

SEEPZ SPECIAL ECONOMIC ZONE

ANDHERI (EAST), MUMBAI.

AGENDA FOR THE 42nd MEETING OF THE SEEPZ
SPECIAL ECONOMIC ZONE AUTHORITY

VENUE : Through video conferencing on Webex application.

DATE : 30th September, 2020

TIME : 11.30 A.M.

INDEX

Agenda Item No.	Description
Agenda Item No. 1	Approval of the Minutes of the meeting held on 07.08.2020.
Agenda Item No. 2	Allotment of space in BFC Bldg.
Agenda Item No. 3	Proposal for implementation of reduction in power tariff
Agenda Item No. 4	Proposal for extension of Annual Maintenance Contract for Mechanized/ Manual Cleaning work and Housekeeping Services for SEEPZ SEZ campus as well as SEEPZ Residential Complex (Govt. Quarters) for the year 2020-21
Agenda Item No. 5	Proposal for implementation of solar power project by MEPA under RESCO model
Agenda Item No. 6	Proposal for honorarium to the existing govt. staff for attending the Authority related work.
Agenda Item No. 7	Proposal for purchase of EDI stationary for Security Gate Pass (I'VC Card printing)

MINUTES OF THE 41st AUTHORITY MEETING HELD ON 07.08.2020 UNDER THE
CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER & CHAIRPERSON, SEEPZ-
SEZ AUTHORITY

The following were present:

- | | | |
|-------|--|--------------------|
| (i) | Sh. Devendra Singh
Dy. DGFT, Mumbai | - Member |
| (ii) | Sh. C.P.S. Chauhan
JDC, SEEPZ-SEZ | - Member/Secretary |
| (iii) | Sh. Vijay Gujarati,
COO, M/s. EOS Power India Pvt. Ltd. | - Member |
| (iv) | Sh. Ashish Kothari, Director
M/s. Jewalex India Pvt. Ltd. | - Member |

The Chairperson welcomed the Members of the SEEPZ-SEZ Authority and thereafter Agenda was taken up for discussion.

Agenda Item No. 1 : Confirmation of the Minutes of the 40th Meeting held on
12.06.2020.

The Minutes of the meeting held on 12.06.2020 were approved with consensus.

Agenda Item No. 2: **Proposal for Hiring of Agency for scanning and
digitization of old records of SEEPZ SEZ Authority**

The Authority was briefed that the SEEPZ SEZ Authority has lot of old and current records of around 70000 nos. which is on files. The said records should be scanned and digitized so that it is easy to refer as and when required for years together and it will reduce the risk of records due to restricted entry. Authority was also apprised that on scanning all the documents/records folder structure/configuration management policy will be followed while storing the digitized data in the DVD/ hard disk and/or central storage.

Authority was informed that the Payment should be on completion of the Digitization, Scanning and deployment of Document Management System and on the basis of the quantity of documents digitized, scanned and uploaded.

After deliberation, the Authority approved the proposal for hiring of Agency for scanning and digitization of old records of SEEPZ SEZ Authority. Authority also directed that procurement may be made through GeM only. The service provider should ensure proper storage and backup of the data for easy access of records and also ensure that proper confidentiality is maintained of the records. The confidentiality agreement, should be entered with the service provider either in the format available of GeM or in a separate format if not available on GeM. Also, the backup of documents should be in adequate number of hard discs/server to avoid any loss of data in future.

Agenda Item No.3: Proposal w.r.t. allotment of space

The Authority was apprised that as per the advertisement, applications were received from willing eligible applicants. All the applications were scrutinized by the Committee as per the pre-defined parameters and the Committee had submitted the report before the Chairperson. After approval, the said report was hosted on the SEEPZ's website for 15 days for inviting any observation/suggestion of the applicants on the Committee report. After completion of 15 days and on receipt of no comments/observations from anyone, the said report is submitted before Authority for information. Authority was apprised that absolute transparency was maintained in the process and the Committee report was put to public domain before allotment.

After deliberation, the Authority noted the report submitted by the Committee and directed to issue allotment letters to the allottees.

Agenda Item No.4: Proposal for sanction of additional 12 DEOs under Authority

Authority was apprised that Ministry of Finance vide its Office Memorandum dt. 08.04.2020, keeping in view the present situation arising out of COVID 19 and the consequential lockdown, had asked the Ministry/Dept. falling under Category C i.e. Department of Commerce to restrict the overall expenditure within 15% of the Budget Estimate 2020-21. The expenses under Office Expenditure has reduced to Rs. 28,50,000/- in the 1st quarter and further reduced to Rs 24,00,00,000/- in the 2nd quarter, which makes it difficult for SEEPZ Administration to release the payment of the existing outsourced staff of SEEPZ SEZ under OE head since May, 2020. Hence, in view of the above facts, it is proposed that in order to meet the expenses from the DC office fund, the salary for 12 DEOs of the outsourced staff may be met from the Authority Fund. The Authority was further apprised that the said 12 DEOs are handling the work related to Authority in addition to the work pertaining to DC office.

After deliberation, the Authority approved the proposal for sanction of additional 12 DEOs under Authority Fund w.e.f. May 2020.

Agenda Item No.5: Proposal for approval of Annual Accounts for the FY 2019-20.

The Annual Accounts of the Authority for the year 2019-20, prepared by the Authority CA were presented before Authority for Approval.

Authority observed that Contingent Liability shown in the last year and this year is the same and therefore asked to re-examine.

On further discussions, it was mentioned by the CA that it was a typo error as the sub head to be read as :-

For-

Claims against Authority not acknowledged as debts Rs. 2584.90 lacs (Previous year Rs. 475 lacs)

Read as :

Claims against Authority not acknowledged as debts Rs. 2402.40 lacs (Previous year Rs. 2584.90 lacs)

Authority was apprised that the differential amount is with the claim settled by the Arbitral Tribunal in respect of M/s Ashoka Biogreen and the Authority claiming only Rs. 2,92,49,870 - for which Petition has been filed before the High Court.

Authority was further apprised that the Accounts of Authority for FY 2018-19 have been audited by CAG which contained the contingent liabilities on similar issues following the same accounting principles.

After detailed deliberation, the Authority approved the annual accounts for the financial year 2019-20.

Agenda Item No.6 : Proposal for implementation of procedure for payment of lease rent

Authority was apprised that Ministry wide letter dt 31.10.95 had stipulated certain norms for periodicity for payment of advance rent and the interest liability @ 12% to be levied on the Unitholders for non-payment. Subsequent instructions were issued in 2000 that rent may be revised every 6 years. However, Ministry in its meeting held in 2013 had decided that revision of lease rent to be done on annual basis.

Authority was apprised that Ministry had only granted deferment in payment of lease rent for the period April to June 2020, however no further relaxation has been granted by Ministry. Trade representatives had requested for defining a methodology of payment of lease rent.

After deliberation, the Authority approved the methodology of the implementation of the procedure for payment of lease rent i.e. the bills will be issued quarterly to the Unitholders and the Unitholders need to pay lease rent in advance for the month by the 15th of the said month, failing which applicable interest will be leviable without any intimation.

It was further held that since rent was not revised for 2019-20 and Ministry has directed not to revise same for 2020-21, the rent revision has to take place w.e.f. from 2021-22. Also, the fact of no revision of rent for 2019-20, alongwith reasons/circumstances of the same may also be brought to the notice of the Ministry.

Agenda item no. 7 : Proposal for hiring of services of Internal Auditor for a further period of one year.

Authority was apprised that Proposal for hiring of services of Internal Auditor for auditing the accounts for the year 2017-18 & 2018-19 & further extension for one year was placed before the 37th Authority Meeting held on 24.10.2019. The Authority had noted the hiring of services of Internal Auditor, however directed to form a sub-Committee to examine the manner in which the Internal Auditor and CA had functioned in the past 2 years and to see if any improvements in efficiency are possible or if outcomes could be achieved in the optimum level.

The Committee, so constituted, had examined and analyzed the reports made by the Internal Auditor and found their work satisfactory and also recommended that the Internal Audit is a necessity for improving this organization's operations. The Committee felt that the services of the existing Internal Auditor can be extended as

per the work order for a further period of one year only @10% escalation of their charges.

After deliberation, the Authority approved the proposal for extension of the contract period, as per the willingness provided by the Firm, and also as per the Clause no. (xiv) of the work order with a 10% escalation for a further period of one year i.e. from 08.10.2019 to 07.10.2020.

Agenda Item no. 8: Proposal for extension of hiring of services of Chartered Accountant Firm for the year 2020-21.

Authority was apprised that proposal for hiring of Chartered Accountant for a period of one year was placed before the 37th Authority Meeting held on 24.10.2019. The Authority was informed that the contract is expiring on 31.10.2020, however, it contains a clause for extension till 3 years with an escalation @10%, if the services are found satisfactory. The firm has given their willingness for a further extension of one year without any escalation and the services of the CA firm were found satisfactory during the earlier period.

After deliberation, the Authority approved the proposal for extension of the contract period and also as per the Clause no. 15 of the work order for a further period of one year upto 31.10.2021 without any escalation.

Agenda Item no. 9: Proposal for extension of AMC of cleaning contract for the year 2020-21.

Authority was apprised that proposal for AMC of cleaning contract for a period of one year was placed before the 37th Authority Meeting held on 24.10.2019. The Authority was informed that the contract is expiring on 31.10.2020. The firm has given their willingness for a further extension of one year without any escalation.

After deliberation, the Authority held the view that the extension of the existing cleaning contract may be deferred, with performance and adherence to conditions of the contract to be examined in detail. Various activities required to be performed at specified intervals, say weekly or monthly etc. should be monitored properly and cross verified. Similarly, where use of mechanized means is prescribed, the details of machinery used may be examined. Likewise, mechanism to monitor response to requests/complaints need to be developed, like the request option on the portal of Facilities Module.

Agenda Item no. 10: Proposal for purchase of EDI stationary for security gate passes.

Authority was informed that the contract of present vendor M/s Laser Tele Systems for printing of gate passes has expired on 31.07.2020. Authority was also apprised that analyzing the purchase of the new printer and cartridge there is a saving on annual basis if the facility is undertaken in-house, though it will entail deployment of staff and supervision.

After deliberation, the Authority held the view that since bids have already been received in response to the tender, the same may be opened, evaluated and put before the Authority in next meeting. Thereafter it will be assessed which mechanism

is to be adopted. Authority extended the period of current contract till 31.03.2021 with same terms and conditions.

Agenda Item no. 11: Proposal for hiring of Executives under Authority for SEEPZ SEZ.

Authority was apprised that as there is huge amount of work to be attended related to infrastructure, rent and revenue, ministerial references, tenders, Disaster management, etc. Despite the urgent need to move notes on many such issues, it is not being possible as the immediate work and on-going issues take up all the time of existing staff. Executives should be hired to assist for smooth functioning of the Authority, as number of regular staff is very less. The issue of which work is to be given and in what manner will be worked out in consultation with all concerned.

After deliberation, Authority held the view that the service provider may be hired from GeM who will provide qualified and experienced Executives, as per requirement of the job, for effective, efficient and smooth functioning of the Authority. It was further held that no work related to Authority should be left pending/unattended for want of qualified staff. The quotation may be called for 5 to begin with, while the number may go up to 15.

Agenda Item no. 12: Proposal for non-levy of penalty for un-surrendered and expired Gate Passes.

Authority was apprised that penalty was levied for un-surrendered and expired gate passes by way of Circular issued by Authority in past. However, on nonpayment by the Unitholders, CRA had raised objection which got converted into DAP. Trade representatives, SGJMA and stakeholders had time and again given representations for waiver of the same. The said facts were conveyed to the Ministry vide letter dt. 09.06.2020 for guidance/instructions and the Ministry vide letter dt. 22.07.2020 had directed that the said issue may be decided by the Authority and thereafter DGEP may be requested to drop the DAP no. 60.

After deliberation, Authority held the view that no penalty to be levied in future on expired/surrendered gate passes as such practice is not followed in any other Govt. SEZs. Also, the collection of such penalty is not prime motive or function of the Authority and the SEZ Act/Rules do not contain provisions for penalty in such matter.

However, in order to make this decision retrospective from the date of issuance of Circular by Authority in this matter imposing penalty, a legal opinion through Ministry of Law and Justice may be obtained with non-levy of penalty for the previous period, on the issue whether limitation on waiver which applies to recovery of statutory dues, will also apply to recovery of such dues as in this matter; and whether this situation will be covered under general clauses, i.e., power to do includes power to undo. It was further held that there is need for systematic changes in the methodology for issuance and monitoring of gate passes like face recognition entries, RFID cards etc. with the use of latest technology and steps should be taken on priority towards this in consultation with trade representatives.

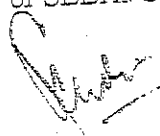
Agenda Item no. 13: Proposal for implementation of Solar Power Project by MEDA and appointment of PMC @ 3% as consultancy charges.

Authority was apprised that the implementation of the Solar Project of 5 MW with 1% PMC charges was approved in the 34th and 37th Authority meeting held on 11.05.2018 & 24.10.2019 respectively. However, on further discussion with MEDA, they insisted to work with 3% PMC charges only. Authority was also apprised by the Consultant Engineer that RESCO model, which involves no capital investment by Authority, would be more beneficial than CAPEX model.

After deliberation, Authority held the view that the Authority Engineer to expedite the matter and discuss with MEDA and draw a conclusion as to whether in RESCO model also, 3% PMC charges is liable to be paid by Authority when the responsibility of the project implementation from concept to commissioning lies with MEDA through developer other than Authority. It was further directed that this process should be completed within 15 days without loss of further time as it has already been delayed in correspondence with MEDA and other agencies.

The Meeting ended with a vote of thanks to the Chair.

This issues with the approval of the Chairperson of SEEPZ SEZ Authority.


11.08.20
(C.P. Singh Chauhan)
Secretary/Jt. Development Commissioner,
SEEPZ SEZ Authority

**ACTION TAKEN REPORT OF AUTHORITY MEETING DATED
07.08.2020**

Sr. No.	Name of Proposal	Remarks
1	Proposal for Hiring of Agency for scanning and digitization of old records of SEEPZ SEZ Authority	Note has been sent to all sections to furnish the no. of pages as required by GeM.
2	Proposal w.r.t. allotment of space	Allotment Letters have been issued.
3	Proposal for sanction of additional 12 DEOs under Authority	Consequent to approval of the Authority payment of 12 DEOs is being drawn from Authority fund w.e.f. May. 2020.
4	Proposal for approval of Annual Accounts for the FY 2019-20.	Authority noted the Annual Accounts for the financial year 2019-20.
5	Proposal for implementation of procedure for payment of lease rent	Consequent to the approval, a circular dt. 28.08.2020 has been issued to the Unitholders.
6	Proposal for hiring of services of Internal Auditor for a further period of one year.	Extension granted vide letter dt. 14.08.2020 to the Internal Auditor for the period upto 07.10.2020.
7	Proposal for extension of hiring of services of Chartered Accountant Firm for the year 2020-21.	Extension granted vide letter dt. 14.08.2020 to the Chartered Accountant for the period 01.11.2020 to 31.10.2021.
8	Proposal for extension of AMC of cleaning contract for the year 2020-21	Proposal has been examined and placed in the ensuing meeting.
9	Proposal for purchase of EDI stationary for security gate passes.	Proposal has been examined and placed in the ensuing meeting.
10	Proposal for hiring of Executives under Authority for SEEPZ SEZ.	Efforts have been taken on GeM to explore the hiring of Executives and it was noticed that there is no slab criteria for wages and deemed to follow the Central Wages Act. In Central Wages Act, there is no slab criteria of wages mention for an executive. However, slab criteria is defined for skilled unskilled semiskilled and highly skilled Indl. Workers.
11	Proposal for non-levy of penalty for un-surrendered and expired gatePasses.	Letter dt. 25.08.20 has been issued to Law Ministry for opinion in respect of past issues.
12	Proposal for implementation of Solar Power Project by MEDA and appointment of PMC @ 3% as consultancy charges.	Proposal has been examined and placed in the ensuing meeting.

GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, MUMBAI

AGENDA ITEM NO. 02

A) Proposal :

Proposal for allotment of space in BFC Building, (Non-processing Area), SEEPZ, SEZ.

B) Specific Issue on which decision of Authority is required:

Approval for allotment of space in BFC Building, (Non-processing Area), SEEPZ, SEZ.

C) Relevant provision of SEZ Act, 2005 & Rules:

Rule 11 (A) (2) of SEZ Rules 2006.

D). Other Information:

This is with reference to the vacant space on the ground floor, 3rd floor and 4th floor of the BFC Building. There are total 3 premises lying vacant with admeasuring area as follows: -

Sr. No.	Floor	Area (sq. mtr.)	Proposed activity
1	Ground floor	710 sq. mtr.	Hospital/Clinic/Wellness Centre/Health Centre/Dispensary
2	3 rd Floor	31.29 sq. mtr.	Insurance facilities, export credit facilities, Logistics services, training centre for trade employees, product development services or any similar services assisting or supporting the authorized operations of the SEZ units or for the welfare of their employees.
3	4 th Floor	243 sq. mtr.	

The said premises can be allotted to eligible entrepreneurs/organization on a 5 yearly lease basis and on the prevailing rent for creating social or commercial infrastructure and other facilities to be used only.

_Cont...2/-

The services like clinic/dispensary/health centre/wellness centre, health services, insurance facilities, export credit facilities, Logistics services, training centre for trade employees, Product development services or any similar services assisting or supporting the authorized operations of the SEZ units or for the welfare of their employees, can be carried out in the said allotted premises.

Recommendation:

The proposal for allotment of space is thus placed before the Authority for consideration and approval.

GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, MUMBAI

AGENDA ITEM NO. 03

A) Proposal :-

Proposal for implementation of reduction of tariff charges for electricity in SEEPZ SEZ

B) Specific Issue on which decision of Authority is required :-

Approval for implementation of reduction of tariff charges for electricity in SEEPZ SEZ

C) Relevant provision of SEZ Act, 2005 & Rules :-

Section 34 of SEZ Act, 2005 and Rule 7 (1) of SEZ Authority Rules 2009

D) Other Information :-

1. SEEPZ has two existing distribution licensees M/s. Adani Electricity Mumbai Limited - AEML (Earlier Reliance Infrastructure Limited) and M/s. Tata Power Company Limited – TPC supply electricity to the Units (consumers) within SEEPZ through their own networks.
2. AEML is supplying electricity to 90% consumers and TPC is supplying to 10% consumers in SEEPZ area.
3. The cost of power presently being supplied by AEML and TPC is approximately in the range of Rs 9-10 per unit for various categories of consumers within the SEEPZ Area. It is seen that tariff in some of the other SEZs in the country are much lower and vary from Rs 5 to Rs 7 per unit.
4. In order to reduce manufacturing costs and to enable manufacturers in SEEPZ to sustain in the face of competition, it is important that apart from other fiscal benefits, units in SEEPZ SEZ should have a separate Tariff so that cost of export production is lowered with consequential increase in their competitiveness.
5. As per provisions under SEZ Act, 2005 and various provisions of Electricity Act, 2003 (EA03), all SEZs in India are Deemed Distribution Licensee for supply of electricity within SEZ area.

6. It is to state that the proposal of SEEPZ Exporters Energy Saving Association (SEESA) for in-principal approval for becoming co-developer in the SEZ for sourcing and distribution of electricity at economical rate in SEEPZ SEZ was placed in the Board of Approval meeting held on 13.07.2010. Accordingly, Board of Approval, in its meeting, had in-principal approved the proposal which was conveyed by MOC&I vide letter no. D.6/16/2010-SEZ dt.07.10.2010. However, on 27.09.2011, SEEPZ Authority had conveyed to MOC&I that SEESA, vide their communication dt. 18.08.2011, had intimated that their Directors had taken a conscious decision not to pursue the electricity distribution work and hence they are not interested in getting the In-Principal approval granted by the BOA to them converted into a Formal Approval.
7. SEEPZ had earlier approached MERC for operationalizing its own license. MERC in its order dt. 24.01.2018 directed SEEPZ to approach again with its network roll out plan and other orders of MERC in respect of its dispensation when there already exists a reliable network.
8. SEEPZ approached AEML and TPC for providing their network for distribution. Both TPC and AEML agreed to allow the use of their network subject to payment of Wheeling Charges and Cross Subsidy Surcharge.

The aforesaid information was conveyed to Ministry to intervene in the said matter and convey GoM to urge the concerned department for reduction in the power tariff rates. Ministry in their communication dt. 21.07.2020 had sought clarification as to how the proposed distribution licence will help in reduction in the power tariff. Accordingly SEEPZ SEZ Authority in its communication dt. 29.07.2020 had conveyed to Ministry that as per the provision of SEZ Act 2005 and provisions of Electricity Act, 2003 all SEZs are deemed distribution licensee for supply of electricity within their SEZ area and in the event of SEEPZ operationalizing their status of deemed distribution licensee and operates as separate licensee, a separate tariff would be determinate which would help majority of consumers and eliminate cross subsidy and the tariff can be reduced from the present rate resulting in lower power cost to consumers.

Subsequently, an expression of interest was prepared and sent to Ministry seeking their concurrence before advertisement vide letter dt. 31.08.2020. Accordingly Ministry vide letter dt. 08.09.2020 had conveyed to examine the matter and finalise by the Zone itself observing the provisions of SEZ Act/Rules and GFRs. Ministry had informed that Power Secretary has already been requested for intervention in the said matter to arrive at a appropriate mechanism.

E) Recommendation of Estate Manager :

The proposal for implementation of reduction of tariff charges for electricity in SEEPZ SEZ and the LOI is placed before the Authority for consideration.

No. K-43013(13)/5/2020-SEZ
Government of India
Ministry of Commerce & Industry
Department of Commerce
(SEZ Section)

Udyog Bhawan, New Delhi
the 8th September, 2020

To,
The Development Commissioner
SEEPZ SEZ,
Mumbai.

Subject: Reduction of tariff charges for electricity in SEEPZ SEZ - reg.

Sir,

I am directed to refer to SEEPZ SEZ's letter no. SEEPZ-SEZ/SEESA/2011-12/09857 dated 31.03.2020 on the subject cited above and to convey that the SEEPZ SEZ Authority is in the best position to explore the options. Accordingly, the matter may be examined and finalised by the Zone itself while observing various provisions of SEZ Act/Rules and GFRs.

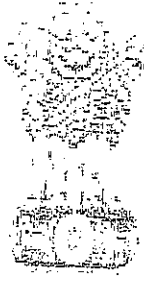
2. However, it is informed that the Power Secretary, Government of Maharashtra has already been requested for intervention in this regard to arrive at an appropriate mechanism.

3. This issues with the approval of the Competent Authority.

Yours faithfully,



(Darshan Kumar Solanki)
Under Secretary to the Govt. of India
Tel: 2306 2496
Email: dk.solanki@nic.in



भारतसरकार/
Government of India,
वाणिज्य एवं उद्योग मंत्रालय/
Ministry of Commerce & Industry
सीपज़ - विशेष आर्थिक क्षेत्र प्राधिकरण/
SEEPZ-Special Economic Zone Authority

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www.seepz.gov.in



No. SEEPZ-SEZ/EST/SEESA/2011-12/ 09850

Date- 31.08.2020

To

Dy. Secretary (SEZ Admn.),
Department of Commerce,
Ministry of Commerce & Industry,
Udyog Bhavan, New Delhi - 110 001.

Sub: Reduction of tariff charges for electricity in SEEPZ SEZ -reg.

Sir,

I am directed to refer to the subject mentioned above and to say that consultations on the issue of reduction of electricity Tariff in SEEPZ SEZ had been undertaken on Video conferencing with the stakeholders and the view which emerged is that, this Zone should explore the possibility of operationalizing its deemed distribution licence.

It is to further submit that, one way of operationalizing the status of Deemed distribution licence is to bring in a Co-Developer for this purpose who would make the requisite expenditure on infrastructure including distribution network. A proposal has been prepared inviting expressions of interest in this regard

Since the issue of power reduction has been taken by trade at several occasions at Ministry level and also with Hon'ble CIM, it is felt prudent to keep the Ministry updated in the matter and to seek the concurrence of the Ministry for the advertisement material for LOI (attached).

If any proposal, in response to the said advertisement, is found to have merits, the department would be informed further in the matter.

Yours faithfully,

(C.P.S. Chauhan)

Jt. Development Commissioner/Secretary,
SEEPZ-SEZ Authority

Encls

As above.



भारत सरकार / Government of India,
वाणिज्य एवं उद्योग मंत्रालय / Ministry of Commerce & Industry,
सीपज़ - विशेष आर्थिक क्षेत्र प्राधिकरण / SEEPZ-SEZ Authority,
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No. SEEPZ-SEZ/EST/SEESA/2011-12/

Dated

NOTICE FOR LOI

Sub: LOI for developing a methodology for reducing current Electricity Tariff of consumers within SEEPZ area by taking adequate steps to operationalize the Deemed Distribution Licensee as per provision of Electricity Act 2003 or by any other method.

- 1. INTRODUCTION:** SEEPZ, a Special Economic Zone is located in Andheri East, Mumbai, India. SEEPZ was created in 1973 mainly houses Electronic Hardware Manufacturing Companies, Software Companies and Jewellery Manufacturing Units, apart from trading units. The location MAP of SEEPZ is annexed and marked as Annexure 'III'.
- Power in the SEEPZ area is presently being supplied by M/s Adani Electricity Mumbai Limited and M/s Tata Power Company Limited by virtue of being Distribution Licensee in the area.
- The power supplied within SEEPZ is approximately 120 MUs (Minimum) per year, with maximum demand of almost 35-40 MW. The load profile is typically day load with demand being higher from 08 hrs to 22 Hrs and drops to around 20 MW during night hours. The consumers within SEEPZ area are of Commercial and Industrial category. The consumption/demand may rise to 50MW as the SEZ is declared as a multi sector w.e.f 17-12-19.
- SEEPZ AUTHORITY is inviting the proposal from the interested applicants to be as an electricity supplier within SEEPZ premises with an objective to reduce the existing electricity tariff of consumers within the SEEPZ area by taking adequate steps to operationalise the Deemed Distribution Licensee or otherwise as per provision of Electricity Act, 2003, or by any other method permissible as per applicable rules and regulations.
- Existing Distribution Licensee supplying Electricity in SEEPZ area directly or through its Special Purpose Vehicle (SPV) can also participate and submit their proposal in response to this LOI.

6. The interested applicants should submit their proposals taking into consideration various provision of Electricity Act. 2003, Rules and Regulations made thereunder and various orders of the Maharashtra Electricity Regulatory Commission(MERC).
7. The selected applicant shall be responsible for obtaining and maintaining all necessary Consents, Clearances and Permits as required to operate as a distribution licensee within SEEPZ SEZ. They may also act as co-developer as per SEZ Act/Rule on complying with all conditions.
8. No applicant shall submit more than one proposal in response to this LOI. It is further clarified that any of the Parent/ Affiliate of the applicant shall not separately participate directly or indirectly in this LOI. Further, if any applicant is having a Conflict of Interest with other applicants participating in the LOI, the proposal of all such applicants shall be rejected.
9. Each applicant must be able to demonstrate as to how it would use its experience and expertise in relation to its existing electricity distribution, managing and operating the distribution business and to bring the tariff rate down from the existing rate.
10. VALIDITY OF LOI: The offer shall remain valid for a period of 3 months or till the time of signing the LOI or whichever is later after approval of Commission. Applicant shall have no right to withdraw the offer or alter any terms and conditions during the validity period. In case the applicant withdraws or alters any terms and condition during the period of validity, EMD submitted by the applicant may be forfeited.

FORCE MAJEURE:

11. A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances (not otherwise constituting an Indian political Event) that adversely affects, prevents or delays any party in the performance of its obligation in accordance with the terms of this LOI, but only if and to the extent that (i) such events and circumstances are not within the reasonable control of the affected party, and (ii) such events or circumstances could not have been prevented through employment of Prudent Utility Practices.
12. Neither party shall be in breach of its obligations pursuant to this understanding to the extent that the performance of its obligation was prevented, hindered or delayed due to Force Majeure Event, and without in any way prejudicing the obligation of either Party to make payments of amounts accrued due prior to the occurrence of the event of Force Majeure, which shall be payable on the original due date.
13. Party claiming the benefits of force majeure will give notice within 7 days of occurrence of such event to other party.
14. Force Majeure events shall include but not limited to:

- a) Act of war, invasion, armed conflict, blockade, revolution, riot, insurrection or Civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- b) Act of God, including fire, lightning, cyclone, typhoon, flood, tidal wave, storm, earthquake, landslide, epidemic or similar cataclysmic event;
- c) Change in law

DISPUTE:

- 15. Any dispute or differences arising under, out of, or in connection with this LOI shall be subjected to exclusive jurisdiction of Competent court at MUMBAI only.
- 16. In case of change of law of restriction imposed by regulator (Central or State) or Government (Central or State) or Appellate Tribunal or Courts on any aspect of Purchase or purchase of power, the same shall be binding on both the parties.

ARBITRATION:

- 17. All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 and its amendments from time to time.

SEEPZ AUTHORITY'S RIGHT TO ACCEPT/REJECT THE APPLICANT

- 18. SEEPZ AUTHORITY reserves the right to reject any or all proposals or accept any proposal in full or part it, at its sole discretion without assigning any reasons whatsoever thereof. For the avoidance of doubt, it is clarified that SEEPZ AUTHORITY also reserves the right to alter the quantities of power/split the quantities of power as fully described, amongst more than one selected applicants for the same period. The decision of SEEPZ AUTHORITY shall be final and binding on the applicants in this respect and no further correspondence shall be entertained by SEEPZ AUTHORITY in this regard.
- 19. SEEPZ AUTHORITY reserves the right to modify terms and conditions of the LOI prior to the submission of the proposal by the applicants by issuing amendment(s) and such amendment(s) shall form part of LOI documents.

IMPORTANT POINTS TO NOTE:

1.1	Period of sale of LOI	_____ to _____ up to 14:00 hrs.. The LOI documents may be downloaded from www.seepz.gov.in / www.eprocure.gov.in
1.2	Cost of LOI	Free of Cost.
1.3	Conference before submission of the proposal	_____ at 11:30 hrs through Video conference. The applicant need to provide

		their mobile no & Email id to share the link
1.4	Last date of submission of duly filled in LOI documents with time (sealed condition)	_____ till 14:30 hrs.
1.5	Date & Time of opening of proposal documents	_____ at 15:30 hrs. in the Conference Hall of SEEPZ Service Centre at 2 nd floor
1.6	Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One Lakh only), refundable.

PROCEDURE FOR SUBMISSION OF LOI

1. The LOI should be submitted in two bid system i.e. Technical proposal and Commercial proposal.
 - (i) Technical bid should contain the documents required for technical eligibility & Terms & Conditions as per Annexure - I.
 - (ii) Commercial proposal should contain details of Evaluation criteria, as specified in Annexure - II.

Both the above sealed envelopes (Technical proposal + Commercial proposal) should be submitted together in a separate envelope mentioning at the top as "LOI to develop a methodology for reducing current Electricity Tariff of consumers within SEEPZ area by taking adequate steps to operationalize the Deemed Distribution Licensee as per provision of Electricity Act 2003, addressed to "The Estate Manager, SEEPZ-SEZ Authority, Office of the Development Commissioner, Andheri (East), Mumbai - 400 096."
2. The sealed larger cover mentioned as above, will be received in this office SEEPZ-SEZ up to _____ p.m. on _____ by post / courier / personally / through authorized representative under acknowledgement
3. LOI received late, unsealed and without superscription are liable to be rejected.
4. LOI documents (Technical proposal) shall be duly signed along with seal of the company / agency and complete in the printed form.
5. Every correction / deletion / addition / overwriting / shall be signed by the applicant
6. LOI with any ambiguity and condition shall not be entertained.
7. The applicants shall submit the certificate of authorization of the Authorized Signatory/ (applicable in case of the association of person / company / partnership firm).

8. In the event of the LOI being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
9. The applicant may represent themselves personally or through authorized representative, if any, at the time of opening of LOI. In case of authorized representative, authority letter shall be submitted to the Committee at the time of opening of LOI.
10. The committee formed for review of LOI may, if so desire relax / amend one or other condition/s to determine eligibility of the applicants, without assigning any reason, thereof. Any enquiry after submission of the LOI shall not be entertained.
11. The technical competence / infrastructure facilities of the Entities will be ascertained before accepting the bidder.
12. The SEEPZ-SEZ Authority reserves the right to reject any or all LOIs or part of the LOI at any time / stage, without assigning any reason/s whatsoever, and the decision of the SEEPZ-SEZ Authority shall be final and binding on all the applicants.
13. Incomplete proposal (Technical + Commercial) / or having lapse of any kind in the bid documents as per Annexure - I & II will be rejected and no representation in this regard will be entertained.
14. In case of withdrawal of the proposal, the EMD will be forfeited.

OPENING OF LOI:

1. The Envelope - 1 (Technical proposal) will be opened at ____ p.m. on _____ in the Conference Hall, Office of the Development Commissioner, SEEPZ-SEZ, Andheri (East), Mumbai in the presence of the bidders and or authorized representative(s) who may like to be present before the tender opening committee, so authorized.
2. Date and time for opening of Envelope - 2 (Commercial proposal) will be intimated to the successful bidders at the time of opening of Envelope - 1.

ESTATE MANAGER
SEEPZ-SEZ, AUTHORITY,

LOI for developing a methodology for reducing current Electricity Tariff of consumers within Seepz area by taking adequate steps to operationalize the Deemed Distribution Licensee as per provision of Electricity Act 2003 or by any other method

SCOPE OF WORK

The successful applicant has to operate as the Distribution Licensee within the SEEPZ-SEZ area and perform all the functions of Distribution Licensee as per provisions of Electricity Act 2003 and MERC (General Conditions of Distribution Licensee) Regulations, 2006

PRE-QUALIFICATION CRITERIA

The following eligibility criteria shall be complied with by the prospective applicants.

Sr. No	Description	APPLICANT to confirm
1.	The applicant should be a corporate entity duly incorporated under the relevant laws of India	
2.	Only those applicants who are having valid Power Distribution License issued by MERC, Owner and Operator of existing Power Plant, Distribution Companies or its SPV and also A-class or higher-grade electrical license from Electrical Licensing Board/Chief Electrical Inspector/CPWD for electrical work shall be eligible to submit LOI. Documentary evidence in support of the same shall be enclosed with the offer.	
3.	Applicants must have minimum 5 years' experience of carrying out similar type of Power Distribution either on its own or through an Affiliate or Parent.	

4. **FINANCIAL QUALIFICATION:**

The Net-worth of the applicant should be equal to at least Rs. 200 Crore in the financial year preceding the LOI deadline, computed based on unconsolidated audited annual accounts. Net-worth shall be computed in the following manner by the applicant-

Net-worth= Equity share capital

Add: Reserves

Subtract: Revaluation Reserves

Subtract: Intangible Assets

Subtract: Miscellaneous Expenditures to the extent not written off and carryforward losses

Notwithstanding anything stated above, the "SEEPZ" reserves the right to verify the authenticity of the documents submitted for meeting the Financial Qualification Requirements and request for any additional information / documents. The "SEEPZ" reserves the right at its sole discretion to contact the Applicants bank, lenders, financing institutions and any other persons as necessary to verify the applicant's information/documents for the purpose of qualification.

ANNEXURE – II

Commercial Proposal(Envelope -2)

Applicant should furnish following information for evaluation by SEEPZ AUTHORITY

- a. Each applicant to demonstrate as to how it would use its experience and expertise in relation to its existing electricity distribution business in managing and operating the distribution business.
- b. Methodology and steps to operationalise the Deemed Distribution Licence of SEEPZ - for e.g. as a Co-Developer or any other option along with tentative timelines for each milestone
- c. Applicant to specify the compliance of order dated 24 January 2018 in Case No 106 of 2016 of Maharashtra Electricity Regulatory Commission by the applicant in respect of network roll-out plan

- d. Applicant to specify the compliance of MERC Order dated 12.06.2017 in Case No 182 of 2014.
- e. Capital Expenditure likely to be incurred by the applicant for Network roll-out within SEEPZ SEZ
- f. Estimated Average Cost of Supply considering details given below:

Particulars	Amount Rs. Cr
Power Purchase Expenses	
Operation & Maintenance Expenses	
Intra-State Transmission Charges	
Other Charges	
Return on Equity Capital	
Aggregate Revenue Requirement - ARR (A)	
Sales - MUs.(B)	120
Average Cost of Supply (A/B)	

Note: SEEPZ is aware that ARR and tariff is approved by the Hon'ble MERC. However, applicant submit the aforesaid details based on its own assessment.

ANNEXURE - I

DOCUMENTS TO BE SUBMITTED AS TECHNICAL PROPOSAL (Envelope -I)

1. Earnest Money Deposit (EMD) of Rs. One lakh (Rupees 1,00,000) in the form of Demand Draft / Pay Order drawn from any Nationalized / Scheduled Bank in favor of "SEEPZ Special Economic Zone Authority Fund" payable at Mumbai.
2. Copy of registration with the local municipal authorities.
3. Copy of PAN & GST registration certificate.
4. Copies of Income Tax Return for last two preceding years. If SPV is participating, then copies of Income Tax return of Parent company.
5. Applicant should be situated in Mumbai.
6. Acceptance of terms and conditions certificate.
7. Copy of Distribution Licence from State Commission. In case applicant is an SPV of existing Distribution Licensee, then parent company should submit the copy of Distribution Licence.
8. Copy of Electrical License from CPWD/Chief Electrical Inspector, Maharashtra Govt.
9. Applicant shall submit the details of its compliance of 'The Distribution of Electricity Licence (Additional Requirements of Capital Adequacy, Credit worthiness and Code of Conduct) Rules, 2005' along with supporting documents. In case applicant is an SPV, then parent company should fulfil the criteria
10. Affidavit, duly notarized, on Rs. 100/- stamp paper to the effect that "the applicant has not been blacklisted nor have been issued any adverse notice by any of the Government / Semi Government / Public Sector undertaking".
11. An undertaking on the letterhead of the applicant, to the effect that the applicant shall not assign, transfer, pledge or sub-contract the services or part of services and shall further undertake to comply with the terms and conditions of this document.

**All above documents mentioned at Sr. No. 2 to 11 shall be signed with applicant's stamp. Without attesting the documents, the proposal will be rejected.*

GENERAL TERMS AND CONDITIONS

1. The successful applicant shall maintain a register to record daily complains received and attended.
2. The successful applicant shall get conducted the police verification of their authorized employees before entry into the SEEPZ SEZ premises and the same should be made available to the office as and when required and demanded by the Estate Manager, SEEPZ SEZ Authority.
3. The successful applicant shall get conducted out their work as per the scope of work failing which the same will be treated as breach of contract and in that case the SEEPZ-SEZ Authority will have the right to cancel / terminate the contract without assigning any reason and FMD amount will be forfeited. No representation will be entertained in this regard.
4. The successful applicant shall ensure to keep the surrounding neat and tidy in accordance with the guidelines provided by SEEPZ-SEZ Authority to meet the requirement of "Swachh Bharat Abhiyan" campaign. Necessary measures shall be taken to avoid foul smell in the surroundings.
5. The SEEPZ-SEZ Authority shall not be responsible for payment of wages and / or any other emoluments to the workers / employees of the successful applicant, so deployed. The successful applicant shall at all time keep the authority indemnified against any claim from its workers / employees in this regard. The successful applicant be solely responsible for making statutory compliances with Govt. in respect of deployed manpower by them in work.
6. Any loss / damage sustained to the SEEPZ-SEZ Authority due to any act or omission on the part of the successful applicant or his workers / employees, will have to be made good to the SEEPZ-SEZ Authority by the successful applicant.
7. The successful applicant and his workers / employees shall comply with all the statutory rules and regulations including the Labour Laws and the guidelines issued by the SEEPZ-SEZ Authority from time to time and further ensure that they will have the valid gate passes and to maintain the discipline during the working hours.
8. The successful applicant shall enter into contract and the authorized signatory shall execute and sign the contract agreement.
9. If the services of the successful applicant are not found to be satisfactory, the SEEPZ-SEZ Authority reserves the right to terminate the contract at any time during the currency of the contract period without assigning any reason.
10. On termination or cancellation of contract, the successful applicant shall not be entitled for any sum or sums, whatsoever, from the SEEPZ-SEZ Authority by way of compensation, damages or otherwise.

11. SEEPZ-SEZ authority reserve the right to cancel the whole LOI or part thereof without assigning any reason whatsoever.

Applicants are advised in their own interest to visit SEEPZ-SEZ PREMISES so as to understand the existing installation of 33/11/0.415 KV S/s and associated Power Distribution Network, prior to participating in the LOI.

ANNEXURE - III

Map of SEEPZ SEZ Area



भारतसरकार/
Government of India,
वाणिज्य एवं उद्योग मंत्रालय/
Ministry of Commerce & Industry
सीज़ - विशेष आर्थिक क्षेत्र प्राधिकरण/
SEEPZ-Special Economic Zone Authority

अंधेरी (पूर्व), मुंबई-400 096/ Andheri (East), Mumbai - 400 096

टेलि. / Tel. : 022-28294774 फैक्स / Fax : 28291385

ई-मेल/ E-mail: dcseepz-mah@nic.in, वेबसाइट/ Website:

www.seepz.gov.in



No. SEEPZ-SEZ/EST/SEESA/2011-12/ ०६२७५

Date- 29.07.2020

To
Dy Secretary (SEZ Admn.),
Department of Commerce,
Ministry of Commerce & Industry,
Udyog Bhavan, New Delhi - 110 001.

Sub: Reduction of tariff charges for electricity in SEEPZ SEZ -reg.

Sir,

This is with reference to your letter no. K-43013(13)/6/2020-SEZ(3147347) dt. 21.07.2020 on the above mentioned subject and requesting SEEPZ SEZ Authority to clarify as to how the proposed distribution licence will lead to lower power tariff.

In this regard, the matter was examined and on further discussion with the Trade and M/s. Adani & M/s. Tata Power I draw the following inferences :-

1. The units within the SEEPZ area are being supplied by Adani Electricity Mumbai Limited (AEML) and Tata Power Company Limited (TPC). These licensees also supply to other areas of Mumbai including Mumbai.
2. The tariff determination for AEML and TPC is done by Hon'ble Maharashtra Electricity Regulatory Commission (Hon'ble MERC) for the entire area of AEML and TPC as per provisions of Electricity Act, 2003, Rules and Regulations made thereunder.
3. The factors considered for fixation of tariff include consumer mix (residential, commercial and industrial), distribution loss, O&M expense, power purchase Cost etc and Cross Subsidy built in tariff of commercial and industrial consumers.
4. As tariff for SEEPZ consumers is also fixed along with other consumers of AEML and TPC, SEEPZ consumers have to pay for cross subsidy, higher distribution losses (for the entire area) and also contribute towards higher O&M expense.

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5. As per provisions under SEZ Act, 2005 and various provisions of Electricity Act, 2003 (EA03), all SEZs in India are Deemed Distribution Licensee for supply of electricity within SEZ area
6. In the event of SEEPZ operationalising their status of Deemed Distribution Licensee and operates as a separate licensee with the approval of Hon'ble MERC, the tariff will be separately determined by the Hon'ble MERC.
7. The separate determination of tariff will lead to lower tariff in view of the following major factors:
 - a. Lower Distribution Loss as majority of consumers are high end consumers and spread of network is also less
 - b. In view of smaller area and reliable network, O&M expense will also be lower
 - c. All the consumers within the SEEPZ area are Commercial and Industrial Consumers, no element of cross subsidy will be built in tariff.
8. In view of aforesaid cost optimization and elimination of cross subsidy, the estimated tariff for SEEPZ consumers will be around Rs 7 per unit as compared to present rate of Rs 9 to Rs 10 per unit resulting in lower power cost to consumers
9. Further, SEEPZ consumers are today subjected to Electricity Duty (9.3% - Industrial to 21% - Commercial) and Tax on Sale of Electricity (34 paise/unit) payable to Government of Maharashtra. The said amount of duty and tax on sale also constitutes major cost to units within SEEPZ.

In view of the above, in initiating steps in reducing the cost of power by operationalising the separate distribution license for SEEPZ, SEEPZ Authority also request your goodscif to take up the issue with Govt. of Maharashtra for waiver or lowering of duties/taxes which will provide relief to the units in lowering the tariff.

Yours faithfully,

(C.P.S. Chauhan)

Jt. Development Commissioner/Secretary,
SEEPZ-SEZ Authority

No. K-43013(13)/6/2020-SEZ (3147347)
Government of India
Ministry of Commerce & Industry
Department of Commerce
(SEZ Section)

Udyog Bhawan, New Delhi
the 21st July, 2020

To,
Development Commissioner
SEEPZ SEZ,
Andheri (East), Mumbai.

Sub: Reduction of tariff charges for electricity in SEEPZ SEZ – reg.

Sir,

I am directed to refer your letter no. SEEPZ-SEZ/EST/SEESA/2011-12 dated 14.07.2020 on the subject cited above and to request you to kindly clarify as to how the new proposed distribution licensee for SEEPZ will lead to lower power tariffs. The response may kindly be expedited so that the matter may suitably be taken up with the State Government.

2. This issues with the approval of the Competent Authority.

Yours faithfully,



(Darshan Kumar Solanki)
Under Secretary to the Government of India
Tel: 2306 2496
Email: dk.solanki@nic.in



भारतसरकार/
Government of India,
वाणिज्य एवं उद्योग मंत्रालय/
Ministry of Commerce & Industry

सीपज़ - विशेष आर्थिक क्षेत्र प्राधिकरण/
SEEPZ-Special Economic Zone Authority

अंधेरी (पूर्वी), मुंबई-400 096/ Andheri (East), Mumbai - 400 096

टेलि. / Tel. : 022-28294774 फैक्स / Fax : 28291385

ई-मेल/ E-mail: dcseepz-mah@nic.in, वेबसाइट/ Website:

www.seepz.gov.in



No. SEEPZ-SEZ/EST/SEESA/2011-12/

Date- 14.07.2020

Dy. Secretary (SEZ Admn.),
Department of Commerce,
Ministry of Commerce & Industry,
Udyog Bhavan, New Delhi - 110 001.

Sub: Reduction of tariff charges for electricity in SEEPZ SEZ -reg.

Sir,

Kindly refer to your telephonic message on the above subject, advising this office to forward suitable inputs for the purpose of making a reference to Govt. of Maharashtra in the matter. In this regard, it is brought to kind notice that subsequent to the Video Conference held by Hon'ble CIM with representatives of GJEPC, in which industry representatives of SEEPZ had requested for intervention of DoC in the said matter, certain developments have taken place as detailed below:

1. In the said area of SEEPZ, historically two existing distribution licensees M/s. Adani Electricity Mumbai Limited - AEML (Earlier Reliance Infrastructure Limited) and M/s. Tata Power Company Limited - TPC supply electricity to the Units (consumers) within SEEPZ through their own networks.
2. Currently, AEML is supplying electricity to 90% consumers and TPC is supplying to 10% consumers in SEEPZ area. The tariffs applicable to consumers are approved by Maharashtra Electricity Regulatory Commission (MERC) and is the same as applicable to other consumers outside SEEPZ area.

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3. The cost of power presently being supplied by AEML and TPC is approximately in the range of Rs 9-10 per unit for various categories of consumers within the SEEPZ Area. It is seen that tariff in some of the other SEZs in the country are much lower and vary from Rs 5 to Rs 7 per unit.
4. In order to reduce manufacturing costs and to enable manufacturers in SEEPZ to sustain in the face of competition, it is important that apart from other fiscal benefits, units in SEEPZ SEZ should have a separate Tariff so that cost of export production is lowered with consequential increase in their competitiveness.
5. As per provisions under SEZ Act, 2005 and various provisions of Electricity Act, 2003 (EA03), all SEZs in India are Deemed Distribution Licensee for supply of electricity within SEZ area.
6. It is to state that the proposal of SEEPZ Exporters Energy Saving Association (SEESA) for in-principal approval for becoming co-developer in the SEZ for sourcing and distribution of electricity at economical rate in SEEPZ SEZ was placed in the Board of Approval held on 13.07.2010. Accordingly, Board of Approval, in its meeting, had in-principal approved the proposal which was conveyed by MOC&I vide letter no. D.6/16/2010-SEZ dt. 07.10.2010. However, on 27.09.2011, SEPEZ Authority had conveyed to MOC&I that SEESA, vide their communication dt. 18.08.2011, had intimated that their Directors had taken a conscious decision not to pursue the electricity distribution work and hence they are not interested in getting the In-Principal approval granted by the BOA to them converted into a Formal Approval.
7. SEEPZ had earlier approached MERC for operationalizing its own license. MERC in its order dt. 24.01.2018 directed SEEPZ to approach again with its network roll out plan and other orders of MERC in respect of its dispensation when there already exists a reliable network.
8. SEEPZ approached AEML and TPC for providing their network for distribution. Both TPC and AEML agreed to allow the use of their network subject to payment of Wheeling Charges and Cross Subsidy Surcharge. It is to be noted that payment of Cross Subsidy Surcharge is not expected to benefit the consumers of SEEPZ. Hence, use of existing network for distribution of electricity by paying the above said charges to AEML and TPC would not solve the problem of high tariff.
9. AEML has suggested an option of operationalising the separate distribution license for SEEPZ by appointing a separate company as Co-Developer and transferring all the assets (distribution network within SEEPZ area) in the said company subject to approval of MERC as per Section 17 (3) of EA03. During a recent Video Conference held with the Chief Operating Officer of M/s. Adani Electricity on 01.07.2020, i.e. after the VC of Hon'ble CIM, the proposal for Co-Developer was advanced by AEML wherein the rate could be reduced to Rs. 7/- per unit approx. The industry representatives of SEEPZ had studied the proposal and had held separate discussions with AEML, and supported the said proposal. However, AEML could not give a view on the expected tariff as the final tariff would be fixed by MERC after consideration of various factors. AEML was requested to give a detailed proposal and copies of earlier orders of MERC in similar circumstances, so that a considered view can be taken by this office on

9. the issue of whether or not to move the proposal for according co-developer status to any entity. AEPL has assured to revert with further details.

It is felt that in view of the above, a reference by DoC to Govt. of Maharashtra may please be made urging that the concerned department may take steps to facilitate the working out of some arrangement, either with the existing distribution licensees or in some other manner, which may result in a lowering of the tariff burden presently cast on these units.

This issues with the approval of Development Commissioner, SEEPZ, SEZ.

Yours faithfully,

sd/-

(C.P.S. Chauhan)

Jt. Development Commissioner/Secretary,
SEEPZ-SEZ Authority

SEEPZ EXPORTERS ENERGY SAVING ASSOCIATION

Regd. Office: C/o SEEPZ Gems & Jewellery Manufacturers' Association
Business Facilitation Centre, 3rd Floor, Office No.2, Behind SEEPZ Service Center,
SEEPZ Special Economic Zone, Andheri (East), Mumbai - 400096
Tel: 022-28290541 / 28292109 Fax: 022-28291015
E-mail: sgjma@vsnl.net

August 18, 2011

Shri P. S. Raman
Dy. Development Commissioner,
SEEPZ Special Economic Zone,
Andheri (East),
Mumbai - 400 096

Sub: In-principle approval for becoming Co-Developer in the SEZ for sourcing and distribution of electricity in SEEPZ SEZ at economical rate

Dear Sir,

This has reference to your letter No. SEEPZ SEZ/EMS/ENP/187/2009-10/12980 dated 11.08.2011 on the above subject.

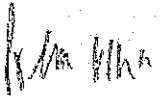
According to Tata Power Trading Company Ltd., whom we had retained to advise us in the matter, Maharashtra Electricity Regulatory Commission (MERC) allows only a 70/30 debt-equity ratio business model company to carry out the electricity distribution work and hence the Section 25 non-share capital limited by guarantee company jointly floated by SGJMA and SEEMA under the name "SEEPZ Exporters Energy Saving Association" did not serve the intended purpose.

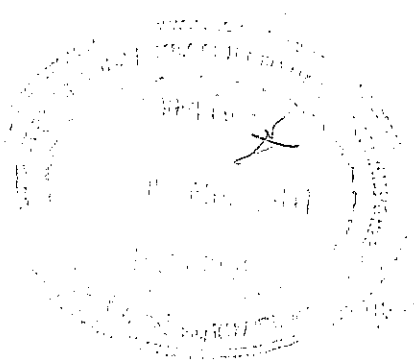
It has been the consensus of both SGJMA and SEEMA that managing a 70/30 debt-equity ratio business model company will be a difficult task for them, in view of the time consuming and highly market volatile characteristics of the industry with which they are engaged.

In view of the above, the directors of SEEPZ Exporters Energy Saving Association (SEESA) has taken a conscious decision not to pursue the electricity distribution work in SEEPZ SEZ. Hence, we will not be interested in getting the "In-Principle" Co-Developer approval granted by Board of Approvals to SEESA into "Formal Approval".

Thanking you,

Yours faithfully,
For SEEPZ Exporters Energy Saving Association


Premkumar L. Kothari
President



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19/8/11

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No. D.6/16/2010-SEZ
Government of India
Ministry of Commerce & Industry
Department of Commerce
(SEZ Section)

Udyog Bhawan, New Delhi
Dated the 7th October, 2010

To
SEEPZ Exporters Energy Saving Association,
C/o SEEPZ Gems & Jewellery
Manufactures' Association,
Business Facilitation Center,
3rd Floor, Office No. 2,
Behind SEEPZ Service Center,
SEEPZ Special Economic Zone,
Andheri (East)
Mumbai - 400096



Subject: - Proposal of SEEPZ Exporters Energy Saving Association (Proposed) for in-principle approval for becoming co-developer in the SEZ for sourcing and distribution of electricity in SEEPZ-SEZ at economical rate – Regarding.

Reference: - Your application dated 5th July, 2010

Sir,

With reference to your above mentioned application, Government of India is pleased to approve your proposal as Co-Developer for providing infrastructure facilities in the SEEPZ Special Economic Zone, Mumbai, Maharashtra, as per the details given below:

- (a) Name of the Co-Developer: - SEEPZ Exporters Energy saving Association
 - (b) Details of facilities proposed to be provided: For sourcing power from various generating centers at economical rates and distributing the same to units and establishments in the above mentioned SEZ.
2. Your Agreement dated 24th June, 2010 entered into with the Developer of the aforesaid Special Economic Zone for providing infrastructure facilities or to undertake any authorized operations shall form part of this approval.
3. General Conditions:-
- (i). The Co-developer shall provide infrastructure facilities, mentioned above, in the multi product specific special economic zone, in terms of the Special Economic Zones Act, 2005 and the rules and the orders made thereunder.

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- (ii) The Co-developer shall execute Bond-cum-Legal undertaking as required under the Special Economic Zone Rules, 2006 for the authorised operations.
- (iii) The Co-developer shall obtain the required approval from various statutory authorities under relevant statutes and regulations of the Government of India and the State Government and local bodies.
- (iv) The project shall be implemented and operated in terms of the Special Economic Zones Act, 2005 and the rules and orders made thereunder.
- (v) The Co-developer shall conform to environmental requirements.
- (vi) The Co-developer shall abide by the local laws, rules, regulations or bye-laws in regard to area planning, sewerage disposal, pollution control, labour laws and the like as may be locally applicable.
- (vii) The Co-developer shall raise the required funds for the facilities being created. External commercial borrowing, if any, will be as per the guidelines of the Ministry of Finance, Department of Economic Affairs, Government of India, New Delhi.
- (viii) The validity of this approval shall be co-terminus with the validity of the Letter of Approval of the developer. The progress of implementation will be submitted to Government of India every six months.
- (ix) This approval is liable to be suspended in case of violation of any of the terms and conditions stipulated herein.
- (x) The operation and maintenance of the facilities will be made as per the standards specified in the proposal and to the satisfaction of the users.
- (xi) The Co-developer shall maintain adequate manpower to provide the facilities.
- (xii) The user charges will be finalized in consultation with the Development Commissioner and the users. This shall be subject to revision as per the agreed terms.
- (xiii) The Co-developer shall obtain the approval of Board for specific activities proposed to be undertaken for development, operation and maintenance of Special Economic Zone. Based on the activities approved by the Board, the Co-developer shall be entitled for duty free import or domestic procurement of goods for the approved activities after the Special Economic Zone has been notified.
- (xiv) The authorized operations shall be carried out in terms of the parameters laid down in the Special Economic Zones Act, 2005 and the rules and orders made there-under and in accordance with the proposal approved herein.
- (xv) No duty free goods shall be available for personal use of, or consumption by officials, workers, staff or owners of the Unit or Developer.
- (xvi) Normally, no extension of validity period of three years for implementation will be considered. Any request, however, may be considered by the Board, on merits. Such request shall be submitted to the Government six months before expiry of the approval period.
- (xvii) Approval given by BoA for Co-Developer for particular terms and conditions of lease agreement will not have any bearing on the treatment of the income by way of lease rentals/down payment/premium etc., for purposes of assessment under the prevalent Income Tax Act and Rules. The Assessing Officer will have the right to examine the taxability of these amounts under the Income Tax Act.

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9/5/17

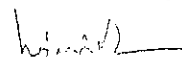
(xviii) For authorized activities to be undertaken by the co-developer, the co-developer may approach the Board of Approval, which will be approved separately by the Board.

4. This approval shall be also subject to other terms and conditions as approved by the Board of Approval.

5. The Co-developer may convey acceptance of all the terms and conditions indicated above within thirty days from the date of issue of this letter. All future correspondence may be addressed to the Director (SEZ), Department of Commerce, Udyog Bhavan, New Delhi.

6. The Co-developer shall furnish to the concerned jurisdictional Development Commissioner of the SEZ, returns on import, procurement and utilization of goods, as provided for under the Special Economic Zone Rules, 2006.

Yours faithfully,



(T. Srinidhi)

Joint Secretary to the Government of India

Tel: 2306 3265

E-mail: t.srinidhi@nic.in

To

1. Central Board of Excise and Customs, Member (Customs), Department of Revenue, North Block, New Delhi. (Fax: 23092628).
2. Central Board of Direct Taxes (Shri Dinesh Verma, CIT (ITA), Department of Revenue, North Block, New Delhi. (23095479)
3. Ministry of Finance (Smt. Ravneet Kaur, Joint Secretary), Banking Division, Department of Economic Affairs. (Fax: 23367702/23360250)
4. Department of Industrial Policy and Promotion (Smt. Anjali Prasad, Joint Secretary).
5. Ministry of Science and Technology (Dr. Laxman Prasad, Adviser & Head (TDT & NSTMIS), Technology Bhavan, Mehrauli Road, New Delhi. (Telefax: 26510686)
6. Additional Secretary and Development Commissioner (Micro, Small and Medium Enterprises Scale Industry) (Shri Madhav Lal), Room No. 701, Nirman Bhavan, New Delhi. (Fax: 23062315)
7. Department of Information Technology (Shri Rentala Chandraseljar, Secretary), Electronics Niketan, 6, CGO Complex, New Delhi. (Fax: 24363101)
8. Ministry of Home Affairs (Shri Dharmender Sharma, Joint Secretary), North Block, New Delhi. (Fax: 23093153)
9. Ministry of Defence (Shri A.K. Gupta, Joint Secretary (Coordination). (Fax: 23792043), South Block, New Delhi.
10. Ministry of Environment and Forests (Ms. Nalini Bhat, Adviser), Pariyavaran Bhavan, CGO Complex, New Delhi - 3. (Telefax: 24364592)

11. Legislative Department (Shri S.R. Dalheta, Joint Secretary and Legislative Counsel, Room No. 430, A-Wing, Shastri Bhavan, New Delhi). (Fax: 23384832)
12. Department of Legal Affairs (Shri P.K. Malhotra Additional Secretary, Room No. 408, A-Wing, 4th Floor, Shastri Bhavan, New Delhi) (Tel: 2338 2913).
13. Ministry of Overseas Indian Affairs (Shri G. Gurucharan, Joint Secretary (FS), Akbar Bhawan, Chanakyapuri, New Delhi. (Fax: 24674140)
14. Department of Urban Affairs, Town Country Planning Organisation, (Shri J.B. Kshirsagar, Chief Planner), Vikas Bhavan (E-Block), I.P. Estate, New Delhi. (Fax: 23073678/23379197)
15. Director General of Foreign Trade, Department of Commerce, Udyog Bhavan, New Delhi.
16. Director General, Export Promotion Council for EOUs/SEZ Units, 705, Bhikaji Cama Bhavan, Bhikaji Cama Place, New Delhi - 110 066. (26165538).
17. Dr. Rupa Chanda, Professor, Indian Institute of Management, Bangalore, Bennerghata Road, Bangalore, Karnataka
18. Government of Maharashtra (Smt. Malini V. Shankar, Development Commissioner (Industries)), Government of Maharashtra, Mumbai - 400 032
19. Development Commissioner, SEEPZ Special Economic Zone, Maharashtra

Copy to PPS to CS/PPS to AS (DKM)/PS to JS (AM)

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17

Minutes of the 41st meeting of the SEZ Board of Approval held on
13th July 2010 to consider proposals for setting up of Special
Economic Zones

The forty first (41st) meeting of the SEZ Board of Approval was held on 13.07.2010 under the chairmanship of Shri Rahul Khullar, Secretary, Department of Commerce in Room No. 47, Udyog Bhawan, New Delhi to consider proposals for setting up of Special Economic Zones and other miscellaneous requests in respect of notified/approved SEZs. A list of participants is enclosed (Annexure -1).

2. Addressing the Board of Approval members, the Chairman informed that so far 575 formal approvals have been granted for setting up of SEZs out of which 358 have been notified. He further informed that over Rs. 1,48,489 crore have been invested in the Special Economic Zones during this short span of time and direct employment of the order of 5,03,611 persons has been generated in the Special Economic Zones. During the financial year 2009-2010, total exports of Rs. 2,20,711 crore has been made from SEZs.

Item No. 41.1: Proposals for setting up of SEZs

(A) Decisions for Formal Approvals:

1. Request for setting up of a sector specific Special Economic Zone for IT/ITES at Taluk Kunnathunad, District Ernakulam, Kerala by M/s. Infoparks, Kerala, over an area of 12.5804 hectares (Item No. 41.1 -Sl. No. iii):

The Board noted that the Developer was in possession of the land. The State Government has also recommended the proposal. Accordingly, the Board decided to grant formal approval to the proposal of M/s. Infoparks, Kerala, for setting up of a sector specific Special Economic Zone for IT/ITES at Taluk Kunnathunad, District Ernakulam, Kerala, over an area of 12.5804 hectares.

(B) Decisions for in-principle approvals:

1. Request for setting up of a sector specific Special Economic Zone for Electronic Hardware and Software at Navi Mumbai, Maharashtra by M/s. Videocon Industries Limited, over an area of 100 hectares (Item No. 41.1 -Sl. No. i):

The Department of Revenue pointed out that it is not clear as to who is the applicant. Further the land is in possession of CIDCO and not with M/s. Videocon. DC SEEPZ stated that the developer is M/s. Videocon Industries Limited and M/s. CIDCO will transfer the land to the SPV as and when it is formed. After deliberations, the Board decided to grant in-principle approval to the proposal of M/s. Videocon Industries Limited, for setting up of a sector specific Special Economic Zone for Electronic Hardware and Software at Navi Mumbai, Maharashtra, over an area of 100 hectares

2. Request for setting up of a sector specific Special Economic Zone for Metal at Fatehpur (PO), Nandkumar (PS), Haldia East Mednipur, West Bengal by M/s. Coastal Ferrotech Limited, over an area of 111.28 hectares (Item No. 41.1 -Sl. No. ii):

The Board noted that the State Government had recommended the proposal and also that the Developer was not in possession of land. After deliberations, the Board decided to grant in-principle approval to the proposal of M/s. Coastal Ferrotech Limited, for setting up

Minutes of the 41st meeting of the BoA for SEZ held on 13th July 10

1

Minutes of the 41st meeting of the BoA for SEZ held on 13th July 10

of a sector specific Special Economic Zone for Metal at Fatehpur (PO), Nandkumar (PS), Haldia East Mednipur, West Bengal, over an area of 111.28 hectares.

Item No.41.2: Requests for co-developers

BoA sanctioned approvals to the co-developers subject to the condition that particular terms and conditions of lease agreement will not have any bearing on the treatment of the income by way of lease rentals/down payment/premium etc., for the purposes of assessment under the prevalent Income Tax Act and Rules. The Assessing Officer, will have the right to examine the taxability of these amounts under the Income Tax Act. This is applicable for all the cases for co-developers mentioned below:-

(i) Request of M/s. Phoenix Techno City Private Limited for co-developer in the sector specific SEZ for IT/ITES at Gachibowli village, Serilingampally Mandal, R.R. District, Andhra Pradesh, being developed by M/s. L&T Phoenix Infoparks Pvt. Ltd.

After deliberations, the Board decided to grant approval to the request of M/s. Phoenix Techno City Private Limited for co-developer for development of IT infrastructure together with relevant amenities and facilities in the leased out space of 427651 sq ft. in the above mentioned SEZ.

(ii) Request of M/s. Indiabulls Water Supply and Waste Management Services Limited for co-developer in the multi product SEZ at villages Musalgaon and Gulvanch, Taluka Sinnar, District Nasik, Maharashtra being developed by M/s. Indiabulls Industrial Infrastructure Limited

After deliberations, the Board decided to grant approval to the request of M/s. Indiabulls Water Supply and Waste Management Services Limited for co-developer for development of infrastructure facilities related to water supply, effluent treatment, waste management etc and related activities together with relevant amenities in the above mentioned SEZ.

Item No. 41.3: Proposal of SEEPZ Exporters Energy Saving Association (Proposed) for in-principle approval for becoming co-developer in the SEZ for sourcing and distribution of electricity in SEEPZ-SEZ at economical rate

After deliberations, the Board decided to approve, in-principle, the proposal of SEEPZ Exporters Energy Saving Association (Proposed) for becoming co-developer in the SEZ for sourcing and distribution of electricity in SEEPZ-SEZ at economical rate.

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GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, MUMBAI

AGENDA ITEM NO. 04

A) Proposal:

Proposal for extension of Annual Maintenance Contract for Mechanized/ Manual Cleaning work and Housekeeping Services for SEEPZ SEZ campus as well as SEEPZ Residential Complex (Govt. Quarters) for the year 2020-21.

B) Specific issue on which decision of Authority is required:

Approval for extension of Annual Maintenance Contract for Mechanized/ Manual Cleaning work and Housekeeping Services for SEEPZ SEZ campus as well as SEEPZ Residential Complex (Govt. Quarters) for the year 2020-21.

C) Relevant provision of SEZ Act, 2005 & Rules:

Section 34 of SEZ Act, 2005 and Rule 7 (1) of SEZ Authority Rules 2009.

D) Other information:

The Proposal for appointment of new agency for "Mechanized/ Manual Cleaning work and Housekeeping Services for SEEPZ SEZ campus as well as SEEPZ Residential Complex (Govt. Quarters) for the year 2019-20" was placed in 37th Authority Meeting held on 24/10/2019. Authority approved the proposal and accordingly tender was awarded to M/s. Orient Services for Mechanized/ Manual Cleaning work and housekeeping Services of SEEPZ SEZ campus as well as SEEPZ Residential Complex for the year 2019-20 @ Rs. 21,25,500/- per month, vide work order no SEEPZ-SEZ/EMS/GC/CC/74/2018-19/VOL-I/21331 dt. 01.11.2019.

The contract will expire on 31.10.2020. The service provider, vide communication dt. 29.07.2020, has conveyed their willingness and requested to extend contract for financial year 2020-21 on same rate and other terms & conditions, as stipulated in the tender notice dt. 18.07.2019 & work order dt. 01.11.2019.

As per the request of the service provider, the proposal of extension of the cleaning contract was placed in the 41st Authority meeting held on 07.08.2020. After deliberation, the Authority

held the view that the extension of the existing cleaning contract may be deferred and performance and adherence to conditions of the contract to be examined in detail. Various activities required to be performed at specified intervals, say weekly or monthly etc, should be monitored properly and cross verified. Similarly, where use of mechanized means is prescribed, the details of machinery used may be examined. Likewise, mechanism to monitor response to requests /complaints need to be developed, like the request option on the portal of Facilities Module.

As per the directions of the Authority and based on a pseudonymous complaint received from an individual, an inspection was carried out w.r.t. cleaning and it was observed that the machines used for the said cleaning were found as per the conditions of the tender document. The services of the agency were found satisfactory and after certificates issued by the trade committee, constituted in this behalf, payments were released to the contractor. The mechanism of complaints and redressal of the same is already functional in the zone in form of Facilities/cleaning module on SEEPZ's website. Also, the pseudonymous complaint was found baseless and without any substance. Annexure A may be seen wherein the issues raised by the said pseudo complainant have been examined.

Attention is invited to clause of "CANCELLATION/REJECTION/TERMINATION/EXTENSION OF CONTRACT" Sub Point (7) & (8) of the Tender Notice dt. 18.07.2019 and work order dt.01.11.2019, wherein it is stipulated that:

- 1. If the contractor desires an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Estate manager before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or join which the case for asking for extension occurred, which is earlier ever and the Estate Manager may, if, in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Estate Manager in this matter shall be final. Also if the zone Administration wishes to extend the mechanized/ manual cleaning work and housekeeping services contract, the same will be done at the same rate as approved under the tender clause.*
- 2. The time limit for the completion of the work shall be extended in the proportions that the increase in its cost occasioned by alteration/ additions bears to the cost of the original contract work and the certificate of the Estate Manager as to such proportions shall be conclusive.*

As their contract will expire on 31.10.2020, it is proposed that their existing contract may be extended for a further period of one year without any escalation in their service charges.

E) Recommendation of Estate Manager:

The services of the agency have been found satisfactory. The machines and manpower as required in the tender document are deployed in the Zone and are performing as per requirement. The Committee of trade members provides certification of satisfactory services of the contractor on monthly basis before release of payment. There is no extra cost on Authority in extension of the said contract.

Further, it is more advisable in the interest of the Zone and the workers employed by the contractor that there should not be any disturbance under the present unprecedented circumstances of Covid-19.

In view of the above, the proposal for extension of existing contract of "Mechanized/ Manual Cleaning work and Housekeeping Services for SEEPZ SEZ campus as well as SEEPZ Residential Complex (Govt. Quarters) for a further period of one year i.e. 2020-21 is placed before the Authority Meeting for consideration.

Parawise comments of the complaint made by Complainant :

No.	Complaint by Mr. Rohit Jadhav	Reply of SEEPZ
1	Agency awarded contract in Nov. 2019 to Oct. 20 to do mechanized and manual cleaning in SEEPZ Zone and Quarters	Work order issued to M/s. Orient Services for one year and the agency is into manual and mechanized cleaning of Zone and Quarters
2	Agency should have to clean areas as per Cleaning contract as described in Tender documents as per Part A, A-1, Par B and Part C	M/s. Orient Services are following Schedule of the Tender documents. Committee thus constituted is inspecting on monthly basis.
3	Agency failed to do mechanical cleaning of all main roads and service roads	No complaint received from Unitholders in the Zone. Hence proved that cleaning is satisfactory
4	9 months have passed and till date agency has failed to bring road sweeping machine, hence labours are cleaning manually and putting their life at high risk in pandemic situation.	In pandemic situation of initial COVID-19 period, Zone was functional partial i.e. 10% hence no much vehicles plying on the roads and cleaning was carried out smoothly
5	Where whole world is passing through tough situation and are taking all extra measures precautions to protect life of humans, M/s. Orient Services is putting life of their cleaning staff in high risk by doing it manually	As per the Govt and GoM, housekeeping services falls under essential services and for the upkeep of the Zone and regular cleaning of the Quarters, cleaning was done with safety measures
6	Few machines which are brought inside are also in poor condition which cannot do cleaning work properly or it is there as a sow piece or for eye wash	Machines were inspected in the beginning at the time of awarding contract and inspection was carried out on 07.08.2020 on receiving the complaint from the Complainant and all the machines were in good condition and running smoothly
7	Agency is not using A grade cleaning materials	Machines and materials have been inspected and the materials are of good quality
8	As per condition 22 & 25 of Tender if services are not upto mark the contract should be terminated for which photos were attached	Committee regularly provides satisfactory report based on which payments are realized and no complaint has been received from Unitholders. The photos provided by the complainant is not related to the cleaning, instead it relates to dumping of debris by the unitholders which was not cleared by them during the pandemic lockdown of COVID-19.
9	Request to take major action against service provider so that cleaning work in this pandemic situation should be completed by an experienced and quality service provider to safeguard the life of all peoples in SEEPZ	Reply to the question has already been answered in point no. 4 & 5 above. Also on inquiry w.r.t. complaint received from M/s. Firstmann Management, it is understood from the representatives who were one of the bidder at the time of tender alongwith M/s. Orient Services had conveyed that there is no Mr. Rohit Jadhav as employee employed in their organization and therefore the mail and the complaint is false and baseless and pseudonymous.



सीएफ़ विशेष आर्थिक क्षेत्र प्राधिकरण
सीएफ़ सेवा-केंद्र भवन, सीएफ़-बिआर
अंधेरी (पूर्व), मुंबई - 400 096.

SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY
SEEPZ SERVICE CENTRE BUILDING, SEEPZ SEZ,
ANDHERI (E), MUMBAI - 400 096.

No. SEEPZ-SEZ/EMS/GC/CC/74/2018-19/Vol-II/21331

Dated 01/11/2019

To,
M/s Orient Services,
22, Ground Floor, Hariom Plaza,
M.G. Road, Near S.T. Depot,
Behind Omkareshwar Temple,
Borivali (East),
Mumbai - 400066

Sub: Work order for Mechanized / Manual Cleaning work and Housekeeping Services for SEEPZ-SEZ campus as well as SEEPZ Residential Complex (Govt. Quarters) for the Year 2019-20.

Sir,

Please refer to your quotation dated 23/08/2019 for subject.

In this connection, this is to inform that your quotation of Rs. 21,25,500/- (Rupees twenty one lakh twenty five thousand five hundred) per month for subject work has been accepted by the Competent Authority on following terms & conditions:-

Sr. No.	Name of work	Value of the contract for the year 2019-20
1	Mechanized / Manual Cleaning work and Housekeeping Services for SEEPZ-SEZ campus as well as SEEPZ Residential Complex (Govt. Quarters) for the Year 2019-20.	Rs. 21,25,500/- (Rupees twenty one lakh twenty five thousand five hundred) per month.

Terms & conditions:-

*** RESOURCES USED ON SITE:-**

1. Supply of materials by the contractor:

M/s Orient Services will provide every article which may be necessary and requisite for the due and proper execution of the several works included in contract.

अध्यक्ष Chairperson 28290856

सचिव Secretary 28294770

प्रबंधक (संपदा) Manager (Estate) 28294770

Page 1 of 17

फ़ोन : Fax : 28291385 / 28291754

ई-मेल / E-mail : doseepz-mah@nic.in

वेबसाइट / Website : www.seepz.gov.in

सीएफ़ विशेष आर्थिक क्षेत्र प्राधिकरण के बढ़ते कदम - राजभाषा के संग

2. Action in case of improper materials and workmanship:

If in the opinion of the Estate Manager, any work or any part thereof is executed with improper materials or defective workmanship, M/s Orient Services shall when required by the Estate Manager, forthwith re-execute the same and substitute proper material and workmanship and in case of default by M/s Orient Services in so doing within a week from the date of the requisition, the Estate Manager, shall have full power to employ other persons to re-execute the work and cost there of shall be borne by M/s Orient Services.

3. The quotation will be inclusive of cost of materials required for the execution of the contract. The quality type and make materials used in the work shall be as per samples approved by the Estate Manager.

4. Metered water supply will be made available to M/s Orient Services and water consumed will be charged at the prevailing rate subject to change as decided by SEEPZ SEZ Authority from time to time. The charges for water connection providing meter shall be borne by M/s Orient Services shall at his own expense make all necessary provisions for water supply and sanitary arrangements for employees.

5. Mechanical devices will have to be used for all rounds / pavements and other large surfaces.

❖ ACTION TAKEN AGAINST DAMAGES OR UNSATISFACTORY WORK:

1. Action when the progress of any particular portion of the work is unsatisfactory:

If the progress of any particular portion of the work is unsatisfactory the Estate Manager shall, notwithstanding that the general progress of the work is in accordance with the conditions mentioned be entitled to take action after giving M/s Orient Services 10 days notice in writing. M/s Orient Services will have no claim for compensation for any loss sustained by him owing to such action.

2. Action and compensation payable in case of backlog / delay:

If at any time before security deposit is refunded to M/s Orient Services, it shall appear to the Estate Manager or his subordinate in-charge of the work, that any works have been executed with unsound, imperfect or unskillful workmanship or with materials or articles provided for the execution of the work are unsound, or of a quality inferior to that contracted, it shall be lawful for the Estate Manager to intimate this fact in writing to M/s Orient Services

and then notwithstanding the fact that the work, materials or articles complained of or any have been inadvertently passed, certified and paid for, M/s Orient Services shall be bound to forthwith rectify or remove or reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at own charge and cost. In the event of failing to do so within the limit aforesaid, M/s Orient Services shall be liable, to pay compensation at the rate of 1% on the amount of the estimated cost for every day not exceeding 10 days, during which the failure so continues and in the event of any such failures as aforesaid the Estate Manager may rectify or remove and re-execute the work or remove and replace the material / articles complained of, as the case may be, at the risk and expenses in all respects of M/s Orient Services, should the Estate Manager consider that any such inferior work or materials as described above is not acceptable, then it will be straight way rejected.

3. Responsibility of M/s Orient Services for damage or fire etc.:

From the commencement of the work to the completion of the same, M/s Orient Services will take all precautions during the execution of work. The work shall be under M/s Orient Services charge. M/s Orient Services will be held responsible for any damage done to the same by fire or any other cause and shall be liable to make good all such damages and to carry out any repairs which may be rendered necessary to the same by fire or other causes and are to hold the SEEPZ SEZ Authority harmless from any claims for injuries to persons or structural damage, damage to property happening from any neglect or default or want of proper care or misconduct on the part of M/s Orient Services or any of their employee during the execution of the work.

4. M/s Orient Services liable for damage done and for imperfections:

If during the period of Nil months from the date of completion as certified by the Estate Manager or Nil Months after commissioning the work, whichever is earlier in the opinion of the Estate Manager, the said work is defective in any manner whatsoever, M/s Orient Services will forthwith on receipt of notice in that behalf from the Estate Manager, duly commence execution and completely carry out at own cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein strictly in accordance with and in the manner prescribed and under the supervision of the Estate Manager. In the event of M/s Orient Services failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and or to complete the same as aforesaid as required by the said notice, the Estate Manager shall get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of M/s Orient Services. M/s Orient Services

will forthwith on demand pay to the SEEPZ-SEZ Authority the amount of such costs, charges and expenses sustained or incurred by the SEEPZ-SEZ Authority of which the certificate of the Estate Manager will be final and binding on M/s Orient Services such costs, charges and expenses will be deemed to be arrears of land revenue and in the event of M/s Orient Services failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the SEEPZ-SEZ Authority.

SEEPZ-SEZ Authority the same will be recovered from M/s Orient Services as arrears of land revenue. The SEEPZ-SEZ Authority will also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the SEEPZ-SEZ Authority to M/s Orient Services either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by SEEPZ-SEZ Authority (of which the certificate of the Estate Manager will be final) from any sums that may then be due or may thereafter become due to M/s Orient Services; or from security deposit.

5. M/s Orient Services is liable for damages arising from non-provisions of lights, fencing etc.:

M/s Orient Services shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting the measurement or examination at any time and from time to time of the work or the materials. M/s Orient Services shall be bound to bear expenses of defense of every suit, action or other legal proceedings, that may be brought by any persons for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of M/s Orient Services be paid for compromising any claim by any such person.

6. M/s Orient Services will provide suitable scaffolds and working platforms, gangways and stair ways, and shall comply with the following regulations in connection therewith:

- (a) Suitable scaffolds will be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- (b) A scaffold will not be constructed, taken down, or substantially altered, except:-
 - (i) Under the supervision of a competent and responsible person and

- (ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all ladders shall:-
 - (i) Be of sound materials.
 - (ii) Be of adequate strength having regard to the loads and strains to which they will be subjected; and
 - (iii) Be maintained in proper condition.
- (d) Scaffold shall be so constructed that no part thereof can be displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- (g) Scaffolds shall be periodically inspected by a competent person.
- (h) Before allowing a scaffold to be used by workmen M/s Orient Services will, whether the scaffold has been erected by workmen or not, take steps to ensure that it complies fully with the regulations herein specified;
 - (i) Working platforms, gangways and stairways shall:-
 - (ii) Be so constructed that no part thereof can sag unduly or unequally
 - (iii) Be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks or persons tripping or slipping; &
 - iv. Be kept free from any unnecessary obstructions.
- (i) In the case of working platforms, gangways, working places and stairways at a height exceeding eight feet:-
 - (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) Every working platform and gangway shall have adequate width, and
 - (iii) Every working platform, gangway, working place and stairway shall be suitably fenced

- (j) Every opening in the floor of a building or in a working platform will, except for the time and to the extent required to allow the access of persons or the transport or shifting of material, be provided with suitable means to prevent the fall of persons or material.
- (k) When persons are employed on a roof where there is a danger of falling from a height exceeding six feet suitable precautions will be taken to prevent fall of persons or material.
- (l) Suitable precautions will be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- (m) Safe means of access will be provided to all working platforms and other working places.

7. Measure for prevention of fire:

M/s Orient Services will not set fire to any standing jungle, trees, brushwood or grass without written permission from the Estate Manager. When such permission is given, and also in all cases when destroying cut or dug up trees, brushwood, grass etc. by fire, M/s Orient Services will take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

8. Liability of M/s Orient Services for any damage done in or outside work area:

Compensation for all damage done intentionally or unintentionally by M/s Orient Services's labour whether in or beyond the limits of SEEPZ-SEZ Authority property including any damage caused by the spreading of fire mentioned above will be estimated by the Estate Manager or such other officer as he may appointed and the estimates of the Estate Manager subject to the decision of the Chairperson on appeal will be final and M/s Orient Services will be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from M/s Orient Services as damages in the manner prescribed above or deducted by the Estate Manager from any sums that may be due or become due from SEEPZ-SEZ Authority to M/s Orient Services under this contract or otherwise. M/s Orient Services will bear the expenses of defending any action or other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he will pay any damages and cost that may be awarded by the court in consequence.

5. Penalty:

SEEPZ-SEZ Authority shall reserve the right to impose penalty for short deployed the staff / in-punctuality or non-clarity in work on the housekeeping services agency. A penalty which may extend up to Rs. 5,000/- each event.

❖ PAYMENTS AND COMPENSIONS:

1. Extra charges for any item of work shall not be allowed unless the work to which it is related is clearly within the spirit and meaning of the specification or unless such works are ordered in writing by the Estate Manager. M/s Orient Services will pay directly to the concerned authorities all rates, taxes, royalties and other charges. M/s Orient Services will also comply with all requirements of health department of the concerned Municipality.
2. Receipt for payments made on account of any work, when executed by M/s Orient Services, will also be signed by all the partners except where M/s Orient Services are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.
3. No receipt for any payment alleged to have been made by a M/s Orient Services in regard to any matter relating to this tender or the contract shall be valid and binding on SEEPZ-SEZ Authority unless it is signed by the Estate Manager.
4. Compensation for delay:
The time allowed for carrying out the work as entered in the tender will be strictly observed by M/s Orient Services and will be reckoned from the date on which the order commence work is given to M/s Orient Services
5. In any case in which under any clause(s) of this contract, M/s Orient Services will have rendered himself liable to pay compensation amounting to the whole of this security deposit (whether paid in one sum or deducted by installments) or in case of the abandonment of work owing to serious illness or death of the contractor or any other cause, the Estate Manager on behalf of SEEPZ-SEZ Authority shall have power to adopt any of courses, as he may think suited to the interest of SEEPZ-SEZ Authority.

6. Final Certificate:

On completion of the work, M/s Orient Services will be furnished with the certificate by the Estate Manager of such completion, but no such certificate will be given nor will the work be considered to be complete until M/s Orient

Services will have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floor or other parts of any buildings, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the works shall have been measured by the Estate Manager or where the measurements have been taken by his subordinates until they have received the approval of the Estate Manager, the said measurements being binding and conclusive against M/s Orient Services if M/s Orient Services shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on / before the date fixed for the completion of the work, the Estate Manager may, at the expense of M/s Orient Services, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and M/s Orient Services will forthwith pay the amount of all expense so incurred, but will have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

7. Payments on intermediate certificates to be regarded as advances:

No payment shall be made for any work, estimated to cost less than Rs. 1000/- till after the whole of the work shall have been completed. But in the case of works estimated to cost more than Rs. 1000/-, M/s Orient Services will on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Estate Manager, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against M/s Orient Services. All such intermediate payments will be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and will not preclude the Estate Manager from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and reconstructed or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any other way the powers of the Estate Manager as to the final settlement and adjustment of accounts or otherwise, or in any other way vary or affect the contract. The final bill will be submitted by M/s Orient Services within one month of the date fixed for the completion of the work, otherwise, the Estate Manager's certificate of the measurements and of the total amount payable for the work will be final and binding on all parties.

8. Payment at reduced rates on account of items of work not accepted as completed to be at the discretion of Estate Manager:

The rates for several items of works estimated to cost more than Rs. 1000/- agreed to within, will be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Estate Manager may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

9. Bills to be submitted monthly:

A bill will be submitted by M/s Orient Services each month on or before the date fixed by the Estate Manager for all work executed in the previous month, and the Estate Manager shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill.

Bills to be on printed forms:

M/s Orient Services will submit all bills on the printed forms to be had on application at the office of the Estate Manager. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rate hereinafter provided for such work.

10. No claim to any payment or compensation for alteration in, or restriction of work:

if at any time after execution of the contract documents the Estate Manager will for any reason whatsoever (other than default on the part of M/s Orient Services for which SEEPZ-SEZ authority is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all he will give to M/s Orient Services a notice in writing of such desire and upon the receipt of such notice M/s Orient Services will forthwith be required after having the regard of the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereon provided that the decision of the Estate Manager as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against M/s Orient Services M/s Orient Services will have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

11. Time limit for unforeseen claims:

Under no circumstances whatever shall M/s Orient Services be entitled to any compensation from SEEPZ-SEZ Authority on any account unless M/s Orient Services will have submitted a claim in writing to the Estate Manager within 01 month of the cause of such claim occurring.

12. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss:

All sums payable by M/s Orient Services by way of compensation under any of these conditions will be considered as a reasonable compensation to be applied to the use of SEEPZ-SEZ Authority without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

13. Payment of quarry fees and royalties:

All quarry fees, royalties, GST dues and ground rent for stacking materials, if any, should be paid by M/s Orient Services.

14. Claim for compensation for delay in starting the work:

No compensation will be allowed for any delay caused in the starting of the work, in the case of clearance works, on account of any delay in according sanction to estimates.

15. Claim for compensation for delay in the execution of work:

No compensation will be allowed for any delay in the execution of the work on account of water standing in borrows pits or compartments.

16. Entering upon or commencing any portion of work:

M/s Orient Services will not enter upon or commence any portion of work except with the written instructions of the Estate Manager of the work. Failing such authority M/s Orient Services will have no claim to ask for measurements of or payment for work.

17. Method of payment:

Payment to M/s Orient Services will be made by cheques drawn on any Nationalized Bank.

18. The rates to be quoted by M/s Orient Services must be inclusive of GST. No extra payment on this account will be made to M/s Orient Services

19. M/s Orient Services will submit bill on monthly basis. After receipt of bill, the Committee will inspect cleaning related works and submit its report to the Estate Manager for payment. There will be separate bill raised by M/s Orient Services for mechanized / manual cleaning work and housekeeping services.

20. MANPOWER UTILIZATION ON THE SITE:

1. M/s Orient Services must pay minimum wages as prescribed under the law. The labourer's contribution to be deposited to PF / ESI with employee's contribution.
2. No work will be done on Sunday without the sanction in writing of the Estate Manager.

3. Compensation under the Workmen's Compensation Act:

M/s Orient Services will be responsible for and will pay any compensation to workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923), hereinafter called the said Act for injuries caused to the workmen. If such compensation is paid by SEEPZ-SEZ Authority as principal under Sub-Section (1) of Section 12 of the said Act on behalf of M/s Orient Services, it will be recoverable by SEEPZ-SEZ Authority from M/s Orient Services under Sub-Section (2) of the said section. Such compensation will be recovered in the manner laid down above. M/s Orient Services will be responsible for and shall pay the expenses of providing medical aid to its workman who may suffer a bodily injury as a result of an accident.

4. M/s Orient Services will provide all necessary personal safety equipment like gloves, masks and safety gears. First Aid apparatus available for the use of the persons employed on the site, shall maintain the same conditions suitable for immediate use at any time and shall comply with the following regulations in connection herewith:-

- i. The workers shall be required to use the equipment so provided by M/s Orient Services and M/s Orient Services will take adequate steps to ensure proper use of the equipment by those concerned.
- ii. When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment will be provided and kept ready for use and all necessary steps will be taken for the prompt rescue of any person in danger.
- iii. Adequate provision will be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

5. Minimum age of person employed and involvement of any animals and the payment of fair wages:

- i. M/s Orient Services will not employ any person who is under the age of 18 years.

- ii. The Estate Manager is authorized to remove from the work any person / animal found working which does not satisfy these conditions and no responsibility will be accepted by the SEEPZ-SEZ Authority for any delay caused in the completion of work by such removal.
- iii. M/s Orient Services will pay fair and reasonable wages to the workmen employed by them in the contract undertaken by them. In the event of any dispute arising between M/s Orient Services and his workmen on the grounds that the wages paid are not fair and reasonable the dispute will be conclusive and binding on M/s Orient Services but such decision will not in any way affect the conditions in M/s Orient Services regarding the payment to be made by SEEPZ-SEZ Authority at the sanctioned tender rates.
- iv. M/s Orient Services will at his own expenses make all necessary provision for water supply and sanitary arrangements for the employees. Similar amenities will be provided to the workers engaged on large work in urban area.

6. Employment of Scarcity Labour:

If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of work, M/s Orient Services will employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Estate Manager or be any person to whom the Estate Manager may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which the Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause will be decided by the Estate Manager whose decision shall be final and binding on M/s Orient Services

7. M/s Orient Services would as far as possible obtain requirement of labour, skilled and unskilled from the nearest Employment Exchange.
8. The provision regarding contractor's labours provisioning the Contract Labour (Regulation & Abolition) Act, 1970 with the Maharashtra Contract Labour (Regulation & Abolition) Rule, 1971 shall be binding on M/s Orient Services If the provision in the said Act contradicts with any of the provisions regarding M/s Orient Services's Labours in any of the clauses in this tender, the provisions in the Contract Labour (Regulation & Abolition) Act, 1970 with the Maharashtra Labour (Regulation & Abolition) Rules, 1971 shall prevail.
9. Regular attendance of all workers will be maintained and would be checked twice in the course of the day.

*** CANCELLATION / REJECTION / TERMINATION / EXTENSION OF CONTRACT:**

1. To rescind the contract, the Security Deposit of M/s Orient Services will stand forfeited and be absolutely at the disposal of SEEPZ-SEZ Authority.
2. To carry out the work or any part of the work departmentally debiting M/s Orient Services with the cost of the work. The certificate of Estate Manager as to the cost and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against M/s Orient Services
3. To order that the work of M/s Orient Services be measure dup and to take such part thereof as will be unexecuted out of his hands and to give it to another contractor to complete in which case all expenses incurred on advertisement for fixing a new contracting agency additional supervisory staff including the cost of work charged establishment and cost of the work executed by the new contract agency will be debited to M/s Orient Services and the value of the work done or executed through the new contractor shall be credited to M/s Orient Services in all respects and in the same manner and at the same rates as if it had been carried out by M/s Orient Services under the terms of his contract. The certificate of the Estate Manager as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contract and as to the value of work so done shall be final and conclusive against M/s Orient Services
4. In case M/s Orient Services will be rescinded under clause (2) above. M/s Orient Services will not be entitled to recover or be paid any sum for work therefore, actually performed by them under this contract unless and until the Estate Manager will have certified in writing the performance of such work and the amount payable to him in respect thereof, and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clauses (3) & (4) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to M/s Orient Services, the amount of excess shall be deducted from any money due to M/s Orient Services by SEEPZ-SEZ Authority under the contract or otherwise howsoever or from his security deposit or the sale proceed thereof provided. If, however, M/s Orient Services will have no claim against SEEPZ-SEZ Authority even if certified value of the work done departmentally or through a new contractor, exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clause (2), (3) & (4) is adopted by the Estate Manager, M/s Orient Services will have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract.

5. The contract shall not be assigned / sublet without the written approval of the Estate Manager and if M/s Orient Services will assign or sublet his contract, or attempt so to do or become insolvent or commence any proceeding to get himself adjudicated an insolvent or make any composition with his creditors or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of SEEPZ-SEZ Authority in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Estate Manager may thereupon by notice in writing rescind the contract and the absolutely at the disposal of SEEPZ-SEZ Authority and the same consequences shall ensue as if the contract had been rescinded hereof and in addition M/s Orient Services will not be entitled to recover or be paid for an work therefore actually performed under the contract.
6. M/s Orient Services will comply with the provisions of the Apprentices Act, 1961 and the rules and the orders issued under these from time to time. If he / they fails to do so, the failure will be a breach of the contract and the Estate Manager, may in his discretion, cancel the contract. M/s Orient Services will be liable to him / them of the provisions of the Act.
7. If M/s Orient Services will desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Estate Manager before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the case for asking for extension occurred, which is earlier ever and the Estate Manager may, if , in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Estate Manager in this matter shall be final. Also if the zone Administration wishes to extend the mechanized / manual cleaning work and housekeeping services contract, the same will be done at the same rate as approved under the tender clause.
8. The time limit for the completion of the work shall be extended in the proportions that the increase in its cost occasioned by alterations / additions bears to the cost of the original contract work and the certificate of the Estate Manager as to such proportions shall be conclusive.
9. M/s Orient Services will give acceptance within 3 days from the date of receipt of work order failing which the work order issued will be treated as cancelled.
10. M/s Orient Services will enter into contract and the authorized signatory will execute and sign the contract agreement.

11. If the services of M/s Orient Services are not found to be satisfactory, the Authority reserves the right to terminate the contract at any time during the currency of the contract period without assigning any reasons.
12. No receipt for any payment alleged to have been made by M/s Orient Services in regard to any matter relating to this tender or the contract will be valid and binding on SEEPZ-SEZ Authority unless it is signed by the Estate Manager.

❖ SPECIFICATION PRESCRIBED AND CODE OF CONDUCT:

1. M/s Orient Services must have necessary permissions, whenever required from Municipal Corporation and would be registered under Shop and Establishment Act and also registered by BMC.
2. Orders issued by SEEPZ-SEZ Authority from time to time regarding conduct of the work will be binding on M/s Orient Services.
3. It will be the M/s Orient Services's responsibility to inspect and investigate the work site thoroughly so as to arrive at the rates quoted in the tender.
4. M/s Orient Services will execute the whole and every part of the work in most substantial and workman like manner, both as regards materials and in every other respect in strict accordance with specifications. M/s Orient Services will also conform exactly, fully and faithfully to the instructions in writing relating to the work assigned by the Estate Manager-In-Charge and lodged in the office to which M/s Orient Services will be entitled to have access for the purpose of inspection at such office, or on the site of work during the office hours.
5. The Estate Manager shall have power to make any alterations in, or addition to the original specifications and instructions that may appear him to be necessary or advisable during the progress of work and M/s Orient Services will be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Estate Manager and such alteration shall not invalidate the contract; and any additional work which M/s Orient Services may be directed to do in the manner above specified as part of the work shall be carried out by M/s Orient Services on the same conditions in all respects and which he agreed to do the main work and at the same rates as are specified in the tender for the main work.
6. All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Estate Manager and his subordinates and M/s Orient Services will at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Estate Manager or his subordinate to visit the work shall have been given to M/s Orient Services, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for

that purpose. Orders given to M/s Orient Services's duly authorized agent shall be considered to have the same force and effect as if they had been given to M/s Orient Services himself.

7. In case of tender by partners, any change in the constitution of a firm will be forthwith notified by M/s Orient Services to the Estate Manager for his information.
8. Except where otherwise specified in the contract and subject to the powers delegated to him by SEEPZ-SEZ Authority under the rules then in force, the decision of the Estate Manager for the time being shall be final, conclusive and binding on M/s Orient Services to the contract upon all questions relating to the meaning of the specifications and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to other question, claim, right matter or thing whatsoever, in any way arising out of or relating to the contract, specifications, estimates, instructions, orders or these conditions or otherwise, concerning the works or the execution, or failure to execute the same, whether arising during the progress of work or after the completion or abandonment thereof.
9. The tender is not transferable. M/s Orient Services will not engage to any sub-contractor or any other organization in any matter and also not permitted to transfer their rights and obligations under the tender notice. If any of such matter noticed, the contract will be terminated without any further reference.
10. Cleaning work shall be done on daily basis from Monday to Saturday or as and when required by Officer-In-Charge. Cleaning activity shall start in the morning at 06:00 a.m. so as to complete all the cleaning work before 10:00 a.m.
11. In the event of any dispute arises, the decision of the Authority shall be final and binding.

❖ OTHER CONDITIONS:

1. M/s Orient Services have to clear road land width / pilot which include cutting trees less than 30 cm. In girth, cleaning brush wood, loose stones, vegetation, bushes, stumps and mole hills without any extra cost.
2. M/s Orient Services will, unless exempted in writing by the Estate manager concerned, produce along with solvency certificate from the Collector of the District within which he resides or a banker's certificate of his financial stability.
3. If the additional and altered work includes any class of work for which no rate is specified in this contract; then such class of work shall be carried out at the rates mutually agreed upon between the Estate Manager and M/s Orient Services. If the additional or altered work, is ordered to be carried out before the rates are agreed upon them, M/s Orient Services will within seven days of the date of receipt by them of the order to carry out the work, inform the Estate Manager of the rate which he intends to charge for such class of work and if the Estate

Manager does not agree to this rate, he shall be notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider necessary provided always that if M/s Orient Services will commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate(s) as shall be fixed by the Estate Manager. In the event of the dispute, the decision of the Chairperson of the Authority will be final. Where, however, the work is to be executed according to the specifications recommended by M/s Orient Services and accepted by the Competent Authority the alternations above referred to will be within the scope of such specifications appended to the tender.

4. Any debris / waste materials / rabbit / dry leaves lying within the zone Complex should be removed and dumped in the BMC designated place under the permission / supervision of the Estate Manager. Also M/s Orient Services should have the BMC permission so that, if needed, the day to day dry waste viz. trees, branches etc. may be dumped in the BMC authorized dumping ground.
5. Also cleaning of high footfall areas i.e. Gate, SDF lobbies, roads, CWC warehouse etc. will be in the scope of work.
6. This contract is valid for 01 year from your acceptance and from the date of starting of the work.
7. You are liable to submit Performance Security/Bid Security in form of Account Payee Demand Draft/Fixed Deposit Receipt from Commercial Bank/Bank Guarantee from Commercial Bank of Rs. 12,75,300/- (5% of total contract value) and start the work w e f. 01/11/2019. Also submit the draft agreement within 30 days from starting of work.
8. All other terms and conditions of tender No. SEEPZ-SEZ/EMS/GC/CC/74/2018-19/Vol-I/14007 dated 18/07/2019 remains unchanged.

This issues with the approval of the Chairperson, SEEPZ-SEZ Authority.

Yours faithfully,



(Raju Kumar)

Asstt Development Commissioner

Copy for necessary action to:

1. Security Section, SEEPZ-SEZ, Mumbai.
2. Billing Section, SEEPZ-SEZ Authority.

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MINUTES OF THE 41st AUTHORITY MEETING HELD ON 07.08.2020 UNDER THE
CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER & CHAIRPERSON, SEEPZ-
SEZ AUTHORITY

The following were present:

- | | | | |
|-------|--|---|------------------|
| (i) | Sh. Devendra Singh
Dy. DGFT, Mumbai | - | Member |
| (ii) | Sh. C.P.S. Chauhan
JDC, SEEPZ-SEZ | - | Member/Secretary |
| (iii) | Sh. Vijay Gujarati,
COO, M/s. EOS Power India Pvt. Ltd. | - | Member |
| (iv) | Sh. Ashish Kothari, Director
M/s. Jewelelex India Pvt. Ltd. | - | Member |

The Chairperson welcomed the Members of the SEEPZ-SEZ Authority and thereafter Agenda was taken up for discussion.

Agenda Item No. 1 : Confirmation of the Minutes of the 40th Meeting held on 12.06.2020.

The Minutes of the meeting held on 12.06.2020 were approved with consensus.

Agenda Item No. 2: **Proposal for Hiring of Agency for scanning and digitization of old records of SEEPZ SEZ Authority**

The Authority was briefed that the SEEPZ SEZ Authority has lot of old and current records of around 70000 nos. which is on files. The old records should be scanned and digitized so that it is easy to refer as and when required for years together and it will reduce the risk of records due to restricted entry. Authority was also apprised that on, scanning all the documents/records folder structure/configuration management policy will be followed while storing the digitized data in the DVD/ hard disk and/or central storage.

Authority was informed that the Payment should be on completion of the Digitization, Scanning and deployment of Document Management System and on the basis of the quantity of documents digitized, scanned and uploaded.

After deliberation, the Authority approved the proposal for hiring of Agency for scanning and digitization of old records of SEEPZ SEZ Authority. Authority also directed that procurement may be made through GeM only. The service provider should ensure proper storage and backup of the data for easy access of records and also ensure that proper confidentiality is maintained of the records. The confidentiality agreement, should be entered with the service provider either in the format available of GeM or in a separate format if not available on GeM. Also, the backup of documents should be in adequate number of hard discs/server to avoid any loss of data in future.

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per the work order for a further period of one year only @10% escalation of their charges.

After deliberation, the Authority approved the proposal for extension of the contract period, as per the willingness provided by the Firm, and also as per the Clause no. (xiv) of the work order with a 10% escalation for a further period of one year i.e. from 08.10.2019 to 07.10.2020.

Agenda Item no. 8: Proposal for extension of hiring of services of Chartered Accountant Firm for the year 2020-21.

Authority was apprised that proposal for hiring of Chartered Accountant for a period of one year was placed before the 37th Authority Meeting held on 24.10.2019. The Authority was informed that the contract is expiring on 31.10.2020, however, it contains a clause for extension till 3 years with an escalation @10%, if the services are found satisfactory. The firm has given their willingness for a further extension of one year without any escalation and the services of the CA firm were found satisfactory during the earlier period.

After deliberation, the Authority approved the proposal for extension of the contract period and also as per the Clause no. 15 of the work order for a further period of one year upto 31.10.2021 without any escalation.

Agenda Item no. 9: Proposal for extension of AMC of cleaning contract for the year 2020-21

Authority was apprised that proposal for AMC of cleaning contract for a period of one year was placed before the 37th Authority Meeting held on 24.10.2019. The Authority was informed that the contract is expiring on 31.10.2020. The firm has given their willingness for a further extension of one year without any escalation.

After deliberation, the Authority held the view that the extension of the existing cleaning contract may be deferred, with performance and adherence to conditions of the contract to be examined in detail. Various activities required to be performed at specified intervals, say weekly or monthly etc, should be monitored properly and cross verified. Similarly, where use of mechanized means is prescribed, the details of machinery used may be examined. Likewise, mechanism to monitor response to requests /complaints need to be developed, like the request option on the portal of Facilities Module.

Agenda Item no. 10: Proposal for purchase of EDI stationary for security gate passes.

Authority was informed that the contract of present vendor M/s Laser Tele Systems for printing of gate passes has expired on 31.07.2020. Authority was also apprised that analyzing the purchase of the new printer and cartridge there is a saving on annual basis if the facility is undertaken in-house, though it will entail deployment of staff and supervision.

After deliberation, the Authority held the view that since bids have already been received in response to the tender, the same may be opened, evaluated and put before the Authority in next meeting. Thereafter it will be assessed which mechanism

GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, MUMBAI

AGENDA ITEM NO. 05

A) Proposal :-

Proposal for implementation of Solar Power Project by MEDA under RESCO Model.

B) Specific Issue on which decision of Authority is required :-

Approval for installation of Solar Roof Top Panel at SEEPZ-SEZ by MEDA under RESCO Model.

C) Relevant provision of SEZ Act, 2005 & Rules :-

Section 34 of SEZ Act, 2005 and Rule 7 (1) of SEZ Authority Rules 2009

D) Other Information :-

M/s. Maharashtra Energy Development Agency being nominated by PEC Ltd. under MOC&I had given their consent for implementation of the solar project as Concept to commissioning as per the rules and regulations laid down vide Maharashtra Govt. Resolution NBCE-2015/387/Part-3/Energy-7 dt. 08.06.2016 @ 1% as consultancy charges. Accordingly the proposal of MEDA for appointment of MEDA as PMC for implementation of the project from "Concept to Commissioning" with the PMC charges of 1% for the entire project cost was placed before the 34th Authority meeting held on 11.05.2018 wherein the Authority approved proposal for appointment of MEDA as PMC for implementation of the project from concept to commissioning with PMC charges @ 1% for the entire project cost and directed to execute the same as per the guidelines of Govt.

However, MEDA vide its communication dated 03.09.2018 has submitted a revised proposal for implementation of the project from "**concept to commissioning**" with the PMC Charges of 3% for the entire project cost for consideration with the above scope of work.

Accordingly, the proposal for implementation of Solar Power Project by MEDA and appointment of PMC @3% consultancy charges was once again placed before the 37th Authority Meeting held on 24.10.2019. During the Meeting, the Authority was briefed conveying that the proposal for implementation of the project from concept to commissioning by MEDA with PMC charges @1%.

After deliberation, the Authority examined the proposal and held the view that the present proposal of solar power plant is only for 5 MW and looking at the

requirements at the Zone, the possibility of a 25 MW Power Project may be explored, which may be implemented in co-ordination with MEDA @ 1% PMC consultancy charges only as approved in the 34th Authority meeting held on 11.05.2018. The same was already informed to MEDA vide our letter dated 18.11.2019 and requested to them convey their acceptance & implement the project @1% PMC Charges & the same was also informed to MOC&I that SEEPZ is in the implementation of the said Solar project.

Once again, the proposal for implementation of Solar Power Project by MEDA and appointment of PMC @ 3% consultancy charges was placed before the 39th Authority Meeting held on 31.12.2019 as MEDA had insisted on 3% PMC consultancy charges.

After deliberation, the Authority examined the proposal and held the view that MEDA may be asked to furnish the detailed work order of the work executed in any Govt. deptt. in which they have kept charges @ 3% or more and further whether they have undertaken similar work in current fiscal year for less than 3%. It was also decided to write to Govt. agencies such as Solar Energy Corp. of India Ltd. informing them about the proposal and seeking suggestions as to whether the model is reasonable. Also MEDA may be asked to examine as to whether the Solar Project can be implemented w.r.t. the stability of the Bldg.

Further this office vide letter dated 24.01.2020 asked Govt. agency i.e. M/s. Solar Energy Corporation of India Ltd. to furnish their comments/suggestions on the PMC charges & also asked MEDA to examine as to whether the Solar Project can be implemented w.r.t. considering the stability of the Bldg.

In response to our letter dated 24.01.2020 of retaining 1% PMC Charges, M/s. Maharashtra Energy Development Agency (MEDA) has conveyed tat in various projects in Govt. Dept they are levying 5% PMC charges of the total project cost.

Further SECI (Solar Energy Corporation of India Ltd) in the letter dated 20.02.2020 conveyed that they are operating a scheme for "Design, Supply, Erection, Testing and Commissioning including warranty, operation and maintenance of Roof Top Solar PV System."

In view of the aforesaid information obtained from MEDA the scope of work is as under :-

Sr. No.	Scope-Description
1.	Visit site; work out feasibility for implementation of revamping &/OR new solar power project at SEEPZs various buildings
2.	Preliminary study & selection of best suitable efficient technology for Renewable Power Generation System and submit the Design Basis Report (DBR)
3.	Prepare & submit Detail Project Report (DPR)
4.	Prepare tender documents and tender notice for RESCO Model OR CAPEX Model

5.	Arrange attend pre-bid meeting
6.	Prepare & submit technical evaluation for received technical offers
7.	Prepare draft for contract
8.	Arrange attend Kick-off-meeting with successful Contractor
9.	Review/approve design drawings/documents submitted by Contractor
10.	Provide technical assistance for obtaining permission for grid connectivity from DISCOM.
11.	Attend/witness stage wise inspections during manufacturing & submit report
12.	Attend/witness stage wise inspections during execution at site & submit report
13.	Witness trails, testing & commissioning of entire system/project & submit report
14.	Prepare documents required to hand over installed system to Client
15.	Provide assistance in troubleshooting during operation of installed system, if any, for 1 st year of O & M

SEEPZ Electrical Engineer was asked to further examine the proposal in consultation with MEDA and he had concluded that in RESCO model Authority will have to pay 3% PMC charges and there would be saving of Rs. 7.4 per unit on generation of solar energy

Accordingly, the proposal was taken in the 41st Authority Meeting held on 07.08.2020. After deliberation, the Authority examined the proposal and held the view that the Authority Engineer to expedite the matter and discuss with MEDA and draw a conclusion as to whether in RESCO model also, 3% PMC Charges is liable to be paid by Authority when the responsibility of the project implementation from concept to commissioning lies with MEDA through developer other than Authority. It was further directed that this process should be completed within 15 days without loss of further time as it has already been delayed in correspondence with MEDA and other agencies.

As per directions of Authority in its meeting, subsequently Engineer in consultation with MEDA conducted survey and on further examination following are the conclusion proposed :-

1. Under RESCO Model we are not required to pay any single penny to MEDA or any agency.
2. The Power will be available for us (roof top owner) @ Rs 2.7395/Kwh (Unit rate) instead of Rs. 3.6/- per unit which was earlier informed by MEDA. It is so, because Govt. of India is giving subsidy to MEDA and their contractor under (Achievement Linked Scheme).
3. The load of Solar Panel is uniformly distributed on the roof i.e. (40 to 45 Kg/per sqmm) which is much less than the weight of any single person, and that much space is occupied by any healthy individual moving freely on the

roof. So Structural loading is not the issue at all in any of the building barring a few exceptions of very old and abandoned units.

4. To move forward, we have to sign a PPA with the approved contractor of MEDA which they have already identified through their global tendering for Solar Plant Installation. Rest MEDA will do.
5. PPA is to be signed with M/s. Eurja Infrastructure-611, 6th floor, Goldcrest Business Park, LBS Marg Ghatkopar, Mumbai-West (86), the empanelled contractor of MEDA for carrying out installation of Solar Plant.

CAPEX MODEL	RESCO MODEL
<ol style="list-style-type: none"> 1. SEEPZ will have to make upfront expenditure, Under Capex Model, However, SEEPZ will get subsidy @ Rs. 13,200/- per KW as per Govt. of India incentive shall be given to the developer of Solar Power Plant. 2. AMC will cost to SEEPZ @1% of the Project cost 3. SEEPZ can sell Electricity so generated from the Plant to the unit holders or in the open market. Project cost can be recovered within 3 years from the revenue generated by selling the electricity. 4. 1MW capacity solar plant will generate=1000KWx5units per day X 30days X 12 months= 18,00,000 (1.8MU) per year and the same can be sold to the Unit Holders @Rs6.0/-Revenue generated=Rs. 1.8MU*Rs6.0/= Rs1.08-Crores per year. Cost recovery period=Rs.3.6 crores (cost of the Project)/ Rs1.08 (Revenue)- 3.3 years 5. Small project of 1MW to 2 MW may be completed within 4 to 5 months only. 	<ol style="list-style-type: none"> 1. In RESCO Model SEEPZ need not to make any expenses towards Project implementation or AMC charges. 2. SEEPZ will get Electricity at discounted rate of @ Rs2.74/-per unit against the current Elect Tariff of DISCOM of Rs.11/- per unit being charged by Adani Elect.. Therefore, saving of Rs. (11.0-2.74) =Rs.8.26/-per unit for SEEPZ & Unit holders both. Considering a model for implementation of 1.0 MW Plant, the expected saving is of about Rs.(18,00,000 units generated in a year X Rs.8.26/-per unit saving) = Rs.1,48,68,000/- per year 3. Developer will carry out day- day maintenance of the Plant. SEEPZ need not own any responsibility towards plant maintenance post implementation of the Plant. 4. Ownership of the Plant will rest with the developer for the agreed period of 25 years. 5. PPA is to be signed by SEEPZ with the empanelled developer of MEDA for implementation of the Project at the earliest. This scheme is valid for the current financial year only.

RESCO model is free from any obligation/responsibility related to capital investment or maintenance of plant for 25 years. Technically, both the models are equally good. Though Capex model has already been approved in authority meeting, but RESCO Model will suit more to SEEPZ compared to CAPEX Model, as SEEPZ (Rooftop owner) will remain free from obligation of investing any capital for construction and subsequently AMC of the Project.

E) Recommendation of Estate Manager :

The proposal for implementation of Solar Project by MEDA for implementation of 5 MW of solar power plant under RESCO model is placed before the Authority for consideration.

SOLAR POWER PROJECT DEVELOPMENT BY MEDA

- 6 months.
- MEDA have confirmed that there will not be any charge towards PMC services and electricity will be sold by the developer to SEEPZ @ Rs2.74/- per unit against Rs3.6/- per unit as informed earlier.
 - It will take about 10-12 months for completing the project.
 - Under CAPEX Model roof top owner will bear the entire cost of the project. As per circular of Ministry of New & Renewable Energy, Govt of India dt 21-07-20. the Cost of the Project for the capacity of 200 to 500KW is @Rs36/per Watt for the financial year 2020-2021 In terms of MW, the same translates to Rs3.6 Crore per MW. However, SEEPZ will be eligible for subsidy @Rs13200/- per KW or Rs1,32,00,000/- per MW.
 - Under the CAPEX Model, AMC of the Project will be undertaken by MEDA at their cost & risk for a period of 5 years from the date of completion of the project.
 - After 5 years of completing the AMC, MEDA will hand over the Project to SEEPZ.
 - Subsequently AMC of the Plant under taken by MEDA on chargeable basis. AMC charges may vary from 1% to 1.5%
 - Under RESCO Model, the upfront cost of the Project is to be borne by the Solar Plant Developer and will take full responsibility to construct the project from initial stage of the Project development such as survey of site, preparation of DPR, placing the order for equipment supply, testing & commissioning and, thereafter, carrying out AMC of the Project till 25 years with its full ownership resting on the developer. Dev will sell Electricity to SEEPZ at predetermined rate(@Rs2.74/- per unit) for 25 years. Before starting the Project,, PPA is required to be signed by SEEPZ with the empanelled developer of MEDA

CAPEX MODEL	RESCO MODEL
<p>1. SEEPZ will have to make upfront expenditure, Under Capex Model, However, SEEPZ will get subsidy @Rs13,200/- per KW as per Govt of India incentive shall be given to the developer of Solar Power Plant.</p> <p>1. AMC will cost to SEEPZ @1% of the Project cost</p> <p>2. SEEPZ can sell Electricity so generated from the Plant to the unit holders or in the open market. Project cost can be recovered within 3 years from the revenue generated by selling the electricity</p> <p>3. 1MW capacity solar plant will generate=1000KWx5units per dayx30daysx12 months=18,00,000(1.8MU) per year and the same can be sold to the Unit Holders @Rs6.0/-Revenue generated=-Rs 1.8MU*Rs6.0/=Rs1.08-Crores per year Cost recovery period =R3.6 crores(cost of the Project)/Rs1.08(Revenue)- 3.3years</p> <p>4. Small project of 1MW to 2 MW may be completed within 4 to 5 months only.</p>	<p>1. In RESCO Model SEEPZ need not to make any expenses towards Project implementation or AMC charges</p> <p>2. SEEPZ will get Electricity at discounted rate of @ Rs2.74/-per unit against the current Elect Tariff of DISCOM of Rs11/-per unit being charged by Adani Elect..</p> <p>Therefore, saving of Rs(11.0-2.74)=Rs 8.26/-per unit for SEEPZ & Unit holders both . Considering a model for implementation of 1.0 MW Plant, the expected saving is of about Rs(18,00,000 units generated in a yearX Rs 8.26/-per unit saving)=Rs1,48,68,000/- per year</p> <p>3. Developer will carry out day-day maintenance of the Plant. Seepz need not own any responsibility towards plant maintenance post implementation of the Plant.</p> <p>4. Ownership of the Plant will rest with the developer for the agreed period of 25 years.</p> <p>5. PPA is to be signed by SEEPZ with the empanelled developer of MEDA for implementation of the Project at the earliest. This scheme is valid for the current financial year only.</p>

RESCO model is free from any obligation/responsibility related to capital investment or maintenance of plant for 25 years. Technically, both the models are equally good. Though Capex model has already been approved in authority meeting, but RESCO Model will suit more to SEEPZ compared to CAPEX Model, as SEEPZ(Rooftop owner) will remain free from obligation of investing any capital for construction and subsequently AMC of the Project.



MAHARASHTRA ENERGY DEVELOPMENT AGENCY

(A Government of Maharashtra Institution)
Division Office, Mumbai

1012/A, 70th Floor,
Embassy Centre,
Marlman Point,
Mumbai - 400 021
Tel. : 022-22876436
Fax : 022-22821065
E-mail : medamumbai@mahaurja.com

DO/MEDA-Mumbai/General/2019-20/

Date: 14th February 2020

To,
Shri Keshav Jadhav
ADC/Estate Manager,
SEEPZ-SEZ

Sub: Proposal for Implementation of Solar Power Project by MEDA & appointment of PMC at 3% consultancy charges.

Ref: Your Letter No. SEEPZ-SEZ/ESTATE/RSP/265/2016-17/91739 dated 24th January 2020


Respected Sir,

With Reference to above subject, the details of the work executed by us are given below for your information

Sr. No.	Name of Work	Name of Department	Capacity	PMC Charges
1	Implementation of 486 kWp Grid Connected Ground Mounted Solar PV System for MADC Shirdi Airport, Pimpri Lokai, Shirdi, Ahmednagar	M/s Maharashtra Airport Development Company	486 kWp	5% of Total Project Cost
2	Electrification of Water Supply Scheme and Water Treatment Plant through Solar Photovoltaic Energy under Amrut Yojana	Urban Development Department (Govt. of Maharashtra)	Varies Depending on requirement.	3% of Total Project Cost
3	Electrification of Various Government Offices through Solar Photovoltaic Energy in Urban and Rural Area of Mumbai Divisional Office	DPDC	Varies Depending on requirement.	5% of Total Project Cost
4	Electrification of Water Supply schemes through Solar Photovoltaic Energy under RESCO Model	Maharashtra Jeevan Pradhikaran (MJP)	Varies Depending on requirement.	5% of Total Project Cost

Along with above projects, MEDA is providing Technical services to Forest Department, CIDCO, and Textile Department etc. This is for your information and necessary action please.

- Each: 1) Copy of Letter of Acceptance from MADC
2) Government Resolution of Urban Development Department no. AMRUT 2017/PRA.KRA. 289/NAV1-33 dated 17/12/2018
3) Copy of Administrative Approval of DM Palghar
4) Copy of Letter of Acceptance from Maharashtra Jeevan Pradhikaran (MJP)


Divisional General Manager
Maharashtra Energy Development Agency
Mumbai



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Maharashtra Airport Development Company Ltd.
(A Government of Maharashtra Undertaking)
8th Floor, World Trade Centre, Cuffe Parade, Mumbai - 400 005, India
Tel: +91 22 4921121 • Fax: +91 22 22163814
E-mail: contact@maddindia.org • Web: www.maddindia.org
CIN:U45203MH20025GCL136979

No. MADC/Shirdi/Solar project/PMC/1608

Dt.21.3.2018

To,

Divisional General Manager
Maharashtra Energy Development Agency
(A Govt. of Maharashtra Undertaking)
1012A, 10th floor Embassy Centre
Nariman Point, Mumbai-400 021
Email: medamumbai@mahauria.com

Letter of Acceptance

Sub: Appointment of MEDA as Project Management Consultant for installation and Commissioning of Solar Power Project at Shirdi Airport.

- Ref: 1. Your letter NO.GM/Mumbai/DPR/155 dt.8.1.2017
2. Your letter No.GM/Mumbai/DPR/Shirdi/2017-187/998 dt.21.2.2018
3. This office mail dt.22.2.2018 for deputation of concerned to MADC office, Mumbai
4. Visit of your representative to MADC office on 1.3.2018
5. Your letter No. GM/Mumbai/DPR/Shirdi/2018-18/199 dt.1.3.2018 received on 7.3.2018

Hon'ble VC&MD has approved the proposal for installation of Solar Power Project at Shirdi Airport on dt.22.2.2018. While approving the proposal Hon'ble VC&MD has put the remarks as below:-

1. On the first phase, Solar PV Power Generation Project to be implemented at Shirdi Airport.
2. MEDA to be appointed as Consultant.

Based on approval, MEDA is hereby appointed as Project Management Consultant for installation of 0.5 MW Solar Power Project at Shirdi Airport.

We refer to your letter dt.21.2.2018 and visit of Shri Bodke, Divisional General Manager, MEDA, and Mumbai on 1.3.2018. Based on discussion with MADC officials on 1.3.2018, you have forwarded the letter dt.1.3.2018 which was received on 7.3.2018 by mail.

From your letter dt.21.2.2018 and 1.3.2018 under reference (2) and (4) above, MEDA scope of work will be as under:-

1. MEDA shall constitute a working committee and steering committee, representative of MADC as the member for this committee for seeking necessary recommendations & approval respectively for successful execution of renewable energy projects.
2. Team MEDA & its empanelled consultants shall carry out site survey for identifying the potential area for the development of Solar Power Plant.
3. Suggest/recommend capacity & technology for renewable energy projects



नगर विकास विभागाच्या विविध योजनांमधील सौरऊर्जा उपांगाची कामे महाराष्ट्र ऊर्जा विकास प्राधिकरण (MEDA) मार्फत पूर्ण ठेव तत्वावर राबविण्याबाबत.

महाराष्ट्र शासन

नगर विकास विभाग

शासन निर्णय क्रमांक :- अमृत २०१७/प्र.क्र.२८९/नवि-३३.

मंत्रालय, मुंबई - ४०० ०३२.

दिनांक :- १७ डिसेंबर, २०१८.

प्रस्तावना :-

राज्य शासनाने अमृत अभियानाच्या आराखड्यामध्ये समाविष्ट असलेल्या पाणीपुरवठा प्रकल्पांचे नियोजन करताना एक नावीन्यपूर्ण बाब म्हणून सदर प्रकल्पांमध्ये पंपासाठी आवश्यक ऊर्जासोबी जागेच्या उपलब्धतेनुसार सौरऊर्जा प्रकल्पांचा समावेश सदर प्रकल्पांमध्ये केलेला आहे. त्याचप्रमाणे महाराष्ट्र सुवर्णजयंती नगरोत्थान महाभियानांतर्गत राबविण्यात येणाऱ्या प्रकल्पांमधील काही प्रकल्पांमध्ये सौरऊर्जा उपांगाचा समावेश आहे. यामुळे सौरऊर्जा उपांगामुळे, पाणीपुरवठा/मलनिस्सारण प्रकल्पांसाठी लागणाऱ्या उर्जेमध्ये बचत होणार असून सदर योजना शाश्वत व स्यावत्वाची होण्यास मदत होणार आहे. तसेच, यामुळे पारंपारिक उर्जेची सुध्दा बचत होणार आहे. या सौरऊर्जा उपांगाची कामे कोणाकडून राबविण्यात यावीत याबाबत निर्णय घेण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय :-

अमृत अभियानांतर्गत तसेच, महाराष्ट्र सुवर्णजयंती नगरोत्थान महाभियानांतर्गत राबविण्यात येत असलेल्या पाणीपुरवठा व मलनिस्सारण प्रकल्पांमध्ये जेथे जेथे सौरऊर्जा उपांग समाविष्ट असलेले अशा सौरऊर्जा उपांगाची अंमलबजावणी ही गुणवत्तापूर्ण पद्धतीने होण्यासाठी तसेच त्यामधून अपेक्षित फलनिश्चिती साध्य होण्यासाठी सदर सौरऊर्जा उपांगाची कामे शासनाची याबाबतीतील सक्षम तांत्रिक यंत्रणा असलेल्या महाराष्ट्र ऊर्जा विकास प्राधिकरणामार्फत पूर्ण ठेव तत्वावर राबविण्याचा शासनाने निर्णय घेतला आहे.

२. हा शासन निर्णय अमृत अभियान व महाराष्ट्र सुवर्णजयंती नगरोत्थान महाभियानांतर्गत यापूर्वी मंजूर केलेल्या बाबानंतर मंजूर करण्यात येणाऱ्या सर्व प्रकल्पांना लागू राहील.

३. केवळ शासन पुरस्कृत अमृत अभियानांतर्गत मंजूर पाणीपुरवठा/मलनिस्सारण प्रकल्पातील ऊर्जा बचतीच्या अनुषंगाने समाविष्ट केलेल्या सौरऊर्जा उपांगाची कामे महाराष्ट्र ऊर्जा विकास प्राधिकरण (MEDA) मार्फत पूर्ण ठेव तत्वावर खालीलप्रमाणे राबविण्यात यावीत.

आसन निर्णय क्रमांक अमृत-२०१७/प्र.क्र.२८१/नवि-३३

(अ) महाराष्ट्र ऊर्जा विकास प्राधिकरणाने अमृत अभियानात निश्चित केलेल्या निधीच्या मर्यादेत संबंधित प्रकल्पांचे सविस्तर प्रकल्प अहवाल तयार करावेत.

(ब) जेथे महाराष्ट्र जीवन प्राधिकरणाने आगोदरच सविस्तर प्रकल्प अहवाल तयार केले असेतील तेथे ते सविस्तर अहवाल विचारात घेऊन त्यास महाराष्ट्र ऊर्जा विकास प्राधिकरणाने तांत्रिक मान्यता द्यावी.

(क) जेथे महाराष्ट्र जीवन प्राधिकरणाने आगोदरच सविस्तर प्रकल्प अहवाल तयार केलेले नसतील तेथे असे सविस्तर प्रकल्प अहवाल महाराष्ट्र ऊर्जा विकास प्राधिकरणानेच तयार करावेत व त्यास महाराष्ट्र ऊर्जा विकास प्राधिकरणाने तांत्रिक मान्यता द्यावी.

(ख) असे तांत्रिक मान्यता दिलेले सविस्तर प्रकल्प अहवाल प्रस्ताव प्रधान सचिव, नगर विकास-२ यांच्या अध्यक्षतेखालील राज्य स्तरीय तांत्रिक मान्यता समितीसमोर सादर करावेत.

(इ) त्याबाबत महाराष्ट्र जीवन प्राधिकरण, महाराष्ट्र ऊर्जा विकास प्राधिकरण यांच्यामध्ये समन्वय साधून संपूर्ण कार्यवाही तत्परतेने पूर्ण करण्याची जबाबदारी संबंधित महानगरपालिका आयुक्त/ मुख्याधिकारी नगरपरिषद/नगरपालिका यांची राहिली.

(फ) राज्य स्तरीय तांत्रिक मान्यता समितीच्या मान्यतेनंतर त्याबाबतची निविदा प्रक्रिया संबंधित, त्याची जासमी करणे, कार्यादेश देणे, तसेच सदर प्रकल्प संबंधित त्याबाबतची सुटील कार्यवाही महाराष्ट्र ऊर्जा विकास प्राधिकरणाने करावी व प्रकल्पाचे काम संबंधित निविदाकारांकडून पूर्ण करून घेऊन प्रकल्प संबंधित जागरी स्थानिक स्वराज्य संस्थेस हस्तांतरीत करावा.

(ग) त्याबाबतच्या कामाचे कार्यादेश दिल्यानंतर त्याबाबतची निधी प्रकल्प निधीतून संबंधित जागरी स्थानिक स्वराज्य संस्थेने महाराष्ट्र ऊर्जा विकास प्राधिकरणाकडे वर्ग करावा.

४. महाराष्ट्र सुवर्णज्येती नगरोस्थान महाभियानातून मंजूर पाणीपुरवठा/ मलनिस्सारण प्रकल्पातील ऊर्जा वचतांच्या अनुषंगाने समाविष्ट केलेल्या सौरऊर्जा जगांणी कामे महाराष्ट्र ऊर्जा विकास प्राधिकरण (MEDA) मार्फत पूर्ण ठेव तत्वावर खात्रीलपणे राबविण्यात यावीत.

(अ) महाराष्ट्र ऊर्जा विकास प्राधिकरणाने नगरोस्थान अभियानात निश्चित केलेल्या निधीच्या मर्यादेत संबंधित प्रकल्पांचे सविस्तर प्रकल्प अहवाल तयार करावेत. त्यास महाराष्ट्र ऊर्जा विकास प्राधिकरणाने तांत्रिक मान्यता द्यावी.

(ब) असे तांत्रिक मान्यता दिलेले सविस्तर प्रकल्प अहवाल, प्रस्ताव प्रधान सचिव, नगर विकास-२ यांच्या अध्यक्षतेखालील राज्य स्तरीय प्रकल्प मान्यता समितीसमोर सादर करावेत.

(क) त्याबाबत महाराष्ट्र ऊर्जा विकास प्राधिकरणाशी समन्वय साधून संपूर्ण कार्यवाही तत्परतेने पूर्ण करण्याची जबाबदारी संबंधित महानगरपालिका आयुक्त/ मुख्याधिकारी नगरपरिषद/ नगरपंचायत याची राहिल.

(ड) रावर समितीच्या मान्यतेनंतर त्याबाबतची निविदा प्रक्रिया राबविणे, त्याची छाननी करणे, कार्यदेश देणे, तसेच सदर प्रकल्प राबविण्याबाबतची पुढील कार्यवाही महाराष्ट्र ऊर्जा विकास प्राधिकरणाने करावी व प्रकल्पाचे काम संबंधित निविदाकारांकडून पूर्ण करून घेऊन प्रकल्प संबंधित नागरी स्थानिक स्वराज्य संस्थेस हस्तांतरीत करावा.

(ड) त्याबाबतचे कार्यदेश दिल्यानंतर त्याबाबतचा निधी प्रकल्प निर्धारित संबंधित नागरी स्थानिक स्वराज्य संस्थेने महाराष्ट्र ऊर्जा विकास प्राधिकरणाकडे वर्ग करावा.

५. अमृत अभियान व महाराष्ट्र सुवर्णजयंती नगरोत्थान महाभियान वगळता नगर विकास विभागाच्या अन्य कोणत्याही योजनेतून मंजूर निधीतून सौरऊर्जा प्रकल्प सौरऊर्जा उद्योगाची कामे महाराष्ट्र ऊर्जा विकास प्राधिकरण (MEDA) मार्फत पूर्ण ठेव तत्वावर खालीलप्रमाणे राबविण्यात यावीत.

(अ) संबंधित आयुक्त महानगरपालिका/ मुख्याधिकारी, नगरपरिषद/नगरपंचायत यांनी अशा प्रकल्पांचे सविस्तर प्रकल्प अहवाल महाराष्ट्र ऊर्जा विकास प्राधिकरणाकडून तयार करून घ्यावेत. त्यास महाराष्ट्र ऊर्जा विकास प्राधिकरणाने तांत्रिक मान्यता द्यावी.

(ब) असे तांत्रिक मान्यता दिलेले सविस्तर प्रकल्प अहवाल, संबंधित महानगरपालिका/ नगरपरिषद/ नगरपंचायत यांच्या मान्यतेनंतर त्याबाबतची निविदा प्रक्रिया राबविणे, त्याची छाननी करणे, कार्यदेश देणे, तसेच सदर प्रकल्प राबविण्याबाबतची पुढील कार्यवाही महाराष्ट्र ऊर्जा विकास प्राधिकरणाने करावी व प्रकल्पाचे काम संबंधित निविदाकारांकडून पूर्ण करून घेऊन प्रकल्प संबंधित नागरी स्थानिक स्वराज्य संस्थेस हस्तांतरीत करावा.

(क) त्याबाबतचे कार्यदेश दिल्यानंतर त्याबाबतचा निधी प्रकल्प निर्धारित संबंधित नागरी स्थानिक स्वराज्य संस्थेने महाराष्ट्र ऊर्जा विकास प्राधिकरणाकडे वर्ग करावा.

६. सदर सौरऊर्जा प्रकल्पांची महाराष्ट्र ऊर्जा विकास प्राधिकरण (MEDA) मार्फत पूर्ण ठेव तत्वावर अंमलबजावणी करताना, त्याची व्याप्ती व त्याबाबत त्यांना द्यावयाचे शुल्क खालीलप्रमाणे निश्चित करण्यात येत आहे.

शासन निर्णय क्रमांक अमृत २०१७/प्र.क्र.२८९/नवि-३३

अ. क्र.	कामाचे टप्पे	अनुज्ञेय शुल्क (सौरसर्जा संपांन्याच्या किंमतीच्या)
१	सविस्तर प्रकल्प अहवाल तयार करणे व त्यास सक्षम समितीची मान्यता घेणे (For submission of DPR (Detail Project Report))	०.५०%
२	निविदा प्रक्रिया पार पाडणे (For Technical Process Tender, Pre-bid, Evaluation and issue of LOA)	०.५०%
३	प्रकल्प व्यवस्थापन करणे (Project Monitoring and stage inspection during execution)	१.५०%
४	अंतिम तपासणी करणे व प्रकल्प कार्यान्वित करणे व किमान १ वर्षासाठी कार्यान्वयनावर पर्यवेक्षण करून प्रकल्प तागरी स्थानिक स्वशास्य संस्थेस हस्तांतरित करणे (For testing and attending commissioning of site and monitoring for one year and handing over to Urban Local body)	०.५०%
	एकूण	३ टक्के

७. अमृत अभियानांतर्गत ज्या प्रकल्पांच्याबाबत महाराष्ट्र जीवन प्राधिकरणाने सापूर्वीच प्रकल्प अहवाल तयार केले आहे, त्याबाबत मेड्याच्या तांत्रिक मान्यतेनंतर पुढील कार्यवाही परिच्छेद ३ प्रमाणे करण्यात यावी. अशा प्रकल्पांच्या बाबतीत प्रकल्प अहवाल तयार करण्याची फी (प्रकल्प किंमतीच्या ०.५० टक्के) महाराष्ट्र जीवन प्राधिकरणाला देण्यात यावी व तेवढीच फी महाराष्ट्र उर्जा विकास प्राधिकरणाकरणास (मेड्या) च्या फ्रीमधून कमी करावी.

८. सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेतांक २०१८१२१७१११११७७०२५ असा आहे. हा आदेश डिजिटल स्वाक्षरीने साक्षात्कृत करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

Pandurang
Jotiba Jadhav

Digitally signed by Pandurang Jotiba Jadhav, DN: cn=Pandurang Jotiba Jadhav, o=Maharashtra, email=jotiba.jadhav@maharashtra.gov.in, c=IN

(पं. जो. जाधव)

सह सचिव, महाराष्ट्र शासन

प्रति,

१. मा. मुख्यमंत्री यांचे अपर मुख्य सचिव, मंत्रालय, मुंबई.

पृष्ठ ५ पैकी ४

शासन निर्णय क्रमांक अमृत २०१७/प्र.क्र.२८९/नवि-३३

२. मा. राज्यमंत्री नगरविकास विभाग यांचे खाजगी सचिव, मंत्रालय, मुंबई.
३. अप्पर मुख्य सचिव, वित्त विभाग यांचे स्वीय सहायक, मंत्रालय, मुंबई.
४. अप्पर मुख्य सचिव, नियोजन विभाग यांचे स्वीय सहायक, मंत्रालय, मुंबई.
५. प्रधान सचिव (उर्जा), उद्योग उर्जा व कामगार विभाग
६. प्रधान सचिव, नगर विकास विभाग (२) यांचे स्वीय सहायक, मंत्रालय, मुंबई.
७. सदस्य सचिव, महाराष्ट्र जीवन प्राधिकरण, मुंबई.
८. आयुक्त तथा संचालक, नगरपरिषद प्रशासन संचालनालय, वरळी, मुंबई.
९. महासंचालक, महाराष्ट्र ऊर्जा विकास प्राधिकरण (MEDA), पुणे
१०. विभागीय आयुक्त, (सर्व)
११. आयुक्त, महानगरपालिका (सर्व)
१२. जिल्हाधिकारी (सर्व)
१३. मुख्याधिकारी नगरपरिषद (सर्व)
१४. मुख्याधिकारी, नगरपंचायत (सर्व)
१५. जिल्हा प्रशासन अधिकारी सर्व
१६. निवडनसती, नवि-३३.

क्र. नियो-२०१८/प्र.क्र.८७/प्रमा/का.अ.११/१५६५
 प्रकल्प अधिकारी,
 एकात्मिक आदिवासी विकास प्रकल्प,
 जव्हार, जि. पालघर.
 दिनांक- १० डिसेंबर, २०१८.

बाबत

- १) शासन निर्णय, आदिवासी विकास विभाग, क्र. टि.एसपी-२००८/प्र.क्र.६/का.६, दिनांक १६ डिसेंबर, २००९
- २) शासन निर्णय, आदिवासी विकास विभाग, क्र. बीपुडी-२०१८/प्र.क्र.०२/का.६, दि. ०७ एप्रिल, २०१८.
- ३) शासन निर्णय, उद्योग, ऊर्जा व कामगार विभाग, क्र. अपाक-२०१५/प्र.क्र.३७८/भाग-३/ऊर्जा-७, दि. ०८ जून, २०१६.
- ४) विभागीय महाव्यवस्थापक, महाऊर्जा, मुंबई यांचे पत्र क्र. वि.का./वेहा-मुंबई/प्र.म/२०१८-१९/८३८, दि. २० डिसेंबर, २०१८.

प्रशासकीय मान्यता आदेश

पालघर जिल्हा आदिवासी घटक कार्यक्रम सन २०१८-१९ अंतर्गत आभारंपारिक ऊर्जा या शिर्षाखाली येण-या महाराष्ट्र ऊर्जा विकास अभिकरणास सहाय्यक अनुदान या योजनेसाठी याचा क्र. ०२ अन्वये रु.२००.०० लक्षा इतक्या अर्थसंकल्पीय तरतुदीस मंजूरी देण्यात आलेली आहे. उपरोक्त संदर्भिय क्र. ०६ अन्वये विभागीय महाव्यवस्थापक, महाऊर्जा, मुंबई यांचेकडून महाराष्ट्र ऊर्जा विकास अभिकरणास सहाय्यक अनुदान या योजनेतून रूढाणू प्रकल्पातील २५ व जव्हार प्रकल्पातील २५ अशा एकूण ५० शासकीय आश्रमशाळांचे सौर चर्जेद्वारा विद्युतीकरण करण्याकरिता रु.२,०२,९०,३८६/- इतक्या रकमेचा प्रस्ताव प्रशासकीय मान्यतेसाठी सादर आलेला आहे. सादर प्रस्तावाचा विभागीय महाव्यवस्थापक, महाऊर्जा, मुंबई यांनी दि. २० डिसेंबर, २०१८ च्या पत्रान्वये तांत्रिक मान्यता दिलेली आहे.

२. त्यानुसार उपरोक्त संदर्भिय शासन निर्णय क्र. ०१ अन्वये प्रदान करण्यात आलेल्या अधिकाराचा वापर करून भी, जिल्हाधिकारी पालघर या आदेशान्वये विभागीय महाव्यवस्थापक, महाऊर्जा, मुंबई यांना महाराष्ट्र ऊर्जा विकास अभिकरणास सहाय्यक अनुदान या योजनेतून खालीलप्रमाणे रु.२,०२,९०,३८६/- (अक्षरी रकम रुपये दोन कोटी दोन लक्ष नव्वद हजार तीनशे काह्यारेशी मात्र) इतक्या रकमेच्या खालील कामांस खालील अटी व शर्तीच्या अधिन राहून प्रशासकीय मान्यता देत आहे.

अ.क्र.	कामाचे नाव	संयंत्राचा प्रकार	क्षमता	संख्या	दर प्रति नग (रु.)	अंदाजित खर्च (रु.)
(१)	(२)	(३)	(४)	(५)	(६)	(७)
०१	जव्हार प्रकल्पाच्या कार्यक्षेत्रातील २५ शासकीय आश्रमशाळांचे सौर चर्जेद्वारे विद्युतीकरण करणे (सहपत्र अ मधील यादीप्रमाणे)	Solar Power Pack (Off Grid)	४ Kwp	२५	रु.४,००,०००/-	रु.१,००,००,०००/-
		सौर पंप	०५ hp	५	रु.४,०३,३७५/-	रु.२०,१६,६८७५/-
		सोलार हायमास्ट सिस्टीम		१	रु.४,९५,०००/-	रु.२०,७५,०००/-
०२	रूढाणू प्रकल्पाच्या कार्यक्षेत्रातील २५ शासकीय आश्रमशाळांचे सौर चर्जेद्वारे विद्युतीकरण करणे (सहपत्र अ मधील यादीप्रमाणे)	Solar Power Pack (On Grid)	४ Kwp	२५	रु.४७,०००/-	रु.४७,००,०००/-
	एकूण अ:					रु.१,९९,४९,८७५/-
०३	शासन निर्णय, उद्योग, ऊर्जा व कामगार विभाग, क्र. अपाक-२०१५/प्र.क्र.३७८/भाग-३/ऊर्जा-७, दि. ०८ जून, २०१६ च्या शासन निर्णयानुसार तांत्रिक मंजूरी शुल्क १ टक्के					रु.१,९९,४९८/-

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	नुसार	
	एकूण रक्कम:	रु. १,९९,४९८/-
०४.	शासन निर्णय, संघीय, कर्जा व कामगार विभाग, क्र. अमाक-२०१५/प्र.क्र.३७८/भाग-३/कर्जा-३, दि. ०८ जून, २०१६ च्या शासन निर्णयानुसार सेवा शुल्क व टांकने नुसार	रु. १,५७,०९३/-
	एकूण रक्कम:	रु. १,५७,०९३/-
	एकूण रक्कम: रू. ३,५६,५९१/-	रु. २,०२,९०६८६/-

Ganpati

(डॉ. प्रभात चारनरि)
जिल्हाधिकारी तथा सहाय्य सचिव,
जिल्हा नियोजन समिती, पालघर.

अटी व शर्ती:

- संबंधित योजनेखाली शासनाने ठरवून दिलेले सर्व नियम, निकष, पध्दती तसेच संबंधित योजनेअंतर्गत शासनाकडून आपुढे होणारे बदल विभागीय महाव्यवस्थापक, महाकर्जा, मुंबई यांच्यावर बंधनकारक राहतील.
- प्रस्तुत कामांकरिता निविदा मागविणे, स्वीकृत करणे व खरेदीबाबतची सर्व निकष शासनाच्या तथा त्या वेळच्या प्रसिद्ध कार्यपध्दती व धोरणानुसार राहतील.
- साहित्य सामुग्री व यंत्रसामुग्रीकरिता प्रस्तावित केलेली खरेदी शासनाने वेळोवेळी निर्गमित केलेल्या आदेशांचा अवलंब करूनच करण्यात यावी.
- साहित्य सामुग्री व यंत्रसामुग्रीचा पुरवठा राज्यस्तराव्यक्त होणार आहे किंवा नाही याची खातरजमा करूनच खरेदी करण्यात यावी.
- सांख्यिक मान्यतेच्या आदेशातील कार्यपध्दती विभागीय महाव्यवस्थापक, महाकर्जा, मुंबई यांच्यावर बंधनकारक राहतील.
- जिल्हा वार्षिक योजनेतून घेण्यास येणारी कामे जास्तीत जास्त ०२ वर्षांच्या कालावधीत पूर्ण करण्याचे बंधन विभागीय महाव्यवस्थापक, महाकर्जा, मुंबई यांच्यावर राहिल.
- शासन निर्णय, आदिवासी विकास विभाग, क्र. टिएसपी-२००३/प्र.क्र.१०९/का.६, दि. २६ जुलै, २००४ व क्र. टिएसपी-२००५/प्र.क्र.५९/का.६, दि. १० नोव्हेंबर, २००५ मधील अटीची कटाक्षाने पालन करण्याची दखता विभागीय महाव्यवस्थापक, महाकर्जा, मुंबई यांनी द्यावी.
- या योजने अंतर्गत करण्यात येणारी कामे इतर कोणत्याही योजनेतून आपुढी करण्यात आलेली नाहीत किंवा प्रस्तावित केलेली नाहीत याची खात्री करूनच कामांस सुरवात करण्याची जबाबदारी संबंधित कार्यान्वयन संस्थेची राहिल.
- प्रत्येक महिन्याच्या ५ तारखेपर्यंत सासिक खर्चाचा कामनिहाय प्रगती अहवाल व पुर्ण झालेल्या कामांची उपयोजिता प्रशासनापुढे सुध्दा सादर करावीत.
- लेखातपासणीसाठी आवश्यक असलेली माहिती कार्यान्वयन अधिका-यांनी जिल्हाधिकारी यांचेकडे विहित काळमर्यादित सादर करणे बंधनकारक आहे.

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सहपत्र अ

जिल्हा प्रकल्पाच्या कार्यक्षेत्रातील २५ शासकीय आश्रमशाळांचे सौर ऊर्जेद्वारे विद्युतीकरण करणे मधील समाविष्ट शासकीय आश्रमशाळांची यादी

अ.क्र.	शासकीय आश्रमशाळांचे नाव	तालुका
१	शासकीय आश्रमशाळा, दिनासक	जिल्हा
२	शासकीय आश्रमशाळा, देहरे	जिल्हा
३	शासकीय आश्रमशाळा, दाभेरी	जिल्हा
४	शासकीय आश्रमशाळा, दाभोसा	जिल्हा
५	शासकीय आश्रमशाळा, सांगली	जिल्हा
६	शासकीय आश्रमशाळा, न्याहाळे	जिल्हा
७	शासकीय आश्रमशाळा, नोंदगाव	जिल्हा
८	शासकीय आश्रमशाळा, झाप	जिल्हा
९	शासकीय आश्रमशाळा, साकुन	जिल्हा
१०	शासकीय आश्रमशाळा, पैना (मुख्यालय साखरे)	जिल्हा
११	शासकीय आश्रमशाळा, ओडार (मुख्यालय देहरे)	जिल्हा
१२	शासकीय आश्रमशाळा, कारेगाव	मोखाडा
१३	शासकीय आश्रमशाळा, सुर्यमठ	मोखाडा
१४	शासकीय आश्रमशाळा, हिरवे	मोखाडा
१५	शासकीय आश्रमशाळा, पळसुंदे	मोखाडा
१६	शासकीय आश्रमशाळा, चास	मोखाडा
१७	शासकीय आश्रमशाळा, गोंद	मोखाडा
१८	शासकीय आश्रमशाळा, साखरे	विक्रमगड
१९	शासकीय आश्रमशाळा, कावळे	विक्रमगड
२०	शासकीय आश्रमशाळा, कन्है	विक्रमगड
२१	शासकीय आश्रमशाळा, भुरबाड	विक्रमगड
२२	शासकीय आश्रमशाळा, भोपोली	विक्रमगड
२३	शासकीय आश्रमशाळा, पुंजो	विक्रमगड
२४	शासकीय आश्रमशाळा, पाली	वाडा
२५	शासकीय आश्रमशाळा, गुडिर	वाडा

(डॉ. प्रशांत नारनकर)

जिल्हाधिकारी तथा सार्वजनिक साधन,
जिल्हा नियोजन समिती, पालघर.

सहपत्र ब

उहाणू प्रकल्पाच्या कार्यक्षेत्रातील २५ शासकीय आश्रमशाळांचे सौर ऊर्जेद्वारे विद्युतीकरण करणे यधील समाविष्ट शासकीय आश्रमशाळांची यादी

आ.क्र.	शासकीय आश्रमशाळेचे नाव	तालुका
१	शासकीय आश्रमशाळा, अदिसरी	उहाणू
२	शासकीय आश्रमशाळा, खंबाळे	उहाणू
३	शासकीय आश्रमशाळा, सायवन	उहाणू
४	शासकीय आश्रमशाळा, दावाडी	उहाणू
५	शासकीय आश्रमशाळा, रावा	उहाणू
६	शासकीय आश्रमशाळा, महालक्ष्मी	उहाणू
७	शासकीय आश्रमशाळा, रणवरीक	उहाणू
८	शासकीय आश्रमशाळा, तसे	उहाणू
९	शासकीय आश्रमशाळा, अस्वाली	उहाणू
१०	शासकीय आश्रमशाळा, धामनगाव	उहाणू
११	शासकीय आश्रमशाळा, काळमदेवी	उहाणू
१२	शासकीय आश्रमशाळा, चळणी	उहाणू
१३	शासकीय आश्रमशाळा, वरखंडा	उहाणू
१४	शासकीय आश्रमशाळा, कांदरवाडी	उहाणू
१५	शासकीय आश्रमशाळा, रायणे	तलासरी
१६	शासकीय आश्रमशाळा, बरवाडा	तलासरी
१७	शासकीय आश्रमशाळा, डोंगरी	तलासरी
१८	शासकीय आश्रमशाळा, गिरगाव	तलासरी
१९	शासकीय आश्रमशाळा, सुत्रकार	तलासरी
२०	शासकीय आश्रमशाळा, जपलाट	तलासरी
२१	शासकीय आश्रमशाळा, सधवा	तलासरी
२२	शासकीय आश्रमशाळा, झाई	तलासरी
२३	शासकीय आश्रमशाळा, भेंडवण	पालघर
२४	शासकीय आश्रमशाळा, खुटल	पालघर
२५	शासकीय आश्रमशाळा, नाविदली	पालघर

(डॉ. प्रशांत भारतगरे)
जिल्हाधिकारी तथा सदस्य सचिव,
जिल्हा नियोजन समिती, पालघर.



महाराष्ट्र जीवन प्राधिकरण

४ था मजला, एम्सट्रेस टॉवर्स, नरिमन पॉइंट, मुंबई - ४०० ०२१.
दुरध्वनी : २२०२६२४९, २२८३५२५७, २२०२५३५४ (फ्रीट)
ई-मेल पत्ता : ms@mjp.gov.in, headquarters@mjp.gov.in
वेब पत्ता : https://mjp.maharashtra.gov.in

पी. खैलरासु भा. प्र. से.
सहाय्य सचिव

जा.क्र.मजीप्रा/सस/अअ(यां)/

५३०

दिनांक : १९ जून, २०१९

प्रति,

विभागीय व्यवस्थापक,

महाऊर्जा, १०१२/अ, १० वा माळा

एम्बेसी सेंटर, नरिमन पॉइंट,

मुंबई - ४०००२९

विषय : महाराष्ट्र जीवने प्राधिकरण दैनंदिन देखभाल दुरुस्ती करत असलेल्या पाणी पुरवठा केंद्रांवर व पाणी पुरवठा योजनांवर RESCO मॉडेल अंतर्गत सौर उर्जा प्रकल्प उभारणीबाबत.

संदर्भ : आपले कार्यालयीन पत्र क्र. मेडा-मुंबई/जनरल/२०१८-१९/६७९, दि.१४.५.२०१९

वरील संबधीय पत्रानुसार, विषयवर्कित कामाच्या अनुषंगाने महाराष्ट्र जीवन प्राधिकरणाच्या पाणी पुरवठा केंद्रांवर व पाणी पुरवठा योजनांवर सौर उर्जा प्रकल्प राबविण्यासाठी, प्रकल्प सल्लागार म्हणून मेडा संस्थेतर्फे तपासणी करून योजना निहाय घोषवारा सादर करण्यात आला आहे. त्याची प्रत्यक्ष मजीप्राच्या अभियंत्यामार्फत फेर तपासणी केली असून सोबत २९ योजनांच्या जोडलेल्या विवरण पत्रानुसार सौर उर्जा प्रकल्प उभारणी संबंधी आपणामार्फत पुढील कार्यवाही करण्यात यावी.

मजीप्राच्या संचालक मेडाच्या १४३ व्या बैठकीत ठरल्यानुसार शुल्क मेडा संस्थेस आदा करण्यात येईल.

सहपत्र : वरीलप्रमाणे योजनांचे विवरण पत्र.

(पी. खैलरासु)
सहाय्य सचिव

प्रत : मुख्य अभियंता, म.जी.प्रा. प्रादेशिक विभाग नागपूर/अमरावती/नाशिक/पुणे यांना माहितीसाठी व पुढील त्वरित कार्यवाहीसाठी.

प्रत : अधीक्षक अभियंता, म.जी.प्रा. मंडळ नागपूर/चंद्रपूर/अमरावती/अकोला/नाशिक/पुणे/संगली यांना माहितीसाठी व पुढील त्वरित कार्यवाहीसाठी.

प्रत : कार्यकारी अभियंता (यां), म.जी.प्रा.मंडळ नागपूर/चंद्रपूर/अमरावती/अकोला/नाशिक/पुणे/संगली यांना माहितीसाठी व पुढील त्वरित कार्यवाहीसाठी.

(महाराष्ट्र प्रगसन उपक्रम)

पाणी हे जीवन आहे ! पाण्याची कळत करा

MAHARASHTRA JEEVAN PRADHIKARAN

Statement of MJP Water Works & water supply schemes for Ongrid Solar power Plant Under RESCO

Sr.no	Name of scheme	Dist.	Location H/W or WTP	Working Load in kW	Proposed capacity of solar plant kWp
1	2	3	4	5	6
NAGPUR REGION					
1	Nagpur Periurban	Nagpur	WTP	480	480
2	Pimpri Meghe	wardha	WTP	97.5	35
3	Ballarpur	Chandrapur	WTP	238.6	235
4	Gondia	Gondia	WTP	45	45
5	Aheri	Gadchiroli	WTP	22.36	22
6	Goregaon	Nagpur	WTP	48	48
7	Arvi	wardha	WTP	78.33	40
8	Tiroda	Gondia	H/W	45	35
9	Werna	Nagpur	H/W	350	334
AMARAWATI REGION					
10	Chikaldara	Amravati	Bir Talav PS	20	20
11	156 village	Amravati	WTP	120	120
12	105 villages	Amravati	WTP	45	45
13	Maipathar	Amravati	Fetra WTP	394	150
14	Manora & 25 Villages	Washim	WTP	144	144
15	Karanja	Washim	WTP	35	35
NASHIK REGION					
16	Chandwad	Nashik	WTP	10	10
17	Dhahiwal	Nashik	WTP	5	5
18	Defence	Nashik	WTP	335	320
19	Ozer Sakore	Nashik	WTP	50	50
20	nalgaoan	Nashik	WTP	5	5
21	Igatpur	Nashik	WTP	40	40
PUNE REGION					
22	Top	Kolhapur	WTP	15	15
23	Chakan	Pune	WTP	150	150
24	Satara Lashkar	Satara	WTP	446	314
25	Gandhinagar	Kolhapur	WTP	270	70
26		Kolhapur	Booster P/S	37.5	37.5
27	Shirbhavi	Solapur	WTP	750	750
28	Panhala	Kolhapur	Booster P/S	75	75
29	Tanang	Sangli	WTP	63	25
Total kWp					3658



MAHARASHTRA ENERGY DEVELOPMENT AGENCY

(A Government of Maharashtra Institution)

Division Office, Mumbai

1012/A, 10th Floor,
Embassy Centre,
Nariman Point,
Mumbai - 400 021,
Tel. : 022-22876436
Fax : 022-22821055
E-mail : medamumbai@mahaurja.com

DOMEDA-Mumbai/General/2019-20/W3Z.

Date: 14th February 2020

To,
Shri Keshav Jadhav
ADC/Estate Manager,
SEEPZ-SEZ

Sub: Proposal for Implementation of Solar Power Project by MEDA & appointment of PMC at 3% consultancy charges.

Ref: Your Letter No. SEEPZ-SEZ/ESTATE/RSP/265/2016-17/01739 dated 24th January 2020


Respected Sir,

With Reference to above subject, the details of the work executed by us are given below for your information

Sr. No.	Name of Work	Name of Department	Capacity	PMC Charges
1	Implementation of 486 kWp Grid Connected Ground Mounted Solar PV System for MADC Shirdi Airport, Pimpri Lokai, Shirdi, Ahmednagar	M/s Maharashtra Airport Development Company	486 kWp	5% of Total Project Cost
2	Electrification of Water Supply Scheme and Water Treatment Plant through Solar Photovoltaic Energy under Amrut Yojana	Urban Development Department (Govt. of Maharashtra)	Varies Depending on requirement.	3% of Total Project Cost
3	Electrification of Various Government Offices through Solar Photovoltaic Energy in Urban and Rural Area of Mumbai Divisional Office	DPDC	Varies Depending on requirement.	5% of Total Project Cost
4	Electrification of Water Supply schemes through Solar Photovoltaic Energy under RESCO Model	Maharashtra Jeevan Pradhikaran (MJP)	Varies Depending on requirement.	3% of Total Project Cost

Along with above projects, MEDA is providing Technical services to Forest Department, CIDCO, and Textile Department etc. This is for your information and necessary action please.

- Encl: 1) Copy of Letter of Acceptance from MADC
2) Government Resolution of Urban Development Department no. AMRUT 2017/PRA.KRA. 285/NAVE-33 dated 17/12/2018
3) Copy of Administrative Approval of DM Palghar
4) Copy of Letter of Acceptance from Maharashtra Jeevan Pradhikaran (MJP)


Divisional General Manager
Maharashtra Energy Development Agency
Mumbai

Dated: 20.02.2020

No: SECI/PS/112/2019/36204

Shri. C. P. Singh (I.R.S)
Joint Development Commissioner
SEEPZ-Special Economic Zone
Office of the Development Commissioner, Andheri (East)
Mumbai 400 096 Maharashtra

Subject: Installation of Grid-connected Rooftop Solar Systems on Government Buildings

Sir,

We would like to inform that presently SECI is operating a scheme for "Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of Rooftop Solar PV System". An achievement linked incentive of up to 25% (60% for Special Category States) of the project cost is available under this tender.

Under this Scheme, the projects can be installed in CAPEX or RESCO modes. In CAPEX mode, the rooftop owner will purchase the solar plants whereas in RESCO mode the vendor will bear the cost of solar plant and the rooftop owner will purchase the power generated by the solar plant.

The Power Purchase Agreement (for RESCO projects) or EPC Agreement (for CAPEX projects) has to be signed between the SECI's vendor and Building representative. These standard documents have been vetted by Ministry of Finance and Ministry of Law & Justice. The bidder is required to submit the copy of signed PPA/EPC Agreement and the DPR of the project to SECI for sanction under the scheme.

The list of successful bidders along with their contact details have been published on SECI's website. Any of the successful bidders can be contacted to initiate the project.

M/s Aditya Green Energy Private Limited is one of the successful bidder of the scheme. M/s Aditya Green Energy Private Limited has informed us that they have approached your good office with a proposal to install Rooftop solar under SECI's scheme. It is being conformed that they are eligible to take up your project and you may proceed to signing of agreement with them.

As the projects have to be commissioned by 15-10-2020 and this is the last Scheme for Government buildings with incentives, we request an early approval so that the benefits of scheme can be availed.

Thanking you,

Yours faithfully,

(R. K. Jain)
A. G. M. (Solar)

Pl. put up immediately
20/2

Kellla, D.

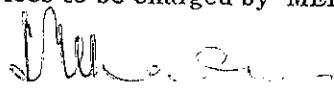
SOLAR POWER PROJECT DEVELOPMENT BY MEDA

1. MEDA will carry out project implementation from concept to commissioning. MEDA have confirmed that PMC Charges, as decided by Govt of India shall be @3% of the Project cost and can be paid in three stages of project implementation to be decided by SEEPZ.
2. It will take about 10-12 months for completing the project.
3. Under CAPEX Model roof top owner will bear the entire cost of the project. As per circular of Ministry of New & Renewable Energy, Govt of India dt 21-07-20. the Cost of the Project for the capacity of 200 to 500KW is @Rs36/per Watt for the financial year 2020-2021. In terms of MW, the same translates to Rs3.6 Crore per MW.
4. Under the CAPEX Model, AMC of the Project will be undertaken by MEDA at their cost & risk for a period of 5 years from the date of completion of the project.
5. After 5 years of completing the AMC, MEDA will hand over the Project to SEEPZ.
6. Subsequently AMC of the Plant under taken by MEDA on chargeable basis. AMC charges may vary from 1% to 1.5%
7. Under RESCO Model, the upfront cost of the Project is to be borne by the Solar Plant Developer and will take full responsibility to construct the project from initial stage of the Project development such as survey of site, preparation of DPR, placing the order for equipment supply, testing & commissioning and, thereafter, carrying out AMC of the Project till 25 years with its full ownership resting on the developer. Dev will sell Electricity to SEEPZ at predetermined rate(@Rs3.6/- per unit) for 25 years.

CAPEX MODEL	RESCO MODEL
<ol style="list-style-type: none"> 1. SEEPZ will require to make upfront expenditure, 2. AMC will cost to SEEPZ @1% of the Project cost 3. SEEPZ can sell Electricity so generated from the Plant to the unit holders or in the open market. Project cost can be recovered within 3 years from the revenue generated by selling the electricity 4. 1MW capacity solar plant will generate=1000KWx5units per dayx30daysx12 months=18,00,000(1.8MU) per year and the same can be sold to the Unit Holders @Rs6.0/-Revenue generated=-Rs 1.8MU*Rs6.0/=Rs1.08-Crores per year 4. Cost recovery period =R3.6 crores(cost of the Project)/Rs1.08(Revenue)- 3.3years 	<ol style="list-style-type: none"> 1. In RESCO Model SEEPZ need not to make any expenses towards Project implementation or AMC charges 2. 3. SEEPZ will get Electricity at discounted rate of @ Rs3.6/-per unit against the current Elect Tariff of DISCOM of Rs11/-per unit being charged by Adani Elect. Therefore saving for SEEPZ & unit holders both is of Rs(11-3.6)=R7.4/-per unit 3. ownership of the Plant will rest with the developer for the agreed period of 25 years.

Conclusion: In CAPEX Model Monetary gain is more compared to that of RESCO Model, but RESCO model is free from any obligation/responsibility related to capital investment or maintenance of plant for 25 years. Technically, both the models are equally good. Though Capex model has already been approved in authority meeting.

However, RESCO Model will suit more to SEEPZ compared to CAPEX Model, as SEEPZ(Rooftop owner) will remain free from obligation of investing any capital for construction and subsequently AMC of the Project, except bearing 3% expenses towards PMC services to be charged by MEDA.


S.C.Sharma
Tech. Advisor

766

Date: 14-09-20

NOTE

Subject :- SOLAR POWER PROJECT -PPA

Ref :-SEEPZ-SEZ/ESTATE/RSP265/2016-17/08868 dt 11/08/20

MEDA , vide letter no DO/MEDA-Mumbai/SEEPZ/2020-21/141 dt 09th Sept'20 have requested us to sign PPA with their empanelled contractor M/s EURJA Infrastructure, 611 Goldcrest, Business Park, LBS Marg, Ghatkopar, West, Mumbai-400086 for implementation of Solar Power Project under RESCO Model and submit by 17-09-20 , in order to enable them to achieve the target of completing the 10MW Project set by MNRE, Govt of India ,during the financial year 2019-20. They have already finalized their contractor through E-tendering and tariff rate @Rs2.74/- per unit as per Govt approved procedure for carrying out the implementation of the project in RESCO Model under the first cum first serve basis..

As a sample, one set of PPA signed by MES M/s with EURJA Infrastructure, in RESCO Model and tariff @Rs2.74 is also attached for reference.

Signing the PPA is merely a consent from our side to go ahead with the proposal for implementing the solar power in RESCO Model and tariff rate @Rs2.74/- per unit and does not bind us for any kind of financial obligation , whatsoever.

Further, PPA document is duly vetted by Dept of Legal Affairs, Ministry of Law & Justice and Dept of Expenditure, Ministry of Finance

Following documents are attached for reference.;

- 1)Sample of PPA to be signed by Seepz-SEZ
- 2) Copy of similar type of PPA, signed by MES Ministry of Defense, with the contractor of MEDA,
- 3) Letter from MEDA

S.C. Sharma

S.C.Sharma
Tech Advisor

Mr. Harish Chaudhry
Estate Manager

✓ Mrs Rekha Nair
UDC

584156
15/9/20

465
Date: 15-09-20

NOTE

Subject :- SOLAR POWER PROJECT -PPA

Ref :-SEEPZ-SEZ/ESTATE/RSP265/2016-17/08868 dt 11/08/20

MEDA, vide letter no DO/MEDA-Mumbai/SEEPZ/2020-21/141 dt 09th Sept'20 have requested us to sign **Power Purchase Agreement (PPA)** with their empanelled contractor M/s EURJA Infrastructure, 611 Goldcrest, Business Park, LBS Marg, Ghatkopar, West, Mumbai-400086 for implementation of Solar Power Project under **Renewable Energy Service Company (RESCO)** Model and submit by 17-09-20, in order to enable them to achieve the target of completing the 10MW Project set by **Ministry of New & Renewable Energy(MNRE)**, Govt of India, during the financial year 2019-20. They have already finalized their contractor through E-tendering and tariff rate @Rs2.74/- per unit as per Govt approved procedure for carrying out the implementation of the project in RESCO Model under the first cum first serve basis..


As a sample, one set of PPA signed by **Military Engineering Services (MES)** M/s with EURJA Infrastructure, in RESCO Model and tariff @Rs2.74 is also attached for reference.

Signing the PPA is merely a consent from our side to go ahead with the proposal for implementing the solar power in RESCO Model and tariff rate @ Rs2.74/- per unit and does not bind us for any kind of financial obligation, whatsoever.

Further, PPA document is duly vetted by Dept of Legal Affairs, Ministry of Law & Justice and Dept of Expenditure, Ministry of Finance

Following documents are attached for reference.;

- 1) Sample of PPA to be signed by Seepz-SEZ
- 2) Copy of similar type of PPA, signed by MES Ministry of Defense, with the contractor of MEDA,
- 3) Letter from MEDA


15.9.2020

Mr. Harish Chaudhary
(ADC/ Estate Manager)
SEEPZ-SEZ



MAHARASHTRA ENERGY DEVELOPMENT AGENCY

(A Government of Maharashtra Institution)

Division Office, Mumbai

1012/A, 10th Floor,
Embassy Centre,
Nariman Point,
Mumbai - 400 021.
Tel. : 022-22876436
Fax : 022-22821065
E-mail : medamumbai@mahaurja.com

DO/MEDA-Mumbai/SEEPZ/2020-21/141

Date :- 09th Sept, 2020

To,
Hon'ble Estate Manager
SEEPZ - SEZ
Andheri (E)
Mumbai - 400093

Sub :- Electrification of SEEPZ - SEZ offices through
Roof Top Solar Photovoltaic Energy - RESCO Model.

Ref :- 1. Letter of MNRE Govt of India New Delhi No. 318/53/2018 GCRT
Dated.- 07/02/2019.
2. Letter of MEDA Pune No. MNRE - GCRT - Government Sector/
EOI/2019-20/2199 Dated :- 02/07/2019.

With to reference to above subject and as per reference no.1 Ministry of New and Renewable Energy Govt. of India, New Delhi has given target of 10 MW for State of Maharashtra for Project Under RESCO Model.

As per reference no.2 MEDA Pune (State Nodal Agency) has finalized tariff for PPA for project under RESCO Model for the financial year 2019-20 through E-Tender and selection of vendors and their area of allocations Copy of same is enclosed herewith.

Since the above incentive scheme for 10 MW is time bound & to be allotted on first cum first serve basis. Therefore you are requested to submit proposal of SEEPZ buildings with PPA before 17/09/2020.

(Shivaji Bodke)

Project Executive Officer
MEDA Mumbai

Encl : As Above

7/19

F.No. 318/53/2018-GCRT
Government of India
Ministry of New & Renewable Energy

Block No. 14, CGO Complex
Lodi Road, New Delhi-110003
Dated: 7th February 2019

ORDER

Subject: Allocation of 10.0MW capacity to Maharashtra Energy Development Agency (MEDA) for installation of grid connected rooftop solar power plants under Achievement Linked Incentive Scheme for Government Sector.

With reference to online proposal received from MEDA on SPIN Portal (proposal id: 812/10/2018/sna dated 22-10-2018) for implementation of 20 MW grid connected roof top solar power plants in various Government buildings in Maharashtra, I am directed to convey sanction of President of India for allocation of 10.0 MW capacity to MEDA as per provisions of 'Achievement Linked Incentive Scheme for Government Sector' issued by MNRE vide no. 03/88/2015-16/GCRT dated 30/03/2017.

2. The project commissioning timeline shall be 15 months from the date of MNRE sanction or timeline specified in the work order, whichever is less. The work orders has to be placed by MEDA within six months from date of sanction from the Ministry, failing of which the balance sanction capacity for which the work orders are not issued within stipulated period will be automatically cancelled. This Ministry shall also be kept appraised about the progress of the project related activities on monthly basis by MEDA.

3. MEDA will follow all the terms and conditions stipulated in the Administrative Approval of the above mentioned programme no. 03/88/2015-16/GCRT dated 30.03.2017 and amendments thereof. For calculation of incentives, the revised benchmark cost of FY 2018-19 and as amended from time to time would be applicable for the project. The phase II of the scheme is under consideration of approval by CCEA and if approved, no capacity under Government sector will be sanctioned to the state of Maharashtra under Ph-II of the scheme till it has capacity still pending for completion under the present Ph-I of scheme.

4. MEDA shall be liable for recovery of the whole or part amount of the incentives, with applicable penal interest, in case of non-compliance of the provisions of the scheme.

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

6. In terms of the Rule 230 (1) of GFR, MEDA will certify that it has not obtained or applied for grants for the same purpose or activity from any other Ministry or Department of the Government of India or State Government.

7. In terms of provisions contained in Rule 236(i) of GFR 2017, the account of MEDA shall be open to inspection by the sanctioning authority and audit (both by CAG of India and

MEDA MUMBAI INWARD
Date:- 29/01/2020
No.:- 169/21

Page 1 of 2

Samax
RES CO FILE

for 29/1/2020

Internal Audit by the Principal Accounts Office of the MNRE), whenever the organization is called upon to do so.

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

9. As per Rule 234 of GFR-2017, the sanction has been entered at S. No. 81 & Page No. 15 in the Expenditure Register of this Division.

10. This issues with the approval of Secretary, MNRE.



(H. C. Borah)
Scientist C

Phone No: 011-24360707/1054

To
Director General
MEDA
MHADA Commercial Complex, II floor,
Opp. Tridal Nagar, Yervada
PUNE - 411 006 (Maharashtra)

Copy to

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



(H. C. Borah)
Scientist C

एमएनआरई-जीसीआरटी-गव्हर्मेंट सेक्टर/ईओआय/२०१९-२०/२१९९

दि. ०२ जुलै, २०१९

प्रति,

मा. जिल्हाधिकारी,
जिल्हाधिकारी कार्यालय,
जिल्हा - मुंबई उपनगर

विषय- राज्यात शासकीय इमारतींवर केंद्र शासनाच्या कामगिरी आधारित प्रोत्साहनपर (Achievement linked incentives) योजनेंतर्गत १० मे.वॅ. क्षमतेच्या उद्दिष्ट मंजूरीनुसार पारेषण संलग्न सौर रुफ टॉप विद्युत संयंत्र / प्रकल्प आस्थापित करण्याकरीता योजनेची माहिती पाठविणेबाबत.

संदर्भ - केंद्र शासनाचे १० मे.वॅ. क्षमतेचे उद्दिष्ट मंजूरी पत्र क्र. एफ.नं. ३१८/५३/२०१८-जीसीआरटी, दि. ७/२/२०१९

महोदय,

राज्यात केंद्र शासनामार्फत कामगिरी आधारित प्रोत्साहनपर योजनेंतर्गत वित्तवर्ष २०१८-१९ मध्ये शासकीय इमारतींवर सोलर रुफटॉप प्रकल्प आस्थापित करण्यासाठी संदर्भिय पत्रान्वये १५ महिने कालावधीत एकूण १० मे.वॅ. क्षमतेचे उद्दिष्ट मंजूर करण्यात आले आहे.

सदर योजना RESCO Mode अंतर्गत राबविण्याकरीता महाऊर्जामार्फत दि. ८ मार्च, २०१९ रोजी स्वारस्याची अभिव्यक्ती (Expression of Interest) ई-निविदेची प्रक्रीया करून ८ उत्पादक पात्र ठरविण्यात आले आहे. सदर ८ उत्पादकांची यादी, योजनेची माहिती, वीज विक्री कराराचे प्रारूप व योजना राबविण्याकरीता कार्यपध्दती माहितीस्तव या पत्रासोबत जोडण्यात येत आहे. त्याचप्रमाणे सदर योजनेंतर्गत CAPEX Mode द्वारे सुध्दा प्रकल्प आस्थापित करता येतील. उत्पादकामार्फत RESCO Mode अंतर्गत प्रकल्प आस्थापित करण्याकरीता खालीलप्रमाणे न्युनतम प्रती युनिट दर प्राप्त झाला आहे.

Sr. No.	Project Capacity	Tariff (Rs/lcWh)*
1.	Above 10 to 100.kW	2.7400
2.	Above 100 to 500 kW	2.7395

वरील अनुषंगाने आपणास विनंती करण्यात येते की, सदर योजनेची अंमलबजावणी करण्याकरीता इच्छुक असलेल्या शासकीय विभागांना आपल्या स्तरावर सूचित करून त्यांचा प्रस्ताव अंतिम दि. १५ जुलै, २०१९ पर्यंत महाऊर्जा कार्यालयास सादर करण्यासंदर्भात कळविण्यात यावे, ही विनंती.

प्र. व्यवस्थापक (सौर)

सोबत : वरीलप्रमाणे

प्रादेशिक संचालक, ऑफीस नं १०८, पहिला मजला हर्मिस सेंटर, संव्हे नंबर १८५ अ व १९९,
शास्त्रीनगर, येरवडा, पुणे.....माहितीस्तव

२. विभागीय महाव्यवस्थापक, महाऊर्जा विभागीय कार्यालय, मुंबई, महाराष्ट्र ऊर्जा विकास अभिकरण,
१०१२ ए, १० वा मजला, एम्बेसी सेंटर, नरीमन पॉईंट, मुंबई - ४०० ०२१.



सत्यमेव जयते

महाराष्ट्र ऊर्जा विकास अभिकरण (महाऊर्जा)
महाराष्ट्र शासन
त्रिदलनगर समोर, चेखवडा, पुणे ४११ ००६

Maharashtra Energy Development Agency (MEDA)
Government of Maharashtra
Opp. Tridal Nagar, Yerwada, Pune - 411 006.



REN/ Govt. Build/ Resco Work order/CR-1/Solar/2019-20/2206

Date: 2nd July, 2019

To
M/s. Eurlja Infrastructure,
611, 6th Floor, Goldcrest Business Park,
LBS Marg Ghatkopar West Mumbai-86.

Sub: Work Order for Implementation of 1.6 MW Solar PV Power Plants under RESCO mode in the Mumbai division on Government buildings in Maharashtra State.

Ref:- 1) MEDA EoI no. 2019_MEDA_437253_1
2) Your acceptance letter dated 30.05.2019.

Sir,

With reference to the above-cited subject, Maharashtra Energy Development Agency, MEDA is pleased to issue work order for tariff of Rs. 2.7400/- per kWh (>10-100 kW) & Rs.2.7395/- per kWh (>100-500 kW) for Grid Connected Rooftop Solar PV Project under RESCO Mode.

1.0 - AWARD OF CONTRACT AND ITS SCOPE

1.1.-The scope of work inter-alia includes the following -

"Site Survey, Planning, Design, Engineering, Manufacturing, Supply, Storage, Civil work, Erection, Testing & Commissioning of the Grid Connected Rooftop Solar PV Project including Operation & Maintenance (O & M) of the project for a 05 (Five) years under CAPEX and for a period of 25 (Twenty - Five) Years under RESCO Mode."

1.2 - The Scope of the work would essentially cover, but not limited to Site Survey of Identified Rooftops/Identification of New Roof tops, Site Visit, Solar Potential Assessment, Finalization of Feasibility Report for Identified locations, Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing, Commissioning, Submission of Project Proposals, ensuring net metering as per the State/MERC/DISCOM's Policy, quality control of the grid connected rooftop Solar PV Project including Operation & Maintenance (O & M) of the project for a of 05 (Five) years under CAPEX and for a period of 25 (Twenty - Five) Years under RESCO Mode.

1.3 - The cost of providing roof access, walkways, ladder, cost of contract demand enhancement charges/transformer or load upgradation /control panel/CT/PT if required, additional AC incomer cable above 100 mtr/any additional work required by MSEDCL/Electrical Inspectorate etc. if required shall be borne by respective beneficiary department / establishment. These costs are not considered in the rates for empanelment due to varying cases to case or location specific requirements.

Z:\FG-2 Dept. 2019\50\enquiry Building - 10 MW\Work Order\EMTA.doc

1.4 - The required area of roof for setting up the solar project will be provided by the beneficiary department free of cost for the PPA tenure.

1.5 - The solar panels, inverter and balance of plant equipments etc. shall be as per the MNRE approved specifications i.e. IEC/BIS certified.

1.6 - Any additional modification work (other than clause no. 1.1 to 1.5) of the rooftops in order to implement the system / project shall be in your scope. In addition to the identified rooftop proposal from MEDA side, you may also come up with their suitable / feasibility potential roof top proposals for Government Buildings under different Ministries of Central and / or State.

1.7 - The Scope of work under this work order shall also include all such items which are not specifically mentioned in the EoI documents and / or your bid but are necessary for the successful completion of the scope under the contract for the implementation of 10 MW Grid connected Rooftop solar PV system scheme for Government Building under CAPEX and / or RESCO model, unless otherwise specifically excluded in the EoI documents.

1.8 - You shall be liable solely and severally for the execution of the project in accordance with terms & conditions of the EoI documents.

1.9 - Broadly in following categories of building can be considered for implementation of the rooftop solar PV project in RESCO mode:

Sr. No.	Category	Coverage of Building
1	Government Buildings	Buildings of Both Central & State Government, local Government covering all Government office.
2	Government Institution	Government institutions, public sector Undertakings, all buildings owned by Government owned societies, companies, corporations, institutions or organizations, Government educational / health institutions.

2.0 - ALLOCATED CAPACITY ALONG WITH PROJECT COST AND / OR TARIFF

2.1 - The details of allocated capacity along with project cost and / or tariff as per the following break-up

Sr. No	Total Capacity of Project under CAPEX / RESCO Model (in MW)	Individual Capacity in KW	Project	Tariff / kwh (in INR)
01	1.6	Above 10 to 100 KW		2.7400
		Above 100 to 500 KW		2.7395

MAHARASHTRA ENERGY DEVELOPMENT AGENCY

3.0 - DISBURREMENT OF INCENTIVE

3.1 - The Incentive structure applicable is tabulated below -

Sr. No	Project Capacity	Achievement vis-a-vis target allocation	Incentive considering as per MNRE benchmark cost Office Memorandum dated 15.6.18
1	Above 8 MW (Sanctioned Period up to 30 th April 2020)	80% and above within the sanctioned period	Rs. 15,000/- per kW (1 to 10 kW) - For CAPEX Rs. 13,750/- per kW (10 to 100 kW) - For RESCO's & CAPEX Rs. 13,250/- per kW (100 to 500kW) - For RESCO's & CAPEX
2	8 MW to 5 MW (Sanction Period up to 30 th April 2020)	Below 80% & above 50% including 50% within the sanctioned period	Rs. 9000/- per kW (1 to 10 kW) - For CAPEX Rs. 8,250/- per kW (10 to 100kW) - For RESCO's & CAPEX Rs. 7,950/- per kW (100 to 500kW) - For RESCO's & CAPEX
3	5 MW to 4 MW (Sanction Period up to 30 th April 2020)	Below 50% and above 40% including 40% within the sanctioned period	Rs. 6000/- per kW (1 to 10 kW) - For CAPEX Rs. 5,500/- per kW (10 to 100kW) - For RESCO's & CAPEX Rs. 5,350/- per kW (100 to 500kW) - For RESCO's & CAPEX
4	Below 4 MW	Below 40% within the sanctioned period	Nil

3.2 - The incentive shall be released after commissioning of the project and submission of Project Commissioned Report (PCRs) at the end of sanctioned period and submission of original audited statement of Expenditure (SOE). You will also make the sites / premises available for inspection by MNRE/SECI/MEDA or its designated team / agency. Minimum 40% of the sanctioned capacity has to be installed in order to avail incentives as per the above table 3.1.

3.3 - MEDA may consider to release incentive on case to case basis depending on the actions taken by you and subject to meeting the following conditions -

- The rooftop SPV power plant should be completed as per the scope of EoI and above clause no. 1.1
- The rooftop SPV power plant must get CEIG inspection certificate
- Intimated to the concerned DISCOM; You shall intimate the concerned DISCOM regarding implementation of grid connected rooftop solar PV projects and submit the copy of same to MEDA for the purpose of release of incentive.
- Owner Consent: In case you are not the owner of the project, subsidy shall be released to you after written consent of the rooftop owner only. For RESCO project owner shall be you.

4.1 - The schedule for completion of project shall be 30.4.2020 for all contractual purposes.

4.2 - If you fail to commission the sanctioned project within specified time i.e. on or before 30.4.20, no incentive shall be disbursed to you.

5.0 - Further, Division wise capacity allotment, brief information about scheme & Methodology for the said scheme is attached herewith for your necessary action. The scope of work and all relevant terms and conditions are applicable as per EoI.

6.0 - Force Majeure: It shall mean any event beyond the reasonable control of you and which is unavoidable notwithstanding the reasonable care of you.

7.0 - Judiciary:

7.1 - In case of CAPEX Mode: Any dispute or difference arising between your company & Beneficiary department out of any of the terms of this contract or its interpretation, the same shall be referred to the Director General, MEDA or their nominees, appointed from time to time. The final decision taken by Director General, MEDA or the nominees, will be binding on both the parties.

7.2 - In case of RESCO Mode: Any dispute or difference arising between the Beneficiary Department and your company, out of any of the terms of this contract or its interpretation, the same shall be referred to the concern department head or the nominees, appointed from time to time. The final decision taken by concern department head or competent authority of the department or the nominees will be binding on both the parties.

8.0 - JURISDICTION: - If any dispute differences arising under out of or in contribution with this tender or contract if concluded shall be subject to the exclusive jurisdiction of concern beneficiary department place.

9.0 - You are entitled to receive the incentive based on the achievement as per the provision under the MNRE scheme. You shall put all efforts to achieve above target on or before 30 April, 2020. You shall keep us updating the progress of capacity addition, proposals in hand etc., before 10th of every month to MEDA.

10.0 - All other terms and conditions shall be applicable as per the EoI documents.

Thanking you

Yours faithfully

General Manager (Solar)

The duplicate copy of this order may be sent duly signed and sealed as a token of acceptance of this order.

Authorized Signatory
Sign & Seal

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MAHARASHTRA ENERGY DEVELOPMENT AGENCY

CC:-

1. Regional Director,
MEDA, Pune
2. Divisional General Manager,
MEDA, Mumbai.

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MINUTES OF THE 41st AUTHORITY MEETING HELD ON 07.08.2020 UNDER THE
CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER & CHAIRPERSON, SEEPZ-
SEZ AUTHORITY

The following were present:

- | | | | |
|-------|--|---|------------------|
| (i) | Sh. Devendra Singh
Dy. DGFT, Mumbai | - | Member |
| (ii) | Sh. C.P.S. Chauhan
JDC, SEEPZ-SEZ | - | Member/Secretary |
| (iii) | Sh. Vijay Gujarati,
COO, M/s. EOS Power India Pvt. Ltd. | - | Member |
| (iv) | Sh. Ashish Kothari, Director
M/s. Jewalex India Pvt. Ltd. | - | Member |

The Chairperson welcomed the Members of the SEEPZ-SEZ Authority and thereafter Agenda was taken up for discussion.

Agenda Item No. 1 : Confirmation of the Minutes of the 40th Meeting held on
12.06.2020.

The Minutes of the meeting held on 12.06.2020 were approved with consensus.

**Agenda Item No. 2: Proposal for Hiring of Agency for scanning and
digitization of old records of SEEPZ SEZ Authority**

The Authority was briefed that the SEEPZ SEZ Authority has lot of old and current records of around 70000 nos. which is on files. The said records should be scanned and digitized so that it is easy to refer as and when required for years together and it will reduce the risk of records due to restricted entry. Authority was also apprised that on, scanning all the documents/records folder structure/ configuration management policy will be followed while storing the digitized data in the DVD/ hard disk and/or central storage.

Authority was informed that the Payment should be on completion of the Digitization, Scanning and deployment of Document Management System and on the basis of the quantity of documents digitized, scanned and uploaded.

After deliberation, the Authority approved the proposal for hiring of Agency for scanning and digitization of old records of SEEPZ SEZ Authority. Authority also directed that procurement may be made through GeM only. The service provider should ensure proper storage and backup of the data for easy access of records and also ensure that proper confidentiality is maintained of the records. The confidentiality agreement, should be entered with the service provider either in the format available of GeM or in a separate format if not available on GeM. Also, the backup of documents should be in adequate number of hard discs/server to avoid any loss of data in future.

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Agenda Item no. 13: Proposal for implementation of Solar Power Project by MEDA and appointment of PMC @ 3% as consultancy charges.

Authority was apprised that the implementation of the Solar Project of 5 MW with 1% PMC charges was approved in the 34th and 37th Authority meeting held on 11.05.2018 & 24.10.2019 respectively. However, on further discussion with MEDA, they insisted to work with 3% PMC charges only. Authority was also apprised by the Consultant Engineer that RESCO model, which involves no capital investment by Authority, would be more beneficial than CAPEX model.

After deliberation, Authority held the view that the Authority Engineer to expedite the matter and discuss with MEDA and draw a conclusion as to whether in RESCO model also, 3% PMC charges is liable to be paid by Authority when the responsibility of the project implementation from concept to commissioning lies with MEDA through developer other than Authority. It was further directed that this process should be completed within 15 days without loss of further time as it has already been delayed in correspondence with MEDA and other agencies.

The Meeting ended with a vote of thanks to the Chair.

This issues with the approval of the Chairperson of SEEPZ SEZ Authority.


15.08.20
(C.P. Singh Chauhan)
Secretary/Jt. Development Commissioner,
SEEPZ SEZ Authority

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**MINUTES OF THE 39TH AUTHORITY MEETING HELD ON 31.12.2019
UNDER THE CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER &
CHAIRPERSON, SEEPZ-SEZ AUTHORITY.**

The following were present:

- | | | | |
|-------|---|---|------------------|
| (i) | Shri. Devendra Singh
Dy. DGFT, Mumbai | - | Member |
| (ii) | Shri. Shishir B Nevatia
Director, M/s. Sunjewels Pvt. Ltd. | - | Member |
| (iii) | Shri C.P.S. Chauhan
JDC, SEEPZ-SEZ | - | Member/Secretary |
| (iv) | Shri Keshav Jadhav
ADC (Estate) | | |

The Chairperson welcomed the Members of the SEEPZ-SEZ Authority and thereafter Agenda was taken up for discussion.

Agenda Item No. 1 : Confirmation of the Minutes of the 38th Meeting held on 28.11.2019.

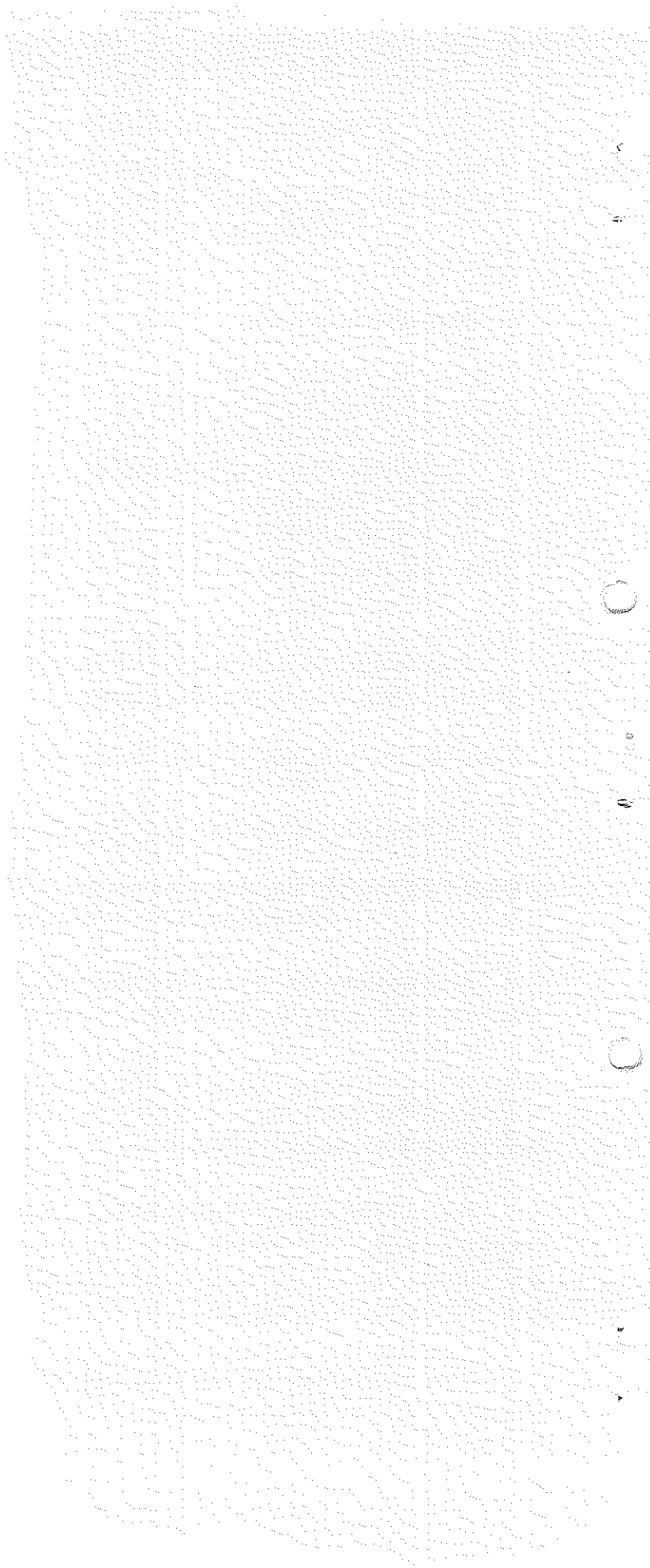
The Minutes of the meeting held on 28.11.2019 were approved with consensus.

Agenda Item No. 2: Hiring of security services for SEEPZ SEZ along with SEEPZ SEZ Residential Complex (Govt. Quarters)

The Authority was briefed that the existing contract for security services was awarded to M/s. Singh Intelligence Security Pvt. Ltd. @ Rs. 37,28,200/- per month i.e. Rs. 4,47,38,400/- per year which expires on 31.12.2019. The Authority was also informed that efforts were taken on GeM portal for selection of the agency. Authority was conveyed that M/s. Singh Intelligence Security was one among the lowest bidder by following Rule 149 (iii) of GFR 2017.

The Authority had obtained the satisfactory report from the Trade and the Committee headed by Specified officer w.r.t. the overall performance of the existing agency before selection for the next year. The report obtained from Committee and the SGJMA was found satisfactory.

After deliberation, the Authority held the view that M/s. Singh Intelligence Security Pvt. Ltd. being the existing security agency and aware of the security of the Zone and viewing the satisfactory report, agreed and approved that the tender may be



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Civil Engineer was asked to survey the entire drainage line from SDF-IV to existing septic tank and it was observed that the same needs to be replaced with sewer pipe lines and new manholes chambers of bigger dia size need to be constructed.

Authority was conveyed that this office vide letter dated 03.12.2019 has already asked MIDC to submit the detailed estimate with Standard Materials based on the current DSR and after received the estimate cost, submit the proposal in Next Authority Meeting for consideration. MIDC are yet to furnish their reply.

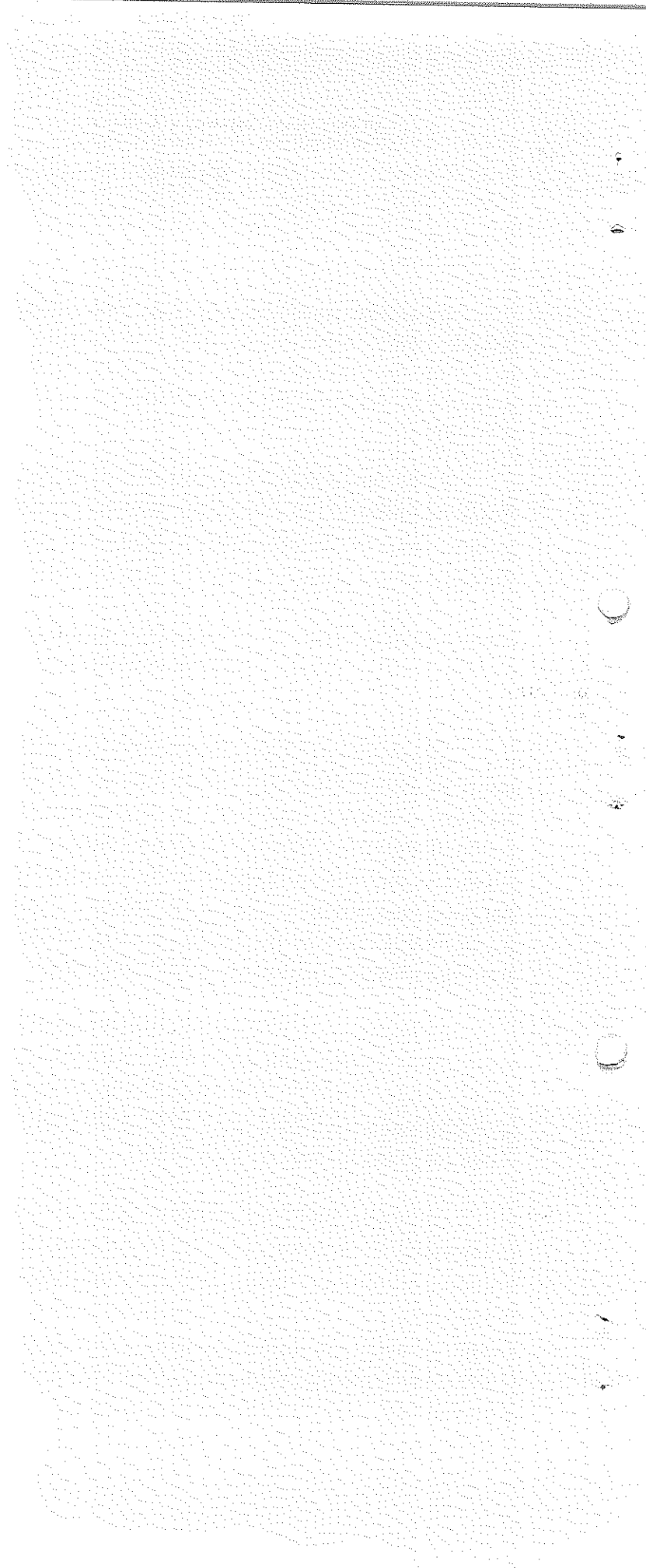
After deliberation, the Authority held the view that MIDC being the Special Planning Authority may be asked to furnish a detailed statement so that the drainage pipeline may be changed with a bigger dia and the cables thus ducted inside the drainage line may be laid in such a manner that there is no choke up.

Agenda Item no. 18 : Proposal for implementation of Solar Power Project by MEDA and appointment of PMC @ 3% consultancy Charges

The Authority was briefed conveying that the proposal for implementation of the Solar Power Project was placed in the 34th Authority meeting held on 11.05.2018 and the Authority approved the implementation of the project from concept to commissioning by MEDA with PMC charges @ 1%. However, since MEDA had submitted the revised charges @ 3% consultancy charges and the scope of work the proposal was placed before the Authority. Authority was informed that the entire investment is made by the Developer of the Solar Power Plant as appointed by MEDA and expenditure is not to be incurred by SEEPZ.

Authority was also conveyed that in the 37th meeting, the present proposal of solar power plant is only for 5 MW and looking at the requirements at the Zone, the possibility of a 25 MW Power project may be explored, which may be implemented in co-ordination with MEDA @ 1% PMC consultancy charges only as approved in the 34th Authority meeting held on 11.05.2018.

Authority held the view that MEDA may be asked to furnish the detailed work order of the work executed in any Govt. dept. in which they have kept charges @ 3% or more and further whether they have undertaken similar work in current fiscal year for less than 3%. It was also decided to write to Govt. agencies such as Solar Energy Corpn. Of India Ltd. informing them about the proposal and seeking suggestions as to whether the model is reasonable. Also MEDA may be asked to examine as to whether the Solar Project can be implemented w.r.t. the stability of the Bldg.





भारत सरकार / Government of India,
वाणिज्य एवं उद्योग मंत्रालय / Ministry of Commerce & Industry
सीपज़ - विशेष आर्थिक क्षेत्र प्राधिकरण / SEEPZ-Special Economic Zone Authority
अंधेरी (पूर्व), मुंबई - 400 096/ Andheri (East), Mumbai - 400 096
टेलि. / Tel.: 022-28294719 फेक्स / Fax: 28291385
ई-मेल / E-mail: dcseepz-mah@nic.in, वेबसाइट / Website: www.seepz.gov.in



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No. SEEPZ-SEZ/ESTATE/RSP/265/2016-17/01735

24th January, 2020

To,

Addl. General Manager (Solar)
Solar Energy Corporation of India Ltd.,
1st Floor, Prius Platinum, D-3,
District Centre, Saket,
New Delhi- 110017

SUB: Proposal for implementation of Solar Power Project by MEDA & appointment of PMC @3% Consultancy charges.

Sir,

This is to inform you that as MOC&I has directed to implement the roof top power project to this office, the proposal for implementation of Solar Power Project by MEDA (Maharashtra Energy Development Agency, a Govt. of Maharashtra undertaking) and its appointment as PMC @ 3% consultancy charges was placed before the 39th SEEPZ Authority Meeting held on 31.12.2019. During the Meeting, the Authority was briefed conveying that the proposal for implementation of the Solar Power Project was placed in the 34th Authority Meeting held on 11.05.2018 and the Authority approved the implementation of the project from concept to commissioning by MEDA with PMC charges @1%. However, since MEDA had submitted the revised charges @3% consultancy charges and the scope of work the proposal was placed before the Authority. Authority was informed that the entire investment is made by the Developer of the Solar Power Plant as appointed by MEDA and expenditure is not to be incurred by SEEPZ Authority.

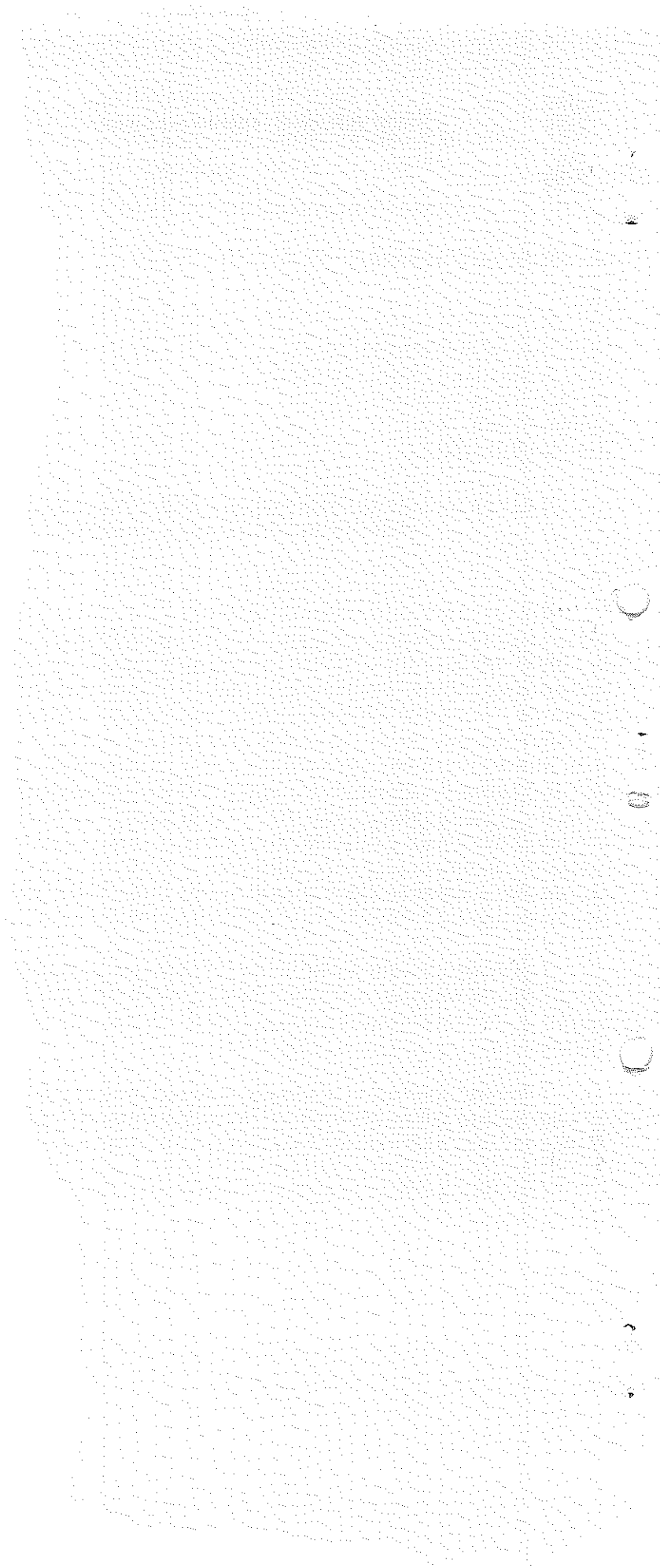
It was also conveyed that in the 37th Meeting, the present proposal of solar power plant is only for 5 MW and looking at the requirements of possibility of availability of 25MW power by means of distributor may be explored, which may be implemented in co-ordination with MEDA.

Authority directed to get suggestions/guidelines from Govt. agencies such as Solar Energy Corpn. Of India Ltd. & sought comments/guidelines, whether the charges for PMC work claimed by MEDA is reasonable or otherwise.

You are, therefore, requested to furnish the comments/suggestions on the PMC Charges.

Yours faithfully,

(CPS Chauhan)
JDC/Secretary,
SEEPZ-SEZ





भारत सरकार / Government of India,
वाणिज्य एवं उद्योग मंत्रालय / Ministry of Commerce & Industry
सीपेज - विशेष आर्थिक क्षेत्र प्राधिकरण / SEEPZ-Special Economic Zone Authority
अंधेरी (पूर्व), मुंबई - 400 096/ Andheri (East), Mumbai - 400 096
टेलि. / Tel.: 022-28294719 फैक्स / Fax: 28291385
ई-मेल / E-mail: dcseepz-mah@nic.in, वेबसाइट / Website: www.seepz.gov.in



No. SEEPZ-SEZ/ESTATE/RSP/265/2016-17/01739

24th January, 2020

To,

The Director General,
Maharashtra Energy Development Agency (MEDA),
1012/A, 10th Floor, Embassy Centre,
Nariman Point,
Mumbai- 400021.

SUB: Proposal for implementation of Solar Power Project by MEDA & appointment of PMC @ 3% consultancy charges.

Sir,

This is with reference to your letter No.DO/MEDA-Mumbai/General/SEEPZ/2019-20/995 dated 26.11.2019 and this office letter No.SEEPZ-SEZ/ESTATE/RSP/265/2016-17/22281 dated 18.11.2019 on the above mentioned subject.

It is to inform you that the proposal for implementation of Solar Power Project by MEDA and appointment as PMC @ 3% consultancy charges was placed before the 39th Authority Meeting held on 31.12.2019. During the Meeting, the Authority was briefed conveying that the proposal for implementation of the Solar Power Project was placed in the 34th Authority Meeting held on 11.05.2018 and the Authority approved the implementation of the project from concept to commissioning by MEDA with PMC charges @1%. However, since MEDA had submitted the revised charges @3% consultancy charges and the scope of work the proposal was placed before the Authority. Authority was informed that the entire investment is made by the Developer of the Solar Power Plant as appointed by MEDA and expenditure is not to be incurred by SEEPZ Authority.

It was also conveyed that in the 37th Meeting, the present proposal of solar power plant is only for 5 MW and looking at the requirement of possibility of availability of 25MW power by means of distributor may be explored, which may be implemented in co-ordination with MEDA @1% PMC consultancy charges only as approved in the 34th Authority meeting held on 11.05.2018.

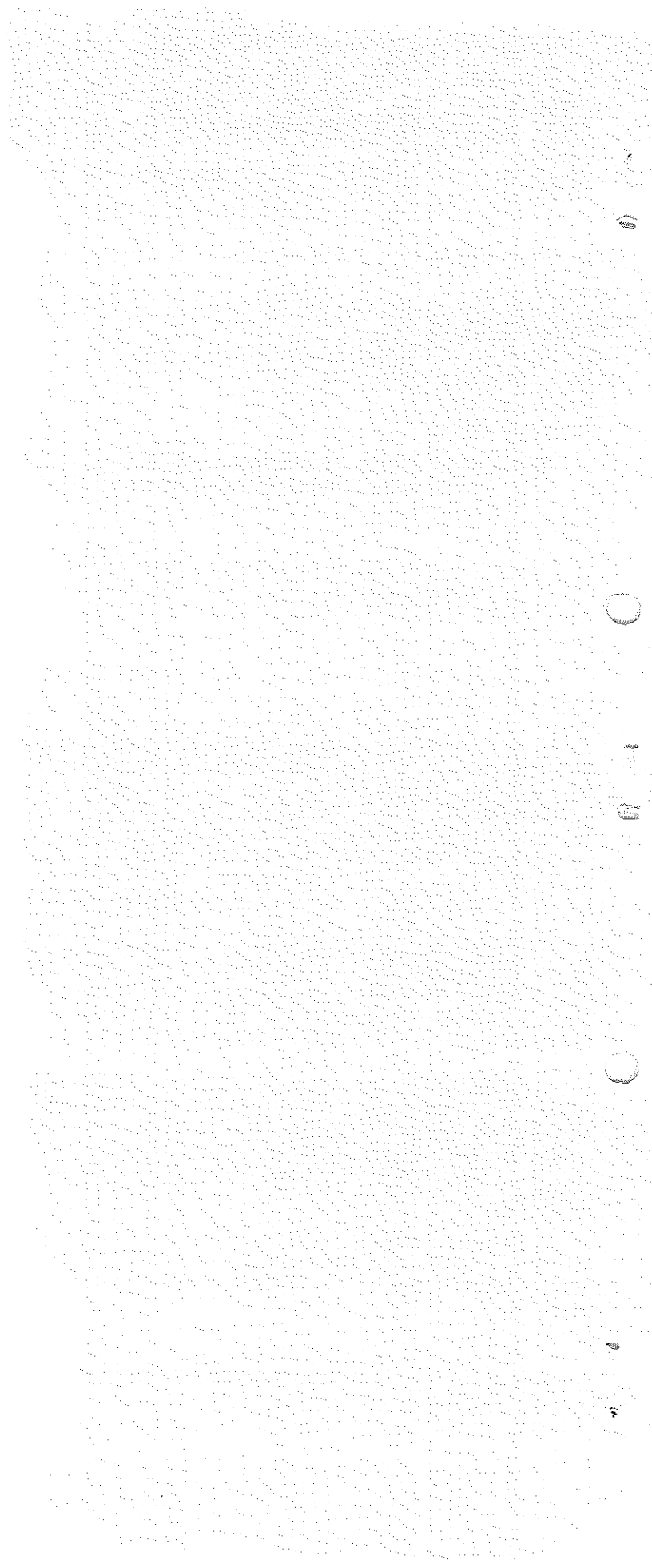
Authority held the view that MEDA may be asked to furnish the detailed work order of the work execute in any Govt. dept. (Central or State Govt.) in which they have kept charges @3% or more and further whether they have undertaken similar work in current fiscal year for less than 3%. Also MEDA may be asked to examine as to whether the Solar Project can be implemented w.r.t. the stability of the Bldg.

You are, therefore, requested to furnish the detailed work order of the work executed in any Govt. dept. in which you have levied charges @3% or more and further whether you have undertaken similar work in current fiscal year for less than 3%.

You are also requested to examine as to whether the Solar Project can be implemented w.r.t. considering the stability of the Bldg.

Yours faithfully,

(Keshav Jadhav)
ADC/Estate Manager,
SEEPZ-SEZ



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MINUTES OF THE 37TH AUTHORITY MEETING HELD ON 24.10.2019
UNDER THE CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER &
CHAIRPERSON, SEEPZ-SEZ AUTHORITY.

The following were present:

- (i) Shri. Devendra Singh - Member
Dy. DGFT, Mumbai.
- (ii) Shri. Shishir B Nevatia - Member
Director, M/s. Sunjewels Pvt. Ltd.
- (iii) Shri C.P.S. Chauhan - Member/Secretary
JDC, SEEPZ-SEZ
- (iv) Shri Keshav Jadhav
ADC (Estate)
- (v) Shri. Raju Kumar
ADC (Admn.)

The Chairperson welcomed the Members of the SEEPZ-SEZ Authority and thereafter Agenda was taken up for discussion.

Confirmation of the Minutes of the 37th Meeting held on 20.09.2019.

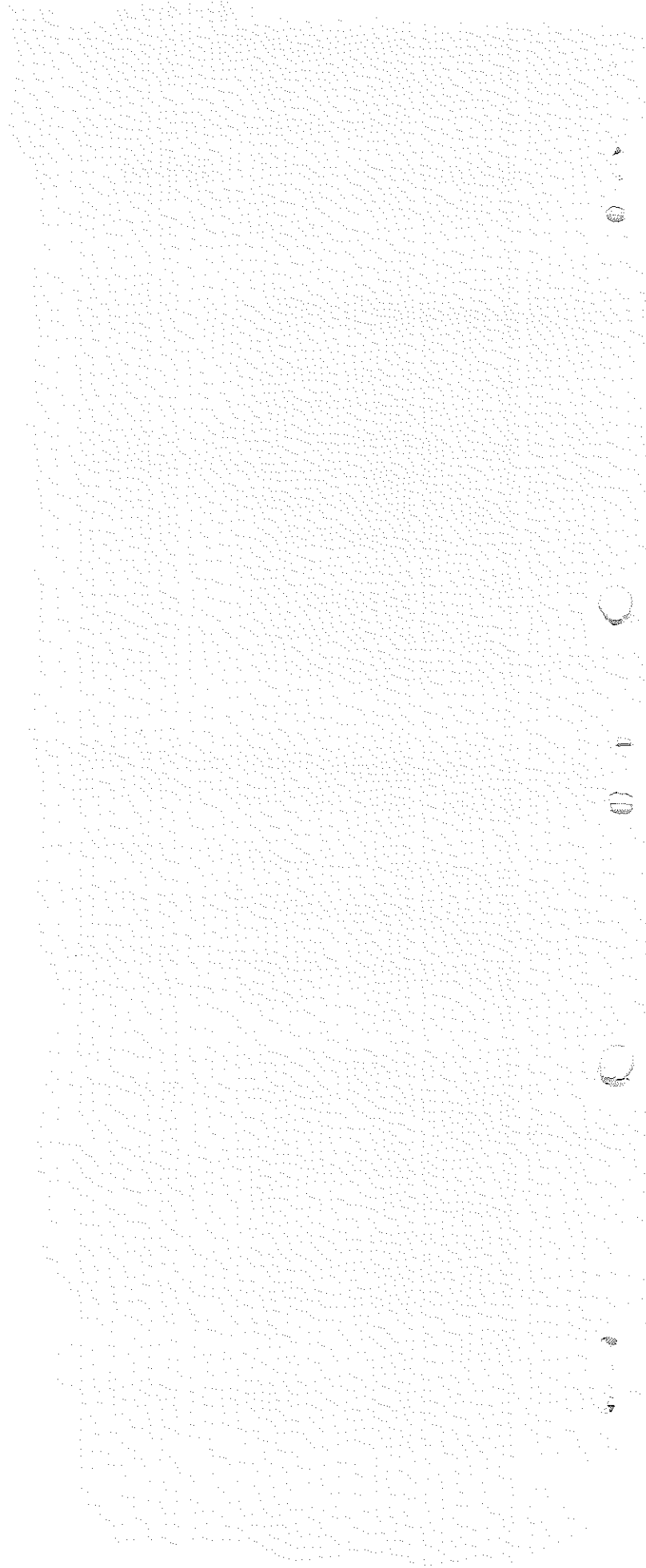
The Minutes of the meeting held on 20.09.2019 were with consensus.

Agenda Item No. 1: Proposal for AMC for Operation and Maintenance of 5 TPD
"NISARGRUNA" Bio-as Plant

The Authority was briefed about the functionality, operation and maintenance of the existing Bio-gas Plant and the generation of gas from the wet waste.

After deliberation, the Authority approved the proposal of AMC for Operation and Maintenance of 5 TPD "NISARGRUNA" Bio-gas Plant granted awarded to M/s. Aviplast for a period of three years w.e.f. 15.10.2019 @ Rs. 1,78,000/- per month and with an increased escalation of 10% every year and the onetime cost of repairing of existing plant to stop the leakages @ Rs: 6,17,000/- Authority also directed to execute the Agreement on priority basis.

Further the Authority held the view that two Sub-Committees may be constituted comprising of 3 members viz. Estate Manager and One nominee each of SGJMA & SEEMA who have some expertise in the said field.



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Agenda Item no. 21 : Proposal for implementation of Solar Power Project by MEDA and appointment of PMC @ 3% consultancy Charges

The Authority was briefed conveying that the proposal for implementation of the Solar Power Project was placed in the 34th Authority meeting held on 11.05.2018 and the Authority approved the implementation of the project from concept to commissioning by MEDA with PMC charges @ 1%. However, since MEDA had submitted the revised charges @ 3% consultancy charges and the scope of work the proposal was placed before the Authority.

After deliberation, the Authority examined the proposal and held the view that the present proposal of solar power plant is only for 5 MW and looking at the requirements at the Zone, the possibility of a 25 MW Power project may be explored, which may be implemented in co-ordination with MEDA @ 1% PMC consultancy charges only as approved in the 34th Authority meeting held on 11.05.2018.

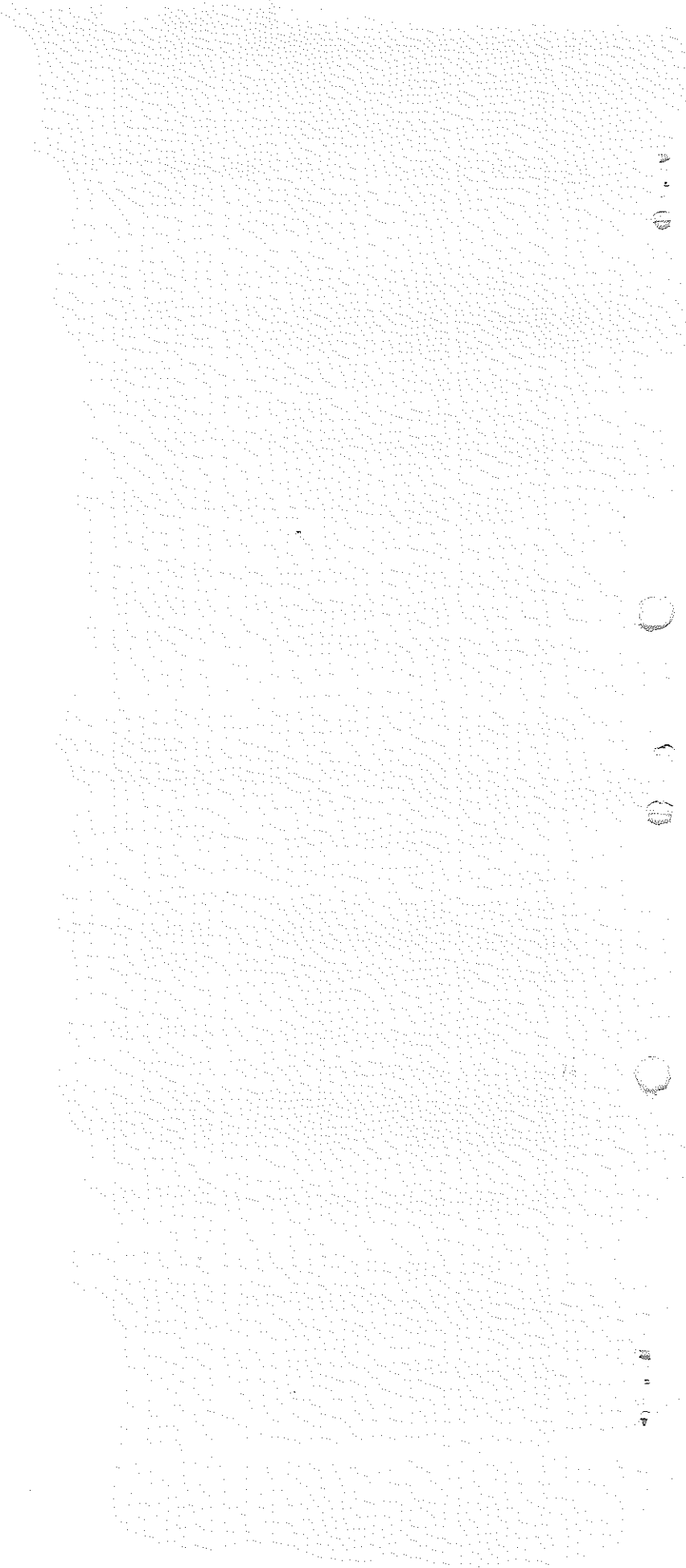
Table Agenda Item No. 1 : Proposal for hiring of new agency for Mechanized/ Manual cleaning work and housekeeping services for SEEPZ Zone and Residential Complex for year 2019-20

The Authority observed that the existing contract awarded to M/s. Hygiene Everywhere Solutions had expired and the office initiated the process of tendering for hiring new agency. The Applications thus received were scrutinized by the Committee after due evaluation by the Committee unanimously recommended/suggested the name of the new agency viz. M/s. Orient Services as per the technical specifications.

After deliberation, the Authority approved the contract awarded to the new agency for mechanized/manual cleaning work and housekeeping services for the SEEPZ Zone and Residential Complex for the year 2019-20 w.e.f. 01.11.2019 to 31.10.2020 to M/s. Orient Services @ Rs. 21,25,500/- per month.

Table Agenda Item No. 2 : Proposal for engaging executive for cyber crime

The Authority was briefed about the theft/leakages of the SEEPZ data from the system and the problems being faced on-line system and the reason for engaging the executive for avoiding such incidence in future and for administrative safety/security and for prevention of cyber crime which happened in the past.





सत्यमेव जयते

Government of India
Ministry of New and
Renewable Energy

File No. 03/12/2016-17/GCRT

Dated: 11-11-2016

- i. **Model Memorandum of Understanding** between Government Ministry/Department and Expert Public Sector Undertaking for Development of Grid Connected and Off-grid Roof-Top Solar Photovoltaic and Small Solar Power Plants
- ii. **Model Power Purchase Agreement (PPA)** between Contractor and Government Organization/ PSU and Government Offices for Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of Grid Connected Roof-Top Solar Photovoltaic and Small Solar Power Plants in **RESCO** model.
- iii. **Model Engineering, Procurement & Construction (EPC)** Agreement Between Contractor and Government organization, PSU and Govt. Offices for Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of Grid Connected and Off-grid Roof-Top Solar Photovoltaic and Small Solar Power Plants in **CAPEX** model.

These documents are duly vetted by

- Department of Legal Affairs, Ministry of Law & Justice vide dy. No.22065/Adv. B/2016 dated 30th August 2016
- Department of Expenditure, Ministry of Finance vide no. 03(04)/PF-II/2014 dated 8th September 2016

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GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, MUMBAI

AGENDA ITEM NO. 06

A) Proposal:

Proposal for honorarium to the existing govt. staff for attending the Authority related work and providing vehicle to the Secretary is submitted to the Authority for consideration.

B) Specific issue on which decision of Authority is required:

Approval for honorarium to the existing govt. staff for attending the Authority related work and providing vehicle to the Secretary is submitted to the Authority for consideration.

C) Relevant provision of SEZ Act, 2005 & Rules:

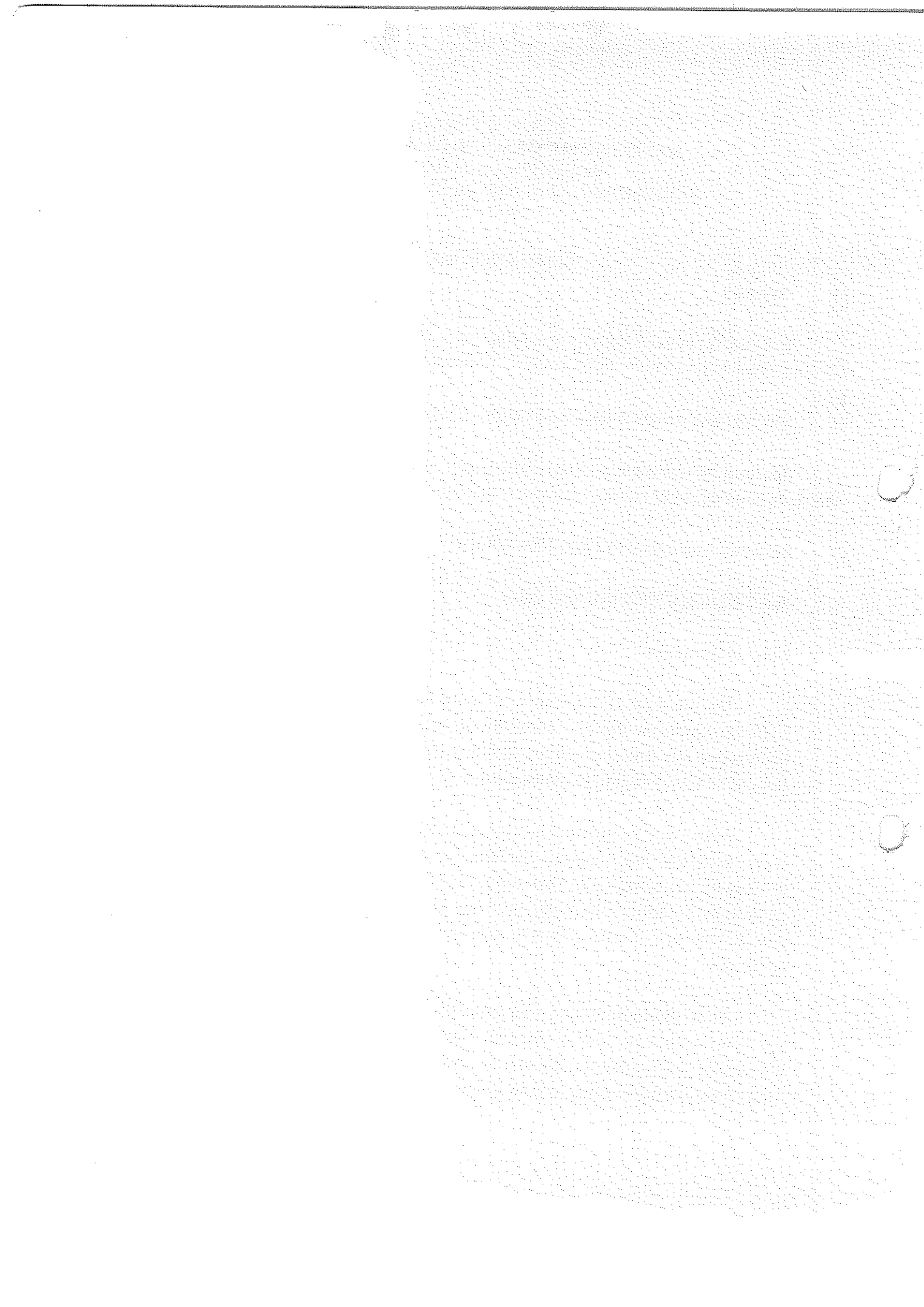
Rule 7 (1) of SEZ Authority Rules 2009.

D) Other information:

The proposal of granting honorarium for additional work to the existing govt. staff was placed in the 27th Authority Meeting held on 21.01.2016 and accordingly honorarium was fixed for Offices, staff and Caretakers who are discharging additional responsibilities of the Estate Management.

Attention is invited to Rule 9(4) of the SEZ Authority Rules 2009 which stipulates that "Authority may engage agencies or employees on contract/outsourced for discharging its functions and the terms and conditions of such appointment shall be decided by Authority and preference shall be given to outsource all works to extent possible and only if outsourcing cannot be done as a principle, regular staff shall be appointed".

As far as regular staff is concerned the creation of post for SEEPZ SEZ Authority will take some time and hence the existing staff posted in the said section are discharging their duties in addition to their respective regular charge. Hence it is proposed that a honorarium may be defined and granted in the following manner :-



- | | | |
|---------------|---|------------|
| 1. Assistant | = | Rs. 6000/- |
| 2. UDCs | = | Rs. 4000/- |
| 3. Caretakers | = | Rs. 2000/- |

In addition to the above, Secretary is also discharging his duties in Authority in addition to the regular charge. Therefore, instead of granting honorarium to the Secretary, as he is discharging the estate management work, it is proposed that the vehicle already hired under Authority may be utilized for pick up and drop facility from his residence to office and back.

E) Recommendation :

The proposal for honorarium to the existing govt. staff for carrying out additional work of the Estate Management section and providing vehicle to the Secretary is submitted to the Authority for consideration.



GOVT. OF INDIA
MINISTRY OF COMMERCE & INDUSTRY
SEEPZ SEZ AUTHORITY
SEEPZ-SPECIAL ECONOMIC ZONE, MUMBAI

AGENDA ITEM NO. 07

A) Proposal:-

Proposal for purchase of EDI stationary for Security Gate Pass (PVC Card printing):

B) Specific Issue on which decision of Authority is required:-

Approval of purchase of EDI stationary for Security Gate Pass (PVC Card printing):

C) Relevant provision of SEZ Act, 2005 & Rules:-

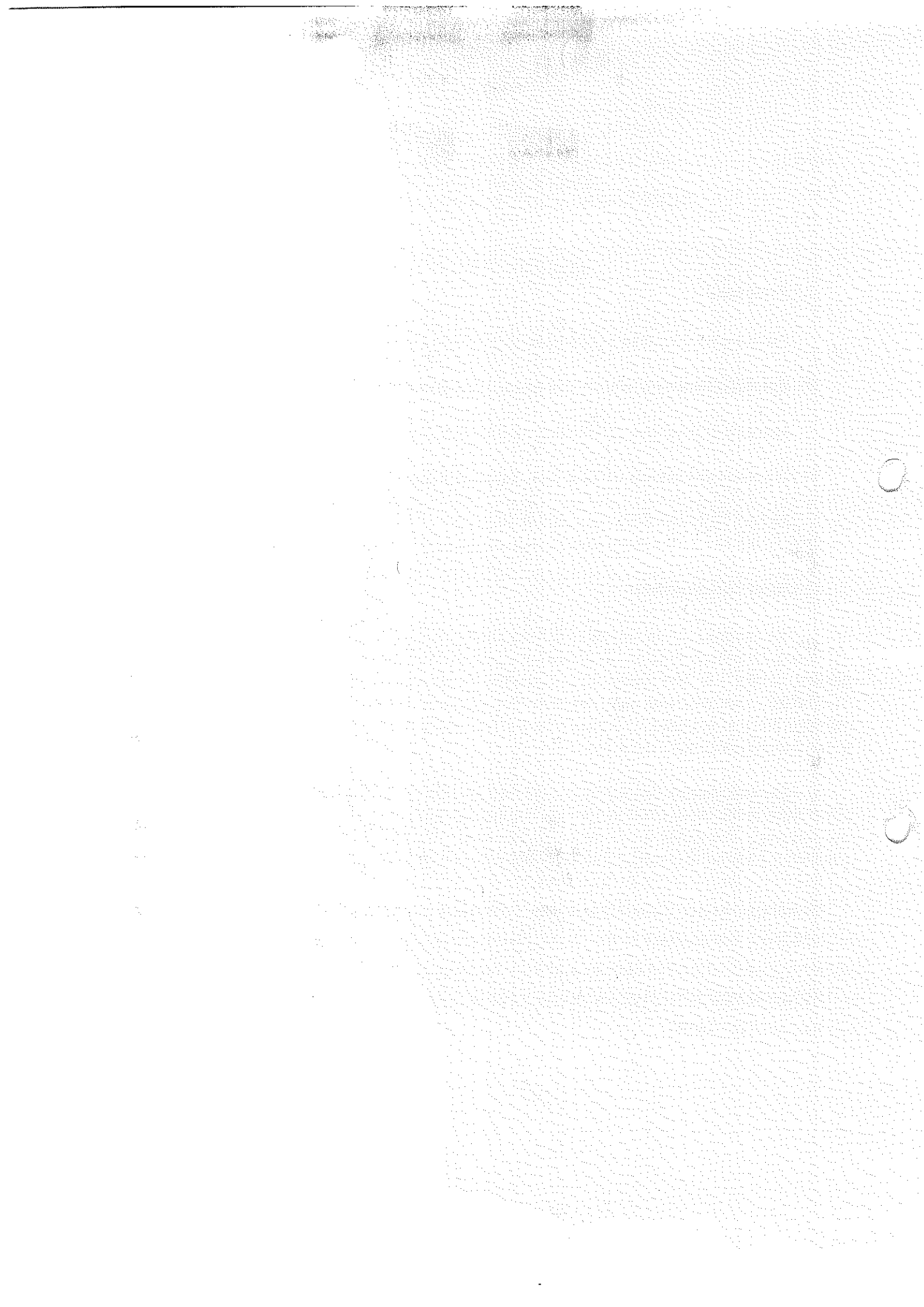
Section 34 of the SEZ Act, 2005 & Rule 7(1) of SEZ Authority Rules, 2009, read with GFR Rules 147 & 149 (Amended Rule dt. 02.04.2019).

D) Other Information:-

The Proposal for purchase of EDI stationary for security gate passes was placed in the 41st Authority meeting held on 07.08.2020 and the Authority was informed that the contract of present vendor i.e. M/s Laser Tele Systems for printing of gate passes has expired on 31.07.2020. Authority was also apprised that analyzing the purchase of the new printer and cartridge there is a saving on annual basis if the facility is undertaken in-house, though it will entail deployment of staff and supervision.

After deliberation, the Authority held the view that since bids have already been received in response to the tender, the same may be opened, evaluated and put before the Authority in next meeting. Thereafter it will be assessed which mechanism is to be adopted. Authority extended the period of current contract till 30.09.2020 with same terms and conditions.

Accordingly, as per the direction of the Competent Authority in 41st Authority Meeting held on 07-08-2020, the contract of M/s. Laser Telesystems (P) Ltd. was extended to 30-09-2020 without escalation of the contract value and on the same terms and conditions of the work order no. SEEPZ-SEZ/EMS/GC/05/2015-16/VOL-II/06995 dt.01.04.2019 for Supply and Printing of Gate Passes (PVC Card).



Further, as per the directions of the Authority, the 5 bids thus received was opened on 19.08.20 and scrutinized. Technical scrutiny was conducted and only 3 bids i.e. agencies were technically qualified for Financial bid as per the Tender notice dated 22.06.2020 with all relevant technical capabilities.

On opening the financial bid, the tender committee observed that M/s PLACARDS has quoted lowest price among all other bidders and became L1 @ rate of Rs 24.75/- per card.

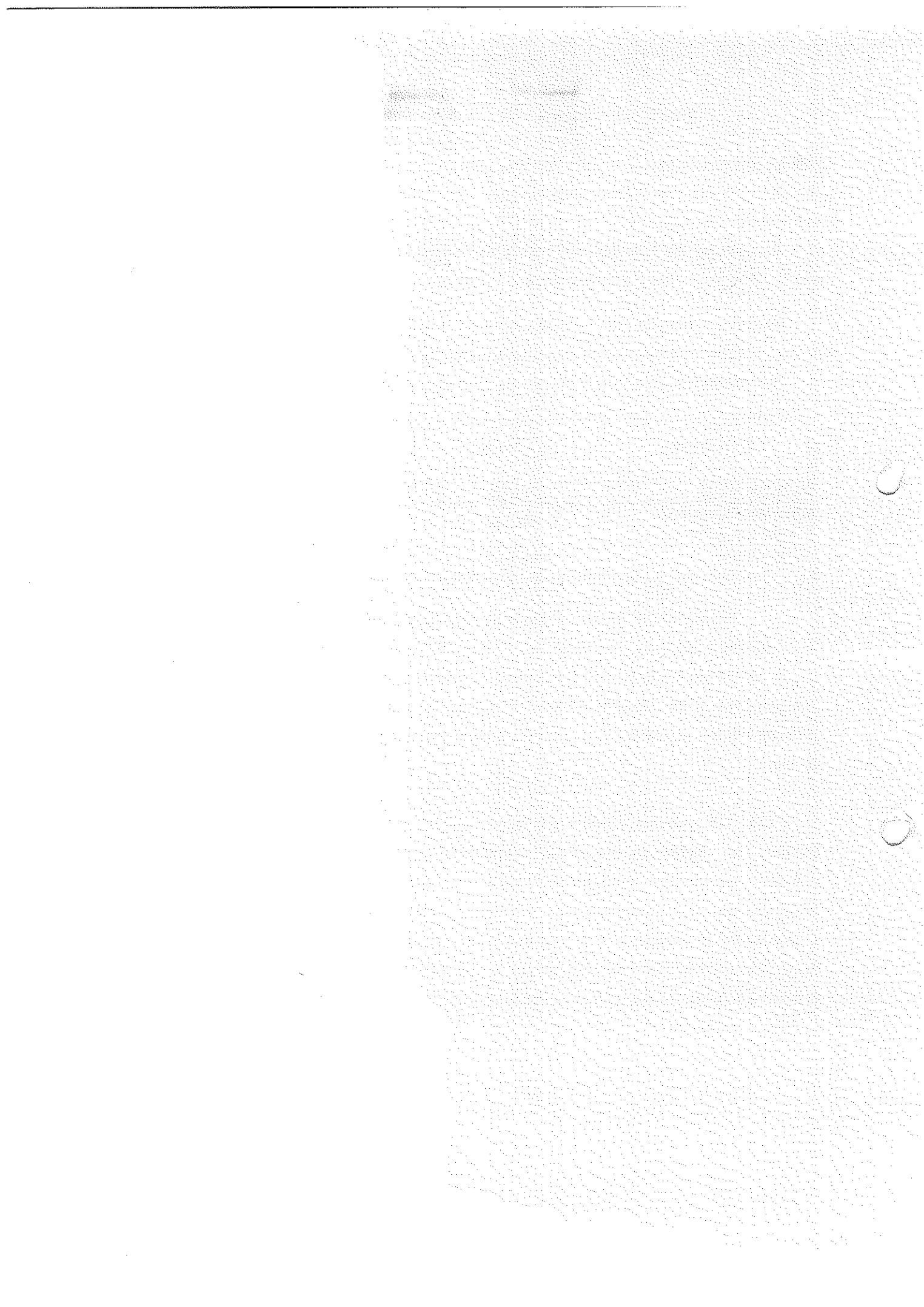
Hence, an analytic comparative chart has been prepared between the rates received from the L1 bidder and the cost for in-house arrangement.

The analysis/comparison of the annual cost would be as follows:

Particulars	L1 bidder	In-house Arrangement through GeM Portal
Rate per card	24.75	15.05
Minimum Count of Cards per year	60,000	60,000
Total Value	14,85,000	9,03,000

In view of the above comparative calculation, there would be a saving of approx Rs. 5.82 lakhs annually [Rs. 14,85,000 (-) Rs. 9,03,000]. The said arrangement of printing cards can be executed by any outsourced data entry operator in the security section under the guidance of the Security officials. In addition to that we are also having 2 PVC card printers and few stationary in stock. like cards and cartridges which can be repaired and put to use.

Further the existing agency are providing the services which was extended upto 30.09.2020. Based on the above comparative proposal, though the lowest bid was qualified, on purchase through GeM portal and having an In-house arrangement @ Rs 15.05 rate per card, Authority will have a saving of Rs. 5,82,000/- per year and therefore it is proposed that arrangement may be made for purchase of card @ Rs. 15.05 per card and the 2 PVC card printer may also be put to use AND the existing service agency may be granted extension for providing the services until the in house arrangement is streamlined and made functional.



E) Recommendation of Estate Manager :-

The proposal for extension of the existing service provider till the finalization of the new agency or purchase of EDI stationary for Security Gate Pass (PVC Card printing) for in house facility is placed before the Authority for consideration and approval.



MINUTES OF THE 41st AUTHORITY MEETING HELD ON 07.08.2020 UNDER THE
CHAIRMANSHIP OF DEVELOPMENT COMMISSIONER & CHAIRPERSON SEEPZ-
SEZ AUTHORITY

The following were present:

- | | | | |
|-------|--|---|------------------|
| (i) | Sh. Devendra Singh
Dy. DGFT, Mumbai | - | Member |
| (ii) | Sh. C.P.S. Chauhan
JDC, SEEPZ-SEZ | - | Member/Secretary |
| (iii) | Sh. Vijay Gujarati,
COO, M/s. EOS Power India Pvt. Ltd. | - | Member |
| (iv) | Sh. Ashish Kothari, Director
M/s. Jewelez India Pvt. Ltd. | - | Member |

The Chairperson welcomed the Members of the SEEPZ-SEZ Authority and thereafter Agenda was taken up for discussion.

Agenda Item No. 1 : Confirmation of the Minutes of the 40th Meeting held on
12.06.2020.

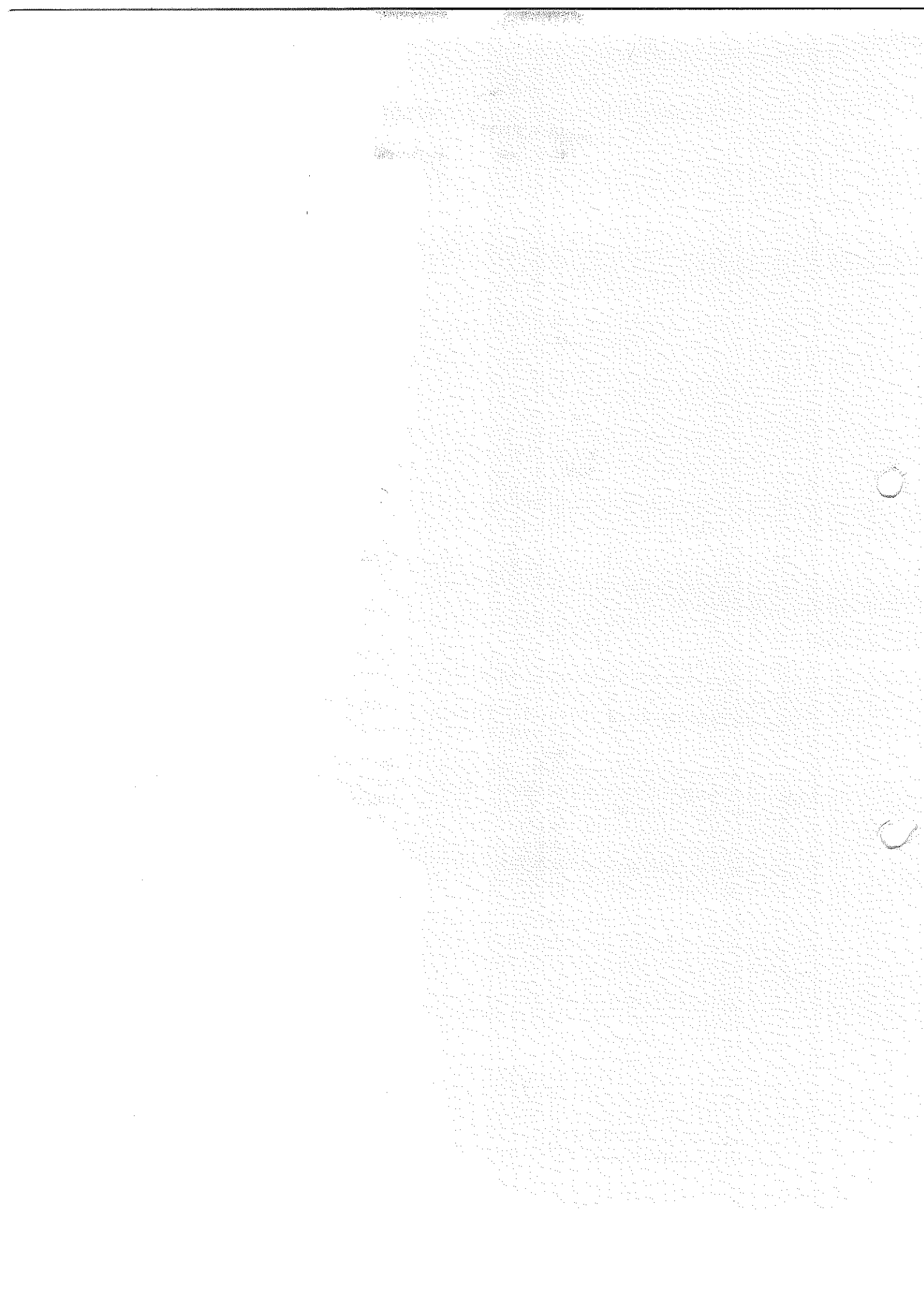
The Minutes of the meeting held on 12.06.2020 were approved with consensus.

Agenda Item No. 2: Proposal for Hiring of Agency for scanning and
digitization of old records of SEEPZ SEZ Authority

The Authority was briefed that the SEEPZ SEZ Authority has lot of old and current records of around 70000 nos which is on files. The said records should be scanned and digitized so that it is easy to refer to and when required for years together and it will reduce the risk of records due to restricted entry. Authority was also apprised that on scanning all the documents/records folder structure/ configuration management policy will be followed while storing the digitized data in the DVD/ hard disk and/or central storage.

Authority was informed that the Payment should be on completion of the Digitization, Scanning and deployment of Document Management System and on the basis of the quantity of documents digitized, scanned and uploaded.

After deliberation, the Authority approved the proposal for hiring of Agency for scanning and digitization of old records of SEEPZ SEZ Authority. Authority also directed that procurement may be made through GeM only. The service provider should ensure proper storage and backup of the data for easy access of records and also ensure that proper confidentiality is maintained of the records. The confidentiality agreement, should be entered with the service provider either in the format available of GeM or in a separate format if not available on GeM. Also, the backup of documents should be in adequate number of hard discs/server to avoid any loss of data in future.



per the work order for a further period of one year only @10% escalation of new charges.

After deliberation, the Authority approved the proposal for extension of the contract period, as per the willingness provided by the Firm, and also as per the Clause no. (xiv) of the work order with a 10% escalation for a further period of one year i.e. from 08.10.2019 to 07.10.2020.

Agenda Item no. 8: Proposal for extension of hiring of services of Chartered Accountant Firm for the year 2020-21.

Authority was apprised that proposal for hiring of Chartered Accountant for a period of one year was placed before the 37th Authority Meeting held on 24.10.2019. The Authority was informed that the contract is expiring on 31.10.2020, however, it contains a clause for extension till 3 years with an escalation @10%, if the services are found satisfactory. The firm has given their willingness for a further extension of one year without any escalation and the services of the CA firm were found satisfactory during the earlier period.

After deliberation, the Authority approved the proposal for extension of the contract period and also as per the Clause no. 15 of the work order for a further period of one year upto 31.10.2021 without any escalation.

Agenda Item no. 9: Proposal for extension of AMC of cleaning contract for the year 2020-21

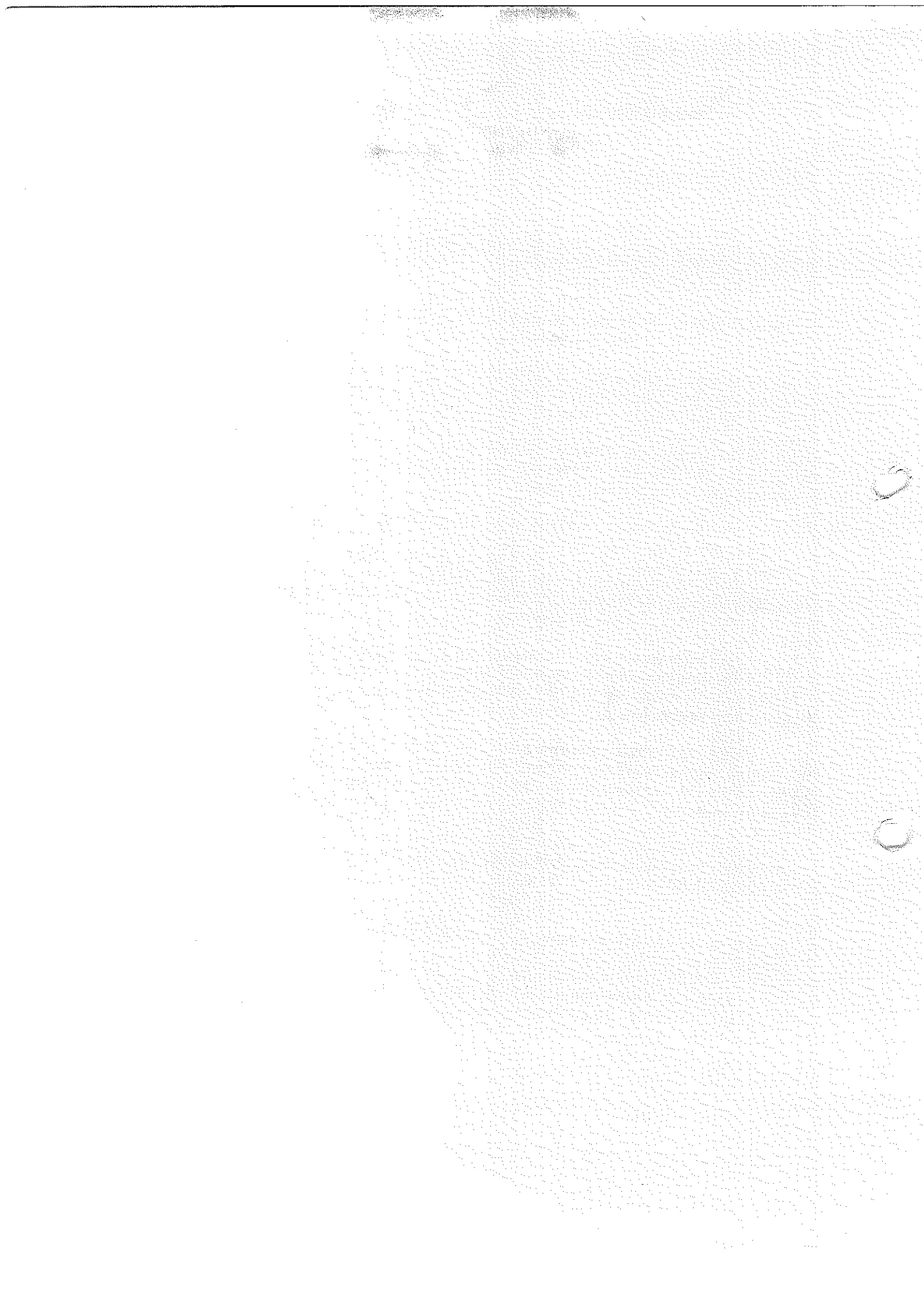
Authority was apprised that proposal for AMC of cleaning contract for a period of one year was placed before the 37th Authority Meeting held on 24.10.2019. The Authority was informed that the contract is expiring on 31.10.2020. The firm has given their willingness for a further extension of one year without any escalation.

After deliberation, the Authority held the view that the extension of the existing cleaning contract may be deferred, with performance and adherence to conditions of the contract to be examined in detail. Various activities required to be performed at specified intervals, say weekly or monthly etc, should be monitored properly and cross verified. Similarly, where use of mechanized means is proscribed, the details of machinery used may be examined. Likewise, mechanism to monitor response of requests /complaints need to be developed, like the request option on the portal of Facilities Module.

Agenda Item no. 10: Proposal for purchase of EDI stationary for security gate passes.

Authority was informed that the contract of present vendor M/s Laser Tele Systems for printing of gate passes has expired on 31.07.2020. Authority was also apprised that analyzing the purchase of the new printer and cartridge there is a saving on annual basis if the facility is undertaken in-house, though it will entail deployment of staff and supervision.

After deliberation, the Authority held the view that since bids have already been received in response to the tender, the same may be opened, evaluated and put before the Authority in next meeting. Thereafter it will be assessed which mechanism



is to be adopted. Authority extended the period of current contract till 30.09.2020 with same terms and conditions.

Agenda Item no. 11: Proposal for hiring of Executives under Authority for SEEPZ SEZ.

Authority was apprised that as there is huge amount of work to be attended related to infrastructure, rent and revenue, ministerial references, tenders, Disaster management, etc. Despite the urgent need to move notes on many such issues, it is not being possible as the immediate dak and on-going issues take up all the time of existing staff. Executives should be hired to assist for smooth functioning of the Authority, as number of regular staff is very less. The issue of which work is to be given and in what manner will be worked out in consultation with all concerned.

After deliberation, Authority held the view that the service provider may be hired from GeM who will provide qualified and experienced Executives, as per requirement of the job, for effective, efficient and smooth functioning of the Authority. It was further held that no work related to Authority should be left pending/unattended for want of qualified staff. The quotation may be called for 5 to begin with, while the number may go up to 15.

Agenda Item no. 12 : Proposal for non-levy of penalty for un-surrendered and expired Gate Passes.

Authority was apprised that penalty was levied for un-surrendered and expired gate passes by way of Circular issued by Authority in past. However, on nonpayment by the Unitholders, CRA had raised objection which got converted into DAP. Trade representatives, SGJMA and stakeholders had time and again given representations for waiver of the same. The said facts were conveyed to the Ministry vide letter dt. 09.06.2020 for guidance/instructions and the Ministry vide letter dt. 22.07.2020 had directed that the said issue may be decided by the Authority and thereafter DGEP may be requested to drop the DAP no. 60.

After deliberation, Authority held the view that no penalty to be levied in future on expired/surrendered gate passes as such practice is not followed in any other GeM SEZs. Also, the collection of such penalty is not prime motive or function of the Authority and the SEZ Act/Rules do not contain provisions for penalty in such matter.

However, in order to make the decision retrospective from the date of issuance of Circular by Authority in this matter imposing penalty, a legal opinion through Ministry of Law and Justice may be obtained w.r.t. non-levy of penalty for the previous period, on the issue whether limitation on waiver which applies to recovery of statutory dues, will also apply to recovery of such dues as in this matter; and whether this situation will be covered under general clauses, i.e., power to do includes power to undo. It was further held that there is need for systematic changes in the methodology for issuance and monitoring of gate passes like face recognition, entries, RFID cards etc. with the use of latest technology and steps should be taken on priority towards this in consultation with trade representatives.

