2019 vide which sanction was issued for launch of New Scheme for Farmers covering following three Components:

i. Component A: 10,000 MW of Decentralized Ground Mounted Grid Connected Renewable Power Plants of individual plant size up to 2 MW.
ii. Component B: Installation of 17.50 lakh standalone Solar Powered Agriculture Pumps of individual pump capacity up to 7.5 HP.
iii. Component C: Solarisation of 10 Lakh Grid-connected Agriculture Pumps of individual pump capacity up to 7.5 HP.

2. The Scheme will be called as Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM KUSUM) Scheme. The operational Guidelines for implementation of the PM KUSUM Scheme are enclosed.

3. This issues with the approval of Competent Authority.

Enclosed: As above

(J K Jethani)
Scientist-E

To
All Concern

Ministry of New and Renewable Energy

Guidelines for Implementation of Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme

1. Background

As a part of Intended Nationally Determined Contributions (INDCs), India has committed to increase the share of installed capacity of electric power from non-fossil-fuel sources to 40% by 2030.

The Cabinet had approved scaling-up of solar power target from 20,000 MW of Grid Connected Solar power Projects to 1,00,000 MW by 2022.

While Large Scale Solar power generation projects are being installed to achieve the ambitious target of 100 GW of Solar Power generation by 2022, it has been planned to simultaneously develop decentralized Solar energy and other renewable energy generation Plants of capacity up to 2 MW which could be connected directly to existing 33/11 kV or 66/11 kV or 110/11 kV sub-stations of Distribution Company, thus saving in transmission system requirement apart from T&D losses. Such plants near these sub-stations may be developed, preferably by farmers, giving them an opportunity to increase their income by utilising their barren and uncultivable land for solar or other renewable energy based power plants. Cultivable land may also be used if the Solar plants are set up on stilts where crops can be grown below the stilts and sell RE power to DISCOMs.

Besides, developing decentralized renewable power, it is planned to replace Agriculture Diesel pumps with Solar Water pumps and Solarise Grid connected Agriculture pumps. At present, over 30 million agricultural pumps are installed in India, out of which nearly 10 million pumps are diesel based. The Distribution Companies (DISCOMs) are not in a position to energize these pumps through grid connection as seen from the long waiting lists with such Distribution Companies. Hence there is a need to provide energy to these pumps through solar energy. Also, over 20 million grid-connected agriculture water pumps installed in the country consume more than 17 percent of total annual electricity consumption of the country. Solarization of the same can reduce dependence of these pumps on conventional sources of energy supplied by DISCOMs and thus reducing their burden of subsidy on agriculture consumption of Electricity. This will also provide additional source of income to farmers who will be in a position to sell the surplus power to DISCOMs.

The new Scheme has provision for the decentralised renewable energy plants, Solar agriculture water pumps and solarisation of existing Grid connected Agriculture pumps.

2. Approval of the New Scheme for Farmers

The Government of India has launched New Scheme for Farmers with following components:

i. Component-A: Setting up of 10,000 MW of Decentralized Ground/ Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants;

ii. Component-B: Installation of 17.50 Lakh Stand-alone Solar Agriculture Pumps; and

iii. Component-C: Solarisation of 10 Lakh Grid Connected Agriculture Pumps.

The Component-A and Component-C will be implemented initially on pilot mode for 1000 MW capacity and one lakh grid connected agriculture pumps respectively and Component-B will be implemented in full-fledged manner with total Central Government support of Rs. 19,036.5 Crore.

After successful implementation of pilot project of Components A and C, the same shall be scaled up with necessary modifications based on the learning from the pilot phase with total Central Government support of ₹ 15,385.5 Crores.

All three components of the scheme aim to add Solar capacity of 25,750 MW by 2022 with the total Central Financial Support of ₹ 34,422 crore.

3. Implementation mechanism:

These guidelines have been formulated to provide broad implementation framework of the Scheme.

I. Component A: Setting up of 10,000 MW of Decentralized Ground/Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants

Under this component, solar or other renewable energy based power plants (REPP) of capacity 500 kW to 2 MW will be setup by individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/Water User associations (WUA) hereinafter called Renewable Power Generator (RPG). However, States/DISCOMs may allow setting-up of solar or other renewable energy based power plants of capacity less than 500 kW in specific cases. The REPP will be preferably installed within five km radius of the sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses.

The Distribution companies (DISCOMs) will notify sub-station wise surplus capacity which can be fed from such RE power plants to the Grid and shall invite applications from interested beneficiaries for setting up the renewable energy plants. The renewable power generated will be purchased by DISCOMs at a pre-fixed levelised tariff. In case, the aggregate capacity offered by Applicants is more than notified capacity for a particular sub-station, bidding route will be followed by DISCOMs to select Renewable Power generator and in such cases the pre-fixed levelised tariff will be the ceiling tariff for bidding. Selection of bidders will be based on the lowest tariff offered in the ascending order as quoted by the bidders in the closed bid or e-reverse auction as the case may be. A model PPA (Power Purchase Agreement) to be executed between RPG and DISCOMs has been prepared by MNRE and attached at Annexure-I. The duration of PPA will be 25 years from Commercial Operation Date (COD) of the project. The total energy purchased from these RE plants will be accounted for fulfillment of RPO by the DISCOM.

In case the farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA) etc. are not able to arrange equity required for setting up the REPP, they can opt for developing the REPP through developer(s) or even through local DISCOM, which will be considered as RPG in this case. In such a case, the land owner will get lease rent as mutually agreed between the parties. The lease rent may be in terms of Rs per year per acre of land or in terms of Rs per unit energy generated per acre

of land area. The farmer(s) may opt for payment of lease rent directly in their bank account by the DISCOM, from the payment due to the developer. A model Land Lease Agreement to facilitate the beneficiaries has been prepared by MNRE and is attached at Annexure-II. However, the terms of Land Lease Agreement may be finalised on mutual consent of concerned parties.

The REPP under the scheme would be implemented primarily on Barren / uncultivable land. Agricultural land is also permitted under the scheme provided that solar plants are installed in stilt fashion (i.e. raised structure for installation of Solar panels) and with adequate spacing between panel rows for ensuring that farming activity is not affected. The RPG would be free to adopt any renewable energy source or technology while responding to the bid. However, in case of cultivable land with solar plants, the same may be installed on stilts, so that the farmers continue to cultivate the land, apart from getting the benefit of lease rent. In such a case DISCOM may also float bids (in case of specific substations) where setting up of solar projects on stilts may be mandatorily required, and bids for energy tariff invited accordingly.

A. Selection and Implementation of Decentralised Renewable Energy Power Plants

a. Notification of sub-station wise generation capacity

DISCOM shall assess and notify RE generation capacity that can be injected in to all 33/11 kV or 66/11 kV or 110/11 kV sub-station of rural areas and place such notification on its website for information of all stakeholders. To facilitate farmers willing to lease out their land for development of RE plants near above notified substation(s), as per provisions of this scheme, DISCOM may also place list of such farmers on their website. However, the leasing of land of any farmers will be a bi-partite agreement between the farmer and the developer and DISCOM will not be held responsible for failure in getting the land leased out to a developer. To meet additional demand DISCOM will augment the capacity of sub-station under IPDS or any other scheme.

b. Expression of Interest (EoI) for Short-listing of RPG

DISCOM or any agency authorized by the DISCOM shall invite 33/11 kV or 66/11 kV or 110/11 kV sub-station wise EoI from RPG to participate in selection process for development of decentralised renewable power plants. The RPG shall submit their interest against the EoI as per the schedule notified by DISCOM. An RPG will not be allowed to apply for more than one renewable power plant for a particular 33/11 kV sub-station. The EoI of an RPG will also be disqualified if it is found that its proprietor/partner/director/member has also filed EoI as proprietor/partner/director /member for another RPG for the same sub-station.

The DISCOM or any agency authorized by the DISCOM may request to submit non-refundable processing fee from the interested RPGs, which in no case shall be higher than Rs. 5000 per MW or part thereof of the capacity applied for.

In order to ensure only quality systems are installed, prevailing MNRE/BIS specifications and quality control orders applicable for solar modules, inverters, BoS and other equipment shall be followed.

In case of REPP being developed by a developer, the Net-Worth of the developer should not be less than Rs. 1.00 Crore per MW (of the capacity applied). This shall not be applicable for

farmers cooperative or panchayats or Farmer Producer Organisations (FPO) /Water User associations (WUA) or farmers setting up REPP in their own lands.

c. Selection of REPP

In case the total aggregate capacity of eligible applications received for a particular sub-station is less than or equal to the capacity notified for connectivity at the sub-station, LoA will be awarded to all eligible applicants for procurement of renewable power at a pre-fixed levelised tariff.

In case the total aggregate capacity of eligible application received for a particular sub-station is more than the capacity notified for connectivity at the sub-station, then DISCOM or any agency authorized by the DISCOM shall invite Bids from all these applicants. All eligible applicants will have to submit tariff bids within a prescribed time. Selection of bidders will be based on the lowest tariff offered in the ascending order as quoted by the bidders in the closed bid or e-reverse auction as the case may be. LoA will be awarded to all successful bidders.

d. Connectivity with the sub-station

REPP of capacity up to 2 MW may be connected at 11 kV side of sub-station and the selected RPG will be responsible for laying of dedicated 11 kV line from REPP to sub-station, construction of bay and related switchgear at sub-station where the plant is connected to the grid and metering is done. The DISCOM will facilitate the RPG in getting right of way for laying of 11 kV line. Alternatively, RPG can get constructed the 11 kV lines through DISCOM by paying the applicable cost and other charges. RPG will be responsible for maintaining this dedicated 11 kV line. In case more than one bidders are awarded projects to be connected to same Sub-station, they shall be permitted to co-ordinate with each other for setting up common transmission line for feeding to Sub-Station if they so desire and with the approval of DISCOM. However, in North Eastern States, Sikkim, Jammu & Kashmir, Himachal Pradesh and Uttarakhand, Lakshadweep and A&N Islands, where States/UTs allows RE plants of capacity less than 500 kW the plant may be connected through LT line subject to technical feasibility and approval by DISCOM.

The RPG shall comply grid connectivity and other regulations as applicable.

e. Clearances required from the State Government and other local bodies

The RPG is required to obtain necessary clearances as required for setting up the REPP.

f. Power Purchase Agreement (PPA)

A copy of standard Power Purchase Agreement to be executed between the DISCOM and the RPG shall be provided by DISCOM along with invitation for submission of EoI. The model PPA agreement shall be as provided by MNRE (Copy enclosed). Within two months of the date of issue of Letter of Award (LoA) by DISCOM or any agency authorized by the DISCOM, the Power Purchase Agreement (PPA) will have to be executed by RPG. The PPA shall be for a period of 25 years from the date of COD. The DISCOM will be obliged to buy the entire power from RPG within the contract capacity. However, the RPG is required to achieve a minimum CUF of 15% on annual basis during the PPA period. However, in case of low Solar radiation zones, minimum CUF can be revised by concerned DISCOM. The RPG will be free to operate the plant after expiry of the 25 years of PPA period if other conditions like land

lease, etc., permits. However, any extension of the PPA period beyond 25 years shall be through mutual agreements between the RPG and DISCOM. As a payment security measure DISCOM will have to maintain LC and Escrow Arrangement as defined in the PPA.

g. Bank Guarantees

The RPG shall provide the following Bank Guarantees to DISCOM as follows:

- Earnest Money Deposit (EMD) of Rs. 1 Lakh/MW in the form of Bank Guarantee along with EoI.
- Performance Bank Guarantee (PBG) of Rs. 5 Lakh/MW within 30 days from date of issue of Letter of Award.

The Bank Guarantees against EMD shall be returned to the selected RPG on submission of valid PBGs. The selected RPGs are required to sign PPA with the DISCOM in line with the timeline given in the Guidelines. In case, the selected RPG fails to execute the PPA within the stipulated time period, the Bank Guarantee equivalent to EMD shall be en-cashed by DISCOM as penalty. In case any bidder is not selected, DISCOM shall release the EMD within 15 days of the date of issue of LoA to selected RPG(s). The PBGs shall be valid for a period of 12 months from the date of issue of LoA for the REPP. The PBG will be returned to the RPG immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per provisions stipulated in the Guidelines.

h. Commissioning

The selected RPG shall commission the solar power plant within nine months from date of issuance of LoA. The RPG may commission the REPP during this period of nine months and the DISCOM is obliged to purchase power from that commissioned REPP any time after the issuance of LoA. A duly constituted Committee of DISCOM officials will physically inspect the Plant in not more than 03 days from the date of receiving a call from the RPG and certify successful commissioning of the plant. In case any RPG fails to achieve this milestone, DISCOM shall encash the Performance Bank Guarantee (PBG) in the following manner:

a. Delay up to two months - The PBG on per day basis and proportionate to the balance capacity not commissioned.
b. In case the commissioning of the solar power plant is delayed over two months, the PPA capacity shall stand reduced / amended to the Project capacity commissioned at the end of 11th month from date of issuance of Letter of Award.

In case of delays of plant commissioning due to the reasons beyond the control of the RPG, DISCOM after having been satisfied with documentary evidences produced by the RPG for the purpose, can extend the time for commissioning date without any financial implications to the RPG.

i. Shortfall in minimum generation

During PPA, if for any year, it is found that the RPG has not been able to generate minimum energy corresponding to CUF of 15% or as prescribed by DISCOMs; such shortfall in performance shall make RPG liable to pay the compensation as provided in the PPA to the DISCOM. This will, however be relaxable to the extent of grid non-availability for evacuation, which is beyond the control of the RPG. Further, this compensation shall not be applicable in

events of Force Majeure identified under PPA with Discom affecting supply of solar power by RPG.

j. Commercial Operation Date (COD)

The Commercial Operation Date (COD) shall be considered as the actual date of commissioning of the solar power plant as declared by the Commissioning Committee.

k. Release of PBI to DISCOM

DISCOM would be eligible to get PBI @ Rs. 0.40 per unit purchased or Rs. 6.6 lakh per MW of capacity installed, whichever is less, for a period of five years from the COD. However, to avail the PBI, DISCOM shall submit following documents after completion of one year from the COD and every year thereafter till five years:

- Timely payment of monthly lease rent, if applicable, to the land owner of the project.
- Monthly units purchased from the plant and corresponding payment made to the project developer.

Applicable PBI would be released to the DISCOM after submission of these documents by DISCOM to MNRE.

B. Roles and responsibilities of stakeholders:

(i) Ministry of New and Renewable Energy:
MNRE shall allocate initial capacity of 1000 MW for Pilot Project to DISCOMs based on their demand and readiness for implementation. Pilot projects will be continuously monitored during implementation and also on completion to evaluate their success and a detailed report will be prepared for recommending further scaling up of the capacity under this component. Such evaluation may be done internally of through external agency as per decision of the MNRE.

Ministry will issue Model PPA and model Lease Agreement for implementation of the scheme.

MNRE will provide Procurement Based Incentive (PBI) to the DISCOMs @ 40 paise/kWh or Rs.6.60 lakhs/MW/year, whichever is lower, for buying solar/ other renewable power under this scheme. The PBI will be given to the DISCOMs for a period of five years from the Commercial Operation Date of the plant. Therefore, the total PBI that shall be payable to DISCOMs will be Rs. 33 Lakh per MW.

(ii) DISCOMs:
The DISCOMs shall have to send their demand for sanction under the scheme along with details on their readiness to implement the component A of the scheme.

The concerned DISCOM shall declare the renewable power capacity that can be connected to a 33/11 kV sub-station and carry-out the procedure for selection of RPG. On selection of RPG, DISCOMs shall issue the LoA and sign PPA with RPG. DISCOMs will provide connectivity at the sub-station to the selected RPG. The DISCOMs will ensure "must-run" status to the solar/ other renewable power plants installed under this scheme and will keep the feeders 'ON'

during sunshine hours of a day. They shall act as facilitator to the beneficiaries in implementation of this scheme.

In case, RPG has taken land from a farmer/group of farmers on lease for the project, the amount of monthly lease rent would be paid by the DISCOMs to the lessor directly in his/her bank account before 5th day of the month following the month for which the lease rent is due. In such a case, the lease rent paid by the DISCOM will be deducted from monthly payment due to the RPG.

(iii) State Nodal Agency (SNA):
State Nodal Agency (SNA) will coordinate with States/UTs, DISCOMs and farmers for implementation of the scheme. They will assist the farmers in project development activities including formulation of DPR, PPA/EPC contracts, getting funds from financial institutions, etc. For settlement of any issues arising during selection of solar/ other renewable energy based power plants and their implementation, a State level Committee under the chairmanship of Principal Secretary (Renewable Energy/Energy) will be setup by the participating State/UT and SNA of that State will be responsible to coordinate/organize the quarterly meetings of the State Level Committee. In addition, SNAs shall ensure publicity of the scheme and create awareness through advertisements etc, and also monitor the implementation of the scheme. The SNA will be eligible to get service charge of Rs.0.25 Lakh per MW after commissioning of the projects.

(iv) Renewable Power Generator (RPG):
Individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO) /Water User associations (WUA) or projects developer would be the RPG. They have to participate in the selection process to be carried out by DISCOMS. In case of selection, they have to sign PPA and install the plant as per provisions of these guidelines and applicable rules and regulations.

II. Component B: Installation of 17.50 Lakh Stand-alone Solar Pumps

Under this Component, individual farmers will be supported to install standalone solar Agriculture pumps of capacity up to 7.5 HP for replacement of existing diesel Agriculture pumps / irrigation systems in off-grid areas, where grid supply is not available. Installation of new pumps shall also be permitted under this scheme except in dark zone areas. Pumps of capacity higher than 7.5 HP may be allowed, however, the CFA will be limited to the CFA applicable for pump of 7.5 HP. Water User Associations and community/cluster based irrigation system will also be covered under this component. However, priority would be given to small and marginal farmers. In order to minimize the water usage for irrigation purpose, preference will be given to the farmers using Micro irrigation systems or covered under Micro irrigation schemes or who opt for micro irrigation system. The size of pump would be selected on the basis of water table in the area, land covered and quantity of water required for irrigation.

Solar PV capacity in kW for the pump capacity in HP will be allowed as per MNRE specifications under the scheme It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules. Further, the motor-pump-set, controller and balance of system should also be manufactured indigenously. The vendor has to declare the list of imported components used in the manufacturing of solar water pumping system.

CFA of 30% of the benchmark cost or the tender cost, whichever is lower, of the stand-alone solar Agriculture pump will be provided. The State Government will give a subsidy of 30%; and the remaining 40% will be provided by the farmer. Bank finance may be made available for farmer's contribution, so that farmer has to initially pay only 10% of the cost and remaining up to 30% of the cost as loan. In case the State Government provides subsidy more than 30%, the beneficiary share will reduce accordingly.

However, in North Eastern States, Sikkim, Jammu & Kashmir, Himachal Pradesh and Uttarakhand, Lakshadweep and A&N Islands, CFA of 50% of the benchmark cost or the tender cost, whichever is lower, of the stand-alone solar pump will be provided. The State Government will give a subsidy of 30%; and the remaining 20% will be provided by the farmer. Bank finance may be made available for farmer's contribution, so that farmer has to initially pay only 10% of the cost and remaining up to 10% of the cost as loan. In case the State Government provides subsidy more than 30%, the beneficiary share will reduce accordingly.

New Solar Agriculture pumps would not be covered under this component in Dark zones/black zones. However, existing standalone diesel pumps, can be converted into standalone solar pumps in these areas provided they use micro irrigation techniques to save water.

Possibilities would be explored by implementing agencies for convergence of present scheme with schemes on promotion of micro irrigation system and replacement of agriculture pumps with energy efficient pumps and they may work out the modalities in coordination with respective Ministries/Departments.

Further, whenever the grid reaches in the off-grid area, the stand alone Solar Agriculture Pumps can be connected to the grid to feed surplus power depending on grid capacity. DISCOMs may purchase this surplus power from the farmer at the rate decided by the respective State/SERC.

DISCOMs/ Agricultural Department/ Minor Irrigation Department / any other Department designated by State Government will be the implementing agencies for this component. 2% of the eligible CFA will be provided as service charges in totality to all the agencies involved in implementation including the designated State Implementing Agency. Part of service charges (to be decided by MNRE) shall be given to the central agency for centralised tendering. Additionally, some part of the service charge may also be retained by MNRE for nation-wide centralized IEC activities.

a. Allocation and procurement of pumps

State-wise allocation of solar pumps will be issued by MNRE once in a year or as and when required, after approval by a Screening Committee under the chairmanship of Secretary, MNRE. Much before the start of every financial year during the Scheme tenure, MNRE will call for submission of demand from the implementation agencies. Based on overall target for the year and the demand received from implementation agencies, MNRE will allocate quantity of pumps to the implementation agencies in the States. On acceptance of the allocated quantity by the implementation agencies and submission of detailed proposal as per MNRE format, within a given time period, final sanction will be issued by MNRE. MNRE will have the discretion to amend the sanction any time of the year after ascertaining the pace of progress in any particular state, or as per requirements of the scheme.

Implementing agencies will submit proposals through online portal to MNRE for approval. Offline proposals will not be accepted, unless MNRE has given a general exemption from the requirement of online submission to any agency for any specific period of time.

Proposals for new installations will only be considered by the Screening Committee. Proposals wherein the systems have already been installed/ under installation will not be considered for approval under the Programme by the Screening Committee.

There will be centralized tendering of solar water pumping system through Central PSUs. These CPSUs will carry out tendering process as per Guidelines and standards & specifications issued by MNRE. Any deviation shall normally be not permissible except in specific cases with the approval of Secretary, MNRE.

For centralized tendering the designated CPSUs may come out region-wise/State-wise tenders, however, their role will be limited to selection of bidders and discovery of rates. To ensure quality and post installation services only manufacturers of solar water pumps or controllers or manufacturers of solar panels would be allowed to participate in the bidding process. Normally, three bidders would be selected and they have to match L1 rates and the quantity allocated to those who agree to match the L1 rates them would be 50%, 30%, and 20% of the total tender quantity respectively in the ascending order of rates quoted by them. Number of bidders selected may vary depending upon the tender quantity. The selection of beneficiaries and implementation of scheme would be the responsibility of the State Implementation Agency. Cluster based approach would be used for allocation of districts to the selected bidders to optimize the resources and ensure quality services made available to the farmer. As far as possible contiguous districts would be allotted to the successful bidders, with the total requirements of pumps in the allocated area matching the quantity allotted to them.

Installation of 17.5 lakh Stand-alone Solar Water Agriculture Pumping Systems will create solar PV capacity of over 8000 MW. Since pumps are generally used for 150 days in a year, this capacity can be optimally utilized by using Universal Solar Pump Controller (USPC), through which farmer can use solar power for other activities like operating chaff cutter, floor mill, cold storage, drier, battery charges, etc., and increase his income. Option would be given to the farmer to opt for USPC and additional cost of solar PV pumping system with USPC would be discovered by the tendering agency. The entire additional cost for solar pumping system with USPC would be borne by the farmer. States/UTs may bear this additional cost to facilitate use of solar energy for other activities and increasing the income of farmers.

In all cases, the successful bidder shall provide AMC for five years from the date of installation, real time monitoring, helpline, district level service centres and comply standards of performance in dealing with complaints/redessal mechanism.

The Implementation Agency would also be responsible for carrying out publicity of the scheme so as to increase awareness amongst potential beneficiaries. For this purpose, apart from their own publicity content, they shall also be guided by advice of MNRE on this matter.

b. Installation timeline and Penalties

Projects for installation of solar Agriculture pumps systems shall be completed within 12 months from the date of sanction by MNRE. However, for North Eastern States including Sikkim, Jammu & Kashmir, Himachal Pradesh, Uttarakhand, Lakshadweep and A&N Islands

this time limit will be 15 months from the date of sanction. Extension in project completion timelines, up to a maximum period of three months, will be considered at the level of Group Head in MNRE and upto 6 months at the level of Secretary in MNRE on submission of valid reasons by the implementing agency. However, such extension will attract reduction in service charges to implementing agency as under:

a. 10% reduction in applicable service charges for delay of more than one month in completion of project.
b. Further reduction of 10% of service charges for delay of more than two month and up to three months.
c. Further reduction of 10% of service charges for delay of more than three month and up to six months
d. No service charges for delay in completion of more than six months.

No extension will be granted beyond six months and only the systems which are installed in all respects and commissioned within stipulated time period will be considered for release of CFA.

c. Release of funds

Funds up to 40% of the applicable CFA for the sanctioned quantity would be released as advance to the implementing agency only after placement of letter of award(s) to the selected vendors. The implementing agencies may pass on this fund to the selected vendors in different stages on achievement of various milestones as per terms and conditions of letter of award(s). Second installment up to 30% of the applicable CFA would be released on submission of UCs and SoE for the first release. The balance eligible CFA along with applicable service charges would be released on acceptance of the Project Completion Report in the prescribed format, Utilization Certificates as per GFR and other related documents by the Ministry.

d. Monitoring and maintenance

Selected vendors shall be responsible for design, supply, installation and commissioning of solar agriculture pumps. Vendors will mandatorily provide AMC for a period of 5 years from the date of commissioning of the systems including insurance coverage for the installed systems against natural calamities and theft. AMC will include inspection by Vendor at least once in a quarter and submission of quarterly inspection report of the installed pumps as per prescribed format. To ensure timely maintenance of the systems the vendor shall have one authorized service centre in each operational district and a helpline in local language in each operational State. Helpline number shall be indicated on the pump/ controller at suitable location easily visible to the user.

All solar Agriculture pumps sanctioned under the Programme shall be provided with remote monitoring system by the vendor. It will be mandatory to submit performance data of solar power plant online to MNRE in the manner and format prescribed by MNRE.

Monitoring of the Scheme and its implementation will be carried out during the period of implementation of the Scheme as is given below:

i. The implementing agency would be responsible for monitoring parameters such as end-use verification and compilation of statistical information.

ii. Implementing agencies will submit monthly progress report for the sanctioned projects.

iii. Funds may be released by implementing agency to the vendor on submission of bank guarantee equivalent to 10% of the cost of systems installed by that vendor for a period of five years. Alternatively, BG may be provided initially for a period of one year which may be extended on year to year basis thereafter.

iv. The Ministry officials or designated agency may inspect the ongoing installation or installed plants. In case the installed systems are not as per standards, non-functional on account of poor quality of installation, or non-compliance of AMC, the Ministry reserves the right to blacklist the vendor. Blacklisting may inter-alia include the following:

   a. The Vendor/Firm will not be eligible to participate in tenders for Government supported projects.

   b. In case, the concerned Director(s) of the firm/company joins another existing or starts/ joins a new firm/company, the company will automatically be blacklisted.

e. Responsibilities of Implementation Agency

The Implementing Agencies will be responsible for the following activities:

i. Demand aggregation for solar Agriculture pumps through online portal.

ii. Prepare proposal and submit to MNRE for sanction

iii. Oversee installation of systems.

iv. Inspection of installed systems and online submission of completion reports to MNRE.

v. Submission of utilization certificates and audited statement of expenditure through EAT module and disbursement of MNRE CFA.

vi. Online submission of monthly and quarterly progress reports.

vii. Ensure project completion within the given timelines and compliance of MNRE Guidelines and Standards.

viii. Online and offline maintenance for records.

ix. Real time monitoring through dedicated web-portal

x. Performance monitoring of installed system through third party

xi. Ensure compliance of AMC and training of locals by the vendors.

xii. Carrying out publicity of the scheme so as to increase awareness, for which purpose advice of MNRE may also be adopted apart from its own publicity.

xiii. Any other activity to ensure successful implementation of the programme.

III. Component C: Solarisation of 10 Lakh Grid Connected Agriculture Pumps

Under this Component, individual farmers having grid connected agriculture pump will be supported to solarise pumps. Solar PV capacity up to two times of pump capacity in kW is allowed under the scheme. However, State may specify lower solar PV capacity in kW, which

in any case shall be not be less than pump capacity in HP e.g. for 2 HP pump it will not be less than 2 kW. The farmer will be able to use the generated solar power to meet the irrigation needs and the excess solar power will be sold to DISCOMs. Water User Associations and community/cluster based irrigation system will also be covered under this component. However, priority would be given to small and marginal farmers. In order to minimize the water usage for irrigation purpose, preference will be given to the farmers using Micro irrigation systems or covered under Micro irrigation schemes or who opt for Micro irrigation systems.

Possibilities would be explored by implementing agencies for convergence of present scheme with schemes on promotion of micro irrigation system and replacement of agriculture pumps with energy efficient pumps and they may work out the modalities in coordination with respective Ministries/Departments.

It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules. Further, the balance of system should also be manufactured indigenously. The vendor has to declare the list of imported components used in the solarisation system.

CFA of 30% of the benchmark cost or the tender cost, whichever is lower, of the solar PV component will be provided. The State Government will give a subsidy of 30%; and the remaining 40% will be provided by the farmer. Bank finance may be made available for farmer's contribution, so that farmer has to initially pay only 10% of the cost and remaining up to 30% of the cost as loan. In case the State Government provides subsidy more than 30%, the beneficiary share will reduce accordingly.

However, in North Eastern States, Sikkim, Jammu & Kashmir, Himachal Pradesh and Uttarakhand, Lakshadweep and A&N Islands, CFA of 50% of the benchmark cost or the tender cost, whichever is lower, of the solar PV component will be provided. The State Government will give a subsidy of 30%; and the remaining 20% will be provided by the farmer. Bank finance may be made available for farmer's contribution, so that farmer has to initially pay only 10% of the cost and remaining up to 10% of the cost as loan. In case the State Government provides subsidy more than 30%, the beneficiary share will reduce accordingly.

Further, the CFA will be limited to Solar PV capacity up to two times of pump capacity in kW for pumps up to 7.5 HP. Solarisation of Pumps of capacity higher than 7.5 HP may be allowed, however, the CFA will be limited to the CFA applicable for pump of 7.5 HP in the respective State/UTs. This will help to create an avenue for extra income to the farmers, and for the DISCOMs to meet their RPO targets. The solar power fed in to the grid and solar power utilized by farmer both will be accounted for fulfillment of solar RPO by the DISCOM.

DISCOM may adopt any of the modalities for solarisation of pumps viz, (i) Net-metering: in this case the agriculture pump will continue to run at rated capacity taking power from solar panels and balance power from grid, if required, and in case solar power generation is higher than required by pump, the additional solar power would be fed to the grid; (ii) Pump to run on solar power only: in this case the pump will run from the solar power as in case of stand-alone solar pump and no power will be drawn from the grid for operation of pump. In case solar power generation is higher than required by pump, the additional solar power would be fed to the grid.

DISCOMs /GENCO/ any other Department designated by State Government will be the implementing agencies. 2% of the eligible CFA will be provided as total service charges to all agencies implementing the scheme including the designated State Implementing Agencies. In case of centralised tendering, some percentage/fixed amount out of service charges (to be decided by MNRE) shall be given to the central agency. MNRE may also retain a certain amount from service charge for nation-wide centralised IEC activities.

This component will be applicable to farmers already connected to grid. Feeder-wise implementation is proposed to be carried out. All agriculture pumps in a feeder will be solarised, however, States may impose a minimum solarisation requirement for a feeder in terms of minimum % of pumps solarized on that feeder.

In case of dark zones/black zones only existing grid connected pumps will be solarized provided they use micro irrigation techniques to save water.

Possibilities would be explored by implementing agencies for convergence of present scheme with schemes on promotion of micro irrigation system and replacement of agriculture pumps with energy efficient pumps and they may work out the modalities in coordination with respective Ministries/Departments.

DISCOMs will purchase excess power from the farmer at the rate decided by the respective State/SERC. The DISCOMs will ensure "must-run" status to the solarised feeders and will keep such feeders 'ON' during sunshine hours of a day.

It will be mandatory for implementing agency to create remote monitoring system to monitor performance of the system post-installation.

States may also formulate state specific policy for grid connected solar pumps, customised to needs of the respective State, keeping the broad framework provided by MNRE intact.

a. Allocation of solarisation capacity and procurement

State-wise allocation for solarisation of pumps will be issued by MNRE once in a year, after approval by a Screening Committee under the chairmanship of Secretary, MNRE. In the beginning of every financial year during the Scheme tenure, MNRE will call for submission of feeder-wise demand for solarization. Based on overall target for the year and the demand received from implementation agencies, MNRE will allocate solarization capacity to the implementation agencies in the States. On acceptance of the allocated quantity by the implementation agencies and submission of detailed proposal as per MNRE format, with in a given time, final sanction will be issued by MNRE.

As per approval, the component is to be implemented on pilot mode for initial one lakh grid connected agriculture pumps and accordingly, initially this capacity will be allocated by MNRE to implementing agencies based on their demand and readiness for implementation of the component. Pilot projects will be continuously monitored during implementation and also on completion to evaluate the success of pilot run and a detailed report will be prepared for recommending further scaling up of the capacity under this component. Such evaluation may be done internally of through external agency as per decision of the MNRE.

Implementing agencies will submit proposals through online portal to MNRE for approval. Offline proposals will not be accepted, unless MNRE has given a general exemption from the requirement of online submission for any specific period of time.

Proposals for new installations will only be considered by the Screening Committee. Proposals wherein the pumps are already solarized prior to sanction of MNRE will not be considered for approval under the Scheme by the Screening Committee.

MNRE may specify either a centralized tendering of solarisation system through Central PSUs or by the State Implementation Agencies. These CPSUs or State Implementation agencies will carry out tendering process as per the Guidelines, standards and specifications issued by MNRE. Any deviation shall normally be not permissible except in specific cases with the approval of Secretary, MNRE

In case of centralized procurement the designated CPSUs may come out with region-wise/State-wise tenders, however, their role will be limited to selection of bidders. The selection of beneficiaries and implementation of scheme would be the responsibility of the State Implementation Agency.

In all cases, the bids shall require the successful bidder to provide for AMC for five years from the date of installation, helpline, district level service centres and comply standards of performance in dealing with complaints.

The Implementation Agency would also be responsible for carrying out publicity of the scheme so as to increase awareness amongst potential beneficiaries. For this purpose, apart from their own publicity content, they shall also be guided by advice of MNRE on this matter.

b. Installation timeline and Penalties

Projects for solarisation of pumping systems shall be completed within 12 months from the date of sanction by MNRE. However, for North Eastern States including Sikkim, Jammu & Kashmir, Himachal Pradesh, Uttarakhand, Lakshadweep and A&N Islands this time limit will be 15 months from the date of sanction. Extension in project completion timelines, up to a maximum period of three months, will be considered at the level of Group Head in MNRE and upto 6 months at the level of Secretary in MNRE on submission of valid reasons by the implementing agency. However, such extension will attract reduction in service charges to implementing agency as under:

a. 10% reduction in applicable service charges for delay of more than one month in completion of project.
b. Further reduction of 10% of service charges for delay of more than two month and up to three months.
c. Further reduction of 10% of service charges for delay of more than three month and up to six months
d. No service charges for delay in completion of more than six months.

No extension will be granted beyond six months and only the systems which are installed in all respects and commissioned within stipulated time period will be considered for release of CFA.

The implementing agencies after submitting proposal to MNRE may choose to start the preparatory activities including tendering process. However, the Letter of Award/Purchase Order shall be placed to the selected vendor(s) only after the issue of sanction letter by MNRE. Further, MNRE will not be responsible for any liabilities arising out of a situation where the proposal is eventually rejected.

c. Release of funds

Funds up to 40% of the applicable CFA for the sanctioned quantity would be released as advance to the implementing agency only after placement of letter of award(s) to the selected vendors. The implementing agencies may pass on this fund to the selected vendors in different stages on achievement of various milestones as per terms and conditions of letter of award(s). Second installment up to 30% of the applicable CFA would be released on submission of UCs and SoE for the first release. The balance eligible CFA along with applicable service charges would be released on acceptance of the Project Completion Report in the prescribed format, Utilization Certificates as per GFR and other related documents by the Ministry.

d. Monitoring and maintenance

Selected vendors shall be responsible for all aspects of solarisation viz., design, supply, installation and commissioning. Vendors will mandatorily provide AMC for a period of 5 years from the date of commissioning of the systems including insurance coverage for the installed systems against natural calamities and theft. AMC will include submission of quarterly inspection report of the installation as per prescribed format. To ensure timely maintenance of the systems the vendor shall have one authorised service centre in each operational district and a helpline in local language in each operational State.

Under the Programme along with solarisation, the vendor shall also provide a remote monitoring system. It will be mandatory to submit quarterly maintenance report along with performance data of solar power plant online to MNRE in a manner and format prescribed by MNRE.

Monitoring of the Scheme and its implementation will be carried out during the period of implementation of the Scheme as is given below:

i. The implementing agency would be responsible for monitoring parameters such as end-use verification and compilation of statistical information.

ii. Implementing agencies will submit monthly progress report for the sanctioned projects.

iii. Funds may be released by implementing agency to the vendor on submission of bank guarantee equivalent to 10% of the cost of systems installed by that vendor for a period of five years. Alternatively, BG may be provided initially for a period of two years which may be extended on year to year basis thereafter.

iv. The Ministry officials or designated agency may inspect the ongoing installation or installed plants. In case the installed systems are not as per standards, non-functional on account of poor quality of installation, or non-compliance of AMC, the Ministry reserves the right to blacklist the vendor. Blacklisting may inter-alia include the following:

a. The Vendor/Firm will not be eligible to participate in tenders for Government supported projects.

b. In case, the concerned Director(s) of the firm/company joins another existing or starts/ joins a new firm/company, the company will automatically be blacklisted.

e. Responsibilities of Implementation Agency

The Implementing Agencies will be responsible for the following activities:

i. Issue additional instructions/ conditions such as minimum solarisation level of feeder.

ii. Issue connectivity standards/regulations, if required, and facilitate connection to the grid.

iii. Selection of feeder for solarisation and demand aggregation for solarisation of pumps.

iv. Prepare proposal and submit to MNRE for sanction

v. Conduct tendering process as per MNRE guidelines

vi. Oversee installation of systems.

vii. Inspection of installed systems and online submission of completion reports to MNRE.

viii. Disbursement of MNRE CFA and submission of utilization certificates and audited statement of expenditure through EAT module.

ix. Online submission of monthly and quarterly progress reports.

x. Ensure project completion within the given timelines and compliance of MNRE Guidelines and Standards.

xi. Online and offline maintenance for records.

xii. Real time monitoring through dedicated web-portal

xiii. Performance monitoring of installed system through third party

xiv. Ensure compliance of AMC and training of locals by the vendors.

xv. Carrying out publicity of the scheme so as to increase awareness, for which purpose advice of MNRE may also be adopted apart from its own publicity.

xvi. Any other activity to ensure successful implementation of the programme.

4. Quality Assurance and Evaluation Mechanism

Systems installed under this Programme should meet technical specification and construction standards as specified by BIS and MNRE from time to time. Non-compliance will be taken seriously to the extent of blacklisting of the vendor, in the same manner as specified, apart from taking action under any other law in force. In case of centralized tendering the CPSUs will be responsible for performance evaluation of the selected vendors. Evaluation of pilot implementation of Component-A and Component-C will be carried out through third party selected for this purpose. In order to ensure, the scheme meets expected outcomes continues evaluation of scheme would be undertaken and mid-course correction, as required, shall be implemented.

5. Interpretation of the Guidelines

In case of any ambiguity in interpretation of any of the provisions of these guidelines, the decision of the Ministry shall be final.

The Guidelines would be reviewed by the Ministry from time to time and necessary modifications would be incorporated after getting approval of Minister, NRE.

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Annexure-I

STANDARD

POWER PURCHASE AGREEMENT FOR

PROCUREMENT OF ….. MW _____ POWER ON LONG TERM BASIS

Between

[Name of Renewable Power Generator]

And

[Name of Distribution Company]

[month and year]

This Power Purchase Agreement is made on the _____ day of _____ of _____ at _____

Between

_____ [name of the Renewable Power Generator], _____, [details of Renewable Power Generator] (hereinafter referred to as "**Renewable Power Generator or RPG**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

_____**[Distribution Company]**, a company incorporated under the Companies Act 1956, having its registered office at _____(hereinafter referred to as "**DISCOM**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The RPG and DISCOM are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

A. The Ministry of New and Renewable Energy [MNRE] has launched a scheme for farmers on 8th March 2019 and issued implementation guidelines on _____.

B. The MNRE has accorded a sanction and allotted a capacity of _____MW to DISCOM for under the said scheme of 8th March 2019.

C. DISCOM had initiated a selection process for procurement of ____ MW of the power generated from the Grid connected _____ Power Project on the terms and conditions contained in the EoI/RfS No._____ dated _____.

D. The RPG has been selected in the Process for development, generation and supply of electricity from the ____MW _____ Power Project to be established by RPG at _____[location of proposed power plant] and electricity generated to be fed to the _____ [Name and location of 33/11 kV sub-station];

E. DISCOM has issued the Letter of Award No..... dated.....in favour of the RPG for development and establishment of the .....MW _____ Power Project as per the terms and conditions contained in the EoI/RfS.

F. The RPG has furnished the Performance Bank Guarantee in the sum of Rs.....in favour of DISCOM as per the format prescribed by the DISCOM.

G. The RPG has fulfilled the terms and conditions for signing this Power Purchase Agreement as a definitive agreement for establishing the _____ Power Project of.....MW at .....,

for generation and sale of electricity by the RPG to DISCOM at _____33(or 66 or 110)/11 kV S/S;

H. The parties have agreed to execute this Power Purchase Agreement in terms of the EoI/RfS and the Letter of Award in regard to the terms and conditions for establishment of the _____ Power Project at ....., and for generation and supply of electricity by the RPG to DISCOM.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 *Definitions*

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued/framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act 2003 and include any modifications, amendments and substitution from time to time;
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	Unless otherwise stated, Appropriate Commission shall be the commission of the state where DISCOM is situated;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to RPG and DISCOM, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;
"Capacity Utilisation Factor" or "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; However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%;
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;

"Commercial Operation Date (COD)"	shall mean the date on which the commissioning certificate is issued upon successful commissioning (as per provisions of this Agreement) of the project;
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi- judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and	shall mean all authorizations, licenses, approvals, registrations, permits, waivers,
"Permits"	privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;
"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a RPG Preliminary Default Notice or DISCOM Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which the COD would occur, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean ..... [Insert capacity] MW contracted with DISCOM for supply by the RPG to DISCOM at the Delivery Point from the _____ Power Project;
"Delivery Point"	"Delivery Point" shall mean the point at the voltage level of 11kV or above of the 33/11 kV Sub-station. Metering shall be done at this interconnection point where the power is injected into the 33/11 kV Sub-station. For interconnection with grid and metering, the RPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point as notified by the Appropriate Commission shall be borne by the RPG.

"Dispute"	shall mean any dispute or difference of any kind between DISCOM and the RPG, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the DISCOM or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the DISCOM.
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty five (25) years from the Commercial Operation Date subject to that the supply of power shall be limited for a period of 25 years from the COD unless extended by the Parties as per this Agreement;
"Financing Agreements"	shall mean the agreements pursuant to which the RPG has sought financing for the Power 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 DISCOM;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of state of _____ and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the RPG in accordance with Article 8 of this Agreement;

"Interconnection Facilities"	shall mean the facilities on RPG's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Letter of Award" or "LoA"	shall mean Letter of Award issued by the DISCOM to the RPG for the project;
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;

"Power Project" or "Project"	shall mean the _____ power generation facility of Contracted Capacity of .....[Insert capacity] MW, located at ..... [Insert name of the District and State] having a separate control system, metering and separate points of injection into the grid at Delivery point of 33/11 kV substation. The Project shall include 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 as per this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	shall mean the maximum AC capacity of the Project at the point of injection on which the Power Purchase Agreement has been signed.
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project; b) the requirements of Indian Law; and the physical conditions at the site of the Power Project
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.5 of this Agreement;
"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the Project	Shall mean ..... [Insert Date that is nine (9) Months from the Date of issuance of LoA by the DISCOM to the RPG];
"Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;

"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;

ARTICLE 2: TERM OF AGREEMENT

2.1 ***Effective Date***

2.1.1 This Agreement shall come into effect from _____ and such date shall be referred to as the Effective Date.

2.2 ***Term of Agreement***

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

2.2.2 The RPG is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by the DISCOM, DISCOM shall not be obligated to procure power beyond the Expiry Date.

2.3 ***Early Termination***

2.3.1 This Agreement shall terminate before the Expiry Date if either DISCOM or RPG terminates the Agreement, pursuant to Article 13 of this Agreement.

2.4 ***Survival***

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

ARTICLE 3: CONDITIONS SUBSEQUENT

3.1 The RPG agrees and undertakes to make Project Financing Arrangements for its Project and shall provide necessary documents to DISCOM in this regard within six Months from the Date of issue of LoA by DISCOM for the project.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 *RPG's Obligations*

4.1.1 The RPG undertakes to be responsible, at RPG's own cost and risk, for:

a) The RPG shall be solely responsible and make arrangements for Land & associated infrastructure for development of the Project and for Connectivity with the 33/11 kV sub-station for confirming the evacuation of power by the Scheduled Commissioning date or COD, whichever is earlier, and all clearances related thereto;
The RPG shall furnish the necessary documents to establish possession in the name of the Project Developer of the required land/ Lease Agreement;

b) obtaining all Consents, Clearances and Permits as required and maintaining all documents.

c) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.

d) the commencement of supply of power up to the Contracted Capacity to DISCOM no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;

e) Connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point. The RPG shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point.

f) owning the Power Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15;

f) fulfilling all obligations undertaken by the RPG under this Agreement.

g) The RPG shall be responsible to for directly coordinating and dealing with the DISCOM, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code/State Regulations.

4.2 *Purchase and sale of Contracted Capacity*

4.2.1 Subject to the terms and conditions of this Agreement, the RPG undertakes to sell to DISCOM and DISCOM undertakes to pay Tariff for all the energy supplied at the Delivery Point corresponding to the Contracted Capacity.

4.3 *Right to Contracted Capacity & Energy*

4.3.1 DISCOM, in any Contract Year shall not be obliged to purchase any additional energy from the RPG beyond the contract capacity. If for any Contract Year except for the first year of operation, it is found that the RPG has not been able to generate minimum energy of .....Million kWh (MU) till the end of 10 years from the COD and ..... Million kWh (MU) for the rest of the Term of the Agreement, on account of reasons solely attributable to the RPG, the non-compliance by RPG shall make the RPG liable to pay the compensation. For the first year of operation, the above limits shall be considered on pro-rata basis. The lower limit will, however be relaxable by DISCOM to the extent

of grid non-availability for evacuation which is beyond the control of the RPG. This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty shall be as determined by the Appropriate Commission, and such penalty shall ensure that the DISCOM is offset for all potential costs associated with low generation and supply of power under the PPA. However, the minimum compensation payable to DISCOM by the RPG shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff. This compensation shall not be applicable in events of Force Majeure identified under PPA.

4.3.2 In case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the RPG will have to forego the excess generation and reduce the output to the contract capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations.

4.4 *Extensions of Time*

4.4.1 In the event that the RPG is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

a) any DISCOM Event of Default; or
b) Force Majeure Events affecting DISCOM, or
c) Force Majeure Events affecting the RPG,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.4.5, for a reasonable period but not less than 'day for day' basis, to permit the RPG or DISCOM through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the RPG or DISCOM, or till such time such Event of Default is rectified by DISCOM.

4.4.2 In case of extension due to reasons specified in Article 4.4.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of three (3) months, any of the Parties may choose to terminate the Agreement as per the provisions of Article 13.5. In case neither party terminates the agreement under this clause, the agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force majeure event unless the parties mutually agree to extend the agreement for the further period.

4.4.3 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article 16.

4.4.4 As a result of such extension, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.4.5 Notwithstanding anything to the contrary contained in this Agreement, any extension of the Scheduled Commissioning Date arising due to any reason envisaged in this Agreement shall not be allowed beyond the date pursuant to Article 4.5.2.

4.4.6 Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.4.1 shall be an event of default on part of the RPG and shall be subject to the consequences specified in the Article 4.5.

4.5 ***Liquidated Damages not amounting to penalty for delay in Commissioning***

4.5.1 If the RPG is unable to commission the Project by the Scheduled Commissioning Date other than for the reasons specified in Article 4.4.1, the RPG shall pay to DISCOM, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

Delay beyond the Scheduled Commissioning Date upto (& including) the date as on nine months from the Date of issue of LoA: The total Performance Bank Guarantee amount shall be encashed on per day basis and proportionate to the balance capacity not commissioned.

4.5.2 The maximum time period allowed for commissioning of the full Project Capacity with encashment of Performance Bank Guarantee shall be limited to 11 Months from the Date of issue of LoA. In case, the Commissioning of the Project is delayed beyond 11 Months from the Date of issue of LoA, it shall be considered as an RPG Event of Default and provisions of Article 13 shall apply and the Contracted Capacity shall stand reduced / amended to the Project Capacity Commissioned within 11 Months of the Date of issue of LoA and the PPA for the balance Capacity will stand terminated and shall be reduced from the project capacity.

4.5.3 The RPG further acknowledge that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by DISCOM.

4.6 ***Acceptance/Performance Test***

4.6.1 Prior to synchronization of the Power Project, the RPG shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by respective authorities.

4.7 ***Third Party Verification***

4.7.1 The RPG shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to DISCOM and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the RPG at the site of the Power Project.

4.7.2 The third party may verify the construction works/operation of the Power Project being carried out by the RPG and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from RPG or require the works to be stopped or to comply with the instructions of such third party.

4.8 ***Breach of Obligations***

4.8.1 The Parties herein agree that during the subsistence of this Agreement, subject to DISCOM being in compliance of its obligations & undertakings under this Agreement, the RPG would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.9 ***Generation compensation for Off-take constraints***

4.9.1 Generation Compensation in offtake constraints due to Grid Unavailability: During the operation of the plant, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the RPG. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted to the following and there shall be no other claim, directly or indirectly against DISCOM:

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):	***Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]*** 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.

The excess generation by the RPG equal to this generation loss shall be procured by DISCOM at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

4.9.2 Offtake constraints due to Backdown: The RPG and DISCOM shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In the eventuality of backdown, subject to the submission of documentary evidences from the competent authority, the RPG shall be eligible for a minimum generation compensation, from DISCOM, restricted to the following and there shall be no other claim, directly or indirectly against DISCOM:.

Duration of Backdown	**Provision for Generation Compensation**
Hours of Backdown during a monthly billing cycle.	***Mininum Generation Compensation = 50% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff*** Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month

The RPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paid as part of the energy bill for the successive month after JMR.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 ***Synchronization, Commissioning and Commercial Operation***

5.1.1 The RPG shall give the DISCOM at least thirty (30) days' advanced preliminary written notice and at least fifteen (15) days' advanced final written notice, of the date on which it intends to synchronize the Power Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the RPG 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.

5.1.3 The synchronization equipment and all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the RPG at its generation facility of the Power Project at its own cost. The RPG shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/ and checking/verification is made by the concerned authorities of the DISCOM.

5.1.4 The RPG shall immediately after each synchronization/tripping of generator, inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code. In addition, the RPG will inject in-firm power to grid time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

5.1.5 The RPG shall commission the Project within nine (9) Months from the Date of issue of LoA. Declaration of COD shall only be done upon the successful visit by the Commissioning Committee.

5.1.6 The Parties agree that for the purpose of commencement of the supply of electricity by RPG to DISCOM, liquidated damages for delay etc., the Scheduled Commissioning Date as defined in this Agreement shall be the relevant date.

ARTICLE 6: DISPATCH AND SCHEDULING

6.1 ***Dispatch and Scheduling***

6.1.1 The RPG shall be required to schedule its power as per the applicable regulations of SERC /SLDC or any other competent agency and same being recognized by the SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the RPG.

6.1.2 The RPG shall be responsible for directly coordinating and dealing with the DISCOM, State Load Dispatch Centers, and other authorities in all respects in regard to declaration of availability, scheduling and despatch of Power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations.

6.1.3 The RPG shall be responsible for any deviation from scheduling and for any resultant liabilities on account of charges for deviation as per applicable regulations. UI charges on this account shall be directly paid by the RPG.

6.1.4 Auxiliary power consumption will be treated as per the concerned state regulations.

ARTICLE 7: METERING

7.1 ***Meters***

7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the RPG and DISCOM shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

7.1.2 The RPG shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at RPG's side of Delivery Point.

7.1.3 In addition to ensuring compliance of the applicable codes, the RPG shall install Main & Check meters at the Delivery Point, along with Stand-by meter(s) as per the applicable regulations of the State where the Project is located.

7.2 ***Reporting of Metered Data and Parameters***

7.2.1 The grid connected renewable power plants will install necessary equipment for regular monitoring of required data and simultaneously for monitoring of the electric power generated from the Project.

7.2.2 Online arrangement would have to be made by the RPG for submission of above data regularly for the entire period of this Power Purchase Agreement to the DISCOM, the MNRE and concerned agency as per applicable regulation / directions.

7.2.3 Reports on above parameters on monthly basis (or as required by regulation / guidelines) shall be submitted by the RPG to Ministry of New and Renewable Energy/National Institute of Solar Energy through DISCOM for entire period of PPA.

ARTICLE 8: INSURANCES

8.1 *Insurance*

8.1.1 The RPG 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 to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, 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, and under the applicable laws.

8.2 *Application of Insurance Proceeds*

8.2.1 In case of the Project not being implemented through Financing Agreement(s), 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 Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), 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 Power Project shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, DISCOM shall have claim on such proceeds of such Insurance limited to outstanding dues of DISCOM against RPG.

8.3 *Effect on liability of DISCOM*

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the RPG can claim compensation, under any Insurance shall not be charged to or payable by DISCOM. It is for the RPG to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

ARTICLE 9: APPLICABLE TARIFF

9.1 The RPG shall be entitled to receive the Tariff of Rs. ...../ kWh, fixed for the entire term of this Agreement, with effect from the COD, for the power sold to the DISCOM as reflected in the Energy Accounts.

ARTICLE 10: BILLING AND PAYMENT

10.1 *General*

10.1.1 From the commencement of supply of power, DISCOM shall pay to the RPG the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All Tariff Payments by DISCOM shall be in Indian Rupees.

10.1.2 The RPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

10.2 *Delivery and Content of Monthly Bills/Supplementary Bills*

10.2.1 The RPG shall issue to DISCOM hard copy of a signed Monthly Bill for the immediately preceding Month based on the JMR/Energy Account along with all relevant documents (payments made by RPG for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of SERC/SLDC, if applicable.)

Each Monthly Bill shall include all charges as per this Agreement for the energy supplied for the relevant Month based on JMR/Energy Accounts. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff. Energy drawn from the grid will be regulated as per the regulations of respective State the Project is located in.

10.3 *Payment of Monthly Bills*

10.3.1 DISCOM shall pay the amount payable under the Monthly Bill by the Due Date to such account of the RPG, as shall have been previously notified by the RPG.

10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

i) deductions required by the Law; and
ii) Amount claimed by DISCOM, if any, from the RPG, will be adjusted from the monthly energy payment.

The RPG shall open a bank account (the "RPG's Designated Account") for all Tariff Payments to be made by DISCOM to the RPG, and notify DISCOM of the details of such account at least sixty (60) Days before the dispatch of the first Monthly Bill.

10.3.3 *Late Payment Surcharge*

In the event of delay in payment of a Monthly Bill by DISCOM beyond thirty (30) days of its Due Date, a Late Payment Surcharge shall be payable to the RPG at the rate of 1.25% per month on the

outstanding amount calculated on a day to day basis. The Late Payment Surcharge shall be claimed by the RPG through the Supplementary Bill.

10.3.5 ***Rebate***

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the RPG to DISCOM in the following manner and the RPG shall not raise any objections to the payments made under this article.

a) A Rebate of 2% shall be payable to the DISCOM for the payments made within a period of seven clear working days of the presentation of hard copy of Bill along with required supporting documents at DISCOM office.
b) Any payments made after seven clear working days of the date of presentation of hard copy of the Bill along with the required supporting documents at DISCOM office up to the Due Date shall be allowed a rebate of 1 %.
c) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at DISCOM. .
d) No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess etc. and on Supplementary Bill.

For the above purpose date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

10.4 ***Payment Security Mechanism***

Letter of Credit (LC):

10.4.1 DISCOM shall provide to the RPG, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the RPG in accordance with this Article.

10.4.2 Not later than one (1) Month before the start of supply, DISCOM through a scheduled bank open a Letter of Credit in favour of the RPG, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

i) for the first Contract Year, equal to the estimated average monthly billing;
ii) for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.

10.4.3 Provided that the RPG shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, DISCOM shall restore such shortfall within fifteen (15) days.

10.4.5 DISCOM shall cause the scheduled bank issuing the Letter of Credit to intimate the RPG, in writing regarding establishing of such irrevocable Letter of Credit.

10.4.6 DISCOM shall ensure that the Letter of Credit shall be renewed not later than its expiry.

10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by DISCOM.

10.4.8 If DISCOM fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to Article 10.4.6 & 10.5.2, the RPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from DISCOM, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i) a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to RPG and;
ii) a certificate from the RPG to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

10.5 Disputed Bill

10.5.1 If the DISCOM does not dispute a Monthly Bill or a Supplementary Bill raised by the RPG within fifteen (15) days of receiving such Bill shall be taken as conclusive.

10.5.2 If the DISCOM disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

i) the details of the disputed amount;
ii) its estimate of what the correct amount should be; and iii) all written material in support of its claim.

10.5.3 If the RPG agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the RPG shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.5.4 If the RPG does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the DISCOM providing:

i) reasons for its disagreement;

ii) its estimate of what the correct amount should be; and iii) all written material in support of its counter-claim.

10.5.5 Upon receipt of the Bill Disagreement Notice by the DISCOM under Article 10.5.4, authorized representative(s) or a director of the board of directors/ member of board of the DISCOM and RPG shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.5.7 For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, DISCOM shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount of the invoice amount in the Monthly Bill.

10.6 Quarterly and Annual Reconciliation

10.6.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.6.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the RPG and DISCOM shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the RPG shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7 *Payment of Supplementary Bill*

10.7.1 RPG may raise a ("Supplementary Bill") for payment on account of:

i) Adjustments required by the Energy Accounts (if applicable); or

ii) Change in Law as provided in Article 12

And such Supplementary Bill shall be paid by the other Party.

10.7.2 DISCOM shall remit all amounts due under a Supplementary Bill raised by the RPG to the RPG's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

10.7.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3.

ARTICLE 11: FORCE MAJEURE

11.1 ***Definitions***

11.1.1 In this Article, the following terms shall have the following meanings:

11.2 ***Affected Party***

11.2.1 An affected Party means DISCOM or the RPG whose performance has been affected by an event of Force Majeure.

11.3 ***Force Majeure***

11.3.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this 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:

a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);
b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or
c) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.

11.4 ***Force Majeure Exclusions***

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

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

11.5 ***Notification of Force Majeure Event***

11.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

11.5.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.5.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.6 *Duty to Perform and Duty to Mitigate*

11.6.1 To the extent not prevented by a Force Majeure Event pursuant to Article 11.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.7 *Available Relief for a Force Majeure Event*

11.7.1 Subject to this Article 11:

(a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

(b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations;

(c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

(d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

ARTICLE 12: CHANGE IN LAW

12.1 *Definitions*

In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only 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 RPG; or (v) any change in the rates of any Taxes including any duties and cess or Introduction of any new tax made applicable for setting up the power project and supply of power from the Power project by the RPG Which have a direct effect on the Project.

However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the RPG, or (iii) any change on account of regulatory measures by the Appropriate Commission.

In the event a Change in Law results in any adverse financial loss/ gain to the RPG then, in order to ensure that the RPG 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 RPG/ 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.

In the event of any decrease in the recurring/ nonrecurring expenditure by the RPG or any income to the RPG on account of any of the events as indicated above, RPG shall file an application to the Appropriate Commission no later than sixty (60) days from the occurrence of such event, for seeking approval of Change in Law. In the event of the RPG failing to comply with the above requirement, in case of any gain to the RPG, DISCOM shall withhold the monthly tariff payments on immediate basis, until compliance of the above requirement by the RPG.

12.2 *Relief for Change in Law*

12.2.1 The aggrieved Party shall be required to approach the Appropriate Commission for seeking approval of Change in Law.

12.2.2 The decision of the Appropriate Commission to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 *RPG Event of Default*

13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by DISCOM of its obligations under this Agreement, shall constitute an RPG Event of Default:

(i) the failure to commence supply of power to DISCOM up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue supply of Contracted Capacity to DISCOM after Commercial Operation Date throughout the term of this Agreement, or

if

a) the RPG assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or

b) the RPG 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 RPG 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 RPG, or (c) the RPG 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, provided that a dissolution or liquidation of the RPG will not be a RPG 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 RPG and expressly assumes all obligations of the RPG under this Agreement and is in a position to perform them; or

(iii) the RPG 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 RPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPG within thirty (30) days of receipt of first notice in this regard given by DISCOM.

(v) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the RPG.

(vi) except where due to any DISCOM's failure to comply with its material obligations, the RPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPG within thirty (30) days of receipt of first notice in this regard given by DISCOM.

13.2 *DISCOM Event of Default*

13.2.1 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 RPG of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting DISCOM:

(i) DISCOM fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the RPG is unable to recover the amount outstanding to the RPG through the Letter of Credit,

(ii) DISCOM repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the RPG in this regard; or

(iii) except where due to any RPG's failure to comply with its 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 sixty (60) days of receipt of notice in this regard from the RPG to DISCOM; or

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 sixty (60) 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;

(iv) Occurrence of any other event which is specified in this Agreement to be a material breach or default of DISCOM.

13.3 *Procedure for cases of RPG Event of Default*

13.3.1 Upon the occurrence and continuation of any RPG Event of Default under Article 13.1, DISCOM shall have the right to deliver to the RPG, with a copy to the representative of the lenders to the RPG with whom the RPG 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.

13.3.2 Following the issue of a DISCOM Preliminary Default Notice, the Consultation Period of ninety (90) 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 Event of Default having regard to all the circumstances.

13.3.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the RPG Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DISCOM may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the RPG.

13.3.5 Subject to the terms of this Agreement, upon occurrence of a RPG Event of Default under this Agreement, the lenders in concurrence with the DISCOM, may exercise their rights, if any, under Financing Agreements, to seek substitution of the RPG by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the RPG and performing the obligations of the RPG. However, in the event the lenders are unable to substitute the defaulting RPG within the stipulated period, DISCOM may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due or less as mutually agreed, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.
Provided that any substitution under this Agreement can only be made with the prior consent of DISCOM including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by DISCOM and accepts the terms and conditions of this Agreement.

13.3.6 The lenders in concurrence with DISCOM, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The RPG shall cooperate with DISCOM to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 1 Lakh per

MW +18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the RPG to DISCOM.

13.3.7 In the event the lenders are unable to substitute the defaulting RPG within the stipulated period, DISCOM may terminate the PPA and may 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.

13.4 ***Procedure for cases of DISCOM Event of Default***

13.4.1 Upon the occurrence and continuation of any DISCOM Event of Default specified in Article 13.2, the RPG shall have the right to deliver to DISCOM, a RPG Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a RPG Preliminary Default Notice, the Consultation Period of ninety (90) 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 Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or DISCOM Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DISCOM under intimation to RPG shall, subject to the prior consent of the RPG, 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 RPG, or if no offer of novation is made by DISCOM within the stipulated period, then the RPG may terminate the PPA and at its discretion require DISCOM to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 150% (one hundred and fifty per cent) of the adjusted equity or, (ii) pay to the RPG, 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 RPG.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the RPG.

13.5 ***Termination due to Force Majeure***

13.5.1 If the Force Majeure Event or its effects continue to be present beyond a period as specified in Article 4.4.2, either Party shall have the right to cause termination of the Agreement. In such an event this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 *Indemnity*

14.1.1 The RPG shall indemnify, defend and hold DISCOM harmless against:

a) any and all third party claims against DISCOM for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the RPG of any of its obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by DISCOM from third party claims arising by reason of a breach by the RPG of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the RPG, for which specific remedies have been provided for under this Agreement).

14.1.2 DISCOM shall indemnify, defend and hold the RPG harmless against:

a) any and all third party claims against the RPG, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by DISCOM of any of their obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the RPG from third party claims arising by reason of a breach by DISCOM of any of its obligations.

14.2 **Procedure for claiming Indemnity**

14.2.1 ***Third party claims***

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2; and

ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

b. The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 ***Indemnifiable Losses***

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4 ***Limitation on Liability***

14.4.1 Except as expressly provided in this Agreement, neither the RPG nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of DISCOM , the RPG or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 DISCOM shall have no recourse against any officer, director or shareholder of the RPG or any Affiliate of the RPG or any of its officers, directors or shareholders for such claims excluded under this Article. The RPG shall have no recourse against any officer, director or shareholder of DISCOM, or any affiliate of DISCOM or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5 ***Duty to Mitigate***

14.5.1 The Parties shall endevour to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 ***Assignments***

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by DISCOM subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD.

Provided that, DISCOM shall permit assignment of any of RPG's rights and obligations under this Agreement in favour of the lenders to the RPG, if required under the Financing Agreements.

Provided that, such consent shall not be withheld if DISCOM seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the RPG and the DISCOM provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPG to DISCOM. Provided further that, such consent shall not be withheld by the RPG if DISCOM seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 1 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the RPG to DISCOM.

15.2 ***Permitted Charges***

15.2.1 RPG shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the Guidelines.

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 ***Governing Law***

16.1.1 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 _____.

16.2 ***Amicable Settlement and Dispute Resolution***

16.2.1 ***Amicable Settlement***

i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

(a) a description of the Dispute;

(b) the grounds for such Dispute; and

(c) all written material in support of its claim.

ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:

(a) counter-claim and defences, if any, regarding the Dispute; and

(b) all written material in support of its defences and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16

(i) if the other Party does not furnish any counter claim or defence under Article 16

(ii) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.

(iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 **Dispute Resolution**

16.3.1 **Dispute Resolution by the Appropriate Commission**

i) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

ii) DISCOM shall be entitled to co-opt the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.3.2 **Dispute Resolution through Arbitration**

i) If the Dispute arising as per Article 16.2.1 is not amicably resolved & such dispute is not covered in Article 16.3.1(i), such Dispute shall be resolved by arbitration under the provisions of the Electricity Act, 2003 (as amended from time to time) as under: Proceedings as well as appointment of the arbitrator(s) shall be carried out by the Appropriate Commissions under the Electricity Act 2003 as amended from time to time. As stipulated by the said Electricity Act

2003, the said arbitration will take place as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time.

ii) ii) The place of arbitration shall be the _____(City where head quarter of DISCOM is located). The language of the arbitration shall be English.

iii) The Arbitration Tribunal's award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.

iv) The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.

v) The award shall be of majority decision.

vi) DISCOM shall be entitled to co-opt the lenders (if any) as a supporting party in such arbitration proceedings.

16.4 ***Parties to Perform Obligations***

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 ***Amendment***

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2 ***Third Party Beneficiaries***

17.2.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3 ***Waiver***

17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

17.4 ***Confidentiality***

17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law, without the prior written consent of the other Party.

17.5 ***Severability***

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6 ***Notices***

17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

17.6.2 If to the RPG, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

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

17.6.3 If to DISCOM, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

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

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

17.7 ***Language***

17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8 ***Restriction of Shareholders / Owners' Liability***

17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

17.9 ***Taxes and Duties***

17.9.1 The RPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the RPG, contractors or their employees that are required to be paid by the RPG as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

17.9.2 DISCOM shall be indemnified and held harmless by the RPG against any claims that may be made against DISCOM in relation to the matters set out in Article 17.9.1.

17.9.3 DISCOM shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the RPG by DISCOM on behalf of RPG.

17.10 ***Independent Entity***

17.10.1 The RPG shall be an independent entity performing its obligations pursuant to the Agreement.

17.10.2 Subject to the provisions of the Agreement, the RPG shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the RPG or contractors engaged by the RPG in connection with the performance of the Agreement shall be under the complete control of the RPG and shall not be deemed to be employees, representatives, contractors of DISCOM and nothing contained in the Agreement or in any agreement or contract awarded by the RPG shall be construed to create any contractual relationship between any such employees, representatives or contractors and DISCOM.

17.11 **Compliance** ***with Law***

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

17.13 ***Breach of Obligations***

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of [DISCOM]	For and on behalf of [RPG]
Name, Designation and Address	Name, Designation and Address
Signature with seal	Signature with seal
Witness: 1. 2.	Witness: 1. 2.

Annexure-II

MODEL LEASE AGREEMENT

This **AGREEMENT OF LEASE** entered into on this _____day of _____ at _____.

BETWEEN:

_____

(hereinafter referred to as the **"LESSOR/OWNER"**, which expression shall, wherever the context so requires or admits, SHALL mean and include his legal heirs, executors, administrators and assignees);

AND:

_____ (Name of Renewable Power Generator (RPG))

Represented by _____

(hereinafter referred to as the **"LESSEE**, which expression shall, wherever the context so requires or admits, SHALL mean and include its executors, administrators and assignees successors in interest).

I. WHEREAS the Lessor is the owner in possession of the Barren/ Agricultural land measuring ____ Acre _____ Kanal_____ marla_____Share out of Hadbast No._____Khewat No.____ __Khatoni No. ___Khasra No._____Mustil No. _____Kila No. _____ situated at Village/City _____ Tehsil _____ District which is morefully described in the Schedule hereunder and hereinafter referred to as the Schedule property.

(Note: The legal revenue terms to be changes to those prevalent in the State)

II. WHEREAS the _____ (Name of RPG) being a _____ _____(Details of RPG) with an object to plan, develop and operate Renewable Energy based Power Plant (REPP) under MNRE Scheme notified on 8th March 2019.

III. (a) WHEREAS pursuant to the request of the Lessee, the Lessor has agreed to grant the lease, the Lessee has agreed to take on lease from the Lessor the land which is morefully

described in Schedule written hereunder and hereinafter referred to as "**THE SCHEDULE PROPERTY**" for setting up of the "_____ Power Plant".

(b) That pursuant to the request of the Lessee, the Lessor has submitted an application under Section _____ for the conversion of the land and on behalf of the Lessor/owner the _____(Name of RPG) shall presume that the land is deemed to have been converted for non-agricultural purposes. (Clause to be modified as per State Policy for use of Agriculture land for generation of renewable power)

IV. NOW THIS AGREEMENT OF LEASE WITNESSES THAT in consideration of the above and of the mutual covenants of the Parties hereto, the Lessor hereby grants and the Lessee hereby accepts the lease of the Schedule property on the following terms and conditions:

1. PURPOSE OF LEASE:

The grant of lease by the Lessor to the lessee in respect of the Schedule property is for the purpose of developing a _____ Power Plant under MNRE Scheme notified on 8th March 2019.

2. PERIOD OF THE LEASE

The period of this Lease shall be for Twenty-seven (27) years from this day which may be renewed at the option of the Lessee and Lessor for further period, on such mutually agreeable terms as may be agreed at the time of renewal, by both the parties, by executing and registering separate Lease Agreement.

3. RENT

(a) The rent payable by the Lessee to the Lessor for the Schedule Property shall be Rs._____/- (Rupees _____) only per annum per Acre. The portion of the land less than one Acre shall be calculated in terms of Square meter and the rent payable for the same shall be at Rs._____/- per Square meter or part thereof, per annum.

OR

The rent payable by the Lessee to the Lessor after Commercial Operation of the power plant shall be Rs. _____per unit of total power generated from the power

plant installed on the land of Lessor. Till the start of commercial operation of the plant, the rent shall be Rs._____/- (Rupees _____) only per annum per Acre.

(b) The annual rent shall be paid in twelve equal instalments and each instalment to be paid by 5th day of every month, by crediting the same to the Lessor's Bank Account the details of which may be furnished by the Lessor from time to time.

OR

In case of lease rent on the basis of Rs. _____per unit, the monthly lease rent would be calculated on the basis of monthly electricity injected in to the grid from the power plant installed on the land of Lessor.

(c) Lessor may opt for payment of lease rent directly from the Distribution company, which will sign Power Purchase Agreement with Lessee for the above-mentioned _____Power Plant to be installed by Lessee. In such a case the Distribution company will pay the lease rent to Lessor on monthly basis from the proceeds payable to the Lessee in lieu of Power supplied by Lessee. In order to give this effect a suitable provision will be made in the PPA to be signed between Lessee and the Distribution Company.

(d) [on mutual agreement between Lessor and Lessee] The rent hereby reserved shall be paid by enhancing the same at the end of every _____ year(s), at ___% on the rent hereby agreed.

(e) If the Lessee delays the payment of rent by due date of every month, for any reason, the same shall be paid by adding the interest at the rate ____% for the said delayed period.

4. GENERAL TERMS

i. In consideration of the rent herein agreed as payable to the Lessor being paid by the Lessee regularly and on complying other terms and conditions and covenants by the Lessee, the Lessee shall peacefully possess and enjoy the **Schedule Property** during the lease period without any interruption by the Lessor.

ii. The Lessor shall allow the Lessee or its representatives to conduct survey and other related work.

iii. The Lessor has no objections for the Lessee to establish the _____ Power Plant in the Schedule property which is the purpose of the grant of this lease and to that effect the Lessee entering into any agreement/s, deeds with companies, individuals, developers/third party etc. in respect of the Schedule property.

iv. The Lessor has no objections for the Lessee or its representatives for installation of machineries, equipments, etc. for generation of _____ power in the Schedule property and all work relating to thereto including but not limited to laying poles, wires, etc.

5. EVENT OF SALE, ACCEPTANCE OF LEASE BY THE NEW OWNER

(a) In the event of the owners transferring their rights/interest in any manner during the existence of the lease to any other person, the same may be allowed without affecting the rights of the Lessee under the Lease Agreement in any manner and the owners/purchasers/transferees shall inform the Lessee about the acquiring of the right/interest in respect of the leased property and on receipt of such information, the Lessee shall accept such new purchaser's/transferee's ownership of the land and obtain a written confirmation from such new owner/purchaser/transferee to the effect that he will be bound by the terms of the Lease Agreement.

(b) In the event of the owners transferring their rights/interest to any other person, the same may be informed to the Lessee and the Lessor shall ascertain and obtain all the necessary documents from the transferee to the effect that the transferee will be bound by the terms and conditions of the Lease Agreement for the balance period of the lease or for using the said documents for renewal of the lease for the balance period.

(c) During the subsistence of the lease, the Lessor shall not carry any activity, in the Schedule property, other than those agreed in this agreement;

(d) The change in the legal status of the Lessee shall not affect the terms and conditions of this Agreement.

(e) The original Lease Agreement shall be with the Lessee and the copy of the same will be with the Lessor.

(f) In the event of any dispute in respect of the land, the Lessee shall deposit the rent in the concerned civil court. In the event of retention of the rent with the Lessee, the Lessee shall be pay the same together with interest thereon at the rate ___% for such period.

(g) The Lessee shall not offer or create any charge or encumbrance by offering the same as by way of mortgage, security, etc. in favour of any Banks or financial institutions in respect of the loans or advances or any other financial facilities that may be availed by the Lessee.

(h) The owners shall pay the land tax/revenue in respect of the lands.

6. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:

The stamp duty and other registration charges, as applicable for this Agreement of Lease shall be paid by the Lessee.

7. FORCE MAJEURE:

It is also agreed and understood between the parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/its merchandise.

8. ADDRESSES FOR CORRESPONDENCE, ETC

Any notice and/or communications between the Parties shall be deemed to be sufficient, if delivered by hand under acknowledgement or sent by registered post acknowledgement due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time:

LESSOR'S:

LESSEE'S:

9. LESSOR'S DUTIES, COVENANTS AND OBLIGATIONS

a) The Lessor hereby covenants with the Lessee that the Lessee paying regularly the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule property without let, hindrance or interference from the Lessor or any other person/s claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule property or on account of any action by the Government during the period of lease and in the event of dispossession of the Lessee from the Schedule property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee.

b) The Lessor shall offer necessary support and co-operation to the Lessee in its process to obtain required permission/s, approval/s, clearances, etc.. from any Statutory Authority or other Local Bodies for the purpose of obtaining and licence, permissions, etc., for installation of power plant. However, obtaining such permission/s, approval/s, clearances, etc., shall be the sole responsibility of Lessee.

10. LESSEE'S COVENANT AND OBLIGATIONS

The Lessee hereby covenants with the Lessor as under:

(a) The Schedule property shall be utilised for the purpose referred to in Clause (1) above;

(b) The Lessee shall pay the rents (as per Clause (3)) regularly and promptly;

11. TERMINATION AND RE-ENTRY

The Lease shall be determinable under all or any of the following circumstances, namely –

i) by efflux of time;

ii) in the event of breach by either party of the terms, conditions and covenants hereof;

iii) if the Scheduled Premises or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or civil commotion, act of God, etc., and these damages be not restored to by the LESSOR within a reasonable time or if the demised premises is acquired compulsorily by any authority;

iv) After the expiry of lease period, the Lessee shall handover the land to the Lessor as it was existed previously at the time of this agreement (subject to normal wear and tear).

12. **VARIATION:**

The Lessor and the Lessee hereto acknowledge that this agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition and modifications of this agreement between the parties shall be valid only if in writing by the Lessor and Lessees authorized representative.

13. **ARBITRATION:**

a) Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application any of the clauses of this LEASE AGREEMENT or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, or consequent to, or in connection with this LEASE AGREEMENT shall be referred to and resolved by Arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under Arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The Arbitration proceedings shall be held at _____ and shall be in English/_____ Language.

b) This LEASE AGREEMENT shall be governed by the laws of India. The Courts at _____ alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this LEASE AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

LESSOR **LESSEE**

WITNESSES:
1.

2.

SCHEDULE PROPERTY

All that piece and parcel of Barren/ Agricultural land measuring ____ Acre _____ Kanai_____ marla_____Share out of Hadbast No._____Khewat No._____Khatoni No. ___Khasra No._____Mustil No. _____Kila No. _____ situated at Village/City _____ Tehsil _____ District and bounded on the:

(Note: The legal revenue terms to be changes to those prevalent in the State)

East by:

West by :

North by :

South by :

Annexure-C

GUVNL
INWARD NO. 2139
DATE 03/02/2023

Gujarat Urja Vikas Nigam Limited

Sardar Patel Vidyut Bhavan, Corporate Office, Racecourse, Vadodara 390007

No. GUVNL / DT/PRO/ 03 Date: 25/01/2023

CIRCULAR:

Sub: - Guidelines for publishing of Tender Advertisements in Newspapers

Ref: - 1) Circular No. SP/MPP/F.24/776 dated 11.03.2003

2) Circular No.PR/GUVNL/Tender/Advt/668 dated 06.06.2005.

In reference to above referred Circular, GUVNL and companies are following these guideline for releasing advertisement of tender notices and public notices in the newspaper on rotation basis.

However, to bring more competition and participations of vendor through wider publication and looking at the current competitive scenario, the overall tender advertisement policy followed by GUVNL and its companies was reviewed.

As approved by the Competent Authority of GUVNL, Circular/ Guideline for publishing of Tender Advertisements for GUVNL and Subsidiary Companies is as under:-

1) **Criteria for publication of tender notices in newspapers on rotation basis -**

Sr. No.	Estimated Cost of Work/Purchase	No. of Newspapers
A	From Rs. 25,000 /- up to Rs. 50 lakhs	01 Gujarati
B	Above Rs. 50 lakhs Up to Rs. 10 Crore	02 (One Gujarati + One English Gujarat edition)
C	Above Rs. 10 Crores Up to Rs. 100 Crores	02 (One Gujarati + One English Gujarat edition) **OR** 03 (One Gujarati + One English All India edition + One Financial daily - opt for combo wherever available) with the approval of MD Level Committee of respective Company for specific nature of work; where all India level vendors' attention are aquired, on case to case basis.
D	Above Rs. 100 Crores	03 (One Gujarati + One English All India edition + One Financial daily All India edition) (opt for combo offer for English main newspaper + their financial daily wherever available)

To
EE Solar
RDE 2
24-3

2) The size of advertisement should be kept minimum with standard font size and masthead size, logo size etc.
3) No name should be published at the bottom of the advertisement and only designation of the issuing authority is to be mentioned.
4) A indicative sample format (Gujarati & English advertisement) is attached herewith at **Annexure - A**
5) Long & detailed tender advertisement should not be given in newspapers.
6) If there is more than one tender for different locations of the same company, then the advertisements should be clubbed for publication, as far as possible.
7) All Companies may register in various online platforms/ portals/ website including Tender Trade newspaper portal, Tender Tiger, Tender Detail, All Tenders and IEEMA and ensure that our tenders appear/ are displayed.
8) Companies should issue tender advertisements directly to the respective newspaper as per rates approved by GoG Information Department or All India discounted rates offered to GUVNL by respective newspapers.
9) For tender of specific nature and high value, tender advertisements may be published in colour after proper designing with due approval from MD of respective company. Advertisement on Company's website.
10) Advertisement on GUVNL's website with link on subsidiary company's website. The detailed modality, of the same will issued separately.
11) All Tender Advertisement should be displayed on Company Office Notice Boards.

It is therefore requested to ensure that above guidelines are followed scrupulously, after observing all the formalities.

(H P Kothari)
Director (Technical)

To,
The Managing Director,
GSECL/ GETCO/ MGVCL/ DGVCL/ PGVCL/ UGVCL
Corporate Office,
Vadodara/ Surat/ Rajkot/ Mehsana

Cfwcs to: -
The Managing Director, GUVNL
Copy to: -

Date : 01/02/2023

No: UGVCL/R&C/Tech/ 101

To,
CE (PP)/GM(F)/ACE(TECH)/ACE(PROJ)/ACE(COM)/AGM(HR)
SE (CIVIL)/SE(P)/SE(RE)/SE(DSM)/SE(EMC)/SE(QCC)/SE(SOLOR)/SE(VIGI)
All CE/SE
Uttar Gujarat Vij Company Ltd.
R & C Office/ Circle Office,
Mehsana/Palanpur/Sabarmati/Himatnagar
This is for your information and take needful action.

Superintending Engineer (Tech)
UGVCL, Mehsana

UGVCL UTTAR GUJARAT VIJ COMPANY LIMITED
CIN – U40102GJ2003SGC042606 GST No. 24AAACU6551F1Z1
Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
website: www.ugvcl.com e-mail: corporate@ugvcl.com

Office Note:-

Solar Cell.
Date: 15-03-2023

Sub: Advertisement in news paper for Request for Selection of Solar Power Generators for Purchase of Solar Power through 'On-line' competitive bidding process (followed by reverse e-auction) for Solarization of various 11 KV Agricultural feeders of selected 66 / 11 KV Sub-stations in supply area of UGVCL under RESCO mode of PM-KUSUM Component-C Feeder level Solarization Scheme against Tender No: UGVCL/Project/Solar Cell /PM-KUSUM-C-FLS/TN-42 to TN-104 (63 Tenders).

For Request for Selection of Solar Power Generators for Purchase of Solar Power through 'On-line' competitive bidding process (followed by reverse e-auction) for Solarization of various 11 KV Agricultural feeders of selected 66 / 11 KV Sub-stations in supply area of UGVCL under RESCO mode of PM-KUSUM Component-C Feeder level Solarization online tendering on www.ugvcl.com & www.nprocure.com.

As per GUVNL letter no. GUVNL/DT/PRO/03 Dtd.25.01.2023 for tender advertisement & GUVNL letter no. GUVNL/Tech/Solar cell/PM KUSUM C/FLS/58 Dtd.06.01.2023 for properly publicise for more competition, Accordingly, the tender notice is attached herewith for advertisement in leading One Gujarati + One English All India edition + One Financial daily All India edition news papers.

Sr. No.	Tender Notice and No.	Estimated Cost in Rs.	Requisition No.
1	Request for Selection of Solar Power Generators for Purchase of Solar Power through 'On-line' competitive bidding process (followed by reverse e-auction) for Solarization of various 11 KV Agricultural feeders of selected 66 / 11 KV Sub-stations in supply area of UGVCL under RESCO mode of PM-KUSUM Component-C Feeder level Solarization Scheme of MNRE.	Rs. 729.75 Cr.	529923

Note is put up for approval please.

DE (Solar-2)

EE (Solar) :

UGVCL
UTTAR GUJARAT VIJ COMPANY LIMITED
CIN – U40102GJ2003SGC041296,GST No.-24AAACU6551F1Z1
Regd. & Corporate Office: Visnagar Road, MEHSANA - 384 001 (North Gujarat)
Website: www.ugvcl.com e-mail: corporate@ugvcl.com

SE (Solar) :

CE (P&Re) :

CE (P&P) :

To: Manager CC Cell: R&C Office: UGVCL: Mehsana

The copy of above tender notice is attached herewith.

Uttar Gujarat Vij Company Limited

E-Tender Notice :UGVCL/Project/Solar-PM-KUSUM-C-FLS/
TN-42 to TN-104 (63 nos. of Tenders)

UGVCL invites Request for Selection of Solar Power Generators for Purchase of Solar Power through Open competitive bidding process followed by reverse e-auction for Empanelment of 11 KV Agriculture feeders of selected 66 / 11 KV Substations in above area of UGVCL under RESCO mode of PM-KUSUM Component-C Feeder level Solarization Scheme of MNRE, covering 63 Agriculture with aggregate Solar plant capacity of 200 MW. Interested bidders are requested to visit web site https://getcrpv.in.net for RfS documents view, down load and on line submission and web site www.ugvcl.com for view & down load any amendment & clarifications. are requested to regularly visit the above website to check for amendment, if any in the Tender.

Date:- 17/03/2023

Chief Engineer (P&S)

UGVCL
Uttar Gujarat Vij Company Ltd.
CIN – U40102GJ2003SGC042906

UGVCL/RCO/CCCell/2023/043

CORPORATE COMMUNICATION CELL
Date : 17.03.2023

To,
The Publisher,
Divya Bhaskar Ahmedabad,
[Ahmedabad Edition: Gujarati], Black & White.

Subject: ADVERTISEMENT RELEASE LETTER – Advt. No. 032/2023.

Sir/Madam,

Pursuant to the approval of Competent Authority for publication of this advertisement, I am directed to send a copy of the draft advertisement for publication at a prominent place in the inner pages of your news paper/s in **Black & White** as per **Govt. of Gujarat/DAVP/DIPR approved rates only in Ahmedabad EDITION**.

The advertisement matter must be published with **UGVCL Logo in Govt. approved font size only** and use minimum space possible.

You are requested to send the bill in triplicate with advanced stamp money receipt, copy of the newspapers, Advt. Release Letter and other documents to **Chief Engineer (P), UGVCL, Regd. & Corporate Office, Visnagar Road, Mehsana - 384001.**

Yours faithfully,

Superintending Engineer (Tech. & Vig.)

CFWCs to:

- Chief Engineer (P), UGVCL, Regd. & Corporate Office, Visnagar Road, Mehsana - 384001.
- Dy. CAO (Exp.), UGVCL, RCO, Mehsana

Uttar Gujarat Vij Company Limited

Regd. & Corporate Office: Visnagar Road, Mehsana 384001
GUJARAT-INDIA, Phone no. (02762) 222080-81 www.ugvcl.com

E-Tender Notice : UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-42 to TN-104 (63 nos. of Tenders)

UGVCL invites Request for Selection of **Solar Power Generators** for Purchase of Solar Power through On-line competitive bidding process (followed by reverse e-auction) for Solarization of various 11 KV Agricultural feeders of selected 66 / 11 KV Sub-stations in supply area of UGVCL under RESCO mode of **PM-KUSUM Component-C Feeder level Solarization** Scheme of MNRE, covering 63 Substations with aggregate Solar plant capacity of 208.5 MW. Interested Bidders are requested to visit web-site https://ugvcl.nprocure.com (for RfS documents view, down load and on line submission) and web site www.ugvcl.com(for view & down load only).Interested bidders are requested to regularly visit the above websites to check for amendment, if any in the Tender.

Date:- 17/03/2023 **Chief Engineer (P&P)**

UGVCL
Uttar Gujarat Vij Company Ltd.
CIN – U40102GJ2003SGC042906

UGVCL/RCO/CCCell/2023/044

CORPORATE COMMUNICATION CELL
Date : 17.03.2023

To,
The Publisher,
Indian Express Ahmedabad,
[All India Edition: English], Black & White.

Subject: ADVERTISEMENT RELEASE LETTER – Advt. No. 032/2023.

Sir/Madam,

Pursuant to the approval of Competent Authority for publication of this advertisement, I am directed to send a copy of the draft advertisement for publication at a prominent place in the inner pages of your news paper/s **The Indian Express All India + Financial Express All India** in **Black & White only All India EDITION**.

The advertisement matter must be published with **UGVCL Logo in Govt. approved font size only** and use minimum space possible.

Your Specified Rates are as under.

Publication	*No of Edition*	*Tender Rate Card Per Sqcm B/W*	*Discount*	*Net Offer rate after discount*
The Indian Express + Financial Express All India *IE:* Mumbai, Pune, Nagpur, Ahmedabad, Baroda, Delhi, Chandigarh, Lucknow, Kolkata , Jaipur *FE:* Ahmedabad (Gujarati + English), Mumbai, Pune, Delhi, Lucknow, Chandigarh, Kolkata, Hyderabad, Chennai, Bangalore, and Kochi	*22*	*Rs.7985/-*	*15%*	*6787.25/- + 5% GST*

You are requested to send the bill in triplicate with advanced stamp money receipt, copy of the newspapers, Advt. Release Letter and other documents to **Chief Engineer (P), UGVCL, Regd. & Corporate Office, Visnagar Road, Mehsana - 384001.**

Yours faithfully,

Superintending Engineer (Tech. & Vig.)

CFWCs to:

- Chief Engineer (P), UGVCL, Regd. & Corporate Office, Visnagar Road, Mehsana - 384001.
- Dy. CAO (Exp.), UGVCL, RCO, Mehsana

Uttar Gujarat Vij Company Limited

Regd. & Corporate Office: Visnagar Road, Mehsana -384001
GUJARAT-INDIA. Phone no. (02762) 222080-81 www.ugvcl.com

E-Tender Notice : UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-42 to TN-104 (63 nos. of Tenders)

UGVCL invites Request for Selection of **Solar Power Generators** for Purchase of Solar Power through 'On-line' competitive bidding process (followed by reverse e-auction) for Solarization of various 11 KV Agricultural feeders of selected 66 / 11 KV Sub-stations in supply area of UGVCL under RESCO mode of **PM-KUSUM Component-C Feeder level Solarization** Scheme of MNRE covering 63 Substations with aggregate Solar plant capacity of 208.5 MW. Interested Bidders are requested to visit web site https://ugvcl.nprocure.com (for RfS documents view, down load and on line submission) and web-site www.ugvcl.com(for view & down load only) Interested bidders are requested to regularly visit the above websites to check for amendment, if any in the Tender.

Date:- 17/03/2023 **Chief Engineer (P&P)**

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dedsmcell.pgvcl@gebmail.com

From: "eedsmcell.pgvcl" <eedsmcell.pgvcl@gebmail.com>
Date: Friday, March 4, 2022 12:10 PM
To: "DE DSM PGVCL" <dedsmcell.pgvcl@gebmail.com>; "SOLAR SRT" <srt.pgvcl@gebmail.com>
Cc: "C jedsm pg" <je2dsmcell.pgvcl@gebmail.com>
Attach: FLS Capacity Calculation.docx
Subject: Fw: Calculation of Solar Power Plants Capacity under Feeder Level Solarization

EE- DSM Cell,
PGVCL, Corporate Office,
Rajkot

From: I/C ACE SOLAR GUVNL
Sent: Wednesday, March 2, 2022 10:28 AM
To: ceproject.pgvcl@gebmail.com ; aceproj.pgvcl@gebmail.com ; acerc.mgvcl@gebmail.com ; acesdp.dgvcl@gmail.com ; 'B R Icecreamwala' ; aceproject@ugvcl.com ; 'SE (Solar)' ; 'A V Saxena' ; sedsm.dgvcl@gmail.com ; 'SE DSM' ; ser_c. pgvcl@gebmail. com ; eedsmcell.pgvcl@gebmail.com
Cc: cetech.guvnl@gebmail.com ; de1solar.guvnl@gebmail.com ; de2solar.guvnl@gebmail.com ; solarcell.guvnl@gmail.com
Subject: FW: Calculation of Solar Power Plants Capacity under Feeder Level Solarization

Sir,
Please find the trailing mail from MNRE with the methodology of calculating the Solar power plant capacity under the Feeder Level Solarization of the PM-KUSUM Scheme Component-C.

As you know that GUVNL has demanded 1000 MW capacity for 3Lakh Ag. connections from MNRE and sanction would be received soon. So we will required the SS wise solar capacity in next fortnight.
Kindly prepare the data of the Substation wise Estimated Solar Plant capacity as per the methodology.

So, concerned Nodal Officer is requested to undertake the exercise for their DISCOM to estimate the Solar plant capacity.

With regards,
R. J. Vala
I/C ACE(Solar Cell),
GUVNL, Vadodara.

From: Shobhit Srivastava [mailto:shobhit.srivastava@nic.in]
Sent: 10 February 2022 09:16
To: md apdcl <md.apdcl@apdcl.org>; cecomcseb@gmail.com; 62tcsharma@gmail.com; ramakant ece <ramakant.ece@gmail.com>; amal sinhal <amal.sinhal@relianceada.com>; ceo sectt <ceo.sectt@relianceada.com>; Abhishek r ranjan <Abhishek.r.ranjan@relianceada.com>; g sethi <g.sethi@tatapower-ddl.com>; cetech guvnl <cetech.guvnl@gebmail.com>; sesolar guvnl

07/03/2022

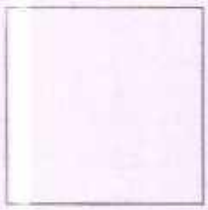
sesolar.guvnl@gebmail.com>; gedagoa@yahoo.com; cecommercial@dhbvn.org.in; cecommercial@uhbvn.org.in; secommercial@uhbvn.org.in; secommercial@dhbvn.org.in; insood99@gmail.com; CEO Himurja <himurja-hp@nic.in>; ceojakeda2@gmail.com; mdjpdcl3@gmail.com; semrekathua@gmail.com; cecr2018@gmail.com; mdvitran@gmail.com; cerees@kseb.in; Managing Director M.P Urja Vikas Nigam ltd <mduvn@mp.gov.in>; bhuvneshpatel bp <bhuvneshpatel.bp@gmail.com>; ce mpuvn1982 <ce.mpuvn1982@gmail.com>; ceremsedcl@gmail.com; sujitppre@gmail.com; seprojects mepdcl <seprojects.mepdcl@gmail.com>; ashok oreda <ashok.oreda@gmail.com>; Superintending Engineer-cum-Head of the Department, Electricity Department, Puducherry <se1ped.pon@nic.in>; M.P. Singh <mpsingh@peda.gov.in>; rrec2016@gmail.com; DDH HQ HORT <DDH.HQ.HORT@RAJASTHAN.GOV.IN>; eesolarproj@tnebnet.org; pcbains@gmail.com; pdsolartsredco@gmail.com; tredaagartala@gmail.com; ad comm <ad_comm@rediffmail.com>; cmd tsecl <cmd.tsecl@rediffmail.com>; dirupneda@gmail.com; vc@nredcap.in; assamrenewable@gmail.com; info@jreda.com; agm sgkredl <agm.sgkredl@gmail.com>; gmdsm@bescom.co.in; gmdsm work <gmdsm.work@gmail.com>; eedsmandrnd hescom <eedsmandrnd.hescom@gmail.com>; projectscesc@gmail.com; jayakumar@anert.in; secssjodhpur@gmail.com; secss jdvvnl <secss.jdvvnl@rajasthan.gov.in>; md avvnl <md.avvnl@rajasthan.gov.in>; md@jvvnl.org; gm1@teda.in; tnebsankar in <tnebsankar.in@gmail.com>; sethuc2@gmail.com; ce dsm4 <ce.dsm4@gmail.com>; neerajkumar upcl <neerajkumar.upcl@gmail.com>; solarwbsedcl2018@gmail.com
Cc: Jeevan Kumar Jethani <jethani.jk@nic.in>; Himani Mehta <himani.mehta@gov.in>
Subject: Calculation of Solar Power Plants Capacity under Feeder Level Solarization

Sir/ Madam,

This has reference to calculation of solar power plant capacity under feeder level solarization of Component-C of PM-KUSUM. Ministry has received requests from SIAs for clarifications in the estimation of plant capacity. Based on the queries received and also highlighting the relevant provisions of the Guidelines issued on 04.12.2022, a summary of methodology to be adopted for estimation of plant capacity has been prepared and attached herewith for information. All SIAs are requested to follow the methodology mentioned in the attached document. SIAs do not need prior approval of MNRE on capacity of the plant to be installed. The CFA will be released as per the attached methodology.

Regards

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Scientist-D
MNRE



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Solar Plant Capacity Calculation Under Feeder Level Solarization

All SIAs are requested to take note of the following provisions of the Feeder Level Solarization Guidelines issued by MNRE on 04.12.2020 and instructions issued on queries received from the Implementation Agencies:

(i) The requirement of total annual power for an agriculture feeder will be assessed and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder can be installed either through CAPEX mode or RESCO mode, which will supply solar power to that feeder. For example, a feeder having annual power requirement of say 10 lakh units, the power can be supplied by solar power plant of capacity around 600 kW with CUF of 19%.

(ii) Average of consumption of last three years shall be considered for calculating the solar plant capacity as illustrated above.

(iii) Mixed feeders can also be solarized, however, MNRE CFA will be available based on capacity calculated for agriculture consumption.

(iv) Under the Scheme solarisation of pumps of any capacity is allowed, however, in case of pumps of capacity above 7.5 HP, the CFA will be limited to solar capacity for 7.5 HP pumps.

(v) For calculating consumption for pumps of capacity higher than 7.5 HP, for the purpose of calculating plant capacity eligible for MNRE CFA, average consumption of 7.5 HP pumps on the same feeder may be considered. This average consumption may be used in estimating consumption for all pumps of capacity higher than 7.5 HP.

(vi) The state may choose to install feeder level solar power plant of capacity higher than capacity required for supplying power to agriculture feeder. The additional solar power generated may be used for supplying nearby rural/urban loads during day time or alternatively stored/banked for supplying power during evening hours for lighting/induction cooking and other household purposes. However, in this case CFA will be limited for solar capacity required for supplying power to the agriculture feeder.

(vii) Since the projects are to be commissioned near the point of consumption, distribution losses would be reduced, therefore, losses shall not be considered in plant capacity estimation.

(viii) CUF shall be taken as per the solar insolation on site, however, CUF of minimum 19% shall be considered for calculation of plant capacity eligible for CFA. No restrictions to be made on installing DC capacity higher than total contracted AC capacity of the plant to help achieve higher CUF.

(ix) In case of unmetered connections, following methods may be followed for calculation of consumption:

a. Indexation approved by the State Electricity Regulatory Commission may be followed.

b. If both metered and unmetered connections are there on the same feeder, capacity-wise average of consumption of the metered connections may be extended to the unmetered connections. This shall be cross-checked with the feeder level meter.

c. Consumption on feeder level meters may be used for estimation of plant capacity. However, if pumps of capacity higher than 7.5 HP are there on such feeder, capacity may be calculated based on consumption reduced in proportion of the load if capacity capped at 7.5 HP and actual load on the feeder.

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ANNEXURE-K20- List of Solar Power Palnts with details viz: Name of Substation, Name of feeders, capacity, Energy requirment, EMD against , PBG against , Requirment of minumum Turn Over, etc.

Sr. No.	Tender Part No.	Circle	Name of Sub Station 66KV/11KV	Name of Solar Plant	No. of Ag Feeders	No. of Connections	Total Consumption up to 7.5 HP Eligible for CFA (KWH)	Solar Plant capacity considering eligible CFA (Considering 19% CUF) up to 7.5 HP (MW)	Estimated Project cost (i.e. @Rs. 3.5 Cr per MW) (Rs. In Cr.)	EMD@Rs. 1 Lakh per MW (Rs.)	PBG@Rs. 5 Lakh per MW (Rs.)	Required amount of Minimum average Annual Turn over (Rs)
1	TN-3	HIMATNAGAR	66KV DANTOD SS	UG-FLS-1	5	2292	5892927	3.541	12.392	3,54,057	17,70,286	3,71,76,001
2		HIMATNAGAR	66KV KALIDUNGARI SS	UG-FLS-2	4	1390	5927509	3.561	12.465	3,56,135	17,80,674	3,73,94,163
3		HIMATNAGAR	66KV KHERADI SS	UG-FLS-3	4	1285	6440609	3.870	13.544	3,86,963	19,34,814	4,06,31,096
4		HIMATNAGAR	66KV KISANGADH SS	UG-FLS-4	2	399	2079998	1.250	4.374	1,24,970	6,24,849	1,31,21,832
5		HIMATNAGAR	66KV LAXMANPUARA SS	UG-FLS-5	4	1080	3667183	2.203	7.712	2,20,331	11,01,653	2,31,34,718
6		HIMATNAGAR	66KV MAU SS	UG-FLS-6	2	389	1800309	1.082	3.786	1,08,166	5,40,828	1,13,57,393
7		HIMATNAGAR	66KV NAVA BHETALI SS	UG-FLS-7	3	867	2717126	1.632	5.714	1,63,250	8,16,248	1,71,41,204
8		HIMATNAGAR	66KV NAVA VENPUR SS	UG-FLS-8	3	884	2718573	1.633	5.717	1,63,337	8,16,683	1,71,50,334
9		HIMATNAGAR	66KV PAL SS	UG-FLS-9	3	1004	2561539	1.539	5.387	1,53,902	7,69,508	1,61,59,671
10		HIMATNAGAR	66KV TORDA SS	UG-FLS-10	4	1521	5878100	3.532	12.361	3,53,166	17,65,832	3,70,82,465
11		HIMATNAGAR	66KV UBSAL SS	UG-FLS-11	3	717	2945727	1.770	6.194	1,76,984	8,84,921	1,85,83,351
12		HIMATNAGAR	66KV VANKANER SS	UG-FLS-12	3	1029	4571042	2.746	9.612	2,74,636	13,73,180	2,88,36,780
13		HIMATNAGAR	66KV VIJAYNAGAR SS	UG-FLS-13	3	1312	2120502	1.274	4.459	1,27,403	6,37,017	1,33,77,359
14		HIMATNAGAR	66KV ZINZUDI SS	UG-FLS-14	4	1342	3690061	2.217	7.760	2,21,705	11,08,526	2,32,79,043
15		HIMATNAGAR	66KV CHANDARANI SS	UG-FLS-15	3	901	4746760	2.852	9.982	2,85,193	14,25,967	2,99,45,314
Total of Tender No.01 (15 nos. Of Solar Power Plants)					50	16412	57757965	34.702	121.457	34,70,197	1,73,50,987	36,43,70,724

ANNEXURE-K20- List of Solar Power Palnts with details viz: Name of Substation, Name of feeders, capacity, Energy requirment, EMD against , PBG against , Requirment of minumum Turn Over, etc.

Sr. No.	Tender Part No.	Circle	Name of Sub Station 66KV/11KV	Name of Solar Plant	No. of Ag Feeders	No. of Connections	Total Consumption up to 7.5 HP Eligible for CFA (KWH)	Solar Plant capacity considering eligible CFA (Considering 19% CUF) up to 7.5 HP (MW)	Estimated Project cost (i.e. @Rs. 3.5 Cr per MW) (Rs. In Cr.)	EMD@Rs. 1 Lakh per MW (Rs.)	PBG@Rs. 5 Lakh per MW (Rs.)	Required amount of Minimum average Annual Turn over (Rs)
16	TN-4	HIMATNAGAR	66KV DUGARWADA SS	UG-FLS-16	3	1164	6163497	3.703	12.961	3,70,313	18,51,567	3,88,82,913
17		HIMATNAGAR	66KV HELODAR SS	UG-FLS-17	4	930	3669081	2.204	7.716	2,20,445	11,02,223	2,31,46,688
18		HIMATNAGAR	66KV KASANA SS	UG-FLS-18	3	835	2617808	1.573	5.505	1,57,282	7,86,412	1,65,14,653
19		HIMATNAGAR	66KV KHERAI SS	UG-FLS-19	3	1095	1633474	0.981	3.435	98,142	4,90,710	1,03,04,903
20		HIMATNAGAR	66KV LIMBHOI SS	UG-FLS-20	4	788	4072617	2.447	8.564	2,44,690	12,23,449	2,56,92,430
21		HIMATNAGAR	66KV LIMBODARA SS	UG-FLS-21	1	352	1729857	1.039	3.638	1,03,933	5,19,664	1,09,12,943
22		HIMATNAGAR	66KV MALPUR SS (1)	UG-FLS-22	1	675	3719006	2.234	7.821	2,23,444	11,17,221	2,34,61,646
23		HIMATNAGAR	66KV MALPUR SS (2)	UG-FLS-23	2	865	4976883	2.990	10.466	2,99,020	14,95,098	3,13,97,060
24		HIMATNAGAR	66KV MALPUR SS (3)	UG-FLS-24	2	926	4515689	2.713	9.496	2,71,310	13,56,552	2,84,87,584
25		HIMATNAGAR	66KV MEGHRAJ SS (1)	UG-FLS-25	3	747	3311685	1.990	6.964	1,98,972	9,94,859	2,08,92,030
26		HIMATNAGAR	66KV MEGHRAJ SS (2)	UG-FLS-26	2	621	4124000	2.478	8.672	2,47,777	12,38,885	2,60,16,583
27		HIMATNAGAR	66KV MEGHRAJ SS (3)	UG-FLS-27	3	1437	3470305	2.085	7.298	2,08,502	10,42,509	2,18,92,699
28		HIMATNAGAR	66KV MODASA SS (1)	UG-FLS-28	4	885	4062465	2.441	8.543	2,44,080	12,20,399	2,56,28,383
29		HIMATNAGAR	66KV MODASA SS (2)	UG-FLS-29	1	649	3411600	2.050	7.174	2,04,975	10,24,874	2,15,22,351
30		HIMATNAGAR	66KV NANISROL SS (1)	UG-FLS-30	3	808	4597921	2.763	9.669	2,76,251	13,81,255	2,90,06,352
31		HIMATNAGAR	66KV NANISROL SS (2)	UG-FLS-31	2	682	3473072	2.087	7.303	2,08,668	10,43,341	2,19,10,152
32		HIMATNAGAR	66KV NAVAGAM SS	UG-FLS-32	5	1132	4539646	2.727	9.546	2,72,750	13,63,749	2,86,38,720
33		HIMATNAGAR	66KV RAMGADHI SS (1)	UG-FLS-33	2	884	4561821	2.741	9.593	2,74,082	13,70,410	2,87,78,611
34		HIMATNAGAR	66KV RAMGADHI SS (2)	UG-FLS-34	4	1332	3483513	2.093	7.325	2,09,295	10,46,477	2,19,76,021
35		HIMATNAGAR	66KV SHANGAL SS	UG-FLS-35	2	645	2295101	1.379	4.826	1,37,894	6,89,468	1,44,78,826
36		HIMATNAGAR	66KV SHINAWAD SS (1)	UG-FLS-36	4	1075	5183195	3.114	10.900	3,11,415	15,57,076	3,26,98,597
37		HIMATNAGAR	66KV SHINAWAD SS (2)	UG-FLS-37	3	1233	5533937	3.325	11.637	3,32,488	16,62,442	3,49,11,280
38		HIMATNAGAR	66KV ANIYOR SS	UG-FLS-38	3	1011	4658184	2.799	9.796	2,79,872	13,99,358	2,93,86,522
Total of Tender No.02 (23 nos. Of Solar Power Plants)					64	20771	89804358	53.956	188.846	53,95,599	2,69,77,997	56,65,37,947

ANNEXURE-K20- List of Solar Power Palnts with details viz: Name of Substation, Name of feeders, capacity, Energy requirment, EMD against , PBG against , Requirment of minumum Turn Over, etc.

Sr. No.	Tender Part No.	Circle	Name of Sub Station 66KV/11kV	Name of Solar Plant	No. of Ag Feeders	No. of Connections	Total Consumption up to 7.5 HP Eligible for CFA (KWH)	Solar Plant capacity considering eligible CFA (Considering 19% CUF) up to 7.5 HP (MW)	Estimated Project cost (i.e. @Rs. 3.5 Cr per MW) (Rs. in Cr.)	EMD@Rs. 1 Lakh per MW (Rs.)	PBG@Rs. 5 Lakh per MW (Rs.)	Required amount of Minimum average Annual Turn over (Rs)
39	TN-5	HIMATNAGAR	66KV DEMAI SS	UG-FLS-39	2	290	1986650	1.194	4.178	1,19,361	5,96,807	1,25,32,940
40		HIMATNAGAR	66KV HMT-2 SS	UG-FLS-40	1	332	2230573	1.340	4.691	1,34,017	6,70,083	1,40,71,747
41		HIMATNAGAR	66KV KANIYOL SS	UG-FLS-41	2	601	3630681	2.181	7.635	2,18,138	10,90,688	2,29,04,438
42		HIMATNAGAR	66KV RAYGADH	UG-FLS-42	3	1043	5623146	3.378	11.825	3,37,848	16,89,241	3,54,74,066
43		HIMATNAGAR	66KV RUPAL SS	UG-FLS-43	2	525	2924126	1.757	6.149	1,75,686	8,78,432	1,84,47,082
44		HIMATNAGAR	66KV DIDHIYA SS	UG-FLS-44	3	747	2061915	1.239	4.336	1,23,883	6,19,417	1,30,07,757
45		HIMATNAGAR	66KV GOLWADA SS	UG-FLS-45	4	1153	5881083	3.533	12.367	3,53,346	17,66,728	3,71,01,280
46		HIMATNAGAR	66KV HINGATIYA SS	UG-FLS-46	2	704	2064252	1.240	4.341	1,24,024	6,20,119	1,30,22,497
47		HIMATNAGAR	66KV KHEDBRAHMA SS	UG-FLS-47	3	701	2593218	1.558	5.453	1,55,805	7,79,025	1,63,59,520
48		HIMATNAGAR	66KV POSHINA SS	UG-FLS-48	3	1238	2933495	1.762	6.169	1,76,249	8,81,247	1,85,06,185
49		HIMATNAGAR	66KV BAYAD SS	UG-FLS-49	2	1052	6137111	3.687	12.905	3,68,728	18,43,641	3,87,16,453
50		HIMATNAGAR	66KV NIRMALI SS	UG-FLS-50	1	199	2472542	1.486	5.199	1,48,555	7,42,773	1,55,98,226
51		HIMATNAGAR	66KV RAHIYOL SS	UG-FLS-51	2	507	1994870	1.199	4.195	1,19,855	5,99,276	1,25,84,799
Total of Tender No.03 (13 nos. Of Solar Power Plants)					30	9092	42523661	25.555	89.442	25,55,495	1,27,77,476	26,83,26,990
Grand Total					144	46275	190095984	114.213	399.745	1,14,21,292	5,71,06,460	1,19,92,35,661

ANNEXURE-K20- Solar Power Plant with details viz: Name of Substation, Name of feeders, capacity, Energy requirment, EMD against , PBG against , Requirment of minumum Turn Over, etc.

Sr. No.	Tender No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant	Name of AG feeders	No. of Ag Feeders	No. of Connections	Total Consumption up to 7.5 HP Eligible for CFA (KWH)	Minimum Annual energy generation (corresponding to 19% minimum CUF) (KWH)	Solar Plant capacity considering eligible CFA (Considering 19% CUF) up to 7.5 HP (MW)	Estimated Project cost (i.e. @Rs. 3.5 Cr per MW) (Rs. In Cr.)	EMD@Rs. 1 Lakh per MW (Rs. In Lacs)	PBG@Rs. 5 Lakh per MW (Rs. In Lacs)	Required amount of Minimum average Annual Turn over (Rs In Cr.)
1	TN-6	HIMATNAGAR	BHILODA	VIJAYNAGAR	66KV DANTOD SS	UG-FLS-1	PARVATH, DHADHAVAV, CHITARIYA, CHITHODA, BADARKHA	5	2292	5892927	5892927	3.541	12.392	3.5	17.7	3.72
2	TN-7	HIMATNAGAR	BHILODA	BHILODA-2	66KV KAUDUNGARI SS	UG-FLS-2	NANDOL, ADAHATHKOL, RAMESHWAR, MOTIBEBAR	4	1390	5927509	5927509	3.561	12.465	3.6	17.8	3.74
3	TN-8	HIMATNAGAR	BHILODA	BHILODA-1	66KV KISANGADH SS	UG-FLS-4	MALEKPUR, ZANZAR	2	399	2079998	2079998	1.250	4.374	1.2	6.2	1.31
4	TN-9	HIMATNAGAR	BHILODA	SHAMLAJI	66KV LAXMANPURA SS	UG-FLS-5	VAGHPUR, KUNDOL, DEHGAMDA, RAMELA	4	1080	3667183	3667183	2.203	7.712	2.2	11.0	2.31
5	TN-10	HIMATNAGAR	BHILODA	BHILODA-1	66KV MALI SS	UG-FLS-6	SUNSAR, KHAPRETA	2	389	1800309	1800309	1.082	3.786	1.1	5.4	1.14
6	TN-11	HIMATNAGAR	BHILODA	SHAMLAJI	66KV NAVA BHETALI SS	UG-FLS-7	JESHINGPUR, JASVANTPURA, ABHAPUR	3	867	2717126	2717126	1.632	5.714	1.6	8.2	1.71
7	TN-12	HIMATNAGAR	BHILODA	SHAMLAJI	66KV NAVA VENPUR SS	UG-FLS-8	VENPUR, AMSOL, JAMBUDI	3	884	2718573	2718573	1.633	5.717	1.6	8.2	1.72
8	TN-13	HIMATNAGAR	BHILODA	VIJAYNAGAR	66KV PAL SS	UG-FLS-9	SAMAIYA, BALETA, VANKADA	3	1004	2561539	2561539	1.539	5.387	1.5	7.7	1.62
9	TN-14	HIMATNAGAR	BHILODA	BHILODA-1	66KV URSAL SS	UG-FLS-11	BOLUDRA, BAVALIYAPAL, URSAL	3	717	2945727	2945727	1.770	6.194	1.8	8.8	1.86
10	TN-15	HIMATNAGAR	BHILODA	VIJAYNAGAR	66KV VIJAYNAGAR SS	UG-FLS-13	NILAU, NAVAGAM, SAROLI	3	1312	2120502	2120502	1.274	4.459	1.3	6.4	1.34
11	TN-16	HIMATNAGAR	BHILODA	BHILODA-2 & BHILODA-1	66KV ZINZUDI SS	UG-FLS-14	DHARTI, MANDEPAN, GANGA, RAYSINGPUR	4	1342	3690061	3690061	2.217	7.760	2.2	11.1	2.33
12	TN-17	HIMATNAGAR	BHILODA & HIMMATNAGAR	BHILODA-2 & GAMBHOI	66KV CHANDRANA SS	UG-FLS-15	NANDHI, HIMATPUR, SHANGAL	3	901	4746760	4746760	2.852	9.982	2.9	14.3	2.99
Total of First 12 nos. Of Tenders								39	12577	40868214	40868214	24.554	85.940			
13	TN-18	HIMATNAGAR	MODASA	MALPUR	66KV HELODAR SS	UG-FLS-17	KIDIYAD, LALPUR, KATKUVA, MEGHA	4	930	3669081	3669081	2.204	7.716	2.2	11.0	2.31
14	TN-19	HIMATNAGAR	MODASA	MEGHRAJ-1	66KV KHERAI SS	UG-FLS-19	ADHODIYA, BHEMAPUR, BOYANIYA	3	1095	1633474	1633474	0.981	3.435	1.0	4.9	1.03
15	TN-20	HIMATNAGAR	MODASA	MODASA RURAL	66KV LIMBHOI SS	UG-FLS-20	KHUMAPUR, BHAVANI, GALSUNDRA, LIMBHOI	4	788	4072617	4072617	2.447	8.564	2.4	12.2	2.57
16	TN-21	HIMATNAGAR	MODASA	MALPUR	66KV MALPUR SS (Plant-1)	UG-FLS-22	ANIYOR	1	675	3719006	3719006	2.234	7.821	2.2	11.2	2.35
17	TN-22	HIMATNAGAR	MODASA	MALPUR	66KV MALPUR SS (Plant-2)	UG-FLS-23	TISKI, AMBAVA	2	865	4976883	4976883	2.990	10.466	3.0	15.0	3.14
18	TN-23	HIMATNAGAR	MODASA	MALPUR	66KV MALPUR SS (Plant-3)	UG-FLS-24	VAVDIBARA, PARSODA	2	926	4515689	4515689	2.713	9.496	2.7	13.6	2.85
19	TN-24	HIMATNAGAR	MODASA	MEGHRAJ-1 & MEGHRAJ-2	66KV MEGHRAJ SS (Plant-1)	UG-FLS-25	IPLODA, ROLA, JOGIVANTA	3	747	3311685	3311685	1.990	6.964	2.0	9.9	2.09
20	TN-25	HIMATNAGAR	MODASA	MEGHRAJ-1	66KV MEGHRAJ SS (Plant-3)	UG-FLS-27	BEDAJ, KARANPUR, KESHARPURA	3	1417	3470305	3470305	2.085	7.298	2.1	10.4	2.19
21	TN-26	HIMATNAGAR	MODASA	MODASA RURAL & MODASA TOWN	66KV MODASA SS (Plant-1)	UG-FLS-28	RAKHIYAL, CHOPDA, TEJASVI, KOLIKHAD	4	885	4062465	4062465	2.441	8.543	2.4	12.2	2.56
22	TN-27	HIMATNAGAR	MODASA	MODASA TOWN	66KV MODASA SS (Plant-2)	UG-FLS-29	VANIYAD	1	649	3411600	3411600	2.050	7.174	2.0	10.2	2.15
23	TN-28	HIMATNAGAR	MODASA	TINTOI	66KV NAMISKOL SS (Plant-1)	UG-FLS-30	DUNGRESH, JALIYA, JAMBUSAR	3	808	4597921	4597921	2.763	9.669	2.8	13.8	2.90
24	TN-29	HIMATNAGAR	MODASA	TINTOI	66KV NAMISKOL SS (Plant-2)	UG-FLS-31	VAGHDIYA	2	682	3473072	3473072	2.087	7.303	2.1	10.4	2.19
Total of Second 12 nos. Of Tenders								32	10487	44913799	44913799	26.985	94.447			
25	TN-30	HIMATNAGAR	MODASA	MALPUR & MEGHRAJ-1	66KV RAMGADHI SS (Plant-1)	UG-FLS-33	AGATIYA, RAYAVADA	2	884	4561821	4561821	2.741	9.593	2.7	13.7	2.88
26	TN-31	HIMATNAGAR	MODASA	MEGHRAJ-1 & MALPUR	66KV RAMGADHI SS (Plant-2)	UG-FLS-34	SARANGPUR, SURDEVI, UMBODARA, VAGHORA	4	1332	3483513	3483513	2.093	7.325	2.1	10.5	2.20
27	TN-32	HIMATNAGAR	MODASA	MEGHRAJ-2 & TINTOI	66KV SHANGAL SS	UG-FLS-35	RAMJI, HATHIPURA	2	645	2295101	2295101	1.379	4.826	1.4	6.9	1.45
28	TN-33	HIMATNAGAR	HIMATNAGAR	HIMATNAGAR RURAL	66KV DEMAI SS	UG-FLS-39	REVANTA, ITTPUR	2	290	1986650	1986650	1.194	4.178	1.2	6.0	1.25
29	TN-34	HIMATNAGAR	HIMATNAGAR	GAMBHOI	66KV HMT-2 SS	UG-FLS-40	VIRAWADA	1	332	2230573	2230573	1.340	4.691	1.3	6.7	1.41
30	TN-35	HIMATNAGAR	HIMATNAGAR	GAMBHOI	66KV RAYGADH	UG-FLS-42	ADPODARA, PANCHERA, RAJENDRANAGAR	3	1043	5623146	5623146	3.378	11.825	3.4	16.9	3.55

ANNEXURE-K20- Solar Power Plant with details viz: Name of Substation, Name of feeders, capacity, Energy requirment, EMD against , PBG against , Requirment of minumum Turn Over, etc.

Sr. No.	Tender No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant	Name of AG feeders	No. of Ag Feeders	No. of Connection	Total Consumption up to 7.5 HP Eligible for CFA (KWH)	Minimum Annual energy generation (corresponding to 19% minimum CUF) (KWH)	Solar Plant capacity considering eligible CFA (Considering 19% CUF) up to 7.5 HP (MW)	Estimated Project cost (i.e @Rs. 3.5 Cr per MW) (Rs. In Cr.)	EMD@Rs. 1 Lakh per MW (Rs. In Lacs)	PBG@Rs. 5 Lakh per MW (Rs. In Lacs)	Required amount of Minimum average Annual Turn over (Rs In Cr.)
31	TN-36	HIMATNAGAR	IDAR	KHEDBRAHMA	66KV DIDHIYA SS	UG-FLS-44	VANKADIVAV, SHISHVALLA, VALRAN	3	747	2061915	2061915	1.239	4.336	1.2	6.2	1.30
32	TN-37	HIMATNAGAR	IDAR	KHEDBRAHMA	66KV HINGATIYA SS	UG-FLS-46	AMBAGADHA, DIGTHALI	2	704	2064252	2064252	1.240	4.341	1.2	6.2	1.30
33	TN-38	HIMATNAGAR	IDAR	KHEDBRAHMA	66KV KHEDBRAHMA SS	UG-FLS-47	DELWADA, DAMAWAS, KHEDWA	3	701	2593218	2593218	1.558	5.453	1.6	7.8	1.64
34	TN-39	HIMATNAGAR	TALOD	BAYAD	66KV BAYAD SS	UG-FLS-49	RADODRA, KHADOL	2	1052	6137111	6137111	3.687	12.905	3.7	18.4	3.87
35	TN-40	HIMATNAGAR	TALOD	CHOILA	66KV NIRMALI SS	UG-FLS-50	MOTIZER	1	199	2472542	2472542	1.486	5.199	1.5	7.4	1.56
36	TN-41	HIMATNAGAR	TALOD	DHANSURA	66KV BAMYOL SS	UG-FLS-51	MALEKPUR, GUJERI	2	507	1994870	1994870	1.199	4.195	1.2	6.0	1.26
Total of Third 12 nos. Of Tenders								27	8436	37504712	37504712	22.533	78.867			
Grand Total								98	31500	123286725	123286725	74.073	259.255			

REQUEST FOR SELECTION (RfS)
OF

Solar Power Generator (SPG)

FOR

DESIGN, SURVEY, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE OF GRID CONNECTED FEEDER LEVEL SOLAR POWER PLANTS, ITS ASSOCIATED 11KV LINE AND RMS OF SOLAR POWER PLANT FOR 25 YEARS

THROUGH

RESCO MODE

FOR

SOLARIZATION OF VARIOUS 11KV FEEDERS OF ASSOCIATED 66/11KV SUBSTATIONS IN UGVCL

UNDER

PM-KUSUM – COMPONENT-C
FEEDER LEVEL SOLARIZATION

The Chief Engineer (P&P)
Uttar Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042906,
Regd. & Corporate Office, Visnagar road,
MEHSANA-384001, GUJARAT-INDIA
Web: www.ugvcl.com, Email: cepp@ugvcl.com

Notice Inviting RfS
No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-03 DT: 27-06-2022

As authorized by the Gujarat Urja Vikas Nigam Ltd. (GUVNL), the State Implementing Agency (SIA) for Component-C of PM-KUSUM Scheme in the Gujarat State, the Chief Engineer (P&P)-UGVCL **invites 'On-line'** Request for Selection (RfS) of Solar Power Generator (SPG) for Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of Solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C - feeder level Solarization (FLS).

RfS documents may be down loaded from web site https:// **UGVCL.nprocure.com** (For view, down load and on line submission) **and** UGVCL's web sites www.UGVCL.comfor view & down load only). **(To view the PDF file** please use "Acrobat Reader" software which can be downloaded from "Adobe "website.)

RfS bid offer is required to be submitted by ***online mode only in electronic form on website*** ***https:// UGVCL.nprocure.com***(i.e. under preliminary, technical and price offer stage of online) ***except*** **documents** (as mentioned in the SECTION-C –KEY BID DATA, clause no.:7**) to be submitted physically in sealed Main cover containing separate covers for "EMD & EOI Document fee Documents cover" and "Technical Offer documents cover"** separately **by Registered Post A.D. or Speed Post addressed to** :-

The Chief Engineer(P&P).
Uttar Gujarat **Vij Company Ltd., Regd. & Corporate Office,**
Visnagar road,
MEHSANA-384001, (Gujarat)

"NO COURIER SERVICE OR HAND DELIVERY" will be allowed.

RfS Schedule: -

1	NIT /RfS No.	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-3
2	NIT Issue Date	27-06-2022
3	Bidding portal	https://UGVCL.nprocure.com
4	Project:-	Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of Solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).
5	Tender/Rfs Document fee	Rs. 10000+ 1800/- (GST @18%)= Rs. 11800/- Rupees Eleven Thousand Eight hundred only
6	EMD	Bidder need to submit EMD in the prescribed format Bidders shall require to pay separate EMD amount indicated against separate individual Solar plants to participate in the bidding of that concerned separate individual Solar plant(s).
7	Pre-bid meeting	Date and timing: **07-07-2022 at 12:00 AM** Venue: **UGVCL Corporate Office, Conference Hall Mehsana.** (The Agency who wants to attend the pre-bid meeting is

		requested to intimate us with comment/feedback at least two day in advance prior to pre-bid meeting by e-mail only on sesolar@ugvcl.com, eesolar@ugvcl.com
8	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	**Date: 18/07/2022 Up to 18.00 hours**
9	Last date of Physical submission of relevant Rfs Documents (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	**Date: 21/07/2022 up to 17.00 hours**
10	Date of opening of Rfs Document Fee & EMD Cover Documents physical as well as online opening of preliminary offer (if possible)	**Date: 25/07/2022 at 11.00 hours**
11	Date of opening of Technical offer document physical as well as online Technical stage (if possible)	**Date: 27/07/2022 at 11.00 hours**
12	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	**Date: 04/08/2022 at 11.00 hours**
13	Reverse e-auction	**Date of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal, if required for the respective Solar plants.**

UGVCL GSTIN No: 24AAACU6551F1ZI

- **Every bidder has to inform their GSTIN No. at the time of payment of applicable fees**

AS PER THE NOTICE OF THE INVITATION OF RfS DOCUMENT (NEWS PAPER ADVERTISEMENT), THE RfS DOCUMENT IS INVITED BY ***e-tender (ON – LINE) SYSTEM***, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY.

[A] All the relevant documents as per cl no 7 of Key Bid Data of RfS Document are required to be submitted **physically in sealed Main cover containing separate covers for "Bid declaration & Tender fee Documents cover" and "Technical Offer documents cover" separately** (This cover shall be super scribe **"TENDER for FEEDER LEVEL SOLARIZATION UNDER PM-KUSUM-C"** only, on OR before due date and time. All such documents should be strictly submitted by RPAD/Speed post only, otherwise the offer will not be considered and no any further communication in the matter will be entertained.

[B] The documents other than mentioned in **Section-C KEY Bid Data** and documents mentioned in general and commercial terms and conditions of RfS Document are required ***to be uploaded in technical stage of online EOI Document and submitted physically in*** **"Technical Offer documents cover"**. In case of not uploading of required document in online offer or uploading of wrong document or not submitting physically in **"Technical Offer documents cover"**, offer may not be considered for technical evaluation. However, the Bidder SPG may upload additional documents, broachers, technical / other information etc , if desires.

[C] Bidder SPGs are requested to submit price – offer (financial bid) in on-line (e-RfS electronic form)

only and not to submit the price offer in physical form. This is mandatory. If price offer is submitted in physical form, the bid/RfS offer will be summarily rejected.

[D] It is mandatory for all the Agencies to submit their RfS documents by both forms viz. on – line (e – RfS Document) and physically in schedule time. If RfS documents are submitted in only any one form, say either by on line or physically, in that case the same EOI Document will not be considered.

[E] UGVCL at its sole discretion may ask additional clarification or information or documents from the Agency who are found to be eligible in main pre-qualification criteria.

Note:-Bidder should be familiar with websites https://UGVCL.nprocure.com & www.UGVCL.com for information regarding revision/corrigendum/Amendment in RfS Document till due date of online submission and thereafter. No separate information shall be sent in this regard and also not publish in newspaper.

Any technical questions, information and clarifications that may be required pertaining to this EOI should be referred to: **The Chief Engineer(P&P), Uttar Gujarat Vij Company Ltd., Regd. & Corporate Office, Visnagar road, MEHSANA-384001, (Gujarat)**

e-Mail:- cepp@ugvcl.com with a copy to aceproject@ugvcl.com & sesolar@ugvcl.com

UGVCL reserves the right to reject any OR all RfS Documents/offers without assigning any reasons thereof.

For and on behalf of UGVCL

Chief Engineer (P&P)

DISCLAIMER

The information contained in this RfS document or subsequently provided to bidder(s), written or, verbal, by or on behalf of UGVCL or any of itsemployees, is provided to bidder(s) on the terms and conditions of this RfS document andits subsequent amendment(s).

This RfS document is non-transferable and is neither an agreement nor an offer by UGVCL to the prospective bidders or any other person. The purpose of this document is to provide interested parties/bidders with information that may be required by them in the preparation of their bid for stated scope of work.

Although adequate care has been taken while preparing the RfS document, however, the bidders shall satisfy themselves that document is complete in all respects. If noticed, biddersshall intimate any discrepancy in the RfS document to office of the undersigned within 3 days from the date of issuance of the RfS document. If no intimation is received from the Bidders within the stipulated period, it shall be assumed that the RfS document is complete in all respects and fulfils the expectations of the Bidders.

UGVCL, its officers, employees and consultants have made best efforts to provide as accurate and reliable information as possible. However, before submitting their bids, the Bidders are expected to independently assess, verify and validate the information/data provided in the RfS document.

UGVCL reserves the right to annul the bid process and/or reject any or all of the Bids submitted in response to this RfS document at any stage without assigning any reasons whatsoever. In such cases UGVCL will refund the EMD, if any, and cannot be subjected to any liability whatsoever due to such rejection/cancelation.

UGVCL, its officers, employees and consultants have no responsibility for authenticity of the information/data hence shall not be held liable for any possible omission, misrepresentation, mistake or error in the information/data provided in the RfS document and consequences thereof.

UGVCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this document.

UGVCL may modify, amend or supplement any aspect of this RfS document, including draft PPA, including selection process and evaluation criteria, if deemed necessary by it or the same is required under Law. Further, UGVCL or its authorized officers reserve the right, without prior notice, to change the selection procedure and the delivery of information at any time beforesubmission of bids without assigning any reasons thereof. However, such change shall be posted on Bidding Portal.

The bidder, regardless of the conduct or outcome of the Bidding Process, 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 UGVCL or any other costs incurred in connection with or relating to its bid.

Under this RfS of SPG of feeder level Solarization under component –C of MNRE's PM-KUSUM Scheme for various feeders, the CFA for various feeders subject to MNRE's quantity allocation, CFA's sanction and disbursement of CFA by MNRE to Gujarat. The CFA amount depends upon MNRE's evaluation of data for various projects under this Tender. UGVCL and GUVNL shall not be responsible for not receiving the CFA for any feeder or reduce in CFA amount or delay in disbursement of CFA for any feeder to the developer/ Solar Power Generator (SPG). UGVCL /GUVNL shall not be liable to pay /compensate any difference of CFA on account of less amount of CFA received from MNRE.

LIST OF ABBREVIATIONS

1.	+	Plus (Addition)
2.	AC	Alternating Current
3.	Ag.	Agriculture
4.	BOQ	Bill of Quantity
5.	BOS	Balance-of-System
6.	CEA	Central Electricity Authority
7.	CEIG	Chief Electrical Inspector of Gujarat
8.	CERC	Central Electricity Regulatory Commission
9.	COD	Commercial Operation Date
10.	DC	Direct Current
11.	DCR certificate	Domestic Content Requirement certificate
12.	DTR	Distribution Transformer
13.	DWC	Double Walled corrugated
14.	FF	Fill Factor
15.	HP	Horse Power
16.	IEC	International Electro technical Commission
17.	IEEE	Institute of Electrical and Electronics Engineers
18.	IoT	Internet of Things
19.	IS	Indian Standard
20.	IST	Indian Standard Time
21.	kV	Kilo Volt
22.	kW	Kilo Watts
23.	kWp	Kilo Watt peak
24.	LoI	Letter of Intent
25.	LT	Low Tension
26.	MCB	Miniature Circuit Breaker
27.	MDAS	Meter Data Acquisition System
28.	MIS	Management Information System
29.	MNRE	Ministry of New & Renewable Energy, Government of India
30.	MWp	Mega Watt Peak
31.	NIT	Notice Inviting RfS
32.	OEM	Original Equipment Manufacturer
33.	PCU	Power Conditioning Unit
34.	PID	Potential-induced degradation
35.	POC	Proof of Concept
36.	PBG	Performance Bank Guarantee
37.	PV	Photovoltaic
38.	PVC	Poly vinyl chloride
39.	RCCB	Residual Current Circuit Breaker
40.	RDBMS	Relational Data Base Management System
41.	REC Ltd.	Rural Electrification Corporation, Govt. of India
42.	GERC	Gujarat Electricity Regulatory Commission
43.	RESCO	Renewable Energy Service Company
44.	RMS	Remote Monitoring System

45.	RTC	Real Time Clock
46.	SCADA	Supervisory Control And Data Acquisition
47.	SECI	Solar Energy Corporation of India
48.	SMB	Sub Miniature version Board
49.	SNA	State Nodal Agency for Renewable Energy
50.	SPG	Solar Power Generator
51.	SPV	Solar Photo Voltaic
52.	STC	Standard Testing Condition ("STC" shall mean Standard Testing Condition for solar cells and PV modules with air mass AM1.5, irradiance 1000W/ m2, and cell temperature of 25°C)
53.	TPI	Third-party inspection
54.	TPIA	Third-Party Inspection Agency' appointed by Discom and / or MNRE as may be applicable
55.	UAT	User Acceptance Test
56.	-ve	Negative
57.	W	Watt
58.	WO	Work Order
59.	Wp	Watt peak
60.	UGVCL	Uttar Gujarat Vij Company LTD
61.	GUVNL	Gujarat Urja Vikas Nigam Ltd.
62.	RfS	Request for Selection
63.	CFA	Central Finance Assistance (provides by MNRE)
64.	FLS	Feeder level Solarization under PM-KUSUM Scheme
65.	SLDC	State Load Dispatch Centre of Gujarat

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SECTION - A: INTRODUCTION

A.1. Background

1.1.1. The erstwhile Gujarat Electricity Board has been restructured into seven companies. One generation (GSEC), one transmission (GETCO), four distribution companies (DGVCL, MGVCL,UGVCL &UGVCL) and Holding Company GUVNL in terms of Gujarat Electricity Industry (Reorganization &Regulation) Act-2003.

a) Gujarat Urja Vikas Nigam Limited (GUVNL) to do co-ordination activities among all subsidiaries

b) Gujarat State Electricity Corporation Ltd. (GSECL) manages the electricity generation business of erstwhile GEB.

c) Gujarat Electricity Transmission Corporation Limited (GETCO) to manage the electricity transmission and bulk supply business of erstwhile GEB. All Substation 66 KV/11, 132KV/11KV, 220KV/11 KV are under control of GETCO.

d) Uttar Gujarat Vij Company Limited (UGVCL) to manage the electricity distribution and retail supply business of erstwhile GEB in North Gujarat region.

1.1.2. On 22-07-2019 Ministry of New and Renewable Energy, Government of India announced Guidelines for Implementation of Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme for installation of solar pumps and grid connected solar power plants through three components, viz.

- Component A: Decentralized Ground Mounted Grid ConnectedRenewable Energy (RE) based Power Plants of individual plant size up to 2 MW.
- Component B: Installation of standalone Solar Powered AgriculturePumps
- Component C: Solarization of Grid-connected Agriculture Pumps - Individual

1.1.3. Subsequently on 04 December 2020, MNRE introduced and issued guidelines for implementation of **feeder level solarization under Component-C** of PM-KUSUM Scheme. Under the scheme, agriculture feeders already segregated or, feeders having major load for agriculture may be solarized using installation of grid connected solar power plant to cater the annual power requirement of feeder(s). This will lead to lower cost both in terms of lower capital cost and cost of power. The Scheme guideline is available on MNRE's Website www.mnre.gov.in and GUVNL's PM-KUSUM Portal https://pmkusum.guvnl.com.

1.1.4. As per MNRE guidelines for feeder level Solarization, the requirement of total annual power for an agriculture feeder(s) is to be assessed and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder(s) can be installed either through CAPEX model or RESCO model, which will supply solar power to that feeder(s). **Under this Tender/RfS the feeder level Solar power plant/s is/are required to be installed under the RESCO model.**

1.1.5. As per MNRE guidelines for feeder level solarization, for installation of feeder level solar power plants through RESCO model, the SPGs will be selected on the basis of lowest tariff offered for supply of required solar power for a period of 25 years (unless extended by both the parties on mutual agreement). The developer will get CFA @ 30% of the estimated cost of installation of solar power plant i.e. **Rs. 1.05 Cr/MW (30% of Rs. 3.5 Cr/MW).**

1.1.6. As per MNRE's Scheme guideline for Feeder level Solarization, for the purpose of calculating CFA, the cost of installation of solar power plant has been estimated as Rs. 3.5 Cr/MW. Under the Scheme solarisation of pumps of any capacity is allowed, however, in case of pumps of capacity above 7.5 HP, the CFA will be limited to solar capacity for 7.5 HP pumps.

A.2. Objective

2.1.1. UGVCL intends to select competent, experienced and eligible bidder, hereafter to be referred as "Solar Power Generator" or, SPG, for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plants of

different capacities for various feeders of associated Sub-stations, its associated 11kV line to connect the plant with concerned substation and Remote Monitoring System (RMS) of solar power plant through RESCO model for 25 years (unless extended by both the parties on mutual agreement) for Solarization of various 11kV feeders associated with various 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C (feeder level Solarization) as **mentioned in the Annexure K20.**

Note:-

i. **For the multiple feeders emanating from same sub-station and covered under this project, the sum of solar plant capacities of individual feeder is to be considered for installation of single solar power plant for the capacity indicated against the group of feeders in the substation.**

ii. **In case, two groups of feeders are covered under the same substation, there will be two separate Solar plants for each groups of feeders. These two solar plants shall not be in adjacent to each other for a same SPG.**

A.3. Model of execution of project

3.1.1. The feeder level solar power plant is to be installed in **RESCO model in the Solar Power Generator's land** along with its associated **11kV line** to connect the plant with concerned 66KV/11 KV substation at 11 KV Bus and RMS of solar power plant. Detailed scope of work mentioned in Clause D.1.

3.1.2. **The basis of evaluation of the bids shall be the levelized tariff for 25 years in Rs. Per kWh quoted in the Price Schedule against each feeder separately.** To further clarify, all the costs, distribution losses up to the delivery point including applicable taxes (incl. GST and cess as applicable), duties, etc. pertaining to design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant, shall be inclusive in the Price Bid quoted by Bidders for the purpose of comparison and evaluation. Bidders are required to quote the tariff on firm price Endcost with GST & cess as applicable basis and no price variation on any account shall be considered.

SECTION - B: KEY DEFINITIONS

(1) **"Act" or "EA 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

(2) **"Affiliate"** shall mean a Bidder or a Bidding Entity that, directly or indirectly, controls, or 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.

(3) **"Appropriate Commission"** shall mean as defined in the PPA or, GERC;

(4) **"Authorized Officer"** shall mean Officer Designated by Discom for specific task

(5) **"Bid"** shall mean the "Proposal" / "Quotation" submitted by eligible bidders for the work envisaged under this RfS

(6) **"Bidder" or "Bidding Entity"** shall mean legal entity : Body incorporated in India under the Companies Act, 2013 including any amendment thereto; OR Body incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto; OR Firm registered under Partnership Act, 1932 in India; OR Sole Proprietor OR Joint Venture as per this RfS, submitting the Bid. Any reference to the Bidder includes an entity including its successors, executors and permitted assigns severally, as the context may require.

(7) **"Bidding Portal"** shall mean https:// UGVCL.nprocure.com

(8) **"Capacity Utilisation Factor (CUF)"**: CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365))

The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.

(9) **"CEI"/ "CEIG"** shall mean Chief Electrical Inspector to the State Government.

(10) **"Chartered Accountant"** for bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in India, "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; For bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated / registered under the corresponding Statutes/laws of the respective country.

(11) **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 orthe Companies Act, 2013, as applicable;

(12) **"Commissioning"** with respect to the Project as certified by UGVCL shall mean when all equipment as per rated capacity has been installed and energy has flown intothe grid

(13) **"Commercial Operation Date" (COD)** shall mean the date certified by the DISCOM's committee upon successful commissioning (as per provisions of the PPA) of the project when all equipments as per rated capacity have been installed and energy has flown into the grid.

(14) **"Conflict of Interest"** shall mean a Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other and as defined in the section G-4 .

(15) **"Contracted Capacity"** shall mean ___ MWp AC contracted with DISCOM for supply by the SPG to DISCOM at the Delivery Point which shall be the maximum injection limit at delivery point in any 15 minute time block during the entire term of the PPA.

(16) **"Contract Year"** shall mean, with respect to the Initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

(17) **"Control"** shall mean holding not less than 51% of voting rights or of paid up sharecapital.

(18) **"Controlling shareholding"** shall mean not less than 51% of the voting rights or paidup share capital in the Company/Consortium.

(19) **"Day"** shall mean calendar day.

(20) **"Delivered Energy"** means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by SLDC.

(21) **"Delivery Point"** Delivery Point" shall mean the point at the voltage level of 11kV of the 66/11 kV Sub-station i.e. 11kV side of 66/11kV _____ substation under this PPA. Metering shall be done at this interconnection point where the power is injected into the 66/11 kV Sub- station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point shall be borne by the SPG without any reimbursement thereof.

(22) **"Due Date "** Due Date shall mean the thirtieth (30^{th}) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by UGVCL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by UGVCL.

(23) **"Effective Date"** shall have the meaning ascribed thereto in Article 2.1 of attached PPA;

(24) **"Electrical Inspectorate"** shall mean Electrical Inspectorate Department Gujarat

(25) "**Engineer In-charge**" shall mean the authorized Officer of the UGVCL

(26) "**EQUITY**" shall mean Net Worth as defined in Companies Act, 2013.

(27) "**nproc**" shall mean electronic procurement system of Gujarat.

(28) "**Financial Closure**" **or** "**Project Financing Arrangements**" shall mean the agreements pursuant to which the SPG has sought financing for the Power 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 UGVCL.

(29) "**Financing Documents**" mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the bidder and the Financing Parties relating to the financing of the Project.

(30) "**Financing Parties**" means Parties financing the Project, pursuant to Financing Documents.

(31) "**Group Business Entity**" shall mean a Business Entity, which directly or indirectly or through common control holds not less than 26% of voting securities in the Bidder; or A Business Entity in which the Bidder directly or indirectly or through common control holds not less than 26% of voting securities.

(32) "**Guidelines**" shall mean the "Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme" issued by the Ministry of new and Renewable Energy vide OM 32/645/2017 –SPV dated 04/12/2020.

(33) "**Interconnection Point/ Delivery point**" shall mean the point(s) of connection(s) at which the project is connected to the grid i.e. **it shall be at 11 kV bus bar level of 66/11kV substations mentioned in the tender against respective feeders.**

(34) "**UGVCL**" shall mean Uttar Gujarat Vij Company Ltd.

(35) "**Letter of Award**" **or** "**LOA**" shall mean the work order issued by UGVCL to the Selected Bidder for award of contract.

(36) "**LLC**" shall mean Limited Liability Company.

(37) "**Metering Point**" Metering shall be at 11 kV side of 66/11Kv substation.

(38) "**Month**" shall mean calendar month.

(39) "**Nodal Officer**" shall mean Superintending Engineer (Solar cell), UGVCL, Mehsana

(40) "**Net-Worth**" means the Net-Worth as defined in Section 2 of the Companies Act 2013.

(41) "**NIT**" **/** "**RfS document**" **/** "**RfS**" **/** "**Notice Inviting Tender**"**/** '**Tender**' shall refer to this "Request for Selection of Solar Power Generator (SPG) for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD, of grid connected feeder level solar power plant , its associated 11 kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of different 11kV feeders of 66/11kV substation of in UGVCL under KUSUM scheme – Component C (feeder level solarization)"

(42) "**Paid-up share capital**" means the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

(43) "**Payment Officer**" shall mean Account Officer (Bill), UGVCL, Mehsana

(44) "**Performance Bank Guarantee**" shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per the RfS.

(45) "**PPA**" shall mean the Power Purchase Agreement signed between the SPG and UGVCLaccording to the terms and conditions of the standard PPA enclosed with this RfS, for purchase of Solar Power at tariff discovered in the tender and adopted by the GERC, by procurer.

(46) "**procurer**" shall mean UGVCL

(47) "Gujarat Discoms" shall mean all 4 Discoms in Gujarat namely: UGVCL, PGVCL, DGVCL, MGVCL

(48) "Power Project" or "Solar Project" or "Project" shall mean the Solar Power generation facility of Contracted Capacity having a separate control system, metering and separate points of injection into the grid at Delivery point. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated electrical 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 as per the PPA.

(49) "Project Site" means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located.

(50) "Project Capacity" means the AC capacity of the project at the generating terminal(s) and to be contracted with UGVCL for supply from the Solar PowerProject.

(51) "Project Commissioning" shall mean the Project will be considered as commissioned ifall equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/PPA.

(52) "Project Developer" or "Developer" or "Solar Power Generator (SPG)" shall mean thesuccessful Bidder whose Bid to perform the Contract as per this RfS has been acceptedby UGVCL, Work order is issued by UGVCL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor

(53) "RESCO" shall mean Renewable Energy Service Company i.e. an energy service company that develops, installs, finances, operates and owns the solar power project and supplies power generated from the Project to the UGVCL.

(54) "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 standard PPA.

(55) "SLDC" means the State Load Dispatch Center, Gujarat as notified by the State Government.

(56) "Solar PV Project" means the solar Photo Voltaic Power project that uses sunlight fordirect conversion into electricity through Photo Voltaic technology.

(57) "Week" shall mean calendar week.

(58) "Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered at 66/11kV substation.

SECTION - C: KEY BID DATA

1	Solar PV Plant technology	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. **It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules.**
2	"Work Area" / "Site"	The Solar Power plant for Feeder level Solarization will be preferably installed **within Five KM radius** of the concerned sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses. **SPG to identify and procure/lease the land on his own for 25 years for installation of Solar plant for this feeder level Solarization projects for each individual plants/Location. Land will not be provided by UGVCL to SPG.** **The bidder shall require to select "Yes" against the name of the Solar power plant(s) in the Annexure-21 (on-line) for which the bidder wants to participate for the bid.**
3	Delivery point	11 KV Bus of associated 66Kv/11kv substation of respective feeders
4	11kV feeders to be solarized under Feeder level Solarization	As per mentioned in Annexure K20
5	Guaranteed CUF / minCUF	**19% (fixed i.e. no deration permitted)** CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365)) The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.
6	Eligible CFA by MNRE	**Successful bidder to get CFA @ Rs. 1.05 Cr per MW (subject to installation & commissioning of project in line with MNRE requirement).** **CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DISCOM on successful operation and performance of solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA, as per MNRE's sanction for the CFA, subject to release of the same by MNRE-GoI.**

		Further, the SPG shall give an undertaking that he shall not sell power to any other buyer except the UGVCL under the agreement of this tender during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken again the SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to UGVCL. For the recovery of the Proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If any event of sell of power is found at a particular time, the amount to be recovered from the SPG shall be the remaining period of PPA after the event date multiply by per year CFA. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project by MNRE.
7	Mode of bid submission	**Physically Submission in sealed Main cover: -** The following documents' Covers as stated hereunder are required to be placed separately and submitted in physical form under sealed cover as **"MAIN COVER".** **(This cover shall be super scribe "TENDER- for feeder level Solarization under PM-KUSUM Component-C & due date of opening)** This **MAIN COVER** shall contain two separate covers as under: **Sub-Cover -1** containing "Bid security/EMD &Rfs Document fee Documents cover" **Sub-Cover-2** Containing "Technical Offer documents cover" "**Bid security/EMD & Rfs Document fee Documents cover"** **SHALL CONTAIN THE FOLLOWING DOCUMENTS:** The following documents as stated hereunder are required to be submitted in **physical form under Seal cover of** "Bid security /EMD & Rfs Document fee Documents cover". **(1) RfS** Document fee amount by way of demand draft or NEFT **or** photo copy of money receipt of RfS Document fee (self-certified), if RfS Document fee paid in cash at corporate office of UGVCL. **This is mandatory** **(2)** Bid security -EMD DD/BG (as per ANNEXURE-K1) **This is mandatory** **Note: The offer will be rejected out rightly; if above mandatory documents are not submitted in physical form.** **'TECHNICAL OFFER COVER ' SHALL CONTAINS THE FOLLOWING**

		DOCUMENTS: The documents Supporting/ establishing the Techno-commercial eligibility criteria as mentioned in the tender **are required to be submitted in physical form in sealed cover of "Technical offer Cover".** a) Non blacklisting / non debarment undertaking b) Individual power of attorney c) Joint venture agreement d) Joint power of attorney e) Experience related documents f) Turnover related documents g) Company related documents h) GST,PAN,PF related documents I) Technical Engineer related documents J) **RfS Documents with all Annexures duly signed and filled with documentary support are required to be submitted in above Technical bid cover.**
8	Selection criteria	Lowest (L1) quoted levelized tariff for 25 years **followed by e-reverse auction**
9	Estimated Project Cost for	Rs. 3.5 crore per MW as estimated by MNRE in the guideline of Feeder Level Solarization indicated in the Annexure K20 against each plant capacity.
10	Bid Validity	120 days from the date of opening of online Technical bid.
11	Performance Bank Guarantee (PBG) against commissioning	Performance Bank Guarantee **(PBG) of Rs. 5 Lakh/MW** is required to be submitted to UGVCL by the successful bidder-SPG within **15 days** from date of issue of Letter of Award. The PBG will be returned to the SPG immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per provisions stipulated in the Guidelines. The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA). It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project. The Performance Bank Guarantee (PBG) required to be paid is mentioned against each plants in Annexure K20.
12	Power Purchase Agreement (PPA)	PPA for a period of 25 years (unless extended by both the parties on mutual agreement), at tariff discovered in the tender and adopted by the GERC, by procurer (i.e. UGVCL) within 7 days of submission of PBG.
13	Date of Project commissioning	**Within 9 months from date of signing of PPA**
14	Terms of PPA	25 years (unless extended by both the parties on mutualagreement) of O&M

NOTE: Bids are to be submitted online in electronic format on Bidding Portal with scanned copies of all required documents. Documents regarding EMD/Bid Security, Cost of Tender

Document to be submitted in physical form as detailed in subsequent clauses. Hard copy in **Physical mode for technical bid documents including documents supporting eligibility criteria, EMD and Tender fees are required to be submitted by RPAD or Speed Post to UGVCL before the last date of submission of physical bid.**

1.1.1. **Instructions for e- bid (Online bidding for RfS) to Bidders:**

I	**Downloading of RfS Documents**
A	Offer document will be available on web site up to date shown in the RfS
B	SPG Bidder willing to participate in RfS offer will have to get themselves registered on website www.nprocure.com
Ii	**Digital Signature**
A	SPG Bidder should have valid digital certificate as per Information Technology Act 2000 using which they can sign their electronic offers. Agency can also procure the same from (n) code solutions, a division of GNFC Ltd., who are licensed certifying authority by Govt. of India.
B	In case RfS Bidder needs any clarification for e-bidding, details regarding digital certificate or if training required for participating in online RfS Document, they can contact the following office:- (n) Procure Cell M/s (n) Code Solution, A division of GNFC 403, GNFC Info Tower, Bodakdev, S.G. Road, Ahmedabad 380054.(Gujarat) E-mail:nprocure@gnfc.netMob.: 9327084190; 9898589652 Toll Free: 1-800-233-1010 (Ext. 501, 512,516 , 517 , 525) Phone No. 079-26857315 / 316 / 317 Fax: 079-26857321 / 40007533 Other Terms & Conditions as per detailed EOI Document
C	Agency who already possess valid Digital certificate need not to procure a new digital certificate.
iii	**On line Submission of Technical and Price Offer**
A	Bidder can prepare and edit their offers number of times before RfS submission date and time. After RfS Document submission date and time, RfS applicant cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
B	RfS applicant shall submit their offer, i.e. Technical Offer as well as price offer in Electronic format on above mentioned website and date shown in RfS Document details before digitally signing the same.
C	Offers submitted without digitally signed will not be accepted.
D	Offers only in physical form will not be open in any case.

1.1.2. The bidders are requested to submit their bids prior to scheduled date & time to avoid event of non-submission of their bids due to non-availability / connectivity or any other issue of Bidding portal, at last moment or any reason whatsoever. The last date of submission of bids will not be extended in such circumstances.

1.1.3. It is mandatory for all the participating bidders to submit the following in original at the mentioned address prior to scheduled date & time of Physical submission of Technical bid. **In the Preliminary Bid Cover which is to be placed in the MAIN Cover.** (upload the scanned copy on the nprocure bidding portal along with technical bid)

a. **Bid security -EMD : DD/BG** in the prescribed format **(Format K.1)** on Non-Judicial Stamp Paper of Rs. 300/- for each plant bidder want to participate. **Bidders shall require to pay separate EMD amount indicated against separate individual Solar plants to participate in the bidding**

of that concerned separate individual Solar plant(s).

b. **Tender Fee**:- DD/banker's Cheque only of prescribed value towards the **cost of tender fee Tender fee can also be paid through NEFT.**

Note:- Both hard copies submission and online submission of scanned copies of the above documents is essential otherwise the bid (Technical Bid & Financial Bid) in electronic form will not be opened of that bidder.

C. In case of DD, it shall be in favor of UGVCL, payable at Mehsana

1.1.4. The PBG shall be from any Scheduled / Nationalized Banks (in a standard format prescribed by UGVCL) as notified vide finance department of Govt. of Gujarat GR no.: EMD/4/2022/002/DMO dated 20/05/2022 and further amendments if any. CORPORATE GUARANTEES ARE NOT ALLOWED

1.1.5. Cutting / overwriting if any in the figures of the tendered documents is required to be clarified / indicated in words, duly signed, failing which the tender may be rejected.

1.1.6. Bidders shall not quote any deviation of any kind in the bid. Such deviations shall not prevail.

1.1.7. The bidders shall provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. The responsibility of ignorance of their bid on account of delay in furnishing of desired information/documents shall be of the bidder. However, if there are any shortcomings in the submission of the information which may not materially affects the qualification criterion, then UGVCL shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.

1.1.8. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.

1.1.9. Clarifications regarding this RfS document for any type of typographical Errors or misunderstanding of document, the version/decision of UGVCL shall be final.

1.1.10. UGVCL reserves the right to cancel / withdraw or alter the RfS without assigning anyreason and shall bear no liability whatsoever consequent upon such a decision.

1.1.11. **Correspondence for enquiries and clarifications:** All correspondence in respect of this RfS and submission of the bid shall be addressed to:

The Chief Engineer(P&F)
Uttar Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042906,Regd. & Corporate Office,
Visnagar road, MEHSANA-384001, GUJARAT-INDIA Email: cepp@ugvcl.com

1.1.12. The bidder shall require to select "Yes" against the name of the Solar power plant(s) in the Annexure-21 (on-line) for which the bidder wants to participate for the bid.

1.1.13. **Bidders have to enable e-auction id and mentioned detail at the time of filing data on e -tender for e- auction facility.**

SECTION - D: SCOPE OF WORK

D.1. Scope of Work

1.1.1. Overall scope of work of the Solar Power Generator (SPG) under this RfS covers following, which is applicable for the plant/ location individually:

a. Detailed site survey,

b. Procurement of required land or getting land on lease for 25 years for installation of the solar power plant for feeder level Solarization,

The SPG shall identify the project land preferably within the distance of Five KM radius of the respective 66/11 KV sub-station, get ownership of land or its lease rights and make necessary arrangement including ROW, clearances etc for the electrical line between sub-station and the solar power plant. The SPG shall ensure submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc. within 90 days from the date of issuance of work order after which PPA shall be signed by UGVCL with the SPG. Further, the SPG shall submit the final land documents within the period of **4 months** after the date of signing of PPA for the entire required land duly registered by appropriate revenue authority.

c. The Solar Power plant for Feeder level Solarization will be preferably installed within Five KM radius of the concerned sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses,

d. Design, supply and installation of solar power plant near respective 66/11kV substation in line with requirements under MNRE guidelines.

e. Supply and erection of associated 11kV line connecting the solar power plant with associated 66/11kV substation (including bay, breakers and metering system at substation) as per design and specifications of UGVCL /GUVNL/ MNRE / CEA.

f. Testing and commissioning of plant & associated 11kV line by designated official(s) of DICOM Committee.

g. Construction of control room or any other relative civil work (at the plant end) essential for Commissioning of Project.

h. Operation & maintenance of the solar power plant as well as 11kV line for 25 years (unless extended by both the parties on mutual agreement) from COD.

i. Injection of power at delivery point for 25 years at the awarded levelized tariff (Rs. per kWh) *(inclusive of applicable taxes incl. GST, duties, etc.)*, at the guaranteed CUF extendable on mutual agreement.

j. Remote Monitoring of installed solar power plant of the capacity mentioned against each feeder (or any revised quantity identified after detailed survey by SPG) on the respective 11kV feeders through RMS for 25 years (unless extended by both the parties on mutual agreement).

1.1.2. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules. To ensure the same, submission of authorization or DCR certificates from Indian cell supplier(s) will be mandatory. Domestic manufacturing of solar cells and panels will also be ensured through inspection and verification at module manufacturing unit of the respective OEM. If required, MNRE/ GUVNL/UGVCL may conduct its independent inspection or verification to ensure domestic manufacturing requirement. An undertaking is required to be submitted by the SPG complying that only indigenously manufactured solar panels with indigenous solar cells and modules are used in this project of FLS to UGVCL.

1.1.3. SPG shall be responsible for all the works related to testing & commissioning, replacement of defective PV modules by same make /model and remote monitoring for 25 years of the project.

1.1.4. In no case, Procurer or UGVCL shall be responsible to pay or increase in tariff for any work related to Project.

1.1.5. The project (solar power plant and associated 11kV line) is to be set up with adequate arrangements upto the delivery point and O&M for 25 years (unless extended by both the parties on mutual agreement) from COD, by the SPG at its own cost and in accordance with this RfS document. All approvals, permits and clearancesrequired for setting up of the Project including those required from State Government and local bodies along with any associated cost for getting the clearances shall be in the scope of the SPG.

1.1.6. It shall be the responsibility of the SPG, entirely at its cost and expense, to install such number of solar panels and associated equipment as may be necessary to achieve the required **minimum CUF of 19%**, and for this purpose selected bidder shall make its own study and investigation of the Global Horizontal Irradiation (GHI) and other factors prevalent in the area which have implication on the quantum of generation.

1.1.7. All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with domestically manufactured Cell with its amendments issued by MNRE time to time.

1.1.8. It is clarified that the project awarded under this RfS would not include energystorage with solar power plant.

1.1.9. The scope of work shall also include submission of following by the SPG:

a. A layout plan of the site to the Inspecting Authority clearly indicating theidentified location for installation of solar power plant & control room, where control panels shall be installed.
b. Detailed planning of time bound smooth execution of Project;
c. Performance testing of the completion and successful commissioning of theProject;
d. O&M plan for the plant and 11kV line for twenty-five (25) years from COD toassure faultless operation;
e. Inventory plan to ensure availability of spare parts for minimal / no downtimeof the project and/or, 11kV line during the term of PPA;
f. Coverage of risk liability of all personnel associated with implementation andrealization of the Project;

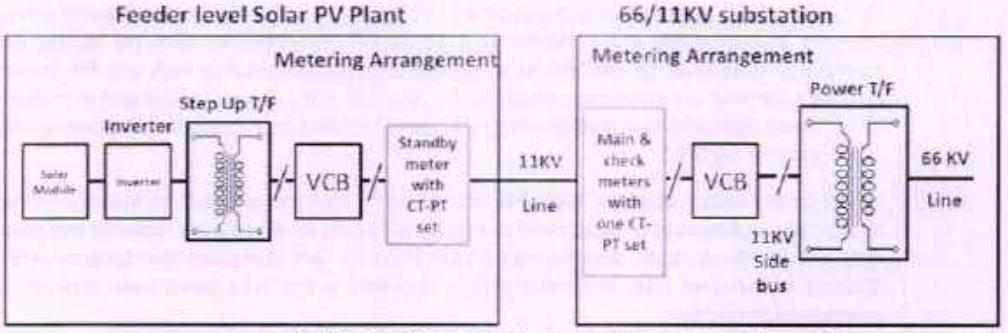
D.2. Metering and grid connectivity

2.1.1. Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines / practices of UGVCL and / or CEA. UGVCL may facilitate in the process; however, the entire responsibility lies only with the SPG.

2.1.2. Meters and metering equipment (CT-PT sets) shall be tested as per provision of GERC and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated authority from UGVCL at the time of installation.

2.1.3. The accuracy class, current rating and certifications of the metering system shall confirm with relevant CERC/ GERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

2.1.4. SPG to install 3 ABT meters (main, check and standby) with RMS connectivity AND 2 CT-PT sets (one for main & check meter and another for standby meter) as per the metering arrangement indicated in below layout :-



(Indicative Diagram: Metering Arrangement Lay out)

2.1.5. Installation and timely replacement of meters (main, check and standby) as required to directly measure energy supplied by the Solar Power Plant shall be the responsibility of selected bidder.

2.1.6. **SPG shall also be responsible for installation of IoT Devices-RMS Set for Remote Monitoring system connectivity of Inverters, String combiner box, Energy Meters at Solar plant, Substation.**

2.1.7. **The cost of all required meters at Substation end (main, check, standby meter) at substation end along with Meter and associated CT-PT sets at Solar plant site shall be borne by the SPG.**

D.3. Remote Monitoring System (RMS)

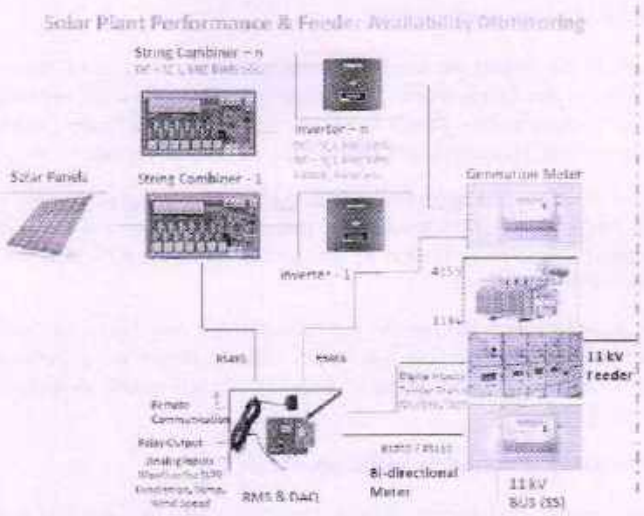
3.1.1. As per the MNRE guidelines for feeder level solarization under Component C of PM-KUSUM scheme, it is mandatory for Discoms to monitor solar power generation and performance of the solar power plant through online system on State-Portal www.pmkusum.guvnl.com. The online data will be integrated with central monitoring portal of MNRE which will extract data from the State portals for monitoring of the scheme.

3.1.2. In line with MNRE model guidelines for State Level SEDM Software Development issued in July 2020, Gujarat Discoms are in the process of development of State Level Solar Energy Data Management (SEDM) platform to integrate & monitor the performance of all systems installed under Component A, B & C (individual as well as feeder level solarization) of PM-KUSUM scheme.

3.1.3. Also, as per the Specifications for Remote Monitoring System for Component A & C of the scheme, issued by MNRE on 15 Jul 2020, **the SPG under this RfS shall be required to install required remote monitoring systems for solar power plant to integrate with State SEDM platform directly** which in turn will have interface with National Level Solar Energy Data Management Platform of MNRE.

3.1.4. As part of National and State SEDM platform, various modules will be provided such as Consumer Management, Scheme Progress Management, Asset Management, Live Asset Monitoring, Performance Analysis, Complaint and Ticket Management, Device Integration / SCADA Platform, Alarm/Events/Notification, Meter Data Acquisition (MDAS) /Meter Data Management (MDM), Archiving and Historian, Report Manager,Mobile application, SIA officer and EPC, Enterprise level user and role management.

3.1.5. MNRE and Discoms will develop and host the of National and State Level SEDM platform which is excluded from the scope of the SPG but SPG needs to operate and do various data entries related to application processing, asset and workflow mgmt.



3.1.6. As shown in above diagram SPG needs to provide a remote monitoring system for:

(a) **Solar Power Plant Remote Monitoring system:** To capture elecurical parameters from multiple devices such as ABT Meter, Inverters, String Combiner boxes or String inverters including meters at Sub-station level. Remote monitoring system will capture important Electrical and Status parameters such as AC/DC voltage, control, power, energy as well as monitoring of Breaker etc and will transmit data to State Level Solar Energy data management (SEDM) platform.

(b) **Communication Connectivity** for Solar Plant RMS:

i. Field Device Connectivity: RMS will connect to Inverter, String combiner boxes orstring inverters using RS485 MODBUS communication protocol as well as meters using RS232 DLMS protocol. Both protocols are widely used by equipment manufacturers.

ii. Remote Connectivity: RMS will connect to State Level SEDM Server using 2G/3G/4G or any other suitable cellular communication.

iii. Local Connectivity: Ethernet / Bluetooth / Wi-Fi connectivity to configure parameter, notifications, communication intervals, set points, operation mode configuration or to download locally stored data.

3.1.7. Once a bidder submits its technical bid by due date of submission, it shall be considered that the bidder is well verse with all the local conditions and has prepared its technical and financial bid accordingly. No claim or issue by the bidder(s) in this regard shall be accepted or, entertained by UGVCL after due date of bid submission.

3.1.8. Details of Communication Modes, Communication Protocols, Security and Message formats and equipment wise parameter details are enclosed as "Communication Architecture between RMS and State Level Server" in **Section K.19**

3.1.9. It is the responsibility of SPG to provide SIM card, bear recurring communication charges and maintain communication connectivity of more than 96% and data availability of 99% for the 25 years (unless extended by both the parties on mutual agreement) of operation & maintenance of solar power plant and its associated 11kV line.

D.4. Insurance

4.1.1. The SPG shall also take insurance for third party liability covering loss of human life, engineers and

workmen and also covering the risks of damage, theft of material/ equipment/ properties after completion of the work(s). Before commencement of the work, the SPG shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Implication on account of Liquidation, Death, Bankruptcy etc., shall be the responsibility of SPG only.

4.1.2. Application of Insurance Proceeds

a. In case of the Project not being implemented through Financing Agreement(s), 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 Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

b. In case of the Project being financed through Financing Agreement(s), 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 Power Project shall be applied as per such Financing Agreements.

c. If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, UGVCL shall have claim on such proceeds of such Insurance limited to outstanding dues of UGVCL against SPG.

D.5. Type and quality of materials and workmanship

5.1.1. The design, supply, installation, testing, commissioning, operation and maintenance of the solar power plant and the associated 11kV line shall be in accordance with latest/ appropriate IEC/Indian Standards. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ GERC/ UGVCL shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.

5.1.2. The SPG shall ensure that the specifications of the components / equipments like 11kV circuit breaker, 11kV CT-PT metering unit, etc should meet the technical specifications of UGVCL.

5.1.3. Any material / equipment which have not been specifically mentioned in this RfS but which are necessary during construction or O&M period of the plant & associated 11kV line shall be provided by the SPG without any extra cost and within the time schedule for efficient and smooth construction and O&M activities.

D.6. Completion and commissioning

6.1.1. Part Commissioning is NOT allowed for the Project. SPG, in coordination with UGVCL, shall submit commissioning certificate, issued by DISCOM committee, in accordance with all applicable regulations/policies. For the purpose of obtaining Completion certificate following documents shall be required:

a) Inspection Report of the Work(s) for all equipments / material

b) CEIG approval for the PPA Capacity.

D.7. Completion Period

7.1.1. The design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS **is to be completed within 9 (nine) months from date of execution of Power Purchase Agreement (PPA).**

7.1.2. In addition to above, the SPG shall be responsible for operation and maintenance of the SPV plant, its associated 11kV line and RMS of solar power plant for a period of 25 years from the COD (unless extended by both the parties on mutual agreement), of the plant, including insurance coverage for the installed project against natural calamities and theft.

D.8. Delay in commissioning

8.1.1. A duly constituted Committee of officials by DISCOM COMMITTEE will physically inspect the Solar Power Plant in not more than 03 days from the date of receiving a call from the SPG and certify successful commissioning of the solar power plant.

8.1.2. In case any SPG fails to achieve this milestone, UGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner:

Delay up to two months: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30.

In case the commissioning of the solar power plant is delayed over two months: The complete PBG amount shall be encashed.

In case of delays of plant commissioning due to the reasons beyond the control of the SPG, Procurer / UGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose, can extend the time in writing for commissioning date without any financial implications to the SPG.

D.9. Project milestones and timeline

S. No.	Milestone	Timeline
1	Issuance of Letter of Intent (LoI) to the successful bidders -SPG	T1
2	Unconditional acceptance of LoI by successful Bidder and payment of the PBG by the Bidder	T1 + 15 days
	Petition filing by UGVCL to GERC for adoption of discovered levelized tariff for the solar power plant	
3	Issuance of work order to the successful bidder after approval of discovered tariff receives from GERC	T2
4	Unconditional acceptance of work order/LOA by successful Bidder	T2 + 3 days
5	submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc by SPG	T3= T2 + 90 days
6	Signing of PPA between selected bidder (SPG) and UGVCL upon submission "in principle" land document	T4
7	Submission of the final land documents after the date of signing of PPA for the entire required land duly registered by appropriate revenue authority	T4+ 4 Months
8	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation	T4 + 9 months
9	Operation and maintenance of power plant andassociated 11kV line	25 years from COD (unless extended by both the parties on mutual agreement)

D.10. Clearances required from the state government and other local bodies.

a) The SPG is required to obtain necessary clearances and permits as required for setting up the Solar Power Project, including but not limited to the following:

i. Approval for water from the concerned authority (if applicable) required for the solar power plant and/or, associated 11kV line.

ii. Any other clearances (forest dept., etc) as may be legally required, in order to establish and operate the solar power plant and/or, associated 11kV line.

b) The above clearances, as applicable for the solar power plant and/or, associated 11 kV line, shall be required to be submitted to UGVCL prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPG shall submit an undertaking in this regard, and it shall be deemed that the SPG has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPG. The SPG shall coordinate with UGVCL in case of any clarifications.

c) Any cost associated with getting the above required clearances for the project shall be borne by the SPG only.

D.11. Notice Board for display at site

a) The selected bidder will have to put a notice board (atleast 180cmx120cm) at its project site main entrance prominently displaying the following message beforedeclaration of COD:

PM-KUSUM
Scheme Feeder Level Solarization under Component-C
___ MWp Grid Connected Solar PV Project
Owned and operated by ...<insert name of the selected bidder>...
Implemented by UGVCL
...<Name of location, Taluka>....., district>..., Gujarat

SECTION - E: ELIGIBILITY & QUALIFICATION

E.1. Eligibility Requirement

1.1.1. The detail of eligibility requirements is provided in the table below. The bidders arerequired to furnish the required supporting documents along with the Technical Bid.

S. No.	Criteria	Documents Required
1.1.	Bidder can be sole/ single bidder OR, JointVenture (JV) of up to 2 (two) members, with one of the members as a Lead Member	In case of JV, Deed of Undertaking
1.2.	The Bidder should have any of the following legal status: a) Body incorporated in India under the Companies Act, 2013 including any amendment thereto; OR b) Body incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;OR c) Firm registered under Partnership Act, 1932 in India; OR d) Sole Proprietor In case of JV, **all the members** must fulfill this requirement and submit the documents as per the RfS document.	a) In case of Company – Copy of Registration/ Incorporation Certificate b) In case of LLP – Copy of Deed of Partnership c) In case of Partnership – Copy of duly registered Deed of Partnership d) In case of Sole Proprietor – Duly notarized Undertaking from Sole proprietor
1.3.	The Bidder must have the required GST Registration In case of JV, **all the members** must fulfill this requirement.	Copy of GST registration certificate with legible GSTIN.
1.4.	The Bidder must have valid PAN Number In case of JV, **all the members** must fulfill this requirement.	Copy of Pan Card
1.5.	The Bidder should have Electrical contractor license in Gujarat. In case of non-availability of the same at the time of bid submission, the contractor should submit a valid electrical contractor license issued by Govt. of Gujarat within 1 month of award of contract. The bidder should submit an undertaking in this regard along with the bid. Or submit a copy of contract executed for electrical work with a contractor having a valid license. In case of JV, **any one of the members** must fulfill this requirement and submit the documents as per the RfS document.	Copy of Registration Certificate issued by Government of Gujarat

S. No.	Criteria	Documents Required
1.6.	The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officer, should not have business activities suspended, should not be blacklisted or debarred by any utility / government agency, should not have a conflict of interest. In case of JV, **all the members** must fulfill this requirement.	The bidder shall provide an Undertaking as per the Format K.15. In case of JV, all the members must submit the undertaking as per the Format K.15.
1.7.	The bidder must submit a Power of Attorney (POA) authorizing a person to sign the documents on behalf of the Bidder, submit technical, commercial information and attend meetings on behalf of the Bidder. In case of JV, **all the JV members** must submit individual PoA with supporting BoD resolution, except in case of proprietor wherein only undertaking in this regard is to be submitted along with combined PoA (signed by individually authorized person of each JV member)	Sole Bidder to provide POA as per the applicable Law as provided in SECTION - K:Format K.2 In case of JV, Undertaking by JV as per the format Format K.4 and POA as per the format provided in Format K.3 Incase of Company- BR
1.8.	The bidder should have "No Conflict of Interest" as defined in SECTION - G: clause SECTION - G:5.1.5 of this RfS document. Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract. In case of JV, **all the members** must fulfill this requirement.	The bidder shall provide an undertaking as per the format provided in as per the Format K.12 In case of JV, all the members shall submit the undertaking as per the Format K.12

E.2. Qualification Requirement

The details of qualification requirements is provided in the table below. The bidders arerequired to furnish the required supporting documents along with the Technical Bid.

S. No.	Criteria	Documents Required
1.1.	**Technical Criteria**	
1.1.1.	Bidder shall have experience of execution of supply, installation and commissioning of grid connected solar power plants with cumulative capacity **of 1 MWp** considering capacity of individual solar plants of 10 **kWp** or more, during last five years with any govt. or private organization in India. In case of JV, all the partners of the JV shall collectively meet this technical criteria.	1. The details of projects executed during the mentioned period should be listed in as per the format provided in Format K.9 & K.10. Attested Copy of work orders and a certificate issued by the govt. or private organization towards the satisfactory work completion to be furnished by the bidder. In absence of any supporting document(s) for any project in line with above, the project will not be considered for evaluating the requirement.
1.2.	**Financial Criteria**	
1.2.1.	The Bidder should have positive net worth for each of the last threeFinancial Years (FY19-20,FY 20-21 & FY21-22). In case of JV, **all the members** must fulfill this requirement.	1. Certificate fulfilling required financial criteria in the name of Bidder duly certified by Practicing Chartered Accountant as per the format provided in Format K.11, duly mentioning UDIN 2. Firm's Annual Audited Balance sheet and Profit & Loss statement for last 3 financial years.
1.2.2.	To ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to have Minimum Average Annual Turnover during LAST 3 financial years (FY2019-20, FY 2020-21, FY2021-22) not be less than amount in Rs. mentioned against each separate individual Solar Plant in Annexure K20 for which the bidder wants to bid. If the Bidder wants to participate in the bid for the more than one solar plants, the bidder shall require to have the average annual Turnover not less than the sum of the individual separate amount mentioned against respective individual Solar plants in Annexure K20 for which the bidder wants to bid. The bidder shall ensure that the average annual turnover of the bidder must be higher than the sum of the individual turn over mentioned in the bid against the solar	

	plant selected by the bidder for bidding. In case of the turnover is less than the sum of turn over of the mentioned against the selected plants, the complete bid will be rejected and the bidder will be disqualified for the further process of bid. In case of JV, all the partners of the JV shall collectively meet this criteria.	

2.1.1. Key Information regarding Documentary proofs

a) The bidder must fill up above information clearly in enclosed sheet and attach all required documents in support as at a glance in Technical bid with all plants/location bidder want to participate.

b) If supporting documents are not attached for each eligible criterion above, the bid may be rejected without further reference.

E.3. Joint Venture Participation

3.1.1. Unless otherwise mentioned in Key Bid Data in SECTION - C:, bids submitted by a joint venture having not more than two partners with one partner as lead partner, if allowed as per stipulated Qualification Requirements, shall comply with the following requirements:

i. The bid shall include all the information required as described above for each joint venture partner.

ii. The bid shall be signed so as to be legally binding on both the partners.

iii. One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories as per Format K.3.

iv. The leader shall be authorized to incur liabilities and receive instructions forand on behalf of any and both the partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with theleader.

v. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

vi. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Format K.4, including interalia delineation of responsibilities and obligations of each partners appended thereto, not with standing the joint and several liability.

vii. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, survey, manufacturing, supply, installation and commissioning.

viii. All members of JV should have active participation in execution of the contract.This should not be varied/modified subsequently without prior approval of UGVCL.

ix. In order for a joint venture to qualify, both the partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid.

x. A firm can be a partner in only one joint venture; bids submitted by joint ventures including the same firm as partner will be rejected.

SECTION - F: SUBMISSION OF BIDS

F.1. Sale of RfS Document

1.1.1. RfS documents may be down loaded from web site https:// UGVCL.nprocure.com (For view, down load and on line submission) and UGVCL's web sites www.UGVCL.comfor view & down load only). (To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe "website.)

F.2. Local Conditions

2.1.1. It will be imperative on each Bidder to fully acquaint himself of all local conditions and factors which may have any effect / bearing on the execution of the works covered under this RfS Document. UGVCL, shall not entertain any request for clarifications from the Bidder, regarding such local conditions, post award of contract. It must be understood and agreed that such factors have properlybeen investigated and considered while submitting the Bid. No claim for financial adjustment to the contract awarded under this RfS Document will be entertained by the UGVCL as applicable. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UGVCL. The Contractor can take few visits of plant location to get acquainted with local conditions, if required.

F.3. Amendment of Bidding Document

3.1.1. At any time prior to the deadline for submission of the Bids, UGVCL may amend theRfS document by issuing Corrigendum/ Addenda.

3.1.2. Any Corrigendum/ Addendum issued shall be a part of the RfS document and shall becommunicated on the Bidding Portal.

3.1.3. To give prospective Bidders reasonable time in which to take a Corrigendum /Addendum into account in preparing their Bids, UGVCL may, at its discretion, extendthe deadline for the submission of the Bids.

3.1.4. Any change in date of submission and opening of bids would be published on BiddingPortal.

At any time prior to the deadline for submission of offers, UGVCL may, at its own discretion modify /add/delete/change the provision of this RfS document by amendments.

The amendment will be notified on Website. UGVCL will bear no responsibility or liability arising out of noncompliance of the same in time or otherwise.

In order to afford prospective RfS applicant's reasonable time in which to take the amendment into account in preparing their offers, UGVCL may at its discretion, extend the deadline for the submission of offers.

Such amendments, clarification etc. shall be binding on the Agency and will be given due consideration by the Agency before they submit their offers and invariably enclose such documents as a part of the offer. All such amendments will be considered as part of RfS Document.

F.4. Submission of Bid Security –EMD

4.1.1. Bidder need to submit "EMD" in the prescribed format (enclosed as Format K.1), on Non-Judicial Stamp Paper of Rs. 300/- separately for each selected Solar plants in Annexure-21.

F.5. Submission of Bids

5.1.1. E-procurement system as mentioned in this document shall be followed for the bidding.

5.1.2. The Bidder would ensure that all the required documents, as mentioned in this RfS Document, are

submitted along with the Bid and in the prescribed format and manner only. Non-submission of the required documents or submission of the documents in different format/contents & different manner may lead to the rejections of the Bid submitted by the Bidder, without further correspondance.

F.6. Language of Bids

6.1.1. Bidders are required to furnish all information and documents as called for in this RfS document in **English Language**.

F.7. Submission of Technical Bid (Part 1)

7.1.1. The technical bid comprises of:
Physically Submission in sealed Main cover: -

The following documents' Covers as stated hereunder are required to be placed separately and submitted in physical form under sealed cover as **"MAIN COVER".**
(This cover shall be super scribe "TENDER- for feeder level Solarization under PM-KUSUM Component-C & due date of opening)

This **MAIN COVER** shall contain two separate covers as under.
Sub-Cover -1 containing "Bid security/EMD & Rfs Document fee Documents cover"
Sub-Cover-2 Containing "Technical Offer documents cover"

"Bid security -**EMD & Rfs Document fee Documents cover"**
SHALL CONTAINS THE FOLLOWING DOCUMENTS:
The following documents as stated hereunder are required to be submitted in **physical form under Seal cover of** "EMD & Rfs Document fee Documents cover"

(1) RfS Document fee amount by way of demand draft **or** photo copy of money receipt of RfS Document fee (self-certified), if RfS Document fee paid in cash at corporate office of UGVCL. Tender fee can also be paid by NEFT. **This is mandatory**
(2) EMD DD/BG (form as per ANNEXURE-K1). **This is mandatory**

Note: The offer will be rejected out rightly; if above mandatory documents are not submitted in physical form.

'TECHNICAL OFFER COVER' SHALL CONTAINS THE FOLLOWING DOCUMENTS:
The documents Supporting/ establishing the Techno-commercial eligibility criteria **are required to be submitted in physical form in sealed cover of "Technical offer Cover".**

a) Non blacklisting / non debarment undertaking
b) Individual power of attorney
c) Joint venture agreement
d) Joint power of attorney
e) Experience related documents
f) Turnover related documents
g) Company related documents
h) GST,PAN,PF related documents
I) Technical Engineer related documents
J) RfS Documents with all Annexures duly signed and filled with documentary support are required to be submitted in above Technical bid cover.

F.8. Submission of Price Bid:

8.1.1. Bidders **shall quote on-line their lowest levelized tariff in Rs. per kWh for selling the power generated against the respective capacity of solar power plant for the respective feeder(s) under this feeder level Solarization scheme to UGVCL for 25 years** (unless extended by both the parties on

mutual agreement) from date of CoD (commercial operations date).

Solar plant wise Individual evaluation of price bid (tariff quoted) shall be carried out for the capacity of Solar plant mentioned against respective feeder(s).

8.1.2. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 1.786 / kWh, then it shall be consideredas INR 1.78 / kWh).

8.1.3. SPG to get CFA @ Rs. 1.05 Cr per MW subject to installation & commissioning of project in line with MNRE stipulated timeline and requirement. The release of CFA to the selected bidder shall be subjected to release of CFA from MNRE to UGVCL.

Further, the SPG shall give undertaking that he shall not sell power to any other buyer except the UGVCL under the agreement of this tender during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken again the SPG, including stopped/black list, from Participation in future tender of MNRE in Gujarat & the SPG shall require to refund the proportionate CFA granted for the project by MNRE.

For the recovery of the Proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If any event of sell of power is found at a particular time, the amount to be recover from the SPG shall be the remaining of PPA after the event multiply by per year CFA.

The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project by MNRE.

8.1.4. Financial tariff offered by the bidder against each Solar plant for which the bidder wants to participate shall be quoted on-line in the on-line price bid schedule by the bidder on Bidding Portal before scheduled due date and time for submission of bids. The bidder can offer tariff against any one solar power plant or for more depending upon his interest to bid against that Solar plant(s). Indicative price bid format enclosed as Format K.17

8.1.5. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of prices bids on bidding portal.

8.1.6. If price offer is submitted in technical bid, such bids will be rejected in technical bid evaluation stage and will not be considered for further process to conclude the bid.

F.9. Cost of Bidding:

9.1.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and UGVCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

F.10. Alternative Bids:

10.1.1. Alternative bids shall NOT be considered at all and all such alternative bids shall be liable to be rejected.

F.11. Period of Validity of Bids:

11.1.1. Bids shall remain valid for 120 days from the date of opening of Technical Bid as prescribed by UGVCL. A Bid valid for a shorter period shall be rejected and treated as non-responsive.

11.1.2. In exceptional circumstances, UGVCL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

F.12. Format and Signing of Bid

12.1.1. The bid forms/templates/annexure etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized by Bidder to sign, in token of acceptance of all the terms and conditions of the RfS Document. This authorization shall consist of a written confirmation in the form of Power of Attorney as specified in the RfS document and shall be attached to the bid.

12.1.2. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.

12.1.3. The bid documents shall be properly checked before uploading for submission of Bids.

12.1.4. The bid, duly signed (digitally) by Auth. Signatory, shall be uploaded on the Bidding portal in respective file/ format.

12.1.5. Bidders must submit their bids online at Bidding Portal. Bids received by another other means except as desired in this RfS Document shall not be accepted.

12.1.6. If bids are not submitted as per the details mentioned in this RfS document and Bidding Portal, UGVCL shall reject the bid.

12.1.7. Bidders are required to carefully go through the instructions included in the RfS Document and furnish complete information, necessary documents and schedules.

12.1.8. The Bidder shall sign the bid on each page and also at the specified location. Each and every paper enclosed must be given a page no. like 1,2,3,.....etc. & a bid summary must be enclosed along with covering letter on the Letter Head of the firm in the following format:

Sr. No.	Particulars/brief of information/ schedule/ Annexure	Page No:
1.		
2.		
3		
.....		
	Total Page	

Signature of Authorized Signatory, Seal of Entity, Date and Place

F.13. Withdrawal, Substitution, and Modification of Bids

13.1.1. A Bidder may withdraw its bid or re-submit its bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at Bidding Portal, but not after bid submission end date and time.

13.1.2. Bids withdrawn in terms of 13.1.1 above shall not be opened and processed further by UGVCL.

SECTION - G: BID OPENING & EVALUATION

G.1. Bid Opening

1.1.1. UGVCL will first perform the preliminary bid opening for tender fee and Bid security. Technical bids of those bidders will be opened who are qualified in the preliminary bid. Preliminary & Technical bid opening, which is a critical event in the bidding process, shall be done online and physical mode on the stipulated date & time.

1.1.2. After opening of Bids and till final selection of successful Bidder, no correspondence of any type will be entertained, unless called for by UGVCL. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.

G.2. Confidentiality

2.1.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.

2.1.2. Any attempt by a bidder to influence UGVCL or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

G.3. Clarification of Bids

3.1.1. To assist in the examination, evaluation, comparison and qualification of the bids, the UGVCL may, at its discretion, ask any bidder for a clarification regarding its bid. The UGVCL's request for clarification and the response of the bidder shall be in writing.

3.1.2. Any clarification submitted by a bidder with regard to its bid that is not in responseto a request by UGVCL shall not be considered.

3.1.3. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.

3.1.4. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

3.1.5. All communications generated under this rule shall be included in the record of the procurement proceedings.

G.4. Conflict of Interest

4.1.1. UGVCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of UGVCL's procurement ethics, the bidders, suppliers, and contractors under contracts, observe the highest standard of ethics. UGVCL will take appropriate actions against the Bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.

4.1.2. Conflict of interest will be determined in accordance with GUVNL's Purchase policy as under

Conflict of Interest among Bidders/ Agents:-

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

a)they have proprietor/ partner(s)/ Director(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e)bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/ foreign agent on behalf of only one principal.

g)A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders for particular quoted item, as above.

4.1.3. Further, it may be considered to be in a conflict of interest with one or more parties in the bidding process if

a) they have controlling shareholders in common; or

b) it receives or have received any direct or indirect subsidy from any of them; or

c) they have the same legal representative for purposes of the Bid; or

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of UGVCL regarding this bidding process.

G.5. Technical Bid opening and evaluation:

5.1.1. Technical Bid submitted online and in physical mode of only those bidders will be openedby UGVCL who are qualified in the preliminary bid. Documents received after the bid submission deadline, shall be rejected and returned unopened when called for, if super-scribed properly with address, to the bidder. Onlinesubmitted technical bid of such bidders shall not be opened.

5.1.2. If the above highlighted documents are received in order and as per the schedule, UGVCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions

prescribed in the RfS. During the examination of the bids, UGVCL may seek clarifications/ additional documents to 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 UGVCL within the stipulated timeline. All correspondence in this regard shall be made through email / bidding portal. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested.UGVCL shall not be responsible for rejection of any bid on account of the above.

5.1.3. The response to RfS submitted by the Bidder shall be scrutinized to establish Technical eligibility as per RfS.

5.1.4. However, it may be noted that if only one or two Bidder(s) is /are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of UGVCL. Thereafter, UGVCL will take appropriate action as deemed fit.

5.1.5. Bids having following characteristics shall be considered non-responsive and shall be liable for disqualification/rejection:-

a) Bid is not received by the due date & time and Bids is not accompanied with the required documents & schedules.

b) Bid not submitted in accordance with RfS document.

c) Bid do not meet the minimum eligibility criteria as mentioned in the biddingdocument.

d) Bids is not accompanied by Bid Security Declaration /Cost of Tender Document /

e) Conditional Bid shall be rejected.

f) Proposal is not valid for at least 120 days from the date of opening of onlineTechnical Bid.

g) During validity of the Bid or its extended period, if any, Bidder increases hisquoted prices.

h) Desired certificates in the required formats in the RfS not attached by the bidder.

i) Prices not quoted in prescribed Performa /schedule.

j) Bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

k) Bidder is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in major litigation or financial failures, etc.

l) Bidder failed to provide clarifications related thereto, when sought.

m) Bidder has submitted more than one bid. This will cause disqualification of all Bids submitted by such Bidders including forfeiture of the Bid Security.

n) Bidder who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

o) Bid is not meeting any other pre-requisite as spelt out elsewhere in this document.

G.6. Financial Bid Opening:

6.1.1. Evaluation committee of UGVCL shall refer the evaluation report to the Competent Authority of UGVCL, which reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by UGVCL in respect of such Bids.

6.1.2. The Price Bid shall be kept unopened and shall be opened later individually for each plant/Location on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

6.1.3. The Bidders which could not qualify in technical evaluation will be informed aboutthis fact. Their financial bid will be remain unopened for such Bidders.

G.7. Financial Evaluation:

Financial evaluation will be done for each plant/location

7.1.1. To evaluate a bid, UGVCL shall consider the following: -

a) The bid price as quoted in accordance with RfS document.

b) Price adjustment for correction of arithmetic errors in accordance with RfSdocument.

7.1.2. UGVCL's evaluation of a bid will exclude and not take into account any allowance for price adjustment during the period of performance of the Contract, if provided in theBid.

7.1.3. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

7.1.4. If there is a discrepancy between words and figures, the amount in words shall prevail.

7.1.5. Financial offers will be arranged in the ascending order for each lot, of their levelized tariff in the respective price bid i.e. L-1, L-2, L-3, L-4, L-5, Ln.

7.1.6. If same tariff is quoted by two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

7.1.7. Further, the Bidder with the highest Tariff in the Bid will be called the "H1 Bidder".

7.1.8. If only single bid is received and no competition is found, then decision of theCompetent Committee of UGVCL for consideration of the bid will be final.

7.2. Electronic Reverse Auction

7.2.1. After evaluation for each plant/location of financial bids of the bidders in line with Clause G.7 of the RfS and subsequent amendments (if any), UGVCL will conduct electronic reverse auctioning on the discovered L1 rate.

7.2.2. If the number of bidders registered for the electronic reverse auction is less than three, to ensure effective competition, UGVCL may cancel the auction.

7.2.3. The cancellation of the auction shall be communicated promptly to each registered bidder.

7.2.4. The e-reverse auctioning for the shortlisted bidders shall be conducted on separate portal which will be informed to the bidders in advance.

7.2.5. e-reverse auctioning shall be carried out on the day as intimated by UGVCL to the eligible bidders on the lowest quoted tariff (L1) discovered after evaluation of financial bids (as per Clause G.7 of the RfS).

7.2.6. In line with Section G clause 7.1.7 and 7.1.8 of the RfS, after financial bid evaluation, the bidders shall be ranked in ascending order of price bid quoted.

7.2.7. From the above ranking, bidders eligible for the e-reverse auction shall be shortlisted by UGVCL.

7.2.8. The bidder whose bid becomes the highest evaluated value (H1) shall be eliminated, subject to ensuring **maximum five (5) bidders participation in the e-reverse auction** i.e., H1 will be eliminated if six (6) or more bidders participated in the tender.

7.2.9. In case, participation is less than or equal to five (5), all the bidders will be qualified for the e-reverse auction.

7.2.10. In case more than one bidder turn out to be H1 bidders (with the same evaluated price), all H1 bidders will be eliminated subject to ensuring five (5) bidders participation in the e-reverse auction. Due to such elimination of H1 bidders, if the available eligible bidders get reduced to less than five (5), all will be included without elimination.

7.2.11. In case there is a tie on fifth bidder, then all ties bidders on fifth bidding rate will be considered for Reverse Auction.

7.2.12. e-reverse auction TENTATIVE process (may be revised by UGVCL during intimation of the electronic reverse auction portal):

(a) At least one week prior to e-reverse auction, an advance intimation regarding the date and time of the e-reverse auction will be sent by email to all such qualified bidders which are identified by UGVCL as per the above stipulated conditions.

(b) However, this advance intimation shall not be construed by the bidders as award of contract.

(c) Post intimation through email by UGVCL, all such bidders shall be required to register on the reverse bidding portal along with payment of requisite registration fees and any other mandatory charges for participation in the e-reverse auction.

(d) The e-reverse bidding portal details along with eligible mode(s) of payment and amount for the applicable fees / charges shall be intimated separately.

(e) At least two hours before the schedule start time of e-reverse auctioning, a system generated email for invitation for e-reverse auctioning will be sent to all those bidders who were shortlisted & intimated by UGVCL as above and have timely registered on the reverse bidding portal (to be intimated later).

(f) Shortlisted bidders for e-reverse auctioning will be able to login to the e-reverse auction portal 15 minutes before the start time of e-auctioning after completing necessary formalities at the Portal and paying all requisite charges.

(g) During the e-reverse auctioning process complete transparency will be maintained. The auctioning shall be on the lowest quoted tariff (L-1) discovered during financial bid evaluation by UGVCL. Hence the L-1 price will become the start price of e-auctioning process.

(h) The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 1.7869 / kWh, then it shall be considered as INR 1.78 / kWh).

(i) The minimum decrement step for e-Auctioning is Rs. 0.01 /- in lowest quoted tariff as per price schedule i.e. each decrement shall be in multiples of Rs. **0.01 /- only.**

(j) Bidders can only quote any value lower than lowest quoted tariff (L-1) of e- reverse auctioning at that point of time. However, at no stage, increase in lowest quoted tariff (L-1) will be permissible.

(k) The initial auctioning period will be **of 30 (thirty) minutes** with a provision of auto extension by **five (5)** minutes from the scheduled/ extended closing time if any fresh bid is received in **last five (5)** minutes of auctioning period or extended auctioning period.

(l) If no valid bid is received during last **Five (5)** minutes of auctioning period or extended auctioning period, then the e-reverse auctioning process will get closed and the last offered **L1** rate i.e. further no bidders responds within the time limit, shall become RL-1 rate.

7.2.13. Selection of Successful Bidder:

(a) The bidders shall be arranged in the ascending order with lowest quoted tariff i.e RL-1, RL-2 and so on after the reverse auction.

(b) The RL-1 will be selected as successful bidder and subsequently, contractual documentation shall be initiated as per the conditions stipulated in the RfS document.

(c) In all cases, UGVCL's decision regarding selection of bidder through e-reverse auctioning or other-wise based on First Round quotation (financial bids) or annulment of tender process shall be final and binding on all participating bidders.

UGVCL at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion.

G.8. Negotiations

8.1.1. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shallbe sought in the pre-bid stage itself.

8.1.2. The Competent Committee appointed by UGVCL shall have full powers to undertake negotiations in case where single bid is received. Detailed reasons and results of negotiations shall be recorded in the proceedings.

8.1.3. Negotiations shall not make the original offer made by the bidder inoperative. The Competent Committee shall have option to consider the original offer in case the bidder decides to increase tariff originally quoted or imposes any new terms or conditions.

8.1.4. In case of non-satisfactory achievement of tariff from single bidder, the Competent Committee may choose to make a written counter offer to the single bidder and work / supply order be awarded to the bidder if he accepts the counter-offer. UGVCL shall carryout reverse auction for locations as per above condition G.7.2.

8.1.5. In case the tariff even after the negotiation is considered very high, fresh bids shall be invited.

G.9. Right to Reject by UGVCL

9.1.1. UGVCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affectedBidder or bidders of the grounds for UGVCL's action.

SECTION - H: AWARD OF CONTRACT

H.1. LOI and Award of contract

1.1.1. Based on the results of the financial evaluation, UGVCL shall identify the L1 Bidder i.e bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, after reverse auction further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified in RfS document to perform thecontract satisfactorily.

1.1.2. The Bidder with the lowest quoted tariff after completion of e-reverse auction process shall be selected as the Successful Bidder (SPG) as per condition G.7.2.

1.1.3. A Letter of Intent (LOI) will be issued to the Successful bidder SPG after completion of the selection process.

H.2. GERC approval

2.1.1. The bidders should note that after discovery of L1 price and completion of negotiations on the same with bidder(s), Work order and further contract processing will be done with the successful bidder only after adoption of discovered L1 levelizedtariff by GERC.

2.1.2. For this, UGVCL shall file petition for the adoption of the discovered levelized tariff.

H.3. Performance Bank Guarantee

3.1.1. The successful bidder shall be required to furnish Performance Bank Guarantee as mentioned against the each solar power plant in Annexure K20 within **15 days** from the date of issue of LOI. The Performance bank guarantee shall be returned after 2 months of commissioning of the project.

3.1.2. The Performance Bank Guarantee shall be in the Form of unconditional Bank Guarantee as per the Format K.16 in favour of "The Chief Engineer (P&P), UGVCL, Mehsana" and to be submitted at the office of The Chief Engineer (P&P), UGVCL, Mehsana.

3.1.3. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project.

3.1.4. Work order shall not be issued due to Non submission of PBG within the above mentioned timelines:

3.1.5. The selected bidder shall furnish the PBG from any Scheduled / Nationalized Banks (in a standard format prescribed by UGVCL) as notified vide finance department of Govt. of Gujarat GR no.: EMD/4/2022/0002/DMO dated 20/05/22 and further amendments if any. CORPORATE GUARANTEES NOT ALLOWED

3.1.6. In case of award of the contract to a Joint Venture, the Bank Guarantees for performance bank guarantee shall be submitted in the name of all the partner(s) of the Joint Venture "OR" in the name of Lead/other Partner in the Joint Venture submitting the bid.

3.1.7. The BG for performance bank guarantee shall be executed on Gujarat Non-Judicial Stamp Paper worth Rs 300/-.

H.4. Forfeiture of Performance bank guarantee:

4.1.1. Apart from cases mentioned in the RfS regarding forfeiture of Performance bank guarantee, the Performance bank guarantee amount in full or part may also be forfeited in the following cases:

a) Non-submission of Land document in prescribed time limit

b) Failure in executing the PPA

c) When the terms and conditions of contract is breached / infringed by the SPG

d) When contract is being terminated due to non-performance by the SPG

Notice of reasonable time will be given in case of forfeiture of Performance bank guarantee

deposit. The decision of the UGVCL, as applicable, in this regard shall be final.

4.1.2. No interest will be paid by UGVCL on the amount of Performance bank guarantee.

H.5. Signing of PPA:

5.1.1. After approval of the GERC for the adoption of the discovered levelized tariff and payment of the PBG by SPG, the Work Order will be placed the concerned SPG against the respective solar plant.

5.1.2. The SPG shall ensure submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc. within **90 days from** the date of issuance of work order after which PPA shall be signed by UGVCL with the SPG.

5.1.3. Power Purchase Agreement (PPA) as per the enclosed format of PPA in Annexure-K1B shall be signed after submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc. within 90 days from the date of issuance of work order by UGVCL with the SPG The PPA shall be valid for a period of 25 years from COD as per provisions of PPA. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPG and UGVCL.

5.1.4. Further, the SPG shall submit the final land documents within the period of **4 months** after the date of signing of PPA for the entire required land duly registered by appropriate revenue authority

5.1.5. If the bidder, whose bid has been accepted, fails to furnish the required PBG or fails to sign a PPA within specified period, UGVCL shall take action against such bidder. UGVCL may, in such case, may cancel the tender process or if it deems fit, offer the discovered tariff to the next lowest or most advantageous bidder for acceptance, in accordance with the criteria and procedures set out in this RfS.

5.1.6. The bidder shall execute the PPA on a non-judicial stamp of Gujarat State of value worth Rs. 300/- and submitted the same to the office of Chief Engineer (P&P), UGVCL. All expenditure towards execution of Bank Guarantees shall be borne by the SPG.

H.6. Reservation of Rights

6.1.1. To take care of unexpected circumstances, UGVCL shall reserve the rights for the following:

a) Extend the closing date for submission of the bids.

b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.

c) Seek information from or negotiate with single bidder

d) Discontinue negotiations at any time with any bidder.

e) Allow a bidder to change its Technical proposal if the same opportunity is giventoall bidders.

f) Terminate or abandon the Tender procedure or the entire Project whether before or after the receipt of Bids.

g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its Bid.

h) Reproduce for the purposes of the procedure the whole or any portion of the Bid despite any copyright or other intellectual property right that may subsist in the Bid.

SECTION - I: BILLING AND PAYMENT CONDITIONS

The conditions in this section are as per the Article 10 of PPA mentioned here under:-

10.1.1 Energy measurement for Monthly billing

a) The SPG shall raise the invoice after issuance of State Energy Account by SLDC each month and submit the relevant extracts thereof along with the monthly invoice.

b) Subsequently, the SPG shall furnish the joint meter reading report (JMR)/Energy Account, duly verified by its authorized representative and concerned Executive Engineer, along with downloaded CMRI data (of all three meters) of 15 minutes time block to The Chief Engineer SLDC, Vadodara, through courier and/or e-mail along with the Monthly Bill (final energy net of import and export, multiplied by the Rs. per kWh tariff as per PPA and reactive power charges compensation) on the same day (i.e. 1st day of the month).

c) Subsequently, the SPG shall furnish the joint meter reading report (JMR)/Energy Account, duly verified by its authorized representative and concerned Executive Engineer(O&M) Division, along with downloaded CMRI data (of all three meters) to The Chief Engineer (P&P) UGVCL, through courier and/or e-mail along with the Monthly Bill (final energy net of import and export, multiplied by the Rs. per kWh tariff as per PPA and reactive power charges or any other charges compensation) on the same day (i.e. 1st day of the month).

d) Provided that:

i. if the date of commencement or supply of power falls during the period between the first (1st) day and up to and including the fifteenth (15th) dayof a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or

ii. if the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month.

e) Provided further that if a Monthly Bill is received on or before the second (2nd)day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.

f) Provided further that if a Monthly Bill for the immediately preceding Month is issued after 1st day of the next Month, the Due Date for payment of such Monthly Bill shall be extended accordingly.

g) The monthly bills shall be raised by SPG only after issuance of State Energy Account by SLDC.

10.1.2 Inspection and Testing of Meters

a) UGVCL and SPG shall jointly inspect and if necessary, recalibrate the metering system on a regular basis but in any event, at least once every year or at a shorter interval at the request of any of the two parties.

b) Each Meter comprising the metering system shall be sealed by UGVCL, and shallbe

opened, tested or calibrated in the presence of both the parties.

10.1.3 *Inaccuracy of Meters*

a) In case the difference between the energy recorded in the main meter and the check meter for any calendar month is within 0.5%, the energy recorded in the main meter shall be taken as final.

b) However, if the variation exceeds ±0.5%, following steps shall be taken:

i. Both interface meters (Main as well Check) and metering system shall be tested and checked.

ii. Re-Calibration of both meters at site with reference standard meter of accuracy class higher than the meter under test, if no issues found in step (a) above.

iii. On carrying out the re-calibration of the main meter, if it is discovered that either the percentage of inaccuracy exceeds ±0.5% or that the main meter is not working, the following procedure in order of priority, whichever is feasible, for arriving at the computation of quantity of energy during the period between the last calibration and the present, shall be followed:

- On the basis energy recorded in the check meter if installed and functioned accurately; or
- By correcting the error, if the percentage of error is ascertainable from calibration, tests or mathematical calculation

iv. The correction to the quantity of energy injected shall apply to the following periods (hereinafter referred to as the "Correction Period"):

- To any period of time during which the main meter was known to be malfunctioning or to which the parties mutually agree;
- If the period during which the main meter was malfunctioning is not known or is not agreed to between the parties, the correction shall be applicable for a period equal to half the time elapsed since the date of the preceding calibration test, provided that under no circumstance shall the Correction Period exceed one month.

v. If the difference exists even after such checking or testing, then thedefective meter(s) shall be replaced with a tested meter.

vi. In case of conspicuous failures like burning of meter and erratic display of metered parameters and when the error found in testing of meter is beyond the permissible limit of error provided in the relevant standard, the meter shall be immediately replaced with a tested meter.

vii. In case where both the Main meter and Check meter fail, energy recorded in the Standby meter shall be considered as final and at least one of the meters shall be immediately replaced by a tested meter.

10.1.4 *General*

a) From the Commercial Operations Date of the solar power plant, UGVCL shall pay to the Successful SPG the monthly Tariff Payments subject to the adjustments as per provisions of the PPA and submission of following documents:

i. Monthly bill (Injection /Schedule at delivery point as certified by SLDC multiplied by the Rs. per kWhtariff as per PPA)

ii. Relevant Extracts of State Energy Account.

b) All Tariff Payments by UGVCL shall be in Indian Rupees.

c) The SPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

Reactive power charges or any other charges as per CERC/ GERC regulationsshall be payable by SPG as per provisions of PPA.

10.1.5 Delivery and Content of Monthly Bills/Supplementary Bills

a) The SPG shall issue to UGVCL hard copy of a signed Monthly Bill for the immediately preceding Month based on the State Energy Account along with all relevant documents (payments made by selected bidder for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of CERC/GERC shall not be a part of bill raised by SPG to UGVCL)

b) Each Monthly Bill shall include all charges as per the Agreement for the energy supplied for the relevant Month based on State Energy Account. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the applicable levelized tariff. Net energy import from the grid shall be billed at HTP-III tariff.

10.1.6 Payment of Monthly Bills

a) On receipt of JMR/Energy Account along with CMRI data (of both meters) and bill, Superintending Engineer (Regulation) UGVCL shall verify the readings and subsequent share the same along with original bill and other relevantdocuments to UGVCL.

UGVCL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the Chief Engineer (P&P) UGVCL.

b) As defined under the PPA, Due Date of Payment" in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the UGVCL. The Tariff Invoice shall include relevant documents.

All payments required to be made under this Agreement shall also include any deduction or set off for:

i. deductions required by the Law; and

ii. Amount claimed by UGVCL, if any, from the SPG, will be adjusted from the monthly energy payment.

iii. Charges for net import of energy by the solar plant from the grid shall be as per HTP-III Tariff as per GERC

a) The SPG shall open a bank account (if not having any bank account) for all Tariff Payments to be made by UGVCL to the SPG and notify UGVCL of the details of such account at least sixty (60) Days before the dispatch of the first Monthly Bill.

10.1.7 Late Payment Surcharge

(1) For payment of Monthly bill by UGVCL, if paid after Due Date of Payment, a late Payment charge shall be payable by UGVCL to the SPG on the payment outstanding after the due date at the base rate of Late Payment Surcharge

applicable for the period for the first month of default.

(2) The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.

(3) Provided that the rate at which Late Payment Surcharge shall be payable shall not exceed the rate of seven (7) percent in excess of the SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount of outstanding payment, calculated on a week or part thereof basis viz. (SBI MCLR rate + 7%)

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \text{ per week or part thereof.}$$

(4) Provided further that all Payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

(5) The Late Payment Surcharge shall be claimed by SPG through the supplementary bill.

(6) The Late Payment Surcharge shall be governed as per the provisions of Electricity (Late Payment Surcharge) Rules, 2021 issued by Ministry of Power, Government of India vide notification dated 22.02.2021 and subsequent amendments or replacements thereof issued from time to time.

10.1.8 Rebate

a) For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPG to UGVCL in the following manner and the SPG shall not raise any objections to the payments made under this article.

i. For payment of Monthly Bill by UGVCL, if paid before Due Date of Payment, a Rebate shall be deducted by UGVCL at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \text{ per week or part thereof.}$$

10.1.9 Payment of Supplementary Bills

a) Either party may raise a ("Supplementary Bill") for payment on account of adjustments required by the Energy Accounts (if any) and such Supplementary Bill shall be paid by the other Party.

b) The Parties shall remit all amounts due under a Supplementary Bill to the Designated Account by the Due Date.

c) The Rebate and Late Payment Surcharge shall be applicable at the same terms applicable to the Monthly Bill.

10.1.10 Payment Security Mechanism

Letter of Credit (LC):

a) UGVCL shall provide to the SPG, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the SPG in accordance with the PPA.

b) Not later than one (1) Month before the start of supply, UGVCL through ascheduled bank open a Letter of Credit in favour of the SPG, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

   i. for the first Contract Year, equal to the estimated average monthly billing;

   ii. for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.

c) Provided that the SPG shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.

d) Provided further that if at any time, such Letter of Credit amount falls short of the amount specified above due to any reason whatsoever, UGVCL shall restore such shortfall within fifteen (15) days.

e) UGVCL shall cause the scheduled bank issuing the Letter of Credit to intimatethe SPG, in writing regarding establishing of such irrevocable Letter of Credit.

f) UGVCL shall ensure that the Letter of Credit shall be renewed not later than its expiry.

g) All costs relating to opening, maintenance of the Letter of Credit shall be borne by the SPG.

h) If UGVCL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to above, the SPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from UGVCL, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

   i. a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to SPG and;

   ii. a certificate from the SPG to the effect that the bill at item (a) above, or specified part thereof, is in accordance with the Agreement, is not disputed and hasremained unpaid beyond the Due Date;

10.1.11 Disputed Bill

a) If UGVCL does not dispute a Monthly Bill or a Supplementary Bill raisedby the SPG within thirty (30) days of receiving such Bill shall be taken as conclusive.

b) If UGVCL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount of the invoice amount and it shall within fifteen 30 days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

   i. the details of the disputed amount;

   ii. its estimate of what the correct amount should be; and

   iii. all written material in support of its claim.

c) If the SPG agrees to the claim raised in the Bill Dispute Notice, the SPG shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

d) If the SPG does not agree to the claim raised in the Bill Dispute Notice, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to UGVCL (i.e. office of Superintending Engineer (Solar), UGVCL) providing:

i. reasons for its disagreement;

ii. its estimate of what the correct amount should be; and

iii. all written material in support of its counter claim.

e) Upon receipt of the Bill Disagreement Notice by Superintending Engineer (Regulation), UGVCL, authorized representative(s) or a director of the board of directors/ member of board of the UGVCL and SPG shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

f) If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice, the matter shall be referred to Dispute resolution in accordance with Article 16 of PPA.

g) For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, UGVCL shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount of the invoice amount in the Monthly Bill.

SECTION - J: OTHER TERMS AND CONDITIONS

J.1. Jurisdiction of Contract

1.1.1. The laws applicable to the Contract shall be the Laws in force in India. The court at Mehsana District i.e. city where the Corporate Office of UGVCL is situated shall have exclusive jurisdiction in all matters arising under this contract.

J.2. Change in Laws & Regulations

2.1.1. Change in Law conditions shall be applicable as mentioned in the Power Purchase Agreement

2.1.2. In addition to the receipt of applicable CFA from MNRE for the SPV plant, the Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional custom and Excise Duties, Tax Holidays etc. if available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity isbeing provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on UGVCL for any liability if bidders are not able to avail any available fiscal incentives and this will not have any bearing on the applicable tariff.

2.1.3. If the Project is transferred or sold to a third party during its tenure (after initial lock in period of 1 year after COD), UGVCL will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honor all the obligations and terms & conditions of the PPA.

J.3. Min. Generation Guarantee

3.1.1. The Selected bidder shall provide a minimum generation guarantee corresponding to a capacity utilization factor (CUF) of 19% (the "Guaranteed CUF") with respect to the AC capacity of the PV system.

3.1.2. This Guaranteed CUF shall be calculated on an annual-basis and shall be verified by UGVCL at the end of each year during the 25 (twenty-five) years operation period or any extension thereof on mutual agreement.

3.1.3. **There shall be no year-on-year reduction on the Guaranteed CUF during the 25 (twenty-five) year's period.**

3.1.4. Right to Contracted Capacity & Energy

UGVCL, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond the contract capacity. If for any Contract Year except for the first year of operation, it is found that the SPG has not been able to generate and supply minimum energy of **as mentioned against each Solar power plant as mentioned in Annexure K20 in KWH (Units) (corresponding to 19% minimum CUF) for respective Feeder(s) level Solar plant** during the term of the agreement, on account of reasons solely attributable to the SPG, the non-compliance by SPG shall make the SPG liable to pay the compensation. UGVCL shall not be obliged to purchase energy in excess of maximum CUF of 30% during any contract year. If _UGVCL decides to purchase the excess energy beyond CUF of 30%, the payments for such excess energy shall be made at 75% of the PPA tariff. For the first year of operation, the above limits shall be considered on pro-rata basis. The lower limit will, however be relaxable by UGVCL to the extent of grid non-availability for evacuation which is beyond the control of the SPG.

This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty would ensure that the UGVCL is offset for all potential costs associated with low generation and supply of power under the PPA. **The compensation payable to UGVCL by the SPG shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff.** This compensation shall not be applicable in events of Force Majeure identified under PPA.

At any point of time block, the peak of capacity shall not reach higher than the contracted capacity at the point where power is injected in the grid. The SPG shall forego the excess generation and reduce the output to the contract capacity and shall be required to pay the penalty/charges in case of failure to do so. The SPG shall install adequate protection equipment at the interconnection point to avoid excess energy feeding into the grid and failure to do so shall entitle DISCOM to not pay for the additional energy over and above the contracted capacity.

3.1.5. Generation compensation for Off-take constraints

a. Generation Compensation in offtake constraints due to Grid Unavailability: Duringthe operation of the plant, UGVCL shall endeavor to ensure **95% of grid availability** in a contract year, however, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the SPG. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted to the following and there shall be noother claim, directly or indirectly against UGVCL:

Duration of Grid unavailability	*Provision* for Generation Compensation
Grid unavailability in excess of 5% in a contract year as defined in the PPA (only period from 8 am to 6 pm to be counted):	***Generation Loss** = [(Average Generation per hour*
	during the Contract Year) × (number of hours of grid unavailability during the Contract Year)] 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.

The excess generation beyond 19% CUF by the SPG equal to this generation loss shall be procured by UGVCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

b. Offtake constraints due to Backdown: In the eventuality of backdown, subject to the submission of documentary evidences from the competent authority, the SPG shall be eligible for a minimum generation compensation, from UGVCL, restricted to the following and there shall be no other claim, directly or indirectly against UGVCL.

Duration of Backdown	*Provision* for Generation Compensation
Hours of Backdown during a monthly billing cycle.	***Mininum Generation Compensation = 100% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff*** Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month

The SPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paidas part of the energy bill for the successive month after JMR.

J.4. Other Key Responsibilities

4.1.1. MNRE/ UGVCL Inspection & Reporting

a) The Ministry officials or designated agency may inspect the ongoing installation or installed plants. In case the installed systems are not as per standards, non- functional on account of poor quality of installation, or non-compliance of AMC, the Ministry reserves the right to blacklist the selected bidder. Blacklisting may inter-alia include the following:

i) The SPG will not be eligible to participate in tenders for Government supported projects.

ii) In case, the concerned Director(s) of the SPG joins another existing or starts/joins a new firm/company, the company will automatically be blacklisted.

b) The SPG shall be responsible for providing daily / weekly / monthly or customized information regarding progress of projects required by UGVCL / MNRE, online or in hard copy. For which the SPG is also responsible for maintaining online & off-line records.

c) Assist UGVCL with a real-time monitoring dedicated web-portal (SLDM).

J.5. Code of Integrity

5.1.1. All the officers or employees of UGVCL shall:

a) maintain an unimpeachable standard of integrity both inside and outside their office

b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions

c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large

d) not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition

e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from UGVCL

f) not have a financial interest in any bidder(s) responding to UGVCL's bidding process and any person having financial interest in any bidder shall not participate in this tender process

g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information

h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process

i) provide all bidders identical information at the same time, during the biddingprocess;

j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process

k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders

l) protect the interests of the UGVCL under all circumstances while dealing withinformation and information sources

m) maintain confidentially of all bids

n) ensure that the selection of bidder is as per the RfS document and is notinfluenced by personal reasons attributable to concerned officials in any manner

o) Disclose conflict of interest, if any.

5.1.2. Any Bidder participating in Tender process shall:

a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange fo. an unfair advantage in procurement process or to otherwise influence the procurement process

b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

c) not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the Tender process

d) not misuse any information shared between UGVCL and the bidders with an intent to gain unfair advantage in the Tender process

e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the Tender process;

f) not obstruct any investigation or audit of a Tender process

g) disclose conflict of interest, if any; and

h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

J.6. Breach of code of integrity by the bidder

6.1.1. In case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, UGVCL may take appropriate action in accordance with the provisions.

J.7. Vexatious Appeals & Complaints

7.1.1. Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint with the intention of delaying or defeating any procurement or causing Loss to UGVCL or any other bidder, shall be punished with fine as per the laws of land.

UGVCL Bank Details:
Account name : UTTAR GUJARAT VIJ COMPANY LIMITED
Name of Bank: BANK OF BARODA,
Bank Account No: 01520500013524
IFSC Code:- BARB0MEHSAN
MICR code : 384012001

SECTION - K: EMD Bank Guarantee Format

K.1. EMD Bank Guarantee Format

(To be submitted by bidder on non-judicial stamp paper of Rs. 300/- and its scanned copy is to be submitted in 'on-line' on the bidding platform)

For RFS No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-3

WHEREAS M/s. _____ (name & address of the Firm) having their registered office at _____ (address of the firms Registered Office) (hereinafter called the 'RFS Documenter') wish to participate in the RFS Document No. _____ for _____ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for _____ Uttar Gujarat Vij Company Ltd and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs._____ (amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be **6 (SIX)** months from the schedule date of opening of the RFS Document. **be submitted by the RFS Documenter along with the RFS Document.**

We, _____ (name of the Bank and address of the Branch giving the Bank Guarantee) having our Registered Office at _____ (address of Bank's Registered Office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Uttar Gujarat Vij Company Ltd or any Officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of E.M.D.), (Rupees _____ _____ (in words) to the said Uttar Gujarat Vij Company Ltd on behalf of the RFS Documenter.

We _____ (name of the Bank) also agree that withdrawal of the RFS Document or part thereof by the RFS Documenter within its validity or Non-submission of Security Deposit by the RFS Documenter within one month from the date RFS Document or a part thereof has been accepted by the Uttar Gujarat Vij Company Ltd would constitute a default on the part of the RFS Documenter and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the RFS Documenter and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of RFS Documenter Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the RFS Documenter and the UGVCL.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. UGVCL/GUVNL 's Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ _____ (Amt. of E.M.D.) (Rupees _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ ***(Date of validity of the Guarantee)***, all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Signature of the Bank's Address of the Bank with Branch Code,
Authorized Signatory
Telephone and Fax Nos.
Official Round Seal.

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

K.2. Power of Attorney in favour of Authorized Signatory (In Case of Bidder is Single Entity)

(On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate)

The Bidder is required to submit the Power of Attorney in the Format as per the applicableLaw.

K.3. Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)

(On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder .....
.....have formed a Joint Venture under the laws of ..... and having our Registered Office(s) / Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of ..... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to "Bid Specification" for the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3, for which bids have been invited by Uttar Gujarat Vij Company Limited("UGVCL") undertake the following acts:

i. To submit proposal and participate in the aforesaid Bid Specification of UGVCL on behalf of the "Joint Venture".

ii. To negotiate with UGVCL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the UGVCL for and on behalf of the "Joint Venture".

iii. To do any other act or submit any document related to the above.

iv. To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default byall the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the period to complete all the Scope of Work awarded under the terms of Bid Specification/ Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid and negotiates with UGVCL and signs the Contract with UGVCL and/orproposes to act on behalf of the Joint Venture by virtue of this Power of Attorneyand the same shall bind the

Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ..... day of.....under the Common Seal(s) of their Companies.

For and on behalf of the

Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture: The

Common Seal has been affixed there unto in the presence of:WITNESS

1. Signature..... .....

   Name .....

   Designation .....

   Occupation .....

2. Signature.....

   Name .....

   Designation .....

   Occupation .....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers ofappropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and shall invariably be witnessed.

K.4. Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)

(On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate)

THIS JOINT DEED OF UNDERTAKING executed on this ..... day of.....Two Thousand and ..... by M/s .....a company incorporated under the laws of.....and having its Registered Office at..... (hereinafter called the "Party No.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 "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" (in case of award)] against the "Bid Specification" for the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation andRMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS) under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-3, the bids for which have been invited by Uttar Gujarat Vij Company Limited("UGVCL")WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS UGVCL has invited bids as per the above mentioned Bid Specification for the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation andRMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS) under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-3

AND WHEREAS SECTION - E:(1.1.1) forming part of the RfS document, inter-alia stipulates that an Undertaking of upto two qualified entities as partners in a Joint Venture, meeting the requirements of Eligibility & Qualification Criteria SECTION - E:, as applicable may bid, provided, the Joint Venture fulfils all other requirements under SECTION - E: and in such a case, the Bid Formats shall be signed wherever applicable and as required by RfS document either by the Authorized Signatory (appointed by a Power of Attorney executed by all partners of Joint Venture) and/or all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Performance bank guarantee will be as per the format enclosed with the RfS document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to UGVCL vide Bid No ..... (Reference No: of Bid submitted by Bidder) dated ..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of RfS document, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by UGVCL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s ..... the **Party No.1,** shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound onto UGVCL for the successful performance of the Contract and shall be fully responsible for successful completion and performance of Scope of Work as provided in Contract in accordance with the terms and conditions specified in the Contract.

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if UGVCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, theParty(s) of these presents undertake to promptly make good such loss or damages caused to UGVCL, on its demand without any demur. It shall not be necessary or obligatory for UGVCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), UGVCL can proceed against anyof the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to UGVCL.

4. The financial liability of the Parties of this Deed of Undertaking to the UGVCL, as applicable, with respect to any of the claims arising out of the performance or non- performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – ..... *(to be suitably appended by the JV Partners alongwith this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture forsubmission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture,other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance bank guarantee from a bank in favour of UGVCL in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till UGVCL discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of .....
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated .....

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name .....
Designation .....
Signature .....

(Signature of the authorized representative)

WITNESS:
I. .....
II. .....

Common Seal of .....
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated .....

For Party No.-2
For and on behalf of M/s.....

Name .....
Designation .....
Signature .....

(Signature of the authorized representative)

WITNESS:
I. .....
II. .....

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and shall invariably be witnessed.
3. Attach the Appendix.....as mentioned in the Clause 5 of this Deed of Undertaking.

K.5. Bid Submission Letter/Undertaking

(On Letterhead of Bidder/ Lead Member of JV)

From:

(Full name of Bidder / Lead Member of JV) .....
Address of the Organization.....
Name of Authorized Signatory: .....
Designation: .....
Email ID: .....
Phone / Mobile No.: .....

To:

The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation andRMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3

Dear Sir,

In connection with the above subject, I / We confirm the following:

1. I/We, the undersigned.....[insert name of the 'Bidder'] having read, examined and understood in detail the RfS document issued vide above referenced NIT, hereby submit our "Bid" in full compliance with terms & conditions of RfS document. A copy of the RfS document, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms/ Conditions. I/ We have submitted the Bid in electronic form on ON-LINE mode at the Bidding Portal mentioned in the RfS document.
2. *[Insert this clause in case JV]* I/We are submitted our Bid in form of Joint Venture, whereby M/s..... is the Lead Member and Partner, M/s.....
   is the other JV Partner. We have enclosed the Joint Deed of Undertaking executed byus in our Bid as per the requirement mentioned in the RfS document.
3. I/We have selected Mr....., as our Authorized Signatory in our bid. We have enclosed the Power of Attorney (POA) executed in favour of Authorized Signatory in our Bid as per the requirement mentioned in the RfS document.
4. I/We have paid the requisite amount of EMD. I/we understand that without payment of the EMD by us, our offer shall out rightly be rejected. If, I/we are selected and shortlisted for as successful Bidder, we agree pay therequired Performance bank guarantee as per the terms & conditions mentioned in the RfS document. I/We understand that I/we shall not be awarded the Contract if we fail to pay the Performance bank guarantee in stipulated time.
5. I/We agree to treat the RfS document and other records connected with the Scope of Work as secret and confidential documents and shall not communicateinformation described therein to any person other than the person authorized byyou or use the information in any manner prejudicial to the safety requirement.
6. I/We understand that you are not bound to accept the lowest or any bid you may receive.
7. I/ We are participating, as Bidders, in not more than one Bid in this Bidding process.

8. I / We declare that our Bid is strictly in line with RfS document Specification and there is no deviation. Further, I/We also agree that additional conditions / deviations, if any, found in our Bid, the Bid shall be out rightly rejected without assigning any reason thereof. We shall ensure that we execute such Bid documents as per the provisions of the NIT and provisions of such RfS document shall be binding on us. I/We confirm that we have not taken any deviation so as to be deemed non- responsive.
9. I/We hereby unconditionally and irrevocably agree and accept that the decision made by UGVCL in respect of any matter regarding or arising out of the Bid submitted by us/ RfS document issued by UGVCL shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
10. I/ We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of Project mentioned in the RfS document.
11. I / We hereby submit our Bid and undertake to keep our Bid valid for a period of 120 days from the date of opening of Technical Bid. I / We hereby further undertake that during the said period, I / We shall not vary/alter or revoke my/ our Bid.
12. I/We also agree to abide by and fulfil all the terms, conditions and provisions of the above mentioned RfS document.

Enclosed:

1. **Summary Details of Bidder/ JV Partners**
2. **Details of Material offered, Solar PV Modules, Configuration & Work execution capacity, existing & proposed after sales service centers in Gujarat**

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:
Place:

K.6. Summary Details of Bidder

(On Letterhead of Bidder for which the said details are provided. In Case of JV the followingformat is to be provided by Each Member of the Joint Venture)

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3

S. No.	Information:	Details:
1.	Name of Bidder:	
2.	Bidding entity:	(JV / Sole Bidder)
3.	JV partners: *(Not applicable for Sole Bidder)*	1. Lead Member: 2. Other Partner:
4.	Registration status:	(Company/ LLP/ Partnership/ Sole Proprietor)
5.	Registration Number:	
6.	GST Registration Number:	
7.	PAN No:	
8.	Key Contact details:	Name: Email Id: Mobile no.:
9.	Registered office details:	Address: Phone no.: Email ids:
10.	Other Branch offices in India:	
	(i)	Address: Phone no.: Email ids:
	(ii)	Address: Phone no.: Email ids:
11.	Details of firm's Directors:	
	(i) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(ii) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(iii) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(iv) *<Name of director>*	Designation: Address: Mobile Number: Email ID:

S. No.	Information:	Details:
12.	If Manufacturer of any item, theName of products being manufactured:	
13.	Address of Manufacturing unit:	
14.	Brief details of firm's work experiences:	

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:

Designation:

Date:

Place:

K.7. Details of Material

(On Letterhead of Bidder/ Lead Member of JV)

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3

S. No.	Material	Per unit power rating (Watts)	Name of Manufacturer with whom Bidder has made MoU of supply material under this project	Manufacturing Country	Production Capacity of the material (per annum)	Tested from..... (Enclose the test certificate)
1	SPV Modules					
2	Invertors					
3	Meters					
4	Circuit Breakers					
5	Conductor / Cable					
6	Other Material					

Note:

1. Also power performance test data sheets of all modules. The exact power of the module shall be indicated if the data sheet consists of a range of modules with varying output power.
2. Also provide complete technical data sheets for each equipment giving details of thespecifications along with make/makes along with basic design of the PV Installation setup and power evacuation, synchronization along with protection equipment.

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:
Place:

K.8. Details of Bidders Eligibility Requirements

(On Letterhead of Bidder/ Lead Member of JV)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3

We hereby declare that we are eligible for bidding in reference to "**Eligibility Requirements**"of the RfS document vide above referenced NIT No. and submit the following certificate(s) /documents in support:

S. No.	Criteria	Documents Required	Status & Supporting Documents Attached
1.	Bidder can be sole/ single bidder OR, Joint Venture (JV) of up to 2 (two) members, with one of the members as a Lead Member	In case of JV, Deed of Undertaking	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*
2.	The Bidder should have any of the following legal status: a) Body incorporated in India under the Companies Act, 2013 including any amendment thereto; OR b) Body incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto; OR c) Firm registered under Partnership Act, 1932 in India; OR d) Sole Proprietor In case of JV, **all the members**	e) In case of Company – Copy of Registration/ Incorporation Certificate f) In case of LLP – Copy of Deed of Partnership g) In case of Partnership – Copy of Deed ofPartnership h) In case of Sole Proprietor – Duly notarized Undertaking from Sole proprietor	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*

S. No.	Criteria	Documents Required	Status & Supporting Documents Attached
	must fulfill this requirement and submit the documents asper the RfS document.		
3.	The Bidder must have the required GST Registration In case of JV, **all the members** must fulfill this requirement.	Copy of GST registration certificate with legible GSTIN.	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*
4.	The Bidder must have valid PAN Number In case of JV, **all the members** must fulfill this requirement.	Copy of Pan Card	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*
5.	The Bidder should have Electrical contractor license in Gujarat. In case of non-availability of the same at the time of bid submission, the contractor should submit a valid electrical contractor license issued by Govt. of Gujarat within 1 month of award of contract. The biddershould submit an undertaking in this regard along with the bid. Or submit a copy of contract executed for electrical work with a contractor having a valid license. In case of JV, **any one of the members** must fulfill this requirement and submit the documents as per the RfS document.	Copy of Registration Certificate issued	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*
6.	The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officer, should not have business activities suspended, should not be blacklisted or debarred by	The bidder shall provide an Undertaking as per the Format K.15. In case of JV, all the members must submit the undertaking as per the Format K.15.	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*

S. No.	Criteria	Documents Required	Status & Supporting Documents Attached
	any utility / government agency, should not have a conflict of interest. In case of JV, **all the members** must fulfill this requirement.		
7.	The bidder must submit a Power of Attorney (POA) authorizing a person to sign the documents on behalf of the Bidder, submit technical, commercial information and attend meetings on behalf of the Bidder. In case of JV, **all the JV members** must submit individual PoA with supporting BoD resolution, except in case of proprietor wherein only undertaking in this regard is to be submitted along with combined PoA (signed by individually authorized person of each JV member)	Sole Bidder to provide POA as per the applicable Law as provided in SECTION - K:Format K.2 In case of JV, Undertaking by JV as per the format Format K.4 and POA as per the format provided in Format K.3	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*
8.	The bidder should have "No Conflict of Interest" as defined in SECTION - G: clause SECTION - G:5.1.5 of this RfS document. Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract. In case of JV, **all the members** must fulfill this requirement.	The bidder shall provide an undertaking as per the format provided in as per the Format K.12 In case of JV, all the members shall submit the undertaking as per the Format K.12	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*

All supporting documents enclosed.

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:
Place:

K.9. Details of Bidders Qualification Requirements

(On Letterhead of Bidder/ Lead Member of JV)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3.

We hereby declare that we are eligible for bidding in reference to "Qualification Requirements" of the RfS document vide above referenced NIT No. and submit the following certificate(s) /documents in support:

S. No.	Criteria	Documents Attached Details
1	**Technical Criteria**	
1.1	Bidder shall have experience of execution of supply, installation and commissioning of grid connected solar power plants with cumulative capacity of **1 MWp with min capacity of 10 kWp or more**, during last five years with any govt. or private organization inIndia. In case of JV, all the partners of the JVshall collectively meet this technicalcriteria.	Meeting Qualification: (Yes/No) Documents along with Format..... attached in Annexure.... to this letter
2	**Financial Criteria**	
2.1	The Bidder should have positive net worth for each of the last three Financial Years (FY19-20. FY 20-21, FY21-22). In case of JV, **all the members** must fulfill this requirement.	Meeting Qualification: (Yes/No) Documents along with Format..... attached in Annexure....to this letter
2.2	To ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to have Minimum Average Annual Turnover during LAST 3 financial years (FY2019-20, FY 2020-21, FY2 021- 22) not be less than	

	amount in Rs. mentioned against each separate individual Solar Plant in Annexure K20 for which the bidder wants to bid. If the Bidder wants to participate in the bid for the more than one solar plants, the bidder shall require to have the average annual Turnover not less than the sum of the amount mentioned against respective individual Solar plants in Annexure K20 for which the bidder wants to bid. The bidder shall ensure that the average annual turnover of the bidder must be higher than the sum of the individual turn over mentioned in the bid against the solar plant selected by the bidder for bidding. In case of the turnover is less than the sum of turn over of the mentioned against the selected plants, the bid will be rejected and the bidder will be disqualified for the further process of bid. In case of JV, all the partners of the JVshall collectively meet this criteria.	

Supporting Documents enclosed.

(Supporting Documents, wherever required & applicable are to be attached at Annexure tothis letter.....)

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:
Place:

K.10. Work Experience Certificate for Technical Qualification

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-3

Name of Bidder (In case of JV, name of Lead Member and Partner having experience):_____

Sr. No.	Client Name	Descriptionof Work	Work order No.	Date of order	Amount of order Rs. in Lakh	Date of commissioning	Solar plant capacity in KW	Experience Certificate attached (Yes /No)
TOTAL:								

(Signature & Seal of Authorized Signatory for which POA attached)
Name of Authorized Signatory:Designation:
Date:
Place:

Note:

1. The details of projects executed during period mentioned above shall be listed in as per the above format. In support of above, self-certified Copy of work orders and a certificate issued by the govt. or private organization towards the satisfactory work completion to be furnished bythe Bidder. In absence of any one, it will not be considered for qualifying in technical bid.
2. In case of JV, both the partners should collectively meet the total work experience requirement.

K.11. Certificate of Bidder's Financial Qualification

(On Letterhead of CA for the bidder (Bidder/ Lead Member/ Other Member) for which thebelow details are provided. In Case of JV the following format is to be provided by Each Member of the Joint Venture separately)

(To be submitted in 'on-line' and physical mode by both)

Financial Qualification Certificate for Annual Turnover and Positive Networth

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3

TO WHOMSOEVER IT MAY CONCERN

We have verified the books of accounts and related record of M/s._____ situated at Address of the factory/firm> _____and on verification of the records, we hereby certify that **average Turnover and net worth** of this mentioned entity/firm during the last three financial years which are as under:

Sr. No.	Financial Year	**Total Turnover Rupees in LAKHS**	**Net worth (Positive/Negative)**
1	2019-20		
2	2020-21		
3	2021-22		
Total			
Average Annual Turn Over of last three years			

ABOVE FIGURE OF TURN OVER IS MENTIONED IN RUPEES IN LAKH.

(Signature & Seal of Authorized Signatory for which POA attached)
Name of Authorized Signatory:
Designation:
Date:
Place:

(Signature & Seal of Practicing Chartered Account)
Certifying Chartered Accountant:
Name of Firm:
UDIN No:
Date:
Place:

Note:

1. In addition to above certificate from Chartered Accountant, Bidder is required to submit firm's annual audited Balance sheet and Profit & Loss statement for last 5 years till FY21.
2. **In case of JV, the form shall also be signed by respective entity's authorized signatoryalong with Authorized Signatory for which POA is attached.**

K.12. Declaration for Compliance with the Code of integrity and No Conflict of interest

(On Letterhead of Bidder giving said declaration)

(In Case of JV, the following format is to be provided by Each Member of the Joint Venture ontheir respective letterhead, signed by respective authorized Signatory along with Authorized Signatory for which POA is attached with Bid)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-3

We hereby declare that, we are in complete compliance of clause of Conflict of interest as per RfS Document.

(Signature & Seal of Authorized Signatory for which POA attached)Name

of Authorized Signatory:

Designation:

Date:

Place:

K.13. Declaration Regarding Alternative Deviations and Exceptions to the Provision

(On Letterhead of Bidder/ Lead Member of JV)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3.

Dear Sir,

The bidder shall itemize any deviation from the RfS document included in his bid. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information:

Sl. No.	Reference clause in the RfS document	Deviation	Cost of withdrawal of the deviation
1			
2			
3			

The above deviations and variations are exhaustive. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and Bid Security forfeited.

Except for the above deviations and variations, the entire work shall be performed as per your specifications and documents. Further, we agree that any deviations, conditionality or reservation introduced in this Declaration and/or in the Bid submitted, Price schedules & Technical Data Sheets and covering letter, or in any other part of the Bid will be reviewed to conduct a determination of the substantial responsiveness of the Bid.

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:

Place:

K.14. Declaration Regarding No Omissions or Inconsistencies or Reservations

(On Letterhead of Bidder/ Lead Member of JV)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3.

Dear Sir,

We confirm that Bid submitted by us and have been filled up by us as per the provisions of the RfS document issued vide above-referenced NIT. We have also uploaded price bid electronically as per the provisions of the RfS document. Further, we have noted that the same shall be evaluated as per the provisions of the RfS document.

Further, we hereby confirm that except as mentioned in the Declaration Regarding Alternative, Deviations and Exceptions to the Provisions hereof and/or the Covering Letter, forming part of our Bid:

(i) There are no discrepancies/inconsistencies and deviations/omissions/ reservations to the RfS document, in the price bid;

(ii) The description of items and the unit thereof in the price schedules are in conformity with those indicated in the price schedule of the RfS document without any deviation to the specified scope of work.

We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the online price bid, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to UGVCL. However, in case of any arithmetical errors, the same shall be governed as per theprovisions of RfS document SECTION - G:

(Signature & Seal of Authorized Signatory for which POA attached)Name

of Authorized Signatory:

Designation:

Date:

Place:

K.15. Undertaking for No Blacklisting & No Banning

(On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate)(In case of JV the undertaking is to be provided by each Member of the Joint Venture)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3.

I / We hereby declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is not insolvent, not in receivership, not bankrupt or wound up, not have affairs administered by a court or a judicial officer, not have business activities suspended.

I / We further declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is not blacklisted or debarred by any utility / government agency, and not have a conflict of interest.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

(Signature & Seal of Authorized Signatory for which POA attached)Name

of Authorized Signatory:

Designation:

Date:

Place:

K.16. Performance Bank Guarantee Format

(On Non judicial Stamp of worth of Rs.300/-)

Bank Guarantee No. ..... Date.....

Contract No.....
Contract for work of Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS) under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Dear Sir,

We refer to the Letter of Intent ("LOI") <Insert LOI No: .....>, issued on <Insert Date ofIssue of LOI by UGVCL.....> by Uttar Gujarat Vij Company Limited(hereinafter referred to as

"UGVCL"), having its Registered Office at Uttar Gujarat Vij Company Ltd., Regd. & Corporate Office,

Visnagar road, MEHSANA-384001, (Gujarat), to M/s ..... *(Name of SPG)*., having its Principal place of business at .....*(Address of Contractor)* ..... and RegisteredOffice at ..... *(Registered address of Contractor)*..... ("SPG") concerning "Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS) under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-3 on RESCO model, and the LOI having been accepted by the SPG vide <.....*Insert Letter No....*>, resulting in Letter of Award to be issued vide <.....*Insert Work order No....*> *dated* .....

By this letter we, the undersigned, ...*(insert name & address of the issuing bank)* , a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of..... and having its Registered/Head Office at .....*(insert address of registered office of the bank)*..... do hereby irrevocably guarantee payment to UGVCL up to **Rs. _____ (_____ __ rupees only)** until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA) between SPG and UGVCL i.e., upto and inclusive of *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by UGVCL duly authorized officer or the authorized officer of **UGVCL** declaring the SPG to be in default under the Contract and without civil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the SPG to dispute or questionsuch demand.

Our liability under this Letter of Guarantee shall be to pay to UGVCL whichever is the lesserof the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA) between SPG and UGVCL i.e., upto and inclusive of *(dd/mm/yy)* and shall be extended from time to time for such period
(not exceeding one year), as per the terms & conditions of RfS document.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiryor after the aggregate of the sums paid by us to UGVCL shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

All disputes arising under the said Guarantee between the Bank and UGVCL or between the SPG and UGVCL pertaining to the Guarantee shall be subject to the jurisdiction of courts onlyat Mehsana in Gujarat alone.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the SPG, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law shall operate to discharge us fromliability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____
Name_____
Designation_____
POA Number_____
Contact Number(s): Tel._____Mobile_____
Fax Number_____
email _____
Common Seal of the Bank_____

Witness:

*Signature*_____

Name_____
Address_____
Contact Number(s): Tel._____ Mobile_____
email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and shall invariably be witnessed.

3. The Bank Guarantee shall be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuingauthority(ies) of the Bank Guarantee*]:

K17 Price Bid Format

The bidder shall require to quote their tariff in the on-line price bid on n-procure.

ANNEXURE- K18

Draft Power Purchase Agreement (PPA)

----------Seperetly attached----------

ANNEXURE- K19

Communication Architecture between RMS and State Level Server

----------Seperetly attached----------

ANNEXURE- K20

List of Solar Power Plants with detils viz: Name of Substation, Name of feeders, Plant capacity, Energy requirment, EMD against plant, PBG against plant, Requirment of minumum Turn Over, etc.

----------Seperetly attached----------

Annexure-K21

Selection of Solar Power plant out of the List of Solar Power Plants with detils mentioned in the Annexure K20 for which the bidders has participated in the bid. (Preliminary stage- On line)

The bidder shall require to select "Yes" against the name of the Solar power plant(s) in the Annexure-21 (on-line) for which the bidder wants to participate for the bid.

(On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate)

NIT No: /Project/Solar/PM-KUSUM-C-FLS/TN-03

K.18. DRAFTPowerPurchaseAgreement(PPA)

POWERPURCHASEAGREEMENT

for

Procurement of ____ MWp

Solar Power on Long Term basis under

Feeder level Solarization -Component-C of

PM-KUSUM Component-C Scheme for

_____11 KV Feeder(s) of _____66/11 KV Substation,

_____sub-division, _____Division, _____Circle of

Between

<nameofSolarPowerGenerator(SPG)>

and

UTTAR GUJARAT VIJ COMPANYLIMITED

[_____2022]

ThisPower PurchaseAgreement ismadeonthe_____dayof_____of 20at _____.

Between

.....*<nameofSPG>*..... ,selectedasSolarPowerGeneratorforimplementationofSolar Power Project with associated 11kV line under **Pradhan Mantri Kisan Urja Suraksha evemUtthan Mahabhiyan (PM KUSUM) Scheme Component C (feeder level solarization)**, havingregistered office at .....*<Address of SPG>*..... (hereinafter referred to as **"SolarPowerGeneratororSPG"**,whichexpressionshall,unlessrepugnanttothecontextor meaning thereof, be deemed to include its successors and permitted assigns) as a Party of**theFirstPart**;

And

UTTAR GUJARAT VIJ COMPANY LIMITED' a company incorporated under the CompaniesAct1956,havingitsregisteredofficeat,_____(hereinafterreferred to as " " which expression shall, unless repugnant to the context or meaningthereof,bedeemedto includeits successorsandassignees) as aParty of**theSecondPart**;

TheSPGandareindividuallyreferredtoas'Party'andcollectivelyreferredtoas 'Parties'.

WHEREAS:

A. The Ministry of New and Renewable Energy [MNRE] has launched a guidelines forfeeder level solarization under Component C of PM KUSUM Scheme on 04th Dec2020.

B. initiated a selection process for Solar Power Generator (SPG) to set up _____MWp solar power plant through RESCO mode and procurement of power generatedfrom the solar power plant as per the terms and conditions contained in the RfSNo: _____ DT:_____

C. TheSPGhasbeenselectedfortheworkofdesign,survey,supply,installation,testing , commissioning and operation & maintenance of grid connected _____MWpsolar power plant , its associated 11kV line to connect the plant with concernedsubstationandRMSofsolarpowerplantfor Solarization of __ 11kV feeder(s) of 66/11kV _____ substation under _____subdivision, _____Division,_____Circle of .

D. hasissuedtheLetterofAward/Work Order No.....dated ..... infavour of .....*<nameofSPG>*asperthetermsand conditionscontainedin theRfS.

E. The SPG has furnished the Project Security Amount of Rs. _____

(_____ **rupees only)** in the form of Bank Guarantee infavourof, _____.

F. TheSPGhasfulfilledthetermsandconditionsforsigningthisPowerPurchaseAgreement as a definitive agreement for establishing the Solar Power Project of ___**MWp** under Feeder level soalrization –Component-C of PM-KUSUM Scheme for _____feeder(s) of_____66/11kV substation, _____sub-division,_____division,_____circle of_ under _____ district and sale of electricity bytheSPGtoat66/11kV_____substation.

G. Hon'ble GERC vide judgement dated _____ in petition no. _____ has adopted the tariff discovered in the competitive bidding process conducted vide RfS dated _____ wherein the SPG has emerged as a successful bidder.

H. The parties have agreed to execute this Power Purchase Agreement in terms of theRfSandtheLetterofAwardinregardtotheworkofDesign, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant having capacity of 1.125 MW, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of _____ 11kV feeders of associated _____66/11kV substation in under PM-KUSUM scheme – Component C (feeder level solarization) Now therefore, in consideration of the premises and mutual agreements, covenants andconditionssetforthherein,
itisherebyagreedbyandbetweentheParties asfollows:

ARTICLE1:DEFINITIONSANDINTERPRETATION

1.1 Definitions

The terms used in this Agreement, unless as defined below or repugnant to thecontext, shall have the same meaning as assigned to them by the Electricity Act,2003andtherulesorregulationsframedthereunder,includingthoseissued/framed by the Appropriate Commission (as defined hereunder), as amendedor re-enacted fromtimetotime.

"Electricity Act,2003"	shallmeantheElectricityAct,2003andincludeany modifications,amendmentsandsubstitutionfromtimetotime;
"Agreement" or"Power PurchaseAgreement"or	shall mean this Power Purchase Agreement including itsrecitalsandSchedules,amendedormodifiedfromtimetotime inaccordancewiththetermshereof;

"PPA"	
"Appropriate Commission	AppropriateCommissionor"GERC"shallmeanthe GujaratElectricityRegulatoryCommission(GERC)
"Bill DisputeNotice"	shall mean the notice issued by a Party raising a DisputeregardingaMonthlyBilloraSupplementaryBillissuedby theotherParty;
"Base rate of Late Payment Surcharge"	shall mean the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify. Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.
"BusinessDay"	shallmeanwith respecttoSPGandDISCOM,adayother thanSundayorastatutoryholiday,onwhichthebanks remainopenforbusinessintheState;
"Capacity Utilisation Factor"or "CUF"	CUFinaYearshallmeantheratiooftheNet outputenergy injected at delivery pointoftheSPVPower Plant in a Year versus installed Project capacity x365 x 24 (i.e. CUF = Cumulative Project output in kWh /(installedProjectcapacityinkWpx24x365)) The annual CUF will be calculated every year from 1stApril of the year (COD for first year) to 31st March nextyear.
"CFA"	Shall mean the Central finance Assistance to be provided by the Ministry of New and Renewable Energy Government of India under the Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan (PM-KUSUM) scheme as per the Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme issued on date 4-12-2020 with subsequent amendment/s, if any.
"Changein Law"	shallhavethemeaningascribedtheretoinArticle12of thisAgreement;
"Commercial Operation Date(COD)"	shallmeanthedate certified by the DISCOM's committee upon successful commissioning (as perprovisionsofthis Agreement)ofthe project when all equipments as per rated capacity have been installed and energy has flown into the grid.
"CompetentCourt of Law"	shall mean the Supreme Court of India or Gujarat High Court, or any tribunal or any similar judicial or quasi-judicial

	body that has jurisdiction in relation to issues relating to the Project.
"Consents,Clearances andPermits	shall mean all authorizations, licenses, approvals,registrations, permits, waivers, privileges,acknowledgements, agreements, or concessions requiredto be obtained from or provided by any concernedauthorityforthepurpose of settingup ofthegeneration facilitiesand/or supplyof power;
"Consultation Period"	shall mean the period of ninety (90) days or such otherlonger period as the Parties may agree, commencing fromthe date of issuance of a SPGPreliminary Default Noticeor DISCOM Preliminary Default Notice as provided inArticle 13 of this Agreement, for consultation between thePartiestomitigatethe consequenceof therelevantevent havingregardtoallthecircumstances;
"ContractYear"	shall mean the period beginning from the Effective Dateand ending on the immediately succeeding March 31 andthereafter each period of 12 months beginning on April 1andendingon March31providedthat: 1) in the financial year in which the COD occurs, theContract Year shall end on the date immediatelybefore the COD and a new Contract Year shallcommence once again from the COD and end on theimmediately succeeding March 31, andthereaftereach period oftwelve (12)months commencing onApril1andendingon March31,and 2) provided further that the last Contract Year of thisAgreement shallendonthelastdayoftheTermof thisAgreement or on termination of this agreement whichever is earlier.
"Contracted Capacity"	shall mean ____ **MWpAC** contracted with DISCOM for supplybytheSPG toDISCOMattheDeliveryPoint which shall be the maximum injection limit at delivery point in any 15 minute time block during the entire term of the PPA.
"DeliveryPoint"	DeliveryPoint"shallmeanthepointatthevoltagelevelof 11kVofthe66/11kVSub-stationi.e.11kVside of 66/11kV _____ substation under this PPA.Metering shall be done at this interconnection pointwherethepowerisinjectedintothe66/11kV Sub-station. For interconnection with grid and metering, theSPG shall abide by the relevant and applicable regulations,Grid Code notified by the State Commission and CentralElectricity Authority (Installation and Operation of Meters)Regulations, 2006 as amended and revised from time totime, or orders passed thereunder by the AppropriateCommission or CEA. All charges and losses related toTransmissionofpowerfromprojectuptoDeliveryPointshallb eborne bythe SPG without any reimbursement thereof.

"Dispute"	shallmeananydisputeordifferenceofanykindbetweenDISCOM and the SPG, in connection with or arising out ofthis Agreement including but not limited to any issue ontheinterpretation and scope oftheterms ofthis AgreementasprovidedinArticle16ofthisAgreement;
DISCOM	Shall mean the Electricity Distribution Company. The DISCOM in this PPA is .
"DueDate"	Due Date shall mean the thirtieth (30th) day after aMonthly Bill (including all the relevant documents) or aSupplementary Bill is received in hard copy and dulyacknowledged by or, if such day is not a BusinessDay, the immediately succeeding Business Day, by whichdatesuchMonthlyBilloraSupplementaryBillispayable by.
"EffectiveDate"	shallhavethemeaningascribedtheretoinArticle2.1of thisAgreement;
"ElectricityLaws"	snall mean the Electricity Act, 2003 and the rules andregulations made there under from time to time alongwith amendments thereto and replacements thereof andanyotherLawpertainingtoelectricityincluding regulationsframedbytheAppropriateCommission;
"EventofDefault"	shallmeantheeventsasdefinedinArticle13ofthis Agreement;
"ExpiryDate"	Shall mean the date occurring twenty-five (25) years fromthe Commercial Operation Date provided that the supplyof power shall be limited for a period of 25 years from theCOD (unless extended by both the parties on mutualagreement);
"Financing Agreements"	shall mean the agreements pursuant to which the SPG hassought financing for the Power Project including the loanagreements, security documents, for the Power Projectincludingtheloanagreements,securitydocuments,notes,indentures, security agreements, letters of credit andother documents, as may be amended, modified, orreplacedfromtimetotime,butwithoutinanyway increasingtheliabilitiesof ;
"ForceMajeure"or "Force MajeureEvent"	shall have the meaning ascribed thereto in Article 11 ofthisAgreement;

"IndianGovernmentalInstrumentality"	shall mean the Government of India, Governments ofstate of Gujarat and any ministry, department, board,authority, agency, corporation, commission under thedirect or indirect control of Government of India or theabove state Government or both, any political sub-division of any of them including any court or AppropriateCommission or tribunal or judicial or quasi-judicial body inIndia
"Insurances"	shallmeantheinsurancecovertobe obtainedand maintained by the SPG in accordance with Article 8 of thisAgreement;
"Interconnection Facilities"	shall mean the facilities on SPG's side of the Delivery Pointfor scheduling, transmitting and metering the electricaloutput in accordance with this Agreement and which shallinclude,withoutlimitation,allothertransmissionlinesand associated equipment, transformers, relay andswitching equipment and protective devices, safetyequipment and RTU, Data Transfer and Acquisitionfacilities for transmitting data subject to Article 7, theMeteringSystemrequiredfor supplyofpowerasperthe termsofthisAgreement;
"Invoice"or"Bill"	shall mean either a Monthly Bill / Supplementary Bill or aMonthly Invoice/ Supplementary Invoice raised by any ofthe Parties;
"JointMeter Reading"or "JMR":	Shall mean the monthly joint meter reading statementwhichshallbejointlysigned bySPGand representative
"LatePayment Surcharge"	shallhavethemeaningascribedtheretoinArticle10. 1.7 ofthisAgreement;
Law"	shall mean in relation to this Agreement, all laws includingElectricity Laws in force in India and any statute,ordinance, regulation, notification or code, rule, or anyinterpretation of any of them by an Indian GovernmentalInstrumentality and having force of law and shall furtherinclude without limitation all applicable rules, regulations,orders, notifications by an Indian GovernmentalInstrumentality pursuanttoorunder anyof them andshallincludewithoutlimitationallrules,regulations, decisionsandordersoftheGERC;
"LetterofCredit" or"LC"	shallhavethemeaningascribedthereto inArticle10.1.10of thisAgreement;
"LetterofAward" or "LoA"	shallmeanworkorderissuedbytotheSPGforthe project;
MNRE"	shallmeantheMinistryofNewandRenewableEnergy, GovernmentofIndia;

"Month"	shall mean a period of thirty (30) days from (andexcluding)thedateoftheevent,where applicable, elsea calendarmonth;
"Party" and"Parties "	shall have the meaning ascribed thereto in the recital tothisAgreement;
"PaymentSecurity Mechanism"	shallhavethemeaningascribedtheretoinArticle10.1.10of thisAgreement
"PM-KUSUSM "	Pradhan Mantri Urja Suraksha evam Utthaan Mahabhiyaan-A scheme notified by the Ministry of New and Renewable Energy Government of India with Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme issued on date 4-12-2020.
"Power Project" or"Project"	shall mean the Solar Power generation facility ofContracted Capacity having a separate control system,metering and separate points of injection into the grid atDelivery point. The Project shallinclude all units and auxiliaries such as water supply,treatment or storage facilities, bay(s) for transmissionsystem in the switchyard, dedicated electrical line upto the Delivery Point and all the other assets,buildings/structures, equipment, plant and machinery,facilities and related assets required for the efficient andeconomic operation of the power generation facility,whether completed or at any stage of development andronstructionorintendedtobedevelopedandconstructedforthepurposeofsupplyofpowerasperthis Agreement;.
"Preliminary DefaultNotice"	shallhavethemeaningascribedtheretoinArticle13of thisAgreement;
"ProjectCapacity"	shallmeanthe**maximumAC** capacityoftheProjectat the point of injection for which the Power PurchaseAgreementhasbeensigned.
"Prudent UtilityPractices "	shall mean the practices, methods and standards that aregenerally accepted internationally from time to time byelectric utilities for the purpose of ensuring the safe,efficient and economic design, construction,commissioning, operation and maintenance of powergeneration equipment and which practices, methods andstandards shall be adiusted as necessary to take accountof: a. operation and maintenance guidelines recommendedby the manufacturers of the plant and equipment tobe incorporatedin thePowerProject b. therequirementsofIndianLaw;andthephysical conditionsatthesite ofthePowerProject

"Rebate"	shallhave thesame meaningasascribedtheretoin Article 10.1.9ofthisAgreement;
"RESCO"	shall mean Renewable Energy Service Company i.e. anenergy service company that develops, installs, finances,operatesandownsthesolarpowerprojectand suppliespowergeneratedfromtheProjecttothe.
"Rupees","Rs.",	shallmeanIndianrupees,thelawfulcurrencyofIndia;
"ScheduledCommissioningDate"or"SCD"of theProject	Shall mean date that is nine (9) Months from the Date ofexecution of this PPA between _
"Tariff"	Shallhavethesamemeaning asprovidedfor inArticle9 ofthisAgreement;
"TariffPayment"	shall mean the payments to be made under Monthly BillsasreferredtoinArticle10andtherelevant SupplementaryBills;
"Termination Notice"	shallmeanthenoticegivenbyeitherPartiesfor termination of this Agreement in accordance with Article13 ofthisAgreement;
"Term of Agreement"	shallhavethemeaningascribedtheretoinArticle2 ofthis Agreement;

1.2 *INTERPRETATION*

Savewherethe contraryisindicated,anyreference inthisAgreementto:

i) *"Agreement"*shallbeconstruedasincludingareferencetoitsSchedules, Appendices

ii) An*"Article",a"Recital",a"Schedule"anda"paragraphiclause"*shallbeconstruedasareferencetoanArticle,aRecital,aScheduleandaparagraph/clauserespectively ofthisAgreement;

iii) A *"crore"* means a reference to ten million (10,000,000) and a *"lakh"* means areferencetoonetenthofa million(1,00,000).

iv) An *"encumbrance"* shall be construed as a reference to a mortgage, charge,pledge, lien or other encumbrance securing any obligation of any person or anyothertypeofpreferentialarrangement(including,withoutlimitation,titletransfer andretention arrangements)havingasimilareffect;

v) *"Indebtedness"* shall be construed so as to include any obligation (whetherincurredasprincipalorsurety)forthepaymentorrepaymentofmoney,whether presentorfuture,actual orcontingent;

vi) A *"person"* shall be construed as a reference to any person, firm, company,corporation,society,trust,government,stateoragencyofastateoranyassociation or partnership (whether or not having separate legal personality) oftwo ormore of the above and apersonshall be construedas including areference to its successors,permitted

transfereesandpermittedassigns inaccordancewiththeirrespective interests;

vii) *"Rupee", "Rupees" and "Rs."* shall denote Indian Rupees, the lawful currency ofIndia;

viii) The *"winding-up", "dissolution", "insolvency", or "reorganization"* of a companyor corporation shall be construed so as to include any equivalent or analogousproceedingsundertheLawofthejurisdictioninwhichsuchcompanyorcorporationisincorporatedoranyjurisdictioninwhichsuchcompanyorcorporation carries on business including the seeking of liquidation, winding-up,reorganization,dissolution,arrangement,protectionorreliefofdebtors;

ix) Wordsimportingthesingularshallincludethepluralandviceversa;

x) This Agreement itself or any other agreement or document shall be construedas a reference to this or to such other agreement or document as it may havebeen, or may from time to time be, amended, varied, novated, replaced orsupplemented;

xi) A Law shall be construed as a reference to such Law including its amendmentsor re-enactmentsfromtimetotime;

xii) A time of day shall, save as otherwise provided in any agreement or documentbe construed as areferencetoIndianStandardTime;

xiii) Different parts of this Agreement are to be taken as mutually explanatory andsupplementary to each other andif there is any inconsistency between oramong the parts of this Agreement, they shall be interpreted in a harmoniousmannersoas togiveeffecttoeachpart;

xiv) The tables of contents and any headings or sub-headings in this Agreementhavebeeninsertedforeaseofreferenceonlyandshallnotaffecttheinterpretationofthis Agreement.

xv) The words *"hereof" or "herein"*, if and when used in this Agreement shall meanareferencetothis Agreement.

xvi) The terms *"including" or "including without limitation"* shall mean that any listof examples following such term shall in no way restrict or limit the generalityofthewordorprovisionin respectofwhich suchexamples are provided.

ARTICLE2:TERMOFAGREEMENT

2.1 EffectiveDate

2.1.1 ThisAgreementshallcomeintoeffectfromthedateofitsexecutionbyalltheparties andsuchdateshall bereferredtoastheEffectiveDate.

2.2 TermofAgreement

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for

atermfromtheEffectiveDateuntiltheExpiryDate.ThisAgreementmaybeextended for a further period at least one hundred eighty (180) days prior to theExpiryDate,on mutuallyagreedtermsandconditions.

2.2.2 The SPG is free to operate their plants beyond the Expiry Date if other conditionslikelandlease/RighttoUseofLand(asapplicable),permits,approvalsandclearancesetc.allow.Insuchcaseunlessotherwiseagreedby,shallnotbeobligatedtoprocurepowerbeyondtheExpiry Date.

2.3 EarlyTermination

2.3.1 ThisAgreementshallterminatebeforetheExpiryDateifeitherorSPGterminatestheAgreement,pursuanttoArticle13ofthis Agreement.

2.4 Survival

2.4.1 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 toreceive penalty as per the terms of this Agreement, nor shall it affect the survival ofany continuing obligations for which this Agreement provides, either expressly or bynecessary implication, which are to survive after the Expiry Date or terminationincluding those under Article 11 (Force Majeure), Article 13 (Events of Default andTermination), Article 14 (Liability and Indemnification), Article 16 (Governing Lawand Dispute Resolution), Article 17 (Miscellaneous Provisions), and other ArticlesandSchedulesofthisAgreementwhichexpresslyorbytheirnaturesurvivetheTerm or termination of this Agreement shall continue and survive any expiry orterminationof thisAgreement.

2.5 PerformanceBankGuarantee(PBG)

2.5.1. ThePerformanceBankGuaranteefurnishedunderthisAgreementshallbeforguaranteeingthesuccessfulcommissioningofthe Project forpoweruptotheContractedCapacitywithinthe timespecified inthisAgreement.

2.5.2. The failure on the part of the SPG to furnish and maintain the Performance BankGuarantee shall be a material breach of the term of this Agreement on the part oftheSPG.

2.5.3. The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60)days) beyond the 9 months from the date of signing of Power Purchase Agreement(PPA).

2.5.4. The PBG will be returned to the SPG after successful commissioning ofSolarpowerplant,aftertakingintoaccountanypenaltiesduetodelayincommissioningas pertermsandconditionsofRfS.

2.5.5. **CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DISCOM on successful operation and performance of solar plant for two**

months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA, as per MNRE's sanction for the CFA, subject to release of the same by MNRE-GoI

2.5.6. On

ARTICLE3:CONDITIONSSUBSEQUENT

3.1 The SPG agrees and undertakes to secure Project Financing Arrangements for itsProject and should provide necessary documents to in this regard within sixMonthsfromtheDate ofissueofWorkorderbyfortheproject.

3.2 The SPG shall identify the project land preferably within the distance of Five KM radius of the respective 66/11 KV Sub-station, get ownership of land or its lease rights and make necessary arrangement including ROW, clearances etc for the electrical line between 66/11 KVsub-station and the solar power plant. The SPG shall submit the final land documents within the period of 4 months after the date of signing of PPA or such other period as may be extended by DISCOM under Force Majeure provisions of Article 11 for the entire required land duly registered by appropriate revenue authority.

ARTICLE4:CONSTRUCTION&DEVELOPMENTOFTHEPROJECT

4.1 SPG'sObligations

4.1.1 TheSPGundertakestoberesponsible,at SPG'sowncostandrisk,for:

a) The SPG shall be solely responsible and make arrangements for infrastructurefor development of the Project and for Connectivity with the 66/11 kV sub-stationforconfirmingtheevacuationofpowerbytheScheduledCommissioning date or COD, whichever is earlier, and all clearances relatedthereto;

b) obtaining all Consents, Clearances and Permits as required and maintaining alldocuments.

c) Designing, constructing, erecting, commissioning, completing and testing thePower Project including then RMS in accordance with the applicable Law, the Grid Code, the termsand conditionsofthisAgreement andPrudentUtility Practices.

d) the commencement of supply of power up to the Contracted Capacity to nolaterthantheScheduledCommissioningDateandcontinuanceofthesupplyofpowerthroughoutthetermoftheAgreement at the agreed CUF;

e) Connecting the Power Project switchyard with the Interconnection Facilities atthe Delivery Point. The SPG shall make adequate arrangements to connect thePowerProject switchyard withthe Interconnection Facilities atInterconnection / Metering / Delivery Point. SPG will be responsible for laying of dedicated 11KV line from Solar Power Plant to sub-station, construction of bay and relatedswitchgear & metering equipment at sub-station where the plant is connectedtothegridandmeteringis done. SPG will be

responsible to set up Remote Metering Systems as per Article 7.2 of this agreement

f) owning the Power Project throughout the Term of Agreement free and clear ofencumbrances,exceptthoseexpresslypermittedunder Article15;

g) fulfillingallobligationsundertakenbythe SPGunderthisAgreement.

h) TheSPGshallberesponsiblefordirectlycoordinatinganddealingwith, SLDC and GETCOandotherauthoritiesinallrespectsinregardtodeclarationofavailability,schedulinganddispatchofPoweranddueCompliancewithdeviationandsettlementmechanismandtheapplicableGridcode/StateRegulations.

i) TheSPGshallberequiredtofollowtheapplicablerulesregardingprojectregistration with the State Nodal Agency GEDA in line with the provisions ofthe applicable policies/regulations of the State of Gujarat. It shall be theresponsibilityoftheSPGtoremainupdatedabouttheapplicablechargespayableto _, SLDC, GETCO, GEDA or any other authority undertherespectiverules, regulations, policies, framework.

j) The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having Domestically manufactured Cell&PV Module. (Requirements for Compulsory Registration) Order, 2019 as amended from time to time

k) All the mandatory standards issued by MNRE and / or BIS regarding project equipments and material shall be followed.

l) The SPG shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it. All expenses including wheeling / transmission charges and losses, UI / DSM Charges applicable as per GERC / CERC Regulations, upto Delivery Point shall be paid by the SPG without any reimbursement by .

m) To procure start up power required for the plant from .

n) The SPG shall ensure that he shall not sell power to any other buyer except the under the agreement of this tender during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken again the SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to .

For the recovery of the proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If

any event of sell of power is found at a particular time, the amount to be recovered from the SPG shall be the remaining period of PPA after the event date multiply by per year CFA.

The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project by MNRE.

4.2 PurchaseandsaleofContractedCapacity

4.2.1 SubjecttothetermsandconditionsofthisAgreement,theSPGundertakestosellto and undertakes to pay Tariff for all theenergysuppliedattheDeliveryPointcorrespondingto theContractedCapacity.

4.3 RighttoContractedCapacity&Energy

4.3.1 , in any Contract Year shall not be obliged to purchase any additional energyfrom the SPG beyond the contract capacity. If for any Contract Year except for thefirst year of operation, it is found that theSPG has not been able to generate and supply minimum energy of _____**KWH (Units) (corresponding to 19% minimum CUF) for _____Feeder level Solar plant** during the term of the agreement, on account of reasons solely attributable to theSPG,thenon-compliancebySPGshallmaketheSPGliabletopaythecompensation. shall not be obliged to purchase energy in excess of maximum CUF of 30% during any contract year. If _ decides to purchase the excess energy beyond CUF of 30%, the payments for such excess energy shall be made at 75% of the PPA tariff. For the first year of operation, the above limits shall be consideredon pro-rata basis. The lower limit will, however be relaxable by to the extentofgridnon-availability for evacuation whichis beyond the controloftheSPG.

4.3.2 This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty would ensure that the is offset for ail potential costs associated with low generation and supply of power under the PPA. **The compensation payable to by the SPG shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff.** This compensation shall not be applicable in events of Force Majeure identified under PPA.

4.3.3 At any point of time block, the peak of capacity shall not reach higher than

the contracted capacity at the point where power is injected in the grid. The SPG shall forego the excess generation and reduce the output to the contract capacity and shall be required to pay the penalty/charges in case of failure to do so. The SPG shall install adequate protection equipment at the interconnection point to avoid excess energy feeding into the grid and failure to do so shall entitle DISCOM to not pay for the additional energy over and above the contracted capacity.

4.4 ExtensionsofTime

4.4.1 IntheeventthattheSPGispreventedfromperformingitsobligationsunderArticle 4.1bythe ScheduledCommissioningDatedueto:

(a) anyDISCOMEventofDefault;or

(b) ForceMajeureEventsaffecting,or

(c) ForceMajeureEventsaffectingtheSPG,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject toArticle 4.4.4, for a reasonable period but not less than 'day for day' basis, to permitthe SPG or DISCOM through the use of due diligence, to overcome the effects of theForce Majeure Events affecting the SPG or , or till such time suchEventofDefaultisrectified by .

4.4.2 If the Parties have not agreed, within thirty (30) days after the affected Party'sperformance has ceased to be affected by the relevant circumstance, on the timeperiod by which the Scheduled Commissioning Date or the Expiry Date should bedeferred, any Party may raise the Dispute to be resolved in accordance with Article16

4.4.3 As a result of such extension, the newly determined Scheduled Commissioning DateandnewlydeterminedExpiryDateshallbedeemedtobetheScheduledCommissioningDate andtheExpiryDateforthepurposesofthisAgreement.

4.4.4 NotwithstandinganythingtothecontrarycontainedinthisAgreement,anyextensionoftheScheduledCommissioningDatearisingduetoanyreasonenvisaged in this Agreement shall not be allowed beyond the date pursuant toArticle4.5.2.

4.4.5 Delayincommissioningoftheprojectbeyondthescheduledcommissioningdatefor reasons other than those specified in Article 4.4.1 shall be an event of default onpartoftheSPG andshallbesubjecttotheconsequencesspecifiedintheArticle4.5.

4.5 LiquidatedDamagesnotamountingtopenaltyfordelayinCommissioning

4.5.1 If the SPG is unable to commission the Project by the Scheduled Commissioning Dateother than for the reasons specified in Article 4.4.1, the SPG shall pay to ,damages for the delay in such commissioning and making the Contracted CapacityavailablefordispatchbytheScheduled

CommissioningDate asperfollowing:

4.5.2 In case any SPG fails to achieve this milestone, shall encash the PerformanceBankGuarantee(PBG)as liquidateddamages(LD)inthefollowing manner:

Delayuptotwomonths:LDequaltothePBGonperdaybasis.Theno.ofdaysin "month"forthe LD calculationshallbeconsidered as30.

Incasethecommissioningofthesolarpowerplantisdelayedovertwomonths:Thec omplete PBGamountshallbe encashedand DISCOM shall have right to terminate the PPA. The decision of MNRE regarding release of CFA shall be binding and to the account of SPG.

In case of delays of plant commissioning due to the reasons beyondthe control ofthe SPG, Procurer / after having been satisfied with documentary evidencesproduced by the SPG for the purpose, can extend the time for commissioning datewithout any financialimplicationsonthe SPG.

4.5.3The SPG further acknowledge that the amount of the liquidated damages fixed isgenuineandreasonablepre-estimateofthedamagesthatmaybesufferedbyDISCOM.

4.6 System Specifications and Quality Control

4.6.1 All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules.

4.6.2 Erection of 11 KV Line network shall be confirming to relevant standards .

4.7 ThirdPartyVerification

4.7.1 The SPG shall be further required to provide entry to the site of the Power Projectfree of all encumbrances at all times during the Term of the Agreement to andathirdPartynominatedby or anyIndianGovernmentalinstrumentalityforinspection and verification of the works being carried out by the SPG at the site ofthePowerProject.

4.7.2 The third party may verify the construction works/operation of the Power Projectbeing carried out by the SPG and if it is found that the construction works/operationofthePowerProjectisnotasperthePrudentUtilityPractices,itm ayseekclarifications from SPG or require the works to be stopped or to comply with theinstructionsofsuchthirdparty.

4.8 BreachofObligations

4.8.1 The Parties herein agree that during the subsistence of this Agreement, subject to being in compliance of its obligations & undertakings under this Agreement, the SPG would have no right to negotiate or enter into any

dialogue with any third party for the sale of Contracted Capacity of power which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.9 GenerationcompensationforOff-takeconstraints

4.9.1 Generation Compensation in offtake constraints due to Grid Unavailability: Duringthe operation of the plant, shall endeavor to ensure 95% of grid availability inacontractyear,however,therecanbesomeperiodswheretheProjectcangener ate power but due to temporary transmission unavailability, the power is notevacuated, for reasons not attributable to the SPG. In such cases, subject to thesubmissionofdocumentaryevidencesfromthecompetentauthority,thegene ration compensation shall be restricted to the following and there shall be noother claim,directly orindirectly against :

DurationofGridunavailability	***Provision*forGenerationCompensation**
Grid unavailability in excess of5% in a contract year as definedin the PPA(only period from 8am to6pmtobecounted):	***GenerationLoss=[(AverageGenerationperhour during the Contract Year) × (number of hours ofgrid unavailability during the Contract Year)]***Where, Average Generation per hour during theContract Year (kWh) = Total generation in theContract Year (kWh) ÷ Total hours of generation intheContractYear.

The excess generation beyond 17% CUF by the SPG equal to this generation loss shall be procured by at the PPA tariff so as to offset this loss in the succeeding 3 (three) ContractYears.

4.9.2 OfftakeconstraintsduetoBackdown:TheSPGandshallfollowtheforecastingand scheduling processas per the regulations inthisregard by theAppropriate Commission. In the eventuality of backdown, subject to the submissionof documentary evidences from the competent authority, the SPG shall be eligiblefor a minimum generation compensation, from , restricted to the followingandthere shall benoother claim,directlyorindirectlyagainst.

DurationofBackdown	***Provision*forGenerationCompensation**

Hours of Backdownduring a monthlybillingcycle .	***Mininum Generation Compensation = 100% of[(Average Generation per hour during the month) X(number of backdown hours during the month)] XPPA tariff*** Where, Average Generation per hour during themonth (kWh) = Total generation in the month (kWh) ÷Totalhoursofgenerationinthemonth

The SPG shall not be eligible for any compensation in case the Backdown is onaccount of events like consideration of grid security or safety of any equipment orpersonnel or other such conditions. The Generation Compensation shall be paid aspartoftheenergybillforthesuccessive monthafter JMR.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIALOPERATION

5.1 Synchronization,CommissioningandCommercialOperation

5.1.1 The SPG shall give at least thirty (30) days' advanced preliminary writtennotice and at least fifteen (15) days' advanced final written notice, of the date onwhichitintendsto synchronizetheSolarPowerProjecttothe Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPG to theGrid System when it meets all the connection conditions prescribed in applicableGrid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3 Thesynchronizationequipmentandallnecessaryarrangements/equipmentincl uding RTU for scheduling of power generated from the Project and transmissionof data to the concerned authority as per applicable regulation shall be installed bythe SPG at its generation facility of the Power Project at its own cost. The SPG shallsynchronizeitssystemwiththeGridSystemonlyaftertheapprovalofsynchro nization scheme is granted by the head of the concerned substation/ andchecking/verificationismadebytheconcernedauthoritiesofthe.

5.1.4 The SPG shall immediately after each synchronization/tripping of generator, informthesub-stationoftheGridSystemtowhichthePowerProjectiselectricallyconnected in accordance with applicable Grid Code. In addition, the SPG will injectin-firm power to grid from time to time to carry out operational/ functional test prior tocommercial operation. For avoidance of doubt, it is clarified that Synchronization

/ConnectivityoftheProjectwiththegridshallnottobeconsideredasCommissioni ngoftheProject.

5.1.5 The SPG shall commission the Project within nine (9) Months from the Date ofexecution of this PPA. Declaration of COD shall be certified by the commissioningcommittee.

5.1.6 ThePartiesagreethatforthepurposeofcommencementofthesupplyofelectricity bySPGto,liquidateddamagesfordelayetc.,theScheduledCommissioningDate asdefined inthisAgreementshallbethe relevant date.

ARTICLE6:DISPATCHANDSCHEDULING

6.1 DispatchandScheduling

6.1.1 The SPG shall be required to schedule its power as per the applicable regulations ofGERC /SLDC or any other competent agency and same being recognized by the SLDCoranyothercompetentauthority/agencyasperapplicableregulation/law/d irectionandmaintaincompliancetotheapplicableCodes/GridCoderequirement s and directions, if any, as specified by concerned SLDC from time totime.AnydeviationfromtheSchedulewillattracttheprovisionsofapplicablereg ulation / guidelines / directions and any financial implication on account of thisshallbeontheaccountofthe SPG.

6.1.2 The SPG shall be responsible for directly coordinating and dealing with the ,StateLoadDispatchCenters,andotherauthoritiesinallrespectsinregardtodeclar ation of availability, scheduling and dispatch of Power and due compliancewithdeviationandsettlementmechanismandtheapplicableGridcod eRegulations.

6.1.3 The SPG shall be responsible for any deviction from scheduling and for any resultantliabilitiesonaccountofchargesfordeviationasperapplicableregulation s.UI/DSM charges onthis accountshall bedirectlypaidbytheSPG.

6.1.4 Auxiliary power consumption will be treated as per the orders of GERC or concernedGERCregulations.The charges for net import of energy by the solar power plant from the grid shall be billed at HTP-III tariff by . The SPG shall not undertake any other commercial activity within the project premises except generation of Solar Power under this contract.

ARTICLE7:METERING

7.1 Meters

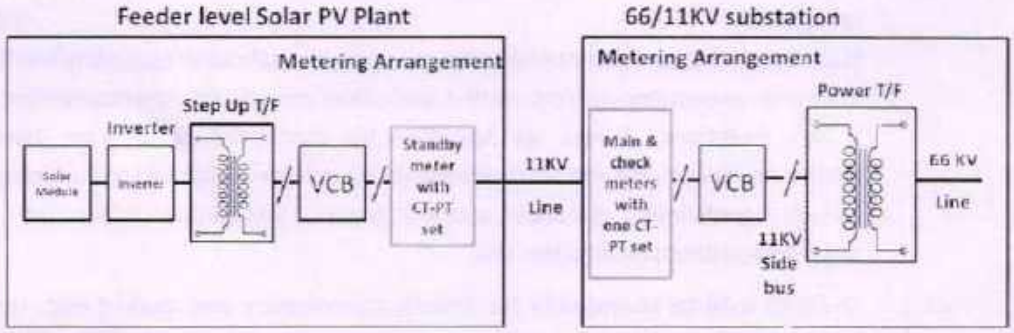
7.1.1 Metering and grid connectivity of the projects would be the responsibility of theSPG in accordance with the prevailing guidelines of , SLDC, GETCO and /

or CEA. and may facilitate in the process; however, the entire responsibility lies only withtheSPG.The cost ofrequiredmetersshallbeborneby the SPG.

7.1.2 Meters and metering equipment shall be tested as per provision of GERC and as perIS14697atCPRIoratanyNABLaccredited/distributionlicenseelabbeforeinstallation at site on the cost of SPG and should be properly sealed in the presenceofdesignated authorityfromatthetime ofinstallation.

7.1.3 The accuracy class, current rating and certifications of the metering system shallconfirm with relevant CERC/ GERC Regulations, Grid Code and Central ElectricityAuthority (Installation and Operation of Meters) Regulations, 2006 as amended andrevisedfromtimeto time.

7.1.4 SPG to install 3 ABT meters (main, check and standby) with RMS connectivity AND 2CT-PTsets(oneformain&checkmeterandanotherforstandbymeter)atsubstation end of the 33kV line. An indicative layout of metering arrangement isgiven below:



7.1.5 Installationandtimelyreplacementofmeters(main,checkandstandby)asrequired to directly measure energy supplied by the Solar Power Plant shall be theresponsibilityofselected bidder.

7.1.6 **SPG shall also be responsible for installation of IoT Devices-RMS Set for Remote Monitoring system connectivity of Inverters, String combiner box, Energy Meters at Solar plant and Substation.**

7.1.7 The cost of all required meters (main, check, standby meter at substation end alongwithconsumermeters)andassociatedCT-PT setsshallbe borne bytheSPG.

7.2 RemoteMonitoringSystem(RMS)

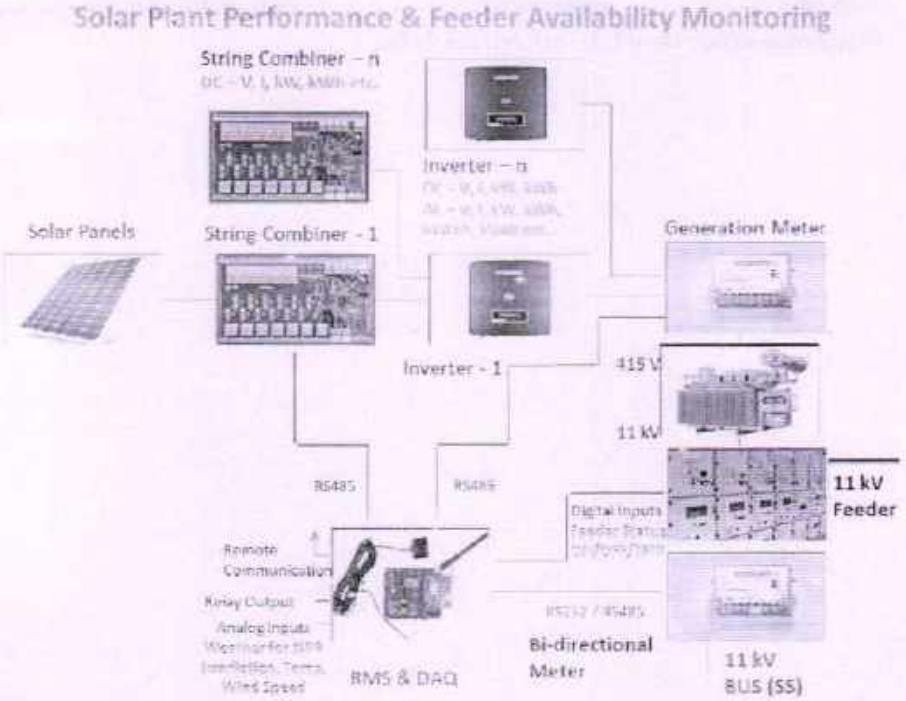
7.2.1 As per the MNRE guidelines for feeder level solarization under Component C of KUSUM scheme, it is mandatory for Discoms to monitor solar power generation and performance of the solar power plant through online system. The online data will be integrated with central monitoring portal of MNRE which will extract data from the State portals for monitoring of the scheme.

7.2.2 In line with MNRE model guidelines for State Level SEDM Software Developmentissued in July 2020, Gujarat Discoms are in the process of development of StateLevel Solar Energy Data Management (SEDM) platform to integrate & monitor theperformance of all systems installed under Component A, B & C (individual as well asfeeder levelsolarization)of PM-KUSUM scheme.

7.2.3 Also,as per theSpecifications for Remote Monitoring System for ComponentA & Cof the scheme, issued by MNRE on 15 Jul 2020, the SPG under this RfS shall berequired to install required remote monitoring systems for solar power plant to integrate with State SEDM platform directlywhich in turn will have interface with National Level Solar Energy Data ManagementPlatformof MNRE.

7.2.4 As part of National and State SEDM platform, various modules will be provided suchas Scheme Progress Management, Asset Management, LiveAsset Monitoring, Performance Analysis, Complaint and Ticket Management, DeviceIntegration/SCADAPlatform,Alarm/Events/Notification,MeterDataAcquisition(MDAS) /Meter Data Management (MDM), Archiving and Historian, Report Manager, SIA officer and EPC, Enterprise level user and rolemanagement.

7.2.5 MNRE and Discoms will develop and host the of National and State Level SEDMplatform which is excluded from the scope of the SPG but SPG needs to operate anddovariousdataentries for the portal for assetmanagement and



RMS.

7.2.6 AsshowninabovediagramSPGneedstoprovidearemotemonitoringsystemfor:

(a) **SolarPower Plant Remote Monitoring system**: To capture electrical parametersfrommultipledevicessuchasABTMeter,GenerationMeter,Inverters, StringCombinerboxesorStringinverters.Remotemonitoringsystemwillcapturei mportant Electrical and Status parameters such as AC/DC voltage, control, power,energyaswellasmonitoringofBreakeretcandwilltransmitdatatoStateLev elSolar Energy data management (SEDM) platform. It shall be also possible to controlInverterActiveandReactivepower.

(b) **CommunicationConnectivity**forSolarPlantRMSandSmartMeter:

i. Field Device Connectivity: RMS will connect to Inverter, String combiner boxes orstring inverters using RS485 MODBUS communication protocol as well as metersusingRS232DLMSprotocol.Bothprotocolsarewidelyusedbyequipme ntmanufacturers.

ii. RemoteConnectivity:RMSwillconnecttoStateLevelSEDMServerusing2G/3G /4Gor anyother suitablecellularcommunication.

iii. LocalConnectivity:Ethernet/Bluetooth/Wi-Ficonnectivitytoconfigureparameter, notifications, communication intervals, set points, operation modeconfiguration ortodownload locallystored data.

7.2.7 It is the responsibility of SPG to provide SIM card, recurring communication chargesand maintain communication connectivity of more than 96% and data availability of99% for the 25 years (unless extended by both the parties on mutual agreement) ofoperation&maintenance ofsolarpowerplantanditsassociated11kV line.

ARTICLE8:INSURANCES

8.1 *Insurance*

8.1.1 TheSPGshall effectandmaintainor causeto beeffected andmaintained, at its own cost and expense, throughout the Term of PPA, Insurances against theft, damage, fire and damage or loss due to natural calamities, Cyclones, earthquake, flood, riots, etc.consistent **with Prudent Utility Practice** and all such risks tokeep the Project in good condition and shall take Industrial All Risk insurance policycovering risks against any loss or damage, with such deductibles and with suchendorsementsandco-insured(s),whichthePrudentUtilityPracticeswouldordinarily merit maintenance of and as required under the Financing Agreements,andundertheapplicablelaws.

8.2 *ApplicationofInsuranceProceeds*

8.2.1 In case of the Project not being implemented through Financing Agreement(s), saveas expressly provided in this Agreement or the Insurances, the proceeds of anyinsurance claim made due to loss or damage to the Power Project or any part of thePower Project shall be first applied to reinstatement, replacement or renewal ofsuch lossordamage.

IncaseoftheProjectbeingfinancedthroughFinancingAgreement(s),saveasexpresslyprovidedinthisAgreementortheInsurances,theproceedsofanyinsurance claim made due to loss or damage to the Power Project or any part of thePowerProjectshallbeappliedaspersuchFinancing Agreements.

8.2.2 If a Force Majeure Event under the insurance contract renders the Power Project no longer economically andtechnically viable and the insurers under the Insurances make payment on a "totalloss" or equivalent basis, shall have claim on such proceeds of such Insurancelimitedtooutstandingduesofagainst SPG.

8.3 *Effecton liabilityofDISCOM*

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, anyloss, damage, liability, payment, obligation or expense which is insured or not or forwhich the SPG can claim compensation, under any Insurance shall not be charged toor payable by . It is for the SPG to ensure that appropriate insurance coverageistakenforpaymentbytheinsurerfortheentirelossandthereisnounderinsurance orshortadjustmentetc.

ARTICLE9:APPLICABLETARIFF

9.1 TheSPGshallbeentitledtoreceivetheTariffof ..... perkWh,fixedfor theentiretermof25years(unlessextendedbyboththeparties onmutualagreement), with effect from the COD, for the power sold to asreflectedinthe State Energy Accounts published by SLDC Guajrat.

ARTICLE10:BILLINGAND PAYMENT

10.1.1 EnergymeasurementforMonthlybilling

a) The SPG shall raise the invoice after issuance of State Energy Account by SLDC each month and submit the relevant extracts thereof along with the monthly invoice.

b) Subsequently, the SPG shall furnish the joint meter reading report (JMR)/Energy Account, duly verified by its authorized representative and concerned Executive Engineer, along with downloaded CMRI data (of all three meters) of 15 minutes time block to The Chief Engineer SLDC, Vadodara, through courier and/or e-mail along with the Monthly Bill (final energy net of import and export, multiplied by the Rs. per kWh tariff as per PPA and reactive power charges compensation) on the same day (i.e. 1st day of the month).

c) Subsequently,theSPGshallfurnishthejointmeterreadingreport(JMR)/EnergyAccount,dulyverifiedbyitsauthorizedrepresentativeandconcernedExecutive Engineer(O&M) Division,alongwithJownloadedCMRIdata(ofallthreemeters)toThe Chief Engineer(Proj),throughcourierand/ore-mailalongwiththeMonthlyBill(finalenergynetofimportandexport, multiplied by the Rs. per kWh tariff as per PPA and reactive powerchargesor any other chargescompensation) on the same day (i.e. 1st day ofthemonth).

d) Providedthat:

i. if the date of commencement or supply of power falls during the periodbetween the first (1st) day and up to and including the fifteenth (15th) dayof a Month, the first Monthly Bill shall be issued for the period until thelast dayofsuchMonth,or

ii. if the date of commencement of supply of power falls after the fifteenth(15th) day of a Month, the first Monthly Bill shall be issued for the periodcommencing from the Delivery Date until the last day of the immediatelyfollowingMonth.

e) Provided further that if a Monthly Bill is received on or before the second (2nd)day of a Month, it shall be deemed to have been received on the second (2nd)Business DayofsuchMonth.

f) Provided further that if a Monthly Bill for the immediately preceding Month isissued after 1st day of the next Month, the Due Date for payment of suchMonthlyBill shallbeextendedaccordingly.

g) The monthly bills shall be raised by SPG only after issuance of State Energy Account by SLDC.

10.1.2 *InspectionandTestingofMeters*

a) and SPG shall jointly inspect and if necessary, recalibrate the meteringsystem on a regular basis but in any event, at least once every year or at ashorter intervalattherequest ofany ofthe twoparties.

b) Each Meter comprising the metering system shall be sealed by , and shallbe opened,testedorcalibratedinthepresenceofboth theparties.

10.1.3 *InaccuracyofMeters*

a) In case the difference between the energy recorded in the main meter and thecheck meter for any calendar month is within 0.5%, the energy recorded in themain metershallbetakenasfinal.

b) However,ifthevariationexceeds±0.5%,followingstepsshallbetaken:

i. Both interface meters (Main as well Check) and metering system shall betested andchecked.

ii. Re-Calibration of both meters at site with reference standard meter ofaccuraryclasshigherthan themeterundertest,ifnoissuesfound instep (a) above.

iii. On carrying out the re-calibration of the main meter, if it is discoveredthat either the percentage of inaccuracy exceeds ±0.5% or that the mainmeterisnotworking,thefollowingprocedureinorderofpriority,which everisfeasible,forarrivingatthecomputationofquantityofenergy during the period between the last calibration and the present,shallbefollowed:

- Onthebasisenergyrecordedinthecheckmeterifinstalledandfunctioned accurately;or
- By correcting the error, if the percentage of error is ascertainable fromcalibration,testsormathematical calculation

iv. Thecorrectiontothequantityofenergyinjectedshallapplytothefollowingpe riods(hereinafterreferredtoasthe"CorrectionPeriod"):

- To any period of time during which the main meter was known to bemalfunctioningortowhichtheparties mutually agree;
- If the period during which the main meter was malfunctioning is notknown or is not agreed to between the parties, the correction shall beapplicable for a period equal to half the time elapsed since the date ofthe preceding calibration test, provided that under no circumstanceshall theCorrectionPeriodexceedonemonth.

v. Ifthedifferenceexistsevenaftersuchcheckingortesting,thenthedefective meter(s) shallbereplacedwithatestedmeter.

vi. In case of conspicuous failures like burning of meter and erratic display ofmetered parameters and when the error found in testing of meter isbeyond the permissible limit of error provided in the relevant standard,themetershallbeimmediatelyreplacedwithatested meter.

vii. IncasewhereboththeMainmeterandCheckmeterfail,energyrecorded in the Standby meter shall be considered as final and at leastoneofthemetersshallbeimmediatelyreplacedbyatested meter.

10.1.4 General

a) From the Commercial Operations Date of the solar power plant, shall pay tothe Successful SPG the monthly Tariff Payments subject to the adjustments as perprovisionsofthePPAand submission offollowingdocuments:

i. Monthlybill(Injection/Schedule at delivery point as certified by SLDC multipliedbytheRs.perkWhtariff asperPPA)

ii. Relevant Extracts of State Energy Account.

b) AllTariffPaymentsbyshallbeinIndianRupees.

c) TheSPGshallberequiredtomakearrangementsandpaymentsforimportof energy (if any) as per applicable regulations.

ReactivepowerchargesoranyotherchargesasperCERC/GERCregulationsshallbepayableby SPGas perprovisionsofPPA.

10.1.5 DeliveryandContentofMonthlyBills/SupplementaryBills

a) TheSPG shall issue to hard copy of a signed Monthly Bill for the immediately preceding Month based on the State Energy Account along with all relevant documents (payments made by selected bidder for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of CERC/GERC shall not be a part of bill raised by SPG to)

b) Each Monthly Bill shall include all charges as per the Agreement for the energy supplied for the relevant Month based on State Energy Account. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the applicable levelized tariff. Net energy import from the grid shall be billed at HTP-III tariff.

10.1.6 Paymentof MonthlyBills

a) On receipt of JMR/Energy Account along with CMRI data (of both meters) andbill. Superintending Engineer (Regulation) shall verify the readings andsubsequentsharethesamealongwithoriginalbillandotherrelevantdocument sto .

shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the Chief Engineer (Project) .

b) As defined under the PPA, Due Date of Payment" in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the . The Tariff Invoice shall include relevant documents.

All payments required to be made under this Agreement shall also include anydeduction orsetofffor:

i. deductionsrequiredbytheLaw;and

ii. Amount claimed by , if any, from the SPG, will be adjustedfromthemonthly energypayment.

iii. Chargesfornet importofenergybythesolarplantfromthegridshall be as per HTP-III Tariff as per GERC

a) The SPG shall open a bank account (if not having any bank account) for all TariffPaymentstobemadebytotheSPGandnotifyofthedetailsofsuchaccountat leastsixty(60)DaysbeforethedispatchofthefirstMonthlyBill.

10.1.7 Late Payment Surcharge

(1) For payment of Monthly bill by , if paid after Due Date of Payment, a late Payment charge shall be payable by to the SPG on the payment outstanding after the due date at the base rate of Late Payment Surcharge applicable for the period for the first month of default.

(2) The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.

(3) Provided that the rate at which Late Payment Surcharge shall be payable shall not exceed the rate of seven (7) percent in excess of the SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount of outstanding payment, calculated on a week or part thereof basis viz. (SBI MCLR rate + 7%)

$$= \frac{\qquad\qquad}{52} \quad \text{per week or part thereof.}$$

(4) Provided further that all Payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

(5) The Late Payment Surcharge shall be claimed by SPG through the supplementary bill.

(6) The Late Payment Surcharge shall be governed as per the provisions of Electricity (Late Payment Surcharge) Rules, 2021 issued by Ministry of Power, Government of India vide notification dated 22.02.2021 and subsequent amendments or replacements thereof issued from time to time.

10.1.8 Rebate

a) For payment ofanyBill onor beforeDue Date,the followingRebate shall bepaid by the SPG to in the following manner and the SPG shall notraise

anyobjectionsto thepayments madeunderthis article.

i. For payment of Monthly Bill by , if paid before Due Date of Payment, a Rebate shall be deducted by at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

$$= \frac{(\text{SBI MCLR rate} + 7\%)}{52} \text{ per week or part thereof.}$$

10.1.9 Paymentof Supplementary Bills

a) Either partymayraisea("Supplementary Bill")forpaymentonaccountofadjustmentsrequiredbytheEnergyAccounts(ifany) andsuchSupplementaryBillshallbepaidbytheotherParty.

b) The Parties shall remit all amounts due under a Supplementary Bill totheDesignatedAccountbytheDueDate.

c) The Rebate and Late Payment Surcharge shall be applicable at the same termsapplicabletothe Monthly Bill.

10.1.10 Payment SecurityMechanism

LetterofCredit(LC):

a) shallprovidetotheSPG,inrespectofpaymentofitsMonthlyBillsand/or Supplementary Bills, a monthly unconditional, revolving and irrevocableletter of credit ("Letter of Credit"), opened and maintained which may be drawnupon bytheSPGinaccordancewith thePPA.

b) Notlaterthanone(1)Monthbeforethestartofsupply,throughascheduledbankope naLetterofCreditinfavouroftheSPG,tobemadeoperative from a date prior to the Due Date of its first Monthly Bill under thisAgreement. The Letter of Credit shall have a term of twelve (12) Months andshallberenewed annually,foranamountequalto:

   i. forthefirstContractYear,equaltotheestimatedaveragemonthlybilling;

   ii. for each subsequent Contract Year, equal to the average of the monthlybillingofthe previous ContractYear.

c) Provided that the SPG shall not draw upon such Letter of Credit prior to the DueDate of the relevant Monthly Bill and/or Supplementary Bill, and shall not makemorethanonedrawal ina Month.

d) Provided further that if at any time, such Letter of Credit amount falls short ofthe amount specified above due to any reason whatsoever, shall restoresuch shortfallwithinfifteen(15)days.

e) shallcausethescheduledbankissuingtheLetterofCredittointimatetheSPG, inwritingregardingestablishingofsuchirrevocableLetterofCredit.

f) shall ensure that the Letter of Credit shall be renewed not later than itsexpiry.

g) All costs relating to opening, maintenance of the Letter of Credit shall be bornebythe SPG.

h) If fails to pay undisputed Monthly Bill or Supplementary Bill or a partthereof within and including the Due Date, then, subject to above, the SPG maydraw upon the Letter of Credit, and accordingly the bank shall pay without anyreference or instructions from , an amount equal to such Monthly Bill orSupplementary Bill or part thereof, in accordance with above, by presenting tothescheduled bankissuingtheLetterofCredit,thefollowingdocuments:

i. a copy of theMonthly Bill or Supplementary Bill which has remainedunpaidto SPGand;

ii. a certificate from the SPG to the effect that the bill at item (a) above, orspecifiedpartthereof,isinaccordancewiththeAgreement, is not disputedandhasremainedunpaidbeyondtheDueDate;

10.1.11 **DisputedBill**

a) IfdoesnotdisputeaMonthlyBilloraSupplementaryBillraisedbytheSPGwithinthirty (30)daysofreceivingsuchBillshallbetakenasconclusive.

b) If disputestheamountpayableunderaMonthlyBilloraSupplementary Bill, as the case may be, it shall pay undisputed amount of theinvoice amount and it shall within fifteen 30 days of receiving such Bill, issue anotice(the"BillDisputeNotice")to the invoicingPartysettingout:

i. thedetailsofthedisputedamount;

ii. itsestimateof what thecorrectamountshouldbe;and

iii. allwrittenmaterialinsupportofitsclaim.

c) If the SPG agrees to the claim raised in the Bill Dispute Notice, the SPG shallrevise such Bill and present along with the next Monthly Bill. In such a caseexcess amount shall be refunded along with interest at the same rate as LatePayment Surcharge, which shall be applied from the date on which such excesspayment was made by the disputing Party to the invoicing Party and up to andincludingthedateonwhich suchpaymenthasbeenreceivedasrefund.

d) If the SPG does not agree to the claim raised in the Bill Dispute Notice, it shall,within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice {BillDisagreementNotice)to(i.e.officeofSuperintendingEngineer(Regulation),)providing:

i. reasonsforitsdisagreement;

ii. itsestimateofwhatthecorrectamountshouldbe;and

iii. allwrittenmaterialinsupportofitscounterclaim.

e) UponreceiptoftheBillDisagreementNoticebySuperintendingEngineer(Regulation), , authorized representative(s) or a director of the board ofdirectors/

member of board of the and SPG shall meet and makebest endeavours to amicably resolve such dispute within fifteen (15) days ofreceiptoftheBillDisagreementNotice.

f) If the Parties do not amicably resolve the Dispute within fifteen (15) days ofreceiptofBillDisagreementNotice,themattershallbereferred toDisputeresolutioninaccordancewithArticle 16ofPPA.

g) For the avoidance of doubt, it is clarified the despite a Dispute regarding aninvoice,shall,withoutprejudicetoitsrighttoDispute,beunderan obligation to make payment of undisputed amount of the invoice amount intheMonthly Bill.

ARTICLE11:FORCEMAJEURE

11.1 Definitions

11.1.1 InthisArticle,thefollowingtermsshallhavethefollowingmeanings:

11.2 AffectedParty

11.2.1 AnaffectedPartymeansDISCOMortheSPGwhoseperformancehasbeenaffectedbyan eventofForceMajeure.

11.3 Force Majeure Events

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

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the SPG or of any Law or any of their respective obligations under this Agreement);

v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;

vi) earthquakes, explosions, accidents, landslides; fire;

vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;

viii) chemical or radioactive contamination or ionizing radiation; or

ix) damage to or breakdown of transmission facilities of GETCO/ DISCOMs;

x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

11.4 Force Majeure Exclusions

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

1. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;
2. Delay in performance of any contractor / sub contractor or their agents;
3. Non performance resulting from normal wear and tear experience in power generation materials and equipment;
4. Strike or Labour Disturbances at the facilities of affected parties;
5. Insufficiency of finances or funds or the agreement becoming onerous to perform, and
6. Non performance caused by, or concerned with, the affected party's

I. Negligent and intentional acts, errors or omissions;

II. Failure to comply with Indian law or Indian Directive; or

III. Breach of, or default under this agreement or any Project agreement or Government agreement.

b) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.

c) The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under

this agreement, as soon as practicable after becoming aware of each of these cessations.

d) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.5 AvailableReliefforaForceMajeureEvent

No Party shall be in breach of its obligations pursuant to this agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

ARTICLE12:CHANGEINLAW

12.1 Definitions

"Change in Law" shall refer to the occurrence of any of the following events notified after the Bid Deadline.

a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.

b) Introduction / modification / changes in rates of safeguard duty and/or anti-dumping duty and/or custom duty including surcharge thereon which have direct effect on the cost of solar PV modules.

12.2 ReliefforChange in Law

a) In case Change in Law on account of 9.1.1 (a) above results in the SPG's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the SPG shall be appropriately increased or decreased with due approval of GERC.

b) In case of Change in Law on account of 9.1.1 (b) above, the SPG shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase / decrease of

Rs. 2 Lakh per MW in the Project Cost incurred upto the Schedulded Commercial Operation Date upon submission of proof of payment made by the SPG towards safeguard duty and/or anti-dumping duty and/or custom duty to the concerned Authority and with due approval of GERC. This increase / decrease in tariff due to this change in cost of solar PV modules shall be limited to actual DC capacity or 150% (One hundred & fifty percent) of contracted AC capacity, whichever is lower.

c) or SPG, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

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

ARTICLE13:EVENTSOF DEFAULTANDTERMINATION

13.1 SPGEventofDefault

13.1.1 The occurrence and/or continuation of any of the following events, unless any suchevent occurs as a result of a Force Majeure Event or a breach by DISCOM of itsobligationsunderthisAgreement,shall constituteanSPG EventofDefault:

(i) the failure to commence supply of power to DISCOM up to the Contracted Capacity,by the end of the period specified in Article 4, or failure to continue supply ofContracted Capacity to DISCOM after Commercial Operation Date throughout thetermofthis Agreement,or

if

- the SPG assigns, mortgages or charges or purports to assign, mortgage or chargeany of its assets or rights related to the Power Project in contravention of theprovisionsofthis Agreement;or
- the SPG transfers or novates any of its rights and/ or obligations under thisagreement, in a manner contrary to the provisions of this Agreement; exceptwhere suchtransfer
- is in pursuance of a Law; and does not affect the ability of the transferee toperform,andsuchtransfereehasthefinancialcapabilitytoperform,itsobligations underthis Agreementor
- istoatransfereewhoassumessuchobligationsunderthisAgreementandtheAgreementremainseffective with respect tothetransferee;

if

a. the SPG becomes voluntarily or involuntarily the subject of any bankruptcy orinsolvencyorwindinguppproceedingsandsuchproceedingsremainuncontestedfor aperiodofthirty (30) days,or

b. anywindinguporbankruptcyorinsolvencyorderispassedagainsttheSPG,or

c. the SPG goes into liquidation or dissolution or has a receiver or any similarofficer appointed over all or substantially all of its assets or official liquidator isappointed to manage its affairs, pursuant to Law, provided that a dissolution orliquidation of the SPG will not be a SPG Event of Default if such dissolution orliquidation is for the purpose of a merger, consolidation or reorganization andwhere the resulting company retains creditworthiness similar to the SPG andexpressly assumes all obligations of the SPG under this Agreement and is in apositiontoperformthem;or

(ii) theSPGrepudiatesthisAgreementanddoesnotrectifysuchbreachwithinaperiod ofthirty(30)daysfromanotice fromDISCOM inthisregard;or

(iii) except where due to any DISCOM's failure to comply with its material obligations,the SPG is in breach of any of its material obligations pursuant to this Agreement,and such material breach is not rectified by theSPG within thirty (30) days ofreceiptof firstnoticeinthisregardgivenby DISCOM .

(iv) Occurrence of any other event which is specified in this agreement to be amaterialbreach/default oftheSPG

(v) except where due to any DISCOM's failure to comply with its material obligations,the SPG is in breach of any of its material obligations pursuant to this Agreement,andsuchmaterial breachisnotrectifiedby theSPGwithinthirty (30)days ofreceiptoffirstnotice inthisregardgivenbyDISCOM.

(vi) Failure on the part of the SPG for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times.

(vii) Failure on part of the SPG to maintain the minimum shareholding of 51% for a period of one year after Commercial Operation Date of the Project.

(viii) Failure to supply power in terms of the PPA

(ix) Failure 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 SPG.

13.2 DISCOMEventofDefault

13.2.1 The occurrence and the continuation of any of the following events, unless any suchevent occurs as a result of a Force Majeure Event or a breach by the SPG of itsobligationsunderthisAgreement,shallconstitutetheEventofDefaultonthepartofde faultingDISCOM:

(i) DISCOM fails to pay (with respect to a Monthly Bill or a Supplementary Bill),subjecttoArticle11,foraperiodofninety(90)daysaftertheDueDateandthe SPG is unable to recover the amount outstanding to the SPG through theLetter ofCredit,

(ii) DISCOMrepudiatesthisAgreementanddoesnotrectifysuchbreachevenwithinape riodofsixty(60)daysfromanoticefrom theSPGin thisregard;or

(iii) If DISCOM becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of 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 creditworthiness similar to DISCOM and expressly assumes all obligations under this agreement and is in a position to perform them.

13.3 ProcedureforcasesofSPGEventofDefault

13.3.1 Upon the occurrence and continuation of any SPG Event of Default under Article13.1,DISCOMshallhavetherighttodelivertotheSPG,withacopytotherepresent ative of the lenders to the SPG with whom the SPG has executed theFinancing Agreements, a notice stating its intention to terminate this Agreement(DISCOM Preliminary Default Notice), which shall specify in reasonable detail, thecircumstances giving risetothe issueofsuchnotice and calling upon the SPG to remedy the same. Where a "Default Notice" has been issued with respect to an Event of Default, which requires the co-operation of both DISCOM and the SPG to remedy, DISCOM shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations. Upon being in default on account of failure to commission the project within Scheduled Commercial Operation Date, the SPG shall be liable to pay liquidated damages as per Article 4.5 whereas for failure to supply power in terms of Article 4.3, the SPG shall be liable to make payment of compensation as per the said clause. For other cases, the damages shall be as under.

a. At the expiry of 90 (ninety) days from the delivery of the default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, the SPG shall have liability to make payment toward compensation to DISCOM equivalent to six (6) months' billing atminimumCUF for its contracted capacity. Also, DISCOM 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.

b. b. In addition to the levy of damages as aforesaid, in the event of a default by the SPG, the lenders shall be entitled to exercise their rights to seek substitution of the SPG by a selectee, in accordance with the substitution agreement and in concurrence with DISCOM. However, in the event the lenders are unable to substitute the defaulting SPG within the stipulated period, DISCOM may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due by issuing a "Termination Notice" /

"Takeover Notice", failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

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

d. The lenders in concurrence with DISCOM, may seek to exercise the right of substitution under by an amendment or novation of the PPA in favour of the selectee. The SPG shall cooperate with DISCOM to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer-SPG to DISCOM.

13.3.2 DuringtheConsultationPeriod,thePartiesshallcontinuetoperformtheirrespectiveobligationsunderthisAgreement.

13.4 Procedure forcasesofDISCOMEventofDefault

13.4.1 Upon the occurrence and continuation of any DISCOM Event of Default specified inArticle 13.2, the SPG shall have the right to deliver to DISCOM, a SPG PreliminaryDefault Notice, which notice shall specify in reasonable detail the circumstancesgivingrisetoits issue and calling upon DISCOM to remedy the same.

13.4.2 DISCOM with the prior consent of the SPG may novate its part of the PPA to any third party, including its Affiliates within the period of 7 days following the expiry of notice period. In the event the aforesaid novation is not acceptable to the SPG, or if no offer of novation is made by the defaulting Procurer/ DISCOM within the stipulated period of 7 days, then the SPG may terminate the PPA and at its discretion require the defaulting Procurer/ DISCOM to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 110% (one hundred and ten per cent) of the adjusted equity as detailed below, less insurance cover, if any by issuing a "Termination Notice" / "Takeover Notice", or, (ii) pay to the SPG, damages, equivalent to 6 (six) months billing at contracted CUF, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPG.

13.4.3 In the event of such termination of PPA, any damages or charges payable to GETCO/ DISCOM, for the connectivity of the plant, shall be borne by DISCOM.

13.4.4 "Adjusted Equity" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth

below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;

i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;

ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");

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

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

13.4.5 "Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;

ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such

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

13.4.6 DuringtheConsultationPeriod,thePartiesshallcontinuetoperformtheirrespectiveobligationsunderthisAgreement.

13.4.7 Afteraperiodoftwohundredten(210)daysfollowingtheexpiryoftheConsultationPeriodandunlessthePartiesshallhaveotherwiseagreedtothecontrary or DISCOM Event of Default giving riseto the Consultation Period shallhave ceased to exist or shall have been remedied, DISCOM under intimation to SPGshall, subject to the prior consent of the SPG, novate its part of the PPA to any thirdparty, including its Affiliates within the stipulated period. In the event the aforesaidnovation is not acceptable to the SPG, or if no offer of novation is made by DISCOMwithinthestipulatedperiod,thentheSPGmayterminatethePPAandatitsdiscretion require DISCOM to either (i) takeover the Project assets by making apaymentof the termination compensation equivalent to theamount ofthedebtdue and 110% (one hundred and fifty per cent) of the adjusted equity or, (ii) pay tothe SPG, damages, equivalent to 6 (six) months, or balance PPA period whichever isless, of charges for its contracted capacity, with the Project assets being retained bytheSPG.

Providedfurtherthatattheendofthree(3)monthsperiodfromtheperiodmentionedinthisArticle13.4.4,thisAgreementmaybeterminatedbytheSPG.

ARTICLE14:LIABILITYANDINDEMNIFICATION

14.1 Indemnity

14.1.1 **TheSPG's indemnity** -The SPG agrees to defend, indemnify and hold harmless DISCOM, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the SPG, or by an officer, director, sub-contractor, agent or employee of the SPG except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, DISCOM, or by an officer, director, sub-contractor, agent or employee of the DISCOM.

14.1.2 **DISCOM's Indemnity** - DISCOM agrees to defend, indemnify and hold harmless the SPG, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of DISCOM, or by an officer, director, sub-contractor, agent or employee of DISCOM except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the

SPG, or by an officer, director, sub-contractor, agent or employee of the SPG.

ARTICLE15:ASSIGNMENTSANDCHARGES

15.1 Assignments

15.1.3 Neither Party shall assign this Agreement nor shall any portion hereof without the prior written consent of the other Party, provided further that any assignee expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire contracted capacity.

15.1.3 Provided however, no approval is required from DISCOM for the assignment by the SPG of its rights herein to the Financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the Project.

15.1.3 In furtherance of the foregoing, DISCOM acknowledges that the Financing Documents may provide that upon an event of default by the SPG under the Financing Documents, the Financing Parties may cause the SPG to assign to a third party the interests, rights and obligations of the SPG thereafter arising under this Agreement. DISCOM further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the SPG to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the SPG thereafter arising under this Agreement.

15.2 PermittedCharges

15.2.1SPG shall notcreate or permit tosubsist any encumbrance over all or any of itsrights and benefits under this Agreement, other than as set forth in Article 15.1

ARTICLE16:GOVERNINGLAWANDDISPUTERESOLUTION

16.1 GoverningLaw

16.1.1 This Agreement shall be governed by and construed in accordance with the Electricity Act 2003 and other applicable Laws ofIndia. Any legal proceedings in respect of any matters, claims or disputes under thisAgreement shallbeunderthe jurisdictionof Gujarat Electricity Regulatory Commission.

16.2 DisputeResolution

16.2.1 All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation.

16.2.2 The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.

16.2.3 Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this

Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.

16.2.4 In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be adjudicated by GERC in accordance with the law.

ARTICLE17:MISCELLANEOUSPROVISIONS

17.1 Amendment

17.1.1 This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorizedrepresentative of both Parties. However, DISCOM may consider any amendment or change that the Lenders may require to be made to this Agreement.

17.2 Waiver

17.2.1 Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.

17.3 Severability

17.3.1 Theinvalidityor unenforceability, for any reason, ofany partof this Agreementshall not prejudice or affect the validity or enforceability of the remainder of thisAgreement, unless the part held invalid or unenforceable is fundamental to thisAgreement.

17.4 Notices

17.4.1 Any notice, communication, demand, orrequestrequired or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmissionreport shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:

In case of SPG

Name & Designation	
Address	

Email	
Mobile/WhatsappNo.	
Telephone	

In case of DISCOM

Name & Designation	
Address	
Email	
Telephone	

17.5 Language

17.5.1 All agreements, correspondence and communications between the Parties relatingto this Agreement and all other documentation to be prepared and supplied underthe Agreement shall be written in English, and the Agreement shall be construedand interpretedinaccordancewithEnglishlanguage.

17.5.2 Ifanyoftheagreements,correspondence,communicationsordocumentsarepreparedi nanylanguageotherthanEnglish,theEnglishtranslationofsuchagreements,correspon dence,communicationsordocumentsshallprevailinmattersofinterpretation.

17.6 RestrictionofShareholders/Owners'Liability

17.6.1 PartiesexpresslyagreeandacknowledgethatnoneoftheshareholdersofthePartiesher etoshallbeliabletotheotherPartiesforanyofthecontractualobligations of the concerned Party under this Agreement. Further, the financialliabilities of the shareholder/s of each Party to this Agreement, shall be restricted totheextentprovided inthe IndianCompaniesAct,2013.

17.7 Taxesand Duties

17.7.1 The SPG shall bear and promptly pay all statutory taxes, duties, levies and cess,assessed/leviedontheSPG,contractorsortheiremployeesthatarerequiredtobep aidbytheSPGaspertheLawinrelationtotheexecutionoftheAgreementandfor supplyingpower asper thetermsofthisAgreement.

17.7.2 DISCOMshallbeindemnifiedandheldharmlessbytheSPGagainstanyclaimsthatmaybe madeagainstDISCOM inrelationtothe matterssetout in Article17.9.1.

17.7.3 DISCOMshallnotbeliableforanypaymentof,taxes,duties,levies,cesswhatsoeverfordi schargingany obligationoftheSPG byDISCOMonbehalf ofSPG.

17.8 IndependentEntity

17.8.1 The SPG shall be an independent entity performing its obligations pursuant to theAgreement.

17.8.2 Subject to the provisions of the Agreement, the SPG shall be solely responsible forthe manner in which its obligations under this Agreement are to be performed. Allemployees and representatives of the SPG or contractors engaged by the SPG inconnection with the performance of the Agreement shall be under the completecontrol of the SPG and shall not be deemed to be employees, representatives,contractorsofDISCOMandnothingcontainedintheAgreementorinan

yagreementorcontractawardedbytheSPGshallbeconstruedtocreateanycontractualr elationshipbetweenanysuchemployees,representativesorcontractorsandDISCOM.

17.9 CompliancewithLaw

17.9.1 DespiteanythingcontainedinthisAgreementbutwithoutprejudicetothisArticle,if any provision of this Agreement shall bein deviation or inconsistent with orrepugnant to the provisions contained in the Electricity Act, 2003, or any rules andregulations made there under, such provision of this Agreement shall be deemed tobe amended to the extent required to bring it into compliance with the aforesaidrelevantprovisionsas amended fromtimetotime.

17.10 Orderofpriorityin application

17.10.1 Incaseofinconsistenciesintheagreementsexecutedbetweenthe Parties,applicable Lawincluding rules and regulations framed thereunder, the order ofpriorityshallbe as mentioned below:

(i) applicableLaw,rulesandregulationsframedthereunder,

(ii) thisAgreement

17.11 Affirmation

17.11.1 TheSPGand,bothaffirmthat;

a) neither it nor its respective directors, employees, or agents has paid or undertakento pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back;and

b) it has not in any other manner paid any sums, whether in Indian currency or foreigncurrencyandwhetherinIndiaorabroadtotheotherPartytoprocurethisAgreem ent,andtheSPGandDISCOMherebyundertakenottoengageinanysimilar actsduringtheTermofAgreement.

17.12 NoconsequentialorIndirectLosses

17.14.1. The liability of the Seller and the Procurers is limited to that explicitly provided inthisAgreement.

17.14.2. ProvidedthatnotwithstandinganythingcontainedinthisAgreement, undernoeventshalltheProcurersortheSellerclaimfromoneanotheranyindirectorcon sequential lossesordamages.

17.13 BreachofObligations

17.13.1 The Parties acknowledge that a breach of any of the obligations contained hereinwould result in injuries. The Parties further acknowledge that the amount of theliquidated damages or themethod of calculating the liquidated damages specifiedin this Agreement is a genuine and reasonable pre-estimate of the damages thatmaybesufferedbythenon-defaultingpartyineachcasespecifiedunderthisAgreement.

17.14 ***Books and Records:*** *The SPG shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.*

17.15 ***Limitation Remedies and Damages:*** *Neither Party shall beliableto the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.*

17.16 ***Severability:*** *Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.*

17.17 ***Entire Agreement, Appendices:*** *This Agreement constitutes the entire agreement between DISCOM and the SPG, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.*

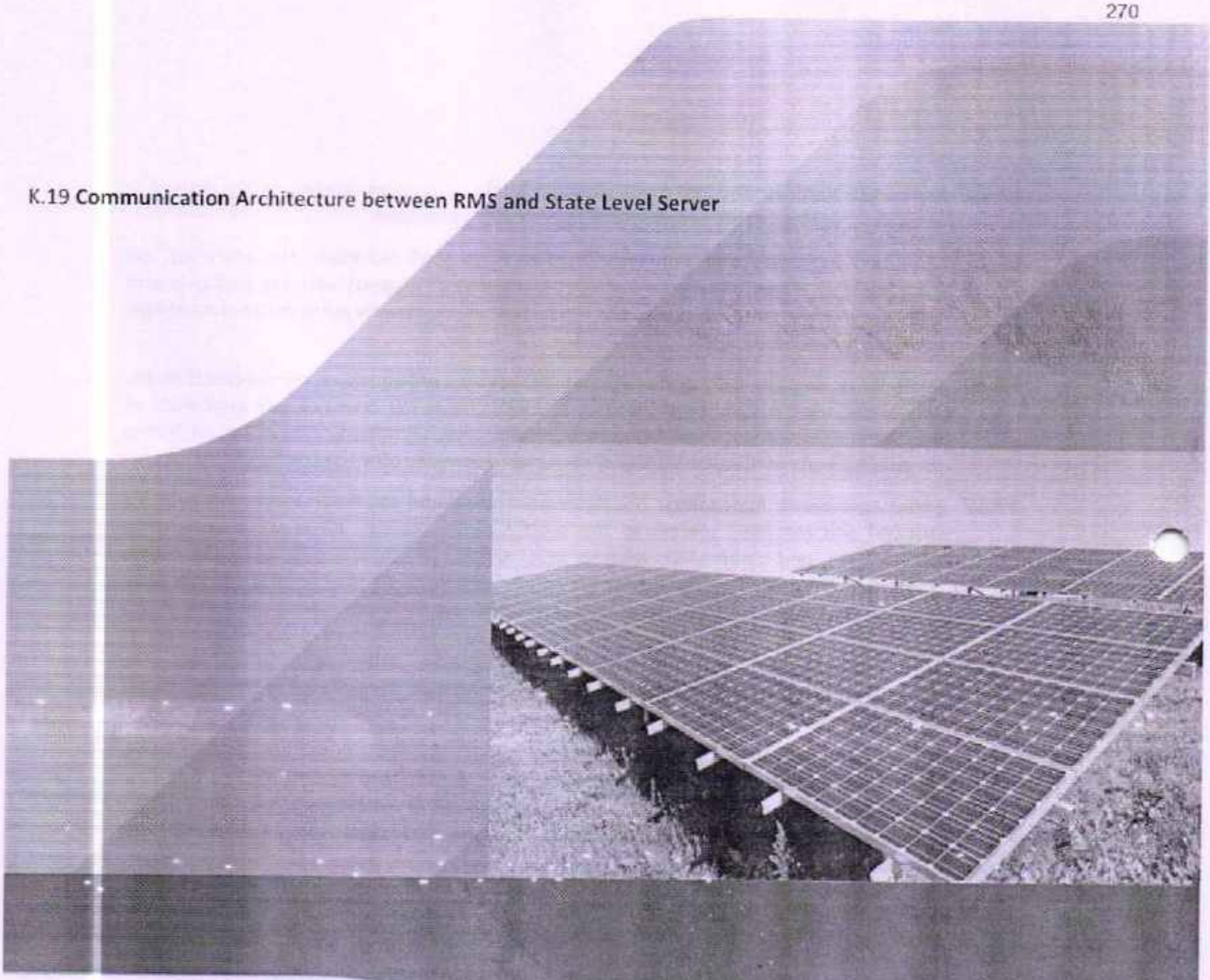
In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit DISCOM and the SPG shall consult to resolve the inconsistency.

17.18 ***Further Acts and Assurances:*** *Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.*

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through theirdulyauthorizedrepresentativesasofthedate and placesetforthabove.

Signature	SignaturewithSeal
_____	UTTAR Gujarat Vij Company Ltd.
SolarPowerGenerator	DISCOM
Witness:	Witness:

K.19 Communication Architecture between RMS and State Level Server



RMS Communication and Security Architecture- PM KUSUM SEDM Platform

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RMS Communication & Security Architecture

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1. Security Architecture

This section highlights the communication security architecture between RMS/DCU and State SWPS IoT Platform. With this security, architecture, third parties are unable to intercept or "sniff" the encrypted data. This stops ISPs, employers, local network administrators and cybercriminals from being able to perform "packet sniffing" to access what the traffic contains. It also protects against man in the middle (MitM) attacks. This implements Private TLS/SSL VPN to ensure highest level of security.

In additional to this, use of OTP in every message exchange shall help restrict spammers and Bots. Such OTP based mechanism will provide transaction level security which is required for remote operations.



2. RMS Registration

This section details how individual RMS/DCU shall be registered and communicate securely with State SWPS IoT Platform.

- Every supplier/vendor must Register all unique IMEI (International Mobile Equipment Identity) of RMS/DCU with State SWPS
- State SWPS will generate individual client certificate for RMS/DCU against unique IMEI registered and share with supplier/vendor through secured web API interface.
- Every supplier/vendor shall be able to access web API with unique credentials shared with them.
- Web API shall return individual client certificate, Device Broker url and "info" topic.
- After installation of client certificate relevant to IMEI of RMS/DCU, RMS/DCU will connect to Device Broker and get authenticated using client certificate and further shall be able to receive additional configuration details such as FTP credential, Message Topic structure etc. after subscribing to default topic.
- After client certificate expiry, RMS will connect to FTP using available credentials and download the renewed certificate

3. MQTT Topic Structure

This section defines the different topic structure for communication between RMS/DCU and State SWPS through Device Broker.

RMS/DCU will publish and subscribe to their respective topics only, authorization of topic shall be done against unique credentials.

Application Version	Solution	IMEI	Meesage Type	Publish/Subscribe
IIOT-1	Standalonesolarpump	{IMEI}	Info	Subscribe
	Gridconnectedsolarpump		OTP	Subscribe
	SolarMW		Heartbeat	Publish
	Ongridrooftop		Data	Publish
	Offgridrooftop		Ondemand	Subscribe
			Config	Subscribe

Sample Topic structure for Stand-alone Solar Pump shall be: **IIOT-1/Standalonesolarpump/{IMEI}/info**

Multiple sub-topics will be formed for communication between RMS/DCU and sate SWPS IoT Platform

- **Info:** Default Topic To exchange RMS/DCU configuration details
- **OTP:** To exchange OTP at every interval of 15/30/60 minutes
- **Heartbeat:** To update RMS/DCU health indicators at frequent configurable intervals.
- **Data:** To exchange data related to RMS/DCU Monitoring parameters in "**push mode**"
    - Push data Periodically
    - Push data on Event/Notification
    - History Missing Data Push Mode: History data will be identified against **"index"**

- **Ondemand:** To exchange data between RMS/DCU and Server in "**Command on Demand**" Mode
    - Each "On Demand" message will have two transactions: Commands, Response.
    - On demand command and response will be tracked against a common "**MSGID**".
    - On demand message can be used to read and write with two command types
        - Command: "**Read**" - In json received from server replace each key with value from RMS/DCU and send the updated json back to server.
        - Command: "**Write**" - After executing the command based on key-value pair received in json, send the updated json back to server on successful execution.
        - Note: handshaking parameters such as msgid, etc has to send back to server as is, without modification
- **Config:** To update configurable parameters of Device, which is similar to Ondemand but will be used only for configurable parameters of Device, this implements "**Configuration over the air**"
        - Command: "**Read**" - In json received from server replace each key with value from RMS/DCU and send the updated json back to server.
        - Command: "**Write**" - After executing the command based on key-value pair received in json, send the updated json back to server on successful execution.
        - Note: handshaking parameters such as msgid, etc has to send back to server as is, without modification

4. Communication Modes

- **Push on Periodic Interval:** In this mode deployed RMS shall transmit data of Multiple devices and sensors on different configurable time intervals such as Inverter or pump controller data at every 5 minutes, Energy Meter data at every 15 minutes, String Combiner Box data at every 10 minutes
- **Push on Event:** RMS shall detect various configurable alarm or event conditions such as Pump On / Off Status, Inverter On/Off Status, Low Water Flow Rate, Fault or Trip status etc. and it shall transmit data immediately to the server
- **On Demand Read:** In this mode, User will send command to RMS to get data as and when required and RMS will send the required data to server immediately
- **On Demand Write:** In case of Remote Operations, Farmer / Consumer shall send On Demand Write Command to the RMS and RMS will send back the acknowledgement with change in parameters after operation is completed
- **Configuration read/write:** Using this mode, user will be able to read and change configurable parameters remotely such as updating periodic interval, alarm limits, server parameters etc.

5. Communication Protocols

- **Field Device Communication:** RMS to Field Devices communication such as Inverter, Pump Controller, Drive, String Combiner box, MFT/MFM, Data Acquisition System shall be established using **MODBUS RTU protocol** supported by all leading manufacturers globally

- **Energy Meter Communication:** RMS to Energy Meter communication such as Bi Directional (Revenue) Meter, Solar Generation (Audit) Meter shall be established using **DLMS/Modbus protocol** supported by all leading Meter Manufacturers in India
- **RMS to Server Communication - Industrial IoT MQTT Protocol:** RMS to Server Communication shall be established using MQTT protocol which is well accepted IoT protocol across the globe and supported by all leading IT as well as OT companies for Smart Grid, Smart RE and Smart City Applications

6. MQTT Message Structure

This section details message structure exchanged between RMS/DCU and state SWPS IoT Platform through Device Broker

Keyword	Description	Sample Value
IMEI	Unique Identification of RMS/DCU – required to ensure registered source of data	863287049443888
VD	Virtual device/group – required for grouping parameters based on update interval/subsystems such as inverter/pump controller/meter/string combiner box etc.	2
MSGID	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback	123456789
COMMAND	Read/Write - Applicable only in case of "Ondemand"/"Config" message Type	Read
TIMESTAMP	RTC timestamp of RMS/DCU against all parameters of vd/group (YYYY-MM-DD HH:mm:SS)	2019-08-20 20:15:08
STINTERVAL	Periodic interval at which RMS shall store and transmit data to server. (in minutes)	15
DATE	local storage date – required as a reference to fetch data from local storage (YYYY-MM-DD)	2020-06-15
INDEX	Local storage Index – required as a reference to fetch data from local storage	5
MAXINDEX	Local storage maximum index of local storage date – required to calculate missing index	96
LOAD	Local storage retrieval command & status	0
POTP	Previous One Time Password	12345678
COTP	Current One Time Password, State SWPS Broker will update OTP at interval of 30/60 minutes	12345678
Parameter-1 **Parameter-2** **Parameter-3** **Parameter-1** ..... **Parameter-n**	Equipment wise Keywords for multiple Parameters.	

Communication Format Annexure

Annexure – 1 (Revision-B) Pump Controller

Message Name	: Periodic Push Pump Controller (1)
Message Format	: JSON
Message Type	: Data
Message Command Flow	: Not Applicable for Data periodic Push
Message response Flow	: RMS -> State SWPS IoT Platform
Message Medium	: GPRS

Command Message	
Not Applicable	

Response Message		
Message	**Description**	**Unit**
{		
"VD":1	Virtual Device Index/Group	-
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group	-
"MAXINDEX":96	maximum index of local storage date	-
"INDEX":7,	reference of local storage	-
"LOAD":0,	Local storage retrieval command & status	-
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)	-
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback	-
"DATE":200518,	local storage date	YYMMDD
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU	-
"ASN_11":"34123450",	**Pump Controller Serial No.** RMS: 0 DAQ: 1-9 Pump Controller: 11-19 Meter: 21-29 Inverter: 31-39 String Combiner Box: 41-49	-
"POTP":"341234",	**Previous One Time Password**	-
"COTP":"341234",	**Current One Time Password**	-
"PMAXFREQ1":"50.00",	**Maximum Frequency**	**Hz**

"PFREQLSP1":"50.00",	Lower Limit Frequency	Hz
"PFREQHSP1":"50.00",	Upper Limit Frequency	Hz
"PCNTRMODE1":"1",	Solar Pump Controller Control Mode Status	-
0 Variable Frequency Control Mode 1 CVT Mode for Solar 2 MPPT mode for Solar		
"PRUNST1":"2",	Solar Pump Controller Run Status	-
0 Stop 1 Running 2 Sleep 3 Low Speed Protection 4 Dry Run Protection 5 Over Current Protection 6 Minimum Power Protection		
"PREFFREQ1":"50.00",	Solar Pump Controller Reference Frequency	Hz
"POPFREQ1":"50.00",	Solar Pump Controller Output Frequency	Hz
"POPI1":"20.00",	Output Current	A
"POPV1":"230.00",	Output Voltage	V
"POPKW1":"45.00",	Output Active Power	KW
"PDC1V1":"550.00",	DC Input Voltage	DC V
"PDC1I1":"50.00",	DC Current	DC I
"PDCVOC1":"650.00",	DC Open Circuit Voltage	DC V
"PDKWH1":"35.00",	Today Generated Energy	KWH
"PTOTKWH1":"120.00",	Cumulative Generated Energy	KWH
"POPFLW1":"2.00",	Flow Speed	LPM
"POPDWD1":"120.00",	Daily Water Discharge	Litres
"POPTOTWD1":"220.00",	Total Water Discharge	Litres
"PMAXDCV1":"750.00",	Max DC Voltage	DC V
"PMAXDCI1":"40.00",	Max DC Current	DC I
"PMAXKW1":"650.00",	Max Output Active Power	DC KW
"PMAXFLW1":"650.00",	Max Flow Speed	LPM
"PDHR1":"8.00",	Pump Day Run Hours	Hrs
"PTOTHR1":"8.00",	Pump Cumulative Run Hours	Hrs
}		

Reaction	
Not Applicable	

Communication Format Annexure

Annexure - 2 Energy Meter

Message Name	: Periodic Push Meter (1)
Message Format	: JSON
Message Type	: Data
Message Command Flow	: Not Applicable for Data periodic Push
Message response Flow	: RMS -> State SWPS IoT Platform
Message Medium	: GPRS

Command Message	
Not Applicable	

Response Message	
Message	**Description**
{	
"VD":2	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
"MAXINDEX":96	maximum index of local storage date
"INDEX":7,	reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type. request/response/acknowledgement/feedback
"DATE":200518,	local storage date

"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU
"ASN_21":12345678,	Asset Serial Number RMS: 0 DAQ: 1-9 Pump Controller: 11-19 Meter: 21-29 Inverter: 31-39 String Combiner Box: 41-49
"MTDET1":30012302,	Meter Detail
"POTP":"34123450",	**Previous One Time Password**
"COTP":"34123450",	**Current One Time Password**
"MTBLDATE1":18,	Billing Date for meter 1
"DATE1":180606,	Present date for meter1
"TIME1":105400,	Present time for meter1
"IR1":20.58,	R Phase Current in Amps
"IY1":20.65,	Y Phase Current in Amps
"IB1":20.12,	B Phase Current in Amps
"VRN1":240.12,	R Phase to Neutral Voltage in Volts
"VYN1":242.13,	Y Phase to Neutral Voltage in Volts
"VBN1":243.55,	B Phase to Neutral Voltage in Volts
"VRY1":420.18,	Phase to Phase Voltage(R-Y) in Volts
"VYB1":419.38,	Phase to Phase Voltage(Y-B) in Volts
"VBR1": 421.5,	Phase to Phase Voltage(B-R) in Volts
"PFR1":0.98,	R Phase Power Factor
"PFY1":0.97,	Y Phase Power Factor
"PFB1":0.96,	B Phase Power Factor
"FRQ1":50.05,	Grid Frequency
"POWR1":42.578,	R Phase Active Power in KW
"POWY1":42.156,	Y Phase Active Power in KW
"POWB1":42.354,	B Phase Active Power in KW
"POW1":42.185,	Total Active Power in KW
"RPOWR1":22.123,	R Phase Reactive Power in KVAR
"RPOWY1":20.110,	Y Phase Reactive Power in KVAR
"RPOWB1":22.310,	B Phase Reactive Power in KVAR
"RPOW1":65.610,	Total Reactive Power in KVAR
"APOWR1":55.610,	R Phase Apparent Power in KVA
"APOWY1":52.910,	Y Phase Apparent Power in KVA
"APOWB1":53.911,	B Phase Apparent Power in KVA
"APOW1":14.198,	Total Apparent Power in KVA
"KWHNET1":98561.4,	Cumulative Net Energy in KWH
"KWHIMP1":98561.4,	Cumulative Import Energy in KWH
"KWHEXP1":98561.2,	Cumulative Export Energy in KWH
"KVAHNET1":99100.3,	Cumulative Net Energy in KVAH
"KVAHIMP1":99105.1,	Cumulative Import Energy in KWH
"KVAHEXP1":98999.1,	Cumulative Export Energy in KWH
"MDKWIMP1":100.3,	Rising Demand (Import) in KW
"MDKWEXP1":98.6,	Rising Demand (Export) in KW

"POFF1":1020,	Grid Power Failure in Minutes
"TC1":100,	Total Tamper Counts
"PF1":0.99,	Average PF
"LBKWHNET1":98561,	Last Billing Cycle Net Energy in KWH
"LBKWHIMP1":98561,	Last Billing Cycle Import Energy in KWH
"LBKWHEXP1":98561,	Last Billing Cycle Export Energy in KWH
"PMDKVAIMP1":22.50,	Present MD KVA Import
"PMDKVAEXP1":0.00,	Present MD KVA Import
"LBMDKWIMP1":7.07,	Last Billing MD KW Import
"LBMDKWEXP1":0.00,	Last Billing MD KW Export
"LBMDKVAIMP1":7.07,	Last Billing MD KVA Import
"LBMDKVAEXP1":0.00,	Last Billing MD KVA Export
"MDRSTC1":4	MD Reset Count
}	

Reaction	
Not Applicable	

Communication Format Annexure

Annexure – 3 Inverter

Message Name : Inverter Periodic Push (INVERTER-1)
Message Format : JSON
Message Type : Data
Message Command Flow : Not Applicable for Data periodic Push
Message response Flow : RMS -> State SWPS IoT Platform
Message Medium : GPRS

Command Message	
Not Applicable	

Response Message	
Message	**Description**
{	
"VD":5	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
"MAXINDEX":96	maximum index of local storage date
"INDEX":7,	reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)
"MSGID":"",	Message Transaction id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback
"DATE":200518,	local storage date
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU
"ASN_31":"34123450",	**Inverter Serial No.**

	RMS 0 DAQ 1-9 Pump Controller 11-19 Meter 21-29 Inverter 31-39 String Combiner Box 41-49
"POTP":"34123450",	Previous One Time Password
"COTP":"34123450",	Current One Time Password
"IST1":1,	Inverter Status
"IFREQ1":40,	Frequency
"IPF1":0.8,	Power Factor
"IDC1V1":500,	DC-1 Voltage
"IDC1I1":200,	DC-1 Current
"IDC1KW1":200,	DC-1 Power
"IDC2V1":243.55,	DC-2 Voltage
"IDC2I1":420.18,	DC-2 Current
"IDC2KW1":200,	DC-2 Power
"IDC3V1":419.38,	DC-3 Voltage
"IDC3I1":421.8,	DC-3 Current
"IDC3KW1":200,	DC-3 Power
"IDC4V1":0.98,	DC-4 Voltage
"IDC4I1":0.97,	DC-4 Current
"IDC4KW1":200,	DC-4 Power
"IRPHV1":0.96,	R phase voltage
"IRPHI1":50.05,	R phase current
"IRPHKW1":50.05,	R phase Active Power
"IYPHV1":42.578,	Y phase voltage
"IYPHI1":42.156,	Y phase current
"IYPHKW1":50.05,	Y phase Active Power
"IBPHV1":42.354,	B phase voltage
"IBPHI1":42.185,	B phase current
"IBPHKW1":50.05,	B phase Active Power
"IKW1":22.123,	Active Power
"ITKWH1":20.110,	Today Generated Energy
"ITON1":22.310,	Today On Time of Inverter
"ILKWH1":65.610,	Life time Generated Energy
"ILON1":55.610,	Life time running hours
"ITEMP1":52.910,	Inverter Temperature
"IFT11":53.911,	Fault-1
"IFT21":14.198,	Fault-2
"IFT31":98561.4,	Fault-3
"IFT41":98561.4,	Fault-4
"IFT51":98561.2,	Fault-5
"IKVA1":99100.3,	Apparent power
"IKVAR1":99105.1	Reactive power
}	

Reaction	
Not Applicable	

Communication Format Annexure

Annexure - 4 String Combiner Box

Message Name	: Periodic Push String Combiner Box
Message Format	: JSON
Message Type	: Data
Message Command Flow	: Not Applicable for Data periodic Push
Message response Flow	: RMS -> State SWRS IoT Platform
Message Medium	: GPRS

Command Message	
Not Applicable	

Response Message	
Message	**Description**
{	
"VD":9	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
"MAXINDEX":96	maximum index of local storage date
"INDEX":7,	reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback
"DATE":200518,	local storage date
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU
"ASN_41":"34123450",	**SJB Serial no** RMS: 0 DAQ: 1-9

	Pump Controller	11-19
	Meter	21-29
	Inverter	31-39
	String Combiner Box	41-49
"POTP":"34123450",	Previous One Time Password	
"COTP":"34123450",	Current One Time Password	
"SI11":"3.00",	SJB1, Channel1 Current	
"SI21":"5.00",	SJB1, Channel2 Current	
"SI31":"5.00",	SJB1, Channel3 Current	
"SI41":"5.00",	SJB1, Channel4 Current	
"SI51":"5.00",	SJB1, Channel5 Current	
"SI61":"5.00",	SJB1, Channel6 Current	
"SI71":"5.00",	SJB1, Channel7 Current	
"SI81":"5.00",	SJB1, Channel8 Current	
"SI91":"5.00",	SJB1, Channel9 Current	
"SI101":"5.00",	SJB1, Channel10 Current	
"SI111":"5.00",	SJB1, Channel11 Current	
"SI121":"5.00",	SJB1, Channel12 Current	
"SI131":"5.00",	SJB1, Channel13 Current	
"SI141":"5.00",	SJB1, Channel14 Current	
"SI151":"5.00",	SJB1, Channel15 Current	
"SI161":"5.00",	SJB1, Channel16 Current	
"SI171":"5.00",	SJB1, Channel17 Current	
"SI181":"5.00",	SJB1, Channel18 Current	
"SI191":"5.00",	SJB1, Channel19 Current	
"SI201":"5.00",	SJB1, Channel20 Current	
"SI211":"5.00",	SJB1, Channel21 Current	
"SI221":"5.00",	SJB1, Channel22 Current	
"SI231":"5.00",	SJB1, Channel23 Current	
"SI241":"5.00",	SJB1, Channel24 Current	
"SDCV1":"635.00",	SJB1, DC Voltage	
"SDCTOTI1":"40.00",	SJB1, Total DC Current	
"SDCTOTKW1":"28.00",	SJB1, Total DC Power	
"SDI11":"1.00",	SJB1, Digital Input1	
"SDI21":"1.00",	SJB1, Digital Input2	
"ST11":"1.00",	SJB1, Temperature1	
"ST21":"1.00",	SJB1, Temperature2	
"ST31":"1.00"	SJB1, Temperature3	
}		

Reaction	
Not Applicable	

Communication Format Annexure

Annexure – 5 RMS

Message Name	: RMS
Message Format	: JSON
Message Type	: Heartbeat
Message Command Flow	: Not Applicable
Message response Flow	: RMS -> State SWPS IoT Platform
Message Medium	: GPRS

Command Message	
Not Applicable	

Response Message	
Message	**Description**
{	
"VD":0	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
"MAXINDEX":96	maximum index of local storage date
"INDEX":7,	reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback
"DATE":200518,	local storage date
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU
"POTP":"341234",	**Previous One Time Password**
"CCTP":"341234",	**Current One Time Password**
"GSM":1,	Device connected to GSM network
"SIM":1,	SIM detected (1 - detected)
"NET":1,	Device in Network (1 - in network)
"GPRS":"1",	GPRS connected (1 - connected)

"RSSI":22,	Signal Strength
"SD":"1",	SD card detected (1 - detected)
"ONLINE":1,	Device Online (1- Online)
"GPS":1,	GPS Module Status (1-ON,0-OFF)
"GPSLOC":1,	GPS Location Locked
"RF":1,	RF Module Status (1-ON,0-OFF)
"RTCDATE":180918,	RTC Date
"RTCTIME":175800,	RTC Time
"TEMP":45.5,	Device Temperature
"LAT":19.06,	Latitude from gps
"LONG":72.8777,	Longitude from gps
"SIMSLOT":1,	Sim Slot (Current Sim Slot: 1 or 2)
"SIMCHNGCNT":10,	Total Sim Slot Change Count
"FLASH":1,	Device Flash Status 1: Detected 0: Error
"BATTST":0,	Battery Input Status: 1 if on battery power else 0
"VBATT":5.0,	Battery Voltage
"PST":1	Power Supply (1-Mains, 2-Battery)
}	

Reaction	
Not Applicable	

Communication Format Annexure

Annexure – 6 DAQ System

Message Name	: Periodic Push DAQ System
Message Format	: JSON
Message Type	: Data
Message Command Flow	: Not Applicable for Data periodic Push
Message response Flow	: RMS -> State SWPS IoT Platform
Message Medium	: GPRS

Command Message	
Not Applicable	

Response Message	
Message	**Description**
{	
"VD":12	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
"MAXINDEX":96	maximum index of local storage date
"INDEX":7,	reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server. (in minutes)
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback
"DATE":200518,	local storage date
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU
"POTP":"34123450",	**Previous One Time Password**
"COTP":"34123450",	**Current One Time Password**
"AI11":45.5,	Analog Input – 1
"AI21":45.5,	Analog Input – 2
"AI31":45.5,	Analog Input – 3
"AI41":45.5,	Analog Input – 4

"DI11":1,	Digital Input – 1
"DI21":0,	Digital Input – 2
"DI31":1,	Digital Input – 3
"DI41":0,	Digital Input – 4
"DO11":1,	Digital Output – 1
"DO21":1,	Digital Output – 2
"DO31":1,	Digital Output – 3
"DO41":1	Digital Output – 4
}	

Reaction	
Not Applicable	

Annexure - 7

Message Name	: On Demand Read/Write Parameter/Keyword
Message Format	: JSON
Message Type	: Config
Message Command Flow	: Cloud Server-> RMS
Message Response Flow	: RMS -> Cloud Server
Message Medium	: GPRS

Command Message	
Message	Description
{	
"timestamp":"2018-09-18 17:58:00",	
"type": "config",	
"cmd":"write",	To write config
"msgid":"130",	Server Auto Generated
"APN1": "www"	APN Value for sim1
"USR1": "string"	sim1 user name
"PASS1": "string"	sim1 password
"APN2": "Internet"	APN Value for sim2
"USR2": "string"	Sim2 user name
"PASS2": "string"	Sim2 password
"RESTART":1	To restart DCU, 1 : Execute command
"UPDATEINTERVAL":15	Enter update interval in mins.
"HEARTINTERVAL":5	Heartbeat Update Interval in mins
"URTCDATE":200622	DCU RTC Date (YYMMDD) Update
"URTCTIME":220312	DCU RTC Time (HH:MM:SS) Update - 24 hour format
"UPDATERTC":1	Update RTC, 1: Execute command, 0 : Successful execution
"GSMSYNC":1	RTC auto GSM synchronization, 1: to execute command
"DO1":1	Pump Remote ON/OFF Operation (1-ON, 0-OFF)
"AI1ZERO":1	Engineering Zero Value (4 mA dc) for AI1 E.G. 0(LPM)
"AI1SPAN":100	Engineering Span Value (20 mA dc) for AI1 E.G. 5000(LPM)
"AI2ZERO":1	Engineering Zero Value (4 mA dc) for AI2

"AI2SPAN":100	Engineering Span Value (20 mA dc) for AI2
"AI3ZERO":1	Engineering Zero Value (4 mA dc) for AI3
"AI3SPAN":100	Engineering Span Value (20 mA dc) for AI3
"AI4ZERO":1	Engineering Zero Value (4 mA dc) for AI4
"AI4SPAN":100	Engineering Span Value (20 mA dc) for AI4
"URL":"rms1.kusumiiot.co"	URL of Broker Server
"PORT":8883	Port of Broker Server
"CID":"d:860906045525646$standalonesolarpump$27"	Unique Client id of device
"USERNAME":"860906045525646$standalonesolarpump$27"	Username for device authentication
"PASSWORD":"9e0baa73"	Password for device authentication
"FTPURL": "rms1.kusumiiot.co"	URL for FTP
"FTPUSER":"866191037709301"	Username for FTP
"FTPPASS":"908552f"	Password for FTP
"FTPPORT":22	Port for FTP
"FTPDOWN":1	Download Certificates from ftp 1: To execute command, 0: Command is successfully executed
}	

Response Message	
Message	Description
{	
"timestamp":"2018-09-18 17:58:00",	
"type": "config",	
"cmd":"write",	To write config
"msgid":"130",	Server Auto Generated
"APN1": "www"	APN Value for sim1
"USR1": "string"	sim1 user name
"PASS1": "string"	sim1 password
"APN2": "Internet"	APN Value for sim2
"USR2": "string"	Sim2 user name
"PASS2": "string"	Sim2 password
"RESTART":1	To restart DCU, 1 : Execute command
"UPDATEINTERVAL":15	Enter update interval in mins.
"HEARTINTERVAL":5	Heartbeat Update Interval in mins

"URTCDATE":200622	DCU RTC Date (YYMMDD) Update
"URTCTIME":220312	DCU RTC Time (HH:MM:SS) Update - 24 hour format
"UPDATERTC":1	Update RTC, 1: Execute command, 0 : Successful execution
"GSMSYNC":1	RTC auto GSM synchronization, 1: to execute command
"DO1":1	Pump Remote ON/OFF Operation (1-ON, 0-OFF)
"AI1ZERO":1	Engineering Zero Value (4 mA dc) for AI1 E.G. 0(LPM)
"AI1SPAN":100	Engineering Span Value (20 mA dc) for AI1 E.G. 5000(LPM)
"AI2ZERO":1	Engineering Zero Value (4 mA dc) for AI2
"AI2SPAN":100	Engineering Span Value (20 mA dc) for AI2
"AI3ZERO":1	Engineering Zero Value (4 mA dc) for AI3
"AI3SPAN":100	Engineering Span Value (20 mA dc) for AI3
"AI4ZERO":1	Engineering Zero Value (4 mA dc) for AI4
"AI4SPAN":100	Engineering Span Value (20 mA dc) for AI4
"URL":"rms1.kusumiiot.co"	URL of Broker Server
"PORT":8883	Port of Broker Server
"CID":"d:860906045525646$standalonesolarpump$27"	Unique Client id of device
"USERNAME":"860906045525646$standalonesolarpump$27"	Username for device authentication
"PASSWORD":"9e0baa73"	Password for device authentication
"FTPURL": "rms1.kusumiiot.co"	Url for FTP
"FTPUSER":"866191037709301"	Username for FTP
"FTPPASS":"908552f"	Password for FTP
"FTPPORT":22	Port for FTP
"FTPDOWN":1	Download Certificates from ftp 1: To execute command, 0: Command is successfully executed
}	

Command Message	
Command – B. In case, if some key in command are invalid	
Message	**Description**
{	
"timestamp":"2018-09-18 17:58:00",	
"type":"config",	
"cmd":"write",	to write config
"msgid":"130,	server auto generated
"APNN1": 2	send value "2"
"USR1": "xyz"	send value "xyz"
}	

Response Message	
Message	**Description**
{	
"timestamp":"2018-09-18 17:58:00",	
"type": "config",	
"cmd":"write",	to write config
"msgid":"130",	server auto generated
"APNN1": 0	invalid Key, value will be returned '0'
"USR1": "xyz"	actual value received
}	

Reaction	
Not Applicable	

ANNEXURE-K20- List of Solar Power s with detils viz: Name of Substation, Name of feeders, capacity, Energy requirment, EMD against , PBG against , Requirment of minumum Turn Over, etc.

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant	No. of Ag Feeders	No. of Connections	Total Consumption up to 7.5 HP Eligible for CFA (KWH)	Solar Plant capacity considering eligible CFA (Considering 19% CUF) up to 7.5 HP (MW)	Estimated Project cost (i.e. @Rs. 3.5 Cr per MW) (Rs. In Cr.)	EMD@Rs. 1 Lakh per MW (Rs.)	PBG@Rs. 5 Lakh per MW (Rs.)	Required amount of Minimum average Annual Turn over (Rs)
1	HIMATNAGAR	BHILODA	VIJAYNAGAR	66KV DANTOD SS	UG-FLS-1	5	2292	5892927	3.541	12.392	3,54,057	17,70,286	3,71,76,001
2	HIMATNAGAR	BHILODA	BHILODA-2	66KV KALIDUNGARI SS	UG-FLS-2	4	1390	5927509	3.561	12.465	3,56,135	17,80,674	3,73,94,163
3	HIMATNAGAR	BHILODA	SHAMLAJI & BHILODA-2	66KV KHERADI SS	UG-FLS-3	4	1285	6440609	3.870	13.544	3,86,963	19,34,814	4,06,31,096
4	HIMATNAGAR	BHILODA	BHILODA-1	66KV KISANGADH SS	UG-FLS-4	2	399	2079998	1.250	4.374	1,24,970	6,24,849	1,31,21,832
5	HIMATNAGAR	BHILODA	SHAMLAJI	66KV LAXMANPUARA SS	UG-FLS-5	4	1080	3667183	2.203	7.712	2,20,331	11,01,653	2,31,34,718
6	HIMATNAGAR	BHILODA	BHILODA-1	66KV MALI SS	UG-FLS-6	2	389	1800309	1.082	3.786	1,08,166	5,40,828	1,13,57,393
7	HIMATNAGAR	BHILODA	SHAMLAJI	66KV NAVA BHETALI SS	UG-FLS-7	3	867	2717126	1.632	5.714	1,63,250	8,16,248	1,71,41,204
8	HIMATNAGAR	BHILODA	SHAMLAJI	66KV NAVA VENPUR SS	UG-FLS-8	3	884	2718573	1.633	5.717	1,63,337	8,16,683	1,71,50,334
9	HIMATNAGAR	BHILODA	VIJAYNAGAR	66KV PAL SS	UG-FLS-9	3	1004	2561539	1.539	5.387	1,53,902	7,69,508	1,61,59,671
10	HIMATNAGAR	BHILODA	BHILODA-2	66KV TORDA SS	UG-FLS-10	4	1521	5878100	3.532	12.361	3,53,166	17,65,832	3,70,82,465
11	HIMATNAGAR	BHILODA	BHILODA-1	66KV UBSAL SS	UG-FLS-11	3	717	2945727	1.770	6.194	1,76,984	8,84,921	1,85,83,351
12	HIMATNAGAR	BHILODA	BHILODA-2	66KV VANKANER SS	UG-FLS-12	3	1029	4571042	2.746	9.612	2,74,636	13,73,180	2,88,36,780
13	HIMATNAGAR	BHILODA	VIJAYNAGAR	66KV VIJAYNAGAR SS	UG-FLS-13	3	1312	2120502	1.274	4.459	1,27,403	6,37,017	1,33,77,359
14	HIMATNAGAR	BHILODA	BHILODA-2 & BHILODA-1	66KV ZINZUDI SS	UG-FLS-14	4	1342	3690061	2.217	7.760	2,21,705	11,08,526	2,32,79,043
15	HIMATNAGAR	BHILODA & HIMMATNAGAR	BHILODA-1 & GAMBHOI	66KV CHANDARANI SS	UG-FLS-15	3	901	4746760	2.852	9.982	2,85,193	14,25,967	2,99,45,314

REQUEST FOR SELECTION (RfS)
OF

Solar Power Generator (SPG)

FOR

DESIGN, SURVEY, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE OF GRID CONNECTED FEEDER LEVEL SOLAR POWER PLANTS, ITS ASSOCIATED 11KV LINE AND RMS OF SOLAR POWER PLANT FOR 25 YEARS

THROUGH

RESCO MODE

FOR

SOLARIZATION OF VARIOUS 11KV FEEDERS OF ASSOCIATED 66/11KV SUBSTATIONS IN UGVCL

UNDER

PM-KUSUM – COMPONENT-C
FEEDER LEVEL SOLARIZATION

The Chief Engineer (P&P)
Uttar Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042906,
Regd. & Corporate Office, Visnagar road,
MEHSANA-384001, GUJARAT-INDIA
Web: www.ugvcl.com, Email: cepp@ugvcl.com

Notice Inviting RfS
No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-04 DT: 28-06-2022

As authorized by the Gujarat Urja Vikas Nigam Ltd. (GUVNL), the State Implementing Agency (SIA) for Component-C of PM-KUSUM Scheme in the Gujarat State, the Chief Engineer (P&P)-UGVCL **invites 'On-line'** Request for Selection (RfS) of Solar Power Generator (SPG) for Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of Solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

RfS documents may be down loaded from web site **https:// UGVCL.nprocure.com** (For view, down load and on line submission) **and** UGVCL's web sites **www.UGVCL.com**for view & down load only). (To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe "website.)

RfS bid offer is required to be submitted by ***online mode only in electronic form on website https:// UGVCL.nprocure.com***(i.e. under preliminary, technical and price offer stage of online) ***except*** **documents (**as mentioned in the SECTION-C –KEY BID DATA, clause no.:7**) to be submitted physically in sealed Main cover containing separate covers for "EMD & EOI Document fee Documents cover"** and **"Technical Offer documents cover"** separately **by Registered Post A.D. or Speed Post addressed to** :-

The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd., Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

"NO COURIER SERVICE OR HAND DELIVERY" will be allowed.

RfS Schedule: -

1	NIT /RfS No.	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-4
2	NIT Issue Date	**28-06-2022**
3	Bidding portal	https://UGVCL.nprocure.com
4	Project:-	Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of Solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).
5	Tender/Rfs Document fee	Rs. 10000+ 1800/- (GST @18%)= Rs. 11800/- Rupees Eleven Thousand Eight hundred only
6	EMD	Bidder need to submit EMD in the prescribed format Bidders shall require to pay separate EMD amount indicated against separate individual Solar plants to participate in the bidding of that concerned separate individual Solar plant(s).
7	Pre-bid meeting	**Date and timing: 07-07-2022** at 12:00 AM **Venue: UGVCL Corporate Office, Conference Hall Mehsana.** (The Agency who wants to attend the pre-bid meeting is

		requested to intimate us with comment/feedback at least two day in advance prior to pre-bid meeting by e-mail only on sesolar@ugvcl.com, eesolar@ugvcl.com
8	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	**Date: 19/07/2022 Up to 18.00 hours**
9	Last date of Physical submission of relevant Rfs Documents (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	**Date: 22/07/2022 up to 17.00 hours**
10	Date of opening of Rfs Document Fee & EMD Cover Documents physical as well as online opening of preliminary offer (if possible)	**Date: 25/07/2022 at 11.00 hours**
11	Date of opening of Technical offer document physical as well as online Technical stage (if possible)	**Date: 27/07/2022 at 11.00 hours**
12	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	**Date: 04/08/2022 at 11.00 hours**
13	Reverse e-auction	**Date of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal, if required for the respective Solar plants.**

UGVCL GSTIN No: 24AAACU6551F1ZI

- **Every bidder has to inform their GSTIN No. at the time of payment of applicable fees**

AS PER THE NOTICE OF THE INVITATION OF RfS DOCUMENT (NEWS PAPER ADVERTISEMENT), THE RfS DOCUMENT IS INVITED BY ***e-tender (ON – LINE) SYSTEM***, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY.

[A] All the relevant documents as per cl no 7 of Key Bid Data of RfS Document are required to be submitted physically in sealed Main cover containing separate covers for "Bid declaration & Tender fee Documents cover" and "Technical Offer documents cover" separately (This cover shall be super scribe **"TENDER for FEEDER LEVEL SOLARIZATION UNDER PM-KUSUM-C"** only, on OR before due date and time. All such documents should be strictly submitted by RPAD/Speed post only, otherwise the offer will not be considered and no any further communication in the matter will be entertained.

[B] The documents other than mentioned in **Section-C KFY Bid Data** and documents mentioned in general and commercial terms and conditions of RfS Document are required ***to be uploaded in technical stage of online EOI Document and submitted physically in "Technical Offer documents cover"***. In case of not uploading of required document in online offer or uploading of wrong document or not submitting physically in **"Technical Offer documents cover"**, offer may not be considered for technical evaluation. However, the Bidder SPG may upload additional documents, broachers, technical / other information etc., if desires.

[C] Bidder SPGs are requested to submit price – offer (financial bid) in on-line (e-RfS electronic form)

only and not to submit the price offer in physical form. This is mandatory. If price offer is submitted in physical form, the bid/RfS offer will be summarily rejected.

[D] It is mandatory for all the Agencies to submit their RfS documents by both forms viz. on – line (e – RfS Document) and physically in schedule time. If RfS documents are submitted in only any one form, say either by on line or physically, in that case the same EOI Document will not be considered.

[E] UGVCL at its sole discretion may ask additional clarification or information or documents from the Agency who are found to be eligible in main pre-qualification criteria.

Note:-Bidder should be familiar with websites https://UGVCL.nprocure.com & www.UGVCL.com for information regarding revision/corrigendum/Amendment in RfS Document till due date of online submission and thereafter. No separate information shall be sent in this regard and also not publish in newspaper.

Any technical questions, information and clarifications that may be required pertaining to this EOI should be referred to: **The Chief Engineer(P&P), Uttar Gujarat Vij Company Ltd., Regd. & Corporate Office, Visnagar road, MEHSANA-384001, (Gujarat)**

e-Mail:- cepp@ugvcl.com with a copy to aceproject@ugvcl.com & sesolar@ugvcl.com

UGVCL reserves the right to reject any OR all RfS Documents/offers without assigning any reasons thereof.

For and on behalf of UGVCL

Chief Engineer (P&P)

ANNEXURE-K20- List of Solar Power s with detils viz: Name of Substation, Name of feeders, capacity, Energy requirment, EMD against , PBG against , Requirment of minumum Turn Over, etc.

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant	No. of Ag Feeders	No. of Connections	Total Consumption up to 7.5 HP Eligible for CFA (KWH)	Solar Plant capacity considering eligible CFA (Considering 19% CUF) up to 7.5 HP (MW)	Estimated Project cost (i.e. @Rs. 3.5 Cr per MW) (Rs. In Cr.)	EMD@Rs. 1 Lakh per MW (Rs.)	PBG@Rs. 5 Lakh per MW (Rs.)	Required amount of Minimum average Annual Turn over (Rs)
1	HIMATNAGAR	MODASA	MODASA TOWN	66KV DUGARWADA SS	UG-FLS-16	3	1164	6163497	3.703	12.961	3,70,313	18,51,567	3,88,82,913
2	HIMATNAGAR	MODASA	MALPUR	66KV HELODAR SS	UG-FLS-17	4	930	3669081	2.204	7.716	2,20,445	11,02,223	2,31,46,688
3	HIMATNAGAR	MODASA	MEGHRAJ-2	66KV KASANA SS	UG-FLS-18	3	835	2617808	1.573	5.505	1,57,282	7,86,412	1,65,14,653
4	HIMATNAGAR	MODASA	MEGHRAJ-1	66KV KERAI SS	UG-FLS-19	3	1095	1633474	0.981	3.435	98,142	4,90,710	1,03,04,903
5	HIMATNAGAR	MODASA	MODASA RURAL	66KV LIMBHOI SS	UG-FLS-20	4	788	4072617	2.447	8.564	2,44,690	12,23,449	2,56,92,430
6	HIMATNAGAR	MODASA	MALPUR	66KV LIMBODARA SS	UG-FLS-21	1	352	1729857	1.039	3.638	1,03,933	5,19,664	1,09,12,943
7	HIMATNAGAR	MODASA	MALPUR	66KV MALPUR SS (1)	UG-FLS-22	1	675	3719006	2.234	7.821	2,23,444	11,17,221	2,34,61,646
8	HIMATNAGAR	MODASA	MALPUR	66KV MALPUR SS (2)	UG-FLS-23	2	865	4976883	2.990	10.466	2,99,020	14,95,098	3,13,97,060
9	HIMATNAGAR	MODASA	MALPUR	66KV MALPUR SS (3)	UG-FLS-24	2	926	4515689	2.713	9.496	2,71,310	13,56,552	2,84,87,584
10	HIMATNAGAR	MODASA	MEGHRAJ-1 & MEGHRAJ-2	66KV MEGHRAJ SS (1)	UG-FLS-25	3	747	3311685	1.990	6.964	1,98,972	9,94,859	2,08,92,030
11	HIMATNAGAR	MODASA	MEGHRAJ-1	66KV MEGHRAJ SS (2)	UG-FLS-26	2	621	4124000	2.478	8.672	2,47,777	12,38,885	2,60,16,583
12	HIMATNAGAR	MODASA	MEGHRAJ-1	66KV MEGHRAJ SS (3)	UG-FLS-27	3	1437	3470305	2.085	7.298	2,08,502	10,42,509	2,18,92,699
13	HIMATNAGAR	MODASA	MODASA RURAL & MODASA TOWN	66KV MODASA SS (1)	UG-FLS-28	4	885	4062465	2.441	8.543	2,44,080	12,20,399	2,56,28,383
14	HIMATNAGAR	MODASA	MODASA TOWN	66KV MODASA SS (2)	UG-FLS-29	1	649	3411600	2.050	7.174	2,04,975	10,24,874	2,15,22,351
15	HIMATNAGAR	MODASA	TINTOI	66KV NANISROL SS (1)	UG-FLS-30	3	808	4597921	2.763	9.669	2,76,251	13,81,255	2,90,06,352
16	HIMATNAGAR	MODASA	TINTOI	66KV NANISROL SS (2)	UG-FLS-31	2	682	3473072	2.087	7.303	2,08,668	10,43,341	2,19,10,152
17	HIMATNAGAR	MODASA	MEGHRAJ-2 & SHAMLAJI	66KV NAVAGAM SS	UG-FLS-32	5	1132	4539646	2.727	9.546	2,72,750	13,63,749	2,86,38,720
18	HIMATNAGAR	MODASA	MALPUR & MEGHRAJ-1	66KV RAMGADHI SS (1)	UG-FLS-33	2	884	4561821	2.741	9.593	2,74,082	13,70,410	2,87,78,611
19	HIMATNAGAR	MODASA	MEGHRAJ-1 & MALPUR	66KV RAMGADHI SS (2)	UG-FLS-34	4	1332	3483513	2.093	7.325	2,09,295	10,46,477	2,19,76,021
20	HIMATNAGAR	MODASA	MEGHRAJ-2 & TINTOI	66KV SHANGAL SS	UG-FLS-35	2	645	2295101	1.379	4.826	1,37,894	6,89,468	1,44,78,826
21	HIMATNAGAR	MODASA	MODASA RURAL	66KV SHINAWAD SS (1)	UG-FLS-36	4	1075	5183195	3.114	10.900	3,11,415	15,57,076	3,26,98,597
22	HIMATNAGAR	MODASA	MODASA RURAL & MEGHRAJ-1	66KV SHINAWAD SS (2)	UG-FLS-37	3	1233	5533937	3.325	11.637	3,32,488	16,62,442	3,49,11,280
23	HIMATNAGAR	MODASA & TALOD	MALPUR & SATHAMBA	66KV ANIYOR SS	UG-FLS-38	3	1011	4658184	2.799	9.796	2,79,872	13,99,358	2,93,86,522

REQUEST FOR SELECTION (RfS)
OF

Solar Power Generator (SPG)

FOR

DESIGN, SURVEY, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE OF GRID CONNECTED FEEDER LEVEL SOLAR POWER PLANTS, ITS ASSOCIATED 11KV LINE AND RMS OF SOLAR POWER PLANT FOR 25 YEARS

THROUGH

RESCO MODE

FOR

SOLARIZATION OF VARIOUS 11KV FEEDERS OF ASSOCIATED 66/11KV SUBSTATIONS IN UGVCL

UNDER

PM-KUSUM – COMPONENT-C
FEEDER LEVEL SOLARIZATION

The Chief Engineer (P&P)
Uttar Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042906,
Regd. & Corporate Office, Visnagar road,
MEHSANA-384001, GUJARAT-INDIA
Web: www.ugvcl.com, Email: cepp@ugvcl.com

Notice Inviting RfS
No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/ TN-05 DT: 28-06-2022

As authorized by the Gujarat Urja Vikas Nigam Ltd. (GUVNL), the State Implementing Agency (SIA) for Component-C of PM-KUSUM Scheme in the Gujarat State, the Chief Engineer (P&P)-UGVCL **invites 'On-line'** Request for Selection (RfS) of Solar Power Generator (SPG) for Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of Solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C - feeder level Solarization (FLS).

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RfS bid offer is required to be submitted by ***online mode only in electronic form on website*** *https:// UGVCL.nprocure.com*(i.e. under preliminary, technical and price offer stage of online) ***except*** **documents** (as mentioned in the SECTION-C –KEY BID DATA, clause no.:7) **to be submitted physically in sealed Main cover containing separate covers for "EMD & EOI Document fee Documents cover" and "Technical Offer documents cover"** separately **by Registered Post A.D. or Speed Post addressed to** :-

The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd., Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

"NO COURIER SERVICE OR HAND DELIVERY" will be allowed.

RfS Schedule: -

1	NIT /RfS No.	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-5
2	NIT Issue Date	**28-06-2022**
3	Bidding portal	https://UGVCL.nprocure.com
4	Project:-	Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of Solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).
5	Tender/Rfs Document fee	Rs. 10000+ 1800/- (GST @18%)= Rs. 11800/- Rupees Eleven Thousand Eight hundred only
6	EMD	Bidder need to submit EMD in the prescribed format Bidders shall require to pay separate EMD amount indicated against separate individual Solar plants to participate in the bidding of that concerned separate individual Solar plant(s).
7	Pre-bid meeting	Date and timing: **07-07-2022 at 12:00 AM** **Venue: UGVCL Corporate Office, Conference Hall Mehsana.** (The Agency who wants to attend the pre-bid meeting is

		requested to intimate us with comment/feedback at least two day in advance prior to pre-bid meeting by e-mail only on sesolar@ugvcl.com, eesolar@ugvcl.com
8	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	**Date: 19/07/2022 Up to 18.00 hours**
9	Last date of Physical submission of relevant Rfs Documents (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	**Date: 22/07/2022 up to 17.00 hours**
10	Date of opening of Rfs Document Fee & EMD Cover Documents physical as well as online opening of preliminary offer (if possible)	**Date: 25/07/2022 at 11.00 hours**
11	Date of opening of Technical offer document physical as well as online Technical stage (if possible)	**Date: 27/07/2022 at 11.00 hours**
12	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	**Date: 04/08/2022 at 11.00 hours**
13	Reverse e-auction	**Date of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal, if required for the respective Solar plants.**

UGVCL GSTIN No: 24AAACU6551F1ZI

- **Every bidder has to inform their GSTIN No. at the time of payment of applicable fees**

AS PER THE NOTICE OF THE INVITATION OF RfS DOCUMENT (NEWS PAPER ADVERTISEMENT), THE RfS DOCUMENT IS INVITED BY ***e-tender (ON – LINE) SYSTEM***, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY.

[A] All the relevant documents as per cl no 7 of Key Bid Data of RfS Document are required to be submitted physically in sealed Main cover containing separate covers for "**Bid declaration & Tender fee Documents cover**" and "**Technical Offer documents cover**" separately (This cover shall be super scribe "**TENDER for FEEDER LEVEL SOLARIZATION UNDER PM-KUSUM-C**" only, on OR before due date and time. All such documents should be strictly submitted by RPAD/Speed post only, otherwise the offer will not be considered and no any further communication in the matter will be entertained.

[B] The documents other than mentioned in **Section-C KEY Bid Data** and documents mentioned in general and commercial terms and conditions of RfS Document are required ***to be uploaded in technical stage of online EOI Document and submitted physically in*** "**Technical Offer documents cover**". In case of not uploading of required document in online offer or uploading of wrong document or not submitting physically in "**Technical Offer documents cover**", offer may not be considered for technical evaluation. However, the Bidder SPG may upload additional documents, broachers, technical / other information etc., if desires.

[C] **Bidder SPGs are requested to submit price – offer (financial bid) in on-line (e-RfS electronic form)**

only and not to submit the price offer in physical form. This is mandatory. If price offer is submitted in physical form, the bid/RfS offer will be summarily rejected.

[D] It is mandatory for all the Agencies to submit their RfS documents by both forms viz. on – line (e – RfS Document) and physically in schedule time. If RfS documents are submitted in only any one form, say either by on line or physically, in that case the same EOI Document will not be considered.

[E] UGVCL at its sole discretion may ask additional clarification or information or documents from the Agency who are found to be eligible in main pre-qualification criteria.

Note:-Bidder should be familiar with websites https://UGVCL.nprocure.com & www.UGVCL.com for information regarding revision/corrigendum/Amendment in RfS Document till due date of online submission and thereafter. No separate information shall be sent in this regard and also not publish in newspaper.

Any technical questions, information and clarifications that may be required pertaining to this EOI should be referred to: **The Chief Engineer(P&P), Uttar Gujarat Vij Company Ltd., Regd. & Corporate Office, Visnagar road, MEHSANA-384001, (Gujarat)**

e-Mail:- cepn@ugvcl.com with a copy to aceproject@ugvcl.com & sesolar@ugvcl.com

UGVCL reserves the right to reject any OR all RfS Documents/offers without assigning any reasons thereof.

For and on behalf of UGVCL

Chief Engineer (P&P)

ANNEXURE-k20- List of Solar Power s with detils viz: Name of Substation, Name of feeders, capacity, Energy requirment, EMD against , PBG against , Requirment of minumum Turn Over, etc.

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant	No. of Ag Feeders	No. of Connections	Total Consumption up to 7.5 HP Eligible for CFA (KWH)	Solar Plant capacity considering eligible CFA (Considering 19% CUF) up to 7.5 HP (MW)	Estimated Project cost (i.e. @Rs. 3.5 Cr per MW) (Rs. In Cr.)	EMD@Rs. 1 Lakh per MW (Rs.)	PBG@Rs. 5 Lakh per MW (Rs.)	Required amount of Minimum average Annual Turn over (Rs)
1	HIMATNAGAR	HIMATNAGAR	HIMATNAGAR RURAL	66KV DEMAI SS	UG-FLS-39	2	290	1986650	1.194	4.178	1,19,361	5,96,807	1,25,32,940
2	HIMATNAGAR	HIMATNAGAR	GAMBHOI	66KV HMT-2 SS	UG-FLS-40	1	332	2230573	1.340	4.691	1,34,017	6,70,083	1,40,71,747
3	HIMATNAGAR	HIMATNAGAR	HIMATNAGAR RURAL	66KV KANIYOL SS	UG-FLS-41	2	601	3630681	2.181	7.635	2,18,138	10,90,688	2,29,04,438
4	HIMATNAGAR	HIMATNAGAR	GAMBHOI	66KV RAYGADH	UG-FLS-42	3	1043	5623146	3.378	11.825	3,37,848	16,89,241	3,54,74,066
5	HIMATNAGAR	HIMATNAGAR	GAMBHOI	66KV RUPAL SS	UG-FLS-43	2	525	2924126	1.757	6.149	1,75,686	8,78,432	1,84,47,082
6	HIMATNAGAR	IDAR	KHEDBRAHMA	66KV DIDHIYA SS	UG-FLS-44	3	747	2061915	1.239	4.336	1,23,883	6,19,417	1,30,07,757
7	HIMATNAGAR	IDAR	KHEROJ	66KV GOLWADA SS	UG-FLS-45	4	1153	5881083	3.533	12.367	3,53,346	17,66,728	3,71,01,280
8	HIMATNAGAR	IDAR	KHEDBRAHMA	66KV HINGATIYA SS	UG-FLS-46	2	704	2064252	1.240	4.341	1,24,024	6,20,119	1,30,22,497
9	HIMATNAGAR	IDAR	KHEDBRAHMA	66KV KHEDBRAHMA SS	UG-FLS-47	3	701	2593218	1.558	5.453	1,55,805	7,79,025	1,63,59,520
10	HIMATNAGAR	IDAR	KHEROJ	66KV POSHINA SS	UG-FLS-48	3	1238	2933495	1.762	6.169	1,76,249	8,81,247	1,85,06,185
11	HIMATNAGAR	TALOD	BAYAD	66KV BAYAD SS	UG-FLS-49	2	3052	6137111	3.687	12.905	3,68,728	18,43,641	3,87,16,453
12	HIMATNAGAR	TALOD	CHOILA	66KV NIRMALI SS	UG-FLS-50	1	199	2472542	1.486	5.199	1,48,555	7,42,773	1,55,98,226
13	HIMATNAGAR	TALOD	DHANSURA	66KV RAHIYOL SS	UG-FLS-51	2	507	1994870	1.199	4.195	1,19,855	5,99,276	1,25,84,799

Save Energy for Benefit of Self and Nation

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-1

Corrigendum in the Terms condition of the RFS & Extension of due date of submission

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-3 Dated:27.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

Sr. No	Clause/ Para No.	page no.	Existing terms	Amended terms
1	C1	13	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with **indigenous solar cells and modules.**	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. **It will be mandatory to use domestically manufactured solar modules from ALMM only.**
2	D1. 1.1.2	18	It will be mandatory to use indigenously manufactured solar panels with **indigenous solar cells and modules.** To ensure the same, submission of authorization or **DCR certificates from Indian cell** supplier(s) will be mandatory. Domestic manufacturing of **solar cells** and panels will also be ensured through inspection and verification at module manufacturing unit of the respective OEM. If required, MNRE/ GUVNL/UGVCL may conduct its independent inspection or verification to ensure domestic manufacturing requirement. An undertaking is required to be submitted by the SPG complying that only indigenously manufactured solar panels with **indigenous solar cells and modules** are used in this project of FLS to UGVCL.	**It will be mandatory to use domestically manufactured solar modules from ALMM only.** An undertaking is required to be submitted by the SPG complying that only domestically manufactured Solar modules from ALMM only are used in this project of FLS to UGVCL

Date: **Signature & Seal of the Tenderer**

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

3	D1. 1.1.7	19	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with **domestically manufactured Cell** with its amendments issued by MNRE time to time.	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with its amendments issued by MNRE time to time.
4	Annexure-K18 PPA 4.6 4.6.1	16	All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with **indigenous solar cells and modules**.	All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. **It will be mandatory to use domestically manufactured solar modules from ALMM only.**
5	Annexure-K18 PPA	3	**H.** The parties have agreed to execute this Power Purchase Agreement in terms of the RfS and the Letter of Award in regard to the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant having capacity of **1.125 MW**, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of _____ 11kV feeders of associated _____66/11kV substation in under PMKUSUM scheme – Component C (feeder level solarization) Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows	**H.** The parties have agreed to execute this Power Purchase Agreement in terms of the RfS and the Letter of Award in regard to the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant having capacity of _____ **MW**, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of _____ 11kV feeders of associated _____66/11kV substation in under PMKUSUM scheme – Component C (feeder level solarization) Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows
6	Annexure-K18 PPA 4.9 4.9.1	17	The excess generation beyond **17% CUF** by the SPG equal to this generation loss shall be procured by at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	The excess generation beyond **19% CUF** by the SPG equal to this generation loss shall be procured by at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

Date: **Signature & Seal of the Tenderer**

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

7	Annexure-K7		Annexure-K7	Annexure-K7 is not require to be submitted with Tender but successful SPG shall require to submit before PPA

Other Terms and conditions of RFS remained unchanged.

RFS Schedule dates are amended as under :

1	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date : 26.07.2022 Up to 18.00 Hrs.
2	Last date of Physical submission of relevant Rfs Documents (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	Date : 29.07.2022 Up to 17.00 Hrs.
3	Date of opening of Rfs Document Fee & EMD Cover Documents physical as well as online opening of preliminary offer (if possible)	Date : 30.07.2022 at 11.00 Hrs.
4	Date of opening of Technical offer document physical as well as online Technical stage (if possible)	Date : 02.08.2022 at 11.00 Hrs.
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date : 12.08.2022 at 11.00 Hrs.

This amendment is to be duly signed and sealed and to be submitted along with technical bid.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: **Signature & Seal of the Tenderer**

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: cepp@ugvcl.com

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-1

Corrigendum in the Terms condition of the RFS & Extension of due date of submission

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-4 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

Sr. No	Clause/ Para No.	page no.	Existing terms	Amended terms
1	C1	13	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with **indigenous solar cells and modules.**	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. **It will be mandatory to use domestically manufactured solar modules from ALMM only.**
2	D1. 1.1.2	18	It will be mandatory to use indigenously manufactured solar panels with **indigenous solar cells and modules**. To ensure the same, submission of authorization or DCR certificates **from Indian cell** supplier(s) will be mandatory. Domestic manufacturing of solar cells and panels will also be ensured through inspection and verification at module manufacturing unit of the respective OEM. If required, MNRE/ GUVNL/UGVCL may conduct its independent inspection or verification to ensure domestic manufacturing requirement. An undertaking is required to be submitted by the SPG complying that only indigenously manufactured solar panels with **indigenous solar cells and modules** are used in this project of FLS to UGVCL.	**It will be mandatory to use domestically manufactured solar modules from ALMM only.** An undertaking is required to be submitted by the SPG complying that only domestically manufactured Solar modules from ALMM only are used in this project of FLS to UGVCL

Date: **Signature & Seal of the Tenderer**

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

3	D1. 1.1.7	19	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with **domestically manufactured Cell** with its amendments issued by MNRE time to time.	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with its amendments issued by MNRE time to time.
4	Annexure-K18 PPA 4.6 4.6.1	16	All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with **indigenous solar cells and modules.**	All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. **It will be mandatory to use domestically manufactured solar modules from ALMM only.**
5	Annexure-K18 PPA	3	**H.** The parties have agreed to execute this Power Purchase Agreement in terms of the RfS and the Letter of Award in regard to the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant having capacity of **1.125 MW**, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of _____ 11kV feeders of associated _____66/11kV substation in under PMKUSUM scheme – Component C (feeder level solarization) Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows	**H.** The parties have agreed to execute this Power Purchase Agreement in terms of the RfS and the Letter of Award in regard to the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant having capacity of _____ **MW**, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of _____ 11kV feeders of associated _____66/11kV substation in under PMKUSUM scheme – Component C (feeder level solarization) Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows
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Date: **Signature & Seal of the Tenderer**

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042806
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

7	Annexure-K7		**Annexure-K7**	Annexure-K7 is not require to be submitted with Tender but successful SPG shall require to submit before PPA

Other Terms and conditions of RFS remained unchanged.

RFS Schedule dates are amended as under :

1	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date : 26.07.2022 Up to 18.00 Hrs.
2	Last date of Physical submission of relevant Rfs Documents (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	Date : 29.07.2022 Up to 17.00 Hrs.
3	Date of opening of Rfs Document Fee & EMD Cover Documents physical as well as online opening of preliminary offer (if possible)	Date : 30.07.2022 at 11.00 Hrs.
4	Date of opening of Technical offer document physical as well as online Technical stage (if possible)	Date : 02.08.2022 at 11.00 Hrs.
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date : 12.08.2022 at 11.00 Hrs.

This amendment is to be duly signed and sealed and to be submitted along with technical bid.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: **Signature & Seal of the Tenderer**

Save Energy for Benefit of Self and Nation

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-1

Corrigendum in the Terms condition of the RFS & Extension of due date of submission

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-5 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

Sr. No	Clause/ Para No.	page no.	Existing terms	Amended terms
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Date: **Signature & Seal of the Tenderer**

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: cepp@ugvcl.com

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
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3	D1. 1.1.7	19	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with **domestically manufactured Cell** with its amendments issued by MNRE time to time.	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with its amendments issued by MNRE time to time.
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5	Annexure-K18 PPA	3	H. The parties have agreed to execute this Power Purchase Agreement in terms of the RfS and the Letter of Award in regard to the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant having capacity of **1.125 MW**, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of _____ 11kV feeders of associated _____66/11kV substation in under PMKUSUM scheme – Component C (feeder level solarization) Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows	H. The parties have agreed to execute this Power Purchase Agreement in terms of the RfS and the Letter of Award in regard to the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant having capacity of _____ **MW**, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of _____ 11kV feeders of associated _____66/11kV substation in under PMKUSUM scheme – Component C (feeder level solarization) Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows
6	Annexure-K18 PPA 4.9 4.9.1	17	The excess generation beyond **17% CUF** by the SPG equal to this generation loss shall be procured by at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.	The excess generation beyond **19% CUF** by the SPG equal to this generation loss shall be procured by at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

Date: **Signature & Seal of the Tenderer**

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042806
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

7	Annexure-K7		**Annexure-K7**	Annexure-K7 is not require to be submitted with Tender but successful SPG shall require to submit before PPA

Other Terms and conditions of RFS remained unchanged.

RFS Schedule dates are amended as under :

1	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date : 26.07.2022 Up to 18.00 Hrs.
2	Last date of Physical submission of relevant Rfs Documents (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	Date : 29.07.2022 Up to 17.00 Hrs.
3	Date of opening of Rfs Document Fee & EMD Cover Documents physical as well as online opening of preliminary offer (if possible)	Date : 30.07.2022 at 11.00 Hrs.
4	Date of opening of Technical offer document physical as well as online Technical stage (if possible)	Date : 02.08.2022 at 11.00 Hrs.
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date : 12.08.2022 at 11.00 Hrs.

This amendment is to be duly signed and sealed and to be submitted along with technical bid.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: **Signature & Seal of the Tenderer**

Save Energy for Benefit of Self and Nation

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-2

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-3 Dated:27.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-3
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:26.07.2022 up to 18.00 Hrs is extended up to Dtd.02.08.2022 Up to 18.00 Hr
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 29.07.2022 up to 17:00 Hrs is extended up to Dtd.05.08.2022 Up to 17.00 Hrs
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 30.07.2022 at 11.00 Hrs is extended up to Dtd.08.08.2022 at 11.00 Hrs
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 02.08.2022 at 11.00 Hrs is extended up to Dtd. 10.08.2022 at 11.00 Hrs
6	Tentative Date of on – line **opening of financial "Tariff bid" (Price bid)** (tentative if possible)	Date: 12.08.2022 at 11.00 Hrs is extended up to Dtd.20.08.2022 at 11.00 Hrs

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: aceproject@ugvcl.com

Save Energy for Benefit of Self and Nation

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-2

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-4 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-4
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:26.07.2022 up to 18.00 Hrs is extended up to **Dtd.02.08.2022 Up to 18.00 Hr**
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 29.07.2022 up to 17:00 Hrs is extended up to **Dtd.05.08.2022 Up to 17.00 Hrs**
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 30.07.2022 at 11.00 Hrs is extended up to **Dtd.08.08.2022 at 11.00 Hrs**
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 02.08.2022 at 11.00 Hrs is extended up to **Dtd. 10.08.2022 at 11.00 Hrs**
6	Tentative Date of on - line **opening of financial "Tariff bid" (Price bid)** (tentative, if possible)	Date: 12.08.2022 at 11.00 Hrs is extended up to **Dtd.20.08.2022 at 11.00 Hrs**

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: aceproject@ugvcl.com

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UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-2

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-5 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-5
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:26.07.2022 up to 18.00 Hrs is extended up to **Dtd.02.08.2022 Up to 18.00 Hr**
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 29.07.2022 up to 17:00 Hrs is extended up to **Dtd.05.08.2022 Up to 17.00 Hrs**
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 30.07.2022 at 11.00 Hrs is extended up to **Dtd.08.08.2022** at 11.00 Hrs
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 02.08.2022 at 11.00 Hrs is extended up to **Dtd. 10.08.2022** at 11.00 Hrs
6	Tentative Date of on – line **opening of financial "Tariff bid" (Price bid)** (tentative, if possible)	Date: 12.08.2022 at 11.00 Hrs is extended up to **Dtd.20.08.2022** at 11.00 Hrs

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Save Energy for Benefit of Self and Nation

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-3

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-3 Dated:27.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-3
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:02.08.2022 up to 18.00 Hrs is extended up to **Dtd.10.08.2022** Up to 18.00 Hr
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 05.08.2022 up to 17:00 Hrs is extended up to **Dtd.18.08.2022 Up to 17.00 Hrs**
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 08.08.2022 at 11.00 Hrs is extended up to **Dtd.20.08.2022 at 11.00 Hrs**
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 10.08.2022 at 11.00 Hrs is extended up to **Dtd. 23.08.2022** at 11.00 Hrs
6	Tentative Date of on - line **opening of financial "Tariff bid" (Price bid)** (tentative, if possible)	Date: 20.08.2022 at 11.00 Hrs is extended up to **Dtd.30.08.2022** at 11.00 Hrs

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: aceproject@ugvcl.com

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-3

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-4 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-4
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:02.08.2022 up to 18.00 Hrs is extended up to **Dtd.10.08.2022 Up to 18.00 Hr**
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 05.08.2022 up to 17:00 Hrs is extended up to **Dtd.18.08.2022 Up to 17.00 Hrs**
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 08.08.2022 at 11.00 Hrs is extended up to **Dtd.20.08.2022 at 11.00 Hrs**
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 10.08.2022 at 11.00 Hrs is extended up to **Dtd. 23.08.2022 at 11.00 Hrs**
6	Tentative Date of on – line **opening of financial "Tariff bid" (Price bid)** (tentative, if possible)	Date: 20.08.2022 at 11.00 Hrs is extended up to **Dtd.30.08.2022 at 11.00 Hrs**

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: aceproject@ugvcl.com

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Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-3

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-5 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-5
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:02.08.2022 up to 18.00 Hrs is extended up to **Dtd.10.08.2022 Up to 18.00 Hr**
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 05.08.2022 up to 17:00 Hrs is extended up to **Dtd.18.08.2022 Up to 17.00 Hrs**
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 08.08.2022 at 11.00 Hrs is extended up to **Dtd.20.08.2022 at 11.00 Hrs**
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 10.08.2022 at 11.00 Hrs is extended up to **Dtd. 23.08.2022 at 11.00 Hrs**
6	Tentative Date of on – line opening of **financial "Tariff bid" (Price bid)** (tentative, if possible)	Date: 20.08.2022 at 11.00 Hrs is extended up to **Dtd.30.08.2022 at 11.00 Hrs**

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: aceproject@ugvcl.com

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Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-4

Corrigendum in the Terms condition of the RFS

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-3 Dated:27.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

Sr. No	Clause/ Para No.	page no.	Existing terms	Amended terms
1	E1 1.3 & Annx -K8 3	26, 69	The Bidder must have the required GST Registration. In case of JV, all the members must fulfill this requirement..	The Bidder must have the required GST Registration. In case of JV, all the members must fulfil this requirement. If one of the partners is new, then new partner should have applied for GST Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid GST Number. Bidder is responsible to submit GST number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so,EMD of the bidder will be forfeited and bid will be ineligible for any further processing.

Date: **Signature & Seal of the Tenderer**

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: cepp@ugvcl.com

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

2	E1 1.4 & Annx -K8 4	26, 69	The Bidder must have valid PAN Number. In case of JV, all the members must fulfil this requirement.	The Bidder must have valid PAN Number. If one of the partners is new, then new partner should have applied for PAN Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid PAN Number. Bidder is responsible to submit PAN number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so, EMD of the bidder will be forfeited and bid will be ineligible for any further processing
3	E2 1.2 1.2.1 & Annx -K9 2.1	28, 71	The Bidder should have positive net worth for each of the last three Financial Years (FY19 20, FY 20- 21 & FY21-22). In case of JV, all the members must fulfil this requirement.	The Bidder should have positive net worth for each of the last three Financial Years (FY:19-20, FY:20-21 & FY:21-22). In case of JV, at least one member must fulfil this requirement. In case of JV, if firm is new, it's Net worth and turnover will be considered as a zero for preceding years.
4	E2 1.1 1.1.1 & Annx -K9 1.1	28, 71	Bidder shall have experience of execution of supply, installation and commissioning of grid connected solar power plants with cumulative capacity of 1 MWp considering capacity of individual solar plants of 10 kWp or more, during last five years with any govt. or private organization in India. In case of JV, all the partners of the JV shall collectively meet thistechnical criteria.	Bidder shall have experience of execution of supply, installation and commissioning of grid connected solar power plants with cumulative capacity of 1 MWp considering capacity of individual solar plants of 10 kWp or more, during last five years with any govt. or private organization in India. In case of JV, all the partners of the JV shall collectively meet this technical criteria. In case of JV, if one partner is new, it's experience will be considered as a zero for preceding years.
5	G7 7.2 7.2.12	39	e-reverse auction TENTATIVE process (may be revised by UGVCL during intimation of the electronic reverse auction portal): (a) At least seven day prior to e-	e-reverse auction TENTATIVE process (may be revised by UGVCL during intimation of the electronic reverse auction portal): (a) At least one day prior to e-reverse auction, an advance intimation regarding the date and time of the e-reverse auction will be sent by email to

Date: **Signature & Seal of the Tenderer**

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

			reverse auction, an advance intimation regarding the date and time of the e-reverse auction will be sent by email to all such qualified bidders which are identified by UGVCL as per the above stipulated conditions.	all such qualified bidders which are identified by UGVCL as per the above stipulated conditions.

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: **Signature & Seal of the Tenderer**

Save Energy for Benefit of Self and Nation

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-4

Corrigendum in the Terms condition of the RFS

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-4 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

Sr. No	Clause/ Para No.	page no.	Existing terms	Amended terms
1	E1 1.3 & Annx -K8 3	26, 69	The Bidder must have the required GST Registration. In case of JV, all the members must fulfill this requirement..	The Bidder must have the required GST Registration. In case of JV, all the members must fulfil this requirement. If one of the partners is new, then new partner should have applied for GST Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid GST Number. Bidder is responsible to submit GST number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so, EMD of the bidder will be forfeited and bid will be ineligible for any further processing.

Date: **Signature & Seal of the Tenderer**

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UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

2	E1 1.4 & Annx -K8 4	26, 69	The Bidder must have valid PAN Number. In case of JV, all the members must fulfil this requirement.	The Bidder must have valid PAN Number. If one of the partners is new, then new partner should have applied for PAN Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid PAN Number. Bidder is responsible to submit PAN number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so, EMD of the bidder will be forfeited and bid will be ineligible for any further processing
3	E2 1.2 1.2.1 & Annx -K9 2.1	28, 71	The Bidder should have positive net worth for each of the last three Financial Years (FY19-20, FY 20- 21 & FY21-22). In case of JV, all the members must fulfil this requirement.	The Bidder should have positive net worth for each of the last three Financial Years (FY:19-20, FY:20-21 & FY:21-22). In case of JV, at least one member must fulfil this requirement. In case of JV, if firm is new, it's Net worth and turnover will be considered as a zero for preceding years.
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5	G7 7.2 7.2.1?	39	e-reverse auction TENTATIVE process (may be revised by UGVCL during intimation of the electronic reverse auction portal): (a) At least seven day prior to e-	e-reverse auction TENTATIVE process (may be revised by UGVCL during intimation of the electronic reverse auction portal): (a) At least one day prior to e-reverse auction, an advance intimation regarding the date and time of the e-reverse auction will be sent by email to

Date: **Signature & Seal of the Tenderer**

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CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

			reverse auction, an advance intimation regarding the date and time of the e-reverse auction will be sent by email to all such qualified bidders which are identified by UGVCL as per the above stipulated conditions.	all such qualified bidders which are identified by UGVCL as per the above stipulated conditions.

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: **Signature & Seal of the Tenderer**

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UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
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AMENDMENT No:-4

Corrigendum in the Terms condition of the RFS

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-5 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

Sr. No	Clause/ Para No.	page no.	Existing terms	Amended terms
1	E1 1.3 & Annx -K8 3	26, 69	The Bidder must have the required GST Registration. In case of JV, all the members must fulfill this requirement..	The Bidder must have the required GST Registration. In case of JV, all the members must fulfil this requirement. If one of the partners is new, then new partner should have applied for GST Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid GST Number. Bidder is responsible to submit GST number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so, EMD of the bidder will be forfeited and bid will be ineligible for any further processing.

Date: **Signature & Seal of the Tenderer**

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2	E1 1.4 & Annx -K8 4	26, 69	The Bidder must have valid PAN Number. In case of JV, all the members must fulfil this requirement.	The Bidder must have valid PAN Number. If one of the partners is new, then new partner should have applied for PAN Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid PAN Number. Bidder is responsible to submit PAN number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so, EMD of the bidder will be forfeited and bid will be ineligible for any further processing
3	E2 1.2 1.2.1 & Annx -K9 2.1	28, 71	The Bidder should have positive net worth for each of the last three Financial Years (FY19-20, FY 20- 21 & FY21-22). In case of JV, all the members must fulfil this requirement.	The Bidder should have positive net worth for each of the last three Financial Years (FY:19-20, FY:20-21 & FY:21-22). In case of JV, at least one member must fulfil this requirement. In case of JV, if firm is new, it's Net worth and turnover will be considered as a zero for preceding years.
4	E2 1.1 1.1.1 & Annx -K9 1.1	28, 71	Bidder shall have experience of execution of supply, installation and commissioning of grid connected solar power plants with cumulative capacity of 1 MWp considering capacity of individual solar plants of 10 kWp or more, during last five years with any govt. or private organization in India. In case of JV, all the partners of the JV shall collectively meet thistechnical criteria.	Bidder shall have experience of execution of supply, installation and commissioning of grid connected solar power plants with cumulative capacity of 1 MWp considering capacity of individual solar plants of 10 kWp or more, during last five years with any govt. or private organization in India. In case of JV, all the partners of the JV shall collectively meet this technical criteria. In case of JV, if one partner is new, it's experience will be considered as a zero for preceding years.
5	G7 7.2 7.2.12	39	e-reverse auction TENTATIVE process (may be revised by UGVCL during intimation of the electronic reverse auction portal): (a) At least seven day prior to e-	e-reverse auction TENTATIVE process (may be revised by UGVCL during intimation of the electronic reverse auction portal): (a) At least one day prior to e-reverse auction, an advance intimation regarding the date and time of the e-reverse auction will be sent by email to

Date: **Signature & Seal of the Tenderer**

Save Energy for Benefit of Self and Nation

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

			reverse auction, an advance intimation regarding the date and time of the e-reverse auction will be sent by email to all such qualified bidders which are identified by UGVCL as per the above stipulated conditions.	all such qualified bidders which are identified by UGVCL as per the above stipulated conditions.

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: **Signature & Seal of the Tenderer**

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: cepp@ugvcl.com

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Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-5

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-3 Dated:27.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-3
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:10.08.2022 up to 18.00 Hrs is extended up to Dtd.**20.08.2022 Up to 18.00 Hr**
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 18.08.2022 up to 17:00 Hrs is extended up to **Dtd.24.08.2022 Up to 17.00 Hrs**
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 20.08.2022 at 11.00 Hrs is extended up to Dtd.**25.08.2022 at 11.00 Hrs**
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 23.08.2022 at 11.00 Hrs is extended up to Dtd. **29.08.2022 at 11.00 Hrs**
6	Tentative Date of on – line **opening of financial "Tariff bid" (Price bid)** (tentative, if possible)	Date: 30.08.2022 at 11.00 Hrs is extended up to Dtd.**08.09.2022 at 11.00 Hrs**

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: aceproject@ugvcl.com

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UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-5

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-4 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-4
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:10.08.2022 up to 18.00 Hrs is extended up to Dtd.20.08.2022 Up to 18.00 Hr
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 18.08.2022 up to 17:00 Hrs is extended up to Dtd.24.08.2022 Up to 17.00 Hrs
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 20.08.2022 at 11.00 Hrs is extended up to Dtd.25.08.2022 at 11.00 Hrs
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 23.08.2022 at 11.00 Hrs is extended up to Dtd. 29.08.2022 at 11.00 Hrs
6	Tentative Date of on - line **opening of financial "Tariff bid" (Price bid)** (tentative, if possible)	Date: 30.08.2022 at 11.00 Hrs is extended up to Dtd.08.09.2022 at 11.00 Hrs

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: aceproject@ugvcl.com

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UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-5

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-5 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-5
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:10.08.2022 up to 18.00 Hrs is extended up to Dtd.20.08.2022 Up to 18.00 Hr
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 18.08.2022 up to 17:00 Hrs is extended up to **Dtd.24.08.2022 Up to** 17.00 Hrs
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 20.08.2022 at 11.00 Hrs is extended up to Dtd.25.08.2022 at 11.00 Hrs
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 23.08.2022 at 11.00 Hrs is extended up to Dtd. 29.08.2022 at 11.00 Hrs
6	Tentative Date of on - line **opening of financial "Tariff bid" (Price bid)** (tentative, if possible)	Date: 30.08.2022 at 11.00 Hrs is extended up to Dtd.08.09.2022 at 11.00 Hrs

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: aceproject@ugvcl.com

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Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-6

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-3 Dated:27.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-3
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:20.08.2022 up to 18.00 Hrs is extended up to Dtd.29.08.2022 Up to 18.00 Hr
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 24.08.2022 up to 17:00 Hrs is extended up to Dtd.03.09.2022 Up to 17.00 Hrs
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 25.08.2022 at 11.00 Hrs is extended up to Dtd.05.09.2022 at 11.00 Hrs
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 29.08.2022 at 11.00 Hrs is extended up to Dtd. 07.09.2022 at 11.00 Hrs
6	Tentative Date of on – line **opening of financial "Tariff bid" (Price bid)** (tentative, if possible)	Date: 09.09.2022 at 11.00 Hrs is extended up to Dtd.15.09.2022 at 11.00 Hrs

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: aceproject@ugvcl.com

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Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-6

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-4 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-4
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:20.08.2022 up to 18.00 Hrs is extended up to **Dtd.29.08.2022 Up to 18.00 Hr**
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 24.08.2022 up to 17:00 Hrs is extended up to **Dtd.03.09.2022 Up to 17.00 Hrs**
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 25.08.2022 at 11.00 Hrs is extended up to **Dtd.05.09.2022 at 11.00 Hrs**
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 29.08.2022 at 11.00 Hrs is extended up to **Dtd. 07.09.2022 at 11.00 Hrs**
6	Tentative Date of on – line **opening of financial "Tariff bid" (Price bid)** (tentative, if possible)	Date: 09.09.2022 at 11.00 Hrs is extended up to **Dtd.15.09.2022 at 11.00 Hrs**

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: aceproject@ugvcl.com

Save Energy for Benefit of Self and Nation

UGVCL

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

AMENDMENT No:-6

Tender Notice No: UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-5 Dated:28.06.2022

"Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kv feeders of associated 66/11kV substation in UGVCL under PM-KUSUM scheme - Component C -feeder level Solarization (FLS)"

At this stage, the time limit of this tender is extended as under:

EXTENSION IN DUE DATE OF SUBMISSION

Sr.No	Description	
1	Tender No :	UGVCL/Project/SOLAR CELL/PM-KUSUM-C-FLS/ TN-5
2	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	Date:20.08.2022 up to 18.00 Hrs is extended up to **Dtd.29.08.2022 Up to 18.00 Hr**
3	**Last date of Physical submission of relevant Rfs Documents** (Preliminary & Technical Bid Cover) (by Registered post A.D. or SPEED POST only (This is mandatory)	On or before date 24.08.2022 up to 17:00 Hrs is extended up to **Dtd.03.09.2022 Up to 17.00 Hrs**
4	**Date of opening of Rfs Document Fee & EMD** Cover Documents physical as well as online opening of preliminary offer (if possible)	Date: 25.08.2022 at 11.00 Hrs is extended up to **Dtd.05.09.2022 at 11.00 Hrs**
5	**Date of opening of Technical offer document** physical as well as online Technical stage (if possible)	Date: 29.08.2022 at 11.00 Hrs is extended up to **Dtd. 07.09.2022 at 11.00 Hrs**
6	Tentative Date of on - line **opening of financial "Tariff bid" (Price bid)** (tentative, if possible)	Date: 09.09.2022 at 11.00 Hrs is extended up to **Dtd.15.09.2022 at 11.00 Hrs**

Other contents of tender notice, terms and condition, Specification of above tender & amendment thereof remains unchanged. Please submit this amendment in technical bid duly signed.

Chief Engineer (P&P)
UGVCL: Mehsana

Date: Signature & Seal of the Tenderer

Regd. & Corporate Office: Visnagar Road, MEHSANA – 384 001 (North Gujarat)
Telephone: (02762) 222080-81 Fax: (02762) 223574
Website: www.ugvcl.com e-mail: aceproject@ugvcl.com

REQUEST FOR SELECTION (RfS)
OF

Solar Power Generator (SPG)

FOR

DESIGN, SURVEY, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE OF GRID CONNECTED FEEDER LEVEL SOLAR POWER PLANTS, ITS ASSOCIATED 11KV LINE AND RMS OF SOLAR POWER PLANT FOR 25 YEARS

THROUGH

RESCO MODE

FOR

SOLARIZATION OF VARIOUS 11KV FEEDERS OF ASSOCIATED 66/11KV DANTOD SUBSTATION IN UGVCL

UNDER

PM-KUSUM – COMPONENT-C
FEEDER LEVEL SOLARIZATION

The Chief Engineer (P&P)
Uttar Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042906,
Regd. & Corporate Office, Visnagar road,
MEHSANA-384001, GUJARAT-INDIA
Web: www.ugvcl.com, Email: cepp@ugvcl.com

Notice Inviting RfS

No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-6 DT: 15.09.2022

As authorized by the Gujarat Urja Vikas Nigam Ltd. (GUVNL), the State Implementing Agency (SIA) for Component-C of PM-KUSUM Scheme in the Gujarat State, the Chief Engineer (P&P)-UGVCL **invites 'On-line'** Request for Selection (RfS) of Solar Power Generator (SPG) for Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of Solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV DANTOD substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

RfS documents may be down loaded from web site https:// UGVCL.nprocure.com (For view, down load and on line submission) **and** UGVCL's web sites www.UGVCL.comfor view & down load only). (To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe "website.) **All the relevant documents of tenders to be submitted online only.** The original Bank Guarantee and Demand draft of EMD/Tender Fee only submitted in physical form on or before the last date of physical submission as per schedule date as under.

RfS Schedule: -

1	NIT /RfS No.	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-6
2	NIT Issue Date	**15.09.2022**
3	Bidding portal	https://UGVCL.nprocure.com
4	Project:-	Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of Solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV DANTOD substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).
5	Tender/Rfs Document fee	Rs. 10000 + 1800/- (GST @18%)= Rs. 11800/- Rupees Eleven Thousand Eight hundred only
6	EMD	EMD@Rs. 1 Lakh per MW Rs. 3.5/- Lakh Rupees Three Lakh Fifty Thounsad only
7	On line Preliminary, Technical and Financial Tariff offer submission last date and time (This is mandatory)	**Date: 06.10.2022** **Up to 18.00 hours**
8	Physical submission of documents Relevant to tender Fee & EMD (By Registered Post A.D. or Speed Post only) submission date	Date: 11.10.2022 up to 17.00 hours
9	Date of opening of Rfs Tender Fee & EMD online	Date: 12.10.2022 at 11.00 hours
10	Date of opening of Technical Bid online (if possible)	Date: 14.10.2022 at 11.00 hours

11	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	**Date: 21.10.2022 at 11.00 hours**
12	Reverse e-auction	**Date of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal, if required for the respective Solar plants.**

UGVCL GSTIN No: 24AAACU6551F1ZI

- **Every bidder has to inform their GSTIN No. at the time of payment of applicable fees**

IMPORTANT:

[A] Tender Fee/EMD:

• Payment of Tender Fee/EMD Can be accepted by RTGS/NEFT.

• In case of payment (up to Rs.10,000/-), the scan copy of cash receipt have to be uploaded in preliminary stage.

• In case of payment through DD/Banker's cheque, the scanned copy of original documents shall be uploaded in preliminary stage and original copy of the same will be submitted only by Registered Post A.D. or Speed Post addressed to The Chief Engineer (P&P) ,Uttar Gujarat Vij Company Limited. Regd. & Corporate Office, Visnagar Road, Mehsana -384001 same must be submitted on or Before Schedule Date and time and ensure that Tender Number must be mentioned on the sealed cover. Otherwise the offer will not be considered (at the sole discretion of UGVCL) and no any further communication in the matter will be entertained.

- **However no physical documents required if payment of tender Fee and EMD made through cash payment, RTGS & NEFT.**

[B] Any deviation found in online Data/Details/Documents in offer (e-tendering) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

[C] Bidder SPGs are requested to submit price – offer (financial bid) in on-line (e-RfS electronic form) only and not to submit the price offer in physical form. This is mandatory. If price offer is submitted in physical form, the bid/RfS offer will be summarily rejected.

[D] It is mandatory for all the bidders to submit their tender documents on-line (e-tendering).
Note:- Bidders should be in touch with websites https://ugvcl.nprocure.com & www.ugvcl.com for information regarding revision/corrigendum/Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regards and also not publish in newspaper. Any technical questions, information & clarification that may be required pertaining to this inquiry should be referred to Chief Engineer (P&P),Uttar Gujarat Vij Company Limited. Regd. & Corporate Office, Visnagar Road, Mehsana -384001.
e-Mail:- cepp@ugvcl.com with a copy to aceproject@ugvcl.com & sesolar@ugvcl.com

UGVCL reserves the right to reject any OR all RfS Documents/offers without assigning any reasons thereof.

For and on behalf of UGVCL

Chief Engineer (P&P)

DISCLAIMER

The information contained in this RfS document or subsequently provided to bidder(s), written or, verbal, by or on behalf of UGVCL or any of itsemployees, is provided to bidder(s) on the terms and conditions of this RfS document andits subsequent amendment(s).

This RfS document is non-transferable and is neither an agreement nor an offer by UGVCL to the prospective bidders or any other person. The purpose of this document is to provide interested parties/bidders with information that may be required by them in the preparation of their bid for stated scope of work.

Although adequate care has been taken while preparing the RfS document, however, the bidders shall satisfy themselves that document is complete in all respects. If noticed, biddersshall intimate any discrepancy in the RfS document to office of the undersigned within 3 days from the date of issuance of the RfS document. If no intimation is received from the Bidders within the stipulated period, it shall be assumed that the RfS document is complete in all respects and fulfils the expectations of the Bidders.

UGVCL, its officers, employees and consultants have made best efforts to provide as accurate and reliable information as possible. However, before submitting their bids, the Bidders are expected to independently assess, verify and validate the information/data provided in the RfS document.

UGVCL reserves the right to annul the bid process and/or reject any or all of the Bids submitted in response to this RfS document at any stage without assigning any reasons whatsoever. In such cases UGVCL will refund the EMD, if any, and cannot be subjected to any liability whatsoever due to such rejection/cancelation.

UGVCL, its officers, employees and consultants have no responsibility for authenticity of the information/data hence shall not be held liable for any possible omission, misrepresentation, mistake or error in the information/data provided in the RfS document and consequences thereof.

UGVCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this document.

UGVCL may modify, amend or supplement any aspect of this RfS document, including draft PPA, including selection process and evaluation criteria, if deemed necessary by it or the same is required under Law. Further, UGVCL or its authorized officers reserve the right, without prior notice, to change the selection procedure and the delivery of information at any time beforesubmission of bids without assigning any reasons thereof. However, such change shall be posted on Bidding Portal.

The bidder, regardless of the conduct or outcome of the Bidding Process, 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 UGVCL or any other costs incurred in connection with or relating to its bid.

Under this RfS of SPG of feeder level Solarization under component –C of MNRE's PM-KUSUM Scheme for various feeders, the CFA for various feeders subject to MNRE's quantity allocation, CFA's sanction and disbursement of CFA by MNRE to Gujarat. The CFA amount depends upon MNRE's evaluation of data for various projects under this Tender. UGVCL and GUVNL shall not be responsible for not receiving the CFA for any feeder or reduce in CFA amount or delay in disbursement of CFA for any feeder to the developer/ Solar Power Generator (SPG). UGVCL /GUVNL shall not be liable to pay /compensate any difference of CFA on account of less amount of CFA received from MNRE.

LIST OF ABBREVIATIONS

1.	+	Plus (Addition)
2.	AC	Alternating Current
3.	Ag.	Agriculture
4.	BOQ	Bill of Quantity
5.	BOS	Balance-of-System
6.	CEA	Central Electricity Authority
7.	CEIG	Chief Electrical Inspector of Gujarat
8.	CERC	Central Electricity Regulatory Commission
9.	COD	Commercial Operation Date
10.	DC	Direct Current
11.	DCR certificate	Domestic Content Requirement certificate
12.	DTR	Distribution Transformer
13.	DWC	Double Walled corrugated
14.	FF	Fill Factor
15.	HP	Horse Power
16.	IEC	International Electro technical Commission
17.	IEEE	Institute of Electrical and Electronics Engineers
18.	IoT	Internet of Things
19.	IS	Indian Standard
20.	IST	Indian Standard Time
21.	kV	Kilo Volt
22.	kW	Kilo Watts
23.	kWp	Kilo Watt peak
24.	LoI	Letter of Intent
25.	LT	Low Tension
26.	MCB	Miniature Circuit Breaker
27.	MDAS	Meter Data Acquisition System
28.	MIS	Management Information System
29.	MNRE	Ministry of New & Renewable Energy, Government of India
30.	MWp	Mega Watt Peak
31.	NIT	Notice Inviting RfS
32.	OEM	Original Equipment Manufacturer
33.	PCU	Power Conditioning Unit
34.	PID	Potential-induced degradation
35.	POC	Proof of Concept
36.	PBG	Performance Bank Guarantee
37.	PV	Photovoltaic
38.	PVC	Poly vinyl chloride
39.	RCCB	Residual Current Circuit Breaker
40.	RDBMS	Relational Data Base Management System
41.	REC Ltd.	Rural Electrification Corporation, Govt. of India
42.	GERC	Gujarat Electricity Regulatory Commission
43.	RESCO	Renewable Energy Service Company
44.	RMS	Remote Monitoring System

45.	RTC	Real Time Clock
46.	SCADA	Supervisory Control And Data Acquisition
47.	SECI	Solar Energy Corporation of India
48.	SMB	Sub Miniature version Board
49.	SNA	State Nodal Agency for Renewable Energy
50.	SPG	Solar Power Generator
51.	SPV	Solar Photo Voltaic
52.	STC	Standard Testing Condition ("STC" shall mean Standard Testing Condition for solar cells and PV modules with air mass AM1.5, irradiance 1000W/ m2, and cell temperature of 25°C)
53.	TPI	Third-party inspection
54.	TPIA	Third-Party Inspection Agency' appointed by Discom and / or MNRE as may be applicable
55.	UAT	User Acceptance Test
56.	-ve	Negative
57.	W	Watt
58.	WO	Work Order
59.	Wp	Watt peak
60.	UGVCL	Uttar Gujarat Vij Company LTD
61.	GUVNL	Gujarat Urja Vikas Nigam Ltd.
62.	RfS	Request for Selection
63.	CFA	Central Finance Assistance (provides by MNRE)
64.	FLS	Feeder level Solarization under PM-KUSUM Scheme
65.	SLDC	State Load Dispatch Centre of Gujarat

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SECTION - A: INTRODUCTION

A.1. Background

1.1.1. The erstwhile Gujarat Electricity Board has been restructured into seven companies. One generation (GSEC), one transmission (GETCO), four distribution companies (DGVCL, MGVCL,UGVCL &UGVCL) and Holding Company GUVNL in terms of Gujarat Electricity Industry (Reorganization &Regulation) Act-2003.

a) Gujarat Urja Vikas Nigam Limited (GUVNL) to do co-ordination activities among all subsidiaries

b) Gujarat State Electricity Corporation Ltd. (GSECL) manages the electricity generation business of erstwhile GEB.

c) Gujarat Electricity Transmission Corporation Limited (GETCO) to manage the electricity transmission and bulk supply business of erstwhile GEB. All Substation 66 KV/11, 132KV/11KV, 220KV/11 KV are under control of GETCO.

d) Uttar Gujarat Vij Company Limited (UGVCL) to manage the electricity distribution and retail supply business of erstwhile GEB in North Gujarat region.

1.1.2. On 22-07-2019 Ministry of New and Renewable Energy, Government of India announced Guidelines for Implementation of Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme for installation of solar pumps and grid connected solar power plants through three components, viz.

- Component A: Decentralized Ground Mounted Grid ConnectedRenewable Energy (RE) based Power Plants of individual plant size up to 2 MW.
- Component B: Installation of standalone Solar Powered AgriculturePumps
- Component C: Solarization of Grid-connected Agriculture Pumps - Individual

1.1.3. Subsequently on 04 December 2020, MNRE introduced and issued guidelines for implementation of **feeder level solarization under Component-C** of PM-KUSUM Scheme. Under the scheme, agriculture feeders already segregated or, feeders having major load for agriculture may be solarized using installation of grid connected solar power plant to cater the annual power requirement of feeder(s). This will lead to lower cost both in terms of lower capital cost and cost of power. The Scheme guideline is available on MNRE's Website www.mnre.gov.in and GUVNL's PM-KUSUM Portal https://pmkusum.guvnl.com

1.1.4. As per MNRE guidelines for feeder level Solarization, the requirement of total annual power for an agriculture feeder(s) is to be assessed and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder(s) can be installed either through CAPEX model or RESCO model, which will supply solar power to that feeder(s). **Under this Tender/RfS the feeder level Solar power plant/s is/are required to be installed under the RESCO model.**

1.1.5. As per MNRE guidelines for feeder level solarization, for installation of feeder level solar power plants through RESCO model, the SPGs will be selected on the basis of lowest tariff offered for supply of required solar power for a period of 25 years (unless extended by both the parties on mutual agreement). The developer will get CFA @ 30% of the estimated cost of installation of solar power plant i.e. **Rs. 1.05 Cr/MW (30% of Rs. 3.5 Cr/MW).**

1.1.6. As per MNRE's Scheme guideline for Feeder level Solarization, for the purpose of calculating CFA, the cost of installation of solar power plant has been estimated as Rs. 3.5 Cr/MW. Under the Scheme solarisation of pumps of any capacity is allowed, however, in case of pumps of capacity above 7.5 HP, the **CFA will be limited to solar capacity for 7.5 HP pumps.**

A.2. Objective

2.1.1. UGVCL intends to select competent, experienced and eligible bidder, hereafter to be referred as "Solar Power Generator" or, SPG, for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plant for

various feeders of associated Sub-station, its associated 11kV line to connect the plant with concerned substation and Remote Monitoring System (RMS) of solar power plant through RESCO model for 25 years (unless extended by both the parties on mutual agreement) for Solarization of various 11kV feeders associated with 66/11kV DANTOD substation in UGVCL under PM-KUSUM scheme – Component C (feeder level Solarization) **as mentioned in the Annexure K20.**

A.3. Model of execution of project

3.1.1. The feeder level solar power plant is to be installed in **RESCO model in the Solar Power Generator's land** along with its associated 11kV line to connect the plant with concerned 66KV/11 KV substation at 11 KV Bus and RMS of solar power plant. Detailed scope of work mentioned in Clause D.1.

3.1.2. **The basis of evaluation of the bids shall be the levelized tariff for 25 years in Rs. Per kWh quoted in the Price Schedule**. To further clarify, all the costs, distribution losses up to the delivery point including applicable taxes (incl. GST and cess as applicable), duties, etc. pertaining to design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plant, its associated 11kV line to connect the plant with concernedsubstation and RMS of solar power plant, shall be inclusive in the Price Bid quoted by Bidders for the purpose of comparison and evaluation. Bidders are required to quote the tariff on firm price End cost with GST & cess as applicable basis and no price variation on any account shall be considered.

SECTION - B: KEY DEFINITIONS

(1) **"Act" or "EA 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

(2) **"Affiliate"** shall mean a Bidder or a Bidding Entity that, directly or indirectly, controls, or 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.

(3) **"Appropriate Commission"** shall mean as defined in the PPA or, GERC;

(4) **"Authorized Officer"** shall mean Officer Designated by Discom for specific task

(5) **"Bid"** shall mean the "Proposal" / "Quotation" submitted by eligible bidders for the work envisaged under this RfS

(6) **"Bidder" or "Bidding Entity"** shall mean legal entity : Body incorporated in India under theCompanies Act, 2013 including any amendment thereto; OR Body incorporated in India under theLimited Liability Partnership (LLP) Act, 2008 including any amendment thereto;OR Firm registered under Partnership Act, 1932 in India; OR Sole Proprietor OR Joint Venture as per this RfS, submitting the Bid. Any reference to the Bidder includes an entity including its successors, executors and permitted assigns severally, as the context may require.

(7) **"Bidding Portal"** shall mean https:// ugvcl.nprocure.com

(8) **"Capacity Utilization Factor (CUF)"**: CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365))

The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.

(9) **"CEI"/ "CEIG"** shall mean Chief Electrical Inspector to the State Government.

(10) **"Chartered Accountant"** for bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in India, "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; For bidders or its Parent, Affiliate or Ultimate Parent or any Group Company incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm

practicing in the respective country and designated / registered under the corresponding Statutes/laws of the respective country.

(11) **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 orthe Companies Act, 2013, as applicable;

(12) **"Commissioning"** with respect to the Project as certified by UGVCL shall mean when all equipment as per rated capacity has been installed and energy has flown intothe grid.

(13) **"Commercial Operation Date" (COD)** shall mean the date certified by the DISCOM's committee upon successful commissioning (as per provisions of the PPA) of the project when all equipments as per rated capacity have been installed and energy has flown into the grid.

(14) **"Conflict of Interest"** shall mean a Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other and as defined in the section G-4 .

(15) **"Contracted Capacity"** shall mean ___ MWp AC contracted with DISCOM for supply by the SPG to DISCOM at the Delivery Point which shall be the maximum injection limit at delivery point in any 15 minute time block during the entire term of the PPA.

(16) **"Contract Year"** shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

(17) **"Control"** shall mean holding not less than 51% of voting rights or of paid up sharecapital.

(18) **"Controlling shareholding"** shall mean not less than 51% of the voting rights or paidup share capital in the Company/Consortium.

(19) **"Day"** shall mean calendar day.

(20) **"Delivered Energy"** means the kilowatt hours of energy actually fed and measured bythe energy meters at the Delivery Point and as certified by **SLDC**.

(21) **"Delivery Point"** Delivery Point" shall mean the point at the voltage level of 11kV of the 66/11 kV Sub-station i.e. 11kV side of 66/11kV _____ substation under this PPA. Metering shall be done at this interconnection point where the power is injected into the 66/11 kV Sub- station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point shall be borne by the SPG without any reimbursement thereof.

(22) **"Due Date "** Due Date shall mean the thirtieth (30^{th}) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by UGVCL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by UGVCL.

(23) **"Effective Date"** shall have the meaning ascribed thereto in Article 2.1 of attached PPA;

(24) **"Electrical Inspectorate"** shall mean Electrical Inspectorate Department Gujarat

(25) **"Engineer In-charge"** shall mean the authorized Officer of the UGVCL

(26) **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013.

(27) **"nproc"** shall mean electronic procurement system of Gujarat.

(28) **"Financial Closure" or "Project Financing Arrangements"** shall mean the agreements pursuant to which the SPG has sought financing for the Power 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 UGVCL.

(29) **"Financing Documents"** mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the bidder and the Financing Parties relating to the financing of the Project.

(30) **"Financing Parties"** means Parties financing the Project, pursuant to Financing Documents.

(31) **"Group Business Entity"** shall mean a Business Entity, which directly or indirectly or through common control holds not less than 26% of voting securities in the Bidder; or A Business Entity in which the Bidder directly or indirectly or through common control holds not less than 26% of voting securities.

(32) **"Guidelines"** shall mean the "Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme" issued by the Ministry of new and Renewable Energy vide OM 32/645/2017 –SPV dated 04/12/2020.

(33) **"Interconnection Point/ Delivery point"** shall mean the point(s) of connection(s) at which the project is connected to the grid i.e. **it shall be at 11 kV bus bar level of 66/11kV substations mentioned in the tender against respective feeders.**

(34) **"UGVCL"** shall mean Uttar Gujarat Vij Company Ltd.

(35) **"Letter of Award" or "LOA"** shall mean the work order issued by UGVCL to the Selected Bidder for award of contract.

(36) **"LLC"** shall mean Limited Liability Company.

(37) **"Metering Point"** Metering shall be at 11 kV side of 66/11Kv substation.

(38) **"Month"** shall mean calendar month.

(39) **"Nodal Officer"** shall mean Superintending Engineer (Solar cell), UGVCL, Mehsana

(40) **"Net-Worth"** means the Net-Worth as defined in Section 2 of the Companies Act 2013.

(41) **"NIT" / "RfS document" / "RfS" / "Notice Inviting Tender"/ 'Tender'** shall refer to this "Request for Selection of Solar Power Generator (SPG) for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD, of grid connected feeder level solar power plant , its associated 11 kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of different 11kV feeders of 66/11kV substation of in UGVCL under KUSUM scheme – Component C (feeder level solarization)"

(42) **"Paid-up share capital"** means the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

(43) **"Payment Officer"** shall mean Account Officer (Bill), UGVCL, Mehsana

(44) **"Performance Bank Guarantee"** shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per the RfS.

(45) **"PPA"** shall mean the Power Purchase Agreement signed between the SPG and UGVCLaccording to the terms and conditions of the standard PPA enclosed with this RfS, for purchase of Solar Power at tariff discovered in the tender and adopted by the GERC, by procurer.

(46) **"procurer"** shall mean UGVCL

(47) **"Gujarat Discoms"** shall mean all 4 Discoms in Gujarat namely: UGVCL, PGVCL, DGVCL, MGVCL

(48) **"Power Project" or "Solar Project"** or **"Project"** shall mean the Solar Power generation facility of Contracted Capacity having a separate control system, metering and separate points of injection into the grid at Delivery point. The Project shall include all units and auxiliaries such as water supply, treatment or storage facilities, bay(s) for transmission system in the switchyard, dedicated electrical 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 as per the PPA.

(49) **"Project Site"** means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located.

(50) **"Project Capacity"** means the AC capacity of the project at the generating terminal(s) and to be contracted with UGVCL for supply from the Solar PowerProject.

(51) **"Project Commissioning"** shall mean the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/PPA.

(52) **"Project Developer" or "Developer" or "Solar Power Generator (SPG)"** shall mean thesuccessful Bidder whose Bid to perform the Contract as per this RfS has been acceptedby UGVCL, Work order is issued by UGVCL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor

(53) **"RESCO"** shall mean Renewable Energy Service Company i.e. an energy service company that develops, installs, finances, operates and owns the solar power project and supplies power generated from the Project to the UGVCL.

(54) **"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 standard PPA.

(55) **"SLDC"** means the State Load Dispatch Center, Gujarat as notified by the State Government.

(56) **"Solar PV Project"** means the solar Photo Voltaic Power project that uses sunlight fordirect conversion into electricity through Photo Voltaic technolog;.

(57) **"Week"** shall mean calendar week.

(58) **"Voltage of Delivery"** means the voltage at which the Electricity generated by the Project is required to be delivered at 66/11kV substation.

SECTION - C: KEY BID DATA

1	Solar PV Plant technology	All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. **It will be mandatory to use domestically manufactured solar modules from ALMM only.**
2	"Work Area" / "Site"	The Solar Power plant for Feeder level Solarization will be preferably installed **within Five KM radius** of the concerned sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses. **SPG to identify and procure/lease the land on his own for 25years for installation of Solar plant for this feeder level Solarization projects. Land will not be provided by UGVCL to SPG.**
3	Delivery point	11 KV Bus of associated 66Kv/11kv substation of respective feeders
4	11kV feeders to besolarized under Feeder level Solarization	As per mentioned in Annexure K20
5	Guaranteed CUF / minCUF	**19% (fixed i.e. no deration permitted)** CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365)) The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.
6	Eligible CFA by MNRE	**Successful bidder to get CFA @ Rs. 1.05 Cr per MW (subject to installation & commissioning of project in line with MNRE requirement).** **CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DISCOM on successful operation and performance of solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA, as per MNRE's sanction for the CFA, subject to release of the same by MNRE-GoI.** Further, the SPG shall give an undertaking that he shall not sell power to any other buyer except the UGVCL under the agreement of this tender during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken again the SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to UGVCL. For the recovery of the Proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If any event of sell of power is found at a particular time, the amount to be recovered from

		the SPG shall be the remaining period of PPA after the event date multiply by per year CFA. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project by MNRE.
7	Mode of bid submission	**All the relevant documents of RfS to be submitted online only**
8	Selection criteria	Lowest (L1) quoted levelized tariff for 25 years **followed by e-reverse auction**
9	Estimated Project Cost for	Rs. 3.5 crore per MW as estimated by MNRE in the guideline of Feeder Level Solarization indicated in the Annexure K20.
10	Bid Validity	120 days from the date of opening of online Technical bid.
11	Performance Bank Guarantee (PBG) against commissioning	Performance Bank Guarantee **(PBG) of Rs. 5 Lakh/MW is** required to be submitted to UGVCL by the successful bidder-SPG within **15 days** from date of issue of Letter of Award. The PBG will be returned to the SPG immediately after successful commissioning of solar power plant, after taking into account any penalties due to delay in commissioning as per provisions stipulated in the Guidelines. The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA). It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project. The Performance Bank Guarantee (PBG) required to be paid is mentioned in Annexure K20.
12	Power Purchase Agreement (PPA)	PPA for a period of 25 years (unless extended by both the parties on mutual agreement), at tariff discovered in the tender and adopted by the GERC, by procurer (i.e. UGVCL) within 7 days of submission of PBG.
13	Date of Project commissioning	**Within 9 months from date of signing of PPA**
14	Terms of PPA	25 years (unless extended by both the parties on mutualagreement) of O&M

NOTE: All the relevant documents of tenders to be submitted online only. The original Bank Guarantee and Demand draft of EMD/Tender Fee only submitted in physical form on or before the last date of physical submission as per schedule date.
It is mandatory for all the bidders to submit their tender documents on-line (e-tendering).

1.1.1. Instructions for e- bid (Online bidding for RfS) to Bidders:

I	**Downloading of RfS Documents**
A	Offer document will be available on web site up to date shown in the RfS
B	SPG Bidder willing to participate in RfS offer will have to get themselves registered on website www.nprocure.com
Ii	**Digital Signature**
A	SPG Bidder should have valid digital certificate as per Information Technology Act 2000 using which they can sign their electronic offers. Agency can also procure the same from (n) code solutions, a division of GNFC Ltd., who are licensed certifying authority by Govt. of India.
B	In case RfS Bidder needs any clarification for e-bidding, details regarding digital certificate or if training required for participating in online RfS Document, they can contact the following office:- (n) Procure Cell M/s (n) Code Solution, A division of GNFC 403, GNFC Info Tower, Bodakdev, S.G. Road, Ahmedabad 380054.(Gujarat) E-mail:nprocure@gnfc.netMob.: 9327084190; 9898589652 Toll Free: 1-800-233-1010 (Ext. 501, 512,516 , 517 , 525) Phone No. 079-26857315 / 316 / 317 Fax: 079-26857321 / 40007533 Other Terms & Conditions as per detailed EOI Document
C	Agency who already possess valid Digital certificate need not to procure a new digital certificate.
iii	**On line Submission of Technical and Price Offer**
A	Bidder can prepare and edit their offers number of times before RfS submission date and time. After RfS Document submission date and time, RfS applicant cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
B	RfS applicant shall submit their offer, i.e. Technical Offer as well as price offer in Electronic format on above mentioned website and date shown in RfS Document details before digitally signing the same.
C	Offers submitted without digitally signed will not be accepted.

1.1.2. The bidders are requested to submit their bids prior to scheduled date & time to avoid event of non-submission of their bids due to non-availability / connectivity or any other issue of Bidding portal, at last moment or any reason whatsoever. The last date of submission of bids will not be extended in such circumstances.

1.1.3. All the relevant documents of tenders to be submitted online only. The original Bank Guarantee and Demand draft of EMD/Tender Fee only submitted in physical form on or before the last date of physical submission as per schedule date.

Tender Fee/EMD:- Payment of Tender Fee/EMD Can be accepted by RTGS/NEFT.

In case of payment (up to Rs.10,000/-), the scan copy of cash receipt have to be uploaded in preliminary stage.

In case of payment through DD/Banker's cheque, the scanned copy of original documents shall be uploaded in preliminary stage and original copy of the same will be submitted only by Registered Post A.D. or Speed Post addressed to The Chief Engineer (P&P) ,Uttar Gujarat Vij Company Limited. Regd. & Corporate Office, Visnagar Road, Mehsana -384001 same must be submitted on or Before Schedule Date and time and ensure that Tender Number must be mentioned on the sealed cover. Otherwise the offer will not be considered (at the sole discretion of UGVCL) and no any further communication in the matter will be entertained.

However no physical documents required if payment of tender Fee and EMD made through cash payment, RTGS & NEFT.C. In case of DD, it shall be in favor of UGVCL, payable at Mehsana

Any deviation found in online Data/Details/Documents in offer (e-tendering) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

1.1.4. **The PBG shall be from any Scheduled / Nationalized Banks (in a standard format prescribed by UGVCL) as notified vide finance department of Govt. of Gujarat GR no.: EMD/4/2022/002/DMO dated 20/05/2022 and further amendments if any. CORPORATE GUARANTEES ARE NOT ALLOWED**

1.1.5. Cutting / overwriting if any in the figures of the tendered documents is required to be clarified / indicated in words, duly signed, failing which the tender may be rejected.

1.1.6. Bidders shall not quote any deviation of any kind in the bid. Such deviations shall not prevail.

1.1.7. The bidders shall provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. Theresponsibility of ignorance of their bid on account of delay in furnishing of desired information/documents shall be of the bidder. However, if there are any shortcomings in the submission of the information which may not materially affects the qualification criterion, then UGVCL shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.

1.1.8. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.

1.1.9. Clarifications regarding this RfS document for any type of typographical Errors or misunderstanding of document, the version/decision of UGVCL shall be final.

1.1.10. UGVCL reserves the right to cancel / withdraw or alter the RfS without assigning anyreason and shall bear no liability whatsoever consequent upon such a decision.

1.1.11. **Correspondence for enquiries and clarifications:** All correspondence in respect of this RfS and submission of the bid shall be addressed to:

The Chief Engineer(P&P)
Uttar Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042906,Regd. & Corporate Office,
Visnagar road, MEHSANA-384001, GUJARAT-INDIA Email: cepp@ugvcl.com

1.1.12. **Bidders have to enable e-auction id and mentioned detail at the time of filing data on e -tender for e- auction facility.**

SECTION - D: SCOPE OF WORK

D.1. Scope of Work

1.1.1. Overall scope of work of the Solar Power Generator (SPG) under this RfS covers following, which is applicable for the plant/ location individually:

a. Detailed site survey,

b. Procurement of required land or getting land on lease for 25 years for installation of the solar power plant for feeder level Solarization,

The SPG shall identify the project land preferably within the distance of Five KM radius of the respective 66/11 KV sub-station, get ownership of land or its lease rights and make necessary arrangement including ROW, clearances etc for the electrical line between sub-station and the solar power plant. The SPG shall ensure submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc. within 90 days from the date of issuance of work order after which PPA shall be signed by UGVCL with the SPG. Further, the SPG shall submit the final land documents within the period of **4 months** after the date of signing of PPA for the entire required land duly registered by appropriate revenue authority.

c. The Solar Power plant for Feeder level Solarization will be preferably installed within Five KM radius of the concerned sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses,

d. Design, supply and installation of solar power plant near respective 66/11kV substation in line with requirements under MNRE guidelines.

e. Supply and erection of associated 11kV line connecting the solar power plant with associated 66/11kV substation (including bay, breakers and metering system at substation) as per design and specifications of UGVCL /GUVNL/ MNRE / CEA.

f. Testing and commissioning of plant & associated 11kV line by designated official(s) of DICOM Committee.

g. Construction of control room or any other relative civil work (at the plant end) essential for Commissioning of Project.

h. Operation & maintenance of the solar power plant as well as 11kV line for 25 years (unless extended by both the parties on mutual agreement) from COD.

i. Injection of power at delivery point for 25 years at the awarded levelized tariff (Rs. per kWh) *(inclusive of applicable taxes incl. GST, duties, etc.)*, at the guaranteed CUF extendable on mutual agreement.

j. Remote Monitoring of installed solar power plant of the capacity mentioned against each feeder (or any revised quantity identified after detailed survey by SPG) on the respective 11kV feeders through RMS for 25 years (unless extended by both the parties on mutual agreement).

1.1.2. It will be mandatory to use domestically manufactured solar modules from ALMM only. An undertaking is required to be submitted by the SPG complying that only domestically manufactured Solar modules from ALMM only are used in this project of FLS to UGVCL.

1.1.3. SPG shall be responsible for all the works related to testing & commissioning, replacement of defective PV modules by same make /model and remote monitoring for 25 years of the project.

1.1.4. In no case, Procurer or UGVCL shall be responsible to pay or increase in tariff for any work related to Project.

1.1.5. The project (solar power plant and associated 11kV line) is to be set up with adequate arrangements upto the delivery point and O&M for 25 years (unless extended by both the parties on mutual agreement) from COD, by the SPG at its own cost and in accordance with this RfS document. All approvals, permits and clearancesrequired for setting up of the Project including those required from

State Government and local bodies along with any associated cost for getting the clearances shall be in the scope of the SPG.

1.1.6. It shall be the responsibility of the SPG, entirely at its cost and expense, to install such number of solar panels and associated equipment as may be necessary to achieve the required **minimum CUF of 19%**, and for this purpose selected bidder shall make its own study and investigation of the Global Horizontal Irradiation (GHI) and other factors prevalent in the area which have implication on the quantum of generation.

1.1.7. All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with its amendments issued by MNRE time to time.

1.1.8. It is clarified that the project awarded under this RfS would not include energystorage with solar power plant.

1.1.9. The scope of work shall also include submission of following by the SPG:

a. A layout plan of the site to the Inspecting Authority clearly indicating theidentified location for installation of solar power plant & control room, where control panels shall be installed.
b. Detailed planning of time bound smooth execution of Project;
c. Performance testing of the completion and successful commissioning of theProject;
d. O&M plan for the plant and 11kV line for twenty-five (25) years from COD toassure faultless operation;
e. Inventory plan to ensure availability of spare parts for minimal / no downtimeof the project and/or, 11kV line during the term of PPA;
f. Coverage of risk liability of all personnel associated with implementation andrealization of the Project;

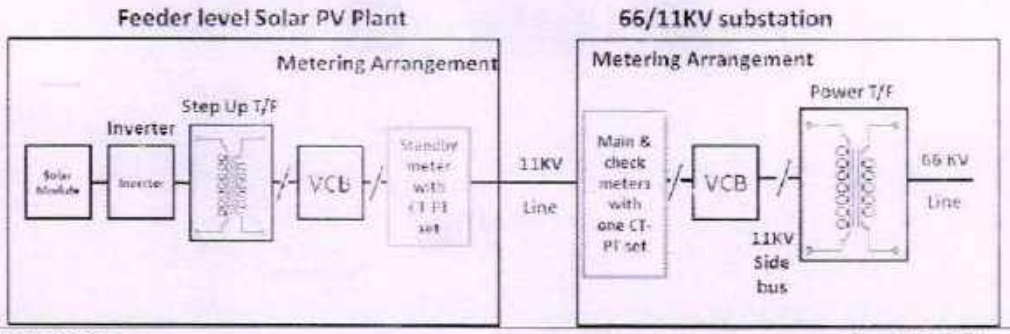
D.2. Metering and grid connectivity

2.1.1. Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines / practices of UGVCL and / or CEA. UGVCL may facilitate in the process; however, the entire responsibility lies only with the SPG.

2.1.2. Meters and metering equipment (CT-PT sets) shall be tested as per provision of GERC and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated authority from UGVCL at the time of installation.

2.1.3. The accuracy class, current rating and certifications of the metering system shall confirm with relevant CERC/ GERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

2.1.4. SPG to install 3 ABT meters (main, check and standby) with RMS connectivity AND 2 CT-PT sets (one for main & check meter and another for standby meter) as per the metering arrangement indicated in below layout :-



(Indicative Diagram: Metering Arrangement Lay out)

2.1.5. Installation and timely replacement of meters (main, check and standby) as required to directly measure energy supplied by the Solar Power Plant shall be the responsibility of selected bidder.

2.1.6. **SPG shall also be responsible for installation of IoT Devices-RMS Set for Remote Monitoring system connectivity of Inverters, String combiner box, Energy Meters at Solar plant, Substation.**

2.1.7. **The cost of all required meters at Substation end (main, check, standby meter) at substation end along with Meter and associated CT-PT sets at Solar plant site shall be borne by the SPG.**

D.3. Remote Monitoring System (RMS)

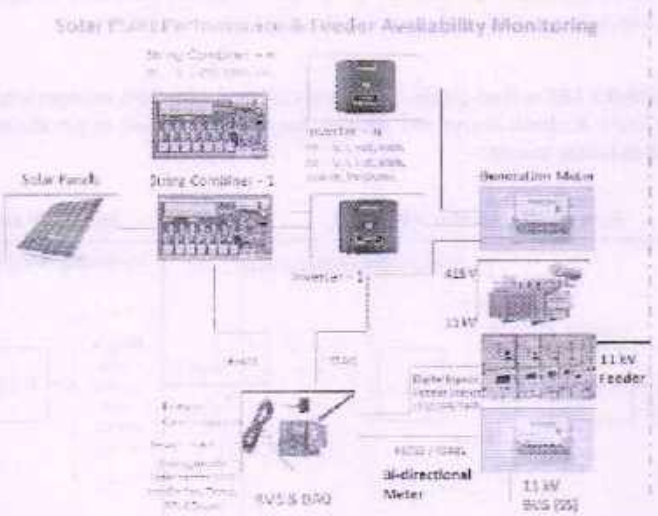
3.1.1. As per the MNRE guidelines for feeder level solarization under Component C of PM-KUSUM scheme, it is mandatory for Discoms to monitor solar power generation and performance of the solar power plant through online system on State Portal www.pmkusum.guvnl.com. The online data will be integrated with central monitoring portal of MNRE which will extract data from the State portals for monitoring of the scheme.

3.1.2. In line with MNRE model guidelines for State Level SEDM Software Development issued in July 2020, Gujarat Discoms are in the process of development of State Level Solar Energy Data Management (SEDM) platform to integrate & monitor the performance of all systems installed under Component A, B & C (individual as well as feeder level solarization) of PM-KUSUM scheme.

3.1.3. Also, as per the Specifications for Remote Monitoring System for Component A & C of the scheme, issued by MNRE on 15 Jul 2020, **the SPG under this RfS shall be required to install required remote monitoring systems for solar power plant to integrate with State SEDM platform directly** which in turn will have interface with National Level Solar Energy Data Management Platform of MNRE.

3.1.4. As part of National and State SEDM platform, various modules will be provided such as Consumer Management, Scheme Progress Management, Asset Management, Live Asset Monitoring, Performance Analysis, Complaint and Ticket Management, Device Integration / SCADA Platform, Alarm/Events/Notification, Meter Data Acquisition (MDAS) /Meter Data Management (MDM), Archiving and Historian, Report Manager,Mobile application, SIA officer and EPC, Enterprise level user and role management.

3.1.5. MNRE and Discoms will develop and host the of National and State Level SEDM platform which is excluded from the scope of the SPG but SPG needs to operate and do various data entries related to application processing, asset and workflow mgmt.



3.1.6. As shown in above diagram SPG needs to provide a remote monitoring system for:

(a) **Solar Power Plant Remote Monitoring system**: To capture electrical parameters from multiple devices such as ABT Meter, Inverters, String Combiner boxes or String inverters including meters at Sub-station level. Remote monitoring system will capture important Electrical and Status parameters such as AC/DC voltage, control, power, energy as well as monitoring of Breaker etc and will transmit data to State Level Solar Energy data management (SEDM) platform.

(b) **Communication Connectivity** for Solar Plant RMS:

i. Field Device Connectivity: RMS will connect to Inverter, String combiner boxes orstring inverters using RS485 MODBUS communication protocol as well as meters using RS232 DLMS protocol. Both protocols are widely used by equipment manufacturers.

ii. Remote Connectivity: RMS will connect to State Level SEDM Server using 2G/3G/4G or any other suitable cellular communication.

iii. Local Connectivity: Ethernet / Bluetooth / Wi-Fi connectivity to configure parameter, notifications, communication intervals, set points, operation mode configuration or to download locally stored data.

3.1.7. Once a bidder submits its technical bid by due date of submission, it shall be considered that the bidder is well verse with all the local conditions and has prepared its technical and financial bid accordingly. No claim or issue by the bidder(s) in this regard shall be accepted or, entertained by UGVCL after due date of bid submission.

3.1.8. Details of Communication Modes, Communication Protocols, Security and Message formats and equipment wise parameter details are enclosed as "Communication Architecture between RMS and State Level Server" in **Section K**.19

3.1.9. It is the responsibility of SPG to provide SIM card, bear recurring communication charges and maintain communication connectivity of more than 96% and data availability of 99% for the 25 years (unless extended by both the parties on mutual agreement) of operation & maintenance of solar power plant and its associated 11kV line.

D.4. Insurance

4.1.1. The SPG shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage, theft of material/ equipment/ properties after completion of the work(s). Before commencement of the work, the SPG shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Implication on account of Liquidation, Death, Bankruptcy etc., shall be the responsibility of SPG only.

4.1.2. Application of Insurance Proceeds

a. In case of the Project not being implemented through Financing Agreement(s), 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 Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

b. In case of the Project being financed through Financing Agreement(s), 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 Power Project shall be applied as per such Financing Agreements.

c. If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, UGVCL shall have claim on such proceeds of such Insurance limited to outstanding dues of UGVCL against SPG.

D.5. Type and quality of materials and workmanship

5.1.1. The design, supply, installation, testing, commissioning, operation and maintenance of the solar power plant and the associated 11kV line shall be in accordance with latest/ appropriate IEC/Indian Standards. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ GERC/ UGVCL shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.

5.1.2. The SPG shall ensure that the specifications of the components / equipments like 11kV circuit breaker, 11kV CT-PT metering unit, etc should meet the technical specifications of UGVCL.

5.1.3. Any material / equipment which have not been specifically mentioned in this RfS but which are necessary during construction or O&M period of the plant & associated 11kV line shall be provided by the SPG without any extra cost and within the time schedule for efficient and smooth construction and O&M activities.

D.6. Completion and commissioning

6.1.1. Part Commissioning is NOT allowed for the Project. SPG, in coordination with UGVCL, shall submit commissioning certificate, issued by DISCOM committee, in accordance with all applicable regulations/policies. For the purpose of obtaining Completion certificate following documents shall be required:

a) Inspection Report of the Work(s) for all equipments / material

b) CEIG approval for the PPA Capacity.

D.7. Completion Period

7.1.1. The design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS is **to be completed within 9 (nine) months from date of execution of Power Purchase Agreement (PPA).**

7.1.2. In addition to above, the SPG shall be responsible for operation and maintenance of the SPV plant, its associated 11kV line and RMS of solar power plant for a period of 25 years from the COD (unless extended by both the parties on mutual agreement), of the plant, including insurance coverage for the installed project against natural calamities and theft.

D.8. Delay in commissioning

8.1.1. A duly constituted Committee of officials by DISCOM COMMITTEE will physically inspect the Solar Power Plant in not more than 03 days from the date of receiving a call from the SPG and certify successful commissioning of the solar power plant.

8.1.2. In case any SPG fails to achieve this milestone, UGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner:

Delay up to two months: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30.

In case the commissioning of the solar power plant is delayed over two months: The complete PBG amount shall be encashed.

In case of delays of plant commissioning due to the reasons beyond the control of the SPG, Procurer / UGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose, can extend the time in writing for commissioning date without any financial implications to the SPG.

D.9. Project milestones and timeline

S. No.	Milestone	Timeline
1	Issuance of Letter of Intent (LoI) to the successful bidders -SPG	T1
2	Unconditional acceptance of LoI by successful Bidder and payment of the PBG by the Bidder	T1 + 15 days
	Petition filing by UGVCL to GERC for adoption of discovered levelized tariff for the solar power plant	
3	Issuance of work order to the successful bidder after approval of discovered tariff receives from GERC	T2
4	Unconditional acceptance of work order/LOA by successful Bidder	T2 + 3 days
5	submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc by SPG	T3= T2 + 90 days
6	Signing of PPA between selected bidder (SPG) and UGVCL upon submission "in principle" land document	T4
7	Submission of the final land documents after the date of signing of PPA for the entire required land duly registered by appropriate revenue authority	T4+ 4 Months
8	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation	T4 + 9 months
9	Operation and maintenance of power plant andassociated 11kV line	25 years from COD (unless extended by both the parties on mutual agreement)

D.10. Clearances required from the state government and other local bodies.

a) The SPG is required to obtain necessary clearances and permits as required for setting up the Solar Power Project, including but not limited to the following:

i. Approval for water from the concerned authority (if applicable) required for the solar power plant and/or, associated 11kV line

ii. Any other clearances (forest dept., etc) as may be legally required, in order to establish and operate the solar power plant and/or, associated 11kV line.

b) The above clearances, as applicable for the solar power plant and/or, associated 11 kV line, shall be required to be submitted to UGVCL prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPG shall submit an undertaking in this regard, and it shall be deemed that the SPG has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPG. The SPG shall coordinate with UGVCL in case of any clarifications.

c) Any cost associated with getting the above required clearances for the project shall be borne by the SPG only.

D.11. Notice Board for display at site

a) The selected bidder will have to put a notice board (atleast 180cmx120cm) at its project site main entrance prominently displaying the following message beforedeclaration of COD:

PM-KUSUM
Scheme Feeder Level Solarization under Component-C
___ MWp Grid Connected Solar PV Project
Owned and operated by ...<insert name of the selected bidder>...
Implemented by UGVCL
...<Name of location, Taluka>....., district>..., Gujarat

SECTION - E: ELIGIBILITY & QUALIFICATION

E.1. Eligibility Requirement

1.1.1. The detail of eligibility requirements is provided in the table below. The bidders arerequired to furnish the required supporting documents along with the Technical Bid.

S. No.	Criteria	Documents Required
1.1.	Bidder can be sole/ single bidder OR, JointVenture (JV) of up to 2 (two) members, with one of the members as a Lead Member	In case of JV, Deed of Undertaking
1.2.	The Bidder should have any of the following legal status: a) Body incorporated in India under the Companies Act, 2013 including any amendment thereto; OR b) Body incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;OR c) Firm registered under Partnership Act, 1932 in India; OR d) Sole Proprietor In case of JV, **all the members** must fulfill this requirement and submit the documents as per the RfS document.	a) In case of Company – Copy of Registration/ Incorporation Certificate b) In case of LLP – Copy ofDeed of Partnership c) In case of Partnership – Copy of duly registered Deed of Partnership d) In case of Sole Proprietor – Duly notarizedUndertaking from Scle proprietor
1.3.	The Bidder must have the required GST Registration. In case of JV, all the members must fulfill this requirement. If one of the partners is new, then new partner should have applied for GST Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid GST Number. Bidder is responsible to submit GST number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so, EMD of the bidder will be forfeited and bid will be ineligible for any further processing	Copy of GST registration certificate with legible GSTIN.
1.4.	The Bidder must have valid PAN Number. If one of the partners is new, then new partner should have applied for PAN Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid PAN Number.	Copy of Pan Card

	Bidder is responsible to submit PAN number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so, EMD of the bidder will be forfeited and bid will be ineligible for any further processing	
1.5.	The Bidder should have Electrical contractor license in Gujarat. In case of non-availability of the same at the time of bid submission, the contractor should submit a valid electrical contractor license issued by Govt. of Gujarat within 1 month of award of contract. The bidder should submit an undertaking in this regard along with the bid. Or submit a copy of contract executed for electrical work with a contractor having a valid license. In case of JV, **any one of the members** must fulfill this requirement and submit the documents as per the RfS document.	Copy of Registration Certificate issued by Government of Gujarat
1.6.	The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officer, should not have business activities suspended, should not be blacklisted or debarred by any utility / government agency, should not have a conflict of interest. In case of JV, **all the members** must fulfill this requirement.	The bidder shall provide an Undertaking as per the Format K.15. In case of JV, all the members must submit the undertaking as per the Format K.15.
1.7.	The bidder must submit a Power of Attorney (POA) authorizing a person to sign the documents on behalf of the Bidder, submit technical, commercial information and attend meetings on behalf of the Bidder. In case of JV, **all the JV members** must submit individual PoA with supporting BoD resolution, except in case of proprietor wherein only undertaking in this regard is to be submitted along with combined PoA (signed by individually authorized person of each JV member)	Sole Bidder to provide POA as per the applicable Law as provided in SECTION - K:Format K.2 In case of JV, Undertaking by JV as per the format Format K.4 and POA as per the format provided in Format K.3 Incase of Company- BR
1.8.	The bidder should have "No Conflict of Interest" as defined in SECTION - G: clause SECTION - G:5.1.5 of this RfS document. Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract. In case of JV, **all the members** must fulfill this requirement.	The bidder shall provide an undertaking as per the format provided in as per the Format K.12 In case of JV, all the members shall submit the undertaking as per the Format K.12

E.2. Qualification Requirement

The details of qualification requirements is provided in the table below. The bidders arerequired to furnish the required supporting documents along with the Technical Bid.

S. No.	Criteria	Documents Required
1.1.	**Technical Criteria**	
1.1.1.	Bidder shall have experience of execution of supply, installation and commissioning of grid connected solar power plants with cumulative capacity of 1 MWp considering capacity of individual solar plants of 10 kWp or more, during last five years with any govt. or private organization in India In case of JV, all the partners of the JV shall collectively meet this technical criteria. In case of JV, if one partner is new, it's experience will be considered as a zero for preceding years.	1. The details of projects executed during the mentioned period should be listed in as per the format provided in Format K.9 & K.10. Attested Copy of work orders and a certificate issued by the govt. or private organization towards the satisfactory work completion to be furnished by the bidder. In absence of any supporting document(s) for any project in line with above, the project will not be considered for evaluating the requirement.
1.2.	**Financial Criteria**	
1.2.1.	The Bidder should have positive net worth for each of the last three Financial Years (FY:19-20, FY:20-21 & FY:21-22). In case of JV, at least one member must fulfill this requirement. In case of JV, if firm is new, it's Net worth and turnover will be considered as a zero for preceding years.	1. Certificate fulfilling required financial criteria in the name of Bidder duly certified by Practicing Chartered Accountant as per the format provided in Format K.11, duly mentioning UDIN 2. Firm's Annual Audited Balance sheet and Profit & Loss statement for last 3 financial years.
1.2.2.	To ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to have Minimum Average Annual Turnover during LAST 3 financial years (FY2019-20, FY 2020-21, FY2021-22) not be less than amount in Rs. mentioned against each separate individual Solar Plant in Annexure K20 for which the bidder wants to bid. If the Bidder wants to participate in the bid for the more than one solar plants, the bidder shall require to have the average annual Turnover not less than the sum of the individual separate amount mentioned against respective individual Solar plants in Annexure K20. The bidder shall ensure that the average	

	annual turnover of the bidder must be higher than the sum of the individual turn over mentioned in the bid against the solar plant selected by the bidder for bidding. In case of the turnover is less than the sum of turn over of the mentioned against the selected plants, the complete bid will be rejected and the bidder will be disqualified for the further process of bid. In case of JV, all the partners of the JVshall collectively meet this criteria.	

2.1.1. Key Information regarding Documentary proofs

a) The bidder must fill up above information clearly in enclosed sheet and attach all required documents in support as at a glance in Technical bid with all plants/location bidder want to participate.

b) If supporting documents are not attached for each eligible criterion above, the bid may be rejected without further reference.

E.3. Joint Venture Participation

3.1.1. Unless otherwise mentioned in Key Bid Data in SECTION - C, bids submitted by a joint venture having not more than two partners with one partner as lead partner, if allowed as per stipulated Qualification Requirements, shall comply with the following requirements:

i. The bid shall include all the information required as described above for each joint venture partner.

ii. The bid shall be signed so as to be legally binding on both the partners.

iii. One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories as per Format K.3.

iv. The leader shall be authorized to incur liabilities and receive instructions forand on behalf of any and both the partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with theleader.

v. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

vi. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Format K.4, including interalia delineation of responsibilities and obligations of each partners appended thereto, not with standing the joint and several liability.

vii. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, survey, manufacturing, supply, installation and commissioning.

viii. All members of JV should have active participation in execution of the contract.This should not be varied/modified subsequently without prior approval of UGVCL.

ix. In order for a joint venture to qualify, both the partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid.

x. A firm can be a partner in only one joint venture; bids submitted by joint ventures including the same firm as partner will be rejected.

SECTION - F: **SUBMISSION OF BIDS**

F.1. Sale of RfS Document

1.1.1. RfS documents may be down loaded from web site https:// UGVCL.nprocure.com (For view, down load and on line submission) and UGVCL's web sites www.UGVCL.comfor view & down load only). (To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe "website.)

F.2. Local Conditions

2.1.1. It will be imperative on each Bidder to fully acquaint himself of all local conditions and factors which may have any effect / bearing on the execution of the works covered under this RfS Document. UGVCL, shall not entertain any request for clarifications from the Bidder, regarding such local conditions, post award of contract. It must be understood and agreed that such factors have properlybeen investigated and considered while submitting the Bid. No claim for financial adjustment to the contract awarded under this RfS Document will be entertained by the UGVCL as applicable. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UGVCL. The Contractor can take few visits of plant location to get acquainted with local conditions, if required.

F.3. Amendment of Bidding Document

3.1.1. At any time prior to the deadline for submission of the Bids, UGVCL may amend theRfS document by issuing Corrigendum/ Addenda.

3.1.2. Any Corrigendum/ Addendum issued shall be a part of the RfS document and shall becommunicated on the Bidding Portal.

3.1.3. To give prospective Bidders reasonable time in which to take a Corrigendum /Addendum into account in preparing their Bids, UGVCL may, at its discretion, extendthe deadline for the submission of the Bids.

3.1.4. Any change in date of submission and opening of bids would be published on BiddingPortal.

At any time prior to the deadline for submission of offers, UGVCL may, at its own discretion modify /add/delete/change the provision of this RfS document by amendments.

The amendment will be notified on Website. UGVCL will bear no responsibility or liability arising out of noncompliance of the same in time or otherwise.

In order to afford prospective RfS applicant's reasonable time in which to take the amendment into account in preparing their offers, UGVCL may at its discretion, extend the deadline for the submission of offers.

Such amendments, clarification etc. shall be binding on the Agency and will be given due consideration by the Agency before they submit their offers and invariably enclose such documents as a part of the offer. All such amendments will be considered as part of RfS Document.

F.4. Submission of Bid Security –EMD

4.1.1. Bidder need to submit "EMD" in the prescribed format (enclosed as Format K.1), on Non-Judicial Stamp Paper of Rs. 300/- as per Annexure-20

Payment of EMD Can be accepted by RTGS/NEFT.

In case of payment through DD/banker's cheque, the scanned copy of original documents shall be uploaded in preliminary stage and original copy of the same will be submitted only by Registered Post A.D. or Speed Post addressed to The Chief Engineer (P&P) ,Uttar Gujarat Vij Company Limited. Regd. & Corporate Office, Visnagar Road, Mehsana -384001 same must be submitted on or Before Schedule Date and time and ensure that Tender Number must be mentioned on the sealed cover. Otherwise the offer will not be considered (at the sole discretion of UGVCL) and no any further communication

in the matter will be entertained.

However no physical documents required if payment of tender Fee and EMD made through cash payment, RTGS & NEFT.

Any deviation found in online Data/Details/Documents in offer (e-tendering) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

F.5. Submission of Bids

5.1.1. E-procurement system as mentioned in this document shall be followed for the bidding.

5.1.2. The Bidder would ensure that all the required documents, as mentioned in this RfS Document, are submitted along with the Bid and in the prescribed format and manner only. Non-submission of the required documents or submission of the documents in different format/contents & different manner may lead to the rejections of the Bid submitted by the Bidder, without further correspondence.

F.6. Language of Bids

6.1.1. Bidders are required to furnish all information and documents as called for in this RfS document in **English Language**.

F.7. Submission of Technical Bid

It is mandatory for all the bidders to submit their tender documents on-line (e-tendering).

F.8. Submission of Price Bid:

8.1.1. **Bidders shall quote on-line their lowest levelized tariff in Rs. per kWh for selling the power generated against the respective capacity of solar power under this feeder level Solarization scheme to UGVCL for 25 years (unless extended by both the parties on mutual agreement) from date of CoD (commercial operations date).**

Solar plant wise evaluation of price bid (tariff quoted) shall be carried out for the capacity of Solar plant mentioned against respective substation.

8.1.2. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 1.786 / kWh, then it shall be consideredas INR 1.78 / kWh).

8.1.3. SPG to get CFA @ Rs. 1.05 Cr per MW subject to installation & commissioning of project in line with MNRE stipulated timeline and requirement. The release of CFA to the selected bidder shall be subjected to release of CFA from MNRE to UGVCL.

Further, the SPG shall give undertaking that he shall not sell power to any other buyer except the UGVCL under the agreement of this tender during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken again the SPG, including stopped/black list, from Participation in future tender of MNRE in Gujarat & the SPG shall require to refund the proportionate CFA granted for the project by MNRE.

For the recovery of the Proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If any event of sell of power is found at a particular time, the amount to be recover from the SPG shall be the remaining of PPA after the event multiply by per year CFA.

The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be

towards recovery of the proportionate CFA granted to the project by MNRE.

8.1.4. Financial tariff offered by the bidder shall be quoted on-line in the on-line price bid schedule by the bidder on Bidding Portal before scheduled due date and time for submission of bids. Indicative price bid format enclosed as Format K.17

8.1.5. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of prices bids on bidding portal.

8.1.6. If price offer is submitted in technical bid, such bids will be rejected in technical bid evaluation stage and will not be considered for further process to conclude the bid.

F.9. Cost of Bidding:

9.1.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and UGVCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

F.10. Alternative Bids:

10.1.1. Alternative bids shall NOT be considered at all and all such alternative bids shall be liable to be rejected.

F.11. Period of Validity of Bids:

11.1.1. Bids shall remain valid for 120 days from the date of opening of Technical Bid as prescribed by UGVCL. A Bid valid for a shorter period shall be rejected and treated as non-responsive.

11.1.2. In exceptional circumstances, UGVCL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

F.12. Format and Signing of Bid

12.1.1. The bid forms/templates/annexure etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized by Bidder to sign, in token of acceptance of all the terms and conditions of the RfS Document. This authorization shall consist of a written confirmation in the form of Power of Attorney as specified in the RfS document and shall be attached to the bid.

12.1.2. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.

12.1.3. The bid documents shall be properly checked before uploading for submission of Bids.

12.1.4. The bid, duly signed (digitally) by Auth. Signatory, shall be uploaded on the Bidding portal in respective file/ format.

12.1.5. Bidders must submit their bids online at Bidding Portal. Bids received by another other means except as desired in this RfS Document shall not be accepted.

12.1.6. If bids are not submitted as per the details mentioned in this RfS document and Bidding Portal, UGVCL shall reject the bid.

12.1.7. Bidders are required to carefully go through the instructions included in the RfS Document and furnish complete information, necessary documents and schedules.

12.1.8. The Bidder shall sign the bid on each page and also at the specified location. Each and every paper enclosed must be given a page no. like 1,2,3,.....etc. & a bid summary must be enclosed along with covering letter on the Letter Head of the firm in the following format:

Sr. No.	Particulars/brief of information/ schedule/ Annexure	Page No:
1.		

2.		
3		
.....		
	Total Page	

Signature of Authorized Signatory, Seal of Entity, Date and Place

F.13. Withdrawal, Substitution, and Modification of Bids

13.1.1. A Bidder may withdraw its bid or re-submit its bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at Bidding Portal, but not after bid submission end date and time.

13.1.2. Bids withdrawn in terms of 13.1.1 above shall not be opened and processed further by UGVCL.

SECTION - G: BID OPENING & EVALUATION

G.1. Bid Opening

1.1.1. UGVCL will first perform the preliminary bid opening for tender fee and Bid security/EMD. Technical bids of those bidders will be opened who are qualified in the preliminary bid. Preliminary & Technical bid opening, which is a critical event in the bidding process, shall be done online mode on the stipulated date & time.

1.1.2. After opening of Bids and till final selection of successful Bidder, no correspondence of any type will be entertained, unless called for by UGVCL. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.

G.2. Confidentiality

2.1.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.

2.1.2. Any attempt by a bidder to influence UGVCL or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

G.3. Clarification of Bids

3.1.1. To assist in the examination, evaluation, comparison and qualification of the bids, the UGVCL may, at its discretion, ask any bidder for a clarification regarding its bid. The UGVCL's request for clarification and the response of the bidder shall be in writing.

3.1.2. Any clarification submitted by a bidder with regard to its bid that is not in responseto a request by UGVCL shall not be considered.

3.1.3. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.

3.1.4. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

3.1.5. All communications generated under this rule shall be included in the record of the procurement proceedings.

G.4. Conflict of Interest

4.1.1. UGVCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of UGVCL's procurement ethics, the bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, UGVCL will take appropriate actions against the Bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.

4.1.2. Conflict of interest will be determined in accordance with GUVNL's Purchase policy as under

Conflict of Interest among Bidders/ Agents:-

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

a)they have proprietor/ partner(s)/ Director(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e)bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/ foreign agent on behalf of only one principal.

g)A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders for particular quoted item, as above.

4.1.3. Further, it may be considered to be in a conflict of interest with one or more partiesin the bidding process if

a) they have controlling shareholders in common; or

b) it receives or have received any direct or indirect subsidy from any of them; or

c) they have the same legal representative for purposes of the Bid; or

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of UGVCL regarding this bidding process.

5.5. Technical Bid opening and evaluation:

5.1.1. Technical Bid submitted online mode of only those bidders will be opened by UGVCL who are qualified in the preliminary bid.

5.1.2. If the above highlighted documents are received in order and as per the schedule, UGVCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, UGVCL may seek clarifications/ additional documents to 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 UGVCL within the stipulated timeline. All correspondence in this regard shall be made through email / bidding portal. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested.UGVCL shall not be responsible for rejection of any bid on account of the above.

5.1.3. The response to RfS submitted by the Bidder shall be scrutinized to establish Technical eligibility as per RfS.

5.1.4. However, it may be noted that if only one or two Bidder(s) is /are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of UGVCL. Thereafter, UGVCL will take appropriate action as deemed fit.

5.1.5. Bids having following characteristics shall be considered non-responsive and shall be liable for disqualification/rejection:-

a) Bid is not received by the due date & time and Bids is not accompanied with the required documents & schedules.

b) Bid not submitted in accordance with RfS document.

c) Bid do not meet the minimum eligibility criteria as mentioned in the biddingdocument.

d) Bids is not accompanied by Bid Security Declaration /Cost of Tender Document

e) Conditional Bid shall be rejected.

f) Proposal is not valid for at least 120 days from the date of opening of onlineTechnical Bid.

g) During validity of the Bid or its extended period, if any, Bidder increases hisquoted prices.

h) Desired certificates in the required formats in the RfS not attached by the bidder.

i) Prices not quoted in prescribed Performa /schedule.

j) Bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

k) Bidder is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in major litigation or financial failures, etc.

l) Bidder failed to provide clarifications related thereto, when sought.

m) Bidder has submitted more than one bid. This will cause disqualification of all Bids submitted by such Bidders including forfeiture of the Bid Security.

n) Bidder who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offeringbribes or other illegal gratification shall be disqualified from the process at any stage.

o) Bid is not meeting any other pre-requisite as spelt out elsewhere in this document.

G.6. Financial Bid Opening:

6.1.1. Evaluation committee of UGVCL shall refer the evaluation report to the Competent Authority of UGVCL, which reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by UGVCL in respect of such Bids.

6.1.2. The Price Bid shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

6.1.3. The Bidders which could not qualify in technical evaluation will be informed aboutthis fact. Their financial bid will be remain unopened for such Bidders.

G.7. Financial Evaluation:

Financial evaluation will be done for each plant/location

7.1.1. To evaluate a bid, UGVCL shall consider the following: -

a) The bid price as quoted in accordance with RfS document.

b) Price adjustment for correction of arithmetic errors in accordance with RfSdocument.

7.1.2. UGVCL's evaluation of a bid will exclude and not take into account any allowance for price adjustment during the period of performance of the Contract, if provided in theBid.

7.1.3. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

7.1.4. If there is a discrepancy between words and figures, the amount in words shall prevail.

7.1.5. Financial offers will be arranged in the ascending order for each lot, of their levelized tariff in the respective price bid i.e. L-1, L-2, L-3, L-4, L-5, Ln.

7.1.6. If same tariff is quoted by two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

7.1.7. Further, the Bidder with the highest Tariff in the Bid will be called the "H1 Bidder".

7.1.8. If only single bid is received and no competition is found, then decision of theCompetent Committee of UGVCL for consideration of the bid will be final.

7.2. Electronic Reverse Auction

7.2.1. After evaluation for each plant/location of financial bids of the bidders in line with Clause G.7 of the RfS and subsequent amendments (if any), UGVCL will conduct electronic reverse auctioning on the discovered L1 rate.

7.2.2. If the number of bidders registered for the electronic reverse auction is less than three, to ensure effective competition, UGVCL may cancel the auction.

7.2.3. The cancellation of the auction shall be communicated promptly to each registered bidder.

7.2.4. The e-reverse auctioning for the shortlisted bidders shall be conducted on separate portal which will be informed to the bidders in advance.

7.2.5. e-reverse auctioning shall be carried out on the day as intimated by UGVCL to the eligible bidders on the lowest quoted tariff (L1) discovered after evaluation of financial bids (as per Clause G.7 of the RfS).

7.2.6. In line with Section G clause 7.1.7 and 7.1.8 of the RfS, after financial bid evaluation, the bidders shall be ranked in ascending order of price bid quoted.

7.2.7. From the above ranking, bidders eligible for the e-reverse auction shall be shortlisted by UGVCL.

7.2.8. The bidder whose bid becomes the highest evaluated value (H1) shall be eliminated, **subject to ensuring maximum five (5) bidders participation in the e-reverse auction** i.e., H1 will be eliminated if six (6) or more bidders participated in the tender.

7.2.9. In case, participation is less than or equal to five (5), all the bidders will be qualified for the e-reverse auction.

7.2.10. In case more than one bidder turn out to be H1 bidders (with the same evaluated price), all H1 bidders will be eliminated subject to ensuring five (5) bidders participation in the e-reverse auction. Due to such elimination of H1 bidders, if the available eligible bidders get reduced to less than five (5), all will be included without elimination.

7.2.11. In case there is a tie on fifth bidder, then all ties bidders on fifth bidding rate will be considered for Reverse Auction.

7.2.12. **e-reverse auction TENTATIVE process (may be revised by UGVCL during intimation of the electronic reverse auction portal):**

(a) At least one day prior to e-reverse auction, an advance intimation regarding the date and time of the e-reverse auction will be sent by email to all such qualified bidders which are identified by UGVCL as per the above stipulated conditions..

(b) However, this advance intimation shall not be construed by the bidders as award of contract.

(c) Post intimation through email by UGVCL, all such bidders shall be required to register on the reverse bidding portal along with payment of requisite registration fees and any other mandatory charges for participation in the e-reverse auction.

(d) The e-reverse bidding portal details along with eligible mode(s) of payment and amount for the applicable fees / charges shall be intimated separately.

(e) At least two hours before the schedule start time of e-reverse auctioning, a system generated email for invitation for e-reverse auctioning will be sent to all those bidders who were shortlisted & intimated by UGVCL as above and have timely registered on the reverse bidding portal (to be intimated later).

(f) Shortlisted bidders for e-reverse auctioning will be able to login to the e-reverse auction portal 15 minutes before the start time of e-auctioning after completing necessary formalities at the Portal and paying all requisite charges.

(g) During the e-reverse auctioning process complete transparency will be maintained. The auctioning shall be on the lowest quoted tariff (L-1) discovered during financial bid evaluation by UGVCL. Hence the L-1 price will become the start price of e-auctioning process.

(h) The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 1.7869 / kWh, then it shall be considered as INR 1.78 / kWh).

(i) The minimum decrement step for e-Auctioning is Rs. 0.01 /- in lowest quoted tariff as per price schedule i.e. each decrement shall be in multiples of Rs. **0.01 /- only**.

(j) Bidders can only quote any value lower than lowest quoted tariff (L-1) of e- reverse auctioning at that point of time. However, at no stage, increase in lowest quoted tariff (L-1) will be permissible.

(k) The initial auctioning period will be **of 30 (thirty) minutes** with a provision of auto extension by **five (5)** minutes from the scheduled/ extended closing time if any fresh bid is received in **last five (5)** minutes of auctioning period or extended auctioning period.

(l) If no valid bid is received during last **Five (5)** minutes of auctioning period or extended auctioning period, then the e-reverse auctioning process will get closed and the last offered L1 rate i.e. further no bidders responds within the time limit, shall become RL-1 rate.

7.2.13. **Selection of Successful Bidder:**

(a) The bidders shall be arranged in the ascending order with lowest quoted tariff i.e RL-1, RL-2 and so on after the reverse auction.

(b) The RL-1 will be selected as successful bidder and subsequently, contractual documentation shall be initiated as per the conditions stipulated in the RfS document.

(c) In all cases, UGVCL's decision regarding selection of bidder through e-reverse auctioning or other-wise based on First Round quotation (financial bids) or annulment of tender process shall be final and binding on all participating bidders.

UGVCL at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion.

G.8. Negotiations

8.1.1. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shallbe sought in the pre-bid stage itself.

8.1.2. The Competent Committee appointed by UGVCL shall have full powers to undertake negotiations in case where single bid is received. Detailed reasons and results of negotiations shall be recorded in the proceedings.

8.1.3. Negotiations shall not make the original offer made by the bidder inoperative. The Competent Committee shall have option to consider the original offer in case the bidder decides to increase tariff originally quoted or imposes any new terms or conditions.

8.1.4. In case of non-satisfactory achievement of tariff from single bidder, the Competent Committee may choose to make a written counter offer to the single bidder and work / supply order be awarded to the bidder if he accepts the counter-offer. UGVCL shall carryout reverse auction for locations as per above condition G.7.2.

8.1.5. In case the tariff even after the negotiation is considered very high, fresh bids shall be invited.

G.9. Right to Reject by UGVCL

9.1.1. UGVCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affectedBidder or bidders of the grounds for UGVCL's action.

SECTION - H: AWARD OF CONTRACT

H.1. LOI and Award of contract

1.1.1. Based on the results of the financial evaluation, UGVCL shall identify the L1 Bidder i.e. bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, after reverse auction further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified in RfS document to perform thecontract satisfactorily.

1.1.2. The Bidder with the lowest quoted tariff after completion of e-reverse auction process shall be selected as the Successful Bidder (SPG) as per condition G.7.2.

1.1.3. A Letter of Intent (LOI) will be issued to the Successful bidder SPG after completion of the selection process.

H.2. GERC approval

2.1.1. The bidders should note that after discovery of L1 price and completion of negotiations on the same with bidder(s), Work order and further contract processing will be done with the successful bidder only after adoption of discovered L1 levelizedtariff by GERC.

2.1.2. For this, UGVCL shall file petition for the adoption of the discovered levelized tariff.

H.3. Performance Bank Guarantee

3.1.1. The successful bidder shall be required to furnish Performance Bank Guarantee as mentioned in Annexure K20 within **15 days** from the date of issue of LOI. The Performance bank guarantee shall be returned after 2 months of commissioning of the project.

3.1.2. The Performance Bank Guarantee shall be in the Form of unconditional Bank Guarantee as per the Format K.16 in favour of "The Chief Engineer (P&P), UGVCL, Mehsana" and to be submitted at the office of The Chief Engineer (P&P), UGVCL, Mehsana.

3.1.3. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project.

3.1.4. Work order shall not be issued due to Non submission of PBG within the above mentioned timelines.

3.1.5. The selected bidder shall furnish the PBG from any Scheduled / Nationalized Banks (in a standard format prescribed by UGVCL) as notified vide finance department of Govt. of Gujarat GR no.: EMD/4/2022/0002/DMO dated 20/05/22 and further amendments if any. CORPORATE GUARANTEES NOT ALLOWED

3.1.6. In case of award of the contract to a Joint Venture, the Bank Guarantees for performance bank guarantee shall be submitted in the name of all the partner(s) of the Joint Venture "OR" in the name of Lead/other Partner in the Joint Venture submitting the bid.

3.1.7. The BG for performance bank guarantee shall be executed on Gujarat Non-Judicial Stamp Paper worth Rs.300/-.

H.4. Forfeiture of Performance bank guarantee:

4.1.1. Apart from cases mentioned in the RfS regarding forfeiture of Performance bank guarantee, the Performance bank guarantee amount in full or part may also be forfeited in the following cases:

a) Non-submission of Land document in prescribed time limit

b) Failure in executing the PPA

c) When the terms and conditions of contract is breached / infringed by the SPG

d) When contract is being terminated due to non performance by the SPG

Notice of reasonable time will be given in case of forfeiture of Performance bank guarantee

deposit. The decision of the UGVCL, as applicable, in this regard shall be final.

4.1.2. No interest will be paid by UGVCL on the amount of Performance bank guarantee.

H.5. Signing of PPA:

5.1.1. After approval of the GERC for the adoption of the discovered levelized tariff and payment of the PBG by SPG, the Work Order will be placed the concerned SPG against the respective solar plant.

5.1.2. The SPG shall ensure submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc. within **90 days from** the date of issuance of work order after which PPA shall be signed by UGVCL with the SPG.

5.1.3. Power Purchase Agreement (PPA) as per the enclosed format of PPA in Annexure-K18 shall be signed after submission of the "In-Principle" land documents including documents such as Agreements to Sell, Banakhat etc. within 90 days from the date of issuance of work order by UGVCL with the SPG The PPA shall be valid for a period of 25 years from COD as per provisions of PPA. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPG and UGVCL.

5.1.4. Further, the SPG shall submit the final land documents within the period of **4 months** after the date of signing of PPA for the entire required land duly registered by appropriate revenue authority

5.1.5. If the bidder, whose bid has been accepted, fails to furnish the required PBG or fails to sign a PPA within specified period, UGVCL shall take action against such bidder. UGVCL may, in such case, may cancel the tender process or if it deems fit, offer the discovered tariff to the next lowest or most advantageous bidder for acceptance, in accordance with the criteria and procedures set out in this RfS.

5.1.6. The bidder shall execute the PPA on a non-judicial stamp of Gujarat State of value worth Rs. 300/- and submitted the same to the office of Chief Engineer (P&P), UGVCL. All expenditure towards execution of Bank Guarantees shall be borne by the SPG.

H.6. Reservation of Rights

6.1.1. To take care of unexpected circumstances, UGVCL shall reserve the rights for the following:

a) Extend the closing date for submission of the bids.

b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.

c) Seek information from or negotiate with single bidder

d) Discontinue negotiations at any time with any bidder.

e) Allow a bidder to change its Technical proposal if the same opportunity is givento all bidders.

f) Terminate or abandon the Tender procedure or the entire Project whether before or after the receipt of Bids.

g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its Bid.

h) Reproduce for the purposes of the procedure the whole or any portion of the Bid despite any copyright or other intellectual property right that may subsist in the Bid.

SECTION - I: BILLING AND PAYMENT CONDITIONS

The conditions in this section are as per the Article 10 of PPA mentioned here under:-

10.1.1 Energy measurement for Monthly billing

a) The SPG shall raise the invoice after issuance of State Energy Account by SLDC each month and submit the relevant extracts thereof along with the monthly invoice.

b) Subsequently, the SPG shall furnish the joint meter reading report (JMR)/Energy Account, duly verified by its authorized representative and concerned Executive Engineer, along with downloaded CMRI data (of all three meters) of 15 minutes time block to The Chief Engineer SLDC, Vadodara, through courier and/or e-mail along with the Monthly Bill (final energy net of import and export, multiplied by the Rs. per kWh tariff as per PPA and reactive power charges compensation) on the same day (i.e. 1st day of the month).

c) Subsequently, the SPG shall furnish the joint meter reading report (JMR)/Energy Account, duly verified by its authorized representative and concerned Executive Engineer(O&M) Division, along with downloaded CMRI data (of all three meters) to The Chief Engineer (P&P) UGVCL, through courier and/or e-mail along with the Monthly Bill (final energy net of import and export, multiplied by the Rs. per kWh tariff as per PPA and reactive power charges or any other charges compensation) on the same day (i.e. 1st day of the month).

d) Provided that:

i. if the date of commencement or supply of power falls during the period between the first (1st) day and up to and including the fifteenth (15th) dayof a Month, the first Monthly Bill shall be issued for the period until the last day of such Month, or

ii. if the date of commencement of supply of power falls after the fifteenth (15th) day of a Month, the first Monthly Bill shall be issued for the period commencing from the Delivery Date until the last day of the immediately following Month.

e) Provided further that if a Monthly Bill is received on or before the second (2nd)day of a Month, it shall be deemed to have been received on the second (2nd) Business Day of such Month.

f) Provided further that if a Monthly Bill for the immediately preceding Month is issued after 1st day of the next Month, the Due Date for payment of such Monthly Bill shall be extended accordingly.

g) The monthly bills shall be raised by SPG only after issuance of State Energy Account by SLDC.

10.1.2 Inspection and Testing of Meters

a) UGVCL and SPG shall jointly inspect and if necessary, recalibrate the metering system on a regular basis but in any event, at least once every year or at a shorter interval at the request of any of the two parties.

b) Each Meter comprising the metering system shall be sealed by UGVCL, and shallbe

opened, tested or calibrated in the presence of both the parties.

10.1.3 *Inaccuracy of Meters*

a) In case the difference between the energy recorded in the main meter and the check meter for any calendar month is within 0.5%, the energy recorded in the main meter shall be taken as final.

b) However, if the variation exceeds ±0.5%, following steps shall be taken:

i. Both interface meters (Main as well Check) and metering system shall be tested and checked.

ii. Re-Calibration of both meters at site with reference standard meter of accuracy class higher than the meter under test, if no issues found in step (a) above.

iii. On carrying out the re-calibration of the main meter, if it is discovered that either the percentage of inaccuracy exceeds ±0.5% or that the main meter is not working, the following procedure in order of priority, whichever is feasible, for arriving at the computation of quantity of energy during the period between the last calibration and the present, shall be followed:

- On the basis energy recorded in the check meter if installed and functioned accurately; or
- By correcting the error, if the percentage of error is ascertainable from calibration, tests or mathematical calculation

iv. The correction to the quantity of energy injected shall apply to the following periods (hereinafter referred to as the "Correction Period"):

- To any period of time during which the main meter was known to be malfunctioning or to which the parties mutually agree;
- If the period during which the main meter was malfunctioning is not known or is not agreed to between the parties, the correction shall be applicable for a period equal to half the time elapsed since the date of the preceding calibration test, provided that under no circumstance shall the Correction Period exceed one month.

v. If the difference exists even after such checking or testing, then thedefective meter(s) shall be replaced with a tested meter.

vi. In case of conspicuous failures like burning of meter and erratic display of metered parameters and when the error found in testing of meter is beyond the permissible limit of error provided in the relevant standard, the meter shall be immediately replaced with a tested meter.

vii. In case where both the Main meter and Check meter fail, energy recorded in the Standby meter shall be considered as final and at least one of the meters shall be immediately replaced by a tested meter.

10.1.4 *General*

a) From the Commercial Operations Date of the solar power plant, UGVCL shall pay to the Successful SPG the monthly Tariff Payments subject to the adjustments as per provisions of the PPA and submission of following documents:

i. Monthly bill (Injection /Schedule at delivery point as certified by SLDC multiplied by the Rs. per kWhtariff as per PPA)

ii. Relevant Extracts of State Energy Account.

b) All Tariff Payments by UGVCL shall be in Indian Rupees.

c) The SPG shall be required to make arrangements and payments for import of energy (if any) as per applicable regulations.

Reactive power charges or any other charges as per CERC/ GERC regulationsshall be payable by SPG as per provisions of PPA.

10.1.5 *Delivery and Content of Monthly Bills/Supplementary Bills*

a) The SPG shall issue to UGVCL hard copy of a signed Monthly Bill for the immediately preceding Month based on the State Energy Account along with all relevant documents (payments made by selected bidder for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of CERC/GERC shall not be a part of bill raised by SPG to UGVCL)

b) Each Monthly Bill shall include all charges as per the Agreement for the energy supplied for the relevant Month based on State Energy Account. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the applicable levelized tariff. Net energy import from the grid shall be billed at HTP-III tariff.

10.1.6 *Payment of Monthly Bills*

a) On receipt of JMR/Energy Account along with CMRI data (of both meters) and bill, Superintending Engineer (Regulation) UGVCL shall verify the readings and subsequent share the same along with original bill and other relevantdocuments to UGVCL.

UGVCL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the Chief Engineer (P&P) UGVCL.

b) As defined under the PPA, Due Date of Payment" in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the UGVCL. The Tariff Invoice shall include relevant documents.

All payments required to be made under this Agreement shall also include any deduction or set off for:

i. deductions required by the Law; and

ii. Amount claimed by UGVCL, if any, from the SPG, will be adjusted from the monthly energy payment.

iii. Charges for net import of energy by the solar plant from the grid shall be as per HTP-III Tariff as per GERC

a) The SPG shall open a bank account (if not having any bank account) for all Tariff Payments to be made by UGVCL to the SPG and notify UGVCL of the details of such account at least sixty (60) Days before the dispatch of the first Monthly Bill.

10.1.7 *Late Payment Surcharge*

(1) For payment of Monthly bill by UGVCL, if paid after Due Date of Payment, a late Payment charge shall be payable by UGVCL to the SPG on the payment outstanding after the due date at the base rate of Late Payment Surcharge

applicable for the period for the first month of default.

(2) The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.

(3) Provided that the rate at which Late Payment Surcharge shall be payable shall not exceed the rate of seven (7) percent in excess of the SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount of outstanding payment, calculated on a week or part thereof basis viz. (SBI MCLR rate + 7%)

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \text{ per week or part thereof.}$$

(4) Provided further that all Payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

(5) The Late Payment Surcharge shall be claimed by SPG through the supplementary bill.

(6) The Late Payment Surcharge shall be governed as per the provisions of Electricity (Late Payment Surcharge) Rules, 2021 issued by Ministry of Power, Government of India vide notification dated 22.02.2021 and subsequent amendments or replacements thereof issued from time to time.

10.1.8 Rebate

a) For payment of any Bill on or before Due Date, the following Rebate shall be paid by the SPG to UGVCL in the following manner and the SPG shall not raise any objections to the payments made under this article.

i. For payment of Monthly Bill by UGVCL, if paid before Due Date of Payment, a Rebate shall be deducted by UGVCL at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

(SBI MCLR rate + 7%)

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \text{ per week or part thereof.}$$

10.1.9 Payment of Supplementary Bills

a) Either party may raise a ("Supplementary Bill") for payment on account of adjustments required by the Energy Accounts (if any) and such Supplementary Bill shall be paid by the other Party.

b) The Parties shall remit all amounts due under a Supplementary Bill to the Designated Account by the Due Date.

c) The Rebate and Late Payment Surcharge shall be applicable at the same terms applicable to the Monthly Bill.

10.1.10 Payment Security Mechanism

Letter of Credit (LC):

a) UGVCL shall provide to the SPG, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the SPG in accordance with the PPA.

b) Not later than one (1) Month before the start of supply, UGVCL through ascheduled bank open a Letter of Credit in favour of the SPG, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

   i. for the first Contract Year, equal to the estimated average monthly billing;

   ii. for each subsequent Contract Year, equal to the average of the monthly billing of the previous Contract Year.

c) Provided that the SPG shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.

d) Provided further that if at any time, such Letter of Credit amount falls short of the amount specified above due to any reason whatsoever, UGVCL shall restore such shortfall within fifteen (15) days.

e) UGVCL shall cause the scheduled bank issuing the Letter of Credit to intimatethe SPG, in writing regarding establishing of such irrevocable Letter of Credit.

f) UGVCL shall ensure that the Letter of Credit shall be renewed not later than its expiry.

g) All costs relating to opening, maintenance of the Letter of Credit shall be borne by the SPG.

h) If UGVCL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to above, the SPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from UGVCL, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

   i. a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to SPG and;

   ii. a certificate from the SPG to the effect that the bill at item (a) above, or specified part thereof, is in accordance with the Agreement, is not disputed and hasremained unpaid beyond the Due Date;

10.1.11 Disputed Bill

a) If UGVCL does not dispute a Monthly Bill or a Supplementary Bill raisedby the SPG within thirty (30) days of receiving such Bill shall be taken as conclusive.

b) If UGVCL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay undisputed amount of the invoice amount and it shall within fifteen 30 days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

   i. the details of the disputed amount;

   ii. its estimate of what the correct amount should be; and

   iii. all written material in support of its claim.

c) If the SPG agrees to the claim raised in the Bill Dispute Notice, the SPG shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

d) If the SPG does not agree to the claim raised in the Bill Dispute Notice, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to UGVCL (i.e. office of Superintending Engineer (Solar), UGVCL) providing:

i. reasons for its disagreement;

ii. its estimate of what the correct amount should be; and

iii. all written material in support of its counter claim.

e) Upon receipt of the Bill Disagreement Notice by Superintending Engineer (Regulation), UGVCL, authorized representative(s) or a director of the board of directors/ member of board of the UGVCL and SPG shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

f) If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice, the matter shall be referred to Dispute resolution in accordance with Article 16 of PPA.

g) For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, UGVCL shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount of the invoice amount in the Monthly Bill.

SECTION - J: OTHER TERMS AND CONDITIONS

J.1. Jurisdiction of Contract

1.1.1. The laws applicable to the Contract shall be the Laws in force in India. The court at Mehsana District i.e. city where the Corporate Office of UGVCL is situated shall have exclusive jurisdiction in all matters arising under this contract.

J.2. Change in Laws & Regulations

2.1.1. Change in Law conditions shall be applicable as mentioned in the Power Purchase Agreement.

2.1.2. In addition to the receipt of applicable CFA from MNRE for the SPV plant, the Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional custom and Excise Duties, Tax Holidays etc. if available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on UGVCL for any liability if bidders are not able to avail any available fiscal incentives and this will not have any bearing on the applicable tariff.

2.1.3. If the Project is transferred or sold to a third party during its tenure (after initial lock in period of 1 year after COD), UGVCL will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honor all the obligations and terms & conditions of the PPA.

J.3. Min. Generation Guarantee

3.1.1. The Selected bidder shall provide a minimum generation guarantee corresponding to a capacity utilization factor (CUF) of 19% (the "Guaranteed CUF") with respect to the AC capacity of the PV system.

3.1.2. This Guaranteed CUF shall be calculated on an annual basis and shall be verified by UGVCL at the end of each year during the 25 (twenty-five) years operation period or any extension thereof on mutual agreement.

3.1.3. **There shall be no year-on-year reduction on the Guaranteed CUF during the 25 (twenty-five) year's period.**

3.1.4. Right to Contracted Capacity & Energy

UGVCL, in any Contract Year shall not be obliged to purchase any additional energy from the SPG beyond the contract capacity. If for any Contract Year except for the first year of operation, it is found that the SPG has not been able to generate and supply minimum energy of **as mentioned against Solar power plant as mentioned in Annexure K20 in KWH (Units) (corresponding to 19% minimum CUF) for respective Feeder(s) level Solar plant** during the term of the agreement, on account of reasons solely attributable to the SPG, the non-compliance by SPG shall make the SPG liable to pay the compensation. UGVCL shall not be obliged to purchase energy in excess of maximum CUF of 30% during any contract year. If _UGVCL decides to purchase the excess energy beyond CUF of 30%, the payments for such excess energy shall be made at 75% of the PPA tariff. For the first year of operation, the above limits shall be considered on pro-rata basis. The lower limit will, however be relaxable by UGVCL to the extent of grid non-availability for evacuation which is beyond the control of the SPG.

This compensation shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty would ensure that the UGVCL is offset for all potential costs associated with low generation and supply of power under the PPA. **The compensation payable to UGVCL by the SPG shall be 25% (twenty-five percent) of the cost of this shortfall in energy terms, calculated at PPA tariff.** This compensation shall not be applicable in events of Force Majeure identified under PPA.

At any point of time block, the peak of capacity shall not reach higher than the contracted capacity at the point where power is injected in the grid. The SPG shall forego the excess generation and reduce the output to the contract capacity and shall be required to pay the penalty/charges in case of failure to do so. The SPG shall install adequate protection equipment at the interconnection point to avoid excess energy feeding into the grid and failure to do so shall entitle DISCOM to not pay for the additional energy over and above the contracted capacity.

3.1.5. Generation compensation for Off-take constraints

a. Generation Compensation in offtake constraints due to Grid Unavailability: Duringthe operation of the plant, UGVCL shall endeavor to ensure **95% of grid availability** in a contract year, however, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the SPG. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted to the following and there shall be noother claim, directly or indirectly against UGVCL:

Duration of Grid unavailability	*Provision* for Generation Compensation
Grid unavailability in excess of 5% in a contract year as defined in the PPA (only period from 8 am to 6 pm to be counted):	***Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]*** 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.

The excess generation beyond 19% CUF by the SPG equal to this generation loss shall be procured by UGVCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.

b. Offtake constraints due to Backdown: In the eventuality of backdown, subject to the submission of documentary evidences from the competent authority, the SPG shall be eligible for a minimum generation compensation, from UGVCL, restricted to the following and there shall be no other claim, directly or indirectly against UGVCL.

Duration **of Backdown**	*Provision* for Generation Compensation
Hours of Backdown during a monthly billing cycle.	***Mininum Generation Compensation = 100% of [(Average Generation per hour during the month) X (number of hackdown hours during the month)] X PPA tariff*** Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month

The SPG shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions. The Generation Compensation shall be paidas part of the energy bill for the successive month after JMR.

J.4. Other Key Responsibilities

4.1.1. MNRE/ UGVCL Inspection & Reporting

a) The Ministry officials or designated agency may inspect the ongoing installation or installed plants. In case the installed systems are not as per standards, non- functional on account of poor quality of installation, or non-compliance of AMC, the Ministry reserves the right to blacklist the selected bidder. Blacklisting may inter-alia include the following:

i) The SPG will not be eligible to participate in tenders for Government supported projects.

ii) In case, the concerned Director(s) of the SPG joins another existing or starts/joins a new firm/company, the company will automatically be blacklisted.

b) The SPG shall be responsible for providing daily / weekly / monthly or customized information regarding progress of projects required by UGVCL / MNRE, online or in hard copy. For which the SPG is also responsible for maintaining online & off-line records.

c) Assist UGVCL with a real-time monitoring dedicated web-portal (SEDM).

J.5. Code of Integrity

5.1.1. All the officers or employees of UGVCL shall:

a) maintain an unimpeachable standard of integrity both inside and outside their office

b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions

c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large

d) not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition

e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from UGVCL.

f) not have a financial interest in any bidder(s) responding to UGVCL's bidding process and any person having financial interest in any bidder shall not participate in this tender process

g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information

h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process

i) provide all bidders identical information at the same time, during the biddingprocess;

j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process

k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders

l) protect the interests of the UGVCL under all circumstances while dealing withinformation and information sources

m) maintain confidentially of all bids

n) ensure that the selection of bidder is as per the RfS document and is notinfluenced by personal reasons attributable to concerned officials in any manner

o) Disclose conflict of interest, if any.

5.1.2. Any Bidder participating in Tender process shall:

a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process

b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

c) not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the Tender process

d) not misuse any information shared between UGVCL and the bidders with an intent to gain unfair advantage in the Tender process

e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the Tender process;

f) not obstruct any investigation or audit of a Tender process

g) disclose conflict of interest, if any; and

h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

J.6. Breach of code of integrity by the bidder

6.1.1. In case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, UGVCL may take appropriate action in accordance with the provisions.

J.7. Vexatious Appeals & Complaints

7.1.1. Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint with the intention of delaying or defeating any procurement or causing Loss to UGVCL or any other bidder, shall be punished with fine as per the laws of land.

UGVCL's Bank Details for issuance of Bank Guarantee through SFMS platform towards EMD/PBG/SD etc.

Name of Company-Uttar Gujarat Vij Company Ltd. Bank Name:-Bank of Baroda

Account Number:-01520500013524

IFS code-BARB0MEHSAN (FIFTH letter is ZERO)

Type of Account-Cash Credit.

SECTION - K: EMD Bank Guarantee Format

K.1. EMD Bank Guarantee Format

(To be submitted by bidder on non-judicial stamp paper of Rs. 300/- and its scanned copy is to be submitted in 'on-line' on the bidding platform)

For RFS No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-6

WHEREAS M/s. _____ (name & address of the Firm) having their registered office at _____ (address of the firms Registered Office) (hereinafter called the 'RFS Documenter') wish to participate in the RFS Document No. _____ for _____ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for _____ Uttar Gujarat Vij Company Ltd and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs._____ (amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be **6 (SIX)** months from the schedule date of opening of the RFS Document. **be submitted by the RFS Documenter along with the RFS Document.**

We, _____ (name of the Bank and address of the Branch giving the Bank Guarantee) having our Registered Office at _____ (address of Bank's Registered Office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Uttar Gujarat Vij Company Ltd or any Officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of E.M.D.), (Rupees _____ _____ (in words) to the said Uttar Gujarat Vij Company Ltd on behalf of the RFS Documenter.

We _____ (name of the Bank) also agree that withdrawal of the RFS Document or part thereof by the RFS Documenter within its validity or Non-submission of Security Deposit by the RFS Documenter within one month from the date RFS Document or a part thereof has been accepted by the Uttar Gujarat Vij Company Ltd would constitute a default on the part of the RFS Documenter and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the RFS Documenter and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of RFS Documenter Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the RFS Documenter and the UGVCL.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. UGVCL/GUVNL 's Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ ***(Date of validity of the Guarantee)***, all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Signature of the Bank's Address of the Bank with Branch Code,
Authorized Signatory
Telephone and Fax Nos.
Official Round Seal.

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

K.2. Power of Attorney in favour of Authorized Signatory (In Case of Bidder is Single Entity)

(On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate)

The Bidder is required to submit the Power of Attorney in the Format as per the applicableLaw.

K.3. Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)

(On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder ....have formed a Joint Venture under the laws of ..... and having our Registered Office(s) / Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of ..... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to "Bid Specification" for the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV DANTOD substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-6, for which bids have been invited by Uttar Gujarat Vij Company Limited("UGVCL") undertake the following acts:

i. To submit proposal and participate in the aforesaid Bid Specification of UGVCL on behalf of the "Joint Venture".

ii. To negotiate with UGVCL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the UGVCL for and on behalf of the "Joint Venture".

iii. To do any other act or submit any document related to the above.

iv. To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default byall the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the period to complete all the Scope of Work awarded under the terms of Bid Specification/ Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid and negotiates with UGVCL and signs the Contract with UGVCL and/orproposes to act on

behalf of the Joint Venture by virtue of this Power of Attorneyand the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ..... day of.....under the Common Seal(s) of their Companies.

For and on behalf of the

Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture: The

Common Seal has been affixed there unto in the presence of:WITNESS

1. Signature.....

   Name .....

   Designation .....

   Occupation .....

2. Signature.....

   Name .....

   Designation .....

   Occupation .....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers ofappropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and shall invariably be witnessed.

K.4. Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)

(On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate)

THIS JOINT DEED OF UNDERTAKING executed on this ..... day of.....Two Thousand and ..... by M/s .....a company incorporated under the laws of..... .....and having its Registered Office at..... (hereinafter called the "Party No.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 "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" (in case of award)] against the "Bid Specification" for the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV DANTOD substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS) under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-6, the bids for which have been invited by Uttar Gujarat Vij Company Limited("UGVCL")WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS UGVCL has invited bids as per the above mentioned Bid Specification for the work of Design survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected Feeder level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV DANTOD substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS). under NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-6

AND WHEREAS SECTION - E:(1.1.1) forming part of the RfS document, inter-alia stipulates that an Undertaking of upto two qualified entities as partners in a Joint Venture, meeting the requirements of Eligibility & Qualification Criteria SECTION - E:, as applicable may bid, provided, the Joint Venture fulfils all other requirements under SECTION - E: and in such a case, the Bid Formats shall be signed wherever applicable and as required by RfS document either by the Authorized Signatory (appointed by a Power of Attorney executed by all partners of Joint Venture) and/or all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Performance bank guarantee will be as per the format enclosed with the RfS document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to UGVCL vide Bid No ..... (Reference No: of Bid submitted by Bidder) dated ..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of RfS document, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by UGVCL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s ..... the **Party No.1,** shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound onto UGVCL for the successful performance of the Contract and shall be fully responsible for successful completion and performance of Scope of Work as provided in Contract in accordance with the terms and conditions specified in the Contract.

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if UGVCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, theParty(s) of these presents undertake to promptly make good such loss or damages caused to UGVCL, on its demand without any demur. It shall not be necessary or obligatory for UGVCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), UGVCL can proceed against anyof the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to UGVCL.

4. The financial liability of the Parties of this Deed of Undertaking to the UGVCL, as applicable, with respect to any of the claims arising out of the performance or non- performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – ..... *(to be suitably appended by the JV Partners alongwith this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture forsubmission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture,other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance bank guarantee from a bank in favour of UGVCL in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till UGVCL discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of .....
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated .....

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name .....
Designation .....
Signature .....

(Signature of the authorized representative)

WITNESS:
I. .....
II. .....

Common Seal of .....
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated .....

For Party No.-2
For and on behalf of M/s.....

Name .....
Designation .....
Signature .....

(Signature of the authorized representative)

WITNESS:
I. .....
II. .....

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and shall invariably be witnessed.
3. Attach the Appendix.....as mentioned in the Clause 5 of this Deed of Undertaking.

K.5. Bid Submission Letter/Undertaking

(On Letterhead of Bidder/ Lead Member of JV)

From:

(Full name of Bidder / Lead Member of JV) .....
Address of the Organization.....
Name of Authorized Signatory: .....
Designation: .....
Email ID: .....
Phone / Mobile No.: .....

To:

The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11Kv DANTOD substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT No: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-6

Dear **Sir,**

In connection with the above subject, I / We confirm the following:

1. I/We, the undersigned.....[insert name of the 'Bidder'] having read, examined and understood in detail the RfS document issued vide above referenced NIT, hereby submit our "Bid" in full compliance with terms & conditions of RfS document. A copy of the RfS document, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms/ Conditions. I/ We have submitted the Bid in electronic form on ON-LINE mode at the Bidding Portal mentioned in the RfS document.
2. *[Insert this clause in case JV]* I/We are submitted our Bid in form of Joint Venture, whereby M/s..... is the Lead Member and Partner, M/s..... is the other JV Partner. We have enclosed the Joint Deed of Undertaking executed byus in our Bid as per the requirement mentioned in the RfS document.
3. I/We have selected Mr....., as our Authorized Signatory in our Bid. We have enclosed the Power of Attorney (POA) executed in favour of Authorized Signatory in our Bid as per the requirement mentioned in the RfS document.
4. I/We have paid the requisite amount of EMD. I/we understand that without payment of the EMD by us, our offer shall out rightly be rejected. If, I/we are selected and shortlisted for as successful Bidder, we agree pay therequired Performance bank guarantee as per the terms & conditions mentioned in the RfS document. I/We understand that I/we shall not be awarded the Contract if we fail to pay the Performance bank guarantee in stipulated time.
5. I/We agree to treat the RfS document and other records connected with the Scope of Work as secret and confidential documents and shall not communicateinformation described therein to any person other than the person authorized byyou or use the information in any manner prejudicial to the safety requirement.
6. I/We understand that you are not bound to accept the lowest or any bid you may receive.
7. I/ We are participating, as Bidders, in not more than one Bid in this Bidding process.

8. I / We declare that our Bid is strictly in line with RfS document Specification and there is no deviation. Further, I/We also agree that additional conditions / deviations, if any, found in our Bid, the Bid shall be out rightly rejected without assigning any reason thereof. We shall ensure that we execute such Bid documents as per the provisions of the NIT and provisions of such RfS document shall be binding on us. I/We confirm that we have not taken any deviation so as to be deemed non- responsive.
9. I/We hereby unconditionally and irrevocably agree and accept that the decision made by UGVCL in respect of any matter regarding or arising out of the Bid submitted by us/ RfS document issued by UGVCL shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
10. I/ We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of Project mentioned in the RfS document.
11. I / We hereby submit our Bid and undertake to keep our Bid valid for a period of 120 days from the date of opening of Technical Bid. I / We hereby further undertake that during the said period, I / We shall not vary/alter or revoke my/ our Bid.
12. I/We also agree to abide by and fulfil all the terms, conditions and provisions of the above mentioned RfS document.

Enclosed:

1. **Summary Details of Bidder/ JV Partners**
2. **Details of Material offered, Solar PV Modules, Configuration & Work execution capacity, existing & proposed after sales service centers in Gujarat**

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:
Place:

K.6. Summary Details of Bidder

(On Letterhead of Bidder for which the said details are provided. In Case of JV the followingformat is to be provided by Each Member of the Joint Venture)

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-6

S. No.	Information:	Details:
1.	Name of Bidder:	
2.	Bidding entity:	(JV / Sole Bidder)
3.	JV partners: *(Not applicable for Sole Bidder)*	1. Lead Member: 2. Other Partner:
4.	Registration status:	(Company/ LLP/ Partnership/ Sole Proprietor)
5.	Registration Number:	
6.	GST Registration Number:	
7.	PAN No:	
8.	Key Contact details:	Name: Email id: Mobile no.:
9.	Registered office details:	Address: Phone no.: Email ids:
10.	Other Branch offices in India:	
	(i)	Address: Phone no.: Email ids:
	(ii)	Address: Phone no.: Email ids:
11.	Details of firm's Directors:	
	(i) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(ii) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(iii) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(iv) *<Name of director>*	Designation: Address: Mobile Number: Email ID:

S. No.	Information:	Details:
12.	If Manufacturer of any item, theName of products being manufactured:	
13.	Address of Manufacturing unit:	
14.	Brief details of firm's work experiences:	

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:

Designation:

Date:

Place:

K.7. Details of Material

(On Letterhead of Bidder/ Lead Member of JV)

Annexure-K7 is not require to be submitted with Tender but successful SPG shall require to submit before PPA

In Response to NIT No:	UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-6

S. No.	Material	Per unit power rating (Watts)	Name of Manufacturer with whom Bidder has made MoU of supply material under this project	Manufacturing Country	Production Capacity of the material (per annum)	Tested from..... {Enclose the test certificate}
1	SPV Modules					
2	Invertors					
3	Meters					
4	Circuit Breakers					
5	Conductor / Cable					
6	Other Material					

Note:

1. **Also power performance test data sheets of all modules. The exact power of the module shall be indicated if the data sheet consists of a range of modules with varying output power.**
2. Also provide complete technical data sheets for each equipment giving details of the specifications along with make/makes along with basic design of the PV Installation setup and power evacuation, synchronization along with protection equipment.

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:
Place:

K.8. Details of Bidders Eligibility Requirements

(On Letterhead of Bidder/ Lead Member of JV)

To
The Chief Engineer(P&P),
Uttar Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
Visnagar road,
MEHSANA-384001, (Gujarat)

Sub: Bid towards RfS for Solar Power Generator (SPG) for work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder** level solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of various 11kV feeders of associated 66/11kV DANTOD substation in UGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

Ref: NIT NO: UGVCL/Project/Solar/PM-KUSUM-C-FLS/TN-6

We hereby declare that we are eligible for bidding in reference to "**Eligibility Requirements**"of the RfS document vide above referenced NIT No. and submit the following certificate(s) /documents in support:

S. No.	Criteria	Documents Required	Status & Supporting Documents Attached
1.	Bidder can be sole/ single bidder OR, Joint Venture (JV) of up to 2 (two) members, with one of the members as a Lead Member	In case of JV, Deed of Undertaking	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*
2.	The Bidder should have any of the following legal status: a) Body incorporated in India under the Companies Act, 2013 including any amendment thereto; OR b) Body incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto; OR c) Firm registered under Partnership Act, 1932 in India; OR d) Sole Proprietor In case of JV, **all the members**	e) In case of Company – Copy of Registration/ Incorporation Certificate f) In case of LLP – Copy of Deed of Partnership g) In case of Partnership – Copy of Deed ofPartnership h) In case of Sole Proprietor – Duly notarized Undertaking from Sole proprietor	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*

S.No.	Criteria	Documents Required	Status & Supporting Documents Attached
	must fulfill this requirement and submit the documents asper the RfS document.		
3.	The Bidder must have the required GST Registration. In case of JV, all the members must fulfil this requirement. If one of the partners is new, then new partner should have applied for GST Registration. Bidder is to submit the proof of document containing registered application of new partner along with payment receipt of registration charges towards GST Registration. However, other partner must have valid GST Number. Bidder is responsible to submit GST number with documents in support in respect of other member, within 30 (Thirty) days from the date of opening of the Price bid. If the bidder failed to do so, EMD of the bidder will be forfeited and bid will be ineligible for any further processing	Copy of GST registration certificate with legible GSTIN.	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*
4.	The Bidder must have valid PAN Number In case of JV, **all the members** must fulfill this requirement.	Copy of Pan Card	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*

5.	The Bidder should have Electrical contractor license in Gujarat. In case of non-availability of the same at the time of bid submission, the contractor should submit a valid electrical contractor license issued by Govt. of Gujarat within 1 month of award of contract. The bidder should submit an undertaking in this regard along with the bid. Or submit a copy of contract executed for electrical work with a contractor having a valid license. In case of JV, **any one of the members** must fulfill this requirement and submit the documents as per the RfS document.	Copy of Registration Certificate issued by Government of Gujarat	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*
6.	The bidders should be qualified,not be insolvent, not be inreceivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officer, should not have business activities suspended, should not be blacklisted or debarred by any utility / government agency, should not have a conflict of interest. In case of JV, **all the members** must fulfill this requirement.	The bidder shall provide an Undertaking as per the Format K.15. In case of JV, all the members must submit the undertaking as per the Format K.15.	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*
7.	The bidder must submit a Power of Attorney (POA) authorizing a person to sign the documents on behalf of the Bidder, submit technical, commercial information and attend meetings on behalf of the Bidder. In case of JV, **all the JV members** must submit individual PoA with supporting BoD resolution, except in case of proprietor wherein only undertaking in this regard is to be submitted along with combined PoA (signed by individually authorized person of each JV member)	Sole Bidder to provide POA as per the applicable Law as provided in SECTION - K:Format K.2 In case of JV, Undertaking by JV as per the format Format K.4 and POA as per the format provided in Format K.3	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*

8.	The bidder should have "No Conflict of Interest" as defined in SECTION - G: clause SECTION - G:5.1.5 of this RfS document. Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract. In case of JV, **all the members** must fulfill this requirement.	The bidder shall provide an undertaking as per the format provided in as per the Format K.12 In case of JV, all the members shall submit the undertaking as per the Format K.12	Status: Documents Attached: *Yes/No* *(Attached at Annexure..... to this letter)*

All supporting documents enclosed.

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:
Designation:
Date:
Place: