BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR

PETITION NO. OF 2024

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 DGVCL vide RfS No. DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-02, dtd.27/03/2023 for 112 Nos of solar plants of total 212.0MW, through RESCO model, for solarization of various 11 KV feeders in DGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.

NOTARY
K. D. BAGADIYA
SURAT CITY (Guj.)
Reg. No.707
GOVT. OF GUJARAT (INDIA)

AND IN THE MATTER OF:

Dakshin Gujarat Vij Company Limited ,
Urja Sadan
Nana Varachha Road,
Kapodara,
SURAT-395 006 - *Petitioner*

VERSUS

1. Vasava Ratanbhai Haribhai

NISHAL FALIYA,
AT.TIMALA, PO.KANTIPADA,
TIMALA,
BHARUCH-393130

2. Vasava Bhavsing Naginbhai

2-222 HOLI FALIYU-1,
MAUZA-6
NETRANG,
BHARUCH-393130

- **Respondents**

MOST RESPECTFULLY SHOWETH:

1. Preamble

1) The Government of Gujarat (hereinafter referred to as "GoG") had 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.

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 through RfS (Request for Solarization) No. DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-02 dated 27/03/2023.

2. SUBMISSIONS: -

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 Pump sets
- Component C: Solarization of Grid-connected Agriculture Pumps which

A copy of the Ministry of Power, Government of India, notification dated 22/07/2019 is attached hereto and marked as **Annexure-A.**

2.2 Subsequently, Government of Gujarat vide notification dated 11/12/2020,19/06/2020 and 6/11/2020 has issued GR for implementation of PM–KUSUM schemes under component A, B & C. Copies of the Government of Gujarat's notifications dated 11/12/2020,19/06/2020 and 6/11/2020 are attached hereto and marked as **Annexure-B (Colly.)**

2.3 Accordingly, the Petitioner has been implementing the PM KUSUM schemes in the its area.

2.4 Subsequently, the Ministry of New and Renewable Energy (MNRE), Government of India, vide Office Memorandum No. 32/645/2017- SPV Division, dated 04/12/2020 has issued guidelines for implementation of **Feeder Level Solarization under component-C of PM-KUSUM Scheme.** The scheme guideline and its amendments are attached hereto and marked as **Annexure- C (Colly.)**

2.5 Brief highlights of the Guidelines dated 04/12/2020 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 pump sets 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, 2022 had sanctioned 39,332 existing

agriculture pump-sets as well as vide letter 32/54/2018-SPV Division dated 05 August, 2022 has sanctioned another 2,60,668 of existing agriculture pump-sets for state owned DISCOMS of Gujarat, which were to be solarized. Accordingly, EPD vide GR SLR/11/2020/851/B1 dated 06.11.2020 had nominated GUVNL as State Nodal agency for implementation of PM-KUSUM Component-C scheme.

2.6 In terms of the above, GUVNL, vide letter dated 21st June, 2022 has conveyed to DGVCL to invite tariff based competitive bid for various solar power plants under 66 KV sub-stations of 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. In case 90% criteria is not met, the DISCOMs may select feeders in downgraded manner gradually as per the scheme's guideline.

2.7 DGVCL issued the Request for Selection (RfS) on 27.03.2023 for solarization of various 11 kV Feeders of selected 66/11kv substations of DGVCL. The same was also uploaded on the N-procure portal.

2.8 The List of solar power plants with details of name of sub-station, numbers of Agricultural feeders, plant capacity in MW was published in the RFS as per MNRE guidelines. Summary of plants published under TN-02 RFS is as under:

Sr No.	No. of Solar plants (66 KV Substations) 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
1	**112**	**332**	**1,13,776**	**212**

(Detailed breakup of plants is mentioned in Annexure-3 of TN-02 Tender)

2.9 The other salient features of the RfS are as under:

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 modules only. As per recent amendment by MNRE vide Office Memorandum No: 283/16/2023- GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019 it is to consider that ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM.

		However, Order/clarifications issued by MNRE in this regard from time to time will be applicable.
2	Project location & land arrangement	Project location: The location of the Solar Power project will be preferably **within Five KM radius** of the selected sub-stations in order to avoid high cost of evacuation line and losses. **Project land: It shall be the responsibility of SPG to identify and arrange for required project land on ownership / lease basis. In case of lease land, the minimum period of lease agreement shall be such that it shall cover the 25 years of PPA and DGVCL and/or Govt. assumes no responsibility in procuring / arranging for project land.**
3	Delivery point	11 KV Bus of associated 66Kv/11kvsubstation.
4	Notified Solar Capacity	The notified solar capacity against each sub-station (i.e. for each bid) is as per Annexure 3 of RFS.
5	Bid capacity to participating in the bid	There shall be single bid for each selected sub-station. The bidder is allowed to bid for a minimum capacity of 0.5 MWp and maximum upto notified capacity for the respective Sub-station in multiple of 0.5 MWp.
6	Location wise project capacity	Irrespective of capacity bided for a given sub-station Sub- station, the solar project capacity at single location shall be minimum 0.5 MWp & maximum upto 4 MWp. The bidder shall have discretion to install solar power project at multiple location for bided capacity under the given bid considering the availability of land. It is to clarify that in case of bided capacity is more than 4 MW, the bidder is allowed to set up solar project for more than 4 MWp at single location subject to establishment of multiple 11 KV evacuation line & separate metering arrangement for each line considering limit of 4 MWp for 11 KV line.
7	Evacuation of Power & metering arrangement	The bidder shall be responsible to deliver the power upto 11 KV bus of selected 66/11 KV sub-station. The 11 KV evacuation line shall be constructed and maintained by the bidder during the tenure of PPA. The use of common 11 KV evacuation line for multiple projects and amongst multiple bidders shall be encouraged to optimize the resources. The summation of power from all line (upto 4 MW) will be feed to a single 11 KV Panel and the cost of the panel and related infrastructure at receiving sub-station end shall be borne by and among the generators through proportionate sharing basis. For metering purpose, the individual receiving end ABT Meters should be put up by the generator by erecting the CTPT Unit at SS Wall. In no case, evacuation at 66 KV voltage level shall be permitted.

8	Guaranteed CUF / min CUF	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 Financial 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. However, SPG can add additional DC capacity to maintain 19% CUF in a year, for the entire period of PPA subject to CEA approval, if required
9	Eligible CFA by MNRE	Successful bidder shall be eligible to get CFA @ Rs.1.05Cr per MW considering capital cost of solar project at Rs. 3.50 Crores 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 project entity through DGVCL on successful operation and performance of solar plant for two months after the commissioning subject to achieving guaranteed CUF agreed in PPA at least for one month CUF as per minimum CUF agreed in PPA, subject to further sanction and release of CFA by MNRE-GoI. SPG shall give an undertaking that he shall not sell power to any other party / buyer except the DGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such 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 DGVCL. For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default. 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.
10	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.
11	Selection criteria	The bidder(s) shall be selected in ascending order of quoted tariff upto notified project capacity of the sub-station under bucket filling mode through reverse

		auction e-bidding. Say, a bidder who has quoted lowest tariff shall be awarded solar capacity for which bid is submitted and thereafter subsequent lowest bidder, and so on, till the notified capacity of given 66 KV Sub-station is exhausted.
12	Bid Validity	120days from the date of opening of online Technical bid.
13	Performance Bank Guarantee (PBG) against commissioning	Performance Bank Guarantee (PBG) of Rs. 5 Lakh / MW basis is required to be submitted to DGVCL by the successful bidder upon issuance of Letter of Award by DGVCL towards payment security mechanism for recovery of liquidated damages for delay in commissioning of solar power project beyond scheduled commercial operation date. The PBG will be returned to the SPG after successful commissioning of solar power plant within scheduled commercial operation date. The PBG shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date. 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.
14	Power Purchase Agreement (PPA)	PPA for a period of 25 years (unless extended by both the parties on mutual agreement) from the date of commercial operation of the project at a fixed quoted tariff shall be executed with successful bidder within 15 days from adoption of tariff by Hon'ble GERC.
15	Scheduled Commercial Operation Date	Within 9 months from date of signing of PPA
16	Terms of PPA	25 years (unless extended by both the parties on mutual agreement) of O&M from the date of commercial operation date of the project.
17	Metering and RMS	The solar power generator shall install Metering infrastructure and Remote Monitoring System (RMS) as per the philosophy explained in the Annexure-1 of RMS
18	The bidding criteria for each sub-station	There shall be single bid for selected sub-station by a bidder. Accordingly, bidder has to quote single fixed tariff for a given sub-station with minimum bid capacity of 0.5 MWp and maximum upto notified solar capacity for respective for the sub-station. The bidder can quote for a project capacity in multiple of 0.5 MW.
19	Computation of notified Solar capacity for selected sub-station:	As per the MNRE guideline for feeder level solarization, the Agricultural connection upto 7.5 HP is to be considered for computation of solar project capacity for availing CFA. In compliance to the same, the solar capacity mentioned against each selected Sub-station in the Annexure-3 covers all the AG feeders emanating from the substation covering AG consumers' load upto 7.5 HP. Thus, the notified solar capacity for the Sub-station is decided as aggregate of AG load upto 7.5 HP and AG consumer's load in excess of 7.5 HP is not considered while computing solar capacity against each Sub-station.

		Further, the aggregate capacity so arrived as per (a) above, is round off at lower side in multiple of 0.5 MW (say if the total capacity is worked out to 3.8 MW, the notified plant capacity is considered at 3.5 MW) so as to avoid extra cost of redundant capacity of transformer and inverter for the bidders.

2.10. In terms of the RfS the Project milestones and time lines are as under:

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	T1+ 7 days
Petition will be filed by DGVCL before GERC for adoption of tariff discovered under e-reverse bidding process		
3	Issuance of Letter of Award (LOA) to the successful bidder after adoption of tariff by GERC	T2
4	Unconditional acceptance of Letter of Award (LOA)by successful Bidder and submission of Performance Bank Guarantee	T2 +7days
5	Signing of PPA between selected bidder(SPG) and DGVCL	T3 = T2 + 15 Days
6	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11Vline for connecting solar power plant with concerned substation along with Submission of the final land documents for the entire required land duly registered by appropriate revenue authority	T3+9 months
7.	Operation and maintenance of power plant and associated 11kV line	25 years from COD(unless extended by both the parties on mutual agreement)

(a)The basis of evaluation of the bids shall be the fixed tariff for 25 years in Rs. Per kWh quoted in the Price Schedule. It is further to clarify that 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 borne by the successful bidder. Bidders are required to quote the tariff on firm price End cost and no price variation shall be considered during the tenure of Power Purchase Agreement

except Change in Law conditions provided in the Power Purchase Agreement.

(b) 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 at DGVCL, Corporate office, Surat, on 13/04/2023 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 DGVCL including addendums are annexed herewith as **Annexure-D (Colly)**.

(c) The last date of submission of bid in the tendering process was 23/06/2023 and the same were extended four times with a view to receive good participation. The petitioner has received bids online and 16 Nos of bidders have participated in tender and 16 Nos of bid of 15 plants with aggregate offered capacity of 63.0 MW against aggregated 44.5 MW notified capacities, which were processed online.

(d) Evaluation of Bids :

(A) Tariff Received in N-Procure price bid for 10 nos. solar plant in which Single Bids are received: Rs.3.50 /Kwh to Rs 4.95/Kwh.

SR o	Name of Sub Station 66KV/11KV	Name of Solar Plant	Bidder Name	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)	Offered Solar Plant Capacity by Bidders	Online Tariff Received (Rs./KWH)
1	66 KV KHADKI DUNGRI S/S	DG-FLS-SS-7	The Smarty owl	0.5	0.5	4.00
2	66 KV MAHUVA S/S	DG-FLS-SS-14	RAGHUVEER AVENUES PVT.LTD	4.5	4.0	3.50
3	66 KV MOSALI S/S	DG-FLS-SS-29	KALAMANDIR JWELLERS	4.0	4.0	4.00
4	66 KV MADHI SS	DG-FLS-SS-36	RAGHUVEER AVENUES PVT.LTD	8.0	8.0	3.50
5	66 KV MANGALIA	DG-FLS-SS-43	SUDHIRBHAI MAGANBHAI PATEL	0.5	0.5	4.00
6	66KV DAHELI S/S	DG-FLS-SS-46	KALAMANDIR JWELLERS	2.0	2.0	4.00
7	66KV KADOD	DG-FLS-SS-48	SHANTINIKETAN COMP.&COMMU.	2.5	1.5	3.65
8	66 KV SIVAN S/S	DG-FLS-SS-50	AATMAN ENTERPRISE	1.0	1.0	4.95
9	66 KV UMARKHADI	DG-FLS-SS-52	M/S SUN INFRA ENERGIES PVT.LTD	2.5	2.5	4.00
10	66KV MAUZA S/S	DG-FLS-SS-62	VasavaBhavsingNaginbhai	1.5	1.0	4.50

(B) Tariff Received in N-Procure price bid for 05 nos. of Tenders in which more than One Bids are received: Rs. 3.40/Kwh to Rs. 6.40/Kwh.

Sr. No	Name of Sub Station 66KV/11KV	Name of Solar Plant	Bidder Name	Notified Solar Plant capacity in MW	Offered Solar Plant Capacity by Bidders	Online Tariff Received (Rs./KWH)
1	**132KV VALIA**	**DG-FLS-SS-17**	**KALAMANDIR JWELLERS**	4.00	4.00	4.00
			RAGHUVEER AVENUES PVT.LTD		4.00	3.40
			SHREEJA GREEN ENERGY		1.00	4.90
2	**66KV ZAGADIA S/S**	**DG-FLS-SS-18**	**KALAMANDIR JWELLERS**	4.00	4.00	4.00
			RAGHUVEER AVENUES PVT.LTD		4.00	3.40
			SUDHIRBHAI MAGANBHAI PATEL		1.00	3.80
			SWETA RATILAL PATEL		1.00	3.80
			TECHSUNBIO GREEN ENERGY PVT.LTD		1.00	3.80
			VARIZONE SOLAR		1.00	4.00
3	**66KV NETRANG**	**DG-FLS-SS-19**	**RAGHUVEER AVENUES PVT.LTD**	4.00	4.00	3.50
			VASAVA RATANBHAI HARIBHAI		1.00	4.50
			VASAVA SURENDRABHAI SHANTIBHAI		1.00	4.50
4	**66 KV BAMANIYA**	**DG-FLS-SS-38**	**RAGHUVEER AVENUES PVT.LTD**	4.50	4.00	3.50
			TECHSUNBIO GREEN ENERGY PVT.LTD		1.00	4.50
5	**66 KV VANKAL**	**DG-FLS-SS-63**	**ANIL FABRICS**	1.00	1.00	6.40
			DEEPAK TEXTILES		1.00	5.50

As per Rfs document Section-I: Bid Evaluation cl.no.I.7 (7.2) Reverse auction was carried out on dt.22.09.2023 for total 5 nos solar plant and **After e-Reverse Auction Tariff Received as under:**

SR. No	Name of Sub Station 66KV/11KV	Name of Solar Plant	Bidder Name	Notified Solar Plant capacity in MW	Offered Solar Plant Capacity by Bidders	Online Tariff Received (Rs./KWH)	After Reverse auction tariff received (Rs./Kwh)
	132KV VALIA	**DG-FLS-SS-17**	**KALAMANDIR JWELLERS**	4.00	4.00	4.00	4.00
			RAGHUVEER AVENUES PVT.LTD		4.00	3.40	**3.30 (L-1)**
			SHREEJA GREEN ENERGY		1.00	4.90	3.31
	66KV ZAGADIA S/S	**DG-FLS-SS-18**	**KALAMANDIR JWELLERS**	4.00	4.00	4.00	4.00
			RAGHUVEER AVENUES PVT.LTD		4.00	3.40	3.32
			SUDHIRBHAI MAGANBHAI PATEL		1.00	3.80	**3.26 (L-1)**
			SWETA RATILAL PATEL		1.00	3.80	3.27
			TECHSUNBIO GREEN ENERGY PVT.LTD		1.00	3.80	3.29
			VARIZONE SOLAR		1.00	4.00	3.28
	66KV NETRANG	**DG-FLS-SS-19**	**RAGHUVEER AVENUES PVT.LTD**	4.00	4.00	3.50	3.10
			VASAVA RATANBHAI HARIBHAI		1.00	4.50	**3.09(L-1)**
			VASAVA SURENDRABHAI SHANTIBHAI		1.00	4.50	3.34
	66 KV BAMANIYA	**DG-FLS-SS-38**	**RAGHUVEER AVENUES PVT.LTD**	4.50	4.00	3.50	**3.49(L-1)**
			TECHSUNBIO GREEN ENERGY PVT.LTD		1.00	4.50	4.50
	66 KV VANKAL	**DG-FLS-SS-63**	**ANIL FABRICS**	1.00	1.00	6.40	**5.48(L-1)**
			DEEPAK TEXTILES		1.00	5.50	5.49

As discussed with GUVNL negotiations were carried out after the reverse auction with L-1 bidder & single bidder on 17.10.2023 under chairmanship of Managing Director of DGVCL and DGVCL committee. During negotiation, Committee negotiated with L- 1 bidder to submit the consent to accept Rs 3.00 /KWH tariff within 3 days. The status after negotiations as are under

Sr.No	Name of Sub Station 66KV/11KV	Name of Solar Plant	Notified Solar Plant capacity in MW	L-1 Bidder	Offered Solar Plant Capacity by Bidders	L-1 Tariff Received (Rs./KWH)	Consent give for 3.00 /KWH (Yes/No)
1	**66 KV KHADKI DUNGRI S/S**	**DG-FLS-SS-7**	**0.5**	**The Smarty owl**	**0.5**	**4.00**	No
2	**66 KV MAHUVA S/S**	**DG-FLS-SS-14**	**4.5**	**RAGHUVEER AVENUES PVT.LTD**	**4.0**	**3.50**	No
3	**132KV VALIA**	**DG-FLS-SS-17**	**4.0**	**RAGHUVEER AVENUES PVT.LTD**	**4.0**	**3.30**	No
4	**66KV ZAGADIA S/S**	**DG-FLS-SS-18**	**4.0**	**SUDHIRBHAI MAGANBHAI PATEL**	**1.0**	**3.26**	No
5	**66KV NETRANG**	**DG-FLS-SS-19**	**4.0**	**VASAVA RATANBHAI HARIBHAI**	**1.0**	**3.09**	Yes
6	**66 KV MOSALI S/S**	**DG-FLS-SS-29**	**4.0**	**KALAMANDIR JWELLERS**	**4.0**	**4.00**	No
7	**66 KV MADHI SS**	**DG-FLS-SS-36**	**8.0**	**RAGHUVEER AVENUES PVT.LTD**	**8.0**	**3.50**	No
8	**66 KV BAMANIYA**	**DG-FLS-SS-38**	**4.5**	**RAGHUVEER AVENUES PVT.LTD**	**4.0**	**3.49**	No
9	**66 KV MANGALIA**	**DG-FLS-SS-43**	**0.5**	**SUDHIRBHAI MAGANBHAI PATEL**	**0.5**	**4.00**	No
10	**66KV DAHELI S/S**	**DG-FLS-SS-46**	**2.0**	**KALAMANDIR JWELLERS**	**2.0**	**4.00**	No
11	**66KV KADOD**	**DG-FLS-SS-48**	**2.5**	**SHANTINIKETAN COMP.&COMMU.**	**1.5**	**3.65**	No
12	**66 KV SIVAN S/S**	**DG-FLS-SS-50**	**1.0**	**AATMAN ENTERPRISE**	**1.0**	**4.95**	No
13	**66 KV UMARKHADI**	**DG-FLS-SS-52**	**2.5**	**M/S SUN INFRA ENERGIES PVT.LTD**	**2.5**	**4.00**	No
14	**66KV MAUZA S/S**	**DG-FLS-SS-62**	**1.5**	**VasavaBhavsingNaginbhai**	**1.0**	**4.50**	Yes
15	**66 KV VANKAL**	**DG-FLS-SS-63**	**1.0**	**ANIL FABRICS**	**1.0**	**5.48**	No

(e) After completion of bid evaluation process for tender TN-02, and negotiation with 16 bidders, the petitioner has submitted the proposal to GUVNL seeking permission to proceed for filing tariff petition vide DGCS/1488/10/2023 dated 30/10/2023 in view of the final price received against different plants under TN-02 tender.

(f) GUVNL, vide GUVNL/Tech/Solar Cell/PM KUSUM-C/FLS/1797 dated 08.11.2023 has informed that proposal of DGVCL 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, DGVCL may issue LoI to those bidders and seek acknowledgement for the same. A copy of the GUVNL Letter dated 08.11.2023 is attached hereto and marked as **Annexure E**.

(g) Accordingly, on 23.11.2023 the Petitioner has issued LoI to the L-1 bidders of 2 plants, where L-1 bidders have already offered last tariff rate up to Rs. 3.00 per unit. LoI were issued at the rate of plant wise lowest (L-1) bidder rate considering full

offered bucket MW capacity as per their bid as under:

Sr No	Plant No	Name of Bidder	Notified Solar Plant capacity (in MW)	Bid Solar Plant Capacity	Accepted tariff rate by bidder (Rs./KWH)
1	DG-FLS-SS-19	VASAVA RATANBHAI HARIBHAI	4.0	1.0	3.00
2	DG-FLS-SS-62	Vasava Bhavsing Naginbhai	1.5	1.0	3.00

The above two LoIs alongwith acceptance of the respective bidders are attached herewith as **Annexure F**.

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

(i) 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) will be signed with above successful bidders. Draft copy of the PPA is attached herewith as **Annexure G**

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. Further the present proposed procurement is under the PM KUSUM scheme notified by the Central Government.

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 Hon'ble Commission shall discharge following functions namely –

"(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."

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 2 no. of solar power plants of total capacity of 2.0 MW for the period of 25 years, under PM KUSUM-C Feeder Level Solarization scheme of 11 KV Agricultural feeders, through RESCO model.

3 PRAYER

The Petitioner most respectfully prays that the Hon'ble Commission may be pleased:

(a) 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. DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-02 dated 27/03/2023, as detailed above;

(c) To approve the draft Power Purchase Agreement to be executed with the Successful Bidder as detailed above;

(d) The petitioner craves leave 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.

DAKSHIN GUJARAT VIJ COMPANY LIMITED

PETITIONER

PLACE: SURAT

DATED: 20.01.2024

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR

PETITION NO. OF 2024

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 DGVCL vide RfS No. DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-02, dtd.27/03/2023 for 112 Nos of solar plants of total 212.0MW, through RESCO model, for solarization of various 11 KV feeders in DGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.

AND IN THE MATTER OF:

Dakshin Gujarat Vij Company Limited ,
Urja Sadan
Nana Varachha Road,
Kapodara,
SURAT-395 006 - *Petitioner*

VERSUS

1. **Vasava Ratanbhai Haribhai**

NISHAL FALIYA,
AT.TIMALA, PO.KANTIPADA,
TIMALA,
BHARUCH-393130

2. **Vasava Bhavsing Naginbhai**

2-222 HOLI FALIYU-1,
MAUZA-6
NETRANG,
BHARUCH-393130

\- **Respondents**

AFFIDAVIT

I, Bipinchandra Patel, Son of Kuvarji Patel, aged about 53 years, working in Dakshin Gujarat Vij Company Limited and residing at Surat 395006, do hereby solemnly affirm and state as under:

1. I am the Additional Chief Engineer (C&R) of Dakshin Gujarat Vij Company Limited (DGVCL), the Petitioner above named and I am well conversant with the facts of the case and able to depose to the present affidavit.

2. I have gone through the contents of the accompanying Reply and I say that the contents stated therein are based on the records of the Respondent maintained in the normal course of business and believed by the deponent to be true.

3. I say that the annexures to the Petition are true copies of their originals.

DEPONENT

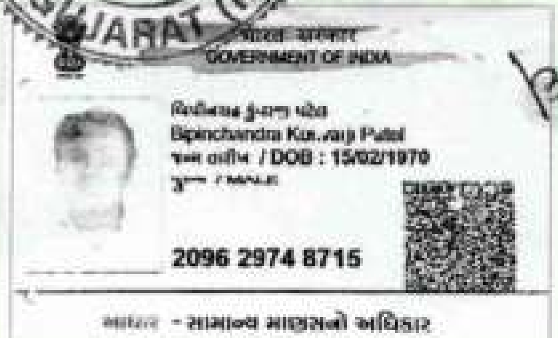
VERIFICATION:

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 Surat on this 20th day of January 2024.

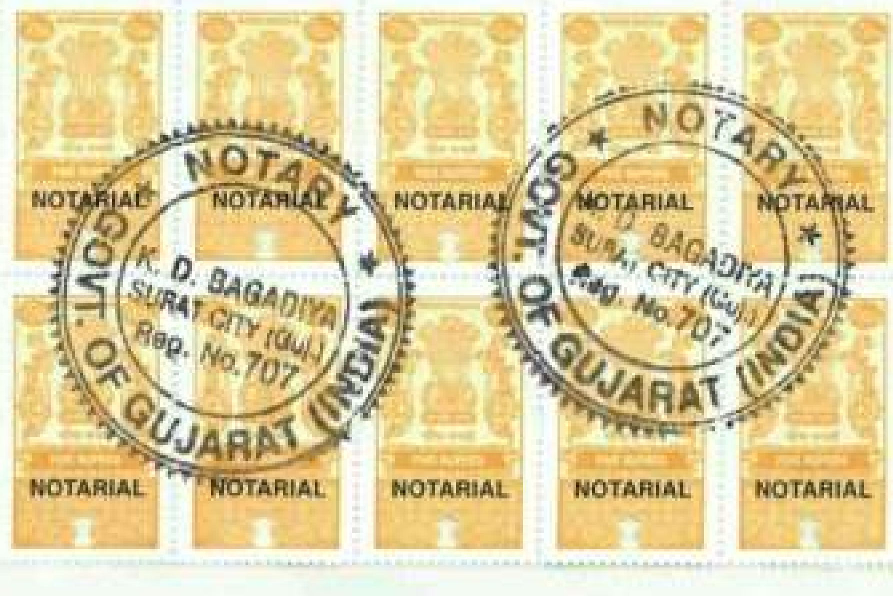
DEPONENT

NOTARY
K. D. BAGADIYA
SURAT CITY (Guj.)
Reg. No.707
GOVT. OF GUJARAT (INDIA)



Solemnly affirmed
BEFORE ME

K. D. BAGADIYA
NOTARY
GOVT. OF GUJARAT
SURAT CITY (GUJ.)



Reg Sr.No. 505
20 JAN 2024
My Commission Expires on 11-02-2024

Annexure - A

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

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.

22/7/19
(J K Jethani)
Scientist-E

To
All Concern

17

Ministry of New and Renewable Energy

Guidelines for Implementation of Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhivan (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.

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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.

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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 _____ Kanal______ 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 :

77.

Annexure-A

Scheme for Decentralized Ground/Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants under Component A of PM-KUSUM Scheme

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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.

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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 Organisations (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 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 or 132/11 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.

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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.

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b. In case the commissioning of the solar power plant is delayed over [illegible] months, the PPA capacity shall stand reduced / amended to the [illegible] 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

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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.

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- 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.**

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Annexure - B

Letter No: EPCD/0133/12/2022 Dt: 30-01-2023

(31)

Amendments in the Scheme for Decentralized Ground/Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants under Component-A of PM-KUSUM Scheme

Government of Gujarat

Energy and Petrochemicals Department

G. R. No: SLR/e-file/20/2022/0362/B1

Sachivalaya, Gandhinagar

READ:

Energy & Petrochemicals Dept. G.R. No. SLR/11/2020/Mini-185/B1 dtd 11/12/2020.

PREAMBLE:

Government of Gujarat has announced the Scheme for Decentralized Ground/Stilt Mounted Grid Connected Solar or other Renewable Energy (RE) based Power Plants under Component A of PM-KUSUM Scheme vide resolution dated 11/12/2020 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.

It has emphasized upon review of existing tariff mechanism under Component-A, as the Scheme is purely for the farmers' wherein plant size is very small up to 2 MW. So, the rate received for the Large Scale Solar plant may not be applied to very small scale plant to be set up by farmers.

Further, in line with guidelines issued by MNRE vide OM dated 22.07.2019 for implementation of Pradhan Mantri Kisan Suraksha evam Utthan Mahabhiyan Scheme, it was under consideration to permit Agriculture land to be used under this Scheme. Farmer can increase their income by utilizing their barren and uncultivable land for such projects. 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

RESOLUTION:

Upon elaborate discussion and consultation with the concerned administrative departments of Government of Gujarat and various stakeholders, the State Government is pleased to amend the Scheme for Decentralized Ground/Stilt Mounted Grid Connected Solar or other Renewable Energy Power Plants under Component A of PM-KUSUM Scheme as under:

Clause No. 2 is replaced as under:

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).

The Solar Project registered under this Scheme does not require the conversion of land from Agriculture to Non- Agriculture for the purpose of this Scheme subject to, that the 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.

Clause No. 4 is replaced as under:

"The Injected Power fed to the grid shall be purchased by the concerned DISCOMs/GUVNL at the Rs. 2.95 per Unit for the procurement of 500 MW of Renewable Power capacity under Component-A of PM-KUSUM, subject to the approval of GERC."

Clause no. 7 (b) is replaced as under:

GUVNL/DISCOM 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

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(32)

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.

Scheme for Decentralized Ground/Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants under Component-A of PM-KUSUM Scheme vide G.R. No. SLR/11/2020/Mini-185/B1 dtd 11/12/2020 stands amended to this extent.

This is issued with the concurrence of the Revenue Department and Finance Department on the Department's file of even number.

By order and in the name of the Governor of Gujarat

eSign Signed by: BHAKTI C SHAMAL Organization Unit: Energy and Petrochemicals Department Organization Name: GOVERNMENT OF GUJARAT Date: 31-Jan-2023 03:38 PM

(Bhakti Shamal)

Deputy Secretary to Govt.

Energy & Petrochemicals Department

Copy To :-

1. *The Principal Secretary to the Governor of Gujarat, Raj Bhavan, Gandhinagar.
2. The Principal Secretary to Hon. Chief Minister, Sachivalaya, Gandhinagar.
3. The P. S. to Hon. Minister (Energy), Sachivalaya, Gandhinagar.
4. The Secretary, Ministry of Power, Govt. of India, Shram Shakti Bhavan, New Delhi.
5. The Secretary, Ministry of New & Renewable Energy, CGO Complex, New Delhi.
6. The Secretary, Central Electricity Regulatory Commission, New Delhi.
7. The Chairman, Central Electricity Authority, New Delhi.
8. The Joint Secretary to Chief Secretary, Sachivalaya, Gandhinagar.
9. *The Secretary, GERC, Gift City, Gandhinagar.
10. *The Registrar, Gujarat High Court, Ahmedabad.
11. *The Secretary, Vigilance Commission, Gandhinagar.
12. The Additional Chief Secretary, Finance Department, Sachivalaya, Gandhinagar
13. The Principal Secretary, Climate Change Department, Sachivalaya, Gandhinagar
14. *The Secretary, Gujarat Legislature Secretariat, Sachivalaya, Gandhinagar.
15. The Resident Commissioner, Gujarat State, New Delhi.
16. The Account General, Ahmedabad / Rajkot.
17. All Departments of Secretariat, Sachivalaya, Gandhinagar.
18. The Chairman, Power Finance Corpo. Ltd. New Delhi.
19. The Managing Director, Gujarat Power Corpo. Ltd., Gandhinagar.
20. The Managing Director, Gujarat Urja Vikas Nigam Ltd., Vadodara.
21. The Managing Director, Gujarat State Electricity Corpo. Ltd., Vadodara.
22. The Managing Director, Gujarat Energy Transmission Corpo. Ltd., Vadodara.
23. The Managing Director, Uttar Gujarat Vij Company Ltd., Mehsana.
24. The Managing Director, Madhya Gujarat Vij Company Ltd., Vadodara.
25. The Managing Director, Dakshin Gujarat Vij Company Ltd., Surat.
26. The Managing Director, Paschim Gujarat Vij Company Ltd., Rajkot.
27. The Director, Gujarat Energy Development Agency, Gandhinagar
28. The Chief Electrical Inspector & Collector of Electricity Duty, Gandhinagar
29. The Director, Torrent Power Ltd, Samanvay, 600, Tapovan, Ambavadi, Ahmedabad.
30. Dy. Section Officer's select file.

***By Letter.**

Annexure-B

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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: ખઉજ/૨૦૧૪/૧૪૨૭/ખ
સચિવાલય,ગાંધીનગર
તારીખ:૧૮/૦૬/૨૦૨૦

વંચાણે લીધા:

(૧) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૫.૦૮.૨૦૧૫નો ઠરાવ ક્રમાંક: ખઉજ-૨૦૧૪-૧૪૨૭-ખ
(૨) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૫.૦૮.૨૦૧૫નો ઠરાવ ક્રમાંક: ખઉજ-૨૦૧૪-૧૪૨૭-ખ
(૩) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨.૦૨.૨૦૧૫નો ઠરાવ ક્રમાંક: ખઉજ-૨૦૧૪-૧૪૨૭-ખ
(૪) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૧૮.૦૨.૨૦૧૫નો ઠરાવ ક્રમાંક: ખઉજ-૨૦૧૪-૧૪૨૭-ખ
(૫) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૭.૦૫.૨૦૧૫નો ઠરાવ ક્રમાંક: ખઉજ-૨૦૧૪-૧૪૨૭-ખ
(૬) મીનીસ્ટ્રી ઓફ ન્યુ એન્ડ રીન્યુએબલ એનર્જી(MNRE) વિભાગનો હુકમ ક્રમાંક: ૩૨/૧૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૮.૦૩.૨૦૧૯
(૭)MNRE વિભાગની કચેરી યાદી ક્રમાંક: ૩૨/૧૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૨૨.૦૭.૨૦૧૯
(૮) MNRE વિભાગની કચેરી યાદી ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૨૩.૦૮.૨૦૧૯
(૯) MNRE વિભાગની કચેરી યાદી ક્રમાંક:૩૨/૧૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૧૮.૦૮.૨૦૧૯
(૧૦) MNRE વિભાગનો હુકમ ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૧૧.૦૫.૨૦૨૦
(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

<u>પ્રસ્તાવના:</u>

રાજ્ય સરકારના ઉપર આમુખ 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,૧૨૭૭૪ ખેડૂતોને સોલાર પંપ સેટ્સ આપવામાં આવ્યા છે. જેની કુલ એકંદિત સોલાર ક્ષમતા ૫૦ 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 મંજૂરી 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 ૧૫.૦૫.૨૦૨૦ ના **હુકમથી મંજૂરી 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 મંજૂરી આપવામાં 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 કનેક્શન ઉપલબ્ધ નથી તેવા ઓફ ગ્રીડ વિસ્તારમાં સિંચાઈ 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 આપવું ટેક્નીકલી 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 સિંચાઈ સુવિધા ધરાવતા અરજદારોનો સમાવેશ કરવામાં આવશે.

B. આ યોજનામાં સોલાર ફોટોવોલ્ટેઈક સંચાલિત ઓફ ગ્રીડ આધારીત, કૃષિ હેતુ ૧ હો.પા., ૨ હો.પા., ૩ હો.પા., ૫ હો.પા., ૭.૫ હો.પા. અને ૧૦ હો.પા.ના ડી.સી./ એ.સી. સબમર્સીબલ

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પંપ (વોટર ફિલ્ડ મોટરો), સરફેસ પંપ અને સબમર્સીબલ પંપ (મોટર ફિલ્ડ મોટરો) **સોલાર પંપનો સમાવેશ થઇ શકશે.**

C. આ યોજના હેઠળ પિયત સહકારી મંડળી/સંગઠન અને કલસ્ટર આધારિત સિંચાઇ સિસ્ટમ પણ આવરી લેવામાં આવશે. જો કે, નાના અને સીમાંત ખેડૂતોને પ્રાધાન્ય આપવામાં આવશે.

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

E. આ યોજનામાં લાભાર્થીને કુલ સીસ્ટમ ખર્ચના ૩૦% રકમ કેન્દ્ર સરકારની સહાય (CFA) તરીકે, ૩૦% રકમ રાજ્ય સરકારની સહાય (સબસીડી) તરીકે આપવામાં આવશે અને બાકીની ૪૦% રકમ લાભાર્થી એટલે કે ખેડૂતે 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 નહીં પરંતુ હયાત ડીઝલ પંપ સેટને સોલાર પંપમાં રૂપાંતરીત કરવા માટે અરજદારોએ સરકારશ્રીનાં પ્રવર્તમાન ધારાધોરણો અનુસાર સૂક્ષ્મ પિયત પધ્ધતિનો અમલ કરવાનો રહેશે.

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

H. કેન્દ્ર સરકાર દ્વારા મળવાપાત્ર સબસીડીનો લાભ લેવા માટે GUVNL એ MNREની ગાઇડ લાઇન તથા સંદર્ભે દર્શિત કચેરી વાદી ક્રમાંક (૬) થી (૧૨) મુજબની કાર્યવાહી કરવાની રહેશે.

આ યોજનાનો લાભ લેવા ઇચ્છતા 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 અરજીઓ 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.

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(૨) લાભાર્થી એક જ સર્વે નંબરમાં અલગ ખાતા ધરાવતા સંયુક્ત સર્વે નંબરની ગણતરીમાં પૈકી 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 આગામી કૃષિ વીજજોડાણ માટે અરજીની નોંધણી કરાવેલ ન હોય એવા તાજા તત્કાલ યોજનામાં વીજ જોડાણ મેળવવા સ્વીચ 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 જૂની 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 અરજીઓની સાથે રૂ. ૧૦૦૦/- ડીપોઝીટ પેટે જે તે સંબંધીત પેટા વિભાગીય કચેરીમાં ભરવાના રહેશે. અરજદારે એમએનઆરઈ થકી EOI પ્રક્રિયાથી નિયત કરેલ સોલાર સિસ્ટમની કુલ કીમતના ૪૦% ફાળાની રકમ તથા વધારાની ભરપાપાત્ર 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 વધારાનો ખર્ચ લાભાર્થીએ ભરવાનો રહેશે.

(૮) સોલાર પંપ, પેનલ તથા અન્ય માળખાની જાળવણી માટે જરૂરી ફેન્સીંગ 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 નહી.

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(૯) સોલાર ઉર્જા પંપના સ્થાપન બાદ જો 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 નહીં. આ માટે કોઈ પણ પ્રકારનો વીજ દર (ટેરીફ) લાગુ પડશે નહીં.

(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 વસૂલ કરવામાં આવશે.

(૧૨) ઉપરોક્ત બાબતો સિવાય વખતો વખત આ યોજના માટે MNRE દ્વારા બહાર પાડવામાં આવતી ગાઈડ લાઈન/સુચના/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
ઉર્જા 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

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- મેનેજીંગ ડાયરેક્ટરશ્રી, પશ્ચિમ ગુજરાત વીજ કંપની લીમીટેડ, રાજકોટ
- મેનેજીંગ ડાયરેક્ટરશ્રી, દક્ષિણ ગુજરાત વીજ કંપની લીમીટેડ, સુરત
- 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. સૌ. અધિ. અંગત ફાઇલ

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Annexure-B

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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 અંગે સુધારા ઠરાવ બહાર પાડવા બાબત

ગુજરાત સરકાર
ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ
ઠરાવ ક્રમાંક : SLR/૧૧/૨૦૨૦/૧૧૪૪/ખ૧
સચિવાલય, ગાંધીનગર
તારીખ:૧૬/૧૧/૨૦૨૧

વંચાણે લીધા:

૧) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૫.૦૮.૨૦૧૪નો ઠરાવ ક્રમાંક: બજટ-૨૦૧૪-૧૪૪૭-ગ૧
૨) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૫.૦૮.૨૦૧૪નો ઠરાવ ક્રમાંક: બજટ-૨૦૧૪-૧૪૪૭-ગ૧
૩) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨.૦૨.૨૦૧૫નો ઠરાવ ક્રમાંક: બજટ-૨૦૧૪-૧૪૪૭-ખ
૪) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૧૬.૦૨.૨૦૧૫નો ઠરાવ ક્રમાંક: બજટ-૨૦૧૪-૧૪૪૭-ખ
૫) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૭.૦૫.૨૦૧૬નો ઠરાવ ક્રમાંક : બજટ-૨૦૧૪-૧૪૪૭-ખ
૬) મીનીસ્ટ્રી ઓફ ન્યૂ એન્ડ રીન્યુએબલ એનર્જી (MNRE) વિભાગનો હુકમ ક્રમાંક : ૩૨/૬૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૮.૦૩.૨૦૧૯
૭) MNRE વિભાગની કચેરી યાદી ક્રમાંક : ૩૨/૬૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૨૨.૦૭.૨૦૧૯
૮) MNRE વિભાગની કચેરી યાદી ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૧૨.૦૮.૨૦૧૯
૯) MNRE વિભાગની કચેરી યાદી ક્રમાંક : ૩૨/૬૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૧૦.૦૯.૨૦૧૯
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-૫.૦૩.૨૦૨૦
૧૨) MNRE વિભાગનો પત્ર ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૪.૦૫.૨૦૨૦
૧૩) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૧૯.૦૬.૨૦૨૦નો ઠરાવ ક્રમાંક: બજટ-૨૦૧૪-૧૪૪૭-ખ૧
૧૪) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા. ૨૫.૧૦.૨૦૨૧નો ઠરાવ ક્રમાંક: REN/૧૧/૨૦૨૧/૧૭૫૩/ખ૧

પ્રસ્તાવના:

રાજ્ય સરકારના વંચાણે લીધા ક્રમાંક (૧૩) થી રાજ્યના ખેડૂતોના સામાજિક આર્થિક ઉત્કર્ષ માટે પ્રધાનમંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન યોજનાના કોમ્પોનન્ટ-બી હેઠળ

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સ્ટેન્ડ અલોન ઓફ ગ્રીડ સોલાર ઉર્જા સંચાલિત સિંચાઈ પંપ સેટ્સ ઉપલબ્ધ કરાવવાની યોજનામાં **અમલમાં મુકવામાં આવેલ છે.**

વધુમાં, રાજ્યમાં વન વિસ્તારના કૃષિ વીજ જોડાણ માટેની સામાન્ય (SPA) યોજના અને આદિજાતિ (TASP) યોજનાના અરજદારોને કે જેમને હયાત ગ્રીડથી પરંપરાગત વીજ જોડાણ આપવું વળતર વનીકરણ ચાર્જીસ અને એન.પી.વી. (નેટ પ્રેઝેન્ટ વેલ્યુ)ની રકમના વધારાના ખર્ચને કારણે ટેક્નો-કોમર્શીયલ વાયેબલ ન હોય તેવા દૂર-સુદૂર વિસ્તારના અરજદારોને તથા વળતર વનીકરણ ચાર્જીસ માટેની પ્રોસેસને લીધે અરજદારને વીજ જોડાણ આપવામાં વિલંબ ના થાય તે બાબત રાજ્ય સરકારની વિચારણા હેઠળ હતી.

<u>સુધારા ઠરાવ:</u>

આથી રાજ્ય સરકાર દ્વારા સદર વિચારણા બાદ વંચાણે લીધેલ ક્રમાંક (૧૩) ના ઠરાવની જોગવાઈમાં જુની શરત નં. ૬ માં નીચે મુજબની સુધારો કરવામાં આવે છે:

<u>નવી શરત નં. ૬</u>

(i) આ યોજનામાં લાભાર્થીને કુલ સીસ્ટમ ખર્ચના ૩૦% રકમ કેન્દ્ર સરકારની સહાય (CFA) તરીકે, ૩૦% 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 માટે 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.

(ii) વન વિસ્તારના કૃષિ વીજ જોડાણ માટેની સામાન્ય (SPA) યોજનાના અરજદારો કે જેમને હયાત ગ્રીડથી પરંપરાગત વીજ જોડાણ આપવું ટેક્નો-કોમર્શીયલ વાયેબલ ન હોય તેવા દૂર-સુદૂર વિસ્તારના અરજદારોને સૌર ઉર્જા સંચાલિત કૃષિ સિંચાઈ પંપ સિસ્ટમ આપવા માટે, અરજદાર દ્વારા PM-KUSUM Component-B યોજના હેઠળ નિયમ અનુસાર ભરપાઈ કરવાના ફાળાના બદલે માનનીય ગુજરાત વિજ નિયમન પંચ મુજબ ફીક્સ્ડ કોસ્ટ મુજબનો ફાળો ભરપાઈ કરવાનો રહેશે. જ્યારે સદર રકમનો તફાવત રાજ્ય સરકારશ્રી દ્વારા વધારાની સબસીડી રૂપે PM-KUSUM Component-B યોજના હેઠળ આપવામાં આવશે તથા કૃષિ વીજ જોડાણ માટેની આદિજાતિ (TASP) યોજનાના અરજદારોને કોઈ ફાળો ભરપાઈ કરવાનો રહેશે નહિ.

વધુમાં, વન વિસ્તારમાં ખાનગી જમીન (રેવન્યુ લેન્ડ) ધારક લાભાર્થી ઉપરાંત વન અધિકાર અધિનિયમ, ૨૦૦૬ (Forest Right Act, 2006) અંતર્ગત જે વનવાસીઓને વન જમીન ઉપર

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વ્યક્તિગત દાવા મંજૂર કરી મેડીકલના હક્કો આપવામાં આવ્યા છે, તેવા કામદારશ્રીઓને ઉપરોક્ત લાભ આપવામાં આવશે.

વંચાણે લીધેલ ક્રમાંક (૧૩) ના ઠરાવની તથા (૧૪) ના સુધારેલ ઠરાવની અન્ય શરતો તથા બોલીઓ અને અન્ય વિગતો યથાવત રહેશે.

આ ઠરાવ આ વિભાગની સમાન ક્રમાંકની ફાઈલ ઉપર નાણા વિભાગની તા. ૧૩/૧૦/૨૦૨૧ ની નોંધથી આપેલ અનુમતિ અન્વયે બહાર પાડવામાં આવે છે.

ગુજરાત રાજ્યના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે.

(જે. એસ. જોષી)
નાયબ સચિવ
ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ

પ્રતિ,

- માન. રાજ્યપાલશ્રીના અંગતસચિવશ્રી, રાજભવન, ગાંધીનગર
- માન. મુખ્યમંત્રીશ્રીના અંગતસચિવશ્રી, સચિવાલય, ગાંધીનગર
- માન. મંત્રીશ્રી (ઉ. અને પે.)ના અંગતસચિવશ્રી, સચિવાલય, ગાંધીનગર
- માન. રાજ્યકક્ષાના મંત્રીશ્રી (ઉ. અને પે.) ના અંગતસચિવશ્રી, સચિવાલય, ગાંધીનગર
- સર્વે માન. મંત્રીશ્રીઓના અંગતસચિવશ્રી, સચિવાલય, ગાંધીનગર
- સર્વે માન. રાજ્યકક્ષાના મંત્રીશ્રીઓના અંગતસચિવશ્રી, સચિવાલય, ગાંધીનગર
- મુખ્ય સચિવશ્રીના સંયુક્ત સચિવશ્રી,સચિવાલય, ગાંધીનગર
- અગ્ર સચિવશ્રી (ઉ.પે.વિ.) ના અંગત સચિવશ્રી,સચિવાલય, ગાંધીનગર
- અગ્ર સચિવશ્રી (નાણા) ના અંગત સચિવશ્રી, નાણા 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, સુરત
- મેનેજીંગ ડાયરેક્ટરશ્રી, મધ્ય ગુજરાત વીજ કંપની લીમીટેડ, વડોદરા
- નિયામકશ્રી (ટેક), ગુજરાત ઉર્જા વિકાસ નિગમ લીમીટેડ, વડોદરા
- નિયામકશ્રી, ગુજરાત ઉર્જા વિકાસ એજન્સી, ગાંધીનગર
- નાણાકીય સલાહકારશ્રી (ઉ. અને પે.), નાણા વિભાગ,સચિવાલય, ગાંધીનગર
- મુખ્ય ઈજનેરશ્રી (ટેકનીકલ), ગુજરાત ઉર્જા વિકાસ નિગમ લીમીટેડ, વડોદરા
- વિભાગના સર્વે અધિકારીશ્રીઓ
- વિભાગની સર્વે શાખાઓ
- સીલેક્ટ ફાઇલ-ના. સે. અધી. અંગત ફાઈલ

Annexure - B

(42)

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

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27/11/2020

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-૨૭.૦૯.૨૦૧૮ નો ઠરાવ ક્રમાંક:SLR/૧૧/૨૦૧૮/[illegible]/બી૧
2) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-[illegible]નો ઠરાવ ક્રમાંક:SLR/૧૧/[illegible]
3) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારનો તા-[illegible]નો હુકમ ક્રમાંક: ૩૨/૧૪૫/૨૦૧૭-SPV ડીવીઝન
4) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા-[illegible] ની ઓફીસ મેમો ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-SPV ડીવીઝન
5) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા-[illegible]ની ઓફીસ મેમો ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-SPV ડીવીઝન
6) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા-[illegible]ની ઓફીસ મેમો ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭- SPV ડીવીઝન
7) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા-[illegible]ની ઓફીસ મેમો ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭- SPV ડીવીઝન
8) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારનો તા-[illegible].૨૦૨૦ નો હુકમ ક્રમાંક: ૩૨/૫૪/૨૦૧૮- SPV ડીવીઝન
9) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-[illegible].૨૦૨૦નો ઠરાવ ક્રમાંક: SLR/૧૧/૨૦૧૮/૫૩૫૬/બી૧
10) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા-૨૩.૦૭.૨૦૨૦ની ઓફીસ મેમો 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 [illegible] (૩) ના તારીખ [illegible] ના હુકમથી સોલાર પંપ સેટ્સ ઉપલબ્ધ કરાવવા અને ગ્રીડ કનેક્ટેડ સોલાર પાવર પ્લાન્ટ સ્થાપવા માટે પ્રધાનમંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન(PM-KUSUM) યોજનાને મંજૂરી આપવામાં આવેલ છે. આ યોજનાના કોમ્પોનન્ટ-C હેઠળ દેશભરમાં ૧૦ લાખ ગ્રીડ કનેક્ટેડ કૃષિ પંપોને સોલરાઇઝ કરવાની મંજૂરી આપવામાં આવેલ. આ યોજનાની અમલવારી ગુજરાત રાજ્યમાં કરવા અંગેની બાબત રાજ્ય સરકારની વિચારણા હેઠળ હતી.

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CE
DSM

CE(Tech)
CE(PMG)
ACE(F&C)

ACE(...)

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ઠરાવ:

રાજ્ય સરકાર દ્વારા સઘન વિચારણાને અંતે રાજ્યમાં ખેડૂતોના લાભાર્થે કેન્દ્ર સરકારની પ્રધાન મંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન (PM-KUSUM) કોમ્પોનન્ટ-સી ગ્રીડ કનેક્ટેડ કૃષિ પંપને સોલરાઈઝ કરવાની યોજનાની અમલવારી ગુજરાત રાજ્યમાં MNRE ની આ યોજના અંગેની ગાઈડલાઈન 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 કલસ્ટર 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 ઉપરોક્ત ૭૦ % સમાવેશનું ધોરણ લાગુ પડશે નહીં, પરંતુ આવા ફીડરો ઉપર થ્રી ફેઝ વીજ પુરવઠો નિયમ મુજબ ૮ કલાક ચાલુ રહેશે. જો આવા ફીડરો ઉપર આ યોજનામાં જોડાતા ખેતીવાડી ગ્રાહકોની સંખ્યા ૭૦ % સુધી પહોંચે ત્યારે ફીડરના દિવસ દરમ્યાન સૂર્યોદય થી સૂર્યાસ્ત સુધી થ્રી ફેઝ વીજ પુરવઠો શરત નં. '11' મુજબ ચાલુ રાખવાનો રહેશે અને બાકીના યોજનામાં ન જોડાતા ગ્રાહકોનો થ્રી ફેઝ વીજ પુરવઠો શરત નં. '12' મુજબ રહેશે.

(5) કોઈ એક વિસ્તારમાં ફક્ત સૂક્ષ્મ પિયત પદ્ધતિનો ઉપયોગ કરતા હયાત વીજ જોડાણ ધરાવતા ખેડૂતો જ આ યોજનામાં જોડાઈ શકશે.

(6) આ યોજનામાં જોડાતા ખેડૂતો પોતાના ખેતરમાં તેમના સિંચાઈ હેતુના ખેતીવાડી વીજ જોડાણના કરારીત વિજભારને HP માંથી KW માં રૂપાંતરિત કરી, જેને KW ના ૧.૨૫ ગણા તેઓ સોલાર ફોટોવોલ્ટેઇક 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) પ્રોજેક્ટ સબસીડી અને CFA ૭.૫ હોર્સપાવર (HP)ની ક્ષમતા સુધીના મંજૂર થયેલ વીજભાર ધરાવતા વીજજોડાણ માટે, (જેના મંજૂર થયેલ વીજભાર(5.595 kW) ને ૧.૭૫ થી ગુણતાં એટલે કે 9.79 kW (5.595 kW × 1.75)) સોલાર ફોટોવોલ્ટેઇક પીવી સિસ્ટમ માટે જ મર્યાદિત રહેશે.

(9) આ યોજનામાં મળવાપાત્ર સોલાર સિસ્ટમ માટે ૭.૫ HP સુધીના જ મંજૂર વીજભાર ધરાવતા ખેતીવાડી વીજ જોડાણનો સમાવેશ કરી શકાશે. ૭.૫ HPથી વધારે મંજૂર વીજભાર 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 અંતર્ગત ખેડૂત દ્વારા ખેતીવાડી સિંચાઈ હેતુના વીજ વપરાશ બાદ બાકી વધેલી ગ્રીડમાં દાખલ કરેલ વધારાની (surplus) (net-injected) વીજળી જે તે વીજવિતરણ કંપની દ્વારા **રૂ.૨.૮૩/યુનિટના** દરે ૨૫ વર્ષ સુધી ખરીદવામાં આવશે તથા નેટ ઇમ્પોર્ટના કિસ્સામાં પ્રવર્તમાન ખેતીવાડી વીજદર મુજબ ચૂકવણી કરવાની રહેશે. આ અંગેનો હિસાબ વાર્ષિક ધોરણે કરવાનો રહેશે. આ માટે માનનીય GERC દ્વારા નક્કી થયેલ દર માન્ય રહેશે.

(11) આ યોજનામાં સમાવેશ કરવામાં આવેલ ફીડરની સોલાર સિસ્ટમની ઉત્પાદિત વીજળીને ગ્રીડમાં મોકલવા (inject કરવા) માટે દિવસ દરમ્યાન સૂર્યોદય થી સૂર્યાસ્ત સુધી થ્રી ફેઝ વીજ પુરવઠો ચાલુ રાખવાનો રહેશે. ભૂગર્ભજળનું શોષણ (water exploitation) અટકાવવા 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 જોડાયેલ ગ્રાહકોને થ્રી ફેઝ વીજ પુરવઠો રાજ્યની નીતિ મુજબ ૮(આઠ) કલાક આપવા પાત્ર રહેશે. ફીડરના મેનેજમેન્ટ, મોનીટરીંગ, એનર્જી એકાઉન્ટીંગ માટે જરૂરી ઉપકરણ જેવા કે, મિટરીંગ, શિડ્યુલિંગ, Feeder Management System, કેબલ અને ટ્રાન્સફોર્મરના અર્થીંગ, વિગેરેની રકમ રાજ્ય સરકારશ્રી તરફથી વપરાશની ગ્રાન્ટ તરીકે આપવામાં આવશે.

(13) આ યોજનાના અમલીકરણ માટે ભારત સરકારના નવી અને નવીનીકરણીય ઉર્જા મંત્રાલયની (MNRE) માર્ગદર્શિકા મુજબ પારદર્શી બીડીંગ પ્રક્રિયા અપનાવી એજન્સીઓની નિમણૂક કરવાની રહેશે. આ એજન્સીઓએ કુદરતી આપત્તિઓ અને ચોરી સામે સ્થાપિત સિસ્ટમો માટે સિસ્ટમોના કાર્યાન્વિત થવાની તારીખથી ૫ વર્ષના સમયગાળા માટેનો ફરજિયાતપણે વીમો અને પાંચ વર્ષ માટે વાર્ષિક સમારકામ કોન્ટ્રાક્ટ(AMC) લેવાનો રહેશે તથા MNREની માર્ગદર્શિકા મુજબ રીમોટ મોનીટરીંગ [illegible] રહેશે.

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

(15) સોલાર સિસ્ટમની માલિકી પાંચ વર્ષ સુધી સરકારશ્રીની રહેશે. સોલાર પેનલની સલામતીની જવાબદારી લાભાર્થીની રહેશે તથા લાભાર્થી યોજનાની [illegible] સોલાર સિસ્ટમ અન્યત્ર ખસેડી શકશે નહીં કે કોઈને તબદીલ કરી શકશે નહીં.

(16) જો સોલાર ડિસ્ટ્રીબ્યુટેડ [illegible] પ્લાન્ટ [illegible] જમીનને બિનખેતીમાં રૂપાંતરીત કરશે કે વેચાણ કરે તો તેણે સબસિડીની સંપૂર્ણ રકમ સરકારશ્રીમાં પરત કરવાની રહેશે.

(17) [illegible] કરવામાં આવશે.

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

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

(20) સદર યોજનાની જોગવાઈના અમલીકરણ કે અર્થઘટનની બાબતમાં વિવાદમાં [illegible] ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ ગુજરાત સરકારનો નિર્ણય આખરી રહેશે.

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

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

(ડી. [illegible] જોષી)
નાયબ સચિવ
ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ

પ્રતિ,

૧. માન.રાજ્યપાલશ્રીના અંગત સચિવશ્રી, રાજભવન, ગાંધીનગર (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.ક.મંત્રીશ્રી(ઉર્જા)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૬. મુખ્ય સચિવશ્રીના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૭. અધિક મુખ્ય સચિવશ્રી(નાણા)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૮. અધિક મુખ્ય સચિવશ્રી(ઉર્જા)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર
૯. મેનેજીંગ ડાયરેક્ટરશ્રી, ગુજરાત ઉર્જા 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 મુખ્ય સલાહકારશ્રી, ઉદ્યોગભવન, ગાંધીનગર
૧૬. નાણાં સલાહકારશ્રી(ઉર્જા અને પેટ્રોકેમિકલ્સ), નાણાં વિભાગ, સચિવાલય, ગાંધીનગર
૧૭. વિભાગના સર્વે અધિકારીશ્રીઓ
૧૮. સિલેક્ટ ફાઈલ/નાયબ સેક્શન અધિકારીશ્રીની અંગત ફાઈલ

Annexure - B

રાજ્યમાં પ્રધાનમંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન (PM-KUSUM) યોજનાના કોમ્પોનન્ટ-C હેઠળ ગ્રીડ કનેક્ટેડ કૃષિ પંપને સોલરાઈઝેશન કરવા અંગેની યોજના બાબત. (46)

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/૧૧/૨૦૧૬/૨૨૮૪/બી૧
2) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૮.૦૯.૨૦૧૮નો ઠરાવ ક્રમાંક:SLR/૧૧/૨૦૧૬/ ૨૨૮૪/બી૧
3) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારનો તા-૦૮.૦૩.૨૦૧૯નો હુકમ ક્રમાંક: ૩૨/૧૪૫/૨૦૧૭-SPV ડીવીઝન
4) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૨૨.૦૭.૨૦૧૯ ની કચેરી યાદી ક્રમાંક: ૩૨/૧૪૫/૨૦૧૭-SPV ડીવીઝન
5) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૧૩.૦૮.૨૦૧૯ની કચેરી યાદી ક્રમાંક: ૩૨/૧૪૫/૨૦૧૭-SPV ડીવીઝન
6) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૦૮.૧૧.૨૦૧૯ની કચેરી યાદી ક્રમાંક: ૩૨/૧૪૫/૨૦૧૭- SPV ડીવીઝન
7) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૩૧.૧૨.૨૦૧૯ની કચેરી યાદી ક્રમાંક: ૩૨/૧૪૫/૨૦૧૭- 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-૦૧.૦૭.૨૦૨૦નો ઠરાવ ક્રમાંક: SLR/૧૧/૨૦૧૯/૧૩૫૧/બી૧
10) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા-૨૭.૦૭.૨૦૨૦ની કચેરી યાદી ક્રમાંક: ૩૨/૧૪૫/૨૦૧૭-SPV ડીવીઝન(પાર્ટ-3)

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 કોમ્પોનન્ટ-C હેઠળ દેશભરમાં ૧૦ લાખ ગ્રીડ કનેક્ટેડ કૃષિ પંપને સોલરાઈઝ કરવાની મંજુરી આપવામાં આવેલ. આ યોજનાની અમલવારી ગુજરાત રાજ્યમાં કરવા અંગેની બાબત રાજ્ય સરકારની વિચારણા હેઠળ હતી.

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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 કનેક્ટેડ કૃષિ પંપને સોલરાઈઝ કરવાની યોજનાની અમલવારી ગુજરાત રાજ્યમાં MNREની આ યોજના અંગેની ગાઈડ લાઈન પ્રમાણે નીચેની શરતો તથા ધારાધોરણો મુજબ કરવા માટે આથી ઠરાવમાં 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 ખેડુતોને તથા સુક્ષ્મ સિંચાઈ પદ્ધતિઓનો ઉપયોગ કરતા તે યોજના/સિસ્ટમ હેઠળ આવરી લેનારા ખેડુતો/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 કિસાન સૂર્યોદય યોજનામાં આવરી લેવાતા ખેતીવાડી ફીડરો ઉપરના ખેતીવાડી વીજ ગ્રાહકો પણ આ યોજનાનો લાભ લઈ શકશે. આ માટે જે તે કિસાન સૂર્યોદય યોજનાના ફીડર માટે ઉપરોક્ત 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 ન જોડાતા ગ્રાહકોનો થ્રી ફેઝ વીજ પુરવઠો શરત નં. '12' મુજબ રહેશે.

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

(6) આ યોજનામાં જોડાતા ખેડૂતો પોતાના ખેતરમાં તેમના સિંચાઈ હેતુના ખેતીવાડી વીજ જોડાણના કરારીત વિજભારને HP માંથી kW માં રૂપાંતરિત કરી, જેતે kW ના ૧.૭૫ ગણા લેખે સોલાર ફોટોવોલ્ટિક પીવી સિસ્ટમ સ્થાપિત કરી શકશે.

(7) આ યોજનામાં જોડાતા ખેડુતોને 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 ખેડુતે ભોગવવાની રહેશે.

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(8) ઉપરોક્ત સબસીડી અને CFA ૭.૫ હોર્સપાવર (HP)ની ક્ષમતા સુધીના કરારીત વિજભાર ધરાવતા વિજજોડાણ માટે, તેમના 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 <u>₹૨.૮૩/યુનિટના</u> દરે ૨૫ વર્ષ સુધી ખરીદવામાં આવશે તથા નેટ ઇમ્પોર્ટના કિસ્સામાં પ્રવર્તમાન ખેતીવાડી વીજદર મુજબ ચુકવણી કરવાની રહેશે. આ અંગેનો હિસાબ વર્ષાંતે 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 રાજય 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 ડીવાઇસ/ 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) ગાઇડલાઇન 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 ગાઇડલાઇન 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) વગેરે ભારતમાં ઉત્પાદિત થયેલ હોવા જોઇએ.

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

(16) જે સોલાર સિસ્ટમના સ્થાપન કર્યાના ૫ વર્ષની અંદર લાભાર્થી જમીનને બિનખેતીમાં રૂપાંતરીત કરાવે કે વેચાણ કરે તો તેણે સબસિડીની ની 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/સુચના/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 ફાઈલ ઉપર નાણા વિભાગની તા.૦૫/૧૧/૨૦૨૦ ની નોંધથી આપેલ અનુમતિ અન્વયે બહાર પાડવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

(ડો. 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.ક.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 ફાઈલ

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Annexure 18

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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

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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.

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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

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Annexure-B

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

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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 સોલરાઈઝેશનનો 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 સોલરાઈઝેશનના અમલીકરણ માટેની ગાઈડલાઈન્સને મંજૂરી આપવામાં આવેલ છે. કેન્દ્ર સરકારની સદરહુ ફીડર લેવલ સોલરાઈઝેશનની યોજનાનો રાજ્યમાં અમલ કરવાની બાબત રાજ્ય સરકારની વિચારણા હેઠળ હતી.

સુધારા ઠરાવ:

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

(૧) આ યોજના હેઠળ એગ્રીકલ્ચર ફીડરનું સોલરાઈઝેશન 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 સોલરાઈઝેશનની કેન્દ્ર સરકારની ઉક્ત વંચાણે લીધેલ ક્રમાંક-(૩) પરની RESCO મોડ અંગેની ગાઈડલાઈન્સને અનુસરવાની રહેશે.

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

(54)

1. "ફીડરમાં સમાવિષ્ટ ખેતીવિષયક વીજ જોડાણ ધરાવતા ગ્રાહકો જો તેમના બેન્ચમાર્ક વીજવપરાશ કરતા ઓછો વીજ વપરાશ કરે તો કરેલ વીજ બચતના રૂ. 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 કનેકટેડ 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 (05:44 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 ડાયરેક્ટરશ્રી,ગુજરાત ઊર્જા વિકાસ નિગમ લી., વડોદરા
૮. મેનેજીંગ ડાયરેક્ટરશ્રી, ઉત્તર ગુજરાત વીજ કંપની લી., મહેસાણા
૯. મેનેજીંગ ડાયરેક્ટરશ્રી, પશ્ચિમ ગુજરાત વીજ કંપની લી., રાજકોટ
૧૦. મેનેજીંગ ડાયરેક્ટરશ્રી, દક્ષિણ ગુજરાત વીજ કંપની લી., સુરત
૧૧. મેનેજીંગ ડાયરેક્ટરશ્રી, 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 55
૧૫. વિભાગના સર્વે અધિકારીશ્રીઓ
૧૬. સિલેક્ટ ફાઈલ/નાયબ સેકશન અધિકારીશ્રીની અંગત ફાઇલ

Annexure - C

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.

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F. No. 32/34/2018- 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 Guideline issued vide Order no. 32/645/2017-SPV Divison 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.

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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

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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

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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 solarised 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(1) 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.

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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 9001:2008 Company) CIN U40109GJ2004SGC045195
Registered and Corporate Office: Sardar Patel Vidyut Bhavan Race Course, Vadodara-390007

Email:cetech.guvnl@gebmail.com	web site: www.guvnl.com	Tele (Di) : (0265) 2340205 PBX : (0265) 2310582 to 86 FAX : (0265) 2337918, 2338164

No. GUVNL/Tech/Solar-Cell/ PM-KUSUM-C/FLS/1693 **Date:21/06/2022**

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

Sub: Revision in allocation of Quantity and inviting Request for Selection (RfS) of Solar Power Generator (SPG) for Feeder Level Solarization Component-C of PM-KUSUM Scheme.

Ref:1. MNRE's OM No. 32/645/2017-SPV DIVISION, Date: 04-12-2020
2. MNRE's sanction vide no-32/54/2018- SPV DIVISION Date:17-03-2021
3. EPD, GoG letter to MNRE no-REN/11/2021/552/B1 Date:13-01-2022
4. EPD, GoG letter to GUVNL no-SLR/11/2016/2284/B1 Date:07-04-2022
5. MNRE's sanction vide no-32/54/2018- SPV DIVISION Date:18-05-2022
6. GUVNL's letter to all DISCOM no-GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/1500 Date:01-06-2022

Respected Sir,

In continuation with the GUVNL's letter dated 01-06-2022 to all DISCOMs for inviting RfS under Component-C (FLS). It is to inform you that **MNRE vide email dated:24-05-2022 informed all SIAs regarding initiating the tendering process for the balance quantity as under:-**

"Proposal for extension and expansion of the PM-KUSUM Scheme has been submitted for approval of the Ministry of Finance and the remaining quantities, which could not be allocated in this round, would be allocated once MoF's approval is received. In the meantime, SIAs anticipating fresh/ additional allocations can undertake activities such as identification of sub-station/feeders/beneficiaries; preparation of tender documents; filing of tariff petition with the respective State regulator, if required; initiate the tendering process; etc. However, the Letter of Award shall be given only after getting the firm allocation from the Ministry."

Sr. No.	State	Feeder Level Solarization (Nos)	Balance Demand pending for approval (Nos.)
2	Gujarat	39832	260668

During the PRM held under the chairmanship of MD, GUVNL with MDs and CEs of all DISCOMs on 15-06-2022, it was discussed and decided to invite Request for Selection

(RfS) under Component-C of FLS for total demanded quantity : 3,00,000 nos. of agriculture pumps.

Considering the status of existing Ag. consumers having load of up to 7.5HP, the quantity to be distributed among all DISCOMs in proportionate to the total connections of up to 7.5 HP is proposed as under:-

DISCOM	Total Ag. Connections	Total Ag. Connections Up to 7.5 HP	Earlier Allocation to DISCOM (Agriculture Pumps)	Proposed Fresh Allocation to DISCOM (Agriculture Pumps)	Total Allocation to DISCOM (Agriculture Pumps) For inviting RFS
DGVCL	206102	164232	465	39035	39500
MGVCL	202749	133882	1855	30345	32200
PGVCL	1085119	758895	30820	151680	182500
UGVCL	413981	190410	6692	39108	45800
Total	**1907951**	**1247419**	**39832**	**260168**	**300000**

Here, it is apt to mention that the tariff to be discovered for the Solar plants will be different for different capacity of Solar plants at different locations.

Further, MNRE is providing CFA for agriculture connections pumps of capacity up to 7.5 HP only. Hence, DISCOMs are requested to select feeders having at least 90% agriculture connections up to 7.5 HP firstly. In case of 90% criteria is not met, DISCOMs may select feeders in down grade manner gradually. i.e. first 89%, 88 % ....up to 80 %.

In view of the above, GUVNL being an SIA, hereby authorize all DISCOMs to invite the RfS to select SPG as per the tender to be modified by PGVCL for the Feeder level Solarization under Component-C of PM-KUSUM Scheme, in consultation with GUVNL.

DISCOM are requested, after selection of SPG / parties the discovered tariff may be consulted with GUVNL and subsequently before signing agreement, tariff needs to be adopted by GERC.

Concerned officers may please be directed to take necessary action in this matter by observing MNRE's guideline dated: 04-12-2020 and amendments thereof.

This is submitted with the approval of MD, GUVNL.

Thanking you,

Yours Faithfully,

2/6

Addl. Chief Engineer (Tech)

CFWC:-

1. The Director(Tech) – GUVNL, Vadodara
2. GM (Commerce / IPP)

ANNEXURE-3

List of Substation wise Solar Power plants with details 11 KV feeders Covered, Notified Plant Capacity, Annual Energy requirment, EMD & PBG

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant (Bid plant Number)	Name of Ag Feeders covered under Sub station	No. of Ag Feeders	No. of Ag. Connections (up to 7.5HP)	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)	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)
1	VALSAD	VAPI O&M	PARDI URBAN	132 KV ATUL S/S	DG-FLS-SS-1	11KV BALDA 11KV KOTLAV (UMARSADI) 11KV BARDA	3	1056	2147879	1.411	1.0
2	VALSAD	VAPI RSL	SOLSUMBA	66 KV UMBERGOAN S/S	DG-FLS-SS-2	11KV UMBERGOAN AGDOM	1	235	955704	0.575	0.5
3	VALSAD	VAPI O&M	DHARAMPUR	66 KV DHARAMPUR S/S	DG-FLS-SS-3	11KV BILPUDI 11KV NAGARIYA(NANAVAGHAI) 11KV DYPUR VARKAL 11KV BHAMBHA	4	3787	8848028	5.316	5.0
4	VALSAD	VALSAD O&M	CHIKHLI	66 KV CHIKHLI S/S	DG-FLS-SS-4	11KV KHAMBHDA 11KV KALIYARI 11KV CHIKHLI DEGAM	3	1860	4914145	2.953	2.5
5	VALSAD	VALSAD O&M	ROHIVEL	66 KV ATAK PARDI S/S	DG-FLS-SS-5	11KV BHOMAPARDI 11KV ATAKPARDI 11KV KANJAN 11KV PARDI SANDHPOR AG	4	1556	3407832	2.047	2.0
6	SURAT O&M	KADODARA	MOLVAN RSD	66KV PALOD	DG-FLS-SS-6	11 KV SIYALAJ	1	168	1008449	0.606	0.5
7	VALSAD	VAPI O&M	PARDI O&M	66 KV KHADKI DUNGRI S/S	DG-FLS-SS-7	11KV KHADKI DUNGRI 11KV PARIA 11KV PALSANA	3	604	1214107	0.729	0.5
8	VALSAD	NAVSARI O&M	EROO	66 KV EROO S/S	DG-FLS-SS-8	11KV KOTHMADI 11KV BHUTSAD 11KV HARIAPORE	3	1286	6043746	3.631	3.5
9	VALSAD	VALSAD O&M	BILLIMORA (A)	66 KV BILLIMORA S/S	DG-FLS-SS-9	11KV BILL-A VARKAL 11KV BALWDA	2	1326	3038432	1.831	1.5
10	VALSAD	NAVSARI O&M	MAROLI	66 KV MAROLI S/S	DG-FLS-SS-10	11KV DANTI 11KV PADGHA 11KV AGURA 11KV KALAKACHHA	4	1796	9060505	5.444	5.0
11	VALSAD	NAVSARI O&M	VANSDA	66 KV VANSDA S/S	DG-FLS-SS-11	11KV CHHATIYA AG 11KV SARA 11KV KHADAKIYA	3	1768	3885046	2.334	2.0
12	SURAT O&M	VYARA	VYARA	66 KV VYARA	DG-FLS-SS-12	11 KV PANIYARI 11 KV LOTARVA 11KV NAGDEV 11 KV VIRPUR	4	2065	3050975	1.833	1.5
13	SURAT O&M	BARDOLI	MANDVI	66 KV MANDVI	DG-FLS-SS-13	11 KV KOSADI 11 KV TARSADABAR 11 KV BHATKAI 11 KV AMALSADI 11 KV BAMCHER 11KV PIPALVADA	6	3753	15059458	9.048	9.0

ANNEXURE-3

List of Substation wise Solar Power plants with details 11 KV feeders Covered, Notified Plant Capacity, Annual Energy requirment, EMD & PBG

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant (Bid plant Number)	Name of Ag Feeders covered under Sub stistion	No. of Ag Feeders	No. of Ag. Connections (up to 7.5HP)	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)	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)
14	SURAT O&M	BARDOLI	MAHUVA	66 KV MAHUVA S/S	DG-FLS-03-14	11 KV MAHUDI 11 KV ANCHELI 11 KV KHARVAN 11 KV DHODHLU 11 KV PATHARADIA 11 KV MORDEVI	6	2026	8150452	4.885	4.5
15	SURAT O&M	BARDOLI	MANGROL	66 KV ZANKHVAV S/S	DG-FLS-03-15	11 KV SHANPUR 11 KV GODBAR 11KV VAD 11 KV RAJWADI 11KV VAHAR	5	814	1942642	1.167	1.0
16	BHARUCH	RAJPIPLA	SAGBARA	66 KV SAGBARA S/S	DG-FLS-03-16	11KV DABKA AG 11KV TELAMBA AG 11KV KAKDI AMBA AG 11KV NARVADI AG 11KV GODADA AG	4	2339	6240190	3.749	3.5
17	BHARUCH	ANKLESHWAR O & M	VALIA	66KV VALIA	DG-FLS-03-17	11KV AMBOLI FEEDER 11KV SODGAM FEEDER 11KV VALIA(R) FEEDER 11KV KARA 11KV KADIA DUNGAR	5	1228	7066158	4.246	4.0
18	BHARUCH	ANKLESHWAR O & M	ZAGADIA	66KV ZAGADIA S/S	DG-FLS-03-18	11KV BHADOL(AVIDHA) 11KV SELOD AG 11KV GUMANDEV FEEDER 11KV RANIPURA 11KV UMODHRA	5	1461	7178750	4.313	4.0
19	BHARUCH	ANKLESHWAR O & M	NETRANG	66KV NETRANG	DG-FLS-03-19	11KV THAVA FEEDER 11KV ATKOL FEEDER 11KV CHASVAD FEEDER 11KV MAUZA 11KV CHANDRAVAN 11KV BHULESHWAR 11KV JESPORE AG	7	1171	7173930	4.310	4.0
20	BHARUCH	RAJPIPLA	DEDIAPADA	66KV DEDIAPADA	DG-FLS-03-20	11KV BHATPUR 11KV JORGAM AG 11KV SOLIA AG	3	1928	4294606	2.580	2.5
21	VALSAD	VAPI O&M	NANAPONDHA	66 KV KAKADKOPAR S/S	DG-FLS-03-21	11KV KARAYA RURAL 11KV KAKADKOPAR 11KV NANAPONDHA	3	1000	1750233	1.052	1.0
22	VALSAD	VALSAD O&M	DUNGRI	66 KV DUNGRI S/S	DG-FLS-03-22	11KV TIGHRA(DUNGRI) 11KV DHAMDHI AG 11KV KUNDI AG 11KV ROLA	4	1972	6460071	3.881	3.5
23	VALSAD	VAPI O&M	KAPARADA	66 KV KAPRADA S/S	DG-FLS-03-23	11KV MOTI VAHIYAL AG 11KV CHANDVEGAN	2	517	1416690	0.851	0.5

ANNEXURE-3

List of Substation wise Solar Power plants with details 11 KV feeders Covered, Notified Plant Capacity, Annual Energy requirment, EMD & PBG

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant (Bid plant Number)	Name of Ag Feeders covered under Sub station	No. of Ag Feeders	No. of Ag. Connections (up to 7.5HP)	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)	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)
24	VALSAD	NAVSARI O&M	[illegible]	66 KV CHHAPRA S/S	DG-P13-SS-24	11KV MOGAR AG	1	279	1579921	0.947	0.5
25	VALSAD	NAVSARI O&M	AMALSAD	66 KV AMALSAD S/S	DG-P13-SS-25	11KV MAVA 11KV MORA AG 11KV ANCHELI	3	1756	4779780	2.872	2.5
26	SURAT O&M	SURAT O&M	KOSAD	66 KV VARIAV	DG-P13-SS-26	11KV MAHADEV	1	339	1500127	0.901	0.5
27	SURAT O&M	KADODARA	PALSANA	66 KV PALSANA	DG-P13-SS-27	11KV BHUTPOR(ELINGAD) 11KV DHAMDOD 11 KV KARWAY 11 KV TUNDI 11KV MAKHINGA	5	2728	11751365	7.060	7.0
28	BHARUCH	RAJPIPLA	RAJPIPLA(R) - II	66KV PRATAPNAGAR S/S	DG-P12-SS-28	11KV NIKOLI 11KV RAJUVADIA AG 11KV AMRAPARA 11KV KOLIAPADA 11KV ASHA FDR	5	376	2174286	1.306	1.0
29	SURAT O&M	BARDOLI	MANGROL	66 KV MOSALI S/S	DG-P13-SS-29	11 KV NANI NAROLI FEEDER 11 KV KOSADI FEEDER 11 KV SADKACHH 11 KV BHEMADA 11 KV VADRAVI	5	1566	7134099	4.287	4.0
30	SURAT O&M	BARDOLI	ARETH	66KV SARASU	DG-P13-SS-30	11 KV ARETH	1	315	1269151	0.763	0.5
31	SURAT O&M	KADODARA	KATHOR	66 VELANJA	DG-P13-SS-31	11 KV GOTHAN 11 KV ABRAMA	2	669	2783975	1.673	1.5
32	SURAT CITY	SURAT (URB)	KHARWASA	66KV NIOL S/S	DG-P10-SS-32	11 KV KHARVASA 11 KV BROKER	2	348	1666293	1.001	1.0
33	SURAT CITY	SURAT (URB)	SACHIN(R) S/DN	66 KV VANZ	DG-P13-SS-33	11 KV KAPLETHA	1	195	1390066	0.835	0.5
34	SURAT O&M	BARDOLI	BARDOLI RURAL	66 KV AFWA	DG-P13-SS-34	11 KV KIKVAD 11 KV VADHAVA 11 KV PARDI	3	818	4757651	2.858	2.5
35	SURAT O&M	BARDOLI	MADHI	66 KADOD	DG-P13-SS-35	11 KV SINGOD 11 KV VADHAVAMIYA 11 KV MORI 11 KV VAGHECHA 11 KV ZARIMORA	5	2709	12870899	7.733	7.5
36	SURAT O&M	BARDOLI	MADHI	66 KV MADHI 02	DG-P13-SS-36	11 KV KAHER 11 KV SYADALA 11 KVAKOTI 11 KV BAUDA	4	2796	13702612	8.233	8.0
37	VALSAD	NAVSARI O&M	TANKAL	66 KV TANKAL	DG-P13-SS-37	11KV RANKUVA 11KV SUNTHWAD 11KV UNDHAVAL 11KV CHITALI 11KV NOGAMA AG	5	2618	9016284	5.418	5.0

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ANNEXURE-3

List of Substation wise Solar Power plants with details 11 KV feeders Covered, Notified Plant Capacity, Annual Energy requirment, EMD & PBG

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant (Bid plant Number)	Name of Ag Feeders covered under Sub ststion	No. of Ag Feeders	No. of Ag. Connections (up to 7.5HP)	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)	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)
38	SURAT O&M	BARDOLI	BAMNIA	66 KV BAMANIYA	DG-F13-03-38	11 KV KANKARIA 11 KV BARTAD 11 KV KADHAIYA 11 KV BHAGVANPURA 11 KV ZERVAVARA	5	1475	8246438	4.951	4.5
39	BHARUCH	RAJPIPLA	GARUDESHWAR	66KV AMRODALA S/S	DG-F15-55-39	11KV SURA AG 11KV VADI AG	2	741	2411398	1.448	1.0
40	SURAT O&M	KADODARA	SEVANI	66 KV SHAMPURA	DG-F13-03-40	11 KV TIMBA 11 KV MAGOD 11 KV MOTA 11KV MACH 11 KV ASTA AG	5	2309	12437891	7.472	7.0
41	SURAT O&M	KADODARA	KADODARA 1	66 KV KOSMADA	DG-F13-03-41	11 KV KUMBHARIYA 11 KV PASODARA 11KV ANTROLI 11 KV HARIPURA	4	1105	7652720	4.598	4.5
42	VALSAD	NAVSARI O&M	VASORA	66 KV SINGOD S/S	DG-F13-03-42	11KV NAVAPARA AG 11KV SUPA NEW 11KV KUREL 11KV MUNSAD 11KV MOLDHARA	5	1172	8175148	4.971	4.5
43	SURAT O&M	VYARA	KAPURA	66 KV MANGALIA	DG-F13-03-43	11 KV DHANTURI 11 KV VANDARDEVI 11 KV ARKUND 11KV KHUTADIYA	4	712	1424773	0.877	0.5
44	SURAT O&M	VYARA	SONGADH	66 KV JAMKHADI	DG-F13-03-44	11 KV DON 11 KV HIRAVADI 11 KV JAMKHADI 11 KV MEDHA	4	1056	4288712	2.577	2.5
45	SURAT O&M	BARDOLI	ARETH	66 KV TODANIA S/S	DG-F13-03-45	11 KV BAUDHAN 11 KV TUKET 11 KV ZARPAN 11 KV MUNJALAV	4	1962	5911631	3.552	3.5
46	BHARUCH	ANKLESHWAR O & M	VALIA	66KV DAHELI S/S	DG-F13-03-46	11KV MODHAVDI 11KV UMARGAM 11KV DELHI(DELHI SS) 11KV SEVAD	4	696	3740519	2.247	2.0
47	BHARUCH	RAJPIPLA	RAJPIPLA(R) - II	66KV KHACHHARWADA S/S	DG-F13-03-47	11KV BHUCHAD AG 11KV VIRSINGPURA AG 11KV VARKHAD AG 11KV TAROPA AG	4	391	1452642	0.873	0.5
48	BHARUCH	BHARUCH O & M	BHARUCH RURAL	66KV KADOD	DG-F13-03-48	11KV LUVARA AG 11KV ZADESHWAR AG 11KV BHIORA AG	3	609	4535952	2.725	2.5

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ANNEXURE-3

List of Substation wise Solar Power plants with details 11 KV feeders Covered, Notified Plant Capacity, Annual Energy requirment, EMD & PBG

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant (Bid plant Number)	Name of Ag Feeders covered under Sub station	No. of Ag Feeders	No. of Ag. Connections (up to 7.5HP)	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)	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)
49	BHARUCH	RAJPIPLA	DEDIAPADA	66KV CHIKDA S S	DG-FL5-SS-49	11KV GOPALIYA AG 11KV SEDVAN AG	2	616	1761108	1.060	1.0
50	SURAT O&M	KADODARA	KIM	66 KV SIYAH S/S	DG-FL5-SS-50	11KV PARDIYA 11KV SIKAM	2	493	1830315	1.102	1.0
51	SURAT O&M	KADODARA	RATHOR	66 KV KARAN	DG-FL5-SS-51	11 KV KARJAN 11 KV KUTRI MATA 11KV DHALA	3	842	3103331	1.866	1.5
52	SURAT O&M	BARDOLI	UMARKHADI	66 KV UMARKHADI	DG-FL5-SS-52	11 KV TITOI 11 KV LUHARWAD 11 KV LAKHAGAM 11KV GODADHA	4	2000	4733254	2.858	2.5
53	VALSAD	VALSAD CITY	VALSAD IND.	66KV GUNDLAV S/S	DG-FL5-SS-53	11KV BHADELI AG 11KV BELU	2	844	2068198	1.243	1.0
54	VALSAD	VALSAD O&M	BILIMORA (R)	66 KV BALWADA S/S	DG-FL5-SS-54	11KV CHIKHLA 11KV BALWADA-1 11KV VAGAN(DUNGRI) 11KV GORGAM	4	1572	3718720	2.264	2.0
55	VALSAD	VAPI O&M	VAPI O&M	66 KV KOCHARVA S/S	DG-FL5-SS-55	11KV KOPARLI AG 11KV DEGAM AG (DUNGRA)	2	437	988654	0.594	0.5
56	VALSAD	VALSAD O&M	RANKUWA	66KV RANKUVA S/S	DG-FL5-SS-56	11KV MANEKPORE 11KV DONGA 11KV KUKERI	3	1091	3582587	2.132	2.0
57	VALSAD	NAVSARI O&M	VANSDA	66KV MANPUR S/S	DG-FL5-SS-57	11KV SITAPUR 11KV AMBAPANI 11KV DHAMMAL AG	3	913	2119662	1.094	1.0
58	SURAT O&M	KADODARA	KADODARA 2	66 KV PARAB	DG-FL5-SS-58	11 KV UBHAL 11 KV MORTHAN	2	1244	6958535	4.181	4.0
59	VALSAD	NAVSARI O&M	MAROLI	66 KV MANGROL S/S	DG-FL5-SS-59	11KV PARUJAN 11KV DELVADA	2	284	1230978	0.740	0.5
60	SURAT O&M	KADODARA	KIM	66KV VADOLI SS	DG-FL5-SS-60	11 KV ANITA 11KV BHADOL 11KV BALOTA AG	3	680	1963894	1.180	1.0
61	SURAT O&M	KADODARA	KOSAMBA	66 KV FTP S/S	DG-FL5-SS-61	11 KV SAVA 11KV KATHWADA	2	179	921286	0.554	0.5
62	BHARUCH	ANKLESHWAR O & M	NETRANG	66KV MALIJA S/S	DG-FL5-SS-62	11KV UMARVA AG 11KV KARMALIYA AG 11KV BALADVA AG	3	492	2795140	1.679	1.5
63	SURAT O&M	BARDOLI	MANGROL	66 KV VANKAL	DG-FL5-SS-63	11 KV BORIA AG 11 KV NANDOLA 11 KV NANIFALI 11 KV KHANEDA	4	409	1945318	1.169	1.0
64	SURAT O&M	SURAT O&M	SAYAN SDN	66 KV DELAD	DG-FL5-SS-64	11 KV DELAD AG	1	360	1409590	0.847	0.5
65	BHARUCH	ANKLESHWAR O & M	SARBHOL	66KV SAMOR S/S	DG-FL5-SS-65	11KV MANDVA AG 11KV ANDADA AG	2	805	4855568	2.917	2.5

ANNEXURE-3

List of Substation wise Solar Power plants with details 11 KV feeders Covered, Notified Plant Capacity, Annual Energy requirment, EMD & PBG

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant (Bid plant Number)	Name of Ag Feeders covered under Sub station	No. of Ag Feeders	No. of Ag. Connections (up to 7.5HP)	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)	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)
66	BHARUCH	RAJPIPLA	SAGBARA	66KV BHOGVAD S/S	DG-FLS-SS-66	11KV JAVLI AG 11KV KHOCHARPADA AG	2	672	2795838	1.680	1.5
67	BHARUCH	RAJPIPLA	RAJPIPLA(R) - II	66KV AMLETHA S/S	DG-FLS-SS-67	11KV HANDI AG 11KV PRATAPPARA AG 11KV DHOLAR AG	3	184	840604	0.505	0.5
68	SURAT O&M	BARDOLI	ARETH	66 KV BABAL	DG-FLS-SS-68	11KV GODSAMBA 11 KV KAREN 11 KV UTEVA	3	1660	5118490	3.075	3.0
69	BHARUCH	RAJPIPLA	RAJPIPLA - I	66KV MOTARAIPARA S/S	DG-FLS-SS-69	11KV VELCHANDI AG 11KV SENGPURA AG 11KV VANSLA AG	3	664	1588394	0.954	0.5
70	BHARUCH	ANKLESHWAR O & M	ZAGADIA	66KV AVIDHA S/S	DG-FLS-SS-70	11KV WAGHPURA AG 11KV JUNAPORA AG 11KV SIMADA AG	3	330	1654384	0.994	0.5
71	VALSAD	NAVSARI O&M	PIPALKHED	66KV ANKLACH S/S	DG-FLS-SS-71	11KV GODWAL 11KV KANDHA (VAGAN) 11KV KHANPUR	3	1098	845346	0.508	0.5
72	SURAT CITY	SURAT (URB)	KHARWASA	66 KV BHATIYA	DG-FLS-SS-72	11 KV POPADA AG 11 KV DAS NI VADI	2	680	2014508	1.210	1.0
73	SURAT O&M	VYARA	UNAI	66 KV BAWLA	DG-FLS-SS-73	11 KV UKHALDA 11 KV GALKHADI 11 KV NIYANBA	3	804	2578317	1.549	1.5
74	SURAT O&M	BARDOLI	BAMNIA	66 KV KALKAVA	DG-FLS-SS-74	11 KV AUSADH 11 KV NALDHARA 11KV BEDA AG	3	1933	4272727	2.567	2.5
75	SURAT O&M	VYARA	VYARA	66 KV CHIKHALI BHENSROT	DG-FLS-SS-75	11 KV AMLI 11 KV VAGHPANI	2	427	1088130	0.654	0.5
76	VALSAD	VALSAD O&M	ROHVEL	66 KV VALANDI S/S	DG-FLS-SS-76	11KV BHUTSAR 11KV KAKDIGAM(NEW) 11KV MORI FALIA AG	3	1719	4654716	2.797	2.5
77	VALSAD	NAVSARI O&M	ANAVAL	66 KV BHINAR S/S	DG-FLS-SS-77	11KV CHARVI 11KV TARKALI 11KV KHADKALA	3	2098	3011888	1.893	1.5
78	VALSAD	VALSAD O&M	RUMLA	66KV RUMLA	DG-FLS-SS-78	11KV GHOLAR 11KV SATADIYA 11KV MOGRAWADI 11KV MAHAKALPADA	4	2215	6360939	3.817	3.5
79	SURAT O&M	KHOODARA	SEVASI	66 KV VAV S/S	DG-FLS-SS-79	11KV KHODIYAR 11 KV JORAA	2	564	1645932	0.989	0.5
80	VALSAD	VAPI O&M	DHARAMPUR	66 KV NANI VAHIYAL S/S	DG-FLS-SS-80	11KV UKTA 11KV TUMBI	2	945	1982181	1.190	1.0
81	SURAT CITY	RANDER	MOTA VARACHHA	66KV MOTA VARACHHA	DG-FLS-SS-81	11KV VAGHESHWARI 11KV MOTA VARACHHA AG	2	414	1918995	1.156	1.0
82	SURAT O&M	VYARA	DOLVAN	66KV KARANKHED S/S	DG-FLS-SS-82	11 KV DHAMODHAR 11 KV BESANIYA	2	571	1054119	0.633	0.5

ANNEXURE-3

List of Substation wise Solar Power plants with details 11 KV feeders Covered, Notified Plant Capacity, Annual Energy requirment, EMD & PBG

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant (Bid plant Number)	Name of Ag Feeders covered under Sub station	No. of Ag Feeders	No. of Ag. Connections (up to 7.5HP)	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)	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)
83	SURAT O&M	VYARA	KAPURA	66 KV MAGARKUI S/S	DG-FI3-03-83	11 KV VELDHA 11 KV SARAIYA 11 KV JITWADI	3	632	1899396	1.141	1.0
84	SURAT O&M	VYARA	VYARA	66 KV CHIKHALVAV	DG-FI3-03-84	11 KV RAMPURA 11 KV VADKUI 11 KV DEVJANI	3	700	2256890	1.355	1.0
85	SURAT CITY	SURAT (URB)	KHARWASA	66 KV DELADWA SS	DG-FI3-03-85	11 KV GOJA 11 KV DELADVA	2	170	935533	0.562	0.5
86	VALSAD	VALSAD CITY	VALSAD COSTAL	66 KV MAGOD	DG-FI3-03-86	11 KV DUNGERWADI AG 11 KV SURWADA AG	2	444	1137931	0.683	0.5
87	VALSAD	NAVSARI O&M	PIPALKHED	66 KV UMZIR	DG-FI3-03-87	11KV UPSAL 11KV KANTASVEL 11KV KANSARIA 11KV DUNGARPADA 11KV RAMPUR	5	1135	2731730	1.641	1.5
88	VALSAD	NAVSARI O&M	SISODRA	66 KV BUTLAV SS	DG-FI3-03-88	11KV PUNI 11KV NAVATALAV AG 11KV RAJWADA AG	3	833	3497513	2.101	2.0
89	SURAT CITY	SURAT (URB)	KHARWASA	66 KV KHARVASA	DG-FI3-03-89	11 KV BONAND AG	1	149	1005497	0.604	0.5
90	SURAT CITY	RANDER	OLPAD	66 KV KASMALA	DG-FI3-03-90	11 KV ACHHARAN AG 11 KV SANDHIYER AG	2	736	2289611	1.376	1.0
91	SURAT O&M	VYARA	SONGADH	66KV VAJPADA	DG-FI3-03-91	11KV TAPADA 11KV KUKADDAR 11KV KALAGHAT 11KV CHAKVAN	4	916	2668941	1.611	1.5
92	SURAT O&M	BARDOLI	BAMNIA	66KV GOPLA	DG-FI3-03-92	11KV GOPLA 11KV BAJKHADI	2	719	2231467	1.341	1.0
93	VALSAD	NAVSARI O&M	VANSDA	66 KV VANGAN SS	DG-FI3-03-93	11 KV VANGAN AG 11 KV UMBARPADA AG	2	623	921217	0.553	0.5
94	VALSAD	VALSAD O&M	RANKUVA	66 KV PRATAPNAGAR SS	DG-FI3-03-94	11KV DOLDHA 11KV RAJPORE AG	2	379	1137998	0.684	0.5
95	VALSAD	VAPI INDL	SANJAN	66 KV NAREKPORE SS	DG-FI3-03-95	11KV DHODIPADA AG 11KV NEW NAROLI AG	1	539	1335833	0.803	0.5
96	VALSAD	VALSAD O&M	KHERGAM	66 KV JAMANPADA SS	DG-FI3-03-96	11KV CHIMANPADA AG 11KV JAMANPADA AG	2	714	1793315	1.085	1.0
97	SURAT O&M	VYARA	DOLVAN	66KV PATHARVADI	DG-FI3-03-97	11KV GARPANI 11KV KAKADVA 11KV VARANKHAN	3	705	2192014	1.317	1.0
98	SURAT O&M	VYARA	KAPURA	66KV JESINGPURA	DG-FI3-03-98	11KV BHOJPUR DUR 11KV UMARKACHH 11KV KANJAN	3	815	2557099	1.536	1.5
99	SURAT O&M	VYARA	VYARA	66KV UNCHAMALA	DG-FI3-03-99	11KV DUNGARI 11KV MAHUDI 11KV NEW KHODTALAV	3	402	910421	0.547	0.5

ANNEXURE-3

List of Substation wise Solar Power plants with details 11 KV feeders Covered, Notified Plant Capacity, Annual Energy requirment, EMD & PBG

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant (Bid plant Number)	Name of Ag Feeders covered under Sub ststion	No. of Ag Feeders	No. of Ag. Connections (up to 7.5HP)	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)	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)
100	VALSAD	VALSAD O&M	RAKHUWA	66 KV SARADHVEL SS	DG-FL5-SS-100	11KV KAVERI AG 11 KV TATKHADI AG	2	576	1850211	1.115	1.0
101	SURAT O&M	VYARA	SONGADH	66KV TAPARVADA	DG-FL5-SS-101	11KV MASANPADA 11KV KAPADBANDH 11KV VADI RUPGADH 11KV DHAMBALU	4	556	1240764	0.747	0.5
102	VALSAD	NAVSARI O&M	CHIKHLI	66KV ABRAMA S/S	DG-FL5-SS-102	11KV VADIFALIA 11KV SARAV 11KV KANERA	3	319	890965	0.537	0.5
103	VALSAD	VAPI O&M	DHARAMPUR-2	66KV TISKARI TALAT	DG-FL5-SS-103	11KV KOSAMKUVA AG	1	587	1380853	0.832	0.5
104	VALSAD	NAVSARI O&M	GANDEVI	66KV GADAT S/S	DG-FL5-SS-104	11KV PINJARA 11KV KOLWA	2	817	3042000	1.828	1.0
105	VALSAD	NAVSARI O&M	MAROLI	66KV TAVDI S/S	DG-FL5-SS-105	11KV SAGARA AG 11KV SIMALGAM	2	754	3610257	2.169	2.0
106	SURAT O&M	VYARA	KUKARMUNDA	66KV BORKHUVA	DG-FL5-SS-106	11KV GANTHA 11KV GORAPADA	2	424	1262594	0.759	0.5
107	VALSAD	VAPI O&M	DHARAMPUR-2	66KV VELVACH	DG-FL5-SS-107	11KV VELVACH AG	1	566	1155393	0.694	0.5
108	SURAT O&M	BARDOLI	SEVANI	66KV SEVANI	DG-FL5-SS-108	11KV DHARUKHA	1	385	1062225	0.638	0.5
109	VALSAD	VAPI RIG	SARIGAM	66 KV SARIGAM PHASE-II S/S	DG-FL5-SS-109	11KV TARSA AG 11KV PUNAT AG	2	492	1313596	0.789	0.5
110	SURAT O&M	VYARA	SONGADH	66 KV KUMKUVA	DG-FL5-SS-110	11 KV KHANJAR 11 KV RUPVADA 11 KV DOSWADA 11KV GATADAR	4	895	2125780	1.277	1.0
111	VALSAD	VALSAD O&M	DUNIA	66 KV GODTHAL	DG-FL5-SS-111	11KV DUNGARPADA AG 11KV DHAMDHUMA	2	936	1985741	1.193	1.0
112	SURAT O&M	VYARA	VYARA	66 KV MANDAL	DG-FL5-SS-112	11 KV CHAKADIYA 11 KV KHAMBHALA 11KV POKHARAN	3	689	1870976	1.124	1.0
							331	113776	395483647	237.611742	212.00

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Annexure-D

DAKSHIN GUJARAT VIJ COMPANY LIMITED

REQUEST FOR SELECTION (RfS) OF SPG
FOR

PURCHASE OF SOLAR POWER THROUGH COMPETITIVE BIDDING PROCESS [FOLLOWED BY REVERSE E-AUCTION]

FOR

SOLARIZATION OF VARIOUS 11KV FEEDERS OF SELECTED 66/11KV SUBSTATIONS IN DGVCL

UNDER
RESCO MODE OF
PM-KUSUM COMPONENT-C
FEEDER LEVEL SOLARIZATION SCHEME

Issued by:

The Addl.Chief Engineer (C&R)
Dakshin Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042909, Regd. & Corporate Office,
"UrjaSadan", Kapodra Char Rasta, NanaVarachha road,
SURAT-395006, GUJARAT-INDIA
Web: www.dgvcl.com, Email: acegerc.dgvcl@gebmail.com

RfS document for feeder level Solarization under PM-KUSUM-Component-C in DGVCL

Disclaimer:

1. Though adequate care has been taken while preparing this RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RfS/ Issue of the RfS documents, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Dakshin Gujarat Vij Company Limited (DGVCL) reserves the right to modify, amend or supplement this RfS document and the draft PPA including selection process and evaluation criteria, if deemed necessary by it or the same is required under Law. Such change shall be posted on Bidding Portal.
3. While this RfS has been prepared in good faith, neither DGVCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.
4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.
6. DGVCL 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 DGVCL will refund the EMD, if any, and cannot be subjected to any liability whatsoever due to such rejection/cancelation.
7. This RfS is invited from SPG under Component –C of MNRE, Government of India's PM-KUSUM Scheme for Solarization Agricultural feeders of selected 66/11 KV Sub-station and the availability of CFA is subject fulfillment of terms & conditions of the scheme, disbursement of CFA by MNRE to the State of Gujarat and MNRE's evaluation of data for various projects under this Tender. DGVCL and GUVNL shall not be responsible for non-receipt / part receipt of CFA or delay in disbursement of CFA to any project of any feeder, if reasons for such non-receipt / part receipt or delay in disbursement of CFA is attributable to the SPG entity. In such a case, DGVCL /GUVNL shall not be liable to pay /compensate any difference of CFA on account of less amount of CFA received from MNRE.

Notice Inviting RfS

No: DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2 DT:

As authorized by the Gujarat Urja Vikas Nigam Ltd. (GUVNL) being State Implementing Agency (SIA) for Component-C of PM-KUSUM Scheme in the Gujarat State, the Addl.Chief Engineer (C&R)-DGVCL **invites this Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode.**

The setting up of Solar Power Generator (SPG) under this RfP shall involve Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years from Commercial Operation Date, grid connectivity though erection of 11kV line to connect the plant with concerned 66 / 11 KV Substation, installation & operation of RMS of Solar power plant through RESCO model for Solarization of 11kV feeders of selected 66/11kV substation in DGVCL under PM-KUSUM scheme – Component C -feeder level Solarization (FLS).

The RfS documents may be down loaded from web site **https://dgvcl.nprocure.com** (For view, download and on line submission) and DGVCL's website www.dgvcl.com (for view download 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:// dgvcl.nprocure.com*** (i.e. under preliminary, technical and price offer stage of online). **The copy of necessary documents as specifically mentioned in RfS is/are required to be submitted in physical form also at following address, within 5 days from the date of submission through online mode, to:-**

The Addl.Chief Engineer (C&R),
Dakshin Gujarat Vij Company Ltd., Regd. & Corporate Office,
"UrjaSadan",Kapodra Char Rasta, Nana Varachha road,
SURAT-395006, (Gujarat.

RfS Schedule: -

1	NIT /RfS No.	DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2
2	NIT Issue Date	27-03-2023
3	Bidding portal	https://dgvcl.nprocure.com
4	Document description	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL. Which involves Design, Survey, Supply, installation, testing , commissioning ,Operation &maintenance for 25 years from Commercial Operation date (COD) of grid connected substation level Solar power plant , erection and maintenance of its associated 11 KV Line to evacuate power to the substation with Remote Monitoring System (RMS) as per the PM-KUSUM Scheme Component-C-Feeder Level Solarization through RESCO model.
5	Tender/Rfs Document fee	Rs. 15000+ Rs. 2700/- (GST @18%)= Rs. 17700/- (Seventeen Thousand Seven hundred only) Payment of Tender fee can be accepted by RTGS/NEFT. In case of payment through DD/Banker's Cheque the scanned copy of original documents shall have to be uploaded with the bid on- line and **original copy of the same will have to be submitted, at the office of the The Addl.Chief Engineer (C&R), DGVCL Surat, within 5 days from the scheduled date of the on-line bid opening (Tender Fee EMD stage).**
6	EMD	Payment of Earnest Money deposit (EMD) can be accepted by RTGS/NEFT. In case of payment through DD/Banker's Cheque/Pay Order /Bank Guarantee, the scanned copy of original documents shall have to be uploaded with the bid on- line **and original copy of the same will have to be submitted, at the office of the The Addl.Chief Engineer (C&R), DGVCL Surat, within 5 days from the scheduled date of on-line bid opening. (Tender Fee EMD stage)**. Separate EMD shall require to be paid for each bid, in case the bidder participate in multiple bid.
7	Pre-bid meeting	**Date and timing: 13-04-2023 at 15:00 Hrs** **Venue: Conference Hall,6th floor,** **DGVCL, Corporate Office, Kapodra Char Rasta,NanaVarachha Road, SURAT.** (The Agency who wants to attend the pre-bid meeting is requested to intimate us at least one day in advance

		prior to pre-offer meeting by e-mail only on following e-mail IDs sedsm.dgvcl@gebmail.com acegerc.dgvcl@gebmail.com
8	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	**Date: 24-04-2023, Time:-18:00 Hrs**
9	Date of opening of Tender Fee, EMD on-line	**Date: 25-04-2023, Time:-11:00 Hrs**
10	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days from the scheduled date of on-line bid opening of Tender Fee & EMD stage. (On working days, During office hours)
11	Date of opening of Technical offer on-line (If possible)	**Date: 01-05-2023, Time:-11:00 Hrs**
12	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (If possible)	**Date: 06-05-2023, Time:-11:00 Hrs**
13	Reverse e-auction	Date of Reverse e-auction will be displayed on e-reverse bidding portal and it will be conveyed through e-mail to the eligible bidders. . The bidders shall require to create e auction user id on https://e-auction.nprocure.com/ The bidder shall require to mention their e-auction user id in the on-line submission of technical bid. **This is mandatory.**
Note: Bidders shall ensure that they have verified the scanned copies of the documents uploaded by them and documents shall open properly without any error. It shall be sole responsibility of the bidder that the uploaded documents (in PDF form) remain legible and should not be password protected.		

DGVCL GSTIN No: 24AABCD8912C1Z3

- **Every bidder has to inform their GSTIN No. at the time of payment of applicable fees**

Care to be taken for submission of bid:

AS PER THE NOTICE OF THE INVITATION OF RfS DOCUMENT (NEWS PAPER ADVERTISEMENT), THE BID IS INVITED BY ***e-tender (ON – LINE) SYSTEM***, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY.

[A] ALL REQUIRED DOCUMENTES ARE TO BE SUBMITTED IN ONLINE MODE ONLY EXCEPT DOCUMENTS REQUIRED AGAINST PAYMENT OF TENDER FEE & EARNEST MONEY DEPOSIT (EMD), Bank Guarantee etc. as specifically mentioned in this tender documents.

[B] The documents mentioned in RfS Document are required ***to be uploaded in technical stage of online bid submission.*** In case of not uploading of required document in online offer or uploading of wrong document, the bid may not be considered for technical evaluation. However, the Bidder have to furnish all required documents physically and it will be the responsibility of the bidder to submit the same within specified timeline.

[C] Bidders are requested to submit price – offer (financial bid) through on-line mode (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 confirm and agree all the terms and condition of bid including the condition to submit the bid only through on-line mode, the RfS documents, draft Power Purchase Agreement and RMS Communication and Security Architecture- PM KUSUM SEDM Platform attached herewith as a part of the whole tender. By confirming this, bidder will also confirm all the amendments thereafter issued time to time and will be automatically binding to the bidder.

[E] DGVCL at its sole discretion may ask additional clarification or information or documents from the bidder who is found to be eligible in pre-qualification criteria.

Note:- Bidder should be familiar with websites https://dgvcl.nprocure.com & www.dgvcl.com, **https://e-auction.nprocure.com/** for information regarding revision/corrigendum/Amendment in RfS Document till due date of online submission and thereafter. No separate / individual communications shall be sent in this regard and no public notice shall be issued in newspaper.

Any technical query, information and clarifications that may be required pertaining to this RfP should be referred to: **The Addl.Chief Engineer (C&R), Dakshin Gujarat Vij Company Ltd., Regd. & Corporate Office,"UrjaSadan",Kapodra Char Rasta, Nana Varachha road, SURAT-395006, (Gujarat).**

E-Mail:-acegerc.dgvcl@gebmail.com; with a copy tosedsm.dgvcl@gebmail.com

DGVCL reserves the right to reject any OR all RfS Documents/offers without assigning any reasons thereof.

For and on behalf of DGVCL

Addl.Chief Engineer (C&R)

LIST OF ABBREVIATIONS

1.	+	Plus (Addition)
2.	AC	Alternating Current
3.	CEA	Central Electricity Authority
4.	CEIG	Chief Electrical Inspector of Gujarat
5.	CERC	Central Electricity Regulatory Commission
6.	COD	Commercial Operation Date
7.	DC	Direct Current
8.	DCR certificate	Domestic Content Requirement certificate
9.	DTR	Distribution Transformer
10.	HP	Horse Power
11.	IEC	International Electro technical Commission
12.	IoT	Internet of Things
13.	IS	Indian Standard
14.	IST	Indian Standard Time
15.	kV	Kilo Volt
16.	kW	Kilo Watts
17.	kWp	Kilo Watt peak
18.	JV	Joint Venture
19.	LoI	Letter of Intent
20.	MDAS	Meter Data Acquisition System
21.	MIS	Management Information System
22.	MNRE	Ministry of New & Renewable Energy, Government of India
23.	MWp	Mega Watt Peak
24.	NIT	Notice Inviting Tender
25.	PBG	Performance Bank Guarantee
26.	PV	Photovoltaic
27.	GERC	Gujarat Electricity Regulatory Commission
28.	GEDA	Gujarat Energy Development Agency
29.	GETCO	Gujarat Energy Transmission Corporation
30.	RESCO	Renewable Energy Service Company
31.	RMS	Remote Monitoring System
32.	RTC	Real Time Clock
33.	SCADA	Supervisory Control And Data Acquisition
34.	SPG	Solar Power Generator
35.	SPV	Solar Photo Voltaic
36.	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 of25°C)
37.	W	Watt
38.	Wp	Watt peak
39.	DGVCL	Dakshin Gujarat Vij Company Ltd.
40.	GUVNL	Gujarat Urja Vikas Nigam Ltd.
41.	RfS	Request for Selection
42.	CFA	Central Finance Assistance (provided by MNRE)
43.	FLS	Feeder level Solarization under PM-KUSUM Scheme
44.	SLDC	State Load Dispatch Centre of Gujarat

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SECTION - A: INTRODUCTION

A.1. Background

1.1.1. Pursuant transfer scheme notified by Government of Gujarat under Gujarat Electricity Industry (Reorganization & Regulation) Act-2003, the erstwhile Gujarat Electricity Board has been restructured into seven companies.

a) Gujarat Urja Vikas Nigam Limited (GUVNL) to do co-ordination activities among all subsidiaries and undertake purchase of power in bulk and supply to four distribution Companies for onward supply to consumers.

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.

d) Dakshin Gujarat Vij Company Ltd (DGVCL)- distribution and retail supply business of erstwhile GEB in Southern region of Gujarat

e) Madhya Gujarat Vij Company Ltd (MGVCL)- distribution and retail supply business of erstwhile GEB in Central region of Gujarat

f) Uttar Gujarat Vij Company Ltd (UGVCL)- distribution and retail supply business of erstwhile GEB in Northern region of Gujarat

g) Paschim Gujarat Vij Company Limited- distribution and retail supply business of erstwhile GEB in Saurashtra and Kutch region of Gujarat.

1.1.2. On 22-07-2019 Ministry of New and Renewable Energy (MNRE), 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 Connected Renewable 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 such agricultural feeder(s). 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 above MNRE guidelines for feeder level Solarization, the annual power requirement of agriculture feeder(s) emanating from the selected sub-station is to be assessed and a solar power plant of capacity that can cater to the annual power requirement of that agriculture feeder(s) can be installed either through CAPEX model or RESCO model, which will supply solar power to that feeder(s). This RfS is for setting up of solar power generating plant (SPG) for sale of solar energy to DGVCL 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 quoted for generation and sale of energy for an agreement period of 25 years from the date of commissioning of power project (unless extended by both the parties on mutual agreement).

A.2. As per MNRE's Scheme guideline, the project entity will get CFA @ 30% of the estimated cost of installation of solar power plant **Rs. 1.05 Cr / MW (30% of estimated capital cost of Rs. 3.5 Cr / MW). F**or the purpose of calculating CFA, the cost of installation of solar power plant has been estimated as Rs. 3.5 Cr/MW. It is to clarify that incase the project cost is higher than Rs. 3.5 Crores/ MW, the CFA shall be Rs. 1.05 Crores per MW being 30% of Rs. 3.50 Crores / MW.

Objective

2.1.1. The objective of this RfP is to select the bidders for purchase of power from the Solar Power Projects set up in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA). The selected bidder shall be responsible for design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plants to be set up and connected with selected 66 / 11 KV Sub-stations for supply of solar power at a fixed quoted tariff for 25 years (unless extended by both the parties on mutual agreement) from the commercial operation date for Solarization of various 11kV feeders associated with selected 66/11kV substation in DGVCL under PM-KUSUM scheme – Component C (feeder level Solarization). This shall also include erection and maintenance of 11 KV evacuation line & bays to connect the plant with concerned substation and Remote Monitoring System (RMS).

The details of Sub-station wise notified solar capacity for which bids are invited as per the terms and conditions of this Rfp is as per **Annexure 3.** The separate bid shall be submitted by the participating bidders for each sub-station.

A.3. Model of execution of project

3.1.1. The selected bidder shall install solar power project 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 as per the terms and conditions of this Rfp & PPA. Detailed scope of work mentioned in Clause D.1.

3.1.2. **The basis of evaluation of the bids shall be the fixed tariff for 25 years in Rs. Per kWh quoted in the Price Schedule.** It is further to clarify that 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 borne by the successful bidder. Bidders are required to quote the tariff on firm price End cost and no price variation shall be considered during the tenure of Power Purchase Agreement except Change in Law conditions provided in the Power Purchase Agreement.

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) **"Authorized Officer"** shall mean Officer Designated by Discom for specific task

(4) **"Bid"** shall mean the "Proposal" / "Quotation" submitted by eligible bidders for selection under this Rfp for installation of solar power project and supply of Power to DGVCL.

(5) **"Bidder" or "Bidding Entity"** shall mean the entity: Company-Ltd /Pvt Ltd / Limited Liability Partnership firm / Partnership firm / Proprietorship firm / an individual / group of farmers/ cooperatives/ Panchayats / Farmer Producer Organizations (FPO)/ Water User Associations (WUA) or Any legal body, who participate and bid under the RfP as mentioned in the Section-E

(6) 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:// dgvcl.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))

CUF to be considered on AC capacity (KW).

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) **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 orthe Companies Act, 2013, as applicable;

(11) **"Commissioning"** with respect to the Project as certified by DGVCL shall mean when all equipment as per rated capacity has been installed and energy has flown into the grid.

(12) **"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.

(13) **"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 H-4.

(14) **"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.

(15) **"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.

(16) **" DISCOM"** shall mean Subsidiary Distribution Companies of GUVNL namely PGVCL, UGVCL, DGVCL & MGVCL

(17) **"Day"** shall mean calendar day.

(18) **"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**.

(19) **"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 respective substation under the 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.

(20) **"Effective Date"** shall have the meaning ascribed thereto in Article 2.1 of attached PPA;

(21) **"Electrical Inspectorate"** shall mean Electrical Inspectorate Department Gujarat

(22) **"Engineer In-charge"** shall mean the authorized Officer of the DGVCL

(23) **"n-procure"** shall mean electronic procurement system of Gujarat.

(24) **"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 as amended from time to time.

(25) **"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.**

(26) **Joint Venture** shall mean participating in the bid jointly by more than one members through Joint Venture Agreement for establishment and Operation & Maintenance of solar power project under the this RfS.

(27) **"Letter of Award" or "LOA"** shall mean the work order issued by DGVCL to the Selected Bidder for award of contract.

(28) **"Metering Point"** Metering point shall be at delivery point at 11 kV side of 66/11Kv substation.

(29) **"Month"** shall mean calendar month.

(30) **"Nodal Officer"** shall mean Superintending Engineer (DSM), DGVCL, Surat.

(31) **"Net-Worth"** means the Net-Worth as defined in Section 2 of the Companies Act 2013.

(32) **"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 DGVCL under KUSUM scheme – Component C (feeder level solarization)"

(33) **"Performance Bank Guarantee"** shall mean the irrevocable unconditional bank guarantee to be submitted by the successful bidder as per the RfS.

(34) **"PPA"** shall mean the Power Purchase Agreement signed between the SPG and DGVCL according 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.

(35) **"Procurer"** shall mean DGVCL

(36) **"DISCOMs"** shall mean all 4 Discoms in Gujarat namely: PGVCL, UGVCL, DGVCL, MGVCL

(37) **"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 water 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.

(38) **"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.

(39) **"Project Capacity"** means the AC capacity of the project at the generating terminal(s) and to be contracted with DGVCL for supply from the Solar PowerProject.

(40) **"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.

(41) **"Project Developer" or "Developer" or "Solar Power Generator (SPG)"** shall mean the successful Bidder whose Bid to perform the Contract as per this RfS has been accepted by DGVCL, Work order is issued by DGVCL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor

(42) **"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 DGVCL under this RfS.

(43) **"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.

(44) **"SLDC"** means the State Load Dispatch Center, Gujarat as notified by the State Government.

(45) **"Solar PV Project"** means the solar Photo Voltaic Power project that uses sunlight for direct conversion into electricity through Photo Voltaic technology.

(46) **"Week"** shall mean calendar week.

(47) **"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 modules only.**
2	Project location & land arrangement	Project location: The location of the Solar Power project will be preferably **within Five KM radius** of the selected sub-stations in order to avoid high cost of evacuation line and losses. **Project land: It shall be the responsibility of SPG to identify and arrange for required project land on ownership / lease basis. In case of lease land, the minimum period of lease agreement shall be such that it shall cover the 25 years of PPA and DGVCL and/or Govt. assumes no responsibility in procuring / arranging for project land.**
3	Delivery point	11 KV Bus of associated 66Kv/11kv substation.
4	Notified Solar Capacity	The notified solar capacity against each sub-station (i.e. for each bid) is as per **Annexure 3.**
5	Bid capacity to participating in the bid	There shall be single bid for each selected sub-station. The bidder is allowed to bid for a minimum capacity of 0.5 MWp and maximum up to notified capacity for the respective Sub-station in multiple of 0.5 MWp.
6	Location wise project capacity	Irrespective of capacity bided for a given sub-station Sub-station, the solar project capacity at single location shall be minimum 0.5 MWp & maximum upto 4 MWp. The bidder shall have discretion to install solar power project at multiple location for bided capacity under the given bid considering the availability of land. It is to clarify that in case of bided capacity is more than 4 MW, the bidder is allowed to set up solar project for more than 4 MWp at single location subject to establishment of multiple 11 KV evacuation line & separate metering arrangement for each line considering limit of 4 MWp for 11 KV line.

7	Evacuation of Power & metering arrangement	The bidder shall be responsible to deliver the power upto 11 KV bus of selected 66/11 KV sub-station. The 11 KV evacuation line shall be constructed and maintained by the bidder during the tenure of PPA. The use of common 11 KV evacuation line for multiple projects and amongst multiple bidders shall be encouraged to optimize the resources. The summation of power from all line (upto 4 MW) will be feed to a single 11 KV Panel and the cost of the panel and related infrastructure at receiving sub-station end shall be borne by and among the generators through proportionate sharing basis. For metering purpose, the individual receiving end ABT Meters should be put up by the generator by erecting the CTPT Unit at SS Wall. In no case, evacuation at 66 KV voltage level shall be permitted.
8	Guaranteed CUF / min CUF	**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 Financial 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. **However, SPG can add additional DC capacity to maintain 19% CUF in a year, for the entire period of PPA subject to CEA approval, if required**
9	Eligible CFA by MNRE	**Successful bidder shall be eligible to get CFA @ Rs. 1.05 Cr per MW considering capital cost of solar project at Rs. 3.50 Crores 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 project entity through DGVCL on successful operation and performance of solar plant for two months after the commissioning subject to achieving guaranteed CUF agreed in PPA at least for one month CUF as per minimum CUF agreed in PPA, subject to further sanction and release of CFA by MNRE-GoI.** SPG shall give an undertaking that he shall not sell power to any other party / buyer except the DGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such 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 DGVCL. For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default. 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.
10	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.
11	Selection criteria	The bidder(s) shall be selected in ascending order of quoted tariff up to notified project capacity of the sub-station under bucket filling mode through reverse auction e-bidding. Say, a bidder who has quoted lowest tariff shall be awarded solar capacity for which bid is submitted and thereafter subsequent lowest bidder, and so on, till the notified capacity of given 66 KV Sub-station is exhausted.
12	Bid Validity	120 days from the date of opening of online Technical bid.
13	Performance Bank Guarantee (PBG) against commissioning	Performance Bank Guarantee **(PBG) of Rs. 5 Lakh / MW** basis is required to be submitted to DGVCL by the successful bidder upon issuance of Letter of Award by DGVCL towards payment security mechanism for recovery of liquidated damages for delay in commissioning of solar power project beyond scheduled commercial operation date. The PBG will be returned to the SPG after successful commissioning of solar power plant within scheduled commercial operation date. The PBG shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date. 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.
14	Power Purchase Agreement (PPA)	PPA for a period of 25 years (unless extended by both the parties on mutual agreement) from the date of commercial operation of the project at a fixed quoted tariff shall be executed with successful bidder within 15 days from adoption of tariff by Hon'ble GERC.

15	Scheduled Commercial Operation Date	**Within 9 months from date of signing of PPA**
16	Terms of PPA	25 years (unless extended by both the parties on mutual agreement) of O&M from the date of commercial operation date of the project

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
	The Bidder willing to participate in RfS offer will have to get themselves registered on website **www.nprocure.com**
ii	**Digital Signature**
A	The 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.net**Mob.: 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, in any case, the applicant cannot edit their offer after bid deadline is over. No written or online request in this regard shall be entertained.
B	The 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 before digitally signing the same.
C	Offers submitted without on-line confirmation and 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. It is mandatory for all the participating bidders to submit the following in original at the mentioned address prior to schedule of Physical submission (upload the scanned copy on the n-procure bidding portal)

a. **Bid security –EMD / EMD:** The EMD of Rs. 1 lakhs / MW basis shall be payable either through RTGS / NEFT/ DD/BG. The payment of bid security-EMD in form of BG shall be in the prescribed format attached herewith as **Form-9** on Non-Judicial Stamp Paper of Rs. 300/- for each bid for which the bidder wanted to participate.

b. **Tender Fee**: -RTGS/NEFT/DD/Banker's Cheque only of prescribed value towards the **cost of tender fee.** Payment of Tender Fee Can be accepted by RTGS/NEFT

c. In case of payment of amount through DD, it shall be in favor of DGVCL, payable at Surat.

1.1.4. **The PBG shall be from any Scheduled / Nationalized Banks (in a standard format prescribed by DGVCL in Form-10) 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. However, if there are any shortcomings in the submission of the information which may not materially affects the qualification criterion, then DGVCL shall have the right 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 beentertained. 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 ormisunderstanding of document, the version/decision of DGVCL shall be final.

1.1.10. DGVCL 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 ofthis RfS and submission of the bid shall be addressed to:

1.1.12. **Bidders have to enable e-auction id and mentioned detail at the time of filing of data on e -tender for e- auction facility.**

The Addl.Chief Engineer (C&R),
Dakshin Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042909, Regd. & Corporate Office,
"UrjaSadan",Kapodra Char Rasta, NanaVarachha road,
SURAT-395006, GUJARAT-INDIA Email: acergerc.dgvcl@gebmail.com

SECTION - D: Computation of notified Solar capacity and criteria of bid capacity for each Selected 66 KV Sub-station:

(1) Computation of notified Solar capacity for selected sub-station:

a) As per the MNRE guideline for feeder level solarization, the Agricultural connection upto 7.5 HP is to be considered for computation of solar project capacity for availing CFA. In compliance to the same, the solar capacity mentioned against each selected Sub-station in the Annexure-3 covers all the AG feeders emanating from the substation covering AG consumers' load upto 7.5 HP. Thus, the notified solar capacity for the Sub-station is decided as aggregate of AG load upto 7.5 HP and AG consumer's load in excess of 7.5 HP is not considered while computing solar capacity against each Sub-station.

b) Further, the aggregate capacity so arrived as per (a) above, is round off at lower side in multiple of 0.5 MW (say if the total capacity is worked out to 3.8 MW, the notified plant capacity is considered at 3.5 MW) so as to avoid extra cost of redundant capacity of transformer and inverter for the bidders.

(2) The bidding criteria for each sub-station

a. There shall be single bid for selected sub-station by a bidder. Accordingly, bidder has to quote single fixed tariff for a given sub-station with minimum bid capacity of 0.5 MWp and maximum upto notified solar capacity for respective for the sub-station. The bidder can quote for a project capacity in multiple of 0.5 MW.

b. For the solar capacity allocated to the bidder for respective sub-station, the bidder is allowed to set up the project at multiple location with minimum project size of 0.5 MWp and maximum project size upto 4 MWp, preferably within 5 KM periphery of respective sub-station. It is to clarify that in case of allocated solar capacity under given bid is more than 4 MW, the bidder is allowed to set up solar project at single location subject to creation of multiple 11 KV evacuation line & separate metering arrangement for each line considering limit of 4 MWp for 11 KV line.

SECTION - E: Power Evacuation and metering:

(1)The bidder shall be responsible to deliver the power up to 11 KV bus of selected 66/11 KV sub-station. The 11 KV evacuation line shall be constructed and maintained by the bidder during the tenure of PPA. If multiple bidders are selected for the sub-station, the use of common 11 KV evacuation line amongst multiple bidders for evacuation of power at respective sub-station shall be encouraged to optimize the resources. In case of common evacuation line, the energy injection at receiving end sub-station shall be work out on the basis of meter of common meter installed at receiving end sub-station appropriately apportioned as per respective meter reading of individual meter at project end

(2)The summation of power from all 11 KV evacuation line (upto 4 MW) will be feed to a single 11 KV Panel at respective 66 /11 KV Sub-station and the cost of the panel and related infrastructure shall be borne by and among the generators through proportionate sharing basis. For metering purpose, the individual receiving end ABT Meters should be put up by the generator by erecting the CTPT Unit at Sub-station Station Wall. In no case, evacuation at 66 KV voltage level shall be permitted.

(3)Metering requirement: There shall be three ABT Meters to be installed by Generators: Main and check Meters at SS end with common CTPT unit and standby meter at Generating end.

(4)For the billing purpose, the energy injection at receiving end sub-station shall be considered.

(5)DGVCL will not be a party in the dispute resolution as the evacuation of the power will be the responsibility of the generator.

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Section-F: SCOPE OF WORK

F.1. Role, Responsibility and Scope of Work of the successful bidder,

1.1.1. Overall scope of work for installation solar project with RMS and supply of power under the PPA by Solar Power Generator (SPG) covers following:

a. Detailed site survey,

b. Procurement / arranging of required project land 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 11 KV electrical line between sub-station and the solar power plant. The SPG shall require to submit the final land documents before commissioning of project for the entire required land.

c. The Solar Power plant 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 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 DGVCL / GETCO / MNRE / CEA.

Further, if any 11 KV line is exist for evacuating Solar power from the Generator end to substation end, having private ownership of the SPG, the sharing of such line amongst different bidders shall be encouraged on mutual agreement / consent basis even with required extension/augmentation, subject to the aggregate capacity for evacuation from such line does not increase beyond 4 MW. It is clarified that such common use of evacuation line shall be without any financial implication for DGVCL. In such case necessary metering arrangement shall require to be implemented.

f. Testing and commissioning of plant & associated 11kV line in presence of designated official(s) of DISCOM Committee.

g. 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.

h. The work of installation and commissioning of solar plant, including Operation & maintenance of solar power project shall to be carried out by SPG by availing services of registered licensed electrical contractor of Gujarat.

i. Supply of power at delivery point for 25 years at the quoted fixed tariff (Rs. per kWh) *(inclusive of applicable taxes incl. GST, duties, etc.)*, at the guaranteed CUF.

j. Installation, operation and maintenance of Remote Monitoring system for the Solar Power Project set up under this RfP for 25 years.

1.1.2. **It will be mandatory to use domestically manufactured Solar modules. An undertaking in this regard is required to be submitted by the SPG complying that only domestically manufactured Solar modules are used in the project.**

1.1.3. The SPG shall supply power to DGVCL at fixed quoted tariff and such tariff is not subject to change on any account during the PPA terms of 25 years except Change in Law conditions provided in the Power Purchase Agreement.

1.1.4. All approvals, permits and clearances required for setting up of the Project and associated 11 KV evacuation line 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.

1.1.5. 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% throughout the PPA tenure of 25 years,** 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.

1.1.6. **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.**

1.1.7. It is clarified that the project awarded under this RfS would not include energy storage with solar power plant.

F.2. Metering, grid connectivity and Remote Monitoring System

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 DGVCL and / or CEA. DGVCL may facilitate in the process; however, the entire responsibility & cost lies only with the SPG.

2.1.2. Meters and metering equipment (CT-PT sets) specifications shall be complied with CEA metering regulations and shall be tested as per provision of GERC order / directives 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 DGVCL at the time of installation.

2.1.3. The solar power generator shall install Metering infrastructure and Remote Monitoring System (RMS) as per the philosophy explained in the **Annexure-1**

F.3. Insurance

3.1.1. 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.

F.4. Type and quality of materials and workmanship

4.1.1. 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/ DGVCL shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.

4.1.2. 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 DGVCL.

4.1.3. 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.

F.5. Completion and commissioning

5.1.1. Part Commissioning is NOT allowed for the Project. SPG, in coordination with DGVCL, shall submit commissioning certificate, issued by the committee constituted by DGVCL, in accordance with all applicable regulations/policies. For the purpose of obtaining commissioning certificate following documents shall be required:

a) Inspection Report of the Work(s) for all equipments / material

b) CEIG approval for the PPA Capacity.

F.6. Commissioning Period

6.1.1. 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).**

F.7. Delay in commissioning

7.1.1. The Committee constituted by DGVCL will physically inspect the Solar Power Plant in not later than 03 days from the date of receiving a call from the SPG and witness and certify successful commissioning of the solar power plant.

7.1.2. In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 9 months from the date of signing of PPA, DGVCL 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 beyond two months: The complete PBG amount shall be encashed.

In case of delays of plant commissioning due to force majeure events as specified in the PPA, Procurer / DGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose in regard to force majeure events, can extend the time in writing for commissioning date without any financial implications to the SPG.

F.8. 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	T1 + 7 days
Petition will be filed by DGVCL before GERC for adoption of tariff discovered under e-reverse bidding process		
3	Issuance of Letter of Award (LOA)to the successful bidder after adoption of tariff by GERC	T2
4	Unconditional acceptance of Letter of Award (LOA) by successful Bidder and submission of Performance Bank Guarantee	T2 + 7 days
5	Signing of PPA between selected bidder (SPG) and DGVCL	T3 = T2 + 15 Days
6	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 along with Submission of the final land documents for the entire required land duly registered by appropriate revenue authority	T3 + 9 months
7	Operation and maintenance of power plant and associated 11kV line	25 years from COD (unless extended by both the parties on mutual agreement)

F.9. Clearances required from the state government and other local bodies.

a) The SPG is required to obtain and maintain 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.

   iii. Registration of land/land lease document as the case may be and permission for Non-Agricultural Use of land

b) The above clearances, as applicable for the solar power plant and/or, associated 11 kV line, shall be required to be submitted to DGVCL 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 DGVCL in case of any clarifications.

c) Any cost associated with getting and maintaining the above required clearances for the project shall be borne by the SPG only.

d) The SPG shall not be entitled to claim deemed generation in case of any delay in grant of connectivity.

e) The Successful Bidder shall comply with the GERC / CERC regulations on Forecasting, Scheduling and Deviation Settlement mechanism, as applicable and shall be responsible for the same.

F.10. Notice Board for display at site

The selected bidder will have to put a notice board (atleast size of 180cmx120cm) at main entrance of project site prominently displaying the following message before declaration 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 DGVCL
...<Name of location,
Taluka>.....,
District>..., Gujarat

SECTION - G: ELIGIBILITY & QUALIFICATION of BIDDERS

G.1. Eligible Entities :

Any individual or Company or Limited Liability Partnership (LLP) firm or partnership firm or proprietorship firm or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person, group of farmers or cooperatives or panchayats or Farmer Producer Organizations (FPO) or Water User associations (WUA) or any legal body shall be eligible to participate in the bid for establishment of Solar Power Project for feeder level solarization under this RfP.

G.2. Qualification criteria:

(a) **Net worth:** The entity shall have positive net worth of the last year as on 31-03-2022 or 31-12-2022.

(b) **Additional requirement for participating in bid through JV Agreement:** The participation in the bid through Joint Venture (JV) is allowed with one of the members as a Lead Member. In case of JV, the positive net worth criteria shall be fulfilled by all the members of JV. Further, following requirements shall be ensured by JV:

i. The lead member shall be authorized to incur liabilities and receive instructions forand on behalf of any all members of the joint venture, and the execution of the contract, including making / receiving payment, shall be done exclusively with the lead member so authorized by JV entity.

ii. All members of the joint venture shall be liable and responsible jointly and severally for the execution of the contract in accordance with the contract terms.

iii. A copy of the agreement entered into by the joint venture members shall be submitted with the bid along with Undertaking as per Form-8, including interalia delineation of role, responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability of each members.

iv. The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, survey, supply, installation and commissioning of solar project and operation & maintenance of solar project along with evacuation line for PPA tenure of 25 years from commercial operation date of the project.

v. All members of JV should have active participation in execution of the contract. This should not be varied/modified subsequently without prior approval of DGVCL.

vi. In case of JV, an entity can submit bid through single JV only for the bid of respective sub-station. In case the entity is participating in more than one JV in the bid of respective sub-station, such bids will be rejected.

G.3. Document requirement:

(a) Following documents shall be submitted in support of eligibility and qualification criteria at the time of bid submission: Bidders shall upload the scanned copy of the applicable document/s duly signed by the authorized person on bidding portal n-procure.

S. No.	Type of Entity	Documents Required
1.1.	Individual / Proprietorship firm	(a) PAN card (b) Income Tax Return (ITR) of FY 2021-22 or Charted Accountant Certificate in support of positive Net worth (duly mentioning UDIN). (c) In case of Sole Proprietor– Duly notarized Undertaking from Sole proprietor to submit GST registration at the time of signing of PPA, if not processing
1.2.	Limited Liability Partnership (LLP) firm / partnership firm	(b) PAN card (c) In case of LLP – Copy of Registration Certificate and LLP Agreement (a) In case of Partnership – Copy of Deed of Partnership (b) Income Tax Return (ITR) of FY 2021-22 or Charted Accountant Certificate in support of positive Net worth (duly mentioning UDIN).
1.3.	Company (Public / Private Limited)	(a) Copy of Registration / Incorporation Certificate (b) PAN card (c) Details of Directors of Company as on date of submission of bid duly certified by practicing Company Secretary (d) Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN) along with by Annual Accounts of FY 2021-22 (as per Form-5)
1.4	Association / cooperatives / Farmer Producer Organizations (FPO) / Water User associations (WUA) etc	(a) Valid documents in support formation of Association / FPO /WUA / Cooperatives etc (b) PAN card (PAN card of lead member, if Pan card is not available in name of Association / FPO /WUA / Cooperatives etc) (c) Details of name of members of Association / FPO /WUA / Cooperatives etc (d) Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN) (as per Form-5)
1.5	Joint Venture	(a) Copy of incorporation / registration in case of Special Purpose Vehicle or Copy of Deed of JV (b) Undertaking as per the format in Form-8 to be signed by all members (c) PAN Card of all JV members (d) Chartered Accountant Certificate in support of positive Net worth of all members of JV (duly mentioning UDIN) (as per Form-5)

G.4. Other Document / information to be submitted in the prescribed format:

The bidders are required to submit the following information in the form through online mode and required to upload the scanned copy of documents duly signed as mentioned against the form: -

Form-1	Bid Submission Letter with undertaking of RFP conditions by Bidder	Fill in the form detials through on-line mode and also upload the scanned copy of requisite documents duly signed by the bidder on the n-procure portal
Form-2	Summary of Informations of the Bidding entity	
Form-3	Summary of Substation wise offered Plant capcity and EMD details	
Form-4	Undertaking for producing GSTIN	
Form-5	Positive Networth Certificate by CA	Upload the scanned copy of the applicable document/s duly signed by authorized person
Form-6	Power of Attorney in favour of Authorized Signatory (In Case of Bidder is Single Entity)	
Form-7	Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)	
Form-8	Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)	

SECTION - H: SUBMISSION OF BIDS

ALL REQUIRED DOCUMENTES ARE TO BE SUBMITTED IN ONLINE MODE ONLY EXCEPT DOCUMENTS REQUIRED AGAINST PAYMENT OF TENDER FEE & EARNEST MONEY DEPOSIT (EMD)

H.1. Sale of RfS Document

1.1.1. RfS documents may be down loaded from web site **https:// dgvcl.nprocure.com** (For view, down load and on line submission) **and** DGVCL's web sites **www.dgvcl.com** for view & down load only). (To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe "website.)

H.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. DGVCL, 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 properly been 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 DGVCL as applicable. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the DGVCL. The bidder may take visit the proposed location of plant to get acquainted with local conditions, if required.

H.3. Amendment of Bidding Document

3.1.1. At any time prior to the deadline for submission of the Bids, DGVCL 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 be communicated 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, DGVCL may, at its discretion, extend the deadline for the submission of the Bids.

3.1.4. Any change in date of submission and opening of bids would be published on Bidding portal.

At any time prior to the deadline for submission of offers, DGVCL may, at its own discretion modify /add/delete/change the provision of this RfS document by amendments.

The amendment will be notified on Website. DGVCL will bear no responsibility or liability arising out of noncompliance of the same in time or otherwise.

In order to afford the bidder, the reasonable time to take the amendment into account in preparing their offers, DGVCL may at its discretion, extend the deadline for the submission of offers.

Such amendments, clarification etc. shall be binding on the bidder and will be given due consideration by the bidder 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.

H.4. Submission of Tender Fee and EMD

4.1.1. The Bidder shall require to pay the tender fee as mentioned in the RFP Schedule. The tender fee can be paid either through RTGS/NEFT /DD/Banker's Cheque only of prescribed value towards the cost of tender fee as mentioned in the RFP Schedule. Payment of Tender Fee Can be accepted by RTGS/NEFT. In case of payment of amount through DD, it shall be in favor of DGVCL, payable at Surat.

4.1.2. The Bidder has to pay the Earnest Money Deposit (EMD) at Rs. 1 lakh per MW basis for each bid respective sub-station. The EMD can be paid either by RTGS/NEFT or by submitting Demand Draft (DD) or through submitting Bank Guarantee (BG) in the prescribed format (enclosed as Form-9), on Non-Judicial Stamp Paper of Rs. 300/- separately for each bid for respective sub-station.

4.1.3. The bids without Payment of the Tender Fee or EMD shall be treated as non-responsive and shall be out rightly rejected.

4.1.4. The EMD shall be encashed by DGVCL in following cases:

(i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;

(ii) The bidder fails to submit Performance Bank Guarantee after issuance of Letter of Award

(iii) The bidder fails to execute the PPA within the stipulated time period.

(iv) If after date of issue of LoI, it is found that the documents furnished by the bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed;

(v) If the bidder fails to submit letter of acceptance within 15 days from the date of issue of Letter of Intent, EMD shall be encashed by DGVCL as penalty.

In case the bidder is not selected for capacity allocation, DGVCL shall release the EMD on closure of e-reverse auction/ procedure.

H.5. Submission of Bids

5.1.1. E-procurement system as mentioned in this RfS 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 on-line 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.

H.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**.

H.7. Submission of Technical Bid (Part 1)

7.1.1. The technical bid comprises of:
All required documents are to be submitted through online mode only.

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<u>'TECHNICAL BID' SHALL CONTAINS THE FOLLOWING ON-LINE DOCUMENTS with SELF CERTIFICATION:</u>

The documents Supporting/ establishing the Techno-commercial eligibility criteria as mentioned in the SECTION-E (E3&E4) **are required to be submitted in online mode only.**

Scanned copies of all Forms duly signed and supporting documents for establishing eligibility of the bidder as mentioned in section: E:ELIGIBILITY And QUALIFICATION criteria required to be submitted in online mode only.

H.8. Submission of Price Bid:

8.1.1. **Bidders shall quote fixed tariff in <u>Rs. per kWh</u> in the on-line price bid on n-procure for supply of contracted power generated from the proposed solar power plant under this feeder level Solarization scheme to DGVCL for 25 years** (unless extended by both the parties on mutual agreement) from date of CoD (commercial operations date) at minimum 19% CUF.

Individual evaluation of price bid (tariff quoted) shall be carried out for the notified capacity of Solar plant mentioned against respective substation(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 DGVCL.

Further, the SPG shall give undertaking that he shall not sell power to any other buyer except the DGVCL 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 against 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 in case of default, 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. The tariff for the Solar Project Capacity for which the bidder wants to participate (subject to minimum capacity of 0.5 MW & maximum upto notified capacity) of respective substation shall be quoted in the on-line price bid schedule by the bidder on n-procure before scheduled due date and time for submission of financial bids.

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.

H.9. Cost of Bidding:

9.1.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and DGVCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

H.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.

H.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 DGVCL. A Bid valid for a shorter period shall be rejected and treated as non-responsive.

11.1.2. In exceptional circumstances, DGVCL 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.

H.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 it is 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 through Bidding Portal. Bids received by another 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 not submitted through Bidding Portal, shall be rejected.

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:

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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

H.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 in 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 DGVCL.

SECTION - I: BID OPENING & EVALUATION

I.1. Bid Opening

1.1.1. DGVCL 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 DGVCL. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.

I.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 DGVCL 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.

I.3. Clarification of Bids

3.1.1. To assist in the examination, evaluation, comparison and qualification of the bids, the DGVCL may, at its discretion, ask any bidder for a clarification regarding its bid. The DGVCL'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 response to a request by DGVCL 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.

I.4. Conflict of Interest

4.1.1. DGVCL 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 DGVCL's procurement ethics, the bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, DGVCL 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.

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4.1.2. Conflict of interest will be determined in accordance with provisions of GUVNL's Purchase Policy, which read as under:

<u>Conflict of Interest among Bidders/ Agents:-</u>

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 authorize 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 in the bidding of respective substation.

4.1.3. Further, it may be considered to be in a conflict of interest with one or more parties in the bidding process for given substation if:

a) they have controlling shareholders in common for bid submitted for given substation; 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 DGVCL regarding this bidding process.

I.5. Technical Bid opening and evaluation (Step-1):

5.1.1. Technical Bid submitted online mode of only those bidders will be opened by DGVCL 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, DGVCL 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, DGVCL 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 DGVCL 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. DGVCL 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 Techno-commercial 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 and/or aggregate quoted capacity is lower than notified capacity for respective substation , opening of the financial bid of the Bidder(s) will be at the discretion of DGVCL. Thereafter, DGVCL 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 bidding document.

d) Bids is not accompanied by Bid Security Declaration /Cost of Tender Document /

e) Conditional Bid is submitted.

f) Proposal for bid validity is less than 120 days from the date of opening of online Technical Bid.

g) During validity of the Bid or its extended period, if any, Bidder increases his quoted 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 failed to provide clarifications related thereto, when sought.

l) Bidder has submitted more than one bid for given substation. This will cause disqualification of all Bids submitted by such Bidders for respective substation including forfeiture of the Bid Security.

m) 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.

n) Bid is not meeting any other pre-requisite as spelt out elsewhere in this document.

I.6. Financial Bid Opening:

6.1.1. Evaluation committee of DGVCL shall refer the evaluation report to the Competent Authority of DGVCL, which reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DGVCL 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 about this fact. Their financial bid will be remain unopened for such Bidders.

I.7. Financial Evaluation:

7.1 Financial Bid Evaluation (Step-2):

In this step evaluations shall be done based on the "Tariff" quoted by the bidders in the Electronic Form of Financial Bid (On-line Price –bid). After this step, the shortlisted bidders shall be invited for the Reverse Auction.

i) For evaluation in Step-2, the Price-bid (containing Tariff) of only those bidders shall be opened whose techno-commercial bids are found to be qualified.

ii) The bidders will have to submit bid single bid for respective sub-station quoting tariff per kWh for the project. Tariff can be quoted up to two places of decimal only.

iii) In this step, evaluation will be carried out based on tariff quoted by the Bidders.

iv) On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Solar Power Projects short-listed is lower than or equal to notified solar project capacity OR there is only single / two shortlisted bidder(s) for respective sub-station, the DGVCL reserve its right to take appropriate actions.

Note: On completion of Techno-commercial bid evaluation, if it is found that only one / two bidder (s) is eligible OR aggregate capacity of the Solar Power Projects short-listed is lower than or equal to notified solar project capacity for respective sub-station, the opening of the financial bid of the bidder (s) will be at the discretion of DGVCL.

v) If the first-round tariff quoted is same for two or more bidders for respective sub-station, then all the bidders with same tariff shall be considered of equal rank / standing in the order.

vi) Ranking of bidders after Financial Bid Evaluation (but before e-reverse auction): The ranking of bidders shall be done in the ascending order of tariff quoted in Rs per kWh.

vii) The bidder (s) who have quoted highest tariff for respective sub-station shall be considered as H1 Bidder.

viii) The H1 bidder (s) shall be disqualified for participating in e-reverse bidding for respective sub-station subject to condition that after excluding H1 bidder (s), the remaining bidders are 5 nos or more and the aggregate project capacity of remaining bidders shall be more than or equal to twice the notified capacity of solar project.

ix) For example: based on the price bid submitted by bidders, their ranking shall be as under:

Bidder	Submitted Financial bid	Ranking
B8	Rs. 1.00 (Tariff in Rs./ kWh)	*L1*
B5	Rs. 1.70 (Tariff in Rs./ kWh)	*L2*
B1	Rs. 1.80 (Tariff in Rs./ kWh)	*L3*
B4	Rs. 1.80 (Tariff in Rs./ kWh)	*L3*
B2	Rs. 2.00 (Tariff in Rs./ kWh)	*L4*
B3	Rs 2.30 (Tariff in Rs./ kWh)	*L5*
B7	Rs. 2.40 (Tariff in Rs./ kWh)	*L6*
B6	Rs. 2.45 (Tariff in Rs./ kWh)	*L7*
B10	Rs. 2.50 (Tariff in Rs./ kWh)	*L8*
B9	Rs. 2.55 (Tariff in Rs./ kWh)	*H1*
B11	Rs. 2.55 (Tariff in Rs./ kWh)	*H1*

7.2 Reverse Auction (Step-3)

Shortlisted bidders for Reverse Auction will be able to login into https://e-acution.nprocure.com/ for reverse auction 15 minutes before the start time of reverse auction.

i) During 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder for respective sub-station shall be displayed on its window.

ii) The minimum decrement value for tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its current tariff.

iii) Bidders can only quote any value lower than their previous quoted tariff taking into consideration of the minimum decrement value mentioned in previous Section. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

iv) During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.

v) In the bidder's bidding window, the following information can be viewed by the bidder:

1. Its tariff as their initial start price and there after last quoted tariff along with project capacity bided by the bidder;

2. The list of all the bidders with their following details:
   Pseudo Identity, last quoted tariff and bided capacity

vi) The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 5 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:

(a) Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.

(b) Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.

(c) Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed

7.3 Selection of Successful Bidders and capacity allocation

7.3.1 The lowest quoting bidder in e-reverse auction will be allotted full bided capacity and then, next higher bidder will be allotted it's bided capacity and so on, till the total capacity i.e. notified capacity for respective sub-station is exhausted.

7.3.2 In case of the last selected bidder, if the balance project capacity is less than the notified project capacity mentioned by such bidder, then the balance capacity shall be awarded to the bidder till the total notified capacity is exhausted subject to a minimum allocation of 0.5 MW. Provided that, in case of allocation partial capacity (i.e. balance capacity till the total notified capacity is exhausted) offered to the last Bidder after completion of the e-reverse auction is lower than 50% of the total quoted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial capacity within 7 days of issuance of Letter of Intent and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders

Further, in case the partial capacity offered is greater than or equal to 50% of the total quoted capacity by such Bidder, then it shall be mandatory for the last Bidder to accept such partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded after e-RA to the successful Bidders not exceeding notified capacity for respective sub-station. In case the last Bidder refuses to accept such partial capacity offered by DGVCL, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by DGVCL.

7.3.3 In case of tie, among two or more bidders (i.e. their last quoted tariff being the same) they will be considered in the chronological order of their last bid with preference to that bidder who has quoted his last bid earlier than others.

7.3.4 In the above case (as mentioned in previous Section), if the time of quote also becomes exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

Step – 1: Lowest rank will be given to the bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step – 2: Ranking will be done based on draw of lots.

7.3.5 At the end of selection process, DGVCL will have right to decide on the issuance of LoI to the Successful Bidders or any of them based on consideration of price discovered. In case of JV as Successful Bidder, the issuance of LoI shall be to the Lead Member of the JV.

In all cases, DGVCL's decision regarding selection of bidder through Reverse Auction or otherwise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

Also, DGVCL reserves the right to short close the capacity lower than notified capacity at its discretion, if the discovered price is abruptly high.

I.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 shall be sought in the pre-bid stage itself.

8.1.2. The Competent Committee appointed by DGVCL shall have full powers to undertake negotiations. 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 LOA be awarded to the bidder if he accepts the counter-offer.**

8.1.5. In case the tariff even after the negotiation is considered very high, fresh bids shall be invited.

I.9. Right to Reject by DGVCL

9.1.1. DGVCL 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 DGVCL's action.

SECTION - J: AWARD OF CONTRACT

J.1. Letter of Intent (LOI)

1.1.1. A Letter of Intent (LOI) will be issued to the Successful bidders after completion of the selection process under financial bid evaluation as per clause G7 of this Rfp.

1.1.2. The successful bidders shall be asked to submit the Letter of acceptance from 7 days from date of issue of Letter of Intent by DGVCL

J.2. GERC approval

2.1.1. DGVCL will file the tariff petition before the Hon'ble GERC for adoption of the discovered tariff after completion of the competitive bidding process followed by e-reverse auction and negotiation, if any.

2.1.2. The bidders should note that further processing i.e. signing of PPA will be done with the successful bidder only after adoption of tariff by GERC.

J.3. Performance Bank Guarantee

3.1.1. The successful bidder shall be required to furnish Performance Bank Guarantee of 5 lakhs per MW basis within **7 days** from the date of issue of Letter of Award. The Performance bank guarantee shall be returned after 2 months of commissioning of the project. The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date. 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

3.1.2. The Performance Bank Guarantee shall be in the Form of unconditional Bank Guarantee as per the Form 10 in favour of "The Addl. Chief Engineer (C&R), DGVCL, Rajkot" and to be submitted at the office of The Addl. Chief Engineer (C&R), DGVCL, Rajkot. The PBG shall be issued by Scheduled / Nationalized Banks (in a standard format prescribed by DGVCL) 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.

3.1.3. In case the selected bidder is 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.

J.4. Forfeiture of Performance bank guarantee:

4.1.1. The Performance Bank Guarantee shall be encased by DGVCL in case delay/default in commissioning of Solar Power Projected beyond Scheduled Commercial operation Date SCOD subject to Terms and Conditions of the PPA.

4.1.2. No interest will be paid by DGVCL on the amount of Performance bank guarantee.

J.5. Signing of PPA:

5.1.1. After approval of the GERC for the adoption of the tariff the Letter of Award (LOA) will be placed to the successful bidder for the allocation of solar capacity for respective 66kV substation.

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5.1.2. Power Purchase Agreement (PPA) as per the enclosed format of PPA in **Annexure-2** on a non-judicial stamp of Gujarat State of value worth Rs. 300/- shall be signed within 15 days from the date of issuance of LOA by DGVCL with the SPG subject to submission of PBG. 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 DGVCL.

5.1.3. Further, the SPG shall submit the final land documents at the time of commissioning of the project for the entire required land.

5.1.4. If the bidder, whose bid has been accepted, fails to furnish the required PBG or fails to sign a PPA within specified period, DGVCL shall take action against such bidder. DGVCL will forfeit the EMD submitted by bidder and may allocate capacity to next bidder or may cancel the tender process if deemed fit.

J.6. Reservation of Rights

6.1.1. To take care of unexpected circumstances, DGVCL 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 given to 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 - K: BILLING AND PAYMENT CONDITIONS

The conditions related to billing and payments shall be governed as per the Article 10 of PPA

SECTION - L: OTHER TERMS AND CONDITIONS

L.1. Jurisdiction of Contract

1.1.1. The laws applicable to the Contract shall be the Laws in force in India. The court at Rajkot District i.e. city where the Corporate Office of DGVCL is situated shall have exclusive jurisdiction in all matters arising under this contract.

L.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 DGVCL 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), DGVCL 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.

L.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 DGVCL 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.**

L.4. Other Key Responsibilities

4.1.1. MNRE/ DGVCL 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:

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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 DGVCL / MNRE, online or in hard copy. For which the SPG is also responsible for maintaining online & off-line records.

c) Assist DGVCL with a real-time monitoring dedicated web-portal (SEDM).

L.5. Code of Integrity

5.1.1. All the officers or employees of DGVCL 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 DGVCL.

f) not have a financial interest in any bidder(s) responding to DGVCL'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 bidding process;

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 DGVCL 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 not influenced 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 DGVCL 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.

L.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, DGVCL may take appropriate action in accordance with the provisions.

L.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 DGVCL or any other bidder, shall be punished with fine as per the laws of land.

SECTION - M:

DGVCL Bank Details: 1. Name of Bank State Bank of India 2. Name of Branch Mini Bazaar Branch, Surat- Gujarat 3. Branch Code 60236 4. IFS Code SBIN0060236 5. Name of Account DAKSHINGUJARAT VIJ COMPANY LTD 6. Account No. 00000066017849401

Price Bid Format

The bidder shall require to quote their tariff in the on-line price bid on n-procure.

ANNEXURE- 1

Communication Architecture between RMS and State Level Server

--------------Separately attached--------------

ANNEXURE- 2

Draft Power Purchase Agreement (PPA)

--------------Separately attached--------------

ANNEXURE- 3

List of substation wise notified Solar Power Plants capacity with detils viz:, Name of

--------------Separately attached--------------

Form-1: Bid Submission Letter with Undertaking of RFP Conditions

The Bidder is required to upload **scanned copy** ***of this document on their letter head duly filled and signed with company Seal***

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 Addl.Chief Engineer (C&R),
Dakshin Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
"UrjaSadan",
Kapodra Char Rasta, NanaVarachha road,
SURAT-395006, (Gujarat)

Sub: Bid towards **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**

Ref: NIT No: DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2

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 & conditionsof 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 the required 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 communicate information 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 bindingon 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 DGVCL in respect of any matter regarding or arising out of the Bid submittedby us/ RfS document issued by DGVCL 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, including .
13. I/We also agree to abide and hereby confirm and agree all the terms and condition by on-line mode only, the RfS documents along with all **Annexures 1 to 3 and form 1 to 10 as applicable**, including draft Power Purchase Agreement, RMS Communication and Security Architecture-PM KUSUM SEDM Platform, etc. documents attached herewith as a part of the whole on line tender. By confirming this, I/We also confirm all the amendments thereafter issued time to time and will be automatically binding to us.
14. I/We also agree to abide and hereby confirm and agree that all uploaded documents are copy of original documents. By submission of these documents on-line, I/We hereby agree that all such uploaded soft copy documents on the bidding platform as authentic, legal and will be binding to us.
15. We hereby declare that, we are in complete compliance of clause of Conflict of interest as per RfS Document.
16. 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 DGVCL

I / We hereby declare that presently our Company/Limited Liability Partnership/ PartnershipFirm/ 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.

Enclosed:

1. **Form-2: Summary Details of Bidder/ JV Partners**

(Signature & Seal of Authorized Signatory for which POA attached)
Name of Authorized Signatory:
Designation:
Date:
Place:

Form-2 Summary Details of Bidder

The Bidder (in case of JV for each individual members) is required to upload scanned copy of this document duly filled and signed on their letter head with company Seal

In Response to NIT No:	DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2

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:

(Signature & Seal of Authorized Signatory for which POA attached)

Name of Authorized Signatory:

Designation:

Date:

Place:

Form-3 Summary of Sub-Station wise capacity bidded and EMD Detail

In Response to NIT No:	DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2

Name of Bidder:-

Name of JV Partners, if bid is submitted through JV :-

Name of Bidder's contact Person:-

Bidder's contact Person mobile No:

Email ID of Bidder:

GST No of Bidder:

Please mention details as under in respect of all plants for which, bidder have submitted his bids.

Sr. No.	Bid No. (Plant Number) PG-SS-FLS-	Name of Sub station	Notified Plant Capacity as per Annexure-3	Offered plant Capacity by the bidder (MW)	Mode of Payment (Online/ DD/BG)	EMD Amount in Rs. (Rs 1Lakhs /MW basis)	BG/DD/ On line mode payment Number	Date	Date upto which, BG is valid.
1									
2									
3									

(Signature & Seal of Authorized Signatory for which POA attached)

Name of Authorized Signatory:

Designati

on: Date:

Place:

FORM-4 Undertaking for producing GSTIN

(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 the Authorized Signature Member of the Joint Venture)

The Bidder is required to submit this document On-line ONLY

To
The Addl.Chief Engineer (C&R),
Dakshin Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
"UrjaSadan",
Kapodra Char Rasta, NanaVarachha road,
SURAT-395006, (Gujarat)

Sub: Undertaking for GST towards **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**

Ref: NIT No: DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2

Dear Sir,

In connection with the above subject, I / We confirm the following:

(Please select (Tick mark) out of the following)

☐ (1) I/We have the GSTIN Number which is as under:-

GSTIN Number of the Bidder is ________________________

☐ (2) I/We do not possess the GSTIN number at present , Therefore, by this undertaking that I/We assure you that I/We shall produce the GSTIN Number at the time of signing of PPA. I/We understood that if I/we failed to produce the GSTIN number at the time of Signing of PPA, our Order is shall be cancelled, PPA can not be executed and PBG will be forfeited.

(Signature & Seal of Authorized Signatory for which POA attached)Name of Authorized Signatory:

Designation:Date:

Place:

FORM- 5- Positive Net-worth Certificate of Bidder

(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)

The Bidder is required to upload **scanned copy in on-line Mode.**

Financial Qualification Certificate for Positive Net worth

In Response to NIT No:	DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2

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 **Net-worth** of this mentioned entity/firm **as on 31-03-2022* / 31-12-2022* is POSITIVE.**

(* Keep one date and strike out the other date)

(Signature & Seal of Authorized Signatory for which POA attached)	**(Signature & Seal of Practicing Chartered Account)**
Name of Authorized Signatory:	**Certifying Chartered Accountant:**
Designation:	**Name of Firm:**
Date:	**UDIN No:**
Place:	**Date:**
	Place:

Note:

1. In addition to above certificate from Chartered Accountant, Bidder is required to submitfirm's annual audited Balance sheet and Profit & Loss statement for last years.
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.**

Form-6 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 upload **scanned copy** ***of the Power of Attorney in the Format as per the applicable Law.***

Form-7 : 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)
The Bidder is required to upload scanned copy of this document duly filled and signed with company Seal

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". **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode,** under NIT No: DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2, for which bids have been invited by Dakshin Gujarat Vij Company Limited("DGVCL") undertake the following acts:

i. To submit proposal and participate in the aforesaid Bid Specification of DGVCL on behalf of the "Joint Venture".

ii. To negotiate with DGVCL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the DGVCL 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 DGVCL and signs the Contract with DGVCL and/or proposes 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 of appropriate 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.

Form-8 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)

The Bidder is required to upload* scanned copy *of this document duly filled and signed with company Seal

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". **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode,** under NIT No: DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2, the bids for which have been invited by Dakshin Gujarat Vij Company Limited("DGVCL") WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated................

AND WHEREAS DGVCL has invited bids as per the above mentioned Bid **for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**. under NIT No: DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2

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 DGVCL 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 DGVCL 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 DGVCL 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 DGVCL 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, the Party(s) of these presents undertake to promptly make good such loss or damages caused to DGVCL, on its demand without any demur. It shall not be necessary or obligatory for DGVCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), DGVCL 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 DGVCL.

4. The financial liability of the Parties of this Deed of Undertaking to the DGVCL, 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 along with 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 for submission 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 DGVCL 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 DGVCL 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 stamppapers 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 ofeach of the partners and shall invariably be witnessed.
3. Attach the Appendix.....as mentioned in the Clause 5 of this Deed of Undertaking.

FROM-9 EMD Bank Guarantee Format

(To be physically submitted by bidder on non-judicial stamp paper of Rs. 300/- and scanned copy is to be submitted in 'on-line' on the bidding platform)

For RFS No: DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2. **Plant No: __________**

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 __________________________ Dakshin 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 Dakshin 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 Dakshin 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 Dakshin 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 DGVCL.

"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. DGVCL/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.

Form-10: Performance Bank Guarantee Format

(On Non Judicial Stamp of worth of Rs.300/-)

Bank Guarantee No. ....

Date...................

.

Contract No.......................................

***Contract for* purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**. under NIT No: DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2

To

The Addl.Chief Engineer (C&R),
Dakshin Gujarat Vij Company Ltd.,
Regd. & Corporate Office,
"UrjaSadan",
Kapodra Char Rasta, NanaVarachha road,
SURAT-395006, (Gujarat)

Dear Sir,

We refer to the Letter of Award ("LOA") <Insert LOA No: ....>, issued on <Insert Date ofIssue of LOA by DGVCL > by Dakshin Gujarat Vij Company Limited (hereinafter referred to as

"DGVCL"), having its Registered Office at**"UrjaSadan",Kapodra Char Rasta, Nanavarachha road, SURAT-395006, (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 "**purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**. under NIT No: DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2 on RESCO model, and the LOA 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 DGVCL 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 DGVCL 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 DGVCL duly authorized officer or the authorized officer of DGVCL 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 DGVCL 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 scheduled commercial operation date (SCOD). 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.

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 DGVCL 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 DGVCL or between the SPG and DGVCL pertaining to the Guarantee shall be subject to the jurisdiction of courts onlyat Surat 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 from liability 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__
____

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*

Amendment No-1 Date:19.04.2023

RFS No: DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2 Dtd. 27.03.2023

The REVISED Schedule dates are amended as under: -

1	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	Date: 09.05.2023 Up to 18.00 hours
2	Date of opening of Tender Fee, EMD on-line	Date: 10.05.2023 at 11.00 hours
3	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days of the on-line bid opening date of Tender Fee & EMD stage. (On working days, During office hours)
4	Date of opening of Technical offer on-line (If possible)	Date: 16.05.2023 at 11.00 hours
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date: 22.05.2023 at 11.00 hours
6	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.

Corrigendum in the Terms condition of the RFS is as under: -

Sr No	Clause no / Page no	Clause as per RfS	Amended clause
1	SECTION – J : Point No J3 3.1.2 Page No-42	The Performance Bank Guarantee shall be in the Form of unconditional Bank Guarantee as per the Form 10 in favour of "The Addl. Chief Engineer (C&R), DGVCL, Rajkot" and to be submitted at the office of The Addl. Chief Engineer (C&R), DGVCL, Rajkot. The PBG shall be issued by Scheduled / Nationalized Banks (in a standard format prescribed by DGVCL) 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.	The Performance Bank Guarantee shall be in the Form of unconditional Bank Guarantee as per the Form 10 in favour of "The Addl. Chief Engineer (C&R), DGVCL, **Surat**" and to be submitted at the office of The Addl. Chief Engineer (C&R), DGVCL, **Surat**. The PBG shall be issued by Scheduled / Nationalized Banks (in a standard format prescribed by DGVCL) 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. (In the paragraph, "Rajkot" word to be replaced with "Surat" word as under)

2	SECTION – K : Point No.L.1. 1.1.1 Page No-44	The laws applicable to the Contract shall be the Laws in force in India. The court at Rajkot District i.e. city where the Corporate Office of DGVCL is situated shall have exclusive jurisdiction in all matters arising under this contract.	The laws applicable to the Contract shall be the Laws in force in India. The court at **Surat** District i.e. city where the Corporate Office of DGVCL is situated shall have exclusive jurisdiction in all matters arising under this contract. (In the paragraph, "Rajkot" word to be replaced with "Surat" word as under)

Other terms and conditions of RFS will remain unchanged.

For and on behalf of DGVCL
Addl.Chief Engineer (C&R)
DGVCL, Corporate Office,
Surat.

Amendment No-2 Date:05.05.2023

RFS No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-02 Dtd. 27.03.2023

The REVISED Schedule dates are amended as under: -

1	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	Date: 30.05.2023 Up to 18.00 hours
2	Date of opening of Tender Fee, EMD on-line	Date: 31.05.2023 at 11.00 hours
3	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days of the on-line bid opening date of Tender Fee & EMD stage. (On working days, During office hours)
4	Date of opening of Technical offer on-line (If possible)	Date: 06.06.2023 at 11.00 hours
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date: 12.06.2023 at 11.00 hours
6	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.

Other terms and conditions of RFS will remain unchanged.

For and on behalf of DGVCL
Addl.Chief Engineer (C&R)
DGVCL, Corporate Office,
Surat.

Amendment No-3 Date:29.05.2023

RFS No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-02 Dtd. 27.03.2023

The REVISED Schedule dates are amended as under: -

1	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	Date: 15.06.2023 Up to 18.00 hours
2	Date of opening of Tender Fee, EMD on-line	Date: 16.06.2023 at 11.00 hours
3	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days of the on-line bid opening date of Tender Fee & EMD stage. (On working days, During office hours)
4	Date of opening of Technical offer on-line (If possible)	Date: 22.06.2023 at 11.00 hours
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date: 26.06.2023 at 11.00 hours
6	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.

Other terms and conditions of RFS will remain unchanged.

For and on behalf of DGVCL
Addl.Chief Engineer (C&R)
DGVCL, Corporate Office,
Surat.

Amendment No-4 Date:14.06.2023

RFS No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-02 Dtd. 27.03.2023

The REVISED Schedule dates are amended as under: -

1	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	Date: 23.06.2023 Up to 18.00 hours
2	Date of opening of Tender Fee, EMD on-line	Date: 26.06.2023 at 11.00 hours
3	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days of the on-line bid opening date of Tender Fee & EMD stage. (On working days, During office hours)
4	Date of opening of Technical offer on-line (If possible)	Date: 01.07.2023 at 11.00 hours
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date: 06.07.2023 at 11.00 hours
6	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.

Other terms and conditions of RFS will remain unchanged.

For and on behalf of DGVCL
Addl.Chief Engineer (C&R)
DGVCL, Corporate Office,
Surat.

Annexure - E

81457/e-tappal/11/2023

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GUVNL	**Gujarat Urja Vikas Nigam Limited**		Azadi Ka Amrit Mahotsav
	Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007		
	CIN U40109GJ2004SGC045195	*An ISO 9001:2015 Certified Company* Phone: 0265-2311797	

No : GUVNL/Tech/ Solar Cell/PM-KUSUM-C/FLS/ 1797 Date : 08 -11-2023

By e-Sarkar & E-mail

To,
The Additional Chief Engineer (C&R)
Dakshin Gujarat Vij Co. Ltd.
Corporate Office,
Surat.

Sub:- **Proposal to give Consent to file tariff petition before the Hon'ble GERC for adoption of the tariff discovered through the competitive bidding followed by e-Reverse Auction for purchase of Power for Solarization of various 11 KV Agricultural feeders emanating from selected Sub-stations in the supply area of DGVCL as per the PM-KUSUM Scheme Component-C-Feeder Level Solarization through RESCO model.**

Ref:- Y.O.L. No. DGVCL/1488/10/2023 dated 30-10-2023

With reference to your proposal vide letter dated 30-10-2023, it is to inform that consent may be sought from the bidders who have qualified under bucket filling mechanism as per bid documents and quoted tariff in excess of ₹3.00 per unit to agree for tariff of ₹3.00 per unit. Based on the consents, DGVCL may issue LOI to these bidders and seek acknowledgement for the same and take further appropriate action as per tender terms.

This is for further appropriate actions after observing all the formalities.

8/11/23
(S S Modi)
Chief Engineer (Tech)

CFWCs to:-

- The Managing Director, GUVNL, Vadodara.
- The Director (Tech/Fin.), GUVNL, Vadodara.
- The Managing Director, DGVCL, Vadodara.

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Letter No: DGCS/1488/10/2023 Dt: 30-10-2023

	DAKSHIN GUJARAT VIJ COMPANY LIMITED CIN U40102GJ2003SGC042909
DGVCL ISO 9001:2008 Certified	Regd. & Corporate Office: "Urja Sadan", Nana Varachha Road, Kapodara Char Rasta, SURAT- 395 006
	Telephone: (0261) 2506100/200, Fax: (0261) 2572636
	Website: www.dgvcl.com e-mail:acegerc.dgvcl@gebmail.com

To,
The Chief Engineer (Tech)
Gujarat Urja Vikas Nigam Limited (GUVNL)
Sardar Patel Vidhyut Bhavan, Race Corse,
Vadodara-39007.

Subject: Proposal to give consent to file tariff petition before the Hon'ble GERC for adoption of the Tariff discovered through the competitive bidding followed by e-Reverse Auction for purchase of Power for Solarization of various 11kv Agricultural feeders emanating from selected Sub-stations in the supply area of DGVCL as per the PM-KUSUM Scheme Component-C-Feeder Level Solarization through RESCO model.

Ref.: (1) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/1500 Dtd.01.06.2022
(2) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM/1693 Dtd.21.06.2022
(3) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/371 dt.21.02.2023
(4) DGVCL Tender No.DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2 Dt.27.03.2023
(5) Preliminary Opening, TN-2 on dt.10.07.2023
(6) Technical Bid opening TN-2 on dt.24.08.2023
(7) Price Bid opening TN-2: on dt.16.09.2023
(8) Reverse Auaction TN-2: on dt.22.09.2023
(9) Negotiation TN-2: on dt.17.10.2023

GUVNL vide letter under ref.(3) directed DISCOMs to invite new tender with modified Rfs document in line with PGVCL by selecting agriculture feeders having 7.5hp connections along with their last three years consumption to find out the substation wise Solar plant capacity considering eligible CFA (considering 19% CUF) up to 7.5hp. Accordingly, DGVCL had published the Tender vide ref no.(4) for inviting 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 DGVCL under RESCO mode of PM-KUSUM Component-C Feeder level Solarization Scheme of MNRE, covering 112 Substations with notified Solar plant capacity of 212 MW.

In this regard, please find below the information of the RFP, Bids received and proposal from DGVCL:-

1. Bid invitation: DGVCL invited on-line bids on n-procure site https://dgvcl.nprocure.com and www.dgvcl.com vide Tender No.DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2 Dt.27.03.2023 and reverse auction on https://e-auction.nprocure.com.

2. Summary of Feeders covered for Solarization:

No. of Solar plants (66 KV Substations) 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
112	332	113776	212

3. Pre Bid meeting:

As per Rfs document pre bid meeting was scheduled on dt.13.04.2023 at 15:00 hrs at 6th floor, Corporate office, DGVCL in which 19 no. Bidder had participated & queries were solved & points were discussed in length under the leadership of ACE(C&R).

4. Evaluation of Bids:

(A) Tariff Received in N-Procure price bid for 10 nos. solar plant in which Single Bids are received: Rs.3.50 /Kwh to Rs 4.95/Kwh.

SR.No	Name of Sub Station 66KV/11KV	Name of Solar Plant	Bidder Name	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)	Offered Solar Plant Capacity by Bidders	Online Tariff Received (Rs./KWH)
1	66 KV KHADKI DUNGRI S/S	DG-FLS-SS-7	The Smarty owl	0.5	0.5	4.00
2	66 KV MAHUVA S/S	DG-FLS-SS-14	RAGHUVEER AVENUES PVT.LTD	4.5	4.0	3.50

Signature valid
Signed by:Mr. BIPINCHANDRA KUVARJI PATEL
Additional Chief Engineer
Date: 2023.10.30 18:28:30 +05:30

File No: DGCS/DSM/e-file/454/2023/8932/Demand Side Management
Approved By: Mr. BIPINCHANDRA KUVARJI PATEL(ACE,Comme

Open the document in Adobe Acrobat DC to verify the E-sign

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3	66 KV MOSALI S/S	DG-FLS-SS-29	KALAMANDIR JWELLERS	4.0	4.0	4.00
4	66 KV MADHI SS	DG-FLS-SS-36	RAGHUVEER AVENUES PVT.LTD	8.0	8.0	3.50
5	66 KV MANGALIA	DG-FLS-SS-43	SUDHIRBHAI MAGANBHAI PATEL	0.5	0.5	4.00
6	66KV DAHELI S/S	DG-FLS-SS-46	KALAMANDIR JWELLERS	2.0	2.0	4.00
7	66KV KADOD	DG-FLS-SS-48	SHANTINIKETAN COMP.&COMMU.	2.5	1.5	3.65
8	66 KV SIVAN S/S	DG-FLS-SS-50	AATMAN ENTERPRISE	1.0	1.0	4.95
9	66 KV UMARKHADI	DG-FLS-SS-52	M/S SUN INFRA ENERGIES PVT.LTD	2.5	2.5	4.00
10	66KV MAUZA S/S	DG-FLS-SS-62	Vasava Bhavsing Naginbhai	1.5	1.0	4.50

(B) Tariff Received in N-Procure price bid for 05 nos. of Tenders in which more than One Bids are received: Rs. 3.40/Kwh to Rs. 6.40/Kwh.

SR.No	Name of Sub Station 66KV/11KV	Name of Solar Plant	Bidder Name	Notified Solar Plant capacity in MW	Offered Solar Plant Capacity by Bidders	Online Tariff Received (Rs./KWH)
1	132KV VALIA	DG-FLS-SS-17	KALAMANDIR JWELLERS	4.00	4.00	4.00
			RAGHUVEER AVENUES PVT.LTD		4.00	3.40
			SHREEJA GREEN ENERGY		1.00	4.90
2	66KV ZAGADIA S/S	DG-FLS-SS-18	KALAMANDIR JWELLERS	4.00	4.00	4.00
			RAGHUVEER AVENUES PVT.LTD		4.00	3.40
			SUDHIRBHAI MAGANBHAI PATEL		1.00	3.80
			SWETA RATILAL PATEL		1.00	3.80
			TECHSUNBIO GREEN ENERGY PVT.LTD		1.00	3.80
			VARIZONE SOLAR		1.00	4.00
3	66KV NETRANG	DG-FLS-SS-19	RAGHUVEER AVENUES PVT.LTD	4.00	4.00	3.50
			VASAVA RATANBHAI HARIBHAI		1.00	4.50
			VASAVA SURENDRABHAI SHANTIBHAI		1.00	4.50
4	66 KV BAMANIYA	DG-FLS-SS-38	RAGHUVEER AVENUES PVT.LTD	4.50	4.00	3.50
			TECHSUNBIO GREEN ENERGY PVT.LTD		1.00	4.50
5	66 KV VANKAL	DG-FLS-SS-63	ANIL FABRICS	1.00	1.00	6.40
			DEEPAK TEXTILES		1.00	5.50

As per Rfs document Section-I: Bid Evaluation cl.no.I.7 (7.2) Reverse auction was carried out on dt.22.09.2023 for total 5 nos solar plant and **After Reverse Auction Tariff Received as under**

SR.No	Name of Sub Station 66KV/11KV	Name of Solar Plant	Bidder Name	Notified Solar Plant capacity in MW	Offered Solar Plant Capacity by Bidders	Online Tariff Received (Rs./KWH)	After Reverse auction tariff received (Rs./Kwh)
1	132KV VALIA	DG-FLS-SS-17	KALAMANDIR JWELLERS	4.00	4.00	4.00	4.00
			RAGHUVEER AVENUES PVT.LTD		4.00	3.40	**3.30 (L-1)**
			SHREEJA GREEN ENERGY		1.00	4.90	3.31
2	66KV ZAGADIA S/S	DG-FLS-SS-18	KALAMANDIR JWELLERS	4.00	4.00	4.00	4.00
			RAGHUVEER AVENUES PVT.LTD		4.00	3.40	3.32
			SUDHIRBHAI MAGANBHAI PATEL		1.00	3.80	**3.26 (L-1)**
			SWETA RATILAL PATEL		1.00	3.80	3.27
			TECHSUNBIO GREEN ENERGY PVT.LTD		1.00	3.80	3.29
			VARIZONE SOLAR		1.00	4.00	3.28
3	66KV NETRANG	DG-FLS-	RAGHUVEER AVENUES PVT.LTD	4.00	4.00	3.50	3.10
			VASAVA RATANBHAI HARIBHAI		1.00	4.50	**3.09(L-1)**

Signature valid

Signed by:Mr. BIPINCHANDRA KUVARJI PATEL
Additional Chief Engineer
Date: 2023.10.30 18:28:30 +05:30

Letter No: DGCS/1488/10/2023 Dt: 30-10-2023

		SS-19	VASAVA SURENDRABHAI SHANTIBHAI		1.00	4.50	3.34
4	66 KV BAMANIYA	DG-FLS-SS-38	RAGHUVEER AVENUES PVT.LTD	4.50	4.00	3.50	**3.49(L-1)**
			TECHSUNBIO GREEN ENERGY PVT.LTD		1.00	4.50	4.50
5	66 KV VANKAL	DG-FLS-SS-63	ANIL FABRICS	1.00	1.00	6.40	**5.48(L-1)**
			DEEPAK TEXTILES		1.00	5.50	5.49

As discuss with GUVNL negotiation carried out with After the reverse auction L-1 bidder & single bidder on date of 17.10.2023 under chairmanship of Hon'ble MD and DGVCL committee. During negotiation, Committee negotiated L-1 bidder to submit the consent to for offer rate Rs 3.00 /KWH tariff within 3 day and status after negotiation as are under

SR.No	Name of Sub Station 66KV/11KV	Name of Solar Plant	Notified Solar Plant capacity in MW	L-1 Bidder	Offered Solar Plant Capacity by Bidders	L-1 Tariff Received (Rs./KWH)	Consent give for 3.00 /KWH (Yes/No)
1	66 KV KHADKI DUNGRI S/S	DG-FLS-SS-7	0.5	The Smarty owl	0.5	4.00	No
2	66 KV MAHUVA S/S	DG-FLS-SS-14	4.5	RAGHUVEER AVENUES PVT.LTD	4.0	3.50	No
3	132KV VALIA	DG-FLS-SS-17	4.0	RAGHUVEER AVENUES PVT.LTD	4.0	3.30	No
4	66KV ZAGADIA S/S	DG-FLS-SS-18	4.0	SUDHIRBHAI MAGANBHAI PATEL	1.0	3.26	No
5	66KV NETRANG	DG-FLS-SS-19	4.0	VASAVA RATANBHAI HARIBHAI	1.0	3.09	Yes
6	66 KV MOSALI S/S	DG-FLS-SS-29	4.0	KALAMANDIR JWELLERS	4.0	4.00	No
7	66 KV MADHI SS	DG-FLS-SS-36	8.0	RAGHUVEER AVENUES PVT.LTD	8.0	3.50	No
8	66 KV BAMANIYA	DG-FLS-SS-38	4.5	RAGHUVEER AVENUES PVT.LTD	4.0	3.49	No
9	66 KV MANGALIA	DG-FLS-SS-43	0.5	SUDHIRBHAI MAGANBHAI PATEL	0.5	4.00	No
10	66KV DAHELI S/S	DG-FLS-SS-46	2.0	KALAMANDIR JWELLERS	2.0	4.00	No
11	66KV KADOD	DG-FLS-SS-48	2.5	SHANTINIKETAN COMP.&COMMU.	1.5	3.65	No
12	66 KV SIVAN S/S	DG-FLS-SS-50	1.0	AATMAN ENTERPRISE	1.0	4.95	No
13	66 KV UMARKHADI	DG-FLS-SS-52	2.5	M/S SUN INFRA ENERGIES PVT.LTD	2.5	4.00	No
14	66KV MAUZA S/S	DG-FLS-SS-62	1.5	Vasava Bhavsing Naginbhai	1.0	4.50	Yes
15	66 KV VANKAL	DG-FLS-SS-63	1.0	ANIL FABRICS	1.0	5.48	No

5. Proposal : In view of the above substantial exercise carried out by DGVCL, it is requested to :-

- Give consent to file tariff petition before Hon'ble GERC for adoption of the tariff discovered.
- If the notified capacity not get full through L1 Bidder, in that case to make the bucket full of notified Capacity through next L2 bidders, it is proposed to approve for offering the L1 price for match by the L2 Bidder.

In this regard, it is requested to move the matter at appropriate level for further directives please.

This is for your kind information please.

Addl. Chief Engineer(C&R)
DGVCL, Surat

Copy fwcs.to:-

Signature valid

Signed by:Mr. BIPINCHANDRA KUVARJI PATEL
Additional Chief Engineer
Date: 2023.10.30 18:28:30 +05:30

File No: DGCS/DSM/e-file/454/2023/8932/Demand Side Management
Approved By: Mr. BIPINCHANDRA KUVARJI PATEL(ACE,Comme

Open the document in Adobe Acrobat DC to verify the E-sign

208

Letter No: DGCS/1488/10/2023 Dt: 30-10-2023

(1) P.S. to M.D., DGVCL, Corporate Office, Surat.
(2) C.E. (O&M), DGVCL, Corporate Office, Surat.
(3) C.E (P), DGVCL, Corporate Office, Surat.
(4) G.M. (F&A), DGVCL, Corporate Office, Surat.

Annexure - F

Letter No: DGCS/0809/11/2023 Dt: 23-11-2023

DAKSHIN GUJARAT VIJ COMPANY LTD.

CIN: U40102GJ2003SGC042909

Regd. & Corporate Office : " Urja Sadan ", Nana Varachha Road,
Kapodra Char Rasta , Surat-395006.
Website: www.dgvcl.com email : acegerc.dgvcl@gebmail.com

Through RPAD& Email

Letter of Intent (LoI)

To,

Vasava Ratanbhai Haribhai

NISHAL FALIYA,

AT.TIMALA, PO.KANTIPADA,

TIMALA,

BHARUCH-393130 Email: ratanbhaivasava1967@gmail.com

Sub.: Selection of Solar Power Generator (SPG) for Design, Survey, Supply, installation, testing, commissioning, Operation & maintenance for 25 years from Commercial Operation date (COD) of grid connected substation level Solar power plant, erection and maintenance of its associated 11 KV Line to evacuate power to the **66/11 KV Netrang substation** with Remote Monitoring System (RMS) as per the PM-KUSUM Scheme Component-C-Feeder Level Solarization through RESCO model.

Ref.: (1) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/1500 Dtd.01.06.2022

(2) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM/1693 Dtd.21.06.2022

(3) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/371 dt.21.02.2023

(4) DGVCL Tender No.DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2 Dt.27.03.2023

(5) Preliminary Opening, TN-2 on dt.10.07.2023

(6) Technical Bid opening TN-2 on dt.24.08.2023

(7) Price Bid opening TN-2: on dt.16.09.2023

(8) Reverse Auction TN-2: on dt.22.09.2023

(9) Negotiation TN-2: on dt.17.10.2023

(10) Your consent letter on date 19.10.2023

(11) Letter No .DGCS/1488/10/2023 Dt.30.10.2023

(12) GUVNL Letter No. GUVNL/Tech/Solar Cell/PM KUSUM-C/FLS/1797 Date.08.11.2023

Dear Sir/Madam,

Signature valid

Signed by:Mr. BIPINCHANDRA KUVARJI PATEL
Additional Chief Engineer
Date: 2023.11.23 13:39:35 +05:30

Letter No: DGCS/0809/11/2023 Dt: 23-11-2023

This has reference to above RFS, your offer and further correspondences. DGVCL is glad to select you as a solar power generator (SPG) for Design, Survey, Supply, installation, testing, commissioning, Operation & maintenance for 25 years from Commercial Operation date (COD) of grid connected substation level Solar power plant, erection and maintenance of its associated 11 KV Line to evacuate power to the **66/11 KV Netrang substation** with Remote Monitoring System (RMS) as per the PM-KUSUM Scheme Component-C-Feeder Level Solarization through RESCO model, as per specification, terms and conditions of above reference RFS, at the following rates (subject to approval of GERC) for the capacity offered by you as mentioned here under:

Name of Plant	Name of Sub-station	Name of Circle	Name of Sub-division	Notified Capacity of SS in MW	Offered Capacity in MW	Fixed Tariff for the Capacity offer in Form-3 against given Name of plant no. for 25 Yr, Incl. appl. taxes(Inc.GST)etc Rs/KWH
DG-FLS-SS-19	66KV Netrang SS	Bharuch	Netrang	4.0	1.0	3.00

It is requested to send your acceptance of above rates for the capacity offered by you within 7 daysby scanned copy of unconditional acceptance on your letter head, in reply to this email. 1) sedsm.dgvcl@gebmail.com 2) acegerc.dgvcl@gebmail.com

Conditional acceptance will not be accepted. If the acceptance is not be received by above date & time, it will be presumed that you are not interested to pursue your offer and accordingly further actions will be taken up. Please note that no further correspondences in the matter will be entertained.

This is without prejudice to the DGVCL's rights in terms on RFS. After receipt of your unconditional acceptance, DGVCL will file a petition for adoption of the above tariff before the Hon'ble GERC. On getting approval of adoption of tariff from the Hon'ble GERC, DGVCL will take further action as per RFS clause (F.8 Project milestones and timeline).

Kindly acknowledge the receipt of this Letter of Intent and submit the letter of acceptance.

Thanking You,

For and on behalf of DGVCL,

Addl.Chief Engineer (C&R)

Corporate Office,DGVCL

SURAT

Signature valid

Signed by:Mr. BIPINCHANDRA KUVARJI PATEL
Additional Chief Engineer
Date: 2023.11.23 13:39:35 +05:30

File No: DGCS/DSM/e-file/454/2023/8932/Demand Side Management
Approved By: Mr. BIPINCHANDRA KUVARJI PATEL(ACE,Comme

Open the document in Adobe Acrobat DC to verify the E-sign

Letter No: DGCS/0809/11/2023 Dt: 23-11-2023

CFWS to:

- The Chief Engineer (Tech), GUVNL, Vadodara

  ... for your kind information please.

- PS to M.D. Sir, DGVCL, Corporate office, Surat.

Copy to:

- Superintending Engineer, DGVCL, Circle Office, Bharuch.
- Superintending Engineer, GETCO, Circle office, Bharuch

Letter No: DGCS/0804/11/2023 Dt: 23-11-2023

DAKSHIN GUJARAT VIJ COMPANY LTD.

CIN: U40102GJ2003SGC042909

Regd. & Corporate Office : " Urja Sadan ", Nana Varachha Road,

Kapodra Char Rasta , Surat-395006.

Website: www.dgvcl.com email : acegerc.dgvcl@gebmail.com

Through RPAD& Email

Letter of Intent (LoI)

To,

VASAVA BHAVSINGBHAI NAGAINBHAI

2-222 HOLI FALIYU-1,

MAUZA-6

NETRANG,

BHARUCH-393130 Email: bhavsingbhaivasava1972@gmail.com

Sub.: Selection of Solar Power Generator (SPG) for Design, Survey, Supply, installation, testing, commissioning, Operation & maintenance for 25 years from Commercial Operation date (COD) of grid connected substation level Solar power plant, erection and maintenance of its associated 11 KV Line to evacuate power to the **66/11 KV Mauza substation** with Remote Monitoring System (RMS) as per the PM-KUSUM Scheme Component-C-Feeder Level Solarization through RESCO model.

Ref.: (1) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/1500 Dtd.01.06.2022

(2) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM/1693 Dtd.21.06.2022

(3) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/371 dt.21.02.2023

(4) DGVCL Tender No.DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2 Dt.27.03.2023

(5) Preliminary Opening, TN-2 on dt.10.07.2023

(6) Technical Bid opening TN-2 on dt.24.08.2023

(7) Price Bid opening TN-2: on dt.16.09.2023

(8) Reverse Auction TN-2: on dt.22.09.2023

(9) Negotiation TN-2: on dt.17.10.2023

(10) Your consent letter on date 20.10.2023

(11) Letter No .DGCS/1488/10/2023 Dt.30.10.2023

(12) GUVNL Letter No. GUVNL/Tech/Solar Cell/PM KUSUM-C/FLS/1797 Date.08.11.2023

Dear Sir/Madam,

Signature valid

Signed by Mr. BIPINCHANDRA KUVARJI PATEL
Additional Chief Engineer
Date: 2023.11.23 13:39:35 +05:30

File No: DGCS/DSM/e-file/454/2023/8932/Demand Side Management

Approved By: Mr. BIPINCHANDRA KUVARJI PATEL(ACE,Comme

Open the document in Adobe Acrobat DC to verify the E-sign

Letter No: DGCS/0804/11/2023 Dt: 23-11-2023

This has reference to above RFS, your offer and further correspondences. DGVCL is glad to select you as a solar power generator (SPG) for Design, Survey, Supply, installation, testing, commissioning, Operation & maintenance for 25 years from Commercial Operation date (COD) of grid connected substation level Solar power plant, erection and maintenance of its associated 11 KV Line to evacuate power to the **66/11 KV Mauza substation** with Remote Monitoring System (RMS) as per the PM-KUSUM Scheme Component-C-Feeder Level Solarization through RESCO model, as per specification, terms and conditions of above reference RFS, at the following rates (subject to approval of GERC) for the capacity offered by you as mentioned here under:

Name of Plant	Name of Sub-station	Name of Circle	Name of Sub-division	Notified Capacity of SS in MW	Offered Capacity in MW	Fixed Tariff for the Capacity offer in Form-3 against given Name of plant no. for 25 Yr, Incl. appl. taxes(Inc.GST)etc Rs/KWH
DG-FLS-SS-62	66KV Mauza SS	Bharuch	Netrang	1.5	1.0	3.00

It is requested to send your acceptance of above rates for the capacity offered by you <u>within 7 days</u> by scanned copy of unconditional acceptance on your letter head, in reply to this email 1) <u>sedsm.dgvcl@gebmail.com</u> 2) <u>acegerc.dgvcl@gebmail.com</u>

Conditional acceptance will not be accepted. If the acceptance is not be received by above date & time, it will be presumed that you are not interested to pursue your offer and accordingly further actions will be taken up. Please note that no further correspondences in the matter will be entertained.

This is without prejudice to the DGVCL's rights in terms on RFS. After receipt of your unconditional acceptance, DGVCL will file a petition for adoption of the above tariff before the Hon'ble GERC. On getting approval of adoption of tariff from the Hon'ble GERC, DGVCL will take further action as per RFS clause (F.8 Project milestones and timeline).

Kindly acknowledge the receipt of this Letter of Intent and submit the letter of acceptance.

Thanking You,

For and on behalf of DGVCL,

Addl.Chief Engineer (C&R)

Corporate Office,DGVCL

SURAT

CPWS to:

Signature valid
Signed by Mr. BIPINCHANDRA KUVARJI PATEL
Additional Chief Engineer
Date: 2023.11.23 13:39:35 +05:30

File No: DGCS/DSM/e-file/454/2023/8932/Demand Side Management
Approved By: Mr. BIPINCHANDRA KUVARJI PATEL(ACE,Comme

Open the document in Adobe Acrobat DC to verify the E-sign

2.14

Letter No: DGCS/0804/11/2023 Dt: 23-11-2023

- The Chief Engineer (Tech), GUVNL, Vadodara

  ... for your kind information please.

- PS to M.D, DGVCL, Corporate office, Surat.
- I/C GM(F&A), DGVCL, Corporate office, Surat

Copy to:

- Superintending Engineer, DGVCL, Circle Office, Bharuch.
- Superintending Engineer, GETCO, Circle office, Bharuch

Signature valid
Signed by:Mr. BIPINCHANDRA KUVARJI PATEL
Additional Chief Engineer
Date: 2023.11.23 13:39:35 +05:30

File No: DGCS/DSM/e-file/454/2023/8932/Demand Side Management
Approved By: Mr. BIPINCHANDRA KUVARJI PATEL(ACE,Comme
Open the document in Adobe Acrobat DC to verify the E-sign

VASAVA BHAVSINGBHAI NAGINBHAI

Address : 2/222, Holi Faliyu-1, Mauja-6, Netrang, Bharuch-393130. (Mo. 9737632777)
PAN CARD No. AEBPV8033K

DATE:-24-11-2023

Through RPAD & Email

Letter of Acceptance

To,

Addl.Chief Engineer (C&R)

Corporate Office,DGVCL SURAT

Sub.: I ACCEPT THE RATE AS OFFER ME AS BELOW....

Letter No: DGCS/0804/11/2023 Dt: 23-11-2023

Ref.: (1) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/1500 Dtd.01.06.2022

(2) GUVNLLetterNo: GUVNL/Tech/Solar-Cell/PM-KUSUM/1693Dtd.21.06.2022

(3) GUVNLLetterNo:GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/371dt.21.02.2023

(4) DGVCLTenderNo.DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-2Dt.27.03.2023

(5) PreliminaryOpening,TN-2ondt.10.07.2023

(6) TechnicalBidopeningTN-2ondt.24.08.2023

(7) PriceBidopeningTN-2:ondt.16.09.2023

(8) ReverseAuctionTN-2:ondt.22.09.2023

(9) NegotiationTN-2:ondt.17.10.2023

(10) Yourconsentletterondate20.10.2023

(11) LetterNo.DGCS/1488/10/2023Dt.30.10.2023

(12) GUVNLLetterNo.GUVNL/Tech/SolarCell/PMKUSUM-C/FLS/1797 Date.08.11.2023

DearSir/Madam,

YES, I ACCEPT THE OFFER RATE AS BELOW....

Name of Plant	Name of Sub-station	Name of Circle	Name of Sub-division	Notified Capacity of SS in MW	Offered Capacity in MW	Fixed Tariff for theCapacityoffer in Form-3 against given Name of plant no. for 25 Yr, incl. appl. taxes(inc.GST)etc Rs/KWH
DG-FLS-SS-62	66KV MauzaSS	Bharuch	Netrang	1.5	1.0	3.00

VASAVA BHAVSINGBHAI NAGINBHAI
BHARUCH

Thank you Sir..

VASAVA BHAVSINGBHAI NAGINBHAI

ભા. નગ. વસાવા

Proprietor

RATANBHAI HARIBHAI VASAVA

Address : Nishal Faliya, A.T. - Timala, Po. Kantipada, Timala, Bharuch-393130. (Mo. 9737632777)
PAN CARD No. AGFPV1666C

DATE:-24-11-2023

Through RPAD & Email

Letter of Acceptance

To,

Addl.Chief Engineer (C&R) Corporate

Office,DGVCL SURAT

Sub.: I ACCEPT THE RATE AS OFFER ME AS BELOW....

Letter No: DGCS/0809/11/2023 Dt: 23-11-2023

Ref.: (1) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/1500 Dtd.01.06.2022

(2) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM/1693 Dtd.21.06.2022

(3) GUVNL Letter No: GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/371 dt.21.02.2023

(4) DGVCL Tender No.DGVCL/Project/DSM/PM-KUSUM-C-FLS/ TN-2 Dt.27.03.2023

(5) Preliminary Opening, TN-2 on dt.10.07.2023

(6) Technical Bid opening TN-2 on dt.24.08.2023

(7) Price Bid opening TN-2: on dt.16.09.2023

(8) Reverse Auction TN-2: on dt.22.09.2023

(9) Negotiation TN-2: on dt.17.10.2023

(10) Your consent letter on date 19.10.2023

(11) Letter No .DGCS/1488/10/2023 Dt.30.10.2023

(12) GUVNL Letter No. GUVNL/Tech/Solar Cell/PM KUSUM-C/FLS/1797 Date.08.11.2023

Dear Sir/Madam,

I ACCEPT THE RATE AS OFFER ME AS BELOW....

Name of Plant	Name of Sub-station	Name of Circle	Name of Sub-division	Notified Capacity of SS in MW	Offered Capacity in MW	Fixed Tariff for the Capacity offer in Form-3 against given Name of plant no. for 25 Yr, Incl. appl. taxes(Inc.GST)etc Rs/KWH
DG-FLS-SS-19	66KV Netrang SS	Bharuch	Netrang	4.0	1.0	3.00

RATANBHAI HARIBHAI VASAVA • BHARUCH •

Thank You Sir

RATANBHAI HARIBHAI VASAVA

Proprietor

Annexure G 217

RfS document for feeder level Solarization under PM-KUSUM-Component-C in DGVCL

(On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate)

DRAFT**POWERPURCHASEAGREEMENT (PPA)**

for

Procurement of ____MWp

Solar Power on Long Term basis for

Feeder level Solarization –under

PM-KUSUM Component-C of the Scheme for

Solarization of 11 KV Agricultural Feeder(s) of _________66/11 KV

Substation, __________sub-division, __________Division, _________Circle of DGVCL

Between

<name of Solar Power Generator (SPG)>

and

DAKSHIN GUJARAT VIJ COMPANYLIMITED

[/ /2023]

RfS document for feeder level Solarization under PM-KUSUM-Component-C in DGVCL

This Power Purchase Agreement is made on the_____day of______of 20__at __________.

Between

.......<*name of SPG*> ....,selected as Solar Power Generator for implementation of Solar Power Project with associated 11kV evacuation line under **Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme, Component C (feeder level solarization)**, having registered office at ....<*Address of SPG*>............ (hereinafter referred to as **"Solar Power Generator or SPG"**, 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

DAKSHIN GUJARAT VIJ COMPANY LIMITED' a company incorporated under the CompaniesAct1956,having its registered office at,__________(hereinafter referred to as 'DGVCL' " 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**;

TheSPGandDGVCLareindividuallyreferredtoas'Party'andcollectivelyreferredtoas 'Parties'.

WHEREAS:

A. The Ministry of New and Renewable Energy [MNRE] has notified a guidelines for feeder level solarization under Component C of PM KUSUM Scheme on 04th Dec2020.

B. DGVCL initiated process for selection of Solar Power Generator (s) (SPG) to set solar power plant for notified solar capacity through RESCO mode and procurement of power generated from the solar power plant as per the terms and conditions contained in the RfSNo: __________________________DT:__________________

C. The SPG has been selected for installation of solar power project which includes work of design, survey, supply, installation, testing, commissioning and operation & maintenance of grid connected _____MWp solar power plant , its associated 11kV evacuation line to connect the plant with concerned substation and RMS of solar power plant for Solarization of 11kV feeder(s) of 66/11kV _____ substation under _____subdivision, _________Division,____________ Circle of DGVCL.

D. DGVCL has issued the Letter of Award/Work Order No......................dated ... in Favour of ....<*name of SPG*> as per the terms and conditions contained in the RfS.

E. The SPG has furnished the Project Security Amount of **Rs. __________ (____ rupees only)** in the form of Bank Guarantee in favour of DGVCL, _______.

F. The SPG has fulfilled the terms and conditions for signing of this Power

Purchase Agreement as a definitive agreement for establishing the Solar Power Project of ___ **MWp** under Feeder level soalrization –Component-C of PM-KUSUM Scheme for Agricultural feeder(s) of___________66/11kV substation,_________subdivision,____________division,___________circle of_ DGVCL under ______ district and sale of electricity by the SPG to DGVCL at delivery point at 66/11kV______substation.

G. Hon'ble GERC vide order 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 and allocated the Solar Power project of ____ MWp under the bucket filling mode as per the terms of RfP.

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 _______ MWp, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of Agricultural 11kV feeders of associated _________66/11kV substation in DGVCL under PM-KUSUM 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:

ARTICLE1: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,2003andtherulesorregulationsframedthereunder,includingthoseissued/framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

ALMM	Approved List of Models and Manufacturers of Solar Photovoltaic Modules issued by Ministry of New and Renewable Energy, Government of India 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	Appropriate Commission or "GERC" shall mean the Gujarat Electricity Regulatory Commission(GERC)
"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;

"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.
"Business Day"	shall mean with respect to SPG 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"	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 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 next year.
"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.
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commercial Operation Date(COD)"	shall mean the date certified by the DISCOM's committee upon successful commissioning (as per provisions of this Agreement)of the project when all equipment's as per rated capacity have been installed and energy has flown into the grid.
"Competent Court 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 and Permits	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, 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 SPG 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 1andendingon March31 provided that: 1) in the financial year in which the COD occurs, 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 onApril1andendingon March31,and 2) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement or on termination of this agreement whichever is earlier.
"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.
"Delivery Point"	Delivery Point" shall mean the point at the voltage level of 11kV of the 66/11kVSub-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, 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 there under 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.
"Dispute"	shall mean any dispute or difference of any kind between DISCOM and the SPG, 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;

DISCOM	Shall mean the Electricity Distribution Company. The DISCOM in this PPA is DGVCL.
"Due Date"	Due Date shall mean the thirtieth (30th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by DGVCL 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 DGVCL.
"Electricity Act,2003"	shallmeantheElectricityAct,2003andincludeany modifications, amendments and substitution from time to time;
"Effective Date"	shallhavethemeaningascribedtheretoinArticle2.1of 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 provided that the supply of power shall be limited for a period of 25 years from the COD (unless extended by both the parties on mutual agreement);
"Financing Agreements"	shall mean the agreements pursuant to which the SPG has sought financing for the Power Project including the loan agreements, security documents, for the Power Projectincludingtheloanagreements,securitydocuments,n otes,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 DGVCL;
"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 Gujarat 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 SPG in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on SPG'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" o r"Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Joint Meter Reading "or "JMR":	Shall mean the monthly joint meter reading statement which shall be jointly signed by SPG and DGVCL representative
"Late Payment Surcharge"	shallhavethemeaningascribedtheretoinArticle10. 1.7 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 GERC;
"Letter of Credit" or "LC"	shall have the meaning ascribed thereto in Article 10.1.10 of this Agreement;
"Letter of Award" or "LoA"	shall mean work order issued by DGVCL to the SPG 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"	shallhavethemeaningascribedtheretoinArticle10.1.10of this Agreement
"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 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 water storage facilities, bay(s) for transmission system 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 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"	shallhavethemeaningascribedtheretoinArticle13of this Agreement;
"Project Capacity"	shall mean the **maximum AC** capacity of the Project at the point of injection for 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 10.1.9 of this Agreement;
"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 DGVCL.
"Rupees", "Rs.",	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the Project	Shall mean date that is nine (9) Months from the Date of execution of this PPA between _DGVCL

SPG	Shall mean Solar Power Generator who has signed this agreement upon issue of Letter of Award by DGVCL
"Tariff"	Shall have the same meaning as provided for inArticle9 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"	shallhavethemeaningascribedtheretoinArticle2 of this Agreement;

1.2 *INTERPRETATION*

Save where the contrary is indicated, any reference in this Agreement to:

i) *"Agreement"* shall be construed as including a reference to its Schedules, Appendices

ii) An *"Article", a "Recital", a "Schedule" and a "paragraph I clause"* shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph /clause respectively of this Agreement;

iii) A *"crore"* means a reference to ten million (10,000,000) and a *"lakh"* means a reference to one tenth of a 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 any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements)having a similar effect;

v) *"Indebtedness"* shall be construed so as to include any obligation (whether incurred as principal or surety)for the payment or repayment of money, whether present or future, actual or contingent;

vi) A *"person"* shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

vii) *"Rupee", "Rupees" and "Rs."* shall denote Indian Rupees, the lawful currency of India;

viii) The *"winding-up", "dissolution", "insolvency", or "reorganization"* of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporate or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up ,reorganization, dissolution, arrangement, protection or relief of debtors;

ix) Words importing the singular shall include the plural and vice versa;

x) This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;

xi) A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

xii) A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

xiii) Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

xiv) The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.

xv) The words *"hereof" or "herein"*, if and when used in this Agreement shall mean a reference to this Agreement.

xvi) The terms *"including" or "including without limitation"* shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided.

ARTICLE2: TERM OF AGREEMENT

2.1 Effective Date

2.1.1 This Agreement shall come into effect from the date of its execution by all the parties 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 SPG 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 DGVCL, DGVCL 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 DGVCL or SPG 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.

2.5 Performance Bank Guarantee (PBG)

2.5.1. The Performance Bank Guarantee furnished under this Agreement shall be for guaranteeing the successful commissioning of the Project for power up to the Contracted Capacity within the time specified in this Agreement.

2.5.2. The failure on the part of the SPG to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the part of the SPG.

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 of Solar power plant, after taking into account any penalties due to delay in commissioning as per terms and conditions of RfS.

2.5.5. **CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DGVCL 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**

ARTICLE3: CONDITIONS SUBSEQUENT

3.1 The SPG agrees and undertakes to secure Project Financing Arrangements for its Project and should provide necessary documents to DGVCL in this regard within six Months from the Date of issue of Work order by DGVCL for the project.

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 KV sub-station and the solar power plant. The SPG shall submit the final land documents before Commercial Operation Date of the project.

ARTICLE4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 SPG's Obligations

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

a) The SPG shall be solely responsible and make arrangements for infrastructure for development of the Project and for Connectivity with the 66/11 kV sub-station for confirming the evacuation of power by the Scheduled Commissioning date or COD, whichever is earlier, and all clearances related thereto;

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

c) Designing, constructing, erecting, commissioning, completing and testing the Power Project including then RMS 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 DGVCL no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement at the agreed CUF;

e) Connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point. The SPG shall make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point. SPG will be responsible for laying of dedicated 11KV line from Solar Power Plant to sub-station, construction of bay and related switchgear & metering equipment at sub-station where the plant is connected to the grid and metering is 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 of encumbrances, except those expressly permitted under Article15;

g) fulfilling all obligations undertaken by the SPG under this Agreement.

h) The SPG shall be responsible for directly coordinating and dealing with DGVCL, SLDC and GETCO 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.

i) The SPG shall be required to follow the applicable rules regarding project registration with the State Nodal Agency GEDA in line with the provisions of the applicable policies/regulations of the State of Gujarat. It shall be the responsibility of the SPG to remain updated about the applicable charges payable to _DGVCL, SLDC, GETCO, GEDA or any other authority under the respective rules, 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 PV Module from ALMM only.

However, as per recent amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019 it is to consider that ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM.

However, Order/clarifications issued by MNRE in this regard from time to time will be applicable.

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 DGVCL.

m) To procure start up power required for the plant from DGVCL.

n) The SPG shall ensure that he shall not sell power to any other buyer except the DGVCL 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 DGVCL.

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 Purchase and sale of Contracted Capacity

4.2.1 Subject to the terms and conditions of this Agreement, the SPG under takes to sell to DGVCL and DGVCL 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 DGVCL, 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 ____________**KWH (Units) (corresponding to 19% minimum CUF) for ____________Feeder/substation level Solar plant** during the term of the agreement except force majeure conditions as defined in the Article -11__ of the PPA. **The non-compliance by SPG shall make the SPG liable to pay the compensation.** DGVCL shall not be obliged to purchase energy in excess of maximum CUF of 30% during any contract year. If DGVCL 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 DGVCL to the extent of grid non-availability attributable of DGVCL / GETCO.

4.3.2 This compensation (as mentioned in above para 4.3.1) shall be applied to the amount of shortfall in generation during the Contract Year. The amount of such penalty would ensure that the DGVCL is offset for all potential costs associated with low generation and supply of power under the PPA. **The compensation payable to DGVCL by the SPG shall be at 25% (twenty-five percent) of PPA tariff on the shortfall in energy.** 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, **25% of Tariff rate + applicable taxes** 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 Extensions of Time

4.4.1 IntheeventthattheSPGispreventedfromperformingitsobligationsunderArticle 4.1bythe Scheduled Commissioning Date due to:

(a) any DGVCL Event of Default; or

(b) Force Majeure Events affecting DGVCL, or

(c) Force Majeure Events affecting the SPG,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to Article 4.4.4, for a reasonable period but not less than 'day for day' basis, to permit the SPG or DISCOM through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPG or

DGVCL, or till such time such Event of Default is rectified by DGVCL if delay is attributable to DGVCL.

4.4.2 If the Parties have not agreed, within thirty (30) days after the affected Party's performance has ceased to be exist 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 Article16.

4.4.3 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.

4.4.4 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.

4.4.5 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 SPG and shall be subject to the consequences specified in the Article4.5.

4.5 Liquidated Damages not amounting to penalty for delay in Commissioning

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

4.5.2 In case any SPG fails to achieve this milestone, DGVCL 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 as30.

In case the commissioning of the solar power plant is delayed over two months: The complete PBG amount shall be encashed and 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 Force Majeure reasons, the Procurer / DGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose, can extend the time for commissioning date without any financial implications on the SPG.

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

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 domestically manufactured solar modules only.

4.6.2 Erection of 11 KV Line network shall be confirming to relevant standards.

4.7 Third Party Verification

4.7.1 The SPG 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 DGVCL and a third Party nominated by DGVCL or any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the SPG 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 SPG 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 SPG 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 DGVCL 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 Generation compensation for Off-take constraints

4.9.1 Generation Compensation in off-take constraints due to Grid Unavailability: During the operation of the plant, DGVCL 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 no other claim, directly or indirectly against DGVCL:

Duration of Grid unavailability	*Provision* for Generation Compensation
Grid unavailability in excess of5% in a contract year as defined in the PPA(only period from 8am to6pmtobecounted):	***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 DGVCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years and no further compensation shall be made by DGVCL to SPG.

4.9.2 Offtake constraints due to Backdown: The SPG 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 SPG shall be eligible for a minimum generation compensation, from DGVCL, restricted to the following and there shall be no other claim, directly or indirectly against DGVCL.

Duration of Backdown	***Provision* for Generation Compensation**
Hours of Backdown during a monthly billingcycle.	***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 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 paid as part of the energy bill for the successive month after JMR.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIALOPERATION

5.1 *Synchronization, Commissioning and Commercial Operation*

5.1.1 The SPG shall give DGVCL 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 Solar Power Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPG to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code 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 SPG at its generation facility of the Power Project at its own cost. The SPG shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the competent authority of the concerned substation/ and checking/verification is made by the concerned authorities of the DGVCL.

5.1.4 The SPG 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 SPG will inject in-firm power to grid from 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 SPG shall commission the Project within nine (9) Months from the Date of execution of this PPA. Declaration of COD shall be certified by the commissioning committee.

5.1.6 The Parties agree that for the purpose of commencement of the supply of electricity by SPG to DGVCL, 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 SPG shall be required to schedule its power as per the applicable regulations of GERC /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 SPG.

6.1.2 The SPG shall be responsible for directly coordinating and dealing with the DGVCL, State Load Dispatch Centers, 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 Regulations.

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

6.1.4 Auxiliary power consumption will be treated as per the orders of GERC or concerned GERC regulations. The charges for net import of energy by the solar power plant from the grid shall be billed at HTP-III tariff by DGVCL. The SPG shall not undertake any other commercial activity within the project premises except generation of Solar Power under this contract.

ARTICLE7: METERING, GRID CONNECTIVITY AND REMOTE MONITORING SYSTEM

7.1.1. Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines / practices of DGVCL and / or CEA. DGVCL may facilitate in the process; however, the entire responsibility & cost lies only with the SPG.

7.1.2. Meters and metering equipment (CT-PT sets) specifications shall be complied with CEA metering regulations and shall be tested as per provision of GERC order / directives 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 DGVCL at the time of installation.

7.1.3. The solar power generator shall install Metering infrastructure and Remote Monitoring System (RMS) as per the philosophy explained in the **Annexure-1**

ARTICLE8: INSURANCES

8.1 Insurance

8.1.1 The SPG shall effect and maintain or cause to be effected and maintained, 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 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 under the insurance contract 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, DGVCL shall have claim on such proceeds of such Insurance limited to outstanding dues of DGVCL against SPG.

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 SPG can claim compensation, under any Insurance shall not be charged to or payable by DGVCL. It is for the SPG 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.

ARTICLE9: APPLICABLE TARIFF

9.1 The SPG shall be entitled to receive the Tariff of..............................per kWh, fixed for the entire term of 25years(unless extended by both the parties on mutual agreement), with effect from the COD, for the power sold to DGVCL as reflected in the State Energy Accounts published by SLDC Gujarat.

ARTICLE10: BILLING AND PAYMENT

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, as well as to The Addl. Chief Engineer (C&R) DGVCL, Surat 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) Provided that:

i. if the date of commencement or supply of power falls during the period between the first (1^{st}) day and up to and including the fifteenth (15^{th}) day of 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(15^{th}) 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.

d) 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.

e) 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.

f) 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) DGVCL 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 DGVCL, and shall be 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 instep (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 (here in after 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 the defective 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 meter shall be immediately replaced by a tested meter by the SPG and bear all the cost of meters and meter replacement.

10.1.4 General

a) From the Commercial Operations Date of the solar power plant, DGVCL 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 kWh tariff as per PPA)

ii. Relevant Extracts of State Energy Account.

b) All Tariff Payments by DGVCL 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 GERC order / regulations shall 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 DGVCL 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 SPG 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 DGVCL)

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 (Commerce) DGVCL shall verify the readings and subsequent share the same along with original bill and other relevant documents to DGVCL.

DGVCL 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 Addl. Chief Engineer (C&R) DGVCL.

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 DGVCL. 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 DGVCL, 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 DGVCL to the SPG and notify DGVCL 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 DGVCL, if paid after Due Date of Payment, a late

Payment charge shall be payable by DGVCL 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.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \quad \text{per week or part thereof.}$$

(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 of any Bill on or before Due Date, the following Rebate shall be paid by the SPG to DGVCL 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 DGVCL, if paid before Due Date of Payment, a Rebate shall be deducted by DGVCL 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.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \quad \text{per week or part thereof.}$$

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) DGVCL 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, DGVCL through a scheduled 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, DGVCL shall restore such shortfall within fifteen (15) days.

e) DGVCL shall cause the scheduled bank issuing the Letter of Credit to intimate the SPG, in writing regarding establishing of such irrevocable Letter of Credit.

f) DGVCL 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 DGVCL fails to pay undisputed Monthly Bill or Supplementary Bill or a part there of 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 DGVCL, 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 has remained unpaid beyond the Due Date;

10.1.11 **Disputed Bill**

a) If DGVCL does not dispute a Monthly Bill or a Supplementary Bill raised by the SPG within thirty (30) days of receiving such Bill shall be taken as conclusive.

b) If DGVCL 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 DGVCL(i.e. office of Superintending Engineer(Commerce),DGVCL) 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 (Commerce), DGVCL, authorized representative(s) or a director of the board of directors/ member of board of the DGVCL and SPG shall meet and make best endeavors 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, DGVCL 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.

ARTICLE11: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 SPG whose performance has been affected by an event of Force Majeure.

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 DGVCL 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 *Available Relief for a Force Majeure Event*

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: CHANGE IN LAW

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) Modification / changes in rates of Goods & Service Tax (GST) between bid deadline date and Schedule Commercial Operation Date which have direct effect on the cost of solar PV modules.

12.2 Relief for Change 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 Scheduled Commercial Operation Date upon submission of proof of payment made by the SPG towards GST 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) DGVCL 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: EVENTS OF DEFAULT AND TERMINATION

13.1 SPG 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 SPG 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

- the SPG 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
- the SPG 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
- istoatransfereewhoassumessuchobligationsunderthisAgreementandtheAgree mentremainseffective with respect to the transferee;

if

a. the SPG 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 SPG, or

c. the SPG 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 SPG will not be a SPG 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 SPG and expressly assumes all obligations of the SPG under this Agreement and is in a position to perform them; or

(i) the SPG 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

(ii) 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 the SPG within thirty (30) days of receipt of first notice in this regard given by DISCOM .

(iii) Occurrence of any other event which is specified in this agreement to be a material breach/default of the SPG

(iv) 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 the SPG within thirty (30)days of receipt of first notice in this regard given by DISCOM.

(v) 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.

(vi) 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.

(vii) Failure to supply power in terms of the PPA

(viii) 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.

(ix) SPG fails to make compensation payment to DGVCL towards shortfall in supply for not achieving 19% guaranteed CUF during contract years.

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 SPG 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 Article11,for a period of ninety(90) days after the Due Date and the SPG is unable to recover the amount outstanding to the SPG 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 SPG in this regard; 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 Procedure for cases of SPG Event of Default

13.3.1Upon the occurrence and continuation of any SPG Event of Default under Article13.1, DISCOM shall have the right to deliver to the SPG, with a copy to the representative of the lenders to the SPG with whom the SPG 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 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 three (3) years billing at19% CUF 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 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

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 SPG shall have the right to deliver to DISCOM, a SPG Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its 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 three three 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 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.7 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 SPG shall, subject to the prior consent of the SPG, 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 SPG, or if no offer of novation is made by DISCOM within the stipulated period, then the SPG 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 110% (one hundred and fifty per cent) of the adjusted equity or, (ii) pay to the SPG, 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 SPG.

Provided further that at the end of three (3) months period from the period mentioned in this Article13.4.4,this Agreement may be terminated by the SPG.

ARTICLE14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 **The SPG'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:ASSIGNMENTS AND CHARGES

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 Permitted Charges

15.2.1SPG 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

ARTICLE16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

16.1.1 This Agreement shall be governed by and construed in accordance with the Electricity Act 2003 and other applicable Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of Gujarat Electricity Regulatory Commission.

16.2 Dispute Resolution

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: MISCELLANEOUS PROVISIONS

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 authorized representative 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 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.

17.4 *Notices*

17.4.1 *Any notice, communication, demand, or request required 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 transmission report 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/Whatsapp No.	
Telephone	

In case of DISCOM

Name & Designation	
Address	
Email	
Telephone	

17.5 *Language*

17.5.1 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.

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

17.6 *Restriction of Shareholders/Owners' Liability*

17.6.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties here to 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.

17.7 *Taxes and Duties*

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

17.7.2 DISCOM shall be indemnified and held harmless by the SPG against any claims that may be made against DISCOM in relation to the matters set out in Article17.9.1.

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

17.8 *Independent Entity*

17.8.1 The SPG shall be an independent entity performing its obligations pursuant to the Agreement.

17.8.2 Subject to the provisions of the Agreement, the SPG shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the SPG or contractors engaged by the SPG in connection with the performance of the Agreement shall be under the complete control of the SPG 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 SPG shall be construed to create any contractual relationship between any such employees, representatives or contractors and DISCOM.

17.9 *Compliance with Law*

17.9.1 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.

17.10 *Order of priority in application*

17.10.1 IncaseofinconsistenciesintheagreementsexecutedbetweentheParties,applicable Law including rules and regulations framed there under, the order of priority shall be as mentioned below:

(i) applicable Law, rules and regulations framed there under,

(ii) this Agreement

17.11 *Affirmation*

17.11.1 The SPG and DGVCL, both affirm that;

a) neither it nor its respective directors, employees, or agents has paid or under taken to 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 foreign currency and whether in India or abroad to the other Party to procure this Agreement, and the SPG and DISCOM hereby undertake not to engage in any similar acts during the Term of Agreement.

17.12 *No consequential or Indirect Losses*

17.14.1. The liability of the Seller and the Procurers is limited to that explicitly provided in this Agreement.

17.14.2. Provided that notwithstanding anything contained in this Agreement, under no event shall the Procurers or the Seller claim from one another any indirect or consequential losses or damages.

17.13 *Breach of Obligations*

17.13.1 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.

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 be liable to 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 their duly authorized representatives as of the date and place set forth above.

Signature	Signature with Seal
____________________	Dakshin Gujarat Vij Company Ltd.
Solar Power Generator	DISCOM
Witness:	Witness:

To:

Date: 14/02/24

Legal Department
GERC, Gandhinagar

Subject: Acceptance of Fees-Reg.

With reference to your Payment Intimation Memo dated 14/02/24, the stated payment has been credited in the GERC Bank Account [Sub Clause 2 of Clause 3 of the GERC (Fees, Fines & Charges) Regulations, 2005]. The necessary details are as below:

Sl No.	Particulars	Details
1	Name of the Petitioner	Dakshin Gujarat Vij Company Limited
2	Money Receipt No.	3738 (Rs. 75,000=00)
3	Date of MR	14/02/24
4	UTR/Reference No.	BARBW24044906546
5	Date of UTR/Reference	14/02/24
6	Cheque/DD/Pay Order No.	–
7	Date of Cheque/DD/PO	–

G.E.R.C.
Inward No.: - 0758
Date: 15 FEB 2024

15/2/24

Accounts Department
GERC

Subject:	Payment of balance amount of fees for filing of Petition fees before GERC for adoption of tariff discovered under tariff based competitive bidding process conducted by DGVCL vide RfS No. DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-02, dtd.27/03/2023 for 02 Nos. o
Date:	Wednesday, 14 February 2024 at 2:01:24 PM India Standard Time
From:	DECR
To:	Abhishek Makwana, Wasim Ansari, gerc@gerc.in, GERC
CC:	acegerc.dgvcl@gebmail.com, 'sedsm dgvcl', 'DGVCL HO Cash', 'JR ENGINEER DSM'
Attachments:	GERC letter payment of balance fee PM KUSUM FLS tender 02 .pdf

Respected sir,

Please find the details for payment of balance amount of fees as per attached GERC letter no. GERC/legal/2024/no.0268 date 01.02.2024 for filing of Petition fees before GERC for adoption of tariff discovered under tariff based competitive bidding process conducted by DGVCL vide RfS No. DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-02, dtd.27/03/2023 for 02 Nos. of solar plant of 2 MW on 11 KV feeder through RESCO model, for solarization of various 11 KV feeders in DGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.

Balance Payable fees have been remitted through RTGS and details as under required in the Form-1

Form-1

Details for Payable fees remitted		
	Particulars	**Details**
1.	Name of the Petitioner /Applicant	Dakshin Gujarat Vij Company Limited (DGVCL)
2.	Address of the Petitioner /Applicant	DGVCL Regd. Office:"Urja Sadan", Corporate Office, Nana Varachha Road, Kapodara Char Rasta, Surat – 395006
3.	Petition No., If any.	
4.	Subject Matter	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 DGVCL vide RfS No. DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-02, dtd.27/03/2023 for 112 Nos of solar plants of total 212.0MW, through RESCO model, for solarization of various 11 KV feeders in DGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.
5.	Details of fee remitted	
a)	NEFT/RTGS No.	NEFT-BARBW24044906546-GUJARAT ELECTRICITY REGULATON.
b)	Date of remittance	13.02.2024
c)	Amount remitted	75000.00
e)	Bank name & Branch	Bank of Baroda, BHAGATALAO,SURAT

Led

G.E.R.C.
Inward No.: - 0758
Date: 15 FEB 2024

AO

Pl. accept the amt. of Rs. 75,000/- paid by DGVCL, subject to further verification by GERC (Fees, fines & charges) Regulations, 2005.

14/02/2024
AD(L)

14/2/24
SE+E

Regards,
Deputy Engineer
C&R Department
DGVCL

Letter No: DGCS/0127/03/2024 Dt: 04-03-2024

02486198
5/03/24
252

DAKSHIN GUJARAT VIJ COMPANY LTD.

CIN: U40102GJ2003SGC042909
Regd. & Corporate Office : " Urja Sadan ", Nana Varachha Road, Kapodra Char Rasta , Surat-395006.
Website: www.dgvcl.com email : acegerc.dgvcl@gebmail.com

Though Speed post/RPAD

To,

1) Mr. Vasava Ratanbhai Haribhai

Nishal Faliya, AT-Timala, PO Kantipada

Timala, Bharuch-393130

2) Mr. Vasava Bhavsing Naginbhai

2-222, Holi Faliya-1, Mauza 6,

Netrang, Bharuch-393130

Sub- Petition no 2338 of 2024 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 DGVCL vide RfS No. DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-02, dtd.27/03/2023 for 112 Nos of solar plants of total 212.0MW, through RESCO model, for solarization of various 11 KV feeders in DGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.

Ref:- 1. GERC letter no GERC/Legal/2024 no. 0452 date 19.02.2024 received on date 01.03.2024

In the above context, DGVCL has filed a petition to GERC under Section 63 read with 86(1) (b) and other applicable provisions of the Electricity Act, 2003, seeking the adoption of tariff discovered under the tariff-based competitive bidding process conducted by DGVCL via RfS No.DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-02, dtd. 27/03/2023, for adoption of tariff discovered under tariff based competitive bidding process conducted by DGVCL vides RfS No. DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-02, dtd.27/03/2023 for 112 Nos of solar plants of total 212.0 MW, through RESCO model, for solarization of various 11 KV feeders in DGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.

Accordingly, GERC has registered the Petition No. 2338 of 2024, vide reference letter No. 1 and also directed to provide a copy of the petition filed in GERC to the respondents. Copy of the petition with an annexure is enclosed herewith.

Thanking you
Encl.: As above

Yours faithfully,
Addl. Chief Engineer [C&R],DGVCL

Copy f.w.cs to:
The Secretary
Gujarat Electricity Regulatory Commission
6th Floor, GIFT One city,
Road 5C, Zone 5,
GIFT CITY, Gandhinagar 382355

Legal

Inward No.: -1225
Date: 11 MAR 2024

Ad(legal) / Ex(legal)
process
12/3/2024.

For kind perusal pl.
- Hon'ble chairman
- " Member
- " Member
- Secretary
12/3/24

Signature valid
Signed by Mr. BI[illegible] CHANDRA KUVARJI [illegible]
Additional [illegible] Engineer
Date: 2024.0[illegible] 18:07:27 +05:30

File No: DGCS/DSM/e-file/454/2024/0999/Demand Side Management
Approved By: Additional Chief Engineer,Commerce and Regulatory,I
Open the document in Adobe Acrobat DC to verify the E-sign

258

No - 0452

GERC/Legal/2024/No.
Date: 17.02.2024.

19 FEB 2024

R.P.A.D.

Gujarat Electricity Regulatory Commission
6th Floor, GIFT ONE, Road 5-C, Zone 5, GIFT CITY,
Gandhinagar-382 355, GUJARAT, INDIA.
Ph.: +91-79-2360 2000 Fax: +91-79-2360 2054/55
E-mail: gerc@gercin.org Website: www.gercin.org

To,
Dakshin Gujarat Vij Company Limited,
Corporate Office - "Urja Sadan",
Nana Varachha Road,
Kapodara Char Rasta, Surat - 395006.

Sub: Your Petition dated 23.01.2024, 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 DGVCL vide RfS No. DGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-02 dated 27.03.2023 for 112 Nos of solar plants of total 212.0 MW, through RESCO model, for solarisation of various 11 kV feeders in DGVCL for implantation of FLS (Feeder Level Solarisation) under PM KUSUM-C Scheme of Government of India.

With reference to your above petition dated 23.01.2024, you are informed that your aforesaid petition has been registered and numbered as Petition No. 2338 of 2024 and the date of hearing will be intimated to you in due course.

You are directed to provide a copy of Petition to the Respondents from the receipt of this letter and also file proof of service in this regard.

You are also directed to provide five copies of further submissions, if any, to the Commission, simultaneously with a direct copy to the Respondents to the Petition.

The Respondents are also directed to file the reply with a copy to the Petitioner, if any, within 10 days from the receipt of this letter otherwise it is deemed assume that the Respondents are not willing to file any further reply in this matter.

With Regards,

17/2/24

[Ranjeeth Kumar J., IAS]
Secretary
Gujarat Electricity Regulatory Commission
Gandhinagar, Gujarat

Copy to:

(1) Mr. Vasava Ratanbhai Haribhai
Nishal Faliya, AT- Timala, PO Kantipada,
Timala, Bharuch - 393130.

(2) Mr. Vasava Bhavsing Naginbhai
2-222, Holi Faliyu - 1, Mauza 6,
Netrang, Bharuch - 393130.

To
DE DSM/SK/24

4/3

1/3

S.E. (DSM)
S.E. (COM)
S.E. (CGKF)

to SE

Return to SE(DSM)

4/8