



**BEFORE GUJARAT ELECTRICITY REGULATORY COMMISSION**

Petition no

**GANDHINAGAR**



**CASE NO. \_\_\_\_\_**

**Filing of Petition for Determination of Tariff of 30 MW Solar Photovoltaic  
Grid Connected Power Project located at Chandarava, District: Botad**

**Under**

**Section 62 read with Section 86 (1) (a) of the Electricity Act, 2003.**

**Filed by: -**

**Gujarat State Electricity Corporation Limited**

**Regd. Office: Vidyut Bhavan, Race Course Circle, Vadodara – 390 007.**





Petition no

**BEFORE GUJARAT ELECTRICITY REGULATORY COMMISSION  
GANDHINAGAR**

Filing No:

Case No.:

<b>IN THE MATTER OF</b>	Petition under Section 62 read with Section 86 (1)(a) of the Electricity Act 2003 for determination of tariff of 30 MW Solar Photovoltaic Grid Connected Power Project located at Chandarava, District: Botad established by GSECL.
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**AND**

<b>IN THE MATTER OF</b>	Gujarat State Electricity Corporation Ltd. Vidyut Bhavan Race Course, Vadodara – 390 007  <b>Petitioner</b>
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**AND**

<b>IN THE MATTER OF</b>	Gujarat Urja Vikas Nigam Limited Ltd. Sardar Patel Vidyut Bhavan Race Course, Vadodara – 390 007  <b>Respondent</b>
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**ABBREVIATIONS**

1.	CEA	Central Electricity Authority
2.	FY	Financial Year
3.	GEB	Gujarat Electricity Board
4.	GERC	Gujarat Electricity Regulatory Commission
5.	GoG	Government of Gujarat
6.	GoI	Government of India
7.	GSECL	Gujarat State Electricity Corporation Limited
8.	GUVNL	Gujarat Urja Vikas Nigam Limited
9.	KV	Kilo Volt
10.	KWh	Kilo Watt Hour
11.	MW	Mega Watt
12.	O&M	Operation & Maintenance
13.	PAF	Plant Availability Factor
14.	PLF	Plant Load Factor
15.	GETCO	Gujarat Electricity Transmission Corporation Limited
16.	SLDC	State Load Dispatch Centre
17.	STU	State Transmission Utility
18.	CTU	Central Transmission Utility
19.	CERC	Central Electricity Regulatory Commission
20.	COD	Commercial Operation date
21.	CUF	Capacity Utilization Factor
22.	LoA	Letter of Award
23.	SEA	State Energy Account
24.	DSM	Deviation Settlement Mechanism
25.	BESS	Battery Energy Storage System
26.	NEEGG	Net Electrical Energy Guaranteed Generation
27.	MWh	Mega Watt Hours

**THE PETITIONER ABOVE NAMED RESPECTFULLY SUBMITS AS UNDER**

**SECTION-1- Introduction**

This section presents the Background, Regulatory Framework and reasons for filing this Petition.

**A. Background: -**

1. Government of Gujarat (hereinafter referred to as "GoG") notified the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003 in May 2003 for the reorganization of power sector in the State of Gujarat.
2. Pursuant to the above, Gujarat Electricity Board (the Board) has been unbundled into functional entities w.e.f. 1<sup>st</sup> April 2005. The activities of Generation, Transmission, Distribution, Bulk power purchase and supply undertaken by erstwhile Gujarat Electricity Board has been entrusted to seven separate functional companies. The generation activity is assigned to Gujarat State Electricity Corporation Ltd. (GSECL) and all power stations of erstwhile GEB transferred to GSECL.
3. Gujarat State Electricity Corporation Limited (GSECL) was registered in 1993 under the Companies Act 1956 for generation of electricity.
4. Revenue Department, Government of Gujarat vide G.R. No: JMN-3919-259-A1 dated 07.03.2019 has notified a Scheme for allocation of government wasteland in the vicinity of GETCO Sub-stations to Public Sector Undertakings {PSUs} operating under Energy and Petrochemicals Department for development of Solar Projects at a nominal lease of ₹1/- per hectare for a period of 30 years. The key objective of this Scheme was to extend the benefit of cheap renewable power to the end consumers of the State by means of optimal utilization of resources viz. government wasteland and existing transmission infrastructure network created by GETCO having spare capacity for evacuation of power. A copy of Government of Gujarat, Revenue Department's G.R. No: JMN-3919-259-A1 dated 07.03.2019 is enclosed herewith as **Annexure-A**
5. Pursuant to the above, Energy and Petrochemicals Department, Government of Gujarat vide G.R. No. SLR/11/2019/675/B1 dated 16.08.2019 has further notified that, Gujarat State Electricity Corporation Ltd (hereinafter referred as GSECL), shall develop 2500

MW solar capacity under the above Scheme wherein 50% of the project cost would be provided by the State Government as capital subsidy to GSECL. A copy of Energy and Petrochemicals Department, Government of Gujarat G.R. No. SLR/11/2019/675/B1 dated 16.08.2019 is enclosed herewith as **Annexure-B**

6. GSECL Board, through Board Resolution No. 163.16.5288 dt. 11.07.2019 (**Annexure-C**) approved to invite & finalize Contracts through open tenders including reverse auction process for Design, Engineering, Supply & Procurement, Construction, Erection, Testing, Commissioning, and Operation & maintenance of grid connected Solar PV power projects to be established on Govt. wastelands in the vicinity of GETCO substations.
7. The Board also approved to finalize and execute Power Purchase Agreement/s (PPA) with Gujarat Urja Vika Nigam Limited (GUVNL) on Cost Plus Basis for the energy generated and supplied by GSECL from these projects.
8. Thereafter, GUVNL, vide Letter dated 20.06.2020 conveyed in-principal approval to sign Power Purchase Agreement (PPA) with GSECL for purchase of power from 2500 MW Solar Capacity to be developed on Government Wasteland In the vicinity of GETCO's substations through competitive bidding process by GSECL (**Annexure-D**).
9. Pursuant to the approval of GSECL Board, e-tenders were invited to select the contractor for Engineering, Supply & Procurement, Construction, Operation & Maintenance of 30 MW Solar Photovoltaic Grid connected Power Plant at Chandarava. EPC tender finalization involved the following stages: -
  - Land order was issued by District Collector. Power Evacuation feasibility with Substation has been provided by GETCO.
  - Based on the land profile detailed feasibility study for power capacity estimation was carried out.
  - Tender Terms & Conditions were approved as per Board Resolution before publishing the tender document.
  - Details of land coordinates, evacuation substation etc. were kept as a part of tender document.

- Final tender was uploaded on on-line tendering portal 'n-procure' for online participation. Schedules of site visit by prospective bidders and pre-bid meetings were mentioned in the tender document.
- Site visit was done by prospective bidders and then pre-bid meeting was also arranged for clarification on various issues.
- Bids were received online through online tendering portal 'n-procure' and other relevant documents were received in hard copy.
- First, the technical bids (online & hard copies) were opened by the tender opening committee. The scrutiny of tender documents was done as per the Pre-Qualification Requirement (PQR) specified in the tender documents.
- Thereafter, price bids of technically qualified bidders were opened on n-procure online bidding portal for each site / group followed by e-Reverse Auction (e-RA) for respective sites for discovery of the best prices.
- Successful bidder was evaluated as per Evaluated Bid Value (EBV) specified in the tender documents (Terms & Condition No. 4.12 of the tender document Page-48).
- After evaluation of bids, M/s Tata Power Solar System Limited was selected as L-1 bidder with total contract price of ₹129.41 Crores. (₹112.01 Crores for Supply and ₹17.40 Crores for Works). After obtaining necessary approvals of GSECL authorities, LOI to M/s Tata Power Solar Systems Limited (TPSSL) was issued. On acceptance of LOI and payment of security deposit, detailed order for supply & works were issued **(Annexure-E1 & E2)**.

10. Total completion period of the work was 11 months from the date of Notice to Proceed (NTP), i.e. 11 months from NTP date i.e. 01.07.2020. Further, a comprehensive O&M contract for period of 10 years was awarded to M/s Tata Power Solar Systems Ltd. The value of O&M contract awarded is ₹13,57,04,961/- **(Annexure-F)**.

11. Further, additional cost of ₹11.75 Crores was incurred due to variation in GST, Basic Custom Duty (BCD) and Safeguard Duty variation, paid as a part of statutory variation clause of the contract. Further, ₹2.75 Crores were incurred on pre-operative and Head Office Supervision charges on the project. Accordingly, the Capital cost of this project was finalized as ₹143.91 Crores. This Solar Plant was declared Commercially Operational on 07.06.2021 (20 MW) and 23.08.2021 (10 MW). GEDA Certificates of



commissioning are enclosed as **Annexure-G**. Hon'ble Commission is kindly requested to approve the Project Cost of ₹143.91. A certificate showing the Project Cost incurred from a practicing CA firm M/s Mukund & Rohit Chartered Accountants, Baroda is also attached herewith as **Annexure-H** is enclosed herewith for kind perusal by Hon'ble Commission.

12. Meanwhile, GUVNL had filed Petition No. 2013 of 2021 before Hon'ble Commission under Section 86 (1)(b) and (e) of the Electricity Act 2003 for approval of power procurement and execution of Power Purchase Agreement(s) for procurement of power from Solar Projects to be established by GSECL under Government of Gujarat's Scheme notified vide G.R. No: JMN-3919-259-A1 dated 07.03.2019 for allocation of government wasteland in the vicinity of existing GETCO sub-stations to the PSUs operating under Energy & Petrochemicals Dept.
13. Hon'ble Commission issued the final order in this Petition No. 2013 of 2021 on 19.07.2023 (filed by GUVNL) and directed GUVNL & GSECL to sign the PPA and also directed GSECL to file project specific Petitions for determination of tariff under Sections 61, 62, 64 read with Section 86 of the Electricity Act, 2003 on completion of the project/s i.e. after achieving COD of the solar power plant and supply of electricity carried out from such plant by Respondent GSECL to the Petitioner by providing of technical, financial and commercial parameters
14. Thereafter, GSECL entered into a Power Purchase Agreement (PPA) for sale of power from this project with Gujarat Urja Vikas Nigam Limited (GUVNL) on 17.02.2025, enclosed as **Annexure-I**.
15. As per Clause No. 5.2 of Article-5 pertaining to "Rates & Charges" of the PPA dt. 17.02.2025, GUVNL shall pay GSECL a fixed Tariff as determined by Hon'ble Commission in the Tariff Petition filed by GSECL for determination of Project Specific Tariff for this project for entire life of 25 years of the project. Further it also states that the determination of tariff would be by considering 50% Capital Grant as per Energy & Petro Chemicals Dept., GoG's GR No. SLR-11-2019-675-B1 dt.16.08.2019. Hence, this present petition is filed by GSECL before Hon'ble Commission.

**B. Regulatory Framework: -**

1. Gujarat Electricity Regulatory Commission (hereinafter referred to as “GERC” or “the Commission”), an independent statutory body constituted under the provisions of the Electricity Regulatory Commissions (ERC) Act, 1998 and is currently under purview of the Electricity Act, 2003. GERC is vested with the authority of regulating power sector in the State inter alia including determination of Tariff for electricity consumers.
2. Determination of Tariff for supply of electricity’ is one of the important functions of State Electricity Regulatory Commission as provided in Section 86 of the Electricity Act, 2003.

The Act provides that: -

“Section 86 (Functions of State Commission): --- (1) The State Commission shall discharge the following functions, namely: -

(a) Determine the tariff for generation, supply, transmission and wheeling of electricity, wholesale, bulk or retail, as the case may be, within the State.

Provided that where open access has been permitted to a category of consumers under Section 42, the State Commission shall determine only the wheeling charges and surcharge thereon, if any, for the said category of consumers; “

(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.

3. Moreover, Section 61 of the Electricity Act 2003 states that the Appropriate Commission shall subject to the provisions of this Act, specify the terms and conditions for the determination of tariff and in doing so, shall be guided by the following namely: -
  - a) The principles and methodologies specified by the Central Commission for determination of the tariff applicable to generating companies and transmission licensees.



- b) The generation, transmission, distribution and supply of electricity are conducted on commercial principles.
  - c) The factors which would encourage competition, efficiency, economical use of resources, good performance and optimum investments.
  - d) Safeguarding of consumers' interest and at the same time, recovery of the cost of electricity in a reasonable manner.
  - e) The principles reward efficiency in performance.
  - f) Multiyear tariff principles.
  - g) That the tariff progressively reflects the cost of supply of electricity and also, reduces cross-subsidies in the manner specified by the Appropriate Commission.
  - h) The promotion of co-generation and generation of electricity from renewable sources of energy.
  - i) The National Electricity Policy and tariff policy: Provided that the terms and conditions for determination of tariff under the Electricity (Supply) Act, 1948, the Electricity Regulatory Commission Act, 1998 and the enactments specified in the Schedule as they stood immediately before the appointed date, shall continue to apply for a period of one year or until the terms and conditions for tariff are specified under this section, whichever is earlier.
4. Further, "Section 62 (Functions of State Commission): -
- (1) The State Commission shall discharge the following functions, namely: -
- (a) Determine the tariff for generation, supply, transmission and wheeling of electricity, wholesale, bulk or retail, as the case may be, within the State: -

Provided that where open access has been permitted to a category of consumers under Section 42, the State Commission shall determine only the wheeling charges and surcharge thereon, if any, for the said category of consumers "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.

5. Moreover, Hon'ble Commission through Notification No. 12 of 2024 dt. 05.08.2024 has issued GERC MYT Regulations 2024. Regulation 1.4 of this Regulation states as under: -

*Quote*

*“These Regulations shall come into effect from the date of their publication in the Official Gazette, and shall remain in force till March 31, 2030, unless otherwise reviewed/extended: Provided that for all purposes, including review matters pertaining to the period till March 31, 2025, the issues relating to determination of Aggregate Revenue Requirement and Tariff shall be governed by the provisions of the Gujarat Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2005, or Gujarat Electricity Regulatory Commission (Levy And Collection of Fees and Charges by SLDC) Regulations, 2005, or Gujarat Electricity Regulatory Commission (MYT Framework) Regulations, 2011, or Gujarat Electricity Regulatory Commission (Multi Year Tariff) Regulations, 2016, including amendments thereto, as may be applicable.”*

*Unquote*

Since 30 MW Chandarava Solar PV Power Plant was declared Commercially Operational w.e.f. 07.06.2021 (20 MW) & 23.08.2021 (10 MW), i.e. before issuance of Notification No. 12 of 2024 regarding MYT Regulations 2024, present petition is filed under MYT Regulations, 2016 of Hon'ble Commission. Various components of the Tariff have been worked out considering the provisions under MYT Regulations 2016.

**SECTION-2 Executive Summary**

This Section highlights the salient features of 30 MW Solar Photovoltaic Grid Connected Power Project established by GSECL located at Chandarava, Dist: Botad.

**1. Technical details of the Project :**

1. Name of the Project: 30 MW Solar Photovoltaic Grid Connected Power Project.
2. Location of the Project: GETCO Wasteland in possession of GSECL, Chandarava.
3. Total Area Utilized for this Project: 80 (Ha)
4. Capacity of the Solar Plant: 30 MW
5. Project Life: 25 years
6. Solar Plant CUF as per PPA: 24.00%. *Guaranteed CUF = 28.72 %*
7. Scheduling of the Project: Must Run status.
8. Name of EPC contractor: M/s Tata Power Solar System Limited.
9. Date of LOI issued: 01.07.2020.
10. Date of Notice to Proceed (NTP) to work: 01.07.2020
11. Completion Period: 11 months from date of NTP i.e. 31.05.2021.
12. Revised Completion Period: 08.10.2021 (Force Majeure time limit extended due to COVID-19).
13. Actual date of Commercial Operation of the Project: 07.06.2021 (20 MW) & 23.08.2021 (10 MW), Total 30 MW on 23.08.2021.

**2. Financial Parameters of the Project :**

1. Cost of Contract Awarded: M/s Tata Power Solar System Limited.
  - Supply Contract: ₹112.01 Crores.
  - Works Contract: ₹17.40 Crores
  - Total Value: ₹129.41 Crores
2. Total Project Cost: ₹143.91 Crores.
3. Assumptions for working of Tariff: GSECL has considered the following Financial Parameters for working of Tariff for sale of power from this Project: -
  - Capital Cost of the Project: ₹143.91 Crores
  - Life of the Project: 25 years.



**3. Sources of Finance :**

Sr. No.	Sources of Fund	Approval /GR No. & Date	Amount (₹ in Crores)
1	Capital Grant from Govt. of Gujarat	EPCD/BUD/e-fil/20/2023/2407/B1 dt. 25.11.2024	71.955
2	GSECL's own funds	-	71.955
<b>Total Funds Deployed in this project (**)</b>			<b>143.91</b>

(\*\*) No loans were taken for this project. Copy of GR is enclosed herewith (Annexure-J)

**4. Other Assumptions :**

- Normative Debt / Equity Ratio: 70:30
- Rate of Interest considered for Normative Loan: 8.18%.
- Return on Equity: 14.00 %
- Discounting Factor for computing of NPV of the Project: 9.93%.
- O&M Expenses: Derived on the basis of actual value of O&M expenses quoted by EPC contractor and then escalated for further period.
- Rate of Depreciation: 5.28% for the first twelve years. After 12 years, depreciation is charged on balance useful life of the project.
- Working Capital Requirement: O&M expenses for one month plus Receivables for sale of electricity for one month.
- Interest on Working Capital: 9.50% on the basis of Hon'ble GERC Order No.2162 of 2022.

The Levelized Tariff Calculations for entire life of the project using above assumptions and considering provisions of MYT Regulations of Hon'ble Commission is carried out and the levelized Tariff for sale of power is as shown under:

Sr. No.	Particulars	Actual Cost to be recovered (₹ in Crores)	Net Present Value (NPV) (₹ in Crores)
1	Interest on Normative Loan	27.71	17.95
2	Return on Equity	75.55	27.59
3	Depreciation	64.76	29.36
4	Interest on Working Capital	2.44	0.88
5	O&M Expenses	52.43	15.13
<b>A</b>	<b>Total Fixed Cost (A)</b>	<b>222.89</b>	<b>90.91</b>
6	Add: Salvage Value	7.20	0.68
<b>B</b>	<b>Total Cash in Flow (A+6)</b>	<b>230.08</b>	<b>91.58</b>
C	Present Value of Initial Cash Outflows		71.95
D	Present Value of Cash flows during Project life		76.17
<b>E</b>	<b>Net Present Value of the Project</b>		<b>4.22</b>

Detailed working of various components of Tariff is described in subsequent section.

**SECTION-3- Determination of Tariff**

This Section outlines detailed computation of Fixed Cost Components and Levelized Tariff for entire life of 25 years of the Project. Total Fixed Cost has been bifurcated into the following components: -

1. Depreciation
2. Interest and Finance Charges
3. Return on Equity
4. O&M expenses
5. Interest on Working Capital.

It is most respectfully submitted that in accordance with the directives issued vide Order dt. 19.07.2023 by Hon'ble Commission in Petition No. 2013 of 2021 filed by GUVNL, both GUVNL & GSECL have signed the Power Purchase Agreement (PPA) for a period of twenty five years. A copy of the PPA is enclosed herewith as **Annexure-I**. As per the Terms of PPA and in view of the directives issued by Hon'ble Commission vide Order dt. 19.07.2023, all components of Tariff have been worked out considering 50% (₹71.95 Crores ) of the total Project cost of ₹143.91 Crores.

Accordingly, different components of Fixed Cost have been worked out as under: -

**1. Depreciation:**

For the entire life of 25 years of project, depreciation has been calculated in accordance with the provisions under Regulation 39 of MYT Regulations, 2016. Depreciation has been worked out on 50% value of the cost of the project. For this project, the life of solar power plant is 25 years,. Accordingly, depreciation has been worked out as per Regulation No. 39.2 (b), wherein it is provided to calculate depreciation as per rates prescribed by the Hon'ble Commission for first twelve years and thereafter, remaining depreciation has been spread over balance useful life of the project, i.e. 13 years. Depreciation calculation is done considering life of 25 years upto 90% of the capital cost considered for Tariff determination. In view of this, depreciation amount is worked out as under:-

Leave repayment period 15 years

Sr. No.	Particulars	Amount (₹Crores)
1	Depreciation of Solar Plant	64.76
2	Present Value of Depreciation	29.36

**Hon'ble Commission is kindly requested to approve Depreciation as proposed above.**

## **2. Interest and Finance Charges**

The funding of this project has been done through Grant approved by Govt. of Gujarat (GoG) and internal accruals of GSECL. Funding through GOG's Grant and Internal accruals are in the ratio of 50:50. Total Project cost incurred is ₹143.91 Crores. Accordingly, 50% amount i.e. ₹ 71.95 crores has been received from GoG as grant. Balance amount of ₹ 71.95 Crores has been funded through internal funds. No loans have been taken for this project. Accordingly, tariff components are worked out considering ₹71.95 Crores as the Capital cost. However, for the purpose of Tariff Determination, the funding for this project has been assumed to be undertaken with Normative Debt: Equity Ratio of 70:30 in accordance with MYT Regulations, 2016. Considering total Project Cost of ₹71.95 Crores, normative loan works out to ₹ 50.37 Crores. Since, GSECL has not taken any loan for this Project, the rate of interest is considered as 8.18% p.a. on the basis of rate of interest approved by Hon'ble GERC in its Order No. 2025 of 2021 for true-up of FY 2020-21. Accordingly, Interest & Finance Charges are worked out as under: -

Sr. No.	Particulars	Description
1	Total Normative Loan	₹50.37 Crores
2	Total Repayment Period	16 years
3	Repayment amount	Equals to the depreciation during particular year as per Regulation 38.3 of MYT Regulations, 2016
4	Rate of Interest	8.18%p.a. (As per GERC Order No. 2025 of 2021 for True-up of FY 2020-21)
5	Total Interest amount	₹27.71 Crores
6	Present Value of Interest amount	₹17.95 Crores

**It is most respectfully submitted to approve the Interest on Loan as proposed.**

**3. Return on Equity (RoE) :**

The funding of this project has been done through grant approved by Govt. of Gujarat and internal accruals in 50: 50 ratio. The amount of ₹71.95 Crores has been funded through grants by GoG while the balance amount of ₹71.95 Crores has been funded from internal funds. In other words, 50% amount of this project has been funded through Equity Contribution. However, for the purpose of Tariff Determination, the funding for this project has been assumed to be undertaken with Normative Debt-Equity Ratio of 70:30 in accordance with MYT Regulations, 2016. Considering total project cost of ₹71.95 Crores, normative Equity Component works out to ₹21.59 Crores. Return on Equity (RoE) is allowed at the rate of 14% in accordance Regulation 37 of MYT Regulations, 2016. Accordingly, RoE is worked out as under: -

Sr. No.	Particulars	Description
1	Total Normative Equity	₹21.59Crores
2	Rate of RoE	14.00% p.a.
3	Total RoE amount	₹75.55 Crores
4	Present Value of RoE	₹27.59 Crores

**Hon'ble Commission is kindly requested to allow the RoE as worked out above.**

**4. Operation and Maintenance (O&M) Expenses :**

GSECL while inviting EPC tenders for work of construction of this project, also invited quotes for Operation & Maintenance (O&M) expenses for this Project for a period of 10 years after commissioning of the Project. M/s Tata Power Solar System Ltd. had quoted a total cost for O&M work of ₹13.57 Crores and also submitted a year-wise break-up of the same. Further, on the basis of historical trend, O&M expenses for a further period from 11<sup>th</sup> year onwards has been escalated at the rate of 5.25%. The working of O&M expenses for entire life of project with its present value is shown as under: -

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount (₹ in Crores)</b>
1	O&M Expenses upto 10 <sup>th</sup> year	13.57
2	O&M Expenses from 10 <sup>th</sup> to 25 <sup>th</sup> year	38.86
3	Total O&M Expenses	52.43
4	Present Value of O&M Expenses	15.13

**Hon'ble Commission is kindly requested to approve the O&M expenses as proposed above.**

**5. Interest on Working Capital :**

Working Capital Requirement is computed by considering O&M expenses for one month plus Receivables for sale of electricity for one month in accordance with MYT Regulations, 2016. Interest on Working Capital is considered on the basis of approved rate as per GERC Order No. 2162 of 2022 as 9.50% p.a. Accordingly, amount of interest on working capital is worked out as ₹2.45 Crores. The present value of interest on working capital is worked out as ₹0.89 Crores.

**It is most respectfully submitted to approve the Interest on Working Capital accordingly.**

**6. Total Fixed Cost :**

In view of our aforementioned submissions, total Fixed Cost projected for the entire Project life is summarized as under: -

Sr. No.	Particulars	Actual Cost to be recovered (₹ in Crores)	Net Present Value (NPV) (₹ in Crores)
1	Interest on Normative Loan	27.71	17.95
2	Return on Equity	75.55	27.59
3	Depreciation	64.76	29.36
4	Interest on Working Capital	2.44	0.88
5	O&M Expenses	52.43	15.13
<b>A</b>	<b>Total Fixed Cost (A)</b>	<b>222.89</b>	<b>90.91</b>
6	Add: Salvage Value	7.20	0.68
<b>B</b>	<b>Total Cash in Flow (A+6)</b>	<b>230.08</b>	<b>91.58</b>
C	Present Value of Initial Cash Outflows		71.95
D	Present Value of Cash flows during Project life		76.17
<b>E</b>	<b>Net Present Value of the Project</b>		<b>4.22</b>

In view of the above working, it is most respectfully submitted to approve as under: -

1. Project cost of ₹71.95 Crores including Supply & Works.
2. Fixed Levelized Tariff of ₹ 1.76 per kWh for entire life of 25 years.

Required Formats showing detail of Project, Capital Cost and working of Levelized Tariff of ₹1.76 per kWh are enclosed herewith as **Annexure-K**.

Further, Draft PPA for the Solar PV Projects developed by GSECL on Government Wasteland had been approved by Hon'ble Commission with Article No. 4.1.8 in Petition No. 2013 of 2021 and the same PPA is being executed for all Solar PV Projects developed on Govt. wastelands by GSECL with GUVNL. Article No. 4.1.8 of the PPA states as below:-

Quote

**4.1.8 Early Commissioning:** *The However Producer shall be permitted for full commissioning as well as part commissioning of the project even prior to the SCOD (Scheduled Commissioning Operation Date). In case of early part-commissioning, till SCOD, GUVNL shall reserve the right to purchase the generation till SCOD, at 75% (Seventy-five Percent) of PPA tariff. However, in case of entire capacity is commissioned prior to SCOD, GUVNL may purchase generation at PPA Tariff.*

Unquote

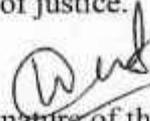
Moreover, it is most respectfully submitted that, original Scheduled Commercial Operation Date (SCOD) of this project was 31.05.2021. However, on account of COVID-19, the SCOD was extended till 23.08.2021 as per the Power Purchase Agreement. This project was declared commercially operational in two parts, i.e. (1) 20 MW on 07.06.2021 & balance 10 MW on 23.08.2021. As per the clause no. 4.1.8 of the PPA, 75% Tariff may be applicable for initial 20 MW commissioned on 07.06.2021 and 100% Tariff as determined by Hon'ble Commission may be applicable w.e.f. 23.08.2021. In this regard, it is humbly submitted that since, the tariff for these projects are to be determined under Section 61, 62 and 64 read with Section 86 of the Electricity Act, 2003 i.e. on Cost-Plus basis and also being worked out considering 50% of the Project Cost resulting in much lower tariff, **GSECL hereby requests Hon'ble Commission to allow 100% Tariff w.e.f. 07.06.2021 on partly commissioned capacity of 20 MW and also 100% Tariff on full capacity of 30 MW w.e.f. 23.08.2021.** Accordingly, it is most respectfully submitted to kindly approve Amendment in Article No. 4.1.8 (approved in Petition No. 2013 of 2021) as under:-

***4.1.8 Early Commissioning: The However Producer shall be permitted for full commissioning as well as part commissioning of the project even prior to the SCOD (Scheduled Commissioning Operation Date). In case of early commissioning of full capacity or part of full capacity, till SCOD, GUVNL may purchase generation at PPA Tariff till SCOD.***

**SECTION-4- Prayer:-**

GSECL respectfully prays to the Hon'ble Commission:

1. To admit this Petition seeking approval of Capital Cost of 30 MW Solar Photovoltaic Grid Connected Power Project located at Chandarava, Dist: Botad, established by GSECL and Fixed Tariff of ₹ 1.76 per kWh for entire life of 25 years of the project.
2. To approve various components of Fixed Cost along with their present value and total net present value of the project.
3. Pass suitable orders for implementation of Tariff proposal for entire life of the Project from the date of Commercial Operation of the Project, i.e. 07.06.2021 (20 MW) and 23.08.2021 (10 MW) and to issue bills for sale of Energy sold from this Project from CoD as stated above at the tariff approved by Hon'ble Commission for sale of Energy as per the terms of Power Purchase Agreement.
4. To approve amendment in Article No. 4.1.8 of PPA (approved in Petition No. 2013 of 2021), for sale of energy from partly commissioned project before SCOD at approved tariff instead of 75% of the tariff and pass suitable orders in this matter.
5. To grant any other relief as the Hon'ble Commission may consider appropriate.
6. The Petitioner craves leave of the Hon'ble Commission to allow further submissions, addition and alteration to this Petition, as may be necessary from time to time.
7. Pass any other Order as the Hon'ble Commission may deem fit and appropriate under the circumstances of the case and in the interest of justice.



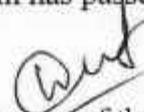
Signature of the Petitioner  
Gujarat State Electricity Corporation Limited

Date: 20.05.2025

Place: Vadodara

**Declaration:**

The Petitioner hereby declares that the subject matter of the petition has not been raised by the petitioner before any other forum, and that no other forum has passed any orders in relation thereto.



Signature of the Petitioner  
Gujarat State Electricity Corporation Limited

Date: 20.05.2025

Place: Vadodara



S.R. No. 6118  
Date: 20/5/2025

Petition no

BEFORE GUJARAT ELECTRICITY REGULATORY COMMISSION  
GANDHINAGAR

Filing No: -

Case No: -

IN THE MATTER OF	Petition under Section 62 read with Section 86 (1)(a) of the Electricity Act, 2003 for determination of tariff of 30 MW Solar Photovoltaic Grid Connected Power Project located at Chandarava, Dist: Botad established by GSECL.
AND IN THE MATTER OF	Gujarat State Electricity Corporation Ltd. Vidyut Bhavan Racecourse, Vadodara – 390 007 <b>Petitioner</b>
AND THE MATTER OF	Gujarat Urja Vikas Nigam Limited Ltd. Sardar Patel Vidyut Bhavan Race Course, Vadodara – 390 007 <b>Respondent</b>

Affidavit verifying the Application

I, Hardik N Bhatt, son of Shri Nareshchandra Bhatt, aged 32 years, working at GSECL, Vidyut Bhavan, Race Course, Vadodara do solemnly affirm and say it as follows:

I am Accounts Officer (Commerce) of M/s. Gujarat State Electricity Corporation Limited, the Petitioner in the above matter and am duly authorized by the said Petitioner to make this affidavit.

The Statements made herein above are true to the best of my knowledge and belief, which I believe them to be true.

Solemnly affirmed at Vadodara on this 20<sup>th</sup> day of May 2025, that the contents of the above affidavit are true to the best of my knowledge, no part of it is false and nothing material has been concealed there from.

Place: Vadodara.

Date: 20.05.2025



(Hardik N Bhatt)  
Accounts Officer (Commerce)

**Solemnly Affirmed/Declared  
Sworn Before me by...** H.N. Bhatt

H. J. ZALA  
NOTARY (Govt. of India)



GETCO ના હયાત સબ સ્ટેશનની નજીકની સરકારી ખરાબાની પડતર જમીન સોલાર પીવી પ્રોજેક્ટ માટે રૂા.૧/- ના ટોકનદરે ઊર્જા અને પેટ્રોકેમિકલ્સ વિભાગને ભાડાપદ્ધ થી ફાળવવા બાબત.

ગુજરાત સરકાર

મહેસૂલ વિભાગ

ઠરાવ ક્રમાંક: જમન-૩૯૧૯-૨૫૯-અ.૧

સચિવાલય, ગાંધીનગર

તારીખ: 7 MAR 2019

સંદર્ભ:- વિભાગનો તા.૨૫-૦૧-૨૦૧૯નો ઠરાવ ક્રમાંક:- જમન-૩૯૧૫-૯૨૪-અ.૧

પ્રસ્તાવના

રાજ્ય સરકાર દ્વારા રાજ્યના દરેક ગામે ગામે પુરતા પ્રમાણમાં વીજળી મળી રહે તે હેતુથી ગુજરાત એનર્જી ટ્રાન્સમીશન કંપની લી. (GETCO) મારફતે સબસ્ટેશનો બનાવવામાં આવેલ છે. આ હયાત સબસ્ટેશનો આસપાસની સરકારી ખરાબાની પડતર દબાણ રહિત (ગૌચર અને ગામતળ સિવાયની) જમીન પર સોલાર પાવર પોટેન્શીયલની ચકાસણી કરી વધારાની સોલાર ક્ષમતાનું નિર્માણ કરવા તથા ટ્રાન્સમિશન(પ્રવહન) માટેનો ખર્ચ ઘટે તે હેતુ ધ્યાને લઈ, રાજ્યના અંતિમ ગ્રાહકોને ફાયદો થાય તે મુજબ વીજળી પહોંચી શકે તે આશયથી સોલાર પીવી પ્રોજેક્ટસની સ્થાપના કરવા અંગે જમીન ભાડાપદ્ધથી ફાળવવાની નીતિ નક્કી કરવાની બાબત સરકારશ્રીની વિચારણા હેઠળ હતી.

ઠરાવ:-

પુખ્ત વિચારણાના અંતે GETCO ના હયાત સબ સ્ટેશનની નજીકમાં આવતી સરકારી ખરાબાની દબાણ રહિત (ગૌચર અને ગામતળ સિવાયની) પડતર જમીન સોલાર એનર્જી પ્રોજેક્ટ માટે હેક્ટરદીઠ રૂા. ૧/- ના ટોકનદરે ઊર્જા અને પેટ્રોકેમિકલ્સ વિભાગને ભાડાપદ્ધ થી નીચેની જોગવાઈઓ મુજબ ફાળવવા આથી ઠરાવવામાં આવે છે.

(૧) મહેસૂલ વિભાગ દ્વારા GETCO ના સબસ્ટેશનની નજીકમાં આવતી સરકારી ખરાબાની પડતર દબાણ રહિત જમીન (ગૌચર અને ગામતળ સિવાયની) ઊર્જા અને પેટ્રોકેમિકલ્સ વિભાગને સોલાર પીવી પ્રોજેક્ટ માટે ૩૦ વર્ષ માટે હેક્ટર દીઠ રૂા. ૧/- ના ટોકનદરે ભાડાપદ્ધ થી ફાળવવાની રહેશે.



(૨) ઊર્જા અને પેટ્રોકેમિકલ્સ વિભાગ આ જમીન તેમના હસ્તકના કોઇપણ PSUs (પી.એસ.યુ)ને ૪૦ મેગા વોટ સુધીના નાના સોલાર પીવી પ્રોજેક્ટ સ્થાપવા માટે આપી શકશે.

(૩) PSUs (પી.એસ.યુ) સબ લીઝ દ્વારા આ જમીન પ્રોજેક્ટ ડેવલપરને આપી શકશે આ રીતે આપવામાં આવેલ જમીન ઠરાવ તારીખથી ૩૦ વર્ષ પછી ઊર્જા અને પેટ્રોકેમિકલ્સ વિભાગે ભાડાપટ્ટે ફાળવેલ જમીન વિના અવેજે, તમામ પ્રકારના બોજા મુક્ત તથા દબાણ રહિત મહેસૂલ વિભાગને પરત કરવાની રહેશે.

(૪) PSUs (પી.એસ.યુ) જ્યારે આ જમીન પ્રોજેક્ટ ડેવલપરને સબલીઝ આપશે તે સંજોગોમાં પ્રોજેક્ટ ડેવલપરની પસંદગી ટેન્ડરીંગ પ્રોસેસ દ્વારા કરશે તથા પ્રોજેક્ટ ડેવલપર આ અંગેનો વાર્ષિક અહેવાલ ઊર્જા અને પેટ્રોકેમિકલ્સ વિભાગને તથા કલેક્ટરશ્રીને રજુ કરશે

(૫) સબલીઝનું ભાડુ પ્રતિ હેક્ટર રૂ.૧૫,૦૦૦/- તથા ઇતર વેરા વિગેરે જમીનનો કબજો સોંપ્યા તારીખથી સરકારમાં જમા કરાવવાના રહેશે. ત્યારબાદ દર ત્રણ વર્ષે ૧૫% ના દરે ભાડામાં વધારો કરવામાં આવશે. પ્રોજેક્ટ ડેવલપરે વાર્ષિક ભાડુ તથા ઇતરવેરા વિગેરે અગાઉથી જમા કરાવવાના રહેશે. નિયત તરીખથી ૯૦ દિવસની મુદત પછી ૧૨% લેખે સાદુ વ્યાજ લેવામાં આવશે. ડેવલપર વ્યાજ સહિતનું ભાડુ ૨૪ માસમાં જમા કરાવવામાં નિષ્ફળ જાય તો તેને ફાળવેલ ભાડાપટ્ટો રદ કરીને જમીન સરકાર હસ્તક પરત લેવામાં આવશે. (વિભાગના તા.૨૫-૦૧-૨૦૧૯ના વિન્ડ/સોલાર/વિન્ડ-સોલાર ફાઇબ્રીડ પાર્ક માટે સરકારી પડતર જમીન ફાળવવાની નીતિના ઠરાવની જોગવાઈ મુજબ)

(૬) કોમન ફેસિલીટી, સર્વિસ સેન્ટર્સ, અન્ય માળખાકીય સુવિધા, રસ્તા વગેરે માટે વપરાતી જમીનોનું ભાડું પણ ઉપર મુજબ ભરપાઇ કરવાનું રહેશે.

(૭) ૨ વર્ષના અંતે ભાડાપટ્ટે ફાળવેલ જમીન પર પ્રોજેક્ટ ની ૧૦૦% ક્ષમતા ઉભી કરવાની રહેશે અને તે સંબંધમાં ૨ વર્ષના અંતે સમીક્ષા કરવામાં આવશે.

(૮) GETCO ના હયાત સબ સ્ટેશનોની નજીક ઉપલબ્ધ જમીનો પર SECI/MNRE કે અન્ય સરકારી એજન્સીએ નિયત કરેલ નોર્મ્સ મુજબ સોલાર પ્રોજેક્ટ સ્થાપવાનો રહેશે.

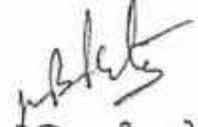
(૯) પ્રોજેક્ટ ડેવલપરની પસંદગી અંગેના માપદંડો, લાયકાતો તથા સબ લીઝના ભાડા કરારની શરતો ઊર્જા અને પેટ્રોકેમિકલ્સ વિભાગે નિયત કરવાના રહેશે.

(૧૦) કબજો સોંપતી વેળાએ પ્રોજેક્ટ ડેવલપર, કલેક્ટર અને PSUs (પી.એસ.યુ) વચ્ચે ત્રિપક્ષિય કરાર કરવાના રહેશે. તથા તે સમયે પ્રોજેક્ટ ડેવલપરે, જમીનના ૧ વર્ષના ભાડા જેટલી રકમ અનામત (ડીપોઝીટ) સ્વરૂપે મુકવાની રહેશે તથા ૧% સર્વિસ ચાર્જ અને આવશ્યક સ્ટેમ્પ ડ્યુટી ભરવાની રહેશે. અનામત સ્વરૂપે મુકવામાં આવેલ રકમ ભાડાપટ્ટની મુદત પૂર્ણ થયા બાદ સરકારે વસુલ લેવાની થતી રકમ વસુલ લીધા બાદ પરત ચુકવવાની રહેશે.



(૧૧) સદરહુ નીતિ અંતર્ગત ૪૦ મે.વો. સુધીના સોલાર પ્રોજેક્ટ સ્થાપવા અંગે ઊર્જા અને પેટ્રોકેમિકલ્સ વિભાગ હસ્તકના PSUs (પી.એસ.યુ) જે તે જિલ્લાના સંબંધિત કલેક્ટરશ્રીને જમીન ફાળવવા દરખાસ્ત કરશે. કલેક્ટરશ્રીઓને આ નીતિની જોગવાઈઓ અનુસાર જમીન ફાળવણી કરવાની સત્તા આપવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

  
(મૌલિક બી. પટેલ)  
સેક્શન અધિકારી  
મહેસુલ વિભાગ

પ્રતિ,

- માન. રાજ્યપાલશ્રીના સચિવશ્રી, રાજભવન, ગાંધીનગર.
- માન. મુખ્યમંત્રીશ્રીના અગ્ર સચિવશ્રી, સચિવાલય, ગાંધીનગર.
- માન. નાયબ મુખ્યમંત્રીશ્રી (નાણાં)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર.
- માન. મંત્રીશ્રી(મહેસુલ)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર.
- માન. મંત્રીશ્રી(ઊર્જા)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર.
- માન. રા.ક. મંત્રીશ્રી(ઊર્જા)ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર.
- અધિક મુખ્ય સચિવશ્રી, નાણાં
- વિભાગના રહસ્ય સચિવશ્રી, સચિવાલય, ગાંધીનગર.
- અગ્ર સચિવશ્રી, ઊર્જા અને પેટ્રોકેમિકલ્સ વિભાગના રહસ્ય સચિવશ્રી, સચિવાલય, ગાંધીનગર.
- કમિશ્નરશ્રી, જમીન સુધારણા અને સચિવશ્રીના રહસ્ય સચિવશ્રી, મહેસુલ વિભાગ, સચિવાલય, ગાંધીનગર.
- મહેસુલ તપાસણી કમિશ્નરશ્રીના રહસ્ય સચિવશ્રી, સચિવાલય, ગાંધીનગર.
- સર્વે કલેક્ટરશ્રી,
- નાણા સલાહકારશ્રી(મહેસુલ), નાણાં વિભાગ, સચિવાલય, ગાંધીનગર.
- સર્વે સંયુક્ત સચિવશ્રી/નાયબ સચિવશ્રી/ ઉપ સચિવશ્રી, મહેસુલ વિભાગ, સચિવાલય, ગાંધીનગર.
- અ.૧,અ, ગ, ક તથા લ-શાખા મહેસુલ વિભાગ, સચિવાલય, ગાંધીનગર.
- નાયબ સેક્શન અધિકારી સિલેક્ટ ફાઇલ
- શાખા સિલેક્ટ ફાઇલ









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GSJCL

**GUJARAT STATE ELECTRICITY CORPORATION LIMITED**

Vidyut Bhavan, Race Course, Vadodara, India - 390007, Ph. 91-265-6612010/11, Fax: 91-265-2314019  
e-mail: cs.gsecl@gsecl.com Website: www.gsecl.in  
CIN : U40100GJ19935GCO19988

EXTRACT OF THE HUNDRED AND SIXTY THIRD MEETING OF THE BOARD OF DIRECTORS OF GUJARAT STATE ELECTRICITY CORPORATION LIMITED HELD ON THURSDAY, THE 11TH JULY, 2019 AT 11:30 A. M. AT CONFERENCE ROOM, BLOCK NO 5/5, E & P DEPTT, GANDHINAGAR AND IT WAS CONCLUDED AT 2.00 P. M.

163.16.5288. TO CONSIDER ACCORDING AN APPROVAL FOR DEVELOPMENT OF 2500MW GRID CONNECTED SOLAR PV PROJECTS AROUND EXISTING SUBSTATION OF GETCO BY ACQUIRING GOVERNMENT WASTELAND OF ABOUT 5038 HA IN THE STATE OF GUJARAT AND TO INVITE EPC BID IN PHASE MANNER & SIGNING OF PPA WITH GUVNL.

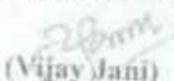
"RESOLVED THAT the approval be and is hereby accorded for:

- (1) Development of 2500 MW grid connected Solar PV projects around existing substation of GETCO by acquiring Government Wasteland of about 5038 Ha in the vicinity of GETCO s/s in the state of Gujarat.
- (2) Invitation of Bid for EPC contract up to 2500 MW Grid Connected Solar PV project in phase manner for "*Design, engineering, supply & procurement, construction, erection, testing, commissioning, operation & maintenance of Grid Connected Solar PV project*" at various locations around existing sub-stations of GETCO in the state of Gujarat and finalize the EPC Contractor through reverse auction process.
- (3) Signing of PPA with GUVNL on cost plus mechanism.

"RESOLVED FURTHER THAT Managing Director/ Executive Director (Gen.) / CE (P&P) of the Company be and are hereby authorised taking further necessary action of finalizing tender terms & conditions, opening of price bid, e-reverse auction and finalizing of successful bidder for EPC contract and Executive Director (Gen) / G.M. (F&A) / C.E. (P &P) of the Company be and are hereby authorised to sign PPA with GUVNL for the said projects".

CERTIFIED TRUE COPY  
For GUJARAT STATE ELECTRICITY CORPN. LTD.

Place: Vadodara  
Date: 01/08/2019

  
(Vijay Jani)  
Company Secretary



# GUJARAT URJA VIKAS NIGAM LIMITED

Sardar Patel Vidyut Bhavan, Second Floor, Commerce Dept, Race Course, Vadodara - 390007  
Phone (0265) 2340289(Direct) Fax (0265) 2344543, 2337918, 2338164  
PBX (0265) 2310582-88 (Ext) 3221 Web gseb.com  
Corporate Identity No. CIN U40109GJ2004SGC045195

Annexure-D

Ref. No. GM / IPP / 401

Date: 20-06-2020

To,  
Shri Y.D. Brahmhatt  
Chief Engineer (P&P)  
Gujarat State Electricity Corporation Ltd  
Vidhyut Bhavan, Race Course,  
Vadodara - 390 007

Fax No.: 0265 2341588

Sub: "In Principle" approval for procurement of power from 2500 MW Solar Capacity to be developed by GSECL on Government Wastelands in the vicinity of existing Sub-stations of GETCO.

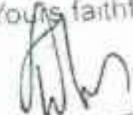
Sir,

This has reference to Government of Gujarat, Revenue Department's GR dated 07.03.2019 notifying the scheme for allotment of Government Waste Land for development of Solar Projects and Energy & Petrochemicals Dept's GR dated 16.08.2019 resolving that GSECL shall develop 2500 MW Solar Capacity in the above scheme in coming years at estimated project cost of Rs 4 Crs / MW out of which 50% amount will be extended by State Government as capital subsidy to GSECL. Further, vide letter dated 21.11.2019, GSECL has sought GUVNL's "In-Principle" approval for executing PPAs for procurement of power under the above scheme.

In this regard, GUVNL hereby grants "In-Principle" approval to sign PPAs with GSECL for purchase of power from upto 2500 MW Solar Capacity to be developed on Government Wasteland in the vicinity of GETCO's sub-stations through competitive bidding process under the above referred GR's of State Government, subject to approval of GERC and subject to approval of capital grant by State Government to GSECL.

Thanking You.

Yours faithfully,

  
(Sailaja Vachhrajani)  
General Manager (IPP)

22/06  
To SECL  
for n-a.

23/06

Slm VES  
11/06/20 as discussed  
with CE (P&P) mmt/2016  
To VES n-a  
23/06/20





## GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Vidyut Bhavan, Race Course, Vadodara, India – 390007. Ph. 91-265-6612133, Fax: 91-265-2341588  
e-mail: cepnp.gsecl@gmail.com Website: www.gsecl.in  
CIN: U40100GJ19935GC019988

GSECL/ PP/RE-Cell /30 MW Solar/Chandarva/ 907

Date: 16.10.2020

By Speed Post

E -mail: [yepul.jain@tatapowersolar.com](mailto:yepul.jain@tatapowersolar.com)

To,

M/s Tata Power Solar Systems Ltd.,  
78 Electronics City Phase-I,  
Hosur Road, Bengaluru – 560 100

**Sub:** Detailed Supply Order for "Design, Engineering, Supply & Procurement of 30MW solar photovoltaic grid connected power plant at Chandarva, Dist: Botad in the state of Gujarat."

- Ref:** (1) Tender No. GSECL/ PP/ RE & BD/ 185 MW SolarPV Dtd 01.02.2020  
(2) Addendum 01 dtd 26.02.2020  
(3) TPSSL Financial Proposal dtd: 17.04.2020  
(4) LOI ref no.: GSECL/PP/RE & BD/ 185 MW/ Chandarva 30 MW/ 553 Dtd 01.07.2020  
(5) Your email letter Ref: No: LOI/GSECL185/Chandarva 30MW Dtd 04.07.2020

Dear Sir,

With reference to GSECL tender, your techno commercial offer, subsequent correspondences & discussions, Letter of Intent referred at ref (4) and Tata Power Solar System Ltd (TPSSL) acceptance thereof referred at (5), Gujarat State Electricity Corporation Limited (GSECL) is pleased to award this 'detailed supply order' for Design, Engineering, Supply & Procurement, of 30MW solar photovoltaic grid connected power plant at Chandarva, Dist: Botad in the state of Gujarat, (including unloading & storage of all materials supplied at site) at a total price of Rs 112,00,48,229/- (inclusive of all taxes and Duties) (Rupees One Hundred Twelve Crore Forty Eight Thousand Two Hundred Twenty Nine Only) for 30 MW Solar Photovoltaic (PV) Grid-Connected Power Plant at Chandarva, Dist: Botad. The rates are inclusive of freight, transportation and all duties and taxes.

TPSSL shall further provide guarantee and be responsible for the quality and workmanship of all materials for correct designs and drawings, and correct delivery of material F.O.R site at .

### 1. General

- 1.1 The General terms and conditions as well as the Special Terms and Conditions of the tenders are complimentary to each other and wherever there is a conflict, the special terms and conditions shall prevail.
- 1.2 Any clauses / conditions or terms in your offer and / or acknowledgement letter, which is repugnant to or inconsistent with the terms here to shall be void and of no force and effect unless specifically approved and expressly modified / amended by GSECL. TPSSL will also be deemed to be fully aware of the GSECL's "General Terms and Conditions and special terms and conditions of Tender documents" which forms part of this Order and any ignorance of the conditions will not exempt TPSSL from the liabilities to abide by the same.
- 1.3 TPSSL shall take necessary and adequate safety measures including issue and use of personal protective equipment and precautions during loading/unloading of material at



site to avoid any accident, which may cause damage to any equipment/material or injury to workmen. GSECL shall not be responsible for any such accidents.

## **2 SCOPE OF SUPPLY**

- 2.1 It is not the intent to list out complete scope of supply hereunder. However, the broad scope of supply shall include but not limited to the following.
- 2.2 The scope shall cover design, engineering, manufacture/procure, supply, Inspection and testing at manufacturer's works, Packing & Forwarding, transit insurance and delivery F.O.R. Chandarva Site including, transportation of complete 30 MW Solar Photovoltaic(PV) Grid-Connected Power Plant inclusive of essential & startup commissioning spares, maintenance tools & tackles, consumables, freight and all taxes and duties etc. in accordance with Terms & conditions and specifications of Tender and General Terms and Conditions & special terms and condition of GSECL as per the Tender.
- 2.3 All materials shall be of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as may be specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant Bureau of Indian Standard (BIS) specification wherever Indian specifications apply or British Standard (BS) or International Electro-technical Commission (IEC) or internationally accepted standard.
- 2.4 All materials supply shall be in line with specifications mentioned in Tender.

## **3.0. PRICE**

- 3.1 The total firm price for the complete scope of supplies etc. as per clause No. 2 shall be as per schedule of prices and total amount not exceeding of Rs 112,00,48,229/- (inclusive of all taxes and Duties) (Rupees One Hundred Twelve Crores Forty Eight Thousand Two Hundred Twenty Nine Only) inclusive of all taxes & duties.
- 3.2 Prices offered are firm till execution and completion of complete contract irrespective of completion period stipulated herein.
- 3.3 Prices are inclusive of packing, forwarding, freight, transit insurance.
- 3.4 The Prices are subject to statutory variations (against documentary evidence).
- 3.5 Variation on account of exchange rate will not be payable. No statutory variation shall be payable by GSECL on the input items. i.e. raw materials etc.

## **4.0 Inter-changeability**

All the parts shall be made accurately to standard gauges and specifications so as to facilitate replacement and repairs. All corresponding parts of similar apparatus shall be inter-changeable.

## **5.0 STATUTORY VARIATION**

- 5.1 **Statutory variations** in the tax shall be permitted as under:

### **(A) Statutory variations during original contractual completion period :**

- (i) If any increase takes place in taxes and duties due to statutory variation (including safeguard Duty for PV modules only), then GSECL shall admit the same on production of documentary evidences.
- (ii) If any decrease takes place in taxes and duties due to statutory variation (including safeguard Duty for PV modules only), the same shall be passed on to GSECL or GSECL shall admit the decreased rate of taxes and duties while making the payment.
- (iii) In case of imposition/continuation of safeguard duty on PV modules post 31<sup>st</sup> July 2020, then GSECL shall admit the same on production of documentary evidences.



**(B) Statutory variations beyond original contractual completion period :**

- (i) If reasons for extension of contractual completion period is attributable solely to GSECL, the provisions of (A) (i) above shall apply.
- (ii) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GSECL or GSECL shall admit the decreased rate of taxes and duties while making the payment.

5.2 Variation on account of exchange rate will not be payable. No statutory variation shall be payable by GSECL on the input items. i.e. raw materials etc.

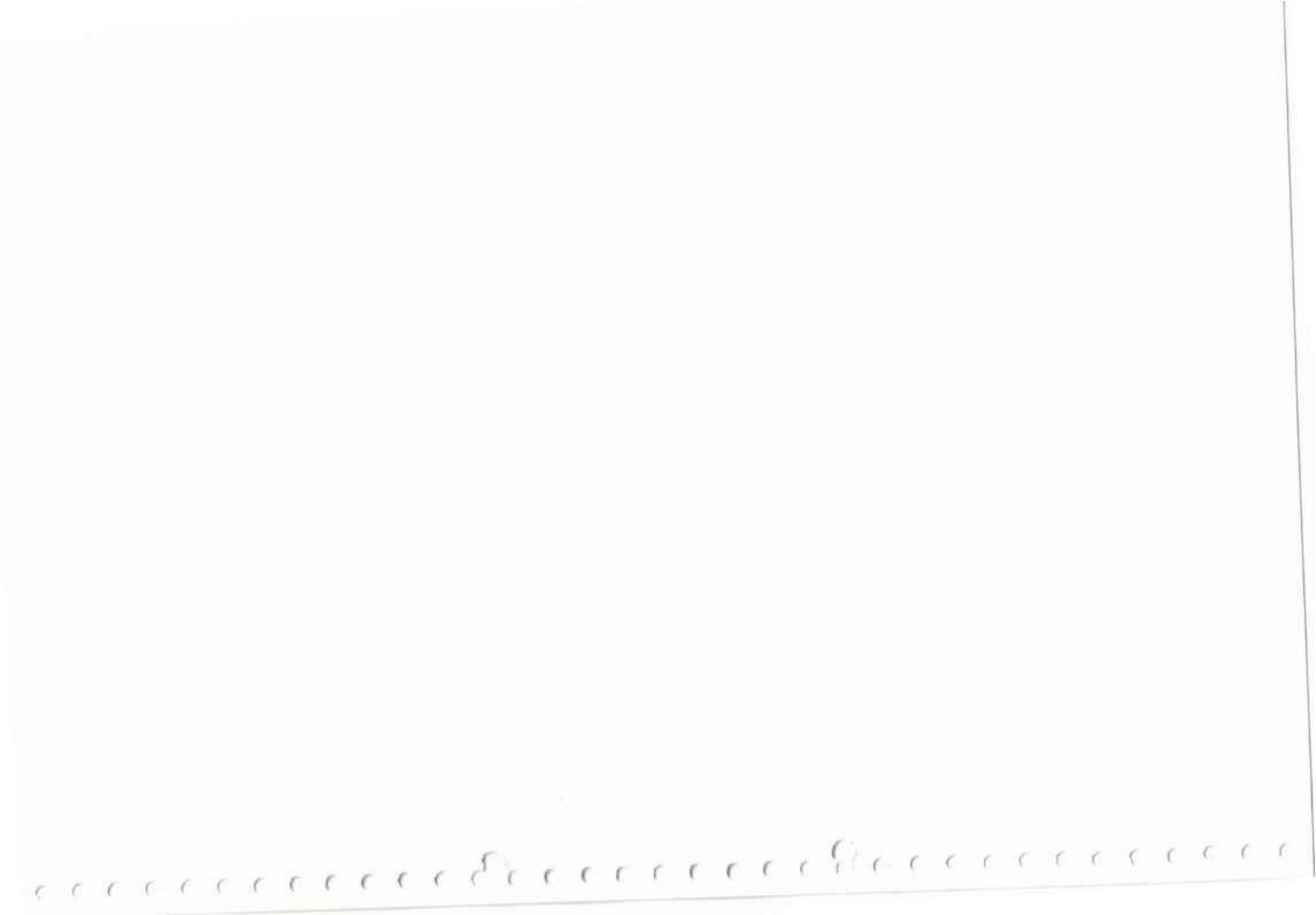
**6 TERMS OF PAYMENT**

6.1 The Company shall pay the TPSSL in the following manner for supply of material and at the following time for achieving the respective milestones for the Supply.

Sr. No	Payment Milestones for Supply	
1.	Advance Payment (5% of Supply Price excluding taxes & duties) against : (i) Acceptance of Lol (ii) Submission of Advance Bank Guarantee of equivalent amount (iii) Submission of Performance Bank Guarantee (validity as per clause no 3.11.6 (1) of tender ) -10% of the total EPC Contract Price Interest free Advance shall be given	5% of Supply Price (Excluding Taxes and duties.)
2.	Supply and receipt of PV modules at site on pro-rata basis for each 1MWp PV module consignment.	40%of Supply Price
3.	Completion of Erection of MMS Column Post including civil Foundation of each 5MWp on pro-rata basis.	10% of Supply Price
4.	Erection of PV Modules on prorata basis, for each 5 MW (AC) pro-rata basis	10% of Supply Price
5.	Supply of BOS on each 5 MW (AC) Block on Pro rata basis.	10 % of Supply Price
6	Upon achieving Commissioning of the Plant with GEDA / GUVNL Completion of Erection & installation of each 5MW Block	10% of Supply Price
7	Upon Completion of Successful Performance and Operational Acceptance Test	10% of Supply Price
8	Upon Completion of the Facilities of the project.	5%of Supply Price

**Notes**

- 1. Bank Guarantee against mobilization/ Advance shall be submitted for initial validity of 12 (Twelve) months and shall be extended till adjustment of the entire amount.
- 2. The TPSSL shall submit all the invoices related Project to, The Chief Engineer (Generation), Gandhinagar TPS, with copy to Chief Engineer (P&P), Corporate Office, GSECL, Vadodara. All material shall be consigned to Chief Engineer (Generation), Gandhinagar TPS.
- 3. Advance shall be adjusted from subsequent bills on pro rata basis.
- 4. While making payment for each invoice, amount GST and applicable cess will be kept under retention till submission of documentary proof of payment of GST or till reflection of payment of GST pertains to respective bill in GST return for concern Invoice after due verification.



- 6.2 Subject to any deduction which the Company may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, the TPSSL shall be entitled to payment as follows:
- a. All payments shall be made in Indian Rupees, unless otherwise specified in the Lol/Contract Agreement. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works.
  - b. The TPSSL shall submit the bill / invoice for the work executed showing separately GST and any other statutory levies in the bill / invoice.
  - c. All taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force.
  - d. Payment shall be released by the Sr. Accounts Officer/ Accounts Officer, GSECL CO, through RTGS/NEFT.

## **7 INSURANCE**

- 7.1 During the construction period, i.e. before the Commissioning of the Project, all insurance related expenses shall be borne by the TPSSL. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, theft, natural or other disaster, etc. in such a manner that the Company shall not incur any financial loss, as long as the construction of the Project continues to remain under the custody of the TPSSL.
- 7.2 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the TPSSL shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the TPSSL.
- 7.3 The TPSSL shall arrange to supply/ rectify/ recover the materials even if the claim is unsettled for timely completion of the Project. The final financial settlement with the insurance company shall be rested upon the TPSSL.
- 7.4 In case of any delay of the Project attributable to the TPSSL, the TPSSL himself in consultation with the Company should take the extension of insurance. Any financial implications shall, however, be borne by the TPSSL.
- 7.5 The TPSSL shall arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The TPSSL shall also undertake a Third Party Insurance. The Company shall not be responsible for any such loss or mishap.
- 7.6 At the end of the term of insurance undertaken by the TPSSL, the TPSSL shall provide all the necessary documents to the satisfaction of the Company in order to enable the Company to take up the insurance of the Plant.

## **8 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE**

- 8.1 You have submitted BG no OGT0008200044969 DTD 24.07.2020 amounting Rs. 129,400,626/- (Rs Twelve Crores Ninety Four Lakh Six Hundred Twenty six only) which is valid till 30.09.2022 with 12 months claim period i.e. till 30.09.2023
- 8.2 In case of delay in demonstration of the PG test, the SD/PBG will have to be Extended up to 3 months beyond the due date for completion of PG test and shall continue till next one (1) year.
- 8.3 SD/PBG shall be returned only after successful Performance Guarantee Test/ Final Acceptance Test.

## **9. COMPLETION PERIOD:**

- 9.1 The issue Date of Lol is the date for NTP (Notice to proceed).
- 9.2 The Zero Date is 01.07.2020 i.e date of NTP.



- 9.3 The time of completion and Commissioning of the Plant is 11 months from date of NTP (Notice to proceed) i.e. 11 months from 01.07.2020. Hence, completion date shall be 31.05.2021

## **10 DEGRADATION OF SOLAR MODULES:**

- 10.1 The TPSSL should warranty for the output of each Solar Module(s) for at least 90% of its actual rated capacity at Standard Testing Condition after initial 10 years and 80% of its rated capacity after 25 years upon commissioning of the Plant.
- 10.2 The derating of module should not be more than 1% in any year except for the first Year of operation.  
For the first year of operation derating of module is limited as under :
- (a) For Poly Crystalline up to 2.5%
  - (b) For Mono up to 3%
- 10.3 If, Module(s) fail(s) to exhibit such power output, the TPSSL will either:
- a. Deliver additional PV Module(s) to replace the loss of power output with no change in area of land used;  
<or>
  - b. Repair or replace the existing PV Module(s) with no change in area of land used;  
<or>
  - c. Compensate GSECL with an amount equivalent to the loss of revenue from the date of audit to 25th years which shall be calculated based on Net Present Value of amount of loss of revenues from the date of audit to 25th years discounted at the rate of GSECL's cost of capital.
- 10.4 The Company will specifically do the audit of solar PV module by third-party at any point of the operation period and in case the TPSSL fails to demonstrate the value as per the maximum deration allowed then, the TPSSL shall compensate as per the Clause no.10.3

## **11 GUARANTEE/WARRANTEE & PERFORMANCE PERIOD.**

- 11.1 The Plant shall perform as per the Guaranteed Performance indicated by the TPSSL in its Financial Proposal.
- 11.2 PV modules used in grid connected solar power plants must be warranted for peak output power at Standard Testing Condition (STC), which shall not be less than 90% at the end of ten (10) years and not less than 80% at the end of twenty five (25) years. The first year degradation shall not be more than :
- (a) 2.5% for Poly crystalline
  - (b) 3% for Mono
- of the PV Module capacity and in subsequent years it shall not be more than 1% per annum.
- 11.3 The mechanical structures, electrical works, all plant equipment and components and overall workmanship of the grid solar power plants shall be warranted for a minimum of 5 years.
- 11.4 The TPSSL shall ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 11.5 The warranty / guarantee period shall be as follows:
- a. Solar PV Modules: Modules shall be warranted for a minimum period of 25 years in the party's detailed Warranty/ Guarantee certificate.
  - b. Inverters: Inverters shall be warranted for the guarantee period provided by the original equipment manufacturer.
  - c. Transformers, associated switchgear and others: TPSSL shall furnish in detail its warranties/ guarantees for these items.

.....  $\frac{1}{2}$  .....  $\frac{1}{2}$  .....

- 11.6 During the period of Warranty/ Guarantee the TPSSL shall remain liable to replace/ repair any defective parts, that becomes defective in the Plant, of its own manufacture or that of its Subcontractor, under the conditions provided for by the Contract under and arising solely from faulty design, materials or workmanship, provided such defective parts are not repairable at Site. After replacement the defective parts shall be returned to the TPSSLs works at the expense of the TPSSL unless otherwise arranged.
- 11.7 At the end of Guarantee period, the TPSSL's liability shall cease. In respect of goods not covered above, GSECL shall be entitled to the benefit of such Guarantee given to the TPSSL by the original TPSSL or manufacturer of such goods.
- 11.8 During the Operation and Maintenance and Guarantee period, the TPSSL shall be responsible for any defects in the work due to faulty workmanship or due to use of sub-standard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by the TPSSL without any extra cost to GSECL within a reasonable time as may be considered from the date of receipt of such intimation from GSECL failing which GSECL shall take up rectification work at the risk and cost of the TPSSL.
- 11.9 **Material Warranty:**  
Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than ten (10) years from the date of sale to the GSECL:
- Defects and/or failures due to manufacturing defects and/or failures due to materials, including PID defect
  - Non-conformity to specifications due to faulty manufacturing and/or inspection processes.

If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at GSECL's sole option.

(a) **Performance Warranty:**

The manufacturer should warrant the output of Solar Module(s) If, Module(s) fail(s) to exhibit such power output in prescribed time span, the TPSSL will either deliver additional PV Module(s) to replace the missing power output with no change in area of land used or repair or replace the PV Module(s) with no change in area of land used at GSECL's sole option. Total land available from GSECL is fixed and the TPSSL shall design the plant so that in this case he has enough space within this land to accommodate additional capacity.

11.10 **Bank Guarantee against PV module warranty or PV module insurance**

A) **Bank Guarantee:**

**Bank Guarantee against PV Modules Warranty:** TPSSL shall provide security in form of Bank Guarantee for an amount as specified in Clause No. 3.11.6 (iv) from the start date of O&M Period.

<Or>

B) **Insurance:** The PV module power output warranty as per the technical specification shall be insured and backed up through an insurance policy by a reputed insurance company which will cover against the PV module power output warranty in case of insolvency or bankruptcy of the PV module manufacturer. TPSSL shall submit a suitable insurance from Third Party.

**12 RELEASE OF PAYMENTS:**

Payment for a specific milestone shall be released within 30 days after submission of complete invoices along with all supporting documents.



### **13 BAR CHART/PERT CHART AND PROGRESS REPORT:**

The TPSSL shall provide full program of the supply in detail and delivery schedule along with work schedule thereto. Strict adherence and guaranteed delivery schedule mentioned in terms and conditions shall be the essence of the Contract and delivery schedule must be maintained.

### **14 APPROVAL OF DESIGNS/DRAWINGS**

- 14.1 The following procedure has to be followed for assessment and approval of designs, specifications and drawings during the course of the project: The TPSSL shall submit to the Company/Consultant the documents in hard copy and soft copy to both with proper reference and drawing numbers. The respective documents for selection, supply, installation, erection, commissioning of equipment/ structures have to be submitted at least 15 days in advance to the planned start of the activity as per the TPSSL's project schedule. The TPSSL shall submit documents as required for this project according to his design and specifications. The Company / Consultant (on behalf of the Company) will assess and approve the documents within 10 days of submission of documents; and only after the approval the TPSSL shall release the documents on site for execution. The documents shall be revised by the TPSSL as per instructions /comments given by the Company / Consultant (on behalf of the Company) if required, prior to execution. Subsequent revisions and the final version of the documents shall also be submitted in hard and soft copy to the Company and the Consultant. The TPSSL has to take into account the above mentioned process of revisions (if required) and adjust the preparation and delivery of the documents such that the overall planned project schedule is not affected.
- 14.2 The TPSSL has to submit all drawings, which are related to plant for approval and the TPSSL shall not claim any drawing as their intellectual property. Drawing which is developed for project will be the intellectual property of the Company.
- 14.3 The TPSSL shall submit a comprehensive project management schedule in the form of a Gantt chart CPM/PERT chart and shall be liable for abiding by the schedule.
- 14.4 The TPSSL shall submit a comprehensive maintenance schedule for operation and maintenance of the photovoltaic power plant along with checklists before commencement of work on site and shall be liable for abiding by the schedule. All construction, operation and maintenance procedures shall be carried out through appropriate relevant standards, regulations and labour laws.

### **15 INSPECTION & TESTING**

- 15.1 The Company or its authorized representative including appointed Consultant for the project shall have, at all times, access to the TPSSL's premises and also shall have the power to inspect and examine the materials and workmanship of project work during its manufacture, shop assembly and testing. If part of the plant is required to be manufactured in the premises other than the TPSSL's, the necessary permission for inspection shall be obtained by TPSSL on behalf of GSECL or its duly authorized representative.
- 15.2 GSECL shall have the right to serve notice in writing to TPSSL on any grounds of objections, which he may have in respect of the work. The TPSSL has to satisfy the objection, otherwise, the Company at his liberty may reject all or any component of plant or workmanship connected with such work.
- 15.3 The TPSSL shall issue request letter to GSECL or his authorized representative for testing of any component of the plant, which is ready for testing at least fifteen (15) days in advance from the date of actual date of testing at the premises of the TPSSL or elsewhere. When the inspection and the tests have been satisfactorily completed at the TPSSL works, GSECL shall issue a certificate to that effect. However, the Company at its own discretion may waive the inspection and testing in writing under very special circumstances. In such case, the TPSSL may proceed with the tests which shall be deemed to have been made in GSECL's presence, and it shall forthwith forward six (6) sets of duly certified copies of test results and certificates to the



- Company for approval of the Company. The TPSSL, on receipt of written acceptance from GSECL, may dispatch the equipment for erection and installation.
- 15.4 For all tests to be carried out, whether in the premises of the TPSSL or any Subcontractor or the supplier, the TPSSL, shall provide labour, materials, electricity, fuel, water, stores, apparatus and instruments etc. free of charge as may reasonably be demanded to carry out such tests of the plant in accordance with the Contract. The TPSSL shall provide all facilities to GSECL or its authorized representative to accomplish such testing.
- 15.5 The Company or his authorized representative shall have the right to carry out inward inspection of the items on delivery at the Site and if the items have been found to be not in line with the approved specifications, shall have the liberty to reject the same.
- 15.6 If the Company desires, testing of any component(s) of the plant be carried out by an independent agency, the inspection fee, if any, shall be paid by the Company. However, TPSSL shall render all necessary help to GSECL whenever required free of charge.
- 15.7 TPSSL has to provide the necessary testing reports to GSECL as and when required.
- 15.8 Neither the waiving of inspection nor acceptance after inspection by GSECL shall, in anyway, absolve TPSSL of the responsibility of supplying the plant and equipment strictly in accordance with specification and drawings etc.

## **16 DELIVERY OF MATERIAL AND EQUIPMENT:**

- 16.1 TPSSL shall deliver the equipment of the plant and machineries in accordance with the terms of the Contract at the time(s) to the place(s) and in the manner specified in the Contract. TPSSL shall comply with instructions that may be given by the Company from time to time regarding the transit of the plant and material.
- 16.2 Notification of delivery or dispatch in regard to each and every consignment shall be made to the Company immediately after dispatch or delivery from the manufacturing works. TPSSL shall supply to the consignee Invoice in triplicate and packing account of all stores delivered or dispatched by him.
- 16.3 In case of any occurrence of loss or damage in transit, it shall be the liability of TPSSL to initiate or pursue the claim with the Insurance company. It should take immediate steps to repair the damaged apparatus or replacement there to.

All the material and documents shall be consigned to:

Chief Engineer (G),GSECL  
Gandhinagar TPS,  
Gujarat.

## **17 Packing and Marking**

- 17.1 TPSSL shall be responsible for securely protecting and packing the plant and equipment as per prescribed standards in force to withstand the journey and ensuring safety of materials and also arrival of materials at destination in original condition and good for contemplated use. Packing case size and weight shall take into consideration the remoteness of the goods' final destination and absence of heavy material handling facilities at all points in transit.
- 17.2 Packing lists of materials shall be provided in each package to facilitate checking up of the contents at the destination.
- 17.3 In order to import any items, associated with the Project, from abroad or from any other state in India, TPSSL shall have to arrange any clearance, permission, if required at his own risk, from any Government (Government of State and Government of India) or any Government (Government of State and Government of India) controlled organization for transportation of materials from manufacturing shop to delivery at any site. Necessary certificates if so required shall be issued by GSECL within reasonable time after getting written request from TPSSL along with the



necessary documents substantiating necessity of such approvals. All packing material is the property of GSECL and shall be immediately deposited by TPSSL to GSECL's Store at Project Site.

## **18 FORCE MAJEURE**

- 18.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.
- 18.2 The term "Force Majeure" shall have herein mean riots (other than among the TPSSL's employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by TPSSL's negligence and other causes which TPSSL has no control and accepted as such by GSECL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.
- 18.3 Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 18.4 Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.
- 18.5 If works are suspended by Force Majeure conditions lasting for more than two (2) months, GSECL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 18.6 TPSSL shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

## **19.0 TERMINATION FOR DEFAULT**

- 19.1 The Company may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to TPSSL, terminate the Contract in whole or in part if TPSSL fails to deliver or execute any or all of the goods within the time period(s) under the Contract or any extension thereof granted by GSECL pursuant to the clause for Delay in Execution or Failure to Supply or, If TPSSL fails to perform any other obligations(s) under the Contract.
- 19.2 In the event GSECL terminates the Contract in whole or in part, pursuant to above, GSECL may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, TPSSL shall be liable to GSECL for any excess costs for such similar goods. However, TPSSL shall continue the performance of the Contract to the extent not terminated.
- 19.3 In case termination of the Contract due to default, TPSSL may be blacklisted by GSECL for future work.

## **20.0 RISK PURCHASE**

If TPSSL fails, on receipt of the Lol /NTP, to take up the work within a reasonable period or leave the work Site after partial execution of the work, GSECL shall have the liberty to get the work done through other agency at TPSSL's own risk and additional cost if any. If the situation, so warrants, to compel GSECL to cancel the Lol placed on TPSSL, it shall be liable to compensate the loss or damage, which GSECL may sustain due to reasons of failure on TPSSL's part to execute the work in time.

## **21.0 ARBITRATION**

- 21.1 All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with the Contract or

any matter arising out of or in relation thereto shall be reported to Gujarat Public Work Contract Dispute Arbitration Tribunal and provision of Gujarat Public Work Contract Disputes Arbitration and Tribunal Act 1996 shall be applied as updated from time to time.

- 21.2 TPSSL shall ensure that the work under this Contract shall continue during arbitration proceedings and dispute and no payments due from or payment by GSECL shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 21.3 The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

## **22. Court of Competent Jurisdiction**

The Courts of Vadodara for GSECL shall have exclusive jurisdiction in all matters arising under the Contract.

## **23. CONTRACT AGREEMENT**

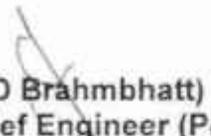
You will have to enter into a contract agreement on a stamp paper of Rs. 300/- as per standard Performa annexed as Appendix 19 of the Tender. The cost of the stamp paper and agreement shall be borne by TPSSL. The agreement shall be signed by authorized person of TPSSL with the common seal of TPSSL.

## **24. ACKNOWLEDGEMENT**

Please acknowledge the receipt of this order and convey your acceptance for the same. Please note that if TPSSL fails to acknowledge this order in token of acceptance within seven days' time from the date of receipt, you will be deemed to have accepted this order and terms and conditions set therein along with annexure/schedules attached.

Yours faithfully,

For & On behalf of Gujarat State Electricity Corporation Limited,

  
**(Y D Brahmbhatt)**  
**Chief Engineer (P&P)**  
**GSECL: CO: Vadodara**

Encl: (1) Price Schedule

Copy to:

- 1: GM (F&A) GSECL, C.O.Vadodara
- 2: Chief Engineer (G), GSECL, Gandhinagar TPS.
- 3: Superintending Engineer (Civil) GSECL, C.O.Vadodara



**Price Schedule**

Sub: Design, Engineering, Supply & Procurement, of 30 MW solar photovoltaic grid connected power plant at Chandarva, Dist: Botad in the State of Gujarat

**Schedule of Prices**

Sr. No.	Particular	Basic price	Freight and Transportation	GST @ 8.9%	Final Rate (Including GST) (Rs.)
1	Supply of PV Modules	70,49,13,969	Inclusive	6,27,37,343	76,76,51,312
2	Supply of Inverters	3,54,15,270	Inclusive	31,51,959	3,85,67,229
3	Supply of MMS	11,57,80,723	Inclusive	1,03,04,484	12,60,85,207
4	Supply of Civil items	Inclusive	Inclusive	Inclusive	Inclusive
5	Supply of Balance of System includes all equipment, materials, spares, accessories, etc. excluding 1 & 4 above.	17,24,00,809	Inclusive	1,53,43,672	18,77,44,481
	<b>Total: Rupees One Hundred Twelve Crores Forty Eight Thousand Two Hundred Twenty Nine only</b>				<b>112,00,48,229/-</b>

  
 ( Y.D. Brahmbhatt )  
 Chief Engineer (P&P)  
 GSECL: CO: Vadodara





## **GUJARAT STATE ELECTRICITY CORPORATION LIMITED**

Vidyut Bhavan, Race Course, Vadodara, India – 390007. Ph. 91-265-6612133, Fax: 91-265-2341588

e-mail: [cepn.gsecl@gmail.com](mailto:cepn.gsecl@gmail.com) Website: [www.gsecl.in](http://www.gsecl.in)

CIN: U40100GJ1993SGC019988

GSECL/ PP/RE-Cell /30 MW Solar/Chandarva/1908

Date: 16.10.2020

By Speed Post

E -mail: [vepul.jain@tatapowersolar.com](mailto:vepul.jain@tatapowersolar.com)

To,

M/s Tata Power Solar Systems Ltd.,  
78 Electronics City Phase-I,  
Hosur Road, Bengaluru – 560 100.

**Sub:** Detailed Work Order for "Design, Engineering, Construction, Testing, Commissioning and Civil works of 30MW solar photovoltaic grid connected power plant at Chandarva, Dist: Botad in the state of Gujarat."

- Ref:** (1) Tender No. GSECL/ PP/ RE & BD/ 185 MW SolarPV Dtd 01.02.19  
(2) Addendum 01 dtd 26.02.2020  
(3) TPSSL Financial Proposal dtd: 17.04.2020  
(4) LOI ref no.: GSECL/PP/RE & BD/ 185 MW/ Chandarva 30 MW/ 553 Dtd 01.07.2020  
(5) Your email letter Ref: No: LOI/GSECL185/Chandarva 30MW Dtd 04.07.2020

Dear Sir,

With reference to GSECL tender, your techno commercial offer, subsequent correspondences & discussions, Letter of Intent referred at ref (4) and Tata Power Solar Systems Ltd (TPSSL) acceptance thereof referred at (5), Gujarat State Electricity Corporation Limited (GSECL) is pleased to award this 'detailed work order' for Design, Engineering, Erection, Testing & Commissioning and civil works (including unloading & storage of all materials supplied at site) at a total price of Rs. 17,39,58,034/- (inclusive of all taxes and Duties) (Rupees Seventeen Crores Thirty Nine Lakh Fifty Eight Thousand Thirty Four only) for 30 MW Solar Photovoltaic (PV) Grid-Connected Power Plant at Chandarva, Dist: Botad. The rates are inclusive of all duties and taxes.

TPSSL shall provide guarantee and be entirely responsible for the execution of the Contract in accordance with the specification, schedules, Quality plans, relevant standards and various annexures of Tender.

TPSSL shall further provide guarantee and be responsible for the quality and workmanship of all executed works for correct designs and drawings, implementation as per relevant standards, erection, testing and commissioning of all plants and equipment's.

### **1 General**

- 1.1 The General terms and conditions as well as the Special Terms and Conditions of the tenders are complimentary to each other and wherever there is a conflict, the special terms and conditions shall prevail.
- 1.2 Any clauses / conditions or terms in your offer and / or acknowledgement letter, which is repugnant to or inconsistent with the terms here to shall be void and of no force and effect unless specifically approved and expressly modified / amended by GSECL. TPSSL will also be deemed to be fully aware of the GSECL's "General Terms and



Conditions and special terms and conditions of Tender documents "which forms part of this Order and any ignorance of the conditions will not exempt TPSSL from the liabilities to abide by the same.

- 1.3 TPSSL shall take necessary and adequate safety measures including issue and use of personal protective equipment and precautions during work to avoid any accident, which may cause damage to any equipment/material or injury to workmen. GSECL shall not be responsible for any such accidents.

## **2 Scope**

It is not the intent to list out complete scope of works here under. The detail scope will be as per clause 5.0 and will be governed by clause 6.0 and 7.0 and various clauses and sub clauses of Tender. However, the broad scope of works shall include but not limited to the following.

### **2.1 Erection, Testing & Commissioning:**

The scope shall include design, engineering, construction of all necessary civil/structural/ architectural works, erection/installation including unloading, storage and handling of materials, equipment's etc. supplied by the supplier at site, site testing, commissioning, trial run, performance and guarantee tests and other services including co-ordination with supply TPSSL, engineering and project management related to the equipment/systems comprising 30 MW grid-connected solar photovoltaic power plant, commissioning and evacuation of power into the GETCO's 66 kV Chandarva substation through construction, erection, testing and commissioning of complete 66 KV bay along with bus bar extension in respective substations, as per GETCO guidelines, with the guaranteed plant performance in the form of guaranteed CUF as specified hereinafter in schedule 2 and in accordance with the requirements, conditions, appendices, drawings etc. of Tender and General Terms and Conditions as well as special terms and conditions of GSECL tender. Generation from solar PV plant shall be terminated 66 KV GETCO S/s at Chandarva, through 66 KV U/g cable or overhead line, which must be GETCO approved Cable or AL conductor of suitable rating as per current carrying capacity, fault level and voltage drop selection criteria

- 2.1.1 The evacuation voltage shall be at 66 KV AC (three phase) wherein evacuating point cum metering point shall be installed at 66KV Chandarva substation of GETCO.
- 2.1.2 ABT Meters to measure net power evacuation shall be installed at 66 KV Chandarva substation of GETCO as per GETCO Guidelines.

## **3 Price**

The total firm price for all the erection, testing and commissioning works covered under the scope of works as per clause No. 2 shall be as per schedule of prices and total amount not exceeding 17,39,58,034/- (inclusive of all taxes and Duties) (Rupees Seventeen Crores Thirty Nine Lakh Fifty Eight Thousand Thirty Four only) inclusive of all Taxes and Duties. Prices offered are firm till execution and completion of complete contract irrespective of completion period stipulated herein and is without any price adjustment.

## **4. Taxes And Duties**

Prices are firm and inclusive of all taxes and duties.



## 5. Statutory Variation

5.1 Statutory variations in the tax shall be permitted as under:

(A) Statutory variations during original contractual completion period :

- (i) If any increase takes place in taxes and duties due to statutory variation (including safeguard Duty for PV modules only), then GSECL shall admit the same on production of documentary evidences.
- (ii) If any decrease takes place in taxes and duties due to statutory variation (including safeguard Duty for PV modules only), the same shall be passed on to GSECL or GSECL shall admit the decreased rate of taxes and duties while making the payment.
- (iii) In case of imposition/continuation of safeguard duty on PV modules post 31<sup>st</sup> July 2020, then GSECL shall admit the same on production of documentary evidences.

(B) Statutory variations beyond original contractual completion period :

- (i) If reasons for extension of contractual completion period is attributable solely to GSECL, the provisions of (A) (i) above shall apply.
- (ii) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GSECL or GSECL shall admit the decreased rate of taxes and duties while making the payment.

5.2 Variation on account of exchange rate will not be payable. No statutory variation shall be payable by GSECL on the input items, i.e. raw materials etc.

## 6. Terms Of Payment:

GSECL shall pay to TPSSL in the following manner for Erection, Testing and Commissioning against achieving the respective milestones of ETC.

Sr. no	Milestone for Works	Mile stone as per tender
1	Mobilization Advance Payment: Interest free 5 % of works price Against mobilization at site and submission of BG of equivalent amount	5% of Contract Value of Works
2	On completion of soil investigation and Topo survey & Finalization of MMS pile design.	5 % contract value of works
3	Against monthly RA bills for the Works executed at site	60 % of Contract Value of Works
4	Upon Successful Commissioning of the entire Project Against PV Module Bank Guarantee (if PV Module insurance is not available).	10 % of Contract Value of Works
5	Upon Successful OAT	20 % of Contract Value of Works
<b>Total</b>		<b>100%</b>

### Notes

1. Bank Guarantee against mobilization/ Advance shall be submitted for initial validity of 12 (Twelve) months and shall be extended till adjustment of the entire amount.
2. All works shall be considered for payment on pro-rata basis of payment milestones as per approved billing break up to be approved after award of contract.
3. TPSSL shall submit all the invoices related to Project to The Chief Engineer (Generation), Gandhinagar TPS with copy to Chief Engineer (P&P), Corporate Office,



GSECL, Vadodara. All material shall be consigned to Chief Engineer (Generation), Gandhinagar TPS.

4. The payment for works shall be released on monthly basis.
5. Mobilization Advance Payment shall be adjusted in monthly RA bills on pro-rata basis.
6. For payment against Milestone 3 of works, the joint recording of work done at site shall be attached with the invoices.
7. While making payment for each invoice, amount GST and applicable cess will be kept under retention till submission of documentary proof of payment of GST or till reflection of payment of GST pertains to respective bill in GST return for concern Invoice after due verification.
8. Subject to any deduction which the Company may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, TPSSL shall be entitled to payment as follows:
  - a. All payments shall be made in Indian Rupees, unless otherwise specified in the Lol /Contract Agreement. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of works.
  - b. TPSSL shall submit the bill / invoice for the work executed showing separately applicable GST and any other statutory levies in the bill / invoice.
  - c. All taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force.
  - d. Payment shall be made by AO(Cash), GSECL CO, Vadodara by RTGS/NEFT.

## **7 Insurance**

- 7.1 During the construction period, i.e. before the Commissioning of the Project, all insurance related expenses shall be borne by TPSSL. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, theft, natural or other disaster, etc. in such a manner that the Company shall not incur any financial loss, as long as the construction of the Project continues to remain under the custody of TPSSL.
- 7.2 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance TPSSL shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of TPSSL.
- 7.3 TPSSL shall arrange to supply/ rectify/ recover the materials even if the claim is unsettled for timely completion of the Project. The final financial settlement with the insurance company shall be rested upon TPSSL.
- 7.4 In case of any delay of the Project attributable to TPSSL, TPSSL itself in consultation with the Company should take the extension of insurance. Any financial implications shall, however, be borne by TPSSL.
- 7.5 TPSSL shall arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. TPSSL shall also undertake a Third Party Insurance. The Company shall not be responsible for any such loss or mishap.
- 7.6 Comprehensive insurance is to be arranged by TPSSL during the O&M period of the Contract.
- 7.7 At the end of the term of insurance undertaken by TPSSL, they shall provide all the necessary documents to the satisfaction of the Company in order to enable the Company to take up the insurance of the Plant.

## **8. Security Deposit Cum Performance Guarantee**

- 8.1 You have submitted BG no OGT0008200044969 DTD 24.07.2020 amounting Rs. 129,400,626/- (Rs Twelve Crore Ninety Four Lakh Six Hundred Twenty six only) which is valid till 30.09.2022 with 12 months claim period i.e till 30.09.2023
- 8.2 In case of delay in demonstration of the PG test, the SD/PBG will have to be Extended up to 3 months beyond the due date for completion of PG test and shall continue till next one (1) year.
- 8.3 SD/PBG shall be returned only after successful Performance Guarantee Test/ Final Acceptance Test.

## **9. Completion Period:**

- 9.1 The issue Date of Lol is the date for NTP (Notice to proceed).
- 9.2 The Zero Date is 01.07.2020 i.e date of NTP.
- 9.3 The time of completion and Commissioning of the Plant is 11 months from date of NTP (Notice to proceed) i.e. 11 months from 01.07.2020. Hence, completion date shall be 31.05.2021

## **10. Final Commissioning and Plant Acceptance**

- 10.1 The commissioning procedure shall be as per GEDA/ GETCO / GSECL / PGVCL / Chief Electrical Inspector to Government (CEIG) requirements. Tata Power Solar System Ltd shall also ensure the following:
  - i. Obtaining written certificate of commissioning of the facility and permission to connect to the grid from the office of the Chief Electrical Inspector of the State and any other authorized representative from Government of India (GoI) / GoG / GETCO / GSECL / PGVCL/GEDA.
  - ii. Inspection and successful electrical commissioning certificate from the Company.
  - iii. Obtaining all certificates required by DisCom from agency appointed by them.
  - iv. Satisfactory completion certificate towards completion of all other contractual obligations by TPSSL as stipulated from the Company.

### **10.2 Handing over taking over**

- 10.2.1 30 MW project shall be taken over by GSECL upon successful completion of all tasks to be performed at Site(s) on execution of Erection, testing and commissioning of all plants and equipment's by TPSSL in accordance with provision of the Tender and corrigendum's. During handing over complete Project work, TPSSL shall submit the following for considering final payment:
  - a. All as- Built Drawings;
  - b. Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project;
  - c. Bill of material;
  - d. Inventory of spares at projects Site.
  - e. Copies of all warranties/guarantees.
- 10.2.2 Immediately after taking over of complete Plant, the same will be handed over to TPSSL for Operation & Maintenance for a period as mentioned in Tender.



- 10.2.3 Handing over will be done only after Completion of Facilities and successful Operational Acceptance Test.
- 10.2.4 Prior to handing over, GSECL shall conduct a plant audit by self or by appointing third party as per GSECL's discretion, and any defects identified during such audits or inspection shall be rectified by TPSSL at its own cost prior to the completion of the O&M period.

## **11. Responsibility of TPSSL**

- 11.1 TPSSL shall provide guarantee and be entirely responsible for the execution of the Contract in accordance with the specification, schedules, and annexure of Tender.
- 11.2 TPSSL shall further provide guarantee and be responsible for the quality and workmanship of all completed works, correct designs and drawings, correct erection, testing and commissioning including operation & maintenance.

## **12. Release of payments against Invoices**

Payment for a specific milestone shall be released within 30 days after submission of complete invoices along with all supporting documents.

## **13. Liquidated Damages and Under Performance.**

- 13.1 If TPSSL fails to deliver the plant or fails to start the work within specified time frame after issue of Lol/NTP or leaves the work site after partial execution of the work, GSECL shall have the right to get the work done through any other agency at the risk and cost of TPSSL. Further to this, GSECL may, without prejudice to the right of TPSSL to recover damages for breach of trust of the Contract, may impose penalties.

### **13.2 Delay in commissioning**

- 13.2.1 In case TPSSL fails to achieve successful Commissioning of plant by the due date indicated in Timeline Clause 9, then GSECL shall levy the Liquidated Damages on TPSSL. 50% of name plate AC capacity (i.e 15 MW(AC)) shall be consider for partial commissioning, subject to confirmation from GUVNL for purchase of power. Operational Acceptance Test (OAT) shall start only when full 30 MW(AC) capacity is to be commissioned by TPSSL.

- 13.2.2 In case TPSSL fails to achieve successful Commissioning of Plant by the date prescribed Timeline, the Liquidated Damages shall be levied to TPSSL as under:

- a. Delay upto 15 days: Amount of Rs. 15,000/- / MW/Day shall be deducted as Penalty for the first 15 days of delay, calculated on per day basis and proportionate to the capacity not commissioned as COD with GEDA/GUVNL.
- b. Delay more than 15 days and up to 30 days: Amount of Rs. 25,000/- / MW/Day shall be deducted as Penalty, calculated on per day basis and proportionate to the capacity not commissioned as COD with GEDA/GUVNL.
- c. Delay more than 30 days: Amount of Rs. 35,000/- / MW/Day shall be deducted as Penalty calculated on per day basis and proportionate to the capacity not commissioned as COD with GEDA/GUVNL.

Maximum applicable Liquidated Damages: The upper ceiling for total liquidated damages for delay shall be maximum 10% of the EPC Contract Price. For calculation of penalty, date of Notice to Proceed shall be the reference date.

13.3 For calculation of penalty, date of Lol/NTP shall be reference date.

### 13.4 Underperformance

At the time of the Operational Acceptance Test, any shortfall in the Performance Ratio (PR) as determined through the Test Procedure in the Appendix 16 of tender: Procedure for Performance Testing will attract imposition of Liquidated Damages after one (1) unsuccessful chance. For any shortfall in PR below 0.75 by TPSSL for the second (2) time, a penalty of 1% of the EPC Contract Price (inclusive of taxes & duties) shall be levied. In case the first the Test is unsuccessful, then, penalty shall not be charged but TPSSL has to make the necessary corrections to conduct the test again within the stipulated time of maximum 15 days so as to demonstrate the PR equal to or more than 0.75. In the second (2nd) time, a penalty at the rate specified above shall be levied on TPSSL. The penalty shall be deducted from the pending payment and Performance Bank Guarantee. However, if TPSSL feels that NEEGG may not be achieved and want to carry out further correction, the same will be allowed for one or more time i.e. 3rd time but PG Test and O&M period shall start from such later date as mentioned in Point No. A (xi) in tender: Table Pg. 4. In case TPSSL is successful in 3rd attempt, then, 1% of the EPC Contract price (including taxes & duties) deducted after unsuccessful 2nd attempt shall be returned. However, if TPSSL fails in the 3rd attempt as well then the penalty deducted at the time of 2nd unsuccessful attempt shall not be returned.

### 13.5 Performance Guarantee Test / Final Acceptance Test

If the "Actual Delivered Energy" at metering point is less than the Base NEEGG (corresponding to NEEGG quoted for 1st year of O&M) based on the procedure mentioned in the Appendix 15, then, the penalty at rate of Rs. 4.0 per kWh shall be charged for the shortfall.

## 14 Defect Liability

14.1 TPSSL must warrant that the facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.

14.2 If it shall appear to the authorized representative of the Company that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by TPSSL for the execution of Contract are unsound or otherwise not in accordance with the Contract, TPSSL shall on demand in writing inform the authorized representative of the Company specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently or otherwise passed, certified and paid for. TPSSL shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the authorized representative of the Company in its demand aforesaid, the Project Manager may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and cost in all respects of TPSSL. The decisions of the authorized representative of the Company as to any question arising under this Clause shall be final and conclusive.

14.3 TPSSL shall be liable for the operation and maintenance of the Facility and

14.4 Consequently shall be required to rectify any defects that emerge during the operation of the Facilities for the entire term of this Contract. Defect Liability Period shall be



eighteen (18) months from the date of Commissioning or twelve (12) months from the completion of last Operational Acceptance Test, whichever is later."

- 14.5 If during the Defect Liability Period any defect found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by TPSSL, TPSSL shall promptly, in consultation and agreement with GSECL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as TPSSL shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.
- 14.6 Furthermore, without prejudice to the generality of the foregoing, it is clarified that TPSSL shall also be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:
- a) Improper operation or maintenance of the Facilities by TPSSL during operation and maintenance of the Facility; or
  - b) Operation of the Facilities violating specifications of the Facilities.
- 14.7 GSECL shall give TPSSL a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. GSECL shall afford all reasonable opportunity for TPSSL to inspect any such defect.
- 14.8 GSECL shall provide TPSSL all necessary access to the Facilities and the Site to enable TPSSL to perform its obligations.
- 14.9 TPSSL may, with the consent of the Company, remove from the Site any Plant and Equipment or any part of the Facilities that are defective, if the nature of the defect and/ or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.
- 14.10 If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Facilities or any part thereof, the Company may give to TPSSL a notice requiring that tests of the defective part of the Facilities shall be made by TPSSL immediately upon completion of such remedial work, whereupon TPSSL shall carry out such tests.
- 14.11 If such part fails the tests, TPSSL shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by GSECL and TPSSL for the original equipment/part of the Facilities.
- 14.12 If TPSSL fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Company may, following notice to TPSSL, proceed to do such work, and the reasonable costs incurred by GSECL in connection therewith shall be paid to GSECL by TPSSL or may be deducted by the Company from any monies due to TPSSL or claimed under the Performance Guarantee, without prejudice to other rights, which GSECL may have against TPSSL in respect of such defects.
- 14.13 If the Facilities or any part thereof cannot be used by reason of such defect and/ or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Company because of any of the



aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/ replacement shall have the defect liability period of eighteen (18) months from such replacement.

- 14.14 In addition, TPSSL shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the Defect Liability Period specified under Clause 6.14 of the tender.

## **15 Bar Chart/Pert Chart And Progress Report**

- 15.1 TPSSL shall submit a weekly progress report on execution of works conforming to bar/ PERT Chart and format provided by GSECL. In case of any slippage(s) or delay in execution of work reasons for such delay along with details of hindrances will be submitted by TPSSL along with modified Bar/ PERT Chart mentioning the action plan being taken to keep the due date of completion of project unchanged. If required, TPSSL shall use additional manpower to keep the due date of completion of Project unchanged.
- 15.2 The authorized representative of TPSSL shall review the progress of the Project work every fortnight on a prefixed day at project site with GSECL or its representative as per the network and record the minutes.

## **16 Approval Of Designs/Drawings**

- 16.1 The following procedure has to be followed for assessment and approval of designs, specifications and drawings during the course of the project. TPSSL shall submit to the Company/Consultant the documents in hard copy and soft copy to both with proper reference and drawing numbers. The respective documents for selection, supply, installation, erection, commissioning of equipment/ structures have to be submitted at least 15 days in advance to the planned start of the activity as per TPSSL's project schedule. TPSSL shall submit documents as required for this project according to his design and specifications. The Company / Consultant (on behalf of the Company) will assess and approve the documents within 10 days of submission of documents; and only after the approval TPSSL shall release the documents on site for execution. The documents shall be revised by TPSSL as per instructions /comments given by the Company / Consultant (on behalf of the Company) if required, prior to execution. Subsequent revisions and the final version of the documents shall also be submitted in hard and soft copy to the Company and the Consultant. TPSSL has to take into account the above mentioned process of revisions (if required) and adjust the preparation and delivery of the documents such that the overall planned project schedule is not affected.
- 16.2 TPSSL shall submit all drawings, which are related to plant for approval and TPSSL, shall not claim any drawing as their intellectual property. Drawing which is developed for project will be the intellectual property of the Company.
- 16.3 TPSSL shall submit a comprehensive project management schedule in the form of a Gantt chart CPM/PERT chart and shall be liable for abiding by the schedule.
- 16.4 TPSSL shall submit a comprehensive maintenance schedule for operation and maintenance of the photovoltaic power plant along with checklists before commencement of work on site and shall be liable for abiding by the schedule. All construction, operation and maintenance procedures shall be carried out through appropriate relevant standards, regulations and labour laws.



## **17 Inspection & Testing**

- 17.1 GSECL or its authorized representative including appointed Consultant for the project shall have, at all times, access to TPSSL's premises and also shall have the power to inspect and examine the materials and workmanship of project work during its manufacture, shop assembly and testing. If part of the plant is required to be manufactured in the premises other than TPSSL 's unit, the necessary permission for inspection shall be obtained by TPSSL on behalf of GSECL or its duly authorized representative.
- 17.2 GSECL shall have the right to serve notice in writing to TPSSL on any grounds of objections, which may have in respect of the work. TPSSL shall have to satisfy the objection, otherwise, GSECL at their liberty may reject all or any component of plant or workmanship connected with such work.
- 17.3 TPSSL or their authorized representative shall issue request letter to GSECL for testing of any component of the plant, which is ready for testing at least fifteen (15) days in advance from the date of actual date of testing at the premises of TPSSL or elsewhere. When the inspection and the tests have been satisfactorily completed at TPSSL's works, GSECL shall issue a certificate to that effect. However, the Company at its own discretion may waive the inspection and testing in writing under very special circumstances. In such case, TPSSL may proceed with the tests which shall be deemed to have been made in GSECL's presence, and it shall forthwith forward six (6) sets of duly certified copies of test results and certificates to GSECL for approval of the Company. TPSSL, on receipt of written acceptance from GSECL, may dispatch the equipment immediately for erection and installation.
- 17.4 For all tests to be carried out, whether in the premises of TPSSL or any subcontractor or the supplier, TPSSL shall provide labour, materials, electricity, fuel, water, stores, apparatus and instruments etc. free of charge as may reasonably be demanded to carry out such tests of the plant in accordance with the Contract. TPSSL shall provide all facilities to GSECL or its authorized representative to accomplish such testing.
- 17.5 GSECL or their authorized representative shall have the right to carry out inward inspection of the items on delivery at the Site and if the items have been found to be not in line with the approved specifications, shall have the liberty to reject the same.
- 17.6 If GSECL desires, testing of any component(s) of the plant be carried out by an independent agency, the inspection fee, if any, shall be paid by GSECL. However, TPSSL shall render all necessary help to GSECL whenever required free of charge.
- 17.6 TPSSL shall have to provide the necessary testing reports to GSECL as and when required.
- 17.7 Neither the waiving of inspection nor acceptance after inspection by GSECL shall, in anyway, absolve TPSSL from the responsibility of supplying the plant and equipment strictly in accordance with specification and drawings etc.

## **18 Assignment Or Subletting Of Contract:**

- 18.1 TPSSL shall not, without the prior consent in writing from GSECL, assign or sublet or transfer its Contract in whole or in part, its obligations to perform under the Contract or a substantial part thereof, other than raw materials, or for any part of the work of which makers are named in the Contract, provided that any such consent shall not relieve TPSSL from any obligation, duty or responsibility under the Contract.
- 18.2 TPSSL shall notify the Company in writing of all subcontracts awarded under the Contract. Such notification shall not relieve TPSSL from any liability or obligation under the Contract.

- 18.3 Subcontracting a work shall not, under any circumstances, relieve TPSSL from its obligations towards the Project and GSECL.
- 18.4 In case, TPSSL engages any Subcontractor to carry out a part of the work, the Subcontractor should have requisite Government License for carrying out such part of the work.

## **19 Power and Water Supply during Construction**

- 19.1 TPSSL shall arrange for the temporary Power Supply at the site for construction purpose at its own cost.
- 19.2 Cost of water shall be as per prevailing rates from time to time and to be borne by TPSSL.
- 19.3 Cost of electricity required during construction shall be payable by TPSSL. For construction, temporary connection from Distribution Company shall be arranged by TPSSL as per applicable tariff.
- 19.4 GSECL shall not provide facility for storage of material, and accommodation for labours at site. TPSSL shall make their arrangement for the same.

## **20. Labor Engagement**

- 20.1 TPSSL shall be responsible to provide all wages and allied benefits to its labours engaged for execution of the project work and also to carry out Operation and Maintenance service. TPSSL shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof.
- 20.2 Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, TPSSL labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of TPSSL and they shall have to make good loss, if any, suffered by GSECL on account of default in this regard by TPSSL.
- 20.3 TPSSL is encouraged to use local manpower as per the local statutory (labour) requirement, if any.
- 20.4 TPSSL shall obtain license under Contract Labour (Regulation & Abolition) Act 1970, read with rules framed there under and furnish the same to the Company within 15 days of the issue of Detailed order of Contract failing which the detailed order of contract shall be cancelled/terminated without any further notice performance guarantee shall be forfeited.
- 20.5 65% of the jobs that will be created on account of execution and O & M of project in the supervisory and managerial cadres and 80% of the jobs that will be created in other cadres shall be filled in by employing the local persons. The expression "local person" shall mean a person domicile in Gujarat state for a minimum period of 15 years prior to applying for employment to TPSSL.
- 20.6 TPSSL should employ managerial level Employee knowing Vernacular language to ease the Execution of the Project and proper coordination at site.

## **21 Force Majeure**

- 21.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.
- 21.2 The term "Force Majeure" shall have herein mean riots (other than among the TPSSL's employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by TPSSL's negligence and other causes which TPSSL has no control



and accepted as such by GSECL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.

- 21.3 Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 21.4 Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.
- 21.5 If works are suspended by Force Majeure conditions lasting for more than two (2) months, GSECL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 21.6 TPSSL shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

## **22 Termination**

- 22.1 The Company may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to TPSSL, terminate the Contract in whole or in part if TPSSL fails to deliver or execute any or all of the goods within the time period(s) under the Contract or any extension thereof granted by GSECL pursuant to the clause for Delay in Execution or Failure to Supply or, if TPSSL fails to perform any other obligations(s) under the Contract.
- 22.2 In the event GSECL terminates the Contract in whole or in part, pursuant to above, GSECL may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, TPSSL shall be liable to GSECL for any excess costs for such similar goods. However, TPSSL shall continue the performance of the Contract to the extent not terminated.
- 22.3 In case TPSSL is not able to demonstrate the "Actual Delivered Energy" as per the "Base NEEGG" based on the procedure mentioned in Annexure A during the Performance Guarantee Test and after the penalties levied as mentioned in Clause 13.; GSECL reserves the right to terminate the Contract at its discretion if there are no efforts are made from TPSSL to correct the issues regarding plant performance.
- 22.4 In case termination of the Contract due to default, TPSSL may be blacklisted by GSECL for future work.

## **23. Risk Purchase**

If TPSSL fails, on receipt of the Lol, to take up the work within a reasonable period or leave the work Site after partial execution of the work, GSECL shall have the liberty to get the work done through other agency at TPSSL's own risk and additional cost if any. If the situation, so warrants, to compel GSECL to cancel the Lol placed on TPSSL, it shall be liable to compensate the loss or damage, which GSECL may sustain due to reasons of failure on TPSSL's part to execute the work in time

## **24 Arbitration**

- 24.1 All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with the Contract or any matter arising out of or in relation thereto shall be reported to Gujarat Public Work Contract Dispute Arbitration Tribunal and provision of Gujarat Public Work Contract Disputes Arbitration and Tribunal Act 1996 shall be applied as updated from time to time.
- 24.2 TPSSL shall ensure that the work under this Contract shall continue during arbitration proceedings and dispute and no payments due from or payment by GSECL shall be withheld on account of such proceedings except to the extent which may be in dispute.



24.3 The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

**25. Court of Competent Jurisdiction**

The Courts of Vadodara for GSECL shall have exclusive jurisdiction in all matters arising under the Contract.

**26. Contract Agreement**

You will have to enter into a contract agreement on a stamp paper of Rs. 300/- as per standard Performa annexed as Appendix 19 of the Tender. The cost of the stamp paper and agreement shall be borne by TPSSL. The agreement shall be signed by authorized person of TPSSL with the common seal of TPSSL.

**27. Acknowledgement**

Please acknowledge the receipt of this order and convey your acceptance for the same. Please note that if TPSSL fails to acknowledge this order in token of acceptance within seven days' time from the date of receipt, you will be deemed to have accepted this order and terms and conditions set therein along with annexure/schedules attached.

Yours faithfully,

For & On behalf of Gujarat State Electricity Corporation Limited,

  
(Y D Brahmbhatt)  
Chief Engineer (P&P)  
GSECL: CO: Vadodara

Encl: (1) Schedule of Prices & Schedule 2  
(2) Annexure A

Copy to:

- 1: GM (F&A) GSECL, C.O. Vadodara
- 2: Chief Engineer (G) GSECL, Gandhinagar TPS.
- 3: Superintending Engineer (Civil) GSECL, C.O. Vadodara

**Sub: Design, Engineering, Construction, Testing, Commissioning and Civil works of 30MW solar photovoltaic grid connected power plant at Chandarva, Dist: Botad in the state of Gujarat.**

**Schedule of Prices**

Sr. No.	Particular	Basic Price	GST	GST @8.9% amount	Final Rate (Including GST) (Rs.)
1	General works including construction, erection, testing, commissioning, COD with GEDA/GUVNL etc. of entire plant as per details specified in the Tender documents, on EPC Basis.	15,97,41,078/-	--	1,42,16,956/-	17,39,58,034/-
2	Works including supply, construction, erection, testing, commissioning of transmission line to the GETCO S/s.	Inclusive	--	Inclusive	Inclusive
"Works Price" for GSECL 30MW Chandarva, SPV Project					17,39,58,034/-
<b>Total: Rupees Seventy Crores Thirty Nine Lakh Fifty Eight Thousand Thirty Four only</b>					

  
**(Y D Brahmbhatt)**  
**Chief Engineer (P&P)**  
**GSECL: CO: Vadodara**



Sub: Design, Engineering, Construction, Testing, Commissioning and Civil works of 30MW solar photovoltaic grid connected power plant at Chandarva, Dist: Botad in the state of Gujarat.

**Schedule 2**

Net Electrical Energy Generation Guarantee NEEGG

Year	Guaranteed Generation (NEEGG) kWh	CUF %
1	76012806	28.92
2	75616267	28.77
3	75219729	28.62
4	74823190	28.47
5	74426652	28.32
6	74030113	28.17
7	73633575	28.02
8	73237036	27.87
9	72840497	27.72
10	72443959	27.57

(Y D Brahmhatt)  
Chief Engineer (P&P)  
GSECL: CO: Vadodara



## Annexure A

### Procedure for Performance Testing

#### Operational Acceptance Test Procedure

#### Performance Ratio (PR) - Test Procedure

1. Performance Ratio as determined through the PR Test Procedure specified here should not be less than **0.75** for Operational Acceptance Test.
2. The Performance Ratio Test to prove the guaranteed performance parameters of the power plant shall be conducted at site by TPSSL in presence of the Company. TPSSL's Engineer shall make the plant ready to conduct such tests. The Operational Acceptance Test shall be commenced, within a period of one (1) month after successful Commissioning and, there will be continuous monitoring of the performance for 30 days. Any extension of time beyond the above one (1) month shall be mutually agreed upon. These tests shall be binding on both the parties to the Contract to determine compliance of the equipment with the guaranteed performance parameters. This monitoring will be performed on the site under the supervision of the Company/ Company's engineer.
3. The test will consist of guaranteeing the correct operation of the plant over 30 days, by the way of the efficiency rate (performance ratio) based on the reading of the energy produced and delivered to the grid and the average incident solar radiation. During this period of 30 days, any 5 (five) instances of 15 (fifteen) minutes shall be taken to calculate the instantaneous Performance Ratio of 15 minutes block as per the formula given below in Point No. 5. If the PR of these five instances is above 75%, then Operational Acceptance Test (OAT) shall be considered successful.
4. PR shall be demonstrated against the installed DC Capacity.
5. The Efficiency or performance ratio (PR) of the PV Plant is calculated as follows (according to IEC 61724)

$$\text{Performance Ratio (PR)} = \text{YA} / \text{YR}$$

$$\text{YA} = \text{Eac} / \text{PNom}$$
$$\text{YR} = \text{IR Site} / \text{IR STC}$$

Where;

**YA** = Final PV system yield (representing the number of hours that the system would need to operate at its rated output power PNom to contribute the same energy to the grid as was monitored).

**YR** = Reference yield (representing the number of hours during which the solar radiation would need to be at STC irradiance levels in order to contribute the same incident energy as was monitored).

**Eac** = AC energy injected into the grid during a clearly specified amount of time (kWh).

**PNom** = Installed nominal peak power of modules (Nameplate rating at STC) (kWp);

**IRSite** = Irradiation on the module plane of array during a clearly specified amount of time (measured with a pyranometer installed on the plane of array, POA) (kWh/sq. m).

**IRSTC** = Irradiance at STC (kW/ sq. m); 1000W/m<sup>2</sup>



## Monitoring System for PR Verification

The following instrumentation will be used to determine the Solar Plant Performance:

- Power Meter at the delivery point.
- Power Meter for each inverter for reference only.
- One nos. calibrated pyranometer to determine irradiance on the plane of array (with a target measurement uncertainty of  $\pm 2$ ).
- One nos. calibrated pyranometer to determine irradiance on horizontal plane (with a target measurement uncertainty of  $\pm 2$ )
- Two nos. thermocouples to measure module temperature with a measurement uncertainty of  $\pm 1$  °C.
- Shielded ventilated thermocouple with a measurement accuracy of  $\pm 1$ °C.
- An anemometer mounted on a 10m mast to measure wind speed (without additional shadowing on modules).
- Data measurement shall be witnessed in the format mutually agreed before the start of PR test by the employer and TPSSL jointly for the said period.
- TPSSL shall show the specified PR for Operational Acceptance.

### The procedure for Performance Guarantee Test (PGT) - cum- Final Acceptance Test- shall be as follows:

1. A weather station with a calibrated pyranometer shall be installed by TPSSL at the location mutually agreed by TPSSL and GSECL. The test report for the calibration shall be submitted by TPSSL for approval by GSECL. The calibration should be traceable to a national/international laboratory. The output of this pyranometer for shall be logged in the SCADA system.
2. In case the pyranometer is found to be working erratically then immediately TPSSL shall take necessary steps to rectify and/or recalibrate the instrument to the satisfaction of GSECL. However, for the dispute period for which such error has occurred and until the instrument is recalibrated to the satisfaction of GSECL, data from any one of the following list of sources as decided by GSECL will be used:
  - i. A separate pyranometer installed by the Company near the site, if available
  - ii. Average of two closest solar power projects, as identified by GSECL
  - iii. Nearest MNRE weather station
3. "Actual Delivered Energy" from the plant supplied by TPSSL shall be noted for every month and summed up for entire year. For this purpose, the net delivered energy at the metering point shall be taken into account.
4. The measured value of energy at step (3) shall be compared with 'Base NEEGG' and hence with 'Base CUF' value. "Base NEEGG/ CUF" for a month is calculated by using the NEEGG quoted in the offer by TPSSL adjusted with a correction factor to take into account the actual average global solar radiation measured by the calibrated pyranometer for that year.
5. Further, if the plant is not able to achieve the calculated *Base NEEGG/CUF* during PGT and O&M period and there is a shortfall in energy generation, then TPSSL shall be penalized as per relevant Clause of the Tender.
6. TPSSL shall share with GSECL all the radiation, generation, etc. parameters details and all other factors necessary for GSECL to corroborate the estimate. GSECL has the right to cross verify data submitted by TPSSL by all possible means/sources.

### **Following factors may be noted for computing the Base NEEGG/ CUF and PR Test:**

7. Effect due to variation in annual insolation shall only be considered for computing the Base NEEGG/ CUF.
8. Effect due to variation of meteorological parameters e.g. ambient temperature, wind speed, humidity etc. shall not be considered.



9. **Generation loss due to grid outage (or power evacuation system which is not in the scope of TPSSL):** The measured global solar radiation of the period of the outage of the power evacuation system shall be excluded to calculate average global solar radiation for the period of PGT and O&M.

**GHI for Chandarva**

January	156
February	164
March	201
April	211
May	209
June	178
July	135
August	131
September	161
October	178
November	149
December	142
<b>Annual</b>	<b>2015</b>

**Illustration:**

If the GHI of a year is more or less than the reference GHI then NEEGG will be calculated as follows:

$$\text{NEEGG} = \frac{(\text{Actual GHI} \times \text{NEEGG guaranteed by TPSSL, on reference GHI})}{(\text{Reference GHI})}$$

NEEGG guaranteed by TPSSL = 71,832,000 KWh

Reference GHI = 1886 KWh/m<sup>2</sup> per annum

**For Example:**

**Case A) for higher irradiation:**

If Actual GHI = 1900 kWh/m<sup>2</sup> per annum then NEEGG will be:

$$\text{NEEGG} = (1900 \times 71,832,000) / 1886$$

$$\text{NEEGG} = 72,365,217 \text{ KWh/ Annum}$$

**Case B) for lower irradiation:**

If Actual GHI = 1850 kWh/m<sup>2</sup> per annum then NEEGG will be:

$$\text{NEEGG} = (1850 \times 71,832,000) / 1886$$

$$\text{NEEGG} = 70,460,870 \text{ KWh/ Annum}$$

(Y D Brahmhatt)  
Chief Engineer (P&P)  
GSECL: CO: Vadodara





## GUJARAT STATE ELECTRICITY CORPORATION LIMITED

VidyutBhavan, Race Course, Vadodara, India – 390007. Ph. 91-265-6612132

CIN: U40100GJ1993GCO1998B

e-mail: ceprnp.gsecl@gebmail.com Website: www.gsecl.in

Ref. No. GSECL/ PP/SE(RE) /30 MW Chandarva/O&M/161

Date: 31.01.2022

**By Speed Post**

Kind Atten: Mr. Seshadri Devanadhan –Head- O&M Services (Large Project)

To,

M/s. Tata Power Solar System Ltd  
78, Electronic City Phase-1, Hosur Road  
Bengaluru, 560100  
E -mail: [devanas@tatapower.com](mailto:devanas@tatapower.com)

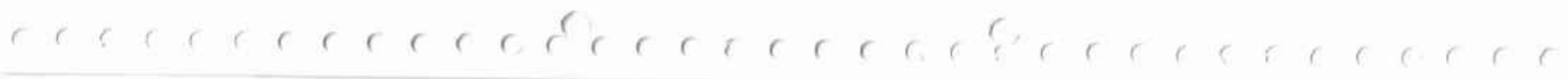
**Sub:** Work of Operation and Maintenance of 30 MW solar photovoltaic grid connected power plant at Village- Chandarva, Dist-Botad

- Ref:** (1) Tender No. GSECL/ PP/ RE & BD/ 185 MW SolarPV Dtd 01.02.2020  
(2) LOI No.: GSECL/PP/RE & BD/ 185 MW/ Chandarva 30 MW/ 553 Dtd 01.07.2020  
(3) Supply PO No. GSECL/ PP/RE-Cell /30 MW Solar/ Chandarva/ 907 dtd 16.10.20  
(4) Work Order No. GSECL/ PP/RE-Cell /30 MW Solar/Chandarva/908 dtd 16.10.20  
(5) TPSSL Letter No.: TPSSL/GSECL-Chandarva/21-22/591 dtd 21.12.2021  
(6) OAT acceptance letter No: GSECL/PP/SE(RE)/Chandarva/OAT/07 dt 01.01.2022

Dear Sir,

With reference to our tender, your technical and commercial offer, subsequent correspondence & discussions, Letter of Intent referred at ref (2), detailed Supply & Work Order under referen (3)&(4) and Tata Power Solar System Ltd (TPSSL) acceptance thereof, Gujarat State Electric Corporation Limited (GSECL) is pleased to award this O&M order for Operation a Maintenance for 30 MW Solar Photovoltaic (PV) Grid-Connected Power Plant at Villag Chandarva, Dist-Botad, at total prices, scope, and other terms and conditions stipulat hereunder:

Comprehensive Operation and Maintenance (O&M) of the complete plant including of spares & maintenance for 10 years from the date of commissioning at a total F 13,57,04,961/- (Rupees Thirteen Cores Fifty Seven Lakhs Four thousand Nine Hundred six One only) (Inclusive of GST @ 18%) TPSSL shall further provide guarantee & be responsible the Operation and Maintenance of complete plant for 10 yrs.



## **1 General**

- 1.1 In the event of conflict between requirements of two clauses of the Specification document or requirements of Codes/standards or mentioned herein under, the more stringent requirement as per the interpretation of GSECL shall prevail / govern.
- 1.2 Any clauses / conditions or terms in your offer and / or acknowledgement letter, which is repugnant to or inconsistent with the terms here to shall be void and of no force and effect unless specifically approved and expressly modified / amended by GSECL. You will also be deemed to be fully aware of the GSECL's "General Terms and Conditions applicable to Projects" which forms part of this Order and any ignorance of the conditions will not exempt you from the liabilities to abide by the same.
- 1.3 TPSSL shall take necessary and adequate safety measures including issue and use personal protective equipment and precautions during work to avoid any accident, which may cause damage to any equipment/material or injury to workmen. GSECL shall not be responsible for any such accidents.

## **2 SCOPE**

It is not the intent to list out complete scope of works here under. However, the broad scope of works shall include but not limited to the following:

### **2.1 Comprehensive Operation and Maintenance:**

- 2.1.1 O&M Contract shall cover complete Solar PV Power plant and power evacuation system up to inter connection point (66 kV GETCO end S/S) as specified elsewhere in the Contract. TPSSL to achieve guaranteed Generation in respective O&M year.

Further, it is the responsibility of the TPSSL to liaison with the following authorities:

- (a) Liaison with State/Central Government.
- (b) Liaison with State Power Utilities.
- (c) Liaison with State Renewable Agency.
- (d) Any other department / agency as may be required.
- (e) GSECL shall provide required documents.

- 2.1.2 The scope shall include Comprehensive Operation and Maintenance (O&M) of the plant for 10 years from the date of commissioning, wherein the plant shall generate at least equivalent to the Guaranteed Performance as per Schedule 2 failing which penalty as per clause 14.3 shall be applicable.
- 2.1.3 The Comprehensive Operation & Maintenance shall include Preventive/Routine Maintenance and Break down/ Corrective Maintenance.
- 2.1.4 TPSSL shall ensure project functioning of the Solar PV system as a whole and Power Evacuation System to the extent covered in the Contract. All Preventive / Routine maintenance and Breakdown / Corrective maintenance required for ensuring maximum uptime shall have to be provided.

- 2.1.4 TPSSL shall submit a comprehensive maintenance schedule for operation and maintenance of the photovoltaic power plant along with checklists and shall be liable for abiding by the schedule. All construction, operation and maintenance procedures shall be carried out through appropriate relevant standards, regulations and labour laws.
- 2.1.5 TPSSL shall perform all the works specified or necessary to complete the works in accordance with the specification of RfP Annexure A5. Further, TPSSL's performance of the works under the Contract shall be in accordance with good engineering and construction practices.
- 2.1.6 All construction, operation and maintenance procedures shall be carried out as per appropriate/ relevant standards, regulations laid by GETCO / PGVCL / REC / MNRE / SECI / GEDA and / or any other agency as and when applicable. Further, this shall comply with the applicable labour laws. TPSSL shall make himself aware of such requirements and shall not solely depend on GSECL to avail full information.
- 2.1.7 TPSSL shall comply with all applicable laws or ordinances, codes, approved standards, rules, and regulations and shall procure all necessary Municipal, Panchayat and Government permits & licenses etc. and maintain their validity at its own cost.
- 2.1.8 Comprehensive operation & maintenance of the Solar PV plant including supply of spare parts, consumables, repairs/replacement of any defective equipment etc. shall be performed by TPSSL for a period of 05 years (warranty period) + 05 Years. GSECL Shall review the performance of Solar PV plant at the end of 5<sup>th</sup> year of O&M.
- 2.1.9 During O&M period, employer personnel shall have unrestricted entry to the solar plant and Control Room any time. GSECL may depute its personals to associate with O&M activities. TPSSL shall assist them in developing expertise through their day to day O&M activities and all records of maintenance must be maintained by TPSSL which can be accessed by employer on demand. These recordings are to be handed over to employer after the O&M period of contract.
- 2.1.10 During the O&M period, the Contactor shall be responsible for any defect in the work due to faulty workmanship or due to use of sub-standard material in the work. Any defects in the work during the warranty period shall there be rectified/replaced by TPSSL without any extra cost to the employer within a reasonable time as may be considered from the date of receipt of such intimation from employer failing which employer shall take up rectification work at the risk and cost of TPSSL.
- 2.1.11 TPSSL shall be responsible for supply of all spare parts, repairs / replacement of any defective equipment(s) including civil works at his own cost as required from time to time during the O&M period.
- 2.1.12 During O & M period TPSSL shall be responsible for all the activities required for the successful running, optimum energy generation etc. This shall include but not necessarily be limited to following:
1. Deputation of adequate number of O&M, engineering and supporting personal, security etc.
  2. O&M TPSSL shall have to fill at least 65% of post in supervisory and managerial cadres and 80% of posts in other cadres by the local persons. The expression "Local person " shall mean a person domiciled in Gujarat state for minimum 15 years shall be considered as local person.
  3. Operation part consists of deputing necessary manpower necessary to operate the Solar Photovoltaic Power Plant at the optimum capacity. Operation procedures such as preparation to start, routine operations with safety precautions, monitoring of Solar Power Plant etc. shall



- be carried out as per the manufacturer's instructions to have trouble free operation of complete system.
4. Daily work of the operators in the Solar Photovoltaic Power Plant involves cleaning of Module, logging the voltage, current, power factor, power and energy output of the solar Power Plant. The operator shall also note down failures, interruption in supply and tripping of different relays, reason for such tripping, duration of such interruption etc.
  5. TPSSL shall demonstrate guaranteed generation as quoted in respective O&M year. In case TPSSL fails to achieve the guaranteed generation, then penalties shall be recovered as defined in this Tender.
  6. Water cleaning of SPV modules. TPSSL shall wash the modules minimum twice in a month and maintain this schedule in its records for the cleaning cycle.
  7. Housekeeping of complete power plant.
  8. Reporting the energy generation data to GSECL.
  9. Monitoring, controlling, troubleshooting, maintaining of records, registers etc.
  10. Recording/logging of all the operational parameters (e.g. voltage, current, power factor, energy output, temperature etc.) and preparation of daily/weekly/monthly reports etc. including submission of periodical consolidate plant performance reports to the Owner / GSECL.
  11. Conducting periodical checking, testing, over hauling and preventive action of all equipment in systematic method including regular cleaning of PV modules of the solar PV plant as per OEM guidelines.
  12. TPSSL shall carry out the periodical/plant maintenance as given in the manufacturer's service manual and requirement.
  13. Cleaning including cutting/removing of bushes/vegetation etc. of the complete plant on regular basis and as and when required.
  14. Particular care shall be taken for outdoor equipment to prevent corrosion. Cleaning of the junction boxes, cable joints, insulators etc. shall also be carried out at every month interval.
  15. Resistance of the earthing system as well as individual earthing is to be measured and recorded every month. If the earth resistance is more than 3 ohm, suitable action is to be taken to bring down the same.
  16. According to the recommendations stock of special tools and tackles shall be maintained for Modules, PCU's and other major electrical equipment.
  17. Breakdown / Corrective Maintenance: Whenever a fault has occurred, TPSSL has to attend & rectify the fault & the fault must be rectified at the earliest time from the time of occurrence of fault.
  18. A maintenance record is to be maintained by TPSSL to record the regular maintenance work carried out as well as any breakdown maintenance along with the date of maintenance reasons for the breakdowns steps have taken to attend the breakdown duration of the breakdown etc.
  19. The Schedules will be drawn such that some of the jobs other than breakdown, which may require comparatively long stoppage of the Power Plant, shall be carried out preferably during the non-sun period.
  20. TPSSL shall ensure that all safety measures are taken at the site to avoid accidents to his employees or his co-TPSSL's employees as per prevailing safety rules.
  21. In order to ensure longevity, safety of the core equipment and optimum performance of the system TPSSL should use only genuine spares of high quality standards.
  22. Supply of all spares, consumables and fixing / installation of the same including proper storage of tool, tackles & spares.
  23. TPSSL shall at his own expense provide all amenities to his workmen as per applicable law and rules.

24. TPSSL shall immediately report the accidents, if any, to the Engineer In charge & to all the concerned authorities as per prevailing laws of the state.
25. TPSSL shall comply with the provision of all relevant Acts of Central or State Governments including payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maturity Benefit Act 1961, Employees State Insurance Act 1948, Contract Labour (Regulations & Abolishment) Act 1970 or any modification thereof or any other law relating thereto and rules made there under from time to time
26. Coordinating, on behalf of GSECL, and obtaining renewal of statutory licenses, clearances and approvals from state departments such as State Electricity Supply & Transmission Boards/CEIG/GEDA/GETCO etc.
27. TPSSL shall keep updating the spares inventory at the site every time there is consumption of spare items towards replacement.
28. Coordinating with sub-station upon grid failures, line problems etc. and implementing the needful steps to restore the plant to normal operation
29. Theft incidents: immediate reporting to GSECL, filing FIRs with police stations on behalf of GSECL, coordination for site inspection by insurance companies and clearance of insurance claims, logging of events (date, time) and maintaining records
30. Proper housekeeping shall be maintained during O&M period by TPSSL.
31. Required security personnel shall be deployed for Plant security, round the clock.

All the civil defects, rectification, repairing, replacement related to civil works shall be in the scope of TPSSL during the O&M period, TPSSL shall be responsible for rectification of any defect in the civil work and maintain the structure/buildings in good condition with proper maintenance. TPSSL shall be responsible for the maintenance of each civil works carried out as mentioned below.

- 1. Buildings Control room premises, Underground water tank includes:**
  - I. Water tightness of roof and walls.
  - II. Painting to the structure either PEB/ RCC Framed structure at regular interval (not more than five years)
  - III. Plumbing & Sanitation related defects/replacement.
  - IV. Chalking / overflow of septic tank and soak pit.
  - V. Replacement / repairing of water tank if major/minor leakage observed.
  - VI. Leakage of water to be attended by suitable crack filler.
  - VII. Repairing/replacement of doors, windows, ventilators & rolling shutter.
- 2. Road WBM or Bitumen:**
  - I. Crack repairing of the road surface.
  - II. Pot-holes over the top road surface to be rectify.
  - III. Maintenance of shoulders for the rain cuts or damage due to some external reasons.
  - IV. Re-carpeting of the road surface at every five years interval.
- 3. Storm water Drainage:**
  - I. Before and after the monsoon season the storm water drainage shall be maintained & cleaned for smoother flow of storm water.
- 4. Main Entry gate & Fencing:**
  - I. Maintain the elegance of entry gate with painting as & when required.
  - II. Repairing & painting of fencing as & when required.



The above list is not exhaustive but indicative only. Although most of the structures covered here in, any other system (Civil, Structural and Architectural) required for successful operation and maintenance of the works shall form a part of this contract and shall be deemed to be included in the scope of works. The scope of Bidder/EPC TPSSL is including supply of all required materials, mobilization of labour, and arrangement of required tools tackles and equipment to carry out all above civil maintenance works.

### **3 PRICE**

The total firm price for all the Operation and Maintenance work covered under the scope of works as per clause No. 2 shall be as per schedule of O&M prices and total amount not exceeding Rs. 13,57,04,961/- (Rupees Thirteen cores Fifty Seven Lakhs Four thousand Nine Hundred sixty One only) (Inclusive of GST @ 18%) Prices offered are firm till execution and completion of complete contract.

### **4. GST**

Prices are firm and Inclusive of all taxes & duties & GST @ 18%.

### **5. STATUTORY VARIATION**

**5.1 Statutory variations** in the tax shall be permitted as under:

**(A) Statutory variations during original contractual completion period:**

- (i) If any increase takes place in taxes and duties due to statutory variation, then GSECL shall admit the same on production of documentary evidences.
- (ii) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GSECL or GSECL shall admit the decreased rate of taxes and duties while making the payment.

**(B) Statutory variations beyond original contractual completion period :**

- (i) If reasons for extension of contractual completion period is attributable solely to GSECL, the provisions of (A) (i) above shall apply.
- (ii) If reasons for extension of contractual completion period is attributable to Bidder, then:
  - (a) If any increase takes place in taxes and duties due to statutory variation, then GSECL shall not admit the same; however GSECL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract completion period.
  - (b) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GSECL or GSECL shall admit the decreased rate of taxes and duties while making the payment.

**5.2** Variation on account of exchange rate will not be payable. No statutory variation shall be payable by GSECL on the input items. i.e. raw materials etc.



## 6 TERMS OF PAYMENT:

Subject to any deduction which the Company may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, GSECL shall pay TPSSL in the following manner and at the following time.

### 6.1 Comprehensive Operation and Maintenance for 10 Years

Sr. No.	Particular	Basic Price in Rs.	GST
1	Operation and Maintenance of the Project for <b>First Year.</b>	95,83,407/-	Extra
2	Operation and Maintenance of the Project for <b>Second Year.</b>	99,50,077/-	Extra
3	Operation and Maintenance of the Project for <b>Third Year.</b>	1,03,31,580/-	Extra
4	Operation and Maintenance of the Project for <b>Fourth Year.</b>	1,07,28,508/-	Extra
5	Operation and Maintenance of the Project for <b>Fifth Year.</b>	1,11,41,477/-	Extra
6	Operation and Maintenance of the Project for <b>Sixth Year.</b>	1,15,71,126/-	Extra
7	Operation and Maintenance of the Project for <b>Seventh Year.</b>	1,20,18,121/-	Extra
8	Operation and Maintenance of the Project for <b>Eighth Year.</b>	1,24,83,155/-	Extra
9	Operation and Maintenance of the Project for <b>Ninth Year.</b>	1,29,66,947/-	Extra
10	Operation and Maintenance of the Project for <b>Tenth Year.</b>	1,42,29,807/-	Extra
<b>TOTAL</b>		11,50,04,205/-	Extra
Rupees Eleven Crore Fifty Lakh Four Thousand Two Hundred Five Only + GST Extra @ 18%			

On successful Operation & maintenance of the Solar PV Power Plant on quarterly basis for each year till 10 years.

6.2. TPSSL shall submit all the invoices of the O&M to The Chief Engineer (Generation) Gandhinagar TPS with copy to **Chief Engineer (Gen)**, Corporate Office, GSECL, Vadodara All material shall be consigned to Chief Engineer (Generation), Gandhinagar TPS.

6.3 On Successful Operation and Maintenance of the Solar PV Power Plant on monthly basis for each year till 10 years Subject to any deduction which the Company may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, TPSSL shall be entitled to payment as follows:

- All payments shall be made in Indian Rupees,
- TPSSL shall submit the bill / invoice for the work executed showing separately applicable GST and any other statutory levies in the bill / invoice.

- c. All taxes and deductions shall be applicable as per prevailing income tax and other statutory rules and provisions in force.
- d. Payment shall be released by the Sr. Accounts Officer/ Accounts Officer, GSECL, Gandhinagar TPS, through RTGS/NEFT.
- e. While making payment for each invoice, amount of GST and applicable-cess will be kept under retention till submission of documentary proof of payment of GST or till reflection of payment of GST pertaining to respective bill amount in GST 2A of GSECL for concern Invoice after due verification.
- f. TDS (IT and TDS on GST) will be deducted at the applicable rate.

## **7 INSURANCE**

- 7.1 Comprehensive insurance is to be arranged by TPSSL during the O&M period of the Contract.
- 7.2 TPSSL shall arrange to supply/ rectify/ recover the materials even if the claim is unsettled for timely completion of the Project. The final financial settlement with the insurer company shall be rested upon TPSSL.
- 7.3 TPSSL shall arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. TPSSL shall also undertake a Third Party Insurance. GSECL shall not be responsible for any such loss or mishap.
- 7.4 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, TPSSL shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of TPSSL.
- 7.5 At the end of the term of insurance undertaken by TPSSL, TPSSL shall provide all the necessary documents to the satisfaction of the Company in order to enable the Company to take up the insurance of the Plant.

## **8 OPERATION AND MAINTENANCE BANK GUARANTEE**

TPSSL shall submit bank Guarantees in line with clause No. 3.11 of RfP.

- 8.1 TPSSL shall submit the O&M Bank Guarantee as mentioned in the NIT, to GSECL within 30 days from the date of start of O&M period as specified in the RfS in favour of Chief Engineer (P&P), Gujarat State Electricity Corporation Limited, Vadodara. The format of the O&M Bank Guarantee is given in Appendix 18 (c): Format of Bank Guarantee for Performance for O&M.
- 8.2 O&M Bank Guarantee as 5% of EPC Contract Price (Rs 5,60,02,411.45 of Supply + Rs 86,97,901.7 of work =) Total Rs. 6,47,00,313.15/- In word Rupees Six Crore Forty Seven Lakh Three Hundred Thirteen and Fifteen paisa only, to be submitted upon completion and acceptance of Performance Guarantee Test as per Clause No. xii of Table A (Important Dates) above for a period of four (4) years.
- 8.3 O&M Bank Guarantee as 2.5% of EPC Contract price from the start of the sixth (6th) year of O&M period to the 90 days beyond completion of the O&M Period mentioned in Clause No. xii of Table A(Important Dates) above. This O&M BG shall cover the risk against

extended warrantee for equipment upto O&M Period and recovery towards shortfall in NEEGG during O&M Period. The O&M Bank Guarantee shall be valid 90 days beyond the O&M Period.

**8.4 Bank Guarantee against PV Module Warranty:** TPSSL shall submit Bank Guarantee Against PV Module Warrantee as per RfS Tender Clause No. 6.40.10 (A) shall submit a Bank Guarantee of Rs. 10 Lakh per each megawatt of PV modules (i.e. DC capacity) which shall be valid for a period of twenty five (25) years and 90 days. The minimum validity of the Bank guarantee shall be five (5) years and shall be renewed subsequently every five (5) years prior to thirty (30) days of its expiry. In case the PV module fails to provide power output as per its performance warranty, and if the TPSSL fails to rectify, replace or repair the PV module, then the Company shall carry out the necessary rectification, repair or replacement at its own discretion at the risk and cost of the TPSSL. The cost of such rectification, repair or replacement shall be encashed from the Bank Guarantee against PV Module Warranty. The same shall be replenished by the TPSSL within thirty (30) day, failing which the entire Bank Guarantee amount shall be encashed and all pending payment shall be withheld by the Company till such amount is replenished by the TPSSL. In another instance, if the TPSSL becomes bankrupt or insolvent, then the Company shall immediately encash the entire amount of the Bank Guarantee against PV Module Warranty.

**8.5 Bank Guarantee for shortfall at the time of PG Test:** TPSSL shall submit Bank Guarantee for shortfall at the time of PG Test (if applicable) as per clause No 3.11.6 (iv) BC is to be submitted @ Rs. "25.8 x No. of shortfall Units" BG should be valid for the period of 9 yrs. In case the TPSSL fails to achieve the NEEGG at the PG test then the TPSSL shall within a period of thirty (30) days, provide a Bank Guarantee of the amount equal to "Rs. 25.8 x No. of shortfall units" valid for a period of 9 (nine) years. In case the TPSSL achieves the NEEGG in the 10th year then the Bank Guarantee shall be returned to the TPSSL at the end of 10th year of O&M Period. However, if the TPSSL fails to achieve the NEEGG during the 10th year then Rs. 25.80/ kWh shall be charged for the shortfall that has occurred in the 10th year with a maximum amount limited to the Bank Guarantee value. For example, during the PG Test, if the TPSSL has a shortfall of 100 kWh, then the TPSSL shall submit a Bank Guarantee of Rs. 2580/- valid for 9 (nine) years. Further at the end of 10th year, if the short fall is of 100 kWh then maximum penalty of Rs 2580 shall be encashed from the Bank Guarantee. However, if the shortfall is of 80 kWh then Rs. 2064 (i.e. Rs.25.80 x 80kWh) shall be encashed from the Bank Guarantee and the remaining amount of the Bank Guarantee shall be released to the TPSSL. It is further clarified that the year-on-year shortfalls in achieving the NEEGG during the 1st to 10th year of O&M Period shall be charged as per Clause No 6.12.6 of this Tender Document, which shall be over and above the provision of this current Clause.

## **9 GUARANTEE / WARRANTY & PERFORMANCE PERIOD.**

- 9.1 TPSSL shall provide guarantee and be entirely responsible for the execution of the O&M Contract in accordance with the specification and Guaranteed Generation for 10 years as **Schedule 2**
- 9.2 TPSSL shall further provide guarantee and be responsible for the quality and workmanship of operation & maintenance. During the Operation and Maintenance and Guarantee period, TPSSL shall be responsible for any defects in the work due to faulty workmanship or due to use of sub-standard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by TPSSL without any extra cost to GSECL within a reasonable time as may be considered from the date of

receipt of such intimation from GSECL failing which GSECL shall take up rectification work at the risk and cost of the TPSSL.

## **10 Release of payments against Invoices**

Payment for a specific milestone shall be released within 30 days after submission of complete invoices along with all supporting documents.

## **11 Operation and Maintenance (O&M) Period:**

O & M Period will start upon successful of OAT for a period of ten (10) years i.e. from dt 25.11.2021. PG Test Period will be considered as per clause No (xii) of Table A (Important dates) of RfS.

## **12 Assignment Or Subletting Of Contract:**

TPSSL shall not, without the prior consent in writing of GSECL, assign or sublet or transfer its Contract in whole or in part, its obligations to perform under the Contract or a substantial part thereof, other than raw materials, or for any part of the work of which makers are named in the Contract, provided that any such consent shall not relieve TPSSL from any obligation, duty or responsibility under the Contract.

## **13. Labour Engagement**

- 13.1 TPSSL shall be responsible to provide all wages and allied benefits to its labours engaged for execution of O&M work and also to carry out Operation and Maintenance service. TPSSL shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof.
- 13.2 Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, TPSSL labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities shall be the responsibility of TPSSL and he shall have to make good loss, if any, suffered by GSECL on account of default in this regard by TPSSL.
- 13.3 TPSSL is encouraged to use local manpower as per the local statutory (labour) requirement, if any.
- 13.4 TPSSL shall obtain license under Contract Labour (Regulation & Abolition) Act 1970, read with rules framed there under and furnish the same to the Company within 15 days of the issue of detailed order of Contract failing which the detailed order of contract shall be cancelled/terminated without any further notice and its Bank guarantee shall be forfeited.
- 13.5 65% of the jobs that will be created due to the projected in the supervisory and managerial cadres and 80% of the jobs that will be created in other cadres due to the project shall be filled in by employing the local persons. The expression "local person" shall mean a person domicile in Gujarat state for a minimum period of 15 years prior to applying for employment to TPSSL.

## **14 PENALTY /LIQUIDATED DAMAGES.**

### **14.1 Underperformance**

At the time of the Operational Acceptance Test, any shortfall in the Performance Ratio (PR) as determined through the Test Procedure in the Appendix 16: Procedure for Performance Testing will attract imposition of Liquidated Damages after one (1) unsuccessful chance. For any shortfall in PR below 0.75 by the TPSSL for the second (2) time, a penalty of 1% of the EPC Contract Price (including taxes & duties) shall be levied. In case the first the Test is unsuccessful then penalty shall not be charged but TPSSL has to make the necessary corrections to conduct the test again within the stipulated maximum 15 days so as to demonstrate the PR equal to or more than 0.75. In the second (2nd) time, a penalty at the rate specified above shall be levied on TPSSL. The penalty shall be deducted from the pending payment and Performance Bank Guarantee. However, if Contractor feels that NEEGG may not be achieved and want to carry out further correction, the same will be allowed for the one more time i.e. 3rd time but PG Test and O&M period shall start from such later date as mentioned in Point no. A (xi) in NIT; Table Pg. 4. In case TPSSL is successful in 3rd attempt then 1% of the EPC Contract Price (including taxes & duties) deducted after unsuccessful 2nd attempt shall be returned. However, if TPSSL fails in the 3rd attempt as well then the penalty deducted at the time of 2nd unsuccessful attempt shall not be returned.

### **14.2 Performance Guarantee Test / Final Acceptance Test**

If the "Actual Delivered Energy" at metering point is less than the Base NEEGG (corresponding to NEEGG quoted for 1st year of O&M) based on the procedure mentioned in the Appendix 15, then the penalty at rate of Rs 4.0 per kWh shall be charged for the shortfall.

### **14.3 Penalty for Loss of Generation during O&M**

14.3.1 For each Contract Year, TPSSL shall demonstrate "Actual Delivered Energy" at the Metering Point as compared to the 'Base NEEGG' for the particular year (calculated as per the methodology given in Appendix 16 Part C).

14.3.2 If for any Contract Year, it is found that the 'Actual Delivered Energy' is less than 'Base NEEGG' for the particular year, TPSSL shall pay the compensation to GSECL equivalent to Rs 4.0 per kWh of under-generation. The same shall be recovered from payments yet to be made by GSECL to TPSSL and/or from the Bank Guarantees available with GSECL.

14.3.3 In case of any defect in the system after Commissioning, TPSSL shall repair it within forty eight (48) hours. After 48 hours, Penalty shall be charged and the same shall be deducted /recovered from payments yet to be made by GSECL to the Contractor and / or from the Bank Guarantee submitted to GSECL. A penalty at the rate of Rs 4.0 per kWh shall be charged by the company for the loss of generation due to that effect post 48 hours. The loss of generation shall be calculated with respect to the NEEGG of that particular year based on the actual radiation.

14.3.4 However, in case TPSSL fulfills the NEEGG at the end of the year then the amount deducted as a penalty for loss of generation as per this Clause shall be adjusted in TPSSL's bill or reimbursed. In case TPSSL fails to meet the NEEGG at the end of the year then above-mentioned penalty shall be adjusted from the penalty calculated at the end of the year for the shortfall in the generation so that there is no duplication of penalty for the same loss of generation. The first 48 hours shall not be considered for the penalty in case of any defect.

- 14.3.5 In case the Project fails to generate any power continuously for 6 months any time during the O&M period, it shall be considered as an "Event of Default". Upon occurrence of an Event of Default herein, GSECL shall have the right to encash the entire amount of O&M Bank Guarantee submitted by TPSSL and withheld any other pending payment.
- 14.3.6 The Company reserves the right to perform random audits of weather monitoring system of the plant anytime during the entire O&M period. If any discrepancy is found between the measured parameters, the difference between the measured parameters by GSECL from secondary sources and the weather monitoring system installed by TPSSL at the site will be factored in calculating the adjusted NEEGG during the entire year. However, GSECL will have the final authority to decide on this matter.
- 14.3.7 Contractor is responsible for Scheduling & Forecasting of Plant in line with GERC regulations in existence and amended from time to time. Any liability which may arise in form of penalty to be levied as per GERC, shall be paid by Contractor. Moreover, weekly DSM Charges billed by SLDC shall be equally shared by M/s GSECL & M/s TPSSL i.e. 50% DSM charges shall be recovered from quarterly bill of O & M.

## **15.0 DSM charges**

- 15.1 EPC/O&M contractor shall be responsible for carrying out scheduling & forecasting work.
- 15.2 All cost associated towards scheduling & forecasting activity like charges for Qualified Coordinating Agency (QCA), additional SCADA requirements if any for accurate scheduling & forecasting work, related to DSM regulation by GERC in existence and amended from time to time, shall be in the scope of EPC/O&M contractor.
- 15.3 GSECL shall bear 50% of DSM charges and EPC/O&M contractor shall have to bear remaining 50% DSM charges.

## **16.0 Defect Liability**

- 16.1 TPSSL must warrant that the facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.
- 16.2 If it shall appear to the authorized representative of the Company [GSECL] that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of Contract are unsound or otherwise not in accordance with the Contract, TPSSL shall on demand in writing inform the authorized representative of the Company specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently or otherwise passed, certified and paid for. TPSSL shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the authorized representative of the Company [GSECL] in its demand aforesaid, the Project Manager may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and cost in all respects of the TPSSL. The decisions of the authorized representative of the Company [GSECL] as to any question arising under this Clause shall be final and conclusive.

- 16.3 TPSSL shall be liable for the operation and maintenance of the Facility and consequently shall be required to rectify any defects that emerge during the operation of the Facilities for the entire term of this Contract. Defect Liability Period shall be eighteen (18) months from the date of **Commissioning or twelve (12) months from the completion of last Operational Acceptance Test, whichever is later.**"
- 16.4 If during the Defect Liability Period any defect found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by TPSSL, TPSSL shall promptly, in consultation and agreement with GSECL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as TPSSL shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.
- 16.5 Furthermore, without prejudice to the generality of the foregoing, it is clarified that TPSSL shall also be responsible for the repair, replacement or making good of any defect or any damage to the Facilities arising out of or resulting from any of the following causes:
- a. Improper operation or maintenance of the Facilities by TPSSL during operation and maintenance of the Facility; or
  - b. Operation of the Facilities violating specifications of the Facilities.
- 16.6 GSECL shall give TPSSL a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. GSECL shall afford all reasonable opportunity for TPSSL to inspect any such defect.
- 16.7 GSECL shall provide TPSSL all necessary access to the Facilities and the Site to enable TPSSL to perform its obligations.
- 16.8 TPSSL may, with the consent of GSECL, remove from the Site any Plant and Equipment or any part of the Facilities that are defective, if the nature of the defect and/ or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.
- 16.9 If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Facilities or any part thereof, GSECL may give to the TPSSL a notice requiring that tests of the defective part of the Facilities shall be made by TPSSL immediately upon completion of such remedial work, whereupon TPSSL shall carry out such tests.
- 16.10 If such part fails the tests, TPSSL shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by GSECL and TPSSL for the original equipment/part of the Facilities.
- 16.11 If TPSSL fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), GSECL may, following notice to TPSSL, proceed to do such work, and the reasonable costs incurred by GSECL in connection therewith shall be paid to GSECL by the TPSSL or may be deducted by GSECL from any monies due to the TPSSL or claimed under the Performance Guarantee, without prejudice to other rights, which GSECL may have against TPSSL in respect of such defects.
- 16.12 If the Facilities or any part thereof cannot be used by reason of such defect and/ or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by GSECL because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/ replacement shall have the defect liability period of eighteen (18) months from such replacement.
- 16.13 In addition, TPSSL shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the Defect Liability Period specified under Clause 16.



## 17.0 Termination for Default

- 17.1 The Company may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to TPSSL, terminate the Contract in whole or in part if TPSSL fails to deliver or execute any or all of the goods within the time period(s) under the Contract or any extension thereof granted by GSECL pursuant to the clause for Delay in Execution or Failure to Supply or, if the TPSSL fails to perform any other obligations(s) under the Contract.
- 17.2 In the event the Company terminates the Contract in whole or in part, pursuant to above, the Company may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered. TPSSL shall be liable to the Company for any excess costs for such similar goods. However, TPSSL shall continue the performance of the Contract to the extent not terminated.
- 17.3 In case TPSSL is not able to demonstrate the "Actual Delivered Energy" as per the "Base NEEGG" based on the procedure mentioned in Appendix 16 during the Performance Guarantee Test and after the penalties levied as mentioned in Clause 14.3; GSECL reserves the right to terminate the Contract at its discretion if there are no efforts are made from TPSSL to correct the issues regarding plant performance.
- 17.4 In case termination of the Contract due to default, TPSSL may be blacklisted by GSECL, GSECL, and its associates companies, etc. for future work.

## 18.0 Breach and Cancellation of the Contract

- 18.1 In case of non-performance in any form or change of the covenant and conditions of the Contract by TPSSL, the Company shall have the power to annul, rescind, cancel or terminate the order and upon its notifying in writing to TPSSL that it has so done, this Contract shall absolutely determine. The decision of the Company in this regard shall be final and binding.
- 18.2 The Company may cancel the order or a portion thereof, and if so purchase or authorize purchase of the plant/equipment not so delivered or order Plant/ Equipment of similar description (opinion of the Company shall be final) at the risk and cost of TPSSL.

## 19 Force Majeure

- 19.1 In the event of either party being rendered unable by Force Majeure to perform an obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.
- 19.2 The term "Force Majeure" shall have herein mean riots (other than among the TPSSL's employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by TPSSL's negligence and other causes which TPSSL has no control and accepted as such by GSECL whose decision shall be final and binding. Normal rainy season and monsoon are not Force Majeure.
- 19.3 Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.



- 19.4 Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.
- 19.5 If works are suspended by Force Majeure conditions lasting for more than two (2) months, GSECL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 19.6 TPSSL shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

## **20 ARBITRATION**

- 20.1 All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with the Contract or any matter arising out of or in relation thereto shall be referred to the Sole Arbitrator and provision of Arbitration and Conciliation Act, 1996 shall be applied as updates time to time.
- 20.2 TPSSL shall ensure that the work under this Contract shall continue during arbitration proceedings and dispute and no payments due from or payment by the Company shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 20.3 The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued or such other place as the Arbitrator, in his discretion, may determine.

## **21 Court of Competent Jurisdiction**

The Courts of Vadodara for GSECL shall have exclusive jurisdiction in all matters arising under the Contract.

## **22.0 CONTRACT AGREEMENT**

You will have to enter into a contract agreement on a stamp paper of Rs. 300/- as per attached standard Performa Appendix-19. The cost of the stamp paper and agreement shall be borne by you. The agreement shall be signed by authorized person of your company with the common seal of your company.

## **23.0 ACKNOWLEDGEMENT**

Please acknowledge the receipt of this order and convey your acceptance for the same. Please note that if you fail to acknowledge this order in token of acceptance within seven days time from the date of receipt, you will be deemed to have accepted this order and terms and conditions set therein along with annexure/schedules attached.



24. GSECL GST NO:- 24 AAA CG 6864F1Z0

Yours faithfully,

For & On behalf of Gujarat State Electricity Corporation Limited,

*(D.M.) DMJG  
25.1.2022*

(Dinkar M. Jethva)  
Chief Engineer (P&P)  
GSECL: CO: Vadodara

- Encl: (1) Schedule of Prices, Schedule 2 & Annexure A  
(2) Appendix 19 as per RfP ; Performa for contract agreement.  
(3) Appendix 18(C) as per RfP, BG Format

**Copy to:**

1. CE (Gen), GSECL C.O Vadodara
2. GM (F&A) GSECL, C.O.Vadodara
3. Chief Engineer (G) GSECL, Gandhinagar, TPS .
4. I/c Additional Chief Engineer (Civil) GSECL, C.O.Vadodara



Sub: O&M Works of 30MW solar photovoltaic grid connected power plant a Chandarva, Dist: Botad in the state of Gujarat.

Schedule of Prices

Sr. No.	Particular	Basic Price	GST
1	Operation and Maintenance of the Project for <b>First Year.</b>	95,83,407	Extra
2	Operation and Maintenance of the Project for <b>Second Year.</b>	99,50,077	Extra
3	Operation and Maintenance of the Project for <b>Third Year.</b>	1,03,31,580	Extra
4	Operation and Maintenance of the Project for <b>Fourth Year.</b>	1,07,28,508	Extra
5	Operation and Maintenance of the Project for <b>Fifth Year.</b>	1,11,41,477	Extra
6	Operation and Maintenance of the Project for <b>Sixth Year.</b>	1,15,71,126	Extra
7	Operation and Maintenance of the Project for <b>Seventh Year.</b>	1,20,18,121	Extra
8	Operation and Maintenance of the Project for <b>Eighth Year.</b>	1,24,83,155	Extra
9	Operation and Maintenance of the Project for <b>Ninth Year.</b>	1,29,66,947	Extra
10	Operation and Maintenance of the Project for <b>Tenth Year.</b>	1,42,29,807	Extra
<b>TOTAL</b> (Rupees Eleven Crore Fifty Lakhs Four Thousand Two Hundred Five Only + GST Extra @ 18%)		11,50,04,205	Extra

*Dinkar M. Jethva*  
29.1.2022  
(Dinkar M. Jethva)  
Chief Engineer (P&P)  
GSECL: CO: Vadodara



Sub: O&M Works of 30MW solar photovoltaic grid connected power plant  
Chandarva, Dist: Botad in the state of Gujarat.

Schedule 2

Net Electrical Energy Generation Guarantee NEEGG

Year	Guaranteed Generation (NEEGG) kWH	CUF %
1	76012806	28.92
2	75616267	28.77
3	75219729	28.62
4	74823190	28.47
5	74426652	28.32
6	74030113	28.17
7	73633575	28.02
8	73237036	27.87
9	72840497	27.72
10	72443959	27.57

*M. Jethva*  
29.11.2022  
(Dinkar M. Jethva)  
Chief Engineer (P&P)  
GSECL: CO: Vadodara



## Annexure A

### Procedure for Performance Testing

#### Part A: Operational Acceptance Test Procedure

##### Performance Ratio (PR) - Test Procedure

1. Performance Ratio as determined through the PR Test Procedure specified here should not be less than 0.75 for Operational Acceptance Test.
2. The Performance Ratio Test to prove the guaranteed performance parameters of the power plant shall be conducted at site by TPSSL in presence of the Company. TPSSL Engineer shall make the plant ready to conduct such tests. The Operational Acceptance Test shall be commenced, within a period of one (1) month after successful Commissioning and, there will be continuous monitoring of the performance for 30 days. Any extension of time beyond the above one (1) month shall be mutually agreed upon. These tests shall be binding on both the parties to the Contract to determine compliance of the equipment with the guaranteed performance parameters. This monitoring will be performed on the site under the supervision of the Company/ Company's engineer.
3. The test will consist of guaranteeing the correct operation of the plant over 30 days, by the way of the efficiency rate (performance ratio) based on the reading of the energy produced and delivered to the grid and the average incident solar radiation. During this period of 30 days, any 5 (five) instances of 15 (fifteen) minutes shall be taken to calculate the instantaneous Performance Ratio of 15 minutes block as per the formula given below in Point No. 5. If the PR of these five instances is above 75%, then Operations Acceptance Test (OAT) shall be considered successful.
4. PR shall be demonstrated against the installed DC Capacity.
5. The Efficiency or performance ratio (PR) of the PV Plant is calculated as follows (according to IEC 61724)

$$\text{Performance Ratio (PR)} = Y_A / Y_R$$

Where;

$Y_A$  = Final (actual measured) PV system yield in kilo-watt hours at the point of measurement during the testing period, and

$Y_R$  = Reference yield calculated as the product of the insolation on the plane of the collector (i.e. PV modules) in kWh/ m<sup>2</sup> during the testing period and the installed DC capacity of the plant in kW.

= [Insolation on the plane of the collector (i.e. PV modules) in kWh/ m<sup>2</sup> during the testing period] x Installed DC Capacity

= (kWh/m<sup>2</sup>) x Installed DC Capacity



## Part B: Monitoring System for PR Verification

The following instrumentation will be used to determine the Solar Plant Performance:

- Power Meter at the delivery point.
- Power Meter for each inverter for reference only.
- One nos. calibrated pyranometer to determine irradiance on the plane of array (with a target measurement uncertainty of  $\pm 2$ ).
- One nos. calibrated pyranometer to determine irradiance on horizontal plane (with a target measurement uncertainty of  $\pm 2$ )
- Two nos. thermocouples to measure module temperature with a measurement uncertainty of  $\pm 1$  °C.
- Shielded ventilated thermocouple with a measurement accuracy of  $\pm 1$ °C.
- An anemometer mounted on a 10m mast to measure wind speed (without additional shadowing on modules).
- Data measurement shall be witnessed in the format mutually agreed before the start of PR test by the employer and TPSSL jointly for the said period.
- TPSSL shall show the specified PR for Operational Acceptance.

## Part C: The procedure for Performance Guarantee Test (PGT) - cum- Final Acceptance Test- shall be as follows:

1. A weather station with a calibrated pyranometer shall be installed by TPSSL at the location mutually agreed by TPSSL and GSECL. The test report for the calibration shall be submitted by TPSSL for approval by GSECL. The calibration should be traceable to a national/international laboratory. The output of this pyranometer for shall be logged in the SCADA system.
2. In case the pyranometer is found to be working erratically then immediately TPSSL shall take necessary steps to rectify and/or recalibrate the instrument to the satisfaction of GSECL. However, for the dispute period for which such error has occurred and until the instrument is recalibrated to the satisfaction of GSECL, data from any one of the following list of sources as decided by GSECL will be used:
  - i. A separate pyranometer installed by the Company near the site, if available
  - ii. Average of two closest solar power projects, as identified by GSECL
  - iii. Nearest MNRE weather station
3. "Actual Delivered Energy" from the plant supplied by TPSSL shall be noted for every month and summed up for entire year. For this purpose, the net delivered energy at the metering point shall be taken into account.
4. The measured value of energy at step (3) shall be compared with 'Base NEEGG' and hence with 'Base CUF' value. "Base NEEGG/ CUF" for a month is calculated by using the NEEGG quoted in the offer by TPSSL adjusted with a correction factor to take into account the actual average global solar radiation measured by the calibrated pyranometer for that year.
5. Further, if the plant is not able to achieve the calculated *Base NEEGG/CUF* during PGT and O&M period and there is a shortfall in energy generation, then TPSSL shall be penalized as per relevant Clause of the Tender.
6. TPSSL shall share with GSECL all the radiation, generation, etc. parameters details and all other factors necessary for GSECL to corroborate the estimate. GSECL has the right to cross verify data submitted by TPSSL by all possible means/sources.



Following factors may be noted for computing the Base NEEGG/ CUF and PR Test:

7. Effect due to variation in annual insolation shall only be considered for computing the Base NEEGG/ CUF.
8. Effect due to variation of meteorological parameters e.g. ambient temperature, wind speed, humidity etc. shall not be considered.
9. **Generation loss due to grid outage (or power evacuation system which is not in the scope of TPSSL):** The measured global solar radiation of the period of the outage of the power evacuation system shall be excluded to calculate average global solar radiation for the period of PGT and O&M.

**Solar Radiation:**

10. Ideally, actual measurement of solar radiation at the site is desirable for estimating the projected power output since solar energy is the raw material for power generation.

Month	GHI (kWh/m <sup>2</sup> /month)
January	156
February	164
March	201
April	211
May	209
June	178
July	135
August	131
September	161
October	178
November	149
December	142
<b>Annual</b>	<b>2015</b>

The above radiation data shall be used to calculate NEEGG. This radiation data is for evaluation purposes. However, for every year actual radiation shall be considered to calculate the NEEGG.

**Illustration:**

If the GHI of a year is more or less than the reference GHI then NEEGG will be calculated as follows:

NEEGG = (Actual GHI x NEEGG guaranteed by TPSSL on reference GHI) / (Reference GHI)

NEEGG guaranteed by TPSSL = 71,832,000 KWh

Reference GHI = 1886 KWh/m<sup>2</sup> per annum

**For Example:**

**Case (A) for higher irradiation:**

If Actual GHI = 1900 kWh/m<sup>2</sup> per annum then NEEGG will be:

$$\text{NEEGG} = (1900 \times 71,832,000) / 1886$$

$$\text{NEEGG} = 72,365,217 \text{ KWh/ Annum}$$

**Case (B) for lower irradiation:**

If Actual GHI = 1850 kWh/m<sup>2</sup> per annum then NEEGG will be:

$$\text{NEEGG} = (1850 \times 71,832,000) / 1886$$

$$\text{NEEGG} = 70,460,870 \text{ KWh/ Annum}$$

*(Signature)*  
29.1.2022  
(Dinkar M Jethva)  
Chief Engineer (P&P)  
GSECL: CO: Vadodara

Bid for Design, Engineering, Supply & Procurement, construction, operation and maintenance of 175 MW solar Photovoltaic grid connected power plant ranging from 20 MW to 40 MW at various substations of GTCCO in the State of Gujarat.



Appendix B (ii) Format of Bank Guarantee for Performance of E&M

*[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]*

Reference No. .... Bank Guarantee No. .... Dated: .....

To:

**The Chief Engineer (P&P)**

Gujarat State Electricity Corporation Limited ("GSECL")

VidyutBhawan, Race Course

Vadodara-390 007, Gujarat

Dear Sir,

WHEREAS ..... *[Insert name of the Contractor]* with address ..... *[Insert address of the Contractor]* having its registered office at ..... *[Insert address of the Contractor]* (hereinafter, the "Bidder") wishes to participate in RFP document No. GSECL/ PP/ RF&BD/ 185MW Solar PV issued by Gujarat State Electricity Corporation Limited ("GSECL") (hereinafter, the "Beneficiary") for Operation and Management of Performance of Solar Power Project.

And WHEREAS a Bank Guarantee for Rupees / ..... / valid till ..... *[Insert date for 5 years from the date of commissioning]* is required to be submitted by the Contractor as per the terms and conditions of the RFP.

GSECL/ PP/ RF&BD/ 175 MW Solar PV (Sign and Seal of Bidder) Page 203 of 220

Bid for Design, Engineering, Supply & Procurement, construction, operation and maintenance of 175 MW solar Photovoltaic grid connected power plant ranging from 30 MW to 40 MW at various substations of GJTCO in the State of Gujarat.

We, .....*[Insert name of the Bank and address of the Branch giving the Bank Guarantee]* having our registered office at ..... *[Insert address of the registered office of the Bank]* hereby give this Bank Guarantee No ..... *[Insert Bank Guarantee number]* dated ..... *[Insert the date of the Bank Guarantee]*, and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Beneficiary any officer authorized by it in this behalf any amount not exceeding Rupees *[.....]* to the said Beneficiary on behalf of the Bidder.

We ..... *[Insert name of the Bank]* also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of further O&M Performance Bank Guarantee by the Bidder within the stipulated time of the Letter of Intent to the Bidder or any violation to the relevant terms stipulated in the RFP would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of ..... *[Insert the date of validity of the Bank]* and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Beneficiary.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rupees ..... *[Insert the Amount]*. Our Guarantee shall remain in force till ..... *[Insert date]*. Unless demands or claims under this Bank Guarantee are made to us in writing on or before ..... *[Insert date]*, all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

CHIEF EXECUTIVE OFFICER

*[Sign and Seal of Bidder]*

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Bid for Design, Engineering, Supply & Procurement, construction, operation and maintenance of 175 MW solar Photovoltaic grid-connected power plant ranging from 20 MW to 40 MW at various substations of GJTCO in the State of Gujarat.



*[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]*

*[Insert signature of the Bank's Authorized Signatory]*

**Attested:**

..... [Signature] (Notary Public)

Place: .....

Date: .....

**INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

- The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the Tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.
- The Bank Guarantee by the Bidder shall be given from bank only given in Appendix 17.
- This Bank Guarantee/ all further communication relating to the bank guarantee should be forwarded to The Chief Engineer, (P&P), Vadodra
- The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.

Rid for Design, Engineering, Supply & Procurement, construction, operation and maintenance of 175 MW solar Photovoltaic grid connected power plant ranging from 20 MW to 40 MW at various substations of GSECL in the State of Gujarat.



Appendix 19: Contract Agreement (to be entered separately with GSECL for their respective projects)

This agreement is made at VADODARA the -----day of -----in the Christian year Two thousand ----- between ----- (herein after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to the contract include its successors or permitted assigns) of the one part and the Gujarat State Electricity Corporation Ltd. having their Head Office at Sardar Patel Vidyut Bhavan, Race Course, VADODARA - 390 007 (hereinafter called "The GSECL" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid GSECL has accepted the Tender of the aforesaid contractors for ----- as per (GSECL's Order No. ----- hereinafter called "the Works" and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the Order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri ----- on behalf of the Contractors and by ----- on behalf of the GSECL, a list whereof is made out in the Schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression "the Works" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS THE GSECL has accepted the Tender of the contractors for the construction of the said works for the sum of Rs. ----- (Rupees: -----) upon the terms and subject to the conditions herein mentioned

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED THAT:**

GSECL/PP/REAR/175 MW S&P/PS/

(Sign and Seal of Bidder)

Page 206 of 220

Bid for Design, Engineering, Supply & Procurement, construction, operation and maintenance of 7.75 MW solar Photovoltaic grid connected power plant ranging from 20 MW to 40 MW at various substations of GSECL in the State of Gujarat.



- (a) The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or therefrom respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms, conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid, the GSECL, doth hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payments to be made at such times and in such manner as is provided by the contract.
- (b) The conditions and covenants stipulated herein before in this contract are subject to and without prejudice to the rights of the GSECL, to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or Tender schedule, drawing, etc., attached with GSECL's Order No.-----.

The contract value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

**SCHEDULE**

List of documents forming part of the contract:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

In witness whereof the parties hereto have set their hands and seals this day and month year first above written.

ONLY FOR READ (TS SWNIG) PV)

(Sign and Seal of Bidder)

Page 207 of 220

Bid for Design, Engineering, Supply & Procurement, construction, operation and maintenance of 175 MW solar Photovoltaic grid connected power plant ranging from 30 MW to 40 MW at various substations of GSECL in the State of Gujarat.



1. Signed, Sealed and delivered by:

(Signature with Name, Designation & official seal)

for and on behalf of M/s. \_\_\_\_\_

In the presence of name, Full Address & Signatures :

i)

ii)

2. Signed, Sealed and Delivered by:

(Signature with Name, Designation & official seal)

For and on behalf of Gujarat State Electricity Corporation Ltd.,  
Vidyut Bhavan, Race Course, VADODARA - 390 007.

In the presence of Name, Full Address & Signature:

i)

ii) \_\_\_\_\_  
\_\_\_\_\_

ENCL. FOR BIDDING TO MW Solar PV

(Sign and Seal of Bidder)

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Annexure-G



**GEDA**

ગુજરાત ઊર્જા વિકાસ એજન્સી  
GUJARAT ENERGY DEVELOPMENT AGENCY  
A Government of Gujarat Organisation

**BY RPAD**

Date: July 15, 2021

GEDA/SOL-47/2021/07/OW/ 1804

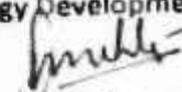
**CERTIFICATE OF COMMISSIONING**

This is to certify that M/s. Gujarat State Electricity Corporation Ltd., Vidhyut Bhavan, Race Course, Vadodra, Dist.- Vadodara has installed and commissioned 20 MW (AC)/ 29.445 MW (DC) capacity Solar Power Plant at Survey no.85/2 P1, Village- Chandarva, Ta- Ranpur, Dist.- Botad on 07-06-2021 along with the associated equipment as per following details.

GEDA Registration No.	GMSPVINDGEDA16032021-47
Capacity of Solar Power Project	20 MW (AC)/ 29.445 MW (DC)
SPV Modules- Type / Make	Polycrystalline / ZNShine
Nos. of Photovoltaic Modules / Rating	44520 / 330 Wp, 44040 / 335 Wp
Inverters- Type / Make	Central / Sungrow
Nos. of Inverter / Rating	04 / 5 MW
ABT Meter- Make / Serial no.	Secure / GJ 4845 A
Name of Substation	66 kV GETCO Substation, Chandarva

The commissioning of the Ground Mounted Solar PV System has been carried out; the ABT meter has been installed.

For Gujarat Energy Development Agency

  
(Hitesh Mehta)  
Sr. Project Executive I/c.

To,

✓ M/s. Gujarat State Electricity Corporation Ltd.  
Vidhyut Bhavan, Race Course, Vadodra,  
Dist.- Vadodara  
**District- Vadodara- 390007**

Cc to: (1) Addl. Chief Engineer (R & C),  
Gujarat Energy Transmission Corporation Limited (GETCO),  
Sardar Patel Vidyut Bhavan, Race Course,  
Vadodara - 390 007

(2) Chief Engineer, State Load Dispatch Centre (SLDC)  
GETCO, 132kV Gotri Sub Station Compound,  
Opp. Kalpvrux building, Near T.B. Hospital, Gotri Road,  
Vadodara - 390 021

સાંબંધિત માહિતી માટે, કૃપા કરીને નીચેના સંબંધિત સંસ્થાનોનો સંપર્ક કરવો.

4th Floor, Block No. 11-12, Udhayogbhavan,  
Sector-11, Gandhinagar-382017, India.

Ph. : 079-232 57251-53  
Fax : +91 79 232-47097, 57255  
e-mail : director@geda.org.in  
www.geda.gujarat.gov.in





# GEDA

ગુજરાત ઊર્જા વિકાસ એજન્સી  
GUJARAT ENERGY DEVELOPMENT AGENCY  
A Government of Gujarat Organisation

BY RPAD

GEDA/SOL-47/2021/09/OW/5305

Date: September 27, 2021

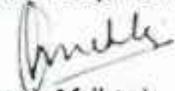
## CERTIFICATE OF COMMISSIONING

This is to certify that M/s. Gujarat State Electricity Corporation Ltd., Vidhyut Bhavan, Race Course, Vadodra, Dist.- Vadodara has installed and commissioned 10 MW(AC)/ 14.71 MW(DC) capacity Solar Power Plant at Survey no.85/2 P1, Village- Chandarva, Ta- Ranpur, Dist.- Botad on 23-08-2021 along with the associated equipment as per following details.

GEDA Registration No.	GMSPVINDGEDA16032021-47
Capacity of Solar Power Project	10 MW(AC)/ 14.71 MW(DC)
SPV Modules- Type / Make	Monocrystalline / Jinergy
Nos. of Photovoltaic Modules / Rating	1680 / 440 Wp, 23130 / 445 Wp, 8176 / 450 Wp
Inverters- Type / Make	Central / Sungrow
Nos. of Inverter / Rating	02 / 5 MW
ABT Meter- Make / Serial no.	Secure / GJ 4845 A
Name of Substation	66 kV GETCO Substation, Chandarva

The commissioning of the Ground Mounted Solar PV System has been carried out; the ABT meter has been installed.

For Gujarat Energy Development Agency

  
(Hitesh Mehta)

Sr. Project Executive I/c.

To,

M/s. Gujarat State Electricity Corporation Ltd.

Vidhyut Bhavan, Race Course, Vadodra,

Ta- Vadodara

District- Vadodara- 390007

Cc to: (1) Addl. Chief Engineer (R & C),  
Gujarat Energy Transmission Corporation Limited (GETCO),  
Sardar Patel Vidyut Bhavan, Race Course,  
Vadodara - 390 007

(2) Chief Engineer, State Load Dispatch Centre (SLDC)  
GETCO, 332kV Gotri Sub Station Compound,  
Opp. Kalpvruk building, Near T.B. Hospital, Gotri Road,  
Vadodara - 390 021

સોલો સુર્ય, ભોટો સ્ટ. ૧૧ અને ૧૨ ઉદ્યોગભવન  
સેક્ટર-૧૧, ગાંધીનગર - ૩૮૨ ૦૧૦  
4th Floor, Block No. 11-12, Udhogybhavan,  
Sector-11, Gandhinagar-382017, India

Ph : 079-232 57251-53  
Fax : +91 79 232-47097, 57255  
e-mail : director@geda.org.in  
www.geda.gujarat.gov.in

**Annexure-H**

To,  
The General Manager (F&A),  
Gujarat State Electricity Corporation Ltd.  
Vidyut Bhavan, Race Course,  
Vadodara-390007  
Gujarat, India

**Certificate on Capital Cost Incurred for 30 MW Chandarva  
Solar Power Project**

1. This report is issued in accordance with the terms of your mail dated 07.05.2025.
2. The accompanying details of Capital cost incurred for 30 MW Chandarva Solar Power Project up to 31<sup>st</sup> March 2025 has been prepared by Gujarat State Electricity Corporation Ltd for submission to Gujarat Electricity Regulatory Commission (GERC) for determination of tariff.

**Management's Responsibility**

3. The accompanying Statement (Annexure), including the creation and maintenance of all accounting and other records supporting its contents, is solely the responsibility of the management of the Company.
4. The Company's Management is also responsible for ensuring that the company complies with all the requirements of cost capitalization.

**Our Responsibility**

5. It is our responsibility to report on Annexure, based on our examination of the matters in the annexure with reference to unaudited records of the Company for the period ended 31<sup>st</sup> March 2025.
6. We conducted our examination of the Annexure in accordance with the Guidance Note on Reports or Certificates for Special Purposes issued by the Institute of Chartered Accountants of India. The Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by the Institute of Chartered Accountants of India.



# MUKUND & ROHIT

CHARTERED ACCOUNTANTS

7. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.

## Opinion

8. Based on our examination as above, and the information and explanations given to us, we report that the Annexure is in agreement with the books of account and other records of the Company as produced to us for our examination.

## Restriction on Use

9. This report has been issued at the request of the Board of Directors of the Company, for submission to Gujarat Electricity Regulatory Commission (GERC) for determination of tariff. Our report should not to be used for any other purpose or by any person other than the addressee of this report. Accordingly, we do not accept or assume any liability or duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

**For Mukund & Rohit**  
**Chartered Accountants**  
**Registration No. 113375W**



**Swati Intodia**  
**Partner**

**Membership No. 407106**  
**UDIN: 25407106BMGPZQ2146**



**Place : Vadodara**  
**Date : 19-05-2025**



# MUKUND & ROHIT

CHARTERED ACCOUNTANTS

## Annexure

We hereby certify that Gujarat State Electricity Corporation Ltd. located at Vidyut Bhavan, Race Course, Vadodara 390007 has the following capital cost incurred for 30 MW Chandarva Solar Power Project as on 31.03.2025:

Sr No.	Description	Amount (₹)
1	Other Civil Works	13,20,12,396.87
2	Plant & Machinery	1,22,44,87,319.71
3	Lines & Cable Network	8,25,52,607.51
	<b>Total</b>	<b>1,43,90,52,324.09</b>

S.P. 4% / MW

This certificate is issued at the request of the client, after verifying necessary and relevant documents produced by the company.



(vi) As per Govt. CR → Estimate cost S. No. 1/20.

(vii) Copy of tender documents

P.O. (i) Supply → 112,00,14,229 =  
 (ii) Design Construction Commission 17,39,58,034  
 G. 129

(i) 16<sup>10</sup>/<sub>3</sub> - 129 = 14

(ii) O&M → 1 year No Proof.

(iii) BIDD for Selection of Supplier & Contractor RORs

(iv) Ask Govt CR. Selection of contractor on tender basis

(v) 1.54% O&M free - No Proof

(vi) Selection of O&M contracts





IN-GJ69911974214280W

**INDIA NON JUDICIAL**

**Government of Gujarat**

**Certificate of Stamp Duty**



Certificate No. : IN-GJ69911974214280W

Certificate Issued Date : 25-Sep-2024 05:28 PM

Account Reference : IMPACC (SV)/ gj13352504/ BARODA/ GJ-BA

Unique Doc. Reference : SUBIN-GJGJ1335250455894329351419W

Purchased by : PARMAR MITULKUMAR

Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : POWER PURCHASE AGREEMENT

Consideration Price (Rs.) : 0  
(Zero)

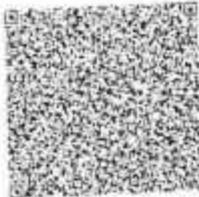
First Party : GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Second Party : GUJARAT URJA VIKAS NIGAM LIMITED

Stamp Duty Paid By : GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Stamp Duty Amount(Rs.) : 300  
(Three Hundred only)

This stamp paper is the integral part of the PPA dated 17.02.2025 signed between GUVNL and GSECL for procurement of 30 MW power from the solar project developed on Government wasteland in vicinity of existing GETCO sub-stations under the GOG Scheme.



HDF 0016503592



*[Handwritten signature]*

VOID

## NOTICE

- The contents of this e-stamp certificate can be verified at [www.shcilestamp.com](http://www.shcilestamp.com), Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at [www.stockholding.com](http://www.stockholding.com)).
- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id [estamp.ahmedabad@stockholding.com](mailto:estamp.ahmedabad@stockholding.com) or visit our Branch/Centre.

### સૂચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો [www.shcilestamp.com](http://www.shcilestamp.com) દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો [www.stockholding.com](http://www.stockholding.com) પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને [estamp.ahmedabad@stockholding.com](mailto:estamp.ahmedabad@stockholding.com) પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મલાકાત લેવી.





**GUVNL**

**GUJARAT URJA VIKAS NIGAM LTD.**

**Power Purchase Agreement (PPA)**

**FOR PROCUREMENT OF POWER FROM THE SOLAR PV PROJECTS TO BE  
SET-UP / ALREADY COMMISSIONED BY GSECL ON THE GOVERNMENT  
WASTELAND IN THE VICINITY OF GETCO SUBSTATIONS UNDER THE  
GOVERNMENT OF GUJARAT SCHEME**



*[Handwritten signature]*



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This Power Purchase Agreement is made and entered into at Vadodara on this 17<sup>th</sup> day of February 2025 between **Gujarat State Electricity Corporation Limited** incorporated under Companies Act, 1956 having its registered Office at Vidyut Bhavan, Race Course Vadodara - 390 007 (hereinafter referred to as "**GSECL**" or "**Power Producer**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of first part.

AND

**Gujarat Urja Vikas Nigam Limited** incorporated under the Companies Act 1956 having its Registered office at Sardar Patel Vidyut Bhavan, Race Course Vadodara - 390 007, (hereinafter referred to individually, as "**GUVNL**" or "**Power Procurer**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of the second part.

WHEREAS Govt. of Gujarat vide G.R. No. REN/e-file/20/2023/0476/B1 dated 04.10.2023 has notified the Gujarat Renewable Energy Policy 2023 which shall remain operational for the period upto 30.09.2028.

AND, WHEREAS the Gujarat Renewable Energy Policy 2023 stipulates that the obligated entities may purchase solar power to fulfil their RPO at the tariff determined through competitive bidding process.

WHEREAS Revenue Department, Govt. of Gujarat vide Resolution G.R. No. SLR-3919-259-A.1 dated 07.03.2019 has notified the "Scheme for allotment of government wasteland in the vicinity of existing sub-stations of GETCO for development of Solar Power Projects."

AND, WHEREAS Energy & Petrochemicals Department, Govt. of Gujarat vide GR No. SLR-11-2019-675-B1 dated 16.08.2019 has resolved that Gujarat State Electricity Corporation Limited shall develop 2500 MW solar power projects in the above Scheme at an estimated cost of Rs.4 Cr / MW and granted administrative approval of 50% capital grant by the State Government.

AND, WHEREAS, the Power Procurer vide letter dated 20.06.2020 had accorded "In-Principle" Approval to the Power Producer for procurement of power from-2500 MW solar power projects to be developed on government wasteland in vicinity of existing GETCO sub-stations.

AND, WHEREAS the Power Producer desires to set-up such Solar Energy based Power Plant of MW capacity at the location details specified as per Schedule 3 using new Solar Photovoltaic Grid Interactive power plants.

AND, WHEREAS, the Power Producer has taken responsibility to set up requisite power injection system into Gujarat Energy Transmission Corporation Ltd. (GETCO) Grid.



AND, WHEREAS the GUVNL agrees to purchase such power with DISCOM wise share to be decided from time to time for fulfillment of their RPO.

AND, WHEREAS, the Parties hereby agree to execute this Power Purchase Agreement setting out the Terms & Conditions for sale of power by Power Producer to GUVNL.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, GUVNL AND THE POWER PRODUCER, EACH TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS, A PARTY AND COLLECTIVELY THE PARTIES, HEREBY AGREE AS FOLLOWS



*[Handwritten signature]*



## ARTICLE 1: Definitions

1.1 For all purposes of this Agreement, the following words and expressions shall have the respective meanings set forth below:

**"Agreement"** shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications and supplements made in writing by the Parties from time to time.

**"Approvals"** means the permits, clearances, licenses and consents as are listed in Schedule 2 hereto and any other statutory approvals.

**"Base rate of Late Payment Surcharge"** means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify. Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

**"Billing Period"** means (subject to Article 6.1 of the Agreement) the calendar month ending with the Metering Date. The first Billing Period shall commence from the Commercial Operation Date and end with the Metering Date corresponding to the month in which the Commercial Operation Date occurs.

**"Billing Date"** shall be the first Business Day after the Metering Date of each Billing Period.

**"Business Day"** shall mean a Day other than Sunday or a statutory holiday on which banks remain open for business in Vadodara.

**"Change in Law"** shall have the meaning ascribed thereto in Article 9 of this Agreement.

**"Commissioning"** with respect to the project or part thereof as certified by GEDA shall mean when all equipment as per rated capacity has been installed, energize and energy generated from such equipment i.e. inverter, modules, etc. be observed and recorded by the representative of GEDA specifying the details of solar modules RFID No., make Serial No., capacity, etc." and energy has flown into the grid.

**"Commercial Operation Date (COD)"** shall be the date certified by GEDA upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

**"CERC"** means Central Electricity Regulatory Commission.

**"Competent Court"** means the Supreme Court of India or any High Court, or any tribunal or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the Project.

**"Contracted Capacity"** shall mean 30 MW AC contracted with GUVNL for supply by the Power Producer at the Delivery Point from the Solar Power Project. It is to clarify that in any 15 minute time block during the entire term of PPA, the injected power shall not exceed the Contracted AC Capacity.

**"Contracted CUF"** shall mean the % capacity utilization factor of the project mentioned in Schedule 3 of the PPA and which shall be allowed to be modified until 1 year from Commercial Operation Date and thereafter it shall remain unchanged for the balance term of the PPA.



"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 i.e. a period of twelve months commencing on April 1 and ending on following March 31. Each successive Contract Year shall coincide with the succeeding Fiscal Year, 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.

"Debt Due" shall be as defined at Article 10.3.2

"Delivery Point / Interconnection Point" shall be the point or points of connection at which Electricity is delivered into the Grid System of the GETCO.

All expenses including wheeling charges and losses between the Project and the Delivery Point shall be paid by the Power Producer without any reimbursement by GUVNL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Delivery Point shall be borne by GUVNL.

"Delivered Energy" means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point and as certified by Gujarat SLDC. In case of net import of energy during a month, the Power Producer shall be required to make payment to GUVNL at the rate of HT Temporary Tariff as determined by GERC from time to time. In case of net export of energy during a month, the Power Producer shall be eligible for the receiving agreed tariff from GUVNL for such net delivered energy.

"Discom(s)" means one or more of the following distribution companies:

- a) Madhya Gujarat Vij Company Limited
- b) Dakshin Gujarat Vij Company Limited
- c) Uttar Gujarat Vij Company Limited and
- d) Pashim Gujarat Vij Company Limited

"Due Date of Payment" in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the GUVNL.

"Electricity" shall mean the electrical energy in kWh (kilowatt-hours).

"Electricity Laws" shall mean the Electricity Act, 2003 and the relevant Rules, Notifications, and amendments issued there under and all other Laws in effect from time to time and applicable to the development, financing, construction, ownership, operation or maintenance or regulation of electric generating companies and Utilities in India, the rules, regulations and amendments issued by the GERC / CERC from time to time.

"Emergency" means a condition or situation of physical damage to GETCO's / DISCOM's electrical system including the Grid System, which threatens the safe and reliable operation of such system or which is likely to result in disruption of safe, adequate and continuous electric supply by GETCO or DISCOM Grid System or could endanger life or property.

"Expiry Date" shall mean the date occurring after twenty five (25) years from the Scheduled Commercial Operation Date of the project.

"Financing Documents" mean the agreements and documents (including asset leasing arrangements) entered/to be entered into between the Power Producer and the Financing Parties relating to the financing of the Project.



"Financial Closure" shall mean arrangement of necessary funds by the Power Producer either by way of commitment of funds by the Company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan or letter agreeing to finance. At this stage, Power Producer shall ensure submission of documents / certificates evidencing the tie up of project cost through internal resources and /or through external Financing Agency.

"Financing Parties" shall mean the parties financing the Project, pursuant to the Financing Documents.

"Force Majeure Event" shall have the meaning set forth in Article 8.

"GERC" means the Gujarat Electricity Regulatory Commission.

"Gol" shall mean the Government of the Republic of India and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

"GoG" shall mean the Government of the State of Gujarat and any agency, legislative body, department, political subdivision, authority or instrumentality thereof.

"Government Instrumentality" shall mean the Gol, the GoG and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.

"Grid System" shall mean STU/ Discom's power transmission system/ distribution system through which Delivered Energy is evacuated and distributed.

"Interconnection Facilities" in respect of the Power Producer shall mean all the facilities installed by the Power Producer to enable GUVNL to receive the Delivered Energy from the Project at the Delivery Point, including transformers, and associated equipment, relay and switching equipment, protective devices and safety equipment and transmission lines from the project to GETCO's nearest sub-station.

"Installed Capacity" shall mean the capacity of the Project at the generating terminal(s) and, provided that necessary evacuation consent shall have to be arranged from GETCO.

"KV" shall mean Kilovolts.

"kWh" shall mean Kilowatt-hour.

"Law" shall mean any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any Governmental Instrumentality.

"Metering Date" for a Billing Period, means the midnight of the last Day of the calendar month.

"Metering Point" shall mean the point at which energy shall be measured and supplied to GUVNL and shall be the interconnecting bus bar of the GETCO substation.

"Monthly Charge" shall have the meaning set forth in Article 5.

"MW" means Megawatts.

"Must Run Status" shall mean that Project shall not be directed by the GUVNL to shut down or back down due to variations in the generation/consumption patterns or any commercial parameters, merit order dispatches or existence/apprehension of any other charges or levies related to dispatch or incidental thereto except Force Majeure Events and emergency.

"O & M Default" shall mean any default on the part of the Power Producer for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times.



"Part Commissioning" shall mean the Solar PV Capacity (AC MW) to be commissioned as per provisions of the Part Commissioning in this Agreement.

"Project" shall mean a Solar Photovoltaic Grid Interactive Power Station to be established by the Power Producer at the location details specified as per Schedule 3 comprising of number of units at single/multiple locations, aggregating to contracted capacity of MW and shall include land, buildings, plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the Electricity generated by the Project to GUVNL at the Delivery Point.

"Project Site" means any and all parcels of real property, rights of way, easements and access roads located at the location details specified as per Schedule 3, upon which the Project and its related infrastructure will be located as described in Schedule 1 hereto.

"Prudent Utility Practices" shall mean those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines.

"Reference Exchange rate" shall mean, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this agreement, the buying rate of such currency as of 12:00 noon on the relevant date notified by the State Bank of India, and in absence of such rate, the average of similar rates notified by Bank of India and Bank of Baroda.

"SBI 1 Year MCLR Rate" means 1 year Marginal Cost of Funds Based Lending Rate (MCLR) fixed by State Bank of India (SBI) / any replacement thereof by SBI for the time being in effect applicable for 1 year period, as on 1st April of the respective financial year in accordance with regulations and guidelines of Reserve Bank of India. In absence of such rate, any other arrangement that substitutes such rate as mutually agreed to by the Parties.

'SCOD or Scheduled Commercial Operation Date' shall mean as under:

- SCOD of the already commissioned plants will be the "date of actual commissioning of plant" as certified by GEDA.
- For plants which are yet to be commissioned, SCOD shall mean the date as to be declared by the GSECL in the PPA on or before which the Solar Project of the developer shall be commissioned and such date shall not exceed 18 months from the date of execution of the PPA.
- In case of partly commissioned projects, the definition of the SCOD shall be 18 months from the date of execution of the PPA. However, purchase of power from the part capacity, which is already commissioned at the time of signing of PPA, shall be from the date of actual commissioning of the project certified by GEDA.

"SEA" means the State Energy Account issued by State Load Dispatch Centre, Gujarat and amendment thereto.

"SLDC" means the State load dispatch center as notified by the State Government.

"STU or State Transmission Utility" shall mean the Gujarat Energy Transmission Company Limited (GETCO)



"Tariff" shall have the meaning that the tariff determined by the Commission on the Petition filed by the Respondent GSECL for project specific and tariff determined in such Petition by the Commission and the same set forth in Article 5 of the PPA.

"Tariff Invoices" shall have the meaning set forth in Article 6.

"Technical Limits" means the limits and constraints described in Schedule 1, relating to the operations, maintenance and dispatch of the Project.

"Term" means the term of the Agreement as defined in Article 10.1.

"Voltage of Delivery" means the voltage at which the Electricity generated by the Project is required to be delivered to the GUVNL which shall be 66 kV or above.

## 1.2 Interpretation:

- a) This PPA shall be subject to approval / adoption of tariff by the GERC.
- b) This agreement shall be governed by the "Scheme for allotment of government wasteland in the vicinity of existing sub-stations of GETCO for development of Solar Power Projects" notified by Govt. of Gujarat vide Resolution G.R. No. SLR-3919-259-A,1 dated 07.03.2019 and shall be subject to approval by GERC. Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- c) In this Agreement, unless the context otherwise requires (i) the singular shall include plural and vice versa; (ii) words denoting persons shall include partnerships, firms, companies and Discom (iii) the words "include" and "including" are to be construed without limitation and (iv) a reference to any Party includes that Party's successors and permitted assigns.



## ARTICLE 2: Licences, Permits

The Power Producer, at its sole cost and expense, shall acquire and maintain in effect all clearances, consents, permits, licenses and approvals required from time to time by all regulatory / statutory competent authority (ies) in order to enable it to perform its obligations under the Agreement. GUVNL will render all reasonable assistance to the Power Producer to enable the latter to obtain such clearances without any legal obligation on part of GUVNL.

Provided, however, non-rendering or partial rendering of assistance shall not in any way absolve the Power Producer of its obligations to obtain such clearances. Nor shall it mean to confer any right or indicate any intention to waive the need to obtain such clearances.



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## ARTICLE 3: Obligations

### 3.1 Obligations of the Power Producer:

- i) The Power Producer shall obtain all requisite statutory approvals, clearances and permits necessary for the Project at his cost including but not limited to the Approvals as listed in Schedule 2.
- ii) The Power Producer shall obtain financial closure within twelve (12) months from date of execution of PPA.

The Power Producer will have to submit the required documents to GUVNL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, GUVNL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

An extension for the attainment of the financial closure can however be considered by GUVNL, on the sole request of the Power Producer, on advance payment of extension charges of Rs.1000/- per day per MW plus GST @ 18%.

In case of any delay in depositing this extension charge, the Power Producer has to pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI MCLR (1 Year).

This extension will not have any impact on the SCOD. Any extension charges paid so, shall be returned to the Power Producer without any interest on achievement of successful commissioning within the SCOD on pro-rata basis, based on the Project Capacity commissioned on SCOD. However, in case of any delay in commissioning of the project beyond the Scheduled Commissioning Date, the amount as deposited above by the Power Producer shall not be refunded by GUVNL.

- iii) The Power Producer shall construct, operate and maintain the Project during the term of PPA at his cost and risk including the required Interconnection Facilities and in close co-ordination with GETCO's feasibility.
- iv) The Power Producer shall sell all available capacity from identified Solar Photovoltaic Grid-Interactive Power Plants to the extent of contracted capacity on first priority basis to GUVNL and not to sell to any third party.
  - a. **Criteria for Generation:** The Power Producer shall maintain generation so as to achieve annual CUF within + 10% and -15% of the contracted CUF till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the contracted annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by GUVNL to the extent of non-availability of grid for evacuation which is beyond the control of the Power Producer. The annual CUF will be calculated every year from 1st April of the year to 31st March next year.
  - b. **Shortfall in Generation:** In case the project generates and supplies energy less than the energy corresponding to the minimum CUF (Calculation of CUF will be on yearly basis), the Power Producer will be liable to compensate GUVNL for the shortfall in availability below such contracted CUF level at 25% of the PPA Tariff. This will, however, be relaxable by GUVNL to the extent of grid non-availability for evacuation

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(beyond the Delivery Point) which is beyond the control of the Power Producer. This compensation shall be applied to the amount of shortfall in generation during the Contract Year.

- c. However, this compensation shall not be applicable in events of Force Majeure identified under the PPA with GUVNL, affecting supply of solar power by the Power Producer.
- d. **Excess Generation:** In case the availability is more than the maximum CUF specified, the Power Producer will be free to sell it to any other entity provided first right of refusal will vest with GUVNL. In case of excess generation, GUVNL shall reserve the right to purchase the excess generation at 75% (seventy-five per cent), of the PPA tariff.
- v) The Power Producer shall seek approval of GETCO in respect of Interconnection Facilities.
- vi) The Power Producer shall undertake at its own cost construction/ up gradation of (a) the Interconnection Facilities, (b) the Transmission Lines and as per the specifications and requirements of GETCO, as notified to the Power Producer at schedule 1(5).
- vii) The Power Producer shall undertake at its own cost maintenance of the Interconnection Facilities, excluding the transmission line beyond the Sending Station as per the specifications and requirements of GETCO, as notified to the Power Producer, in accordance with Prudent Utility Practices.
- viii) The Power Producer shall operate and maintain the Project in accordance with Prudent Utility Practices.
- ix) The Power Producer shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it. All expenses including wheeling / transmission charges and losses, UI / DSM Charges applicable as per GERC Regulations, upto Delivery Point shall be paid by the Power Producer without any reimbursement by GUVNL.
- x) For evacuation facility and maintenance of the transmission, the Power Producer shall enter into separate agreement with GETCO, if applicable.
- xi) To procure start up power required for the plant from respective Discom.
- xii) The shareholding of promoters/consortium members of Power Producer shall not fall below 51% until one (1) year from COD, without prior consent of GUVNL. In case Power Producer shall be itself executing the PPA, then it shall ensure that its promoters shall not cede Control till one (1) year from COD except with prior approval of GUVNL. After expiry of one (1) year from COD, any change can be undertaken under intimation to GUVNL. Transfer of controlling shareholding within the same group of companies will however be allowed after COD, with the permission of GUVNL, subject to the condition that, the management control remains within the same group of companies
- xiii) Fulfilling all other obligations undertaken by him under this Agreement.





### 3.2 Obligations of GUVNL:

- (i) GUVNL shall grant Must Run Status to the Project. However, subject to the considerations as stated under clauses 3.4, 3.5 and 3.6 of the PPA.
- (ii) GUVNL shall allow the Power Producer to re-power their plants " to maintain capacity of the plant upto the capacity certified in the SCOD certificate" from time to time during the PPA duration. However, GUVNL will be obliged to buy power only within the range of CUF, specified in the PPA.

### 3.3 Liquidated Damages for Delay in Commissioning the Project / Solar Photovoltaic Grid Interactive Power Plant Beyond Scheduled Commercial Operation Date

The Project shall be commissioned within Scheduled Commercial Operation Date. The Power Producer shall have to submit Commissioning Certificate as verified, inspected and certified by GEDA. In case of failure to achieve this milestone except due to Force Majeure Event, GUVNL shall recover Liquidated Damages of Rs.8,00,000/- per MW from the energy invoices of GSECL, in the following manner:

- a) Delay upto six (6) months from SCOD — GUVNL shall recover Liquidated Damages from the energy invoices of GSECL on per day basis and proportionate to the balance capacity not commissioned.
- b) In case the commissioning of the project is delayed beyond Six (6) months from SCOD, the Power Producer's Event of Default as per Article 10.2.1 shall be considered to have occurred and the contracted capacity shall stand reduced to the projected capacity commissioned upto SCOD + 6 months. The PPA for balance capacity not commissioned shall be terminated.

The power producer further acknowledges that the amount of the liquidated damages fixed is genuine and reasonable pre-estimate of the damages that may be suffered by GUVNL as specified under this Agreement.

### 3.4 Generation Compensation in Offtake Constraint Due to Transmission Infrastructure Not Complete/ Ready Beyond Delivery Point (Transmission Constraint)

After the scheduled commissioning date, if the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, for reasons not attributable to the Power Producer, leading to offtake constraint, the provision for generation compensation is as follows:

Transmission Constraint beyond Delivery Point	Provision for Generation Compensation
If the plant is ready but the necessary power evacuation/ transmission infrastructure beyond Delivery Point is not ready, leading to offtake constraint	a) The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, for the period of grid unavailability beyond Delivery Point, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the Power Producer in the succeeding 3 (three)

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	<p>Contract Years, shall be procured by GUVNL at the PPA tariff so as to offset this loss.</p> <p>b) If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized by GUVNL for compensating the generation loss.</p>
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However, it is clarified that if the plant is ready before SCOD, but the offtake is constrained because of inadequate/ incomplete power evacuation infrastructure beyond Delivery Point, no compensation shall be permissible.

### 3.5 Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point

During the operation of the plant, there can be some periods where the plant can generate power but due to temporary transmission unavailability beyond Delivery Point the power is not evacuated, for reasons not attributable to the Power Producer. In such cases the generation compensation shall be addressed by GUVNL in following manner:

Duration of Grid Unavailability beyond Delivery Point	Provision for Generation Compensation
Grid unavailability beyond Delivery Point in a contract year as defined in the PPA: (only period from 8 am to 6 pm to be counted):	<p><b>Generation Loss = [(Average Generation per hour during the contract year) x (number of hours of grid unavailability beyond Delivery Point during the contract year)]</b></p> <p>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</p> <p>The excess generation by the Power Producer equal to this generation loss shall be procured by GUVNL at the PPA tariff so as to offset this loss in the succeeding 3 (three) Contract Years.</p>

### 3.6 Offtake Constraints Due to Backdown

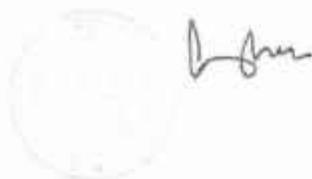
- a) The solar generator and procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the GERC. The Government of India, as per Clause 5.2(u) of the Indian Electricity Grid Code (IEGC), encourages a status of "must-run" to solar power projects. Accordingly, no solar power plant, duly commissioned, should be directed to back down by a Discom/ Load Dispatch Centre (LDC). In case such eventuality of Backdown arises, including non-dispatch of power due to non-compliance with "Order No. 23/22/2019-R&R dated 28.06.2019 of Ministry of Power regarding Opening and maintaining of adequate



Letter of Credit (LC) as Payment Security Mechanism under Power Purchase Agreements by Distribution Licensees" and any clarifications or amendment thereto, except for the cases where the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions, the Power Producer shall be eligible for a Minimum Generation Compensation, from GUVNL, in the manner detailed below.

Duration of back down	Provision for generation compensation
Hours of Backdown during a monthly billing cycle.	<p><b>Minimum Generation Compensation = 50% of [(Average Generation per hour during the month) × (number of backdown hours during the month) × PPA Tariff]</b></p> <p>Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month.</p>

The Generation Compensation is to be paid as part of the energy bill for the successive month after receipt of State Energy Accounts (SEA). No Trading Margin shall be applicable on this Generation Compensation. Possible conditions for exclusion of Generation Compensation, on account of Backdown purposes, shall be clearly specified in the RfS and the PPA.




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## ARTICLE 4: Synchronisation, Commissioning and Commercial Operation

### 4.1 Synchronization, Commissioning and Commercial Operation

- 4.1.1 The Power Producer shall give at least thirty (30) days written notice to the SLDC and GUVNL, of the date on which it intends to synchronize the Power Project to the Grid System.
- 4.1.2 Subject to Article 4.1.1, the Power Project may be synchronized by the Power Producer to the Grid System when it meets all the connection conditions prescribed in the Grid Code and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 4.1.3 The synchronization equipment and all necessary arrangements / equipment including Remote Terminal Unit (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 Power Producer at its generation facility of the Power Project at its own cost. The Power Producer shall synchronize its system with the Grid System only after the approval of GETCO, SLDC and GEDA.
- 4.1.4 The Power Producer shall immediately after each synchronization / tripping of generator, inform the sub-station/SLDC of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code.
- 4.1.5 The Power Producer shall commission the Project within SCOD. Further, the Power Producer shall submit necessary documents / Lease Agreement duly registered, to establish possession / right to use 100% of the required land in the name of Power Producer for a period not less than the complete term of PPA on or before SCOD along with arrangement with GETCO for 'Connectivity of project A sworn affidavit from the authorized person listing the details of the land and certifying total land required for the project under clear possession of the Power Producer shall also be submitted.
- 4.1.6 The Power Producer shall be required to obtain Developer and/ or Transfer Permission, Key Plan drawing etc. from GEDA prior to mounting of panels and submit the same to GUVNL prior to actual commissioning of the project / unit. Further, at this stage, the technology adopted as per Annexure A of RfS or in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 as amended from time to time, whichever is applicable shall also be substantiated by submitting the copy of EPC Contract specifying this requirement or other documents.
- 4.17 **Part Commissioning:** Part commissioning of the Project shall be accepted by GUVNL, without prejudice to the imposition of penalty, in terms of the PPA on the part which is not commissioned. However, the SCOD (Schedule Commercial Operation Date) will not get altered due to part-commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period of 25 (twenty-five) years from the SCOD.
- 4.1.8 **Early Commissioning:** The However Producer shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCOD (Schedule Commissioning Operation Date). In cases of early part-commissioning, till SCOD, GUVNL shall reserve the right to purchase the generation till SCOD, at 75% (seventy-five per cent)



of the PPA tariff. However, in case the entire capacity is commissioned prior to SCOD, GUVNL may purchase the generation at PPA Tariff.

**4.1.9 Deleted.**

**4.2 Right to recover the Liquidated Damages.**

4.2.1 If the Power Producer fails to commission the project on or before Scheduled Commercial Operation Date, GUVNL shall have the right to recover the Liquidated Damages as per Article 3.3 from the energy invoices of the GSECL without prejudice to the other rights of the Power Producer under this Agreement as per Article 3.3.

**4.3 Dispatch and Scheduling**

4.3.1 The Power Producer shall be required to schedule its power as per the applicable Regulations / Requirements / Guidelines of CERC/ GERC / SLDC / RLDC and maintain compliance to the Grid Code requirements and directions, as specified by SLDC / RLDC 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 to the account of the Power Producer.



## ARTICLE 5: Rates and Charges

5.1 GUVNL shall pay for the Delivered Energy as certified in the SEA by Gujarat SLDC, for the Term of this Agreement from the SCOD, to the Power Producer every month. The Tariff payable by GUVNL for energy purchased shall be as below.

5.2 GUVNL shall pay a fixed tariff as determined by the Commission in tariff Petition filed by GSECL for determination of project specific tariff and the tariff determined by the Commission on such Petition and as agreed by the Parties upon commissioning of Project or part thereof (as certified by GEDA) from SCOD for the delivered energy as certified in SEA published by Gujarat SLDC during the period of 25 years life of the Project.

The determination of tariff would be by considering the 50% capital grant as per EPD, GOG GR No. SLR-11-2019-675-B1 dtd. 16.08.2019.

5.3 For each KVARH drawn from the grid, the Power Producer shall pay at the rate determined by GERC to GETCO from time to time.

5.4 In cases of early part-commissioning of the project prior to SCOD, GUVNL shall reserve the right to purchase the generation at 75% (seventy-five per cent) of the PPA tariff till SCOD. However, in case the entire capacity is commissioned prior to SCOD, GUVNL may purchase the generation at PPA Tariff.

5.5 In case of delay in commissioning of the Project or part thereof beyond SCOD, the provisions as per Article 3.3 shall be applicable.

5.6 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction Plus GST @18% as Facilitation Fee (non-refundable) shall be deposited by the developer to GUVNL.

5.7 The Intra-State ABT is already implemented in the State, energy certified by SLDC in the SEA shall be considered for monthly energy bill. The other provisions of Intra-State ABT and Open Access and Other Regulations of GERC and amendments thereto from time to time shall be applicable.



## ARTICLE 6: Billing and Payment

### 6.1 Billing Provision

The Billing will be on monthly basis. GUVNL will be billed by the Power Producer based on as certified by SEA of Gujarat SLDC following the end of each month for the energy supplied and payment will be due on the thirtieth (30th) day following the delivery of the billing invoice.

### 6.2 Payment

GUVNL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the designated office of the GUVNL.

### 6.3 Late Payment

1. Late Payment Surcharge shall be payable on the payment outstanding after the due date at the Base rate of Late Payment Surcharge applicable for the period for the first month of default.
2. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.
3. Provided further that all payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.
4. The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 as amended or modified from time to time notified by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement in regard to matters contained in the said Rules. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this Agreement which are inconsistent or contrary to the provisions of the Rules.

### 6.4 Rebate

For payment of Monthly Bill by GUVNL, if paid before Due Date of Payment, a Rebate shall be deducted by GUVNL at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

(SBI MCLR rate + 7%)

= \_\_\_\_\_ per week or part thereof.

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## 6.5 Payment Security

GUVNL shall provide an Irrevocable and unconditional revolving Letter of credit in favour of, and for the sole benefit of the Power Producer for the contracted capacity .all the cost incurred by GUVNL for opening, maintenance and other cost related to establishment of Letter of Credit shall be borne by the Power Producer.

- 1) The Letter of Credit shall be established in favour of, and issued to, the Power Producer on the date hereof and made operational thirty (30) days prior to due date of first invoice and shall be maintained consistent herewith by GUVNL and all times during the Term of the Agreement.
- 2) Such Letter of Credit shall be in form and substance acceptable to both the Parties and shall be issued by any Scheduled Bank and be provided on the basis that:
  - (i) In the event a Tariff Invoice or any other amount due and undisputed amount payable by GUVNL pursuant to the terms of this Agreement is not paid in full by GUVNL as and when due, the Letter of Credit may be called by the Power Producer for payment of undisputed amount.
  - (ii) The amount of the Letter of Credit shall be equal to an amount not less than one month's average billing of the Project.
  - (iii) The GUVNL shall replenish the Letter of Credit to bring it to the original amount within 30 days in case of any valid drawdown.
- 3) The Letter of Credit shall be renewed and/or replaced by the GUVNL not less than 30 days prior to its expiration.
- 4) Payment under the Letter of Credit : The drawl under the Letter of Credit in respect of a Tariff Invoice (excluding supplementary bills) shall require:
  - (i) a copy of the metering statement jointly signed by the official representatives of both the Parties, supporting the payments attributable to the Delivered Energy in respect of such Tariff Invoice.
  - (ii) a certificate from the Power Producer stating that the amount payable by GUVNL in respect of such Tariff Invoice has not been paid and disputed by GUVNL till the Due Date of Payment of the Tariff invoice.

## 6.6 Disputes:

In the event of a dispute as to the amount of any Tariff Invoice, GUVNL shall notify the Power Producer of the amount in dispute and GUVNL shall pay the Power Producer 100% of the undisputed amount plus 85% of the disputed amount within the due date provided either party shall have the right to approach the GERC to effect a higher or lesser payment on the disputed amount. The Parties shall discuss within a week from the date on which GUVNL notifies the Power Producer of the amount in dispute and try and settle the dispute amicably. Where any dispute arising out of in connection with this agreement is not resolved mutually then such dispute shall be submitted to adjudication by the GERC under Section 86 of Electricity Act 2003 and the GERC may refer the matter to Arbitration as provided in the said provision read with Section 158 of Electricity Act 2003. For dispute beyond the power conferred upon the GERC, such dispute shall be subject to jurisdiction of High Court of Gujarat. If the dispute is not settled during such discussion then the payment made by



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GUVNL shall be considered as a payment under protest. Upon resolution of the dispute, in case the Power Producer is subsequently found to have overcharged, then it shall return the overcharged amount with an interest of SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum plus 7% for the period it retained the additional amount. GUVNL / Power Producer shall not have the right to challenge any Tariff Invoice, or to bring any court or administrative action of any kind questioning/modifying a Tariff Invoice after a period of three years from the date of the Tariff Invoice is due and payable.



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## ARTICLE 7: Metering and Communication

### 7.1 Reading and Correction of Meters

- (i) The metering point will be at the receiving end of GETCO substation. For the purpose of energy accounting the Power Producer shall install ABT compliant meter at the metering point. In case of project getting connected to the grid through internal pooling sub-station of an existing wind farm, the Power Producer shall install ABT meters at the Pooling s/s. Further, there shall be separate arrangement for metering of Wind and Solar Project.
- (ii) Interface metering shall conform to the Central Electricity Authority (Installation and operation of Meters) Regulations 2006 and amendments thereto. GETCO shall stipulate specifications in this regard.
- (iii) In the event that the Main Metering System is not in service as a result of maintenance, repairs or testing, then the Backup Metering System shall be used during the period the Main Metering System is not in service and the provisions above shall apply to the reading of the Backup Metering System.

### 7.2 Sealing and Maintenance of Meters.

- (i) The Main Metering System and the Backup Metering System shall be sealed in the presence of representatives of Power Producer and GETCO.
- (ii) When the Main Metering System and / or Backup Metering System and / or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Power Producer and / or GUVNL / GETCO at Power Producer's cost, as soon as possible.
- (iii) Any meter seal(s) shall be broken only by GETCO's representative in the presence of Power Producer representative whenever the Main Metering System or the Backup Metering System is to be inspected, tested, adjusted, repaired or replaced.
- (iv) All the Main and Check Meters shall be calibrated at least once in a period of three years.
- (v) In case, both the Main Meter and Check Meter are found to be beyond permissible limit of error, both the meters shall be calibrated immediately and the correction applicable to main meter shall be applied to the energy registered by the Main Meter at the correct energy for the purpose of energy accounting / billing for the actual period during which inaccurate measurements were made, if such period can be determined or, if not readily determinable, shall be the shorter of:
  - A. the period since immediately preceding test of the relevant main meter, or
  - B. one hundred and eighty (180) days immediately preceding the test at which the relevant Main Meter was determined to be defective or inaccurate.



### 7.3 Records

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this agreement and the operation of the Power Plant. Among such other records and data, the Power Producer shall maintain an accurate and up-to-date operating log at the Power Plant with records of:-

- a) Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;
- b) any unusual conditions found during operation / inspections;
- c) chart and printout of event loggers, if any, for system disturbances/ outages;
- d) All the records will be preserved for a period of 36 months.



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## ARTICLE 8: Force Majeure

### 8.1 Force Majeure Events:

- a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:
- i) acts of God;
  - ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;
  - iii) acts of war (whether declared or undeclared), invasion or civil unrest;
  - iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the Power Producer or GUVNL of any Law or any of their respective obligations under this Agreement);
  - v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;
  - vi) earthquakes, explosions, accidents, landslides; fire;
  - vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;
  - viii) chemical or radioactive contamination or ionizing radiation; or
  - ix) damage to or breakdown of transmission facilities of GETCO/ DISCOMs;
  - x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.
- b) **Force Majeure Exclusions:** Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:
1. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;
  2. Delay in performance of any contractor / sub contractor or their agents;
  3. Non performance resulting from normal wear and tear experience in power generation materials and equipments;
  4. Strike or Labour Disturbances at the facilities of affected parties;
  5. Insufficiency of finances or funds or the agreement becoming onerous to perform ,  
and
  6. Non performance caused by, or concerned with, the affected party's
    - I. Negligent and intentional acts, errors or omissions;
    - II. Failure to comply with Indian law or Indian Directive; or





III. Breach of, or default under this agreement or any Project agreement or Government agreement.

- c) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.
- d) The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.
- e) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

**8.2 Available Relief for a Force Majeure Event:**

No Party shall be in breach of its obligations pursuant to this agreement to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure event. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

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



*[Handwritten signature]*





## ARTICLE 9: Change in Law

### 9.1 Definition

9.1.1 "Change in Law" shall refer to the occurrence of any of the following events notified after the date of issuance of letter (notice to proceed) by GSECL to their EPC Contractor for the Project.

- a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.
- b) Introduction / modification/ changes in rates of safeguard duty and/or anti-dumping duty and/or custom duty including surcharge thereon which have direct effect on the cost of solar PV modules.

### 9.2 Relief for Change in Law

9.2.1 In case Change in Law on account of 9.1.1 (a) above results in the Power Producer's costs directly attributable to the Project being decreased or increased by one percent (1%), of the estimated revenue from the Electricity for the Contract Year for which such adjustment becomes applicable or more, during Operation Period, the Tariff Payment to the Power Producer shall be appropriately increased or decreased with due approval of GERC.

9.2.2 In case of Change in Law on account of 9.1.1 (b) above, the Power Producer shall be allowed an increase / decrease in tariff of 1 paise / unit for every increase/decrease of Rs.2 Lakh per MW in the Project Cost incurred upto the Scheduled Commercial Operation Date upon submission of proof of payment made by the Power Producer towards safeguard duty and/or anti-dumping duty and/or custom duty to the concerned Authority and with due approval of GERC. This increase / decrease in tariff due to this change in cost of solar PV modules shall be limited to actual DC capacity or 150% (One hundred & fifty percent) of contracted AC capacity, whichever is lower.

9.2.3 The Power Procurer / GUVNL or the Power Producer, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

9.2.4 The revised tariff shall be effective from the date of such Change in Law as approved by GERC.



## ARTICLE 10: Term, Termination and Default

**10.1 Term of the Agreement:** This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 25 years (Twenty Five) from the Scheduled Commercial Operation Date of the Project. This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the Expiry Date.

**Survival:** 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 8 (Force Majeure), Article 10 (Term, Termination and Default), Article 11 (Dispute Resolution), Article 12 (Indemnity), Article 13 (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.

### 10.2 Events of Default:

**10.2.1 Power Producer's Default:** The occurrence of any of the following events at any time during the Term of this Agreement shall constitute an Event of Default by Power Producer:

- a. Failure to commission the project by scheduled commercial operation date beyond the period mentioned in Article 3.3
- b. Fails to supply power in terms of the PPA
- c. O & M Default on part of Power Producer
- d. Failure or refusal by Power Producer to perform any of its material obligations under this Agreement including but not limited to financial closure.
- e. Failure to pay penalty in advance to GUVNL and consequent non-extension of financial closure deadline.
- f. Power Producer fails to make any payment required to be made to GUVNL under this agreement within three (3) months after the due date of a valid invoice raised by the GUVNL on the Power Producer.
- g. If the power producer (i) assigns or purports to assign its assets or rights in violation of this agreement; or (ii) transfers or novates any of its rights and / or obligations under this agreement, in violation of this agreement.
- h. If the Power producer becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Power producer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform

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its obligations under this Agreement and creditworthiness similar to the Power Producer and expressly assumes all obligations under this agreement and is in a position to perform them; or

- i. The Power Producer repudiates this agreement.
- j. Failure to maintain the shareholding in line with Article 3.1 (xii) of this agreement.
- k. Occurrence of any other event which is specified in this Agreement to be a material breach / default of the Power Producer or commits any other acts or omissions as laid down in the PPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the PPA, the power producer shall be construed to be in default.

**10.2.2 GUVNL's Default:** The occurrence of any of the following at any time during the Term of this Agreement shall constitute an Event of Default by GUVNL:

- a. Failure or refusal by GUVNL to pay any portion of undisputed monthly bill for a period of 90 days after due date.
- b. GUVNL repudiates this Agreement.
- c. If GUVNL becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of GUVNL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to GUVNL and expressly assumes all obligations under this agreement and is in a position to perform them.

### 10.3 Termination:

**10.3.1 Termination for Power Producer Default:** Upon the occurrence of an event of default as set out in sub-clause 10.2.1 above, GUVNL may deliver a "Default Notice" to the Power Producer in writing, with a copy to the representative of the lenders to the Power producer-With whom the Power Producer has executed the-Financing Agreements which shall specify in reasonable detail the Event of Default giving rise to the default notice, and calling upon the Power Producer to remedy the same. Where a "Default Notice" has been issued with respect to an Event of Default, which requires the co-operation of both GUVNL and the Power Producer to remedy, GUVNL shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations.

Upon being in default, the Power Producer shall be liable to pay to GUVNL the damages, as provided in Clause 3.3 of the PPA for failure to commission within stipulated time and Clause 3.1(iv)(b) for failure to supply power in terms of the PPA. For other cases, the damages shall be as under.

- a. At the expiry of 30 (thirty) days from the delivery of the default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default



notice has been remedied, the Power Producer shall have liability to make payment toward compensation to GUVNL equivalent to six (6) months' billing at contracted CUF, or balance PPA period whichever is less, of the charges for its contracted capacity. Also, GUVNL shall have the right to recover the said damages from the energy invoices of GSECL, if any, without prejudice to resorting to any other legal course or remedy.

- b. In addition to the levy of damages as aforesaid, in the event of a default by the Power Producer, the lenders shall be entitled to exercise their rights to seek substitution of the Power Producer by a selectee, in accordance with the substitution agreement and in concurrence with GUVNL. However, in the event the lenders are unable to substitute the defaulting Power Producer within the stipulated period, GUVNL may terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due by issuing a "Termination Notice" / "Takeover Notice", failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.
- c. Provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by GUVNL.
- d. The lenders in concurrence with GUVNL, may seek to exercise right of substitution under Article 10.3.1 (a.) by an amendment or novation of the PPA in favour of the selectee. The Power Producer shall cooperate with GUVNL to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by The Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to GUVNL.

**10.3.2 Termination for GUVNL's Default:** Upon the occurrence of an Event of Default as set out in sub-clause 10.2.2 above, the Power Producer may deliver a Default Notice to GUVNL in writing which shall specify in reasonable detail the Event of Default giving rise to the Default Notice, and calling upon GUVNL to remedy the same. GUVNL with the prior consent of the Power Producer may novate its part of the PPA to any third party, including its Affiliates within the period of 7 days following the expiry of notice period. In the event the aforesaid novation is not acceptable to the Power producer, or if no offer of novation is made by the defaulting Procurer/ GUVNL within the stipulated period of 7 days, then the Power Producer may terminate the PPA and at its discretion require the defaulting Procurer/ GUVNL to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 110% (one hundred and ten per cent) of the adjusted equity as detailed below, less insurance cover, if any by issuing a "Termination Notice" / "Takeover Notice", or, (ii) pay to the Power Producer, damages, equivalent to 6 (six) months billing at contracted CUF, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Power Producer.

In the event of such termination of PPA, any damages or charges payable to GETCO, for the connectivity of the plant, shall be borne by GUVNL.



*[Handwritten Signature]*



"Adjusted Equity" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date:

- i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;
- ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");
- iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three three three percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of an year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.

"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

- i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;
- ii. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (i) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Utility Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost."



## ARTICLE 11: Dispute Resolution

- 11.1 All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation.
- 11.2 The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 11.3 Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.
- 11.4 In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be adjudicated by GERC in accordance with law.



## ARTICLE 12: Indemnity

**12.1 Power Producer's Indemnity:** The Power Producer agrees to defend, indemnify and hold harmless GUVNL, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, GUVNL, or by an officer, director, sub-contractor, agent or employee of the GUVNL.

**12.2 GUVNL's Indemnity:** GUVNL agrees to defend, indemnify and hold harmless the Power Producer, its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of GUVNL, or by an officer, director, sub-contractor, agent or employee of GUVNL except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the Power Producer, or by an officer, director, sub-contractor, agent or employee of the Power Producer.



## ARTICLE 13: Miscellaneous Provisions

- 13.1 Governing Law:** This Agreement shall be interpreted, construed and governed by the Laws of India.
- 13.2 Insurance:** The Power Producer shall obtain and maintain necessary policies of insurance during the Term of this Agreement consistent with Prudent Utility Practice.
- 13.3 Books and Records:** The Power Producer shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.
- 13.4 Waivers:** Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with respect to any subsequent matter or default.
- 13.5 Limitation Remedies and Damages:** Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.
- 13.6 Notices:** Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:

**In case of the Power Producer:**

Name: Shri A. N. Ghervara

Designation: Chief Engineer (P&P)

Address: Gujarat State Electricity Corporation Limited - Vidyut Bhavan, Race Course, Vadodara - 390 007

**In case of Gujarat Urja Vikas Nigam Limited:**

Designation: General Manager (RE)

Address : Gujarat Urja Vikas Nigam Limited - Commerce Dept, Sardar Patel Vidyut Bhavan, Race Course, Vadodara - 390 007

E-mail: gmre@gebmail.com



### 13.7 Severability:

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such provision in any other jurisdiction.

### 13.8 Amendments:

This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by an authorized representative of both Parties. However, GUVNL may consider any amendment or change that the Lenders may require to be made to this Agreement.

### 13.9 Assignment:

Neither Party shall assign this Agreement nor shall any portion hereof without the prior written consent of the other Party, provided further that any assignee expressly assume the assignor's obligations thereafter arising under this Agreement pursuant to documentation satisfactory to such other Party. However, such assignment shall be permissible only for entire contracted capacity.

Provided however, no approval is required from GUVNL for the assignment by the Power Producer of its rights herein to the Financing Parties and their successors and assigns in connection with any financing or refinancing related to the construction, operation and maintenance of the Project.

In furtherance of the foregoing, GUVNL acknowledges that the Financing Documents may provide that upon an event of default by the Power Producer under the Financing Documents, the Financing Parties may cause the Power Producer to assign to a third party the interests, rights and obligations of the Power Producer thereafter arising under this Agreement. GUVNL further acknowledges that the Financing Parties, may, in addition to the exercise of their rights as set forth in this Section, cause the Power Producer to sell or lease the Project and cause any new lessee or purchaser of the Project to assume all of the interests, rights and obligations of the Power Producer thereafter arising under this Agreement.

### 13.10 Entire Agreement, Appendices:

This Agreement constitutes the entire agreement between GUVNL and the Power Producer, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and



exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.

In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit GUVNL and the Power Producer shall consult to resolve the inconsistency.

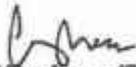
**13.11 Further Acts and Assurances:**

Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their fully authorized officers, and copies delivered to each Party, as of the day and year first above stated.



FOR AND ON BEHALF OF  
GUJARAT STATE ELECTRICITY  
CORPORATION LIMITED

  
Chief Engineer (P&P)  
Gujarat State Electricity Corporation Ltd.  
Vidyut Bhavan, Race Course,  
Vadodara - 390 007



GUJARAT STATE ELECTRICITY  
CORPORATION LIMITED

WITNESSES

1. NBK Annexure-K  
( N.B. Kansara. )  
COA.

2. R.P. Bandhara  
( R.P. Bandhara )  
SE (RE-1)

FOR AND ON BEHALF OF  
GUJARAT URJA VIKAS NIGAM LIMITED

  
General Manager (RE)  
Gujarat Urja Vikas Nigam Limited  
Vadodara



GUJARAT URJA VIKAS NIGAM LTD.

WITNESSES

1. Kalpesh Bhanubhatt  
( KALPESH BHANUBHATT )  
SE RE GUVNL

2. A.H. Chavda  
( A.H. CHAVDA )  
SECRE, GUVNL

## SCHEDULE 1: Parameters and Technical Limits Of Supply

### 1. Electrical Characteristics

- Three phase alternating current
- Nominal declared frequency: 50.0 Hz
- Final Voltage at Delivery Point: 66 kV

Short circuit rating: As a part of the detailed design process, the Power Producer shall calculate the short circuit rating (minimum and maximum), and supply this information to the GUVNL.

**Note:** The tolerances & Electrical characteristics variations and Basic Insulation level will be as per relevant grid code and CEA standards.

### 2. Quality of Service

The Power Producer shall be responsible for the delivery of energy conforming Performance Standards for Transmission and Bulk Supply as approved by GERC.

The maximum current and voltage waveform distortion shall be in accordance with the limits prescribed under Central Electricity Authority (Grid Standards) Regulations, 2010, as amended from time to time.

### 3. Power Factor

The Power Producer shall maintain the Power Factor as per the prevailing GERC regulations and as may be stipulated / specified by GETCO from time to time. The Power Producer shall provide suitable protection devices, so that the Electric Generators could be isolated automatically when grid supply fails.

Connectivity criteria like short circuit level (for switchgear), neutral Grounding, fault clearance time, current unbalance (including negative and zero sequence currents), limit of harmonics etc. shall be as per Grid Code.

### 4. Technical Limits of Voltage

- i) The nominal steady state electrical characteristics of the system are as follows:
  - a) Three phase alternating current at 50 Hertz
  - b) Nominal voltage of 66 kV.
- ii) The Project shall be designed and capable of being synchronized and operated within a frequency range as per relevant Grid Code and voltage of 66 KV



*[Handwritten signature]*



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- iii) Operation of the Project outside the nominal voltage and frequency specified above will result in reduction of power output consistent with generator capability curves.

#### 5. Specification of Electrical Energy Delivery

- a) The generation voltage from the Solar Photovoltaic Grid Interactive Power Project of M/s Gujarat State Electricity Corporation Limited is 33 kV. It uses unit connection of generator, generator transformer and unit transformer.
- b) The generated power at 33 kV will be stepped up to 66 kV at the Project Site and connected 66 kV at for the purpose of interconnection with the Grid System in accordance with GERC Regulations.



*[Handwritten signature]*



## SCHEDULE 2: Approvals

1. Consent from the GETCO for the evacuation scheme for evacuation of the power generated by the 30 MW Solar Photovoltaic Grid Interactive Power Projects.
2. Approval of the Electrical Inspectorate, Government of Gujarat for commissioning of the transmission line and the solar project installed at the Project Site.
3. Certificate of Commissioning of the Solar Photovoltaic Grid Interactive Power Project issued by GEDA.
4. Permission from all other statutory and non-statutory bodies required for the Project
5. Clearance from Department of Forest, Ecology and Environment, if required
6. Certificate by the concerned and competent revenue / registration authority for acquisition / ownership / right to use / vesting of land in the name of Solar Project Developer.
7. Approval for Water from the concerned authority (if applicable) required for the Project.



### SCHEDULE 3: Project Details

CAPACITY (AC)	LOCATION DETAILS	CUF %	SUBSTATION DETAILS	Tariff (Rs / kWh)	SCOD (Commissioning date)
30 MW	Village. Chandarava, Ta. Ranpur, Dist. Botad	24%	66 kV Chandarva SS	As per Article- 5 of this PPA	23.08.2021

**Note:**

- (i) If the Power Producers chooses to declare the location / sub-station details upfront at the time of signing of PPA, the Power Producer may be allowed to change the location(s) upto SCOD.
- (ii) The Power Producer shall be solely responsible for getting the connectivity of their project on or before SCOD.







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

File No: EPCD/BUD/e-BI/20/2023/2407/B1 Section  
Approved By: Joint Secretary, B1 Section, EPCD



- (1) ଭାରତୀୟ ମହାବଳୀ, 2023/2024
- (2) ଭାରତୀୟ ମହାବଳୀ, 2023/2024
- (3) ଭାରତୀୟ ମହାବଳୀ, 2023/2024
- (4) ଭାରତୀୟ ମହାବଳୀ, 2023/2024
- (5) ଭାରତୀୟ ମହାବଳୀ, 2023/2024
- (6) ଭାରତୀୟ ମହାବଳୀ, 2023/2024
- (7) ଭାରତୀୟ ମହାବଳୀ, 2023/2024
- (8) ଭାରତୀୟ ମହାବଳୀ, 2023/2024

ଭାରତୀୟ ମହାବଳୀ, 2023/2024

ଭାରତୀୟ ମହାବଳୀ

(ଭାରତୀୟ ମହାବଳୀ)

ଭାରତୀୟ ମହାବଳୀ, 2023/2024

ଭାରତୀୟ ମହାବଳୀ, 2023/2024

- (5) ଭାରତୀୟ ମହାବଳୀ, 2023/2024
- (6) ଭାରତୀୟ ମହାବଳୀ, 2023/2024
- (7) ଭାରତୀୟ ମହାବଳୀ, 2023/2024
- (8) ଭାରତୀୟ ମହାବଳୀ, 2023/2024

ଭାରତୀୟ ମହାବଳୀ	2023/2024
ଭାରତୀୟ ମହାବଳୀ	2023/2024
ଭାରତୀୟ ମହାବଳୀ	2023/2024

**Grant Released From :energy and petrochemicals department  
(As per Order No:EP/CD/BUD/e-file/20/2023/2407/B1 ,Date:26/11/2024, Fund  
Type:Consolidate )**

Financial Year - 2024-2025 Revenue/Capital - Revenue	
--	--

Grant Released From :energy and petrochemicals department To DDO (As per Order No:EP/CD/BUD/e-file/20/2023/2407/B1 ,Date:26/11/2024 )										
Rs. in Crores										
Demand No	Major/Minor/Sub-Head of Accounts	Budget Estimate 2024-2025	Grant Released Till Date	Grant Released From April To December			Total Grant Released	DDO At Whose Disposal The Grant Is Placed	Detail Head	Remarks
				State Govt. Burden	C.S.S.	Total Grant (State + C.S.S)				
<b>2810:New and Renewable Energy</b>										
013	101:Grid Interactive and Distributed Renewable Power									
	01-Assistance with/wnl for Setting up Grid Connected Solar PV Power Project on Govt Waste land near GETCOs Sub Stations	3.21.45	0	2,20,5469	0	2,20,5469	2,20,5469	Deputy Chief Electrical Inspector,ELECTRICAL INSPECTOR OFFICE, Vadodra, Vadodra, Vadodra-682531081/03	60 - C4 - Grants 10e - State Amount -220,5469 CSS Amount -0.00	
<b>Total</b>		<b>3,21,45</b>	<b>0</b>	<b>2,20,5469</b>	<b>0</b>	<b>2,20,5469</b>	<b>2,20,5469</b>			
<b>Total</b>		<b>3,21,45</b>	<b>0</b>	<b>2,20,5469</b>	<b>0</b>	<b>2,20,5469</b>	<b>2,20,5469</b>			

Date:26/11/2024 03:26 PM

\* Generated By TCS

**Format-I for Petition of Tariff Determination**  
**30 MW Solar Photovoltaic Grid Connected Power Project located at Chandarava**  
**Annexure- K**

Sr No.	Assumption	Head	Sub-head	Unit	Parameter
1	Power Generation	Capacity	Installed Power Generation Capacity	MW	30.00
			Capacity Utilization Factor (CUF)	%	24.00%
			Auxiliary Consumption	%	0.00%
			Commercial Operation Date (COD)	dd/mm/yyyy	07.06.2021 (20 MW) and 23.08.2021 (10 MW)
			Useful Life	Years	25
2	Project Cost	Capital Cost	Normative Capital Cost	Rs. Crore/ MW	4.80
			Capital Cost	Rs. Crore	143.91
			Capital Subsidy, if any	Rs. Crore	71.95
			Net Capital Cost	Rs. Crore	71.95
3	Financial Assumption	Debt Equity	Tariff Period	Years	25.00
			Debt (Normative)	%	70
			Equity (Normative)	%	30
		Debt Component	Total debt amount(Normative)	Rs. Crore	50.37
			Total equity amount (Normative)	Rs. Crore	21.59
			Loan Amount (Normative)	Rs. Crore	50.37
			Moratorium Period	Years	0
			Repayment Period (incl moratorium)	Years	16
			Interest Rate (Normative as per rate of Interest of Last Loan availed by GSECL)	%	8.18%
		Equity Component	Equity Amount (Normative)	Rs. Crore	21.59
			Return on Equity for First 20 years	% p.a	14.00%
			Return on Equity after 20 years	% p.a	14.00%
			Discount Rate	%	9.93%
		Depreciation	Dep Rate for 1st 12 years	%	5.28%
			Dep rate 13th year onwards	%	SLM basis On reaining Useful Life
Incentives	GBI, if any	Rs. Crore	0		
	Period for GBI	Years	NA		
4	O& M Expenses	Normative O&M Expense	Rs. Lakh/MW	As per O&M contract and thereafter Escation @5.25% p.a.	
		O&M Expenses p.a.	Rs. Crore	As per O&M contract and thereafter Escation @3% p.a.	
		Escalation Factor	%	5.25%	
5	Working Capital	O&M Expenses	Month	0.09	
		Maintenance Spares	% of O&M Expenses	-	
		Receivables	Days	30	
		Interest on Woking Capital	As per GERC Order 2162 of 2022 for True-up of 2021-22	% per annum	9.50%

As per O&M contract  
 24.00%  
 28.92%

→ Proof

→ Proof

→ Proof

**Format-2 for Petition of Tariff Determination**  
**30 MW Solar Photovoltaic Grid Connected Power Project located at Chundariva**  
**Annexure-K**

Units Generation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Installed Capacity	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Net Generation	63.07	62.68	62.28	61.88	61.49	61.09	60.69	60.30	59.90	59.50	59.11	58.71

Units Generation	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25
Installed Capacity	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Net Generation	58.31	57.92	57.52	57.12	56.73	56.33	55.93	55.54	55.14	54.74	54.35	53.95	53.56

Tariff Components (Fixed charge)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
O&M Expenses	113.38	117.41	121.93	126.59	131.46	136.54	141.81	147.30	153.00	158.90	164.90	171.00
Depreciation	379.91	379.91	379.91	379.91	379.91	379.91	379.91	379.91	379.91	379.91	379.91	379.91
Interest on term loan	396.46	365.39	334.32	303.25	272.18	241.11	210.04	178.97	147.90	116.83	85.76	54.69
Interest on working Capital	10.00	9.65	9.31	8.97	8.63	8.29	7.95	7.61	7.27	6.93	6.59	6.25
Return on Equity	302.20	302.20	302.20	302.20	302.20	302.20	302.20	302.20	302.20	302.20	302.20	302.20
Total Fixed Cost	1,254.45	1,227.35	1,200.75	1,174.34	1,148.12	1,122.11	1,096.29	1,070.69	1,045.30	1,020.19	1,000.94	985.16

Tariff Components (Fixed charge)	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25
O&M Expenses	195.76	206.04	216.85	228.24	240.22	252.83	266.11	280.08	294.78	310.26	326.55	343.69	361.73
Depreciation	147.45	147.45	147.45	147.45	147.45	147.45	147.45	147.45	147.45	147.45	147.45	147.45	147.45
Interest on term loan	33.05	20.99	9.93	1.45	-	-	-	-	-	-	-	-	-
Interest on working Capital	9.10	9.09	9.72	9.79	9.84	9.89	9.94	10.00	10.07	10.14	10.21	10.28	10.34
Return on Equity	302.20	302.20	302.20	302.20	302.20	302.20	302.20	302.20	302.20	302.20	302.20	302.20	302.20
Total Fixed Cost	740.92	740.16	737.95	741.89	752.46	765.12	778.44	792.47	807.23	822.77	839.14	856.36	874.40

Per Unit Tariff components	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
PU O&M expenses	0.18	0.19	0.20	0.20	0.21	0.22	0.23	0.24	0.25	0.26	0.27	0.28
PU Depreciation	0.60	0.61	0.61	0.61	0.62	0.62	0.63	0.63	0.63	0.64	0.64	0.65
PU Interest on term Loan	0.93	0.86	0.84	0.82	0.80	0.79	0.78	0.76	0.75	0.74	0.73	0.72
PU Interest on working Capital	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
PU Return on Equity	0.48	0.48	0.49	0.49	0.49	0.49	0.50	0.50	0.50	0.51	0.51	0.51
PU Tariff Components	1.99	1.96	1.93	1.90	1.87	1.84	1.81	1.78	1.75	1.73	1.70	1.68

Per Unit Tariff components	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25
PU O&M expenses	0.34	0.36	0.36	0.36	0.40	0.42	0.45	0.48	0.50	0.53	0.57	0.60	0.64
PU Depreciation	0.25	0.25	0.25	0.25	0.26	0.26	0.26	0.26	0.27	0.27	0.27	0.27	0.28
PU Interest on term Loan	0.06	0.04	0.02	0.00	-	-	-	-	-	-	-	-	-
PU Interest on working Capital	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
PU Return on Equity	0.52	0.52	0.53	0.53	0.53	0.54	0.54	0.54	0.55	0.55	0.56	0.56	0.56
PU Tariff Components	1.27	1.28	1.28	1.30	1.33	1.36	1.39	1.43	1.46	1.50	1.54	1.59	1.68

Levelized Tariff	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Discount Factors	0.91	0.83	0.75	0.68	0.62	0.57	0.52	0.47	0.43	0.39	0.35	0.32
Discounted Tariff components	1.81	1.82	1.85	1.80	1.76	1.04	0.93	0.83	0.74	0.67	0.60	0.54

Levelized Tariff	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25
Discount Factors	0.19	0.17	0.24	0.22	0.20	0.18	0.17	0.15	0.14	0.12	0.11	0.10	0.09
Discounted Tariff components	0.17	0.14	0.11	0.29	0.27	0.25	0.23	0.21	0.20	0.19	0.17	0.16	0.28
Levelized Tariff	1.76	1.76	1.76	1.76	1.76	1.76	1.76	1.76	1.76	1.76	1.76	1.76	1.76



13/3/2025



140

# GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Vidyut Bhavan, Race Course, Vadodara, India - 390007. Ph. 91-265-6612003, Fax: 91-265- 2340595  
e-mail: gmf.gsecl@gebmail.com Website: www.gsecl.in  
CIN: U40100GJ19935GC019988

GSECL/GERC Cell/ Chandarava/7142

Dated: 11.07.2025

To,  
The Secretary,  
Gujarat Electricity Regulatory Commission  
6<sup>th</sup> Floor, GIFT One,  
Road 5-C, Zone-5, GIFT City,  
Gandhinagar- 382 355

	<b>G.E.R.C.</b>
Inward No.	10-3428
Date:	14 JUL 2025

Legal  
F & A  
14/7/25

**Sub:** Petition No. 2495 of 2025 for determination of tariff of 30 MW Solar Photovoltaic Grid connected Power Project located at **Chandarava**, District Botad established by GSECL

**Ref:** Your Letter No. GERC/Legal/2025/916 dt.04.06.2025

to GERC/EXCL  
F&A  
14/7/25

Respected Sir,

This has reference to the Hon'ble Commission's directions in the matter of **Petition No. 2495 of 2025** for determination of tariff of 30 MW Solar Photovoltaic Grid connected Power Project located at **Chandarava**, District Botad established by GSECL.

In this regard, it is respectfully submitted that a copy of the petition has been duly served to the Respondent M/s. Gujarat Urja Vikas Nigam Limited (GUVNL), Vadodara vide our letter No.GSECL/GERC Cell/ GETCO Solar project/Petition/715 dt.05.07.2025, duly acknowledged by them (Copy enclosed).

This may please be treated as proof of direct service to the Respondent.

You are kindly requested to take the same on record.

For Gujarat State Electricity Corporation Ltd.,

General Manager (F & A)

**Encl.** - As above

Copy to:

General Manager (RE), GUVNL

for kind perusal pl.  
- Hon'ble chairman  
- " Member  
- " Member  
- Secretary

14/7/25

G.E.R.C.



Ward No. 10

Date:



# GUJARAT STATE ELECTRICITY CORPORATION LIMITED

Vidyut Bhavan, Race Course, Vadodara, India – 390007. Ph. 91-265-6612003, Fax: 91-265-2344537  
e-mail: [gmf.gsecl@gmail.com](mailto:gmf.gsecl@gmail.com) Website: [www.gsecl.in](http://www.gsecl.in)  
CIN: U40100GJ1993SGC019988

Ref. No.: GSECL/GERC Cell/GETCO solar project/Petition/ 715 Date: 05/07/2025

To,  
The General Manager [RE]  
GUVNL,  
Sardar Patel Vidhyut Bhavan,  
Race Course,  
Vadodara – 390007.



**Subject:** Submission of Petitions for Solar Projects.

Sir,

Gujarat State Electricity Corporation Limited (GSECL) has filed petitions for determination of tariff for following five Solar Photovoltaic Grid Connected Power Projects located at various locations across Gujarat. These Solar projects have been developed under GETCO-Wasteland solar power project scheme.

1. Chandarva(30 MW)
2. Anida(10 MW)
3. Paravadi(10 MW)
4. Khandiya(35 MW)
5. Vitthalpar (15 MW)

In this regard, we would like to bring to your kind attention that the hard copy of the petition for the **Chandarva Solar Project** has already been submitted by hand. Further, copies of the petitions for the remaining four projects — **Anida, Paravadi, Khandiya, and Vitthalpar** are enclosed herewith for your ready reference and necessary action.

We request you to kindly acknowledge the same.

For Gujarat State Electricity Co. Ltd.

(Shubhadeep Sen)  
General Manager (F & A)

Encl.:- (As above)

Abhy  
05/07/2025

MS  
5/7/2025

010



# GUJARAT STATE ELECTRICITY CORPORATION LIMITED

VidyutBhavan, Race Course, Vadodara, - 390007, India. Ph. 91-265-6612003, Fax: 91-265-2344537  
e-mail: gmf.gsecl@gmail.com Website: www.gsecl.in  
CIN: U40100GJ1993SGC019988

GSECL/GERC Cell/2495/2025/868

Date: 02.09.2025.

To,  
The Secretary,  
Gujarat Electricity Regulatory Commission,  
6th Floor, GIFT one,  
Road 5C, Zone 5, GIFT City,  
Gandhinagar - 382355.  
GUJARAT.

Ad (GSECL) Rec  
F&A  
6/9/25

G.E.R.C.	
Inward No.	4337
Date:	6 SEP 2025
Legal	Tech.
Tariff	Admin
CA	Acct.

**Sub:** Submission of replies regarding issuance of the public notices in respect of petitions filed before GERC for determination of tariff of sale of power from grid connected solar PV Power projects developed by GSECL in the wastelands allotted in the vicinity of GETCO Substations.

**Ref:** (1) Daily Order dt. 08.08.2025 in Petition No.2495 of 2025

Sir,

GSECL has filed Petition No. 2495/2025 before the Hon'ble Commission under Section 62 read with Section 86(1)(a) of the Electricity Act, 2003, for determination of tariff of the 30 MW Solar Photovoltaic Grid-Connected Power Project located at Chandarava.

In compliance to the directions of the Hon'ble Commission vide daily Order dt. 08.08.2025, a Public Notice inviting comments/suggestions/objectives from stake holders was published on 25.08.2025 in the English newspaper *Indian Express* and the Gujarati newspapers *Divya Bhaskar* and *Sandesh* (all editions).

Further, the reply in respect of daily order dt. 08.08.2025 along with the clippings of publication in newspaper supported with an Affidavit is submitted in five sets.

It is requested to apprise the Hon'ble Commission accordingly.

Thanking You,

For Gujarat State Electricity Co. Ltd.

(Shubhadeep Sen)

General Manager (F & A)

Encl: As above.





Petition no.2495 of 2025

**BEFORE GUJARAT ELECTRICITY REGULATORY COMMISSION  
GANDHINAGAR**

Filing No:

Case No.: 2495 of 2025

<b>IN THE MATTER OF</b>	<p>Petition for Determination of Tariff of 30 MW Solar Photovoltaic Grid Connected Power Project located at Chandarava, District: Botad Under Section 62 read with Section 86 (1) (a) of the Electricity Act, 2003.</p> <p>Gujarat State Electricity Corporation Limited Corporate Office Vidyut Bhavan, Racecourse Vadodara-390 007</p> <p><b>Petitioner</b></p>
-------------------------	---

**AND**

<b>IN THE MATTER OF</b>	<p>Gujarat Urja Vikas Nigam Limited Sardar Patel Vidyut Bhavan Racecourse, Vadodara – 390 007</p> <p><b>Respondent</b></p>
-------------------------	--

**THE PETITIONER ABOVE NAMED RESPECTFULLY SUBMITS AS UNDER**

- 1.0 The petitioner M/s. Gujarat State Electricity Corporation Limited (GSECL) had filed present Petition No. 2495 of 2025 before Hon'ble Commission for determination of Tariff for sale of power from 30 MW Solar Photovoltaic Grid Connected Power Project located at Chandarava, District: Botad. This plant was declared commercially operational on 07.06.2021 (20 MW) & 23.08.2021 (10 MW). Accordingly, the date of commercial operation of 30 MW was on 23.08.2021. Thereafter, GSECL entered into Power Purchase Agreement (PPA) for sale of power from this project with M/s. Gujarat Urja Vikas Nigam Limited (GUVNL) on 17.02.2025.
- 2.0 Hon'ble Commission heard the Petition on 18.07.2025 and thereafter, daily order was issued on 08.08.2025. Pursuant to the daily order dt. 08.08.2025, Hon'ble Commission through Para No. 2.2 has directed GSECL to submit certain documents and details. Our submission in this regard is as under: -
- 2.1 It is most respectfully submitted that the copies of the EPC supply & work orders and O&M contract, Board Resolution, Power Purchase Agreement (PPA), and other technical details have already been submitted along with the petition for kind consideration of the Hon'ble Commission. Details of the said documents/details along with Annexure No. and Page No. of petition submitted along with the petition on 23.05.2025 are as under: -

<b>Particulars</b>	<b>Annexure No.</b>	<b>Page No. of the Petition</b>
Revenue Department's G.R. No: JMN-3919-259-A1	A	23
Government of Gujarat G.R. No. SLR/11/2019/675/B1	B	26
Board Resolution No. 163.16.5288 dt. 11.07.2019	C	29
Copy of Supply Order	E1	31
Copy of Work Order	E2	42
Copy of Operation & Maintenance Order	F	60
Copy of Power Purchase Agreement	I	93



As regards the sources of finance for this project, it is most respectfully submitted that this project has been developed under the scheme notified by GoG to developed solar power projects in government waste lands allocated to GSECL in the vicinity of GETCO substations. The land was made available at a nominal lease of ₹1 per hectare for period of 30 years. Moreover, 50% of project cost has been provided by state government in the form of capital grant. Balance 50% amount has been funded by GSECL from own funds. No loans were taken by GSECL for this project. Accordingly, GSECL has submitted the petition considering 50% of the project cost for working of tariff. The details regarding the sources of finance have already been submitted in the petition. (Section 2.3: Page 13 of the submitted petition)

- 2.2 As regards the directives of Hon'ble Commission to issue a Public notice inviting suggestions/comments/objections from stakeholders and also to upload the petition along with all relevant documents on website of GSECL, The Petitioner most respectfully submits that the Public Notice as directed by Hon'ble Commission, has been published on 25.08.2025 in English newspaper 'Indian Express' and Gujarati newspapers 'Divya Bhaskar' & 'Sandesh'. Copies of the Public Notices published in newspapers are enclosed herewith. (Annexure I and II). It is kindly requested to apprise Hon'ble Commission in this regard.

The details of the "Notice" published in newspapers are as under:

1	Name of News papers	1. 'Indian Express' (In English) 2. 'Divya Bhaskar' & 'Sandesh' (In Gujarati)
2	Date of publication	25.08.2025.
3	Center to avail copy of Application	Accounts Department, Gujarat State Electricity Corporation Limited (GSECL), Vidyut Bhavan, Race Course, Vadodara – 390 007
4	Electronic Copy	Available on Web site <a href="http://www.gsecl.in">www.gsecl.in</a>
5	Last date of filling affidavit before secretary GERC for objections / suggestions	24.09.2025



The clippings of the relevant newspapers dt. 25.08.2025 marked as Annexure-I and II are submitted herewith for perusal. Kindly apprise Hon'ble Commission accordingly.

- 2.3 It is humbly submitted that this project has been commercially operational since 23.08.2021 and till July-2025, 258 MUs energy have already been supplied to GUVNL from this project. However, in absence of approved tariff, GSECL is unable to claim for sale of power from this project. Moreover, it is pertinent to mention that GUVNL and DISCOMs are realizing revenue from consumers against this power, but as a generator GSECL is not getting any revenue, which hampers the financial position and cash flow of the company. It is therefore most respectfully submitted to approve provisional tariff of at least 95% of the proposed tariff till the final order in this petition is issued by Hon'ble commission.

**3.0 PRAYER:**

1. The Petitioner requests to take the note of the submission made under the above paras and appraise Hon'ble Commission accordingly.
2. It is most respectfully submitted to approve the provisional tariff of at least 95% of the proposed tariff and issue suitable directives to claim cost of energy from the date of commercial operation of 1<sup>st</sup> phase of 20 MW i.e. 07.06.2021.
3. The Petitioner requests the Hon'ble Commission to approve any other relief, if deemed fit.
4. The Petitioner craves leave to submit further details or make additional submissions in the Petition.



Petitioner

Gujarat State Electricity Corporation Limited

Place: Vadodara.

Date: 28.08.2025

**Declaration:**

The Petitioner hereby declares that the subject matter of the petition has not been raised by the petitioner before any other forum, and that no other forum has passed any orders in relation thereto.

Place: Vadodara

Date: 28.08.2025



Petitioner

Gujarat State Electricity Corporation Limited



Petition no.2495 of 2025

**BEFORE GUJARAT ELECTRICITY REGULATORY COMMISSION  
GANDHINAGAR**

Filing No:  
Case No.: 2495 of 2025

<p><b>IN THE MATTER OF</b></p>	<p>Petition for Determination of Tariff of 30 MW Solar Photovoltaic Grid Connected Power Project located at Chandarava, District: Botad Under Section 62 read with Section 86 (1) (a) of the Electricity Act, 2003.</p> <p style="text-align: right;">Gujarat State Electricity Corporation Limited Corporate Office Vidyut Bhavan, Racecourse Vadodara-390 007</p> <p style="text-align: right;"><b>Petitioner</b></p>
--------------------------------	---

**AND**

<p><b>IN THE MATTER OF</b></p>	<p>Gujarat Urja Vikas Nigam Limited Sardar Patel Vidyut Bhavan Racecourse, Vadodara – 390 007</p> <p style="text-align: right;"><b>Respondent</b></p>
--------------------------------	---

**S.R. No. 10773**  
**Date : 28/8 /2025**

Affidavit verifying the Application

I, Pritesh A. Parekh, son of Shri Ashokbhai G. Parekh, aged 39 years, working at GSECL, Vidyut Bhavan, Race Course, Vadodara do solemnly affirm and say it as follows:

I am Deputy Engineer (Commerce/GERC) of the Gujarat State Electricity Corporation Limited, the Petitioner in the above matter and am duly authorized by the said Petitioner to make this affidavit.

The Statements made herein above are true to the best of my knowledge and belief, which I believe them to be true.

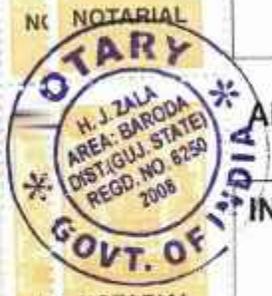
Solemnly affirmed at Vadodara on this 28<sup>th</sup> day of August'2025, that the contents of the above affidavit are true to the best of my knowledge, no part of it is false and nothing material has been concealed there from.



Place: Vadodara.  
Dated: 28.08.2025

*(Signature)*  
(Pritesh A. Parekh)  
Deputy Engineer (Commerce/GERC)  
Solemnly Affirmed/Declared  
Sworn Before me by...P.A.....

*(Signature)*  
H. J. ZALA  
NOTARY (Govt. of India)





Petition no.2495 of 2025

**BEFORE GUJARAT ELECTRICITY REGULATORY COMMISSION**

**GANDHINAGAR**

Filing No:

Case No.: 2495 of 2025



**IN THE MATTER OF**

Petition for Determination of Tariff of 30 MW Solar Photovoltaic Grid Connected Power Project located at Chandarava, District: Botad Under Section 62 read with Section 86 (1) (a) of the Electricity Act, 2003.

Gujarat State Electricity Corporation Limited  
Corporate Office  
Vidyut Bhavan, Racecourse  
Vadodara-390 007

**Petitioner**



**AND**

**IN THE MATTER OF**

Gujarat Urja Vikas Nigam Limited  
Sardar Patel Vidyut Bhavan  
Racecourse,  
Vadodara – 390 007

**Respondent**

**S.R. No. 10773**

**Date : 28/8 /2025**

Affidavit verifying the Application



I, Pritesh A. Parekh, son of Shri Ashokbhai G. Parekh, aged 39 years, working at GSECL, Vidyut Bhavan, Race Course, Vadodara do solemnly affirm and say it as follows:

I am Deputy Engineer (Commerce/GERC) of the Gujarat State Electricity Corporation Limited, the Petitioner in the above matter and am duly authorized by the said Petitioner to make this affidavit.

The Statements made herein above are true to the best of my knowledge and belief, which I believe them to be true.

Solemnly affirmed at Vadodara on this 28<sup>th</sup> day of August'2025, that the contents of the above affidavit are true to the best of my knowledge, no part of it is false and nothing material has been concealed there from.



(Pritesh A. Parekh)

Deputy Engineer (Commerce/GERC)  
**Solemnly Affirmed/Declared**  
Sworn Before me by... P.A. ....

*Pritesh Parekh*  
H. J. ZALA

**NOTARY (Govt. of India)**

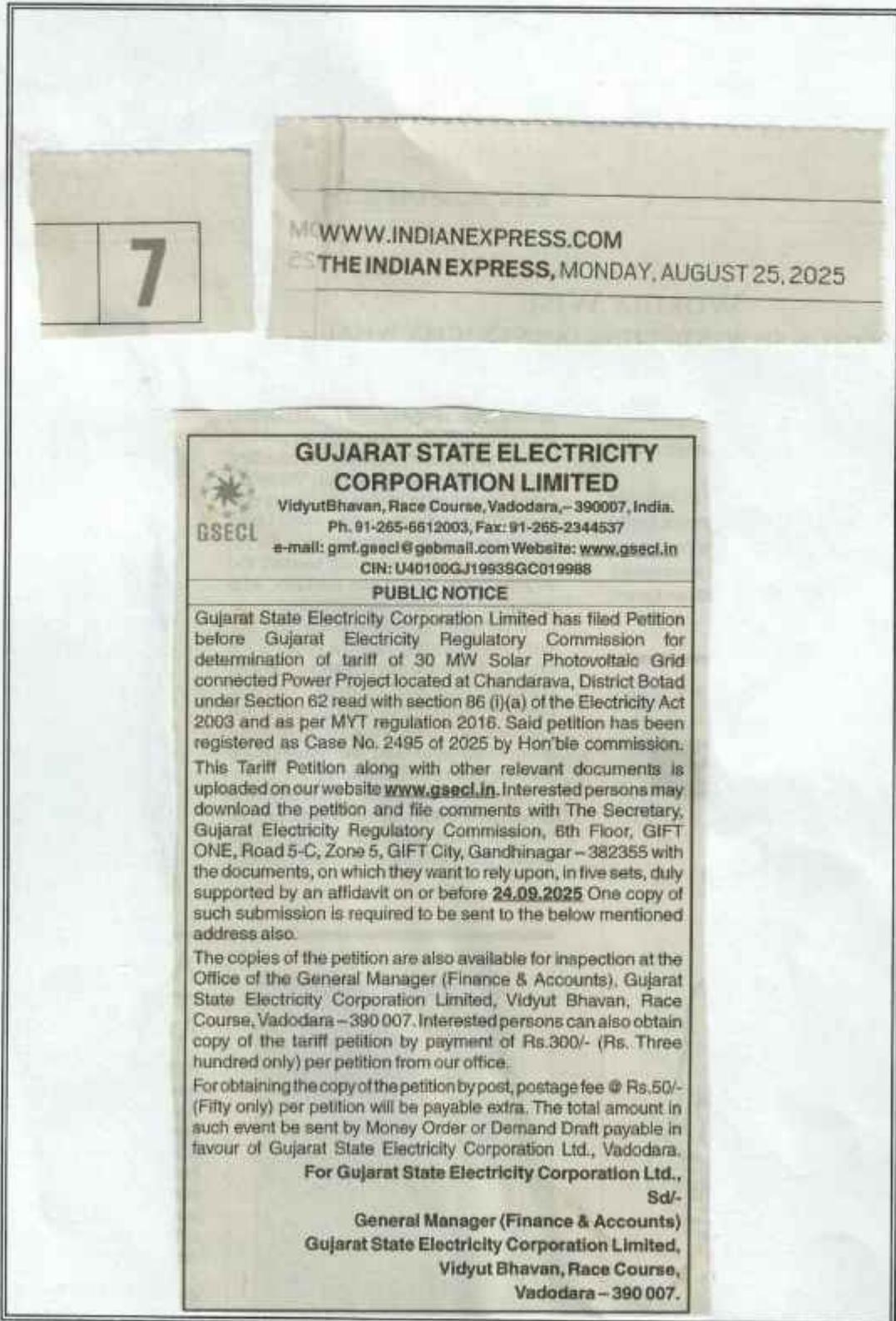
Place: Vadodara.

Dated: 28.08.2025



**ANNEXURE-I**

**CLIPPING OF PUBLIC NOTICE ISSUED BY GSECL PETITION NO.2495/2025  
PUBLISHED ON: 25.08.2025 IN ENGLISH NEWS PAPER 'INDIAN EXPRESS':**



The clipping shows a newspaper page with a large number '7' in a box on the left. To the right, the text reads: 'MCWWW.INDIANEXPRESS.COM' and '25 THE INDIAN EXPRESS, MONDAY, AUGUST 25, 2025'. Below this is a public notice from Gujarat State Electricity Corporation Limited. The notice includes the company's logo, name, address, contact information, and a detailed public notice regarding a tariff petition for a 30 MW Solar Photovoltaic Grid project. It provides information on how to obtain copies of the petition, including a fee of Rs. 50/- per petition, and where to submit comments and affidavits by the deadline of 24.09.2025.

**GUJARAT STATE ELECTRICITY CORPORATION LIMITED**  
VidyutBhavan, Race Course, Vadodara, - 390007, India.  
Ph. 91-265-6612003, Fax: 91-265-2344537  
e-mail: gmf.gsecl@gebmail.com Website: www.gsecl.in  
CIN: U40100GJ1993SGC019988

**PUBLIC NOTICE**

Gujarat State Electricity Corporation Limited has filed Petition before Gujarat Electricity Regulatory Commission for determination of tariff of 30 MW Solar Photovoltaic Grid connected Power Project located at Chandarava, District Botad under Section 62 read with section 86 (i)(a) of the Electricity Act 2003 and as per MYT regulation 2016. Said petition has been registered as Case No. 2495 of 2025 by Hon'ble commission.

This Tariff Petition along with other relevant documents is uploaded on our website [www.gsecl.in](http://www.gsecl.in). Interested persons may download the petition and file comments with The Secretary, Gujarat Electricity Regulatory Commission, 8th Floor, GIFT ONE, Road 5-C, Zone 5, GIFT City, Gandhinagar - 382355 with the documents, on which they want to rely upon, in five sets, duly supported by an affidavit on or before **24.09.2025** One copy of such submission is required to be sent to the below mentioned address also.

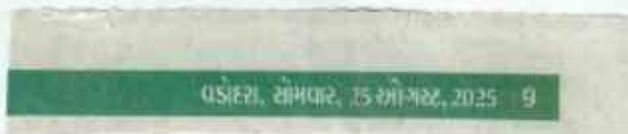
The copies of the petition are also available for inspection at the Office of the General Manager (Finance & Accounts), Gujarat State Electricity Corporation Limited, Vidyut Bhavan, Race Course, Vadodara - 390 007. Interested persons can also obtain copy of the tariff petition by payment of Rs.300/- (Rs. Three hundred only) per petition from our office.

For obtaining the copy of the petition by post, postage fee @ Rs.50/- (Fifty only) per petition will be payable extra. The total amount in such event be sent by Money Order or Demand Draft payable in favour of Gujarat State Electricity Corporation Ltd., Vadodara.

**For Gujarat State Electricity Corporation Ltd.,**  
Sd/-  
**General Manager (Finance & Accounts)**  
Gujarat State Electricity Corporation Limited,  
Vidyut Bhavan, Race Course,  
Vadodara - 390 007.

**ANNEXURE-II**

**CLIPPING OF PUBLIC NOTICE ISSUED BY GSECL PETITION NO.2495/2025 PUBLISHED ON 25.08.2025 IN VERNACULAR GUJARATI NEWS PAPER "DIVYA BHASKAR":**



વડોદરા, સોમવાર, ૨૫ ઓગસ્ટ, ૨૦૨૫ ૯



**દિવ્ય ભાસ્કર**



**GUJARAT STATE ELECTRICITY CORPORATION LIMITED**  
 Vidyut Bhavan, Race Course, Vadodara, India - 390007.  
 Ph +91-265-6612003, Fax: +91-265-2344537,  
 e-mail: gmf.gsecl@gsecl.com Website: www.gsecl.in,  
 CIN: U40100GJ1993SGCO19968

**જાહેર સૂચના**

ગુજરાત સ્ટેટ ઇલેક્ટ્રીસિટી કોર્પોરેશન લીમિટેડ દ્વારા સ્થાપિત ખોટાદ જિલ્લાના ચંદ્રવા ખાતે સ્થિત ૩૦ મેગાવોટ સોલાર ફોટોવોલ્ટેઈક પ્લેટ ફનેક્શન પાવર પ્રોજેક્ટ માં થી કલ્પિત થતી વીજળી ના વીજદર નિર્ધારિત કરવા માટેની પીટીસન ઇલેક્ટ્રીસિટી એક્ટ-૨૦૦૩ ની કલમ - ૬૨ કલમ અને ૬૬ (1)(a) તેમજ મહત્તી ઈવર ટેલીકોમ્યુનિકેશન, ૨૦૧૬ ની જોગવાઈઓ હેઠળ ગુજરાત વીજ નિયમન પંચ સમક્ષ રજૂ કરવામાં આવેલ છે. સદર પીટીસનનો નોંધણી ક્રમાંક - ૨૪૯૫/૨૦૨૫ આપવામાં આવેલ છે. સદર પીટીસન તથા તેને સંબંધિત દસ્તાવેજો કંપનીની વેબસાઈટ [www.gsecl.in](http://www.gsecl.in) પર ઉપલબ્ધ છે. સંબંધિત વ્યક્તિ/સંસ્થાઓ સદર પીટીસન બાબતે પોતાના મુદ્દાનો તેને સંબંધિત દસ્તાવેજો સાથે, પાંચ નકલોમાં જરૂરી સોમંજસતા સાથે ગુજરાત વીજ નિયમન પંચ, ૩૭૭ માળ, ટિકટ વન, પ-સી રોડ, વિભાગ-૫, ગ્રીડ સીટી, ગાંધીનગર-૩૯૨૩૫૫ ની કચેરીમાં તા. ૨૪/૦૮/૨૦૨૫ સુધીમાં રજૂ કરી શકે છે. સદર સૂચનોની એક નકલ ગુજરાત સ્ટેટ ઇલેક્ટ્રીસિટી કોર્પોરેશન લીમિટેડ ના નીચે જણાવેલા સરનામા પર પણ મોકલવા વિનંતી છે. સદર પીટીસનની નકલ અવલોકન માટે જનરલ મેનેજર (નાણાં અને હિસાબ), ગુજરાત સ્ટેટ ઇલેક્ટ્રીસિટી કોર્પોરેશન લીમિટેડ, વિદ્યુત ભવન, રેસીડેન્સ, વડોદરા-૩૯૦૦૦૭ ની કચેરીમાં ઉપલબ્ધ છે. તેમજ પીટીસનની નકલ સદર કચેરીમાં રૂા.૩૦૦/- (રૂપિયા ત્રણસો પુરા) ભરપાઈ કરીને મેળવી શકાયે. પીટીસનની નકલ ટપાલ દ્વારા મેળવવા માટે ટપાલ અર્થ પેટે રૂા.૫૦/- (રૂપિયા પચાસ પુરા) વધારાના ભરપાઈ કરવાના રહેશે. આમ, પીટીસનની નકલ તેમજ ટપાલ અર્થની રૂા.૨૬૫ મનીઓ ડિરેક્ટિયાન ડ્રાફ્ટ દ્વારા ગુજરાત સ્ટેટ ઇલેક્ટ્રીસિટી કોર્પોરેશન લીમિટેડ ના નામે મોકલવાના રહેશે. વતી, ગુજરાત સ્ટેટ ઇલેક્ટ્રીસિટી કોર્પોરેશન લીમિટેડ

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**જનરલ મેનેજર (નાણાં અને હિસાબ)**  
 ગુજરાત સ્ટેટ ઇલેક્ટ્રીસિટી કોર્પોરેશન લીમિટેડ  
 વિદ્યુત ભવન, રેસીડેન્સ, વડોદરા-૩૯૦૦૦૭

