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

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

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

SECTION - H: **SUBMISSION** OF BIDS

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

H.1. Sale of **RfS Document**

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

H.2. Local **Conditions**

2.1.1. It will be imperative on each Bidder to fully acquaint himself of all local conditions and factors which may have any effect / bearing on the execution of the works covered under this RfS Document. DGVCL, shall not entertain any request for clarifications from the Bidder, regarding such local conditions, post award of contract. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Bid. No claim for financial adjustment to the contract awarded under this RfS Document will be entertained by the DGVCL as applicable. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the DGVCL. The bidder may take visit the proposed location of plant to get acquainted with local conditions, if required.

H.3. Amendment of Bidding Document

3.1.1. At any time prior to the deadline for submission of the Bids, DGVCL may amend theRfS document by issuing Corrigendum/ Addenda.

3.1.2. Any Corrigendum/ Addendum issued shall be a part of the RfS document and shall be communicated on the Bidding Portal.

3.1.3. To give prospective Bidders reasonable time in which to take a Corrigendum /Addendum into account in preparing their Bids, DGVCL may, at its discretion, extend the deadline for the submission of the Bids.

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

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

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

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

Such amendments, clarification etc. shall be binding on the bidder and will be given due consideration by the bidder before they submit their offers and invariably enclose such documents as a part of the offer. All such amendments will be considered as part of RfS Document.

H.4. Submission of Tender Fee and EMD

4.1.1. The Bidder shall require to pay the tender fee as mentioned in the RFP Schedule. The tender fee shall be paid either through RTGS/NEFT /Online only of prescribed value towards the cost of tender fee as mentioned in the RFP Schedule

4.1.2. The Bidder shall require to pay the tender fee as mentioned in the RFP Schedule. The tender fee shall be paid either through RTGS/NEFT /Online only of prescribed value towards the cost of tender fee as mentioned in the RFP Schedule.
The Bidder has to pay the Earnest Money Deposit (EMD) at Rs. 1 lakh per MW basis for each bid of respective sub-station separately.
For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT / Online only.
For the EMD amount above Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT/Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee.
Bank Guarantee shall be valid for the period of 1 year from the last date of submission of bid of this RFS separately for each bid for respective sub-station.

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

4.1.4. The EMD shall be encashed by DGVCL in following cases:
(i) If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of the bid;
(ii)The bidder fails to submit Performance Bank Guarantee after issuance of Letter of Award
(iii)The bidder fails to execute the PPA within the stipulated time period.
(iv)If after date of issue of LoI, it is found that the documents furnished by the bidder during RfS are misleading or misrepresented in any way and that relevant facts have been suppressed;
(v) If the bidder fails to submit letter of acceptance within 15 days from the date of issue of Letter of Intent, EMD shall be encashed by DGVCL as penalty.
(vi) If the bidder fails to accept and submit acceptance of Letter of Intent (LoI) issued by DGVCL at the last quoted rate / last accepted rate / rate after reverse auction, EMD shall be encashed by DGVCL as penalty
(Vii) If the bidder fails to accept and submit acceptance of Letter of Award (LoA) within 15 days from the date of issue of LoA, EMD shall be encashed by DGVCL as penalty.
(viii) In case acceptance of offered rate / LoI / LoA is unclear, conditional or submitted with any additional clarification and acceptance is not submitted in the prescribed format.
In case the bidder is not selected for capacity allocation, DGVCL shall release the EMD on closure of e-reverse auction/ procedure

H.5. Submission of Bids

5.1.1. E-procurement system as mentioned in this RfS shall be followed for the bidding.

5.1.2. The Bidder would ensure that all the required documents, as mentioned in this RfS Document, are submitted on-line along with the Bid and in the prescribed format and manner only. Non-submission of the required documents or submission of the documents in different format/contents & different manner may lead to the rejections of the Bid submitted by the Bidder, without further correspondence.

H.6. **Language of Bids**

6.1.1. Bidders are required to furnish all information and documents as called for in this RfS document in **English Language.**

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

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

'TECHNICAL BID' SHALL CONTAINS THE FOLLOWING ON-LINE DOCUMENTS with SELF CERTIFICATION:
The documents Supporting/ establishing the Techno-commercial eligibility criteria as mentioned in the SECTION-E (E3&E4) **are required to be submitted in online mode only.**

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

H.8. **Submission of Price Bid:**

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

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

8.1.2. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, it shall be ignored after first two decimal places. (For e.g. if the quoted tariff is INR 1.786 / kWh, then it shall be consideredas INR 1.78 / kWh).

8.1.3. SPG to get CFA @ Rs. 1.05 Cr per MW subject to installation & commissioning of project in line with MNRE stipulated timeline and requirement. The release of CFA to the selected bidder shall be subjected to release of CFA from MNRE to DGVCL.

Further, the SPG shall give undertaking that he shall not sell power to any other buyer except the DGVCL under the agreement of this tender during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken against the SPG, including stopped/black list, from Participation in future tender of MNRE in Gujarat & the SPG shall require to refund the proportionate CFA granted for the project by MNRE.

For the recovery of the Proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If any event of sell of power is found at a particular time, the amount to be recover from the SPG shall be the remaining of PPA after the event multiply by per year CFA.

The recovery of the proportionate CFA in case of default, will be made through the

payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project by MNRE.

8.1.4. The tariff for the Solar Project Capacity for which the bidder wants to participate (subject to minimum capacity of 0.5 MW & maximum upto notified capacity) of respective substation shall be quoted in the on-line price bid schedule by the bidder on n-procure before scheduled due date and time for submission of financial bids.

8.1.5. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of prices bids on bidding portal.

8.1.6. If price offer is submitted in technical bid, such bids will be rejected in technical bid evaluation stage and will not be considered for further process to conclude the bid.

H.9. Cost of Bidding:

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

H.10. Alternative Bids:

10.1.1. Alternative bids shall NOT be considered at all and all such alternative bids shall be liable to be rejected.

H.11. Period of Validity of Bids:

11.1.1. Bids shall remain valid for 120 days from the date of opening of Technical Bid as prescribed by DGVCL. A Bid valid for a shorter period shall be rejected and treated as non-responsive.

11.1.2. In exceptional circumstances, DGVCL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

H.12. Format and Signing of Bid

12.1.1. The bid forms/templates/annexure etc., wherever applicable, shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized by Bidder to sign, in token of acceptance of all the terms and conditions of the RfS Document. This authorization shall consist of a written confirmation in the form of Power of Attorney as specified in the RfS document and shall be attached to the bid.

12.1.2. Any amendments such as interlineations, erasures, or overwriting shall be valid, only if it is signed or initialled by the authorized person signing the bid.

12.1.3. The bid documents shall be properly checked before uploading for submission of Bids.

12.1.4. The bid, duly signed (digitally) by Auth. Signatory, shall be uploaded on the Bidding portal in respective file/ format.

12.1.5. Bidders must submit their bids through Bidding Portal. Bids received by another means except as desired in this RfS Document shall not be accepted.

12.1.6. If bids are not submitted as per the details mentioned in this RfS document and not

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submitted through Bidding Portal, shall be rejected.

12.1.7. Bidders are required to carefully go through the instructions included in the RfS Document and furnish complete information, necessary documents and schedules.

12.1.8. The Bidder shall sign the bid on each page and also at the specified location. Each and every paper enclosed must be given a page no. like 1,2,3,.....etc. & a bid summary must be enclosed along with covering letter on the Letter Head of the firm in the following format:

Sr. No.	Particulars/brief of information/ schedule/ Annexure	Page No:
1.		
2.		
3.		
.....		
	Total Page	

Signature of Authorized Signatory, Seal of Entity, Date and Place

H.13. Withdrawal, Substitution, and Modification of Bids

13.1.1. A Bidder may withdraw its bid or re-submit its bid (technical and/ or financial cover) as per the instructions/ procedure mentioned in Bidding Portal, but not after bid submission end date and time.

13.1.2. Bids withdrawn in terms of 13.1.1 above shall not be opened and processed further by DGVCL.

SECTION - I: BID OPENING & EVALUATION

I.1. Bid Opening

1.1.1. DGVCL will first perform the preliminary bid opening for tender fee and Bid security. Technical bids of those bidders will be opened who are qualified in the preliminary bid. Preliminary & Technical bid opening, which is a critical event in the bidding process, shall be done online and physical mode on the stipulated date & time.

1.1.2. After opening of Bids and till final selection of successful Bidder, no correspondence of any type will be entertained, unless called for by DGVCL. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.

I.2. Confidentiality

2.1.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the contract award.

2.1.2. Any attempt by a bidder to influence DGVCL or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

I.3. Clarification of Bids

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

3.1.2. Any clarification submitted by a bidder with regard to its bid that is not in response to a request by DGVCL shall not be considered.

3.1.3. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.

3.1.4. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

3.1.5. All communications generated under this rule shall be included in the record of the procurement proceedings.

I.4. Conflict of Interest

4.1.1. DGVCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of DGVCL's procurement ethics, the bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, DGVCL will take appropriate actions against the Bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.

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

Conflict of Interest among Bidders/ Agents:-

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

a) they have proprietor/ partner(s)/ Director(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:

1. *The principal manufacturer directly or through one Indian agent on his behalf; and*
2. *Indian/ foreign agent on behalf of only one principal.*

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders in the bidding of respective substation.

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

a) they have controlling shareholders in common for bid submitted for given substation; or

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b) it receives or have received any direct or indirect subsidy from any of them; or

c) they have the same legal representative for purposes of the Bid; or

d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of DGVCL regarding this bidding process.

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

5.1.1. Technical Bid submitted online mode of only those bidders will be opened by DGVCL who are qualified in the preliminary bid. Documents received after the bid submission deadline, shall be rejected and returned unopened when called for, if super-scribed properly with address, to the bidder. Onlinesubmitted technical bid of such bidders shall not be opened.

5.1.2. If the above highlighted documents are received in order and as per the schedule, DGVCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, DGVCL may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by DGVCL within the stipulated timeline. All correspondence in this regard shall be made through email / bidding portal. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. DGVCL shall not be responsible for rejection of any bid on account of the above.

5.1.3. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-commercial eligibility as per RfS.

5.1.4. However, it may be noted that if only one or two Bidder(s) is /are eligible for the next stage and/or aggregate quoted capacity is lower than notified capacity for respective substation , opening of the financial bid of the Bidder(s) will be at the discretion of DGVCL. Thereafter, DGVCL will take appropriate action as deemed fit.

5.1.5. Bids having following characteristics shall be considered non-responsive and shall be liable for disqualification/rejection:-

a) Bid is not received by the due date & time and Bids is not accompanied with the required documents & schedules.

b) Bid not submitted in accordance with RfS document.

c) Bid do not meet the minimum eligibility criteria as mentioned in the bidding document.

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

e) Conditional Bid is submitted.

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

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g) During validity of the Bid or its extended period, if any, Bidder increases his quoted prices.

h) Desired certificates in the required formats in the RfS not attached by the bidder.

i) Prices not quoted in prescribed Performa /schedule.

j) Bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

k) Bidder failed to provide clarifications related thereto, when sought.

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

m) Bidder who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

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

I.6. Financial Bid Opening:

6.1.1. Evaluation committee of DGVCL shall refer the evaluation report to the Competent Authority of DGVCL, which reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DGVCL in respect of such Bids.

6.1.2. The Price Bid shall be kept unopened and shall be opened later individually for each plant/Location on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

6.1.3. The Bidders which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be remain unopened for such Bidders.

I.7. Financial Evaluation:

7.1 Financial Bid Evaluation (Step-2):

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

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

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

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

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

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

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

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

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

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

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

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

7.2 Reverse Auction (Step-3)

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

i) During 15 minutes prior to start of reverse auction process, the respective tariff

along with the total project capacity of the bidder for respective sub-station shall be displayed on its window.

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

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

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

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

1. Its tariff as their initial start price and there after last quoted tariff along with project capacity bided by the bidder;
2. The list of all the bidders with their following details:
   Pseudo Identity, last quoted tariff and bided capacity

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

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

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

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

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

7.3 Selection of Successful Bidders and capacity allocation

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

7.3.2 In case of the last selected bidder, if the balance project capacity is less than the notified project capacity mentioned by such bidder, then the balance capacity shall be awarded to the bidder till the total notified capacity is exhausted subject to a

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

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

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

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

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

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

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

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

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

I.8. Negotiations

8.1.1. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

8.1.2. The Competent Committee appointed by DGVCL shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

8.1.3. Negotiations shall not make the original offer made by the bidder inoperative. The Competent Committee shall have option to consider the original offer in case the bidder decides to increase tariff originally quoted or imposes any new terms or conditions.

8.1.4. **In case of non-satisfactory achievement of tariff from single bidder, the Competent Committee may choose to make a written counter offer to the single bidder and LOA be awarded to the bidder if he accepts the counter-offer.**

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

I.9. Right to Reject by DGVCL

9.1.1. DGVCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for DGVCL's action.

SECTION - J: AWARD OF CONTRACT

J.1. Letter of Intent (LOI)

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

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

J.2. GERC approval

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

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

J.3. Performance Bank Guarantee

3.1.1. The successful bidder shall be required to furnish Performance Bank Guarantee of 5 lakhs per MW basis within 7 days from the date of issue of Letter of Award. The Performance bank guarantee shall be returned after 2 months of commissioning of the project. The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project

3.1.2. The Performance Bank Guarantee shall be in the Form of unconditional Bank Guarantee as per the Form 10 in favour of "The Addl. Chief Engineer (C&R), DGVCL, Surat" and to be submitted at the office of The Addl. Chief Engineer (C&R), DGVCL, Surat. The PBG shall be issued by Scheduled / Nationalized Banks (in a standard format prescribed by DGVCL) as notified vide finance department of Govt. of Gujarat GR no.: EMD/4/2022/0002/DMO dated 20/05/22,FD/MSM/e-file/4/2023/00S7/D.M.O dated 24/04/2023 and further amendments if any(which is also available on DGVCL website under downloads). CORPORATE GUARANTEES NOT ALLOWED.

3.1.3. In case the selected bidder is a Joint Venture, the Bank Guarantees for performance bank guarantee shall be submitted in the name of all the partner(s) of the Joint Venture "OR" in the name of Lead/other Partner in the Joint Venture submitting the bid.

J.4. Forfeiture of Performance bank guarantee:

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

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

J.5. Signing of PPA:

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

5.1.2. Power Purchase Agreement (PPA) as per the enclosed format of PPA in **Annexure-2** on a non-judicial stamp of Gujarat State of value worth Rs. 300/- shall be signed within 15 days from the date of issuance of LOA by DGVCL with the SPG subject to submission of PBG. The PPA shall be valid for a period of 25 years from COD as per provisions of PPA. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPG and DGVCL.

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

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

J.6. Reservation of Rights

6.1.1. To take care of unexpected circumstances, DGVCL shall reserve the rights for the following:

a) Extend the closing date for submission of the bids.
b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
c) Seek information from or negotiate with single bidder
d) Discontinue negotiations at any time with any bidder.
e) Allow a bidder to change its Technical proposal if the same opportunity is given to all bidders.
f) Terminate or abandon the Tender procedure or the entire Project whether before or after the receipt of Bids.
g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its Bid.
h) Reproduce for the purposes of the procedure the whole or any portion of the Bid despite any copyright or other intellectual property right that may subsist in the Bid.

SECTION - K: BILLING AND PAYMENT CONDITIONS

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

SECTION - L: OTHER TERMS AND CONDITIONS

L.1. Jurisdiction of Contract

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

L.2. Change in Laws & Regulations

2.1.1. Change in Law conditions shall be applicable as mentioned in the Power Purchase Agreement

2.1.2. In addition to the receipt of applicable CFA from MNRE for the SPV plant, the Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional custom and Excise Duties, Tax Holidays etc. if available for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on DGVCL for any liability if bidders are not able to avail any available fiscal incentives and this will not have any bearing on the applicable tariff.

2.1.3. If the Project is transferred or sold to a third party during its tenure (after initial lock in period of 1 year after COD), DGVCL will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honor all the obligations and terms & conditions of the PPA.

L.3. Min. Generation Guarantee

3.1.1. The Selected bidder shall provide a minimum generation guarantee corresponding to a capacity utilization factor (CUF) of 19% (the "Guaranteed CUF") with respect to the AC capacity of the PV system.

3.1.2. This Guaranteed CUF shall be calculated on an annual-basis and shall be verified by DGVCL at the end of each year during the 25 (twenty-five) years operation period or any extension thereof on mutual agreement.

3.1.3. **There shall be no year-on-year reduction on the Guaranteed CUF during the 25 (twenty-five) year's period.**

L.4. Other Key Responsibilities

4.1.1. **MNRE/ DGVCL Inspection & Reporting**

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

i) The SPG will not be eligible to participate in tenders for Government supported projects.

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

b) The SPG shall be responsible for providing daily / weekly / monthly or customized information regarding progress of projects required by DGVCL / MNRE, online or in hard copy. For which the SPG is also responsible for maintaining online & off-line records.

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

L.5. Code of Integrity

5.1.1. All the officers or employees of DGVCL shall:

a) maintain an unimpeachable standard of integrity both inside and outside their office

b) act in accordance with the provisions of the Act, these rules, guidelines issued under the Act and instructions

c) not allow any bidders to have access to information on a particular procurement, before such information is available to the public at large

d) not intentionally use unnecessarily restrictive or "tailored" specifications, terms of reference or statements of work that can discourage competition

e) not solicit or accept any bribe, reward or gift or any material benefit of any directly or indirectly promise of future employment from anyone, who has sought or is seeking procurement from DGVCL.

f) not have a financial interest in any bidder(s) responding to DGVCL's bidding process and any person having financial interest in any bidder shall not participate in this tender process

g) not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorised to receive such information

h) treat all bidders in a fair and equitable manner in line with the principle of fairness, integrity and transparency in the procurement process

i) provide all bidders identical information at the same time, during the bidding process;

j) apply the same criteria of evaluation as specified in the bidding documents, bidder registration documents or pre-qualification documents and under no circumstances new evaluation criteria shall be introduced during the evaluation process

k) not entertain any favour, recreation, presents, services, etc. from the bidders or prospective bidders

l) protect the interests of the DGVCL under all circumstances while dealing withinformation and information sources

m) maintain confidentially of all bids

n) ensure that the selection of bidder is as per the RfS document and is not

influenced by personal reasons attributable to concerned officials in any manner

o) Disclose conflict of interest, if any.

5.1.2. Any Bidder participating in Tender process shall:

a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process

b) not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

c) not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the Tender process

d) not misuse any information shared between DGVCL and the bidders with an intent to gain unfair advantage in the Tender process

e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the Tender process;

f) not obstruct any investigation or audit of a Tender process

g) disclose conflict of interest, if any; and

h) disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

L.6. Breach of code of integrity by the bidder

6.1.1. In case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, DGVCL may take appropriate action in accordance with the provisions.

L.7. Vexatious Appeals & Complaints

7.1.1. Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint with the intention of delaying or defeating any procurement or causing Loss to DGVCL or any other bidder, shall be punished with fine as per the laws of land.

SECTION - M:

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

Price Bid Format

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

ANNEXURE- 1

Communication Architecture between RMS and State Level Server

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

ANNEXURE- 2

Draft Power Purchase Agreement (PPA)

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

ANNEXURE- 3

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

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

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

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

From

(Full name of Bidder / Lead Member of JV) .....
Address of the Organization.....
Name of Authorized Signatory: .....
Designation: .....
Email ID: .....
Phone / Mobile No.: .....

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

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

Ref: NIT No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03

Dear Sir,

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

1. I/We, the undersigned.....[insert name of the 'Bidder'] having read, examined and understood in detail the RfS document issued vide above referenced NIT, hereby submit our "Bid" in full compliance with terms & conditionsof RfS document. A copy of the RfS document, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms/ Conditions. I/ We have submitted the Bid in electronic form on ON-LINE mode at the Bidding Portal mentioned in the RfS document.
2. *[Insert this clause in case JV]* I/We are submitted our Bid in form of Joint Venture, whereby M/s..... is the Lead Member and Partner, M/s..... is the other JV Partner. We have enclosed the Joint Deed of Undertaking executed byus in our Bid as per the requirement mentioned in the RfS document.
3. I/We have selected Mr....., as our Authorized Signatory in our Bid. We have enclosed the Power of Attorney (POA) executed in favour of Authorized Signatory in our Bid as per the requirement mentioned in the RfS document.
4. I/We have paid the requisite amount of EMD. I/we understand that without payment of the EMD by us, our offer shall out rightly be rejected. If, I/we are selected and

shortlisted for as successful Bidder, we agree pay the required Performance bank guarantee as per the terms & conditions mentioned in the RfS document. I/We understand that I/we shall not be awarded the Contract if we fail to pay the Performance bank guarantee in stipulated time.

5. I/We agree to treat the RfS document and other records connected with the Scope of Work as secret and confidential documents and shall not communicate information described therein to any person other than the person authorized byyou or use the information in any manner prejudicial to the safety requirement.
6. I/We understand that you are not bound to accept the lowest or any bid you may receive.
7. I/ We are participating, as Bidders, in not more than one Bid in this Bidding process.
8. I / We declare that our Bid is strictly in line with RfS document Specification and there is no deviation. Further, I/We also agree that additional conditions / deviations, if any, found in our Bid, the Bid shall be out rightly rejected without assigning any reason thereof. We shall ensure that we execute such Bid documents as per the provisions of the NIT and provisions of such RfS document shall be binding on us. I/We confirm that we have not taken any deviation so as to be deemed non- responsive.
9. I/We hereby unconditionally and irrevocably agree and accept that the decision made by DGVCL in respect of any matter regarding or arising out of the Bid submitted by us/ RfS document issued by DGVCL shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
10. I/ We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of Project mentioned in the RfS document.
11. I / We hereby submit our Bid and undertake to keep our Bid valid for a period of 120 days from the date of opening of Technical Bid. I / We hereby further undertake that during the said period, I / We shall not vary/alter or revoke my/ our Bid.
12. I/We also agree to abide by and fulfil all the terms, conditions and provisions of the above mentioned RfS document, including .
13. I/We also agree to abide and hereby confirm and agree all the terms and condition by on-line mode only, the RfS documents along with all **Annexures 1 to 3 and form 1 to 10 as applicable**, including draft Power Purchase Agreement, RMS Communication and Security Architecture-PM KUSUM SEDM Platform, etc. documents attached herewith as a part of the whole on line tender. By confirming this, I/We also confirm all the amendments thereafter issued time to time and will be automatically binding to us.
14. I/We also agree to abide and hereby confirm and agree that all uploaded documents are copy of original documents. By submission of these documents on-line, I/We hereby agree that all such uploaded soft copy documents on the bidding platform as authentic, legal and will be binding to us.
15. We hereby declare that, we are in complete compliance of clause of Conflict of interest as per RfS Document.
16. we hereby confirm that except as mentioned in the Declaration Regarding Alternative, Deviations and Exceptions to the Provisions hereof and/or the Covering Letter, forming part of our Bid:

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(i) There are no discrepancies/inconsistencies and deviations/omissions/ reservations to the RfS document, in the price bid;

(ii) The description of items and the unit thereof in the price schedules are in conformity with those indicated in the price schedule of the RfS document without any deviation to the specified scope of work.

We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the online price bid, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to DGVCL

I / We hereby declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is not insolvent, not in receivership, not bankrupt or wound up, not have affairs administered by a court or a judicial officer, not have business activities suspended.

I / We further declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is not blacklisted or debarred by any utility / government agency, and not have a conflict of interest.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Enclosed:

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

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

Form-2 Summary Details of Bidder

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

In Response to NIT No:	DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03

S. No.	Information:	Details:
1.	Name of Bidder:	
2.	Bidding entity:	(JV / Sole Bidder)
3.	JV partners: *(Not applicable for Sole Bidder)*	1. Lead Member: 2. Other Partner:
4.	Registration status:	(Company/ LLP/ Partnership/ Sole Proprietor)
5.	Registration Number:	
6.	GST Registration Number:	
7.	PAN No:	
8.	Key Contact details:	Name: Email id: Mobile no.:
9.	Registered office details:	Address: Phone no.: Email ids:
10.	Other Branch offices in India:	
	(i)	Address: Phone no.: Email ids:
	(ii)	Address: Phone no.: Email ids:
11.	Details of firm's Directors:	
	(i) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(ii) *<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(iii) *<Name of director>*	Designation: Address: Mobile Number: Email ID:

	(iv) <*Name of director*>	Designation: Address: Mobile Number: Email ID:

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

Name of Authorized Signatory:

Designation:

Date:

Place:

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

In Response to NIT No:	DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03

Name of Bidder:-
Name of JV Partners, if bid is submitted through JV :-
Name of Bidder's contact Person:-
Bidder's contact Person mobile No:
Email ID of Bidder:
GST No of Bidder:

Please mention details as under in respect of all plants for which, bidder have submitted his bids.
Remark: For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT / Online only.
For the EMD amount above Rs.3 Lakh, EMD amount shall be paid by RTGS / NEFT/Online / Demand Draft / Banker's cheque / pay order / Bank Guarantee

Sr. No.	Bid No. (Plant Number) DG-SS-FLS-	Name of Sub station	Notified Plant Capacity as per Annexure-3	Offered plant Capacity by the bidder (MW)	Mode of Payment (RTGS/ NEFT/Online/DD/Banker's cheque /Pay order/Bank Guarantee)	EMD Amount in Rs. (Rs 1Lakhs /MW basis)	UTR number / Document number (i.e. DD/BG /Pay order / Banker's Cheque)	Date	Date up to which, BG is valid. (Min.period of 1 year from the last date of submission of bid of this RFS)
1									
2									
3									

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

Name of Authorized Signatory:

Designation: Date:

Place

FORM-4 Undertaking for producing GSTIN

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

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

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

Ref: NIT No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03

Dear Sir,

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

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

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

GSTIN Number of the Bidder is _____

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

Remark: At the time of submission of LoI acceptance, undertaking on nonjudicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate) (In case of JV the undertaking is to be provided by the Authorized Signature Member of the Joint Venture) shall be submitted by bidder.

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

Designation:Date:

Place:

FORM- 5- Positive Net-worth Certificate of Bidder

(On Letterhead of CA for the bidder (Bidder/ Lead Member/ Other Member) for which the below details are provided. In Case of JV the following format is to be provided by Each Member of the Joint Venture separately).

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

Financial Qualification Certificate for Positive Net worth

In Response to NIT No:	DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03

TO WHOMSOEVER IT MAY CONCERN

We have verified the books of accounts and related record of M/s._____ situated at Address of the factory/firm>_____ and on verification of the records, we hereby certify that **Net-worth** of this mentioned entity/firm as on **31-03-2023/31-12-2023 is POSITIVE.**

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

Note:

1. In addition to above certificate from Chartered Accountant, Bidder is required to submitfirm's annual audited Balance sheet and Profit & Loss statement for last years.
2. **In case of JV, the form shall also be signed by respective entity's authorized signatoryalong with Authorized Signatory for which POA is attached.**

Form-6 Power of Attorney in favour of Authorized Signatory

(In Case of Bidder is Single Entity)

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

The Bidder is required to upload **scanned copy** *of the* ***Power of Attorney in the Format as per the applicable Law.***

Form-7 : Power of Attorney in favour of Authorized Signatory (In Case Bidder is Joint Venture)

{On Non-Judicial Stamp Paper of Rs. 300/- attested by Notary Public/ First Class Magistrate}
The Bidder is required to upload scanned copy of this document duly filled and signed with company Seal

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder .....have formed a Joint Venture under the laws of ..... and having our Registered Office(s) / Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... and a Company incorporated under the laws of ..... having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to "Bid Specification". **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode,** under NIT No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03, for which bids have been invited by Dakshin Gujarat Vij Company Limited("DGVCL") undertake the following acts:

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

ii. To negotiate with DGVCL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the DGVCL for and on behalf of the "Joint Venture".

iii. To do any other act or submit any document related to the above.

iv. To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default byall the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the period to complete all the Scope of Work awarded under the terms of Bid Specification/ Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid and negotiates with DGVCL and signs the Contract with DGVCL and/or proposes to act on

Sign & Seal of SPG

behalf of the Joint Venture by virtue of this Power of Attorneyand the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ..... day of..... under the Common Seal(s) of their Companies.

For and on behalf of the

Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

   Name .....

   Designation .....

   Occupation .....

2. Signature.....

   Name .....

   Designation .....

   Occupation .....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and shall invariably be witnessed.

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Form-8 Undertaking by the Joint Venture Partners (In Case Bidder is Joint Venture)

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

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

THIS JOINT DEED OF UNDERTAKING executed on this ..... day of.... Two Thousand and ..... by M/s.....a company incorporated under the laws of..... .....and having its Registered Office at (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of .....and having its Registered Office at..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the "Bid Specification". **Request for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode,** under NIT No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03, the bids for which have been invited by Dakshin Gujarat Vij Company Limited("DGVCL") WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS DGVCL has invited bids as per the above mentioned Bid **for Selection of SPG through 'On-line' mode for purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**. under NIT No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03

AND WHEREAS SECTION - E:(1.1.1) forming part of the RfS document, inter-alia stipulates that an Undertaking of upto two qualified entities as partners in a Joint Venture, meeting the requirements of Eligibility & Qualification Criteria SECTION - E:, as applicable may bid, provided, the Joint Venture fulfils all other requirements under SECTION - E: and in such a case, the Bid Formats shall be signed wherever applicable and as required by RfS document either by the Authorized Signatory (appointed by a Power of Attorney executed by all partners of Joint Venture) and/or all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Performance bank guarantee will be as per the format enclosed with the RfS document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to DGVCL vide Bid No.....(Reference No: of Bid submitted by Bidder) dated ..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of RfS document, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by DGVCL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the **Party No.1,**
   shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound onto DGVCL for the successful performance of the Contract and shall be fully responsible for successful completion and performance of Scope of Work as provided in Contract in accordance with the terms and conditions specified in the Contract.
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if DGVCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to DGVCL, on its demand without any demur. It shall not be necessary or obligatory for DGVCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), DGVCL can proceed against anyof the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to DGVCL.
4. The financial liability of the Parties of this Deed of Undertaking to the DGVCL, as applicable, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – ..... *(to be suitably appended by the JV Partners along with this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any

manner or any law, on any of the Parties to this Undertaking or on the Joint Venture,other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance bank guarantee from a bank in favour of DGVCL in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till DGVCL discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of .....
has been affixed in my/ our presence pursuant to Board of Director's Resolution dated .....

Name .....
Designation .....
Signature .....

WITNESS:
I. .....
II. .....

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

(Signature of the authorized representative)

Common Seal of .....
has been affixed in my/ our presence pursuant to Board of Director's Resolution dated .....

Name .....
Designation .....
Signature .....

WITNESS:
I. .....
II. .....

For Party No.-2
For and on behalf of
M/s.....

(Signature of the authorized representative)

Note:

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1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamppapers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorized representatives ofeach of the partners and shall invariably be witnessed.
3. Attach the Appendix.....as mentioned in the Clause 5 of this Deed of Undertaking.

FROM-9 EMD Bank Guarantee Format

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

For RFS No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03. Plant No: _____

WHEREAS M/s. _____ (name & address of the Firm) having their registered office at _____ (address of the firms Registered Office) (hereinafter called the 'RFS Documenter') wish to participate in the RFS Document No. _____ for _____ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for _____ Dakshin Gujarat Vij Company Ltd and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs._____ (amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be 6 **(SIX)** months from the schedule date of opening of the RFS Document. **be submitted by the RFS Documenter along with the RFS Document.**

We, _____ (name of the Bank and address of the Branch giving the Bank Guarantee) having our Registered Office at _____ (address of Bank's Registered Office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Dakshin Gujarat Vij Company Ltd or any Officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of E.M.D.), (Rupees _____ _____ (in words) to the said Dakshin Gujarat Vij Company Ltd on behalf of the RFS Documenter.

We _____ (name of the Bank) also agree that withdrawal of the RFS Document or part thereof by the RFS Documenter within its validity or Non-submission of Security Deposit by the RFS Documenter within one month from the date RFS Document or a part thereof has been accepted by the Dakshin Gujarat Vij Company Ltd would constitute a default on the part of the RFS Documenter and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the RFS Documenter and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of RFS Documenter Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the RFS Documenter and the DGVCL.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. DGVCL/GUVNL 's Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ ***(Date of validity of the Guarantee)***, all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Signature of the Bank's Address of the Bank with

Branch Code,

Authorized Signatory

Telephone and Fax Nos.

Official Round Seal.

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

Form-10: Performance Bank Guarantee Format

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

Bank Guarantee No. ..... Date.....

Contract No.....

***Contract for* purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**. under NIT No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03

To

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

Dear Sir,

We refer to the Letter of Award ("LOA") <Insert LOA No: .....>, issued on <Insert Date ofIssue of LOA by DGVCL > by Dakshin Gujarat Vij Company Limited (hereinafter referred to as "DGVCL"), having its Registered Office at**"UrjaSadan",Kapodra Char Rasta, Nanavarachha road, SURAT-395006, (Gujarat)**, to M/s ..... *(Name of SPG)* ..... , having its Principal place of business at .....*(Address of Contractor)* ..... and RegisteredOffice at ..... *(Registered address of Contractor)*.....("SPG") concerning **"purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**. under NIT No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03 on RESCO model, and the LOA having been accepted by the SPG vide <.....*Insert Letter No....>*, resulting in Letter of Award to be issued vide <.....*Insert Work order No....> dated* .....

By this letter we, the undersigned, ...*(insert name & address of the issuing bank)* , a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of.....and having its Registered/Head Office at .....*(insert address of registered office of the bank)*..... do hereby irrevocably

guarantee payment to DGVCL up to Rs. _____ (_____ **rupees only)** until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA) between SPG and DGVCL i.e., upto and inclusive of ..... *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by DGVCL duly authorized officer or the authorized officer of DGVCL declaring the SPG to be in default under the Contract and without civil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the SPG to dispute or questionsuch demand.

Our liability under this Letter of Guarantee shall be to pay to DGVCL whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date (SCOD). It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiryor after the aggregate of the sums paid by us to DGVCL shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

All disputes arising under the said Guarantee between the Bank and DGVCL or between the SPG and DGVCL pertaining to the Guarantee shall be subject to the jurisdiction of courts onlyat Surat in Gujarat alone.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the SPG, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law shall operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____ Name_____ Designation_____

Contact Number(s): Tel._____Mobile_____ Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

*Signature*_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____ email _____

Note:

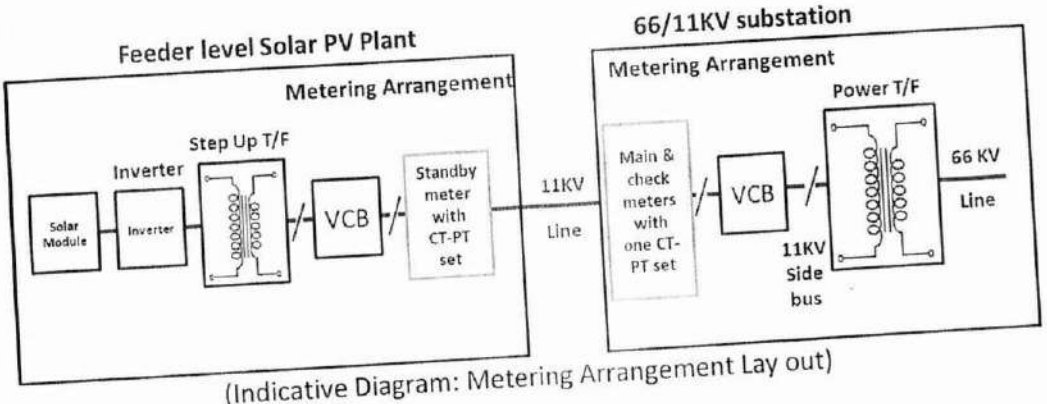
1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and shall invariably be witnessed.
3. The Bank Guarantee shall be in accordance with the proforma as provided. However,in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuingauthority(ies) of the Bank Guarantee*

ANNEXURE-1

Metering infrastructure Philosophy and Remote Monitoring System

A. Metering infrastructure Philosophy

1. Metering and grid connectivity of the projects would be the responsibility of the SPG in accordance with the prevailing guidelines / practices of DGVCL and / or CEA. DGVCL may facilitate in the process; however, the entire responsibility & cost lies only with the SPG.
2. Meters and metering equipment (CT-PT sets) specifications shall be complied with CEA metering regulations and shall be tested as per provision of GERC order / directives and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee lab before installation at site at the cost of SPG and should be properly sealed in the presence of designated authority from DGVCL at the time of installation.
3. The solar power generator shall install Metering infrastructure and Remote Monitoring System as per the philosophy explained in this Annexure.
4. SPG to install 3 ABT meters (main, check and standby) with RMS connectivity and 2 CT-PT sets (one for main & check meter and another for standby meter) indicated in below layout: -:

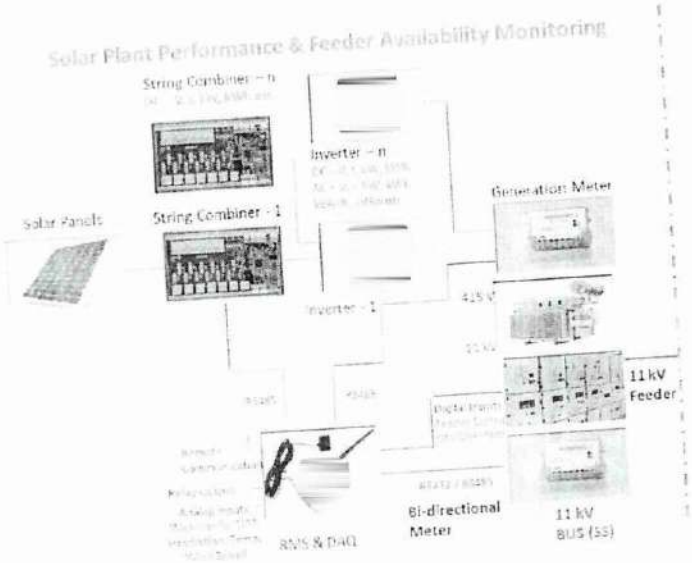


(Indicative Diagram: Metering Arrangement Lay out)

5. Installation and timely replacement of meters (main, check and standby) as requiredtodirectlymeasureenergysuppliedbytheSolarPowerPlantshallbetheresponsibility ofselected bidder.
6. The cost of all required meters at Substation end (main, check, standby meter)at substation end along with Meter and associated CT-PT sets and RMS at Solar plant site shall be borne by the SPG.

B. Remote Monitoring System (RMS)

1. SPG shall also be responsible for installation of IoT Devices-RMS Set for Remote Monitoring system connectivity of Inverters, String combiner box, Energy Meters at Solar plant, Substation with State SEDM Portal www.pmkusum.guvnl.com
2. As per the MNRE guidelines for feeder level Solarization under Component C of PM-KUSUM scheme, it is mandatory for DISCOMs to monitor solar power generation and performance of the solar power plant through online system on State-Portal www.pmkusum.guvnl.com. The online data will be integrated with central monitoring portal of MNRE which will extract data from the State portals for monitoring of the scheme.
3. In line with MNRE model guidelines for State Level SEDM Software Development issued in July 2020, Gujarat DISCOM shave developed State Level Solar Energy Data Management (SEDM) platform to integrate & monitor the performance of all systems installed under Component A, B & C (individual as well as feeder level Solarization)of PM-KUSUM scheme.
4. Also, as per the Specifications for Remote Monitoring System for Component A& C of the scheme, issued by MNRE on 15 Jul 2020, **the SPG under this RfS shall be required to install required remote monitoring systems for solar power plant to integrate with State SEDM platform directly** which in turn will have interface with National Level Solar Energy Data Management Platform of MNRE.
5. As part of National and State SEDM platform, various modules will be provided such as Consumer Management, Scheme Progress Management, Asset Management, Live Asset Monitoring, Performance Analysis, Complaint and Ticket Management, DeviceIntegration/SCADAPlatform,Alarm/Events/Notification,MeterDataAcquisition (MDAS) /Meter Data Management (MDM), Archiving and Historian, Report Manager, Mobile application, SIA officer and EPC, Enterprise level user and role management.
6. MNRE and DISCOMs will develop and host the of National and State Level SEDM platform which is excluded from the scope of the SPG but SPG needs to operate and do various data entries related to application processing, asset and workflow mgmt.



6. As shown in above diagram SPG needs to provide a remote monitoring system for:

(a) Solar Power Plant Remote Monitoring system: To capture electrical parameters from multiple devices such as ,Inverters, String Combiner boxes or String inverters including meters at Sub-station level. Remote monitoring system will capture important Electrical and Status parameters such as AC/DC voltage, control, power, energy as well as monitoring of Breaker etc and will transmit data to State Level Solar Energy data management (SEDM) platform.

(b) Communication Connectivity for Solar Plant RMS:

i. Field Device Connectivity: RMS will connect to Inverter, String combiner boxes or string inverters using RS485 MODBUS communication protocol as well as meters using RS232 DLMS protocol. Both protocols are widely used by equipment manufacturers.

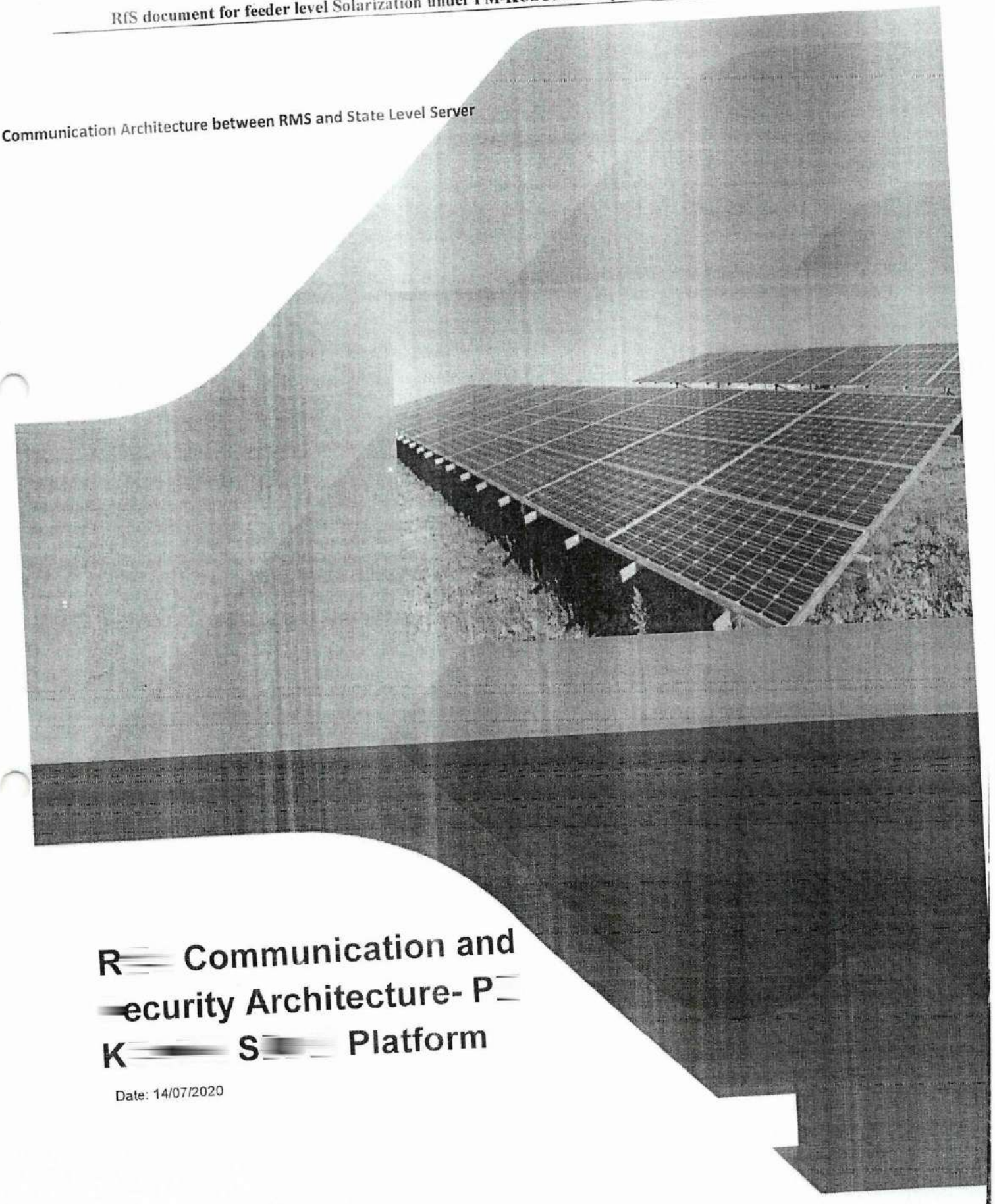
ii. Remote Connectivity: RMS will connect to State Level SEDM Server using 2G/3G/4G or any other suitable cellular communication.

iii. Local Connectivity: Ethernet/Bluetooth/Wi-Fi connectivity to configure parameter, notifications, communication intervals, set points, operation mode configuration or to download locally stored data.

7. It is the responsibility of SPG to provide SIM card/Wi-fi connectivity, bear recurring communication charges and maintain communication connectivity of more than 96% and data availability of 99% for the 25 years (unless extended by both the parties on mutual agreement) of operation &maintenance of solar power plant and itsassociated11kVline failing bills of the Generator may not be processed.

8. Details of Communication Modes, Communication Protocols, Security and Message formats and equipment wise parameter details are enclosed as "Communication Architecture between RMS and State Level Server" is described as below write-up :-

Communication Architecture between RMS and State Level Server



R[redacted] Communication and [redacted]ecurity Architecture- P[redacted]

K[redacted] S[redacted] Platform

Date: 14/07/2020

Contents

RMS Communication & Security Architecture 2

1. Security Architecture 3
2. RMS Registration 3
3. MQTT Topic Structure 4
4. Communication Modes 4
5. Communication Protocols 5
6. MQTT Message Structure 6

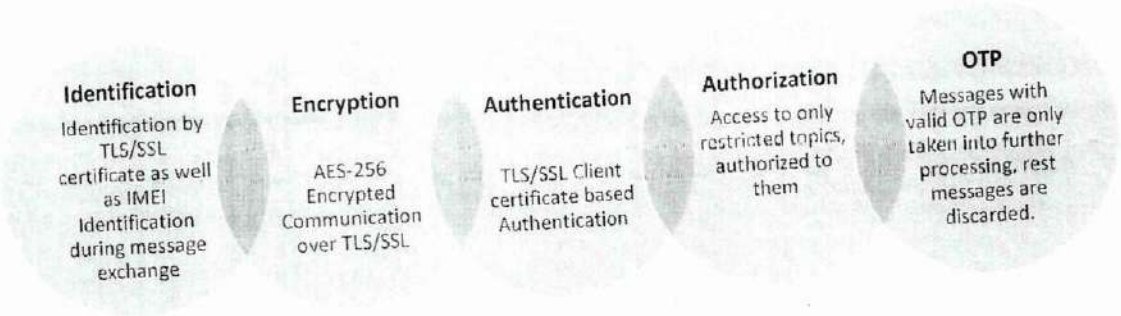
RMS Communication & Security Architecture

1. Security Architecture(with reference to EESL Tender Annexure 8 – clause4.d)
2. RMS Registration (with reference to EESL Tender Annexure 8 – clause4.d)
3. MQTT Topic Structure(with reference to EESL Tender Annexure 8 – clause4.b,4.c)
4. MQTT Message Structure(with reference to EESL TenderAnnexure8– clause4.e,4.f)
5. Annexure:JSONFormatswithparameterkeywords,samplevaluesanddescription
    a. Annexure: Pump Controller
    b. Annexure: Energy Meter
    c. Annexure: Inverter
    d. Annexure: String Combiner Box(SJB)
    e. Annexure: Heartbeat
    f. Annexure: DAQ

1. Security Architecture

This section highlights the communication security architecture between RMS/DCU and State SWPS IoT Platform. With this security, architecture, third parties are unable to intercept or "sniff" the encrypted data. This stops ISPs, employers, local network administrators and cybercriminals from being able to perform "packet sniffing" to access what the traffic contains. It also protects against man in the middle (MitM) attacks. This implements Private TLS/SSL VPN to ensure highest level of security.

In additional to this, use of OTP in every message exchange shall help restrict spammers and Bots. Such OTP based mechanism will provide transaction level security which is required for remote operations.



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2. RMS Registration

This section details how individual RMS/DCU shall be registered and communicate securely with State SWPS IoT Platform.

- Every supplier/vendor must Register all unique IMEI (International Mobile Equipment Identity) of RMS/DCU with State SWPS
- State SWPS will generate individual client certificate for RMS/DCU against unique IMEI registered and share with supplier/vendor through secured web API interface.
- Every supplier/vendor shall be able to access web API with unique credentials shared with them.
- Web API shall return individual client certificate, Device Broker url and "info" topic.
- After installation of client certificate relevant to IMEI of RMS/DCU, RMS/DCU will connect to Device Broker and get authenticated using client certificate and further shall be able to receive additional configuration details such as FTP credential, Message Topic structure etc. after subscribing to default topic.
- After client certificate expiry, RMS will connect to FTP using available credentials and download the renewed certificate

3. MQTT Topic Structure

This section defines the different topic structure for communication between RMS/DCU and State SWPS through Device Broker.

RMS/DCU will publish and subscribe to their respective topics only, authorization of topic shall be done against unique credentials.

Application Version	Solution	IMEI	Message Type	Publish/Subscribe
IIOT-1	Standalone solarpump	{IMEI}	Info	Subscribe
	Gridconnected solarpump		OTP	Subscribe
	Solar MW		Heartbeat	Publish
	Ongrid rooftop		Data	Publish
	Offgrid rooftop		Ondemand	Subscribe
			Config	Subscribe

Sample Topic structure for Stand-alone Solar Pump shall be: **IIOT-1/Standalone solar pump /{IMEI}/info**

Multiple sub-topics will be formed for communication between RMS/DCU and state SWPS IoT Platform

- **Info:** Default Topic To exchange RMS/DCU configuration details
- **OTP:** To exchange OTP at every interval of 15/30/60minutes
- **Heartbeat:** To update RMS/DCU health indicators at frequent configurable intervals.
- **Data:** To exchange data related to RMS/DCU Monitoring parameters in "**pushmode**"
  - Push data Periodically
  - Push data on Event/Notification
  - History Missing Data Push Mode :History data will be identified against **"index"**

- **On demand:** To exchange data between RMS/DCU and Server in "**Command on Demand**" Mode
  - Each "On Demand" message will have two transactions:Commands,Response.
  - On demand command and response will be tracked against a common "**MSGID**".
  - On demand message can be used to read and write with two command types
    - Command: "**Read**" - In json received from server replace each key with value from RMS/DCU and send the updated json back to server.
    - Command: "**Write**" - After executing the command based on key-value pair received in json, send the updated json back to server on successful execution.
    - Note: handshaking parameters such as msgid, etc has to send back to server as is, without modification
- **Config:** To update configurable parameters of Device, which is similar to Ondemand but will be used only for configurable parameters of Device, this implements "**Configuration over the air**"
    - Command: "**Read**" - In json received from server replace each key with value from RMS/DCU and send the updated json back to server.
    - Command: "**Write**" - After executing the command based on key-value pair received in json, send the updated json back to server on successful execution.
    - Note: handshaking parameters such as msgid, etc has to send back to server as is, without modification

4. Communication Modes

- **Push on Periodic Interval:** In this mode deployed RMS shall transmit data of Multiple devices and sensors on different configurable time intervals such as Inverter or pump controller data at every 5 minutes, Energy Meter data at every 15 minutes, String Combiner Box data at every 10minutes
- **Push on Event:** RMS shall detect various configurable alarm or event conditions such as Pump On/Off Status, Inverter On/Off Status, Low Water Flow Rate, Fault or Trip status etc. and It shall transmit data immediately to the server
- **On Demand Read:** In this mode, User will send command to RMS to get data as and when required and RMS will send the required data to server immediately
- **On Dem and Write:** In case of Remote Operations, Farmer/Consumer shall send On Demand Write Command to the RMS and RMS will send back the acknowledgement with change in parameters after operation is completed
- **Configuration read/write:** Using this mode, user will be able to read and change configurable parameters remotely such as updating periodic interval, alarm limits, server parameters etc.

5. Communication Protocols

- **Field Device Communication:** RMS to Field Devices communication such as Inverter, Pump Controller, Drive, String Combiner box, MFT/MFM, Data Acquisition System shall be established using **MODBUS RTU protocol** supported by all leading manufacturers globally

- **Energy Meter Communication:** RMS to Energy Meter communication such as Bi Directional(Revenue) Meter, Solar Generation (Audit) Meter shall be established using **DLMS/ Modbus** protocol supported by all leading Meter Manufacturers in India
- **RMS to Server Communication - Industrial IoT MQTT Protocol:** RMS to Server Communication shall be established using MQTT protocol which is well accepted IoT protocol across the globeandsupportedbyallleadingITaswellasOTcompaniesforSmartGrid,SmartREand Smart City Applications

6. MQTT Message Structure

This section details message structure exchanged between RMS/DCU and state SWPS IoT Platform through Device Broker

keyword	Description	Sample Value
IMEI	Unique Identification of RMS/DCU – required to ensure registered source of data	863287049443888
VD	Virtual device/group – required for grouping parameters based on update interval/subsystems such as inverter/pump controller/meter/string combiner box etc.	2
MSGID	Message Transaction Id - required for "Ondemand" /"Config" message type, request/response/acknowledgement/feedback	123456789
COMMAND	Read/Write –Applicable only in case of "Ondemand"/ "Config" message Type	Read
TIMESTAMP	RTC timestamp of RMS/DCU against all parameters of vd /group(YYYY-MM-DD HH:mm:SS)	2019-08-20 20:15:08
STINTERVAL	Periodic interval at which RMS shall store and transmit Data to server. (in minutes)	15
DATE	Local storage date–required as a reference to fetch data From local storage(YYYY-MM-DD)	2020-06-15
INDEX	Local storage Index–required as a reference to fetch Data from local storage	5
MAXINDEX	Local storage maximum index of local storage date– Required to calculate missing index	96
LOAD	Local storage retrieval command & status	0
POTP	Previous One Time Password	12345678
COTP	Current One Time Password, State SWPS Broker will Update OTP at interval of30/60 minutes	12345678
Parameter-1Parameter-2Parameter-3Parameter-1 ..... Parameter-n	Equipment wise Keywords for multiple Parameters.	

Communication Format Annexure

Annexure–1(Revision-B) Pump Controller

Message Name	:Periodic Push Pump Controller(1)
Message Format	:JSON
Message Type	:Data
Message Command Flow	:Not Applicable for Data periodic Push
Message response Flow	:RMS->State SWPS IoT Platform
Message Medium	:GPRS

Command Message	
Not Applicable	

Response Message		
Message	**Description**	**Unit**
{		
"VD":1	Virtual Device Index/Group	-
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group	-
"MAXINDEX":96	Maximum index of local storage date	-
"INDEX":7,	Reference of local storage	-
"LOAD":0,	Local storage retrieval command & status	-
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server.(in minutes)	-
"MSGID":"",	Message Transaction Id - required for "Ondemand"/ "Config" message type, request/ response / acknowledgement/ feedback	-
"DATE":200518,	Local storage date	YYMMDD
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU	-
"ASN_11":"34123450",	**Pump Controller Serial No.** RMS: 0 DAQ: 1-9 Pump Controller: 11-19 Meter: 21-29 Inverter: 31-39 String Combiner Box: 41-49	-
"POTP":"341234",	**Previous One Time Password**	-
"COTP":"341234",	**Current One Time Password**	-
"PMAXFREQ1":"50.00",	**Maximum Frequency**	Hz

"PFREQLSP1":"50.00",	Lower Limit Frequency	Hz
"PFREQHSP1":"50.00",	Upper Limit Frequency	Hz
"PCNTRMODE1":"1",	Solar Pump Controller Control Mode	-

0	Variable Frequency Control Mode
1	CVT Mode for Solar
2	MPPT mode for Solar

"PRUNST1":"2",	Solar Pump Controller Run Status	-

0	Stop
1	Running
2	Sleep
3	Low Speed Protection
4	Dry Run Protection
5	Over Current Protection
6	Minimum Power Protection

"PREFFREQ1":"50.00",	Solar Pump Controller Reference Frequency	Hz
"POPFREQ1":"50.00",	Solar Pump Controller Output Frequency	Hz
"POPI1":"20.00",	Output Current	A
"POPV1":"230.00",	Output Voltage	V
"POPKW1":"45.00",	Output Active Power	KW
"PDC1V1":"550.00",	DC Input Voltage	DCV
"PDC1I1":"50.00",	DC Current	DCI
"PDCVOC1":"650.00",	DC Open Circuit Voltage	DCV
"PDKWH1":"35.00",	Today Generated Energy	KWH
"PTOTKWH1":"120.00",	Cumulative Generated Energy	KWH
"POPFLW1":"2.00",	Flow Speed	LPM
"POPDWD1":"120.00",	Daily Water Discharge	Litres
"POPTOTWD1":"220.00",	Total Water Discharge	Litres
"PMAXDCV1":"750.00",	Max DC Voltage	DCV
"PMAXDCI1":"40.00",	Max DC Current	DCI
"PMAXKW1":"650.00",	Max Output Active Power	DCKW
"PMAXFLW1":"650.00",	Max Flow Speed	LPM
"PDHR1":"8.00",	Pump Day Run Hours	Hrs
"PTOTHR1":"8.00",	Pump Cumulative Run Hours	Hrs
}		

Reaction	
Not Applicable	

Communication Format Annexure

Annexure-2 Energy Meter

Message Name	:Periodic Push Meter(1)
Message Format	:JSON
Message Type	:Data
Message Command Flow	:Not Applicable for Data periodic Push
Message response Flow	:RMS->State SWPS IoT Platform
Message Medium	:GPRS

Command Message	
Not Applicable	

Response Message	
Message	Description
{	
"VD":2	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all Parameters of vd /group
"MAXINDEX":96	Maximum index of local storage date
"INDEX":7,	Reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and Transmit data to server.(in minutes)
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback
"DATE":200518,	Local storage date

"IMEI":"1234561234561234",	IMEI No. of First Sim tobe considered always for Unique identity of DCU
"ASN_21":12345678,	Asset Serial Number RMS: 0 DAQ: 1-9 Pump Controller: 11-19 Meter: 21-29 Inverter: 31-39 String Combiner Box: 41-49
"MTDET1":30012302,	Meter Detail
"POTP":"34123450",	**Previous One Time Password**
"COTP":"34123450",	**Current One Time Password**
"MTBLDATE1":18,	Billing Date for meter 1
"DATE1":180606,	Present date for meter 1
"TIME1":105400,	Present time for meter 1
"IR1":20.58,	R Phase Current in Amps
"IY1":20.65,	Y Phase Current in Amps
"IB1":20.12,	B Phase Current in Amps
"VRN1":240.12,	R Phase to Neutral Voltage in Volts
"VYN1":242.13,	Y Phase to Neutral Voltage in Volts
"VBN1":243.55,	B Phase to Neutral Voltage in Volts
"VRY1":420.18,	Phase to Phase Voltage (R-Y) in Volts
"VYB1":419.38,	Phase to Phase Voltage(Y-B) in Volts
"VBR1":421.5,	Phase to Phase Voltage(B-R)in Volts
"PFR1":0.98,	R Phase Power Factor
"PFY1":0.97,	Y Phase Power Factor
"PFB1":0.96,	B Phase Power Factor
"FRQ1":50.05,	Grid Frequency
"POWR1":42.578,	R Phase Active Power in KW
"POWY1":42.156,	Y Phase Active Power in KW
"POWB1":42.354,	B Phase Active Power in KW
"POW1":42.185,	Total Active Power in KW
"RPOWR1":22.123,	R Phase Reactive Power in KVAR
"RPOWY1":20.110,	Y Phase Reactive Power in KVAR
"RPOWB1":22.310,	B Phase Reactive Power in KVAR
"RPOW1":65.610,	Total Reactive Power in KVAR
"APOWR1":55.610,	R Phase Apparent Power in KVA
"APOWY1":52.910,	Y Phase Apparent Power in KVA
"APOWB1":53.911,	B Phase Apparent Power in KVA
"APOW1":14.198,	Total Apparent Power in KVA
"KWHNET1":98561.4,	Cumulative Net Energy in KWH
"KWHIMP1":98561.4,	Cumulative Import Energy in KWH
"KWHEXP1":98561.2,	Cumulative Export Energy in KWH
"KVAHNET1":99100.3,	Cumulative Net Energy in KVAH
"KVAHIMP1":99105.1,	Cumulative Import Energy in KWH
"KVAHEXP1":98999.1,	Cumulative Export Energy in KWH
"MDKWIMP1":100.3,	Rising Demand(Import) in KW
"MDKWEXP1":98.6,	Rising Demand(Export) in KW

"POFF1":1020,	Grid Power Failure in Minutes
"TC1":100,	Total Tamper Counts
"PF1":0.99,	Average PF
"LBKWHNET1":98561,	Last Billing Cycle Net Energy in KWH
"LBKWHIMP1":98561,	Last Billing Cycle Import Energy in KWH
"LBKWHEXP1":98561,	Last Billing Cycle Export Energy in KWH
"PMDKVAIMP1":22.50,	Present MD KVA Import
"PMDKVAEXP1":0.00,	Present MD KVA Import
"LBMDKWIMP1":7.07,	Last Billing MD KW Import
"LBMDKWEXP1":0.00,	Last Billing MD KW Export
"LBMDKVAIMP1":7.07,	Last Billing MDKVA Import
"LBMDKVAEXP1":0.00,	Last Billing MD KVA Export
"MDRSTC1":4	MD Reset Count
}	

Reaction	
Not Applicable	

Communication Format Annexure

Annexure –3 Inverter

Message Name	:Inverter Periodic Push(INVERTER-1)
Message Format	:JSON
Message Type	:Data
Message Command Flow	:Not Applicable for Data periodic Push
Message response Flow	:RMS->State SWPS IoT Platform
Message Medium	:GPRS

Command Message	
NotApplicable	

Response Message	
Message	**Description**
{	
"VD":5	Virtual Device Index/Group
"TIMESTAMP":"2020-05-1817:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
"MAXINDEX":96	Maximum index of local storage date
"INDEX":7,	Reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and Transmit data to server.(in minutes)
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config"messagetype, request/response/acknowledgement/feedback
"DATE":200518,	Local storage date
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for unique identity of DCU
"ASN_31":"34123450",	**Inverter Serial No.**

	RMS	0
	DAQ	1-9
	Pump Controller	11-19
	Meter	21-29
	Inverter	31-39
	String Combiner Box	41-49
"POTP":"34123450",	Previous One Time Password	
"COTP":"34123450",	Current One Time Password	
"IST1":1,	Inverter Status	
"IFREQ1":40,	Frequency	
"IPF1":0.8,	Power Factor	
"IDC1V1":500,	DC-1Voltage	
"IDC1I1":200,	DC-1Current	
"IDC1KW1":200,	DC-1 Power	
"IDC2V1":243.55,	DC-2Voltage	
"IDC2I1":420.18,	DC-2Current	
"IDC2KW1":200,	DC-2 Power	
"IDC3V1":419.38,	DC-3Voltage	
"IDC3I1":421.8,	DC-3Current	
"IDC3KW1":200,	DC-3 Power	
"IDC4V1":0.98,	DC-4Voltage	
"IDC4I1":0.97,	DC-4Current	
"IDC4KW1":200,	DC-4 Power	
"IRPHV1":0.96,	R phase voltage	
"IRPHI1":50.05,	R phase current	
"IRPHKW1":50.05,	R phase Active Power	
"IYPHV1":42.578,	Y phase voltage	
"IYPHI1":42.156,	Y phase current	
"IYPHKW1":50.05,	Y phase Active Power	
"IBPHV1":42.354,	B phase voltage	
"IBPHI1":42.185,	B phase current	
"IBPHKW1":50.05,	B phase Active Power	
"IKW1":22.123,	Active Power	
"ITKWH1":20.110,	Today Generated Energy	
"ITON1":22.310,	Today On Time of Inverter	
"ILKWH1":65.610,	Life time Generated Energy	
"ILON1":55.610,	Life time running hours	
"ITEMP1":52.910,	Inverter Temperature	
"IFT11":53.911,	Fault-1	
"IFT21":14.198,	Fault-2	
"IFT31":98561.4,	Fault-3	
"IFT41":98561.4,	Fault-4	
"IFT51":98561.2,	Fault-5	
"IKVA1":99100.3,	Apparent power	
"IKVAR1":99105.1	Reactive power	
}		

Reaction	
Not Applicable	

Communication Format Annexure

Annexure- 4 String Combiner Box

Message Name	:Periodic Push String Combiner Box
Message Format	:JSON
Message Type	:Data
Message Command Flow	:Not Applicable for Data periodic Push
Message response Flow	:RMS->State SWPS IoT Platform
Message Medium	:GPRS

Command Message	
Not Applicable	

Response Message	
Message	**Description**
{	
"VD":9	Virtual Device Index/Group
"TIMESTAMP":"2020-05-1817:58:00",	RTC timestamp of RMS/DCU against all parameters of vd/group
"MAXINDEX":96	Maximum index of local storage date
"INDEX":7,	Reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server.(in minutes)
"MSGID":"",	Message Transaction Id-required for "Ondemand"/ "Config" message type ,request/response/acknowledgement/feedback
"DATE":200518,	Local storage date
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for Unique identity of DCU
"ASN_41":"34123450",	**SJB Serial no** RMS: 0 DAQ: 1-9

	Pump Controller 11-19 Meter 21-29 Inverter 31-39 String Combiner Box 41-49
"POTP":"34123450",	Previous One Time Password
"COTP":"34123450",	Current OneTime Password
"SI11":"3.00",	SJB1,Channel1Current
"SI21":"5.00",	SJB1,Channel2Current
"SI31":"5.00",	SJB1,Channel3Current
"SI41":"5.00",	SJB1,Channel4Current
"SI51":"5.00",	SJB1,Channel5Current
"SI61":"5.00",	SJB1,Channel6Current
"SI71":"5.00",	SJB1,Channel7Current
"SI81":"5.00",	SJB1,Channel8Current
"SI91":"5.00",	SJB1,Channel9Current
"SI101":"5.00",	SJB1,Channel10Current
"SI111":"5.00",	SJB1,Channel11Current
"SI121":"5.00",	SJB1,Channel12Current
"SI131":"5.00",	SJB1,Channel13Current
"SI141":"5.00",	SJB1,Channel14Current
"SI151":"5.00",	SJB1,Channel15Current
"SI161":"5.00",	SJB1,Channel16Current
"SI171":"5.00",	SJB1,Channel17Current
"SI181":"5.00",	SJB1,Channel18Current
"SI191":"5.00",	SJB1,Channel19Current
"SI201":"5.00",	SJB1,Channel20Current
"SI211":"5.00",	SJB1,Channel21Current
"SI221":"5.00",	SJB1,Channel22Current
"SI231":"5.00",	SJB1,Channel23Current
"SI241":"5.00",	SJB1,Channel24Current
"SDCV1":"635.00",	SJB1,DCVoltage
"SDCTOTI1":"40.00",	SJB1,TotalDC Current
"SDCTOTKW1":"28.00",	SJB1,TotalDC Power
"SDI11":"1.00",	SJB1,DigitalInput1
"SDI21":"1.00",	SJB1,DigitalInput2
"ST11":"1.00",	SJB1,Temperature1
"ST21":"1.00",	SJB1,Temperature2
"ST31":"1.00"	SJB1,Temperature3
}	

Reaction	
Not Applicable	

Annexure–5 RMS

Message Name	:RMS
Message Format	:JSON
Message Type	:Heartbeat
Message Command Flow	:Not Applicable
Message response Flow	:RMS->State SWPS IoT Platform
Message Medium	:GPRS.

Command Message	
NotApplicable	

Response Message	
Message	**Description**
{	
"VD":0	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all Parameters of vd/group
"MAXINDEX":96	Maximum index of local storage date
"INDEX":7,	Reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and Transmit data to server.(in minutes)
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback
"DATE":200518,	Local storage date
"IMEI":"1234561234561234",	IMEI No. of First Sim to be considered always for Unique identity of DCU
"POTP":"341234",	**Previous One Time Password**
"COTP":"341234",	**Current One Time Password**
"GSM":1,	Device connected to GSM network
"SIM":1,	SIM detected (1-detected)
"NET":1,	Device in Network(1-innetwork)
"GPRS":"1",	GPRS connected (1-connected)

"RSSI":22,	Signal Strength
"SD":"1",	SD card detected(1 -detected)
"ONLINE":1,	Device Online (1-Online)
"GPS":1,	GPS Module Status(1-ON,0-OFF)
"GPSLOC":1,	GPS Location Locked
"RF":1,	RF Module Status(1-ON,0-OFF)
"RTCDATE":180918,	RTC Date
"RTCTIME":175800,	RTC Time
"TEMP":45.5,	Device Temperature
"LAT":19.06,	Latitude from gps
"LONG":72.8777,	Longitude from gps
"SIMSLOT":1,	Sim Slot(CurrentSimSlot:1or2)
"SIMCHNGCNT":10,	Total Sim Slot Change Count
"FLASH":1,	Device Flash Status1: Detected 0:Error
"BATTST":0,	Battery Input Status:1 if on battery powerelse0
"VBATT":5.0,	Battery Voltage
"PST":1	Power Supply(1-Mains, 2-Battery)
}	

Reaction	
Not Applicable	

Annexure–6 DAQ System

Message Name	:Periodic Push DAQ System
Message Format	:JSON
Message Type	:Data
Message Command Flow	:Not Applicable for Data periodic Push
Message response Flow	:RMS->State SWPS IoT Platform
Message Medium	:GPRS

Command Message	
NotApplicable	

Response Message	
Message	**Description**
{	
"VD":12	Virtual Device Index/Group
"TIMESTAMP":"2020-05-18 17:58:00",	RTC timestamp of RMS/DCU against all Parameters of vd/group
"MAXINDEX":96	Maximum index of local storage date
"INDEX":7,	reference of local storage
"LOAD":0,	Local storage retrieval command & status
"STINTERVAL":15,	Periodic interval at which RMS shall store and transmit data to server.(in minutes)
"MSGID":"",	Message Transaction Id - required for "Ondemand"/"Config" message type, request/response/acknowledgement/feedback
"DATE":200518,	Local storage date
"IMEI":"1234561234561234",	IMEI No. Of First Sim to be considered always for Unique identity of DCU
"POTP":"34123450",	**Previous One Time Password**
"COTP":"34123450",	**Current One Time Password**
"AI11":45.5,	Analog Input–1
"AI21":45.5,	Analog Input–2
"AI31":45.5,	Analog Input–3
"AI41":45.5,	Analog Input–4

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"DI11":1,	Digital Input–1
"DI21":0,	Digital Input–2
"DI31":1,	Digital Input–3
"DI41":0,	Digital Input–4
"DO11":1,	Digital Output–1
"DO21":1,	Digital Output–2
"DO31":1,	Digital Output–3
"DO41":1	Digital Output–4
}	

Reaction	
Not Applicable	

Annexure-7

Message Name	:On Demand Read/Write Parameter/Keyword
Message Format	:JSON
Message Type	:Config
MessageCommand Flow	:Cloud Server->RMS
Message Response Flow	:RMS->Cloud Server
Message Medium	:GPRS

Command Message	
Message	Description
{	
"timestamp":"2018-09-1817:58:00",	
"type":"config",	
"cmd":"write",	To write config
"msgid":"130",	Server Auto Generated
"APN1":"www"	APN Value for sim1
"USR1":"string"	sim1 username
"PASS1":"string"	sim1 password
"APN2":"Internet"	APN Value for sim2
"USR2":"string"	Sim2 username
"PASS2":"string"	Sim2 password
"RESTART":1	To restart DCU,1 : Execute command
"UPDATEINTERVAL":15	Enter update interval in mins.
"HEARTINTERVAL":5	Heartbeat Update Interval in mins
"URTCDATE":200622	DCU RTC Date(YYMMDD) Update
"URTCTIME":220312	DCU RTC Time(HH:MM:SS) Update-24 hour format
"UPDATERTC":1	Update RTC, 1: Executecommand,0 :Successful execution
"GSMSYNC":1	RTC auto GSM synchronization, 1:to execute command
"DO1":1	Pump Remote ON/OFF Operation(1-ON, 0-OFF)
"AI1ZERO":1	Engineering Zero Value (4 mA dc)forAI1 E.G.0(LPM)
"AI1SPAN":100	Engineering Span Value(20mA dc)forAI1 E.G.5000(LPM)
"AI2ZERO":1	Engineering Zero Value(4mA dc)forAI2

"AI2SPAN":100	Engineering Span Value(20mA dc)forAI2
"AI3ZERO":1	Engineering Zero Value(4mA dc)forAI3
"AI3SPAN":100	Engineering Span Value(20mA dc)forAI3
"AI4ZERO":1	Engineering Zero Value(4mA dc)forAI4
"AI4SPAN":100	Engineering Span Value(20mA dc)forAI4
"URL":"rms1.kusumiiot.co"	URL of Broker Server
"PORT":8883	Port of Broker Server
"CID":"d:860906045525646$standalonesolarpump$27"	Unique Client id of device
"USERNAME":"860906045525646$standalonesolarpump$27"	Username for device authentication
"PASSWORD":"9e0baa73"	Password for device authentication
"FTPURL":"rms1.kusumiiot.co"	URL for FTP
"FTPUSER":"866191037709301"	Username for FTP
"FTPPASS":"908552f"	Password for FTP
"FTPPORT":22	Port for FTP
"FTPDOWN":1	Download Certificates from ftp 1: To execute command, 0: Command is successfully executed
}	

Response Message	
Message	Description
{	
"timestamp":"2018-09-1817:58:00",	
"type":"config",	
"cmd":"write",	To write config
"msgid":"130",	Server Auto Generated
"APN1":"www"	APN Value for sim1
"USR1":"string"	sim1 user name
"PASS1":"string"	sim1 password
"APN2":"Internet"	APN Value for sim2
"USR2":"string"	Sim2 user name
"PASS2":"string"	Sim2 password
"RESTART":1	To restart DCU,1 : Execute command
"UPDATEINTERVAL":15	Enter update interval in mins.
"HEARTINTERVAL":5	Heartbeat Update Intervalin mins

"URTCDATE":200622	DCU RTC Date(YYMMDD) Update
"URTCTIME":220312	DCU RTC Time(HH:MM:SS) Update-24 hour format
"UPDATERTC":1	Update RTC, 1: Execute command,0 : Successful execution
"GSMSYNC":1	RTC auto GSM synchronization, 1: to execute command
"DO1":1	Pump Remote ON/OFF Operation(1-ON,0-OFF)
"AI1ZERO":1	Engineering Zero Value (4 m Adc)forAI1 E.G.0(LPM)
"AI1SPAN":100	Engineering Span Value(20mA dc)forAI1 E.G.5000(LPM)
"AI2ZERO":1	Engineering Zero Value(4mA dc)forAI2
"AI2SPAN":100	Engineering Span Value(20mA dc)forAI2
"AI3ZERO":1	Engineering Zero Value(4mA dc)forAI3
"AI3SPAN":100	Engineering Span Value(20mA dc)forAI3
"AI4ZERO":1	Engineering Zero Value(4mA dc)forAI4
"AI4SPAN":100	Engineering Span Value(20mA dc)forAI4
"URL":"rms1.kusumiiot.co"	URL of Broker Server
"PORT":8883	Port of Broker Server
"CID":"d:860906045525646$standalonesolarpump$27"	Unique Client id of device
"USERNAME":"860906045525646$standalonesolarpump$27"	Username for device authentication
"PASSWORD":"9e0baa73"	Password for device authentication
"FTPURL":"rms1.kusumiiot.co"	Url for FTP
"FTPUSER":"866191037709301"	Username for FTP
"FTPPASS":"908552f"	Password for FTP
"FTPPORT":22	Port for FTP
"FTPDOWN":1	Download Certificates from ftp 1: To execute command, 0: Command is successfully executed
}	

Command Message	
Command–B. Incase, if some key in command are invalid	
Message	**Description**
{	
"timestamp":"2018-09-1817:58:00",	
"type":"config",	
"cmd":"write",	To write config
"msgid":"130,	server auto generated
"APNN1":2	send value"2"
"USR1":"xyz"	send value "xyz"
}	

Response Message	
Message	**Description**
{	
"timestamp":"2018-09-1817:58:00",	
"type":"config",	
"cmd":"write",	To write config
"msgid":"130",	server auto generated
"APNN1":0	Invalid Key,value will be returned '0'
"USR1":"xyz"	Actual value received
}	

Reaction	
Not Applicable	

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

DRAFT POWERPURCHASEAGREEMENT (PPA)

for

Procurement of ____MWp

Solar Power on Long Term basis for

Feeder level Solarization–under

PM-KUSUM Component-Cof the Scheme for

Solarization of 11 KV Agricultural Feeder(s) of _____66/11 KV

Substation, _____sub-division, _____Division, _____Circle of DGVCL

Between

<nameofSolarPowerGenerator(SPG)>

and

DAKSHIN GUJARAT VIJ COMPANYLIMITED

[/ /2024]

This Power Purchase Agreement is made on the_____day of_____of 20__at _____.

Between

.....*<nameofSPG>*.....,selected as Solar Power Generator for implementation of Solar Power Project with associated 11kV evacuation line under Pradhan **Mantri Kisan Urja Surakshaevem Utthan Mahabhiyan (PM KUSUM) Scheme, Component C (feeder level solarization)**, having registered office at .....*<Address of SPG>*..... (herein after referred to as **"Solar Power Generator or SPG"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **FirstPart;**

And

DAKSHIN GUJARAT VIJ COMPANY LIMITED' a company incorporated under the CompaniesAct1956, having its registered office at, _____(hereinafter referred to as 'DGVCL' " which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part;**

The SPG and DGVCL are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

A. The Ministry of New and Renewable Energy [MNRE] has notified a guidelines for feeder level solarization under Component C of PM KUSUM Scheme on 17th Jan 2024

B. DGVCL initiated process for selection of Solar Power Generator (s) (SPG) to set solar power plant for notified solar capacity through RESCO mode and procurement of power generated from the solar power plant as per the terms and conditions contained in the RfS No: _____DT:_____

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

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

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

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

Purchase Agreement as a definitive agreement for establishing the Solar Power Project of ___MWp under Feeder level soalrization –Component-C of PM-KUSUM Scheme for Agricultural feeder(s) of_____66/11kV substation,_____subdivision,_____division,_____circle of DGVCL under _____ district and sale of electricity by the SPG to DGVCL at delivery point at 66/11kV_____substation.

G. Hon'ble GERC vide order dated _____ in petition no. _____ has adopted the tariff discovered in the competitive bidding process conducted vide RfS dated _____ wherein the SPG has emerged as a successful bidder and allocated the Solar Power project of ____ MWp under the bucket filling mode as per the terms of RfP.

H. The parties have agreed to execute this Power Purchase Agreement in terms of the RfS and the Letter of Award in regard to the work of Design, survey, supply, installation, testing, commissioning, operation & maintenance for 25 years (unless extended by both the parties on mutual agreement) from COD of grid connected **Feeder level** solar power plant having capacity of _____MWp, its associated 11kV line to connect the plant with concerned substation and RMS of solar power plant through RESCO model for solarization of Agricultural 11kV feeders of associated _____66/11kV substation in DGVCL under PM-KUSUM scheme – Component C (feeder level solarization)

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

ARTICLE1: DEFINITIONSANDINTERPRETATION

1.1 Definitions

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

ALMM	Approved List of Models and Manufacturers of Solar Photovoltaic Modules issued by Ministry of New and Renewable Energy, Government of India time to time.
"Agreement" or "Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission	Appropriate Commission or "GERC" shall mean the Gujarat Electricity Regulatory Commission(GERC)
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;

"Base rate of Late Payment Surcharge"	shall mean the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify. Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.
"BusinessDay"	Shall mean with respect to SPG and DISCOM, a day other than Sunday or a statutory holiday, on which the banks Remain open for business in the State;
"Capacity Utilisation Factor" or "CUF"	CUF in a Year shall mean the ratio of the net output energy injected at delivery point of the SPV Power Plant in a Year versus installed Project capacity x365 x 24 (i.e. CUF = Cumulative Project output in kWh /(installed Project capacity in kWp x 24 x365)) The annual CUF will be calculated every year from 1st April of the year (COD for first year) to 31st March next year.
"CFA"	Shall mean the Central finance Assistance to be provided by the Ministry of New and Renewable Energy Government of India under the Pradhan Mantri Urja Suraksha evam Utthan Mahabhiyaan (PM-KUSUM) Scheme as per the Guidelines for Implementation of Feeder Level Solarisation under Component-C of PM-KUSUM Scheme issued on date 17-01-2024 with subsequent amendment/s, if any.
"Changein Law"	Shall have the meaning a scribed thereto in Article 12 of This Agreement;
"Commercial Operation Date(COD)"	Shall mean the date certified by the DISCOM's committee upon successful commissioning (as per provisions of this Agreement)of the project when all equipment's as per rated capacity have been installed and energy has flown into the grid.
"CompetentCourt of Law"	shall mean the Supreme Court of India or Gujarat High Court, or any tribunal or any similar judicial or quasi-judicial body that has jurisdiction in relation to issues relating to the Project.
"Consents, Clearances and Permits	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power;

"Consultation Period"	shall mean the period of ninety (90) days or such otherlonger period as the Parties may agree, commencing fromthe date of issuance of a SPG Preliminary Default Notice or DISCOM Preliminary Default Notice as provided inArticle 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"ContractYear"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 andthereafter each period of 12 months beginning on April 1 and ending on March31 provided that: 1) in the financial year in which the COD occurs, the Contract Year shall end on the date immediately before the COD and a new Contract Year shall commence once again from the COD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April1 and ending on March31,and 2) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement or on termination of this agreement whichever is earlier.
"Contracted Capacity"	shall mean ___**MWpAC** contracted with DISCOM for supply by the SPG to DISCOM at the Delivery Point which shall be the maximum injection limit at delivery point in any 15 minute time block during the entire term of the PPA.
"Delivery Point"	Delivery Point" shall mean the point at the voltage level of 11kV of the 66/11kV Sub-station i.e.11kV side of 66/11kV _____ substation under this PPA.Metering shall be done at this interconnection point where the power is injected into the 66/11kV Sub-Station. For interconnection with grid and metering, the SPG shall abide by the relevant and applicable regulations, Grid Code notified by the State Commission and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA. All charges and losses related to Transmission of power from project up to Delivery Point shall be borne by the SPG without any reimbursement thereof.
"Dispute"	Shall mean any dispute or difference of any kind between DISCOM and the SPG, in connection with or arising out ofthis Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article16 of this Agreement;

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DISCOM	Shall mean the Electricity Distribution Company. The DISCOM in this PPA is DGVCL.
"Due Date"	Due Date shall mean the thirtieth (30th) day after aMonthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by DGVCL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable By DGVCL.
"Electricity Act, 2003"	Shall mean the Electricity Act,2003 and include any modifications, amendments and substitution from time to time;
"Effective Date"	Shall have the meaning ascribed thereto in Article2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	shall mean the date occurring twenty-five (25) years fromthe Commercial Operation Date provided that the supplyof power shall be limited for a period of 25 years from theCOD (unless extended by both the parties on mutual agreement);
"Financing Agreements"	shall mean the agreements pursuant to which the SPG has sought financing for the Power Project including the loan agreements, security documents, for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of DGVCL;
"ForceMajeure"or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of state of Gujarat and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political sub-division of any of them including any court or Appropriate Commission or tribunal or judicial or quasi-judicial body in India

"Insurances"	shall mean the insurance cover to be obtained and maintained by the SPG in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on SPG's side of the Delivery Pointfor scheduling, transmitting and metering the electricaloutput in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay andswitching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Invoice"or"Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Joint Meter Reading"or "JMR":	shall mean the monthly joint meter reading Statement which shall be jointly signed by SPG and DGVCL representative
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10. 1.7 of this Agreement;
Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall furtherinclude without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the GERC;
"Letter of Credit" Or "LC"	shall have the meaning ascribed thereto in Article 10.1.10 of this Agreement;
"Letter of Award" or "LoA"	shall mean work order issued by DGVCL to the SPG for the project;
MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding)the date of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.1.10 of this Agreement
"PM-KUSUSM "	Pradhan Mantri Urja Suraksha evamUtthaan Mahabhiyaan- A scheme notified by the Ministry of New and Renewable Energy Government of India with Guidelines for Implementation of Feeder Level Solarisation under

	Component-C of PM-KUSUM Scheme issued on date 17-01-2024
"Power Project" or"Project"	shall mean the Solar Power generation facility of Contracted Capacity having a separate control system,metering and separate points of injection into the grid at Delivery point. The Project shall include all units and auxiliaries such as water supply,treatment or water storage facilities, bay(s) for transmission system in the switchyard, dedicated electrical line upto the Delivery Point and all the other assets,buildings/structures, equipment, plant and machinery,facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement;.
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article13 of this Agreement;
"Project Capacity"	shall mean the maximum AC capacity of the Project at the Point of injection for which the Power Purchase Agreement has been signed.
"Prudent Utility Practices"	shall mean the practices, methods and standards that aregenerally accepted internationally from time to time byelectric utilities for the purpose of ensuring the safe,efficient and economic design, construction,commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary to take account of: a. operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project b. the requirements of Indian Law; and the physical conditions at the site of the Power Project
"Rebate"	shall have the same meaning as ascribed theretoin Article 10.1.9 of this Agreement;
"RESCO"	shall mean Renewable Energy Service Company i.e. anenergy service company that develops, installs, finances, operates and owns the solar power project and supplies power generated from the Project to the DGVCL.
"Rupees", "Rs.",	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the Project	shall mean date that is twelve (12) Months from the date of issuance of LoA by DGVCL

SPG	shall mean Solar Power Generator who has signed this agreement upon issue of Letter of Award by DGVCL
"Tariff"	shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;

1.2 *INTERPRETATION*

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

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

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

iii) A *"crore"* means a reference to ten million (10,000,000) and a *"lakh"* means a reference to one tenth of a million (1,00,000).

iv) An *"encumbrance"* shall be construed as a reference to a mortgage, charge,pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements)having a similar effect;

v) *"Indebtedness"* shall be construed so as to include any obligation (whetherincurredasprincipalorsurety)forthepaymentorrepaymentofmoney,whether presentorfuture,actual or contingent;

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

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

viii) The *"winding-up", "dissolution", "insolvency", or "reorganization"* of a companyor corporation shall be construed so as to include any

equivalent or analogousproceedingsundertheLawofthejurisdictioninwhichsuchcompanyorcorporationisincorporate oranyjurisdictioninwhichsuchcompanyorcorporation carries on business including the seeking of liquidation, winding-up,reorganization,dissolution,arrangement,protectionorreliefofdebtors;

ix) Wordsimportingthesingularshallincludetheplural andviceversa;

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

xi) A Law shall be construed as a reference to such Law including its amendmentsor re-enactmentsfrom timetotime;

xii) A time of day shall, save as otherwise provided in any agreement or documentbe construed as areferencetoIndianStandardTime;

xiii) Different parts of this Agreement are to be taken as mutually explanatory andsupplementary to each other andif there is any inconsistency between oramong the parts of this Agreement, they shall be interpreted in a harmoniousmannersoas togiveeffecttoeachpart;

xiv) The tables of contents and any headings or sub-headings in this Agreementhavebeeninsertedforeaseofreferenceonlyandshallnotaffectt heinterpretationofthis Agreement.

xv) The words *"hereof" or "herein"*, if and when used in this Agreement shall meanareferencetothis Agreement.

xvi) The terms *"including" or "including without limitation"* shall mean that any listof examples following such term shall in no way restrict or limit the generalityofthewordorprovisionin respectofwhich suchexamples are provided.

ARTICLE2:TERMOFAGREEMENT

2.1 EffectiveDate

2.1.1 ThisAgreementshallcomeintoeffectfromthedateofitsexecutionbyalltheparties andsuchdateshall bereferredtoastheEffectiveDate.

2.2 TermofAgreement

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for atermfromtheEffectiveDateuntiltheExpiryDate.ThisAgreementmaybeextend ed for a further period at least one hundred eighty (180) days prior to theExpiryDate,on mutuallyagreedtermsandconditions.

2.2.2 The SPG is free to operate their plants beyond the Expiry Date if other conditionslikelandlease/RighttoUseofLand(asapplicable),permits,approvalsa ndclearancesetc.allow.InsuchcaseunlessotherwiseagreedbyDGVCL,DGVCLsha

llnotbeobligatedtoprocurepowerbeyondtheExpiry Date.

2.3 *EarlyTermination*

2.3.1 ThisAgreementshallterminatebeforetheExpiryDateifeitherDGVCLorSPGterminatestheAgreement,pursuanttoArticle13ofthis Agreement.

2.4 *Survival*

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights,obligations and liabilities of the Parties under this Agreement, including the right toreceive penalty as per the terms of this Agreement, nor shall it affect the survival ofany continuing obligations for which this Agreement provides, either expressly or bynecessary implication, which are to survive after the Expiry Date or terminationincluding those under Article 11 (Force Majeure), Article 13 (Events of Default andTermination), Article 14 (Liability and Indemnification), Article 16 (Governing Lawand Dispute Resolution), Article 17 (Miscellaneous Provisions), and other ArticlesandSchedulesofthisAgreementwhichexpresslyorbytheirnaturesurvive theTerm or termination of this Agreement shall continue and survive any expiry or terminationof thisAgreement.

2.5 *PerformanceBankGuarantee(PBG)*

2.5.1. ThePerformanceBankGuaranteefurnishedunderthisAgreementshallbeforguaranteeingthesuccessfulcommissioningofthe Project forpoweruptotheContractedCapacitywithinthe timespecified inthisAgreement.

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

2.5.3. The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60)days) beyond the 12 months from the date of issuance of LOA.

2.5.4. The PBG will be returned to the SPG after successful commissioning ofSolarpower plant,aftertakingintoaccountanypenaltiesduetodelayincommissioningas pertermsandconditionsofRfS.

2.5.5. **CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DGVCLon successful operation and performance of solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA, as per MNRE's sanction for the CFA, subject to release of the same by MNRE-GoI**

ARTICLE3:CONDITIONSSUBSEQUENT

3.1 The SPG agrees and undertakes to secure Project Financing Arrangements for itsProject and should provide necessary documents to DGVCL in this regard within sixMonthsfromtheDate ofissueofWorkorderbyDGVCLfortheproject.

3.2 The SPG shall identify the project land preferably within the distance of Five

KM radius of the respective 66/11 KV Sub-station, get ownership of land or its lease rights and make necessary arrangement including ROW, clearances etcfor the electrical line between 66/11 KVsub-station and the solar power plant. The SPG shall submit the final land documents before Commercial Operation Date of the project.

ARTICLE4:CONSTRUCTION&DEVELOPMENTOFTHEPROJECT

4.1 SPG'sObligations

4.1.1 TheSPGundertakestoberesponsible,at SPG'sowncost andrisk, for:

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

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

c) Designing, constructing, erecting, commissioning, completing and testing thePower Project including then RMS in accordance with the applicable Law, the Grid Code, the termsand conditionsofthisAgreement andPrudentUtility Practices;

d) the commencement of supply of power up to the Contracted Capacity to DGVCLnolaterthantheScheduledCommissioningDateandcontinuanceofthesupplyofpowerthroughoutthetermoftheAgreement at the agreed CUF;

e) Connecting the Power Project switchyard with the Interconnection Facilities atthe Delivery Point. The SPG shall make adequate arrangements to connect thePowerProject switchyard withthe Interconnection Facilities atInterconnection / Metering / Delivery Point. SPG will be responsible for laying of dedicated 11KV line from Solar Power Plant to sub-station, construction of bay and relatedswitchgear & metering equipment at sub-station where the plant is connectedtothegridandmeteringis done. SPG will be responsible to set up Remote Metering Systems as per Article 7.2 of this agreement;

f) owning the Power Project throughout the Term of Agreement free and clear ofencumbrances,exceptthoseexpresslypermittedunder Article15;

g) fulfillingallobligationsundertakenbythe SPGunderthisAgreement.

h) TheSPGshallberesponsiblefordirectlycoordinatinganddealingwithDGVCL, and SLDC GETCOandotherauthoritiesinallrespectsinregardtodeclarationofavailability,scheduling and ispatchofPowerandduecompliancewithdeviationandsettlementmechanismandtheapplicableGrid code/StateRegulations.

i) TheSPGshallberequiredtofollowtheapplicablerulesregardingprojectregistration with the State Nodal Agency GEDA in line with the provisions ofthe applicable policies/regulations of the State of Gujarat. It shall be theresponsibilityoftheSPGtoremainupdatedabouttheapplicablechargesp ayableto _DGVCL, SLDC, GETCO, GEDA or any other authority undertherespectiverules, regulations, policies, framework.

j) The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only.
All components used for installation of solar power plants shall conform to applicable BIS /MNRE specifications and follow quality control guidelines issued by MNRE Date17.01.2024.
It will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only.
Further, the relaxation given by MNRE will be applicable as under:

Solar PV cell :
Also, as per MNRE OM 32/645/2017-SPV Division dtd.11-09-2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component-C of PM-KUSUM scheme wherein provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.31.03.2024.

Solar PV Module and ALMM requirement:
The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only.
As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR,Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM.
As per clarification regarding Component C (FLS) of PM KUSUM vide order 32/54/2018- PV Division-Part (1) date 29.01.2024

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

k) All the mandatory standards issued by MNRE and / or BIS regarding project equipmentsand material shall be followed.

l) The SPG shall be responsible for all payments on account of any taxes, cesses, duties or levies imposed by the GoG or its competent statutory authority on the land, equipment, material or works of the Project or on the Electricity generated or consumed by the Project or by itself or on the income or assets owned by it. All expenses including wheeling / transmission charges and losses, UI / DSM Charges applicable as per GERC / CERC Regulations, upto Delivery Point shall be paid by the SPG without any reimbursement by DGVCL.

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

n) The SPG shall ensure that he shall not sell power to any other buyer except the DGVCL during the tenure of this PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold the solar power produce from the contracted solar plant strict legal action will be taken again the SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to DGVCL.

For the recovery of the proportionate CFA, the CFA granted by MNRE for the project will be divided by 25 years to arrive at per year CFA. If any event of sell of power is found at a particular time, the amount to be recovered from the SPG shall be theremaining period of PPA after the event date multiply by per year CFA.

The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project by MNRE.

4.2 PurchaseandsaleofContractedCapacity

4.2.1 SubjecttothetermsandconditionsofthisAgreement,theSPGundertakestosellto DGVCL and DGVCLundertakes to pay Tariff for all theenergysuppliedattheDeliveryPointcorrespondingto theContractedCapacity.

4.3 RighttoContractedCapacity&Energy

4.3.1 DGVCL, in any Contract Year shall not be obliged to purchase any additional energyfrom the SPG beyond the contract capacity. If for any Contract Year except for thefirst year of operation, it is found that theSPG has not been able to generate and supply minimum energy of _____**KWH (Units) (corresponding to 19% minimum CUF) for _____Feeder/substation level Solar plant** during the term of the agreement except force majeure conditions as defined in the Article -11__ of the PPA. **Thenon-compliancebySPGshallmaketheSPGliabletopaythecompensation.** DGVCL shall not be obliged to purchase energy in excess of maximum CUF of 30% during any contract year. If DGVCL decides to purchase the excess energy beyond CUF of 30%, the payments for such excess energy shall be made at 75% of the PPA tariff. For the first year of operation, the above limits shall be consideredon pro-rata basis. The lower limit will, however be relaxable by DGVCL to the extentofgridnon-availability attributable of DGVCL / GETCO.

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

percent) of PPA tariff on the shortfall in energy. This compensation shall not be applicable in events of Force Majeure identified under PPA.

4.3.3 At any point of time block, the peak of capacity shall not reach higher than the contracted capacity at the point where power is injected in the grid. The SPG shall forego the excess generation and reduce the output to the contract capacity and shall be required to pay the penalty/charges,25% of Tariff rate + applicable taxesin case of failure to do so. The SPG shall install adequate protection equipment at the interconnection point to avoid excess energy feeding into the grid and failure to do so shall entitle DISCOM to not pay for the additional energy over and above the contracted capacity.

4.4 ExtensionsofTime

4.4.1 IntheeventthattheSPGispreventedfromperformingitsobligationsunderArticle 4.1bythe ScheduledCommissioningDatedueto:

(a) AnyDGVCLEventofDefault;or

(b) ForceMajeureEventsaffectingDGVCL,or

(c) ForceMajeureEventsaffectingtheSPG,

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject toArticle 4.4.4, for a reasonable period but not less than 'day for day' basis, to permitthe SPG or DISCOM through the use of due diligence, to overcome the effects of theForce Majeure Events affecting the SPG or DGVCL, or till such time suchEventofDefaultisrectified by DGVCL if delay is attributable to DGVCL.

4.4.2 If the Parties have not agreed, within thirty (30) days after the affected Party'sperformance has ceased to be exist by the relevant circumstance on the timeperiod by which the Scheduled Commissioning Date or the Expiry Date should be referred, any Party may raise the Dispute to be resolved in accordance with Article16.

4.4.3 As a result of such extension, the newly determined Scheduled Commissioning DateandnewlydeterminedExpiryDateshallbedeemedtobetheScheduledCommissioningDate andtheExpiryDateforthepurposes ofthisAgreement.

4.4.4 NotwithstandinganythingtothecontrarycontainedinthisAgreement,anyextension ofthe scheduledCommissioningDatearisingduetoanyreasonenvisaged in this Agreement shall not be allowed beyond the date pursuant toArticle4.5.2.

4.4.5 Delayincommissioningoftheprojectbeyondthescheduledcommissioningdatefor reasons other than those specified in Article 4.4.1 shall be an event of default onpartoftheSPG andshallbesubjecttotheconsequencesspecifiedintheArticle4.5.

4.5 LiquidatedDamagesnotamountingtopenaltyfordelayinCommissioning

4.5.1 If the SPG is unable to commission the Project by the Scheduled Commissioning Dateother than for the reasons specified in Article 4.4.1, the

SPG shall pay to DGVCL,damages for the delay in such commissioning and making the Contracted CapacityavailablefordispatchbytheScheduled CommissioningDate asperfollowing:

4.5.2 In case any SPG fails to achieve this milestone, DGVCL shall encash the PerformanceBankGuarantee(PBG)as liquidateddamages(LD)inthefollowing manner:

Delayuptotwomonths:LDequaltothePBGonperdaybasis.Theno.ofdays

In"month"forthe LD calculationshallbeconsidered as30.

Incasethecommissioningofthesolarpowerplantisdelayedovertwomonths:Thec omplete PBGamountshallbe encashedand DISCOM shall have right to terminate the PPA. The decision of MNRE regarding release of CFA shall be binding and to the account of SPG.

In case of delays of plant commissioning due to Force Majeure reasons, the Procurer / DGVCL after having been satisfied with documentary evidencesproduced by the SPG for the purpose, can extend the time for commissioning datewithout any financialimplicationsonthe SPG.

4.5.3 The SPG further acknowledge that the amount of the liquidated damages fixed isgenuineandreasonablepre-estimateofthedamagesthatmaybesufferedbyDGVCL.

4.6 *System Specifications and Quality Control*

4.6.1 All components used for installation of solar power plants shall conform to applicable BIS /MNRE specifications and follow quality control guidelines issued by MNRE Date17.01.2024.
It will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only.
Further, the relaxation given by MNRE will be applicable as under:

Solar PV cell :

Also, as per MNRE OM 32/645/2017-SPV Division dtd.11-09-2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component-C of PM-KUSUM scheme wherein provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.31.03.2024.

Solar PV Module and ALMM requirement:

The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only.

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

As per clarification regarding Component C (FLS) of PM KUSUM vide order 32/54/2018- PV Division-Part (1) date 29.01.2024

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

4.7 *ThirdPartyVerification*

4.7.1 The SPG shall be further required to provide entry to the site of the Power Projectfree of all encumbrances at all times during the Term of the Agreement to DGVCLanda thirdPartynominatedbyDGVCL or anyIndianGovernmentalInstrumentalityforinspection and verification of the works being carried out by the SPG at the site ofthePowerProject.

4.7.2 The third party may verify the construction works/operation of the Power Projectbeing carried out by the SPG and if it is found that the construction works/operationofthePowerProjectisnotasperthePrudentUtilityPractices,itm ayseekclarifications from SPG or require the works to be stopped or to comply with theinstructionsofsuchthirdparty.

4.8 *BreachofObligations*

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

4.9 *GenerationcompensationforOff-takeconstraints*

4.9.1 Generation Compensation in off-take constraints due to Grid Unavailability: Duringthe operation of the plant, DGVCL shall endeavor to ensure 95% of grid availability inacontractyear. However,therecanbe someperiodswheretheProjectcangenerate power but due to temporary transmission unavailability, the power is notevacuated, for reasons not attributable to the SPG. In such cases, subject to thesubmissionofdocumentaryevidencesfromthecompetentauthority,thegene ration compensation shall be restricted to the following and there shall be noother claim, directly orindirectly against DGVCL:

DurationofGridunavailability	***Provision*forGenerationCompensation**
Grid unavailability in excess of5% in a contract year as definedin the PPA(only period from 8am to6pmtobecounted):	***GenerationLoss=[(AverageGenerationperhour during the Contract Year) × (number of hours ofgrid unavailability during the Contract Year)]***Where, Average Generation per hour during theContract Year (kWh) = Total generation in theContract Year (kWh) ÷ Total hours of generation in the ContractYear.

The excess generation beyond 19% CUF by the SPG equal to this generation loss shall be procured byDGVCL at the PPA tariff so as to offset this loss in the succeeding 3 (three) ContractYears and no further compensation shall be made by DGVCL to SPG.

4.9.2 Offtakeconstraintsduetobackdown:TheSPGshallfollowtheforecastingand scheduling processas per the regulations inthisregard by theAppropriate Commission. In the eventuality of backdown, subject to the submissionof documentary evidences from the competent authority, the SPG shall be eligiblefor a minimum generation compensation, from DGVCL, restricted to the followingandthere shall benoother claim,directlyorindirectlyagainstDGVCL.

DurationofBackdown	*Provision*forGenerationCompensation
Hours of Backdownduring a monthlybillingcycle .	***MininumGeneration Compensation = 100% of[(Average Generation per hour during the month) X(number of backdown hours during the month)] XPPA tariff*** Where, Average Generation per hour during themonth (kWh) = Total generation in the month (kWh) ÷Totalhoursofgenerationinthemonth

The SPG shall not be eligible for any compensation in case the Backdown is onaccount of events like consideration of grid security or safety of any equipment orpersonnel or other such conditions. The Generation Compensation shall be paid aspartoftheenergybillforthesuccessive monthafter JMR.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIALOPERATION

5.1 SynchronIzation, CommissioningandCommercialOperation

5.1.1 The SPG shall give DGVCL at least thirty (30) days' advanced preliminary writtennotice and at least fifteen (15) days' advanced final written notice, of the date onwhichitintendsto synchronizetheSolarPowerProjecttothe Grid System.

5.1.2 Subject to Article 5.1.1, the Power Project may be synchronized by the SPG to theGrid System when it meets all the connection conditions prescribed in applicableGrid Code in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3 Thesynchronizationequipmentandallnecessaryarrangements/equipmentincl uding RTU for scheduling of power generated from the Project and transmissionof data to the concerned authority as per applicable regulation shall be installed bythe SPG at its generation facility of the Power Project at its own cost. The SPG shallsynchronizeitssystemwiththeGridSystemonlyaftertheapprovalofsynchro nization scheme is granted by the competent authority of the concerned substation/ andchecking/verificationismadebytheconcernedauthoritiesoftheDGVCL.

5.1.4 The SPG shall immediately after each synchronization/tripping of generator, informthesub-stationoftheGridSystemtowhichthePowerProjectiselectricallyconnected in accordance with applIcable Grid Code. In addition, the SPG will injectin-firm power to grid from time to time to carry out operational/ functional test prior tocommercial operation. For avoidance of doubt, it is clarified that Synchronization /ConnectivityoftheProjectwiththegridshallnottobeconsideredasCommissioni ngoftheProject.

5.1.5 The SPG shall commission the Project within nine (9) Months from the Date ofexecution of this PPA. Declaration of COD shall be certified by the commissioningcommittee.

5.1.6 ThePartiesagreethatforthepurposeofcommencementofthesupplyofelectricity bySPGtoDGVCL, liquidateddamagesfordelayetc.,theScheduledCommissioningDate asdefined inthisAgreementshallbethe relevant date.

ARTICLE6: DISPATCHANDSCHEDULING

6.1 DispatchandScheduling

6.1.1 The SPG shall be required to schedule its power as per the applicable regulations ofGERC /SLDC or any other competent agency and same being recognized by the SLDCoranyothercompetentauthority/agencyasperapplicableregulation/law/d irectionandmaintaincompliancetotheapplicableCodes/GridCoderequirement s and directions, if any, as specified by concerned SLDC from time totime.AnydeviationfromtheSchedulewillattracttheprovisionsofapplicablereg ulation / guidelines / directions and any financial implication on account of thisshallbeontheaccountof the SPG.

6.1.2 The SPG shall be responsible for directly coordinating and dealing with the DGVCL,StateLoadDispatchCenters,andotherauthoritiesinallrespectsinregardt odeclaration of availability, scheduling and dispatch of Power and due compliancewithdeviationandsettlementmechanismandtheapplicableGridcod eRegulations.

6.1.3 The SPG shall be responsible for any deviation from scheduling and for any resultantliabilitiesonaccountofchargesfordeviationasperapplicableregulation s.UI/DSM charges onthis account shall bedirectlypaidbytheSPG.

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

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ARTICLE7: METERING,GRID CONNECTIVITY AND REMOTE MONITORING SYSTEM

7.1.1. Metering and grid connectivity of the projects would be the responsibility of the SPGin accordance with the prevailing guidelines / practices of DGVCL and / or CEA. DGVCLmay facilitatein the process;however,theentireresponsibility & cost lies only with theSPG.

7.1.2. Meters and metering equipment (CT-PT sets) specifications shall be complied with CEA metering regulations and shall be tested as per provision of GERC order / directives and as per IS 14697 at CPRI or at any NABL accredited / distribution licensee labbefore installation at site at the cost of SPG and should be properly sealed in thepresenceofdesignated authorityfromDGVCL atthetimeofinstallation.

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

ARTICLE8: INSURANCES

8.1 *Insurance*

8.1.1 TheSPGshall effectandmaintainor causeto beeffected andmaintained, at its own cost and expense, throughout the Term of PPA, Insurances against theft, damage, fire and damage or loss due to natural calamities, Cyclones, earthquake, flood, riots, etc.consistent with Prudent Utility Practice and all such risks tokeep the Project in good condition and shall take Industrial All Risk insurance policycovering risks against any loss or damage, with such deductibles and with suchendorsementsandco-insured(s),whichthePrudentUtilityPracticeswouldordinarily merit maintenance of and as required under the Financing Agreements,andundertheapplicablelaws.

8.2 *ApplicationofInsuranceProceeds*

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

IncaseoftheProjectbeingfinancedthroughFinancingAgreement(s),saveasexpresslypro videdinthisAgreementortheInsurances,theproceedsofanyinsurance claim made due to loss or damage to the Power Project or any part of thePowerProjectshallbeappliedaspersuchFinancing Agreements.

8.2.2 If a Force Majeure Event under the insurance contract renders the Power Project no longer economically andtechnically viable and the insurers under the Insurances make payment on a "totalloss" or equivalent basis, DGVCL shall have claim on such proceeds of such Insurancelimitedtooutstandingduesof DGVCLagainstSPG.

8.3 *Effecton liabilityofDISCOM*

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPG can claim compensation, under any Insurance shall not be charged toor payable by DGVCL. It is for the SPG to ensure that appropriate insurance coverageistakenforpaymentbytheinsurerfortheentirelossandthereisnounderinsuran ce orshortadjustmentetc.

ARTICLE9: APPLICABLETARIFF

9.1 TheSPGshallbeentitledtoreceivetheTariffof .....perkWh,fixedfor Theentiretermof25years(unlessextendedbyboththeparties onmutualagreement), with effect from the COD, for the power sold to DGVCLasreflectedinthe State Energy Accounts published by SLDC Gujarat.

ARTICLE10:BILLINGAND PAYMENT

10.1.1 Energymeasurementfor Monthlybilling

a) The SPG shall raise the invoice after issuance of State Energy Account by SLDC each month and submit the relevant extracts thereof along with the monthly invoice.

b) Subsequently, the SPG shall furnish the joint meter reading report (JMR)/Energy Account, duly verified by its authorized representative and concerned Executive Engineer, along with downloaded CMRI data (of all three meters) of 15 minutes time block to The Chief Engineer SLDC, Vadodara, as well as to The Addl. Chief Engineer (C&R) DGVCL, Suratthrough courier and/or e-mail along with the Monthly Bill (final energy net of import and export, multiplied by the Rs. per kWh tariff as per PPA and reactive power charges compensation) on the same day (i.e. 1st day of the month).

c) Providedthat:

i. if the date of commencement or supply of power falls during the periodbetween the first (1st) day and up to and including the fifteenth (15th) dayof a Month, the first Monthly Bill shall be issued for the period until thelast dayofsuchMonth,or

ii. if the date of commencement of supply of power falls after the fifteenth(15th) day of a Month, the first Monthly Bill shall be issued for the periodcommencing from the Delivery Date until the last day of the immediatelyfollowingMonth.

d) Provided further that if a Monthly Bill is received on or before the second (2nd)day of a Month, it shall be deemed to have been received on the second (2nd) Business DayofsuchMonth.

e) Provided further that if a Monthly Bill for the immediately preceding Month isissued after 1st day of the next Month, the Due Date for payment of suchMonthlyBill shallbeextendedaccordingly.

f) The monthly bills shall be raised by SPG only after issuance of State Energy Account by SLDC.

10.1.2 InspectionandTestingofMeters

a) DGVCL and SPG shall jointly inspect and if necessary, recalibrate the meteringsystem on a regular basis but in any event, at least once every year or at ashorter intervalattherequest ofany ofthe twoparties.

b) Each Meter comprising the metering system shall be sealed by DGVCL, and shallbe opened,testedorcalibratedinthepresenceofboth theparties.

10.1.3 InaccuracyofMeters

a) In case the difference between the energy recorded in the main meter and thecheck meter for any calendar month is within 0.5%, the energy recorded in themain metershallbetakenasfinal.

b) However,ifthevariationexceeds±0.5%,followingstepsshallbetaken:

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i. Both interface meters (Main as well Check) and metering system shall betested andchecked.

ii. Re-Calibration of both meters at site with reference standard meter ofaccuracyclasshigherthan themeterundertest,ifnoissuesfound instep (a) above.

iii. On carrying out the re-calibration of the main meter, if it is discoveredthat either the percentage of inaccuracy exceeds ±0.5% or that the mainmeterisnotworking,thefollowingprocedureinorderofpriority,which everisfeasible,forarrivingatthecomputationofquantityofenergy during the period between the last calibration and the present,shallbefollowed:

   – Onthebasisenergyrecordedinthecheckmeterifinstalledandfunctioned accurately;or

   – By correcting the error, if the percentage of error is ascertainable fromcalibration,testsormathematical calculation

iv. Thecorrectiontothequantityofenergyinjectedshallapplytothefollowingpe riods(hereinafterreferredtoasthe"CorrectionPeriod"):

   – To any period of time during which the main meter was known to bemalfunctioningortowhichtheparties mutually agree;

   – If the period during which the main meter was malfunctioning is notknown or is not agreed to between the parties, the correction shall beapplicable for a period equal to half the time elapsed since the date ofthe preceding calibration test, provided that under no circumstanceshall theCorrectionPeriodexceedonemonth.

v. Ifthedifferenceexistsevenaftersuchcheckingortesting,thenthedefective meter(s) shallbereplacedwithatested meter.

vi. In case of conspicuous failures like burning of meter and erratic display ofmetered parameters and when the error found in testing of meter isbeyond the permissible limit of error provided in the relevant standard,themetershallbeimmediatelyreplacedwithatested meter.

vii. IncasewhereboththeMainmeterandCheckmeterfail,energyrecorded in the Standby meter shall be considered as final and at leastoneofthemetershallbeimmediatelyreplacedbyatested meter by the SPG and bear all the cost of meters and meterreplacement.

10.1.4 General

a) From the Commercial Operations Date of the solar power plant, DGVCL shall pay tothe Successful SPG the monthly Tariff Payments subject to the adjustments as per provisionsof thePPAand submission offollowing documents:

   i. Monthly bill(Injection/Schedule at delivery point as certified by SLDC multipliedbytheRs.perkWhtariff asperPPA)

   ii. Relevant Extracts of State Energy Account.

b) AllTariffPaymentsbyDGVCLshallbeinIndianRupees.

c) TheSPGshallberequiredtomakearrangementsandpaymentsforimportof energy (if any) as per applicable regulations.

ReactivepowerchargesoranyotherchargesasperGERCo r d e r regulationsshallbepayableby SPGas perprovisions ofPPA.

10.1.5 *DeliveryandContentofMonthlyBills/SupplementaryBills*

a) TheSPG shall issue to DGVCL hard copy of a signed Monthly Bill for the immediately preceding Month based on the State Energy Account along with all relevant documents (payments made by SPG for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per regulations of CERC/GERC shall not be a part of bill raised by SPG to DGVCL)

b) Each Monthly Bill shall include all charges as per the Agreement for the energy supplied for the relevant Month based on State Energy Account. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the applicable levelized tariff. Net energy import from the grid shall be billed at HTP-III tariff.

10.1.6 *Paymentof MonthlyBills*

a) On receipt of JMR/Energy Account along with CMRI data (of both meters) andbill, Superintending Engineer (Commerce) DGVCL shall verify the readings andsubsequentsharethesamealongwithoriginalbillandotherrelevantdocume ntsto DGVCL.

DGVCL shall make payment of the amounts due in Indian Rupees within thirty (30) days from the date of receipt of the Tariff Invoice by the Addl. Chief Engineer (C&R) DGVCL.

b) As defined under the PPA, Due Date of Payment" in respect of a Tariff Invoice means the date, which is 30 (thirty) days from the date of receipt of such invoices by the designated official of the DGVCL. The Tariff Invoice shall include relevant documents.

All payments required to be made under this Agreement shall also include anydeduction orsetofffor:

i. DeductionsrequiredbytheLaw;and

ii. Amount claimed by DGVCL, if any, from the SPG, will be adjustedfromthemonthly energypayment.

iii. Chargesfornet importofenergybythesolarplantfromthegridshall be as per HTP-III Tariff as per GERC

a) The SPG shall open a bank account (if not having any bank account) for all TariffPaymentstobemadebyDGVCLtotheSPGandnotifyDGVCLofthedetailsofsuc haccountat leastsixty(60)Daysbeforethedispatch ofthefirstMonthlyBill.

10.1.7 *Late Payment Surcharge*

(1) For payment of Monthly bill by DGVCL, if paid after Due Date of Payment, a late

Payment charge shall be payable by DGVCL to the SPG on the payment outstanding after the due date at the base rate of Late Payment Surcharge applicable for the period for the first month of default.

(2) The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time.

(3) Provided that the rate at which Late Payment Surcharge shall be payable shall not exceed the rate of seven (7) percent in excess of the SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount of outstanding payment, calculated on a week or part thereof basis viz.

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

(4) Provided further that all Payments shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

(5) The Late Payment Surcharge shall be claimed by SPG through the supplementary bill.

(6) The Late Payment Surcharge shall be governed as per the provisions of Electricity (Late Payment Surcharge) Rules, 2021 issued by Ministry of Power, Government of India vide notification dated 22.02.2021 and subsequent amendments or replacements thereof issued from time to time.

10.1.8 Rebate

a) For payment ofanyBill onor beforeDue Date,the followingRebate shall bepaid by the SPG to DGVCL in the following manner and the SPG shall notraise anyobjectionsto thepayments madeunderthis article.

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

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

10.1.9 Paymentof Supplementary Bills

a) Either partymayraisea("Supplementary Bill")forpaymentonaccountofadjustmentsrequiredbytheEnergyAccounts(ifany) andsuchSupplementaryBillshallbepaidbytheotherParty.

b) The Parties shall remit all amounts due under a Supplementary Bill

totheDesignatedAccountbytheDueDate.

c) The Rebate and Late Payment Surcharge shall be applicable at the same termsapplicabletothe Monthly Bill.

10.1.10 Payment SecurityMechanism

LetterofCredit(LC):

a) DGVCLshallprovidetotheSPG,inrespectofpaymentofitsMonthlyBillsand/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon bytheSPGinaccordance withthe PPA.

b) Notlaterthanone(1)Monthbeforethestartofsupply,DGVCLthroughascheduledba nkopenaLetterofCreditinfavouroftheSPG,tobemadeoperative from a date prior to the Due Date of its first Monthly Bill under thisAgreement. The Letter of Credit shall have a term of twelve (12) Months andshallberenewed annually,foranamountequalto:

   i. forthefirstContractYear,equaltotheestimatedaveragemonthlybilling;

   ii. foreach subsequent Contract Year, equal to the average of the monthlybillingoftheprevious ContractYear.

c) Provided that the SPG shall not draw upon such Letter of Credit prior to the DueDate of the relevant Monthly Bill and/or Supplementary Bill, and shall not makemorethanonedrawal ina Month.

d) Provided further that if at any time, such Letter of Credit amount falls short ofthe amount specified above due to any reason whatsoever, DGVCL shall restoresuch shortfallwithinfifteen(15)days.

e) DGVCLshallcausethescheduledbankissuingtheLetterofCredittointimatetheSPG, inwritingregardingestablishingofsuchirrevocableLetterofCredit.

f) DGVCLshall ensure that the Letter of Credit shall be renewed not later than itsexpiry.

g) All costs relating to opening, maintenance of the Letter of Credit shall be borneby theSPG.

h) If DGVCL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to above, the SPG may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from DGVCL, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with above, by presenting to the scheduled bankissuingtheLetterofCredit,thefollowingdocuments:

   i. a copy of theMonthly Bill or Supplementary Bill which has remainedunpaidto SPGand;

   ii. a certificate from the SPG to the effect that the bill at item (a) above, orspecifiedpartthereof, isin accordancewiththeAgreement, is not disputedandhas remainedunpaidbeyondtheDue Date;

10.1.11 **Disputed Bill**

a) IfDGVCLdoesnotdisputeaMonthlyBilloraSupplementaryBillraisedbytheSPGwithinthirty (30)daysofreceivingsuchBillshallbetakenasconclusive.

b) IfDGVCL disputestheamountpayableunderaMonthlyBilloraSupplementary Bill, as the case may be, it shall pay undisputed amount of theinvoice amount and it shall within fifteen 30 days of receiving such Bill, issue anotice(the"BillDisputeNotice")to the invoicingPartysettingout:

i. Thedetailsofthedisputedamount;

ii. Itsestimateof what thecorrectamountshouldbe;and

iii. Allwrittenmaterialinsupportofitsclaim.

c) If the SPG agrees to the claim raised in the Bill Dispute Notice, the SPG shallrevise such Bill and present along with the next Monthly Bill. In such a caseexcess amount shall be refunded along with interest at the same rate as LatePayment Surcharge, which shall be applied from the date on which such excesspayment was made by the disputing Party to the invoicing Party and up to andincludingthedateonwhich suchpaymenthasbeenreceivedasrefund.

d) If the SPG does not agree to the claim raised in the Bill Dispute Notice, it shall,within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (BillDisagreementNotice)toDGVCL(i.e.officeofSuperintendingEngineer(Commerce),DGVCL)providing:

i. Reasonsforitsdisagreement;

ii. Itsestimateofwhatthecorrectamountshouldbe;and

iii. Allwrittenmaterialinsupportofitscounterclaim.

e) Upon receiptoftheBillDisagreementNoticebySuperintendingEngineer(Commerce), DGVCL, authorized representative(s) or a director of the board of directors/ member of board of the DGVCL and SPG shall meet and makebest endeavors to amicably resolve such dispute within fifteen (15) days ofreceiptoftheBillDisagreementNotice.

f) If the Parties do not amicably resolve the Dispute within fifteen (15) days ofreceiptofBillDisagreementNotice,themattershallbereferred toDisputeresolutioninaccordancewithArticle 16ofPPA.

g) For the avoidance of doubt, it is clarified the despite a Dispute regarding aninvoice,DGVCLshall,withoutprejudicetoitsrighttoDispute,beunderan obligation to make payment of undisputed amount of the invoice amount in the Monthly Bill.

ARTICLE11: FORCEMAJEURE

11.1 Definitions

11.1.1 InthisArticlethefollowingtermsshallhavethefollowingmeanings:

11.2 AffectedParty

11.2.1 AnaffectedPartymeansDISCOMortheSPGwhoseperformancehasbeenaffectedbyan eventofForceMajeure.

11.3 *Force Majeure Events*

a) Neither Party shall be responsible or liable for or deemed in breach hereof because of any delay or failure in the performance of its obligations hereunder (except for obligations to pay money due prior to occurrence of Force Majeure events under this Agreement) or failure to meet milestone dates due to any event or circumstance (a "Force Majeure Event") beyond the reasonable control of the Party experiencing such delay or failure, including the occurrence of any of the following:

i) acts of God;

ii) typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities;

iii) acts of war (whether declared or undeclared), invasion or civil unrest;

iv) any requirement, action or omission to act pursuant to any judgment or order of any court or judicial authority in India (provided such requirement, action or omission to act is not due to the breach by the SPG or DGVCL of any Law or any of their respective obligations under this Agreement);

v) inability despite complying with all legal requirements to obtain, renew or maintain required licenses or Legal Approvals;

vi) earthquakes, explosions, accidents, landslides; fire;

vii) expropriation and/or compulsory acquisition of the Project in whole or in part by Government Instrumentality;

viii) chemical or radioactive contamination or ionizing radiation; or

ix) damage to or breakdown of transmission facilities of GETCO/ DISCOMs;

x) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

11.4 *Force Majeure Exclusions*

a) Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:

1. Unavailability, Late Delivery or Change in cost of plants and machineries, equipment, materials, spares parts or consumables for the project;
2. Delay in performance of any contractor / sub contractor or their agents;
3. Nonperformance resulting from normal wear and tear experience in power generation materials and equipment;
4. Strike or Labour Disturbances at the facilities of affected parties;
5. Insufficiency of finances or funds or the agreement becoming onerous to perform, and
6. Non performance caused by, or concerned with, the affected party's

I. Negligent and intentional acts, errors or omissions;

II. Failure to comply with Indian law or Indian Directive; or

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

b) The affected Party shall give notice to other party of any event of Force Majeure as soon as reasonably practicable, but not later than 7 days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If any event of Force Majeure results in a breakdown of communication rendering it not reasonable to give notice within the applicable time limit specified herein, then the party claiming Force Majeure shall give notice as soon as reasonably practicable after reinstatement of communication, but not later than one day after such reinstatement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed, and the Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other party may reasonably request about the situation.

c) The affected Party shall give notice to the other Party of (1) cessation of relevant event of Force Majeure; and (2) cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this agreement, as soon as practicable after becoming aware of each of these cessations.

d) To the extent not prevented by a Force Majeure event, the affected party shall continue to perform its obligations pursuant to this agreement. The affected party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

11.5 AvailableReliefforaForceMajeureEvent

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

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

ARTICLE12: CHANGEINLAW

12.1 Definitions

"Change in Law" shall refer to the occurrence of any of the following events notified after the Bid Deadline.

a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations,

taxes, duties charges, levies etc. that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the generation of electricity (leviable on the final output in the form of energy) or sale of electricity.

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

12.2 *ReliefforChange in Law*

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

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

c) DGVCL or SPG, as the case may be, shall provide the other Party with a certificate stating that the adjustment in the Tariff Payment is directly as a result of the Change in Law and shall provide supporting documents to substantiate the same and such certificate shall correctly reflect the increase or decrease in costs.

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

ARTICLE13: EVENTSOF DEFAULTANDTERMINATION

13.1 *SPGEventofDefault*

13.1.1 The occurrence and/or continuation of any of the following events, unless any suchevent occurs as a result of a Force Majeure Event or a breach by DISCOM of itsobligationsunderthisAgreement,shall constitute anSPG Event ofDefault:

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

if

- the SPG assigns, mortgages or charges or purports to assign, mortgage or chargeany of its assets or rights related to the Power Project in contravention of theprovisionsofthis Agreement;or
- the SPG transfers or novates any of its rights and/ or obligations under thisagreement, in a manner contrary to the provisions of this Agreement;

exceptwhere suchtransfer

- is in pursuance of a Law; and does not affect the ability of the transferee toperform,andsuchtransfereehasthefinancialcapabilitytoperform,itsobligations underthis Agreementor
- istoatransfereewhoassumessuchobligationsunderthisAgreementandtheAgree mentremainseffective withrespect tothetransferee;

if

a. the SPG becomes voluntarily or involuntarily the subject of any bankruptcy orinsolvencyorwindingupproceedingsandsuchproceedingsremainuncontestedf oraperiodofthirty (30) days, or

b. anywindinguporbankruptcyorinsolvencyorderispassedagainsttheSPG,or

c. the SPG goes into liquidation or dissolution or has a receiver or any similarofficer appointed over all or substantially all of its assets or official liquidator isappointed to manage its affairs, pursuant to Law, provided that a dissolution orliquidation of the SPG will not be a SPG Event of Default if such dissolution orliquidation is for the purpose of a merger, consolidation or reorganization andwhere the resulting company retains creditworthiness similar to the SPG andexpressly assumes all obligations of the SPG under this Agreement and is in apositiontoperformthem;or

(i) theSPGrepudiatesthisAgreementanddoesnotrectifysuchbreachwithinaperio d ofthirty(30)daysfromanotice fromDISCOM inthisregard;or

(ii) except where due to any DISCOM's failure to comply with its material obligations,the SPG is in breach of any of its material obligations pursuant to this Agreement,and such material breach is not rectified by theSPG within thirty (30) days ofreceiptof firstnoticeinthisregardgivenby DISCOM .

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

(iv) except where due to any DISCOM's failure to comply with its material obligations,the SPG is in breach of any of its material obligations pursuant to this Agreement,andsuchmaterial breachisnotrectifiedby theSPGwithinthirty (30)days ofreceiptoffirstnotice inthisregardgivenbyDISCOM.

(v) Failure on the part of the SPG for a continuous period of ninety (90) days to (i) operate and/or (ii) maintain (in accordance with Prudent Utility Practices), the Project at all times.

(vi) Failure on part of the SPG to maintain the minimum shareholding of 51% for a period of one year after Commercial Operation Date of the Project.

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

(viii) Failure to make any payment required to be made to DISCOM under this agreement within three (3) months after the due date of a valid invoice raised by the DISCOM on the SPG.

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

13.2 DISCOM Event of Default

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

(i) DISCOM fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 11, for a period of ninety (90) days after the Due Date and the SPG is unable to recover the amount outstanding to the SPG through the Letter of Credit,

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

(iii) If DISCOM becomes voluntarily or involuntarily the subject of proceeding under any bankruptcy or insolvency laws or goes into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of DISCOM is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to DISCOM and expressly assumes all obligations under this agreement and is in a position to perform them.

13.3 Procedure for cases of SPG Event of Default

13.3.1 Upon the occurrence and continuation of any SPG Event of Default under Article 13.1, DISCOM shall have the right to deliver to the SPG, with a copy to the representative of the lenders to the SPG with whom the SPG has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (DISCOM Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice and calling upon the SPG to remedy the same. Where a "Default Notice" has been issued with respect to an Event of Default, which requires the co-operation of both DISCOM and the SPG to remedy, DISCOM shall render all reasonable co-operation to enable the Event of Default to be remedied without any legal obligations. Upon being in default on account of failure to commission the project within Scheduled Commercial Operation Date, the SPG shall be liable to pay liquidated damages as per Article 4.5 whereas for failure to supply power in terms of Article 4.3, the SPG shall be liable to make payment of compensation as per the said clause. For other cases, the damages shall be as under.

a. At the expiry of 90 (ninety) days from the delivery of the default notice and unless the Parties have agreed otherwise, or the Event of Default giving rise to the default notice has been remedied, the SPG shall have liability to make payment toward compensation to DISCOM equivalent to three (3) years billing at 19% CUF for its contracted capacity. Also, DISCOM shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

b. In addition to the levy of damages as aforesaid, in the event of a default by the SPG, the lenders shall be entitled to exercise their rights to seek substitution of the SPG by a selectee, in accordance with the substitution agreement and in concurrence with DISCOM. However, in the event the lenders are unable to substitute the defaulting SPG within the stipulated period, DISCOM may

terminate the PPA and acquire the Project assets for an amount equivalent to 90% of the debt due by issuing a "Termination Notice" / "Takeover Notice", failing which, the lenders may exercise their mortgage rights and liquidate the Project assets.

c. Provided that any substitution under this Agreement can only be made with the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by DISCOM.

d. The lenders in concurrence with DISCOM, may seek to exercise the right of substitution under by an amendment or novation of the PPA in favour of the selectee. The SPG shall cooperate with DISCOM to carry out such substitution and shall have the duty and obligation to continue to operate the Power Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Project per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer-SPG to DISCOM.

13.3.2 DuringtheConsultationPeriod,thePartiesshallcontinuetoperformtheirrespectiveobligationsunderthisAgreement.

13.4 *Procedure forcasesofDISCOMEventofDefault*

13.4.1 Upon the occurrence and continuation of any DISCOM Event of Default specified inArticle 13.2, the SPG shall have the right to deliver to DISCOM, a SPG PreliminaryDefault Notice, which notice shall specify in reasonable detail the circumstancesgivingrisetoits issue and calling upon DISCOM to remedy the same.

13.4.2 DISCOM with the prior consent of the SPG may novate its part of the PPA to any third party, including its Affiliates within the period of 7 days following the expiry of notice period. In the event the aforesaid novation is not acceptable to the SPG, or if no offer of novation is made by the defaulting Procurer/ DISCOM within the stipulated period of 7 days, then the SPG may terminate the PPA and at its discretion require the defaulting Procurer/ DISCOM to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and 110% (one hundred and ten per cent) of the adjusted equity as detailed below, less insurance cover, if any by issuing a "Termination Notice" / "Takeover Notice", or, (ii) pay to the SPG, damages, equivalent to 6 (six) months billing at contracted CUF, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPG.

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

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

i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be

a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;

ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");

iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three threethree percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of an year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

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

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

i. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;

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

13.4.6 DuringtheConsultationPeriod,thePartiesshallcontinuetoperformtheirrespectiveobligationsunderthisAgreement.

13.4.7 Afteraperiodoftwohundredten(210)daysfollowingtheexpiryoftheConsultationPeriodandunlessthePartiesshallhaveotherwiseagreedtothecontrary or DISCOM Event of Default giving riseto the Consultation Period shallhave ceased to exist or shall have been remedied, DISCOM under intimation to SPGshall, subject to the prior consent of the SPG, novate its part of the PPA to any thirdparty, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the SPG, or if no offer of novation is made by

DISCOMwithinthestipulatedperiod,thentheSPGmayterminatethePPAandatitsdiscretion require DISCOM to either (i) takeover the Project assets by making apaymentof the termination compensation equivalent to theamount ofthedebtdue and 110% (one hundred and fifty per cent) of the adjusted equity or, (ii) pay tothe SPG, damages, equivalent to 6 (six) months, or balance PPA period whichever isless, of charges for its contracted capacity, with the Project assets being retained bytheSPG.

Providedfurtherthatattheendofthree(3)monthsperiodfromtheperiodmentionedinthisArticle13.4.4,thisAgreementmaybeterminatedbytheSPG.

ARTICLE14:LIABILITYANDINDEMNIFICATION

14.1 Indemnity

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

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

ARTICLE15: ASSIGNMENTSANDCHARGES

15.1 Assignments

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

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

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

15.2 PermittedCharges

15.2.1SPG shall notcreate or permit tosubsist any encumbrance over all or any of itsrights and benefits under this Agreement, other than as set forth in Article 15.1

ARTICLE16:GOVERNINGLAWANDDISPUTERESOLUTION

16.1 GoverningLaw

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

16.2 DisputeResolution

16.2.1 All disputes or differences between the Parties arising out of or in connection with this Agreement shall be first tried to be settled through mutual negotiation.

16.2.2 The Parties hereto agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.

16.2.3 Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.

16.2.4 In the event that such differences or disputes between the Parties are not settled through mutual negotiations within sixty (60) days, after such dispute arises, then it shall be adjudicated by GERC in accordance with the law.

ARTICLE17: MISCELLANEOUSPROVISIONS

17.1 Amendment

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

17.2 Waiver

17.2.1 Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered a waiver with

respect to any subsequent matter or default.

17.3 *Severability*

17.3.1 Theinvalidityor unenforceability, for any reason, ofany partof this Agreementshall not prejudice or affect the validity or enforceability of the remainder of thisAgreement, unless the part held invalid or unenforceable is fundamental to thisAgreement.

17.4 *Notices*

17.4.1 *Any notice, communication, demand, orrequest required or authorized by this Agreement shall be in writing and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to:*

In case of SPG

Name & Designation	
Address	

Email	
Mobile/WhatsappNo.	
Telephone	

In case of DISCOM

Name & Designation	
Address	
Email	
Telephone	

17.5 *Language*

17.5.1 All agreements, correspondence and communications between the Parties relatingto this Agreement and all other documentation to be prepared and supplied underthe Agreement shall be written in English, and the Agreement shall be construedand interpretedinaccordancewithEnglishlanguage.

17.5.2 Ifanyoftheagreements,correspondence,communicationsordocumentsarepreparedi nanylanguageotherthanEnglish,theEnglishtranslationofsuchagreements,correspon dence,communicationsordocumentsshallprevailinmattersofinterpretation.

17.6 *RestrictionofShareholders/Owners'Liability*

17.6.1 PartiesexpresslyagreeandacknowledgethatnoneoftheshareholdersoftheParties hereto shallbeliabletotheotherPartiesforanyofthecontractualobligations of the concerned Party under this Agreement. Further, the financialliabilities of the shareholder/s of each Party to this Agreement, shall be restricted totheextentprovided inthe IndianCompaniesAct,2013.

17.7 *Taxesand Duties*

17.7.1 The SPG shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/leviedontheSPG,contractorsortheiremployeesthatarerequiredtobepaidb ytheSPGaspertheLawinrelationtotheexecutionoftheAgreementandfor supplyingpower asper thetermsof this Agreement.

17.7.2 DISCOMshallbeindemnifiedandheldharmlessbytheSPGagainstanyclaimsthatmaybe madeagainstDISCOM inrelationtothe matters set out in Article17.9.1.

17.7.3 DISCOMshallnotbeliableforanypaymentof, taxes, duties, levies, cesswhatsoeverfordischarginganyobligationoftheSPG byDISCOMonbehalf ofSPG.

17.8 IndependentEntity

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

17.8.2 Subject to the provisions of the Agreement, the SPG shall be solely responsible forthe manner in which its obligations under this Agreement are to be performed. Allemployees and representatives of the SPG or contractors engaged by the SPG in connection with the performance of the Agreement shall be under the complete control of the SPG and shall not be deemed to be employees, representatives,contractorsofDISCOMand nothing containedintheAgreementorinanyagreementorcontractawardedbytheSPGshallbec onstruedtocreateanycontractualrelationshipbetweenanysuchemployees,represent ativesorcontractorsandDISCOM.

17.9 CompliancewithLaw

17.9.1 DespiteanythingcontainedinthisAgreementbutwithoutprejudice tothisArticle, if any provision of this Agreement shall bein deviation or inconsistent with orrepugnant to the provisions contained in the Electricity Act, 2003, or any rules andregulations made there under, such provision of this Agreement shall be deemed tobe amended to the extent required to bring it into compliance with the aforesaid relevantprovisionsas amended fromtimetotime.

17.10 Orderofpriorityin application

17.10.1 IncaseofinconsistenciesintheagreementsexecutedbetweentheParties,applicable Lawincluding rules and regulations framed thereunder, the order ofpriorityshallbe as mentioned below:

(i) ApplicableLaw,rulesandregulationsframedthereunder,

(ii) ThisAgreement

17.11 Affirmation

17.11.1 TheSPGandDGVCL,bothaffirmthat;

a) neither it nor its respective directors, employees, or agents has paid or undertakento pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and

b) it has not in any other manner paid any sums, whether in Indian currency or foreigncurrencyandwhetherinIndiaorabroadtotheotherPartytoprocurethisAgreem ent,andtheSPGandDISCOMherebyundertakenottoengageinanysimilar actsduringtheTermofAgreement.

17.12 ***NoconsequentialorIndirectLosses***

17.14.1. The liability of the Seller and the Procurers is limited to that explicitly provided inthisAgreement.

17.14.2. Providedthatnotwithstandinganythingcontainedinthis Agreement, underno eventshalltheProcurers orthe Sellerclaimfromoneanotheranyin directorconsequential lossesordamages.

17.13 ***BreachofObligations***

17.13.1 The Parties acknowledge that a breach of any of the obligations contained hereinwould result in injuries. The Parties further acknowledge that the amount of theliquidated damages or themethod of calculating the liquidated damages specifiedin this Agreement is a genuine and reasonable pre-estimate of the damages thatmaybesufferedbythenon-defaultingpartyineachcasespecifiedunderthisAgreement.

17.14 ***Books and Records:*** *The SPG shall maintain books of account relating to the Project in accordance with generally accepted Indian accounting principles.*

17.15 ***Limitation Remedies and Damages:*** *Neither Party shall beliableto the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.*

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

17.17 ***Entire Agreement, Appendices:*** *This Agreement constitutes the entire agreement between DISCOM and the SPG, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties.*

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

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

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IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through theirdulyauthorizedrepresentativesasofthedate and place setforthabove.

Signature	SignaturewithSeal
_____	DakshinGujarat Vij Company Ltd.
SolarPowerGenerator	DISCOM
Witness:	Witness:

ANNEXURE-3 Tender no.TN-03

TList of Substation wise Solar Power plants with detils 11 KV feeders Covered, Notified Plant Capacity, Annual Energy requirment

Sr. No.	Circle	Division	Sub division	Name of Sub Station 66KV/11KV	Name of Solar Plant (Bid plant Number)	Name of Ag Feeders covered under Sub ststion	No. of Ag Feeders	No. of Ag. Connections (up to 7.5HP)	Total Consumption up to 7.5 HP Eligible for CFA (KWH)	Solar Plant capacity considering eligible CFA (Consdering 19% CUF) up to 7.5 HP (MW)	Notified Solar Plant capacity in MW (in multiple of 0.5 MW)
1	VALSAD	VAPI INDUSTRIAL	SOLSUMBA	66KV UMBERGOAN	DG-FLS-TN3-1	11KV UMBERGOAN	1	348	1565191	0.940	0.5
2	VALSAD	DHARAMPUR	DHARAMPUR ,DHARAMPUR-2	66KV DHARAMPUR	DG-FLS-TN3-2	11KV BILPUDI, 11KV D.PUR VANKAL, 11KV NANI VAHIYAL, 11KV BHAMBHA	4	3763	8719735	5.239	5.0
3	VALSAD	VALSAD O&M	CHIKHLI	66KV CHIKHLI	DG-FLS-TN3-3	11KV KHAMBHDA, 11KV KALIYARI, 11KV CHIKHLI DEGAM	3	1716	4193964	2.520	2.5
4	VALSAD	DHARAMPUR ,VALSAD CITY	RONAVEL ,VALSAD EAST ,ATUL	66KV ATAK PARDI	DG-FLS-TN3-4	11KV BHOMAPARDI, 11KV PARDI SANDHPOR, 11KV ATAKPARDI, 11KV KANJAN	4	1509	3404072	2.045	2.0
5	VALSAD	VAPI INDUSTRIAL	BHILAD	66KV DAMAN GANGA	DG-FLS-TN3-5	11KV VALVADA	1	303	1133703	0.681	0.5
6	VALSAD	VAPI O&M	PARDI ,UDWADA	66KV KHADKI	DG-FLS-TN3-6	11KV KHADKI DUNGRI, 11KV PARIA, 11KV PALSANA	3	772	2164265	1.300	1.0
7	VALSAD	NAVSARI CITY	NAVSARI RURAL ,EROO ,SISODRA	66KV NAVSARI (KABILPORE)	DG-FLS-TN3-7	11KV PINSAD (VESMA OLD), 11KV TIGHRA, 11KV KHADSUPA , 11KV AMADPOR (KUCHED OLD)	4	1681	8610950	5.174	5.0
8	VALSAD	NAVSARI O&M	EROO	66KV EROO	DG-FLS-TN3-8	11KV KOTHMADI, 11KV BHUTSAD, 11KV HANSAPORE	3	1073	4628491	2.781	2.5
9	SURAT RURAL	VYARA	DOLWAN,BAMNIA	66KV DOLWAN	DG-FLS-TN3-9	11 KV PANCHOL, 11 KV PITHADARA, 11 KV DHODIYAVAD, 11 KV VALVADA, 11 KV BAMNAMALDUR	5	2570	8111112	4.873	4.5
10	VALSAD	NAVSARI O&M	MAROLI	66KV MAROLI	DG-FLS-TN3-10	11KV DANTI, 11KV PADGHA, 11KV ALURA, 11KV KALAKACHHA	4	2076	10612428	6.376	6.0
11	VALSAD	WAGHAI	VANSADA	66KV VANSDA	DG-FLS-TN3-11	11KV CHIKATIA, 11KV SARA, 11KV KHADAKIA	3	1463	3303547	1.985	1.5

12	SURAT RURAL	VYARA	VYARA	66KV VYARA	DG-FLS-TN3-12	11 KV LOTARVA, 11 KV PANIYARI, 11 KV NAGDEV, 11 KV VIRPUR	4	1204	3410784	2.049	2.0
13	SURAT RURAL	VYARA	NIZER	66KV NIZER	DG-FLS-TN3-13	11 KV PIPLOD, 11 KV KUKERMUNDA, 11 KV PISHAVER, 11 KV BORDA, 11 KV SHELU, 11 KV VELDA	6	1287	7516623	4.516	4.5
14	SURAT CITY	RANDER	OLPAD ,RANDER RURAL	66 KV OLPAD	DG-FLS-TN3-14	11 KV SITHAN, 11KV BALKAS	2	690	1367492	0.822	0.5
15	SURAT RURAL	BARDOLI	MANDVI,UMARKHADI	66KV MANDVI	DG-FLS-TN3-15	11 KV AMALSADI, 11 KV BHATKHAI, 11 KV TARSADABAR, 11 KV KOSADI (ZAB), 11 KV NANICHER, 11 KV PIPALVADA	6	3228	12566436	7.550	7.5
16	SURAT RURAL	BARDOLI	MAHUVA	66KV MAHUVA	DG-FLS-TN3-16	11 KV PATHARADIA, 11 KV DHODIKUI, 11 KV MAHUDI, 11 KV ANCHELI, 11 KV KHARVAN, 11 KV MORDEVI	6	2166	8504966	5.110	5.0
17	SURAT RURAL	VYARA	UKAI	66KV SONGADH	DG-FLS-TN3-17	11 KV CHACHARBUNDA, 11 KV GUNASADA	2	273	884433	0.531	0.5
18	SURAT RURAL	BARDOLI	MANGROL ,UMARPADA ,MANGROL SDN	66KV ZANKHVAV	DG-FLS-TN3-18	11 KV ISHANPUR, 11 KV GODBAR, 11 KV RAJWADI, 11 KV VAHAR , 11 KV VAD	5	959	2195978	1.319	1.0
19	SURAT RURAL	VYARA	UCHHAL	66KV UCHHAL	DG-FLS-TN3-19	11 KV BHADBHUNJA, 11 KV HARIPUR, 11KV BABARGHAT	3	1462	5588082	3.357	3.0
20	SURAT RURAL	KADODARA	KAMREJ R,SEVANI,KAMREJ-2	66KV KAMREJ	DG-FLS-TN3-20	11 KV MADHAVBAUG , 11 KV JIOR, 11 KV DELAD, 11 KV SEVNI, 11 KV KHOLESHWAR	5	1874	13420961	8.064	8.0
21	BHARUCH	ANKLESHWAR O & M	ZAGADIA ,RAJPARDI	66KV RAJPARDI	DG-FLS-TN3-21	11KV TARSALI (AVIDHA), 11KV UMALLA, 11KV DHUNDHA(PANETHA),11KV JAMBOI(INDORE), 11KV BHALOD, 11KV VANAKPORE,11KV CHOKI (JESPORE), 11KV VADHVANA	8	480	2682020	1.611	1.5
22	BHARUCH	RAJPIPLA	RAJPIPLA - I ,RAJPIPLA(R) - II	66KV RAJPIPLA	DG-FLS-TN3-22	11KV VAVDI, 11KV THARI, 11KV ZUNDA, 11KV KOTHARA(SISODARA),11KV RASELA, 11KV LACHHARAS	6	496	2918315	1.753	1.5
23	BHARUCH	RAJPIPLA	SAGBARA	66KV SAGBARA	DG-FLS-TN3-23	11KV DABKA, 11KV TELIAMBA (JAVLI OLD), 11KV KAKDI AMBA(CHIGDA), 11KV GODADA, 11KV NARVADI	5	1823	7522245	4.519	4.5
24	BHARUCH	ANKLESHWAR O & M	ZAGADIA	66KV ZAGADIA	DG-FLS-TN3-24	11KV KHADOLI(AVIDHA), 11KV SELOD, 11KV GUMANDEV FEEDER,11KV RANIPURA, 11KV LIMODHRA	5	1575	9755089	5.861	5.5
25	BHARUCH	ANKLESHWAR O & M	NETRANG ,RAJPARDI	66KV NETRANG	DG-FLS-TN3-25	11KV THAVA , 11KV ATKOL,11KV CHASWAD, 11KV MAUZA, 11KV CHANDRAVAN, 11KV BHULESHWAR , 11KV JESPORE (NETRANG S/S)	7	1328	7878037	4.733	4.5
26	BHARUCH	RAJPIPLA	DEDIAPADA	66KV DEDIAPADA	DG-FLS-TN3-26	11KV BHATPUR, 11KV JORGAM (GOPALIA),11KV SOLIA	3	2131	4325710	2.899	2.5

27	BHARUCH	ANKLESHWAR O & M	HANSOT	66KV HANSOT	DG-FLS-TN3-27	11KV ILAV FEEDER, 11KV SAJOD FEEDER	2	616	1357476	0.816	0.5
28	BHARUCH	BHARUCH CITY	HALDARWA	66KV ZANOR	DG-FLS-TN3-28	11KV BAMBUSAR, 11KV UPRALI, 11KV PARIAGE ,11KV SINDHOT	4	151	893324	0.537	0.5
29	VALSAD	DHARAMPUR	NANA PONDHA	66KV KAKADKOPAR	DG-FLS-TN3-29	11KV KARAYA RURAL, 11KV KAKADKOPAR, 11KV NANAPONDHA	3	1514	2046627	1.230	1.0
30	VALSAD	VALSAD CITY	COASTAL	66KV VALSAD	DG-FLS-TN3-30	11KV VASHIYAR , 11KV KOSAMBA	2	438	1065792	0.640	0.5
31	VALSAD	VALSAD O&M	DUNGRI	66KV DUNGRI	DG-FLS-TN3-31	11KV DHANORI,11KV KUNDI, 11KV TIGHRA (DUNGRI), 11KV ROLA	4	2131	5431810	3.264	3.0
32	VALSAD	DHARAMPUR	KAPARADA	66KV KAPRADA	DG-FLS-TN3-32	11KV MOTI VAHIYAL, 11KV CHANDVEGAN	2	1070	1475275	0.886	0.5
33	VALSAD	NAVSARI O&M	EROO	66KV CHHAPRA	DG-FLS-TN3-33	11KV MOGAR	1	434	1719532	1.033	1.0
34	VALSAD	VALSAD RURAL	KHERGAM	66KV KHERGAM	DG-FLS-TN3-34	11KV NANDHAI, 11KV GHEJ, 11KV KALWADA, 11KV ACHHAVANI, 11KV KAVLA KHADAK, 11KV SARASIA	6	3773	11295743	6.787	6.5
35	VALSAD	NAVSARI O&M	AMALSAD	66KV AMALSAD	DG-FLS-TN3-35	11KV MASA, 11KV MORA, 11KV ANCHELI, 11KV KALMTHA KOR	4	986	3320130	1.995	1.5
36	SURAT RURAL	SURAT O&M	KOSAD	66KV VARIAV	DG-FLS-TN3-36	11KV BALIYADEV	1	375	1317182	0.791	0.5
37	SURAT RURAL	VYARA	UKAI	66KV UKAI	DG-FLS-TN3-37	11 KV BHATVADA	1	364	1167944	0.702	0.5
38	SURAT RURAL	VYARA	VALOD	66KV VALOD	DG-FLS-TN3-38	11 KV BAVLI, 11 KV BAJIPURA, 11 KV NANSAD, 11 KV SIKER, 11 KV TOKARVA, 11 KV RUPVADA, 11 KV PAVRAN	7	2134	10786291	6.481	6.0
39	SURAT RURAL	KADODARA	PALSANA	66KV PALSANA	DG-FLS-TN3-39	11 KV BHUTPORE(LINGAD), 11 KV DHAMDOD, 11 KV KANVAV, 11 KV TUNDI, 11 KV MAKHINGA	5	1673	11990608	7.204	7.0
40	BHARUCH	ANKLESHWAR O & M	ANKLESHWAR(R)	66KV ANK URBAN	DG-FLS-TN3-40	JUNA DIVA, SURVADI	2	567	2669022	1.604	1.5
41	BHARUCH	RAJPIPLA	RAJPIPLA(R) - II,RAJPARDI	66KV PRATAPNAGAR	DG-FLS-TN3-41	11KV NIKOLI, 11KV RAJUVADIA(VARACHHA),11KV AMRAPARA,11KV KOLIAPADA, 11KV ASHA FDR	5	434	2413680	1.450	1.0

42	BHARUCH	ANKLESHWAR O & M	GADKHOL	66KV RANDERI	DG-FLS-TN3-42	11KV AVADAR,11KV MORAN, 11KV JITALI	3	305	1944595	1.168	1.0
43	SURAT RURAL	BARDOLI	MANGROL	66KV MOSALI	DG-FLS-TN3-43	11 KV NANI NAROLI, 11 KV KOSADI,11 KV GADKACH, 11 KV BHILWADA, 11 KV VASRAVI	5	1721	7625940	4.582	4.5
44	SURAT CITY	SURAT (URB) ,KADODARA	KHARVASA,KADODARA 1	66KV NIOL	DG-FLS-TN3-44	11 KV MHOHINI, 11 KV KHARVASA, 11KV NIOL	3	589	3214925	1.932	1.5
45	SURAT CITY	SURAT (URB)	KHARVASA,SACHIN RURAL	66 KV VANZ	DG-FLS-TN3-45	11 KV VAKTANA, 11KV VAKTANA	2	224	1477153	0.887	0.5
46	SURAT RURAL	BARDOLI	BARDOLI (R)	66KV AFWA	DG-FLS-TN3-46	11 KV KIKVAD, 11 KV VADHAVA, 11 KV PARDI	3	876	4816322	2.894	2.5
47	SURAT RURAL	BARDOLI	MADHI,KADOD	66KV KADOD (VAV)	DG-FLS-TN3-47	11KV SINGOD, 11 KV VADHAVANIYA, 11 KV MORI, 11 KV VAGHECHA, 11 KV ZARIMORA, 11KV RAJWAD	6	2834	13458212	8.086	8.0
48	SURAT RURAL	BARDOLI	MADHI	66KV MADHI	DG-FLS-TN3-48	11 KV KAHER, 11 KV SYADALA, 11 KV KVAKOTI, 11 KV BALDA	4	2178	10971259	6.592	6.5
49	VALSAD	NAVSARI O&M	TANKAL	66KV TANKAL	DG-FLS-TN3-49	11KV KANGWAI, 11KV SUNTHWAD, 11KV UNDHAVAL, 11KV CHITALI, 11KV NOGAMA	5	2715	9408145	5.653	5.5
50	SURAT RURAL	BARDOLI	BAMNIA	66KV BAMANIYA	DG-FLS-TN3-50	11 KV KANKARIA, 11 KV BARTAD, 11 KV KADHAIYA, 11 KV BHAGVANPURA, 11 KV ZERVAVARA	5	2545	10566079	6.348	6.0
51	VALSAD	VALSAD O&M ,WAGHAI	RANAKUVA,ANAVAL	66KV FADVEL	DG-FLS-TN3-51	11KV PINJAR, 11KV VAGALI, 11KV AMBACH, 11KV BEDIYA	4	1193	3437005	2.065	2.0
52	SURAT RURAL	KADODARA	SEVANI	66KV SHAMPURA	DG-FLS-TN3-52	11 KV TIMBA, 11 KV NAGOD, 11 KV MOTA, 11 KV MACHI, 11 KV ASTA	5	2306	12182324	7.319	7.0
53	SURAT RURAL	KADODARA	KADODARA 1,PASODARA, SAROLI	66KV KOSMADA	DG-FLS-TN3-53	11 KV ANTROLI, 11 KV PASODARA, 11 KV HARIPURA, 11KV KUMBHARIYA	4	1233	7969950	4.788	4.5
54	VALSAD	NAVSARI O&M	SISODRA	66KV SINGOD	DG-FLS-TN3-54	11KV NAVAPARA, 11KV SUPA NEW, 11KV KUREL, 11KV MUNSAD, 11KV MOLDHARA	5	1692	8401646	5.048	5.0
55	SURAT RURAL	VYARA	NIZER	66KV RUMKITALAV	DG-FLS-TN3-55	11 KV CHITPUR, 11 KV RAYGADH	2	228	900874	0.541	0.5
56	SURAT RURAL	VYARA	KUKARMUNDA	66KV KUKARMUNDA	DG-FLS-TN3-56	11 KV ITVAI, 11 KV MATAVAL, 11 KV PIPLAS, 11 KV RAJPUR	4	1090	5173796	3.109	3.0

57	SURAT RURAL	VYARA	KAPURA,DOLWAN	66KV MANGALIA	DG-FLS-TN3-57	11 KV VANDARDEVI, 11 KV ARKUND, 11 KV DHANTURI, 11 KV KHUTADIYA	4	793	1798597	1.081	1.0
58	SURAT RURAL	VYARA	SONGADH	66KV JAMKHADI	DG-FLS-TN3-58	11 KV DON, 11 KV HIRAVADI, 11 KV JAMKHADI, 11 KV MEDHA	4	1296	3508713	2.108	2.0
59	SURAT RURAL	VYARA	DOLWAN,VALOD	66KV VIRPORE	DG-FLS-TN3-59	11 KV BEDCHIT, 11 KV GODADA, 11 KV NEW GHANNI, 11 KV DADARIYA	4	1190	4321711	2.597	2.5
60	SURAT RURAL	BARDOLI	MAHUVA	66KV SARBHON	DG-FLS-TN3-60	11 KV NINAT, 11 KV AMROLI, 11 KV NOGAMA	3	400	1469188	0.883	0.5
61	SURAT RURAL	VYARA	UCHHAL	66KV NARANPUR	DG-FLS-TN3-61	11 KV KAROD, 11 KV GAVAN, 11KV NESUVADPADA, 11KV KACHALI	4	1027	4982704	2.994	2.5
62	SURAT RURAL	BARDOLI	ARETH	66KV NOGAMA	DG-FLS-TN3-62	11 KV BAUDHAN, 11 KV TUKET, 11 KV ZARPAN, 11 KV MUNJALAV	4	1706	6770098	4.068	4.0
63	BHARUCH	ANKLESHWAR O & M	VALIA	66KV DAHELI	DG-FLS-TN3-63	11KV MOKHADI,11KV UMARGAM, 11KV DELHI(DELHI SS),11KV SEVAD	4	753	4157706	2.498	2.0
64	BHARUCH	RAJPIPLA	RAJPIPLA(R) - II	66KV BHACHHARWADA	DG-FLS-TN3-64	11KV BHUCHAD, 11KV VIRSINGPURA (ORI), 11KV VARKHAD (SISODARA), 11KV TAROPA	4	396	2184385	1.312	1.0
65	BHARUCH	BHARUCH CITY	BHRAUCH(R)	66KV KADOD	DG-FLS-TN3-65	11KV LUVARA, 11KV ZADESHWAR, 11KV NIKORA	3	601	4268568	2.565	2.5
66	BHARUCH	RAJPIPLA	DEDIAPADA	66KV CHIKDA	DG-FLS-TN3-66	11KV GOPALIYA, 11KV BEDVAN	2	719	2117744	1.272	1.0
67	BHARUCH, SURAT RURAL	RAJPIPLA ,VYARA	SAGBARA ,UKAI	66KV BORDA S/S	DG-FLS-TN3-67	11KV GAYSAVAR , 11 KV GUNDI	2	743	1330661	0.799	0.5
68	SURAT RURAL	KIM IND	KATHOR	66KV GALA KARJAN	DG-FLS-TN3-68	11 KV KARJAN, 11 KV KUTAI MATA, 11 KV GHALA	3	870	4425436	2.659	2.5
69	SURAT RURAL	BARDOLI	UMARKHADI	66KV UMARKHADI	DG-FLS-TN3-69	11 KV TITOI, 11 KV LUHARWAD, 11 KV LAKHAGAM, 11 KV GODDHA	4	2276	4933762	2.964	2.5
70	SURAT CITY	SURAT (URB)	KHARVASA	66KV ERTHAN	DG-FLS-TN3-70	11 KV TRAJ, 11 KV TATIZAGADA	2	522	3107985	1.867	1.5
71	VALSAD	VALSAD CITY	VALSAD INDUSTRIAL, COASTAL	66KV GUNDLAV	DG-FLS-TN3-71	11KV MULI, 11KV BHADELI	2	930	2369773	1.424	1.0

72	VALSAD	VALSAD O&M	AANTALIYA,DUNGRI	66KV BALWADA	DG-FLS-TN3-72	11KV CHIMLA, 11KV GORGAM, 11KV BALWADA-1, 11KV VASAN(DUNGRI)	4	1625	4088162	2.456	2.0
73	VALSAD	VAPI INDUSTRIAL	SOLSUMBA	66KV UMBERGAON PHASE II	DG-FLS-TN3-73	11KV DEHRI	1	259	940638	0.565	0.5
74	VALSAD	NAVSARI O&M	EROO	66KV SULTANPURA	DG-FLS-TN3-74	11KV AAT, 11KV MANDARIYA	2	323	1144042	0.687	0.5
75	SURAT CITY	SURAT (URB)	KHARVASA	66KV EKLERA	DG-FLS-TN3-75	11 KV BHANODRA	1	129	974467	0.585	0.5
76	VALSAD ,SURAT RURAL	NAVSARI CITY	NAVSARI RURAL ,KADODARA	66KV VESMA	DG-FLS-TN3-76	11KV KUCHED NEW, 11KV VESMA NEW, 11KV PARTHAN, 11KV PARDI (VESMA SS), 11 KV AMBHETI	5	1722	10255464	6.162	6.0
77	VALSAD	VAPI O&M	VAPI RURAL,DUNGRA	66KV KOCHARVA	DG-FLS-TN3-77	11KV KOPARLI NEW, 11KV DEGAM (DUNGRA)	2	477	1055412	0.634	0.5
78	SURAT RURAL	VYARA	KUKARMUNDA	66KV NIMBHORA	DG-FLS-TN3-78	11 KV BHAMSAL, 11 KV NIMBHORA, 11 KV SATOLA, 11KV HOL	4	689	4403256	2.646	2.5
79	VALSAD	VALSAD O&M	RANAKUVA	66KV RANKUVA	DG-FLS-TN3-79	11KV MANEKPORE, 11KV DONJA, 11KV KUKERI, 11KV VANGARWADI	4	987	3054765	1.835	1.5
80	VALSAD	WAGHAI	VANSADA	66KV MAHUVAS	DG-FLS-TN3-80	11KV SITAPUR, 11KV AMBAPANI, 11KV DHAKMAL	3	1554	3404160	2.045	2.0
81	VALSAD	NAVSARI O&M	MAROLI	66KV MANGROL (DG)	DG-FLS-TN3-81	11KV PARUJAN, 11KV DELVADA	2	297	1197434	0.719	0.5
82	BHARUCH,SURAT RURAL	ANKLESHWAR O & M ,KIM IND	HANSOT,KIM	66KV VADOLI	DG-FLS-TN3-82	11KV BALOTA,11 KV BHADOL, 11 KV ANITA	3	753	1949132	1.171	1.0
83	SURAT RURAL	KIM IND	KOSAMBA	66KV FTP	DG-FLS-TN3-83	11 KV SAVA, 11 KV KATHWADA	2	184	839540	0.504	0.5
84	BHARUCH	ANKLESHWAR O & M	NETRANG	66KV MAUZA	DG-FLS-TN3-84	11KV JAMUNI, 11KV KAMALIYA, 11KV BALADVA	3	479	2915472	1.752	1.5
85	SURAT RURAL	BARDOLI	MANGROL	66KV VANKAL	DG-FLS-TN3-85	11 KV BORIA, 11 KV NANDOLA, 11 KV NANI FALI, 11 KV KHAREDA, 11KV RATOTI	5	667	2851478	1.713	1.5
86	BHARUCH	RAJPIPLA	SAGBARA	66KV BHOGVAD	DG-FLS-TN3-86	11KV JAVLI (BHOGVAD S/S), 11KV KHOCHARPADA	2	804	3304979	1.986	1.5

87	BHARUCH	RAJPIPLA	RAJPIPLA(R) - II	66 KV AMLETHA	DG-FLS-TN3-87	11KV HANDI, 11KV PRATAPPARA, 11KV DHOLAR	3	199	959011	0.576	0.5
88	SURAT RURAL	BARDOLI	ARETH ,MANDVI	66KV KASAL	DG-FLS-TN3-88	11 KV NAREN, 11 KV UTEVA, 11 KV GODSAMBA	3	1912	6224094	3.740	3.5
89	SURAT RURAL	BARDOLI	UMARPADA	66KV CHIMIPATAL	DG-FLS-TN3-89	11 KV VADGAM, 11 KV PANCHAMBA, 11 KV HALDHARI	3	620	2331527	1.401	1.0
90	BHARUCH	RAJPIPLA	RAJPIPLA - I	66KV MOTARAIPARA	DG-FLS-TN3-90	11KV VELCHANDI,11KV SENGPURA, 11KV VANSLA	3	320	885800	0.532	0.5
91	BHARUCH	RAJPIPLA	DEDIAPADA	66KV KHAIDIPADA	DG-FLS-TN3-91	11KV RUKHAL,11KV ZANK, 11KV GARDA	3	872	2094575	1.258	1.0
92	BHARUCH	ANKLESHWAR O & M	ZAGADIA	66KV AVIDHA	DG-FLS-TN3-92	11KV WAGHPURA,11KV JUNAPORA,11KV SIMADA	3	206	1584167	0.952	0.5
93	SURAT RURAL	BARDOLI	MANDVI	66KV BEDDHA	DG-FLS-TN3-93	11 KV SINGALWAN, 11KV SARKUI, 11KV JUNA KAKRAPAR	3	866	2856727	1.716	1.5
94	SURAT RURAL	BARDOLI	ARETH	66KV PATNA	DG-FLS-TN3-94	11 KV VARELI, 11KV Vadod	2	618	2639085	1.586	1.5
95	SURAT RURAL	BARDOLI	ARETH,MANGROL	66KV TADKESHWAR	DG-FLS-TN3-95	11KV VARETHI, 11KV UMELAV, 11KV TOGAPUR	3	500	2020997	1.214	1.0
96	BHARUCH	ANKLESHWAR O & M	ANKLESHWAR(R)	66KV SAJOD	DG-FLS-TN3-96	11KV PUNGAM, 11KV DHANTURIA	2	640	2190658	1.316	1.0
97	SURAT RURAL	BARDOLI	MANDVI	66KV GODAVADI	DG-FLS-TN3-97	11KV GAMTALAV	1	392	1359780	0.817	0.5
98	VALSAD	WAGHAI	PIPALKHED	66KV ANKLACH	DG-FLS-TN3-98	11KV GODMAL, 11KV KANDHA, (VAGAN) 11KV KHANPUR, 11KV CHONDHA	4	2286	3015603	1.812	1.5
99	SURAT CITY	SURAT (URB)	KHARVASA	66 KV BHATIYA	DG-FLS-TN3-99	11 KV POPADA, 11 KV DAJI NI VADI	2	372	2100176	1.262	1.0
100	SURAT RURAL	VYARA	UKAI	66KV VADI BHESROT	DG-FLS-TN3-100	11 KV NANI KHERVAN, 11 KV VADI BHESROT, 11 KV KUNDA	3	822	3143870	1.889	1.5
101	SURAT RURAL	VYARA	UKAI	66KV KAWLA	DG-FLS-TN3-101	11 KV UKHALDA, 11 KV GALKHADI, 11 KV NISHANA	3	974	3874157	2.328	2.0

102	SURAT RURAL	BARDOLI	BAMNIA	66KV KALKAWA	DG-FLS-TN3-102	11 KV ALGADH, 11 KV NALDHARA, 11 KV BEDA, 11KV SARDAR, 11KV ADYAPOR	5	2054	7538947	4.530	4.5
103	SURAT RURAL	VYARA	VYARA	66KV CHIKHALI BHESROT	DG-FLS-TN3-103	11 KV AMALI, 11 KV VAGHPANI, 11KV VAZARDA	3	487	1181379	0.710	0.5
104	SURAT RURAL	VYARA ,BARDOLI	UKAI,MANDVI	66KV SISOR	DG-FLS-TN3-104	11 KV PANCHPIPLA, 11 KV SISOR, 11 KV KALAVYARA, 11KV VELZER	4	1014	3739250	2.247	2.0
105	SURAT RURAL	VYARA ,BARDOLI	VYARA,MADHI , VALOD	66KV BORAKHADI	DG-FLS-TN3-105	11 KV MAIPURA, 11 KV KALKAI, 11 KV TITVA , 11 KV KAMALCHHOD, 11 KV BORAKHADI, 11 KV KOHALI	6	765	2980035	1.790	1.5
106	VALSAD	DHARAMPUR	RONAVEL	66KV VALANDI	DG-FLS-TN3-106	11KV BHUTSAR, 11KV KACHIGAM(NEW), 11KV MORI FALIA	3	1846	4765205	2.863	2.5
107	VALSAD	WAGHAI	ANAVAL	66KV BHINAR	DG-FLS-TN3-107	11KV CHARVI, 11KV TANKALI, 11KV KHADKALA	3	1213	3604060	2.165	2.0
108	VALSAD	VALSAD O&M	RUMLA	66KV RUMLA	DG-FLS-TN3-108	11KV RUMLA, 11KV SATADIYA, 11KV MOGRAWADI, 11 KV MAHAKALPADA	4	2342	6702044	4.027	4.0
109	SURAT RURAL	VYARA	KAPURA,VALOD	66KV RUPVADA	DG-FLS-TN3-109	11 KV MALOTHA, 11 KV KHANPUR, 11 KV GANDHI, 11KV CHHIRMA, 11KV TAD	5	825	2808836	1.688	1.5
110	SURAT RURAL	VYARA	KAPURA	66KV KAPADVANJ	DG-FLS-TN3-110	11 KV MEGHPUR, 11 KV VADPADA, 11 KV PERVAD, 11 KV KHURDI, 11KV DOLARA	5	1477	4177691	2.510	2.5
111	SURAT RURAL	VYARA	VALOD	66KV BHIMPORE	DG-FLS-TN3-111	11 KV KHAKHAR, 11 KV KUMBHIYA, 11 KV HATHUKA, 11 KV BAHEJ	4	1411	5045838	3.032	3.0
112	VALSAD	DHARAMPUR	DHARAMPUR ,DHARAMPUR-2	66KV NANI VAHIYAL	DG-FLS-TN3-112	11KV UKTA, 11KV TUMBI	2	844	1492053	0.896	0.5
113	SURAT RURAL	VYARA	DOLWAN	66KV KARANJKHED	DG-FLS-TN3-113	11 KV DHANGDHAR, 11 KV BESANIYA	2	706	1097100.667	0.659	0.5
114	SURAT RURAL	VYARA	KAPURA	66KV MAGARKUI	DG-FLS-TN3-114	11 KV VELDHA, 11 KV SARAIYA, 11 KV JETWADI, 11KV CHIKHALDA	4	795	2361844.333	1.419	1.00
115	SURAT RURAL	VYARA	VYARA	66KV CHIKHALVAV	DG-FLS-TN3-115	11 KV RAMPURA, 11 KV VADKUI, 11 KV DEVANI	3	922	2435864	1.464	1.00
116	SURAT CITY	SURAT (URB)	KHARVASA	66KV DELADWA	DG-FLS-TN3-116	11 KV GOJA, 11 KV DELADVA	2	264	1320145	0.793	0.5

117	VALSAD	VALSAD CITY	ATUL	66KV MAGOD	DG-FLS-TN3-117	11KV DUNGERWADI, 11KV SURWADA	2	490	1301657	0.782	0.5
118	SURAT RURAL	VYARA	DOLWAN	66KV CHUNAVADI	DG-FLS-TN3-118	11 KV RAIGADH, 11 KV CHUNAVADI	2	354	838553.6667	0.504	0.5
119	VALSAD	WAGHAI	PIPALKHED,VANSADA , ANAVAL	66KV LIMZER	DG-FLS-TN3-119	11KV KANSARIA, 11KV UPSAL, 11KV DUNGARPADA, 11KV KATASVEL, 11KV RANGPUR	5	1824	4593579.667	2.760	2.50
120	VALSAD	NAVSARI O&M	SISODRA	66KV BJTLAV	DG-FLS-TN3-120	11KV PUNI, 11KV NAVATALAV, 11KV RAJWADA, 11KV GOPIVADI	4	889	3563775	2.141	2.00
121	SURAT CITY	SURAT (URB)	KHARVASA	66KV KHARVASA	DG-FLS-TN3-121	11 KV BONAND	1	170	1099356.667	0.661	0.5
122	SURAT CITY	RANDER	OLPAD	66KV KARAMLA	DG-FLS-TN3-122	11 KV ACHHARAN, 11 KV SANDHIYER	2	756	2380891.333	1.430	1.00
123	VALSAD	VAPI O&M	PARDI	66KV NIMKHAL	DG-FLS-TN3-123	11KV KACHVAL, 11KV RABDI	2	884	1294586	0.778	0.5
124	SURAT RURAL	VYARA	SONGADH	66KV VADPADA	DG-FLS-TN3-124	11 KV TARSDAI, 11 KV KUKADZAR, 11 KV KALAGHAT, 11 KV CHAKVAN	4	1065	3012093.667	1.810	1.50
125	VALSAD	WAGHAI	ANAVAL	66KV VAHEVAL	DG-FLS-TN3-125	11KV UMRA, 11KV SINDHAI	2	1109	3604659.333	2.166	2.00
126	SURAT RURAL	BARDOLI	BAMNIA	66KV GOPLA	DG-FLS-TN3-126	11 KV GOPLA, 11 KV BILAKHADI	2	733	2763784.333	1.661	1.50
127	SURAT RURAL	BARDOLI	MADHI	66KV MANEKPOR	DG-FLS-TN3-127	11 KV SEJVAD, 11 KV MAHADEV, 11 KV KARACHKA	3	986	5764712	3.464	3.00
128	VALSAD	WAGHAI	PIPALKHED	66KV LACHHAKADI	DG-FLS-TN3-128	11KV CHATMUDI, 11KV GANGPUR, 11KV LACHHAKADI	3	1028	1935464.333	1.163	1.00
129	VALSAD	WAGHAI	VANSADA	66KV VANGAN	DG-FLS-TN3-129	11KV VANGAN, 11KV LIMBARFALIYA	2	784	1093497	0.657	0.5
130	VALSAD	VALSAD RURAL,WAGHAI	RANAKUVA ,ANAVAL	66KV PRATAPNAGAR (DG)	DG-FLS-TN3-130	11KV RAJPORE, 11KV DOLDHA	2	617	1928435.333	1.159	1.00
131	VALSAD	VAPI INDUSTRIAL	SANJAN	66KV MANEKPORE	DG-FLS-TN3-131	11KV DHODIPADA, 11KV NEW NARGOL	2	379	899774	0.541	0.5

132	VALSAD	VALSAD RURAL	KHERGAM ,RUMLA	66KV JAMANPADA	DG-FLS-TN3-132	11KV CHIMANPADA, 11KV JAMANPADA, 11KV BALABARI	3	911	2357593.333	1.416	1.00
133	SURAT RURAL	VYARA	DOLWAN	66KV PATHAKVADI	DG-FLS-TN3-133	11 KV GARPANI, 11 KV KAKADVA, 11 KV VARJAKHAN	3	754	2263274.333	1.360	1.00
134	SURAT RURAL	VYARA	KAPURA	66KV JESINGPURA	DG-FLS-TN3-134	11 KV KANJAN, 11 KV BHOJPUR DUR, 11 KV UMARKACHH	3	979	2821876.667	1.695	1.50
135	SURAT RURAL	VYARA	VYARA	66KV UNCHAMALA	DG-FLS-TN3-135	11 KV MAHUDI, 11 KV DUNGARI, 11 KV NEW KHODTALAV	3	468	997188.6667	0.599	0.5
136	VALSAD	VALSAD RURAL	RANAKUVA	66KV SADADVEL	DG-FLS-TN3-136	11KV KAVERI, 11KV TATIKHADI, 11KV VANZARI	3	829	2852661	1.714	1.50
137	SURAT RURAL	VYARA	UKAI	66KV WAGHNERA	DG-FLS-TN3-137	11 KV VEKUR, 11 KV GAJANDEVI	2	442	2101752.667	1.263	1.00
138	SURAT RURAL	VYARA	SONGADH	66KV TAPARVADA	DG-FLS-TN3-138	11 KV MASANPADA, 11 KV KAPADBANDH, 11 KV VADI RUPGADH, 11 KV DHANMAULI	4	1312	3227043.333	1.939	1.50
139	VALSAD	NAVSARI O&M	EROO	66KV ABRAMA	DG-FLS-TN3-139	11KV VADI FALIYA, 11 KV SARAV, 11KV KANERA	3	866	3855506.667	2.316	2.00
140	VALSAD	DHARAMPUR	DHARAMPUR-2	66KV TISKARI TALAT	DG-FLS-TN3-140	11KV KOSAMKUVA	1	753	1502855	0.903	0.5
141	VALSAD	NAVSARI O&M	GANDEVI	66KV GADAT	DG-FLS-TN3-141	11KV PINJARA , 11KV KOLWA	2	845	3119765.667	1.874	1.50
142	VALSAD	NAVSARI O&M	MAROLI	66KV TAVDI	DG-FLS-TN3-142	11KV SAGARA, 11KV SIMALGAM	2	815	3599793	2.163	2.00
143	SURAT RURAL	VYARA	SONGADH	66KV VADPADA PRA UMARDA	DG-FLS-TN3-143	11 KV BEDVAN 11 KV VANZAFALI 11 KV GUNKHADI 11 KV VADPADA	4	328	972994	0.585	0.5
144	SURAT RURAL	VYARA	VYARA	66KV LOTARVA	DG-FLS-TN3-144	11 KV DEVALPADA, 11 KV BHAGAT	2	267	929999.6667	0.559	0.5
145	SURAT RURAL	VYARA	KUKARMUNDA	66KV HATHODA	DG-FLS-TN3-145	11 KV TAPI, 11 KV UTAVAD	2	146	995425.3333	0.598	0.5
146	SURAT RURAL	VYARA	NIZER	66KV HINGNI	DG-FLS-TN3-146	11 KV DEVALA, 11KV SULWADA	2	230	1508065.333	0.906	0.5

147	SURAT RURAL	VYARA	KUKARMUNDA	66KV BORIKUVA	DG-FLS-TN3-147	11 KV GANTHA, 11 KV GORAPADA	2	538	1687524.333	1.014	1.00
148	VALSAD	DHARAMPUR	DHARAMPUR-2	66KV VELVACH	DG-FLS-TN3-148	11KV VELVACH, 11KV DHARTI	2	887	1918844	1.153	1.00
149	SURAT RURAL	KADODARA	SEVANI	66KV SEVANI	DG-FLS-TN3-149	11 KV DHARUTHA	1	178	1052143.667	0.632	0.5
150	SURAT RURAL	BARDOLI	MADHI	66KV KATISKUVA	DG-FLS-TN3-150	11KV KATISKUVA, 11KV UMARKUVA, 11KV BEDKUVA	3	817	2979795	1.790	1.50
151	VALSAD	WAGHAI	VANSADA	66KV SARA	DG-FLS-TN3-151	11KV KEVDI	1	640	1152297.667	0.692	0.5
152	VALSAD	VALSAD O&M	DUNGRI	66KV ATGAM	DG-FLS-TN3-152	11KV PATA TALAV, 11KV SEGVA, 11KV CHOBADIYA	3	527	1001856	0.602	0.5
153	SURAT RURAL	VYARA	KAPURA	66KV GALKUVA	DG-FLS-TN3-153	11 KV GATADI, 11 KV BHANDHARPADA, 11 KV JUNVAN	3	1489	4520154.333	2.716	2.50
154	SURAT RURAL	VYARA	SONGADH	66KV KUMKUVA	DG-FLS-TN3-154	11 KV KHANJAR, 11 KV RUPVADA , 11 KV DOSWADA, 11 KV GAYSAVAR	4	1017	2343457.667	1.408	1.00
155	VALSAD	VALSAD O&M	RUMLA	66KV GODTHAL	DG-FLS-TN3-155	11KV DUNGARPADA, 11KV DHAMDHUMA, 11KV MIYAZARI, 11KV ZADI FALIA	4	1031	2261077.333	1.358	1.00
156	SURAT RURAL	VYARA	VYARA	66KV MANDAL	DG-FLS-TN3-156	11 KV CHAKADIYA, 11 KV KHANBHALA, 11 KV POKHARAN	3	739	2158233.667	1.297	1.00
157	VALSAD	DHARAMPUR	DHARAMPUR-2	66KV AMBATALAT	DG-FLS-TN3-157	11 KV KHATANA, 11 KV SAVARMAL	2	681	866391	0.521	0.5
158	SURAT RURAL	VYARA	VALOD	66KV GODADHA	DG-FLS-TN3-158	11KV Pahad, 11KV Dharampura	2	490	2161138.667	1.298	1.00
159	SURAT RURAL	BARDOLI	MAHUVA	66KV TARBHON	DG-FLS-TN3-159	11KV CHHITRA, 11KV KUVADIYA	2	306	1152637	0.693	0.5

Amendment No-2

Date:21.03.2024

RFS No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03Dtd.01.03.2024

The REVISED Schedule dates are amended as under: -

1	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	Date:18.04.2024 Up to 18.00 hours
2	Date of opening of Tender Fee, EMD on-line	Date: 19.04.2024 at 11.00 hours
3	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days of the on-line bid opening date of Tender Fee & EMD stage. (On working days, During office hours)
4	Date of opening of Technical offer on-line (If possible)	Date: 25.04.2024 at 11.00 hours
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date: 01.05.2024 at 11.00 hours
6	Reverse e-auction	Date of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal, if required for the respective Solar plants.

Sr. No	Clause/ Para No.	page no.	Existing terms	Amended terms
1	Rfs Schedule: 6. EMD	03	For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS/NEFT/Online only For the EMD amount above Rs. 3 Lakh, EMD amount shall be paid by RTGS/NEFT/Online/Demand draft/Banker's cheque/pay order/Bank Guarantee	For the EMD amount up to Rs.3 Lakh, EMD amount shall be paid by RTGS/NEFT/Online only For the EMD amount above Rs. 3 Lakh, EMD amount shall be paid by RTGS/NEFT/Online/Demand draft/Banker's cheque/pay order/Bank Guarantee
			In case of payment through DD/Banker's Cheque/Pay Order /Bank Guarantee, the scanned copy of original documents shall have to be uploaded with the bid on- line and original copy of the same will have to be submitted, at the office of the The Addl.Chief Engineer (C&R), DGVCL Surat,	In case of payment through DD/Banker's Cheque/Pay Order /Bank Guarantee, the scanned copy of original documents shall have to be uploaded with the bid on- line and original copy of the same will have to be submitted, at the office of the TheAddl.Chief Engineer (C&R),

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			within 5 days from the scheduled date of on-line bid opening. (Tender Fee EMD stage). Separate EMD shall require to be paid for each bid, in case the bidder participate in multiple bid.	DGVCL Surat, within 5 days from the scheduled date of on-line bid opening. (Tender Fee EMD stage). Separate EMD shall require to be paid for each bid, in case the bidder participate in multiple bid. **Bank Guarantee shall be valid for the period of 1 year from the last date of submission of bid of this RFS**
	Details of Annexures and Forms	07		**Form-11** **Relationship with employee of DGVCL**
	SECTION-A: **Introduction** **1.1.3**	09	**1.1.3. Components of PM KUSUM Guidelines for Implementation of New Scheme for Farmers for Installation of Solar Pumps and Grid Connected Solar Power Plants on date 17.01.2024** **The PM KUSUM Scheme has the following components:** **i. Component-A: Setting up of 10,000 MW of Decentralized Ground/ Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants by the farmers on their land** **ii. Component-B: Installation of 14 Lakh Stand-alone Solar Agriculture Pumps** **iii. Component-C: Solarisation of 35 Lakh Grid Connected Agriculture Pumps including Feeder Level Solarization The PM-KUSUM Scheme allows inter-se transfer of quantities between Component-B and Component-C. All three components of the scheme aim to add Solar capacity of about 34,800 MW by March 2026 with the total Central Financial support of ₹ 34,422 crore.**	**1.1.3. Components of PM KUSUM Guidelines for Implementation of New Scheme for Farmers for Installation of Solar Pumps and Grid Connected Solar Power Plants on date 17.01.2024** **The PM KUSUM Scheme has the following components:** **i. Component-A: Setting up of 10,000 MW of Decentralized Ground/ Stilt Mounted Grid Connected Solar or other Renewable Energy based Power Plants by the farmers on their land** **ii. Component-B: Installation of 14 Lakh Stand-alone Solar Agriculture Pumps** **iii. Component-C: Solarisation of 35 Lakh Grid Connected Agriculture Pumps including Feeder Level Solarization The PM-KUSUM Scheme allows inter-se transfer of quantities between Component-B and Component-C. All three components of the scheme aim to add Solar capacity of about 34,800 MW by March 2026 with the total Central Financial support of ₹ 34,422 crore.** **Subsequently, MNRE vide Order dated 17-01-2024, has issued the new comprehensive Guidelines for PM-KUSUM Scheme. The guideline is available on MNRE's website. Thereafter, MNRE, vide Order dated 29-01-2024 has issued clarification regarding component C of PM**

				KUSUM Scheme. Thereafter, MNRE, vide OM dated 14-02-2024 has issued clarification regarding new comprehensive guideline of PM KUSUM Scheme.
	Objective	10		Please consider A.2. as Objective
	SECTION - C: KEY BID DATA 1.Solar PV Plant technology	16	All components used for installation of solar power plants shall conform to applicable BIS / MNRE specifications and Follow quality control guidelines issued by MNRE date 17.01.2024 It will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with Solar PV modules from ALMM only. Further, the relaxation given by MNRE will be applicable as under: Solar PV cell : Also, as per MNRE OM 32/645/2017-SPV Division dtd.11-09-2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component-C of PM-KUSUM scheme wherein provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.31.03.2024. Solar PV Module and ALMM requirement: The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only. As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by	1. Solar PV Plant technology System specifications and Quality Control as per guideline 17.01.2024 clause no.6.4.6 1) All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells. 2) Further, the balance of system should also be manufactured indigenously. The vendor must declare the list of imported components used in the solarisation system. 3) MNRE will draw up a list of approved models and manufacturers after carrying the quality checks. When such a list is prepared only that equipment shall be allowed which is within the approved list. 4) To ensure the quality, inspection shall be carried out of the solar modules, inverter/controller, MMS, etc., during the installation of system and final commissioning of the system. Officers involved in inspection should be domain experts, properly trained and equipped with necessary tools for inspection. The SIA may engage a third-party inspection agency for this purpose. As per above, it will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only. Further, the following clarifications are issued by MNRE:- Solar PV cell: MNRE, vide Order dated 29-01-2024, has confirmed that the provision of requirement of indigenous solar cells (DCR) under component C (FLS) of the PM KUSUM scheme has already been relaxed till 31.03.2024. Subsequently, MNRE vide OM dated 14-02- 2024 has clarified that the DCR exemption would be valid for all those Letter of Awards which have been issued on or before 31.03.2024. Solar PV Module and ALMM requirement: The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules

			31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM. As per clarification regarding Component C (FLS) of PM KUSUM vide order 32/54/2018-SPV Division-Part (1) date 29.01.2024 However, Order/clarifications issued by MNRE in this regard from time to time will be applicable	having PV Module from ALMM only. As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM, which is being re-imposed with effect from 1st April,2024 vide OM no.283/16/2023-GRID SOLAR, dtd.09-2-24 , subsequently, MNRE, vide OM dtd 15-02-2024, has conveyed that the O.M. of even no. RfS document for feeder level Solarization under PM-KUSUM-Component-C in DGVCL-TN-10 Sign & Seal of SPG Page 15 of 67 dated 9th February, 2024) on the subject issue, is hereby held in abeyance till further orders. However, Order/OM/clarifications issued/ to be issued by MNRE in this regard from time to time shall be applicable.
	SECTION - C: KEY BID DATA 2.Project location & land arrangement	16	Project location: The location of the Solar Power project will be preferably within Five KM radius of the selected sub-stations in order to avoid high cost of evacuation line and losses. Project land: guidelines issued by MNRE date 17.01.2024	Project location: The location of the Solar Power project will be preferably within Five KM radius of the selected sub-stations in order to avoid high cost of evacuation line and losses. Project land: guidelines issued by MNRE date 17.01.2024 It shall be the responsibility of SPG to identify and arrange for required project land on ownership / lease basis. In case of lease land, the minimum period of lease agreement shall be such that it shall cover the 25 years of PPA and DGVCL and/or Govt. assumes no responsibility in procuring / arranging for project land
	SECTION - C: KEY BID DATA 9.Eligible CFA by MNRE	18	Successful bidder shall be eligible to get CFA @ Rs. 1.05 Cr per MW considering capital cost of solar project at Rs. 3.50 Crores per MW (subject to installation & commissioning of project in line with MNRE requirement).	As per the new comprehensive guideline of the MNRE issued vide OM dated 17-01-2024, Following conditions is mentioned related to CFA :- a) Condition no. 6.4.3. (ii) The cost of installation of solar power plant for the purpose of CFA, will be notified
			CFA up to 100% of the total eligible CFA will be released to the project entity through DGVCL on successful operation and performance of solar plant for two months after the commissioning subject to achieving guaranteed CUF agreed in PPA at least for one month CUF as per minimum CUF agreed in PPA, subject to further sanction and release of CFA	by MNRE from time to time. The eligible CFA would be 30% of the cost of installation of the solar power plant of capacity. b) condition no. 6.4.5 (vii) The developer will get CFA @ 30% of the estimated cost of installation of solar power plant Thereafter, MNRE vide Order dtd 29-01-2024, MNRE has clarified that, the

			by MNRE-GoI. The SIA need to submit PCR and other related documents, as prescribed by MNRE 2% of the eligible CFA will be provided as service charges in totality to all the agencies involved in implementation including the designated SIA. Part of service charges (to be decided by MNRE) shall be given to the central agency for centralised tendering. The MNRE will retain 33% of eligible service charges for national wide IEC activities. MNRE may release 50% of eligible service charges for the sanctioned quantities to SIAs after implementation of LOAs for preparatory activities. SPG shall give an undertaking that he shall not sell power to any other party / buyer except the DGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to DGVCL. For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first charge shall be towards recovery of the proportionate CFA granted to the project.	prevailing CFA under KUSUM Component –C FLS, i.e. Rs. 1.05 Cr./MW FOR General state would be valid till any update is announced by MNRE. Subsequently, MNRE vide OM dtd 14-02-2024 it is clarified that CFA of Rs. 1.05 Cr./MW would be valid for all those LOAs, till any further update is announced by MNRE. Bidders are informed to take note of the above new comprehensive guideline and subsequent amendments issued by MNRE for the feeder level solarization under component C of PM KUSUM Scheme while quoting the tariff rate in the bid. The conditions issued by MNRE time to time shall be applicable to the bidder. As per the MNRE Office Memorandum dtd.1-03-2024, Under the RESCO mode, the CFA will be released in three instalments as follows: i. First release of 30% of the eligible CFA shall be released on completion of 30% of the total work. ii. Second release of 30% of the eligible CFA shall be release on completion of 75% of the total work; and iii. Final release of 40% of the eligible CFA shall be released on the successful completion of the project. The detailed milestones to be considered as eligible for release of CFA would be notified by the MNRE separately. Further, Final instalment of 40% as per para ii. above shall be released through DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE.

	SECTION - C: KEY BID DATA 13. Performance Bank Guarantee (PBG) against commissioning	19	The PBG will be returned to the SPG after successful commissioning of solar power plant within scheduled commercial operation date. The PBG shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project.	The PBG will be returned to the SPG after successful commissioning of solar power plant within scheduled commercial operation date. The PBG shall be valid from the date of issue until 4 months beyond scheduled commercial operation date. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 4 months after date of commissioning of project.
	SECTION - C: KEY BID DATA 15.Schedule Commercial Operation date	19	Within 12 months from date of issue LoA	The maximum timeline allowed for commissioning of solar power plant by RESCO Developer is 18 months from date of issuance of LoA. However, As per the MNRE Office Memorandum dtd.1-3-2024, the overall sanction timeline would be as per clause 6.5(i) of scheme guidelines issued by the MNRE on dtd.17-01-2024. Clause 6.5(i) of MNRE order 17-1-2024: Projects for installation of solar agriculture pumps and feeder level solarization under Component C shall be completed within 24 months from the date of sanction by MNRE.
	SECTION F: SCOPE OF WORK F.1. Role, Responsibility and Scope of Work of the successful bidder,	26	All components used for installation of solar power plants shall conform to applicable BIS / MNRE specifications and Follow quality control guidelines issued by MNRE date 17.01.2024 It will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with Solar PV modules from ALMM only. Further, the relaxation given by MNRE will be applicable as under: Solar PV cell : Also, as per MNRE OM 32/645/2017-SPV Division dtd.11-09- 2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component- C of PM-KUSUM scheme wherein	<u>k. System specifications and Quality Control</u> 1) All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells. 2) Further, the balance of system should also be manufactured indigenously. The vendor must declare the list of imported components used in the solarisation system. 3) MNRE will draw up a list of approved models and manufacturers after carrying the quality checks. When such a list is prepared only that equipment shall be allowed which is within the approved list.

			provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.31.03.2024. Solar PV Module and ALMM requirement: The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only. As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM. As per clarification regarding Component C (FLS) of PM KUSUM vide order 32/54/2018-SPV Division-Part (1) date 29.01.2024 However, Order/clarifications issued by MNRE in this regard from time to time will be applicable	4) To ensure the quality, inspection shall be carried out of the solar modules, inverter/controller, MMS, etc., during the installation of system and final commissioning of the system. Officers involved in inspection should be domain experts, properly trained and equipped with necessary tools for inspection. The SIA may engage a third-party inspection agency for this purpose. As per above, it will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only. Further, the following clarifications are issued by MNRE:- Solar PV cell: MNRE, vide Order dated 29-01-2024, has confirmed that the provision of requirement of indigenous solar cells (DCR) under component C (FLS) of the PM KUSUM scheme has already been relaxed till 31.03.2024. Subsequently, MNRE vide OM dated 14-02-2024 has clarified that the DCR exemption would be valid for all those Letter of Awards which have been issued on or before 31.03.2024. Solar PV Module and ALMM requirement: The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only. As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM, which is being re-imposed with effect from 1st April,2024 vide OM no.283/16/2023-GRID SOLAR, dtd.09-2-24 , subsequently, MNRE, vide OM dtd 15-02-2024, has conveyed that the O.M. of even no. dated 9th February, 2024) on the subject issue, is hereby held in

				abeyance till further orders. However, Order/OM/clarifications issued/ to be issued by MNRE in this regard from time to time shall be applicable. An undertaking in this regard is required to be submitted by the SPG complying that only domestically manufactured Solar modules are used in the project.
	F.6. Commissioning Period	28	6.1.1. The design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS is to be completed within 12 (Twelve) months from date Issuance of Letter of Acceptance(LoA)	6.1.1. The design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS is to be completed within 18 (Eighteen) months from date Issuance of Letter of Acceptance(LoA) However, As per the MNRE Office Memorandum dtd.1-3-2024, the overall sanction timeline would be as per clause 6.5(i) of scheme guidelines issued by the MNRE on dtd.17-01-2024. Clause 6.5(i) of MNRE order 17-1-2024: Projects for installation of solar agriculture pumps and feeder level solarization under Component C shall be completed within 24 months from the date of sanction by MNRE.
	F.7. Delay in commissioning	28	7.1.2. In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 12 months from the date of signing of PPA, DGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner: Delay up to two months: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30. In case the commissioning of the solar power plant is delayed beyond two months: The complete PBG amount shall be encashed. In case of delays of plant commissioning due to force majeure events as specified in the PPA, Procurer / DGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose in regard to force majeure	7.1.2. In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 18 months from the date of issuancebof LOA DGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner: Delay up to two months: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30. In case the commissioning of the solar power plant is delayed beyond two months: The complete PBG amount shall be encashed. In case of delays of plant commissioning due to force majeure events as specified in the PPA, Procurer / DGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose in regard to force majeure

			events, can extend the time in writing for commissioning date without any financial implications to the SPG.	events, can extend the time in writing for commissioning date without any financial implications to the SPG.
	Section G ELIGIBILITY AND QUALIFICATION OF BIDDERS	31		(C) Relationship with employee of DGVCL/GUVNL :-"Every bidder should, at the time of submission of bid, give a declaration as under. "If in any Bidder Company/ firm, the interest (i.e. Shareholding in company and share in partnership firm) of any employee of the tendering Company or his/ her relative as defined in Section 2(77) of the Company's Act. 2013 is 10% or more, the tendering Company will not deal with such Company/ Firm at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Nondisclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering Company." The Bidder shall require to give declaration in Form-11.
	G.3 Document requirement 1.3 company(Public/Private Limited)	32	(a) Copy of Registration / Incorporation Certificate (b) PAN card (c) Details of Directors of Company as on date of submission of bid duly certified by practicing Company Secretary (d) Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN) along with by Annual Accounts of FY 2022-23 (as per Form-5)	(a) Copy of Registration / Incorporation Certificate (b) PAN card (c) Details of Directors of Company as on date of submission of bid duly certified by practicing Company Secretary (d) Chartered Accountant Certificate in support of positive Net worth (duly mentioning UDIN) along with by Annual Accounts of FY 2022-23/ FY 2023-24 (up to DEC-23) (as per Form-5)
	G.4. Other Document / information to be submitted in the prescribed format:	33		Form-9 Relationship with employee of DGVCL/GUVNL Upload the scanned copy of the applicable document/s duly signed by authorized person
	SECTION J AWARD OF CONTRACT J.3	47	3.1.1. The successful bidder shall be required to furnish Performance Bank Guarantee of 5 lakhs per MW basis within 7 days from the date of issue of Letter of Award. The Performance bank guarantee shall be returned after 2 months of commissioning of the project. The PBG shall be initially valid from the date of issue until 2 months beyond scheduled commercial operation date. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project	3.1.1. The successful bidder shall be required to furnish Performance Bank Guarantee of 5 lakhs per MW basis within 15 days from the date of issue of Letter of Award. The Performance bank guarantee shall be returned after 2 months of commissioning of the project. The PBG shall be initially valid from the date of issue until 4 months beyond scheduled commercial operation date. It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 4 months after date of commissioning of project

	SECTION J AWARD OF CONTRACT J.5 Signing of PPA	48	5.1.2. Power Purchase Agreement (PPA) as per the enclosed format of PPA in Annexure-2 on a non-judicial stamp of Gujarat State of value worth Rs. 300/- shall be signed within 15 days from the date of issuance of LOA by DGVCL with the SPG subject to submission of PBG. The PPA shall be valid for a period of 25 years from COD as per provisions of PPA. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPG and DGVCL.	5.1.2. Power Purchase Agreement (PPA) as per the enclosed format of PPA in Annexure-2 on a non-judicial stamp of Gujarat State of value worth Rs. 300/- shall be signed within 30 days from the date of issuance of LOA by DGVCL with the SPG subject to submission of PBG. The PPA shall be valid for a period of 25 years from COD as per provisions of PPA. Any extension of the PPA period beyond 25 years shall be through mutual agreement between the SPG and DGVCL.
	Form -2 Summary Details of Bidder	56		sr.no.10 Reverse auction ID :
	Form -9 EMD Bank Guarantee Format	68	WHEREAS M/s. _____ _____ (name & address of the Firm) having their registered office at _____ _____ (address of the firms Registered Office) (hereinafter called the 'RFS Documenter') wish to participate in the RFS Document No. _____ _____ for_____ _____ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for _____ Dakshin Gujarat Vij Company Ltd and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs._____ (amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be 6 (SIX) months from the schedule date of opening of the RFS Document. be submitted by the RFS Documenter along with the RFS Document.	WHEREAS M/s. _____ _____ (name & address of the Firm) having their registered office at _____ _____ (address of the firms Registered Office) (hereinafter called the 'RFS Documenter') wish to participate in the RFS Document No. _____ _____ for_____ _____ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for _____ Dakshin Gujarat Vij Company Ltd and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs._____ (amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be 12 (Twelve) months from the schedule date of opening of the RFS Document. be submitted by the RFS Documenter along with the RFS Document.
	Form-10: Performance Bank Guarantee Format	71	.....(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to DGVCL up to Rs. _____ (_____ __ rupees only) until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA) between SPG and DGVCL i.e., upto and inclusive of .....(dd/mm/yy).	.....(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to DGVCL up to Rs. _____ (_____ __ rupees only) until 2 months (i.e. sixty (60) days) beyond the 18 months from the date of issuance of LOA by DGVCL i.e., upto and inclusive of.....(dd/mm/yy).
	Form-10:	71	This letter of Guarantee shall remain	This letter of Guarantee shall remain

	Performance Bank Guarantee Format		in full force and shall be valid from the date of issue until 2 months (i.e. sixty (60) days) beyond scheduled commercial operation date (SCOD). It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 2 months after date of commissioning of project	in full force and shall be valid from the date of issue until 4 months beyond scheduled commercial operation date (SCOD). It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 4 months after date of commissioning of project
	Form-11 DECLARATION of Relatives Employee			Form-11 DECLARATION of Relatives Employee
	PPA WHEREAS A.	2	A. The Ministry of New and Renewable Energy [MNRE] has notified a guidelines for feeder level solarization under Component C of PM KUSUM Scheme on 17th Jan 2024	The Ministry of New and Renewable Energy [MNRE] has notified a new Comprehensive guideline for implementation of PM-KUSUM Scheme including feeder level solarization under Component C on 17-1-2024 and has issued subsequent Order dated 29-01-2024 and OM dated 14-02-2024.
	PPA ARTICLE 1: DEFINITIONS AND INTERPRETATION "Scheduled Commissioning Date" or "SCD" of the Project	8	Shall mean the date after Twelve (12) months from date of issuance of Letter of Award (LoA) by DGVCL	Shall mean the date after Eighteen (18) months from date of issuance of Letter of Award (LoA) by DGVCL
	PPA ARTICLE 2: 2.5 Performance Bank Guarantee (PBG)	11	2.5.3 The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60)days) beyond the 12 months from the date of issuance of LOA.	2.5.3 The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 18 months from the date of issuance of Letter of Award (LoA).
	PPA ARTICLE 2: 2.5 Performance Bank Guarantee (PBG)	11	2.5.5 "CFA up to 100% of the total eligible CFA will be released to the RESCO developer through DGVCL on successful operation and performance of solar plant for two months after the commissioning with at least one month CUF as per minimum CUF agreed in PPA, as per MNRE's sanction for the CFA, subject to release of the same by MNRE-GoI"	2.5.5 As per the MNRE Office Memorandum dtd.1-03-2024, Under the RESCO mode, the CFA will be released in three instalments as follows: i. First release of 30% of the eligible CFA shall be released on completion of 30% of the total work. ii. Second release of 30% of the eligible CFA shall be release on completion of 75% of the total work; and iii. Final release of 40% of the eligible CFA shall be released on the successful completion of the project. The detailed milestones to be considered as eligible for release of

				CFA would be notified by the MNRE separately. Further, Final instalment of 40% as per para ii. above shall be released through DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE, Subject to release of the same by MNRE-GoI.
	PPA ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT 4.1.1.J	13	j) The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only. All components used for installation of solar power plants shall conform to applicable BIS /MNRE specifications and follow quality control guidelines issued by MNRE Date17.01.2024. It will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only. Further, the relaxation given by MNRE will be applicable as under: Solar PV cell : Also, as per MNRE OM 32/645/2017-SPV Division dtd.11-09-2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component-C of PM-KUSUM scheme wherein provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.31.03.2024.	j) The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only. However, as per recent amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR, Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019 it is to consider that ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM, , which is being re-imposed with effect from 1st April,2024 vide OM no.283/16/2023-GRID SOLAR, dtd.09-2-24 , subsequently, MNRE, vide OM dtd 15-02-2024, has conveyed that the O.M. of even no. dated 9th February, 2024) on the subject issue, is hereby held in abeyance till further orders. However, Order/OM/clarifications issued/ to be issued by MNRE in this regard from time to time shall be applicable.
			Solar PV Module and ALMM requirement: The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only. As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID	

			SOLAR,Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, ALMM order is held in abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM. As per clarification regarding Component C (FLS) of PM KUSUM vide order 32/54/2018- PV Division-Part (1) date 29.01.2024 However, Order/clarifications issued by MNRE in this regard from time to time will be applicable	
	PPA ARTICLE 4: 4.6 System Specifications and Quality Control 4.6.1	16	4.6.1 All components used for installation of solar power plants shall conform to applicable BIS /MNRE specifications and follow quality control guidelines issued by MNRE Date17.01.2024. It will be mandatory to use domestically manufactured Solar PV cell, domestically manufactured solar PV modules with solar PV modules from ALMM only. Further, the relaxation given by MNRE will be applicable as under: Solar PV cell : Also, as per MNRE OM 32/645/2017-SPV Division dtd.11-09-2023, MNRE has issued extension of waiver of domestic content requirement (DCR) for solar cells under component-C of PM-KUSUM scheme wherein provision of requirement of indigenous solar cells (DCR) under component C(FLS) of the PM KUSUM scheme has been relaxed for projects awarded on or before dated.31.03.2024. Solar PV Module and ALMM requirement: The technology adopted by SPG shall be in accordance with MNRE's Approved Models and Manufacturers of Solar PV Modules having PV Module from ALMM only. As per amendment by MNRE vide Office Memorandum No: 283/16/2023-GRID SOLAR,Dtd.10.03.2023 (Requirements for Compulsory Registration) Order, 2019, ALMM order is held in	4.6.1 All components used for installation of solar power plants shall confirm to applicable BIS/MNRE specifications and follow quality control guidelines issued by MNRE. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells.

			abeyance for one financial year, i.e. FY 2023-24. Thus Projects commissioned by 31.03.2024 will be exempted from the requirement of procuring Solar PV modules from ALMM. As per clarification regarding Component C (FLS) of PM KUSUM vide order 32/54/2018- PV Division-Part (1) date 29.01.2024	
	ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION 5.1 Synchronization, Commissioning and Commercial Operation	**19**	The SPG shall commission the Project within 12 months from date of issuance of Letter of Award(LoA).Declaration of COD shall be certified by the commissioning committee.	The SPG shall commission the Project within 18months from date of issuance of Letter of Award(LoA).Declaration of COD shall be certified by the commissioning committee.
	ARTICLE 10: BILLING AND PAYMENT 10.1.7 Late Payment Surcharge	**25**	(6) The Late Payment Surcharge shall be governed as per the provisions of Electricity (Late Payment Surcharge) Rules, 2021 issued by Ministry of Power, Government of India vide notification dated 22.02.2021 and subsequent amendments or replacements thereof issued from time to time.	(6)The parties acknowledge and accept the Electricity (Late Payment Surcharge and related matter) Rules, 2022 as amended or modified from time to time notified by the Central Government shall apply and govern the terms and conditions of this agreement in regard to matters contained in the said rules. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this Agreement which are inconsistent or contrary to the provisions of the Rules.

Existing terms Page no.28:F.8 Project milestones and timeline

S.No.	Milestone	Timeline
1	Issuance of Letter of Intent (LoI) to the successful bidders - SPG	T1
2	Unconditional acceptance of LoI by successful Bidder	T1 + 7 days
Petition will be filed by DGVCL before GERC for adoption of tariff discovered under e-reverse bidding process		
3	Issuance of Letter of Award (LOA)to the successful bidder after adoption of tariff by GERC	T2

4	Unconditional acceptance of Letter of Award (LOA) by successful Bidder and submission of Performance Bank Guarantee	T2 + 7 days
5	Signing of PPA between selected bidder (SPG) and DGVCL	T3 =T2+15Days
6	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation along with Submission of the final land documents for the entire required land duly registered by appropriate revenue authority	T2 +12months
7	Operation and maintenance of power plant and associated 11kV line	25 years from COD

Amended terms Pageno.28:F.8 Project milestones and timeline

S. No.	Milestone	Timeline
1	Issuance of Letter of Intent(LoI) to the successful bidders-SPG	T1
2	Unconditional acceptance of LoI by successful Bidder	T1+7days
	Petition will be filed by DGVCL before GERC for adoption of tariff discovered under e-Reverse bidding process	
3	**Issuance of Letter of Award(LOA)to the successful bidder after adoption of tariff by GERC**	**T2**
4	Unconditional acceptance of Letter of Award(LOA) by successful Bidder	T2+7 days
5	Submission of Performance Bank Guarantee by successful Bidder	T2+15 days
6	Signing of PPA between selected bidder(SPG)and DGVCL	T2+30Days
7	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation along with Submission of the final land documents for the entire required land duly registered by Appropriate revenue authority	**T2 + 18 Months**
8	Operation and maintenance of power plant and associated 11kV line	25yearsfromCOD (unless extended by both the parties on mutual agreement)

Form-2 Summary **Details of Bidder**

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

In Response to NIT No:	DGVCL/C&R/DSM/PM-KUSUM-C-FLS/TN-03

S. No.	Information:	Details:
1.	Name of Bidder:	
2.	Bidding entity:	(JV/Sole Bidder)
3.	JV partners: *(Not applicable for Sole Bidder)*	1. Lead Member: 2. Other Partner:
4.	Registration status:	(Company/LLP/Partnership/Sole Proprietor)
5.	Registration Number:	
6.	GST Registration Number:	
7.	PAN No:	
8.	Key Contact details:	Name: Email id: Mobile no.:
9.	Registered office details:	Address: Phone no.: Email ids:
10.	Reverse auction ID :	
11.	Other Branch offices in India:	
	(i)	Address: Phone no.: Email ids:
	(ii)	Address: Phone no.: Email ids:
12.	Details of firm's Directors:	
	(i)*<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(ii)*<Name of director>*	Designation: Address: Mobile Number: Email ID:
	(iii)*<Name of director>*	Designation: Address: Mobile Number: Email ID:

	(iv)<*Name of director*>	Designation: Address: Mobile Number: Email ID:

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

Designation:

Date:

Place:

FROM-9 EMD **Bank Guarantee** Format

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

For RFS No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/TN-03. **Plant No:** _____

WHEREAS M/s. _____ (name & address of the Firm) having their registered office at _____ (address of the firms Registered Office) (hereinafter called the 'RFS Documenter') wish to participate in the RFS Document No. _____
for _____ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for _____ Dakshin Gujarat Vij Company Ltd and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs._____ (amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be **12 (Twelve)**months from the schedule date of opening of the RFS Document. **be submitted by the RFS Documenter along with the RFS Document.**

We, _____ (name of the Bank and address of the Branch giving the Bank Guarantee) having our Registered Office at _____ (address of Bank's Registered Office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Dakshin Gujarat Vij Company Ltd or any Officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of E.M.D.), (Rupees _____ _____ (in words) to the said Dakshin Gujarat Vij Company Ltd on behalf of the RFS Documenter.

We _____ (name of the Bank) also agree that withdrawal of the RFS Document or part thereof by the RFS Documenter within its validity or Non-submission of Security Deposit by the RFS Documenter within one month from the date RFS Document or a part thereof has been accepted by the Dakshin Gujarat Vij Company Ltd would constitute a default on the part of the RFS Documenter and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the RFS Documenter and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of RFS Documenter Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the RFS Documenter and the DGVCL.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. DGVCL/GUVNL 's Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of

beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ ***(Date of validity of the Guarantee)***, all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:
Date:

Please Mention here Complete Postal Signature of the Bank's Address of the Bank with Branch Code,
Authorized Signatory
Telephone and Fax Nos.
Official Round Seal.

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

Form-10: **Performance Bank GuaranteeFormat**

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

Bank Guarantee No.....

Date.....

Contract No.....

Contract for **purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**. Under NIT No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/TN-03

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

Dear Sir,

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

"DGVCL"),having its Registered Officeat**"UrjaSadan",Kapodra Char Rasta, Nanavarachha road, SURAT-395006, (Gujarat)**,to M/s.....*(NameofSPG)* ..... ,having its Principal
Place of business at.....*(Address of Contractor)*.....and Registered Office at.....*(Registered address of Contractor)*.....("SPG") concerning **"purchase of power from solar power projects through competitive bidding process (followed by reverse e-auction) for Solarization of 11 KV Agricultural feeders emanating from selected 66 / 11 KV Sub-stations in the supply area of DGVCL under PM-KUSUM Scheme Feeder level Solarization through RESCO Mode**. under NIT No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/TN-O3 on RESCO model, and the LOA having been accepted by the SPG vide <.....*Insert Letter No....>*, resulting in Letter of Award to be issued vide<.....*Insert Workorder No....> dated* .....

By this letter we, the undersigned,.....*(insert name & address of the issuing bank)* ,a
Bank (which expression shall include its successors, administrators, executors and assigns)organized under the laws of ..... and having its Registered/Head Office at
.....*(insert address of registered office of the bank)*.....do hereby irrevocably

guarantee payment to DGVCL up to **Rs.** _____ (_____ **rupees only**) until 2 months (i.e. sixty (60) days) beyond the 18 months from the date of issuance of LOA by DGVCL i.e., up to and inclusive of..... *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by DGVCL duly authorized officer or the authorized officer of DGVCL declaring the SPG to be in default under the Contract and without civil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the SPG to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to DGVCL whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment isl awfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 4 months (i.e. sixty (60) days) beyond scheduled commercial operation date (SCOD). It shall be responsibility of selected bidder to get the PBG extended, if required, such that it is valid till 4 months after date of commissioning of project

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to DGVCL shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

All disputes arising under the said Guarantee between the Bank and DGVCL or between the SPG and DGVCL pertaining to the Guarantee shall be subject to the jurisdiction of courts only at Surat in Gujarat alone.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the SPG, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law shall operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[*Signature of the authorized signatory(ies)*]

Signature_____ Name_____ Designation__
_____

Contact Number(s):Tel._____Mobile_____ Fax Number_
email_____
Common Seal of the Bank_____

Witness:

*Signature*_____

Name_____
Address_____
Contact Number(s):Tel._____Mobile_____ email_____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and shall invariably be witnessed.
3. The Bank Guarantee shall be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*

Form-11 **DECLARATION** of Relatives Employee
(To be submitted in 'on-line' mode by bidder and JV Both)

Relationship with employee of **DGVCL** :-"Every bidder should, at the time of submission of bid, give a declaration as under. "If in any Bidder Company/ firm, the interest (i.e. Shareholding in company and share in partnership firm) of any employee of the tendering Company or his/ her relative as defined in Section 2(77) of the Company's Act. 2013 is 10% or more, the tendering Company will not deal with such Company/ Firm at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Nondisclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering Company

DECLARATION of Relatives Employee

1) This is to declare that Mr. / Ms. _____ is the employee of GUVNL / DGVCL and is working at _____ office ,_____ (place), who is related to our firm and his/her interest or his/ her relative's the interest (i.e. Shareholding in company and share in partnership firm) as defined in Section 2(77) of the Company's Act. 2013 is 10% or more

OR

2) This is to declare that none of the Proprietors / Partners / Directors is having any relatives employed or working with GUVNL / DGVCL at any of its offices or its administrative Department i.e. Energy & Petrochemicals Dept., Govt. of Gujarat.

Strikeout the non-applicable criteria from above either 1) or 2)

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

Designation:

Date:

Place:

Other terms and conditions of RFS will remain unchanged.

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

Amendment No-3

Date:

RFS No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03Dtd.01.03.2024

The REVISED Schedule dates are amended as under: -

1	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	Date:02.05.2024 Up to 18.00 hours
2	Date of opening of Tender Fee, EMD on-line	Date: 03.05.2024 at 11.00 hours
3	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days of the on-line bid opening date of Tender Fee & EMD stage. (On working days, During office hours)
4	Date of opening of Technical offer on-line (If possible)	Date: 09.05.2024 at 11.00 hours
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date: 13.05.2024 at 11.00 hours
6	Reverse e-auction	Date of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal, if required for the respective Solar plants.

Other terms and conditions of RFS will remain unchanged.

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

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Amendment No-4

Date:

RFS No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03 Dtd.01.03.2024

The REVISED Schedule dates are amended as under: -

1	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	Date:16.05.2024 Up to 18.00 hours
2	Date of opening of Tender Fee, EMD on-line	Date: 17.05.2024 at 11.00 hours
3	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days of the on-line bid opening date of Tender Fee & EMD stage. (On working days, During office hours)
4	Date of opening of Technical offer on-line (If possible)	Date: 22.05.2024 at 11.00 hours
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date: 27.05.2024 at 11.00 hours
6	Reverse e-auction	Date of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal, if required for the respective Solar plants.

Sr. No	Clause/ Para No.	page no.Rfs document /PPA	Existing terms	Amended terms
1	SECTION - C: KEY BID DATA 9.Eligible CFA by MNRE Amendment no.02 page no.4	18	As per the new comprehensive guideline of the MNRE issued vide OM dated 17-01-2024, Following conditions is mentioned related to CFA :- a) Condition no. 6.4.3. (II) The cost of installation of solar power plant for the purpose of CFA, will be notified by MNRE from time to time. The eligible CFA would be 30% of the cost of installation of the solar power plant of capacity. b) condition no. 6.4.5 (vii) The developer will get CFA @ 30% of the estimated cost of installation of solar power plant Thereafter, MNRE vide Order dtd 29-01-2024, MNRE has clarified that, the prevailing CFA under KUSUM Component –C FLS, i.e. Rs. 1.05 Cr./MW FOR General state would be valid till any update is announced by MNRE. Subsequently, MNRE vide OM dtd 14-02-2024 it is clarified that CFA of	Eligible CFA by MNRE : Successful bidder shall be eligible to get CFA @ 30% of the estimated cost of installation of solar power plant (subject to installation & commissioning of project in line with MNRE requirement). The cost of installation of solar power plant for the purpose of CFA, will be notified by MNRE from time to time. However, as per MNRE O.M. dated.29-01-2024, Prevailing CFA under this component, i.e. Rs. 1.05 Cr/MW (30% of estimated capital cost of Rs. 3.5 Cr / MW) would be valid till any update is announced by MNRE. Further, as per MNRE OM

			Rs. 1.05 Cr./MW would be valid for all those LOAs, till any further update is announced by MNRE. Bidders are informed to take note of the above new comprehensive guideline and subsequent amendments issued by MNRE for the feeder level solarization under component C of PM KUSUM Scheme while quoting the tariff rate in the bid. The conditions issued by MNRE time to time shall be applicable to the bidder. As per the MNRE Office Memorandum dtd.1-03-2024, Under the RESCO mode, the CFA will be released in three instalments as follows: i. First release of 30% of the eligible CFA shall be released on completion of 30% of the total work. ii. Second release of 30% of the eligible CFA shall be release on completion of 75% of the total work; and iii. Final release of 40% of the eligible CFA shall be released on the successful completion of the project. The detailed milestones to be considered as eligible for release of CFA would be notified by the MNRE separately. Further, Final instalment of 40% as per para ii. above shall be released through DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE.	and Order dtd.14-2-24, CFA of Rs.1.05 Cr/MW (30% of estimated capital cost of Rs. 3.5 Cr / MW) would be valid for all those LoAs, till any further update is announced by the MNRE. As per the MNRE Office Memorandum dtd.01-03-2024, Under the RESCO mode, the CFA will be released in three instalments as follows: i. First release of 30% of the eligible CFA shall be released on completion of 30% of the total work. ii. Second release of 30% of the eligible CFA shall be release on completion of 75% of the total work; and iii. Final release of 40% of the eligible CFA shall be released on the successful completion of the project. Further, Final instalment of 40% as perpara iii. above shall be released through DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE. Now, vide OM 32/54/2018-SPV Division – Part (2) dtd 5.4.2024, MNRE have notified the detailed milestones for release of CFA under component C (FLS) of Pradhan Mantri Kisan Urja Suraksha evam Utthan Mahabhiyan (PM KUSUM) , which is as under

				30 % of CFA as First Instalment: • Milestone Achieved : 30% of work • Activities to be completed by the project Developer : i) Letter of Award and signing of PPA by Project Developer with respective DISCOM ii) Signing of EPC contract and releasing of advance to EPC contractor iii) Encumbrance free land available for project with either copy of land record with developer ownership or copy of lease agreement iv) Bay allocation letter received from DISCOM v) ESCROW agreement, if financial assistance is obtained from FI/Banks. vi) GST invoices of solar module inverters and transformer. vii) Financial closure of the project viii) 50% completion of preliminary civil work including foundation for module mounting structure etc. • Release Mechanism : The 30% CFA would be release to DISCOMs on submission of documents duly verified and signed by DISCOMs The DISCOM shall transfer the CFA to the RPG/ Developer. **30% of CFA as Second Instalment:** • Milestone Achieved : 75% of work • Activities to be completed by the

				project Developer : i) Completion of preliminary civil work including foundation for module mounting structure etc. ii) Receipt of Solar PV Module and solar inverters, at the project site. iii) 75% completion of installation work of solar PV modules. • Release Mechanism : The Second Instalment would be released to the DISCOM The DISCOM would transfer the funds to lender/financier in case the project is under financing, otherwise release to RPG/ Developer. **40% of CFA Final Instalment:** • Milestone Achieved: 100% of work • Activities to be completed by the project Developer: i) Instalment of 25% shall be release through DISCOM on completion of the plant commissioning. ii) 15% on successful performance of the solar plants for two months after the commissioning, with achievement of at least one month CUF as per the minimum CUF. agreed in PPA. • Release Mechanism: The Final Instalment would be released to the DISCOM. The DISCOM would transfer the funds to lender/ Financier in case the project is under financing, otherwise release to RPG/ Developer.

				SPG shall give an undertaking that he shall not sell power to any other party / buyer except the DGVCL during the tenure of PPA. At any point of time during the tenure of PPA, if it is found that the SPG has sold power produced from the solar plant to other party / buyer, strict legal action will be initiated against such SPG, including stop deal or black list from Participation in future tender of MNRE in Gujarat and the SPG shall require to refund the proportionate CFA granted for the project by MNRE to DGVCL. For the recovery of Proportionate CFA in case of default, the disbursed CFA will be divided by 25 years to arrive at CFA per year and the CFA shall be recovered for the balance period of PPA upon noticing the default. The recovery of the proportionate CFA will be made through the payments of invoices or through remedies taken in accordance with applicable laws. In case of any liquidation of assets of the solar power plants prior to completion of PPA period the first
2	SECTION - C: KEY BID DATA 15.Schedule Commercial Operation date Amendment-02 page no.06	19	The maximum timeline allowed for commissioning of solar power plant by RESCO Developer is 18 months from date of issuance of LoA. However, As per the MNRE Office Memorandum dtd.1-3-2024, the overall sanction timeline would be as per clause 6.5(i) of scheme guidelines issued by the MNRE on dtd.17-01-2024.	The maximum timeline allowed for commissioning of solar power plant by RESCO Developer is 12 months from date of issuance of LoA OR dtd.19-12-2025, whichever is earlier. However, if the available period. between the date of LoA and dt.19-12-2025 is less than 12

			Clause 6.5(i) of MNRE order 17-1-2024: Projects for installation of solar agriculture pumps and feeder level solarization under Component C shall be completed within 24 months from the date of sanction by MNRE.	months, the bidder has the option to withdraw their bid without any implications on either side.
	F.6. Commissioning Period Amendment no.2 page no.08	28	6.1.1. The design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS is to be completed within 18 (Eighteen) months from date Issuance of Letter of Acceptance(LoA) However, As per the MNRE Office Memorandum dtd.1-3-2024, the overall sanction timeline would be as per clause 6.5(i) of scheme guidelines issued by the MNRE on dtd.17-01-2024. Clause 6.5(i) of MNRE order 17-1-2024: Projects for installation of solar agriculture pumps and feeder level solarization under Component C shall be completed within 24 months from the date of sanction by MNRE.	6.1.1 The Project (design, survey, supply, installation, testing and commissioning of solar power plant with associated 11 kV line connecting the solar power plant with concerned substation and RMS of solar power plant as per terms & conditions of this RfS) is required to be completed within 12 (Twelve) months from date of issuance of Letter of Award (LoA OR dtd.19-12-2025, whichever is earlier. "However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side."
	F.7. Delay in commissioning Amendment no.2 page no.08	28	7.1.2. In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 18 months from the date of issuancebof LOA DGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner: Delay up to two months: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30. In case the commissioning of the solar power plant is delayed beyond two months: The complete PBG amount shall be encashed.	7.1.2. In case any SPG fails to achieve the commercial operation of the project by Schedule Commercial Operation Date which shall not be later than 12 months from the date of issuance of LOA, DGVCL shall encash the Performance Bank Guarantee (PBG) as liquidated damages (LD) in the following manner: Delay up to two months: LD equal to the PBG on per day basis. The no. of days in "month" for the LD calculation shall be considered as 30. In case the commissioning of the solarpower plant is delayed beyond two months: The complete PBG amount shall be encashed.

			In case of delays of plant commissioning due to force majeure events as specified in the PPA, Procurer / DGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose in regard to force majeure events, can extend the time in writing for commissioning date without any financial implications to the SPG.	In case of delays of plant commissioning due to force majeure events as specified in the PPA, Procurer / DGVCL after having been satisfied with documentary evidences produced by the SPG for the purpose in regard to force majeure events, can extend the time in writing for commissioning date without any financial implications to the SPG OR dtd.19-12-2025 whichever is earlier. "However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side."
	Form-10: Performance Bank Guarantee Format	71	.....(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to DGVCL up to Rs. _____ (_____ rupees only) until 2 months (i.e. sixty (60) days) beyond the 9 months from the date of signing of Power Purchase Agreement (PPA) between SPG and DGVCL i.e., upto and inclusive of .....(dd/mm/yy).	.....(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to DGVCL up to Rs. _____ (_____ rupees only) until 2 months (i.e. sixty (60) days) beyond the 12 months from the date of issuance of LOA by DGVCL i.e., upto and inclusive of.....(dd/mm/yy).
	PPA ARTICLE 1: DEFINITIONS AND INTERPRETATION "Scheduled Commissioning Date" or "SCD" of the Project Amendment no.2 page no.11	PPA Page no.8	Shall mean the date after Eighteen (18) months from date of issuance of Letter of Award (LoA) by DGVCL	"Scheduled Commissioning Date" or"SCD" of the Project : Shall mean the date that is Twelve (12) months from date of issuance of Letter of Award (LoA) by DGVCL OR dtd.19-12-2025,whichever is earlier. "However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side."
	PPA ARTICLE 2: 2.5 Performance Bank Guarantee (PBG)	PPA Page no.11	2.5.3 The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 18 months from the date of issuance of Letter of Award (LoA).	2.5.3 The PBG shall be initially valid from the date of issue until 2 months (i.e. sixty (60) days) beyond the 12 months from the date of issuance of Letter of Award (LoA).

	Amendment no.2 page no.11			
	PPA ARTICLE 2: 2.5 Performance Bank Guarantee (PBG) Amendment 2 page no.11	PPA page no.11	2.5.5 As per the MNRE Office Memorandum dtd.1-03-2024, Under the RESCO mode, the CFA will be released in three instalments as follows: i. First release of 30% of the eligible CFA shall be released on completion of 30% of the total work. ii. Second release of 30% of the eligible CFA shall be release on completion of 75% of the total work; and iii. Final release of 40% of the eligible CFA shall be released on the successful completion of the project. The detailed milestones to be considered as eligible for release of CFA would be notified by the MNRE separately. Further, Final instalment of 40% as per para ii. above shall be released through DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE Subject to release of the same by MNRE-GoI.	2.5.5 As per the MNRE Office Memorandum dtd.01-03-2024, Under the RESCO mode, the CFA will be released in three instalments as follows: i. First release of 30% of the eligible CFA shall be released on completion of 30% of the total work. ii. Second release of 30% of the eligible CFA shall be release on completion of 75% of the total work; and iii. Final release of 40% of the eligible shall be released on the successful completion of the project. Further, Final instalment of 40% as perpara iii. above shall be releasedthrough DISCOM on successful operation and performance of the solar plant for six months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. The SIA need to submit PCR and other related documents, as prescribed by MNRE, Subject to release of the same by MNRE-GoI. Now, vide OM 32/54/2018-SPV Division –Part (2) dtd 05.04.2024, MNRE have notified the detailed milestones forrelease of CFA under component C (FLS) of Pradhan Mantri Kisan Urja Surakshaevam Utthan Mahabhiyan (PM KUSUM) ,which is as under; 30 % of CFA as First Instalment: · Milestone Achieved : 30% of work · Activities to be completed by the project Developer :

				i) Letter of Award and signing of PPA by Project Developer with respective DISCOM ii) Signing of EPC contract and releasing of advance to EPC contractor iii) Encumbrance free land available for project with either copy of land record with developer ownership or copy of lease agreement iv) Bay allocation letter received fromDISCOM v) ESCROW agreement, if financial assistance is obtained from FI/Banks. vi) GST invoices of solar module inverters and transformer. vii) Financial closure of the project viii) 50% completion of preliminary civil work including foundation for module mounting structure etc. · Release Mechanism : The 30% CFA would be release to DISCOMs on submission of documents duly verified and signed by DISCOMs The DISCOM shall transfer the CFA to the RPG/ Developer. 30% of CFA as Second Instalment: · Milestone Achieved : 75% of work · Activities to be completed by the project Developer : i) Completion of preliminary civil work including foundation for module mounting structure etc. ii) Receipt of Solar PV Module and solar inverters, at the project site. iii) 75% completion of installation work of solar PV modules.

				· Release Mechanism : The Second Instalment would be released to the DISCOM The DISCOM would transfer the funds to lender/financier in case the project is under financing, otherwise release to RPG/ Developer. 40% of CFA Final Instalment · Milestone Achieved: 100% of work · Activities to be completed by the project Developer: i) Instalment of 25% shall be release through DISCOM on completion of the plant commissioning. ii) 15% on successful performance of the solar plants for two months after the commissioning, with achievement of at least one month CUF as per the minimum CUF agreed in PPA. · Release Mechanism: The Final Instalment would be released to the DISCOM. The DISCOM would transfer the funds to lender/ Financier in case the project is under financing, otherwise release to RPG/ Developer.
	ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION **5.1 Synchronization, Commissioning and Commercial**	**PPA Page no.19**	The SPG shall commission the Project within 18 months from date of issuance of Letter of Award(LoA).Declaration of COD shall be certified by the commissioning committee..	**The SPG shall commission the Project within 12 months from date of issuance of Letter of Award(LoA).Declaration of COD shall be certified by the commissioning committee.**

	Operation **Amendment 2** **PAGE NO.14**			

Existing terms **Page no.28:F.8 Project milestones and timeline**

S. No.	Milestone	Timeline
1	Issuance of Letter of Intent(LoI) to the successful bidders-SPG	T1
2	Unconditional acceptance of LoI by successful Bidder	T1+7days
Petition will be filed by DGVCL before GERC for adoption of tariff discovered under e-Reverse bidding process		
3	**Issuance of Letter of Award(LOA)to the successful bidder after adoption of tariff by GERC**	**T2**
4	Unconditional acceptance of Letter of Award(LOA) by successful Bidder	T2+7 days
5	Submission of Performance Bank Guarantee by successful Bidder	T2+15 days
6	Signing of PPA between selected bidder(SPG)and DGVCL	T2+30Days
7	Completion of design, supply, installation; testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation along with Submission of the final land documents for the entire required land duly registered by Appropriate revenue authority	**T2 + 18 Months OR dtd.19-12-2025,whichever is earlier. "However, if the available period between the date of LoA and dt.19-12-2025 is less than 12 months, the bidder has the option to withdraw their bid without any implications on either side."**
8	Operation and maintenance of power plant and associated 11kV line	25yearsfromCOD (unless extended by both the parties on mutual agreement)

Amended terms **Pageno.28:F.8 Project milestones and timeline**

S. No.	Milestone	Timeline
1	Issuance of Letter of Intent(LoI) to the successful bidders-SPG	T1
2	Unconditional acceptance of LoI by successful Bidder	T1+7days
Petition will be filed by DGVCL before GERC for adoption of tariff discovered under e-Reverse bidding process		
3	**Issuance of Letter of Award(LOA)to the successful bidder after adoption of tariff by GERC**	**T2**
4	Unconditional acceptance of Letter of Award(LOA) by successful Bidder	T2+7 days
5	Submission of Performance Bank Guarantee by successful Bidder	T2+15 days
6	Signing of PPA between selected bidder(SPG)and DGVCL	T2+30Days
7	Completion of design, supply, installation, testing and commissioning of the SPV power plant and associated 11V line for connecting solar power plant with concerned substation along with Submission of the final land documents for the entire required land duly registered by Appropriate revenue authority	**T2 + 12 Months**
8	Operation and maintenance of power plant and associated 11kV line	25yearsfromCOD (unless extended by both the parties on mutual agreement)

Other terms and conditions of RFS will remain unchanged.

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

Amendment No-5

Date:

RFS No: **DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03Dtd.01.03.2024**

The REVISED Schedule dates are amended as under: -

1	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	Date:03.06.2024 Up to 18.00 hours
2	Date of opening of Tender Fee, EMD on-line	Date: 04.06.2024 at 11.00 hours
3	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days of the on-line bid opening date of Tender Fee & EMD stage. (On working days, During office hours)
4	Date of opening of Technical offer on-line (If possible)	Date: 10.06.2024 at 11.00 hours
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date: 15.06.2024 at 11.00 hours
6	Reverse e-auction	Date of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal, if required for the respective Solar plants.

Other terms and conditions of RFS will remain unchanged.

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

Amendment No-6

Date:

RFS No: **DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03Dtd.01.03.2024**

Important Notes:-

All bidders are requested to fill out all forms, recheck, and fill them out once again. We have made amendment in Form 3, which may clear already fill entry before this amendment. **You must recheck, fill out all forms, and resubmit.** If you fail to follow this process, DGVCL shall not be responsible for any blank entry in any form at the time of opening the bid, which may well be noted.

The REVISED Schedule dates are amended as under: -

1	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	Date:10.06.2024 Up to 18.00 hours
2	Date of opening of Tender Fee, EMD on-line	Date: 11.06.2024 at 11.00 hours
3	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days of the on-line bid opening date of Tender Fee & EMD stage. (On working days, During office hours)
4	Date of opening of Technical offer on-line (If possible)	Date: 15.06.2024 at 11.00 hours
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date: 20.06.2024 at 11.00 hours
6	Reverse e-auction	Date of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal, if required for the respective Solar plants.

Other terms and conditions of RFS will remain unchanged.

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

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Amendment No-7

Date:

RFS No: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03Dtd.01.03.2024

Important Notes:-

All bidders are requested to fill out all forms, recheck, and fill them out once again. We have made amendment in Form 3, which may clear already fill entry before this amendment. **You must recheck, fill out all forms, and resubmit.** If you fail to follow this process, DGVCL shall not be responsible for any blank entry in any form at the time of opening the bid, which may well be noted.

The REVISED Schedule dates are amended as under: -

1	Last Date & Time of submission of On- line bid in electronic form (Tender Fee, EMD, Technical & Financial Tariff offer. (This is mandatory)	Date:19.06.2024 Up to 18.00 hours
2	Date of opening of Tender Fee, EMD on-line	Date: 20.06.2024 at 11.00 hours
3	Submission of original copy of DD/ Banker's Cheque/Pay Order /Bank Guarantee	Within 5 days of the on-line bid opening date of Tender Fee & EMD stage. (On working days, During office hours)
4	Date of opening of Technical offer on-line (If possible)	Date: 26.06.2024 at 11.00 hours
5	Tentative Date of on – line opening of financial "Tariff bid" (Price bid) (tentative, if possible)	Date: 01.07.2024 at 11.00 hours
6	Reverse e-auction	Date of Reverse e-auction will be conveyed to eligible bidders on e-bidding portal, if required for the respective Solar plants.

Other terms and conditions of RFS will remain unchanged.

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

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Select Supplier

Home > **Select Supplier**

Tender ID : 52432	IFB/Tender Notice No. : DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03	Description of Material/Name of Work : PURCHASE OF SOLAR POWER THROUGH COMPETITIVE BIDDING PROCESS [FOLLOWED BY REVERSE E-AUCTION] FOR SOLARIZATION OF VARIOUS 11KV FEEDERS OF SELECTED 66/11KV SUBSTATIONS IN DGVCL UNDER RESCO MODE OF PM-KUSUM COMPONENT-C FEEDER LEVEL SOLARIZATION SCHEME
ECV(INR) : 11025000000.00	Last Date For Bid Submission : 19-06-2024 18:00	Tender Type/Tender Category : Open/GOODS
Location : Surat	Department : Energy And Petrochemicals Department	Sub Department : DGVCL Corporate office Surat

Select Supplier for the form : Tender Fee Details

View Department Remarks

Select	Company Name	Comments
☐	ACCLIMATE SYSTEMS PRIVATE LIMITED (acclimatesystems)	
☐	ANJANEYA SOLAR (anjaneyasolar2024)	
☐	ARVINDBHAI MANJIBHAI MANGUKIYA (arvind147)	
☐	BETTER ENERGIES PRIVATE LIMITED (better805)	
☐	DELTA SUNINFRA ENERGIES PRIVATE LIMITED (delta_suninfra)	
☐	GREEN ENERGY ALLIANCE (greenenergyalliance)	
☐	GREEN ENVIRON (greenenviron2024)	
☐	GREEN ENVIRON CONSTRUCTION (OPC) PRIVATE LIMITED (greenenvironopc2024)	
☐	GREEN VALLEY SOLAR POWER PLANT (gvspprampurakothar)	
☐	GREENBEAM EARTH PRIVATE LIMITED (greenbeam)	
☐	GSL ENGINEERS (drm210368)	
☐	HARIOM GREEN ENERGY (hariomgreenenergy)	
☐	Harisinh Chauhan (harisinhchauhan)	
☐	JAY AMBE SALES (ramila147)	

Select	Company Name	Comments
☐	KPI GLOBAL INFRASTRUCTURE LTD (kpigreenenergy)	4 12
☐	MECPOWER SOLUTIONS PRIVATE LIMITED (mecpower)	
☐	NATRAG AND CO (darshan2024)	
☐	NISHIT (nishithirpara)	
☐	PATEL NISHITHKUMAR RAVINDRABHAI (patelnishith)	
☐	RAMESHBHAI MANJIBHAI MANGUKIYA (ramesh147)	
☐	RAVIRAJ RICE INDUSTRY (raviraj)	
☐	RAYCAL POWER INFRA PRIVATE LIMITED (raycalpowerinfra)	
☐	SARTHA INFRASTRUCTURE (sarthaoffice)	
☐	SHREE GANESH CORPORATION (ganeshcorporation)	
☐	SUEZ INTERNATIONALS (suezinternationals)	
☐	TECHSUNBIO GREEN ENERGY PRIVATE LIMITED (techsunbio1)	
☐	The Smarty Owl (addesai82)	
☐	TRISHLA RENEWABLES (trishlarenew)	
☐	TRUST INFRA SALES & SERVICES (trustiss)	
☐	Vasava Surendrabhai Shantilal (surendrasv)	
☐	ZYENA ENGINEERS (zyenaengineers)	

BACK

ADD SUPPLIER

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nProcure
TOLL FREE NUMBER
7359 021 603

DGVCL

Tender Fee Details(Comparative)

Current Tender Details

Tender ID: 52432	Notice No.: DGVCL/C&R/DSM/PM-KUSUM-C-FLS/ TN-03	Last Date For Bid Submission:: 19-06-2024 18:00:00
ECV: 11025000000.00	**Name of Work:** PURCHASE OF SOLAR POWER THROUGH COMPETITIVE BIDDING PROCESS [FOLLOWED BY REVERSE E-AUCTION] FOR SOLARIZATION OF VARIOUS 11KV FEEDERS OF SELECTED 66/11KV SUBSTATIONS IN DGVCL UNDER RESCO MODE OF PM-KUSUM COMPONENT-C FEEDER LEVEL SOLARIZATION SCHEME	
Open/GOODS	Client Name : Dakshin Gujarat Vij Company Ltd. (DGVCL)	Sub Department :DGVCL Corporate office Surat

Tender Fee

Requirement	ACCLIMATE SYSTEMS PRIVATE LIMITED (acclimatesystems)	ANJANEYA SOLAR (anjaneyasolar2024)	ARVINDBHAI MANJIBHAI MANGUKIYA (arvind147)	BETTER ENERGIES PRIVATE LIMITED (better805)	DELTA SUNINFRA ENERGIES PRIVATE LIMITED (delta_suninfra)
Tender Fee Amount in Rs.	17700.00	17700.00	17700.00	17700.00	17700.00
Mode of Payment	NEFT	NEFT	NEFT	NEFT	NEFT
RTGS/NEFT/Online Transaction No	KKBKH24161723444	MAHBH24162153145	N152243064700101	INF/NEFT/036675566221 /SBIN0060236/KUSUMDGVCL TEN /DGVCL	000149040012