

**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 PGVCL vide RfS No. PGVCL/Project/ DSM/ PM-KUSUM-C-FLS/TN-10, dtd.29/02/2024 for 125 Nos of solar plants of total 276.0 MW, through RESCO model, for solarization of various 11 KV feeders in PGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.

PETITIONER

Paschim Gujarat Vij Co. Ltd., Rajkot

PETITIONER MOST RESPECTFULLY SUBMITS THAT

1. Preamble

- 1) The Government of Gujarat (hereinafter referred to as "GoG") has notified the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003 (herein after called as "Act") in May 2003 for the reorganization of the entire power sector in the State of Gujarat.
- 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. PGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-10 dated

29/02/2024.

2. SUBMISSION: -

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

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

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

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

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

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

- (a) Under the scheme, agriculture feeders already segregated or feeders having major agriculture load, may be solarized using installation of grid connected solar power plant to cater the annual power requirement of feeder(s).
- (b) The requirements of total annual power for an agriculture feeder will be assessed and a solar power plant of capacity that can cater to the requirement of annual power for that agriculture feeder can be installed either through CAPEX mode / RESCO mode, which will supply solar power to those feeders.
- (c) Feeder level solar power plant may be installed to cater to the requirement of power for a single feeder or multiple agriculture feeders emanating from a Distribution Sub-Station (DSS) to feed power at 11 KV or at the higher voltage level side of the DSS depending upon the factors like availability of land, technical feasibility etc. and there is no cap of the capacity of solar power plant for feeder level solarization.
- (d) As per the guidelines, the cost of solar plant is benchmarked at Rs. 3.5 Crore/MW for the purpose of providing Capital Financial Assistance (CFA) of Rs. 1.05 Crore/MW. Under the scheme, solarization of agricultural 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.
- (f) Subsequently, the Ministry of New and Renewable Energy (MNRE), Government of India, vide Office Memorandum No. 32/645/2017- SPV Division, dated 17-1-24 has issued comprehensive guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyan (PM-KUSUM) Scheme.

F (i):- PM-KUSUM-C FLS scheme – Progress so far for tenders TN-3 to Tn-8

Under the scheme, initially the MNRE, Government of India, vide letter 32/54/2018-SPV Division dated 18 May, 2022 has sanctioned the 39,332 nos. of quantity as well as vide letter 32/54/2018-SPV Division dated 05 August, 2022 has sanctioned the 2,60,668 nos. of quantity of existing agriculture pump-sets for state owned DISCOMs of GUVNL (Gujarat Urja Vikas Nigam Limited) to be solarized. Subsequent to this, GUVNL, vide letter dated 21st June, 2022 has conveyed allocation of 1,82,500 no of Ag.pumpsets to PGVCL and then after GUVNL vide letter dated 21st Sep-2023 has re-allocated these 1,82,500 nos of Ag.pumpsets with revised allocation to PGVCL with 2,28,612 Ag.pumpsets to invite tariff based competitive bid for various solar power plants under 66 KV sub-stations.

For this allocation of 2,28,612 Ag. pumpsets, the 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 PGVCL was filed earlier before hon'ble GERC vide 2252 of 2023 (Tender no.TN-08) and 2253 of 2023 (Tender no.TN-3 to TN-7), in respect of accepted Lol, for which ORDER was received on dtd.20th DEC-2023. Accordingly, as per the approval, PGVCL had issued LoA and executed the PPA.

Summary of LoA issued and PPA are as under:-

S r N o	Petitio n No	Tend er no	Approval (order) received from hon'ble GERC dtd.20-12-2023		LoA issued by the petitioner		LoA Accepted by the bidders		PPA Signed by the petitioner	
			Nos of bids (Project s)	Aggreg ate MW Capacit y	Nos of bids (Project s)	Aggreg ate MW Capacit y	Nos of bids (Proje cts)	Aggreg ate MW Capacit y	Nos of bids (Proje cts)	Aggreg ate MW Capacit y
1	2252 of 2023	TN-08	134	379.0	134	379.0	132	376.0	132	376.0
2	2253 of 2023	TN-03 to TN- 07	36	100.242	36	100.242	36	100.242	36	100.242
Total			170	479.242	170	479.242	168	476.242	168	476.242

In respect of petition 2252 of 2023, 2 nos of LoA not accepted by the respective bidders and therefore EMD was forfeited by the petitioner as per the terms and condition of tender.

The MNRE, vide order dtd.21-8-2024, extended validity of the sanctions order dtd.18-5-22 and dtd.05-8-22 from 21-8-2024 to dtd.31-12-2025 for both the orders

f(ii) PM-KUSUM-C FLS scheme – Progress after tenders TN-3 to Tn-8:

Subsequently, under the scheme, the MNRE, Government of India, vide letter 32/54/2018-SPV Division-Part (1) dated 15th Sep, 2023 has sanctioned additional 1,25,000 nos. of Ag. pumpsets to Gujarat state, i.e. state owned DISCOMs of GUVNL (Gujarat Urja Vikas Nigam Limited), and based on that GUVNL vide letter no. GUVNL / Tech/ Solar Cell / PM KUSUM-C / FLS/ 1567, Dtd.26-09-2023 allocated 1,19,000 Ag. pumpsets to PGVCL and also authorized PGVCL to invite the RFS to select SPG in line with the procedure followed / adopted in last tender. GUVNL vide letter GUVNL/Tech/ Solar cell / PM KUSUM-C / FLS / 498, dtd.2-4-2024 re-allocated this sanction from 1,19,000 to 1,15,984 for PGVCL.

For above allocation of 1,15,984 Ag.pumpsets (earlier 1,19,000 Ag.pumpsets), the tariff petition vide 2355 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 PGVCL was filed earlier before hon'ble GERC, in respect of accepted Lol, for which ORDER is awaited.

f(iii) Thereafter, the MNRE, Government of India, vide letter 32/54/2018-SPV Division-Part (1) dated 20-12-2023 has sanctioned additional 2,00,000 nos. of Ag. pumpsets to Gujarat state, i.e. state owned DISCOMs of GUVNL (Gujarat Urja Vikas Nigam Limited), and based on that GUVNL has allocated vide letter GUVNL / Tech/ Solar Cell / PM KUSUM-C / FLS/ 118, Dtd.23-01-2024 of 1,30,000 Ag. pumpsets to PGVCL and authorized PGVCL to invite the RFS to select SPG in line with the procedure followed / adopted in last tender.

The scheme guideline and its amendments are enclosed herewith as **Annexure- B (Colly.)**

- 2.2 On the basis of above guideline and allocation, the petitioner has invited RFS (Request for Selection) tender TN-10 for setting up of solar power projects under RESCO model.

Brief of the RFS tender TN-10 is as under: -

- (a) Petitioner conducted the tendering process and invited bids vide RfS No. PGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-10, dtd.29/02/2024 through public notice in three national newspapers for design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended beyond 25 years by both the parties on mutual agreement) from COD of grid connected feeder level solar power plants, its associated 11 KV line to connect the plant with concerned sub-station and RMS (Remote Monitoring System) of solar power plant through RESCO model for solarization

of various 11 KV feeders of 66 KV substation in PGVCL area as per MNRE guideline (as e-mail) under PM-KUSUM scheme Component-C (Feeder Level Solarization) dated 10/02/2022 and its amendments received time to time. ✓

Further, PGVCL has issued public notice in three National newspaper as under;

Sr No	RFS No	Date of Notice in Newspaper	Name of News papers
1	TN-10	02-03-2024	Hindustan Times
2	TN-10	02-03-2024	Mint
3	TN-10	02-03-2024	Sandesh

The Copies of the public notices of the tender are attached herewith at **Annexure-C (Colly.)** and MNRE guideline (as e-mail) at **Annexure – D (Colly.)**

List of solar power plants with detail of name of sub-station, nos of Ag. feeders, plant capacity in MW is published in RFS as per MNRE guidelines. ✓
Summary of plants published under TN-10 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	192	907	1,65,185	355.5

(b) **Salient feature of the tender TN-10:**

1	Solar PV Plant technology	1) All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells. 2) Further, the balance of system should also be manufactured indigenously. The vendor must declare the list of imported components used in the solarisation system. 3) MNRE will draw up a list of approved models and manufacturers after carrying the quality checks. When such a list is prepared only that equipment shall be allowed which is within the approved list. 4) To ensure the quality, inspection shall be carried out of the solar modules, inverter/controller, MMS, etc., during the installation of system and final commissioning of the system. Officers involved in inspection should be domain experts, properly trained and equipped with necessary tools for inspection. The SIA may engage a third-party inspection agency for this purpose. As per above, it will be mandatory to use
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		domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only. Further, the following clarifications are issued by MNRE:- Solar PV cell: MNRE, vide Order dated 29-01-2024, has confirmed that the provision of requirement of indigenous solar cells (DCR) under component C (FLS) of the PM KUSUM scheme has already been relaxed till 31.03.2024. Subsequently, MNRE vide OM dated 14-02-2024 has clarified that the DCR exemption would be valid for all those Letter of Awards which have been issued on or before 31.03.2024. Solar PV Module and ALMM requirement: 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. As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, 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, which is being re-imposed with effect from 1st April,2024 vide OM no.283/16/2023-GRID SOLAR, dtd.09-2-24, subsequently, MNRE, vide OM dtd 15-02-2024, has conveyed that the O.M. of even no. dated 9th February, 2024) on the subject issue, is hereby held in abeyance till further orders. However, Order/OM/clarifications issued/ to be issued by MNRE in this regard from time to time shall 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 PGVCL 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 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 / minCUF	19% (fixed i.e. no deration permitted) CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a 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	As per the new comprehensive guideline of the MNRE issued vide OM dated 17-01-2024, Following conditions is mentioned related to CFA :- a) Condition no. 6.4.3. (ii) The cost of installation of solar power plant for the purpose of CFA, will be

		notified by MNRE from time to time. The eligible CFA would be 30% of the cost of installation of the solar power plant of capacity. b) condition no. 6.4.5 (vii) The developer will get CFA @ 30% of the estimated cost of installation of solar power plant Thereafter, MNRE vide Order dtd 29-01-2024, MNRE has clarified that, the prevailing CFA under KUSUM Component –C FLS, i.e. Rs. 1.05 Cr./MW FOR General state would be valid till any update is announced by MNRE. Subsequently, MNRE vide OM dtd 14-02-2024 it is clarified that CFA of Rs. 1.05 Cr./MW would be valid for all those LOAs, till any further update is announced by MNRE. Bidders are informed to take note of the above new comprehensive guideline and subsequent amendments issued by MNRE for the feeder level solarization under component C of PM KUSUM Scheme while quoting the tariff rate in the bid. The conditions issued by MNRE time to time shall be applicable to the bidder. Under the RESCO mode, As per the MNRE Office Memorandum dtd.1-03-2024, Under the RESCO mode, the CFA will be released in three instalments as follows: - First release of 30% of the eligible CFA shall be released on completion of 30% of the total work. - Second release of 30% of the eligible CFA shall be release on completion of 75% of the total work; and - Final release of 40% of the eligible CFA shall be released on the successful completion of the project. Further, Final instalment of 40% as per para iii. above shall be released through DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE. Also, vide OM 32/54/2018-SPV Division – Part (2) dtd 5.4.2024, MNRE have notified the detailed milestones for release of CFA under component C (FLS) of Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM KUSUM), which is as under; 30 % of CFA as First Instalment: ➤ Milestone Achieved : 30% of work ➤ Activities to be completed by the project Developer : i) Letter of Award and signing of PPA by Project
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		Developer with respective DISCOM ii) Signing of EPC contract and releasing of advance to EPC contractor iii) Encumbrance free land available for project with either copy of land record with developer ownership or copy of lease agreement iv) Bay allocation letter received from DISCOM v) ESCROW agreement, if financial assistance is obtained from FI/Banks. vi) GST invoices of solar module inverters and transformer. vii) Financial closure of the project viii) 50% completion of preliminary civil work including foundation for module mounting structure etc. ➤ Release Mechanism : The 30% CFA would be release to DISCOMs on submission of documents duly verified and signed by DISCOMs The DISCOM shall transfer the CFA to the RPG/ Developer. 30% of CFA as Second Instalment: ➤ Milestone Achieved : 75% of work ➤ Activities to be completed by the project Developer : i) Completion of preliminary civil work including foundation for module mounting structure etc. ii) Receipt of Solar PV Module and solar inverters, at the project site. iii) 75% completion of installation work of solar PV modules. ➤ Release Mechanism : The Second Instalment would be released to the DISCOM The DISCOM would transfer the funds to lender/financier in case the project is under financing, otherwise release to RPG/ Developer. 40% of CFA Final Instalment: ➤ Milestone Achieved: 100% of work ➤ Activities to be completed by the project Developer: i) Instalment of 25% shall be release through DISCOM on completion of the plant commissioning. ii) 15% on successful performance of the solar plants for two months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. ➤ Release Mechanism: The Final Instalment would be released to the DISCOM.
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		The DISCOM would transfer the funds to lender/ Financier in case the project is under financing, otherwise release to RPG/ Developer. SPG shall give an undertaking that he shall not sell power to any other party / buyer except the PGVCL 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 PGVCL. 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	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 PGVCL by the successful bidder upon issuance of Letter of Award by PGVCL 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 30 days from the date of issue of LoA.
15	MNRE Sanction & Validity & GUVNL Sanction & Validity	MNRE order vide 32/54/2018-SPV Division-Part(1), dtd.20-12-2023 has allocated 2,00,000 Ag.pumpsets to state owned DISCOMs of GUVNL and validity of this sanction is up to dtd.19-12-2025 i.e. 2 years from date of this sanction. and based on that GUVNL has allocated vide letter GUVNL / Tech/ Solar Cell / PM KUSUM-C / FLS/ 118, Dtd.23-01-2024 of 1,30,000 Ag. pumpsets to PGVCL and further added that, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side.
16	Scheduled Commercial Operation Date	Within 12 months from date of issuance of LoA OR dtd.19-12-2025 whichever is earlier. However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side.
17	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
18	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
19	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.
20	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.
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Project milestones and timelines:

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
<i>Petition will be filed by PGVCL before GERC for adoption of tariff discovered under e-reverse bidding process</i>		
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	T2 + 7 days
5	submission of Performance Bank Guarantee by successful Bidder	T2 + 15 days
6	Signing of PPA between selected bidder (SPG) and PGVCL	T2+30 Days
7	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	T2+ 12 Months OR dtd.19-12-2025, whichever is earlier However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side
8	Operation and maintenance of power plant and associated 11kV line	25 years from COD (unless extended by both the parties on mutual agreement)

- (c) The basis of evaluation of the bids shall be the fixed tariff for 25 years in Rs. Per kWh quoted in the Price Schedule. It is further clarified 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

- (d) The tender documents (RFS and PPA) of above mentioned tender were published on the website of the petitioner for downloading the copy of the tender documents for participation in e-bidding procedure including e-reverse auction. Further, a pre-bid meeting was held at PGVCL, Corporate office, Rajkot, on dated 07-03-2024 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. All the tender documents of PGVCL including Amendments are annexed herewith as **Annexure-E (Colly)**.
- (e) As per published tender, the last date of bid submission was 22.03.24, scheduled date of EMD opening was 26.03.24, scheduled date of opening of technical bid was 01.04.24 and scheduled date of opening of price bid was 06.04.24.

Amendments for time limit extension and clauses were given as under;

- 1) Amendment-1 was published on Dtd.16.03.24 regarding CFA clause updation as amended by the MNRE.
- 2) Amendment-2 was published on Dtd.22.03.24 and as per Amendment-2, Last date of submission of bid was dtd.30-03-2024. Scheduled date of opening of EMD opening was dtd.01-04-2024. Scheduled date of opening of Technical stage was dtd.06-04-2024. Scheduled date of opening of price bid was dtd.15-04-2024
- 3) Amendment-3 was published on dtd.27-03-2024 and as per Amendment-3, Last date of submission of bid was dtd.06-04-2024. Scheduled date of opening of EMD opening was dtd.08-04-2024. Scheduled date of opening of Technical stage was dtd.18-04-2024. Scheduled date of opening of price bid was dtd.22-04-2024
- 4) Amendment-4 was published on dtd.06-04-2024 and as per Amendment-4, Last date of submission of bid was dtd.15-04-2024. Scheduled date of opening of EMD opening was dtd.16-04-2024. Scheduled date of opening of Technical stage was dtd.24-04-2024. Scheduled date of opening of price bid was dtd.29-04-2024
- 5) Amendment-5 was published on dtd.15-04-2024 and as per Amendment-5, Last date of submission of bid was dtd.29-04-2024. Scheduled date of opening of EMD opening was dtd.30-04-2024. Scheduled date of opening of Technical stage was dtd.08-05-2024. Scheduled date of opening of price bid was dtd.13-05-2024. Other clauses related to timeline of commissioning and CFA related clauses were Amended as per guidelines as amended by the MNRE.
- 6) Amendment-6 was published on dtd.26-04-2024 and as per Amendment-6, Last date of submission of bid was dtd.13-05-2024. Scheduled date of opening of EMD opening was dtd.14-05-2024. Scheduled date of opening of Technical stage was dtd.21-05-2024. Scheduled date of opening of price bid was dtd.27-05-2024. Other clauses related to timeline of commissioning were Amended as per guideline as amended by the MNRE.
- 7) Amendment-7 was published on dtd.09-05-2024 and as per Amendment-7, Last date of submission of bid was dtd.20-05-2024. Scheduled date of opening of EMD opening was dtd.21-05-2024. Scheduled date of opening of Technical stage was dtd.29-05-2024. Scheduled date of opening of price bid was dtd.05-06-2024.

The stage wise evaluation of tender TN-10:

1) Prelim Stage :

- Opening of online EMD and Tender fee stage was done on Dt.21-05-2024.
- On evaluation of Online and physical documents submission by the bidders of 665 bids were received out of which, 662 Nos. of bids from 229 bidders of 138 nos of plants were qualified for next stage of technical evaluation.
- 1 bid was not qualified due to EMD not paid & 2 bids of merged for plant number:-PG-FLS-TN10-41 and PG-FLS-TN10-48.
- The detailed evaluation bid-committee report of prelim stage is attached as an **Annexure-F (Colly)**.

2) Technical Stage :

- Opening of Technical stage was done on Dt.19-06-2024.
- On evaluation of qualification criteria of Positive net worth of various bidders of 662 bids from 229 bidders, all 662 bids from 229 bidders of 138 nos of plants were qualified for next stage of price bid evaluation.
- The detailed evaluation bid-committee report of Technical stage is attached as an **Annexure-G (Colly)**.

3) Price bid Stage :

- Opening of Price bid stage was done on Dt.11-07-2024.
- The Price bid were opened for eligible 662 bids from 229 bidders of 138 nos of plants and after financial evaluation considering provision of disqualification of H1 bidder criteria, there are 616 bids from 221 bidders of 138 nos of plants are qualified for further tender process.
- 46 bids were not qualified as per H1 bidder criteria of tender.
- The detailed evaluation bid-committee report of Price bid stage with plant wise online quoted price by bidders is attached as an **Annexure-H (Colly)**.

The summary of above evaluation stages are as under;

Stage of evaluation	Solar Plants	Ag. Feeders	Aggregate notified capacity MW	Eligible Bidders	Eligible Bids	Remarks
Tender	192	907	355.5	-	-	-
Bids received	140	730	303.0	229	665	Based on Form-3
Preliminary bid	138	725	301.5	229	662	1 bid non-responsive due to EMD not paid & 2 bids merged for plant 48 and 41.
Technical bid	138	725	301.5	229	662	-
Price bid	138	725	301.5	229	662	Price bids opened

4) E-reverse auction Stage :

- Out of 616 bids eligible for further tender process, there are 31 plants (total 31 bids) for which single bid were received and there are 107 plants for which more than one bid (total 585 bids) were received.
- In respect of 107 plants having 585 bids, the e-reverse auction was done on Dtd.16-7-24, Dtd.18-7-24 and Dtd.19-7-24.
- The detailed committee evaluation report of E-reverse auction stage at the end of completion of e-reverse auction with e-reverse auction quoted price by bidders are attached as an **Annexure-I (Colly)**.

5) Lol (Letter of Intent) Stage :

- After completion of e-reverse auction, the matter was put up before the PGVCL's competent authority for further course of action i.e. issue of counter offer / Lol to the eligible bidders and as per approval of the PGVCL competent authority, the matter was put up before the PGVCL's 163rd Board meeting on dtd.29-7-2024.
- The Board of PGVCL, vide Board Resolution 163.27.2493, dtd.20-08-2024 has resolved that,

"RESOLVED THAT, approval be and is hereby accorded for placing of Lols to various bidders in various plants and for filing of petition before the Hon'ble GERC for adoption and approval of the tariff at the earliest, as under:-

- 1) *To issue Lol for the Solar plants Substations against which the tariff is received up to Rs. 3/- per unit.*
- 2) *To issue Lol to e-reverse auction L-1 bidders of 107 plants having more than one bid, at the rate of e-reverse auction L-1 rate of the plant OR Rs.3/- per unit , whichever is less.*
- 3) *To issue counter offer to other than "e-reverse auction L-1 bidders" of 107 plants having more than one bid, at the rate of "e-reverse auction L1 bidder's rate" of the plant OR the Rs. 3/- per unit, whichever is less for the remaining capacity in the bucket of the respective bid. On receipt of confirmation of acceptance of counter offered price, we may issue Lol as per the bucket filling mechanism till the notified capacity of the plants is exhausted as per RFS.*
- 4) *To issue Lol to bidders of 31 plants having single bid, at the offered rate OR Rs. 3/- per Unit, whichever is less. And for the remaining such plant where, Rate is higher than Rs 3/-, Consent to be asked by counter offer of Rs.3/- per unit.*

RESOLVED FURTHER THAT, the managing director of the company be and is hereby authorized to make necessary changes/ approval/ modifications/ amendments etc.as may be required for procurement of power under current tender.

RESOLVED FURTHER THAT, the CE(Project) is authorized to issue the Lols & LoAs and sign the PPAs after approval of adoption of tariff by the Hon'ble commission."

- Accordingly, PGVCL have proceeded for issuance of counter offer / Lol to eligible 616 nos of bids (31-Single bids + 585- Bucket bids) in phased manner in respect of 138 nos of plants as per bucket filling mechanism from dtd.21-8-24 to 11-9-24. The summary of counter offer and Lol issued are as under;

Summary of counter-offer and Lol issued :-

Sr No	Date of counter offer / Lol	Issue / Accepted	Counter offer			Letter of Intent (Lol)			Total (Counter offer + Lol)		
			Sing le Bids	Bucke t bids	Total bids	Single Bids	Bucke t bids	Total bids	Single Bids	Bucke t bids	Total bids
			Nos	Nos	Nos	Nos	Nos	Nos	Nos	Nos	Nos
1	21/08/24	Issued	28	18	46	3	95	98	31	113	144
		Accepted	20	13	33	3	90	93	23	103	126
2	30/08/24	Issued		12	12	20	12	32	20	24	44
		Accepted		2	2	20	12	32	20	14	34
3	04/09/24	Issued		37	37		2	2		39	39
		Accepted		1	1		2	2		3	3
4	11/09/24	Issued					2	2		2	2
		Accepted					2	2		2	2
Total		Issued	28	67	95	23	111	134			
		Accepted	20	16	36	23	106	129			
		Not Accepted	8	51	59	0	5	5			
Remark: EMD encashment is in process for Lol not accepted 5 bids.											

Overall Position of eligible Price bids :-

Status of the bids	Bids (Nos.)
Lol Accepted	129
Lol Not accepted	5
Counter offer not accepted	59
Bucket capacity over	423
Total	616

- As above, as per the approval of PGVCL's Board, PGVCL has issued counter offer and Letter of Intent (Lol) in phased manner and out of total 134 nos of bids for which Lols were issued, bidders of total 129 bids (of 125 nos of plants) have accepted the Lol accepted.
- The detailed evaluation committee report of Lol issuance / response from various bidders with copy of Lol issuance / Acceptance for 129 nos of Lol

accepted bids are attached as an Annexure-J (Colly).

The summary of Rate slab at the end of e-reverse auction and after acceptance of Lol is as under;

TN-10 Tender									
PM-KUSUM-C-FLS									
Sr.No	Rate Slab(Rs./KWH)	Single bid plants	Bids	MW	Multiple bid plants After e-reverse auction	Bids	MW	Total	Accepted Lol
1	From 1.89 up to 2.00				4		6.0	4	
2	Above 2.00 up to 2.10				1		4.0	1	
3	Above 2.10 up to 2.20				19		39.5	19	11
4	Above 2.20 up to 2.30				29		44.5	29	11
5	Above 2.30 up to 2.40				40		44.5	40	15
6	Above 2.40 up to 2.50				47		34.0	47	16
7	Above 2.50 up to 2.60				45		15.5	45	8
8	Above 2.60 up to 2.70				54		15.0	54	6
9	Above 2.70 up to 2.80	2	6.5	70	21.0	72	27.5	15	27.5
10	Above 2.80 up to 2.90			36	7.0	36	7.0	6	7.0
11	Above 2.90 up to 3.00	1	1.5	47	9.5	48	11.0	41	56.5
Total up to 3.00 :		3	8.0	392	240.5	395	248.5	129	276.0
12	Above 3.00 up to 3.10	10	16.0	54	4.5	64	20.5		
13	Above 3.10 up to 3.20	3	6.0	28	6.5	31	12.5		
14	Above 3.20 up to 3.30	1	1.5	28	0.5	29	2.0		
15	Above 3.30 up to 3.40	4	8.5	17	0.5	21	9.0		
16	Above 3.40 up to 3.50	2	2.0	27	0.5	29	2.5		
17	Above 3.50 up to 4.00	3	3.5	25	0.0	28	3.5		
18	Above 4.00 up to 5.50	5	2.5	14	0.5	19	3.0		
Total Above Rs.3.00 :		28	40.0	193	13.0	221	53.0		
Grand Total		31	48.0	585	253.5	616	301.5	129	276.0

The rate wise (Rs./KWH) summary of Lol Accepted bids & MW capacity thereof at the end of e-reverse auction and after the acceptance of Lol under TN-10 Tender is as under;

Sr No	Accepted Rate by bidders (Rs.per unit)	Nos of bids, Accepted by bidders for which Lol at accepted rate	Aggregate MW capacity, bidders at accepted rate
1	2.13	1	0.5
2	2.15	3	3.0
3	2.18	1	7.0
4	2.19	2	7.5
5	2.20	4	17.0
6	2.23	3	15.5

Sr No	Accepted Rate by bidders (Rs.per unit)	Nos of bids, for which LoI Accepted by bidders at accepted rate	Aggregate MW capacity, for which LoI Accepted by bidders at accepted rate
7	2.24	2	7.5
8	2.25	1	6.0
9	2.26	1	2.5
10	2.27	1	3.0
11	2.29	1	4.0
12	2.30	2	6.0
13	2.31	2	7.5
14	2.32	1	1.0
15	2.33	3	10.5
16	2.35	1	3.0
17	2.36	3	3.0
18	2.37	1	4.0
19	2.39	2	9.0
20	2.40	2	5.0
21	2.41	2	1.5
22	2.43	3	6.5
23	2.45	2	4.5
24	2.46	1	0.5
25	2.48	1	6.5
26	2.49	3	6.5
27	2.50	4	8.0
28	2.53	1	1.5
29	2.54	2	3.5
30	2.55	1	1.5
31	2.57	2	5.0
32	2.58	1	1.0
33	2.60	1	3.0
34	2.62	1	1.5
35	2.63	1	2.5
36	2.64	3	8.5
37	2.67	1	0.5
38	2.71	1	2.5
39	2.73	3	3.5
40	2.74	1	0.5
41	2.75	1	1.0
42	2.76	1	3.5
43	2.77	1	4.0
44	2.78	4	9.5
45	2.79	1	1.0
46	2.80	2	2.0
47	2.83	2	2.5
48	2.84	2	2.5
49	2.88	1	1.0
50	2.89	1	1.0
51	2.92	1	0.5
52	2.93	1	1.0
53	2.94	1	0.5
54	2.95	1	1.0

Sr No	Accepted Rate by bidders (Rs.per unit)	Nos of bids, for which Lol Accepted by bidders at accepted rate	Aggregate MW capacity, for which Lol Accepted by bidders at accepted rate
55	2.97	1	0.5
56	2.98	1	1.5
57	2.99	3	4.0
58	3.00	32	47.5
Total		129	276.0

The District wise status of plants, Aggregate MW capacity and response for Tender published, Participation received and Lol Accepted bidders are as under;

Sr No	District	Tender TN-10 Published		Participation received			Lol Acceptance		
		Nos of plants	Aggregate Notified solar capacity in MW	Nos of plants	Nos of Bids	Aggregate solar capacity in MW	Nos of plants	Nos of Bids	Aggregate solar capacity in MW
1	AMRELI	11	15.5	10	62	15.0	9	10	13.0
2	Bhavnagar	24	55.0	22	164	53.0	20	21	48.5
3	Botad	8	16.0	8	72	16.0	8	10	16.0
4	Devbhumi Dwarka	5	9.5	4	9	8.5	4	4	8.5
5	GIR SOMNATH	17	61.0	15	59	55.5	15	15	55.5
6	JAMANAGAR	20	31.0	13	57	24.0	10	10	17.0
7	JUNAGADH	35	65.5	23	101	54.0	22	22	53.5
8	KUTCH	3	2.0	3	8	2.0	3	3	2.0
9	Morbi	13	11.5	5	10	5.0	4	4	4.5
10	PORBANDAR	18	28.0	11	23	22.0	10	10	21.5
11	RAJKOT	34	56.5	22	87	44.0	16	16	32.0
12	SURENDRANAGAR	4	4.0	4	13	4.0	4	4	4.0
Total		192	355.5	140	665	303.0	125	129	276.0

- (f) The plant wise position of quoted tariff, tariff rate after e-reverse auction and final tariff rate accepted by the respective bidder for the plant as per accepted Lol by respective bidder are as under:

Sr No	Plant number (PG-FLS-TN10-)	Name of SS	Bidder Name	Notified Capacity of SS in MW	Offered plant Capacity by the bidder (MW)	Quoted Fixed Tariff by bidder (Rs./kwh)	e-RA Quoted Tariff (Rs./kwh)	Tariff after eRA (Rs./kwh)	Bidder Rank after e-RA	Lol Accepted by bidders	
										Rate (Rs./kwh)	MW Capacity
A	B	C	D	E	F	G	H	I	J	K	L
1	3	66 KV MANDAVA (KHAMBHALIYA) SS	Uratom solar (India) Pvt. Ltd	0.5	0.5	3.48		3.48	Single Bid	3.00	0.5

Sr No	Plant number (PG-FLS-TN10-)	Name of SS	Bidder Name	Notified Capacity of SS in MW	Offered plant Capacity by the bidder (MW)	Quoted Fixed Tariff by bidder (Rs./kwh)	e-RA Quoted Tariff (Rs./kwh)	Tariff after eRA (Rs./kwh)	Bidder Rank after e-RA	Lot Accepted by bidders	
										Rate (Rs./kwh)	MW Capacity
2	5	66 KV JAMVADI S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	2.5	2.5	2.78		2.78	Single Bid	2.78	2.5
3	6	66 K.V. ARAMTIMBADI S/S	RAYCAL POWER INFRA PRIVATE LIMITED	1.5	1.5	3.05	2.55	2.55	RL1	2.55	1.5
4	7	66 KV JETALSAR S/S	RAYCAL POWER INFRA PRIVATE LIMITED	0.5	0.5	3.05		3.05	Single Bid	3.00	0.5
5	8	66 KV CHHODAVADI S/S	RAYNEX POWER SOLUTION PRIVATE LIMITED	1.0	1.0	3.80		3.80	Single Bid	3.00	1.0
6	9	66 KV BARWALA SS	RAYNEX POWER SOLUTION PRIVATE LIMITED	1.0	1.0	3.80	2.49	2.49	RL1	2.49	1.0
7	10	MEKHA TIMBDI	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.5	3.5	2.78	2.57	2.57	RL1	2.57	3.5
8	11	66 KV ISHWARIYA S/S	RAYNEX POWER SOLUTION PRIVATE LIMITED	1.5	1.5	3.80		3.80	Single Bid	3.00	1.5
9	12	66 KV JUNIDHARI GUNDALI S/S	WINDSON GLOBAL PRIVATE LIMITED	0.5	0.5	3.40	3.39	3.39	RL1	3.00	0.5
10	14	66 KV MOTI MONPARI S/S	RAYNEX POWER SOLUTION PRIVATE LIMITED	1.0	1.0	3.80	2.80	2.80	RL1	2.80	1.0
11	15	66 KV SARSAI SS	vinod construction	1.0	1.0	3.50	2.36	2.36	RL1	2.36	1.0
12	16	66KV ALAMPAR	DAVE DADA FOODS	1.5	1.5	3.25	2.54	2.54	RL1	2.54	1.5
13	17	66 KV VADIA	ONIX TRANS ENERGY PRIVATE LIMITED	3.5	3.5	3.09	2.20	2.20	RL1	2.20	3.5
14	18	66 KV NAVA UJLA S/S	STUTIBEN RANDEEPSINH WALA	0.5	0.5	3.16	2.97	2.97	RL1	2.97	0.5
15	19	66 K.V. AMRAPAR S/S	BHUVA KALPESHBHAI PRAVINBHAI	1.5	1.5	3.15	2.53	2.53	RL1	2.53	1.5
16	20	66 KV SURYAPRATAPG ADH	STUTIBEN RANDEEPSINH WALA	0.5	0.5	3.16	3.15	3.15	RL1	3.00	0.5
17	21	66 KV CHAKKARGADH S/	BHUVA KALPESHBHAI PRAVINBHAI	1.0	1.0	3.15	2.78	2.78	RL1	2.78	1.0
18	22	66 KV CHARKHADIYA	Diyora shardaben pragjibhai	0.5	0.5	3.45	2.73	2.73	RL1	2.73	0.5
19	23	66 KV DEWALA S/S	ACHARYA HINABEN HITESHBHAI	0.5	0.5	3.06	3.02	3.02	RL1	3.00	0.5
20	27	66 KV SHEKH PIPARIYA	HILTON INFOTECH	1.0	1.0	3.04	2.50	2.50	RL1	2.50	1.0

Sr No	Plant number (PG-FLS-TN10-)	Name of SS	Bidder Name	Notified Capacity of SS in MW	Offered plant Capacity by the bidder (MW)	Quoted Fixed Tariff by bidder (Rs./kwh)	e-RA Quoted Tariff (Rs./kwh)	Tariff after eRA (Rs./kwh)	Bidder Rank after e-RA	LoI Accepted by bidders	
										Rate (Rs./kwh)	MW Capacity
21	28	66 KV NANI MAU	KACHCHH GREEN ENERGY LLP	0.5	0.5	3.10	2.67	2.67	RL1	2.67	0.5
22	29	66 KV VADHERA	JAY MATAJI CONSTRUCTION	1.5	1.0	3.45	2.41	2.41	RL1	2.41	1.0
			BHIMBHAI RANUBHAI KHUMAN	1.5	1.5	3.10	2.60	2.60	RL3	2.41	0.5
23	30	66KV RANPUR	DHANLAXMI AUTOMOBILES	3.0	1.0	3.35	2.15	2.15	RL1	2.15	1.0
			MOVIL RUBTECH INDIA LLP	3.0	1.0	3.34	2.16	2.16	RL2	2.15	1.0
			SHREE DHANLAXMI AUTO	3.0	1.0	3.26	2.17	2.17	RL3	2.15	1.0
24	31	66 KV SAYLA S/S	POWERTRAC INDUSTRIES LIMITED	2.5	2.5	3.00	2.19	2.19	RL1	2.19	2.5
25	32	66 KV UPLETA S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.5	3.5	2.78	2.64	2.64	RL1	2.64	3.5
26	33	66 KV CHOKADI SS	SUNTRAC SOLAR	0.5	0.5	3.00	2.13	2.13	RL1	2.13	0.5
27	34	66 KV VASTADI S/S	POWERTRAC INDUSTRIES LIMITED	0.5	0.5	3.00	2.99	2.99	RL1	2.99	0.5
28	35	66 KV CHACHKA SS	POWERTRAC INDUSTRIES LIMITED	0.5	0.5	2.99	2.74	2.74	RL1	2.74	0.5
29	37	66 kv Gariyadhar	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	6.5	6.5	2.78	2.20	2.20	RL1	2.20	6.5
30	38	66KV SUVAI	BHIMANI ENTERPRISE	0.5	0.5	4.50	2.46	2.46	RL1	2.46	0.5
31	40	Sindhavadar	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	1.5	1.5	3.19		3.19	Single Bid	3.00	1.5
32	41	66 KV MANDAVI SS	D D ENTERPRICE	4.0	4.0	3.25	2.24	2.24	RL1	2.24	4.0
33	42	66 KV BAGVADAR S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78	2.49	2.49	RL1	2.49	4.0
34	43	66 KV ADVANA S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.0	3.0	2.78	2.43	2.43	RL1	2.43	3.0
35	44	66KV Lalparda	OPERA-INFRASTRUCTURES LLP	1.5	1.5	2.99	2.98	2.98	RL1	2.98	1.5
36	45	SHINGDA	ONIX TRANS ENERGY PRIVATE LIMITED	3.0	3.0	3.08	2.20	2.20	RL1	2.20	3.0
37	46	66 KV Belampar	DAVE DADA FOODS	1.0	1.0	3.25	2.73	2.73	RL1	2.73	1.0
38	47	66 Kv Dungarpar	KIRITBHAI MOHANBHAI CHAUHAN	1.5	1.0	3.45	2.32	2.32	RL1	2.32	1.0

Sr No	Plant number (PG-FLS-TN10-)	Name of SS	Bidder Name	Notified Capacity of SS in MW	Offered plant Capacity by the bidder (MW)	Quoted Fixed Tariff by bidder (Rs./kwh)	e-RA Quoted Tariff (Rs./kwh)	Tariff after eRA (Rs./kwh)	Bidder Rank after e-RA	LoI Accepted by bidders	
										Rate (Rs./kwh)	MW Capacity
39	48	66KV ROJMAL	POWERTRAC INDUSTRIES LIMITED	5.0	5.0	3.25	2.19	2.19	RL1	2.19	5.0
40	49	66KV BHIMDAD	POWERTRAC INDUSTRIES LIMITED	1.0	1.0	3.30	2.88	2.88	RL1	2.88	1.0
41	50	66 KV RANPAR S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.0	3.0	2.78	2.39	2.39	RL1	2.39	3.0
42	51	NAGKA SS	Porus Agri Export	1.5	1.5	3.30		3.30	Single Bid	3.00	1.5
43	52	66KV UGAMEDI	SAMTA TEXTILE PRIVATE LIMITED	1.0	1.0	3.45	3.07	3.07	RL2	3.00	1.0
44	60	66 KV GOKHLANA SS	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	1.5	1.5	3.19	2.57	2.57	RL1	2.57	1.5
45	64	66 KV LILAKHA S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78	2.40	2.40	RL1	2.40	4.0
46	66	66 KV KAMLAPUR S/S	POWERTRAC INDUSTRIES LIMITED	3.0	3.0	3.30	2.27	2.27	RL1	2.27	3.0
47	70	66 KV SATAPAR S/S	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	2.0	2.0	3.16	2.64	2.64	RL1	2.64	2.0
48	72	66 KV HODATHALI	SOLWAVE ENERGY EQUIPMENT	1.0	1.0	3.51		3.51	Single Bid	3.00	1.0
49	74	132 KV HARIPUR S/S	VIVAAN SOLAR PRIVATE LIMITED	3.5	3.5	3.16	3.14	3.14	RL1	3.00	3.5
50	76	66 KV DHANDHUSAR S/S	FOUR SQUARE GREEN ENERGY PRIVATE LIMITED	2.0	2.0	3.31		3.31	Single Bid	3.00	2.0
51	77	66 KV AADPOKAR	JAIHIND WAREHOUSING	2.5	2.5	3.11	2.26	2.26	RL1	2.26	2.5
52	79	CHOTLI VIRDI SS	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.0	3.0	2.78	2.35	2.35	RL1	2.35	3.0
53	80	66 KV CHULDI S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	6.0	6.0	2.78	2.39	2.39	RL1	2.39	6.0
54	81	66 KV JEPUR SS	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	2.5	2.5	2.78	2.71	2.71	RL1	2.71	2.5
55	82	LADUDI SS	SAGAR MARINE IMPEX	1.5	1.5	3.50	3.14	3.14	RL1	3.00	1.5

Sr No	Plant number (PG-FLS-TN10-)	Name of SS	Bidder Name	Notified Capacity of SS in MW	Offered plant Capacity by the bidder (MW)	Quoted Fixed Tariff by bidder (Rs./kwh)	e-RA Quoted Tariff (Rs./kwh)	Tariff after eRA (Rs./kwh)	Bidder Rank after e-RA	Lol Accepted by bidders	
										Rate (Rs./kwh)	MW Capacity
56	86	66 KV ADRI/SIDOKAR S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	6.5	6.5	2.78	2.48	2.48	RL1	2.48	6.5
57	87	66 KV MORAJ S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78	2.37	2.37	RL1	2.37	4.0
58	89	66 KV GHUSIYA S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78	2.29	2.29	RL1	2.29	4.0
59	90	66 KV CHANDKHATAL S/S	ONIX TRANS TECHNOCRATES PRIVATE LIMITED	3.0	3.0	3.08	2.60	2.60	RL1	2.60	3.0
60	91	66 KV ANKOLWADI S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78	2.33	2.33	RL1	2.33	4.0
61	92	66 KV JASADHAR S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.5	3.5	2.78	2.23	2.23	RL1	2.23	3.5
62	93	66 KV DHAVA SS	ONIX TRANS TECHNOCRATES PRIVATE LIMITED	3.0	3.0	3.05	2.64	2.64	RL1	2.64	3.0
63	95	66 KV KALANA	ACCURATE INDUSTRIES	1.0	1.0	3.20	3.19	3.19	RL1	3.00	1.0
64	96	66 KV KATAKPARA S/S	BUSHNELL TECHNIK LLP	2.0	2.0	3.46	2.43	2.43	RL1	2.43	2.0
65	97	66 KV KODINAR S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78	2.77	2.77	RL1	2.77	4.0
66	98	66 KV AMARAPUR S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	6.0	6.0	2.78	2.25	2.25	RL1	2.25	6.0
67	100	VADALA SS (MALIA)	FOUR SQUARE GREEN ENERGY PRIVATE LIMITED	2.0	2.0	3.31	2.99	2.99	RL1	2.99	2.0
68	101	66 KV TANASWA S/S	Parsana Yash Hiteshbhai	1.0	1.0	3.46	2.75	2.75	RL1	2.75	1.0
69	102	66 KV MALIA HATINA S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	8.0	8.0	2.78	2.23	2.23	RL1	2.23	8.0
70	104	BANTWA SS	ARJUN ENTERPRISE	2.0	2.0	3.60	2.79	2.79	RL2	2.78	2.0
71	105	BHADULA SS	Porus Agri Export	1.0	1.0	3.30	2.80	2.80	RL1	2.80	1.0

Sr No	Plant number (PG-FLS-TN10-)	Name of SS	Bidder Name	Notified Capacity of SS in MW	Offered plant Capacity by the bidder (MW)	Quoted Fixed Tariff by bidder (Rs./kwh)	e-RA Quoted Tariff (Rs./kwh)	Tariff after eRA (Rs./kwh)	Bidder Rank after e-RA	Lol Accepted by bidders	
										Rate (Rs./kwh)	MW Capacity
72	106	MOTIGASARISS	FOUR SQUARE GREEN ENERGY PRIVATE LIMITED	2.0	2.0	3.31		3.31	Single Bid	3.00	2.0
73	107	CHANDWANA SS	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.5	3.5	2.78	2.76	2.76	RL1	2.76	3.5
74	109	66 KV MOTI PANELI S/S	VINAYAK INFRATECHS	1.0	1.0	3.06	2.40	2.40	RL1	2.40	1.0
75	112	66 KV KANJOTAR S/S	JAIHIND PETROLEUM	2.5	2.5	3.11	2.63	2.63	RL1	2.63	2.5
76	113	66KV NAVDRA SS	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	2.0	2.0	3.17		3.17	Single Bid	3.00	2.0
77	116	66 KV PANCHPIPDA S/S	Sunflare Energy	1.5	1.0	3.14	3.06	3.06	RL1	3.00	1.0
78	117	66 KV MOTIMARAD S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78	2.20	2.20	RL1	2.20	4.0
79	118	66 KV PRANCHI S/S	ONIX TRANS TECHNOCRATES PRIVATE LIMITED	3.5	3.5	3.07	2.31	2.31	RL1	2.31	3.5
80	119	66 KV RANINGPARA S/S	DWARIKA RENEWABLE ENERGY PRIVATE LIMITED	2.0	2.0	3.30	3.00	3.00	RL1	3.00	2.0
81	120	66KV Dhrafa	VINAYAK INFRATECHS	1.0	1.0	3.06	2.79	2.79	RL1	2.79	1.0
82	121	VADALA SS	ARJUN ENTERPRISE	1.5	1.5	3.00	2.62	2.62	RL1	2.62	1.5
83	123	66 KV SHAPUR S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78	2.33	2.33	RL1	2.33	4.0
84	125	66 KV SUTRAPADA S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	7.0	7.0	2.78	2.18	2.18	RL1	2.18	7.0
85	126	Daldi	BARAIYA PINTU NARBHERAMBHAI	1.0	1.0	3.20	2.89	2.89	RL1	2.89	1.0
86	127	66 KV GAURIDAD S/S	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	2.5	2.5	3.17		3.17	Single Bid	3.00	2.5
87	131	66KV Jam 'B'	PROTECTRON ELECTROMECH PRIVATE LIMITED	3.0	3.0	3.05		3.05	Single Bid	3.00	3.0
88	134	66 KV Kalasar	ONIX TRANS TECHNOCRATES PRIVATE LIMITED	2.0	2.0	3.10	2.50	2.50	RL1	2.50	2.0

Sr No	Plant number (PG-FLS-TN10-)	Name of SS	Bidder Name	Notified Capacity of SS in MW	Offered plant Capacity by the bidder (MW)	Quoted Fixed Tariff by bidder (Rs./kwh)	e-RA Quoted Tariff (Rs./kwh)	Tariff after eRA (Rs./kwh)	Bidder Rank after e-RA	LoI Accepted by bidders	
										Rate (Rs./kwh)	MW Capacity
89	135	66KV Bakodi	OPERA-INFRASTRUCTURES LLP	1.5	1.5	2.99		2.99	Single Bid	2.99	1.5
90	137	66 KV SURYARAMPARA	Parsana Mandip Hiteshbhai	1.0	1.0	3.46	2.93	2.93	RL1	2.93	1.0
91	138	Khareda	YASH ENERGY	1.0	1.0	4.00	2.95	2.95	RL1	2.95	1.0
92	139	66 KV SHERADIS/S	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	2.0	2.0	3.15	2.54	2.54	RL1	2.54	2.0
93	140	66 KV PARADAVA S/S	Porus Agri Export	0.5	0.5	3.30		3.30	RL1	3.00	0.5
94	143	66KV LAKHENI	Maruti Fashion	0.5	0.5	5.00	4.99	4.99	RL1	3.00	0.5
95	144	66KV KERIYA	Sunshree Solar Park	0.5	0.5	3.15	2.92	2.92	RL1	2.92	0.5
96	147	66 kv Sanosara	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78	2.31	2.31	RL1	2.31	4.0
97	148	66KV UJALVAV	POWERTRAC INDUSTRIES LIMITED	3.5	3.5	3.35	2.24	2.24	RL1	2.24	3.5
98	149	66KV RATANPAR	DHYAN TEXTILE	2.0	2.0	3.45	2.45	2.45	RL1	2.45	2.0
99	150	66KV DHOLA	AHIR PRATAP PETHABHAI	0.5	0.5	3.45	2.84	2.84	RL1	2.84	0.5
100	151	66KV Vadinar	TEXONIC INSTRUMENTS	2.5	2.5	3.05		3.05	Single Bid	3.00	2.5
101	152	66KV Meghpar	ADITYA MARINE LIMITED	1.5	1.5	3.05		3.05	Single Bid	3.00	1.5
102	153	66KV Navaniya	NRIP ENERGY	1.5	1.5	3.10	3.04	3.04	RL1	3.00	1.5
103	156	66KV Nikava	FOUR SQUARE GREEN ENERGY PRIVATE LIMITED	2.5	2.5	3.31		3.31	Single Bid	3.00	2.5
104	157	66 KV MUNDRA	AFZALHUSEN YUSUF SANGAR	1.0	1.0	2.70	2.58	2.58	RL1	2.58	1.0
105	161	66 KV SHETRANJI DAM	ONIX TRANS TECHNOCRATES PRIVATE LIMITED	2.5	2.5	3.06	2.50	2.50	RL1	2.50	2.5
106	162	66KV PALITANA-B	DAVE DADA FOODS	1.5	1.5	3.10		3.10	Single Bid	3.00	1.5
107	163	66 KV VANSJALIA S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	2.5	2.5	2.78	2.50	2.50	RL1	2.50	2.5
108	164	66KV Jasapar	VINAYAK INFRATECHS	1.0	1.0	3.06	2.83	2.83	RL1	2.83	1.0
109	165	66 KV RAMGADH SS	ARJUN ENTERPRISE	1.5	1.5	3.50		3.50	Single Bid	3.00	1.5
110	166	66 KV GOSA S/S	AKSHA FISH MEAL AND OIL	1.5	1.5	3.05		3.05	Single Bid	3.00	1.5
111	169	RANAVAV 2 SS	VINAYAK INFRATECHS	1.0	1.0	3.06		3.06	Single Bid	3.00	1.0
112	170	KOTDA SS	MADHAV CORPORATION	0.5	0.5	3.50	2.94	2.94	RL1	2.94	0.5

Sr No	Plant number (PG-FLS-TN10-)	Name of SS	Bidder Name	Notified Capacity of SS in MW	Offered plant Capacity by the bidder (MW)	Quoted Fixed Tariff by bidder (Rs./kwh)	e-RA Quoted Tariff (Rs./kwh)	Tariff after eRA (Rs./kwh)	Bidder Rank after e-RA	LoI Accepted by bidders	
										Rate (Rs./kwh)	MW Capacity
113	171	220KV RANAVAV S/S	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78		2.78	Single Bid	2.78	4.0
114	172	66 kv Navagam (Kukad)	POWERTRAC INDUSTRIES LIMITED	2.0	2.0	3.25	2.73	2.73	RL1	2.73	2.0
115	174	66 kv SAR	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78	2.23	2.23	RL1	2.23	4.0
116	175	66 kv Kharkadi (Samdhiyala)	DAVE DADA FOODS	1.5	1.5	3.00	2.43	2.43	RL1	2.43	1.5
117	177	66 KV CHOPDA	POWERTRAC INDUSTRIES LIMITED	2.0	2.0	3.25	2.30	2.30	RL1	2.30	2.0
118	178	66KV SARVA	MADHAV CORPORATION	1.5	1.5	3.25	2.49	2.49	RL1	2.49	1.5
119	181	66 KV BHADI	KRISHNA HANDLOOM	3.0	1.0	3.45	2.36	2.36	RL1	2.36	1.0
			RAVIRAJ SINH SAHDEV SINH GOHIL	3.0	1.0	3.45	2.37	2.37	RL2	2.36	1.0
120	183	66 kv Songadh	D D ENTERPRICE	2.5	2.5	3.25	2.45	2.45	RL1	2.45	2.5
121	184	66 KV SARPDAD S/S	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	2.0	2.0	3.15	2.84	2.84	RL1	2.84	2.0
122	186	66KV TAJPAR	POWERTRAC INDUSTRIES LIMITED	2.5	2.5	3.20	2.33	2.33	RL1	2.33	2.5
123	187	66 KV TALGAJARDA	JAY MATAJI CONSTRUCTION	1.5	1.5	3.45	2.83	2.83	RL1	2.83	1.5
124	188	66 kv Tana	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	4.0	2.78	2.30	2.30	RL1	2.30	4.0
125	191	66KV Modpar	SONU HANDICRAFTS	2.5	2.5	3.05		3.05	Single Bid	3.00	2.5

- (g) The present petition is filed by the petitioner to Hon'ble Commission, seeking for adoption of the tariff rate as per column K in the above table through discovered tariff under tariff based competitive bidding process held by the petitioner.
- (h) Upon adoption of discovered tariff, as per RFS, the milestones and timeline will be followed and LOA will be issued. On acceptance of LoA & submission of PBG, Subsequently PPA (Power Purchase Agreement) will be signed with above successful bidders. Draft copy of the PPA is attached herewith which is in line with the approval accorded by the Hon'ble Commission in the petition No. 2252 of 2023 filed by PGVCL incorporating updated provisions of the MNRE Order 17-1-24 and subsequent OM/Orders of the MNRE related to CFA and timeline for commissioning of plant under PM KUSUM-C FLS scheme.

- 2.3 It is respectfully submitted that distribution companies are mandated to procure power from renewable energy sources as per the provisions of section 86 (1)(e) of the Electricity Act, 2003 and in terms of GERC (Procurement of Energy from Renewable Energy Sources) Regulations as amended from time to time, petitioner is required to procure power from renewable energy sources for meeting RPO obligation.
- 2.4 It is respectfully submitted that as per provisions of section 63 of the Electricity Act 2003 provides that appropriate commission shall adopt the tariff if such tariff has been determined through transparent process of bidding in accordance with the guidelines issued by the central government.
- 2.5 As per provisions of section 86 (1) of the Electricity Act 2003 provides that the State Commission shall discharge following functions namely –
- Clause (b) – “regulate electricity purchase and procurement process of distribution licensees including the price at which electricity shall be procured from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State.”*
- 2.6 In the above background and in accordance with section 63 read with 86 (1) (b) of the Electricity Act 2003, the petitioner has filed present petition for adoption of tariffs discovered under tariff competitive bidding process for 125 no. of solar power plants (129 bids) of total capacity of 276.0 MW for the period of 25 years, under PM KUSUM-C Feeder Level Solarization scheme of 11 KV Agricultural feeders, through RESCO model.
- 2.7 It is hereby submitted that hon'ble commission has earlier issued order dtd.20-12-2023 in respect of tariff petition 2252 of 2023 of PM KUSUM-C FLS scheme and approved the PPA. Petitioner has published the same PPA by incorporating appropriate Late payment surcharge provision as directed by the Hon'ble commission vide para 10.31 of the order dtd.20-12-2023 in respect of tariff petition 2252 of 2023 during the tender process of this tender TN-10 incorporating updated provisions of the MNRE, necessary amendments were published related to CFA and timeline for commissioning of plant in respect of the prevailing MNRE OM/ Orders of PM KUSUM-C FLS scheme. Draft PPA is attached herewith in **Annexure-K**.
- 2.8 The Additional documentation related to evaluation of tender no.TN-10 are attached here with in **Annexure-L (colly)**

3 PRAYER

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

- a) Hon'ble Commission may please to admit the present petition.
- (b) To adopt the tariff discovered under tariff based competitive bidding process under PM KUSUM-C Feeder Level Solarization scheme of MNRE, Government of India, conducted by the petitioner through tender RFS No. PGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-10 dated 29-02-2024.

- (c) To approve the draft Power Purchase Agreement to be executed with the following successful bidder as per tender RFS No. PGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-10 dated 29-02-2024 by issuing LoAs for the respective plant capacities at the accepted Lol rate as under:

Sr No	Plant No	Name of Bidder	Solar Plant capacity (in MW)	Accepted tariff rate by bidder (Rs./KWH)
1	PG-FLS-TN10-3	Uratom solar (India) Pvt. Ltd	0.5	3.00
2	PG-FLS-TN10-5	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	2.5	2.78
3	PG-FLS-TN10-6	RAYCAL POWER INFRA PRIVATE LIMITED	1.5	2.55
4	PG-FLS-TN10-7	RAYCAL POWER INFRA PRIVATE LIMITED	0.5	3.00
5	PG-FLS-TN10-8	RAYNEX POWER SOLUTION PRIVATE LIMITED	1.0	3.00
6	PG-FLS-TN10-9	RAYNEX POWER SOLUTION PRIVATE LIMITED	1.0	2.49
7	PG-FLS-TN10-10	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.5	2.57
8	PG-FLS-TN10-11	RAYNEX POWER SOLUTION PRIVATE LIMITED	1.5	3.00
9	PG-FLS-TN10-12	WINDSON GLOBAL PRIVATE LIMITED	0.5	3.00
10	PG-FLS-TN10-14	RAYNEX POWER SOLUTION PRIVATE LIMITED	1.0	2.80
11	PG-FLS-TN10-15	vinod construction	1.0	2.36
12	PG-FLS-TN10-16	DAVE DADA FOODS	1.5	2.54
13	PG-FLS-TN10-17	ONIX TRANS ENERGY PRIVATE LIMITED	3.5	2.20
14	PG-FLS-TN10-18	STUTIBEN RANDEEPSINH WALA	0.5	2.97
15	PG-FLS-TN10-19	BHUVA KALPESHBHAI PRAVINBHAI	1.5	2.53
16	PG-FLS-TN10-20	STUTIBEN RANDEEPSINH WALA	0.5	3.00
17	PG-FLS-TN10-21	BHUVA KALPESHBHAI PRAVINBHAI	1.0	2.78
18	PG-FLS-TN10-22	Diyora shardaben pragjibhai	0.5	2.73
19	PG-FLS-TN10-23	ACHARYA HINABEN HITESHBHAI	0.5	3.00
20	PG-FLS-TN10-27	HILTON INFOTECH	1.0	2.50
21	PG-FLS-TN10-28	KACHCHH GREEN ENERGY LLP	0.5	2.67
22	PG-FLS-TN10-29	JAY MATAJI CONSTRUCTION	1.0	2.41
23	PG-FLS-TN10-29	BHIMBHAI RANUBHAI KHUMAN	0.5	2.41
24	PG-FLS-TN10-30	DHANLAXMI AUTOMOBILES	1.0	2.15
25	PG-FLS-TN10-30	MOVIL RUBTECH INDIA LLP	1.0	2.15
26	PG-FLS-TN10-30	SHREE DHANLAXMI AUTO	1.0	2.15
27	PG-FLS-TN10-31	POWERTRAC INDUSTRIES LIMITED	2.5	2.19
28	PG-FLS-TN10-32	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.5	2.64
29	PG-FLS-TN10-33	SUNTRAC SOLAR	0.5	2.13
30	PG-FLS-TN10-34	POWERTRAC INDUSTRIES LIMITED	0.5	2.99
31	PG-FLS-TN10-35	POWERTRAC INDUSTRIES LIMITED	0.5	2.74
32	PG-FLS-TN10-37	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	6.5	2.20
33	PG-FLS-TN10-38	BHIMANI ENTERPRISE	0.5	2.46
34	PG-FLS-TN10-40	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	1.5	3.00

Sr No	Plant No	Name of Bidder	Solar Plant capacity (in MW)	Accepted tariff rate by bidder (Rs./KWH)
35	PG-FLS-TN10-41	D D ENTERPRICE	4.0	2.24
36	PG-FLS-TN10-42	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.49
37	PG-FLS-TN10-43	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.0	2.43
38	PG-FLS-TN10-44	OPERA-INFRASTRUCTURES LLP	1.5	2.98
39	PG-FLS-TN10-45	ONIX TRANS ENERGY PRIVATE LIMITED	3.0	2.20
40	PG-FLS-TN10-46	DAVE DADA FOODS	1.0	2.73
41	PG-FLS-TN10-47	KIRITBHAI MOHANBHAI CHAUHAN	1.0	2.32
42	PG-FLS-TN10-48	POWERTRAC INDUSTRIES LIMITED	5.0	2.19
43	PG-FLS-TN10-49	POWERTRAC INDUSTRIES LIMITED	1.0	2.88
44	PG-FLS-TN10-50	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.0	2.39
45	PG-FLS-TN10-51	Porus Agri Export	1.5	3.00
46	PG-FLS-TN10-52	SAMTA TEXTILE PRIVATE LIMITED	1.0	3.00
47	PG-FLS-TN10-60	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	1.5	2.57
48	PG-FLS-TN10-64	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.40
49	PG-FLS-TN10-66	POWERTRAC INDUSTRIES LIMITED	3.0	2.27
50	PG-FLS-TN10-70	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	2.0	2.64
51	PG-FLS-TN10-72	SOLWAVE ENERGY EQUIPMENT	1.0	3.00
52	PG-FLS-TN10-74	VIVAAN SOLAR PRIVATE LIMITED	3.5	3.00
53	PG-FLS-TN10-76	FOUR SQUARE GREEN ENERGY PRIVATE LIMITED	2.0	3.00
54	PG-FLS-TN10-77	JAIHIND WAREHOUSING	2.5	2.26
55	PG-FLS-TN10-79	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.0	2.35
56	PG-FLS-TN10-80	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	6.0	2.39
57	PG-FLS-TN10-81	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	2.5	2.71
58	PG-FLS-TN10-82	SAGAR MARINE IMPEX	1.5	3.00
59	PG-FLS-TN10-86	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	6.5	2.48
60	PG-FLS-TN10-87	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.37
61	PG-FLS-TN10-89	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.29
62	PG-FLS-TN10-90	ONIX TRANS TECHNOCRATES PRIVATE LIMITED	3.0	2.60
63	PG-FLS-TN10-91	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.33
64	PG-FLS-TN10-92	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.5	2.23

Sr No	Plant No	Name of Bidder	Solar Plant capacity (in MW)	Accepted tariff rate by bidder (Rs./KWH)
65	PG-FLS-TN10-93	ONIX TRANS TECHNOCRATES PRIVATE LIMITED	3.0	2.64
66	PG-FLS-TN10-95	ACCURATE INDUSTRIES	1.0	3.00
67	PG-FLS-TN10-96	BUSHNELL TECHNIK LLP	2.0	2.43
68	PG-FLS-TN10-97	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.77
69	PG-FLS-TN10-98	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	6.0	2.25
70	PG-FLS-TN10-100	FOUR SQUARE GREEN ENERGY PRIVATE LIMITED	2.0	2.99
71	PG-FLS-TN10-101	Parsana Yash Hiteshbhai	1.0	2.75
72	PG-FLS-TN10-102	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	8.0	2.23
73	PG-FLS-TN10-104	ARJUN ENTERPRISE	2.0	2.78
74	PG-FLS-TN10-105	Porus Agri Export	1.0	2.80
75	PG-FLS-TN10-106	FOUR SQUARE GREEN ENERGY PRIVATE LIMITED	2.0	3.00
76	PG-FLS-TN10-107	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	3.5	2.76
77	PG-FLS-TN10-109	VINAYAK INFRATECHS	1.0	2.40
78	PG-FLS-TN10-112	JAIHIND PETROLEUM	2.5	2.63
79	PG-FLS-TN10-113	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	2.0	3.00
80	PG-FLS-TN10-116	Sunflare Energy	1.0	3.00
81	PG-FLS-TN10-117	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.20
82	PG-FLS-TN10-118	ONIX TRANS TECHNOCRATES PRIVATE LIMITED	3.5	2.31
83	PG-FLS-TN10-119	DWARIKA RENEWABLE ENERGY PRIVATE LIMITED	2.0	3.00
84	PG-FLS-TN10-120	VINAYAK INFRATECHS	1.0	2.79
85	PG-FLS-TN10-121	ARJUN ENTERPRISE	1.5	2.62
86	PG-FLS-TN10-123	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.33
87	PG-FLS-TN10-125	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	7.0	2.18
88	PG-FLS-TN10-126	BARAIYA PINTU NARBHERAMBHAI	1.0	2.89
89	PG-FLS-TN10-127	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	2.5	3.00
90	PG-FLS-TN10-131	PROTECTRON ELECTROMECH PRIVATE LIMITED	3.0	3.00
91	PG-FLS-TN10-134	ONIX TRANS TECHNOCRATES PRIVATE LIMITED	2.0	2.50
92	PG-FLS-TN10-135	OPERA-INFRASTRUCTURES LLP	1.5	2.99
93	PG-FLS-TN10-137	Parsana Mandip Hiteshbhai	1.0	2.93
94	PG-FLS-TN10-138	YASH ENERGY	1.0	2.95
95	PG-FLS-TN10-139	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	2.0	2.54
96	PG-FLS-TN10-140	Porus Agri Export	0.5	3.00

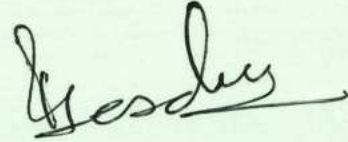
Sr No	Plant No	Name of Bidder	Solar Plant capacity (in MW)	Accepted tariff rate by bidder (Rs./KWH)
97	PG-FLS-TN10-143	Maruti Fashion	0.5	3.00
98	PG-FLS-TN10-144	Sunshree Solar Park	0.5	2.92
99	PG-FLS-TN10-147	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.31
100	PG-FLS-TN10-148	POWERTRAC INDUSTRIES LIMITED	3.5	2.24
101	PG-FLS-TN10-149	DHYAN TEXTILE	2.0	2.45
102	PG-FLS-TN10-150	AHIR PRATAP PETHABHAI	0.5	2.84
103	PG-FLS-TN10-151	TEXONIC INSTRUMENTS	2.5	3.00
104	PG-FLS-TN10-152	ADITYA MARINE LIMITED	1.5	3.00
105	PG-FLS-TN10-153	NRIP ENERGY	1.5	3.00
106	PG-FLS-TN10-156	FOUR SQUARE GREEN ENERGY PRIVATE LIMITED	2.5	3.00
107	PG-FLS-TN10-157	AFZALHUSEN YUSUF SANGAR	1.0	2.58
108	PG-FLS-TN10-161	ONIX TRANS TECHNOCRATES PRIVATE LIMITED	2.5	2.50
109	PG-FLS-TN10-162	DAVE DADA FOODS	1.5	3.00
110	PG-FLS-TN10-163	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	2.5	2.50
111	PG-FLS-TN10-164	VINAYAK INFRATECHS	1.0	2.83
112	PG-FLS-TN10-165	ARJUN ENTERPRISE	1.5	3.00
113	PG-FLS-TN10-166	AKSHA FISH MEAL AND OIL	1.5	3.00
114	PG-FLS-TN10-169	VINAYAK INFRATECHS	1.0	3.00
115	PG-FLS-TN10-170	MADHAV CORPORATION	0.5	2.94
116	PG-FLS-TN10-171	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.78
117	PG-FLS-TN10-172	POWERTRAC INDUSTRIES LIMITED	2.0	2.73
118	PG-FLS-TN10-174	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.23
119	PG-FLS-TN10-175	DAVE DADA FOODS	1.5	2.43
120	PG-FLS-TN10-177	POWERTRAC INDUSTRIES LIMITED	2.0	2.30
121	PG-FLS-TN10-178	MADHAV CORPORATION	1.5	2.49
122	PG-FLS-TN10-181	KRISHNA HANDLOOM	1.0	2.36
123	PG-FLS-TN10-181	RAVIRAJ SINH SAHDEV SINH GOHIL	1.0	2.36
124	PG-FLS-TN10-183	D D ENTERPRICE	2.5	2.45
125	PG-FLS-TN10-184	Swayam Micro Credit Management Private Limited JV With M/s Enertech Fuel Solutions Private Limited	2.0	2.84
126	PG-FLS-TN10-186	POWERTRAC INDUSTRIES LIMITED	2.5	2.33
127	PG-FLS-TN10-187	JAY MATAJI CONSTRUCTION	1.5	2.83
128	PG-FLS-TN10-188	GENSOL ENGINEERING LIMITED (GENSOL ENGINEERING PRIVATE LIMITED)	4.0	2.30
129	PG-FLS-TN10-191	SONU HANDICRAFTS	2.5	3.00

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

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

DECLARATION

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



Paschim Gujarat Vij Company Limited
-PETITIONER

Date: 08-10-2024

Place: Rajkot

**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 PGVCL vide RfS No. PGVCL/Project/DSM/PM-KUSUM-C-FLS/TN-10, dtd.29/02/2024 for 125 Nos of solar plants of total 276.0 MW, through RESCO model, for solarization of various 11 KV feeders in PGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.

PETITIONER:

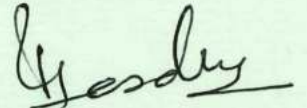
Paschim Gujarat Vij Company Limited (PGVCL)
Paschim Gujarat Vij Seva Sadan,
Off. Nana Mava Main Road,
Laxminagar, Rajkot- 360004



AFFIDAVIT

I, Rajendrakumar, Son of Jivanlal Vala, aged about 50 years, resident of Rajkot, do hereby solemnly affirm and state as under:

1. I am the Chief Engineer of Paschim Gujarat Vij Company Limited, 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.

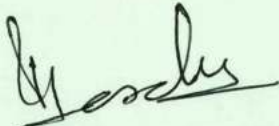

DEPONENT

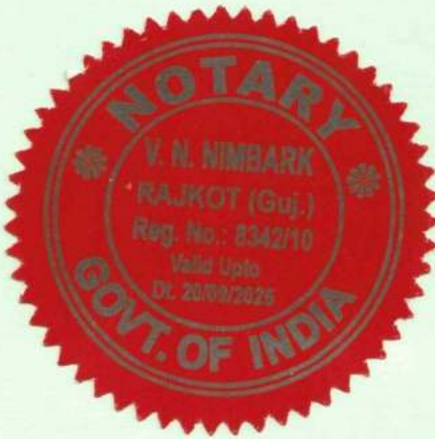


VERIFICATION:

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 Rajkot on this 8th day of October, 2024.


DEPONENT



Solemnly Affirmed Before me by
Shri Rajendra J. Vavia who is
identified by Shri Solr
Advocate who is personally known to
me on this 08 day of Oct, 2024
08.10.2024
V. N. Nimbark
NOTARY
RAJKOT (Guj.)

Page No. 049
Serial No. 0766
Receipt No. 0766
Date 08.10.2024

PART-1 of 3

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 PGVCL vide RfS No. PGVCL/ Project/ DSM/ PM-KUSUM-C-FLS/TN-10, dtd.29/02/2024 for 125 Nos of solar plants of total 276.0 MW, through RESCO model, for solarization of various 11 KV feeders in PGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.

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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.

3. RESOLUTION

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

1. The Solar Projects having size of 0.5 MW and above but not exceeding 2.00 MW installed and commissioned during the operative period of this Scheme shall qualify to be termed as "PM KUSUM-A PROJECTS" and be eligible for benefit of this Scheme. To support small farmers, the solar power projects smaller than 500 KW may be allowed based on techno-commercial feasibility.
2. REPP will be setup by individual farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/Water User associations (WUA) hereinafter called Renewable Power Generator (RPG).
3. In case of REPP being developed by a developer, the Net-Worth of the developer should not be less than Rs. 1.00 Crore per MW (of the capacity applied). This shall not be applicable for farmers cooperative or panchayats or Farmer Producer Organizations (FPO) /Water User associations (WUA) or farmers setting up REPP in their own lands.
4. Tariff applicable under this Scheme shall be as per following mechanism: The tariff contracted in the competitive bidding process conducted by GUVNL and adopted by GERC at which PPAs are signed for procurement of Solar Power from projects located outside Solar Park prevailing as on 31st March (computed based on simple average of such tariff discovered and contracted over six months ending on 31st March) of any given year *with an addition of Rs. 0.20 per unit* shall be the applicable tariff at which the PPAs shall be signed during the immediately succeeding period of April to September by DISCOMs with these Solar Projects under this Scheme and similarly the contracted tariff prevailing as on 30th September of any given year (computed based on simple average of such tariff discovered and contracted and adopted by GERC over six months ending on 30th September) *with an addition of Rs. 0.20 per unit* shall be the applicable tariff for PPAs to be signed during the immediately succeeding period of October to March. However, the above mechanism of applicable tariff shall be subject to approval of GERC and the DISCOMs shall take one time approval of GERC. The Rs. 0.20 per unit addition in tariff is allowed towards Rs.0.12 per unit for saving in transmission loss as power will be injected in distribution grid and Rs.0.08 per unit is to compensate for expensive land cost, higher capital investment and maintenance cost due to small size of projects.
As the mechanism to determine tariff applicable is same as the "Policy of Development of Small Scale Distributed Solar Projects - 2019". The tariff

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

5. The above mentioned tariff shall be applicable for a PPA term of 25 years from Commercial Operation Date of the Projects.
6. The REPP Project shall be developed preferably on the land within 5 km radius of the substation, in order to avoid cost of transmission line and reduce transmission losses. In case the farmers/ group of farmers/ cooperatives/ panchayats/ Farmer Producer Organizations (FPO)/ Water User associations (WUA) etc. are not able to arrange equity required for setting up the REPP, they can opt for developing the REPP through developer(s) which will be considered as RPG in this case. In such a case, the land owner will get lease rent as mutually agreed between the parties. The lease rent may be in terms of Rs per year per acre of land or in terms of Rs per unit energy generated per acre of land area. The farmer(s) may opt for payment of lease rent directly in their bank account by the DISCOM, from the payment due to the developer.
7. **a. Notification of sub-station wise generation capacity**
GETCO shall assess and notify RE generation capacity that can be injected in to all 66/11 kV or 132/11 kV or 220/11 kV sub-station of rural areas and place such notification on its website for information of all stakeholders. To facilitate farmers willing to lease out their land for development of RE plants near above notified substation(s), as per provisions of this scheme, DISCOM may also place list of such farmers on their website. However, the leasing of land of any farmers will be a bi-partite agreement between the farmer and the developer and DISCOM will not be held responsible for failure in getting the land leased out to a developer. To meet additional demand DISCOM will augment the capacity of sub-station under IPDS or any other scheme.
- b. Expression of Interest (EoI) for Short-listing of RPG**
GEDA shall invite 66/11 kV or 132/11 kV or 220/11 kV sub-station wise EoI from RPG to participate in selection process for development of decentralized renewable power plants. The RPG shall submit their interest against the EoI as per the schedule notified by GETCO. An RPG will not be allowed to apply for more than one renewable power plant for a particular 66/11 kV 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.

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

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

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

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

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

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

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

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

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

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

13. Commercial Operation Date (COD)

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

14. Release of Performance Based Incentive to DISCOM

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

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

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

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

17. Interconnection voltages for projects upto 2 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

(41)

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 / ALDC shall 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)

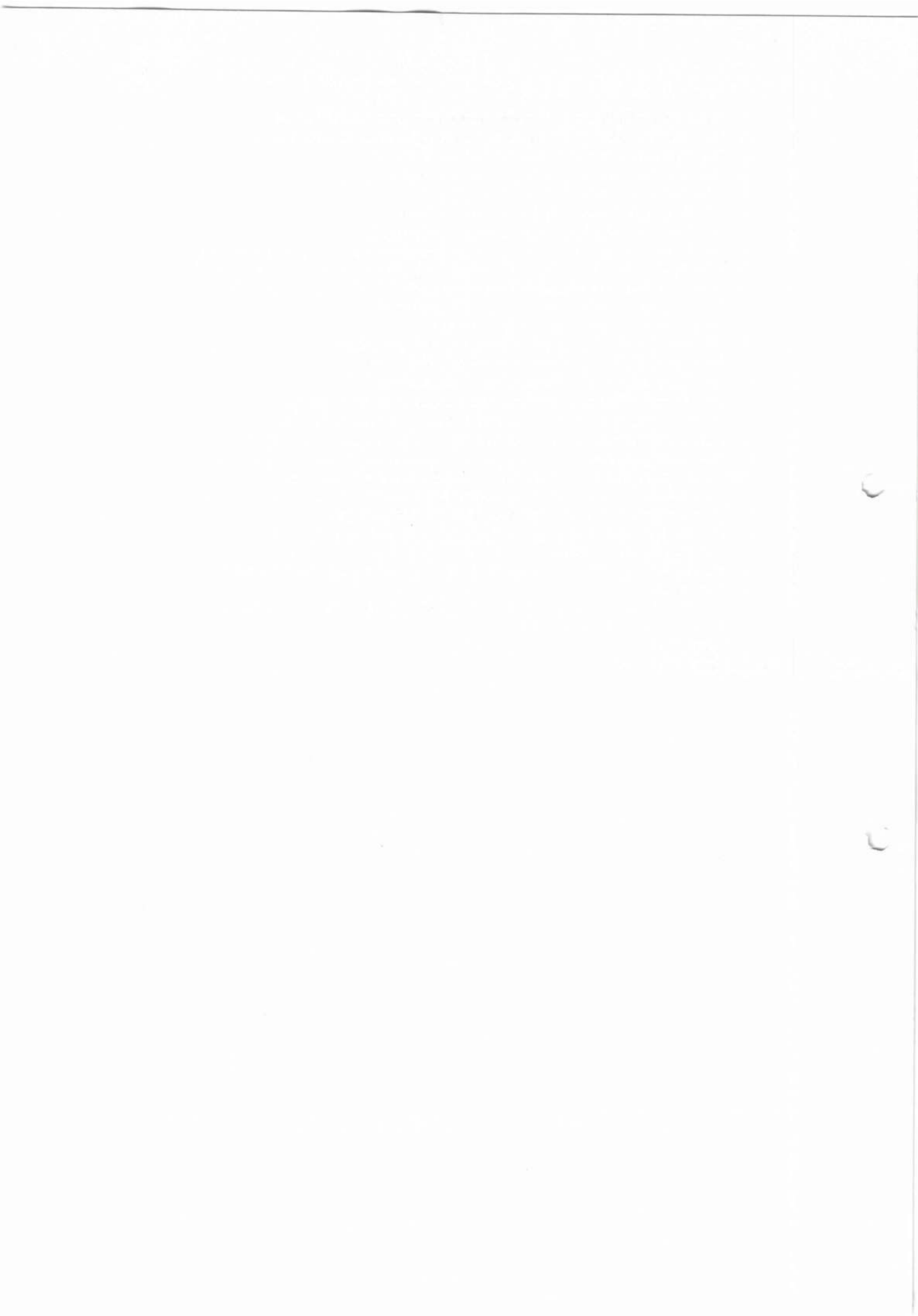
Deputy Secretary to the Government

Copy To :-

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

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

***By Letter.**



**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

File No: EPCD/SLR/e-file/20/2022/0362/B1 Section

Approved By: Shri Bhupendra patel sir(Chief Minister,Chief Minister,CMO)

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than one renewable power plant for a particular 66/11 kV or 132/11 kV or 220/11 kV sub-station. The Eol of an RPG will also be disqualified if it is found that its proprietor/partner/director/member has also filed Eol 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.
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12. The Additional Chief Secretary, Finance Department, Sachivalaya, Gandhinagar
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15. The Resident Commissioner, Gujarat State, New Delhi.
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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.

File No: EPCD/SLR/e-file/20/2022/0362/B1 Section

Approved By: Shri Bhupendra patel sir(Chief Minister,Chief Minister,CMO)

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આ શ્રીશાળા PM-KUSUM કોષ્ટકનો-2-B રૂઢન ડિજીટાલ રાજ્યકો MNR ના રાજ્ય શરૂઆતમાં 8000 રૂઢેસ અલોભ રાજ્યકો ધુ ડાગીસડા આ રાજ્યકો ૧૫.૦૧.૨૦૨૦ ના ડિસાલ

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-: ଟ୍ରଷ୍ଟି ଟାଏମ୍ସ୍ ଡିପ୍ଟିମେଣ୍ଟ / ପ୍ରିଣ୍ଟିଂ ଟାଏମ୍ସ୍

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F.F. ડાક્ટરો તિલનારાં ભણ પૂ વ્ય સેતલે શૈર્જ કદાશાં આપી હોઈ મહિં પઢિં ઉચ્છવિં બાળ દ્વાર
સેતલે ચાલી અપમાન કરવા રીઆઅરુએ જારુકરીભી નામધખાડ નામધખાડ

અભ્યુદયશિક્ષણ પ્રગતિ માટેની આજ કદાશાં હૃદયે.

ମାଟିର ୪୦% ଝଟା ଗାଈର ଉପରେ ୩ ଥର ଉପସ୍ଥାପନ କରାଯାଇଛି । ଉପସ୍ଥାପନ କରାଯାଇଥିବା ଝଟା ଗାଈର ଉପସ୍ଥାପନ କରାଯାଇଥିବା ଝଟା ଗାଈର ଉପସ୍ଥାପନ କରାଯାଇଛି ।

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ପୂର୍ବ ଆଦର୍ଶ ହେବାକୁ ଆସିବେ, ଏହି, ଗାନ୍ଧୀ ଏବଂ ଶ୍ରୀମାତା ପିନ୍ତୁରୀ ମାଧାବୀ ଆନ୍ଦୋଳନ ଆସିବେ।

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‘ହିରୁଡ଼ ମୋହରାବ ଲକ୍ଷ୍ମୀନାରାୟଣ ଡେବ

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આ ચીજોમાંથી પણ મળે છે.

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ॐ नमो भगवते वासुदेवाय ॥

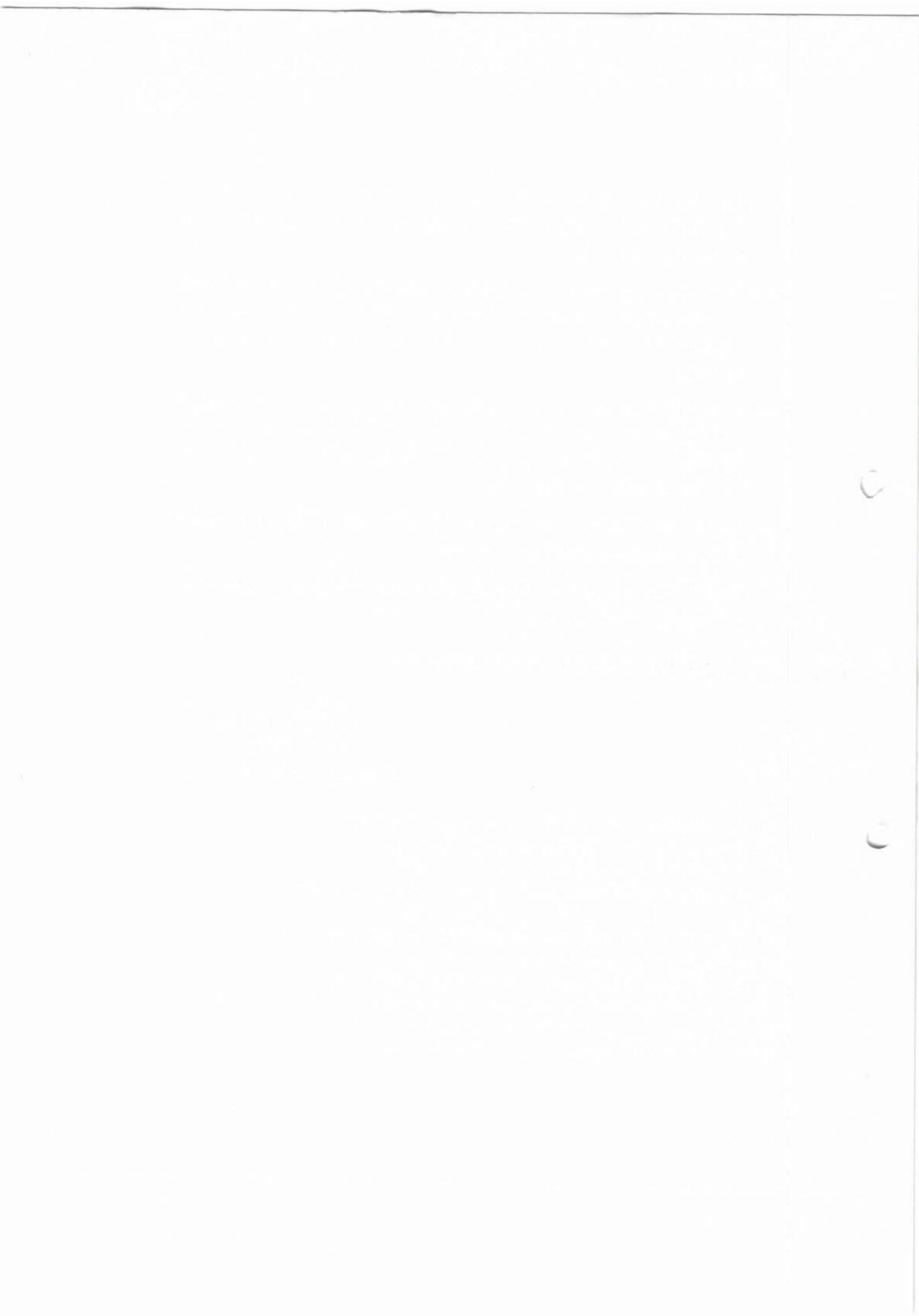
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Հիշե յտոմբէս սեն լայօնք

Ինչպիսի և՛ր մշխութիւն հետեւ տարալեզուութեան իւր և՛ Բազմ ճի՛ր լայօնյա/նէ
Կատե՛ր խօսքն յայտնի լինի (հին) ու յառաջիկայ Զ Զոր Խորհրդէ Լոս Անճելէս (Շ)



- 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 ક્ષેત્ર/ ના. સે. અધિ. અંગત ક્ષેત્ર

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
કરાવ બહાર પાડવા બાબત

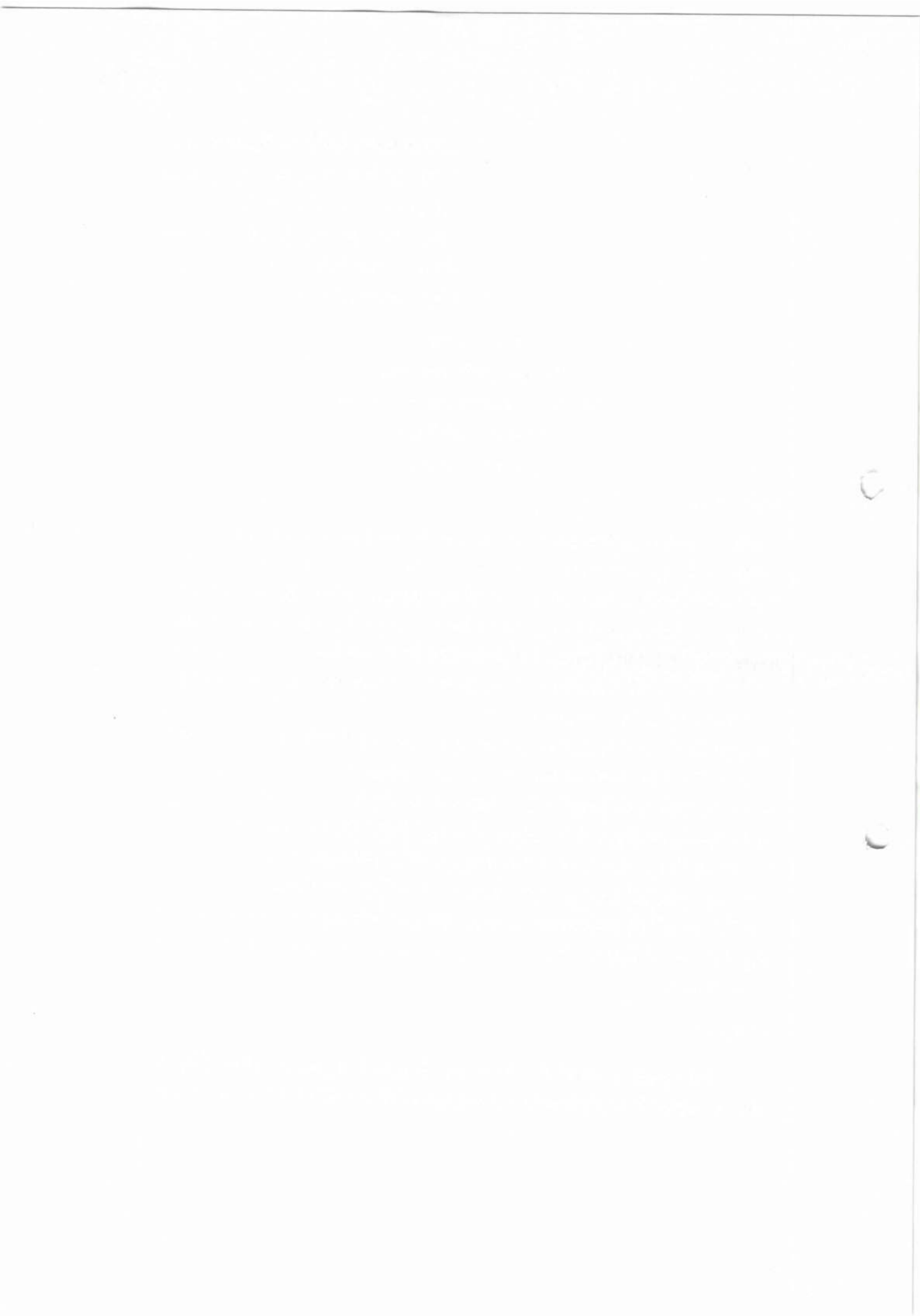
ગુજરાત સરકાર
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કરાવ ક્રમાંક : SLR/૧૧/૨૦૨૦/૧૧૪૪/બ૧
સચિવાલય, ગાંધીનગર
તારીખ: ૧૬/૧૧/૨૦૨૧

વંચાણે લીધા:

- ૧) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૫.૦૯.૨૦૧૪નો કરાવ ક્રમાંક: બજટ-૨૦૧૪-૧૪૪૭-ક૧
- ૨) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૬.૦૯.૨૦૧૪નો કરાવ ક્રમાંક: બજટ-૨૦૧૪-૧૪૪૭-ક૧
- ૩) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨.૦૨.૨૦૧૫નો કરાવ ક્રમાંક: બજટ-૨૦૧૪-૧૪૪૭-બ
- ૪) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૧૯.૦૨.૨૦૧૫નો કરાવ ક્રમાંક: બજટ-૨૦૧૪-૧૪૪૭-બ
- ૫) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૭.૦૫.૨૦૧૬નો કરાવ ક્રમાંક : બજટ-૨૦૧૪-૧૪૪૭-બ
- ૬) મીનીસ્ટ્રી ઓફ ન્યુ એન્ડ રીન્યુએબલ એનર્જી (MNRE) વિભાગનો હુકમ ક્રમાંક : ૩૨/૬૪૫/૨૦૧૭-
એસપીવી ડીવીઝન તા-૮.૦૩.૨૦૧૯
- ૭) MNRE વિભાગની કચેરી યાદી ક્રમાંક : ૩૨/૬૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૨૨.૦૭.૨૦૧૯
- ૮) MNRE વિભાગની કચેરી યાદી ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૧૩.૦૮.૨૦૧૯
- ૯) MNRE વિભાગની કચેરી યાદી ક્રમાંક : ૩૨/૬૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૧૯.૦૮.૨૦૧૯
- ૧૦) MNRE વિભાગનો હુકમ ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૧૫.૦૧.૨૦૨૦
- ૧૧) MNRE વિભાગનો પત્ર ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૫.૦૨.૨૦૨૦
- ૧૨) MNRE વિભાગનો પત્ર ક્રમાંક : ૩૨/૫૪/૨૦૧૮-એસપીવી ડીવીઝન તા-૭.૦૫.૨૦૨૦
- ૧૩) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૧૯.૦૬.૨૦૨૦નો કરાવ ક્રમાંક: બજટ-૨૦૧૪-૧૪૪૭-બ૧
- ૧૪) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા- ૨૫.૧૦.૨૦૨૧નો કરાવ ક્રમાંક: REN/૧૧/૨૦૨૧/
૧૭૫૩/બ૧

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



સ્ટેન્ડ અલોન ઓફ ગ્રીડ સોલાર ઉર્જા સંચાલિત સિંચાઈ પંપ સેટ્સ ઉપલબ્ધ કરાવવાની યોજનામાં અમલમાં મૂકવામાં 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 પ્રેસેન્ટ વેલ્યુ)ની રકમના વધારાના ખર્ચને કારણે ટેકનો-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.

સુધારા ઠરાવ:

આથી રાજ્ય સરકાર દ્વારા સઘન વિચારણા બાદ વંચાણે લીધેલ ક્રમાંક: (૧૩) ના ઠરાવની જોગવાઈમાં જૂની શરત નં. E માં નીચે મુજબનો સુધારો કરવામાં આવે છે:

નવી શરત નં. E

- (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 ખેડૂતે ભોગવવાની રહેશે.

ઉપરોક્ત સબસીડી/CFA ૭.૫ હે.પા. ની ક્ષમતા સુધીના પંપસેટ માટે મર્યાદિત રહેશે. ૭.૫ હે.પા. થી ઉપરની ક્ષમતાના પંપસેટ માટે ૭.૫ હે.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 ટેકનો-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 ફીક્સ 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.

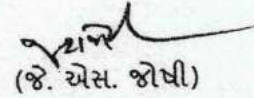
વધુમાં, વન વિસ્તારમાં ખાનગી જમીન (રેવન્યુ લેન્ડ) ધારક લાભાર્થી ઉપરાંત વન અધિકાર અધિનિયમ, ૨૦૦૬ (Forest Right Act, 2006) અંતર્ગત જે વનવાસીઓને વન જમીન ઉપર

વ્યક્તિગત દાવા મંજૂર કરી ખેડાણના હક્કો આપવામાં આવ્યા છે, તેવા લાભાર્થીઓને 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 ફાઇલ

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தேதி: 30/05/2019 - SPV சிபிசி

გაიგ: 32/584/2099-SPV სქიმა

32/584/2099-SPV S/d/cst

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ଅନ୍ତର୍ଗତ 'ନବନିର୍ମାଣ'

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உகடாடா பாடலா

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১৯৭৬ সালের ১২ই জানুয়ারি
 (PM-KUSUM) প্রকল্পের অধীনে
 ১০০০ হেক্টর জমিতে ১০০০
 ১০০০ হেক্টর জমিতে ১০০০



- (1) આ યોજનામાં ઝીડ આવી શકે તેવા વિસ્તારોમાં પીએમ કૃષિ સેક્ટરમાં અરજીઓની સંખ્યામાં 10% સુધી વધારો કરવામાં આવેલો છે.
- (2) આ યોજનામાં પીએમ કૃષિ સેક્ટરમાં અરજીઓની સંખ્યામાં 10% સુધી વધારો કરવામાં આવેલો છે.
- (3) જે ને પીએમ કૃષિ સેક્ટરમાં અરજીઓની સંખ્યામાં 10% સુધી વધારો કરવામાં આવેલો છે.
- (4) અરજીઓની સંખ્યામાં 10% સુધી વધારો કરવામાં આવેલો છે.
- (5) સર્કલમાં પીએમ કૃષિ સેક્ટરમાં અરજીઓની સંખ્યામાં 10% સુધી વધારો કરવામાં આવેલો છે.
- (6) આ યોજનામાં પીએમ કૃષિ સેક્ટરમાં અરજીઓની સંખ્યામાં 10% સુધી વધારો કરવામાં આવેલો છે.
- (7) આ યોજનામાં પીએમ કૃષિ સેક્ટરમાં અરજીઓની સંખ્યામાં 10% સુધી વધારો કરવામાં આવેલો છે.

શરતો:

કરવામાં આવે છે:

યોજના અંતર્ગત પીએમ કૃષિ સેક્ટરમાં અરજીઓની સંખ્યામાં 10% સુધી વધારો કરવામાં આવેલો છે.

કોઈકેસ કૃષિ પંચાયતમાં અરજીઓની સંખ્યામાં 10% સુધી વધારો કરવામાં આવેલો છે.

પીએમ કૃષિ સેક્ટરમાં અરજીઓની સંખ્યામાં 10% સુધી વધારો કરવામાં આવેલો છે.

અરજીઓની સંખ્યામાં 10% સુધી વધારો કરવામાં આવેલો છે.

The first part of the paper discusses the importance of the study of the history of the United States. It is argued that a knowledge of the past is essential for a full understanding of the present and for the development of a sound policy for the future. The author then proceeds to discuss the various factors which have shaped the history of the United States, including the influence of the European settlers, the role of the Native Americans, and the impact of the American Revolution.

The second part of the paper deals with the economic development of the United States. It examines the role of the various industries in the growth of the country, from the early days of agriculture to the rise of the manufacturing sector. The author also discusses the impact of the various economic crises on the country's development.

The third part of the paper discusses the political development of the United States. It examines the role of the various political parties and the impact of the various political crises on the country's development. The author also discusses the role of the Supreme Court in the development of the country's political system.

The fourth part of the paper discusses the social development of the United States. It examines the role of the various social movements and the impact of the various social crises on the country's development. The author also discusses the role of the various social institutions in the development of the country's social system.

The fifth part of the paper discusses the foreign policy of the United States. It examines the role of the various foreign policy initiatives and the impact of the various foreign policy crises on the country's development. The author also discusses the role of the various foreign policy institutions in the development of the country's foreign policy system.

The sixth part of the paper discusses the future of the United States. It examines the various challenges facing the country and the various opportunities for the future. The author also discusses the role of the various institutions in the development of the country's future.

- ଭାରତୀୟ ସରକାରଙ୍କ ଦ୍ଵାରା ପ୍ରଦତ୍ତ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ।
- (15) ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ। ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ।
- (14) ଏହି ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ। ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ।
- (13) ଏହି ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ। ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ।
- (12) ଏହି ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ। ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ।
- (11) ଏହି ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ। ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ।
- (10) ଏହି ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ। ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ।
- (9) ଏହି ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ। ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ।
- (8) ଏହି ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ। ଶାସ୍ତ୍ରୀୟ ଶକ୍ତି ଶାସ୍ତ୍ର ଅନୁଯାୟୀ ଗ୍ରହଣ କରାଯିବ।

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(16) જે સોલાર હિસ્ટરીમાં સમાવેલ સ્થળો 4 વર્ષની અંદર છાપાઈ જાણીતો વિસ્તારમાં
 ફેલાઈને કાપે કે વચાવે કે ની જે અભિવૃદ્ધિની ની સંપૂર્ણ રકમ અરકારણમાં પડત

(17) અરજદારની આ રૂપે આર કંઈ અરકાર/અવ અરકારની બીજ કોઈ પણ યોગ્ય રૂકન
 અવ કોઈ છાપામાં જાણી શકે ની. જે અરજદાર અરકારણની બીજ કોઈ પણ યોગ્ય
 રૂકન કોઈ છાપામાં જાણી શકે ની અભિવૃદ્ધિની રકમ નિર્ધારિત યોગ્ય વચાવે વચાવે

(18) આ યોગ્યતામાં અમાલિકરણ આરની નીચે અર્થમાં જ્યાં પાકાય તેમાં
 વિશિષ્ટ(GUVNL) રહેશે. આ યોગ્યતામાં અમાલિકરણ જે ને વિસ્તારની બીજ વિસ્તાર
 કમની દ્વારા કરવામાં આવે અને તે બધા MNRE ની આરજિસ્ટ્રેશન થી અવ અવ પાક
 CFA ની 2% આરજિસ્ટ્રેશન અરકાર MNRE દ્વારા કરવામાં આવે.

(19) ઉપરોક્ત બાબતો વિષય આ યોગ્યતા આર વખતે વખતે વખતે વખતે વખતે વખતે
 આરની નીચે અર્થમાં/અવમાં બીજ પડે.

(20) અરજદાર યોગ્યતામાં અમાલિકરણ કે અરજદારની સમાવેશમાં વિસ્તારમાં આર બંધ
 અને પૂરેપૂરું પાકાય વિસ્તાર જ્યાં અરકારને રૂકે.

આ કાપ આ વિસ્તારમાં સમાવે કાંઈકો કાંઈકો ઉપર આર વિસ્તારમાં
 આ કાપ આ વિસ્તારમાં સમાવે કાંઈકો કાંઈકો ઉપર આર વિસ્તારમાં

જ્યાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં
 અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં

અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં
 અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં

અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં
 અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં

અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં
 અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં

અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં
 અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં અર્થમાં

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.

- [illegible]

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

Sign

‘ହାଲିମା ହାମିଦ୍ ଫାତ୍ତା ଗ୍ରହଣ କରି ୧୫ ଖ୍ରୀଷ୍ଟ ଗଣେଶଙ୍କୁ ୧୫ ମିନିଟ୍ ପାଇଁ ଗ୍ରହଣ କରିଥିଲେ’

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4. 2015-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046

3. ଶ୍ରୀ କ୍ରିଷ୍ଣଙ୍କର T&D ପ୍ରାୟ 70% ହିଲି ହେଉଛି ଏବଂ ସମସ୍ତେ ଆପଣଙ୍କୁ ଅନୁମୋଦିତ କରନ୍ତି।

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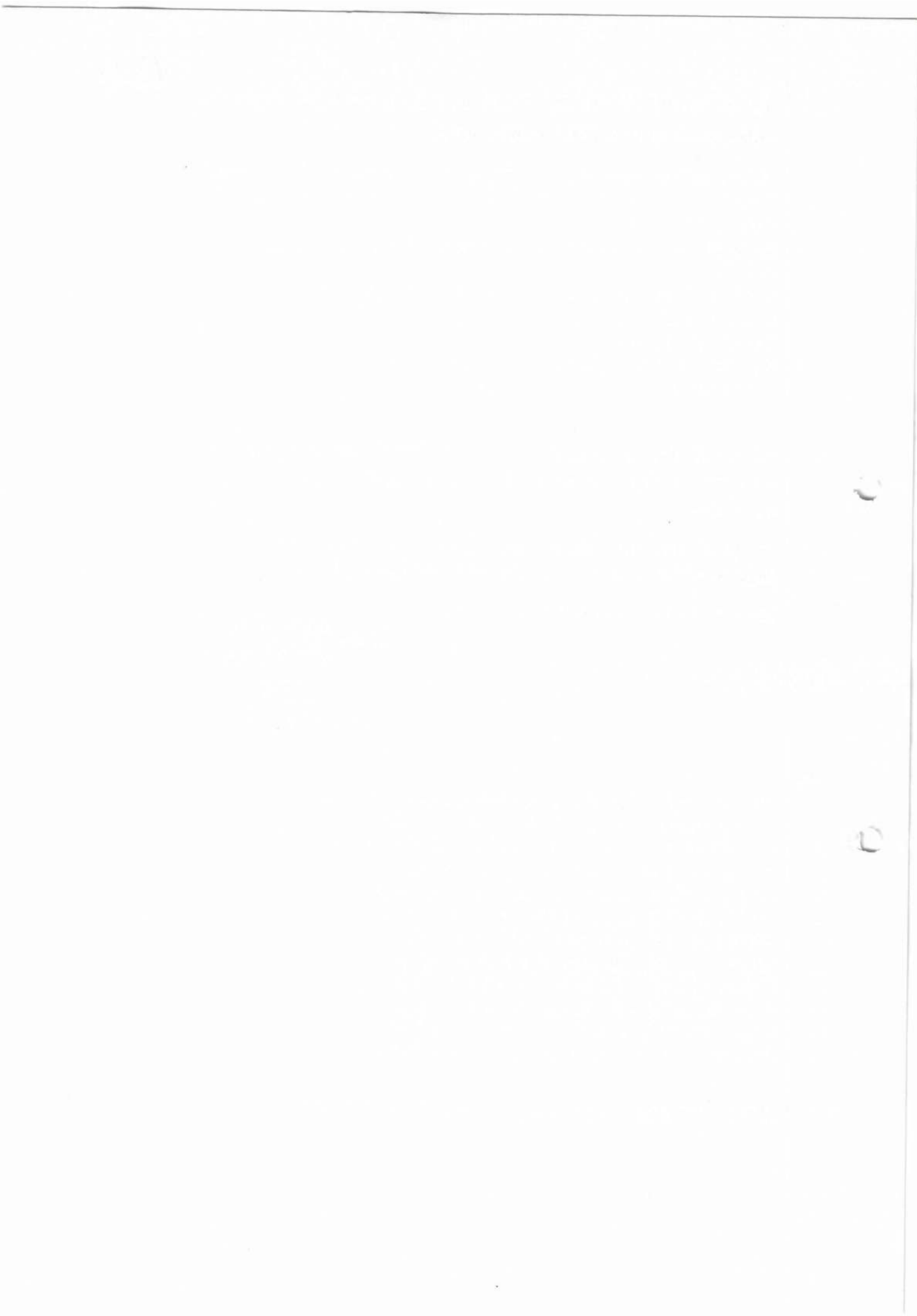
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২মিহি পৃথ -/০৬'০' ১অ নোপাহেত ঙ্গে বহু পূ হুই হাটহেত ঙ্গে ত্রাহি পুই হাটহেতঙ্গে
ফাইনহেত নোপে লে ফুজাহি নোবাহেত হাঁসলঙ্গে ঙ্গে ফাইনহেতপূহি স্তম্ভাহি !হাস্টি..

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(3) ଶ୍ରୀ ୧୯୯୯ ମସିହା (PM KUSUM Component-C) ଯୋଜନା ଅନୁଯାୟୀ ଗ୍ରାମିଣ ଲୋକଙ୍କୁ

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

ગુજરાત રાજ્યમાં સ્થપાતા રીન્યુએબલ
એનર્જીના તમામ પ્રોજેક્ટસને ગુજરાત
જમીન મહેસૂલ સંહિતાની કલમ ૬૫-
બી હેઠળ ડીમ્ડ એન.એ. પરવાનગીનો
લાભ આપવા બાબત

ગુજરાત સરકાર

મહેસૂલ વિભાગ

પરિપત્ર ક્રમાંક : બાખપ/૧૦૨૦૨૨/ઓએમઆર-૨૪/ક (સોલાર)

સચિવાલય, ગાંધીનગર.

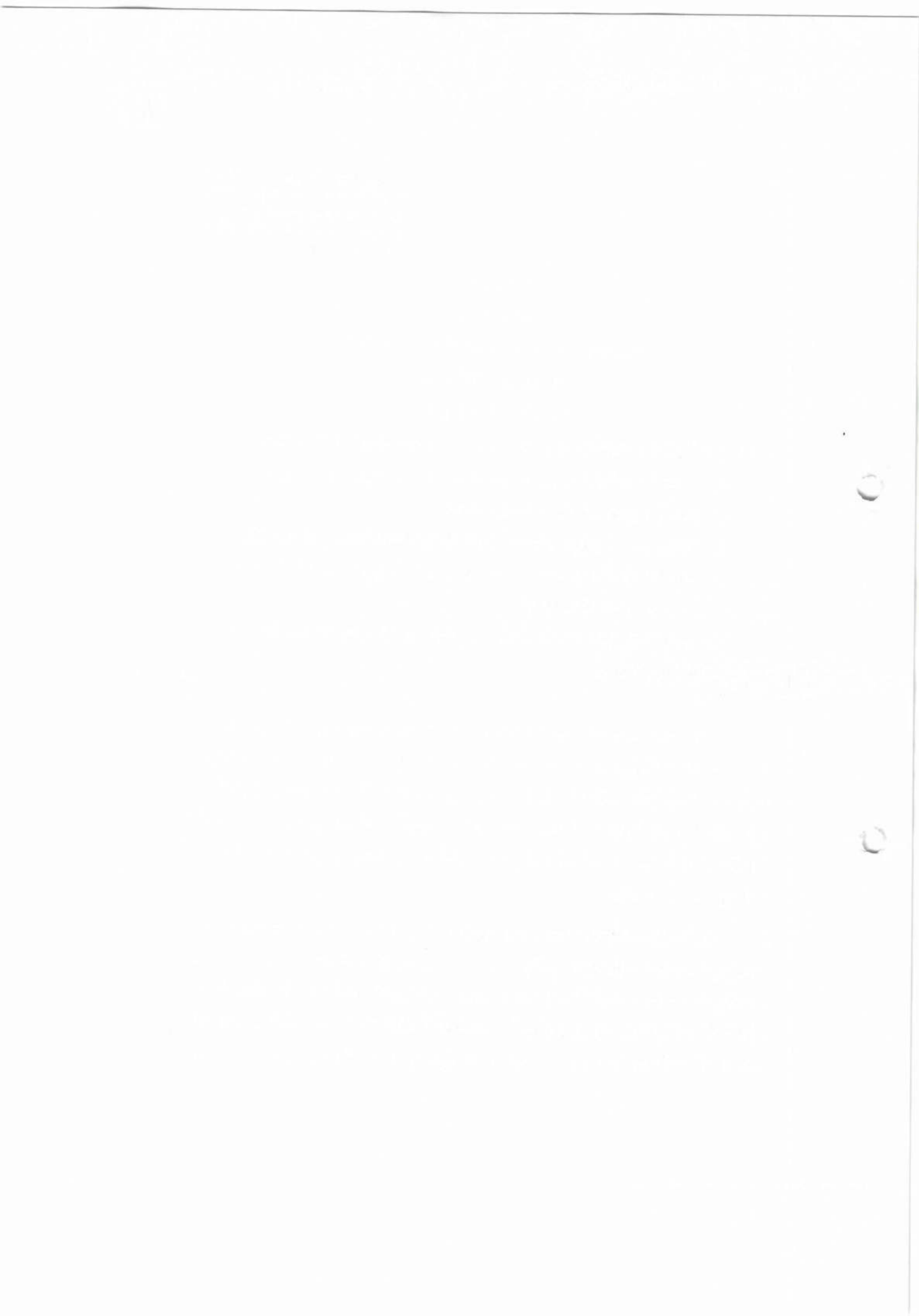
તારીખ: ૧૩-૦૪-૨૦૨૩

- સંદર્ભ :** (૧) મહેસૂલ વિભાગનો તા.૦૧/૦૭/૨૦૦૮ નો ઠરાવ ક્રમાંક : બાખપ/૧૦૦૬/૪૨૫/ક
(૨) મહેસૂલ વિભાગનો તા.૨૫/૦૧/૨૦૧૯ નો ઠરાવ ક્રમાંક : જમન/૩૯૧૫/૯૨૪/અ-૧
(૩) ગુજરાત એક્ટ નં.૩/૨૦૧૬, તા: ૨૧/૦૩/૨૦૧૬,
(૪) ગુજરાત પાવર પોલીસી-૨૦૨૧, ઉર્જા અને પેટ્રોકેમીકલ્સ વિભાગ, ગુજરાત સરકાર
(૫) PM-KUSUM યોજના ભાગ - A સબબનો ભારત સરકારના MNRE મંત્રાલયનો,
તા: ૨૨-૦૭-૨૦૧૯ નો પરિપત્ર
(૬) ઉર્જા અને પેટ્રોકેમીકલ્સ વિભાગનો પત્ર ક્રમાંક : SLR/11/2022/1269/B1 ,
તા: ૧૩-૧૦-૨૦૨૨

પ્રસ્તાવના :

ગુજરાત એક્ટ નં.૬ ઓફ ૧૯૯૭ કે જે તા:૨૪-૧૨-૧૯૯૬ થી અમલી છે તેના દ્વારા ગુજરાત જમીન મહેસૂલ સંહિતા, ૧૯૭૯ ની કલમ-૪૮ ની પેટા કલમ :૨(ક) તથા કલમ ૬૫-બ ઉમેરવામાં આવેલ છે. જ્યારે કોઈ જમીનનો ઉપયોગ પ્રામાણિક ઔદ્યોગિક હેતુ (બોનાફાઇડ ઇન્ડસ્ટ્રીયલ પરપઝ) માટે કરવાનો હોય ત્યારે કલમ-૬૫-બ ની જોગવાઈ મુજબ કલેક્ટરશ્રીની પુર્વમંજૂરીની જરૂરીયાત રહેશે નહીં. આવી માંગણીવાળી જમીન પરત્વે કલેક્ટરશ્રી દ્વારા ડીમ્ડ એન.એ. પરમીશન આપવાની રહે છે.

ઉર્જા અને પેટ્રોકેમીકલ્સ વિભાગ હેઠળ કાર્યરત સોલાર પાવર પોલીસી-૨૦૨૧ અંતર્ગત વર્ષ ૨૦૨૨ સુધી ૧૦૦ ગીગાવોટ પાવર જનરેશનનો લક્ષ્યાંક રાખવામાં આવેલ છે. ગુજરાતનાં ઉદ્યોગ સાહસિકો તેમજ જમીન માલિકો બન્નેને ફાયદો થાય તેવા ઉદ્દેશથી આવી જમીનોમાં રીન્યુએબલ એનર્જી પ્રોજેક્ટ સ્થાપવા માટે ડીમ્ડ એન.એ. પરવાનગીનો લાભ મળે તો આવા પ્રોજેક્ટો ઝડપથી કાર્યરત થાય અને ઉર્જા ઉત્પાદનના મહાત્વાકાંક્ષી લક્ષ્યાંકો સિધ્ધ કરી શકાય. ભારત સરકારના



Shirley

1. 1991-92 2. 1992-93 3. 1993-94 4. 1994-95 5. 1995-96 6. 1996-97 7. 1997-98 8. 1998-99 9. 1999-00 10. 2000-01 11. 2001-02 12. 2002-03 13. 2003-04 14. 2004-05 15. 2005-06 16. 2006-07 17. 2007-08 18. 2008-09 19. 2009-10 20. 2010-11 21. 2011-12 22. 2012-13 23. 2013-14 24. 2014-15 25. 2015-16 26. 2016-17 27. 2017-18 28. 2018-19 29. 2019-20 30. 2020-21 31. 2021-22 32. 2022-23 33. 2023-24 34. 2024-25 35. 2025-26 36. 2026-27 37. 2027-28 38. 2028-29 39. 2029-30 40. 2030-31 41. 2031-32 42. 2032-33 43. 2033-34 44. 2034-35 45. 2035-36 46. 2036-37 47. 2037-38 48. 2038-39 49. 2039-40 50. 2040-41 51. 2041-42 52. 2042-43 53. 2043-44 54. 2044-45 55. 2045-46 56. 2046-47 57. 2047-48 58. 2048-49 59. 2049-50 60. 2050-51 61. 2051-52 62. 2052-53 63. 2053-54 64. 2054-55 65. 2055-56 66. 2056-57 67. 2057-58 68. 2058-59 69. 2059-60 70. 2060-61 71. 2061-62 72. 2062-63 73. 2063-64 74. 2064-65 75. 2065-66 76. 2066-67 77. 2067-68 78. 2068-69 79. 2069-70 80. 2070-71 81. 2071-72 82. 2072-73 83. 2073-74 84. 2074-75 85. 2075-76 86. 2076-77 87. 2077-78 88. 2078-79 89. 2079-80 90. 2080-81 91. 2081-82 92. 2082-83 93. 2083-84 94. 2084-85 95. 2085-86 96. 2086-87 97. 2087-88 98. 2088-89 99. 2089-90 100. 2090-91 101. 2091-92 102. 2092-93 103. 2093-94 104. 2094-95 105. 2095-96 106. 2096-97 107. 2097-98 108. 2098-99 109. 2099-00 110. 2100-01 111. 2101-02 112. 2102-03 113. 2103-04 114. 2104-05 115. 2105-06 116. 2106-07 117. 2107-08 118. 2108-09 119. 2109-10 120. 2110-11 121. 2111-12 122. 2112-13 123. 2113-14 124. 2114-15 125. 2115-16 126. 2116-17 127. 2117-18 128. 2118-19 129. 2119-20 130. 2120-21 131. 2121-22 132. 2122-23 133. 2123-24 134. 2124-25 135. 2125-26 136. 2126-27 137. 2127-28 138. 2128-29 139. 2129-30 140. 2130-31 141. 2131-32 142. 2132-33 143. 2133-34 144. 2134-35 145. 2135-36 146. 2136-37 147. 2137-38 148. 2138-39 149. 2139-40 150. 2140-41 151. 2141-42 152. 2142-43 153. 2143-44 154. 2144-45 155. 2145-46 156. 2146-47 157. 2147-48 158. 2148-49 159. 2149-50 160. 2150-51 161. 2151-52 162. 2152-53 163. 2153-54 164. 2154-55 165. 2155-56 166. 2156-57 167. 2157-58 168. 2158-59 169. 2159-60 170. 2160-61 171. 2161-62 172. 2162-63 173. 2163-64 174. 2164-65 175. 2165-66 176. 2166-67 177. 2167-68 178. 2168-69 179. 2169-70 180. 2170-71 181. 2171-72 182. 2172-73 183. 2173-74 184. 2174-75 185. 2175-76 186. 2176-77 187. 2177-78 188. 2178-79 189. 2179-80 190. 2180-81 191. 2181-82 192. 2182-83 193. 2183-84 194. 2184-85 195. 2185-86 196. 2186-87 197. 2187-88 198. 2188-89 199. 2189-90 200. 2190-91 201. 2191-92 202. 2192-93 203. 2193-94 204. 2194-95 205. 2195-96 206. 2196-97 207. 2197-98 208. 2198-99 209. 2199-00 210. 2200-01 211. 2201-02 212. 2202-03 213. 2203-04 214. 2204-05 215. 2205-06 216. 2206-07 217. 2207-08 218. 2208-09 219. 2209-10 220. 2210-11 221. 2211-12 222. 2212-13 223. 2213-14 224. 2214-15 225. 2215-16 226. 2216-17 227. 2217-18 228. 2218-19 229. 2219-20 230. 2220-21 231. 2221-22 232. 2222-23 233. 2223-24 234. 2224-25 235. 2225-26 236. 2226-27 237. 2227-28 238. 2228-29 239. 2229-30 240. 2230-31 241. 2231-32 242. 2232-33 243. 2233-34 244. 2234-35 245. 2235-36 246. 2236-37 247. 2237-38 248. 2238-39 249. 2239-40 250. 2240-41 251. 2241-42 252. 2242-43 253. 2243-44 254. 2244-45 255. 2245-46 256. 2246-47 257. 2247-48 258. 2248-49 259. 2249-50 260. 2250-51 261. 2251-52 262. 2252-53 263. 2253-54 264. 2254-55 265. 2255-56 266. 2256-57 267. 2257-58 268. 2258-59 269. 2259-60 270. 2260-61 271. 2261-62 272. 2262-63 273. 2263-64 274. 2264-65 275. 2265-66 276. 2266-67 277. 2267-68 278. 2268-69 279. 2269-70 280. 2270-71 281. 2271-72 282. 2272-73 283. 2273-74 284. 2274-75 285. 2275-76 286. 2276-77 287. 2277-78 288. 2278-79 289. 2279-80 290. 2280-81 291. 2281-82 292. 2282-83 293. 2283-84 294. 2284-85 295. 2285-86 296. 2286-87 297. 2287-88 298. 2288-89 299. 2289-90 300. 2290-91 301. 2291-92 302. 2292-93 303. 2293-94 304. 2294-95 305. 2295-96 306. 2296-97 307. 2297-98 308. 2298-99 309. 2299-00 310. 2300-01 311. 2301-02 312. 2302-03 313. 2303-04 314. 2304-05 315. 2305-06 316. 2306-07 317. 2307-08 318. 2308-09 319. 2309-10 320. 2310-11 321. 2311-12 322. 2312-13 323. 2313-14

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MNRE मंत्रालय द्वारा जारी किए गए दिनांक 03-03-2019 के अधीन PM-KUSUM योजना में आवेदन

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મહેસુલી રેકર્ડની જાળવણી :

(૬) વસુલવાપાત્ર રૂપાંતર કર, બિનખેતી આકાર, લોકલ ફંડ, શિક્ષણ ઉપકર તથા અન્ય વેરા અરજદારશ્રી દ્વારા ઓનલાઇન/ ચલણ દ્વારા ભરપાઇ થયાના આધાર/ચલણ સહિત સક્ષમ સત્તાધિકારીશ્રીને જાણ થયાના ૦૫ દિવસમાં, સક્ષમ સત્તાધિકારીશ્રી-દ્વારા અરજીની તારીખથી દિન-૩૦ માં હંગામી બિનખેતી પરવાનગીની આખરી મંજૂરી/ નામંજૂરીનો વિગતવાર આ સાથે સામેલ પરિશિષ્ટ-(૬) મુજબ કરવાનો રહેશે.

(૭) સક્ષમ સત્તાધિકારીશ્રીએ અરજદારશ્રી દ્વારા સુપ્રત થયેલ નિયમાનુસારની (પરિશિષ્ટ-૧) મુજબની અરજી પર રીન્યુએબલ એનર્જી/સોલાર ઉર્જા ઉત્પાદક અરજદાર/કંપની/અન્ય તથા લીઝ આપનાર જમીન માલિકની સહી સાથેની હંગામી બિનખેતી પરવાનગી મેળવવા માટે નિયત નમુનાની અરજી મળ્યેથી અને ફકરા (પા) અને (૬) મુજબનાં તમામ સરકારી લેણાં ભરપાઇ થયાના આધાર/ચલણ રજુ થયેથી સક્ષમ સત્તાધિકારીશ્રી-દ્વારા અરજીની તારીખથી દિન-૩૦ માં આખરી હુકમ ન થાય તો આ રીન્યુએબલ એનર્જી/સોલાર ઉર્જા ઉત્પાદક અરજદાર/કંપની/અન્યને આપોઆપ હંગામી ડીમ્ડ એન.એ. મળેલ ગણાશે.

(૮) પરિશિષ્ટ-(૬) મુજબના હુકમની (લીઝ આપનારનું નામ, લીઝ લેનારનું નામ, લીઝનો સમયગાળો વગેરે બાબતોનો સ્પષ્ટ ઉલ્લેખસહિત) નોંધ ગામ.ન.નં.૬ માં કરવાની રહેશે અને તે નોંધ નિયમાનુસાર પ્રમાણિત થયેથી ગામ.ન.નં.૭ માં બીજા હક્કમાં " લીઝથી ધારણ કરનાર અરજદાર/કંપની/અન્યને ૩૦ વર્ષ માટે રીન્યુએબલ એનર્જી/સોલાર ઉર્જા ઉત્પાદન માટે હંગામી બિનખેતી પરવાનગી આપવામાં આવેલ છે." તેવો ઉલ્લેખ કરવાનો રહેશે. અને ગામ ન.નં.૭ તથા ગામ ન.નં.૬ માં વારસાઇ/ બીજા હક્ક દાખલ/બીજા કમી સિવાયના તબદીલી/વેચાણ/હેતુકેરને લગતાં મ્યુટેશન હંગામી બિનખેતીના સમયગાળા સુધી સ્થગિત કરી દેવાના રહેશે. મહેસુલી રેકર્ડમાં જમીનના કાયદેસરના ધારણકર્તા તરીકે મુળ લીઝ આપનાર ખેડુત જ યથાવત રહેશે.

લીઝનો સમયગાળો પુર્ણ/ લીઝ રીન્યુઅલ તથા શરતભંગ સંબંધિત જોગવાઈઓ :

(૯) લીઝનો સમયગાળો પુર્ણ થયેથી ગુજરાત જમીન મહેસુલ નિયમો, ૧૯૭૨ ના નિયમ-૯૧ ની જોગવાઈને આધીન બિનખેતીનો ઉપયોગ પુર્ણ થયેથી જમીન મુળ સ્વરૂપમાં લાવવાની રહેશે અને જમીન મુળ ધારણકર્તા એટલે કે લીઝ કરી આપનાર કાયદેસરના કબજેદાર મુળ ખેતી હેતુ માટે જ મુળ શરતથી જ ધારણ કરશે. સવાલવાળી જમીનની હંગામી બિનખેતીનો સમયગાળો પુર્ણ થયેથી સક્ષમ

સત્તાધિકારી દ્વારા ગુજરાત જમીન મહેસુલ નિયમો, ૧૯૭૨ ના નિયમ-૯૧ મુજબ નવીન ખેતીનો આકાર નક્કી કરી તેની ખતવણી કરવાની રહેશે.

(૧૦) આ પ્રકારે મળેલ પરવાનગી હંગામી બિનખેતી પરવાનગી હોવાથી ખાનગી માલિકીની નવી શરતની જમીનો લીઝનો સમયગાળો પુર્ણ થયેથી નવી શરતની ખેતીની જમીન બનશે અને જો કાયમી બિનખેતીમાં ફેરવવાની થાય તો નિયમાનુસાર પ્રીમીયમની વસુલાતને પાત્ર રહેશે.

(૧૧) આ પ્રકારે હંગામી બિનખેતી પરવાનગી મળેલ જમીન પર રીન્યુએબલ એનર્જી/સોલાર ઉર્જા ઉત્પાદનની કામગીરી તથા તેને સંલગ્ન આવશ્યક બાંધકામ જ કરવાનું રહેશે.

(૧૨) ઉપર્યુક્ત હંગામી બિનખેતી પરવાનગીના હુકમી કોઇપણ શરતો કે સરકારશ્રીની બિનખેતી પરવાનગી સંબંધિત સ્થાયી સુચનાઓનો ભંગ થયેથી આ હુકમથી મળેલ હંગામી બિનખેતી પરવાનગી આપોઆપ રદ થયેલ ગણાશે.

(૧૩) બિનખેતી પરવાનગીનો સમયગાળો કે લીઝનો સમયગાળો પુર્ણ થયેથી લીઝ કરી આપનાર તથા લીઝ લેનાર બંનેની સંમતિથી લીઝ રીન્યુઅલ થયેથી પુનઃ હંગામી બિનખેતીની પરવાનગી મેળવવા નિયમાનુસારની અરજી (પરિશિષ્ટ-૧) મુજબ કરવાની રહેશે.

(૧૪) હંગામી બિનખેતી પરવાનગી રીન્યુએબલ એનર્જી/સોલાર ઉર્જા ઉત્પાદન અંગેની જ હોઇ , નિયમાનુસાર મેળવવાપાત્ર અન્ય પરવાનગીઓ સક્ષમ અધિકારીઓ પાસેથી લીઝ કરી આપનાર તથા લીઝ ધારણ કરનાર દ્વારા મેળવી લેવાની રહેશે.

(૧૫) આ પ્રકારની હંગામી બિનખેતી પરવાનગી સક્ષમ અધિકારી પાસેથી મળ્યેથી પણ જમીનના ધારણકર્તા કે ટાઇટલમાં કોઇ ફેરફાર થશે નહીં અને ટાઇટલ સંબંધિત તમામ જવાબદારી લીઝ કરી આપનાર જમીનના કાયદેસરના કબજેદારની જ રહેશે.

(૧૬) આ પ્રકારની હંગામી બિનખેતી પરવાનગી સક્ષમ અધિકારી પાસેથી મળ્યેથી જમીનનો ઉપયોગ હંગામી બિનખેતી હેતુ માટે થતો હોઇ જમીનના કાયદેસરના કબજેદાર તેઓનો ખેડૂત ખાતેદાર તરીકેનો દરજ્જો ગુમાવશે નહિં તથા લીઝ પર જમીન મેળવનાર રીન્યુએબલ એનર્જી/સોલાર ઉર્જા ઉત્પાદક, અરજદાર/કંપની/અન્ય ખેડૂત ખાતેદાર હોવાનો દરજ્જો ધારણ કરી શકશે નહીં કે આ બાબતે કોઇ હક્ક-દાવો પણ કરી શકશે નહીં.

(૧૭) રીન્યુએબલ એનર્જીના તમામ પ્રોજેક્ટસ જેવા કે, સુર્ય ઉર્જા, પવન ઉર્જા, વિન્ડ-સોલાર હાઇબ્રીડ આધારિત પ્લાન્ટ, સોલાર પ્રોજેક્ટને તથા કેંદ્ર સરકારની PM-KUSUM યોજના અંતર્ગત સ્થાપવામાં

‘ହବାବହୁର ‘କାବହୁ ସାକହୁ ମାତ୍ ହାବ ହାହମହୁ ତାତ୍ ମାତ୍ ପାହାହା ‘ପ୍ରବାହୁର ହାହ
‘ତାତ୍ମପ୍ରାତ୍ ‘ହବାବହୁର ‘କାବହୁ ହାହମହୁ ତାତ୍ ପ୍ରହାତ୍ ହାହ ସାକହୁ ପ୍ରହାତ୍ ‘ପ୍ର ବହୁର ହାହ
‘ତାତ୍ମପ୍ରାତ୍ ‘ହବାବହୁର ‘କାବହୁ ମାହାମ ‘ପ୍ର ବହୁର ହାହମହୁ କହାହ
‘ତାତ୍ମପ୍ରାତ୍ ‘ହବାବହୁର ‘ପ୍ରବାହୁର ମହାହ ମାହବାହୁର ହାହ

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‘*הן*

સાકરસ પાટશીલ' લાભગ્રી બૈરૂમ
પ્રાકાશીત પાઠકર
(બૈરૂમ બાપર)

[illegible]

‘હુ છાત્ર ! માનવે જન્મ્યો’

ହେମନ୍ତ ଟ୍ରେଡିଂ ପ୍ରାଧିକାରୀଙ୍କର ପ୍ରାପ୍ତ ହେଉଥିବା ପ୍ରାଥମିକ ମାତ୍ରା ପ୍ରାଥମିକ ଭାବରେ ନିଶ୍ଚିତ ହେଉଥିବା ନିୟମ ୧

કચ્છના જિલ્લા

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1. 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 278

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- સચિવશ્રી, માર્ગ અને મકાન વિભાગ, સચિવાલય, ગાંધીનગર.
- સેટલમેન્ટ કમિશનર અને જમીન દફતર નિયામકશ્રી, ખ-5 સર્કલ, સેક્ટર- 14, ગાંધીનગર.
- ખાસ સચિવશ્રી(વિવાદ), મહેસૂલ વિભાગ, સોલા વિધાપીઠ સામે, અમદાવાદ.
- સર્વે કલેક્ટરશ્રીઓ.
- એકાઉન્ટન્ટ જનરલ શ્રી ગુજરાત રાજ્ય અમદાવાદ અને રાજકોટ.
- મુખ્ય કારોબારી અધિકારીશ્રી, શહેરી વિસ્તાર વિકાસ સત્તા મંડળ, અમદાવાદ.
- મુખ્ય કારોબારી અધિકારીશ્રી, શહેરી વિસ્તાર વિકાસ સત્તા મંડળ, ગાંધીનગર.
- સર્વે મ્યુનિસિપલ કમિશનરશ્રીઓ.
- સીસ્ટમ મેનેજરશ્રી, મહેસૂલ વિભાગ, પરિપત્રની નકલ વિભાગની વેબસાઈટ પર મૂકવા સારું.
- પ્રોજેક્ટ ઓફીસરશ્રી (સ્ટેટ મોનીટરીંગ સેલ, i-ORA સોફ્ટવેરમાં જરૂરી સુધારા NIC પાસેથી કરાવવા અર્થે)
- પસંદગી ફાઇલ.
- શાખા ફાઇલ-ક શાખા.

३. प्रथम

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אויפֿ

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સ્થળ:

તારીખ:

વીઝ આપનારની સહી

વીઝ તથા વીઝ એગ્રીમેન્ટની ઉપર દશવિધ વિગતો ખરી છે તથા અમો જાણીએ છીએ કે, ઉક્ત પરવાનગી મળવાથી અમને ખેડૂત તરીકેના કોઇ જ હકકો પ્રાપ્ત થતા નથી તથા આ અરજીમાં દશવિધ વિષયથી તથા તેનાથી મર્યાદિત થતી બાબતથી અમે સંપૂર્ણ જ્ઞાત છીએ. રીન્યુએબલ એનર્જી ઉત્પાદન સંદર્ભેની અન્ય તમામ મંજૂરીઓ અલગથી મેળવેલ છે / મેળવ્યા બાદ જ ઉપયોગ કરવામાં આવશે. ઉપર ઉલ્લેખિત બાબતોની અમો બાંહેધરી આપીએ છીએ.

સ્થળ:

તારીખ:

વીઝ મેળવનારની સહી

બિડાણ:-

- (૧) વીઝ આપનાર તથા મેળવનાર ના ઓળખના પુરાવા
- (૨) કંપનીના કિસ્સામાં રજીસ્ટ્રેશનની નકલ
- (૩) વ્યક્તિગત સિવાયના કિસ્સામાં વીઝ મેળવનાર તરીકે સહી કરનારના અધિકૃતતાના પુરાવા
- (૪) વીઝ એગ્રીમેન્ટની નકલ

(93)

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ଆମର ସ୍ୱାଧୀନତା

(c)

ଆମର ସମସ୍ତ ସ୍ୱପ୍ନ

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પરિશિષ્ટ - ૩

By e-mail / By online System

હંગામી બિનખેતી (અરજી મુદ્દા નં.પ) હેતુ માટેની પરવાનગી માટેની અરજી મળ્યા બદલની પહોંચ

અરજી નંબર
 પ્રાંત કચેરી,
 જિ.
 તા.

પ્રતિ,
 (અરજદારનું પુરું નામ)
 (અરજદારનું સરનામું)

વિષય : હંગામી બિનખેતી અન્વયે (અરજી મુદ્દા નં.પ) ઉપયોગ કરવા અંગેની અરજીનો નિર્ણય કરવા અંગે કાર્યવાહી કરવા સ્વીકાર કરવા બાબત

સરવે/બ્લોક નંબર ગામ : તાલુકો : જિ.

મહાશય,

ઉપરોક્ત વિષય અન્વયે આપની તા. ના રોજની હંગામી બિનખેતી હેતુ (અરજી મુદ્દા નં.પ) માટેની અરજી આગળની જરૂરી કાર્યવાહી માટે સ્વીકાર કરવામાં આવેલ છે.

ઉક્ત આપની અરજી તપાસના અંતે નિર્ણય કરી, હવે પછી જાણ કરવામાં આવશે. જેની નોંધ લેશો.

(.....)
 પૂર્વ ચકાસણી અધિકારી
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.....શ્રી : જિલ્લો : તાલુકો રાજ્ય કલ્યાણ / પુરતે

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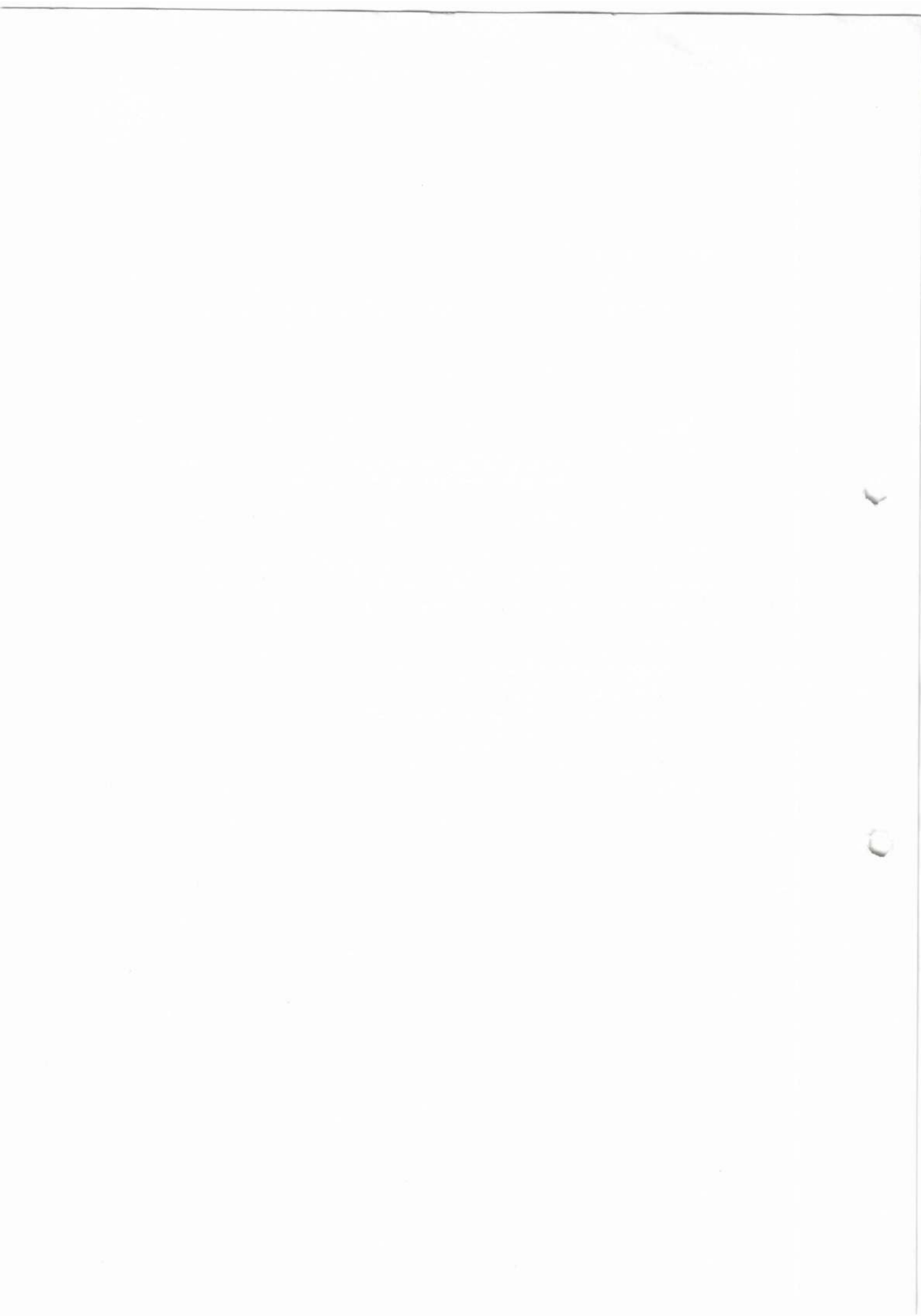
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१ - बाइबुल



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પ્રાણાનંદને પ્રેર્યાને પિતૃ (તે) મિત્ર જોયે પ્રાણાનંદ પ્રાણાનંદ

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6 - ଆହୁଧ୍ୟାନ

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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.

To
All Concern


(J K Jethani)
Scientist-E

Ministry of New and Renewable Energy

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

1. Background

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

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

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

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

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

2. Approval of the New Scheme for Farmers

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

- i. Component-A: Setting up of 10,000 MW of Decentralized Ground/ Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants;
- ii. Component-B: Installation of 17.50 Lakh Stand-alone Solar Agriculture Pumps; and

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

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

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

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

3. Implementation mechanism:

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

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

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

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

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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 they 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/redressal 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.

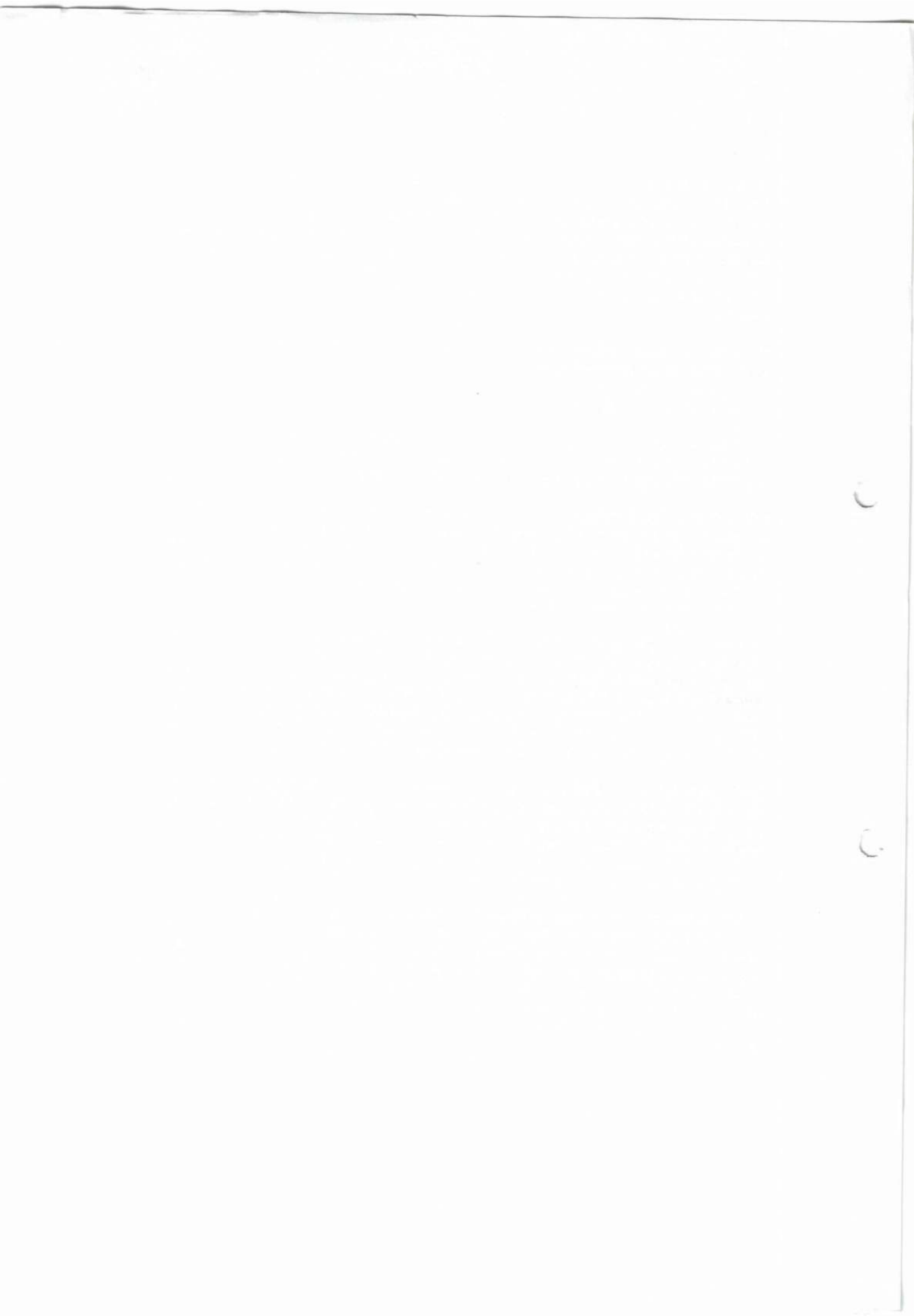
It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules. Further, the balance of system should also be manufactured indigenously. The vendor has to declare the list of imported components used in the solarisation system.

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 or 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.

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 _____,

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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, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;

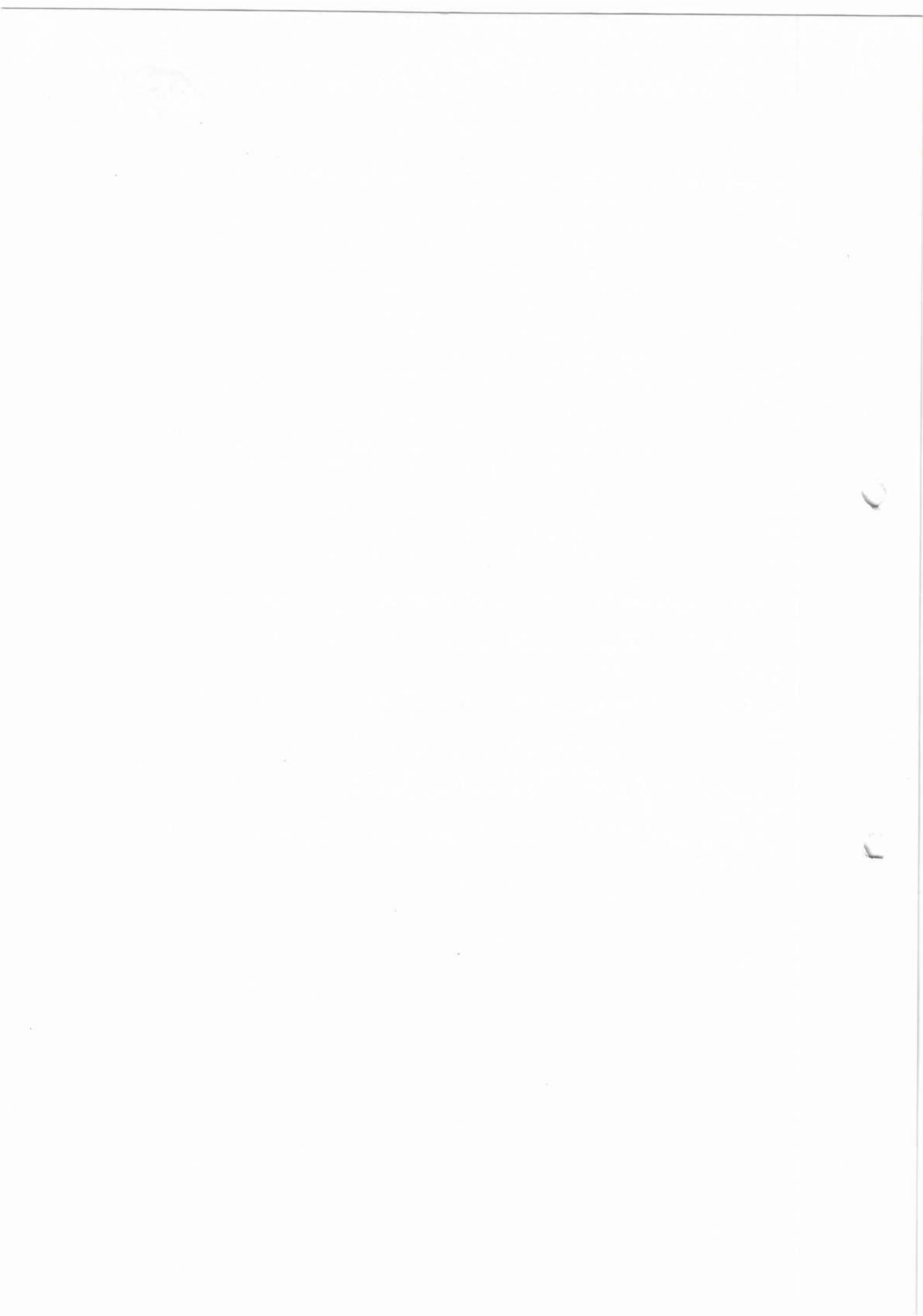


"Commercial Operation Date (COD)"	shall mean the date on which the commissioning certificate is issued upon successful commissioning (as per provisions of this Agreement) of the project;
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and 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 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.

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"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;
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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 ofMillion 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



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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.	Minimum 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 substation 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

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The first part of the paper discusses the importance of the study and the objectives of the research. It then proceeds to a literature review, followed by a description of the methodology used in the study. The results of the study are presented in the next section, followed by a discussion of the findings and their implications. The paper concludes with a summary of the main points and a list of references.

The study was conducted in a laboratory setting, using a series of experiments to measure the effect of different factors on the rate of reaction. The results show that the rate of reaction increases with increasing temperature and decreasing concentration of the reactants. The data also indicates that the reaction is first order with respect to the concentration of the reactants.

The findings of this study have important implications for the understanding of chemical reactions and the design of industrial processes. They also provide a basis for further research into the kinetics of chemical reactions.

6.1 *Dispatch and Scheduling*

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

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

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

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

ARTICLE 7: METERING

7.1 *Meters*

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

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

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

7.2 *Reporting of Metered Data and Parameters*

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

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

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

ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The RPG shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

8.2 Application of Insurance Proceeds

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power Project shall be applied as per such Financing Agreements.

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

8.3 Effect on liability of DISCOM

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

ARTICLE 9: APPLICABLE TARIFF



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

ARTICLE 10: BILLING AND PAYMENT

10.1 *General*

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

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

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

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

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

10.3 *Payment of Monthly Bills*

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

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

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

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

10.3.3 *Late Payment Surcharge*

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

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

10.3.5 ***Rebate***

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

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

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

10.4 ***Payment Security Mechanism***

Letter of Credit (LC):

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

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

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

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



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

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

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

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

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

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

10.5 Disputed Bill

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

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

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

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

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

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

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

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

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

10.6 Quarterly and Annual Reconciliation

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

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

10.7 Payment of Supplementary Bill

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

- i) Adjustments required by the Energy Accounts (if applicable); or
- ii) Change in Law as provided in Article 12

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

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

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

ARTICLE 11: FORCE MAJEURE

11.1 Definitions

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

11.2 Affected Party

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

11.3 Force Majeure

11.3.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

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

11.4 *Force Majeure Exclusions*

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

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

11.5 *Notification of Force Majeure Event*

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

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

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

11.6 Duty to Perform and Duty to Mitigate

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

11.7 Available Relief for a Force Majeure Event

11.7.1 Subject to this Article 11:

- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- (b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations;
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

ARTICLE 12: CHANGE IN LAW

12.1 Definitions

In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the bid submission, including

- (i) the enactment of any new law; or
- (ii) an amendment, modification or repeal of an existing law; or
- (iii) the requirement to obtain a new consent, permit or license; or
- (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the RPG; or (v) any change in the rates of any Taxes including any duties and cess or Introduction of any new tax made applicable for setting up the power project and supply of power from the Power project by the RPG Which have a direct effect on the Project. However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the RPG, or (iii) any change on account of regulatory measures by the Appropriate Commission.

In the event a Change in Law results in any adverse financial loss/ gain to the RPG then, in order to ensure that the RPG is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the RPG/ DISCOM shall be entitled to compensation by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

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

12.2 Relief for Change in Law

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

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

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 RPG Event of Default

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

- (i) the failure to commence supply of power to DISCOM up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue supply of Contracted Capacity to DISCOM after Commercial Operation Date throughout the term of this Agreement, or if
 - a) the RPG assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Power Project in contravention of the provisions of this Agreement; or
 - b) the RPG transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
 - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
 - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- (ii) if (a) the RPG becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the RPG, or (c) the RPG goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the RPG will not be a RPG Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or

reorganization and where the resulting company retains creditworthiness similar to the RPG and expressly assumes all obligations of the RPG under this Agreement and is in a position to perform them; or

- (iii) the RPG repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from DISCOM in this regard; or
- (iv) except where due to any DISCOM's failure to comply with its material obligations, the RPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPG within thirty (30) days of receipt of first notice in this regard given by DISCOM.
- (v) occurrence of any other event which is specified in this Agreement to be a material breach/default of the RPG.
- (vi) except where due to any DISCOM's failure to comply with its material obligations, the RPG is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the RPG within thirty (30) days of receipt of first notice in this regard given by DISCOM.

13.2 *DISCOM Event of Default*

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

- (i) DISCOM fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the RPG is unable to recover the amount outstanding to the RPG through the Letter of Credit,
- (ii) DISCOM repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the RPG in this regard; or
- (iii) except where due to any RPG's failure to comply with its obligations, DISCOM is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by DISCOM within sixty (60) days of receipt of notice in this regard from the RPG to DISCOM; or

if

- DISCOM becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
- any winding up or bankruptcy or insolvency order is passed against DISCOM, or
- DISCOM goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a DISCOM Event of Default, where such dissolution or liquidation of DISCOM or DISCOM is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to DISCOM and expressly assumes all obligations of DISCOM and is in a position to perform them; or;

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

13.3 Procedure for cases of RPG Event of Default

13.3.1 Upon the occurrence and continuation of any RPG Event of Default under Article 13.1, DISCOM shall have the right to deliver to the RPG, with a copy to the representative of the lenders to the RPG with whom the RPG has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (DISCOM Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Following the issue of a DISCOM Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

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

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

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

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

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

13.3.7 In the event the lenders are unable to substitute the defaulting RPG within the stipulated period, DISCOM may terminate the PPA and may acquire the Project assets for an amount equivalent to 90% of the debt due, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

13.4 *Procedure for cases of DISCOM Event of Default*

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

13.4.2 Following the issue of a RPG Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

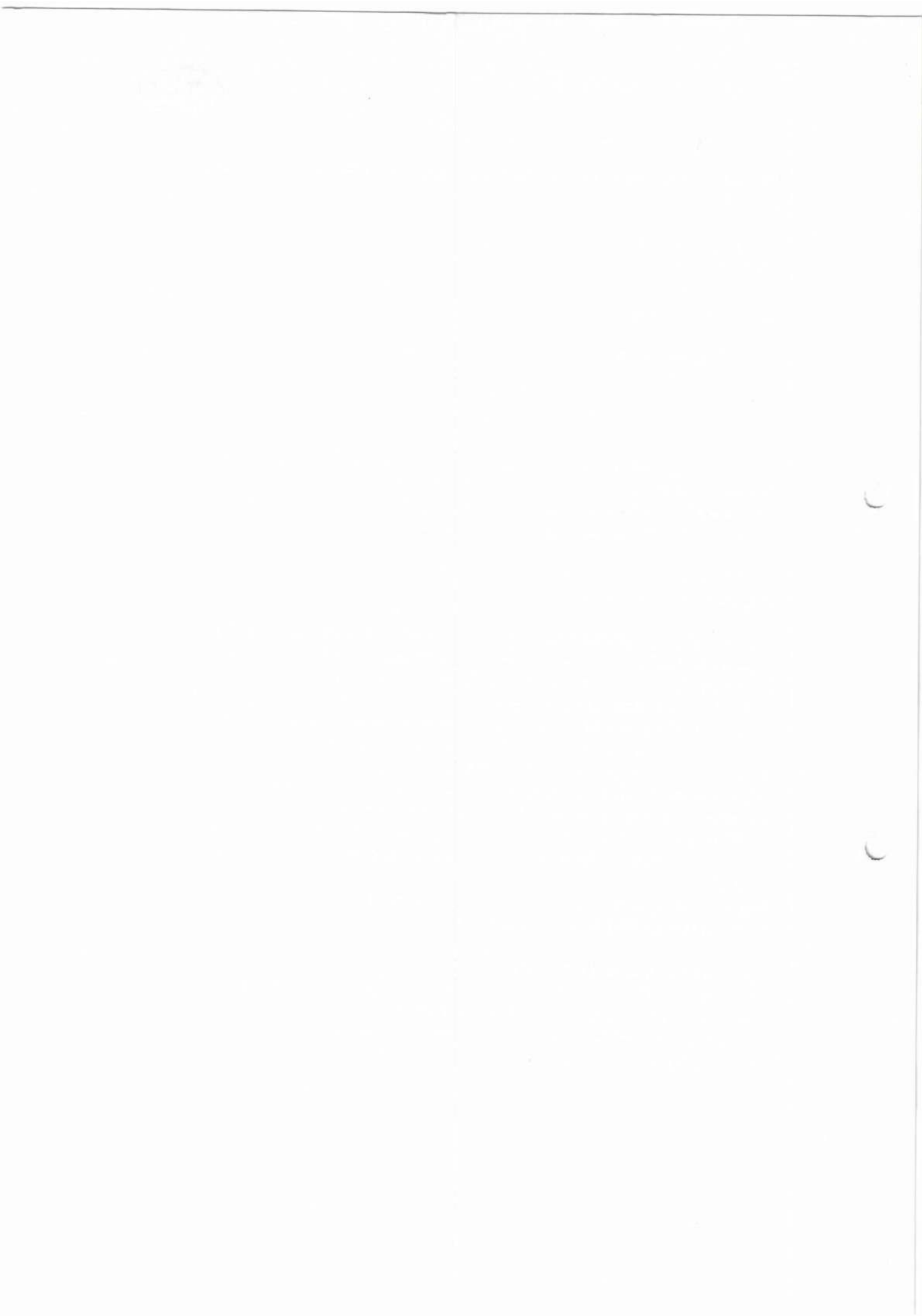
13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or DISCOM Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, DISCOM under intimation to RPG shall, subject to the prior consent of the RPG, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the RPG, or if no offer of novation is made by DISCOM within the stipulated period, then the RPG may terminate the PPA and at its discretion require DISCOM to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 150% (one hundred and fifty per cent) of the adjusted equity or, (ii) pay to the RPG, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the RPG.

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

13.5 *Termination due to Force Majeure*

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



ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 *Indemnity*

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

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

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

- a) any and all third party claims against the RPG, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by DISCOM of any of their obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the RPG from third party claims arising by reason of a breach by DISCOM of any of its obligations.

14.2 *Procedure for claiming Indemnity*

14.2.1 *Third party claims*

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

- i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 16.3.2; and
- ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

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

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

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

14.3 *Indemnifiable Losses*

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

14.4 *Limitation on Liability*

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

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

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14.5 *Duty to Mitigate*

14.5.1 The Parties shall endeavour 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.

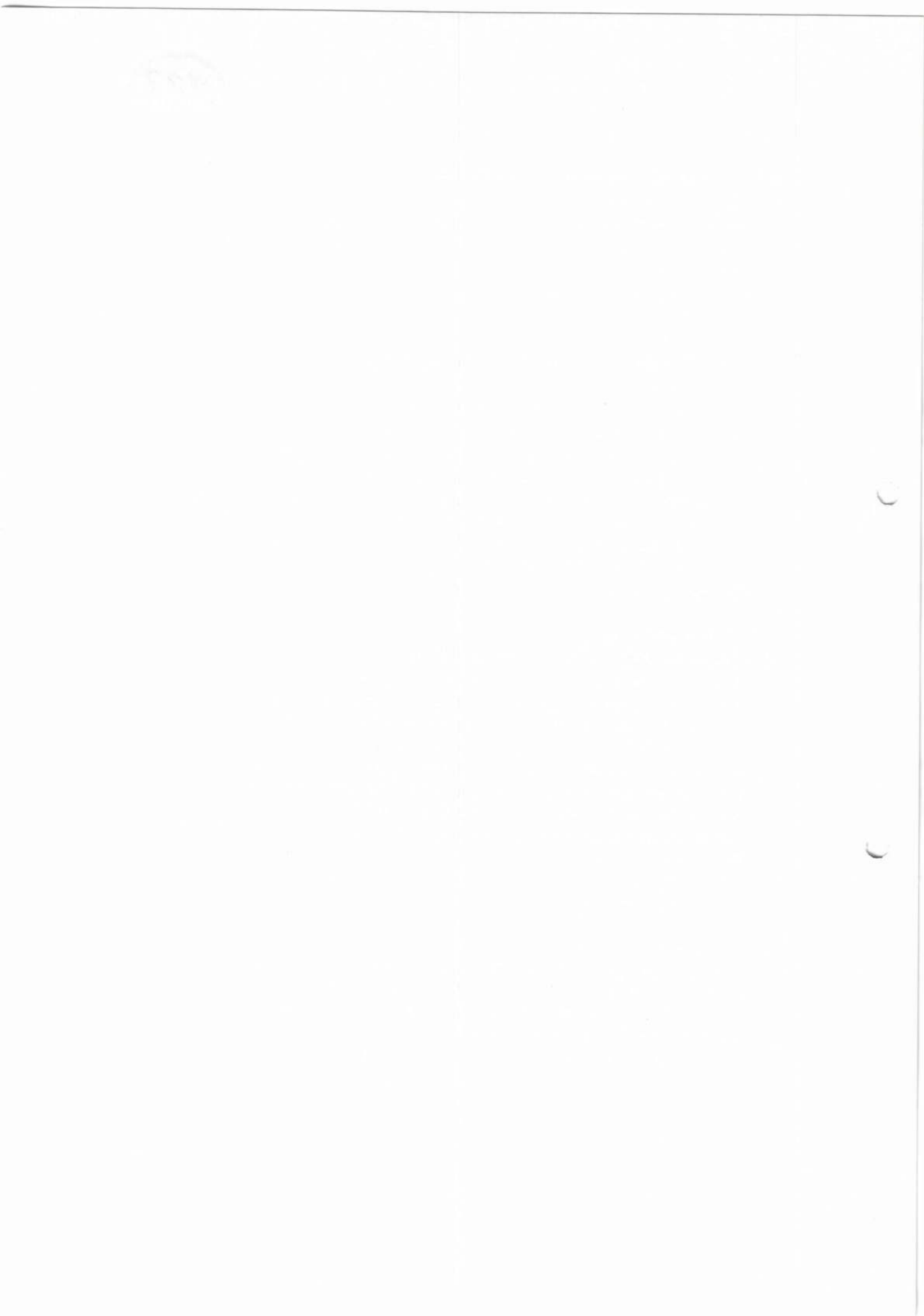
16.3 *Dispute Resolution*

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) 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

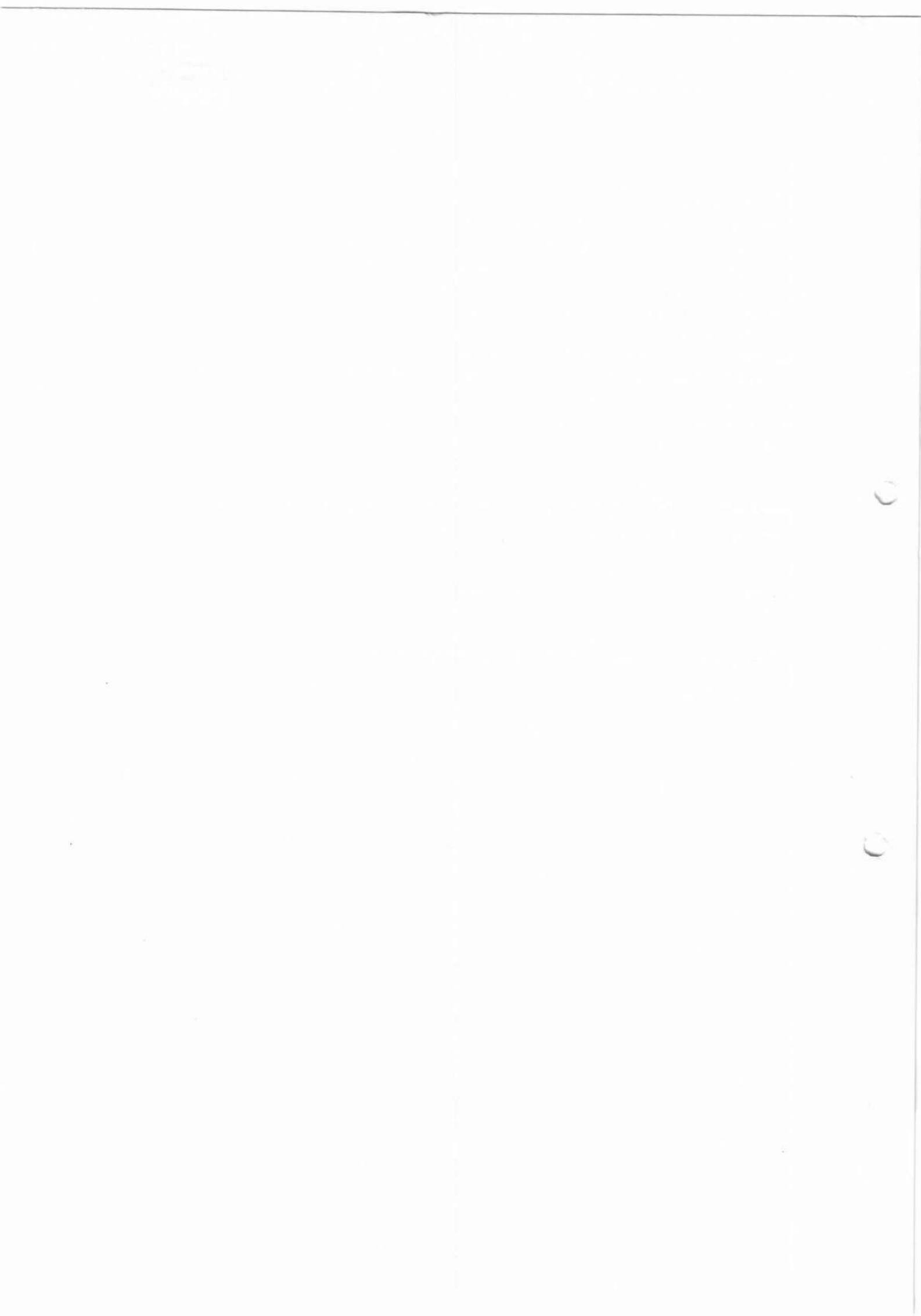
Signature with seal

Witness:

Witness:

- 1.
- 2.

- 1.
- 2.



Annexure-II

MODEL LEASE AGREEMENT

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

BETWEEN:

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

AND:

_____ (Name of Renewable Power Generator (RPG))

Represented by _____

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

I. WHEREAS the Lessor is the owner in possession of the Barren/ Agricultural land measuring _____ Acre _____ Kanal _____ marla _____ Share out of Hadbast No. _____ Khewat No. _____ Khatoni No. _____ Khasra No. _____ Mustil No. _____ Kila No. _____ situated at Village/City _____ Tehsil _____ District which is morefully described in the Schedule hereunder and hereinafter referred to as the Schedule property.

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

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

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

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

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

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

1. PURPOSE OF LEASE:

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

2. PERIOD OF THE LEASE

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

3. RENT

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

OR

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

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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.

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16. The sixteenth part of the report

17. The seventeenth part of the report

18. The eighteenth part of the report

19. The nineteenth part of the report

20. The twentieth part of the report

- 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;

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- (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.



THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
530 SOUTH EAST ASIAN AVENUE
CHICAGO, ILLINOIS 60607-7070
TEL: (773) 936-7000 FAX: (773) 936-7001

CHICAGO, ILLINOIS 60607-7070
TEL: (773) 936-7000 FAX: (773) 936-7001

CHICAGO, ILLINOIS 60607-7070
TEL: (773) 936-7000 FAX: (773) 936-7001

CHICAGO, ILLINOIS 60607-7070
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CHICAGO, ILLINOIS 60607-7070
TEL: (773) 936-7000 FAX: (773) 936-7001

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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.

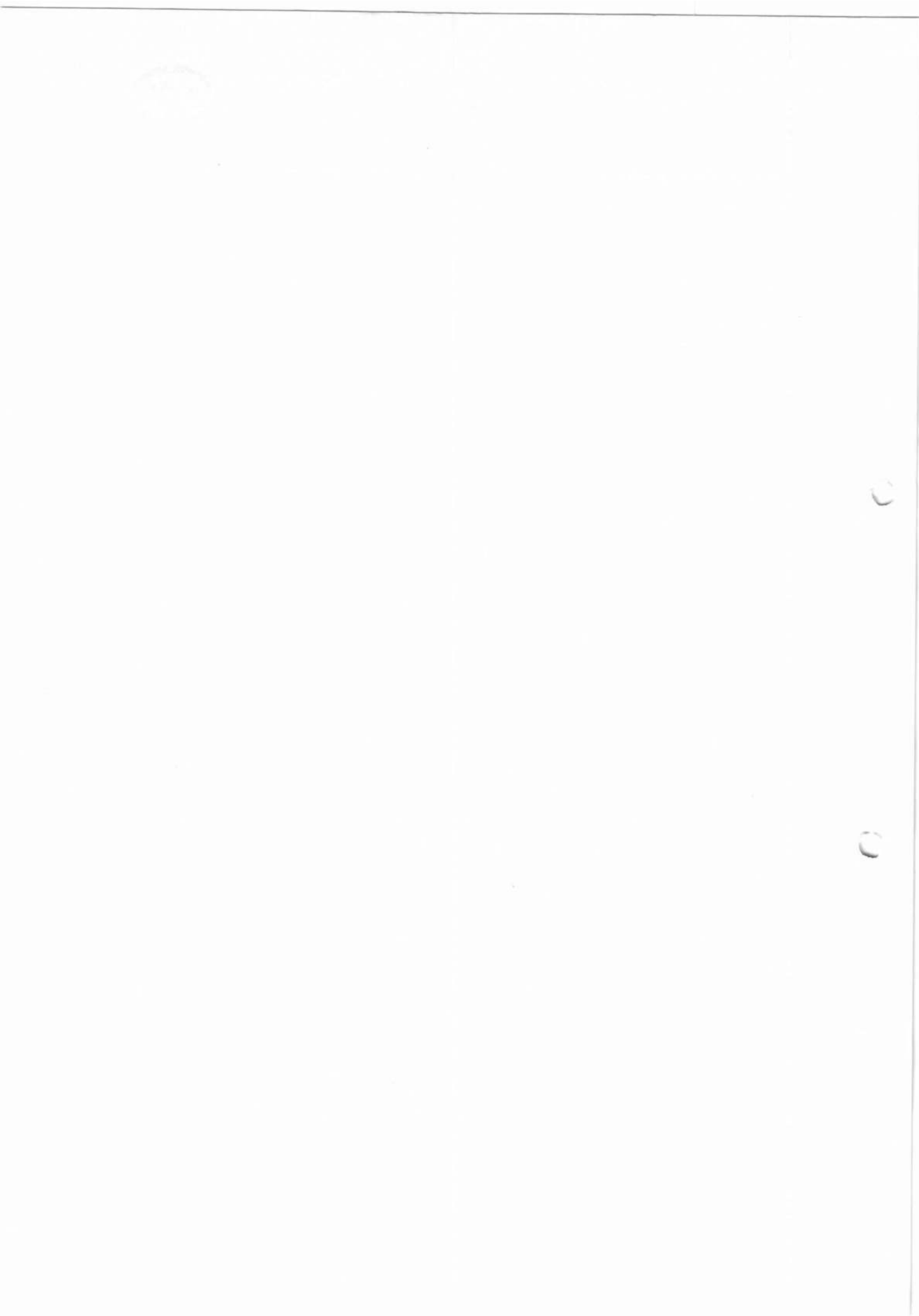
LESSOR

LESSEE

WITNESSES:

1.

2.



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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 :

141

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.

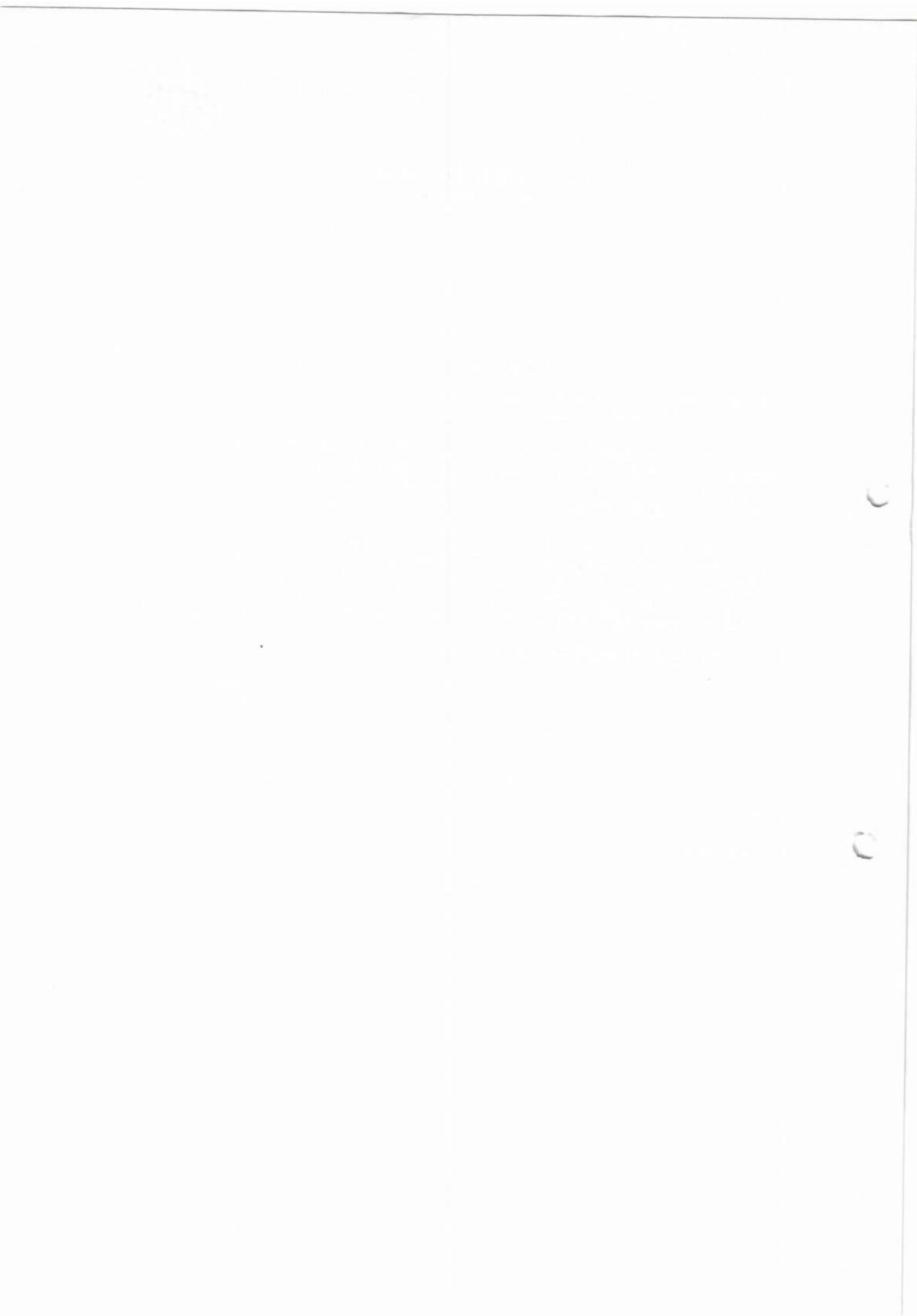
3. This issues with approval of Competent Authority.



(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.

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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 bid 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 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.

12-11

The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, for the year ending December 31, 1962:

1. The total number of acres of land owned by the United States is 1,000,000,000.

2. The total number of acres of land owned by the State of California is 100,000,000.

3. The total number of acres of land owned by the County of Los Angeles is 10,000,000.

4. The total number of acres of land owned by the City of Los Angeles is 1,000,000.

5. The total number of acres of land owned by the City of Los Angeles is 1,000,000.

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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: 31 December 2019

Office Memorandum

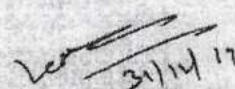
Subject: Clarification for implementation of Pradhan Mantri Kisan Urja Suraksha evam Uthan Mahabhiyan (PM-KUSUM) Scheme.

This refers Ministry's OM of even number dated 22.7.2019 and dated 19.8.2019 vide which Guidelines and amendment in Guidelines for implementation of PM-KUSUM Scheme were issued respectively.

2. Clarifications have been sought by Implementing Agencies on certain issues related to implementation of PM-KUSUM Scheme. Accordingly, following is clarified:

- a. The Distribution Companies (DISCOMs) can, if they desire so, pass on the Procurement Based Incentive (PBI) given to DISCOMs by the Central Government under Component-A of the Scheme, to the Renewable Energy Power Plant owner to get more competitive tariff of RE Power under the Scheme.
- b. Implementing Agencies, if they desire so, can invite a single bid under Component-A of the Scheme on the basis of pre-fixed levelised tariff for installation of RE power plants for all distribution sub-stations in the state/DISCOM area. However, adequate measures should be taken to ensure transparency & objectivity for allocating capacity to applicants. Further, in case the applications are received for capacity that is more than capacity available for injection at a particular distribution sub-station, a transparent methodology may be adopted for allocation of capacity in such cases.
- c. Regarding availability of Central Financial Assistance (CFA) for solarisations of pumps of capacity above 7.5 HP under Component-C of the Scheme, it is again clarified that solarisation of pumps of capacity higher than 7.5 HP is also allowed, however, the CFA in such cases would be limited to the CFA applicable for pumps of capacity 7.5 HP in the respective State/UTs.

3. This issues with the approval of Competent Authority.


(J K Jethani)
Scientist-E

To
All Concern

148/58

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

Block No. 14, CGO Complex
Lodi Road, New Delhi 110003
Dated: 17 March 2021

ORDER

Subject: Sanction for Solarization of Agricultural Feeders under Component-C of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM) for FY 2020-21

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 for FY 2020-21, 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) for Feeder Level Solarization under Component-C	Sanctioned Quantity of Solarization of Existing Agricultural Pumps (Nos.)
1	Andhra Pradesh Green Energy Corporation Limited	50,000
2	Gujarat Urja Vikas Nigam Limited	500
3	Jharkhand Bijli Vitran Nigam Limited	10,000
4	Kerala State Electricity Board Limited	2,000
5	Meghalaya Energy Corporation Limited	10,000
6	Uttar Pradesh Power Corporation Limited	30,000

2. 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.

3. 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.

4. 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.

[Signature]

5. 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.
6. 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 bid for supply of solar power at Rs. 1.50/kWh.
7. 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.
8. 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.
9. 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.
10. SIAs will ensure use of indigenously manufactured solar panels with indigenous solar cells and modules. 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 shall provide declaration to concerned SIA with a list of imported components used in the solarisation system.
11. 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.
12. 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.
13. 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.
14. 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 CAQ of India and Internal Audit by the Principal Accounts Office of the MNRE), whenever the organization is called upon to do so.
15. 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.





16. As per Rule 234 of GFR-2017, the sanction has been entered at S. No. 07 & Page No. 51 in the Expenditure Register of this Division.

17. This sanction is issued to State Implementation Agencies which are not Non-Governmental Organizations (NGOs)/ Civil Society Organizations (CSOs)/ Voluntary Organizations (VOs).

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 & MJI (Science Audit), AGCR Building, New Delhi
3. Pay and Accounts Officer, MNRE
4. IED, MNRE
5. Sanction folder

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

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

Date: 11 May 2022

Office Memorandum

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

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

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

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

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

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

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

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

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

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

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

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

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

5. This issues with approval of Competent Authority.


(Shobhit Srivastava)
Scientist-D

To

All concerned

No. 283/16/2023-GRID SOLAR

भारत सरकार / Government of India

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

ग्रिड सौर ऊर्जा प्रभाग / Grid Solar Power Division

Atal Akshay Urja Bhawan,
Lodhi Road, New Delhi – 110003

Dated: 10th March, 2023

OFFICE MEMORANDUM

Sub: Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019: Amendment - reg.

Ref:

- i. MNRE's O.M. No. 283/54/2018-GRID SOLAR dated 2nd January, 2019 reg. Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019; and
- ii. Amendment to Order at (i) above vide MNRE's O.M. No. 283/54/2018-GRID SOLAR-Part(1) dated 2nd February, 2021.
- iii. Amendment to Order at (i) above vide MNRE's O.M. No. 283/54/2018-GRID SOLAR-Part(2) dated 13th January, 2022.
- iv. Amendment to Order at (i) above vide MNRE's O.M. No. 283/54/2018-GRID SOLAR-Part(2) dated 28th March, 2022.
- v. Clarification to Order at (i) above vide MNRE's O.M. No. 283/54/2018-GRID SOLAR-Part(5) dated 07th October, 2022.

With reference to the Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019 and subsequent amendments and clarification thereto, the undersigned is directed to convey that subject Order is hereby 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.

2. This issues in line with the approval of Hon'ble Minister (NRE & Power).



(Sanjay G. Karndhar)

Scientist-D

Email: karndhar.sg@nic.in

To:

All concerned

Copy to:

Director (Technical), NIC, MNRE, for uploading on MNRE Website

No. 283/16/2023-GRID SOLAR

भारत सरकार / Government of India

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

ग्रिड सौर ऊर्जा प्रभाग / Grid Solar Power Division

Atal Akshay Urja Bhawan,
Lodhi Road, New Delhi - 110003Dated: 9th February 2024OFFICE MEMORANDUM

Sub: Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019 - reg.

Ref:

Vide MNRE's Order of even no. dated 10th March 2023, the Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019 (ALMM Order) was held in abeyance for one financial year, i.e. FY 2023-24. As per further decision on this issue, the undersigned is directed to convey that:

- a) The ALMM [Approved List of Models & Manufacturers] for Solar PV Modules, is being re-imposed with effect from 1st April, 2024.
 - b) The ALMM will apply as per the Law, only to those projects which are sponsored/ subsidized by the Government. ALMM will apply to Government or its agencies procuring power for its own consumption or for distribution to the people through Distribution Companies. ALMM will apply to Solar PV Rooftops and PM KUSUM; which are subsidized. The ALMM will not apply to projects set up under open access or as captive by private parties. In other words, ALMM will not be applicable for people who set up their own capacity.
 - c) Aforesaid order of even no. dated 10th March 2023, Inter-alia, conveyed that projects commissioned by 31st March 2024 will be exempted from the requirement of procuring Solar PV modules from ALMM. However, now, it has been decided that the relaxation in ALMM shall apply to all cases where the projects are in advanced stage of construction and the order for the modules has been placed before 31st March 2024. That the plant is in advanced stages of construction and the irrevocable LC has been opened before 31st March, 2024, will be subject to verification.
2. This issues in line with the approval of Hon'ble Minister (NRE & Power).

(Sanjay G. Karndhar)

Scientist-E

Email: karndhar.sg@nic.in

To: All concerned

Copy to: Director (Technical), NIC, MNRE, for uploading on MNRE Website

755

No. 283/16/2023-GRID SOLAR

भारत सरकार / Government of India

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

ग्रिड सौर ऊर्जा प्रभाग / Grid Solar Power Division

Atal Akshay Urja Bhawan,
Lodhi Road, New Delhi – 110003

Dated: 15th February 2024

OFFICE MEMORANDUM

Sub: Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019 - reg.

The undersigned is directed to convey that the O.M. of even no. dated 9th February, 2024 (copy enclosed) on the subject issue, is hereby held in abeyance till further orders.

2. This issues with the approval of Hon'ble Minister (Power & NRE).

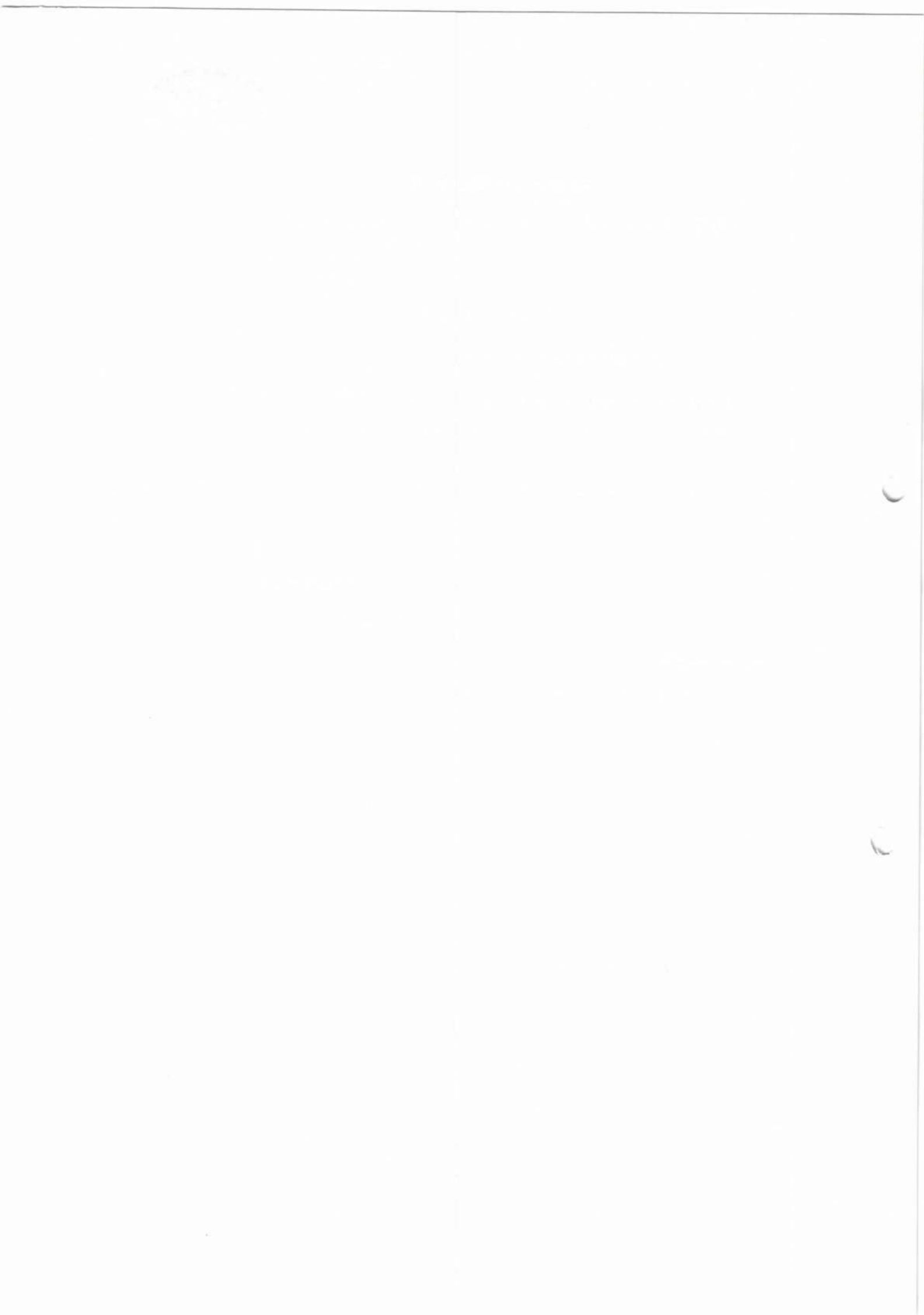


(Sanjay G. Karndhar)
Scientist-E

Email: karndhar.sg@nic.in

To: All concerned

Copy to: Director (Technical), NIC, MNRE, for uploading on MNRE Website



No. 283/16/2023-GRID SOLAR

भारत सरकार / Government of India

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

ग्रिड सौर ऊर्जा प्रभाग / Grid Solar Power Division

Atal Akshay Urja Bhawan,
Lodhi Road, New Delhi – 110003Dated: 9th February 2024OFFICE MEMORANDUM

Sub: Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019 - reg.

Ref:

Vide MNRE's Order of even no. dated 10th March 2023, the Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019 (ALMM Order) was held in abeyance for one financial year, i.e. FY 2023-24. As per further decision on this issue, the undersigned is directed to convey that:

- a) The ALMM [Approved List of Models & Manufacturers] for Solar PV Modules, is being re-imposed with effect from 1st April, 2024.
 - b) The ALMM will apply as per the Law, only to those projects which are sponsored/ subsidized by the Government. ALMM will apply to Government or its agencies procuring power for its own consumption or for distribution to the people through Distribution Companies. ALMM will apply to Solar PV Rooftops and PM KUSUM; which are subsidized. The ALMM will not apply to projects set up under open access or as captive by private parties. In other words, ALMM will not be applicable for people who set up their own capacity.
 - c) Aforesaid order of even no. dated 10th March 2023, inter-alia, conveyed that projects commissioned by 31st March 2024 will be exempted from the requirement of procuring Solar PV modules from ALMM. However, now, it has been decided that the relaxation in ALMM shall apply to all cases where the projects are in advanced stage of construction and the order for the modules has been placed before 31st March 2024. That the plant is in advanced stages of construction and the irrevocable LC has been opened before 31st March, 2024, will be subject to verification.
2. This issues in line with the approval of Hon'ble Minister (NRE & Power).

(Sanjay G. Karndhar)

Scientist-E

Email: karndhar.sg@nic.in

To: All concernedCopy to: Director (Technical), NIC, MNRE, for uploading on MNRE Website

No. 283/16/2023-GRID SOLAR

भारत सरकार / Government of India

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

ग्रिड सौर ऊर्जा प्रभाग / Grid Solar Power Division

Atal Akshay Urja Bhawan,
Lodhi Road, New Delhi – 110003

Dated: 29th March, 2024

OFFICE MEMORANDUM

**Sub: Approved Models and Manufacturers of Solar Photovoltaic Modules
(Requirements for Compulsory Registration) Order, 2019 - reg.**

1. Vide MNRE's Order of even no. dated 10th March 2023, the Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019 (ALMM Order) was held in abeyance for one financial year, i.e. FY 2023-24. It is clarified that the ALMM [Approved List of Models & Manufacturers] for Solar PV Modules, shall accordingly come into effect from 1st April, 2024.
2. Each project where the solar PV modules have been received at the project site by 31st March, 2024 and is unable to get commissioned by that day, on account of reasons beyond the control of the renewable power developer, would be examined separately.
3. This issues with the approval of Hon'ble Minister (Power & NRE).



(Sanjay G. Karndhar)

Scientist-E

Email: karndhar.sg@nic.in

To: All concerned

Copy to: Director (Technical), NIC, MNRE, for uploading on MNRE Website

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

[Signature]

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

6. The process of tendering and signing of work agreement with EPC contractor shall be completed by the concerned SIA within six months from the date of issuance of sanction by MNRE. The maximum timeline allowed for commissioning of solar power plant by RESCO Developer will be nine months from the date of signing of PPA. SIAs shall submit progress reports and completion reports on the online portal for PM-KUSUM Scheme.
7. If implemented in RESCO mode, concerned State Government may choose to provide upfront subsidy in lieu of electricity subsidy being given to agriculture consumers. This upfront subsidy from state could be in the form of VGF to RESCO developer, in addition to 30% CFA, to supply power to farmers of an agriculture feeder at present subsidised rates or any other rate fixed by state Government. For example, if present subsidised rate for agriculture is Rs. 1.50/kWh, the RESCO developer will be selected on the basis of lowest VGF bid 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 DoI, 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.

Sankar...

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

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

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

ORDER

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

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

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

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

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

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

[Signature]

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

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

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

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

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

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

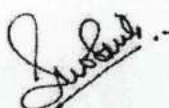
12. SIA shall be liable for recovery of the whole or part amount of the CFA, with applicable penal interest, in case of non-compliance of the provisions of the Scheme/Sanction.

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

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

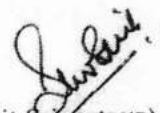
15. In terms of provisions contained in Rule 236(i) of GFR 2017, the account of concerned SIA shall be open to inspection by the sanctioning authority and audit (both by CAG of India and Internal Audit by the Principal Accounts Office of the MNRE), whenever the organization is called upon to do so.

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



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

18. This issues with the approval of Competent Authority.


(Shobhit Srivastava)
Scientist D

Phone No: 011-24360707/1016

To

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

Copy to:

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

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	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@gmail.com	web site: www.guvnl.com	

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,

Addl. Chief Engineer (Tech)

CFWC:-

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