7797/2024

BEFORE THE GUJARATELECTRICITYREGULATORYCOMMISSION
GANDHINAGAR

Petition No.____ of 2024

IN THE MATTER OF:

Petition under Section 63 read with 86(1)(b) and other applicable provisions of the Electricity Act 2003 seeking for adoption of tariff discovered under tariff based competitive bidding process conducted by DGVCL vide RfS No. DGVCL/C&R/DSM/PM-KUSUM-C FLS/TN-03 Dtd.01.03.2024 for 64Nos of solar plants of total 160.00 MW, through RESCO model, for solarization of various 11 KV feeders in DGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.

DakshinGujarat Vij Co. Ltd., Surat
Urja Sadan
Nana Varachha Road,
Kapodara,
SURAT-395 006

PETITIONER

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 seven separate 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. Paschim Gujarat Vij Company Ltd. (PGVCL), Madhya Gujarat Vij Company Ltd. (MGVCL), Dakshin Gujarat Vij Company Ltd. (DGVCL) and Uttar Gujarat Vij Company Ltd. (UGVCL) - 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)**

(Guj.) No.707 Exp. Date 11-02-2029 GUJARAT (INDIA)

(b) and other applicable provisions of the Electricity Act 2003 seeking approval of adoption of the tariff discovered under tariff based competitive bidding process for the PM KUSUM component - C FLS (Feeder Level Solarization) scheme conducted by the petitioner through RfS (Request for Solarization) No. DGVCL/C&R/DSM/PM-KUSUM-C FLS/TN-03 Dtd.01.03.2024.

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 evem Utthan Mahabhiyan (PM KUSUM) Scheme for installation of solar pumps and grid connected solar power plants, covering three components, viz.

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

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

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

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

2.4 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.

2.5 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.

A copy of the the scheme guideline and its amendments are enclosed herewith as **Annexure- C (Colly.)**

2.6 **PM-KUSUM-C FLS scheme – Progress so far for tenders TN-02:**
Under the scheme, initially the MNRE, Government of India, vide letter 32/54/2018-SPV Division dated 18/05/ 2022 has sanctioned the 39,332 nos. of quantity as well as vide letter 32/54/2018-SPV Division dated 05/08/2022 has sanctioned the 2,60,668 nos. of quantity of existing agriculture pump-sets for state owned DISCOMs of GUVNL(State Implementing Agency) to be solarized. In terms of the above and allocation to DGVCL is 39500nos, DGVCL had initiated a tariff based competitive bidding process (Tender no. DGVCL/Project/DSM/PM-KUSUM-C FLS/TN-02 Dtd.27.03.2023) and a total of 1613 was selected and a Petition under Section 63 read with 86(1) (b) and other applicable provisions of the Electricity Act 2003 for adoption of tariff discovered under tariff based competitive bidding process conducted by DGVCL was filed before Hon'ble Commission being vide 2338 of 2024, on 23.01.2024 which is currently pending.

2.7 The MNRE, vide order dtd.21/08/2024, extended validity of the sanctions orderdated18/05/2022 and 05/08/2022 from 21/08/2024 to 31/12/2025 for both the orders.

2.8 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 Agricultural. Pump sets to Gujarat state, i.e. state owned DISCOMs of GUVNL and based on that GUVNL has allocated vide letter GUVNL/Tech/ Solar Cell / PM KUSUM-C / FLS/118, Dtd.23/01/2024 of 5,000 Agricultural Pump sets to DGVCL and authorized DGVCL to invite the RFS to select Solar Power Generator Solar Power Generator (SPG) in line with the procedure followed / adopted in last tender. Further, MNRE, Government of India, vide letter 32/54/2018-SPV Division dated 20/08/2024 has sanctioned additional 1,00,000 nos. of Agricultural Pump sets to Gujarat state, i.e. state owned DISCOMs and based on that GUVNL has allocated vide letter GUVNL/Tech/ Solar Cell / PM KUSUM-C / FLS/1326, Dtd.15-10-2024 of 20,000 Agricultural Pump sets to DGVCL by considering the quantity to be finalized or already finalized in last invited tenders by respective DISCOMs.

2.9 Now, PM KUSUM Component-C feeder level Solarization tender as per the resolution passed at 144th DGVCL Board meeting held on dt.27.09.2024 LoI (Letter of Intent) issued to eligible bidders & accordingly acceptance of LoI received for total 73005 nos. of agricultural pumps set having 64 no. of solar plants with 160 MW solar plant capacity. As per earlier allocation of 25,000 no. of agricultural pumps sets. We required additional 48005 no. of agricultural

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pumps sets to accommodate/fulfill 73005 no. of agricultural pumps set quantity as per LoI accepted by bidders for the aforesaid tender. DGVCL write letter to GUVNL for Re-Allocation of Quantity under Feeder Level Solarization Component-C of PM-KUSUM DGCS/0852/11/2024 Date: 21-11-2024. It is in under approval at GUVNL.

2.10 It may also be noted that the Joint Secretary, Ministry of New and Renewable Energy Govt. of India has issued D.O. letter vide no. 32/10/2021 SPV Division dtd.25th October 2024 to all DISCOMs and has been informed to complete the process of signing of PPAs under the allocated sanctions by 31st December 2024 in order to allow the projects to be finished before the sunset date of the scheme which is 31st March 2026 considering the time to be taken for all formalities and commissioning of the projects. A copy of the Letter dated 25.10.2024 is attached hereto and marked as **Annexure D.**

2.11 On the basis of above guideline, DGVCL has invited RFS (Request for Selection) tender TN-03 for setting up of solar power projects under RESCO model.

3. **Brief of the RFS tender TN-03 are as under**:

3.1 DGVCL issued the Request for Selection (RfS) No. **DGVCL/C&R/DSM/PM-KUSUM-C FLS/TN-03 Dtd.01.03.2024** for design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended beyond 25 years by both the parties on mutual agreement) from COD of grid connected feeder level solar power plants, its associated 11KV line to connect the plant with concerned sub-station and RMS (Remote Monitoring System) of solar power plant through RESCO model for solarization of various 11KV feeders of 66 KV substation in DGVCL 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.

3.2 Further, DGVCL 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-03	05.03.2024	All Gujarat editions, Sandesh
2	TN-03	05.03.2024	All India editions, The Indian express
3	TN-03	05.03.2024	All India editions, Financial Express

The Copies of the public notices of the tender are attached herewith at **Annexure-E (Colly.)**

3.3 The List of solar power plants with detail of name of sub-station, nos of Agricultural feeders, Agricultural pump set, plant capacity in MW was published in RFS as per MNRE guidelines. Summary of plants published under TN-03 RFS is as under:

Sr No.	No. of 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	**159**	**514**	**161727**	**315**

Detailed breakup of the plants is mentioned in Annexure-3 of the TN-03 Tender.

3.4 **The Salient feature of the tender TN-03**:

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 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 DGVCL and/or Govt. assumes no responsibility in procuring / arranging for project land.**
3	Delivery point	11 KV Bus of associated 66Kv/11kvsubstation.
4	Notified Solar Capacity	The notified solar capacity against each sub-station (i.e. for each bid) is as per **Annexure 3 of RFS.**
5	Bid capacity to participating in the bid	There shall be single bid for each selected sub-station. The bidder is allowed to bid for a minimum capacity of 0.5 MWp and maximum upto notified capacity for the respective Sub-station in multiple of 0.5 MWp.
6	Location wise project capacity	Irrespective of capacity bided for a given sub-station Sub- station, the solar project capacity at single location shall be minimum 0.5 MWp& maximum upto 4 MWp. The bidder shall have discretion to install solar power project at multiple location for bided capacity under the given bid considering the availability of land. It is to clarify that in case of bided capacity is more than 4 MW, the bidder is allowed to set up solar project for more than 4 MWp at single location subject to establishment of multiple 11 KV evacuation line & separate metering arrangement for each line considering limit of 4 MWp for 11 KV line.
7	Evacuation of Power & metering arrangement	The bidder shall be responsible to deliver the power up to 11 KV bus of selected 66/11 KV sub-station. The 11 KV evacuation line shall be constructed and maintained by the bidder during the tenure of PPA. 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 (up to 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 S/S wall. In no case, evacuation at 66 KV voltage level shall be permitted.

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8	Guaranteed CUF / min CUF	19% (fixedi.e.noderation permitted) CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a 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 installments as follows: i. First release of 30% of the eligible CFA shall be released on completion of 30% of the total work. ii. Second release of 30% of the eligible CFA shall be release on completion of 75% of the total work; and iii. Final release of 40% of the eligible CFA shall be released on the successful completion of the project. Further, Final installment 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 Installment:

- Milestone Achieved : 30% of work
- Activities to be completed by the project Developer :

i) Letter of Award and signing of PPA by Project 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 Installment:

- 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 Installment 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 Installment:

		➢ Milestone Achieved: 100% of work ➢ Activities to be completed by the project Developer: i) Installment 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 Installment 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. SPG shall give an undertaking that he shall not sell power to any other party / buyer except the DGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to DGVCL. For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project.
10	Mode of bid submission	All required documents are to be submitted in online mode only except documents required against payment of tender fee & earnest money deposit (EMD) etc. as specified in tender shall be required to submit in physical mode also.
11	Selection criteria	The bidder(s) shall be selected in ascending order of quoted tariff up to notified project capacity of the sub-station under bucket filling mode through reverse auction e-bidding. Say, a bidder who has quoted lowest tariff shall be awarded solar capacity for which bid is submitted and thereafter subsequent lowest bidder, and so on, till the notified capacity of given 66 KV Sub-station is exhausted.
12	Bid Validity	120 days from the date of opening of online Technical bid.
13	Performance Bank Guarantee(PBG)	Performance Bank Guarantee (PBG) of Rs. 5 Lakh / MW basis is required to be submitted to DGVCL by the successful bidder upon issuance of Letter of Award by

	against commissioning	DGVCL towards payment security mechanism for recovery of liquidated damages for delay in commissioning of solar power project beyond scheduled commercial operation date. The PBG will be returned to the SPG after successful commissioning of solar power plant within scheduled commercial operation date. The PBG shall be valid from the date of issue until 4months 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 4months 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.pump sets 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 5,000 Ag. Pump sets to DGVCL 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	25years (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 up to 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 up to 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 up to 7.5 HP. Thus, the notified solar capacity for the Sub-station is decided as aggregate of AG load up to 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.

3.5 In terms of the RfS, the Project milestones and timelines are as under:

S. No.	Milestone	Timeline
1	Issuance of Letter of Intent (LoI) to the successful bidders -SPG	T1
2	Unconditional acceptance of LoI by successful Bidder	T1 + 7 days
Petition will be filed by DGVCL before GERC for adoption of tariff discovered under e-reverse bidding process		
3	Issuance of Letter of Award (LOA) to the successful bidder after adoption of tariff by GERC	T2
4	Unconditional acceptance of Letter of Award (LOA) by successful Bidder	T2 + 7 days
5	submission of Performance Bank Guarantee by successful Bidder	T2 + 15 days
6	Signing of PPA between selected bidder (SPG) and DGVCL	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)

3.6 The basis of evaluation of the bids shall be the fixed tariff for 25 years in Rs. Per kWh quoted in the Price Schedule. It is further to clarify that all the costs, distribution losses up to the delivery point including applicable taxes (incl. GST and cess as applicable), duties, etc. pertaining to design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant, shall be borne by the successful bidder. Bidders are required to quote the tariff on firm price End cost and no price variation shall be considered during the tenure of Power Purchase Agreement except Change in Law conditions provided in the Power Purchase Agreement.

3.7 The tender documents (RFS and PPA) of above mentioned tender were published on the website of the petitioner for downloading the copy of the tender documents for participation in e-bidding procedure including e-reverse auction. Further, a pre-bid meeting was held at DGVCL, Corporate office, Surat, on 18/03/2024 where in, 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 DGVCL including Amendments are annexed herewith as **Annexure-F (Colly)**.

3.8 The last date of submission of bid in the tendering process was 26/03/2024 and the same were extended six times with a view to receive good participation. Originally, the last date of bid submission was 26/03/2024, scheduled date of EMD opening was 27/03/2024, scheduled date of opening of technical bid was 03/04/2024 and scheduled date of opening of price bid was 08/04/2024. Amendments for time limit extension were given vide Amendment -1 due to uploading revise Annexure -3 on date 02/03/2024 at N- procure website Amendment-2 dated 20/03/2024, Amendment-3 dated 16/04/2024, Amendment-4 dated 01/05/2024, Amendment-5 dated 15/05/2024, Amendment-6 dated 01/06/2024 and Amendment-7 dated 10.06.2024. As per final Amendment-6, the last date of bid submission was 19/06/2024, scheduled date of EMD opening was 20/06/2024, scheduled date of opening of technical bid was 26/06/2024 and scheduled date of opening of price bid was 01/07/2024.

4 The stage wise evaluation of tender TN-03:

4.1 Prelim Stage :

- Opening of online EMD and Tender fee stage was done on 24/06/2024.
- On evaluation of Online and physical documents submission by the bidders, 116 bids were received, out of which, 116 Nos. of bids from 31 bidders of 67nos of plants were qualified for next stage of technical evaluation.
- The detailed evaluation bid-committee report of prelim stage is attached as an **Annexure-G (Colly).**

4.2 Technical Stage :

- Opening of Technical stage was done on 31/07/2024.
- Our technical scrutiny team observe that one bidder had not submit the "Form no.5 positive net worth certificate that net worth as on 31.03.2023/31.12.2023 is positive, As per tender Clause Section: G. Eligibility &qualification of Bidders, Clause no.G.2 (a) Net worth: The entity shall have positive net". In view of the same, vide ref Letter No: DGCS/0561/08/2024 Dt: 12-08-2024, the said bid was disqualified for next stage of price bid evaluation.
- Thus on evaluation of qualification criteria of Positive net worth of various bidders of 116 bids from 31 bidders, 115 bids from 30 bidders of 67nos 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-H (Colly).**

4.3 Price bid Stage :

- Opening of Price bid stage was done on 17/08/2024.
- The Price bids were opened for eligible 115 bids from 30 bidders of 67nos of plants and after financial evaluation, considering provision of disqualification of H1 bidder criteria, there are 115 bids from 30 bidders of 67nos of plants are qualified for further tender process.
- The detailed evaluation bid-committee report of Price bid stage with plant wise online quoted price by bidders is attached as an **Annexure-I(Colly).**

4.4 The summary of above evaluation stages are as under;

Stage of evaluation	Solar Plants	Ag. Feeders	Ag. Consumers	Aggregate notified capacity MW	Eligible Bidders	Eligible Bids	Remarks
Tender	159	514	161727	315	-	-	-
Bids received	67	256	89609	201.5	31	116	Based on Form-3
Prelim bid	67	256	89609	201.5	31	116	-
Technical bid	67	256	89609	201.5	30	115	01 nos bidder not submit the "Form no.5 positive net worth certificate net worth as on 31.03.2023/31.12.2023 is positive
Price bid	67	256	89609	201.5	30	115	All 30 Nos. of bids price bid Opened
Total Eligible bids	67	256	89609	201.5	30	115	Not more than 05 Bidders. Hence, all bidders are eligible.
Plants having Multi Bid	31	136	45182	111.5	21	79	**Plants eligible for e-Reverse Auction**
Plants having Single Bid	36	120	44427	90	16	36	**Plants having Single Bid (No RA)**

4.5 The Details of tender, last date of bid submission as per RFS, No.of bids received, Technical bid opening date, E-reverse auction carried out are as under;

Sr No	Bid(RFS) No. TN-03(bid invitation date)	Total No. of Solar Plants for which bids were Invited	Total No. of Solar Plants against which bids were received (by due date)	Total No. of bids received (by due date)	Total No. of bids qualified in Preliminary and Techno-commercial Evaluation & their financial (Price) bids Were opened (with date of Open of Tech-bid)	Total No. of bids qualified in Financial (Price) Bid parameters and considered for further process (with date of Open of Price-bid)	As per the e-reverse auction the Plants(eRA) who are qualified under the bidding process with no. of bids of bidder	Bids for which bid LOI issued based on consent received & having the Bid validity and no. of LoI Accepted

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	TN-03 01.03.2024	159	67 (19.06.24)	116 (19.06.24)	115 (67 Plants) (31.07.24)	115 (17.08.24)	eRA Plants: 31 Single bid in 36 plants (Plant wise Breakup of eRA is as under)	LoI (issued from (11.11.24 To 13.11.24) **LoI Issued** :57 bids **LoI Accepted** :56 bids of bidders with bucket filling under 8 plants

Break up of e- Reverse Auction

Date : 27.08.2024					Date : 27.08.2024					Date : 27.08.2024				
Start at 11:00					Start at 13:00					Start at 15:00				
No	Plant No	Bids	L1	RL1	No	Plant No	Bids	L1	RL1	No	Plant No	Bids	L1	RL1
Auction-1					Auction-2					Auction-3				
1	9	3	3.05	2.88	5	10	2	3.05	2.95	9	13	5	3.05	2.67
2	25	5	3.05	2.28	6	26	3	3.05	2.69	10	19	2	3.05	2.25
3	63	2	3.05	2.68	7	76	2	3.5	3.45	11	22	2	3.35	3.1
4	96	2	3.05	3.04	8	78	2	3.5	3.48	12	65	2	3.50	
Date : 28.08.2024					Date : 28.08.2024					Date : 28.08.2024				
Start at 11:00					Start at 13:00					Start at 15:00				
No	Plant No	Bids	L1	RL1	No	Plant No	Bids	L1	RL1	No	Plant No	Bids	L1	RL1
Auction-4					Auction-5					Auction-6				
13	15	2	3.05	2.89	17	21	3	3..25	2.85	21	23	5	3.05	2.28
14	16	2	3.05	2.98	18	46	2	3.05	2.98	22	43	3	3.05	2.98
15	38	2	3.05	3.01	19	54	2	3.05	3.04	23	62	3	3.05	3.00
16	102	3	3.05	3.01	20	108	2	3.05	3.02	24	64	2	3.05	3.04
Date : 29.08.2024					Date : 29.08.2024									
Start at 11:00					Start at 13:00									
No	Plant No	Nos. of Bids	L1	RL1	No	Plant No	Nos. of Bids	L1	RL1					
Auction-7					Auction-8									
25	24	3	3.05	2.78	29	80	2	3.55	3.19					
26	48	2	3.05	3.03	30	142	2	3.05	3.02					
27	66	3	3.05	3.04	31	153	2	3.05	2.9					
28	84	2	3.45	3.20										

4.6 E-reverse auction Stage :

- Out of 115 bids eligible for further tender process, in regard to the 67 plants, there were 36 plants (total 36 bids) where single bid was received and there are 31 plants where more than one bid (total 79 bids) were received.
- E-reverse auction was done on 27/08/2024, 28/08/2024, & 29/08/2024, in respect of 31 plants having 79 bids.
- The detailed evaluation E-reverse auction committee report of E-reverse auction stage with e-reverse auction quoted price by bidders are attached as an **Annexure-I (Colly).**

4.7 LoI (Letter of Intent) Stage :

- After completion of e-reverse auction, the matter was put up before the DGVCL's competent authority for further course of action i.e. issue of counter offer / LoI to the eligible bidders and as per approval of the DGVCL competent authority, the matter was put up before the DGVCL's 144thBoard meeting on dtd.27.09.2024.

- The board of DGVCL, vide Board resolution DGVCL/CS/BM-144 Decisions, dtd.14.10.24 ; BM 144.17/1977 has resolved that,

The Board deliberated on the matter and considering the Consent received from GUVNL for the previous tenders for accepting the bids having tariff rate up to Rs. 3.00/- per unit and subsequently approval of adoption of tariff in similar tenders in PM-KUSUM-C-FLS scheme by Hon'ble GERC, the Board, accorded its approval- and looking to the importance and urgency of the LOA to be placed by getting approval from the Hon'ble GERC for adoption of tariff, the Board, accorded its approval-

(a) To issue LoI for the Solar plants Substations against which the tariff is received up to Rs. 3.00/- per unit and the Board directed that further negotiation is to be carried out with bidders in the ceiling of Rs. 3.00 who has quoted above Rs. 3 and to issue LoI& for that MD, DGVCL is authorized

(b) To issue LoI to e-reverse auction L-1 bidders of 31 plants having more than one bid, at the rate of e-reverse auction L-1 rate of the plant OR Rs.3.00/- per unit, whichever is less.

(c) To issue counter offer to other than "e-reverse auction L-1 bidders" of 31 plants having more than one bid, at the rate of "e-reverse auction L1 bidder's rate" of the plant OR the Rs. 3.00/- 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 LoI as per the bucket filling mechanism till the notified capacity of the plants is exhausted as per RFS.

(d) To issue LoI to bidders of 36 plants having single bid, at the offered rate OR Rs. 3.00/- per Unit, whichever is less. And for the remaining such plant where, Rate is higher than Rs 3.00/-, Consent to be asked by counter offer of Rs.3.00/- per unit

(e) After completing the LoI process, to file a petition before the Hon'ble GERC for adoption and approval of the tariff at the earliest

The Board then authorized the ACE(C&R) to issue the LOAs and sign the PPAs after approval of adoption of tariff by the Hon'ble Commission.

- As per the resolution of the Board, DGVCL proceeded for issuance of counter offer by phased manner for eligible 74 nos of bids (35-Single bids +15 RA bids+ 24-Bucket bids) of 48(25- Single bid plants +15 RA bids+8-Bucket bid plants)nos of plants, which details are mentioned as under;

Table. A: Summary of Counter offer response of TN-03 Tender under PM KUSUM-C FLS scheme

Summary of Counter offer response of TN-03 Tender under PM KUSUM-C FLS scheme :-										
Sr No	Date of counter offer	Issue / Accepted	Counter offer in nos More than 3 per KWH				Counter offer in MW			
			Single Bids	RA Bids	Bucket bids	Total bids	Single Bids	RA Bids	Bucket bids	Total bids
			Nos	Nos	Nos	Nos	MW	MW	MW	MW
1	18/10/2024	Issued	35	15	0	50	87.5	40	0	127.5
		Accepted	25	15	0	40	53	40	0	93

		Not Accepted	10	0	0	10	34.5	0	0	34.5
2	23/10/2024	Issued			13	13			11	11
		Accepted			6	6			7	7
		Not Accepted			7	7			4	4
3	25/10/2024	Issued			5	5			2.5	2.5
		Accepted			1	1			0.5	0.5
		Not Accepted			4	4			2.5	2.5
4	28/10/2024	Issued			3	3			1.5	1.5
		Accepted			0	0			0	0
		Not Accepted			3	3			1.5	1.5
4	29/10/2024	Issued			3	3			1.5	1.5
		Accepted			1	1			0.5	0.5
		Not Accepted			2	2			1	1
Total		Issued	35	15	24	74	87.5	40	16.5	144.00
		Accepted	25	15	8	48	53	40	8	101.00
		Not Accepted	10	0	16	26	34.5	0	9	43.50
Less than 3.00 /- per KWH		Accepted	1	16		17	2	57.5		59.50
		Accepted	26	31		57	55	97.5		152.50
		Bucket bids Accepted			8	8			8	8.00
		Total				65				160.50

- Accordingly, DGVCL proceeded for issuance of LoI by phased manner for eligible 65nos of bids (26-Single bids +31-RA bids+ 5- Bucket bids) of 64 (26- Single bid plants +31 RA bids+ 7-Bucket bid plants)nos of plants, which details are mentioned as under;

Table. B: Summary of LoI response of TN-03 Tender under PM KUSUM-C FLS scheme

Summary of LoI response of TN-03 Tender under PM KUSUM-C FLS scheme :-										
Sr No	Date of / LoI	Issue / Accepted	Counter offer in nos More than 3 per KWH				Counter offer in MW			
			Single Bids	RA Bids	Bucket bids	Total bids	Single Bids	RA Bids	Bucket bids	Total bids
			Nos	Nos	Nos	Nos	MW	MW	MW	MW
1	11/11/2024	Issued	26	30	8	64	55	93.5	8	156.5
		Accepted	26	30	7	63	55	93.5	7.5	156
		Not Accepted	0	0	1	1	0	0	0.5	0.5
2	13/11/2024	Issued		1		1		4		4
		Accepted		1		1		4		4
		Not Accepted		0		0		0		0
Total		Issued	26	31	8	65	55	97.5	8	160.5
		Accepted	26	31	7	64	55	97.5	7.5	160.0
		Not Accepted	0	0	1	1	0	0	0.5	0.5

- As above, as per the approval of DGVCL's board, DGVCL has issued counter offer and Letter of Intent (LoI) in phased manner and out of total 65nos of bids for which LoI issued, total 64 bids of 57 nos of plants for which LoI has been accepted by various bidders.

  The detailed evaluation committee report of LoI issuance / response from various bidders with copy of LoI issuance / Acceptance for 64nos of LoI accepted bids are attached as an **Annexure-J (Colly).**

Overall Position of eligible Price bids:

Status of the bids	Bids (Nos.)
LoI Accepted	64
LoI Not accepted	01
Counter offer not accepted	26
Bucket capacity over	24
Total	**115**

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

		TN-03 Tender									
		PM-KUSUM-C-FLS									
		Single bid plants		Multiple bid plants After e-reverse auction		Multiple bid plants After e-reverse auction		Total		LoI Accepted	
Sr.No	Rate Slab(Rs./KWH)	Bids	MW	Bids	MW	Bids	MW (Bucket)	Bids	MW	Bids	MW
1	At 1.00	0	0	**0**	**0**	0	0	0	0	**0**	**0**
2	Above 2.00 up to 2.10	0	0	**0**	**0**	0	0	0	0	**0**	**0**
3	Above 2.10 up to 2.20	0	0	**0**	**0**	0	0	0	0	**0**	**0**
4	Above 2.20 up to 2.30	0	0	**3**	**11**	2	0.5	5	11	**3**	**11**
5	Above 2.30 up to 2.40	0	0	**0**	**0**	1	0.5	1	0	**0**	**0**
6	Above 2.40 up to 2.50	0	0	**0**	**0**	0	0	0	0	**0**	**0**
7	Above 2.50 up to 2.60	0	0	**0**	**0**	0	0	0	0	**0**	**0**
8	Above 2.60 up to 2.70	0	0	**3**	**8**	3	1	6	8	**4**	**8.5**
9	Above 2.70 up to 2.80	0	0	**1**	**5**	2	0.5	3	5	**1**	**5**
10	Above 2.80 up to 2.90	0	0	**3**	**7.5**	7	0.5	10	7.5	**5**	**15.5**
11	Above 2.90 up to 3.00	1	2	**6**	**26**	5	3.5	12	28	**51**	**120**
Total up to 3.00 :		**1**	**2**	**16**	**57.5**	**20**	**6.5**	**37**	**59.5**	**64**	**160**
12	Above 3.00 up to 3.10	7	30	10	32	15	0.5	32	62		
13	Above 3.10 up to 3.20	0	0	2	2.5	1		3	2.5		
14	Above 3.20 up to 3.30	2	6	0	0	4	1	6	6		
15	Above 3.30 up to 3.40	1	5	0	0	1		2	5		
16	Above 3.40 up to 3.50	9	23	3	5.5	1		13	28.5		
17	Above 3.50 up to	9	15	0	0	3	1	12	15		

	4.00										
18	Above 4.00 up to 4.50	0	0	0	0			0	0		
19	Above 4.50 up to 5.00	3	5	0	0			3	5		
20	Above 5.00 up to 5.50	4	3.5	0	0	3	1	7	3.5		
Total Above Rs.3.00 :		**35**	**87.5**	**15**	**40**	**28**	**3.5**	**78**	**127.5**	**0**	**0**
Grand Total		**36**	**89.5**	**31**	**97.5**	**48**	**10**	**115**	**187.0**	**64**	**160**

4.9 The rate wise (Rs./KWH) summary of LoI Accepted bids & MW capacity thereof at the end of e-reverse auction and after the acceptance of LoI under TN-03 Tender is as under;

Sr No	Accepted Rate by bidders (Rs.per unit)	Nos of bids, for which LoI Accepted by bidders	Aggregate MW capacity, for which LoI Accepted by bidders
1	**2.25**	**1**	**3.00**
2	**2.28**	**2**	**8.00**
3	**2.67**	**2**	**4.50**
4	**2.68**	**1**	**2.00**
5	**2.69**	**1**	**2.00**
6	**2.78**	**1**	**5.00**
7	**2.85**	**1**	**1.50**
8	**2.88**	**2**	**4.50**
9	**2.89**	**1**	**7.50**
10	**2.90**	**1**	**2.00**
11	**2.95**	**1**	**6.00**
12	**2.98**	**5**	**11.50**
13	**3.00**	**45**	**102.50**
Total		**64**	**160.00**

4.10 The District wise status of plant wise- Bid wise status for Tender published, Participation received and LoI Accepted by the bidders are as under;

Sr No	District	Published		Participation received			LoI 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	Bharuch	12	22.5	8	20	19	8	10	18
2	Narmada	10	15	6	16	12	6	6	11
3	Navsari	31	72.5	15	20	46.5	9	10	31.5
4	Surat	41	106.5	15	23	71	12	14	53
5	Tapi	43	72.5	18	30	41.5	18	20	41
6	Valsad	22	26	5	6	11.5	4	4	5.5
Total		**159**	**315**	**67**	**115**	**201.5**	**57**	**64**	**160**

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4.11 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 LoI by respective bidder are as under:

Sr No	Plant number (DG-FLS-TN3-)	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
A	B	C	D	E	F	G	H	I	J	K	L
1	DG-FLS-TN3-6	66KV KHADKI	THE SMARTY OWL	1.00	1.00	3.50		3.50	Single Bidder	3.00	1.00
2	DG-FLS-TN3-27	66KV HANSOT	JAY AMBE SALES	0.50	0.50	3.60		3.60	Single Bidder	3.00	0.50
3	DG-FLS-TN3-31	66KV DUNGRI	KPI GREEN ENERGY LIMITED	3.00	3.00	3.05		3.05	Single Bidder	3.00	3.00
4	DG-FLS-TN3-47	66KV KADOD (VAV)	SHREE GANESH CORPORATION	8.00	8.00	3.45		3.45	Single Bidder	3.00	8.00
5	DG-FLS-TN3-49	66KV TANKAL	SHREE GANESH CORPORATION	5.50	5.50	3.75		3.75	Single Bidder	3.00	5.50
6	DG-FLS-TN3-50	66KV BAMANIYA	SHREE GANESH CORPORATION	6.00	6.00	3.45		3.45	Single Bidder	3.00	6.00
7	DG-FLS-TN3-55	66KV RUMKITALAV	TRUST INFRA SALES & SERVICES	0.50	0.50	3.65		3.65	Single Bidder	3.00	0.50
8	DG-FLS-TN3-56	66KV KUKARMUNDA	KPI GREEN ENERGY LIMITED	3.00	3.00	3.05		3.05	Single Bidder	3.00	3.00
9	DG-FLS-TN3-59	66KV VIRPORE	SHREE GANESH CORPORATION	2.50	2.50	3.25		3.25	Single Bidder	3.00	2.50
10	DG-FLS-TN3-69	66KV UMARKHADI	DELTA SUNINFRA ENERGIES PRIVATE LIMITED	2.50	2.50	3.45		3.45	Single Bidder	3.00	2.50

11	DG-FLS-TN3-82	66KV VADOLI	ACCLIMATE SYSTEMS PRIVATE LIMITED	1.00	1.00	3.50		3.50	Single Bidder	3.00	1.00
12	DG-FLS-TN3-86	66KV BHOGVAD	Harisinh Chauhan	1.50	1.50	5.00		5.00	Single Bidder	3.00	1.50
13	DG-FLS-TN3-88	66KV KASAL	SHREE GANESH CORPORATION	3.50	3.50	3.25		3.25	Single Bidder	3.00	3.50
14	DG-FLS-TN3-101	66KV KAWLA	SHREE GANESH CORPORATION	2.00	2.00	3.45		3.45	Single Bidder	3.00	2.00
15	DG-FLS-TN3-103	66KV CHIKHALI BHESROT	GREEN ENVIRON CONSTRUCTION (OPC) PRIVATE LIMITED	0.50	0.50	5.50		5.50	Single Bidder	3.00	0.50
16	DG-FLS-TN3-105	66KV BORAKHADI	GREEN ENVIRON CONSTRUCTION (OPC) PRIVATE LIMITED	1.50	1.50	5.50		5.50	Single Bidder	3.00	1.50
17	DG-FLS-TN3-114	66KV MAGARKUI	GREEN ENVIRON	1.00	1.00	5.50		5.50	Single Bidder	3.00	1.00
18	DG-FLS-TN3-119	66KV LIMZER	Harisinh Chauhan	2.50	2.50	5.00		5.00	Single Bidder	3.00	2.50
19	DG-FLS-TN3-123	66KV NIMKHAL	GSL ENGINEERS	0.50	0.50	3.60		3.60	Single Bidder	3.00	0.50
20	DG-FLS-TN3-125	66KV VAHEVAL	KPI GREEN ENERGY LIMITED	2.00	2.00	3.05		3.05	Single Bidder	3.00	2.00
21	DG-FLS-TN3-130	66KV PRATAPNAGAR (DG)	TRUST INFRA SALES & SERVICES	1.00	1.00	3.65		3.65	Single Bidder	3.00	1.00
22	DG-FLS-TN3-133	66KV PATHAKVADI	PATEL NISHITHKUMAR RAVINDRABHAI	1.00	1.00	4.95		4.95	Single Bidder	3.00	1.00
23	DG-FLS-TN3-146	66KV HINGNI	ANJANEYA SOLAR	0.50	0.50	5.50		5.50	Single Bidder	3.00	0.50

24	DG-FLS-TN3-154	66KV KUMKUVA	GREEN VALLEY SOLAR POWER PLANT	1.00	1.00	3.50		3.50	Single Bidder	3.00	1.00
25	DG-FLS-TN3-158	66KV GODADHA	BETTER ENERGIES PRIVATE LIMITED	1.00	1.00	3.49		3.49	Single Bidder	3.00	1.00
26	DG-FLS-TN3-22	66KV RAJPIPLA	Harisinh Chauhan	1.50	1.50	5	3.10	3.10	RL-1	3.00	1.50
27	DG-FLS-TN3-38	66KV VALOD	KPI GREEN ENERGY LIMITED	6.00	6.00	3.05	3.01	3.01	RL-1	3.00	6.00
28	DG-FLS-TN3-48	66KV MADHI	SHREE GANESH CORPORATION	6.50	6.50	3.65	3.03	3.03	RL-1	3	6.5
29	DG-FLS-TN3-54	66KV SINGOD	SHREE GANESH CORPORATION	5.00	5.00	3.45	3.04	3.04	RL-1	3.00	5.00
30	DG-FLS-TN3-64	66KV BHACHHARWADA	Harisinh Chauhan	1.00	1.00	5	3.04	3.04	RL-1	3.00	1.00
31	DG-FLS-TN3-65	66KV KADOD	RAVIRAJ RICE INDUSTRY	2.50	1.50	3.50	--	--	RL-1	3.00	1.50
32	DG-FLS-TN3-65		TECHSUNBIO GREEN ENERGY PRIVATE LIMITED		1.00	3.50	--	--	RL-2	3.00	1.00
33	DG-FLS-TN3-66	66KV CHIKDA	Harisinh Chauhan	1.00	1.00	5.00	3.04	3.04	RL-1	3	1.00
34	DG-FLS-TN3-76	66KV VESMA	HARIOM GREEN ENERGY	6.00	1.5	3.5	3.45	3.45	RL-1	3	1.5
35	DG-FLS-TN3-76		TRISHLA RENEWABLES		2	3.5	3.48	3.48	RL-2	3	2
36	DG-FLS-TN3-78	66KV NIMBHORA	SHREE GANESH CORPORATION	2.50	2.5	3.5	3.48	3.48	RL-1	3.00	2.5
37	DG-FLS-TN3-80	66KV MAHUVAS	TRUST INFRA SALES & SERVICES	2.00	1	3.65	3.19	3.19	RL-1	3.00	1
38	DG-FLS-TN3-84	66KV MAUZA	Harisinh Chauhan	1.50	1.5	5	3.20	3.20	RL-1	3.00	1.5

	DG-FLS-TN3-96	66KV SAJOD	RAYCAL POWER INFRA PRIVATE LIMITED	1.00	0.5	3.05	3.04	3.04	RL-1	3	0.5
40	DG-FLS-TN3-96		ZYENA ENGINEERS		0.5	3.05	--	--	RL-2	3	0.5
41	DG-FLS-TN3-102	66KV KALKAWA	Harisinh Chauhan	4.50	4.5	3.45	3.01	3.01	RL-1	3	4.5
42	DG-FLS-TN3-108	66KV RUMLA	KPI GREEN ENERGY LIMITED	4.00	4	3.05	3.02	3.02	RL-1	3	4
43	DG-FLS-TN3-142	66KV TAVDI	KPI GREEN ENERGY LIMITED	2.00	2	3.05	3.02	3.02	RL-1	3.00	2
44	DG-FLS-TN3-107	66KV BHINAR	SUEZ INTERNATIONALS	2	2	3		3	Single Bidder	3	2
45	DG-FLS-TN3-9	66KV DOLWAN	SARTHA INFRASTRUCTURE	4.50	4.00	3.05	2.88	2.88	RL-1	2.88	4
46	DG-FLS-TN3-9		GREEN ENVIRON		4.50	5.5	--	--	RL-3	2.88	0.5
47	DG-FLS-TN3-10	66KV MAROLI	KPI GREEN ENERGY LIMITED	6.00	6.00	3.05	3.05	2.95	RL-1	2.95	6
48	DG-FLS-TN3-13	66KV NIZER	KPI GREEN ENERGY LIMITED	4.50	4.00	3.05	2.67	2.67	RL-1	2.67	4
49	DG-FLS-TN3-13		ANJANEYA SOLAR		4.50	5.5	--	--	RL-5	2.67	0.5
50	DG-FLS-TN3-15	66KV MANDVI	SARTHA INFRASTRUCTURE	7.50	7.50	3.05	2.89	2.89	RL-1	2.89	7.5
51	DG-FLS-TN3-16	66KV MAHUVA	SARTHA INFRASTRUCTURE	4.00	4.00	3.05	2.98	2.98	RL-1	2.98	4
52	DG-FLS-TN3-19	66KV UCHHAL	GREEN ENERGY ALLIANCE	3.00	3.00	4.5	2.25	2.25	RL-1	2.25	3
53	DG-FLS-TN3-21	66KV RAJPARDI	Harisinh Chauhan	1.50	1.50	5	2.85	2.85	RL-1	2.85	1.5
54	DG-FLS-TN3-23	66KV SAGBARA	KPI GREEN ENERGY LIMITED	4.50	4.00	3.05	2.28	2.28	RL-1	2.28	4
55	DG-FLS-TN3-24	66KV ZAGADIA	KPI GREEN ENERGY LIMITED	5.50	5.00	3.05	2.78	2.78	RL-1	2.78	5

	DG-FLS-TN3-25	66KV NETRANG	KPI GREEN ENERGY LIMITED	4.50	4.00	3.05	2.28	2.28	RL-1	2.28	4
57	DG-FLS-TN3-26	66KV DEDIAPADA	KPI GREEN ENERGY LIMITED	2.50	2.00	3.05	2.69	2.69	RL-1	2.69	2
58	DG-FLS-TN3-43	66KV MOSALI	ARVINDBHAI MANJIBHAI MANGUKIYA	4.50	2.50	3.60	2.98	2.98	RL-1	2.98	2.5
59	DG-FLS-TN3-43		RAMESHBHAI MANJIBHAI MANGUKIYA		2.00	3.60	2.99	2.99	RL-2	2.98	2
60	DG-FLS-TN3-46	66KV AFWA	KPI GREEN ENERGY LIMITED	3.50	2.00	3.05	2.98	2.98	RL-1	2.98	2
61	DG-FLS-TN3-46		NATRAG AND CO		1.00	4	2.99	2.99	RL-2	2.98	1
62	DG-FLS-TN3-62	66KV NOGAMA	SHREE GANESH CORPORATION	4.00	4.00	3.25	3.00	3.00	RL-1	3	4
63	DG-FLS-TN3-63	66KV DAHELI	KPI GREEN ENERGY LIMITED	2.00	2.00	3.05	2.68	2.68	RL-1	2.68	2
64	DG-FLS-TN3-153	66KV GALKUVA	KPI GREEN ENERGY LIMITED	2.50	2	3.05	2.9	2.90	RL-1	2.9	2

5 The present petition is filed by the petitioner to Hon'ble Commission, seeking for adoption of the tariff rate through discovered tariff under tariff based competitive bidding process held by the petitioner as under:

Sr No	Plant No	Name of Bidder	Solar Plant capacity (in MW)	Accepted tariff rate by bidder (Rs./KWH)
1	DG-FLS-TN3-6	THE SMARTY OWL	1.00	3.00
2	DG-FLS-TN3-27	JAY AMBE SALES	0.50	3.00
3	DG-FLS-TN3-31	KPI GREEN ENERGY LIMITED	3.00	3.00
4	DG-FLS-TN3-47	SHREE GANESH CORPORATION	8.00	3.00
5	DG-FLS-TN3-49	SHREE GANESH CORPORATION	5.50	3.00
6	DG-FLS-TN3-50	SHREE GANESH CORPORATION	6.00	3.00
7	DG-FLS-TN3-55	TRUST INFRA SALES & SERVICES	0.50	3.00
8	DG-FLS-TN3-56	KPI GREEN ENERGY LIMITED	3.00	3.00
9	DG-FLS-TN3-59	SHREE GANESH CORPORATION	2.50	3.00

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10	DG-FLS-TN3-69	DELTA SUNINFRA ENERGIES PRIVATE LIMITED	2.50	3.00
11	DG-FLS-TN3-82	ACCLIMATE SYSTEMS PRIVATE LIMITED	1.00	3.00
12	DG-FLS-TN3-86	Harisinh Chauhan	1.50	3.00
13	DG-FLS-TN3-88	SHREE GANESH CORPORATION	3.50	3.00
14	DG-FLS-TN3-101	SHREE GANESH CORPORATION	2.00	3.00
15	DG-FLS-TN3-103	GREEN ENVIRON CONSTRUCTION (OPC) PRIVATE LIMITED	0.50	3.00
16	DG-FLS-TN3-105	GREEN ENVIRON CONSTRUCTION (OPC) PRIVATE LIMITED	1.50	3.00
17	DG-FLS-TN3-114	GREEN ENVIRON	1.00	3.00
18	DG-FLS-TN3-119	Harisinh Chauhan	2.50	3.00
19	DG-FLS-TN3-123	GSL ENGINEERS	0.50	3.00
20	DG-FLS-TN3-125	KPI GREEN ENERGY LIMITED	2.00	3.00
21	DG-FLS-TN3-130	TRUST INFRA SALES & SERVICES	1.00	3.00
22	DG-FLS-TN3-133	PATEL NISHITHKUMAR RAVINDRABHAI	1.00	3.00
23	DG-FLS-TN3-146	ANJANEYA SOLAR	0.50	3.00
24	DG-FLS-TN3-154	GREEN VALLEY SOLAR POWER PLANT	1.00	3.00
25	DG-FLS-TN3-158	BETTER ENERGIES PRIVATE LIMITED	1.00	3.00
26	DG-FLS-TN3-22	Harisinh Chauhan	1.50	3.00
27	DG-FLS-TN3-38	KPI GREEN ENERGY LIMITED	6.00	3.00
28	DG-FLS-TN3-48	SHREE GANESH CORPORATION	6.5	3.00
29	DG-FLS-TN3-54	SHREE GANESH CORPORATION	5.00	3.00
30	DG-FLS-TN3-64	Harisinh Chauhan	1.00	3.00
31	DG-FLS-TN3-65	RAVIRAJ RICE INDUSTRY	1.50	3.00
32	DG-FLS-TN3-65	TECHSUNBIO GREEN ENERGY PRIVATE LIMITED	1.00	3.00
33	DG-FLS-TN3-66	Harisinh Chauhan	1.00	3.00
34	DG-FLS-TN3-76	HARIOM GREEN ENERGY	1.5	3.00
35	DG-FLS-TN3-76	TRISHLA RENEWABLES	2	3.00
36	DG-FLS-TN3-78	SHREE GANESH CORPORATION	2.5	3.00
37	DG-FLS-TN3-80	TRUST INFRA SALES & SERVICES	1	3.00
38	DG-FLS-TN3-84	Harisinh Chauhan	1.5	3.00
39	DG-FLS-TN3-96	RAYCAL POWER INFRA PRIVATE LIMITED	0.5	3.00
40	DG-FLS-TN3-96	ZYENA ENGINEERS	0.5	3.00
41	DG-FLS-TN3-102	L1	4.5	3.00
42	DG-FLS-TN3-108	KPI GREEN ENERGY LIMITED	4	3.00
43	DG-FLS-TN3-142	KPI GREEN ENERGY LIMITED	2	3.00
44	DG-FLS-TN3-107	SUEZ INTERNATIONALS	2	3.00
45	DG-FLS-TN3-9	SARTHA INFRASTRUCTURE	4	2.88
46	DG-FLS-TN3-9	GREEN ENVIRON	0.5	2.88
47	DG-FLS-TN3-10	KPI GREEN ENERGY LIMITED	6	2.95
48	DG-FLS-TN3-13	KPI GREEN ENERGY LIMITED	4	2.67
49	DG-FLS-TN3-13	ANJANEYA SOLAR	0.5	2.67
50	DG-FLS-TN3-15	SARTHA INFRASTRUCTURE	7.5	2.89
51	DG-FLS-TN3-16	SARTHA INFRASTRUCTURE	4	2.98
52	DG-FLS-TN3-19	GREEN ENERGY ALLIANCE	3	2.25
53	DG-FLS-TN3-21	Harisinh Chauhan	1.5	2.85
54	DG-FLS-TN3-23	KPI GREEN ENERGY LIMITED	4	2.28
55	DG-FLS-TN3-24	KPI GREEN ENERGY LIMITED	5	2.78
56	DG-FLS-TN3-25	KPI GREEN ENERGY LIMITED	4	2.28
57	DG-FLS-TN3-26	KPI GREEN ENERGY LIMITED	2	2.69

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58	DG-FLS-TN3-43	ARVINDBHAI MANJIBHAI MANGUKIYA	2.5	2.98
59	DG-FLS-TN3-43	RAMESHBHAI MANJIBHAI MANGUKIYA	2	2.98
60	DG-FLS-TN3-46	KPI GREEN ENERGY LIMITED	2	2.98
61	DG-FLS-TN3-46	NATRAG AND CO	1	2.98
62	DG-FLS-TN3-62	SHREE GANESH CORPORATION	4	3.00
63	DG-FLS-TN3-63	KPI GREEN ENERGY LIMITED	2	2.68
64	DG-FLS-TN3-153	KPI GREEN ENERGY LIMITED	2	2.90

6 Upon adoption of discovered tariff, as per RFS, the milestones and timeline will be followed and LOA will be issued. Subsequently, PPA (Power Purchase Agreement) will be signed with above successful bidders. A copy of the draft PPA is attached herewith as **Annexure K.** The said draft is in line with the earlier draft PPA submitted in Petition No, 2338 of 2023 and incorporating appropriate late payment surcharge provisions, updated provisions of the MNRE Order 17/01/2024 and subsequent OM/Orders of the MNRE related to CFA and timeline for commissioning of plant under PM KUSUM-C FLS scheme

7. 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, DGVCL is required to procure power from renewable energy sources for meeting RPO obligation.

8. It is respectfully submitted that Section 63 of the Electricity Act 2003 provides for adopt of tariff by the Appropriate Commission if such tariff has been determined through transparent process of bidding and in accordance with the guidelines issued by the central government.

9. 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."

10. In the above background and in accordance with section 63 read with 86 (1) (b) of the Electricity Act 2003, DGVCL has filed present petition for adoption of tariffs discovered under tariff competitive bidding process for 64 no. of solar power plants of total capacity of 164.0 MW for the period of 25 years, under PM KUSUM-C Feeder Level Solarization scheme of 11 KV Agricultural feeders, through RESCO model.

11. As already submitted, the Ministry of New and Renewable Energy Govt. of India has issued D.O. letter vide no. 32/10/2021 SPV Division dtd.25th October 2024 to all DISCOMs and has been informed to complete the process of signing of PPAs under the allocated sanctions by 31st December 2024 in order to allow the projects to be finished before the sunset date of the scheme which is 31st March 2026 considering the time to be taken for all formalities and commissioning of the projects. In this regard, this Hon'ble Commission is requested to expedite the early hearing of the present petition for seeking adoption of tariff

discovered under tariff based competitive bidding process under PM KUSUM-C Feeder Level Solarization scheme of MNRE, Government of India.

12. The Additional documentation related to evaluation of tender no.TN-03 are attached here with in **Annexure-L (colly)**

13. PRAYER

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

a) To admit the present petition;

b) To list the Petition on urgent basis and expedite the hearing in view of the MNRE Letter dated 25.10.2024 to complete the process of signing of the PPAs by 31/12/2024 of the present Petition

c) To adopt the tariff discovered under tariff based competitive bidding process under PM KUSUM-C Feeder Level Solarization scheme of MNRE, Government of India, conducted by the petitioner through tender RFS No. DGVCL/C&R/DSM/PM-KUSUM-C FLS/TN-03 dated 01/03/2024, as detailed above;

d) To approve the draft Power Purchase Agreement to be executed with the successful bidder as detailed above;

e) 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.

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

DECLARATION

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

Dakshin Gujarat Vij Company Limited
-PETITIONER

Date:
Place: Surat

BEFORE THE GUJARATELECTRICITYREGULATORYCOMMISSION
GANDHINAGAR

Petition No.____of 2024

IN THE MATTER OF:

Petition under Section 63 read with 86(1)(b) and other applicable provisions of the Electricity Act 2003 seeking for adoption of tariff discovered under tariff based competitive bidding process conducted by DGVCL vide RfS No. DGVCL/C&R/DSM/PM-KUSUM-C FLS/TN-03 Dtd.01.03.2024 for 64 Nos of solar plants of total 160.00 MW, through RESCO model, for solarization of various 11 KV feeders in DGVCL for implantation of FLS (Feeder Level Solarization) under PM KUSUM-C scheme of Government of India.

DakshinGujarat Vij Co. Ltd., Surat
Urja Sadan
Nana Varachha Road,
Kapodara,
SURAT-395 006

PETITIONER

AFFIDAVIT

I Bipinchandra Patel, Son of Kuvarji Patel, aged about 54 years, working in Dakshin Gujarat Vij Company Limited and residing at Surat 395006, do hereby solemnly affirm and state as under

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

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

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

DEPONENT

VERIFICATION:

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

Verified at Surat on this __day of _____, 2024.

DEPONENT

Solemnly affirmed
BEFORE ME

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

Sr.No. 7797
02 DEC 2024
My Commission Expires on 11-02-2029

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

Block-14, CGO Complex,
Lodhi Road, New Delhi
Dated: 22 July, 2019

Office Memorandum

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

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

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

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

3. This issues with the approval of Competent Authority.

Enclosed: As above.

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

To
All Concern

Ministry of New and Renewable Energy

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

1. Background

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

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

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

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

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

2. Approval of the New Scheme for Farmers

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

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

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

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

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

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

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

3. Implementation mechanism:

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

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

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

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

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

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

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

A. Selection and Implementation of Decentralised Renewable Energy Power Plants

a. Notification of sub-station wise generation capacity

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

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

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

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

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

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

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

c. Selection of REPP

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

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

d. Connectivity with the sub-station

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

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

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

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

f. Power Purchase Agreement (PPA)

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

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

g. Bank Guarantees

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

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

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

h. Commissioning

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

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

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

i. Shortfall in minimum generation

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

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

j. Commercial Operation Date (COD)

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

k. Release of PBI to DISCOM

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

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

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

B. Roles and responsibilities of stakeholders:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Allocation and procurement of pumps

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

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

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

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

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

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

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

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

b. Installation timeline and Penalties

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

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

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

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

c. Release of funds

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

d. Monitoring and maintenance

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

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

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

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

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

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

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

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

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

e. Responsibilities of Implementation Agency

The Implementing Agencies will be responsible for the following activities:

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

ii. Prepare proposal and submit to MNRE for sanction

iii. Oversee installation of systems.

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

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

vi. Online submission of monthly and quarterly progress reports.

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

viii. Online and offline maintenance for records.

ix. Real time monitoring through dedicated web-portal

x. Performance monitoring of installed system through third party

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Allocation of solarisation capacity and procurement

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

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

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

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

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

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

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

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

b. Installation timeline and Penalties

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

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

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

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

c. Release of funds

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

d. Monitoring and maintenance

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

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

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

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

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

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

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

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

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

e. Responsibilities of Implementation Agency

The Implementing Agencies will be responsible for the following activities:

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

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

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

iv. Prepare proposal and submit to MNRE for sanction

v. Conduct tendering process as per MNRE guidelines

vi. Oversee installation of systems.

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

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

ix. Online submission of monthly and quarterly progress reports.

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

xi. Online and offline maintenance for records.

xii. Real time monitoring through dedicated web-portal

xiii. Performance monitoring of installed system through third party

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

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

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

4. Quality Assurance and Evaluation Mechanism

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

5. Interpretation of the Guidelines

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

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

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Annexure-I

STANDARD

POWER PURCHASE AGREEMENT FOR

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

Between

[Name of Renewable Power Generator]

And

[Name of Distribution Company]

[month and year]

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

Between

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

And

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

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

WHEREAS:

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

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

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

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

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

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

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

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

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

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

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 *Definitions*

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

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	Unless otherwise stated, Appropriate Commission shall be the commission of the state where DISCOM is situated;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to RPG and DISCOM, a day other than Sunday or a statutory holiday, on which the banks remain open for business in the State;
"Capacity Utilisation Factor" or "CUF"	shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time; However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%;
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;

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

"Dispute"	shall mean any dispute or difference of any kind between DISCOM and the RPG, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	Due Date shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the DISCOM or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the DISCOM.
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring twenty five (25) years from the Commercial Operation Date subject to that the supply of power shall be limited for a period of 25 years from the COD unless extended by the Parties as per this Agreement;
"Financing Agreements"	shall mean the agreements pursuant to which the RPG has sought financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of DISCOM;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of state of _____ and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the RPG in accordance with Article 8 of this Agreement;

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

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

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

ARTICLE 2: TERM OF AGREEMENT

2.1 *Effective Date*

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

2.2 *Term of Agreement*

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

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

2.3 *Early Termination*

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

2.4 *Survival*

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

ARTICLE 3: CONDITIONS SUBSEQUENT

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

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 *RPG's Obligations*

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

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

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

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

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

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

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

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

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

4.2 *Purchase and sale of Contracted Capacity*

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

4.3 *Right to Contracted Capacity & Energy*

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

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

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

4.4 *Extensions of Time*

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

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

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

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

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

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

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

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

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

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

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

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

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

4.6 ***Acceptance/Performance Test***

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

4.7 ***Third Party Verification***

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

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

4.8 ***Breach of Obligations***

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

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

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

Duration of Grid unavailability	**Provision for Generation Compensation**
Grid unavailability in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	***Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)]*** Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.

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

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

Duration of Backdown	**Provision for Generation Compensation**
Hours of Backdown during a monthly billing cycle.	***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 sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code. In addition, the RPG will inject in-firm power to grid time to time to carry out operational/ functional test prior to commercial operation. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

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

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

ARTICLE 6: DISPATCH AND SCHEDULING

6.1 ***Dispatch and Scheduling***

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

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

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

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

ARTICLE 7: METERING

7.1 ***Meters***

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

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

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

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

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

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

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

ARTICLE 8: INSURANCES

8.1 *Insurance*

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

8.2 *Application of Insurance Proceeds*

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

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

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

8.3 *Effect on liability of DISCOM*

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

ARTICLE 9: APPLICABLE TARIFF

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

ARTICLE 10: BILLING AND PAYMENT

10.1 ***General***

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

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

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

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

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

10.3 ***Payment of Monthly Bills***

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

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

i) deductions required by the Law; and

ii) Amount claimed by DISCOM, if any, from the RPG, will be adjusted from the monthly energy payment.

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

10.3.3 *Late Payment* ***Surcharge***

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

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

10.3.5 ***Rebate***

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

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

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

10.4 ***Payment Security Mechanism***

Letter of Credit (LC):

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

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

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

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

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

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

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

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

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

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

10.5 Disputed Bill

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

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

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

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

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

i) reasons for its disagreement;

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

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

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

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

10.6 Quarterly and Annual Reconciliation

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

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

10.7 *Payment of Supplementary Bill*

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

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

ii) Change in Law as provided in Article 12

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

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

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

ARTICLE 11: FORCE MAJEURE

11.1 ***Definitions***

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

11.2 ***Affected Party***

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

11.3 ***Force Majeure***

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

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

11.4 ***Force Majeure Exclusions***

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

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

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

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

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

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

11.6 *Duty to Perform and Duty to Mitigate*

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

11.7 *Available Relief for a Force Majeure Event*

11.7.1 Subject to this Article 11:

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

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

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

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

ARTICLE 12: CHANGE IN LAW

12.1 *Definitions*

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

(i) the enactment of any new law; or

(ii) an amendment, modification or repeal of an existing law; or

(iii) the requirement to obtain a new consent, permit or license; or

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

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

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

12.2 *Relief for Change in Law*

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

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

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 *RPG Event of Default*

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

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

if

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

b) the RPG transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

(ii) if (a) the RPG becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the RPG, or (c) the RPG goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the RPG will not be a RPG Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or

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

(iii) the RPG repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from DISCOM in this regard; or

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

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

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

13.2 *DISCOM Event of Default*

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

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

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

(iii) except where due to any RPG's failure to comply with its obligations, DISCOM is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by DISCOM within sixty (60) days of receipt of notice in this regard from the RPG to DISCOM; or

if

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

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

13.3 ***Procedure for cases of RPG Event of Default***

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

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

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

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

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

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

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

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

13.4 *Procedure for cases of DISCOM Event of Default*

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

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

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

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

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

13.5 *Termination due to Force Majeure*

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

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 *Indemnity*

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

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

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

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

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

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

14.2 **Procedure for claiming Indemnity**

14.2.1 ***Third party claims***

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

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

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

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

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

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

14.3 ***Indemnifiable Losses***

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

14.4 ***Limitation on Liability***

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

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

14.5 ***Duty to Mitigate***

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

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 ***Assignments***

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

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

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

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

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

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

15.2 ***Permitted Charges***

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

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 ***Governing Law***

16.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in _____.

16.2 *Amicable Settlement and Dispute Resolution*

16.2.1 *Amicable Settlement*

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

(a) a description of the Dispute;

(b) the grounds for such Dispute; and

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

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

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

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

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

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

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

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

16.3 **Dispute Resolution**

16.3.1 **Dispute Resolution by the Appropriate Commission**

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

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

16.3.2 **Dispute Resolution through Arbitration**

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

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

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

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

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

v) The award shall be of majority decision.

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

16.4 ***Parties to Perform Obligations***

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

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 ***Amendment***

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

17.2 ***Third Party Beneficiaries***

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

17.3 ***Waiver***

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

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

17.4 ***Confidentiality***

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

a) to their professional advisors;

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

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

17.5 ***Severability***

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

17.6 ***Notices***

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

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

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

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

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

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

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

17.7 ***Language***

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

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

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

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

17.9 ***Taxes and Duties***

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

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

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

17.10 ***Independent Entity***

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

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

17.11 **Compliance *with Law***

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

17.13 ***Breach of Obligations***

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

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

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

Annexure-II

MODEL LEASE AGREEMENT

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

BETWEEN:

_____

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

AND:

_____ (Name of Renewable Power Generator (RPG))

Represented by _____

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

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

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

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

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

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

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

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

1. PURPOSE OF LEASE:

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

2. PERIOD OF THE LEASE

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

3. RENT

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

OR

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

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

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

OR

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

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

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

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

4. **GENERAL TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:**

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

7. **FORCE MAJEURE:**

It is also agreed and understood between the parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the Lessor shall not be liable for any loss or damage that may be occasioned to the Lessee/its merchandise.

8. **ADDRESSES FOR CORRESPONDENCE, ETC**

Any notice and/or communications between the Parties shall be deemed to be sufficient, if delivered by hand under acknowledgement or sent by registered post acknowledgement due to the following address or the address that may be intimated in writing to the Lessee by the Lessor from time to time:

LESSOR'S:

LESSEE'S:

9. LESSOR'S DUTIES, COVENANTS AND OBLIGATIONS

a) The Lessor hereby covenants with the Lessee that the Lessee paying regularly the rents hereby reserved and performing and observing all the covenants of the Lessee herein contained, shall be entitled, during the subsistence of this lease to enjoy the Schedule property without let, hindrance or interference from the Lessor or any other person/s claiming through or under him; Still, in the event of the Lessee restrained from enjoying the peaceful possession of the Schedule property or on account of any action by the Government during the period of lease and in the event of dispossession of the Lessee from the Schedule property or any portion thereof forcibly, due to any default of the Lessor, the Lessor shall make good the reasonable loss that may be suffered by the Lessee.

b) The Lessor shall offer necessary support and co-operation to the Lessee in its process to obtain required permission/s, approval/s, clearances, etc., from any Statutory Authority or other Local Bodies for the purpose of obtaining and licence, permissions, etc., for installation of power plant. However, obtaining such permission/s, approval/s, clearances, etc., shall be the sole responsibility of Lessee.

10. LESSEE'S COVENANT AND OBLIGATIONS

The Lessee hereby covenants with the Lessor as under:

(a) The Schedule property shall be utilised for the purpose referred to in Clause (1) above;

(b) The Lessee shall pay the rents (as per Clause (3)) regularly and promptly;

11. TERMINATION AND RE-ENTRY

The Lease shall be determinable under all or any of the following circumstances, namely –

i) by efflux of time;

ii) in the event of breach by either party of the terms, conditions and covenants hereof;

iii) if the Scheduled Premises or any part thereof is severely damaged or destroyed due to any unforeseen circumstances or civil commotion, act of God, etc., and these damages be not restored to by the LESSOR within a reasonable time or if the demised premises is acquired compulsorily by any authority;

iv) After the expiry of lease period, the Lessee shall handover the land to the Lessor as it was existed previously at the time of this agreement (subject to normal wear and tear).

12. **VARIATION**:

The Lessor and the Lessee hereto acknowledge that this agreement supersedes all prior communications between them including all oral or written proposals. Any variation, addition and modifications of this agreement between the parties shall be valid only if in writing by the Lessor and Lessees authorized representative.

13. **ARBITRATION**:

a) Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application any of the clauses of this LEASE AGREEMENT or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, or consequent to, or in connection with this LEASE AGREEMENT shall be referred to and resolved by Arbitration by referring the same for arbitration to any retired District Judge and shall be resolved finally at his arbitration under Arbitration and Conciliation Act 1996 and its Amendments or any other Enactment. The Arbitration proceedings shall be held at _____ and shall be in English/_____ Language.

b) This LEASE AGREEMENT shall be governed by the laws of India. The Courts at _____ alone shall have the jurisdiction to entertain and or try any dispute arising out of or in connection with or in relation to the terms of this LEASE AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed these presents in the presence of the witnesses attesting hereunder on the day, month and year mentioned hereinabove.

LESSOR **LESSEE**

WITNESSES:
1.

2.

SCHEDULE PROPERTY

All that piece and parcel of Barren/ Agricultural land measuring ____ Acre _____ 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 :

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/11/2020/Mini-185/B1
Sachivalaya, Gandhinagar
Date: 11 /12/2020

1. READ:

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

2. PREAMBLE

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

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

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

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

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

3. **RESOLUTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By order and in the name of the Governor of Gujarat

(Dr. Nisarg Joshi)
Deputy Secretary to the Government

Copy To :-

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

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

***By Letter.**

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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

than one renewable power plant for a particular 66/11 kV or132/11 kV or 220/11 kV sub-station. The EoI of an RPG will also be disqualified if it is found that its proprietor/partner/director/member has also filed EoI as proprietor/partner/ director /member for another RPG for the same sub-station.

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

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

By order and in the name of the Governor of Gujarat

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

(Bhakti Shamal)

Deputy Secretary to Govt.

Energy & Petrochemicals Department

Copy To :-

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

***By Letter.**

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

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

વંચાણે લીધા:

(૧) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૫.૦૯.૨૦૧૪નો ઠરાવ ક્રમાંક :બજટ-૨૦૧૪-૧૪૪૭-ક૧
(૨) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૬.૦૯.૨૦૧૪નો ઠરાવ ક્રમાંક :બજટ-૨૦૧૪-૧૪૪૭-ક૧
(૩) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨.૦૨.૨૦૧૫નો ઠરાવ ક્રમાંક : બજટ-૨૦૧૪-૧૪૪૭-બ
(૪) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૧૯.૦૨.૨૦૧૫નો ઠરાવ ક્રમાંક : બજટ-૨૦૧૪-૧૪૪૭-બ
(૫) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૭.૦૫.૨૦૧૬નો ઠરાવ ક્રમાંક : બજટ-૨૦૧૪-૧૪૪૭-બ
(૬) મીનીસ્ટ્રી ઓફ ન્યુ એન્ડ રીન્યુએબલ એનર્જી(MNRE) વિભાગનો હુકમ ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-એસપીવી ડીવીઝન તા-૮.૦૩.૨૦૧૯
(૭)MNRE વિભાગની કચેરી 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

પ્રસ્તાવના:

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

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

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

ઠરાવ :

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

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

શરતો:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

(વિજયસિંહ વાઘેલા)
અધિક સચિવ
ઊર્જા અને પેટ્રોકેમિકલ્સ વિભાગ

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

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

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

ગુજરાત સરકાર
ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ
ઠરાવ ક્રમાંક : SLR/૧૧/૨૦૨૦/૧૧૪૪/બ૧
સચિવાલય, ગાંધીનગર
તારીખ:૧૬/૧૧/૨૦૨૧

વંચાણે લીધા:

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

પ્રસ્તાવના:

રાજય 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 રાજય સરકારની વિચારણા હેઠળ હતી.

<u>સુધારા ઠરાવ:</u>

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:

<u>નવી શરત નં. E</u>

(i) આ યોજનામાં લાભાર્થીને કુલ સીસ્ટમ ખર્ચના ૩૦% રકમ કેન્દ્ર સરકારની સહાય (CFA) તરીકે, ૩૦% રકમ રાજ્ય સરકારની સહાય (સબસીડી) તરીકે આપવામાં આવશે અને બાકીની ૪૦% રકમ લાભાર્થી એટલે કે ખેડુતે ભોગવવાની રહેશે.

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

(ii) વન વિસ્તારના કૃષિ વીજ જોડાણ માટેની સામાન્ય (SPA) યોજનાના અરજદારો કે જેમને હયાત ગ્રીડથી પરંપરાગત વીજ જોડાણ આપવું 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 ફીક્સ્ડ કોસ્ટ મુજબનો ફાળો ભરપાઈ કરવાનો રહેશે. જ્યારે સદર રકમનો તફાવત રાજ્ય સરકારશ્રી દ્વારા વધારાની સબસીડી રૂપે PM-KUSUM Component-B યોજના હેઠળ આપવામાં આવશે તથા કૃષિ વીજ જોડાણ માટેની આદિજાતિ (TASP) યોજનાના અરજદારોને કોઇ 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

વ્યકિતગત દાવા મંજુર 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 ફાઈલ

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

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

વંચાણે લીધા:

1) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૭.૦૬.૨૦૧૮ નો ઠરાવ ક્રમાંક:SLR/૧૧/૨૦૧૬/૨૨૮૪/બી૧
2) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૨૯.૦૯.૨૦૧૮નો ઠરાવ ક્રમાંક:SLR/૧૧/૨૦૧૬/ ૨૨૮૪/બી૧
3) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારનો તા-૦૮.૦૩.૨૦૧૯નો હુકમ ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-SPV ડીવીઝન
4) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૨૨.૦૭.૨૦૧૯ ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-SPV ડીવીઝન
5) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૧૩.૦૮.૨૦૧૯ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-SPV ડીવીઝન
6) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૦૮.૧૧.૨૦૧૯ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭- SPV ડીવીઝન
7) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા- ૩૧.૧૨.૨૦૧૯ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭- SPV ડીવીઝન
8) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારનો તા- ૧૯.૦૩.૨૦૨૦ નો હુકમ ક્રમાંક: ૩૨/૫૪/૨૦૧૮- SPV ડીવીઝન
9) ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગનો તા-૦૧.૦૭.૨૦૨૦નો ઠરાવ ક્રમાંક: SLR/૧૧/૨૦૧૯/૧૭૫૬/બી૧
10) નવી અને નવીનીકરણ ઉર્જા મંત્રાલય, ભારત સરકારની તા-૨૭.૦૭.૨૦૨૦ની કચેરી યાદી ક્રમાંક: ૩૨/૬૪૫/૨૦૧૭-SPV ડીવીઝન(પાર્ટ-૩)

પ્રસ્તાવના:

કેન્દ્ર સરકાર દ્વારા વર્ષ ૨૦૨૨ સુધીમાં ૧૦૦ ગીગા વોટ સોલાર પાવર ઉત્પાદનનો મહત્વાકાંક્ષી લક્ષ્યાંક રાખવામાં આવેલ છે. આ માટે કેન્દ્ર સરકારના નવી અને નવીનીકરણીય ઉર્જા મંત્રાલય(MNRE) દ્વારા ખેડૂતો માટે વંચાણે લીધેલ (૩) ના તારીખ ૦૮.૦૩.૨૦૧૯ ના હુકમથી સોલાર પંપ સેટ્સ ઉપલબ્ધ કરાવવા અને ગ્રીડ કનેક્ટેડ સોલાર પાવર પ્લાન્ટ સ્થાપવા માટે પ્રધાન મંત્રી કિસાન ઉર્જા સુરક્ષા એવમ ઉત્થાન મહાભિયાન(PM-KUSUM) યોજનાને મંજુરી આપવામાં આવેલ છે. આ યોજનાના કોમ્પોનન્ટ-C હેઠળ દેશભરમાં ૧૦ લાખ ગ્રીડ કનેક્ટેડ કૃષિ પંપને સોલરાઈઝ કરવાની મંજુરી આપવામાં આવેલ. આ યોજનાની અમલવારી ગુજરાત રાજ્યમાં કરવા અંગેની બાબત રાજ્ય સરકારની વિચારણા હેઠળ હતી.

ઠરાવ:

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

શરતો:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

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ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ

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

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

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

વંચાણે લીધા:

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

પ્રસ્તાવના:

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

સુધારા ઠરાવ:

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

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

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

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

1. ''ફીડરમાં સમાવિષ્ટ ખેતીવિષયક વીજ જોડાણ ધરાવતા ગ્રાહકો જો તેમના બેન્ચમાર્ક વીજવપરાશ કરતા ઓછો વીજ વપરાશ કરે તો કરેલ વીજ બચતના રૂા .૦.૧૦/- પ્રતિ યુનિટ પ્રમાણે આપવામાં આવશે,
2. સરેરાશ વીજ વપરાશની આકારણી કરવા માટે ડીસ્કોમ જે તે વિસ્તાર મુજબ વિવિધ પરિબળો ધ્યાને લેશે.
3. જો ફીડરનો T&D લોસ ૧૦%થી નીચે હશે તો જ ઇન્સેન્ટીવ આપવામાં આવશે.
4. જો ફીડર લેવલે પ્રતિ હો.પા .બેન્ચમાર્ક વીજ વપરાશ કરતા ઓછો વીજ વપરાશ થાય તો જ ઈન્સેન્ટીવ આપવામાં આવશે.
5. હોર્સ-પાવર બેઝ વીજ ગ્રાહકોએ પોતાના વીજ જોડાણમાં મીટર સ્થાપિત કરવાની સંમતિ આપ્યેથી નિયમોનુસાર ઈન્સેન્ટીવ મળવાપાત્ર થશે'' .

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

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

ગુજરાતના રાજ્યપાલ શ્રી ના હુકમથી અને તેમના નામે,

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

(ભક્તિ શામળ)
સંયુક્ત સચિવ
ઉર્જા અને પેટ્રોકેમિકલ્સ વિભાગ

પ્રતિ,

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

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

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

ગુજરાત સરકાર

મહેસૂલ વિભાગ

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

સચિવાલય, ગાંધીનગર.

તારીખ: ૧૩-૦૪-૨૦૨૩

સંદર્ભ : (૧) મહેસૂલ વિભાગનો તા.૦૧/૦૭/૨૦૦૮ નો ઠરાવ ક્રમાંક: બખપ/૧૦૦૬/૪૨૫/ક

(૨) મહેસૂલ વિભાગનો તા.૨૫/૦૧/૨૦૧૯ નો ઠરાવ ક્રમાંક: જમન/૩૯૧૫/૯૨૪/અ-૧

(૩) ગુજરાત એકટ 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 વિભાગ)નો પત્ર ક્રમાંક : SLR/11/2022/1269/B1 , તા: ૧૩-૧૦-૨૦૨૨

: પ્રસ્તાવના :

ગુજરાત એકટ નં.૬ ઓફ ૧૯૬૭ કે જે તા:૨૪-૧૨-૧૯૬૬ થી અમલી છે તેના દ્વારા ગુજરાત જમીન મહેસુલ સંહિતા,૧૮૭૯ ની કલમ-૪૮ ની પેટા કલમ :૨(ક) તથા કલમ ૬૫-ખ ઉમેરવામાં આવેલ છે. જ્યારે કોઇ જમીનનો ઉપયોગ પ્રામાણિક ઔદ્યોગિક હેતુ (બોનાફાઇડ ઇંડસ્ટ્રીયલ પરપઝ) માટે કરવાનો હોય ત્યારે કલમ-૬૫-ખ ની જોગવાઇ મુજબ કલેકટરશ્રીની પુર્વમંજુરીની જરુરીયાત રહેશે નહીં. આવી માંગણીવાળી જમીન પરત્વે કલેકટરશ્રી 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 પ્રોજેકટ સ્થાપવા માટે ડીમ્ડ એન.એ. પરવાનગીનો લાભ મળે તો આવા પ્રોજેકટો ઝડપથી કાર્યરત થાય અને ઉર્જા ઉત્પાદનના મહાત્વાકાંક્ષી લક્ષ્યાંકો સિધ્ધ કરી શકાય. ભારત સરકારના

MNRE મંત્રાલય દ્વારા ખેડુતો માટે તા: ૧૩-૦૩-૨૦૧૯ થી અમલી PM-KUSUM યોજનાના ભાગ – A અંતર્ગત વિકેંદ્રિત ગ્રીડ દ્વારા ૧૦૦૦૦ મેગાવોટ ઉર્જા ઉત્પાદનનો લક્ષ્યાંક છે.

રાજ્યમાં તમામ રીન્યુએબલ એનર્જીના પ્રોજેકટસ જેવા કે, સુર્યઉર્જા, પવન ઉર્જા, વીન્ડ-સોલાર હાઇબ્રીડ, PM-KUSUM યોજના વિગેરે પ્રોજેકટના ઝડપી વિકાસ માટે આ યોજનાઓ હેઠળ સ્થાપિત થતા પાવર પ્લાન્ટને પણ ડીમ્ડ એન.એ. પરવાનગીનો લાભ આપવામાં આવે તો આવા પ્લાન્ટ ઝડપથી કાર્યરત થઇ શકે તે બાબતે સંદર્ભ (૬) દર્શિત પત્રથી ઉર્જા અને પેટ્રોકેમીકલ્સ વિભાગ દ્વારા રજુઆત કરેલ હતી. આથી રીન્યુએબલ એનર્જી બેઝ્ડ તમામ પ્રકારના પાવર પ્લાન્ટના હેતુને ડીમ્ડ એન.એ. પરવાનગી આપવાની બાબત સરકારશ્રીની વિચારણા હેઠળ હતી.

પરિપત્ર : આથી પ્રસ્તુત બાબતે પુખ્ત વિચારણાને અંતે નિમ્નલિખિત સુચનાઓ પરિપત્રિત કરવામાં આવે છે :

૧. *ગુજરાત રાજ્યમાં સ્થપાતા રીન્યુએબલ એનર્જીના તમામ પ્રોજેકટસ જેવા કે, સુર્ય ઉર્જા, પવન ઉર્જા, વિન્ડ-સોલાર હાઇબ્રીડ આધારિત પ્લાન્ટ,* સોલાર પ્રોજેકટને તથા કેંદ્ર સરકારની PM-KUSUM યોજના અંતર્ગત સ્થાપવામાં આવતા સોલાર પાવર પ્લાન્ટના હેતુને પ્રામાણિક ઔદ્યોગિક હેતુ (બોનાફાઇડ ઇન્ડસ્ટ્રીયલ પરપઝ) તરીકે માન્યતા મળેલ હોઇ , ખાનગી માલીકીની જમીનનો આ હેતુઓ માટે ઉપયોગ કરવામાં આવે કે આ હેતુઓ માટે જમીન ખરીદવા અને ઉપયોગ કરવા અંગેની પ્રવૃત્તિને ગુજરાત જમીન મહેસુલ સંહિતા,૧૮૭૯ ની કલમ-૪૮ તથા કલમ ૬૫-બી હેઠળ આવરી લઇ તેને ખરેખર ઔદ્યોગિક હેતુ ગણી ડીમ્ડ એન.એ. પરવાનગી આપવા અંગે કાર્યવાહી કરવા તમામ કલેકટરશ્રીઓને સુચિત કરવામાં આવે છે.

૨. મહેસુલ વિભાગની પ્રવર્તમાન જોગવાઇઓ અનુસાર નિયમાનુસાર વસુલવાપાત્ર રુપાંતર કર તથા બિનખેતી આકાર/ડ્યુટી/ચાર્જીસની વસુલાત ડીમ્ડ એન.એ. નો હુકમ કરતા સમયે કલેકટરશ્રી દ્વારા કરવાની રહેશે.

૩. આ પરિપત્ર મહેસુલ વિભાગની સરખા ક્રમાંકની ફાઇલ પર ઉદ્યોગ અને ખાણ વિભાગની તા:૩૧-૦૩-૨૦૨૩ની નોંધથી તથા સરકારશ્રીની મળેલી મંજુરી અન્વયે પ્રસિધ્ધ કરવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

(સુનિલ સલુજા)
સેકશન અધિકારી
મહેસૂલ વિભાગ ,ગુજરાત
સરકાર

પ્રતિ,

- માન. રાજ્યપાલશ્રીના સચિવશ્રી, રાજ ભવન, ગાંધીનગર(પત્ર દ્વારા)
- માન. મુખ્યમંત્રીશ્રીના અગ્રસચિવશ્રી , સ્વર્ણિમ સંકુલ, સચિવાલય, ગાંધીનગર.
- માન. મંત્રી શ્રી(મહેસૂલ) ના અંગત સચિવશ્રી સ્વર્ણિમ સંકુલ, સચિવાલય, ગાંધીનગર.
- તમામ માન.મંત્રીશ્રીઓના અંગત સચિવશ્રી સ્વર્ણિમ સંકુલ, સચિવાલય,ગાંધીનગર.
- તમામ માન. રાજ્યકક્ષાના મંત્રીશ્રીઓના અંગત સચિવશ્રી, સ્વર્ણિમ સંકુલ,સચિવાલય, ગાંધીનગર.
- મુખ્ય સચિવશ્રીના નાયબ સચિવશ્રી, સચિવાલય, ગાંધીનગર.
- અગ્ર સચિવ શ્રી, નાણા વિભાગ સચિવાલય, ગાંધીનગર.
- અગ્ર સચિવ શ્રી, શહેરી વિકાસ અને શહેરી ગૃહ નિર્માણ વિભાગ, સચિવાલય,ગાંધીનગર.
- અગ્ર સચિવશ્રી, પંચાયત ગ્રામ ગૃહ નિર્માણ અને ગ્રામ વિકાસ વિભાગ, સચિવાલય, ગાંધીનગર.
- સચિવશ્રી(જ.સુ.) અને મહેસુલ તપાસણી કમિશનરશ્રી ,બ્લોક નંબર 11, સચિવાલય, ગાંધીનગર.
- સચિવશ્રી, માર્ગ અને મકાન વિભાગ, સચિવાલય, ગાંધીનગર.
- સેટલમેન્ટ કમિશનર અને જમીન દફ્તર નિયામકશ્રી, ખ-5 સર્કલ, સેક્ટર- 14,ગાંધીનગર.
- ખાસ સચિવશ્રી(વિવાદ),મહેસૂલ વિભાગ, સોલા વિદ્યાપીઠ સામે, અમદાવાદ.
- સર્વે કલેકટરશ્રીઓ.
- 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 સારૂ.
- પ્રોજેકટ મેનેજરશ્રી (સ્ટેટ મોનીટરીંગ સેલ , i-ORA સોફ્ટવેરમાં જરુરી સુધારા NIC પાસેથી કરાવવા અર્થે)
- પસંદગી ફાઇલ.
- શાખા ફાઇલ-ક શાખા.

ગુજરાત રાજ્યમાં સ્થપાતા રીન્યુએબલ એનર્જીના તમામ પ્રોજેકટસ માટે ખાનગી માલીકીની લીઝથી ધારણ કરેલ જમીનને મહત્તમ ૩૦ વર્ષ માટે હંગામી બિનખેતી પરવાનગી આપવા બાબત

ગુજરાત સરકાર

મહેસૂલ વિભાગ

પરિપત્ર ક્રમાંક : બખપ/૧૦૨૦૨૨/ઓએમઆર-૨૪/ક (લીઝ)

સચિવાલય, ગાંધીનગર.

તારીખ: ૧૬-૧૦-૨૦૨૩

સંદર્ભ : (૧) મહેસૂલ વિભાગનો તા.૦૧/૦૭/૨૦૦૮ નો ઠરાવ ક્રમાંકઃ બખપ/૧૦૦૬/૪૨૫/ક

(૨) મહેસૂલ વિભાગનો તા.૧૨/૧૨/૨૦૧૮ નો પરિપત્ર ઠરાવ ક્રમાંકઃ બખપ/૧૦૨૦૧૮/૪૨૫/ક

(૩) મહેસૂલ વિભાગનો તા.૨૫/૦૧/૨૦૧૯ નો ઠરાવ ક્રમાંકઃ જમન/૩૯૧૫/૯૨૪/અ-૧

(૪) ગુજરાત એકટ નં.૩/૨૦૧૬, તા: ૨૧/૦૩/૨૦૧૬,

(૫) ગુજરાત પાવર પોલીસી-૨૦૨૧, ઉર્જા અને પેટ્રોકેમીકલ્સ વિભાગ, ગુજરાત સરકાર

(૬) મ.વિ.નો તા: ૧૩-૦૪-૨૦૨૩ નો પરિપત્ર ક્ર: બખપ/૧૦૨૦૨૨/ઓએમઆર-૨૪/ક (સોલાર)

(૭) મ.વિ.નું તા: ૨૫-૦૬-૨૦૨૧ નું જાહેરનામા ક્ર: GHM/2021/86/M/BKP/102018/484/K

(૮) ગુજરાત જમીન મહેસુલ નિયમો,૧૯૭૨ ના નિયમ-૯૧

(૯) મહેસુલ વિભાગનો તા: ૨૬/૦૯/૨૦૨૨ નો પરિપત્ર ક્રમાંક : બખપ/૧૦૨૦૧૮/૪૨૫/ક

: પ્રસ્તાવના :

ઉર્જા અને પેટ્રોકેમીકલ્સ વિભાગ હેઠળ કાર્યરત સોલાર પાવર પોલીસી-૨૦૨૧ અંતર્ગત વર્ષ ૨૦૨૨ સુધી ૧૦૦ ગીગાવોટ પાવર જનરેશનનો લક્ષ્યાંક રાખવામાં આવેલ. ગુજરાતનાં ઉદ્યોગ સાહસિકો તેમજ જમીન માલિકો બન્નેને ફાયદો થાય તેવા ઉદ્દેશથી આવી જમીનોમાં રીન્યુએબલ એનર્જી પ્રોજેકટ સ્થાપવા માટે ડીમ્ડ એન.એ. પરવાનગીનો લાભ મળે તો આવા પ્રોજેકટો ઝડપથી કાર્યરત થાય અને ઉર્જા ઉત્પાદનના મહાત્વાકાંક્ષી લક્ષ્યાંકો સિધ્ધ કરી શકાય. ભારત સરકારના MNRE મંત્રાલય દ્વારા ખેડુતો માટે તા: ૧૩-૦૩-૨૦૧૯ થી અમલી PM-KUSUM યોજનાના ભાગ – A અંતર્ગત વિકેંદ્રિત ગ્રીડ દ્વારા ૧૦૦૦૦ મેગાવોટ ઉર્જા ઉત્પાદનનો લક્ષ્યાંક છે.

મ.વિ. ના સંદર્ભ (૬) દર્શિત પરિપત્ર દ્વારા " ગુજરાત રાજ્યમાં સ્થપાતા રીન્યુએબલ એનર્જીના તમામ પ્રોજેકટસ જેવા કે, સુર્ય ઉર્જા, પવન ઉર્જા, વિન્ડ-સોલાર હાઇબ્રીડ આધારિત પ્લાન્ટ, સોલાર પ્રોજેકટને તથા કેંદ્ર સરકારની PM-KUSUM યોજના અંતર્ગત સ્થાપવામાં આવતા સોલાર પાવર

પ્લાન્ટના હેતુને પ્રામાણિક ઔધોગિક હેતુ (બોનાફાઇડ ઈન્ડસ્ટ્રીયલ પરપઝ) તરીકે માન્યતા મળેલ હોઇ ,ખાનગી માલીકીની જમીનનો આ હેતુઓ માટે ઉપયોગ કરવામાં આવે કે આ હેતુઓ માટે જમીન ખરીદવા અને ઉપયોગ કરવા અંગેની પ્રવૃત્તિને ગુજરાત જમીન મહેસુલ સંહિતા,૧૮૭૯ ની કલમ-૪૮ તથા કલમ ૬૫-બી હેઠળ આવરી લઇ તેને ખરેખર ઔધોગિક હેતુ ગણી ડીમ્ડ એન.એ. પરવાનગી આપવા અંગે કાર્યવાહી કરવા તમામ કલેકટરશ્રીઓને સુચિત કરવામાં આવેલ છે."

૨. રાજ્યમાં તમામ રીન્યુએબલ એનર્જીના પ્રોજેકટસ જેવા કે, સુર્યઉર્જા, પવન ઉર્જા, વીન્ડ-સોલાર હાઇબ્રીડ, PM-KUSUM યોજના વિગેરે પ્રોજેકટના ઝડપી વિકાસ માટે આ યોજનાઓ હેઠળ સ્થાપિત થતા પાવર પ્લાન્ટ માટે ખાનગી માલીકીની ભાડાપટ્ટે (લીઝ) પર ધારણ કરેલ જમીનને પણ ડીમ્ડ એન.એ. પરવાનગીનો લાભ આપવામાં આવે તો આવા પ્લાન્ટ ઝડપથી કાર્યરત થઇ શકે તે બાબતની રજુઆત સરકારશ્રીને મળેલ હતી.આથી રીન્યુએબલ એનર્જી બેઝ્ડ તમામ પ્રકારના પાવર પ્લાન્ટના હેતુ માટે ખાનગી માલીકીની ભાડાપટ્ટે (લીઝ) પર ધારણ કરેલ જમીનને ઝડપી બિનખેતી પરવાનગી મળે અને ઉર્જા ઉત્પાદનના લક્ષ્યાંક સિધ્ધ થઇ શકે તે બાબત સરકારશ્રીની વિચારણા હેઠળ હતી.

: પરિપત્ર :

પુખ્ત વિચારણાને અંતે પ્રસ્તુત બાબતે નિમ્નલિખિત સુચનાઓ પરિપત્રિત કરવામાં આવે છે :

" રીન્યુએબલ એનર્જીના તમામ પ્રોજેકટસ જેવા કે, સુર્ય ઉર્જા, પવન ઉર્જા, વિન્ડ-સોલાર હાઇબ્રીડ આધારિત પ્લાન્ટ, સોલાર પ્રોજેકટને તથા કેંદ્ર સરકારની PM-KUSUM યોજના અંતર્ગત સ્થાપવામાં આવતા સોલાર પાવર પ્લાન્ટના હેતુ માટે ભાડાપટ્ટે ધારણ કરેલ ખાનગી માલિકીની જમીનના કાયદેસરના લીઝ ધારણ કરનાર રીન્યુએબલ એનર્જી/સોલાર ઉર્જા ઉત્પાદક અરજદાર/કંપની/અન્યને રીન્યુએબલ એનર્જીના તમામ હેતુ નિમ્નલિખિત શરતો/ જોગવાઇઓને આધીન મહત્તમ ૩૦ વર્ષના સમયગાળા માટે હંગામી બિનખેતી પરવાનગી આપવા બાબત નિમ્નલિખિત સુચનાઓ/કાર્યપધ્ધતિ મુજબ કાર્યવાહી કરવા તમામ જિલ્લા-કલેકટરશ્રીઓને સુચિત કરવામાં આવે છે :

અરજીની ચકાસણી / ખરાઇ, વસુલવાપાત્ર વેરા સંબંધિત જોગવાઇઓ :

(૧) નિયમાનુસાર લીઝ અગ્રીમેંટ દ્વારા ખાનગી માલીકીની જમીન લીઝ હકકથી ધારણ કરનાર રીન્યુએબલ એનર્જી/સોલાર ઉર્જા ઉત્પાદક અરજદાર/કંપની/અન્ય તથા લીઝ આપનાર જમીનના કાયદેસરના કબજેદાર દ્વારા સહી કરીને હંગામી બિનખેતી પરવાનગી મેળવવા માટે નિયત નમુનામાં (પરિશિષ્ટ-૧) ઓનલાઇન અરજી તથા સ્વ-ઘોષણાપત્ર (પરિશિષ્ટ-૨) મુજબ રજુ કરવાના રહેશે.

(૨) હંગામી બિનખેતી પરવાનગીની ઓનલાઇન અરજી કરતા સમયે અરજદારશ્રી દ્વારા નિયમાનુસાર સવાલવાળી જમીનના માંગણી મુજબના ક્ષેત્રફળ આધારિત પ્રોસેસ ફી ૫૦ પૈસા પ્રતિ ચો.મી. લેખે ભરપાઇ કરવાના રહેશે, જે નોન-રીફંડેબલ રહેશે. પ્રોસેસ ફીની આ રકમ જિલ્લા ઇ-ધરા ફંડમાં જમા થશે.

સંદર્ભ(૯)દર્શિત પરિપત્રની જોગવાઇઓ મુજબ નિયમાનુસારના કારણોસર અરજી અસ્વીકાર કે દફતરે થયાના કિસ્સામાં તે જ જમીન માટે તે જ મોબાઇલ નંબર અને તે જ ઇ-મેલ આઇડીથી પુન:અરજી કરવામાં આવે તો સવાલવાળી જમીનના માંગણી મુજબના ક્ષેત્રફળ આધારિત ૧૦ પૈસા પ્રતિ ચોમી લેખે પ્રોસેસ ફી ભરપાઇ કરવાની રહેશે.

(૩) હંગામી બિનખેતી પરવાનગીની નિયત નમુનાની (પરિશિષ્ટ-૧) મુજબની અરજીનો સક્ષમ સત્તાધિકારીશ્રી દ્વારા સ્વીકાર થયેથી, તેઓ દ્વારા હંગામી બિનખેતી પરવાનગીની માંગણીવાળી જમીન સરકારી પડતર / ગૌચર/ જાહેર હેતુસર અનામત પૈકીની/ ભુદાનની/ જમીન ટોચ મર્યાદા ધારા હેઠળની નહીં પરંતુ ખાનગી માલીકી પ્રકારની જ હોવા અંગેની ખરાઇ ઉપલબ્ધ રેકર્ડના આધારે તથા સવાલવાળી જમીનના રેવન્યુ કેસ/તકરારી કેસો તથા નામદાર હાઇકોર્ટ સમક્ષ ચાલતા કેસોની તપાસ તેમના તાબાના વર્ગ-૨ કે વર્ગ-૩ના શિરસ્તેદારથી નીચેના દરજ્જાના ન હોય તેવા અધિકારી મારફત આંતરિક વ્યવસ્થાથી દિન-૭ માં કરી લેવાની રહેશે.

(૪) આ પ્રકારે નિયત નમુનાની (પરિશિષ્ટ-૧) મુજબની અરજીની નિયમાનુસારની ચકાસણી બાદ સક્ષમ સત્તાધિકારીશ્રી દ્વારા વસુલવાપાત્ર રુપાંતર કર,બિનખેતી આકાર,લોકલ ફંડ,શિક્ષણ ઉપકર તથા અન્ય વેરા ભરપાઇ કરવાની જાણ આ સાથે સામેલ પરિશિષ્ટ-(૨) મુજબ અરજદારને અરજી મળ્યાના દિન-૧૫ માં કરવાની રહેશે.અરજદારશ્રી દ્વારા તેઓને આ પ્રકારે જાણ થયા તારીખથી ૦૭ દિવસની મુદ્દતમાં આ રકમ ઓનલાઇન ભરપાઇ કરવાની રહેશે. નિયત સમયમર્યાદામાં રકમ ભરપાઇ ન થયેથી અરજી આપોઆપ દફતરે થશે.

(૫) અરજદારશ્રી પાસેથી લીઝના સંપુર્ણ સમયગાળા (મહત્તમ ૩૦ વર્ષ) માટે મ.વિ. ના તા: ૨૫/૦૬/૨૦૨૧ ના જાહેરનામાથી અમલી બિનખેતી આકાર,લોકલ ફંડ,શિક્ષણ ઉપકર એકસામટા આગોતરા જ વસુલી લેવાના રહેશે. રુપાંતર કર ફક્ત બિનખેતી હેતુ માટે વસુલવાપાત્ર હોઇ તે એકવડો જ વસુલ કરવાનો રહેશે.

મહેસુલી રેકર્ડની જાળવણી :

(૬) વસુલવાપાત્ર રુપાંતર 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 મંજુરી/ નામંજુરીનો 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 (૫) 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/ બોજા હક્ક દાખલ/બોજા કમી સિવાયના તબદીલી/વેચાણ/હેતુફેરને 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 જોગવાઇઓ :

(૯) લીઝનો સમયગાળો પુર્ણ થયેથી ગુજરાત જમીન મહેસુલ નિયમો,૧૯૭૨ ના નિયમ-૯૧ ની જોગવાઇને આધીન બિનખેતીનો ઉપયોગ પુર્ણ થયેથી જમીન મુળ સ્વરુપમાં 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 માલીકીની 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 રદ્ થયેલ ગણાશે.

(૧૩) બિનખેતી પરવાનગીનો સમયગાળો કે લીઝનો સમયગાળો પુર્ણ થયેથી લીઝ કરી આપનાર તથા લીઝ લેનાર બંનેની સંમતિથી લીઝ રીન્યુઅલ થયેથી પુન: 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 ખેડુત ખાતેદાર તરીકેનો દરજ્જો ગુમાવશે નહિ તથા લીઝ પર જમીન મેળવનાર રીન્યુએબલ એનર્જી/સોલાર ઉર્જા ઉત્પાદક,અરજદાર/કંપની/અન્ય ખેડુત ખાતેદાર હોવાનો દરજ્જો ધારણ કરી શકશે નહીં કે આ બાબતે કોઇ હક્ક-દાવો પણ કરી શકશે નહીં.

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

આવતા સોલાર પાવર પ્લાન્ટના હેતુને હંગામી બિનખેતી પરવાનગી આપવા બાબત સક્ષમ સત્તાધિકારીશ્રી તરીકે સંબંધિત પ્રાંત અધિકારીશ્રી રહેશે.

(૧૮)સદરહુ હેતુઓ માટે ખેતીની જમીન લીઝ સિવાય ખરીદીને પ્રાપ્ત કરનાર બોનાફાઇડ પરચેઝરને સંદર્ભ (૬) દર્શિત પરિપત્ર મુજબ કલમ ૬૫-બી હેઠળ નિયમાનુસાર ડીમ્ડ એન.એ.નો લાભ મળવાપાત્ર થશે અને તે માટે હાલની જોગવાઇ મુજબ કાર્યવાહી કરવાની રહેશે.

(૧૯) હંગામી બિનખેતી અંગેનો હુકમ થયા બાદ કોઇપણ તબક્કે તથા કોઇપણ કારણોસર લીઝ પુર્ણ કરવામાં આવે તો હંગામી બિનખેતી માટે સરકારશ્રીમાં ભરપાઇ કરેલ નાણાં નોન-રીફંડેબલ રહેશે.

૩. ઉપર્યુક્ત ફકરા (૨) મુજબનું રીન્યુએબલ એનર્જીના તમામ પ્રોજેકટસ જેવા કે, સુર્ય ઉર્જા, પવન ઉર્જા, વિન્ડ-સોલાર હાઇબ્રીડ આધારિત પ્લાન્ટ, સોલાર પ્રોજેકટને તથા કેંદ્ર સરકારની PM-KUSUM યોજના અંતર્ગત સ્થાપવામાં આવતા સોલાર પાવર પ્લાન્ટના હેતુની બિનખેતી પરવાનગીનું ઓનલાઇન મોડ્યુલ iORA portal પર પ્રોજેકટ ઓફીસરશ્રી(એસ.એમ.સી.) દ્વારા એન.આઇ.સી. પાસેથી તૈયાર કરાવી લેવાનું રહેશે.

૪. આ પરિપત્ર મહેસુલ વિભાગની સરખા ક્રમાંકની ફાઇલ પર મળેલી સરકારશ્રીની મંજુરી અન્વયે પ્રસિધ્ધ કરવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

(સુનિલ સલુજા)
સેકશન અધિકારી
મહેસૂલ વિભાગ ,ગુજરાત સરકાર

પ્રતિ,

- માન. રાજ્યપાલશ્રીના સચિવશ્રી, રાજ ભવન, ગાંધીનગર(પત્ર દ્વારા)
- માન. મુખ્યમંત્રીશ્રીના અગ્રસચિવશ્રી , સ્વર્ણિમ સંકુલ, સચિવાલય, ગાંધીનગર.
- માન. મંત્રી શ્રી(મહેસૂલ) ના અંગત સચિવશ્રી સ્વર્ણિમ સંકુલ, સચિવાલય, ગાંધીનગર.
- તમામ માન.મંત્રીશ્રીઓના અંગત સચિવશ્રી સ્વર્ણિમ સંકુલ, સચિવાલય,ગાંધીનગર.
- તમામ માન. રાજ્યકક્ષાના મંત્રીશ્રીઓના અંગત સચિવશ્રી, સ્વર્ણિમ સંકુલ,સચિવાલય, ગાંધીનગર.
- મુખ્ય સચિવશ્રીના સંયુક્ત સચિવશ્રી, સચિવાલય, ગાંધીનગર.
- અધિક મુખ્ય સચિવ શ્રી, નાણા વિભાગ સચિવાલય, ગાંધીનગર.
- અગ્ર સચિવ શ્રી, શહેરી વિકાસ અને શહેરી ગૃહ નિર્માણ વિભાગ, સચિવાલય,ગાંધીનગર.
- અગ્ર સચિવશ્રી, પંચાયત ગ્રામ ગૃહ નિર્માણ અને ગ્રામ વિકાસ વિભાગ, સચિવાલય, ગાંધીનગર.
- સચિવશ્રી(જ.સુ.) અને મહેસુલ તપાસણી કમિશનરશ્રી ,બ્લોક નંબર 11, સચિવાલય,ગાંધીનગર.

- સચિવશ્રી, માર્ગ અને મકાન વિભાગ, સચિવાલય, ગાંધીનગર.
- સેટલમેન્ટ કમિશનર અને જમીન દફતર નિયામકશ્રી, ખ-5 સર્કલ, સેકટર- 14,ગાંધીનગર.
- ખાસ સચિવશ્રી(વિવાદ),મહેસૂલ વિભાગ, સોલા વિધ્યાપીઠ સામે, અમદાવાદ.
- સર્વે કલેકટરશ્રીઓ.
- 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 વેબસાઇટ પર મૂકવા સારૂ.
- પ્રોજેકટ ઓફીસરશ્રી (સ્ટેટ મોનીટરીંગ સેલ , i-ORA સોફ્ટવેરમાં જરુરી સુધારા NIC પાસેથી કરાવવા અર્થે)
- પસંદગી ફાઇલ.
- શાખા ફાઇલ-ક શાખા.

પરિશિષ્ટ - ૧

રીન્યુએબલ એનર્જીના તમામ પ્રોજેકટસ માટે ખાનગી માલીકીની લીઝથી ધારણ કરેલ જમીનને હંગામી બિનખેતી પરવાનગી આપવા બાબતની અરજીનો નમુનો.

પ્રતિ,
પ્રાંત અધિકારીશ્રી, ...
જી. .....

વિષય:- રીન્યુએબલ એનર્જીના તમામ પ્રોજેકટસ માટે ખાનગી માલીકીની લીઝથી ધારણ કરેલ જમીનને હંગામી બિનખેતી પરવાનગી આપવા તથા રૂપાંતર કર / બિનખેતી આકાર / અન્ય વેરા નિયત કરવા તથા આ સંદર્ભની બીજા હકકમાં નોંધ કરવા બાબત.

(૧) અરજદાર ની વિગત (પત્રવ્યવહાર માટે)
- (ક) અરજદાર નું નામ: .....
- (ખ) અરજદાર નું સરનામું: .....
- (ગ) શહેર/ગામ નું નામ: .....
- (ઘ) પીન કોડ નંબર: .....
- (ચ) અરજદાર નો મોબાઇલ નંબર: .....
- (છ) અરજદાર નું ઇ-મેઇલ: .....

(૨) હાલની માંગણી વાળી જમીનની વિગત
- (ક) જિલ્લો: .....
- (ખ) તાલુકો: .....
- (ગ) ગામનું નામ: .....
- (ઘ) સરવે નંબર / બ્લોક નંબર: .....
- (ચ) ૭/૧૨ મુજબ કુલ ક્ષેત્રફળ (ચો.મી.) : .....
- (છ) માંગણીનું ક્ષેત્રફળ (ચો.મી.): .....

(૩) લીઝ આપનાર ની વિગત
- (ક) ૭/૧૨ મુજબ ખાતેદાર નું નામ: .....
- (ખ) સરનામું: .....
- (ગ) મોબાઈલ નંબર: .....
- (ઘ) ઈ-મેઈલ એડ્રેસ હોય તો: .....
- (ચ) ઓળખ પ્રમાણપત્ર નંબર: ..... (આઇ.ડી. પ્રુફની નકલ)

(૪) લીઝ મેળવનાર ની વિગત
- (ક) લીઝ મેળવનાર નું નામ: .....
- (ખ) સરનામું: .....
- (ગ) મોબાઈલ નંબર: .....
- (ઘ) ઈ-મેઈલ એડ્રેસ હોય તો: .....
- (ચ) વ્યક્તિગત કિસ્સામાં ઓળખ પ્રમાણપત્ર નંબર: ..... (આઇ.ડી. પ્રુફની નકલ)/
  કંપનીના કિસ્સામાં રજીસ્ટ્રેશન નંબર: ..... (રજીસ્ટ્રેશન પ્રુફની નકલ)

(૫) જમીન લીઝથી ધારણ કરવાનો હેતુ: .....
સુર્ય ઉર્જા આધારિત પ્લાન્ટ/ પવન ઉર્જા આધારિત પ્લાન્ટ/ વિન્ડ-સોલાર હાઇબ્રીડ પ્લાન્ટ/
સોલાર પ્રોજેકટ/ PM-KUSUM યોજના અંતર્ગત સોલાર પ્લાન્ટ

(૬) લીઝ માટેની સમયગાળો (લીઝ એગ્રીમેન્ટની નકલ)
વર્ષ ..... માસ ..... દિવસ.....

ઉકત જમીન સંદર્ભે ભરવાના થતા રૂપાંતરકર / બિનખેતી આકાર / અન્ય વેરાની રકમ નિયત કરી આપવા વિનંતી છે.

અમોએ જે લેખિત વિગતો આપેલ છે તે સાચી છે આ સંદર્ભે સરકારશ્રીની તમામ શરતો હશે તથા છે તેનું પાલન કરવા અમો બંધાયેલા છીએ.

સ્થળ: .....

તારીખ: .....

.....

લીઝ આપનારની સહી

લીઝ તથા લીઝ એગ્રીમેન્ટની ઉપર દર્શાવેલ વિગતો ખરી છે તથા અમો જાણીએ છીએ કે, ઉકત પરવાનગી મળવાથી અમને ખેડૂત તરીકેના કોઇ જ હકકો પ્રાપ્ત થતા નથી તથા આ અરજીમાં દર્શાવેલ 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: .....

.....

લીઝ મેળવનારની સહી

બિડાણ:-

(૧) લીઝ આપનાર તથા મેળવનાર ના ઓળખના પુરાવા

(૨) કંપનીના કિસ્સામાં રજીસ્ટ્રેશનની નકલ

(3) વ્યકિતગત સિવાયના કિસ્સામાં લીઝ મેળવનાર તરીકે સહી કરનારના અધિકૃતતાના પુરાવા

(૪) લીઝ એગ્રીમેન્ટની નકલ

પરિશિષ્ટ - ૨

મહેસૂલ વિભાગના ..... ક્રમાંકઃ- .....

સ્વ-ઘોષણા (Self Declaration)

આથી હું/અમે, આ સ્વ-ઘોષણા પર સહી કરનાર....

લીઝ આપનાર,

અ.નં.	નામ	સરનામું	ઉંમર	આધાર કાર્ડ /ઓળખપત્ર નંબર
૧				
૨				

લીઝ મેળવનાર,

અ.નં.	નામ	સરનામું	ઉંમર	આધાર કાર્ડ /ઓળખપત્ર નંબર
૧				
૨				

આથી હું / અમે નીચેની વિગતો કે જે અમે આ જમીનની હકક પત્રક નોંધો અને તમામ ૭/૧૨ ને તપાસી કે જે સત્ય છે તે રજુ કરીએ છીએ.

(૧) સ.નં./બ્લોક નં. _____, મોજે _____. તાલુકો _____, જિલ્લો _____, ક્ષેત્રફળ _____ વાળી જમીન અમે ઉત્તરોત્તર પ્રવર્તમાન જોગવાઇઓના કોઇપણ ઉલ્લંઘન સિવાય કાયદેસર ધારણ કરીએ છીએ.

(૨) અમો ગુજરાત ખેત જમીન ટોચ મર્યાદા અધિનિયમમાં નિયત થયેલ ક્ષેત્રફળથી વધુ જમીન ધરાવતા નથી.

(૩) ઉકત જમીન, ગુજરાત ખેત જમીન ટોચ મર્યાદા અધિનિયમ ફાજલ થયેલ નથી તથા આ કાયદા હેઠળ સરકાર હસ્તક દાખલ થયેલ નથી.

(૪) આ જમીન ભૂદાનની, ખેત જમીન ટોચમર્યાદા હેઠળ ફાજલ કે સાંથણીની નથી.

(૫) ઉકત જમીન અમે ધારણ કરીએ છીએ તે સરકારી / ગૌચર / તળાવ / સામૂદાયિક ઉપયોગ કે અન્ય કોઇ જાહેર હેતુ અંગેની નથી કે પ્રિમિયમ ભરવાપાત્ર નથી કે પ્રિમિયમ ભરવા પર બાકી નથી.

(૬) ઉકત જમીન પર અમારો અધિકૃત કબજો છે.

(૭) આ જમીન ખેતીના હેતુની તથા ખુલ્લી (બાંધકામ સિવાયની) જમીન છે.

(૮) આ જમીનનો ઉપયોગ પરિપત્ર ..... ની જોગવાઇ મુજબ રીન્યુએબલ એનર્જી ઉત્પાદન હેતુ માટે જ કરવાનો છે.

(૯) ઉકત જમીનના ટાઇટલ સંદર્ભની તમામ જવાબદારી અમારી ધારણકર્તા (કબજેદાર) ની રહેશે.

(૧૦) પ્રસ્તુત જમીન તથા તે સંદર્ભની કોઇ પણ પ્રકિયા અન્વયે કાયદાકીય પ્રશ્નો ઉપસ્થિત થયે તે અંગેની સઘળી જવાબદારી અમારી રહેશે.

(૧૧) વિવિધ કાયદા હેઠળ કેસની વિગત

	વિવિધ કાયદા હેઠળ કેસની વિગત	હા / ના	જો "હા" તો કેસની વિગત
	(૧)	(૨)	(૩)
a)	ખેત જમીન ટોચ મર્યાદા અધિનિયમ હેઠળ કોઇ કેસ નોંધાયેલ છે? અથવા હાલ કઇ પ્રકિયા હેઠળ છે?	હા / ના	
c)	ગણોતધારા હેઠળ કોઇ કેસ નોંધાયેલ છે? અથવા હાલ પ્રકિયા હેઠળ છે?	હા / ના	
c)	મામલતદારશ્રી/પ્રાંત અધિકારીશ્રી/ કલેકટરશ્રી / સમક્ષ કોઇ કેસ નોંધાયેલ છે?	હા / ના	
d)	સિવિલ કોર્ટ, નામ. હાઇકોર્ટ, નામ. સુપ્રિમ કોર્ટ અથવા મહેસૂલ પંચ, સચિવશ્રી વિવાદની કોર્ટમાં કોઇ કેસ નોંધાયેલ છે?	હા / ના	

(૧૨) સદર જમીન પર કોઇ કોર્ટના હુકમ મુજબ મનાઇ હુકમ છે.? હા / ના જો "હા" તો વિગત

(૧૩) સદર જમીન ટાંચમાં લેવા હુકમ થયેલ છે? હા / ના જો "હા" તો વિગત

અથવા ટાંચમાં લેવામાં આવેલ છે?

(૧૪) આ જમીન કોઇ પણ હેતુ માટે સંપાદન હા / ના જો "હા" તો કેસની વિગત થયેલ છે? અથવા હાલ સંપાદન હેઠળ છે?

(૧૫) ઉકત ખેતીની જમીનના રીન્યુએબલ એનર્જી ઉત્પાદન માટે અમો જમીનના અધિકૃત ધારણકર્તા (લીઝ આપનાર) તથા નીચે જેનો ઉલ્લેખ છે તે લીઝ મેળવનાર વચ્ચે નિયમોનુસાર ..... વર્ષની મુદત માટે લીઝ એગ્રીમેન્ટ થયેલ છે.

(૧૬) જો ઉપર જણાવેલ હકીકતો પૈકીની કોઇપણ હકીકત ખોટી માલુમ પડશે તો અમોને આપવામાં આવતી મંજૂરી અંગેની પરવાનગી આપોઆપ રદ થયેલી ગણાશે/અથવા રદ કરવામાં આવશે તો અમોને બંધનકર્તા રહેશે અને તે બાદ ઉપસ્થિત થનાર તમામ કાયદાકીય તથા નાણાંકીય જવાબદારી મારી/અમારી રહેશે.

(૧૭) અમો બાંહેધરી આપીએ છીએ કે, આ મંજૂરી પ્રસ્તુત ખેતી ઉપયોગની જમીન લીઝ પર આપવાથી ભરપાઇ કરવાના જરૂરી રૂપાંતર કર તથા અન્ય તમામ વેરા નિયત કરવા પુરતી મર્યાદિત છે તથા જમીનના ટાઇટલ સંદર્ભેની બાબતોની સઘળી જવાબદારી અમારી છે. તથા આ જમીનના રીન્યુએબલ એનર્જી ઉત્પાદનના હેતુ માટેની અન્ય તમામ મંજૂરીઓ મેળવવાની રહેશે અને તે મળ્યેથી જ ઉકત ઉપયોગ શરૂ કરી શકાશે.

(૧૮) અમો એ બાબતે પણ બાંહેધરી આપીએ છીએ કે ઉપર જણાવ્યા મુજબની કોઇપણ વિગતે ખોટી અથવા અર્ધસત્ય કે ગેરમાર્ગે દોરનાર કે છેતરપીંડી વાળી હોય તો આથી આપવામાં આવેલી બિનખેતીની મંજુરીને પરિણામે ઉભી થનારી સઘળી પરિસ્થિતિ અંગેની સઘળી જવાબદારી અમારી રહેશે અને રાજ્ય સરકારની કોઇ જવાબદારી રહેશે નહી. તેમજ આ પ્રકારની ખોટી માહિતી રજુ કરવા બદલ પ્રવર્તમાન જોગવાઇઓ મુજબ અમારી સામે કાયદેસર/કાનુની કાર્યવાહી થઇ શકશે તે હું/અમે સ્વીકારીએ છીએ.

ઉપરોક્ત સ્વઘોષણા પત્રની વિગતો વાંચી-સમજીને, સઘળી હકીકત ખરી અને સત્ય જાહેર કરીને આજ તા..... ના રોજ મારી હયાતી સંપૂર્ણ સભાન અવસ્થામાં, બિનકેફ હાલતમાં, કોઇપણ જાતના દાબદબાણ વિના, મુક્ત સંમતિથી જાહેર કરેલ છે.

આથી હું/અમે નીચે સહી કરનાર આથી જાહેર કરું છું/કરીએ છીએ કે મારા/અમારા દ્વારા આપવામાં આવેલ માહિતી અને અરજી અનુસંધાને જોડેલ દસ્તાવેજ મારી જાણ અને માન્યતા મુજબ સાચા છે અને તેમાં કોઇ બાબત છુપાવેલ નથી. હું એ જાણું છું/અમે એ જાણીએ છીએ કે ખોટી માહિતી કે દસ્તાવેજ રજુ કરવા એ ભારતીય દંડ સંહિતા(IPC)ની જોગવાઇઓ હેઠળ શિક્ષાને પાત્ર છે અને આવા સંજોગોમાં ખોટી માહિતી કે ખોટા દસ્તાવેજના આધારે મને અમને મળેલ લાભ મંજૂરી રદ થવા પાત્ર છે.

સ્થળ : .....

તારીખ:.....

(ફોટો)

લીઝ આપનારની સહી

.....

આધાર કાર્ડ / ઓળખપત્રની નકલ સામેલ રાખવી.

લીઝ તથા લીઝ એગ્રીમેન્ટની ઉપર દર્શાવેલ વિગતો ખરી છે તથા અમો જાણીએ છીએ કે, ઉકત પરવાનગી મળવાથી અમને ખેડૂત તરીકેના કોઇ જ હકકો પ્રાપ્ત થતા નથી તથા આ અરજીમાં દર્શાવેલ 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: .....

આધાર કાર્ડ / ઓળખપત્રની નકલ સામેલ રાખવી.

(ફોટો)

.....

લીઝ મેળવનારની સહી

પરિશિષ્ટ - ૩

By e-mail / By online System

હંગામી બિનખેતી (અરજી મુદ્દા નં.૫) હેતુ માટેની પરવાનગી માટેની અરજી મળ્યા બદલની પહોંચ

અરજી નંબર .....
પ્રાંત કચેરી, ...
જિ. .....
તા. .....

પ્રતિ,
(અરજદારનું પુરૂં નામ)
(અરજદારનું સરનામું)

વિષય : **હંગામી બિનખેતી અન્વયે (અરજી મુદ્દા નં.૫) 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.૫) 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
પ્રાંત .....
જિ. .....

પરિશિષ્ટ - ૪

By e-mail / By online System

હંગામી બિનખેતી (અરજી મુદ્દા નં.૫) હેતુ માટેની પરવાનગી માટે અરજીના અસ્વીકારનો પત્ર

અરજી નંબર .....
પ્રાંત કચેરી, ...
જિ. .....
તા. .....

પ્રતિ,
(અરજદારનું પુરૂ નામ)
(અરજદારનું સરનામું)

વિષય : **હંગામી બિનખેતી અન્વયે (અરજી મુદ્દા નં.૫)ઉપયોગ કરવા અંગેની અરજીનો નિર્ણય કરવા અંગે કાર્યવાહી કરવા અસ્વીકાર કરવા બાબત**

સરવે/ બ્લોક નંબર ..... ગામ : ..... તાલુકો : ..... જિ. .....

મહાશય, .

ઉપરોક્ત વિષય અન્વયે આપની તા. ..... ના રોજની હંગામી બિનખેતી હેતુ (અરજી મુદ્દા નં.૫) માટેની અરજી આગળની જરૂરી કાર્યવાહી માટે ઓનલાઇન અરજી અને સ્વ-ઘોષણા તથા જરૂરી પુરાવા રજુ કરેલ હતા.

અરજી તથા સ્વ-ઘોષણા ની ચકાસણી કરતાં નીચેના કારણોસર આપની અરજીનો અસ્વીકાર કરવામાં આવે છે.

- ☐ અરજીમાં પુરૂ નામ તથા સરનામું લખેલ નથી.
- ☐ ૭/૧૨ મુજબના તમામ ખાતેદારોની સહીથી અરજી કરેલ નથી.
- ☐ સહીવાળી અરજી અપલોડ કરેલ નથી.
- ☐ ૭/૧૨ મુજબના તમામ ખાતેદારોની સહીથી સ્વ-ઘોષણા થયેલ નથી.
- ☐ સહીવાળા સ્વ-ઘોષણા ની નકલ અપલોડ કરેલ નથી.
- ☐ નિયત નમુના મુજબ સ્વ-ઘોષણા માં વિગતો દર્શાવેલ નથી.
- ☐ અન્ય

(.....)
પૂર્વ ચકાસણી અધિકારી
પ્રાંત .....
જિ. .....

પરિશિષ્ટ - ૫

ઇન્ટીમેશન પત્ર(Online Intimation)

અરજી નંબર .....
પ્રાંત કચેરી, ...
જિ. .....
તા. .....

પ્રતિ,
(અરજદારનું પુરૂ નામ)
(અરજદારનું સરનામું)

વિષય : રીન્યુએબલ એનર્જીના તમામ પ્રોજેકટસ માટે ખાનગી માલીકીની લીઝથી ધારણ કરેલ જમીનને હંગામી બિનખેતી પરવાનગી આપવા બાબત તથા તે પરત્વે રૂપાંતર કર /બિનખેતી આકાર / અન્ય વેરા નિયત કરવા તથા આ સંદર્ભની બીજા હકકમાં નોંધ કરવા બાબત

સંદર્ભ:- (૧) મહેસુલ વિભાગનો તા :..... નો પરિપત્ર ક્રમાંક : બખપ/૧૦૨૦૨૨/ઓએમઆર-૨૪/ક (લીઝ)

(૨) અરજદારશ્રી..... તા.....ની અરજી.

ઉપર્યુક્ત વિષયની આપની તા..... ની અરજી અન્વયે સંદર્ભ(૧)દર્શિત પરિપત્ર અન્વયે રકાસણી કરતાં નીચે મુજબની રકમ ભરપાઇ કરવાની થાય છે.

કરની વિગત	ક્ષેત્રફળ (હે.આરે.ચોમી.)	વસુલવાપાત્ર કરના દર	વસુલાત/ વર્ષ	વસુલવાપાત્ર રકમ રુ.
રૂપાંતર કર			૦૧	
વિશેષ ધારો			અરજી મુદ્દા નં.૬	
લોકલ ફંડ			અરજી મુદ્દા નં.૬	
શિક્ષણ ઉપકર			અરજી મુદ્દા નં.૬	

ઉકત રકમ દિન-૦૭ માં ઓનલાઇન ભરપાઇ કરવાની રહેશે.

પ્રાંત અધિકારી શ્રી,
પ્રાંત :
જિલ્લો:

પરિશિષ્ટ - ૬
હુકમ

હુકમ નંબર .....
પ્રાંત કચેરી, ...
જિ .....
તા. .....

વિષય : રીન્યુએબલ એનર્જીના તમામ પ્રોજેકટસ માટે ખાનગી માલીકીની લીઝથી ધારણ કરેલ જમીનને હંગામી બિનખેતી પરવાનગી આપવા તથા રૂપાંતર કર /બિનખેતી આકાર / અન્ય વેરા નિયત કરવા તથા આ સંદર્ભની બીજા હકકમાં નોંધ કરવા બાબત

સંદર્ભ:- (૧) મહેસુલ વિભાગનો તા :..... નો પરિપત્ર કમાંક : બખપ/૧૦૨૦૨૨/ઓએમઆર-૨૪/૬ (લીઝ)
(૨) અરજદારશ્રીની તા.....ની અરજી.
(૩) ઇન્ટીમેશન પત્ર તા.....

હુકમ:-

હુકમ સંદર્ભે ઠરાવ કમાંક:..... અરજદારે સંદર્ભિત ઠરાવ અન્વયે રીન્યુએબલ એનર્જી ઉત્પાદન માટે જિ....., તા....., ગામ....., સ.નં. / બ્લોક નં....., વિસ્તાર.....ની જમીન ..... વર્ષ માટે ..... ને ભાડા પટ્ટે આપેલ હોઇ રૂપાંતર કર / બિનખેતી આકાર / અન્ય વેરા નિયત કરવા માટે નિયત નમુનામાં અરજી કરેલ.

રેકર્ડથી ખાતરી કરતા ઉકત જમીન સરકારી / ગૌચર કે જાહેર હેતુ અંગેની નથી તથા ખાનગી ખાતેદારની માલિકીની જમીન છે.

પેરા-૧ ની અરજી સંદર્ભે સંદર્ભ-(૩) ના પત્ર અન્વયેની રકમ ભરપાઇ કરવામાં આવેલ છે.

જે જોતાં ઉપર ઉલ્લેખિત વર્ણન વાળી જમીન ..... વર્ષના રીન્યુએબલ એનર્જીના ઉત્પાદન માટે લીઝધારકશ્રી ..... ને ભાડાપટ્ટે આપ્યાની નોંધ ગા.ન.નં.૬ માં કરી તે પ્રમાણિત થયે તેની અસર ગા.ન.નં.૭ માં બીજા હકકમાં કરવાના મર્યાદિત હેતુસર હુકમ કરવામાં આવે છે.

શરતો:-

(૧) અરજદારે પ્રતિ વર્ષે ખેતી સિવાયનો ધારો (વિશેષધારો) દર પ્રતિ ચો.મી.ના રૂા.....પ્રમાણે રૂા..... તેમજ નિયમ પ્રમાણે લોકલ ફંડ તથા શિક્ષણ સેસ ભરવો પડશે જે અંગેનો દર વખતો વખત ફેરફારનો પાત્ર રહેશે.

(૨) આ પ્રકારની મંજૂરીથી જમીન ધારણકર્તા (લીઝ આપનાર) અથવા જમીનના ટાઇટલમાં કોઇ ફેરફાર થશે નહીં ઉપરાંત ટાઇટલ સંદર્ભેની તમામ જવાબદારી લીઝ આપનારની ચાલુ રહેશે.

(૩) આ હુકમની (લીઝ મેળવનારનું નામ / મુદત સહિતની) નોંધ ગા.ન.નં.૬ માં કરી તે પ્રમાણિત થયે ગા.ન.નં.૭ ના બીજા હકકમાં કરવાની રહેશે. જમીનના ધારણકર્તા(કબજેદાર) તરીકે લીઝ આપનારનું નામ મહેસૂલી રેકર્ડમાં યથાવત રહેશે.

(૪) લીઝને પરિણામે લીઝ આપનાર ખેડૂત ખાતેદારની દરજજો માત્ર આ કારણથી ગુમાવશે નહીં તથા લીઝ મેળવનાર ખેડૂત તરીકેના દરજજો માત્ર આ લીઝના કારણે મેળવશે નહીં.

(૫) હાલની મંજૂરી માત્ર ઉકત વિષયમાં દર્શાવિલ બાબત પૂરતી જ મર્યાદિત ગણાશે.

(૬) આ જમીનનો ઉપયોગ લીઝ એગ્રીમેન્ટ અનુસાર જ તથા રીન્યુએબલ એનર્જીના ઉત્પાદન માટે જ કરવાનો રહેશે તથા એગ્રીમેન્ટ અનુસાર લીઝની મુદત ..... વર્ષ રહેશે.

(૭) ઉક્ત જમીનમાં મંજૂરી મળેલ હેતુ સિવાયના અન્ય કોઇ હેતુ માટે બાંધકામ કરી શકાશે નહીં.

(૮) હાલની મંજૂરી માત્ર ઉકત વિષયમાં દર્શાવિલ બાબત પૂરતી જ મર્યાદિત હોઇ રીન્યુએબલ એનર્જી ઉત્પાદન સંદર્ભે મેળવવાની થતી અન્ય મંજૂરીઓ સક્ષમ અધિકારીશ્રી પાસેથી અલગથી મેળવવાની રહેશે.

(૯) આ અંગે મેળવવાની થતી અન્ય મંજૂરીઓ અલગથી મેળવવાની રહેશે.

(૧૦) આ સંદર્ભે રીન્યુએબલ એનર્જી તથા તેના વહન અંગે મેળવવાની થતી તમામ મંજૂરીઓ સંબંધિત સક્ષમ સત્તાધિકારી પાસેથી મેળવવાની રહેશે.

(૧૧) હાલની મંજૂરીથી પ્રસ્તુત જમીન સંદર્ભેના ટાઇટલ તથા તેની સાથે સંકળાયેલ અન્ય બાબતો કે કાનૂની કાર્યવાહીને અસરકર્તા રહેશે નહી.

(૧૨) લીઝ મેળવનારે ૧ વર્ષમાં ઉત્પાદન શરૂ કરવાનું રહેશે.

(૧૩) લીઝ પૂર્ણ થયે જમીન ધારણકર્તા મૂળ હેતુસર (ખેતી) ધારણ કરશે તથા જમીન મૂળ સ્વરૂપમાં લાવવાની રહેશે.

(૧૪) કોઇપણ શરતના ઉલ્લંઘનના સંજોગોમાં પ્રસ્તુત કિસ્સામાં મંજુરી ન મળ્યાનુ માની તે અનુરૂપ કાર્યવાહી કરી શકશે.

પ્રાંત અધિકારી શ્રી,
પ્રાંત : જિલ્લો:

પરિશિષ્ટ - ૭

By e-mail / By online System

હંગામી બિનખેતી (અરજી મુદ્દા નં.૫) હેતુ માટેની પરવાનગી અરજી દફ્તરે કરવા અંગે જાણ કરતો પત્ર

અરજી નંબર .....
પ્રાંત કચેરી, ...
જિ. .....
તા. .....

પ્રતિ,
(અરજદારનું પુરૂ નામ)
(અરજદારનું સરનામું)

વિષય : હંગામી બિનખેતી અન્વયે (અરજી મુદ્દા નં.૫) ઉપયોગ કરવા અંગેની અરજી દફ્તરે કરવા બાબત.

સરવે/ બ્લોક નંબર ..... ગામ : ..... તાલુકો : ..... જિ. .....

મહાશય,

ઉપરોક્ત વિષયે આપને જણાવવાનું કે, તા. ..... ના હંગામી બિનખેતી અન્વયે (અરજી મુદ્દા નં.૫) ઉપયોગ કરવા અંગેની આપની અરજી કાર્યવાહી માટે સ્વીકારવામાં આવેલ હતી.

ઉક્ત અરજીની તપાસના અંતે નીચેના કારણોસર આપની અરજી દફ્તરે કરવામાં આવે છે.

•	(Data Entry)
•	(Data Entry)
•	(Data Entry)
•	(Data Entry)

(.....)
પ્રાંત અધિકારી શ્રી
પ્રાંત .....
જિ. .....

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

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

Date: 04 December 2020

Office Memorandum

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

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

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

3. This issues with approval of Competent Authority.

(Shobhit Srivastava)
Scientist-D

To

All concerned

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

1. Background

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

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

2. Implementation Methodology

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

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

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

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

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

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

A. Implementation under CAPEX Model

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

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

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

B. Implementation under RESCO Model

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

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

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

3. Feeder Separation:

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

4. Water saving and enhancing farmers' income

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

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

5. Feeder level solarisation with enhanced capacity of solar plant

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

6. Allocation of capacity and Service Charges

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

7. System Specifications and Quality Control

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

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

8. Monitoring

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

9. Interpretation of the Guidelines

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

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F. No. 32/645/2017-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 Utthan 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.

31/12/19

(J K Jethani)
Scientist-E

To
All Concern

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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.

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 bided 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(1) of GFR 2017, the account of concerned SIA shall be open to inspection by the sanctioning authority and audit (both by CAG of India and Internal Audit by the Principal Accounts Office of the MNRE), whenever the organization is called upon to do so.

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

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F. No. 32/645/2017-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(1)(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 – 110003
Dated: 9th February 2024

OFFICE 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

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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 – 110003
Dated: 9th February 2024

OFFICE 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

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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

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

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

ORDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. This issues with the approval of Competent Authority.

(Shobhit Srivastava)
Scientist D

To

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

Copy to:

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

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

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

ORDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. This issues with the approval of Competent Authority.

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

To

Concerned SLAs/ 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@gebmail.com | web site www.guvnl.com | Tele (Dir) (0265) 2340205 | PBX (0265) 2310582 to 86 | FAX (0265) 2337918, 2338164

No. GUVNL/Tech/Solar-Cell/ PM-KUSUM-C/FLS/1593 Date: 01/06/2022

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)

153803/e-tappal/09/2023

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Gujarat Urja Vikas Nigam Limited

Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007

CIN U40109GJ2004SGC045195 | An ISO 9001:2015 Certified Company | Phone: 0265-2311797

No : GUVNL/Tech/ Solar Cell/ PM KUSUM-C/FLS / 1551 Date : 21-09-2023

By e-Sarkar & E-mail

To
The Chief Engineer (P&P),
UGVCL,
Corporate Office,
Mehsana

Sub.:- Revision in allocation for Solarization of AG connections under Feeder Level Solarization Component-C of PM-KUSUM Scheme.

Ref.:- 1) UGVCL's letter No.-UGVCL/R&C/Solar Cell/PM KUSUM C-FLS/1182 dated 13-09-2023
2) GUVNL's letter No.-GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/1495 dated 06-09-2023
3) GUVNL's letter No.-GUVNL/Tech/Solar-Cell/PM-KUSUM-C/FLS/1693 dated 21-06-2022

This office vide letter No. 1495 dated 06-09-2023 had conveyed the Re-allocation of quantities to DISCOMs for inviting RfS for Feeder Level Solarization under Component-C of PM-KUSUM Scheme.

Now, UGVCL vide letter no. 1182 dated 13-09-2023 have submitted request for an additional allocation for solarization of Ag. connection considering unconditional acceptances received of LOI, under the scheme to file tariff petition.

In view of above, as approved by the competent Authority of GUVNL, re-allocation of quantities among all DISCOMs is as under;

DISCOM	Original Allocation (No. of Agriculture Pumps) as per letter dated 21-06-2022	Earlier Re-allocation (No. of Agriculture Pumps) as per letter dated 06-09-2023	Re-allocation (No. of Agriculture Pumps)
DGVCL	39500	17145	15417
MGVCL	32200	3453	3453
PGVCL	182500	228612	228612
UGVCL	45800	50790	52518
Total	**300000**	**300000**	**300000**

This is for further appropriate actions after observing all formalities, please.

21/9/23

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

Cfwcs to:-
1. The Director (Tech/Fin.), GUVNL, Vadodara.
2. The Managing Director, DGVCL/MGVCL/PGVCL/UGVCL

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

Atal Akshay Urja Bhavan
Lodhi Road, New Delhi 110003
Date: 15th September 2023

ORDER

Subject: Sanction of additional allocation and cancellation of existing quantities under Pradhan Mantri Kisan Urja Surakha Evan Uttaan Mahabhiyaan (PM KUSUM) for FY 2023-24

With reference to demand received from various States for different components under PM KUSUM Scheme for FY 2023-24, and based on the approval of the Screening Committee, the undersigned is directed to convey the sanction of President of India for the following additional capacities and cancelled quantities to State Implementing Agencies/Electricity Distribution Companies (DISCOM) under Component A, B, C of PM KUSUM Scheme:

A. New approval under PM KUSUM

i) Component A

Sr No	State	New Allocation (MW)
1	Himachal Pradesh	50

ii) Component B

Sr No	State	New Allocation (Nos. of Pumps)
1	Meghalaya	1500

iii) Component C (FLS)

Sr No	State	New Allocation (Nos. of Pumps)
1	Kerala	22,187
2	Maharashtra	3,00,000
3	Gujarat	1,25,000
4	Rajasthan	1,00,000

iv) Component C(IPS)

Sr No	State	New Allocation (Nos. of Pumps)
1	Uttar Pradesh	1000

B. Cancellation of quantities under PM KUSUM

i) Component B

Sr No	State	Cancelled Allocation (Nos. of Pumps)
1	Mizoram	3000

C. Re-allocation of quantities under PM KUSUM

i) Component B

Sr No	State/SIA	Previous Allocation	Revised allocation
1	Uttarakhand	3705	3685
2	DGVCL	1394	1624
3	MGVCL	142	142
4	PGVCL	327	169
5	UGVCL	137	65

2. The project commissioning timeline shall be as mentioned in the Guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan issued vide order no. 32/645/2017-SPV Division dated 22.07.2019 and amendments thereof. SIAs/Discoms shall submit progress reports and completion reports on the online portal for PM-KUSUM Scheme.

3. SIAs/ Discoms 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.

4. SIAs/ Discoms shall carry out various activities as mentioned under Section on Responsibilities of State Implementation Agency under Component-A of the Guidelines.

5. SIAs/ Discoms 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.

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

7. In terms of the Rule 230 (1) of GFR, concerned SIA/ Discom(s) 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.

8. In terms of provisions contained in Rule 236(i) of GFR 2017, the account of concerned SIA/Discom(s) 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.

9. SIAs/ Discoms 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.

10. As per Rule 234 of GFR-2017, the sanction has been entered at S. No. 01 & Page No. 6 in the Expenditure Register of this Division.

11. This issues with the approval of Competent Authority.

15/9/23

(Dr. Nikhil Gakkhar)
Scientist-C
011-20849115

To

Concerned SIAs/ Discoms/ SNAs 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

196186/e-tappal/09/2023

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GUVNL	**Gujarat Urja Vikas Nigam Limited**	Azadi Ka Amrit Mahotsav G20
	Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007	
	CIN U40109GJ2004SGC045195 — An ISO 9001:2015 Certified Company — Phone: 0265-2311797	

No : GUVNL/Tech/ Solar Cell/ PM KUSUM-C/FLS/1567 Date : 26-09-2023

By e-Sarkar & E-mail

To
The Managing Director,
PGVCL/UGVCL
Corporate Office,
Rajkot/Mehsana

Sub.:- New Allocation of Quantity under Feeder Level Solarization Component-C of PM-KUSUM Scheme.

Ref.:- MNRE's Order No.: 32/54/2018-SPV Division-Part (1) dated 15-09-2023

Respected Sir,

MNRE vide order dated 15-09-2023 has given sanction of additional allocation (New allocation) of 1,25,000 no. of pumps under Feeder Level Solarization Component-C of PM-KUSUM Scheme to the Gujarat State. Copy of which is enclosed herewith.

In above regard, DISCOM wise new allocation is as under;

DISCOM	No. of pumps
PGVCL	119000
UGVCL	6000
Total	125000

In view of above, PGVCL and UGVCL are authorized to invite the RfS to select SPG in line with the procedure followed/adopted in last tenders.

This is for further appropriate actions after observing all formalities, please.

This is issued with the approval of MD, GUVNL.

Thanking you.

Yours Faithfully,

26/9/23

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

Encl.:- As above

Cfwcs to:-
The Director (Tech/Fin.), GUVNL, Vadodara.

18588/e-tappal/04/2024

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Gujarat Urja Vikas Nigam Limited

Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007

CIN U40109GJ2004SGC045241 An ISO 9001:2015 Certified Company

Phone: 0265-2311797

No : GUVNL/Tech/ Solar Cell/ PM KUSUM-C/FLS/1695 Date : 02-04-2024

By e-Sarkar & E-mail

To
The Chief Engineer (P&P),
UGVCL,
Corporate Office,
Mehsana

Sub.:- Revision in allocation for Solarization of AG connections under Feeder Level Solarization Component-C of PM-KUSUM Scheme.

Ref.:- 1) UGVCL's letter No.-UGVCL/R&C/Solar Cell/PM KUSUM C-FLS/1235 dated 30-03-2024
2) GUVNL's letter No.- GUVNL/Tech/Solar Cell/PM KUSUM-C/FLS/1675 dated 26-09-2023

This office vide letter No. 1675 dated 26-09-2023 had conveyed the allocation of quantities to DISCOMs (PGVCL and UGVCL) for inviting RfS for Feeder Level Solarization under Component-C of PM-KUSUM Scheme.

Now, UGVCL vide letter no. 1235 dated 30-03-2024 have submitted request for an additional allocation for solarization of Ag. connection considering unconditional acceptances received of LOI, under the scheme to file tariff petition.

In view of above, as approved by the competent Authority of GUVNL, re-allocation of quantities among all DISCOMs (PGVCL and UGVCL) is as under;

DISCOM	Original Allocation (No. of Agriculture Pumps) as per letter dated 26-09-2023	Re-allocation (No. of Agriculture Pumps)
PGVCL	119000	115984
UGVCL	6000	9016
Total	125000	125000

This is for further appropriate actions after observing all formalities, please.

2/4/24

(S. S. Modi)
Chief Engineer
(SRT & PM KUSUM)

Cfwcs to:-
1. The Director (Tech), GUVNL, Vadodara.
2. The Managing Director, PGVCL/UGVCL

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

Atal Akshay Urja Bhavan
Lodhi Road, New Delhi 110003
Date: 20 December 2023

ORDER

Subject: Sanction of allocation under Pradhan Mantri Kisan Urja Surakha Evan Uttaan Mahabhiyaan (PM KUSUM) for Component C (FLS) during FY 2023-24 for the State of Gujarat

With reference to demand received from the State of Gujarat for solarization of Pumps under Feeder Level Solarization, under Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM) Scheme for FY 2023-24, the undersigned is directed to convey the sanction of President of India for installation of following quantities of standalone solar pumps to State Implementation Agencies (SIAs) under Component-C (FLS) of PM KUSUM Scheme:

S. No.	State Implementation Agency (SIA)	Sanctioned Quantity of Standalone Solar Pumps (Nos)
1	Gujarat Urja Vikas Nigam Ltd. (GUVNL)	200000

2. The project commissioning timeline shall be as mentioned in the Guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan issued vide order no. 32/645/2017-SPV Division dated 22.07.2019 and amendments thereof. SIAs/Discoms shall submit progress reports and completion reports on the online portal for PM-KUSUM Scheme.

3. SIA 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. SIAs shall follow the Scheme Guidelines for selection of beneficiary farmer and size of pump to be installed. Further, systems installed under the Scheme should meet technical specification and construction standards as specified by BIS and MNRE from time to time.

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

5. Eligible CFA and service charges would be released to SIAs as per the terms and conditions stipulated in the Scheme Guidelines and will be released based on milestones achieved. CFA will be worked out based on type and capacity of solar pumps and respective benchmark costs as amended from time to time or the tender cost, whichever is lower. 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.

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

7. 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.

8. 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.

9. SIA 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.

10. As per Rule 234 of GFR-2017, the sanction has been entered at S. No. 26 & Page No. 4 in the Expenditure Register of this Division.

11. This is issued with the approval of Competent Authority.

20/12/23

(Dr. Nikhil Gakkhar)
Scientist-C
011-20849115

To
Gujarat Urja Vikas Nigam Ltd. (GUVNL)

Copy to:

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

Gujarat Urja Vikas Nigam Limited

Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007

CIN U40109GJ2004SGC045195 | An ISO 9001:2015 Certified Company | Phone: 0265-2311797

No : GUVNL/Tech/ Solar Cell/ PM KUSUM-C/FLS / 118 Date : 23 -01-2024

By e-Sarkar & E-mail

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

Sub.:- New Allocation of Quantity under Feeder Level Solarization Component-C of PM-KUSUM Scheme.

Ref.:- 1) MNRE's Order No.: 32/54/2018-SPV Division-Part (1) dated 20-12-2023
2) e-Sarkar file no.: GUVNL/Tech/e-file/443/2023/0541/Technical (Note no 95 to 100)

Respected Sir,

MNRE vide order dated 20-12-2023 has given sanction of additional allocation (New allocation) of 2,00,000 no. of pumps under Feeder Level Solarization Component-C of PM-KUSUM Scheme to the Gujarat State. Copy of which is enclosed herewith.

In above regard, DISCOM wise new allocation is as under;

DISCOM	No. of pumps
DGVCL	5000
MGVCL	5000
PGVCL	130000
UGVCL	60000
Total	200000

In view of above, DISCOMs are authorized to invite the RfS to select SPG and take further appropriate actions after observing all formalities, please.

This is issued with the approval of MD, GUVNL.

Thanking you.

Yours Faithfully,

23/1/24

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

Encl.:- As above

Cfwcs to:-
The Director (Tech/Fin.), GUVNL, Vadodara.

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

Atal Akshay Urja Bhavan
Lodhi Road, New Delhi 110003

Date: 12th July 2023

Office Memorandum

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

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

a) Identifying the substation

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

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

b) Land Lease Rate:

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

c) Development of Online portal

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

d) Modalities for leasing

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

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

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

e) Provision of SPV

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

f) Lessee and Lessor Agreement

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

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

g) Selection of Solar Power Developers (SPD)

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

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

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

Nikhil Gakkhar 12/7/23

(Dr Nikhil Gakkhar)
Scientist C

To

All concerned

171

32/645/2017-SPV Division
Government of India
Ministry of New and Renewable Energy

Atal Akshay Urja Bhavan
Lodhi Road, New Delhi 110003

Date:11 September 2023

Office Memorandum

Subject: Extension of waiver of domestic content requirement (DCR) for solar cells under Component C of PM-KUSUM scheme

This is in continuation of OM of even number dated 01.08.2022 regarding issuance of extension of PM KUSUM Scheme, where condition of DCR for solar cells was waived off for projects awarded on or before 20.06.2023. The Ministry has received various representations regarding extension of DCR waiver for solar cells under Component C (FLS), owing to ongoing bidding process.

2. In view of the difficulties faced by the stakeholders and SIAs, it has been decided that the provision of requirement of indigenous solar cells (DCR) under Component C (FLS) of the PM KUSUM scheme has been relaxed till **31.03.2024**.

This is with the approval of Competent Authority.

Nikhil Gakkhar 11/9/23

(Dr. Nikhil Gakkhar)
Scientist 'C'
PM-KUSUM Division

To,

All concerned

172

32/645/2017-SPV Division
Government of India
Ministry of New & Renewable Energy

Atal Akshay Urja Bhawan
Lodhi Road, New Delhi
Date: 17.01.2024

Order

Subject: Comprehensive guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyaan (PM-KUSUM) Scheme

In supersession to this Ministry's Office Memorandum 32/645/2017-SPV Division dated 22.07.2019 regarding guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyaan (PM-KUSUM) Scheme and all the amendments so far under this scheme, it has been decided to issue a comprehensive guidelines for implementation of PM KUSUM Scheme, 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 14 Lakh Stand-alone Solar Agriculture Pumps;

iii. Component-C: Solarisation of 35 Lakh Grid Connected Agriculture Pumps including Feeder Level Solarization.

2. The comprehensive guidelines for implementation of PM KUSUM Scheme are enclosed.

3. This is issued with the approval of Competent Authority.

Enclosed: As above.

Nikhil Gakkhar 17/1/24
(Dr. Nikhil Gakkhar)
Scientist 'D'
011-20849115

To
All concern

Guidelines for Implementation of New Scheme for Farmers for Installation of Solar Pumps and Grid Connected Solar Power Plants

1. Background

1.1. Government of India has taken various policy measures to increase the installed power generation capacity from non-fossil fuel sources by 2030. To provide energy and water security to farmers and enhance their income, de-dieselize the farm sector, and reduce environmental pollution, the Government of India launched PM-KUSUM on 08.03.2019.

1.2. During 2020-21, the scheme was scaled-up and expanded from its pilot stage and notified with due approval of Ministry of Finance. In August 2022, the scheme was extended till March 2026.

2. Components of PM KUSUM

2.1. The PM KUSUM Scheme has the 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 by the farmers on their land

ii. Component-B: Installation of 14 Lakh Stand-alone Solar Agriculture Pumps

iii. Component-C: Solarisation of 35 Lakh Grid Connected Agriculture Pumps including Feeder Level Solarization

2.2. The PM-KUSUM Scheme allows inter-se transfer of quantities between Component-B and Component-C. All three components of the scheme aim to add Solar capacity of about 34,800 MW by March 2026 with the total Central Financial support of ₹ 34,422 crore.

3. Implementation mechanism

These consolidated guidelines subsume all the previously issued amendments from time to time.

4. Component A

4.1. Salient Features

i. This Component aims at setting up of 10,000 MW of Decentralized Ground/ Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants by farmers on their land.
ii. Solar or other Renewable Energy based Power Plants (REPP) of capacity of 500 kW to 2 MW will be setup by Renewable Power Generator (RPG).
iii. 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.
iv. The total energy purchased from these RE plants will be accounted for Renewable Purchase Obligation (RPO) under Decentralized Renewable Energy (DRE) category by the DISCOM.

4.2. Eligibility

i. The REPP under the scheme would be installed by the farmers on his own land either directly by himself or in partnership with group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/Water User associations (WUA), or through a developer.
ii. Group of farmers/ cooperatives/ panchayats/ Farmer Producer Organisations (FPO)/ Water User associations (WUA) etc. can opt for developing the REPP through developer(s). The farmer may provide his land to the DISCOM, which will then 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 is as per Annexure I. However, the terms of Land Lease Agreement may be finalised with mutual consent of concerned parties.

4.3. Notification of sub-station wise generation capacity and intent to setup REPP

i. DISCOM shall assess and notify RE generation capacity that can be injected into 33/11 kV or 66/11 kV or 110/11 kV sub-station in rural areas and place such notification on its website for information of all stakeholders.
ii. DISCOMs will notify sub-station wise surplus capacity which can be fed from such RE power plants to the Grid
iii. DISCOMs should prefix the levelized tariff.
iv. DISCOM shall invite applications from interested beneficiaries for setting up the renewable energy plants.
v. The renewable power generated will be purchased by DISCOMs at the pre-fixed levelized tariff.
vi. 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 levelized tariff will be the ceiling tariff for bidding.

vii. For setting up of plant, land will be required. To facilitate farmers willing to lease out their land for development of RE plants near the notified substation(s), DISCOMs may make a list of such farmers and place that list on their website.

viii. However, the leasing of land of any farmers will be a bi-partite agreement between the farmer and the developer, and the DISCOM will not be held responsible for failure in getting the land leased out to a developer.

4.4. Application procedure & Selection of REPP

i. DISCOM may invite applications for Expression of Interest (EOI) from prospective RPGs, through their online portal.

ii. The RPGs shall submit their application for setting up REPP to DISCOM/SIA, as per prescribed format.

iii. The application should be submitted along with a 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.

iv. 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, Letter of Award (LoA) will be awarded to all eligible applicants for procurement of renewable power at a pre-fixed levelized tariff on first come first serve basis within one month from the receipt of application

v. 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.

vi. 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. In such cases, the pre-fixed levelised tariff will be the ceiling tariff for bidders.

vii. In case of 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**. LoA will be awarded to all successful bidders.

4.5. 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 in coordination with DISCOMs. District Collectors should facilitate the clearances required for issues related to land permissions, right of way, etc.

4.6. Power Purchase Agreement (PPA)

i. A model PPA (Power Purchase Agreement) to be executed between RPG and DISCOMs is as per Annexure II.

ii. The duration of PPA will be 25 years from Commercial Operation Date (COD) of the project.

iii. The PPA will have to be executed by RPG within two months from the date of issue of LoA by DISCOM or any agency authorized by the DISCOM.

iv. The DISCOM will be obliged to buy the entire power from RPG within the contract capacity.

v. 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.

vi. However, any extension of the PPA period beyond 25 years shall be through mutual agreement between the RPG and DISCOM.

vii. As a payment security measure, DISCOM will have to maintain Escrow Arrangement as defined in the PPA.

4.7. Bank Guarantees (BG)

i. In case of bidding, the RPG shall provide Earnest Money Deposit (EMD) of Rs. 1 Lakh/MW in the form of Bank Guarantee along with EoI.

ii. The EMD of Rs. 1 Lakhs per MW will be converted into Performance Bank Guarantee (PBG) for the successful bidders, who have signed the PPA within stipulated time period.

iii. 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.

iv. 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).

v. The PBGs shall be valid for a period of 15 months from the date of issue of LoA for the REPP.

vi. The PBG will be returned to the RPG immediately after successful commissioning of REPP, after considering any penalties due to delay in commissioning as per provisions stipulated in the Guidelines.

4.8. Connectivity

i. The selected RPG will be responsible for laying of dedicated 11 or 33 kV, 66/11 kV or 110/11 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.

ii. RPG can get the transmission line constructed through DISCOM by paying the applicable cost and other charges. RPG will generally be responsible for maintaining this dedicated transmission line.

iii. In case more than one bidder 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. The RPG shall comply with grid connectivity and other regulations as applicable.

4.9. Release of Performance Based Incentive (PBI) to DISCOM

i. DISCOM will be eligible to get Performance Based Incentive (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.

ii. To avail the PBI, DISCOM shall submit following documents after completion of one year from the COD and every year thereafter till five years:

(a) Timely payment of monthly lease rent, if applicable, to the land owner of the project.

(b) Monthly units purchased from the plant and corresponding payment made to the project developer.

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

iv. The DISCOMs can, if they desire so, pass on the PBI given to DISCOMs by the Central Government under this component, to the REPP owner to get more competitive tariff of RE Power.

4.10. Timeline and Penalty

i. The selected RPG shall commission the solar power plant within 15 months from date of issuance of LoA.

ii. The DISCOM is obliged to purchase power from the commissioned REPP even in case of early commissioning.

iii. 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.

iv. 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 six 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 six months, the PPA capacity shall stand reduced / amended to the Project capacity commissioned at the end of six month from scheduled Commissioning Date.

v. In case of delays of plant commissioning due to the reasons beyond the control of the RPG, DISCOM after having 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.

4.11. Quality Control, Monitoring and Maintenance

i. In order to ensure only quality systems are installed, prevailing MNRE/BIS specifications and quality control orders applicable for solar modules, inverters, Balance of System (BOS) and other equipment shall be followed. These shall be monitored by State Implementing Agency (SIA) periodically.

ii. The SIA would be responsible for ensuring Quality Control, proper maintenance and monitoring of REPPs.

iii. SIA may assign technical consultants to assist farmers with the preparation of DPR and financial models who could also provide capacity building and guidance on the best practices of system installation and O&M.

4.12. Roles and responsibilities of stakeholders

4.12.1. Ministry of New and Renewable Energy

i. 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.

ii. The PBI will be given to the DISCOMs for a period of five years from the Commercial Operation Date of the plant. Therefore, the maximum PBI that shall be payable to DISCOMs will be Rs. 33 Lakh per MW for the entire period.

4.12.2. DISCOMs

i. The DISCOMs/SIAs shall aggregate the demand and send their proposal for sanction under the scheme along with details on their readiness to implement the Component A of the scheme, to MNRE.
ii. Implementing Agencies will ensure transparency & objectivity in allocating capacity
iii. The DISCOMs will ensure "must-run" status to the solar/ other renewable power plants installed under this scheme and will keep the feeders 'ON' during sunshine hours of a day.
iv. DISCOM shall act as facilitator to the beneficiaries in implementation of this scheme.
v. 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.

4.12.3. State Implementing Agency (SIA)

i. SIA will coordinate with State/UT, DISCOM and farmers for implementation of the scheme.
ii. SIA will assist the farmers in project development activities including formulation of DPR, PPA/EPC contracts, getting funds from financial institutions, etc.
iii. SIAs will provide the handholding support required by farmers/developers, like availing financing from banks, etc. It will also coordinate with District Authorities for ease of implementation.
iv. A State level Committee under the chairmanship of Principal Secretary (Renewable Energy/Energy) will be setup by the participating SIA of that State. The committee will be responsible for settlement of any issues arising during selection of solar/ other renewable energy-based power plants and their implementation.
v. SIA will be responsible for coordinating/organizing the quarterly meetings of the State Level Committee.
vi. SIAs shall ensure publicity of the scheme and create awareness through advertisements etc, and monitor the implementation of the scheme.
vii. The SIA will be eligible to get service charge of Rs. 0.25 Lakh per MW after commissioning of the projects.

4.12.4. Renewable Power Generator (RPG)

i. RPG will be responsible for signing PPA and installing the plant as per provisions of scheme guidelines
ii. RPG must adhere to applicable rules and regulations and make necessary compliances towards proper commissioning and operation of the plant during the PPA period.

5. Component B

5.1. Salient Features

i. This Component is for installation of standalone Solar Pumps/replacement of diesel pumps by solar pumps.
ii. Under this Component, individual farmers will be supported to install standalone Solar Agriculture pumps or replacement of existing diesel Agriculture pumps / irrigation systems in off-grid areas, where grid supply is not available.
iii. Priority would be given to small and marginal farmers and farmers using micro irrigation.
iv. Pumps of capacity higher than 7.5 HP may be allowed, but the CFA will be limited to the CFA applicable for pump of 7.5 HP.
v. For the individual farmers in the North-Eastern region (NER); Hilly region (Jammu & Kashmir, Ladakh, Uttarakhand and Himachal Pradesh) and Islands (Andaman & Nicobar, Lakshadweep), the CFA will be available for pump capacity up to 15 HP, however the CFA for pumps up to 15 HP will be restricted to 10% of total installations
vi. Maximum Solar PV capacity in kW is allowed as per the pump capacity in HP, in accordance with the MNRE specifications. For example, 3 HP pump capacity cannot have solar capacity of more than 3 kW.
vii. DISCOMs/ Agricultural Department/ Minor Irrigation Department/ any other Department designated by State Government will be the implementing agencies for this component.
viii. Agricultural Department may be prioritized as State Implementing Agency (SIA) by the State Governments given their extensive network of Agri and allied services along with embedded human resource availability.
ix. Implementing agency will get service charges as applicable under Scheme Guidelines

5.2. Pre-Commissioning Activities

5.2.1. Demand Aggregation and Allocation of Solar Pumps

i. The SIA will submit proposals to MNRE for approval.
ii. The SIA after submitting proposal to MNRE may choose to start the preparatory activities including tendering process. However, the Letter of Award/Purchase Order shall be issued after the issuance of sanction letter by MNRE.
iii. Based on the demand received from SIAs, MNRE will allocate quantity of pumps to the implementation agencies in the States after approval by a Screening Committee under the chairmanship of Secretary, MNRE.
iv. MNRE will have the discretion to modify/cancel the allocated capacity based on the pace of progress in any particular state, or as per requirements of the scheme

5.2.2. Implementation

Component B can be implemented in two modes – with State share and without State share. The Central Government will provide financial assistance of 30% (or 50% for North Eastern Region/Hilly region/Islands) of the Benchmark Cost or the Tender Cost, whichever is lower, of the stand-alone solar Agriculture pump. The State Government will provide a subsidy of atleast 30%; and the remaining up to 40% is to be provided by bank loan/farmer.

In case the State Government is not in a position to give its share of subsidy of 30% but farmers are willing to set up solar water pumping system with the Central Financial Assistance only, the farmers are permitted to do so. Central share will continue to remain 30% (or 50% for NER/Hilly region/Islands), with the remaining 70% in General category states and 50% in Hilly region/NER/Islands being borne by the farmer. The Ministry will develop a National Portal to enable beneficiaries to apply for solar pump with central subsidy only.

5.2.3. Bidding Procedure

The States will call for tender for installation of solar water pumping system through the SIAs or any other agency nominated by the State Government. These agencies will carry out tendering process as per the guidelines, standards, & specifications laid down by MNRE. Any deviation shall normally be not permissible except in specific cases with the approval of Screening Committee in MNRE. The MNRE will list out the pumps/motors/panels and other equipments of high quality and specify that only those pumps/motor/panels which are in the approved list, can be used. The following categories, subject to meeting the technical and financial requirement of the tender, are allowed to participate in the tendering:

(a) System Integrators/ Aggregators/ Any other entities fulfilling technical and financial criteria.

(b) Any manufacturer of solar PV modules or manufacturer of solar pumps or manufacturer of solar pump controllers.

(c) Joint venture of any of manufacturers mentioned at (b) above with system integrators/aggregators.

If the vendor fails to install the allocated pumps within the stipulated period, the said vendor shall be debarred for five years' period from the date of such decision of debarment. Extension may be granted for valid reasons. In all cases, the successful bidder shall provide AMC for five years from the date of installation, real time monitoring, helpline, district level service centers and comply with standards of performance in dealing with complaints/redressal mechanism. It will be mandatory to use indigenously manufactured solar modules with indigenous solar cells. 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.

5.2.4. Provision of USPC

Since pumps are generally used for 150 days in a year, the installed solar capacity can be optimally utilized by using Universal Solar Pump Controller (USPC), through which farmers can use solar power for other activities like operating chaff cutter, floor mill, cold storage, drier, etc., and increase his income. Option would be given to the farmer to opt for USPC and separate bid price for solar water pumping system with USPC will be invited and subsidy will be made available for these pumps according to benchmark price of solar pumps without USPC, even if the price discovered for solar pumps without USPC are less

than benchmark price. States/UTs may bear this additional cost to facilitate use of solar energy for other activities and increasing the income of farmers.

5.2.5. Water Saving Techniques

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. 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.
For solar pumps to be set up and used by Water User Associations (WUA)/Farmer Producer Organizations (FPO)/Primary Agriculture Credit Societies (PACS) or for cluster-based irrigation system, the CFA will be allowed for solar pump capacity of higher than 7.5 HP considering up to 7.5 HP capacity for each individual in the group (for example when a group of 5 farmers in above mentioned category installs a pump of 40 HP capacity than the CFA up to 37.5 HP will be given to the group).

5.3. Post Commissioning Activities

5.3.1. Central Financial Assistance

MNRE will release the CFA towards the installation of solar pumps under the scheme as per the Benchmark cost or tender cost, whichever is lower. MNRE will be issuing the benchmark cost for various capacities and models being implemented under the scheme, from time to time.

5.3.1.1. Eligible CFA with State share

i. CFA of 30% of the benchmark cost or tender cost, whichever is lower, of a particular category/type of the stand-alone solar Agriculture pump will be provided. The State Government will give a subsidy of at-least 30%; and the remaining 40% will be provided by the farmer.
ii. However, in North Eastern States, Sikkim, Jammu & Kashmir, Himachal Pradesh and Uttarakhand, Lakshadweep and A&N Islands, CFA of 50% of the benchmark or tender cost whichever is lower, of a particular category/type of the stand-alone solar Agriculture pump will be provided. The State Government will give a subsidy of at-least 30%; and the remaining at most 20% will be provided by the farmer.

5.3.1.2. Eligible CFA without State share

i. CFA of 30% of the benchmark cost or tender cost whichever is lower, of a particular category/type of the stand-alone solar Agriculture pump will be provided. The remaining 70% will be provided by the farmer either directly or through loan.
ii. In North Eastern States, Sikkim, Jammu & Kashmir, Himachal Pradesh and Uttarakhand, Lakshadweep and A&N Islands, CFA of 50% of the benchmark cost or tender cost

whichever is lower, of a particular category/type of the stand-alone solar Agriculture pump will be provided. The remaining 50% will be provided by the farmer.

iii. MNRE will also develop an online portal where farmer can directly register themselves and avail transfer of subsidy in their account after successful completion of installation. Subsidy in this case will be restricted to 30% of Benchmark Cost or Tender Cost, relevant to the State, whichever is lower.

5.3.2. Access to Financing

i. Bank finance may be made available for farmer's contribution, so that farmer has to initially pay only 10% of the cost and the remaining amount (other than subsidy) can come from loan.

ii. SIAs will make special efforts to organize events like *Bank Mela* at block and district levels and sensitize the banks to the need of farmers for accessibility of finance under the scheme.

5.3.3. Installation timeline and Penalties

Projects for installation of Solar Agriculture pumps systems shall be completed within 24 months from the date of sanction by MNRE. 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 up to 6 months or beyond at the level of Screening Committee in MNRE on submission of valid reasons by the implementing agency.

5.3.4. Release of funds by MNRE

i. Funds up to **30%** of the applicable CFA for the sanctioned quantity would be released **as advance** to the implementing agency after placement of letter of award(s) to the selected vendors.

ii. **Second instalment up to 60%** of the applicable CFA would be released on submission of the provisional UCs of the first release and the details of partial installation of pumps.

iii. The **last installment** of balance eligible CFA **up to 10%** 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.

iv. The implementing agencies may pass on these funds to the selected vendors in different stages on achievement of various milestones as per terms and conditions of letter of award(s).

v. 2% of the eligible CFA will be provided as service charges in totality to all the agencies involved in implementation including the designated SIA. Part of service charges (to be decided by MNRE) shall be given to the central agency for centralised tendering.

vi. MNRE may release 50% of eligible service charges for the sanctioned quantity to State Implementation Agencies after placement of LoA for preparatory activities. Additionally, MNRE will retain 33% of eligible service charges for nation-wide Information, Education and Communication (IEC) activities.

vii. The CFA in case of online portal, as per Para 5.2.2 (iv), will be released after installation of pump.

5.4. Monitoring and maintenance

i. 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.

ii. 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 or cluster of districts as decided by the SNA depending upon number of installed pumps and a helpline in local language should be made available. The helpline number shall be indicated on the pump/ controller at suitable location easily visible to the user.

iii. 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.

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

   a) The implementing agency would be responsible for monitoring include timely installation and functioning of the pumps. The progress report of its installation will be submitted to the MNRE by the SIAs every month.
   b) Funds may be released by implementing agency to the vendor on submission of bank guarantee as specified in the tender 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.
   c) The Ministry officials/ designated agency may inspect the ongoing installation or installed plants.

v. In case the installed systems are not as per standard, non-functional on account of poor quality of installation, or non-compliance of AMC, the Ministry/State Government reserves the right to debar the bidder/vendor and any of its successors up to a period of five years from the date of such decision of debarment.

5.5. Responsibilities of Implementation Agency

The Implementing Agencies will be responsible for the following activities:

(i) Carry out wide publicity of the scheme to increase awareness, identify potential beneficiaries, and coordinate with banks for easy access of finances.
(ii) Ascertain the demand for solar pumps in the state, prepare beneficiary list and submit to MNRE for allocation of demand.
(iii) Carry-out the state bids/tenders for installation and maintenance of solar pumps sanctioned by MNRE under Component-'B'.
(iv) Ensure project completion within the given timelines and compliance of MNRE guidelines, and standards.

(v) Oversee installation of solar pumps, ensure timely O&M, and report periodical progress to MNRE (this will include but is not limited to online submission of monthly and quarterly progress reports).

(vi) Inspection of installed systems and online submission of completion reports to MNRE.

(vii) Submission of utilization certifications and audited statement of expenditure through EAT/PFMS module and disbursement of MNRE CFA.

(viii) Maintenance of updated records and make them available for inspection at the call of MNRE.

(ix) Maintain real time monitoring data of the installed systems through dedicated web-portal.

(x) Ensure the effective working of the Remote Monitoring System of the installed pumps, and conduct periodical inspection of the same.

(xi) Submission of accurate, verified, and complete records in all aspects to MNRE for ensuring the timely payment of CFA.

(xii) Performance monitoring of installed system through third party.

(xiii) Ensure compliance of AMC by the vendors.

6. Component C

6.1. Salient Features

i. This Component aims at solarization of grid connected agriculture pumps including Feeder Level Solarization
ii. The objective of this component is to provide reliable day-time solar power to farmers, enhancing their income by purchasing surplus solar power and thus incentivizing them for saving water
iii. Under Individual Pump Solarization (IPS), solar PV capacity up to two times of pump capacity in kW is allowed, so that the farmer will be able to use the generated solar power to meet the irrigation needs and get additional income by selling surplus solar power to DISCOMs.
iv. Under Feeder Level Solarization (FLS), States are supported for solarization of agricutlural feeder or mixed feeders.
v. DISCOMs /GENCO/ any other Department designated by State Government will be the implementing agencies
vi. State Implementing agencies will submit proposals to MNRE for approval.
vii. In case of dark zones/black zones only existing grid connected pumps will be solarized.
viii. Implementing agency will get service charges as applicable under Scheme Guidelines.

6.2. Demand Aggregation and allocation of quantities

i. State Implementing agencies will submit proposals to MNRE for approval.
ii. Based on demand received from SIAs, MNRE will allocate quantity of pumps to the implementation agencies in the States after approval by a Screening Committee under the chairmanship of Secretary, MNRE.
iii. The SIA after submitting proposal to MNRE may choose to start the preparatory activities including tendering process. However, the Letter of Award/Purchase Order shall be issue after the issuance of sanction letter by MNRE.
iv. MNRE will have the discretion to modify/cancel the allocated capacity based on the pace of progress in any particular state, or as per requirements of the scheme

6.3. Individual Pump Solarization (IPS)

6.3.1. Options for solarisation under Component C (IPS)

Followings are the two options through which grid connected pumps can be solarized; State may choose any other option, as well.

i. **Pump to run on both Solar and Grid:** 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. Net metering may be provided in this case.
    a) Farmer would be able to import and export power to the grid at the rate specified by the SERC.

b) DISCOM may introduce different drawal and injection tariff rates so that farmers are discouraged to draw power from the grid during the peak hours. Further, Time of Day (ToD) tariff is also an alternative to efficiently manage demand and supply on the solarised feeders.

ii. **Pump to run on solar power only**: In this case the pump will only run on the solar power as in case of stand-alone solar pump and no power will be drawn from the grid for operation of pump.

a) The motor pump set will have to be replaced with AC/DC solar water pumping system as per MNRE specification for standalone solar pump and when the pump is not running the solar power can be fed into the grid through suitable grid-tied inverter.

b) The total solar PV capacity including capacity additionally allowed under the Scheme can be bifurcated into two portions, one portion of SPV capacity as per MNRE specifications required for the solar pumps of given HP, which will either run the pump or feed power to the grid when the pump is not running; and other portion of SPV capacity out of the total allowed by the State will continuously feed power to the grid during sunshine hours.

6.3.2. Selection of Feeders and load survey

i. Feeder-wise implementation is to be carried out under this component for solarisation of grid-connected agricultural pumps.

ii. Feeders may be selected on the basis of load, technical and commercial losses, number of consumers, etc. Efforts should be made to solarise all agriculture pumps in a feeder, however, SIAs may impose a minimum solarisation requirement for a feeder in terms of minimum % of pumps solarized on that feeder.

iii. GPS Survey should be carried out on eligible feeders to correct feeder coding and ensure accurate feeder loads and distribution loss calculations.

iv. Farmers may be given option to declare his actual connected load or alternatively the SIAs may carry out survey to get details on actually connected load so that solar PV panels of required capacity is provided to the participating farmers.

v. SIAs may also assess the actual requirement of pump capacity based on water requirement and water table

6.3.3. System Specifications

i. MNRE will provide updated specifications (as amended from time to time) for solar water pumping system, solar modules, MMS and other balance of system.

ii. The vendors shall provide only such pumps/panels and other equipments which are BIS certified. MNRE may also draw a list of high quality solar pumps/panels and in such a case, vendors will supply only such models which are in the approved list.

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

6.3.4. Bidding Procedure

i. There will be State tendering for solar water pumping system through the SIAs or any other agency nominated by the State Government. These agencies will carry out tendering process as per the guidelines, standards, & specifications issued by MNRE from time to time. Any deviation shall normally be not permissible except in specific cases with the approval of Screening Committee, MNRE.

ii. The vendors shall use only BIS certified equipment and systems. MNRE may also draw a list of certified models and manufacturers and in that case the equipment will be from that list.

iii. The following categories subject to meeting the technical and financial requirement of the tender are allowed to participate in the tendering:

(a) System Integrators/ Aggregators/ Any other entities fulfilling technical and financial criteria

(b) Any manufacturer of solar PV modules or manufacturer of solar pumps or manufacturer of solar pump controllers using indigenous technology.

(c) Joint venture of any of manufacturers mentioned at (b) above with system integrators/aggregators.

iv. Selected vendors shall be responsible for design, supply, installation and commissioning of solar agriculture pumps.

v. If the vendor upon empanelment fails to install the allocated pumps within the stipulated period, the said vendor shall be debarred for five years' period from the date of such decision of debarment.

vi. 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.

vii. Thorough maintenance of selected agriculture feeders is required to maintain feeder availability during sunshine hours. This includes maintenance of 33/11 kV sub-station, 33 kV, 11 kV and LT lines and distribution transformers, etc., on regular basis in a time bound manner. Proper protection system including improved earthing of equipment shall be provided considering possibility of high voltage/current due to multiple generating sources in the feeder selected for solarisation.

6.3.5. Eligible CFA under Component C (IPS)

i. 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 is also allowed, however, the CFA in such cases would be limited to the CFA applicable for pump of 7.5 HP in the respective State/UTs.

ii. The solar pumps installed by the individual farmers in the North-Eastern States; UTs of Jammu & Kashmir and Ladakh; and the state of Uttarakhand and Himachal Pradesh the CFA will be available for pump capacity up to 15 HP, however the CFA for pumps up to 15 HP will be restricted to 10% of total installations

iii. CFA up to 30% (upto 50% of NER/Hilly/Islands) of the cost of solarisation will be provided for solar PV component including solar modules, module mounting structure, controller/inverter, balance of system, installation & commissioning, five Year CMC, insurance, etc., on basis of benchmark cost or cost discovered through tender whichever is less. The States are free to provide additional CFA to reduce the beneficiary farmer contribution.

iv. There is no CFA for replacement of existing less efficient grid connected agricultural pump with energy efficient agricultural pump, however, the states are free to provide additional financial support for replacement of existing pumps with energy efficient pumps.

v. It is also permitted to implement Component C(IPS) without state subsidy. If any State Government does not provide for subsidy by the State, the farmer may choose and implement the solarization with only Central Government subsidy and his contribution and loan from the banks. The banks may provide loans of up to 70% of the cost. From such sale of excess power from the Solar PV project, the additional income should be paid to the bank towards repayment of loan in addition to the regular installment by the farmer.

vi. All the modalities and conditions for the release of CFA under Component C (IPS) will remain same as Component B, as provided in Para 5.5.

6.3.6. Monitoring and maintenance

i. 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.

ii. 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 or cluster of districts as decided by the SNA depending upon number of installed pumps and a helpline in local language should be made available. The helpline number shall be indicated on the pump/ controller at suitable location easily visible to the user.

iii. 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. The remote monitoring system may consist of smart meters, communication hardware/ IoT devices, software interface, web and mobile application and internet connection.

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

a) The implementing agency would be responsible for monitoring the installation of the solar pumps and their functioning.
b) Implementing agencies will submit monthly progress report for the sanctioned projects.
c) Funds may be released by implementing agency to the vendor on submission of bank guarantee as specified in the tender 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.
d) The Ministry officials or designated agency may inspect the ongoing installation or installed plants.

v. In case the installed systems are not as per standard, non-functional on account of poor quality of installation, or non-compliance of AMC, the Ministry and the State Government reserves the right to debar the bidder/vendor and any of its successors up to a period of five years from the date of such decision of debarment.

vi. Possibilities would be explored by States 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.

6.4. Implementation of Feeder Level Solarization

For the implementation of Feeder Level Solarization (FLS), the DISCOMs need to evaluate the agricultural load, segregate the feeder and solarize it. The States may also choose to offer virtual segregation using feeder level (Internet of Things) IoT. However, segregation would not be precondition for the solarization of mixed feeders. This component will be applicable to farmers already connected to grid. The feeder will be solarised, however, States may impose a minimum requirement of pumps on a feeder. The detailed framework for feeder level solarization will be as follows:

6.4.1. Execution Methodology

i. The SNA /DISCOM/ SIA, will be the implementing agency for feeder level solarisation in their respective areas.
ii. State Government may choose to appoint any other expert agency to help these implementing agencies for tendering and other related activities of installation of solar power plant for feeder level solarisation.
iii. Where agriculture feeders have already been separated, those feeders may be solarised under the scheme.
iv. Where the agriculture feeders are not separated, 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 feeder can be installed through CAPEX/RESCO mode, which will supply solar power to that feeder.
v. 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. There

is no cap of the capacity of solar power plant for feeder level solarisation. The DISCOMs may identify land near DSS, get ownership of land or its lease rights, provide connectivity at DSS and lay sub-transmission line between DSS and solar power plant.

vi. There could be situations where for distribution substation, the solar power plant can be installed either under Component A or under FLS of Component C. In such situations, DISCOMS while bidding for installation of solar power plants under FLS of Component C, the qualification requirement may be kept at par with the guidelines of Component A. This will allow all the eligible participants under Component A to also participate under Component C (FLS).

6.4.2. Simplified step by step procedure

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

ii. **Land for setting up the solar plant:** If there is no Government land near the substation to set up solar plant, theland may be taken on lease from the farmers. Land lease rates would be announced by the state government. Currently, some State offer lease rates which range from Rs 25,000 to Rs 50,000 per acre per year or 6% of ready reckoner rate, whichever is higher, with a yearly 3% increment of the base rate, and Rs 1/hectare/year for public land for a period of 30 years. The States may decide similar competitive provisions. The State Government will publicise these rates along with the list of substations and request farmers to offer their land on lease in the vicinity of the substations at the offered lease rent.

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

iv. **Modalities** for leasing

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

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

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

v. **Provision of SPV**: The DISCOMs may form an SPV which can implement the project along with arrangements for leasing the land etc.

vi. **Lessee and Lessor Agreement:** The Nodal Agency/DISCOM/SPV may also become the single entity to sign land lease agreements with all landowners. In such cases, the individual land owner need not interact with SPD and face uncertainty in timely lease payment. The nodal agency should sign an agreement with individual land owner and a tripartite agreement between DISCOM, Nodal Agency and Solar Power Developers may be worked out where payments are transferred to nodal agency for the purpose of lease rent. Nodal agency will inform the District Collector/District Magistrate from time to time, about the requirement of land and get in touch with the farmers to lease their land for the purpose.

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

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

6.4.3. Estimation of Plant Capacity and eligible CFA under FLS

i. For the purpose of calculating Solar Plant Capacity and eligible CFA, the following appoach would be taken:

1) The existing load of the 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 an annual CUF of 19%.

2) Average of consumption of last three years shall be considered for calculating the solar plant capacity as per calculations in Para 1) above
3) Mixed feeders can also be solarized, however, MNRE CFA will be available based on capacity required for agriculture consumption.
4) 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.
5) The solar pumps installed for feeder solarization in the North-Eastern States; UTs of Jammu & Kashmir and Ladakh; and the state of Uttarakhand and Himachal Pradesh the CFA will be available for pump capacity up to 15 HP, however the CFA for pumps up to 15 HP will be restricted to 10% of total installations
6) For calculating consumption for pumps of capacity higher than 7.5 HP or 15 HP, as the case may be, average consumption of 7.5 HP/15 HP pumps on the same feeder may be considered. This average consumption may be used in estimating consumption for all pumps of capacity higher than 7.5 HP/15 HP.
7) The state may choose to install feeder level solar power plant of capacity higher than capacity required for supplying power to agriculture feeder. However, in this case CFA will be limited for solar capacity required for supplying power to the agriculture feeder.
8) Since the projects are to be commissioned near the point of consumption, distribution losses would be reduced, therefore, losses shall not be considered in plant capacity estimation.
9) CUF shall be taken as per the solar insolation on site, however, annual CUF of minimum 19% shall be considered for calculation of plant capacity eligible for CFA. No restrictions to be made on installing DC capacity higher than total contracted AC capacity of the plant to help achieve higher CUF.
10) In case of unmetered connections, following methods may be followed for calculation of consumption:
    a. Indexation approved by the State Electricity Regulatory Commission may be followed.
    b. If both metered and unmetered connections are there on the same feeder, capacity-wise average of consumption of the metered connections may be extended to the unmetered connections. This shall be cross-checked with the feeder level meter.
    c. Consumption on feeder level meters may be used for estimation of plant capacity. However, if pumps of capacity higher than 7.5 HP/15 HP are there on such feeder, capacity may be calculated based on consumption reduced in proportion of the load if capacity is capped at 7.5 HP/15 HP and actual load on the feeder.

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 needed to meet the average consumption of the pumps connected on the feeder(s), as per calculations in Para (i) above.

6.4.4. Implementation under CAPEX mode and eligible CFA

i. FLS can be implemented in CAPEX mode. The process of tendering and signing of work agreement with EPC contractor should normally be completed by SIA within six months from the date of issuance of sanction by MNRE.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. Payment for O&M of solar plant can be linked with energy production. An undertaking to this effect will be submitted by DISCOM to MNRE.

6.4.5. Implementation under RESCO mode and eligible CFA

i. 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.

ii. The maximum timeline allowed for commissioning of solar power plant by RESCO Developer will be 12 months from date of issuance of LoA. However, the implementing agency may increase this time on case to case basis, up to the sanctioned timeline given by MNRE.

iii. 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.

iv. A suitable clause on 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.

v. 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 after taking into account the subsidy being given by Govt. of India.

vi. 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.

vii. The developer will get CFA @ 30% of the estimated cost of installation of solar power plant.

viii. 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.

ix. 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.

x. 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 CFA, to supply power to farmers of an agriculture feeder at present subsidised rates or any other rate fixed by state Government.

6.4.6. System specifications and Quality Control

i. 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.

ii. Further, the balance of system should also be manufactured indigenously. The vendor must declare the list of imported components used in the solarisation system.

iii. 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.

iv. 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.

v. 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.

6.4.7. Monitoring and maintenance

i. Selected vendors shall be responsible for all aspects of solarisation viz., design, supply, installation, and commissioning.

ii. 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.

iii. 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 authorized service center in each operational district and a helpline in local language in each operational State.

iv. State may choose to install watchdog transformer and devices to regulate power supply and monitor non-participating connections on the feeder concerned.

v. MNRE has developed a central monitoring portal which will extract data from the State portals for monitoring of the scheme and analyze data generated, which is in turn be used in scheme refinement and taking measures to attract more farmers to the scheme and induce required behavioral changes.

vi. 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.

vii. SIA may specify a minimum guaranteed generation during a year from the solar system installed for a specified period and provision of compensation in case of not achieving the same.

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

a) The implementing agency would be responsible for monitoring parameters such as end-use verification and compilation of statistical information.
b) Implementing agencies will submit monthly progress report for the sanctioned projects.
c) Funds may be released by implementing agency to the vendor on submission of bank guarantee as specified in the tender 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, up to 5 years.

ix. The Ministry officials or designated agency may inspect the ongoing installation or installed plants. In case the installed systems are not as per standard, non-functional on account of poor quality of installation, or non-compliance of AMC, the Ministry reserves the right to debar the bidder/vendor and any of its successors up to a period of five years from the date of such decision of debarment.

x. In case the system is installed by the RESCO operator does not work for 25 years, the entire plant will be seized and auctioned by the DISCOM/SIA to recover the CFA.

6.4.8. Release of funds for Component C (FLS)

i. The CFA up to 30% (upto 50% of NER/Hilly/Islands) of the cost of solarisation will be provided for the projects installed under Component C (FLS).

ii. In case of installation under CAPEX mode, the SIAs are eligible for advance upto 40% of eligible CFA after completion of tendering process and signing of work agreement with EPC contractor selected for installation of solar power plant. The balance up to 60% eligible CFA would be released at the end of commissioning of plant where plant starts supplying power to agriculture feeder(s) and on submission of PCR and other related documents, as prescribed by MNRE.

iii. Under the RESCO mode, CFA upto 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. The SIA need to submit PCR and other related documents, as prescribed by MNRE.

iv. 2% of the eligible CFA will be provided as service charges in totality to all the agencies involved in implementation including the designated SIA. Part of service charges (to be decided by MNRE) shall be given to the central agency for centralised tendering.

v. The MNRE will retain 33% of eligible service charges for national wide IEC activities. MNRE may release 50% of eligible service charges for the sanctioned quantities to SIAs after implementation of LOAs for preparatory activities.

6.5. Installation timeline and Penalties under Component C (IPS & FLS)

i. Projects for installation of solar agriculture pumps and feeder level solarization under Component C shall be completed within 24 months from the date of sanction by MNRE.

ii. Extension in project completion timelines on valid grounds, up to a maximum period of six months, will be considered at the level of Joint Secretary in MNRE. Extension beyond six months can be given by Secretary, MNRE for valid reasons.

6.6. Water saving and enhancing farmers' income

i. Component C will enable farmers to access daytime reliable solar power for irrigation. Therefore, farmers can be incentivized for saving water and enhancing their income.

ii. 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 incentivize farmers for consuming power less than benchmark consumption.

iii. 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. The DISCOM will inform the farmers about the benchmark consumption and amount incentive per unit which they can avail of, in case of lower consumption. This will be an important measure for conserving groundwater level.

iv. Some of the states have indicated that for a feeder being solarised not all farmers may be willing to install meters necessary for availing the said incentives under the scheme. Therefore, it will be the farmers choice to opt or not for this facility.

v. 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.

6.7. Responsibilities of Implementation Agency

The Implementing Agencies will be responsible for the following activities:

i. Carry out publicity of the scheme, in consultation with MNRE to increase awareness amongst potential beneficiaries.
ii. Coordinate with Banks/FIs to provide the loan facilities for the required farmer share.
iii. Prepare proposals and submit to MNRE for sanction
iv. Conduct tendering process as per MNRE guidelines
v. Issue additional instructions/ conditions such as minimum solarisation level of feeder for IPS.
vi. Issue connectivity standards/regulations, if required, and facilitate connection to the grid for FLS.
vii. Selection of feeder for solarisation and demand aggregation for solarisation of pumps under FLS.
viii. Encourage Feeder wise committee of farmers to coordinate amongst the participating members and other agencies involved in implementation of the Scheme.
ix. Selection of beneficiaries and implementation of scheme
x. Oversee installation of systems.
xi. Inspection of installed systems and online submission of completion reports to MNRE.
xii. Disbursement of MNRE CFA and submission of utilization certificates and audited statement of expenditure through EAT/PFMS module.
xiii. Online submission of monthly and quarterly progress reports.
xiv. Ensure project completion within the given timelines and compliance of MNRE Guidelines and Standards.
xv. Online and offline maintenance for records.
xvi. Real time monitoring through dedicated web-portal
xvii. Performance monitoring of installed system through third party
xviii. Ensure compliance of AMC and training of locals by the vendors.
xix. Any other activity to ensure successful implementation of the programme.

7. Installation of Innovative Standalone Solar Pumps

The scheme permits installation of innovative stand-alone solar pumps (under Component B and C) in test mode. The guidelines for installation of innovative stand-alone solar pumps are placed at Annexure III. These guidelines are applicable for all Indian innovators/ manufacturers/ service providers, who wish to install innovative stand-alone solar pumps in the country under this scheme.

8. Interpretation of the Guidelines

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

The Guidelines may be reviewed by the Ministry from time to time and necessary modifications made with approval of Minister, New & Renewable Energy.

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Glossary and Definitions

i. **Ministry (Ministry of New & Renewable Energy)**
Nodal Ministry of the Government of India for all matters relating to new and renewable energy to deploy new and renewable energy to supplement the energy requirements of the country and is reffered to as Ministy in these guidelines.

ii. **Renewable Power Generator (RPG)**
Solar or other Renewable Energy based Power Plants (REPP) of capacity up to 2 MW 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).

iii. **Renewable Energy based Power Plant (REPP)**
Renewable Energy based Power Plants to be commissioned under PM KUSUM

iv. **Renewable Power Obligation**
Under Section 86(1) (e) of the Electricity Act 2003 ("EA 2003") and the National Tariff Policy 2006, Renewable purchase obligation (RPO), is a mechanism by which the obligated entities are obliged to purchase certain percentage of electricity from Renewable Energy sources, as a percentage of the total consumption of electricity.

v. **Commercial Operation Date**

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.

vi. **Expression of Interest**
DISCOM may also invite applications for Expression of Interest(EOI) from prospective RPGs to identify the interested beneficiaries.

vii. **Power Purchase Agreement**
A electricity purchase agreement signed by the DISCOM with the qualified RPG for purchasing the electricity for a period of 25 years at the pre-determined/transparently determined Tariff.

viii. **Letter of Award**
Letter of Award (LoA) will be awarded to all eligible applicants for procurement of renewable power at a pre-fixed levelized tariff on first come first serve basis.

ix. **Earnest Money Deposit (EMD)**
In case of bidding, the RPG shall provide Earnest Money Deposit (EMD) in the form of Bank Guarantee along with EoI.

x. **Performance Bank Guarantee(PBG)**
The EMD will be converted into PBG for the successful bidders, who has signed the PPA within stipulated time period.

xi. **Universal Solar Pump Controller**
Universal Solar Pump Controller (USPC) is an electronic device through which farmer can use solar power for other activities like operating chaff cutter, floor mill, cold storage, drier, etc., and increase his income.

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

Atal Akshay Urja Bhawan
Lodhi Road, New Delhi 110003
Dated: 29 Jan 2024

ORDER

Subject: Clarification regarding Component C (FLS) of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM)

In continuation of this Ministry's Office Memorandum of even number dated 17.01.2024 regarding comprehensive guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyaan (PM-KUSUM) Scheme, the Ministry has received few clarifications regarding Component C (FLS) of the Scheme.

2. In this regard, it is to confirm 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**.

3. Some states have inquired about the eligible CFA under Component C(FLS). It is to be clarified that the prevailing CFA under this component, i.e. Rs 1.05 Cr/MW for General States and Rs 1.75 Cr/MW for NER/Hilly Region and Islands would be valid till any update is announced by MNRE. SIA's are requested to expediate the implementation of Scheme in the state and report progress.

This is with the approval of Competent Authority.

Nikhil Gakkhar 29/1/24

(Dr. Nikhil Gakkhar)
Scientist D
011-20849115

To,

All Concern

200

32/645/2017-SPV Division
Government of India
Ministry of New and Renewable Energy

Atal Akshay Urja Bhavan
Lodhi Road, New Delhi 110003

Date: 14th February 2024

Office Memorandum

Subject: Clarification regarding new Comprehensive guidelines of PM KUSUM -reg.

In continuation of this Ministry's Office Memorandum of even number dated 17.01.2024 regarding comprehensive guidelines for implementation of PM-KUSUM Scheme, and Ministry's OM dated 29.01.2024, it clarified that prevailing CFA under this component would be valid till any update is announced by MNRE.

2. In view of the representation received from SIAs it is again clarified that

a) CFA of Rs 1.05 Cr/MW would be valid for all those LoAs, till any further update is announced by MNRE.

b) The DCR exemption would be valid for all those **Letter of Awards** which have been issued on or before 31.03.2024.

3. All the SIA's are requested to make a note of the above clarification and are requested to expediate the implementation of PM KUSUM Scheme. Further the progress made under each of the PM KUSUM scheme components shall be submitted, duly signed, to this Ministry on a monthly basis (Formats enclosed)

This is with the approval of Competent Authority.

Nikhil Gakkhar 14/2/24

(Dr. Nikhil Gakkhar)
Scientist D
011-20849115

To

All the concerned SIAs

201

32/54/2018-SPV Division-Part (2)
Government of India
Ministry of New and Renewable Energy
Atal Akshay Urja Bhawan
Lodhi Road, New Delhi 110003
Dated: 1st March 2024

Office Memorandum

Subject: Amendment in the Scheme guidelines under the Component C (FLS) of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM)

In continuation of this Ministry's Office Memorandum of even number dated 17.01.2024 where comprehensive guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyaan (PM-KUSUM) Scheme were issued, the Ministry has received requests from SIAs regarding enhancing the maximum timeline allowed for commissioning of solar power plant under Component C (FLS) of the Scheme.

2. In this regard, it has been decided to amend the scheme guidelines under the Component C (FLS) of PM KUSUM as follows:

a) The maximum timeline allowed for commissioning of solar power plant under Component C (FLS) has been increased to 18 months from date of issuance of LOA. However, the overall sanction timeline would be as per Clause 6.5(i) of scheme guidelines issued on 17.1.2024.

b) For the implementation under both RESCO and CAPEX mode, the CFA will be released in three instalments as follows:

i. First release of 30% of the eligible CFA shall be released on completion of 30% of the total work.
ii. Second release of 30% of the eligible CFA shall be released on completion of 75% of the total work; and
iii. Final release of 40% of the eligible CFA shall be released on the successful completion of the project.

The detailed milestones to be considered as eligible for release of CFA would be notified by this Ministry separately.

c) Final instalment of 40% as per Para 2b(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.

This order is issued with the approval of Hon'ble Minister NRE.

Nikhil Gakkhar 1/3/24

(Dr. Nikhil Gakkhar)
Scientist D

To,
All SIAs

Copy to:

- PS to Hon'ble Minister, MNRE
- PPS to Secretary, MNRE
- IFD, MNRE

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32/54/2018-SPV Division-Part (2)
Government of India
Ministry of New and Renewable Energy

Atal Akshay Urja Bhawan
Lodhi Road, New Delhi 110003
Dated: 5 April 2024

Office Memorandum

Subject: Detailed Milestones for release of CFA under Component C (FLS) of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM) - reg

In continuation of this Ministry's Office Memorandum of even number dated 01.03.2024, vide which it was permitted to release CFA under three instalments to CAPEX and RESCO mode of installations, it was also informed that detailed milestones for release of CFA would be notified separately.

2. The milestones for the purpose of release of the CFA will be as follows:

Release	Milestone achieved	Activities to be completed by the project Developer	Release mechanism
30% of CFA as first instalment	30% of work	i) Letter of Award and signing of PPA by Project 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.	The 30% CFA would be released 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	75% of work	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	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 as final instalment	100% of work	a) Instalment of 25% shall be released through DISCOM on completion of the plant commissioning b) 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.	The final 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.

3. The admissible service charges of the DISCOM shall be released to DISCOM during final instalment.

This order is issued with the approval of Competent Authority

Nikhil Gakkhar 5/4/24

(Dr. Nikhil Gakkhar)
Scientist 'D'

To
All SIAs of Component C (FLS)

Copy to

- PA to Hon'ble Minster, NRE
- PPS to Secretary
- PS to JS (Solar)
- Concerned File

214569/e-tappal/08/2024

Gujarat Urja Vikas Nigam Limited

Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007

GUVNL

CIN U40109GJ2004SGC045195 | An ISO 9001:2015 Certified Company | Phone: 0265 2311797

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No : GUVNL/Tech/ Solar Cell/PM-KUSUM-C/FLS/ 1088 Date : 22-08-2024

By e-Sarkar & E-mail

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

Sub.: Extension for installation of Solarization of Agricultural Feeders Pump under Component-C (FLS) of PM-KUSUM scheme.

Ref.:- MNRE's OM No. F.No.:32/54/2018-SPV Division dated 21-08-2024

Respected Sir,

With reference to the above, please find enclosed herewith the Office Memorandum vide no. F.No.:32/54/2018-SPV Division dated 21-08-2024, issued by the MNRE, GoI, regarding extension of validity of sanction for (i) solarization of 39332 Nos. of existing agriculture pumps vide Sanction No. F.No.32/54/2018-SPV Division dated 18-05-2022 and (ii) solarization of 260668 Nos. of existing agriculture pumps vide Sanction No. F.No.32/54/2018-SPV Division dated 05-08-2022, up to 31-12-2025 under Component-C Feeder Level Solarization of PM KUSUM Scheme.

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

Thanking you.

Yours faithfully,

22/8/24

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

Encl.:- As Above

CFWCs to:-

- The Managing Director, GUVNL, Vadodara.
- The Director (Fin.), GUVNL, Vadodara

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

Block no. 14, CGO Complex,
Lodi Road, New Delhi -110003
Date: 21 August 2024

Office Memorandum

Subject: **Extension for installation of Solarization of Agricultural Feeders Pump under Component-C (FLS) of PM-KUSUM Scheme.**

With respect to the cited subject, this is to inform you that the Ministry has sanctioned a total of 3,00,000 solar pumps under Component-C (FLS) of PM-KUSUM to the state of Gujarat during FY 2022-23. Vide letter dated 27.06.2024, the SIA has requested the extension of project awarded their four DISCOMs.

2. In view of the status of ongoing work, the Competent Authority has approved the extension of the sanctioned project to Gujarat as given below:

State	Implementing Agency	Sanction no. & date	Allocated number of pumps	Extension awarded
Gujarat	GUVNL	32/54/2018-SPV Division dated 18.05.2022	39332	31.12.2025
		32/54/2018-SPV Division dated 05.08.2022	260668	31.12.2025

3. The SIA is requested to make a note of the above and are requested to expedite the implementation of PM KUSUM Scheme. The extension of the projects is subject to milestone-based progress, as per Scheme guidelines, and non-satisfactory progress may lead to cancellation of the allocation.

4. The SIA is requested to provide the details of allocation given to State DISCOMs for reconciliation, if any.

This is issued with the approval from the Competent Authority.

21/8/24
(Dr. Nikhil Gakkhar)
Scientist-D

To,
Gujarat Urja Vikas Nigam Limited,
Sardar Patel Vidyut Bhavan,
Race Course,
Vadodara 390 007

150858/e-tappal/04/2024

Gujarat Urja Vikas Nigam Limited

Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007

CIN U40109GJ2004SGC045195 | An ISO 9001:2015 Certified Company | Phone: 0265-2311797

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Azadi Ka Amrit Mahotsav

No : GUVNL/Tech/ Solar Cell/PM-KUSUM-C/FLS/ 557 Date : 22-04-2024

By e-Sarkar & E-mail

To,
The Chief Engineer (Project)
Paschim Gujarat Vij Co. Ltd.
Corporate Office,
Rajkot.

Sub:- **Ratification of Draft Amendment-5 in TN-10 tender under the Component-C Feeder Level Solarization of PM-KUSUM Scheme.**

Ref:- (1) PGVCL's e-mail dated 12-04-2024
(2) e-Sarkar file No. : GUVNL/Tech/e-file/443/2023/0541/Technical
(Note no. 108 to119 Business Committee approval)

With reference to PGVCL's e-mail dated 12-04-2024 regarding to ratify the changes incorporated in Draft Amendment-5 in TN-10 tender, it is to inform that the Competent Authority of GUVNL has ratified the same, subject to following conditions;

(i) The following paragraph is added in the Sr. no. 1 to 6, mentioned in Amendment-5 *"However, if the available period between the date of LoA and 19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side."*

(ii) The new proposed clause J.7 regarding Debarment from participation along with undertaking in this regard as mentioned in Amendment-5 is to be removed.

This is for information and to further convey the same to other DISCOMs from your end for uniform implementation under intimation to this office, please.

22/4/24

(S S Modi)
Chief Engineer
(SRT & PM KUSUM)

CFWCs to:-

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

144814/e-tappal/10/2024

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GUVNL	Gujarat Urja Vikas Nigam Limited	
	Sardar Patel Vidyut Bhavan, Race Course, Vadodara: 390 007	Azadi Ka Amrit Mahotsav
	CIN U40109GJ2004SGC045195	An ISO 9001:2015 Certified Company Phone: 0265-2311797, Fax No. 0265-2327483

No : GUVNL/Tech/ PM-KUSUM-C/FLS/ 1326 Date : 15 -10-2024

By e-Sarkar & E-mail

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

Sub.:- New Allocation of Quantity under Feeder Level Solarization Component-C of PM-KUSUM Scheme.

Ref.:- 1) MNRE's Order No.: 32/54/2018-SPV Division dated 20-08-2024
2) e-Sarkar file no.: GUVNL/Tech/e-file/443/2023/0541/Technical (Note no. 127 to 141)

Respected Sir,

MNRE vide order dated 20-08-2024 has given sanction of fresh allocation (New allocation) of 1,00,000 no. of pumps under Feeder Level Solarization Component-C of PM-KUSUM Scheme to the Gujarat State. Copy of which is enclosed herewith.

In above regard, DISCOM wise tentative allocation is as under;

DISCOM	No. of pumps
DGVCL	20000
MGVCL	40000
PGVCL	40000
Total	100000

In view of above, as approved by the Authority, DISCOMs are authorized to invite the RfS to select SPG for the above allotted total quantity of fresh sanction in line with the procedure followed/adopted in last tenders, considering the quantity to be finalized or already finalized in last invited tenders by respective DISCOMs and take further appropriate actions after observing all formalities, please.

DISCOM-wise sanction-wise allocation for total 7,25,000 pump sets (including above fresh allocation of 1,00,000) is summarized as under for ready reference;

DISCOM	Sanctioned wise allocation					Total allocation
	2nd sanction dated 18-05-2022 : 39332 Nos.	3rd sanction dated 05-08-2022: 260668 Nos.	4th sanction dated 15-09-2023: 125000 Nos.	5th sanction dated 20-12-2023: 200000 Nos.	6th sanction dated 20-08-2024: 100000 Nos.	
1	2	3	4	5	6	7=(2+3+4+5+6)
DGVCL	2021	13396	0	5000	20000	40417
MGVCL	453	3000	0	5000	40000	48453
PGVCL	29973	198639	115984	130000	40000	514596
UGVCL	6885	45633	9016	60000	0	121534
Total	39332	260668	125000	200000	100000	725000

This is for information and needful after observing all the formalities, please.

Thanking you.

Yours Faithfully,

15/10/24

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

Encl.:- As above

Cfwcs to:-
The Director (Fin.), GUVNL, Vadodara.

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32/54/2018-SPV Division
Government of India
Ministry of New and Renewable Energy

Atal Akshay Urja Bhavan
Lodhi Road, New Delhi 110003
Date: 20 August 2024

ORDER

Subject: Sanction of additional allocation and cancellation of existing quantities under Pradhan Mantri Kisan Urja Suraksha Evan Uthaan Mahabhiyaan (PM KUSUM)

With reference to additional demand / slow progress of states / quantities offer to surrender under different components of PM KUSUM Scheme and based on the approval of the Screening Committee the following capacities are Allocated/ Withdrawn / Surrender with respect to issued sanctions to State Implementing Agencies/Electricity Distribution Companies (DISCOM) under different Components of PM KUSUM Scheme:

i) Component A

S. No.	State	Sanction No	Sanctioned (MW)	Surrendered (Nos.)	Revised Allocation (MW)
1	Arunachal Pradesh (APEDA)	32/54/2018-SPV Division dated 23.01.2023	2	2	NIL

ii) Component B (Revised sanction)

S. No.	SIA & sanction	Sanctioned	Surrendered (Nos.)	Revised Allocation (Nos.)
1.	DNRE, Haryana (sanction dated 23.01.2023)	55000	55000	NIL
2.	KREDL, Karnataka (sanction dated 13.01.2021 and amended dated 25.01.2024)	1900	854	1046
3.	ANERT, Kerala (sanction dated 13.01.2021)	100	92	8
4.	IWRD, Mizoram (sanction dated 01.01.2024)	1000	1000	NIL
5.	OREDA, Odisha (sanction dated 13.01.2021)	5000	1800	3200
6.	TSRECO, Telangana (sanction dated 30.08.2022)	400	400	NIL
7.	DOA, Uttar Pradesh (sanction dated 23.01.2023)	30000	9000	21000

iii) Component B (Fresh allocation)

S. No.	State	Approved Allocation (Nos)
1.	Karnataka (KREDL)	15000
2.	Maharashtra (MEDA)	50000
3.	Maharashtra (MSEDCL)	50000

iv) Component C(IPS) (Fresh sanction)

S. No.	State	Approved Allocation (Nos)
1	Uttar Pradesh (UPNEDA)	10000

v) Component C(FLS) (Revised sanction)

S. No.	State	Sanction No	Sanctioned (Nos)	Surrendered (Nos.)	Revised Allocation (Nos.)
1	Haryana (DHBVN)	32/54/2018-SPV Division dated 21.06.2021	32459	19560	12899

iv) Component C (FLS) (Fresh allocation)

Sr No.	State	Approved Allocation (Nos.)
1	Gujarat*	100000
2	Karnataka*	179588
3	Madhya Pradesh (MPUVN)	150000
4	Rajasthan*	100000

*State needs to provide the DISCOM-wise bifurcation, if any.

2. The project commissioning timeline shall be as mentioned in the Guidelines for implementation of Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan issued vide order no. 32/645/2017-SPV Division dated 17.01.2024 and amendments thereof. SIAs/Discoms shall submit progress reports and completion reports on the online portal/emails for PM-KUSUM Scheme.

3. SIAs/ Discoms 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 17.01.2024 and amendments thereof.

4. SIAs/ Discoms shall follow updated specifications and testing procedures for the solar photovoltaic water pumping system and universal solar pump controller laid down by MNRE and amended from time to time.

5. SIAs/ Discoms shall carry out various activities as mentioned under Section on Responsibilities of State Implementation Agency under PM KUSUM Scheme.

6. SIAs/ Discoms 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.

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

8. In terms of the Rule 230 (1) of GFR, concerned SIA/ Discom(s) 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.

9. In terms of provisions contained in Rule 236(i) of GFR 2017, the account of concerned SIA/Discom(s) 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.

10. SIAs/ Discoms 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.

11. As per Rule 234 of GFR-2017, the sanction has been entered at S. No. **20** & Page No. **5** in the Expenditure Register of this Division.

12. This issues with the approval of Competent Authority.

20/8/24

(Dr. Nikhil Gakkhar)
Scientist-D
011-20849115

To

Concerned SIAs/ DISCOM / SNAs of PM-KUSUM Scheme

Copy to:

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

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F. No. 283/43/2024-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.
Date: 11th November, 2024

OFFICE MEMORANDUM

Sub: Mandatory filling of past data (01.01.2024 onwards) on DCR Verification portal and non-acceptance of solar modules not verifiable through DCR portal, in MNRE's Scheme mandating Domestic Content Requirement (DCR)

1. MNRE, vide its O.M. of even no. dated 07.08.2024 had amended the ALMM Order and inter-alia, included a new provision pertaining to DCR Verification Portal, which stated as follows:

> *1.8 A portal is being operated by National Institute of Solar Energy (NISE) to ensure traceability of domestically manufactured solar PV cells and modules and helping in verification of Domestic Content Requirement (DCR) in solar PV modules deployed in the country and the link for said portal is as follows: https://solardcrportal.nise.res.in/*
>
> *All the existing ALMM enlisted manufacturers shall register their solar PV manufacturing facilities on the said portal and start feeding the data in respect of solar PV modules and solar PV cells being manufactured by them, on the said portal, within one month from the date of issuance of this O.M., as in future, the aforesaid portal shall be the exclusive mechanism for verification of Domestic Content Requirement (DCR) and in case any solar PV module which has been claimed by the manufacturer to be DCR compliant, fails in DCR verification through this portal, the concerned manufacturer may have to face actions as listed in MNRE's O.M. No. 283/5/2018-GRID SOLAR dated 16.10.2023*
>
> *Further, all future applications for enlistment / renewal / addition of models / provisional enlistment in ALMM, shall be accompanied by a certificate on Letter Head of the Solar PV Manufacturer, certifying that data in respect of solar PV modules and solar PV cells manufactured by the manufacturing facilities for which*

the application is being made, has been filled in the aforesaid portal, failing which, the ALMM application will be rejected.

2. In order to ensure that the provisions of Domestic Content Requirement (DCR) as provided for in MNRE's Schemes, namely, CPSU Scheme Phase-II, PM Suryaghar: Muft Bijli Yojana and PM-KUSUM, are followed in letter and spirit, the following is hereby conveyed:

a) All concerned stakeholders to mandatorily fill all past data (from 1st January 2024 onwards) in respect of Domestic Content Requirement (DCR) compliant solar PV modules, on the DCR Verification portal operated by National Institute of Solar Energy, at the link: https://solardcrportal.nise.res.in

b) From 1st December 2024 onwards, any solar PV module, whose DCR credentials cannot be verified through the aforesaid DCR verification portal, shall not be accepted under MNRE's CPSU Scheme Phase-II, PM Suryaghar: Muft Bijli Yojana and PM-KUSUM.

3. This issues with the approval of Secretary, MNRE.

(Sanjay G. Karndhar)
Scientist-E
Tel: 011-20849047
Email: karndhar.sg@nic.in

To: All concerned

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

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DAKSHIN GUJARAT VIJ COMPANY LTD.
CIN: U40102GJ2003SGC042909
Regd. & Corporate Office : " Urja Sadan ",
Nana Varachha Road, Kapodra Char Rasta , Surat-395006.
Website: www.dgvcl.com Email : dgvcl@gebmail.com

To
Chief Engineer (Tech),
GUVNL,
Vidyut Bhavan, Race course,
Vadodara.

Sub:- Re-Allocation of Quantity under Feeder Level Solarization Component-C of PM-KUSUM Scheme.

Ref.:- (1) GUVNL/Tech/Solar Cell/PM KUSUM-C/FLS/118 dated 23-01-2024
(2) GUVNL/Tech/PM-KUSUM-C/FLS/1326 dated 15-10-2024
(3) DGVCL Tender no. DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03 DT: 01.03.2024

Respected sir,

Earlier Vide ref. (1) GUVNL had allotted 5000 nos. of pumps to DGVCL as per MNRE's 5th sanction dated 20-12-2023 & directed to invite Rfs to select SPG for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66/11KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode. Accordingly, new tender had been invited by DGVCL vide ref. (3) on dt.01.03.2024 having 159nos. of solar plants, 514 nos. Ag feeders, 315 MW notified solar plant capacity & 161727nos.

Ag pumps against the 5000nos. of allocated quantity. For this tender to receive sufficient/successive number of participation from bidders 6 no. of times the last date for submission of tender had been extended & on receipt of 116 nos. of bids with 31 bidders, on dt.24.06.2024 preliminary bid opened and on dt.17-08-2024 the price bid had been opened. After opening of price bid total 67 nos. of solar plants having 89609 nos. of ag pumps and 201.5 MW solar plant capacity with 115nos. of Bids of 30 bidders were qualified.

On dated 21-08-2024 email received from GUVNL to submit additional demand for Solarization of Existing agriculture pumps under component-C (FLS) of PM KUSUM Scheme. In this regard, as directed by the competent authority email had been sent to GUVNL on dated 06.09.2024 for the additional demand of 20,000 ag pumps for which new allocation of quantity received from GUVNL vide ref.(2) of 20000 no. of ag pumps.

For the aforesaid PM KUSUM Component-C feeder level Solarization tender as per the resolution passed at 144th DGVCL Board meeting held on dt.27.09.2024 LoI (Letter of Intent) issued to eligible bidders & accordingly acceptance of LoI received for total 73005 nos. of ag pumps having 57 no. of solar plants with 160 MW solar plant capacity.

In view of this, as per earlier allocation of 25,000 no. of ag pumps vide ref.(1) & (2) we required additional 48005 no. of ag pumps to accommodate/fulfil 73005 no. of ag pumps quantity as per LoI accepted by bidders for the aforesaid tender.

This is for information & further action please.

Thanking you.

(B.K.Patel)
Addl. Chief Engineer (C&R)

Copy Fwcs to:
1. P.S TO M.D DGVCL, Corporate office, Surat.

Signature valid
Signed by:Mr. BIPINCHANDRA KUVARJI PATEL
Additional Chief Engineer
Date: 2024.11.21 18:28:12 +05:30

File No: DGCS/CNR/e-file/454/2024/16116/Commerece and Regulator
Approved By: Additional Chief Engineer,Commerece and Regulatory,D

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

2. C.E (O&M) DGVCL, Corporate office, Surat.

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Signature valid
Signed by:Mr. BIPINCHANDRA KUVARJI PATEL
Additional Chief Engineer
Date: 2024.11.21 18:28:12 +05:30

File No: DGCS/CNR/e-file/454/2024/16116/Commerece and Regulator
Approved By: Additional Chief Engineer,Commerece and Regulatory,D

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सत्यमेव जयते

अजय यादव, भा.प्र.से.
AJAY YADAV, IAS

ITUWTSA
NEW DELHI 2024

संयुक्त सचिव
भारत सरकार
नवीन और नवीकरणीय ऊर्जा मंत्रालय
JOINT SECRETARY
GOVERNMENT OF INDIA
MINISTRY OF NEW AND RENEWABLE ENERGY

D.O. No. 32/10/2021 SPV Division

Dated: 25th October 2024

Dear Sir/Madam,

The Ministry of New and Renewable Energy is implementing the PM-KUSUM scheme with the twin aim of solarizing agriculture and enhancing farmers' incomes. Your kind attention is invited to Component C of the PM KUSUM scheme, which also deals with Feeder-Level Solarization (FLS). The scheme provides support for the solarization of agricultural feeders, which ensures daytime electricity for farmers and reduces the state subsidy burden.

2. The scheme guidelines permit an overall timeline of 24 months for the completion of the project from the date of sanction, wherein, 18 months are provided from the date of LOA within the overall timeline. The scheme sunset date is 31 March 2026. During the last review meeting held on 09.10.2024, it has been observed that the activities under Component C (FLS) of the PM KUSUM Scheme need to be expedited. All PPAs under the allocated sanctions should be signed by 31st December 2024. This would allow the projects to be finished within the timeframe. The SIAs should also intensify the installation work of existing projects, where PPAs have already been signed.

3. In case, where the tenders have not been finalised so far, the same may be communicated to the Ministry by 30th November 2024 so that the unutilized quantity can be allocated to those states where installations are going on.

5. Considering the approaching deadline for PM KUSUM scheme, I request your kind intervention in expediting the implementation of the Scheme and ensuring that the objectives are achieved within the given time frame.

Yours Sincerely,

(Ajay Yadav, IAS)

To
All CEO/MD/Directors
State Implementing Agency/DICOM/SNA under Component C of PM KUSUM

Copy to

- Principal Secretary (Energy/Agriculture) of the states
- PSO to Secretary, MNRE

Atal Akshay Urja Bhawan, Opp. CGO Complex, Lodhi Road, New Delhi-110003
Tel.: 91-11-20849098, 20849063 • E-mail : yad.ajay@ias.gov.in • Website : www.mnre.gov.in

Daily	Page No.	Date	Edition
Sandesh	10	05.03.2024	All Gujarat editions
The Indian Express	06		All India editions
Financial Express	17		

Dakshin Gujarat Vij Company Limited
DGVCL
CIN U40102GJ2003SGC042909
Regd. & Corp. Office : 'Urja Sadan',
N. V. Road, Kapodara Char Rasta,
Surat 395 006 GUJARAT | Toll Free No.: 19123 (or 1800 233 3003)

Tender Notice

Tender details are available on www.dgvcl.com (for view and download tender documents) and https://tender.nprocure.com (for view, download and online tender submission).

Sr. No.	Tender No.
1	No. DGVCL/C&R/DSM/PM KUSUM C FLS/TN-03/ DT 01.03.2024 "Publishing Tender of Request for Selection of SPG through 'On-line' mode for purchase of power from solar power Procurements through competitive bidding process (followed by reverse e-auction) for Solarization of 11kv Agricultural feeders emanating from selected 66/11kv Sub-stations in the supply area of DGVCL under Component-C of PM-KUSUM Scheme for Feeder level Solarization through RESCO Mode"

Note: Bidders may visit the above website/s for regular updates till opening of the tenders. **ACE (C&R), DGVCL, Surat**

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DAKSHIN GUJARAT VIJ COMPANY LIMITED

REQUEST FOR SELECTION (RfS) OF SPG
FOR

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

FOR

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

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

Issued by:

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

Disclaimer:

1. Though adequate care has been taken while preparing this RfS document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RfS/ Issue of the RfS documents, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.
2. Dakshin Gujarat Vij Company Limited (DGVCL) reserves the right to modify, amend or supplement this RfS document and the draft PPA including selection process and evaluation criteria, if deemed necessary by it or the same is required under Law. Such change shall be posted on Bidding Portal.
3. While this RfS has been prepared in good faith, neither DGVCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS, even if any loss or damage is caused by any act or omission on their part.
4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.
6. DGVCL reserves the right to annul the bid process and/or reject any or all of the Bids submitted in response to this RfS document at any stage without assigning any reasons whatsoever. In such cases DGVCL will refund the EMD, if any, and cannot be subjected to any liability whatsoever due to such rejection/cancelation.
7. This RfS is invited from SPG under Component –C of MNRE, Government of India's PM-KUSUM Scheme for Solarization Agricultural feeders of selected 66/11 KV Sub-station and the availability of CFA is subject fulfillment of terms & conditions of the scheme, disbursement of CFA by MNRE to the State of Gujarat and MNRE's evaluation of data for various projects under this Tender. DGVCL and GUVNL shall not be responsible for non-receipt / part receipt of CFA or delay in disbursement of CFA to any project of any feeder, if reasons for such non-receipt / part receipt or delay in disbursement of CFA are attributable to the SPG entity. In such a case, DGVCL /GUVNL shall not be liable to pay /compensate any difference of CFA on account of less amount of CFA received from MNRE.

Notice Inviting RfS

No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03 DT:

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

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

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

RfS bid offer is required to be submitted by ***online mode only in electronic form on website https://dgvcl.nprocure.com*** (i.e. under preliminary, technical and price offer stage of online). **The copy of necessary documents as specifically mentioned in RfS is/are required to be submitted in physical form also at following address, within 5 days from the date of submission through online mode, to:-**

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

RfS Schedule: -

1	NIT /RfS No.	DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03
2	NIT Issue Date	01-03-2024
3	Bidding portal	https://dgvcl.nprocure.com
4	Document description	RfS Document for purchase of power through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL. Which involves Design, Survey, Supply, installation, testing , commissioning ,Operation &maintenance for 25 years from Commercial Operation date (COD) of grid connected substation level Solar power plant , erection and maintenance of its associated 11 KV Line to evacuate power to the substation with Remote Monitoring System (RMS) as per the PM-KUSUM Scheme Component-C-Feeder Level Solarization through RESCO model.
5	Tender/Rfs Document fee	Rs. 15000+ Rs. 2700/- (GST @18%)= Rs. 17700/- (Seventeen Thousand Seven hundred only) Payment of Tender fee can be accepted by RTGS/NEFT/Online only
6	EMD	For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS/NEFT/Online only For the EMD amount above Rs. 3 Lakh, EMD amount shall be paid by RTGS/NEFT/Online/Demand draft/Banker's cheque/pay order/Bank Guarantee In case of payment through DD/Banker's Cheque/Pay Order /Bank Guarantee, the scanned copy of original documents shall have to be uploaded with the bid on-line **and original copy of the same will have to be submitted, at the office of the The Addl.Chief Engineer (C&R), DGVCL Surat, within 5 days from the scheduled date of on-line bid opening. (Tender Fee EMD stage).** Separate EMD shall require to be paid for each bid, in case the bidder participate in multiple bid.
7	Pre-bid meeting	**Date and timing: 18.03.2024 at 15:00 Hrs** **Venue: Conference Hall,6th floor,** **DGVCL, Corporate Office, Kapodra Char Rasta,NanaVarachha Road, SURAT.** (The Agency who wants to attend the pre-bid meeting is requested to intimate us at least one day in advance prior to pre-offer meeting by e-mail only on following e-mail IDs

		sedsm.dgvcl@gebmail.com acegerc.dgvcl@gebmail.com
8	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	Date: 26.03.2024, Time:-18:00 Hrs
9	Date of opening of Tender Fee, EMD on-line	Date: 27.03.2024, Time:-11:00 Hrs
10	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days from the scheduled date of on-line bid opening of Tender Fee & EMD stage. (On working days, During office hours)
11	Date of opening of Technical offer on-line (If possible)	Date: 03-04-2024, Time:-11:00 Hrs
12	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (If possible)	Date: 08.04.2024, Time:-11:00 Hrs
13	Reverse e-auction	Date of Reverse e-auction will be displayed on e-reverse bidding portal and it will be conveyed through e-mail to the eligible bidders. . The bidders shall require to create e auction user id on https://e-auction.nprocure.com/ The bidder shall require to mention their e-auction user id in the on-line submission of technical bid. **This is mandatory.**
Note: Bidders shall ensure that they have verified the scanned copies of the documents uploaded by them and documents shall open properly without any error. It shall be sole responsibility of the bidder that the uploaded documents (in PDF form) remain legible and should not be password protected.		

DGVCL GSTIN No: 24AABCD8912C1Z3

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

Care to be taken for submission of bid:

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

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

[B] The documents mentioned in RfS Document are required ***to be uploaded in technical stage***

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

[C] Bidders **are requested to submit price – offer (financial bid) through on-line mode (e-RfS electronic form) only and not to submit the price offer in physical form. This is mandatory. If price offer is submitted in physical form, the bid/RfS offer will be summarily rejected.**

[D] It is mandatory for all the bidders to confirm and agree all the terms and condition of bid including the condition to submit the bid only through on-line mode, the RfS documents, draft Power Purchase Agreement and RMS Communication and Security Architecture- PM KUSUM SEDM Platform attached herewith as a part of the whole tender. By confirming this, bidder will also confirm all the amendments thereafter issued time to time and will be automatically binding to the bidder.

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

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

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

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

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

For and on behalf of DGVCL

Addl.Chief Engineer (C&R)

LIST OF ABBREVIATIONS

1.	+	Plus (Addition)
2.	AC	Alternating Current
3.	CEA	Central Electricity Authority
4.	CEIG	Chief Electrical Inspector of Gujarat
5.	CERC	Central Electricity Regulatory Commission
6.	COD	Commercial Operation Date
7.	DC	Direct Current
8.	DCR certificate	Domestic Content Requirement certificate
9.	DTR	Distribution Transformer
10.	HP	Horse Power
11.	IEC	International Electro technical Commission
12.	IoT	Internet of Things
13.	IS	Indian Standard
14.	IST	Indian Standard Time
15.	kV	Kilo Volt
16.	kW	Kilo Watts
17.	kWp	Kilo Watt peak
18.	JV	Joint Venture
19.	LoI	Letter of Intent
20.	MDAS	Meter Data Acquisition System
21.	MIS	Management Information System
22.	MNRE	Ministry of New & Renewable Energy, Government of India
23.	MWp	Mega Watt Peak
24.	NIT	Notice Inviting Tender
25.	PBG	Performance Bank Guarantee
26.	PV	Photovoltaic
27.	GERC	Gujarat Electricity Regulatory Commission
28.	GEDA	Gujarat Energy Development Agency
29.	GETCO	Gujarat Energy Transmission Corporation
30.	RESCO	Renewable Energy Service Company
31.	RMS	Remote Monitoring System
32.	RTC	Real Time Clock
33.	SCADA	Supervisory Control And Data Acquisition
34.	SPG	Solar Power Generator
35.	SPV	Solar Photo Voltaic
36.	STC	Standard Testing Condition ("STC" shall mean Standard Testing Condition for solar cells and PV modules with air mass AM1.5, irradiance 1000W/ m2, and cell temperature of25°C)
37.	W	Watt
38.	Wp	Watt peak
39.	DGVCL	Dakshin Gujarat Vij Company Ltd.
40.	GUVNL	Gujarat Urja Vikas Nigam Ltd.
41.	RfS	Request for Selection
42.	CFA	Central Finance Assistance (provided by MNRE)
43.	FLS	Feeder level Solarization under PM-KUSUM Scheme
44.	SLDC	State Load Dispatch Centre of Gujarat

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Form-5	Positive Networth Certificate by CA
Form-6	Power of Attorney in favour of Authorized Signatory (In Case of Bidder is Single Entity)
Form-7	Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)
Form-8	Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)
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Form-10	Performance Bank Guarantee Form

SECTION - A: INTRODUCTION

A.1. Background

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

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

b) Gujarat State Electricity Corporation Ltd. (GSECL) manages the electricity generation business of erstwhile GEB.

c) Gujarat Electricity Transmission Corporation Limited (GETCO) to manage the electricity transmission and bulk supply business of erstwhile GEB.

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

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

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

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

1.1.2. On 22-07-2019 Ministry of New and Renewable Energy (MNRE), Government of India announced Guidelines for Implementation of Pradhan Mantri Kisan Urja Suraksha evem Utthan Mahabhiyan (PM KUSUM) Scheme for installation of solar pumps and grid connected solar power plants through three components, viz.

- Component A: Decentralized Ground Mounted Grid Connected Renewable Energy (RE) based Power Plants of individual plant size up to 2 MW.
- Component B: Installation of standalone Solar Powered AgriculturePumps
- Component C: Solarization of Grid-connected Agriculture Pumps – individual

1.1.3. Components of PM KUSUM

Guidelines for Implementation of New Scheme for Farmers for Installation of Solar Pumps and Grid Connected Solar Power Plants on date 17.01.2024

The PM KUSUM Scheme has the 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 by the farmers on their land

ii. Component-B: Installation of 14 Lakh Stand-alone Solar Agriculture Pumps

iii. Component-C: Solarisation of 35 Lakh Grid Connected Agriculture Pumps including Feeder Level Solarization The PM-KUSUM Scheme allows inter-se transfer of quantities between Component-B and Component-C. All three components of the scheme aim to add Solar capacity of about 34,800 MW by March 2026 with the total Central Financial support of ₹ 34,422 crore.

1.1.4. Subsequently on 04 December 2020, MNRE introduced and issued guidelines for implementation of **feeder level** solarization **under Component-C** of PM-KUSUM Scheme. Under the scheme, agriculture feeders already segregated or, feeders having major load for agriculture may be solarized using installation of grid connected solar power plant to cater the annual power requirement of such agricultural feeder(s). The Scheme guideline is available on MNRE's Website www.mnre.gov.in and GUVNL's PM-KUSUM Portal https://pmkusum.guvnl.com.

1.1.5. As per above MNRE guidelines for feeder level Solarization, the annual power requirement of agriculture feeder(s) emanating from the selected sub-station is to be assessed and a solar power plant of capacity that can cater to the annual power requirement of that agriculture feeder(s) can be installed either through CAPEX model or RESCO model, which will supply solar power to that feeder(s). This RfS is for setting up of solar power generating plant (SPG) for sale of solar energy to DGVCL under the RESCO model.

1.1.6. 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 substation (SS) to feed power at 11 kV or at the higher voltage level side of the SS. There is no cap of the capacity of solar power plant for feeder level solarisation. The DISCOMs may identify land near SS, get ownership of land or its lease rights, provide connectivity at DSS and lay sub-transmission line between DSS and solar power plant.

ii. Land for setting up the solar plant: If there is no Government land near the substation to set up solar plant, theland may be taken on lease from the farmers. Land lease rates would be announced by the state government. Currently, some State offer lease rates which range from Rs 25,000 to Rs 50,000 per acre per year or 6% of ready reckoner rate, whichever is higher, with a yearly 3% increment of the base rate, and Rs 1/hectare/year for public land for a period of 30 years. The States may decide similar competitive provisions. The State Government will publicise these rates along with the list of substations and request farmers to offer their land on lease in the vicinity of the substations at the offered lease rent.

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

iv. Modalities for leasing

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

b) Private Land: All the private land owners who are interested in providing their land for projects may be encouraged to offer their land through the abovementioned portal. The revenue authority should also verify the authenticity of the land through the respective District Collectors/Magistrates. In order to protect the interest of land owner, the State may decide the amount of lease rent for the land along with annual escalation provisions.
Considering the land required for 1 MW is around 4-5 acres, contiguous land of a minimum of 5 acres and nearer to the substation would be given the preference.

v. **Provision of SPV:** The DISCOMs may form an SPV which can implement the project along with arrangements for leasing the land etc.

vi. **Lessee and Lessor Agreement:** The Nodal Agency/DISCOM/SPV may also become the single entity to sign land lease agreements with all landowners. In such cases, the individual land owner need not interact with SPD and face uncertainty in timely lease payment. The nodal agency should sign an agreement with individual land owner and a tripartite agreement between DISCOM, Nodal Agency and Solar Power Developers may be worked out where payments are transferred to nodal agency for the purpose of lease rent. Nodal agency will inform the District Collector/District Magistrate from time to time, about the requirement of land and get in touch with the farmers to lease their land for the purpose.

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

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

1.1.7. As per MNRE guidelines for feeder level Solarization for installation of feeder level Solar power plants through RESCO model, the SPGs will be selected on the basis of lowest tariff quoted for generation and sale of energy for an agreement period of 25 years from the date of commissioning of power project (unless extended by both the parties on mutual agreement).

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

Objective

2.1.1. The objective of this RfP is to select the bidders for purchase of power from the Solar Power Projects set up in accordance with the provisions of this RfS document and

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

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

A.3. Model of execution of project

3.1.1. The selected bidder shall install solar power project along with its associated **11kV line** to connect the plant with concerned 66KV/11 KV substation at 11 KV Bus and RMS of solar power plant as per the terms and conditions of this Rfp & PPA. Detailed scope of work mentioned in Clause D.1.

3.1.2. **The basis of evaluation of the bids shall be the fixed tariff for 25 years in Rs. Per kWh quoted in the Price Schedule.** It is further to clarify that all the costs, distribution losses up to the delivery point including applicable taxes (incl. GST and cess as applicable), duties, etc. pertaining to design, survey, supply, installation, testing, commissioning, operation & maintenance of grid connected solar power plant, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant, shall be borne by the successful bidder. Bidders are required to quote the tariff on firm price End cost and no price variation shall be considered during the tenure of Power Purchase Agreement except Change in Law conditions provided in the Power Purchase Agreement.

SECTION - B: KEY DEFINITIONS

(1) **"Act" or "EA 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

(2) **"Affiliate"** shall mean a Bidder or a Bidding Entity that, directly or indirectly, controls, or is controlled by, or is under the common control with such Company. The expression "control" shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.

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

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

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

(6) Any reference to the Bidder includes an entity including its successors, executors and permitted assigns severally, as the context may require.

(7) **"Bidding Portal"** shall mean https:// dgvcl.nprocure.com

(8) **"Capacity Utilization Factor (CUF)":** CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365))

CUF to be considered on AC capacity (KW).

The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.

(9) **"CEI"/ "CEIG"** shall mean Chief Electrical Inspector to the State Government.

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

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

(12) **"Commercial Operation Date" (COD)** shall mean the date certified by the DISCOM's committee upon successful commissioning (as per provisions of the PPA) of the project when all equipments as per rated capacity have been installed and energy has flown into the grid.

(13) **"Conflict of Interest"** shall mean a Bidder may be considered to be in a conflict of interest with one or more Bidders in the same bidding process if they have a relationship with each other and as defined in the section H-4.

(14) **"Contracted Capacity"** shall mean ___ MWp AC contracted with DISCOM for supply by the SPG to DISCOM at the Delivery Point which shall be the maximum injection limit at

delivery point in any 15 minute time block during the entire term of the PPA.

(15) **"Contract Year"** shall mean, with respect to the initial Contract Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on 31st March of that Fiscal Year. Each successive Contract Year shall coincide with the succeeding Fiscal Year, i.e., a period of twelve months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Term or on Termination of this Agreement whichever is earlier.

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

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

(18) **"Delivered Energy"** means the kilowatt hours of energy actually fed and measured by the energy meters at the Delivery Point and as certified by **SLDC.**

(19) **"Delivery Point"** Delivery Point" shall mean the point at the voltage level of 11kV of the 66/11 kV Sub-station i.e. 11kV side of 66/11kV respective substation under the PPA. Metering shall be done at this interconnection point where the power is injected into the 66/11 kV Sub- station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point shall be borne by the SPG without any reimbursement thereof.

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

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

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

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

(24) **"Guidelines"** shall mean the "Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme" issued by the Ministry of new and Renewable Energy vide OM 32/645/2017 –SPV dated 04/12/2020 as amended from time to time.

(25) **"Interconnection Point/ Delivery point"** shall mean the point(s) of connection(s) at which the project is connected to the grid i.e. **it shall be at 11 kV bus bar level of 66/11kV substations mentioned in the tender against respective feeders.**

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

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

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

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

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

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

(32) **"NIT" / "RfS document" / "RfS" / "Notice Inviting Tender"/ 'Tender'** shall refer to this "Request for Selection of Solar Power Generator (SPG) for the work of design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD, of grid connected feeder level solar power plant , its associated 11 kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of different 11kV feeders of 66/11kV substation of in DGVCL under KUSUM scheme – Component C (feeder level solarization)"

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

(34) **"PPA"** shall mean the Power Purchase Agreement signed between the SPG and DGVCL according to the terms and conditions of the standard PPA enclosed with this RfS, for purchase of Solar Power at tariff discovered in the tender and adopted by the GERC, by procurer.

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

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

(37) **"Power Project" or "Solar Project" or "Project"** shall mean the Solar Power generation facility of Contracted Capacity having a separate control system, metering and separate points of injection into the grid at Delivery point. The Project shall include all units and auxiliaries such as water supply, treatment or water storage facilities, bay(s) for transmission system in the switchyard, dedicated electrical line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per the PPA.

(38) **"Project Site"** means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located.

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

(40) **"Project Commissioning"** shall mean the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/PPA.

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

(42) **"RESCO"** shall mean Renewable Energy Service Company i.e. an energy service company that develops, installs, finances, operates and owns the solar power project and supplies power generated from the Project to the DGVCL under this RfS.

(43) **"Selected Bidder" or "Successful Bidder"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of standard PPA.

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

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

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

(47) **"Voltage of Delivery"** means the voltage at which the Electricity generated by the Project is required to be delivered at 66/11kV substation.

SECTION - C: **KEY BID DATA**

1	Solar PV Plant technology	All components used for installation of solar power plants shall conform to applicable BIS / MNRE specifications and Follow quality control guidelines issued by MNRE date 17.01.2024 It will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with Solar PV modules from ALMM only. Further, the relaxation given by MNRE will be applicable as under: **Solar PV cell :** Also, as per MNRE OM 32/645/2017-SPV Division dtd.11-09-2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component-C of PM-KUSUM scheme wherein provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.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. As per clarification regarding Component C (FLS) of PM KUSUM vide order 32/54/2018-SPV Division-Part (1) date 29.01.2024 However, Order/clarifications issued by MNRE in this regard from time to time will be applicable
2	Project location & land arrangement	Project location: The location of the Solar Power project will be preferably **within Five KM radius** of the selected sub-stations in order to avoid high cost of evacuation line and losses. **Project land:** guidelines issued by MNRE date 17.01.2024
3	Delivery point	11 KV Bus of associated 66Kv/11kv substation.
4	Notified Solar Capacity	The notified solar capacity against each sub-station (i.e. for each bid) is as per **Annexure 3.**

5	Bid capacity to participating in the bid	There shall be single bid for each selected sub-station. The bidder is allowed to bid for a minimum capacity of 0.5 MWp and maximum up to notified capacity for the respective Sub-station in multiple of 0.5 MWp.
6	Location wise project capacity	Irrespective of capacity bided for a given sub-station Sub-station, the solar project capacity at single location shall be minimum 0.5 MWp & maximum upto 4 MWp. The bidder shall have discretion to install solar power project at multiple location for bided capacity under the given bid considering the availability of land. It is to clarify that in case of bided capacity is more than 4 MW, the bidder is allowed to set up solar project for more than 4 MWp at single location subject to establishment of multiple 11 KV evacuation line & separate metering arrangement for each line considering limit of 4 MWp for 11 KV line.
7	Evacuation of Power & metering arrangement	The bidder shall be responsible to deliver the power upto 11 KV bus of selected 66/11 KV sub-station. The 11 KV evacuation line shall be constructed and maintained by the bidder during the tenure of PPA. The use of common 11 KV evacuation line for multiple projects and amongst multiple bidders shall be encouraged to optimize the resources. The summation of power from all line (upto 4 MW) will be feed to a single 11 KV Panel and the cost of the panel and related infrastructure at receiving sub-station end shall be borne by and among the generators through proportionate sharing basis. For metering purpose, the individual receiving end ABT Meters should be put up by the generator by erecting the CTPT Unit at SS Wall. In no case, evacuation at 66 KV voltage level shall be permitted.
8	Guaranteed CUF / min CUF	**19% CUF (fixed i.e. no deration permitted)** CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Financial Year versus installed Project capacity x 365 x 24 (i.e. CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365)) The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year. **However, SPG can add additional DC capacity to maintain 19% CUF in a year, for the entire period of PPA subject to CEA approval, if required**

9	Eligible CFA by MNRE	**Successful bidder shall be eligible to get CFA @ Rs. 1.05 Cr per MW considering capital cost of solar project at Rs. 3.50 Crores per MW (subject to installation & commissioning of project in line with MNRE requirement).** **CFA up to 100% of the total eligible CFA will be released to the project entity through DGVCL on successful operation and performance of solar plant for two months after the commissioning subject to achieving guaranteed CUF agreed in PPA at least for one month CUF as per minimum CUF agreed in PPA, subject to further sanction and release of CFA by MNRE-GoI. The SIA need to submit PCR and other related documents, as prescribed by MNRE** 2% of the eligible CFA will be provided as service charges in totality to all the agencies involved in implementation including the designated SIA. Part of service charges (to be decided by MNRE) shall be given to the central agency for centralised tendering. The MNRE will retain 33% of eligible service charges for national wide IEC activities. MNRE may release 50% of eligible service charges for the sanctioned quantities to SIAs after implementation of LOAs for preparatory activities. SPG shall give an undertaking that he shall not sell power to any other party / buyer except the DGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to DGVCL. For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project.

10	Mode of bid submission	All required documents are to be submitted in online mode only except documents required against payment of tender fee & earnest money deposit (EMD) etc. as specified in tender shall be required to submit in physical mode also.
11	Selection criteria	The bidder(s) shall be selected in ascending order of quoted tariff up to notified project capacity of the sub-station under bucket filling mode through reverse auction e-bidding. Say, a bidder who has quoted lowest tariff shall be awarded solar capacity for which bid is submitted and thereafter subsequent lowest bidder, and so on, till the notified capacity of given 66 KV Sub-station is exhausted.
12	Bid Validity	120 days from the date of opening of online Technical bid.
13	Performance Bank Guarantee (PBG) against commissioning	Performance Bank Guarantee **(PBG) of Rs. 5 Lakh / MW** basis is required to be submitted to DGVCL by the successful bidder upon issuance of Letter of Award by DGVCL towards payment security mechanism for recovery of liquidated damages for delay in commissioning of solar power project beyond scheduled commercial operation date. The PBG will be returned to the SPG after successful commissioning of solar power plant within scheduled commercial operation date. The PBG shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project.
14	Power Purchase Agreement (PPA)	PPA for a period of 25 years (unless extended by both the parties on mutual agreement) from the date of commercial operation of the project at a fixed quoted tariff shall be executed with successful bidder within 15 days from adoption of tariff by Hon'ble GERC.
15	Scheduled Commercial Operation Date	**Within 12 months from date of issue LoA**
16	Terms of PPA	25 years (unless extended by both the parties on mutual agreement) of O&M from the date of commercial operation date of the project

1.1.1. Instructions for e- bid (Online bidding for RfS) to Bidders:

i	**Downloading of RfS Documents**
A	Offer document will be available on web site up to date shown in the RfS
	The Bidder willing to participate in RfS offer will have to get themselves registered on website www.nprocure.com
ii	**Digital Signature**
A	The Bidder should have valid digital certificate as per Information Technology Act 2000 using which they can sign their electronic offers. Agency can also procure the same from (n) code solutions, a division of GNFC Ltd., who are licensed certifying authority by Govt. of India.
B	In case RfS Bidder needs any clarification for e-bidding, details regarding digital certificate or if training required for participating in online RfS Document, they can contact the following office: (n) Procure Cell M/s (n) Code Solution, A division of GNFC 403, GNFC Info Tower, Bodakdev, S.G. Road, Ahmedabad 380054.(Gujarat) E-mail:nprocure@gnfc.net Mob.: 9327084190; 9898589652 Toll Free: 1-800-233-1010 (Ext. 501, 512,516 , 517 , 525) Phone No. 079-26857315 / 316 / 317 Fax: 079-26857321 / 40007533 Other Terms & Conditions as per detailed EOI Document
C	Agency who already possess valid Digital certificate need not to procure a new digital certificate.
iii	**On line Submission of Technical and Price Offer**
A	Bidder can prepare and edit their offers number of times before RfS submission date and time. After RfS Document submission date and time, in any case, the applicant cannot edit their offer after bid deadline is over. No written or online request in this regard shall be entertained.
B	The applicant shall submit their offer, i.e. Technical Offer as well as price offer in Electronic format on above mentioned website and date shown in RfS Document before digitally signing the same.
C	Offers submitted without on-line confirmation and digitally signed will not be accepted.

1.1.2. The bidders are requested to submit their bids prior to scheduled date & time to avoid event of non-submission of their bids due to non-availability / connectivity or any other issue of Bidding portal, at last moment or any reason whatsoever. The last date of submission of bids will not be extended in such circumstances.

1.1.3. It is mandatory for all the participating bidders to submit the following in original at the mentioned address prior to schedule of Physical submission (upload the scanned copy on the n-procure bidding portal)

a. **Bid security –EMD / EMD:**
The Bidder has to pay the Earnest Money Deposit (EMD) at Rs. 1 lakh per MW basis for each bid of respective sub-station separately.
For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT / Online only.

For the EMD amount above Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT/Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee. Bank Guarantee shall be valid for the period of 1 year from the last date of submission of bid of this RFS

In case of the payment of bid security-EMD in form of BG shall be in the prescribed format attached herewith as Form-9 on Non-Judicial Stamp Paper of Rs. 300/- for each bid for which the bidder wanted to participate.

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

b. Tender Fee: -
The Bidder shall require to pay the tender fee as mentioned in the RFP Schedule. The tender fee shall be paid either through RTGS/NEFT /Online only of prescribed value towards the cost of tender fee. For timely tracing of online transactions made by bidders toward the payment of tender fee and EMD from the bank reconciliation statement of DGVCL's account among huge no's of transactions reflected every day, it is requested to all bidders to ensure and convey accurate UTR and transaction numbers along with screenshot/ scan copy as a proof for timely payment made against the bid participated in this tender

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

1.1.4. The BG shall be from any Scheduled / Nationalized Banks (in a standard format prescribed by DGVCL in Form-10) as notified vide finance department of Govt.of Gujarat GR no.: EMD/4/2022/002/DMO dated 20/05/2022, FD/MSM/e-file/4/2023/00S7/D.M.O dated.24./04/2023 and further amendments if any. (which is also available on DGVCL website under downloads.) CORPORATE GUARANTEES ARE NOT ALLOWED.

1.1.5. Cutting /overwriting if any in the figures of the tendered documents is required to be clarified / indicated in words, duly signed, failing which the tender may be rejected.

1.1.6. Bidders shall not quote any deviation of any kind in the bid. Such deviations shall not prevail.

1.1.7. The bidders shall provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/document, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. However, if there are any shortcomings in the submission of the information which may not materially affects the qualification criterion, then DGVCL shall have the right to consider the facts on the merit of the case and decide the bid evaluation accordingly.

1.1.8. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not beentertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.

1.1.9. Clarifications regarding this RfS document for any type of typographical Errors

ormisunderstanding of document, the version/decision of DGVCL shall be final.

1.1.10. DGVCL reserves the right to cancel / withdraw or alter the RfS without assigning anyreason and shall bear no liability whatsoever consequent upon such a decision.

1.1.11. Correspondence for enquiries and clarifications: All correspondence in respect ofthis RfS and submission of the bid shall be addressed to:

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

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

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

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

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

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

(2) The bidding criteria for each sub-station

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

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

SECTION - E: Power Evacuation and metering:

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

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

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

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

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

Section-F: SCOPE OF WORK

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

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

a. Detailed site survey,

b. Procurement / arranging of required project land for 25 years for installation of the solar power plant for feeder level Solarization,

The SPG shall identify the project land preferably within the distance of Five KM radius of the respective 66/11 KV sub-station, get ownership of land or its lease rights and make necessary arrangement including ROW, clearances etc for the 11 KV electrical line between sub-station and the solar power plant. The SPG shall require to submit the final land documents before commissioning of project for the entire required land.

c. The Solar Power plant will be preferably installed within Five KM radius of the concerned sub-stations in order to avoid high cost of sub-transmission lines and to reduce transmission losses.

d. Design, supply and installation of solar power plant in line with requirements under MNRE guidelines.

e. Supply and erection of associated 11kV line connecting the solar power plant with associated 66/11kV substation (including bay, breakers and metering system at substation) as per design and specifications of DGVCL / GETCO / MNRE / CEA.

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

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

g. Operation & maintenance of the solar power plant as well as 11kV line for 25 years (unless extended by both the parties on mutual agreement) from COD.

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

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

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

All components used for installation of solar power plants shall conform to applicable BIS / MNRE specifications and follow quality control guidelines issued by MNRE.
It will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only.
Further, the relaxation given by MNRE will be applicable as under:

Solar PV cell :
Also, as per MNRE OM 32/645/2017-SPV Division dtd.11-09-2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component-C of PM-KUSUM scheme wherein provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.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.
As per clarification regarding Component C (FLS) of PM KUSUM vide order 32/54/2018-SPV Division-Part (1) date 29.01.2024

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

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

1.1.2. All approvals, permits and clearances required for setting up of the Project and associated 11 KV evacuation line including those required from State Government and local bodies along with any associated cost for getting the clearances shall be in the scope of the SPG.

1.1.3. It shall be the responsibility of the SPG, entirely at its cost and expense, to install such number of solar panels and associated equipment as may be necessary to achieve the required **minimum CUF of 19% throughout the PPA tenure of 25 years,** and for this purpose selected bidder shall make its own study and investigation of the Global Horizontal Irradiation (GHI) and other factors prevalent in the area which have implication on the quantum of generation.

1.1.4. **All components used for installation of solar power plants shall conform to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE and ALMM order with its amendments issued by MNRE time to time.**

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

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

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

2.1.2. Meters and metering equipment (CT-PT sets) specifications shall be complied with CEA metering regulations and shall be tested as per provision of GERC order / directives and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated authority from DGVCL at the time of installation.

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

F.3. Insurance

3.1.1. The SPG shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage, theft of material/ equipment/ properties after completion of the work(s). Before commencement of the work, the SPG shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Implication on account of Liquidation, Death, Bankruptcy etc., shall be the responsibility of SPG only.

F.4. Type and quality of materials and workmanship

4.1.1. The design, supply, installation, testing, commissioning, operation and maintenance of the solar power plant and the associated 11kV line shall be in accordance with latest/ appropriate IEC/Indian Standards. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ GERC/ DGVCL shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.

4.1.2. The SPG shall ensure that the specifications of the components / equipments like 11kV circuit breaker, 11kV CT-PT metering unit, etc should meet the technical specifications of DGVCL.

4.1.3. Any material / equipment which have not been specifically mentioned in this RfS but which are necessary during construction or O&M period of the plant & associated 11kV line shall be provided by the SPG without any extra cost and within the time schedule for efficient and smooth construction and O&M activities.

F.5. Completion and commissioning

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

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

b) CEIG approval for the PPA Capacity.

F.6. Commissioning Period

6.1.1. The design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS **is to be completed within 12 (Twelve) months from date** Issuance of **Letter of** Acceptance**(LoA)**

F.7. Delay in commissioning

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

7.1.2. In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 12 months from the date of signing of PPA, DGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner:

Delay up to two months: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30.

In case the commissioning of the solar power plant is delayed beyond two months: The complete PBG amount shall be encashed.

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

F.8. Project milestones and timeline

S. No.	Milestone	Timeline
1	Issuance of Letter of Intent (LoI) to the successful bidders -SPG	T1
2	Unconditional acceptance of LoI by successful Bidder	T1 + 7 days
Petition will be filed by DGVCL before GERC for adoption of tariff discovered under e-reverse bidding process		
3	Issuance of Letter of Award (LOA)to the successful bidder after adoption of tariff by GERC	T2
4	Unconditional acceptance of Letter of Award (LOA) by successful Bidder and submission of Performance Bank Guarantee	T2 + 7 days
5	Signing of PPA between selected bidder (SPG) and DGVCL	T3 = T2 + 15 Days
6	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation along with Submission of the	T2 +12 Months

	final land documents for the entire required land duly registered by appropriate revenue authority	
7	Operation and maintenance of power plant and associated 11kV line	25 years from COD (unless extended by both the parties on mutual agreement)

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

a) The SPG is required to obtain and maintain necessary clearances and permits as required for setting up the Solar Power Project, including but not limited to the following:

i. Approval for water from the concerned authority (if applicable) required for the solar power plant and/or, associated 11kV line.

ii. Any other clearances (forest dept., etc) as may be legally required, in order to establish and operate the solar power plant and/or, associated 11kV line.

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

iv. Develop online portal to facilitate aggregation of Land.

b) The above clearances, as applicable for the solar power plant and/or, associated 11 kV line, shall be required to be submitted to DGVCL prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPG shall submit an undertaking in this regard, and it shall be deemed that the SPG has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPG. The SPG shall coordinate with DGVCL in case of any clarifications.

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

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

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

F.10. Notice Board for display at site

The selected bidder will have to put a notice board (atleast size of 180cmx120cm) at main entrance of project site prominently displaying the following message before declaration of COD:

PM-KUSUM
Scheme Feeder Level Solarization under Component-C
___ MWp Grid Connected Solar PV Project
Owned and operated by ...<insert name of the selected bidder>...
Implemented by DGVCL
...<Name of location,
Taluka>.....,
District>..., Gujarat

SECTION - G: ELIGIBILITY & QUALIFICATION of BIDDERS

G.1. Eligible Entities :

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

G.2. Qualification criteria:

(a) **Net worth:** The entity shall have positive net worth of the last year as on 31-03-2023/31-12-2023

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

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

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

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

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

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

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

G.3. Document requirement:

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

S. No.	Type of Entity	Documents Required
1.1.	Individual / Proprietorship firm	(a) PAN card (b) Income Tax Return (ITR) of FY 2022-23 or Charted Accountant Certificate in support of positive Net worth (duly mentioning UDIN). (c) In case of Sole Proprietor– Duly notarized Undertaking from Sole proprietor to submit GST registration at the time of signing of PPA, if not processing
1.2.	Limited Liability Partnership (LLP) firm / partnership firm	(b) PAN card (c) In case of LLP – Copy of Registration Certificate and LLP Agreement (a) In case of Partnership – Copy of Deed of Partnership (b) Income Tax Return (ITR) of FY 2022-23 or Charted Accountant Certificate in support of positive Net worth (duly mentioning UDIN).
1.3.	Company (Public / Private Limited)	(a) Copy of Registration / Incorporation Certificate (b) PAN card (c) Details of Directors of Company as on date of submission of bid duly certified by practicing Company Secretary (d) Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN) along with by Annual Accounts of FY 2022-23 (as per Form-5)
1.4	Association / cooperatives / Farmer Producer Organizations (FPO) / Water User associations (WUA) etc	(a) Valid documents in support formation of Association / FPO /WUA / Cooperatives etc (b) PAN card (PAN card of lead member, if Pan card is not available in name of Association / FPO /WUA / Cooperatives etc) (c) Details of name of members of Association / FPO /WUA / Cooperatives etc (d) Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN) (as per Form-5)
1.5	Joint Venture	(a) Copy of incorporation / registration in case of Special Purpose Vehicle or Copy of Deed of JV (b) Undertaking as per the format in Form-8 to be signed by all members (c) PAN Card of all JV members (d) Chartered Accountant Certificate in support of positive Net worth of all members of JV (duly mentioning UDIN) (as per Form-5)