E-TENDER FOR

IMPLEMENTATION OF CUMULATIVE CAPACITY 3658kWp GRID
CONNECTED ROOF-TO-P / GROUND MOUNTED SOLAR PV SYSTEM TO BE
INSTALLED AT VARIOUS EXISTING WATER LIFTING & WATER
TREATMENT PLANTS AT MAHARASHTRA INDIA UNDER RESCO MODEL

DOCUMENT NO. MEDA/MJP/SPV-TENDER/2019-20/R1

DIVISIONAL OFFICE MUMBAI
MAHARASHTRA ENERGY DEVELOPMENT AGENCY
(A Government of Maharashtra Institution)
Address: 1012-A, 10th Floor, Embassy Centre, Nariman Point, Mumbai - 400021, Maharashtra
Phone No: 022 – 22876436; E-mail ID: dgmumbai@mahuja.com
Website (for Tender): https://mahatenders.gov.in

Stamp & Sign by Bidder’s signing authority
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DISCLAIMER

1. Though adequate care has been taken while preparing the NIT document, the Bidders shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within Ten (10) days from the date of notification of NIT / issuance of e-Tender documents, it shall be considered that the document is complete in all respect and has been received / acknowledged by the Bidder(s).

2. MAHARASHTRA ENERGY DEVELOPMENT AGENCY (MEDA) reserves the right to modify, amend or supplement this document.

3. While this tender document has been prepared in good faith, neither MEDA nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Place: Mumbai, MH
PART - I

INVITATION FOR BIDS (IFB) & BID DETAILS
INVITATION FOR BIDS (IFB)

FOR

Implementation of cumulative capacity 3658kWp Grid Connected Roof-top / Ground Mounted Solar PV System to be installed at various existing Water Lifting & Water Treatment Plants at Maharashtra INDIA under RESCO Model

(TWO ENVELOPE)

under e-procurement

Date of Issuance of IFB : 13/11/2019

1. Government of India has launched Jawaharlal Nehru National Solar Mission (JNNSM) which now has a target of 100,000 MW of grid solar power by 2022. To achieve energy security and for having good optics, it is envisaged to develop solar projects on large scale by utilizing vacant shadow free area of adjoining lands of the campus etc.

2. MNRE (Ministry of New and Renewable Energy, Government of India) desires to implement grid connected solar PV projects on the roof-top / ground mounted Solar PV systems as a part of its Renewable Energy Initiatives.

3. For the purpose of all procurement activities related to the said works, MEDA shall be referred to as 'Employer' and Maharashtra Jeevan Pradhikaran 'MJP' as “the MJP”.

4. MEDA, therefore, invites sealed bids from eligible bidders to participate in Request for Selection (E-TENDER) for Site Survey, Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation and Maintenance of Roof-top / Ground Mounted Solar PV Power System at proposed location.

5. For the implementation of above mentioned work, Bidders should submit their bid proposal online complete in all aspect on or before Last date of Bid Submission as mentioned on the Bid Information Sheet (https://mahatenders.gov.in).

6. Bidder shall submit bid proposal along with non-refundable bid processing fee and refundable EMD complete in all respect as per the Bid Information Sheet. Techno- Commercial bids will be opened as per the Bid Information Sheet in online presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the prescribed bid processing fees and Bid Bond will be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

7. Bid documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, and Formats etc. can be downloaded from website https://mahatenders.gov.in It is mandatory to download official copy of E-TENDER Document from Electronic Tender System (ETS) Portal of Mahatenders in order to participate in the Tender. Any amendment(s)/corrigendum/clarification(s) with respect to this Bid shall be uploaded on (https://mahatenders.gov.in) website only. The Bidder should regularly check for any Amendment(s)/Corrigendum/Clarification(s) on the above website only.

8. The bidding process under this is for cumulative capacity 3658kWp comprising of RESCO Model.

9. This is bidding, will be only one price for RESCO Model (Rs. Per kWh - Tariff).

10. To ensure timely payments to successful bidders / developers under RESCO Model, Payment Security Mechanism (PSM) shall be provided by MEDA in consultation with MJP. The aim is to give comfort to the developers for assured & timely payment for the energy supplied to MJP.

11. Bidder has to apply for the Solar PV System cumulative capacity of 3658kWp

12. The detailed scope of work includes :
   i. Proposed site details and capacity has been enclosed herewith this E-TENDER documents as Annexure - II. Successful bidders are requested to visit the sites and
check the feasibility of space including installation capacity in consultation with respective site in charge / MJP. Successful bidders need to submit Grid Connectivity Consent (PPA agreement between successful bidder and MJP at the quoted tariff as per E-TENDER and project report) for the approval of MEDA for issuance of project specific sanction letter. The PPA shall be executed in the prescribed format attached herewith this E-TENDER document. However MEDA shall facilitate the process.

ii. Site Survey, Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing & Commissioning of the grid connected roof-top / ground mounted Solar PV Project including Operation and Maintenance (O & M) of the project for a period of 25 years for after commissioning of project.

13. EMD shall be furnished with the response to E-TENDER as per Clause of Bid Information Sheet. EMD shall be paid online; no exemption is allowed.

14. PBG amount shall be furnished as per E-TENDER project is to be executed by the successful bidder after issuance of LOA/NOA by MEDA.
INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
4. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

BID INFORMATION SHEET

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Document Description</td>
<td>Implementation of cumulative capacity of 3658kWp Grid Connected Roof-top / Ground Mounted Solar PV System for MJP, Maharashtra INDIA under RESCO Model</td>
</tr>
<tr>
<td>2</td>
<td>E-TENDER No.&amp; Date</td>
<td>MEDA/MJP/SPV-TENDER/2019-20/R1 dated Nov 15,2019</td>
</tr>
<tr>
<td>3</td>
<td>Location</td>
<td>At various existing Water Lifting &amp; Water Treatment Plants by MJP at Maharashtra</td>
</tr>
<tr>
<td>4</td>
<td>Downloading of E-TENDER document</td>
<td>From 09:00 HRS 15/Nov/2019 on Mahatender Portal</td>
</tr>
<tr>
<td>5</td>
<td>Period of work</td>
<td>180 Days from the date of issuance of LOA</td>
</tr>
<tr>
<td>6</td>
<td>Pre-bid Conference / Clarification Meeting</td>
<td>20/11/2019 at 14:00 HRS to be held at Maharashtra Energy Development Agency, Divisional Office Mumbai However, all participants are requested to send their queries, if any, on or before 17/11/2019 at 14:00 HRS at email: <a href="mailto:dgmmumbai@mahaurja.com">dgmmumbai@mahaurja.com</a></td>
</tr>
<tr>
<td>7</td>
<td>Last date &amp; Time for Online Submission of bids</td>
<td>4/12/2019 up to 15.00 HRS</td>
</tr>
<tr>
<td>8</td>
<td>Bid Opening (Technical)</td>
<td>5/12/2019 up to 15.00 HRS</td>
</tr>
<tr>
<td>9</td>
<td>Bid Opening (Financial)</td>
<td>Conveyed through auto-online massage system by tender portal to qualified / shortlisted bidders</td>
</tr>
<tr>
<td>10</td>
<td>Bid Processing Fee</td>
<td>INR 1,18,000/- (Fee 1,00,000/- + 18% GST) (Indian Rupees One Lakh and Eighteen Thousand Only) No Exemption, Non-refundable, Non Transferable; to be submitted online</td>
</tr>
<tr>
<td>11</td>
<td>Earnest Money (EMD)</td>
<td>INR 10,00,000/- (Indian Rupees Ten Lakhs only) No Exemption, Non Transferable, Re-fundable; to be submitted online</td>
</tr>
<tr>
<td>12</td>
<td>Joint Venture</td>
<td>Included in below important notes</td>
</tr>
<tr>
<td>13</td>
<td>Designation, Address and other details</td>
<td>General Manager</td>
</tr>
</tbody>
</table>
E-Tender for implementation of cumulative capacity 3658kWp Grid Connected Roof-top/ Ground Mounted Solar PV System to be installed at various existing Water Lifting & Water Treatment Plants at Maharashtra INDIA under RESCO Model
Document No. MEDA/MJP/SPV-TENDER/2019-20/R1

| (For Submission of Response to RFP) | (Divisional Office Mumbai)
Maharashtra Energy Development Agency,
1012-A, 10th Floor, Embassy Centre,
Nariman Point Mumbai, Maharashtra -
400021, Phone No: 022 – 22876436
E-mail ID: - dgmmumbai@mahaurja.com |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>14 Details of persons to be contacted in case</td>
<td>Mr. V. E. Shivatare (GM, MEDA, Mumbai</td>
</tr>
<tr>
<td>of any assistance required</td>
<td>Div) Phone No: 022 – 22876436</td>
</tr>
</tbody>
</table>

Important Note:
- Prospective Bidders are requested to **remain updated** for any notices/ amendments/ clarifications etc. to the tender document through the websites (https://mahatenders.gov.in). No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually.
- It is compulsory to pay tender document fee, EMD through e-payment gateway at https://mahatenders.gov.in by **RTGS or NEFT** only.
- The date & time of opening of **Financial Bid** will be announced later at tender portal (https://mahatenders.gov.in).
- Joint Venture/Partnership is allowed. Participant/Bidder must have to qualify the technical qualifying criteria, indicated in point no 3.3.2. The aggregate equity share holding of the successful bidder in the issued and paid up equity share capital of the project company shall not be less than fifty-one percent (51%) up to period of Twenty five (25) years from the date of commissioning of project.
PART - II

INSTRUCTIONS TO BIDDERS (ITB)
1. INTRODUCTION
   a. MEDA is implementing this project for MJP, which aims the generated solar power may be utilized for captive application and the surplus power may be fed to the grid. The scheme aims to reduce the fossil fuel based electricity and make buildings self-sustainable from the point of electricity, to the extent possible. Broadly in following categories:
   b. The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.
   c. The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labor involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

2. BID DETAILS
   2.1) The bidding process under this tender is for cumulative capacity of 3658kWp under (RESCO Model) as per Annexure-II of E-TENDER.
   2.2) Bid (RESCO model) for cumulative capacity of 3658kWp
       Bids are invited from the prospective bidders for the Tendered Capacity. The bidding is in tariff. Bidders will be required to furnish Tariff for 25 years, without provision for any escalation.

3. BID DETAILS
   3.1. Bidder must meet the eligibility criteria independently as Bidding Company. Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.
       NB: If the bidder’s submitted information is found to be false declaration or misrepresentation, the bidder(s) shall be out rightly rejected or debarred or blacklisted from MEDA’s future tenders.

3.2. SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

   GENERAL

   The Special Instructions (for e-Tendering) supplement Section 3.2 ‘Instruction to Bidders’, as given in this Request for Selection (E-TENDER) Document. Submission of Online Bids is mandatory for this Tender.

   E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For
conducting electronic tendering, MEDA has decided to use the portal https://mahatenders.gov.in

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC).

Also referred to as Digital Signature Certificate (DSC) of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA)

Important Note:
Interested bidders have to download official copy of the E-TENDER & other documents after login into the tender Portal of (https://mahatenders.gov.in). If the official copy of the documents is not downloaded from tender Portal within the specified period of downloading of E-TENDER and other documents, bidder will not be able to participate in the tender.

To minimize teething problems during the use of tender Portal bidder should understand the online bid submission process and shall take help from Helpdesk Email / Telephone / Mobile For any technical related queries please call at 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005,0120-6277787; E-mail: support-eproc@nic.in. International Bidders are requested to prefix 91 as country code Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Broad outline of submissions are as follows:
Submission of Bid-Parts (Scanned soft copy in PDF format & Excel Sheet)

File 1: Envelope I (Technical-Bid/ PDF format)

File 2: Envelope II (Financial-Bid/ Excel Sheet)

3.3. ELIGIBILITY CRITERIA

3.3.1 GENERAL ELIGIBILITY CONDITIONS
The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Government owned Enterprises, foreign company(ies) from all countries in the World who are registered and incorporated in their respective countries as per the local act and engaged in the business of Power/Infrastructure, Limited Liability Partnership Firms and MSME Vendors, barring Government Department as well as those firms from the countries against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Employer. A copy of certificate of incorporation shall be furnished along with the bid in support of above.

3.3.2 TECHNICAL ELIGIBILITY CRITERIA:
The Bidder should have designed, supplied, installed & commissioned under RESCO for total cumulative capacity not less than 3000kWp in which at least one 400kWp capacity PV Solar Power Generation shall be; installed, commissioned & working successfully for at least one year prior to Techno-Commercial Bid Opening date; indicating whether the project is grid connected, along with a scanned copy of the Commissioning certificate and copy of Work order or Contract or Agreement with the Client, has to be submitted as supporting document for review. Commissioned projects should be for any Central or State Government department and/or allied Authorities / Agencies.

3.3.3 FINANCIAL ELIGIBILITY CRITERIA:
(a) The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2016-2017, 2017-2018 and 2018-2019) should be equal to or greater than INR 15 Crores (Indian Rupees Fifteen Crores) on standalone basis. This must be the individual Company’s turnover and not that of any group of Companies. A summarized sheet of average turnover certified by registered CA should be compulsorily enclosed along with corresponding annual accounts.

AND

Net worth should be equal to or greater than Rs. 15.0 Crore. “Net Worth” of the Bidder shall be calculated as per Company Act 2013.

(b) Bidders shall furnish documentary evidence as per the Formats (online and offline, once selected as successful L1 bidder), duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chattered Accountant of the Bidding Company in support of their financial capability. A scanned copy of certificate of incorporation shall be furnished in the bid (through online mode).

(c) The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth along with Bank Statements for the purpose of verification.

(d) The Net Worth of the Bidder as on the last day of the preceding financial year shall not be less than total paid-up share capital. However, in case, the bidder is subsidiary of a holding company, the net worth of the bidder as on the last day of the preceding financial year shall not be less than 75% of total paid-up share capital and in such case, bidder has to submit a board resolution of the holding company indicating that “holding company shall support the bidder financially or otherwise, to execute the project successfully”. Also, the Net Worth of the Holding Company of the Bidder, as on the last day of the preceding financial year shall not be less than total paid-up share capital.

(e) In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents for substantiation of its qualification:

(f) Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.

(g) A Certificate from the Director of the Holding Company, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company. In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the Management of the company.

NOTES:

- Paid up share capital will include
- Paid up equity share capital
- Fully, compulsorily and mandatorily convertible preferential shares
- Fully, compulsorily and mandatorily convertible Debentures
- Share premium will form an integral part of the net worth provided it is realized in cash or cash equivalents
- Other income shall not be considered for arriving at annual turnover.
3.3.4 INCORPORATION OF A PROJECT COMPANY

3.3.4.1 In case the Bidder wishes to incorporate a Project Company, in such a case Bidder if selected as a Successful Bidder can incorporate a Project Company. Bidder shall be responsible to get all clearance required/ obtained in the name of the Bidding Company transferred in the name of the Project Company.

3.3.4.2 The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty-one percent (51%) up to a period of Five (5) years from the date of commissioning of the entire Sanctioned Capacity of the Project Developer.

3.3.4.3 In case the bidder is a foreign company/ entity and is bidding independently, the bidder needs to establish a subsidiary at India as per applicable Rules of Government of India in the event of Issuance of LOA. The said process shall be completed maximum within 60 days from the date of issuance of LOA.

3.4 BID SUBMISSION BY THE BIDDER

3.4.1 The information and/or documents shall be submitted by the Bidder as per the formats specified in this E-TENDER document.

3.4.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures / pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder then scanned and uploaded in the Techno-Commercial Bid Part.

3.4.3 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Clause no. 3.3.2 and 3.3.3. to the satisfaction of MEDA. Bidder shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditor’s report, etc., as the case may be of Bidding Company or Financially Evaluated Entity for any of the last three (3) financial years immediately preceding the Bid Deadline which are used by the bidder for the purpose of calculation of Annual Turnover or of last Financial Year in case of Net Worth.

3.4.4 In case the annual accounts for the latest financial year are not audited and therefore the bidder cannot make it available, the applicant shall give certificate to this effect from the Statutory Auditor and Authorized signatory along with provisional Annual Account signed by directors of the company and certificate by Chartered Accountant. In such a case, the Applicant shall provide the Audited Annual Reports for 3 (Three) years preceding the year; or from the date of incorporation if less than 3 years; for which the Audited Annual Report is not being provided.

3.5 BID SUBMITTED BY BIDDING COMPANY

The Bidding Company should designate one person to represent the Bidding Company in its dealings with MEDA. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original (as per Formats), authorizing the signatory of the Bid.
3.6 CLARIFICATIONS AND PRE-BID MEETING

3.6.1 MEDA will not enter into any correspondence with the Bidders, except to furnish clarifications on E-TENDER Documents, if necessary. The Bidders may seek clarifications or suggest amendments to E-TENDER online, also soft copy by e-mail to reach MEDA at the address, date and time mentioned in Bid information sheet.

3.6.2 The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by MEDA.

3.6.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the E-TENDER including in particular, issues raised in writing and submitted by the Bidders.

3.6.4 MEDA is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.7 AMENDMENTS TO E-TENDER BY MEDA

3.7.1 At any time prior to the deadline for submission of Bids, MEDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the E-TENDER document by issuing clarification(s) and/or amendment(s).

3.7.2 The clarification(s) / amendment(s) (if any) shall be notified on tender portal website at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.

3.7.3 MEDA will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.

3.7.4 In case any amendment is notified after submission of the Bid (prior to the opening of Techno-Commercial Bid due date /time shall be extended and it will be for the Bidders to submit fresh Bids/supplementary bids as the date notified by the MEDA for the purpose.

3.7.5 All the notices related to this Bid which are required to be publicized shall be uploaded on tender portal website.

3.8 BIDDING PROCESS

3.8.1 BID FORMATS

3.8.1.1 The Bid in response to this E-TENDER shall be submitted by the Bidders in the manner provided in Clause 3.4 of Part - II. The Bid shall comprise of the following:
## File 1: Envelope I (Technical-Bid/ PDF format)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Part-A</th>
<th>Particulars</th>
<th>Yes/No, Flag No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Annexure-I</td>
<td>Cover Letter as per given format (on company letter head)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Annexure-I (a)</td>
<td>a) Details of Tender document fees paid</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annexure-I (b)</td>
<td>b) Details of Earnest money Deposit paid</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Annexure-II</td>
<td>Tender document (duly stamped and signed by bidder’s authorized person on cover page, as token of acceptance to indicated scope, terms &amp; condition / no deviation)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Annexure-III</td>
<td>Registration Certificate of Firm</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Annexure-IV</td>
<td>Copy of PAN Card &amp; Copy Registration Certificates for GST</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Annexure-V</td>
<td>Power of Attorney (on INR 500/- stamp) as per given format, supporting with Board Resolution (on company letter head)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Annexure-VI</td>
<td>Declaration (on company letter head) as per given format</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Annexure-VII</td>
<td>Banker’s Details as per given format</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Annexure-VIII</td>
<td>Bidder’s Details as per given format</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Annexure-IX</td>
<td>Commercial Qualification Documents:- C. A. Certificate (on C. A.’s letter head) as per given format (as required for eligibility criteria, submit copy of IT returns for last three financial years, supporting with short summary of balance sheet / auditor’s report)</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Annexure-X</td>
<td>Technical Qualification Documents:- List of Project (submit self attested copies of Commissioning certificate as well as work orders; for minimum cumulative capacity, as required for eligibility criteria) as per given format</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Annexure-XI</td>
<td>Site visit report (duly stamped and signed by bidder’s authorized person on company letter head)</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Annexure-XII</td>
<td>Details for Proposed System &amp; Assured Power Generation- (for Site conditions)</td>
<td></td>
</tr>
</tbody>
</table>

## File 2: Envelope II (Financial-Bid/ Excel Sheet)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Part-B</th>
<th>Particulars</th>
<th>Yes/No, Flag No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>I</td>
<td>Filled in Downloaded Excel Sheet (BOQ), Indicating Bidders Name &amp; Offered Tariff Rate</td>
<td></td>
</tr>
</tbody>
</table>

### 3.9 BID DUE DATE

As indicated in bidding information.

### 3.10 VALIDITY OF BID

3.10.1 The bid and the Price Schedule included shall remain valid for a period of 90 days from the date of techno-commercial bid opening, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting letter of allocation, MEDA shall forfeit the Bid Bond furnished by him. Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.

3.10.2 In exceptional circumstances when letter of allocation is not issued, MEDA 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. The Bid Bond shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Bond. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

### 3.11 METHOD OF BID SUBMISSION

3.11.1.1 Bids comprising both technical & financial bids are required to be submitted online mode.
3.11.1.2 Successful L1 Bidder has to submit original hard copy of documents submitted online, within (7) seven working days, on declaration of L1 Bidder.

3.11.3 All pages of the hard copies / documents, except for the power of attorney, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall digitally sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document. Bidders shall submit the Bid in original, duly signed by the authorized signatory of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by MEDA.

3.12 COST OF BIDDING

3.12.1 The bidder shall bear all the costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of incidental to or incurred by him through or in connection with submission of bid even though MEDA may elect to modify / withdraw the invitation of Bid.

3.13 EMD of unsuccessful bidders shall be returned within 30 days from the date of issuance of Letter of Allocation(s) on bidder’s request. Bid bond(s) of Successful bidder shall be released after the receipt of PBG in the format prescribed by MEDA and after the receipt of confirmation of their PBG’s from their respective banker.

3.13.1 The EMD shall be denominated in Indian Rupees.

3.13.2 The Successful Bidder shall sign and stamp the Letter of Allocation (LOA) and return the signed & stamped duplicate copy of the same to MEDA within 30 days from the date of its issuance.

3.13.3 The EMD shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to MEDA under following circumstances.

3.14 PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE (PBG)

3.14.1 PS/ PBG to be submitted within 30 days from the date of issuance of Letter of Allocation, Successful Bidder shall furnish the INR 10 Lakhs (Rupees Ten Lakhs Sixty thousand) Performance Security OR as per the conditions in PPA.

3.14.2 Further, any delay beyond 30 days shall attract interest @ 1.25 % per month on the total amount, calculated on day to day basis. MEDA at its sole discretion may cancel the allocated capacity and forfeit 100% of Bid bond, in case Performance security is not submitted within 60 days from issuance of Letter of Allocation as per Clause 3.13.3(c). However, total project completion period shall remain same. Part PBG shall not be accepted.

3.14.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

a. Demand Draft or a Bank Guarantee from the List of Banks as indicated in Annexure
b. be confirmed for payment by the branch of the Bank giving the Bank Guarantee at Mumbai.
3.14.4 The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to MEDA.

a. If the Successful Bidder is not able to submit Grid Connectivity Consent to the satisfaction of MEDA, Security Deposit / PBG amount.

b. If the Successful Bidder is not able to commission the projects to the satisfaction of MEDA, Security Deposit / PBG amount. However, Hundred Percent (100%) Security Deposit / PBG amount furnished, if the Successful Bidder fails to Commission the Projects(s) to the satisfaction of MEDA, for the already identified locations, which are notified by MEDA in the E-TENDER or otherwise and for which Letter of Allocation has been issued.

c. In all the above cases corresponding unidentified/non-commissioned capacity shall stand cancelled.

3.14.5 The Performance Security shall be valid for a minimum period of 25 years from the date of issuance of Letter of Allocation and shall be renewed / extended till the completion of 25 years of O&M period. The Performance security shall be released after 25 years from the date of commissioning with the compliance of entire obligations in the contract.

NB: In case the successful bidder is not able to furnish the PBG for 25 year of validity, then PBG with initial validity period of 2 year may also be accepted by MEDA provided the successful bidder shall renew/extend the PBG, 30 days prior the expiry of the same. If the successful bidder does not extend the PBG, the same shall be forfeited by MEDA.

3.15 OPENING OF BIDS

3.15.1 Technical Bidders shall be opened at given date & time indicated in bidding information, in the presence of one representative from each of the Bidders who wish to be present.

3.15.2 Financial Bidders shall be opened once the evaluation report for technical bids are reviewed & approved by committee, bids selected / qualified during technical evaluation only shall be evaluated, date & time shall be indicated during uploading the technical evaluation sheet, in the presence of one representative from each of the Bidders who wish to be present.

3.15.3 MEDA reserves the right to call sealed offers from L1 & L2 bidders, in case of L1 and L2 tie in financial bid. And next L1 Bidder shall be selected for further tendering process.

3.15.4 MEDA reserves the right to select L2 Bidder i.e. second lowest Bidder to complete the work, if L1 i.e. lowest Bidder fails to fulfill tender conditions, subject to L2 bidder accept the work at received L1 price.

3.16 RIGHT TO WITHDRAW THE E-TENDER AND TO REJECT ANY BID

3.16.1 This E-TENDER may be withdrawn or cancelled by MEDA at any time without assigning any reasons thereof. MEDA further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

3.16.1.1 MEDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the E-TENDER and make its own judgment regarding the interpretation of the same. In this regard the MEDA shall have no liability towards any Bidder
and no Bidder shall have any recourse to MEDA with respect to the selection process. MEDA shall evaluate the Bids using the evaluation process specified in E-TENDER, at its sole discretion. MEDA decision in this regard shall be final and binding on the Bidders.

3.16.2 MEDA reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance of bid by MEDA will be full and final.

3.17 ZERO DEVIATION

3.17.1 This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

3.18 EXAMINATION OF BID DOCUMENT

3.18.1 The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.

3.18.2 The Bidder shall be deemed to have examined the bid document including the agreement/contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labor involved etc. and as to all supplies he has to complete in accordance with the Bid document.

3.18.3 Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder’s standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents shall not be accepted by MEDA.

3.18.4 Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.
PART - III

EVALUATION CRITERIA
1. BID EVALUATION

The evaluation process comprises the following four steps:
- Step I: Responsiveness check of Techno Commercial Bid
- Step II: Evaluation of Bidder’s fulfillment of Eligibility Criteria
- Step III: Evaluation of Price Bid
- Step IV: Selection of Successful Bidders

1.1. RESPONSIVENESS CHECK OF TECHNO COMMERCIAL BID

The Techno Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the E-TENDER subject to Clause 3.3.1, Clause 3.3.2, and Clause 3.3.3 of Part - II. Any of the following may cause the Bid to be considered “Non-responsive”, at the sole discretion of MEDA:

a. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, EMD, etc.;
b. Bid not signed by authorized signatory and/or stamped in the manner indicated in this E-TENDER;
c. Material inconsistencies in the information/documents submitted by the Bidder, affecting the Eligibility Criteria;
d. Information not submitted in the formats specified in this E-TENDER;
e. Bid being conditional in nature;
f. Bid not received by the Bid Deadline;
g. Bid having Conflict of Interest;
h. More than one Member of a Bidding Company using the credentials of the same Parent Company/Affiliate;
i. Bidder delaying in submission of additional information or clarifications sought by MEDA as applicable;
j. Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this E-TENDER before the evaluation of Bidder’s fulfillment of Eligibility Criteria is taken up. Clause 3.3 of Part - II shall be used to check whether each Bidder meets the stipulated requirement.

1.2 PRELIMINARY EXAMINATION

1.2.1 MEDA will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and stamped and whether the Bids are otherwise in order.

1.2.2 Arithmetical errors will be rectified on following basis. If there is any discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total amount shall be corrected. If there is a discrepancy between words and figures, the amount written in words will prevail.

1.3 EVALUATION OF BIDDER’S FULFILMENT OF ELIGIBILITY CRITERIA

1.3.1 Evaluation of Bidder’s Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of
meeting the Eligibility Criteria as specified in Clause 3.3. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid non-responsive.

1.4 EVALUATION OF PRICE BID

Price Bid of the Qualified Bidders shall be opened in online presence of the representatives of such Qualified Bidders, who wish to be present, on a date as may be intimated by MEDA to the Bidders through Tender portal website. The evaluation of Price Bid shall be carried out based on the information furnished in Financial Bid (Price Bid). The Price Bid submitted by the Bidders shall be scrutinized to ensure conformity with the E-TENDER. Any Bid not meeting any of the requirements of this E-TENDER may cause the Bid to be considered “Non-responsive” at the sole decision of the MEDA.

1.5 SUCCESSFUL BIDDER(S) SELECTION

1.5.1 Bids qualifying in Clause 1.4 shall only be evaluated in this stage.

1.5.2 Tariff requirement quoted in all Price Bids of Qualified Bidders shall be ranked from the lowest to the highest. Based on the tariff quoted by the bidders, MEDA shall arrange the bids in the ascending order i.e. L1, L2, L3, _ _ _ (L1 being the lowest quote & shall be selected as successful bidder). In case L1 & L2 tie, the sealed offers may be called from both bidders and offer can be finalized. Also, if L1 backs out, the L2 can be negotiated to work at L1 rates.

1.5.3.15 The Letter of Allocation (LOA) shall be issued to such Successful Bidder, selected as per the provisions of this Clause 1.5.3.

1.5.4 Each Successful Bidder shall acknowledge the LOA and return duplicate copy with signature of the authorized signatory of the Successful Bidder to MEDA within Thirty (7) days of issue of LOA.

1.5.5 If the Successful Bidder, to whom the LOA has been issued, does not fulfill any of the conditions specified in Bid document, then MEDA reserves the right to annul/cancel the award of the Letter of Allocation of such Successful Bidder.

1.5.6 MEDA at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion

1.5.7 There shall be no negotiation on the quoted tariff between MEDA and the Bidder(s) during the process of evaluation.

2. NOTIFICATION TO SUCCESSFUL BIDDERS

The name of Successful Bidders shall be notified indicating the allocated capacity and the offered price on MEDA website www.mahatenders.gov.in and also shall be notified individually through Letter of Allocation (LOA).

3. PROJECT ALLOCATION AND SANCTION

3.1 The Bidders, however, in their own interest are advised to make a preliminary survey of availability of land for which they intend to Bid and as prescribed in the E-TENDER, as well as issue of Grid connectivity as non-availability of land and non-completion of other formalities after allocation of project will result in forfeiture of PBG amount submitted by them.
3.2 The Successful Bidders selected as described in Clause 1.5 above shall be issued Letter of Allocation (LOA).

3.3 The bidders who have been notified as Successful Bidder shall be given 6 months from the date of issuance of Letter of Allocation for execution of project. The time for submission of grid connectivity by the bidder to MEDA will be maximum 01 (One) months from the date of issuance of LoA which can be extended depending upon the merit of the case. Failure of non-compliance of conditions stipulated above shall lead to forfeiture of PBG for that State in proportion to the capacity allocated in the MEDA identified location.

3.4 If after 6 months, the successful bidder could not execute the project, in such case PBG for unexecuted allocated capacity shall be forfeited and the allocated capacity gets cancelled and bidder including its Affiliates / Group Companies / Parent / Ultimate Parent Company may be debarred to participate in MEDA’s future tenders for a period as decided by the competent authority of MEDA.

3.5 Successful bidders shall share the time and date stamping photographs of the project and location details (Address) with MEDA before entering into any legal agreement with the MJP. This has to ensure that the location identified by the Successful Bidder / Developer is strictly complying the list provided along with the E-TENDER document.

3.6 Bidders are required to visit the proposed site location to ascertain real potential of capacity to be installed. MEDA shall not bear any responsibility in this regard.

3.7 Onus of completing the other documentation like finalizing the Project report and entering into agreements with the MJP lies with the Successful Bidder / Developer within the above-mentioned time frame.

3.8 The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 6 months from the date issue of LoA.

3.9 If the Bidder fails to commission the project within specified time i.e. 6 months from the date of LOA, PBG submitted by the bidder(s) is forfeited in full/part, bidder has to resubmit the PBG of requisite amount and validity as per the E-TENDER.

4 NOT IN USE

5 OTHER CONDITIONS

5.1 Successful Bidder has to obtain all the necessary approvals/Consents/Clearances required for Erection, Testing, Commissioning and O&M of the project including Grid connectivity. MJP/MEDA shall not have any responsibility in this regard.

5.2 EMD AND PROCESSING FEE SUBMISSION:

Tender Processing Fee EMD shall be submitted online during tendering process by all bidders.

5.3 TAX EXEMPTIONS:

Price bids are invited inclusive of all applicable Taxes and duties. However, Tax exemptions including certificates of any sort, if available may be dealt with the concerned Department of Govt. of India by the bidder. MJP/MEDA in no case will be responsible for providing any tax exemptions to the bidder.
5.4 ELIGIBILITY OF STANDALONE SYSTEM

5.4.1 Standalone system is not allowed under this scheme. The system should be grid-interactive.

5.5 REQUIREMENT OF APPROVALS ON MAKES OF THE COMPONENTS:

5.5.1 The modules should be manufactured in India only. Rest of the components can be procured from any source. However, these items should meet the Technical specification and standards mentioned in E-TENDER.

5.6 OPERATION OF THE SYSTEM DURING WEEKENDS AND GENERAL HOLIDAYS AND CALCULATION OF CUF:

5.6.1 During grid failure, the SPV system stops generating. Any instance of grid failure needs to be mentioned in the monthly report and those instances need to be authorized by local DISCOM. Then the period will be excluded in calculation of CUF.

TIME OF COMPLETE THE INSTALLATION OF PROJECT

5.7 The Bidder shall complete the land identification, submission of Grid Connectivity Consent as per the requirement of MEDA Engineer-in-Charge design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of sanctioned project within 6 months from the date of issue of Letter of Allocation. If the reasons for delay are not attributable to the contractor, the provision of extension of time limit up to 3 months can be allowed by purchase committee. In case of delay beyond scheduled commissioning period or the allowed extension, the project will get cancelled and the total PBG would be forfeited.

5.7.1 The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.7.2 A joint programme of execution of the Work will be prepared by the Engineer-in-Charge or its representative nominated for the purpose and Successful bidders based on priority requirement of this project. This programme will take into account the time of completion mentioned in clause above and the time allowed for the priority Works by the Engineer-in-Charge.

5.7.3 Monthly/Weekly implementation programme will be drawn up by the Engineer-in-Charge jointly with the Successful bidder, based on availability of Work fronts. Successful bidder shall scrupulously adhere to these targets/programmes by deploying adequate personnel, tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements, the decision of the Engineer-in-Charge will be final and binding.

6 USER ID FOR UPDATING THE PROJECT PROGRESS ON BIWEEKLY BASIS

Successful bidder’s authorized representative, in whose name PoA has been executed and submitted along with the bid, shall be provided Password and User id for updating the project progress on biweekly basis in the sanction letter/ Letter of Allocation for the City. Successful bidder should update the info as per the requirement of the software tool. Non updating of the progress shall be considered as no progress and shall attract punitive
actions as per the relevant provision of the Contract. However, the decision of Engineer-in-Charge shall be final in this regard.

7 INSPECTION AND AUDIT BY THE GOVERNMENT

7.1 The Successful bidder shall permit MEDA to inspect the Successful bidder’s site, accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the MEDA, if so required by the MEDA any time.

8 COMMISSIONING /COMPLETION CERTIFICATE:

8.1 Application for completion/commissioning certificate: When the Successful bidder fulfils his obligation under the Contract, he shall be eligible to apply for Completion/Commissioning Certificate. The Engineer-in-Charge shall normally issue to the Successful bidder the Completion Certificate within one month after receiving any application therefore from the Successful bidder after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in Contract documents. The Successful bidder, after obtaining the Completion Certificate.

8.1.1 DOCUMENT SUBMISSION FOR ISSUANCE OF COMMISSIONING /COMPLETION CERTIFICATE:
For the purpose of above the following documents will be deemed to form the completion documents:

a. Checklist for inspection of SPV power plants as per MEDA format.

b. Project completion and satisfaction certificate from MJP’s.

8.1.2 FINAL DECISION AND FINAL CERTIFICATE:

8.1.2.1 Upon completion of 25 years of O & M and subject to the Engineer-in-Charge being satisfied, the Engineer-in-Charge shall (without prejudice to the rights of the MEDA to retain the provisions of relevant Clause hereof) issue a certificate herein referred to as the Final Certificate to that effect and the Successful bidder shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been issued by the Engineer-in-Charge notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the MJP/MEDA.

8.2 DEDUCTIONS FROM THE CONTRACT PRICE:

8.2.1 All costs, damages or expenses which MEDA may have paid or incurred, which under the provisions of the Contract, the Successful bidder is liable/will be liable, will be claimed by MEDA. All such claims shall be billed by MEDA to the Contractor within 15 (fifteen) days of the receipt of the payment request and if not paid by the Successful bidder within the said period, MEDA may, then, deduct the amount from any moneys due i.e., Performance Security or becoming due to the contractor or Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fails to satisfy MEDA of such claims.

8.3 CORRUPT OR FRAUDULENT PRACTICES
MEDA requires that Successful Bidders / Developers should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, MEDA:

8.3.1 Defines, for the purposes of this provision, the terms set forth as follows:
8.3.2 “corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bid process or in contract execution; and

8.3.3 “fraudulent practice” means a misrepresentation of facts in order to influence a bid process or the execution of a contract to the detriment of the MEDA/Govt scheme, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the MEDA of the benefits of free and open competition;

8.3.4 will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a GOVT contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government / MEDA schemes.

9 DEBARRED FROM PARTICIPATING IN MEDA’S TENDER

9.1 MEDA reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the E-TENDER, such Bidders may be debarred from participating in MEDA’s any future tender for a period as decided by the competent authority of MEDA.
PART - IV

GENERAL CONDITIONS OF CONTRACT (GCC)
1 SCOPE OF WORK

1.1 The Scope of work for the bidder include feasibility of installation in identified location for 25 years, Obtaining No Objection Certificate (NOC)" from Distribution Company (DISCOM) for grid connectivity, execution of PPA (in the prescribed format attached herewith this E-TENDER document), complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected solar PV project including Operation and Maintenance (O & M) of the project for a period of 25 years after commissioning of the projects as per MEDA’s acceptance. Refer Annexure

2 PROJECT TARIFF

2.1 Tariff of 25 years shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a “single responsibility” basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (for 25 years for RESCO), goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.

2.1.1 The tariff quoted is on lump sum turnkey basis and the bidder is responsible for the total Scope of work described at Clause 1.1 above.

2.1.2 The tariff shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

2.1.3 The tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable by MEDA. However, statutory variation of taxes and duties may be paid by the MJP.

2.1.4 The Operation & Maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period for 25 years.

2.1.5 The tariff shall be specified in sanction letter based on Successful Bidder’s quote for each project. The tariff shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted by the MEDA and incorporated into the sanction letter.

2.1.6 The Bidder shall complete the Price Bid (Format-B/Format-C/Format-D) for different States of India furnished in the E-TENDER Documents.

3 INSURANCE

3.1 The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cumerection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during O&M period, if required.

3.1.1 The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party /material
/equipment /properties during execution of the Contract. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.

4 WARRANTIES AND GUARANTEES

The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period for 25 years of projects. The successful bidder has to transfer all the Guarantees/ Warranties of the different components to the MJP of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the MJP of the project and MEDA will not be responsible in any way for any claims whatsoever on account of the above.

5 TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP

5.1 The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/ Indian Standards as detailed in the Part - VII (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

5.2 The specifications of the components should meet the technical specifications mentioned in Part - VII.

5.3 Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

6 OPERATION & MAINTENANCE (O & M) GUIDELINES TO BE MANDATORILY FOLLOWED BY BIDDERS

6.1 The bidder shall be responsible for all the required activities for successful operation and maintenance of the Solar PV system for a period of 25 years from the date of commissioning of the plant.

6.2 For system sizes above 25 kWp, below mentioned guidelines, shall be followed. In addition, O & M practices shall be strictly followed as per Annexure D.

6.2.1 O&M of Solar Power Plant shall be compliant with grid requirements to achieve committed energy generation.

6.2.2 Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.

6.2.3 Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions. It’s the responsibility of the bidder to get the modules cleaned during O & M Period. MJP is responsible for such obligation of bidder so as to achieve guaranteed CUF.
6.2.4 Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine preventive and breakdown maintenance.

6.2.5 Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required.

6.2.5.1 Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipments and materials as per manufacturer’s / supplier’s recommendations.

6.2.5.2 All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the Bidder. The testing equipments must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.

6.2.5.3 If negligence/ mal-operation on part of the Bidder’s operator results in failure of equipment, such equipment should be repaired/ replaced by the Bidder free of cost.

6.2.5.4 Co-ordination with MJP / DISCOM / CEIG as per the requirement for Joint Metering Report (JMR). The person in charge present at site from bidder’s side shall take a joint meter reading in the presence of MJP on a daily basis. Furnishing generation data (JMR) each month to MEDA/MJP positively by 1st week of every month for the previous month.

6.2.5.5 Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.

6.2.5.6 For any issues related to operation & maintenance, a toll-free number shall be made available to MJP to resolve within 72 hours. If not attended within such stipulated time, a complaint may be raised to MEDA, pursuant to which, a penalty of Rs. 10,000 for full month or more shall be imposed for a system capacity above 100 kWp.

If the outage of the plant is more than 30 days continuously, then the 50% PBG amount shall be encashed by MEDA and If the outage is exceeding more than 60 days than complete PBG amount shall be encashed by MEDA. This will be applicable till 25 years of O&M as per the Scope of the E-TENDER.

6.2.5.7 If any jobs covered in O&M Scope as per E-TENDER are not carried out by the contractor/ Bidders during the O&M period, the Engineer-In-Charge shall take appropriate action as deemed fit. MEDA reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the Bidder. Failure to adhere to above guidelines will result in penal action including debarring from participation in next tender.

7 METERING AND GRID CONNECTIVITY

Metering and grid connectivity of the Solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA (if available by the time of implementation). MEDA could facilitate connectivity; however, the entire responsibility lies with bidder only.

8 PLANT PERFORMANCE EVALUATION
The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance. Minimum CUF of 15% should be maintained for a period of 5 years for fulfilling one of the conditions for release of PBG. The bidder should send the periodic plant output details to MEDA for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

8.1 PROGRESS REPORT

The bidder shall submit the progress report monthly to MEDA in Prescribed Performa. MEDA will have the right to depute it’s representatives to ascertain the progress of contract at the premises of works of the bidder.

8.1.1 Submission of Project Completion Report (PCR)

The bidder shall submit the Project Completion Report (both in editable soft copy and signed hard copy) after commissioning of the project as per the Scope of E-TENDER to MEDA as per the Format given in Annexure L. Non-submission of the report shall be considered as “Breach of Contract” and shall attract punitive actions as per the relevant provisions of the Contract including forfeit the BG. However, the decision of Engineer - in - charge shall be final in this regard.

8.1.2 Submission of O & M Report (OMR)

The bidder shall submit the Monthly O&M Report mandatorily to MEDA as per the Format enclosed at Annexure K. Non-submission of the report shall be considered as “Breach of Contract” and shall attract punitive actions as per the relevant provisions of the Contract including forfeit the BG. However, the decision of Engineer - in - charge shall be final in this regard.

9 PROJECT INSPECTIONS

All Projects under PART-A and Part B, the project progress will be monitored by MEDA and the projects will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from MEDA or any agency/ experts designated / authorized by MEDA from time to time. MEDA shall depute a technical person(s) from its list of empanelled experts/ agencies updated from time to time for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufacturer’s facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required. The cost of Inspection shall be borne by Vendor only. The projects shall be inspected at any time during commissioning or after the completion of the project as follows:

Inspection shall be carried out by Inspecting officer(s) nominated by MEDA, MEDA officials, or from the officials of following listed agencies/bodies to be notified by MEDA on time to time.

10 NOT IN USE

11 APPLICABLE LAW
The Contract shall be interpreted in accordance with the laws of the Union of India.

12 SETTLEMENT OF DISPUTE
12.1 If any dispute of any kind whatsoever arises between MEDA and Successful bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

12.2 If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause 12.1, shall be finally settled by arbitration.

12.3 IN CASE THE CONTRACTOR IS A PUBLIC-SECTOR ENTERPRISE OR A GOVERNMENT DEPARTMENT.

12.2.1 In case the Contractor is a Public-Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

12.3 IN ALL OTHER CASES

12.3.1 In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

12.3.1.1 MEDA and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

12.3.1.2 If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

12.3.1.3 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Clause 12.4.1.1 and a substitute shall be appointed in the same manner as the original arbitrator.

12.3.1.4 Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Mumbai.
12.3.1.5 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

12.3.1.6 The arbitrator(s) shall give reasoned award.

12.3.2 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

12.3.3 Cost of arbitration shall be equally shared between the Successful bidder or Contractor and MEDA.

13 FORCE MAJEURE

13.1 “Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

(a) war, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war,

(b) rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion,

(c) earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,

13.2 Notwithstanding the provisions of clauses contained in this E-TENDER document, the contractor shall not be liable to forfeit (a) PBG for delay and (b) termination of contract, if he is unable to fulfill his obligation under this contract due to force majeure conditions.

13.3 For purpose of this clause, “Force Majeure” means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a “Force majeure” situation exists or not, shall be decided by MEDA and its decision shall be final and binding on the contractor and all other concerned.

13.4 In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, MEDA has the right to terminate the contract in which case, the PBG shall be refunded to him.

13.5 If a force majeure situation arises, the contractor shall notify MEDA in writing promptly, not later than 14 days from the date such situation arises. The contractor shall notify MEDA not later than 3 days of cessation of force majeure conditions. After examining the cases, MEDA shall decide and grant suitable additional time for the completion of the work, if required.

14 LANGUAGE

14.1 All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other date shall be in English Language. The
contract agreement and all correspondence between the MEDA and the bidder shall be in
English language.

15 OTHER CONDITIONS

15.1 The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of MEDA in writing.

15.2 The Successful bidder or its subcontractors shall not display the photographs of the work and not take advantage through publicity of the work without written permission of MEDA and MJP.

15.3 The Successful bidder or its subcontractors shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.

15.4 MEDA will not be bound by any Power of Attorney granted/issued by the Successful bidder or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by MEDA after obtaining proper legal advice, the cost of which will be chargeable to the Successful bidder concerned.

15.5 SUCCESSORS AND ASSIGNEES:

In case MEDA or Successful bidder may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

15.6 SEVERABILITY:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

15.7 COUNTERPARTS:

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

15.8 RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES:

This contract is not intended & shall not be construed to confer on any person other than the MEDA & Successful bidder hereto, any rights and / or remedies herein.

16 CORRESPONDENCE

Bidder requiring any Techno-Commercial clarification of the bid documents may contact in writing or by Fax /E Mail

General Manager
Divisional Office Mumbai,
Maharashtra Energy Development Agency
(A Government of Maharashtra Institution)
Address: 1012-A, 10th Floor, Embassy Centre, Nariman Point,
E-Tender for implementation of cumulative capacity 3658kWp Grid Connected Roof-top/ Ground Mounted Solar PV System to be installed at various existing Water Lifting & Water Treatment Plants at Maharashtra INDIA under RESCO Model

Document No. MEDA/MJP/SPV-TENDER/2019-20/R1

Mumbai - 400021, Maharashtra  
Phone No: 022 – 22876436;  
E-mail ID: - dgmmumbai@mahaurja.com

Verbal clarifications and information given by the MEDA or its employees or its Representatives shall not be in any way entertained.
PART - V

SPECIAL CONDITIONS OF CONTRACT (SCC)
1 DEFINITIONS & ABBREVIATIONS

In this “Bid / E-TENDER Document” the following words and expression will have the meaning as herein defined where the context so admits:

1.1. “Affiliate” shall mean a company that either directly or indirectly
a. controls or
b. is controlled by or
c. is under common control with a Bidding Company and “control” means MJP ship by one company of at least twenty six percent (26%) of the voting rights of the other company.

1.2. “Benchmark Cost” shall mean per kWp cost defined by MNRE in office memorandum no 318/33/2019 dated 16th July 2019 for solar power plants without battery.

1.3. "B.I.S." shall mean specifications of Bureau of Indian Standards (BIS).

1.4. “Bid/Tender” shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to this E-TENDER, in accordance with the terms and conditions hereof.

1.5. “Bidder/Bidding Company” shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company/ including its successors, executors and permitted assigns as the context may require

1.6. “Bid Bond” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 3.13, Part - II of this E-TENDER, in the prescribed Format- 3

1.7. “Bid Deadline” shall mean the last date and time for submission of Bid in response to this E-TENDER as specified in Bid Information Sheet.

1.8. “Bid Capacity” shall mean capacity offered by the bidder in his Bid under invitation.

1.9. “CEA” shall mean Central Electricity Authority.

1.10. “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

1.11. “Competent Authority” shall mean General Manager, Divisional Office Mumbai, Maharashtra Energy Development Agency himself and/or a person or group of persons nominated by DG for the mentioned purpose herein.

1.12. “Commissioning” means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in E-TENDER.

1.13. “Company” shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

1.14. “Capacity Utilization Factor” (CUF) means the ratio of the actual output from a solar plant over the year (kWh) to the maximum possible output from it for a year (kWh) under ideal conditions.
CUF = Actual Plant Output in kWh over the year / (Installed Plant Capacity in kW x 365 x 24).

Monthly CUF: Monthly Plant output in kWh / (installed plant capacity in kW x number of days in a month x 24).

1.16. “Eligibility Criteria” shall mean the Eligibility Criteria as set forth in Clause 3.3 of this E-TENDER.

1.17. “Financially Evaluated Entity” shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in Clause 3.3.3 hereof.


1.19. "kWp" shall mean Kilo-Watt Peak.

1.20. "kWh" shall mean Kilo-Watt-hour.


1.22. “Bid/Tender Capacity” shall be cumulative capacity of 3658kWp.

1.24. “Model” shall mean RESCO model which includes energy sale which shall not exceed beyond the ceiling tariff as referred in E-TENDER.

1.25. "Net-worth" shall have same meaning as defined in Company Act 2013 and Amendment, if any.

1.26. "O&M" shall mean Operation & Maintenance of 5 years for CAPEX model and 25 years for RESCO model of Solar PV system.

1.27. “Owner of project” shall mean higher project authority at MJP (including in the form of lease) and is the legal owner of all equipment of the project OR the Successful bidder who has taken the land on mutually agreed terms and conditions from the MJP and enters into a PPA with the consumer(s) for supply of solar power for at least 25 years from the date of Commissioning of project.

1.28. “Tariff” shall mean the tariff offered by the Bidder for 25 years for the Scope of work as per E-TENDER document subject to the maximum tariff of 25 years of as per E-TENDER.

1.29. “Project capacity” means Capacity in kWp.

1.30. “Performance Ratio” (PR) means “Performance Ratio” (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured.

1.31. “Parent Company” shall mean a company that holds at least Fifty percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be;

1.32. “Project Company” shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause no 3.3.1 of Part - II.

1.33. “Grid Connectivity Consent” shall mean the documents as specified in Annexure.

1.34. “Price Bid” shall mean Envelope II of the Bid, containing the Bidder’s quoted Price as per the Annexure of this E-TENDER;
1.35. “Qualified Bidder” shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Clause 3.3 of Part-II stand qualified for opening and evaluation of their Price Bid;

1.36. “E-TENDER” shall mean Request for Selection (E-TENDER) / Bid document / Tender document

1.37. “RESCO” shall mean Renewable Energy Service Companies

1.38. “RESCO model” shall mean where the bidders intend to take a land owned by some other entity on mutually agreed terms and conditions including lease agreement from MJP and enters into the PPA with MJP / DISCOM / others for supply of Solar power for 25 years at a tariff as per E-TENDER from the date of Commissioning of project.

1.39. “PPA” shall mean Power Purchase Agreement to be executed between successful bidder / project developer and MJP. Shall be executed indicating the priority for periodical payments to successful bidder. The prescribed format for execution of PPA is attached as Annexure IV to this E-TENDER.

1.40. “Solar PV” shall mean solar PV array/system installed on the Roof-top / Ground mounted system.

\[
PR = \frac{\text{Measured output in kW}}{\text{Installed Plant capacity in kW}} \times \frac{1000 \text{ W/m}^2}{\text{Measured radiation intensity in W/m}^2}
\]

1.41. “Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 / 2013 or under the provisions of any other applicable governing law.

1.42. “Project Developers” shall mean the Bidder selected by MEDA pursuant to this E-TENDER for Implementation of Grid Connected Solar PV System as per the terms of the E-TENDER Documents, and to whom Letter of Allocation has been issued;

1.43. “MEDA” shall mean Divisional Office Mumbai, Maharashtra Energy Development Agency, Mumbai (A Government of Maharashtra Institution) under MNRE.

1.44. “SNA” shall mean State Nodal Agency.

1.46. “Tendered Capacity” shall mean the capacity of solar project cumulative capacity of 3658kWp to be executed by the Successful Bidder through this bidding process as per terms and conditions specified therein.

1.47. “Ultimate Parent Company” shall mean a company which directly or indirectly owns at least twenty-six percent (26%) paid up equity capital in the Bidding Company) and/or in the Financially Evaluated Entity and such Bidding Company and /or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company.

1.48. “Wp” shall mean Watt Peak

1.48. “MJP” shall mean "Maharashtra Jeevan Pradhikaran", 4th Floor, Express Towers, Nariman Point, Mumbai, Maharashtra 400021.
PART - VI

SAMPLE FORMS & FORMATS
COVERING LETTER
(The covering letter should be on the Letter Head of the Bidding Company)

Ref. No.__________ Date: __________

From: _____________(Insert name and address of Bidding Company)

Tel.#: _____________ Fax#: _____________
E-mail address#

To
Divisional Office Mumbai,
Maharashtra Energy Development Agency
(A Government of Maharashtra Institution)
Address: 1012-A, 10th Floor, Embassy Centre, Nariman Point, Mumbai - 400021,
Maharashtra, Phone No: 022 – 22876436; E-mail ID: - dgmmumbai@mahaurja.com

Subject: Bid for “Implementation of cumulative capacity of 3658kWp Grid Connected Roof-top / Ground Mounted Solar PV System at various existing Water Lifting & Water Treatment Plants at Maharashtra India Under RESCO Model”

Dear Sir,

1. We, the undersigned…[insert name of the ‘Bidder’] having read, examined and understood in detail the E-TENDER Document for Implementation of Grid connected Solar PV System Scheme hereby submit our Bid comprising of Price Bid and Techno Commercial Bid. We confirm that neither we nor any of our Parent Company /Affiliate /Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid E-TENDER.

2. We give our unconditional acceptance to the E-TENDER, dated………………and E-TENDER Documents attached thereto, issued by Divisional Office Mumbai, Maharashtra Energy Development Agency, as amended. As a token of our acceptance to the E-TENDER Documents, the same have been initialed by us and enclosed to the Bid. We shall ensure that we execute such E-TENDER Documents as per the provisions of the E-TENDER and provisions of such E-TENDER Documents shall be binding on us.

3. Bid Capacity
We have bid for cumulative capacity of 3658kWp

4. Bid Fee / EMD
We have paid online; Tender processing fee (INR 1,18,000/-) & EMD (INR 10,00,000/-) during tendering process.

5. We have submitted our Price Bid strictly as per this E-TENDER, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

6. In case we are a Successful Bidder, we shall furnish a declaration at the time of commissioning of the Project to the affect that neither we have availed nor we shall avail in future any Incentive from MEDA for implementation of the project.
7. Acceptance
We hereby unconditionally and irrevocably agree and accept that the decision made by
Divisional Office Mumbai, Maharashtra Energy Development Agency in respect of any matter
regarding or arising out of the E-TENDER shall be binding on us. We hereby expressly waive
any and all claims in respect of Bid process. We confirm that there are no litigations or
disputes against us, which materially affect our ability to fulfill our obligations with regard to
execution of projects of capacity offered by us.

8. Familiarity with Relevant Indian Laws & Regulations
We confirm that we have studied the provisions of the relevant Indian laws and regulations as
required to enable us to submit this Bid and execute the E-TENDER Documents, in the event
of our selection as Successful Bidder. We further undertake and agree that all such factors as
mentioned in E-TENDER have been fully examined and considered while submitting the Bid.

9. Contact Person
Details of the contact person are furnished as under:
Name : …………………………………………
Designation : …………………………………………
Company : …………………………………………
Address : …………………………………………
Phone Nos. : …………………………………………
Fax Nos. : …………………………………………
E-mail address : …………………………………………

10. We are enclosing herewith the Technical Bid (Covering letter, Processing fee and EMD etc
as per clause 3.8.1.1.A of the E-TENDER and Techno- Commercial documents) (through
online) and Financial Bid (Price Bids) (through online) containing duly signed formats, each
one duly sealed separately, in one original as desired by you in the E-TENDER for your
consideration as per clause 3.8.1 of the E-TENDER.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in
the E-TENDER and subsequent communications from Maharashtra Energy Development
Agency. The information submitted in our Bid is complete, strictly as per the requirements
stipulated in the E-TENDER and is correct to the best of our knowledge and understanding.
We would be solely responsible for any errors or omissions in our Bid. We confirm that all the
terms and conditions of our Bid are valid for acceptance for a period of 6 month from the Bid
deadline. We confirm that we have not taken any deviation so as to be deemed non-
responsive.

Dated the_________day of________,20....

Thanking you,

We remain,
Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name is nominated as
Power of Attorney/Board Resolution/Declaration.
POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

(a) Power of Attorney to be provided by the Bidding Company in favor of its representative as evidence of authorized signatory’s authority.

Know all men by these presents, we ................................................................. (Name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. ...........................................(name & residential address) who is presently employed with us and holding the position of .................................................................as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for implementation of grid connected Solar PV scheme in the State _____ in response to the E-TENDER No ................................................ dated .............. issued by Divisional Office Mumbai, Maharashtra Energy Development Agency (MEDA), Mumbai including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the MEDA may require us to submit. The aforesaid Attorney is further authorized for making representations to the Maharashtra Energy Development Agency, Mumbai and providing information / responses to MEDA, Mumbai representing us in all matters before MEDA, Mumbai and generally dealing with MEDA, Mumbai in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned E-TENDER.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the E-TENDER.

Signed by the within named ................................................................. (Insert the name of the executants company) through the hand of Mr. ................................................................. duly authorized by the Board to issue such Power of Attorney Dated this ........................................... day of ......................... Accepted .................................................................

Signature of Attorney
(Name, designation and address of the Attorney)

Attested .................................................................

(Signature of the executants)
(Name, designation and address of the executants)

.................................................................

Signature and stamp of Notary of the place of execution
Common seal of ................................................................. has been affixed in my/our presence pursuant to Board of Director’s Resolution dated ..............

MAHARASHTRA ENERGY DEVELOPMENT AGENCY
(MEDA: DIVISIONAL OFFICE MUMBAI)

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WITNESS
1. ………………………………………………………………………
(Signature)
Name…………………………………………………………
Designation ………………………………………
2. ………………………………………………………………………
(Signature)
Name…………………………………………………………
Designation ………………………………………

Notes:
The mode of execution of the power of attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants and the same should be under common seal of the executants affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executants in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five Crores, should be the Managing Director / whole time director /manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executants(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executants.
DECLARATION
(The declaration letter should be on the Letter Head of the Bidding Company)

Ref. No. __________ Date: __________
From: ______________ (Insert name and address of Bidding Company)
Tel.#: ______________ Fax#: ______________
E-mail address#: ______________

To
Divisional Office Mumbai,
Maharashtra Energy Development Agency
(A Government of Maharashtra Institution)
Address: 1012-A, 10th Floor, Embassy Centre, Nariman Point, Mumbai - 400021,
Maharashtra, Phone No: 022 – 22876436; E-mail ID: - dgmmumbai@mahaurja.com

Subject: Bid for “Implementation of cumulative capacity of 3658kWp Grid Connected Roof-top
/ Ground Mounted Solar PV System at various existing Water Lifting & Water Treatment
Plants at Maharashtra India Under RESCO Model”

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the tender and
hereby convey our acceptance to the same.

2. We have no objection, if enquiries are made about the work listed by us.

3. We have not been barred or blacklisted by any Government Agency / Department / PSU or
any such competent Government authority, organization where we have worked. Further, if
any of the partners/directors of the organization /firm is blacklisted or having any criminal case
against them, our bid shall not be considered. At any later point of time, if this information is
found to be false, General Manager, Divisional Office Mumbai, Maharashtra Energy
Development Agency, may terminate the assigned contract immediately.

4. We have not been found guilty by a court of law in India for fraud, dishonesty or moral
turpitude.

5. We agree that the decision of General Manager, Divisional Office Mumbai, Maharashtra
Energy Development Agency, in selection of Bidders will be final and binding to us.

For
(Company Name)

Name of signing authority / Designation / Place / Date
**GENERAL PARTICULARS OF THE BIDDER**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Attaché copy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bidder’s Legal Name</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Firm Status: PSU / Incorporate / Ltd. / Pvt. Ltd. / LLP / Partnership / Proprietary</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Mailing address in detail with pin code no.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Official Website Address &amp; email address</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Bidder’s year of constitution</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>PAN No.</td>
<td>✔</td>
</tr>
<tr>
<td>8.</td>
<td>GST No.</td>
<td>✔</td>
</tr>
<tr>
<td>9.</td>
<td>Registration certificates under the applicable PF and labor laws.</td>
<td>✔</td>
</tr>
<tr>
<td>10.</td>
<td>Name, Designation, Contact No. &amp; Email ID of Authorized representative</td>
<td>✔</td>
</tr>
<tr>
<td></td>
<td><strong>Company Profile</strong></td>
<td>✔</td>
</tr>
<tr>
<td></td>
<td>a. Details about Directors / Management (&lt;100 words)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Details about qualified &amp; experienced staff / employees (&lt;100 words)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Skilled manpower</td>
<td></td>
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<tr>
<td></td>
<td>d. Details of operation &amp; maintenance team</td>
<td></td>
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<tr>
<td></td>
<td>e. (existing / proposed- Specifically for Mumbai, Maharashtra region)</td>
<td></td>
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<td></td>
<td>f. Experience in SPV Power Projects under RESCO model (&lt;100 words)</td>
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</tr>
<tr>
<td></td>
<td>g. Experience in other renewable / solar projects (&lt;100 words)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>h. Experience in Guarantee, Maintenance &amp; After Sales Services (Years)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i. Solar related Product Range</td>
<td></td>
</tr>
<tr>
<td></td>
<td>j. Accreditation / Special achievement, if any by Firm / Bidder</td>
<td></td>
</tr>
<tr>
<td></td>
<td>k. List of ISI, ISO, Other cert.</td>
<td></td>
</tr>
</tbody>
</table>

(Signature of Authorized Signatory)

With Stamp
Format No. – 4(a); (Shareholding certificate, if applicable)

<table>
<thead>
<tr>
<th>Name of the Equity holder</th>
<th>Type and Number of shares owned</th>
<th>% of equity holding</th>
<th>Extent of voting rights</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

(Signature of Authorized Signatory)

With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)
## DETAILS OF BANKER

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Bank</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Name of Branch / IFSC Code</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Account Name</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Account No.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Type of Account</td>
<td></td>
</tr>
</tbody>
</table>

(Note: Same details shall be provided by the participant online during tender submitting process, so that EMD will be automatically revert to un-successful bidders, on completion of tendering process for AOC)

For
(Company Name)

Name of signing authority / Designation / Place / Date
SITE VISIT REPORT LETTER  
(To be submitted on letterhead of bidder)

Ref. No._________ Date: ____________

From: ______________ (Insert name and address of Bidding Company)

Tel.#: ______________ Fax#: ______________
E-mail address#

To

Divisional Office Mumbai,
Maharashtra Energy Development Agency
(A Government of Maharashtra Institution)
Address: 1012-A, 10th Floor, Embassy Centre, Nariman Point, Mumbai - 400021,
Maharashtra, Phone No: 022 – 22876436; E-mail ID: - dgmmumbai@mahaurja.com

Subject: Bid for “Implementation of cumulative capacity of 3658kWp Grid Connected Roof-top /
Ground Mounted Solar PV System at various existing Water Lifting & Water Treatment Plants at Maharashtra India Under RESCO Model”

Dear Sir,

This has reference to above referred tender. I / We hereby declare that we have visited site.

I / We made ourselves acquainted with site conditions, approach to site, requirement of structure / land, soil conditions, availability of water, requirement of tender conditions etc.

I / We verified all details required to execute the projects as per entire scope, indicated in tender. I / We have no problems in undertaking the project and complete it in the given time period.

Thanking you

Yours faithfully,

(Signature of Bidder)

Name of bidder’s representative visited the site: ……………………………………………

Designation: …………  Contact Details: …………………
**Experience for Supply and Commissioning of Solar Photovoltaic System**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Clients Name</th>
<th>PV Solar System Capacity (kWp)</th>
<th>Model RESCO / CAPEX</th>
<th>Date of Commissioning / Present Status</th>
<th># Client’s PO attached at page No. ...</th>
<th># Client’s Certificate attached at page No. ...</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<td>2</td>
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<td>10</td>
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</tbody>
</table>

Bidder has to submit / upload supporting document i.e. copy of work orders (POs), copy of certificates received on successful commissioning & satisfactory operation of installed PV Solar System from end-user / client for minimum cumulative CAPACITY indicated under ELIGIBILITY CRITERIA

Signature of Bidder
Name
Designation
Company
Date
TENDER for implementation of cumulative capacity 3658kWp Grid Connected Roof-top / Ground Mounted Solar PV System to be installed at various existing Water Lifting & Water Treatment Plants at Maharashtra INDIA under RESCO Model

Document No. MEDA/MJP/SPV-TENDER/2019-20/R1

Format – No. 8

TURNOVER CERTIFICATE
(On C.A.’s letter head)

This is to certify that, the …………… (Name of Firm) ………………… registered as / under …………………………… having registered address ………………… and assess to income tax with Circle …, … (location) …. and holding IT PAN …………………….

Further, it is certified that, the sales / turnover of the above referred company for the last three years are as under.

| Annual Turnover Data for last 3 Years (FY 2015-16, 2016-17 & 2017-18) |
|-----------------------------|-----------------------------|-----------------------------|
| Year                       | Rupees (in Lacks)           |
| FY 2016-17                 |                             |
| FY 2017-18                 |                             |
| FY 2018-19                 |                             |
| Total                      |                             |

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Financial Data for Previous 3 Years [Rs. in Lakhs]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total Assets</td>
<td>2016-17 2017-18 2018-19</td>
</tr>
<tr>
<td>2</td>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Total Liabilities</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Long Term Loans</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Current Liabilities*</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Profits Before Taxes</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Profits After Taxes</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Net Worth [1 - 4 - 5]</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Dedicated Revolving Line of Credit</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Available Working Capital [2 -5] + [9]</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Return on Equity [6 / 8 of previous year]</td>
<td></td>
</tr>
</tbody>
</table>

Attached are copies of the audited balance sheets, including all related notes, and income statements for the any three years of FY 2015-16, 2016-17 & 2017-18, as indicated above, complying with the following conditions:
1. All such documents reflect the financial situation of the Bidder, and not sister or parent companies.
2. Historic financial statements must be audited by a certified accountant.
3. Historic financial statements must be complete, including all notes to the financial statements.
4. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
5. As per International Accounting, Current Liabilities shall include loan and other repayments due within one year.

We have verified the books of accounts, records and other relevant documents. This certificate has been issued on the basis of data / information produced before us and on the request by the client.

For, (Name of C.A. Firm)  

Name of signing authority (C.A.)

Place:  
Date:  

Note: Bidders to submit scanned copy of IT returns for last three financial years, supporting with summery of balance sheet / auditor’s report, along with above CA Certificate.
### DETAILS OF PROPOSED SYSTEM

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Technical specification for solar photovoltaic module</td>
<td>Make</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Unit Capacity</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Qty.</td>
</tr>
<tr>
<td>2.</td>
<td>Technical specification for Junction boxes</td>
<td>Make</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Unit Capacity</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Qty.</td>
</tr>
<tr>
<td>3.</td>
<td>Technical specification for Inverter / Controller</td>
<td>Make</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Unit Capacity</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Qty.</td>
</tr>
<tr>
<td>4.</td>
<td>Cables DC Side</td>
<td>Make</td>
</tr>
<tr>
<td>5.</td>
<td>Cables AC Side</td>
<td>Make</td>
</tr>
<tr>
<td>6.</td>
<td>Remote monitoring system</td>
<td>Make</td>
</tr>
<tr>
<td>7.</td>
<td>Weather monitoring system</td>
<td>Make</td>
</tr>
<tr>
<td>8.</td>
<td>Lighting arrestor</td>
<td>Make</td>
</tr>
<tr>
<td>9.</td>
<td>Earthing system</td>
<td>Make</td>
</tr>
<tr>
<td>10.</td>
<td>Net-meter (Shall be DISCOM approved)</td>
<td>Make</td>
</tr>
<tr>
<td>11.</td>
<td>Assured Power Generation in units at (AC) end (for this site’s specific conditions): i)During peak hour, ii)Min. total for 1st year, iii)2nd year, iv)3rd year, v)4th year, vi)5th year, vii)10th year, viii)15th year, ix)20th year and Min. total for x)25th year</td>
<td>i) vi)</td>
</tr>
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<td></td>
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<td>ii) vii)</td>
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<td>iii) viii)</td>
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<td>iv)</td>
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<td>v)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>x)</td>
</tr>
<tr>
<td>12.</td>
<td>Other Technical specifications OR Special information, if any</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Attach copies of the necessary Certificate / Technical brochure / etc..</td>
<td></td>
</tr>
</tbody>
</table>
FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer’) submitting the response to E-TENDER inter alia for selection of the Project under RESCO of cumulative capacity of 3658kWp, at ............ in response to the E-TENDER no.................. dated............ issued by Divisisonal Office Mumbai, Maharashtra Energy Development Agency (hereinafter referred to as MEDA) and MEDA considering such response to the E-TENDER of .........[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of allocation No ------- to (Insert Name of selected Solar Power Developer) as per terms of E-TENDER and the same having been accepted by the selected SPD or a Project Company, M/s ------------ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable. As per the terms of the E-TENDER, the ______[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MEDA at [Insert Name of the Place from the address of the MEDA] forthwith on demand in writing from MEDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees------- [Total Value] only, on behalf of M/s __________[Insert name of the selected Solar Power Developer / Project Company]

This guarantee shall be valid and binding on this Bank up to and including…………… and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. __________

Our Guarantee shall remain in force until .................MEDA shall be entitled to invoke this Guarantee till ............

The Guarantor Bank hereby agrees and acknowledges that MEDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MEDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MEDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----------[Insert name of the selected bidder]. The Guarantor Bank shall not require MEDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MEDA in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly MEDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company, to make any claim against or any demand on the Successful bidder or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by MEDA or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

Notwithstanding anything contained hereinafore, our liability under this Guarantee is restricted to INR______________ (Indian Rupees ______________ only) and it shall remain in force until ______________. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MEDA serves upon us a written claim or demand.

Signature______________________
Name__________________________
Power of Attorney No.______________
For
[Insert Name of the Bank]

Banker’s Stamp and Full Address.

Dated this _____ day of ____, 20__

Witness:

1. ______________________________
Signature
Name and Address

2. ______________________________
Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

2. The Performance Bank Guarantee (PBG) shall be executed by any of the Nationalized Bank from the List of Banks enclosed as bellow.
PART - VI

SCOPE OF WORK & TECHNICAL SPECIFICATION
SCOPE OF WORK: Site survey, apply & obtain applicable NoCs, Consents, approvals from concern Government authorities / departments / DISCOM, design engineering, supply, installation, testing, commissioning of cumulative capacity of 3658kWp grid connected Solar Power Generation system, operate & supply desire capacity of electric power as per the terms & conditions indicated in power purchase agreement (PPA)

TECHNICAL SPECIFICATIONS: The proposed projects shall be commissioned as per the technical specifications given below. Any shortcomings will lead to forfeit the BG by MEDA. Domestic Modules are to be used failing which it will be assumed that system is not matching the requirement of the scheme and bidder’s PBG shall be forfeited. Competent Authority’s decision will be final and binding on the bidder.

1 DEFINITION

A Grid Connected Solar Photo Voltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables, Junction boxes, Distribution boxes and switches. PV Array is mounted on a suitable structure. Grid Connected SPV system is without battery and should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable. Solar PV system shall consist of following equipments/components.

- Solar PV modules consisting of required number of Crystalline PV cells.
- Grid interactive Power Conditioning Unit with Remote Monitoring System
- Mounting structures
- Junction Boxes.
- Earthing and lightning protections.
- IR/UV protected PVC Cables, pipes and accessories

1.1 SOLAR PHOTOVOLTAIC MODULES:

1.1.1 The PV modules should have high efficiency, manufactured at fully automated plant.

1.1.2 The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1 - requirements for construction & Part 2 - requirements for testing, for safety qualification or equivalent IS.

a) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

b) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 300 Wp and above wattage. Module capacity less than minimum 300 watts shall not be accepted.

c) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.

d) PV modules must be tested and approved by one of the IEC authorized test centers.

e) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
f) The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. MEDA/MJPs shall allow only minor changes at the time of execution.

g) Other general requirement for the PV modules and subsystems shall be the Following:

I. The rated output power of any supplied module shall have tolerance within +/- 3%.

II. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.

III. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.

IV. I-V curves at STC should be provided by bidder.

Solar PV modules
Plants installed in high dust geographies like Rajasthan and Gujarat must have the solar modules tested with relevant dust standards (Applicable standard would be IEC 60068-2-68).

1.1.3 Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module. This should be inside the laminate only.

a) Name of the manufacturer of the PV module  
b) Name of the manufacturer of Solar Cells.  
c) Month & year of the manufacture (separate for solar cells and modules)  
d) Country of origin (separately for solar cells and module)  
e) I-V curve for the module Wattage, Im, Vm and FF for the module  
f) Unique Serial No and Model No of the module  
g) Date and year of obtaining IEC PV module qualification certificate.  
h) Name of the test lab issuing IEC certificate.  
i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

1.1.4 Warranties:

a) Material Warranty:  
i. Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")  
ii. Defects and/or failures due to manufacturing  
iii. Defects and/or failures due to quality of materials  
iv. Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the MJPs sole option

b) Performance Warranty:  
i. The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25 year period and not more than 10% after ten years period of the full rated original output.

1.2 ARRAY STRUCTURE
E-Tender for implementation of cumulative capacity 3658kWp Grid Connected Roof-top/ Ground Mounted Solar PV System to be installed at various existing Water Lifting & Water Treatment Plants at Maharashtra INDIA under RESCO Model

Document No. MEDA/MJP/SPV-TENDER/2019-20/R1

a) Hot dip galvanized (min 80μm)MS mounting structures may be used for mounting the modules/ panels/ arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.

b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (like Mumbai-wind speed of 150 kM/hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to MEDA. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.

c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.

d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used which can withstand the wind speed of respective wind zone. Protection towards rusting needs to be provided either by coating or anodization.

e) Aluminium frames should be avoided for installations in coastal areas.

f) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels

g) Regarding civil structures the bidder need to take care of the load bearing capacity of the land and need arrange suitable structures based on the quality of land.

h) The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m2.

i) The minimum clearance of the structure from the land level should be 300 mm.

1.3 JUNCTION BOXES (JBs)

a) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium /cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JBs shall be such that input & output termination can be made through suitable cable glands.

b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads Conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single/ double compression cable glands, Provision of earthings. It should be placed at 5 feet height or above for ease of accessibility.

c) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.

d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.
e) All fuses shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers.

1.4 DC DISTRIBUTION BOARD:

a) DC Distribution panel to receive the DC output from the array field.

b) DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

1.5 AC DISTRIBUTION PANEL BOARD:

a) AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid Connected mode.

b) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.

c) The changeover switches, cabling work should be undertaken by the bidder as part of the project.

d) All the Panel’s shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz

e) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.

f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.

g) Should conform to Indian Electricity Act and rules (till last amendment).

h) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

<table>
<thead>
<tr>
<th>Variation in supply voltage</th>
<th>+/- 10 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Variation in supply frequency</td>
<td>+/- 5 Hz</td>
</tr>
</tbody>
</table>

1.6 PCU/ARRAY SIZE RATIO:

a) The combined wattage of all inverters should not be less than rated capacity of power plant under STC.

b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

1.7 PCU/ Inverter:

As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the “Power Conditioning Unit (PCU)”. In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar
PV array & the Inverter, to the power conditioning unit/inverter should also be DG set interactive, if necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

<table>
<thead>
<tr>
<th>Switching devices</th>
<th>I G B T/MOSFET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Control</td>
<td>Microprocessor /DSP</td>
</tr>
<tr>
<td>Nominal AC output voltage and frequency</td>
<td>415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)</td>
</tr>
<tr>
<td>Output frequency</td>
<td>50 Hz</td>
</tr>
<tr>
<td>Grid Frequency Synchronization range</td>
<td>+/- 5 Hz</td>
</tr>
<tr>
<td>Ambient temperature considered</td>
<td>-20º C to 50 º C</td>
</tr>
<tr>
<td>Humidity</td>
<td>95 % Non-condensing</td>
</tr>
<tr>
<td>Protection of Enclosure</td>
<td>IP-20(Minimum) for indoor</td>
</tr>
<tr>
<td>Grid Frequency Tolerance range</td>
<td>+/- 5 Hz</td>
</tr>
<tr>
<td>Grid Voltage tolerance</td>
<td>-0.20.15</td>
</tr>
<tr>
<td>No-load losses</td>
<td>Less than 1% of rated power</td>
</tr>
<tr>
<td>Inverter efficiency (minimum)</td>
<td>&gt;93% (In case of 10 kW or above with in-built galvanic isolation)</td>
</tr>
<tr>
<td></td>
<td>&gt;97% (In case of 10 kW or above without inbuilt galvanic isolation)</td>
</tr>
<tr>
<td>Inverter efficiency (minimum)</td>
<td>&gt; 90% (In case of less than 10 kW)</td>
</tr>
<tr>
<td>THD</td>
<td>&lt; 3%</td>
</tr>
<tr>
<td>PF</td>
<td>&gt; 0.9</td>
</tr>
</tbody>
</table>

a) Three phase PCU/ inverter shall be used with each power plant system (10kW and/or above) but in case of less than 10kW single phase inverter can be used.

b) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.

c) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.

d) Built-in meter and data logger to monitor plant performance through external computer shall be provided.

e) Anti-islanding (Protection against Islanding of grid): The PCU shall have anti islanding protection in conformity to IEEE 1547/UL 1741/ IEC 62116 or equivalent BIS standard.

f) Successful Bidders shall be responsible for galvanic isolation of solar power plant (>100kW) with electrical grid or LT panel.

g) In PCU/Inverter, there shall be a direct current isolation provided at the output by means of a suitable isolating transformer. If Isolation Transformer is not incorporated with PCU/Inverter, there shall be a separate Isolation Transformer of suitable rating provided at the output side of PCU/PCU units for capacity more than 100 kW.

h) The PCU/ inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services...
should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.

i) The power conditioning units / inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2 (1,2,14,30)/ Equivalent BIS Std.

j) The MPPT units environmental testing should qualify IEC 60068-2 (1, 2, 14, 30)/ Equivalent BIS std. The junction boxes/ enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.

k) The PCU/ inverters should be tested from the MNRE approved test centres/ NABL/ BIS/ IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

2 INTEGRATION OF PV POWER WITH GRID:

The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service, PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

3 DATA ACQUISITION SYSTEM / PLANT MONITORING

i. Data Acquisition System shall be provided.

ii. Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.

iii. Solar Irradiance: An integrating Pyranometer / Solar cell based irradiation sensor (along with calibration certificate) provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system.

iv. Temperature: Temperature probes for recording the Solar panel temperature and/or ambient temperature to be provided complete with readouts integrated with the data logging system.

v. The following parameters are accessible via the operating interface display in real time separately for solar power plant:
   a. AC Voltage.
   b. AC Output current.
   c. Output Power
   d. Power factor.
   e. DC Input Voltage.
   f. DC Input Current.
   g. Time Active.
   h. Time disabled.
   i. Time Idle.
   j. Power produced
   k. Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage.
vi. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.

vii. PV array energy production: Digital Energy Meters to log the actual value of AC/DC voltage, Current & Energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class.

viii. Computerized DC String/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.

ix. String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.

x. Computerized AC energy monitoring shall be in addition to the digital AC energy meter.

xi. The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.

xii. All instantaneous data shall be shown on the computer screen.

xiii. Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.

xiv. Provision for instantaneous Internet monitoring and download of historical data shall be also incorporated.

xv. Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants and the data of the solar radiation and temperature monitoring system.

xvi. Ambient / Solar PV module back surface temperature shall be also monitored on continuous basis.

xvii. Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided.

xviii. Remote Monitoring and data acquisition through Remote Monitoring System software at the MJP / MEDA location with latest software/hardware configuration and service connectivity for online / real time data monitoring / control complete to be supplied and operation and maintenance / control to be ensured by the bidder.

xix. The bidders shall be obligated to push real-time plant monitoring data on a specified intervals (say 15 minute) through open protocol at reciever location (cloud server) in XML/JSON format, preferably. Suitable provision in this regard will be intimated to the bidders.

4 TRANSFORMER “IF REQUIRED” & METERING:

a) Dry/oil type relevant kVA, 11kV/415V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work.
b) The bidirectional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy.

c) The bidder must take approval/NOC from the Concerned DISCOM for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to MEDA before commissioning of SPV plant.

d) Reverse power relay shall be provided by bidder (if necessary), as per the local DISCOM requirement.

5 POWER CONSUMPTION:

a) Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid. Finalization of tariff is not under the purview of MEDA or MNRE. Decisions of appropriate authority like DISCOM, state regulator may be followed.

6 PROTECTIONS

The system should be provided with all necessary protections like earthing, Lightning, and grid islanding as follows:

6.1 LIGHTNING PROTECTION

a) The SPV power plants shall be provided with lightning &overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per NFC 17-102:2011 standard. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

6.2 SURGE PROTECTION

a) Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and –ve terminals to earth (via Y arrangement).

6.3 EARTHING PROTECTION

a) Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition the lighting arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/MEDA as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.

b) Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

6.4 GRID ISLANDING:

a) In the event of a power failure on the electric grid, it is required that any independent power producing inverters attached to the grid turn off in a short period of time. This prevents the DC to- AC inverters from continuing to feed power into small sections of the grid, known as “Islands.” Powered Islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid- Connected equipment. The PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.
b) A manual disconnect 4-pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

7 CABLES
Cables of appropriate size to be used in the system shall have the following characteristics:

i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards

ii. Temp. Range: –10ºC to +80ºC

iii. Voltage rating 660/1000V

iv. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation

v. Flexible

vi. Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum (2%)

vii. For the DC cabling, XLPE or, XLPO insulated and sheathed, UV-stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used.

viii. For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multistranded flexible copper cables shall be used; Outdoor AC cables shall have a UV-stabilized outer sheath.

ix. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use. Outer sheath of cables shall be electron beam cross-linked XLPO type and black in colour.

x. The DC cables from the SPV module array shall run through a UV-stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm.

xi. Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers

xii. All cables and conduit pipes shall be lay down in trench enclosed in HDP pipes; & in clamped to the walls and ceilings with thermoplastic clamps at intervals not exceeding 50 cm; the minimum DC cable size shall be 4.0 mm² copper; the minimum AC cable size shall be 4.0 mm² copper. In three phase systems, the size of the neutral wire size shall be equal to the size of the phase wires.

xiii. Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified. In addition, cable drum no. / Batch no. to be embossed/ printed at every one meter.

xiv. Cable Jacket should also be electron beam cross-linked XLPO, flame retardant, UV resistant and black in colour.

xv. All cables and connectors for use for installation of solar field must be of solar grade which
can withstand harsh environment conditions including High temperatures, UV radiation, rain, humidity, dirt, salt, burial and attack by moss and microbes for 25 years and voltages as per latest IEC standards. DC cables used from solar modules to array junction box shall be solar grade copper (Cu) with XLPO insulation and rated for 1.1kV as per relevant standards only.

xvi. The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant shall be provided by the bidder. Any change in cabling sizes if desired by the bidder shall be approved after citing appropriate reasons. All cable schedules/ layout drawings shall be approved prior to installation.

xvii. Multi Strand, Annealed high conductivity copper conductor PVC type ‘A’ pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BoS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.

xviii. The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%.

xix. The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%.

8 CONNECTIVITY

The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have been suggested for selection of voltage level in the distribution system for ready reference of the solar suppliers.

<table>
<thead>
<tr>
<th>Plant Capacity</th>
<th>Connecting voltage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 10 kW</td>
<td>240V-single phase or 415V-three phase at the option of the consumer</td>
</tr>
<tr>
<td>Above 10kW and up to 100 kW</td>
<td>415V – three phase</td>
</tr>
<tr>
<td>Above 100kW</td>
<td>At HT/EHT level (11kV/33kV/66kV) as per DISCOM rules</td>
</tr>
</tbody>
</table>

a) The maximum permissible capacity for solar project shall be 1 MW for a single net metering point.

b) Utilities may have voltage levels other than above, DISCOMS may be consulted before finalization of the voltage level and specification be made accordingly.

c) For large PV system (Above 100 kW) for commercial installation having large load, the solar power can be generated at low voltage levels and stepped up to 11 kV level through the step up transformer. The transformers and associated switchgear would require to be provided by the SPV bidders.

9 TOOLS & TACKLES AND SPARES:

a) After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the bidder for maintenance purpose. List of tools and tackles to be supplied by the bidder for approval of specifications and make from MEDA/ MJP.
b) A list of requisite spares in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes. Fuses, MOVs / arrestors, MCCBs etc along with spare set of PV modules be indicated, which shall be supplied along with the equipment. A minimum set of spares shall be maintained in the plant itself for the entire period of warranty and Operation & Maintenance which upon its use shall be replenished.

10 DANGER BOARDS AND SIGNAGES:

a) Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date. Three signage shall be provided one each at battery –cum- control room, solar array area and main entry from administrative block. Text of the signage may be finalized in consultation with MEDA/ MJP.

11 FIRE EXTINGUISHERS:
The firefighting system for the proposed power plant for fire protection shall be consisting of:

a) Portable fire extinguishers in the control room for fire caused by electrical short circuits
b) Sand buckets in the control room
c) The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as at the site where the PV arrays have been installed.

12 DRAWINGS & MANUALS:

a) Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.
b) Approved ISI and reputed makes for equipment be used.
c) For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to MEDA/MJPs before progressing with the installation work.

13 PLANNING AND DESIGNING:

a) The bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labor. The bidder should submit the array layout drawings along with Shadow Analysis Report to MEDA/MJP for approval.
b) MEDA reserves the right to modify the landscaping design, Layout and specification of subsystems and components at any stage as per local site conditions/requirements.
c) The bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The bidder submit three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

14 DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT

a) The Contractor shall furnish the following drawings Award/Intent and obtain approval
b) General arrangement and dimensioned layout
c) Schematic drawing showing the requirement of SV panel, Power conditioning Unit(s)/inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.
d) Structural drawing along with foundation details for the structure.
e) Itemized bill of material for complete SV plant covering all the components and associated accessories.
f) Layout of solar Power Array
g) Shadow analysis of the land

15 SOLAR PV SYSTEM ON THE LAND FOR MEETING THE ANNUAL ENERGY REQUIREMENT
The Solar PV system on the land of the selected buildings will be installed for meeting upto 90% of the annual energy requirements depending upon the area of land available and the remaining energy requirement of the office buildings will be met by drawing power from grid at commercial tariff of DISCOMs.

16 SAFETY MEASURES:
The bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

17 DISPLAY BOARD
The bidder has to display a board at the project site (above 25 kWp) mentioning the following:
a. Plant Name, Capacity, Location, Date of commissioning, estimated Power generation.
b. Financial Assistance details from MEDA/MNRE/Any other financial institution apart from loan. This information shall not be limited to project site but also be displayed at site offices/head quarter offices of the successful bidder
c. The size and type of board and display shall be approved by Engineer-in-charge before site inspection.

Please refer below Annexure for IEC standards to be mandatorily adhered.
Annexure

QUALITY CERTIFICATION, STANDARDS AND TESTING

Quality certification and standards for grid-connected solar PV systems are essential for the successful mass-scale implementation of this technology. It is also imperative to put in place an efficient and rigorous monitoring mechanism, adherence to these standards. Hence, all components of grid-connected solar PV system/plant must conform to the relevant standards and certifications given below:

### Solar PV Modules/panels

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IEC 61215/IS 14286</td>
<td>Design Qualification and Type Approval for Crystalline Silicon Terrestrial Photovoltaic (PV) Modules</td>
</tr>
<tr>
<td>IEC 61701</td>
<td>Salt Mist Corrosion Testing of Photovoltaic (PV) Modules</td>
</tr>
<tr>
<td>IEC 61853-Part 1 /IS 16170: Part 1</td>
<td>Photovoltaic (PV) module performance testing and energy rating —: Irradiance and temperature performance measurements, and power rating</td>
</tr>
<tr>
<td>IEC 62716</td>
<td>Photovoltaic (PV) Modules – Ammonia (NH3) Corrosion Testing (As per the site condition like dairies, toilets)</td>
</tr>
<tr>
<td>IEC 61730-1,2</td>
<td>Photovoltaic (PV) Module Safety Qualification – Part 1: Requirements for Construction, Part 2: Requirements for Testing</td>
</tr>
</tbody>
</table>

### Solar PV Inverters

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IEC/IS 61683 (as applicable)</td>
<td>Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% &amp; 90-100% Loading Conditions)</td>
</tr>
<tr>
<td>IEC 62116/UL1741/IEEE 1547 (as applicable)</td>
<td>Utility-interconnected Photovoltaic Inverters - Test Procedure of Islanding Prevention Measures</td>
</tr>
<tr>
<td>IEC 60255-27</td>
<td>Measuring relays and protection equipment – Part 27: Product safety requirements</td>
</tr>
<tr>
<td>IEC 60068-2 / IEC 62093 (as applicable)</td>
<td>Environmental Testing of PV System – Power Conditioners and Inverters</td>
</tr>
</tbody>
</table>

### Fuses

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IEC 60269-6</td>
<td>Low-voltage fuses - Part 6: Supplementary requirements for fuse-links</td>
</tr>
</tbody>
</table>
**Surge Arrestors**

- BFC 17 -102: 2011: Lightening Protection Standard
- IEC 61643- 11: 2011: Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods

**Cables**

- IEC 60227 /IS694, IEC 60502 /IS1554 (Part 1 & 2) / IEC 69947 (as applicable): General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)
- BS EN 50618: Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables

**Earthing /Lightning**

- IEC 62561 Series (Chemical earthing) (as applicable):
  - IEC 62561-1: Lightning protection system components (LPSC) - Part 1: Requirements for connection components
  - IEC 62561-2: Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes
  - IEC 62561-7: Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds

**Junction Boxes**

- IEC 60529: Junction boxes and solar panel terminal boxes shall be of the thermo-plastic type with IP 65 protection for outdoor use, and IP 54 protection for indoor use

**Energy Meter**

- IS 16444 or as specified by the DISCOMs: A.C. Static direct connected watt-hour Smart Meter Class 1 and 2 — Specification (with Import & Export/Net energy measurements)

**Solar PV Roof-top / Ground Mounting Structure**

- IS 2062/ IS 4759: Material for the structure mounting

**Note:** Equivalent standards may be used for different system components of the plants.
Annexure - I

Price Bid (Format B)
**PRICE BID**

e-Tender For

Implementation Of cumulative capacity of 3658kWp Grid Connected Roof-top / Ground Mounted Solar PV System at various existing Water Lifting & Water Treatment Plants at Maharashtra India

Under Resco Model

Document No. MEDA/MJP/SPV-TENDER/2019-20/R1

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Offered Price per unit (inclusive of all taxes applicable if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site survey, apply &amp; obtain applicable NoCs, Consents, approvals from concern Government authorities / departments / DISCOM, design engineering, supply, installation, testing, commissioning of cumulative capacity of 3658kWp grid connected Solar Power Generation system, operate &amp; supply desire capacity of electric power as per the terms &amp; conditions indicated in power purchase agreement (PPA)</td>
<td></td>
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</tbody>
</table>
Annexure - II

Details of Proposed Project Sites
Maharashtra Jeevan Pradhikaran (MJP)  
Maharashtra Water Supply and Sewerage Board (MWSSB) was established as per MWSSB Act 1976 for Rapid development and proper regularization of water supply and sewerage services in the State. MWSSB was subsequently named as Maharashtra Jeevan Pradhikaran in 1997. It is proposed to implementation of cumulative capacity 3658kWp Grid Connected Roof-top / Ground Mounted Solar PV System to be installed & operated by MJP at various existing Water Lifting & Water Treatment Plants at Maharashtra INDIA under RESCO Model. 

Interested qualifying bidders to visit the proposed sites, so as to have more techno-commercial details, if required, necessarily before uploading / submitting their bids.

### MAHARASHTRA JEEVAN PRADHIKARAN

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

<table>
<thead>
<tr>
<th>Sr.no</th>
<th>Name of scheme</th>
<th>Dist.</th>
<th>Location H/W or WTP</th>
<th>Working Load in kW</th>
<th>Proposed capacity of solar plant kWp</th>
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**Total kWp**: 3658
Annexure - III

Model PPA Agreement
MODEL POWER PURCHASE AGREEMENT (PPA)

BETWEEN

CONTRACTOR AND GOVT. ORGANIZATION, PSU AND OFFICES

FOR

DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING INCLUDING WARRANTY, OPERATION & MAINTENANCE OF GRID CONNECTED SOLAR PHOTOVOLTAIC AND SMALL SOLAR POWER PLANTS IN RESCO MODEL
This Power Purchase Agreement (PPA) is executed on ______(date), ______(month), ______(year) at <location> between ______ Authorized representative of Purchaser <i.e. Government Organization, PSU and Offices > (detail address), (hereinafter referred to as —Purchaser ) AND M/s (Name of Power Producer) (CIN No.__________), a company incorporated under the Companies Act, 1956/2013 having its registered office at __________(detail address) (hereinafter referred to as —Power Producer which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns). The Purchaser and Power Producer are each individually referred to as a —Party and collectively as the —Parties.

WHEREAS:

A. The Power Producer has been notified as successful bidder by <Name of Expert PSU> for —Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of kWp Solar PV System at (building name) (Project) and as per competitive bidding under E-TENDER No_________ dated ________

B. The Power Producer is engaged in the business of design, supply, erection, testing, commissioning, operating and maintenance power plants, including grid connected solar power projects.

C. The Power Producer has agreed to install and operate a solar photovoltaic power plant of kWp capacity at the Premises after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.

D. The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the mutual promises, conditions and covenants set forth herein, the Parties hereby agree as below:

1. Definitions and Interpretation

Definitions

In addition to other capitalized terms specifically defined elsewhere in the Agreement or unless the context otherwise requires the following words and phrases shall be defined as follows:

(a) —Actual Monthly Production means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2.

(b) —Affiliate means with respect to any specified Person, any other Person, directly or indirectly controlling, controlled by or under common control with such specified Person).

(c) —Agreement means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.

(d) —Applicable Law means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority.

(e) —Business Day means any day other than Sunday or any other day on which banks in < name of the State> are required or authorized by Applicable Law to be closed for business.
(f) — Commercial Operation Date has the meaning set forth in Section 4.3(b).

(g) — Consents, Clearances and Permits shall mean all authorization, 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.

(h) — Deemed Generation has the meaning set forth in Section 5.3 (c).

(i) — Delivery Point shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser.

(j) — Dispute has the meaning set forth in Section 17.7 (b).

(k) — Designated Account means:

(i) Where there is no Financing Party, the account designated by the Power Producer from time to time; and
(ii) Where there is a Financing Party, the account established by the Power Producer at the instance of such Financing Party for the deposit of the cash flows and receivables of the Power Producer, as intimated to the Purchaser by such Financing Party.

(l) — Disruption Period has the meaning set forth in Section 5.3 (c).

(m) — Distribution Utility means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

(n) — Due Date has the meaning set forth in Section 7.4.

(o) — Effective Date has the meaning set forth in Section 2.

(p) — Estimated Remaining Payments means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by the Power Producer in accordance with Section 7.1.

(q) — Expiration Date means the date on which the Agreement terminates by reason of expiration of the Term.

(r) — Financing Party means any Person who has made or will make a loan to or otherwise provide financing to the Power Producer (or an Affiliate of the Power Producer) with respect to the System.

(s) — Force Majeure Event has the meaning set forth in Section 11.1.

(t) — Governmental Approval means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.

(u) — Governmental Authority means any central, state, regional, district, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.
(v) —**Indemnified Persons** means the Purchaser Indemnified Parties or the Power Producer Indemnified Parties, as the context requires.

(w) —**Insolvency Event** means with respect to a Party, that either

(i) Such party has (A) applied for or consented to the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to perform them.

(x) —**Installation Work** means the construction and installation of the System and the Start-up, testing and acceptance (but not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises.

(y) —**Invoice Date** has the meaning set forth in Section 7.2.

(z) —**Losses** means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity obligation). —**Main Metering System** means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery Point for measuring and recorded the delivery and receipt of energy.

(aa) —**Metering Date** means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date.

(bb) —**Party** or Parties has the meaning set forth in the preamble to this Agreement.

(cc) —**Performance Ratio** (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. PR=(Measured output in kW / Installed plant capacity in kW * 1000 W/m² / Measured radiation intensity in W/m²).

(dd) —**Person** means an individual, partnership, corporation, Limited Liability Company, business trust, Joint Stock Company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

(ee) —**Power Producer Default** has the meaning set forth in Section 12.1 (a).

(ff) —**Power Producer Indemnified Parties** has the meaning set forth in Section 16.2.

(gg) —**Premises** means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirely of any and underlying real property located at the address described in Schedule 1 to this Agreement.
(hh) — **Purchase Date** means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.

(ii) — **Purchase Price** means the price payable by Power Purchaser to the Power Producer under the circumstances described in Section 3.2, which shall be the price detailed in Schedule III to this Agreement.

(jj) — **Purchaser Default** has the meaning set forth in Section 12.2 (a).

(kk) — **Purchaser Indemnified Parties** has the meaning set forth in Section 16.1.

(ll) — **Representative** has the meaning forth in Section 15.1.

(mm) — **Scheduled Complete Date** has the meaning set forth in Section 4.1(g).

(nn) — **Security Interest** means any form of mortgage, lien, pledge, assignment by way of security, charge, hypothecation, security interest, title retention or any other security agreement or arrangement having the effect of conferring security.

(oo) — **Selectee** means, a new company (i) proposed by the Financing Parties pursuant to Section 12.1(b)(ii) read with Schedule VII hereof and approved by the Purchaser or (ii) proposed by the Purchaser in accordance with to Section 12.1(b)(ii) read with Schedule VII hereof and approved by the Financing Parties, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in accordance with the terms and conditions contained in the said Schedule.

(pp) — **Solar Power** means the supply of electrical energy output from the System.

(qq) — **Solar Power Payment** has the meaning set forth in Section 7.1.

(rr) — **System** includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.

(ss) — **System Operations** means the Power Producer’s operation, maintenance and repair of the System performed in accordance the requirement herein.

(tt) — **Tariff** means the price per kWh set forth in Schedule II hereto.

(uu) — **Term** has the meaning set forth in Section 3.1.

**Interpretation**

(a) Unless otherwise stated, all references made, in this Agreement to — **Sections**, — **Clauses** and — **Schedules** shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.

(b) In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words — *include*, — *includes*, and — *including* mean include, includes and including — *without limitation* and (iii) the words — *hereof*, — *hereto*, — *herein* and — *hereunder* and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

2. **Effective Date**
This Agreement shall be effective on the day that falls one Business Day after the date of signing of this Agreement.

3. Terms and Termination

Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operation Date (the —Term ), unless and until terminated earlier pursuant to the provisions of the Agreement. Apart from as otherwise provided for under this Agreement, after the full Term of twenty five (25) years from the Commercial Operation Date, the ownership of the System shall be transferred to the Purchaser free of cost.

Purchase Option/ Purchase Obligation

So long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase Price. To exercise its purchase option, the Purchaser shall not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power, Producer of Purchaser's intent to exercise its option to purchase the System on such purchase date: In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable Purchase Price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser, provided that where there is any Financing Party, the applicable Purchase Price shall be payable only into the Designated Account. Upon execution of the documents and payment of the applicable Purchase Price in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer its operations and maintenance (—O&M ) services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

Conditions of the Agreement prior to installation

In the event that any of the following events or circumstances occur prior to commencement of Installation Work, the Power Producer may terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There has been a material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install the System at the Premises.

(b) The Power Producer has determined that there are easements, Capacity Cost Recovery (CCRs) or other Security Interest that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c).

(c) There exist site conditions (including environmental conditions) or construction requirements that were not known prior to the signing of the Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.
Provided that nothing in this clause shall restrict or excuse the Purchaser’s liability for any breach of its obligations under Section 8.3 of this Agreement.

Provided further that any termination pursuant to Section 3.4(c) above shall be subject to prior consent of the Financing Parties.


Installation Work
(a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with E-TENDER No dated: and the sanction letter issued by <NAME OF EXPERT PSU>. The Power Producer shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.

(b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

(c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of kWp. Power Producer may, with the prior consent of the Financing Parties, construct a System of smaller size if it receives only part approval of government subsidies or for any other material commercial reason, as mutually agreed between the Parties in writing. In the event a System of smaller capacity is eventually agreed to be installed, the clauses pertaining to Purchase Price as set out under this Agreement shall be adjusted proportionately as per mutual agreement between the Parties in writing.

(d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.

(c) Carry out any other modification of the Premises without the written consent of the Purchaser.

(f) The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.

(e) The Power Producer shall, within fifteen (15) working days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval (―Shop Drawings‖). The drawings will have to be approved from the Power Purchaser within 3 working days from the submission of the drawings. If the Purchaser has any objection/recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) working days of the date of submission of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld. Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within the scheduled completion period from the Effective Date (―Scheduled Completion Date‖). Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.

(f) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchaser Default) or on account of a Purchaser Act, the Power Producer or its contractor shall pay to <NAME OF EXPERT PSU> genuine pre-estimated liquidated damages for
the delay in such commencement of supply of Solar Power as per the clause of the <NAME OF EXPERT PSU> E-TENDER appended as Schedule VI format as per respective E-TENDER document to this Agreement.

(g) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with Applicable Law through the Term of the Agreement.

(h) Power Producer shall fulfill all obligations undertaken by it under this Agreement.

Approved and Permits

Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to any applicable CCR.

System Acceptance Testing

(a) The Power Producer shall give 10 days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser’s designated representative.

(b) If the results of such testing indicate that the System is capable of generating electric energy (at full rated KWp) for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send a written notice to Purchaser to that effect, and the date of successful conducting such tests (including the test set out in Section 8.1(c) of this Agreement), and injection of Solar Power at Delivery Point shall be the —Commercial Operation Date .

5. System Operations

The Power Producer as Owner and Operator

The System will be legally and beneficially owned by the Power Producer and / or the Financing Party(ies) and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser’s breach of its obligations, shall be reimbursed in full by Purchaser. The System shall not attach to, or be deemed a part of, or fixture to, the Premises.

The Purchaser covenants that it shall place all parties having an interest in or Security Interest upon the real property comprising the Premises on notice of (i) the license of the Power Producer with respect to the Premises, and (ii) the ownership of the System and the legal status the System as the exclusive property of the Power Producer (or the Financing Parties). If there is any Security Interest created or granted upon the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall forthwith procure a release from the holders of such Security Interest.

Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the Power Producer in writing. Power Producer shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or maintenance of the System by Purchaser or anyone instructed to do such work by Purchaser. In the event of a problem with the System, as a result of the Purchaser actions for which Power Producer is not responsible as provided in this Agreement, Purchaser may choose and pay Power Producer for diagnosing and correcting the problem at Power Producer or Power Producer’s contractors standard rates.
Metering

(a) The Power Producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.

(b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.

(c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer.

(d) The Power Producer shall connect the Solar output to the existing system of the Purchaser as per the requirements and guidelines of the state DISCOM.

(e) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.

(f) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

(g) Power Producer shall be responsible for transformer etc. —if required & metering as per respective clause of E-TENDER (reference to be quoted).

System Disruptions

(a) Availability of premises: Purchaser will provide full access of the Premises to Power Producer for installation, operation and maintenance of the System during the period of Agreement. Purchaser will also provide access of the Premises to Power Producer as required for operation and maintenance of the System. The Purchaser shall also provide access to the Premises after the termination of this Agreement for the purpose of removal of the System from the Premises in accordance with Section 12.2(b)(v) or Section 11.2 of this Agreement.

(b) Purchaser will not provide/construct any structure within its Premises or around its Premises which shades the solar panels affecting the generation of the Solar Power during the Term.

(c) Site area cleaning / repairing and other System Disruptions: In the event that (a) the Purchaser repairs the Premises' for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or

(b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a —Purchaser Act ) result in a disruption or outage in System production (except a Force Majeure Event), then, in either case, Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion of the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the —Disruption Period ). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate over the period in the previous year corresponding to the Disruption Period, and where such data is not available, over the period of thirty (30) days immediately preceding the Disruption Period (—Deemed Generation ). Power Producer shall inform about the disruption or outage in System production, for reasons attributable to Purchaser in
writing with date and time of such occurrences, and Purchaser’s liability shall start from the date of intimation for above of disruption or outage in System production, on account of Purchaser.

6. Delivery of Solar Power

Purchaser Requirement:
Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. Other than as provided elsewhere in this Agreement, in the event that the Purchaser is unable to take 100% of the electricity generated, when it is generated, or where the System is unable to produce Solar Power, then Deemed Generation will apply in the following conditions:

(a) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated due to faults in the equipment’s of the Purchaser e.g., Net meter cables, Equipment’s etc., which may stop the feeding / record of the Solar Power generated.

(b) In the event that the Purchaser fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the System and if such shading occurs, the Power Producer may apply for deemed generation furnishing the calculation for loss in generation due to such shading supported by the relevant data, which shall be approved by Purchaser within one month of submission failing which the Power Producer shall claim provisional deemed generation until the issue is finally settled.

(c) In the event the main metering system malfunctions for reasons beyond the Power Producer’s control (for a reasonable period required for repair/ replacement of the main meter).

(d) In the event there is DISCOM grid failure affecting the delivery of Solar Power.

(e) In the event the Purchaser does not allow the Power Producer to conduct necessary repairs, or the repairs by the Purchaser under Section 5.1 of this Agreement are not adequate.

(f) In the event there are power outages resulting in inability to synchronise.

(g) In the event the System is otherwise unable to generate Solar Power to the extent of its rated capacity for reasons not attributable to a Power Producer Default or a Force Majeure Event.

Estimated Annual Production

The annual estimate of Solar Power with respect to the System for any given year as determined pursuant to this Agreement shall be the —Estimated Annual Production . The Estimated Annual Production for each year of the Term is set forth in Schedule IV hereof.

Suspension of Delivery

Power Producer shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System upon giving one week’s advance written notice to the Purchaser except in the case of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the Power Producer shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser. However, any preventive maintenance shall be done only during the period when plant is not generating.

7. Tariff and Payments
Consideration Purchaser shall pay to the Power Producer a monthly payment (the —Solar Power Payment ) for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility. The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time as detailed in Schedule – II. The Tariff will be equal to Rs._____ /kWh levelized tariff as per <NAME OF EXPERT PSU> allocations. The ‘year’ considered shall be the financial year which April 1st to 31st March of every year as per <NAME OF EXPERT PSU>. Schedule II provides a detailed year on year tariff schedule.

Invoice

The Power Producer shall invoice Purchaser on the first day of first month for next three months in advance for further 3 months, and amount is to be adjusted subsequently, in next three months. The invoice shall be paid quarterly, the (each, an —Invoice Date ) commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding third month. The last invoice shall include production only through the Expiration Date of this Agreement.

The invoice to the purchaser shall include.

(a) The Solar Power calculations for the relevant billing period.

(b) Supporting data, documents and calculations in accordance with this Agreement.

Time of payment

Purchaser shall pay all amounts due hereunder within 30 days after the date of the receipt of the invoice via email or post (—Due Date ).

Method of Payment

Purchaser shall make all payments under the Agreement by cheque / demand draft / electronic funds transfer only in immediately available funds to the Designated Account. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

Late Payment Surcharge/ Early Payment Discount

In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a late payment surcharge shall be payable by Purchaser to the Power Producer at the rate of 1.25% per month (—Late Payment Surcharge ) calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rates. Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoice.

Disputed Payments
In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute within 15 days of receiving the invoice setting out details of the disputed amount. The Purchaser shall pay by the Due Date 100% of any undisputed amount and in case the invoice is disputed, the Purchaser shall pay an amount based on average consumption of last three consecutive undisputed invoices. Where the dispute arises within three months of commencement of billing of power, or in the absence of three consecutive undisputed invoices since such commencement, average consumption shall be calculated based on the available undisputed invoices. Amount so recovered shall be subject to final adjustment on resolution of the dispute. Thereafter, the Parties shall discuss and try to resolve the disputed amount within a week of receipt of such notice of dispute. If the Parties resolve the dispute, an appropriate adjustment shall be made in the next invoice. If the dispute has not been resolved by the date of the next invoice the dispute shall be referred to a committee of one member from each of Purchaser and Power Producer. Where there is any Financing Party, the dispute shall be referred to a Committee of one member from each of Purchaser and Power Producer and one member designated by the Financing Parties. If the dispute is still not resolved by the next following invoice it shall be referred to Arbitration as provided in the present Agreement.

Change in Law:

(a) For the Purpose of this section 7.8, the term —Change in Law shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer.

(i) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Applicable Law, including rules and regulations framed pursuant to such Applicable Law;

(ii) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) of any law in any jurisdiction outside India from which a significant portion of the major equipment for the System (including solar panels) is being imported;

(iii) A change in the interpretation of any Applicable Law by any Governmental Authority having the legal power to interpret or apply such Applicable Law, or any competent court; or

(iv) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or

(v) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for obtaining such Government Approvals; or

(vi) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.

(vii) Any benefit arising due to change in above para (i) to (v) shall be passed on to the Purchaser. But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

(b) Application and Principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Article 7.8, the Parties shall have due regard to the principle that the purpose of compensating the Party affected by such change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.8, the affected Party to the same economic position as if such Change in Law has not occurred and such
impact shall be mutually decided in writing. The Financing Parties shall be consulted in any such decision-making on the impact of Change in Law.

(c) Solar Power Payment Adjustment Payment on account of Change in Law Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:

(i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or

(ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in Law is on account of a change in interpretation of Law.

8. General Covenants

Power Producer’s Covenants

The Power Producer covenants and agrees to the following:

(a) Notice of Damage or Emergency: The Power Producer shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) System Condition: The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer shall provide 24 x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.

(c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) of [___] at the time of commissioning and related Capacity Utilization Factor (CUF) of [___] as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.

(d) Governmental Approvals : While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations

(e) The interconnection of the solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation’s as may be notified by the competent authority. The interconnection of the solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.

(f) Health and Safety: The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining to the health and safety of persons and real and personal property.

Power Producer’s Representatives

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient
manner. The Power Producer designates the following individual as its representative pertaining to performance of this Agreement till the Commercial Operation Date:

Name:

Telephone:

Email:

The Power Producer designates the following individuals as its representative and primary point of contact pertaining to performance of this Agreement following the Commercial Operation Date till termination:

Name:

Telephone:

Email:

**Purchaser’s Covenants**

Purchaser covenants and agrees to the following:

(a) **Notice of Damage or Emergency**: Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) **Security Interest**: Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Security Interest on or with respect to the System. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Security Interest to be discharged and released of record without any cost to the Power Producer, shall procure the execution of all documentation between the Purchaser, the existing holders of such Security Interest and the Power Producer recording the release of such Security Interest, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Security Interest.

(c) **Consents and Approvals**: Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to drawl consume Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other financial incentives.

(d) **Access to Premises Grant of License**: Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser’s authorized representative identified by the Purchaser. Photo IDs will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site.
(e) **Security**: The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. In spite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall he paid the amount on the basis of ‘Deemed Generation’ for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause. Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such damage will be borne by the Purchaser.

(f) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and where the System is required to be removed from the Premises, up to the date of removal of the System from the Premises within the timelines set out in Section 12.2(b)(v) or Section 11.2 of this Agreement, as the case may be, (b) neither Purchaser nor Purchaser’s landlord will interferer or handle any of the Power Producer’s equipment or the System without written authorization from the Power Producer, and (c) the Purchaser shall procure that the Purchaser’s landlord acknowledges, in writing, the license granted and the exclusive rights of the Power Producer (and the Financing Parties) to the System, and confirms that it has no claims in relation to the System.

(g) **Temporary storage space during installation**: Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling.

(h) **Sunlight Easements**: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of ‘sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose.

(i) **Evacuation** — Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the Due Date and pay interest on delayed payments, if any, as per this Agreement.

(j) **Water** - Power Purchaser at zero cost shall arrange Raw Water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels (_____ liters - twice a month).

(k) **Auxiliary Power** — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system, if available and possible, at the rate Purchaser is paying to the DISCOM.

(l) **Relocation** – If the System or one or more of the System’s panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the panel(s) or the System, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these
pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.6. During any interruption in generation during such relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the System or the affected panel(s), as the case may be.

(m) Financing – The Purchaser has been advised that part of the security for the financial arrangements for the System may be the granting of a first priority perfected Security Interest over the System to a Financing Party, and accordingly undertakes to (i) execute all such documents / instruments as may be required by the Power Producer to arrange or secure financing from the Finance Parties, acknowledging the Finance Parties’ Security Interest over the System and, amongst others, acknowledging their rights of step-in / substitution in accordance with the terms of the relevant financing and security documents, and (ii) extend all co-operation necessary to the extent required to enable the Power Producer to assign its rights and liabilities to a Financing Party. Any Financing Party shall be an intended third-party beneficiary of this Section 8.3(m).

9. Representations & Warranties

Representations and Warranties Relating to Agreement Validity In addition to any other representations and warranties contained in the Agreement, each Party represent and warrants to the other that:

(a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;

(b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.

(c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

(e) There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of it’s business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10. Taxes and Governmental Fees

Purchaser obligations

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7. The Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section10.1 excludes taxes specified in Section 10.2.

Power Producer Obligations
The Power Producer shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchasers overall income or revenues.

11. Force Majeure

Definition

—Force Majeure Event means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, —Force Majeure Event shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost by the Power Producer.

Excused Performance: Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

Termination as a Consequence of Force Majeure Event

If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement in consultation with the Financing Parties, and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination). The Power Producer shall have the right to remove the System from the Premises within one (1) month from the date of such termination, or such extended period as may be agreed between the Parties.

12. Default

Power Producer Defaults and Power Purchaser Remedies

(a) Power Producer Defaults: The following events shall be defaults with respect to the Power Producer (each, a —Power Producer Default ).

(i) An Insolvency Event shall have occurred with respect to the Power Producer;
(ii) Failure to achieve Commissioning of the System within the period as per E-TENDER document; and

(iii) The Power Producer breaches any material term of the Agreement and (A) if such breach can be cured within sixty (60) days after Purchaser’s written notice of such breach and the Power Producer fails to cure the same; or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.

(b) Purchaser’s Remedies:

(i) If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement (—Purchaser Preliminary Default Notice ), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

(ii) Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article, the Finance Parties shall have the right to seek substitution of the Power Producer by a Selectee for the residual period of this Agreement for the purpose of performing the obligations of the Power Producer.

(iii) Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power Producer’s Default having regard to all the circumstances: If the Power Producer Default is not cured within a period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.

(iv) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the Estimated Annual Production for a period of two years following the termination, considered on normative capacity utilization factor.

(v) if the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.

(vi) The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

Purchaser Defaults and Power Producer's Remedies

(a) Purchaser Default : The following events shall be defaults with respect to Purchaser (each, a —Purchaser Default )

(i) An Insolvency Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of the Agreement and (A) if such breach can be cured within sixty (60) days after the Power Producer’s notice of such breach and Purchaser fails to so Cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
(iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices (or of the available undisputed invoices, as the case may be) to the Power Producer under Section 7.7 of this Agreement within sixty (60) days from the receipt of notice from the Power Producer of such past due amount.

(b) Power Producer’s Remedies: If a Purchaser Default described in Section 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days’ notice and upon such termination, the Power Producer shall be entitled to receive from Purchaser the Purchase Price and any other unpaid dues that have accrued under this Agreement. The Purchase Price payable shall be the Purchase Price specified in Schedule III that falls on such date. Upon the payment of the Purchase Price and such unpaid dues, (a) the Power Producer shall cause the title of the System to transfer to the Purchaser and (b) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

13. Limitations of Liability

Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.

Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured and for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser.

14. Assignment & Novation

The Purchaser acknowledges and agrees that the Power Producer may, without prior consent of the Purchaser,

(i) assign its rights, entitlements, interests and benefits and transfer its obligations under this Agreement by way of security in favour of the Financing Parties, and / or create a right of step-in/ substitution in favour of the Financing Parties.

(ii) at any time after the Commercial Operation Date and with prior consent of the Financing Parties, novate the Agreement to a third party, and transfer any or all of its rights and obligations under this Agreement to such third party (—New Party), so long as such novation ensures that the obligations of the Power Producer under this agreement shall be duly discharged by the New Party. Upon such novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Power Producer’s rights and/or obligations under this Agreement to the New Party.
The Purchaser may, with the prior written consent of the Power Producer and the Financing Parties (which consent shall not be unreasonably withheld), assign its rights under this Agreement.

**Notices**

Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

**Power Producer's address and contact details:**

**Purchaser's address and contact details:**

**Notice**

Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by facsimile and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered or sent by courier delivered or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.

15. Confidentiality

**Confidentiality obligation**

(a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System (—Confidential Information ) to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively —Representatives ), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to it after Purchaser's need for it has expired or upon the request of the Power Producer.

(b) If the Purchaser provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, (—Confidential Information ) to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns Confidential Information regarding the facilities Or plans of the Purchaser, the Power Producer shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, the Power Producer may provide such Confidential Information to its officers, directors, managers, employees and Affiliates (collectively, —Representatives ), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of Confidential Information shall be informed by the Power Producer of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The Power Producer shall be liable for any breach, of this provision by any entity to whom it improperly
discloses Confidential Information. All Confidential Information shall remain the property of the Purchaser and shall be returned to it after the Power Producer's need for it has expired or upon the request of the Purchaser.

**Permitted Disclosures**

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that:

(a) Becomes publicity available other than through the receiving Party.
(b) Is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required filling, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement.
(c) Is independently developed by the receiving Party;
(d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

**16. Indemnity**

**Power Producer's Indemnity**

Subject to Section 13, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively, the —Purchaser Indemnified Parties) from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Power Producer's negligence or willful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser indemnified Party.

**Purchaser's Indemnity**

Subject to Section 13, Purchaser agrees that it shall indemnify, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the —Power Producer indemnified Parties) from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any rowel Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

**17. Miscellaneous**

**Amendments**

This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.

**Goodwill and Publicity**

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties
shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

**Industry Standards**

Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation Industry in the relevant market shall be the, measure of whether a Party’s performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

**Cumulative Remedies**

Except as set forth to the contrary herein, any right or remedy of the Power Producer or Purchaser shall be cumulative and without prejudice to any other right or remedy.

**No Waiver**

The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision in any other instance or of any other provision in any instance.

**Survival**

The obligations under Section 8:1 (d) (Power Producer Covenant), Sections 8.3(d), (e), (f) and (g) (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 12.2 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. Termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

**Governing Law & Jurisdiction**

(a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Delhi shall have jurisdiction over any action or proceeding arising under the Agreement.

(b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. Any Dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given below. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made. Cost of conciliation shall be equally shared by both the parties.

(c) Arbitration Procedure:

**Settlement of Dispute:**

If any dispute of any kind whatsoever arises between Purchaser and Power Producer in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any
question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause , shall be finally settled by arbitration.

In case the Contractor (Power Producer) is a Public Sector Enterprise or a Government Department:

In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

In All Other Cases

In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Purchaser and the Power Producer shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of Applicable Law as mentioned in Clause (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

Arbitration proceedings shall be conducted with the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue or arbitration shall be Mumbai.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

The arbitrator(s) shall give reasoned award.
Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

Cost of arbitration shall be equally shared between the Power Producer and Purchaser.

Severability

If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

Successors and Assigns

This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the Power Producer and Purchaser and their respective successors and permitted assigns.

Counterparts

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Independent Service Provider

This Agreement is on a principal to principal basis between the parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

Non-Exclusive Agreement

This Agreement is on non-exclusive basis. The Purchaser is free to engage any other service provider's or may entrust services similar to those provided by the Power Producer under this Agreement to any other person/s, provided the Power Producer's rights under this Agreement are not affected in any manner.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect of the subject matter of this Agreement and supersedes all prior agreements and undertakings; written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

Insurance

The Power Producer shall maintain at its own costs, throughout the tenure of this Agreement and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to comprehensive general liability insurance including theft and vandalism, covering the System and accidental losses, bodily harm, injury, death of all individuals employed/assigned by the Power Producer to perform the services required under this Agreement. Any insurance in relation to the Premises other than in relation to the System shall be required to be obtained by the Purchaser in consultation with the Power Producer and the Financing Parties. All such insurance...
policies obtained by the Purchaser shall name the Power Producer as an additional insured party and as loss payee and shall be assignable in favour of any Financing Parties.

Annual accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.

**Intellectual Property**

Each Party shall retain exclusive ownership, right and title over its respective intellectual property, and nothing in this Agreement shall entitle either Party to use the other Party’s intellectual property, or be construed as granting a license in respect of any Party’s intellectual property.

**Entire Agreement**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

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

FOR & ON BEHALF OF
THE PRESIDENT OF MJP
Signature: 
Name: 
Designation: 

FOR & ON BEHALF OF
POWER PRODUCER
Signature: 
Name: 
Designation: 

WITNESSES
1 Signature: 
Name: 
Designation: 

WITNESSES
Signature: 
Name: 
Designation: 

WITNESSES
2 Signature: 
Name: 
Designation: 

WITNESSES
Signature: 
Name: 
Designation:
**SCHEDULE-I**

<table>
<thead>
<tr>
<th>Description of the Premises:</th>
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<tbody>
<tr>
<td>Premises Overview</td>
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<td>Segment</td>
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<td>Type of Roof</td>
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<td>Hours of Operation</td>
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<td>Security</td>
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<th>Capacity and Area Requirement</th>
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<tr>
<td>Capacity</td>
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<td>Module Area</td>
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<td>Number of Building</td>
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<td>Roofs</td>
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<td>Capacity</td>
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<td>Distribution</td>
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</table>
**SCHEDULE II**

Following are the details of the tariff agreed between the parties.

Purchase shall pay power producer for solar power at the rate equal to INR _____/kWh which is the levelized tariff as per <NAME OF EXPERT PSU> allocation.

Year wise tariff is as follows:

| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 | Year 16 | Year 17 | Year 18 | Year 19 | Year 20 | Year 21 | Year 22 | Year 23 | Year 24 | Year 25 |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|

The fees and payment details are provided in detail under clause 7 of this agreement.
SCHEDULE III

The following is the purchase value of the system over a period of 25 years. This may be applicable under the following conditions.

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other reason.

The price reference taken for calculating the total cost of the System is as per RFS rates for the state of , which has used the CERC guidelines for arriving at the System cost. On such System cost, the Purchase Price is determined on a year-on-year depreciation basis as follows:

<table>
<thead>
<tr>
<th>Year of Term (End of Year)</th>
<th>Calendar Year</th>
<th>Purchase Price in Crores ( Rs)</th>
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### SCHEDULE IV

<table>
<thead>
<tr>
<th>Project: kWp Solar On-Grid Power Project</th>
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<tbody>
<tr>
<td>Location: New Delhi</td>
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<tr>
<td>Design Criteria</td>
<td></td>
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<tr>
<td>Expected Yearly Energy Generation Sheet</td>
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<tr>
<td>End of Year</td>
<td>Yearly Degradation</td>
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<td>Year</td>
<td>‘MWh’ (Modules &amp; System)</td>
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SCHEDULE V

Government approvals:

1. To be obtained by the power producer

All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project.

2. To be obtained by Power Purchaser

Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING. Power Purchaser will apply for net metering and bear the cost of net meter only.

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<table>
<thead>
<tr>
<th>Purchase Price for ........ kWp system @ Rs. /- Watt.</th>
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<tbody>
<tr>
<td>Year</td>
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SCHEDULE VI

SELECTEE

1. Substitution of the Power Producer

The Financing Party may seek to exercise right of substitution by an amendment or novation of the Agreement executed between Power Producer and the Purchaser in favour of the Selectee, The Purchaser and the Power Producer shall cooperate with the Financing Party to carry out such substitution.

2. Substitution Notice

Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article, the Financing Party, upon receipt of a written advice from the Purchaser confirming such failure, shall be entitled to notify the Parties of the intention of the Financing Party to substitute the Power Producer by the Selectee for the residual period of this Agreement (the — Substitution Notice ).

3. Interim Operation of Project

(a) On receipt of a Substitution Notice, no further action shall be taken by any Party to terminate this Agreement, except under and in accordance with the terms of this Schedule VI of this Agreement.

(b) On issue of a Substitution Notice, the Financing Party shall have the right to request the Purchaser to enter upon and takeover the Project for the interim and till the substitution of the Selectee is complete and to otherwise take all such steps as are necessary for the continued operation and maintenance of the Project, and the Power Producer shall completely cooperate in any such takeover of the Project by the Purchaser.

(c) If the Purchaser refuses to take over the Project on request by the Financing Party in accordance with clause 3(b) above, the Power Producer shall have the duty and obligation to continue to operate the Project in accordance with this Agreement till such time as the Selectee is finally substituted.

(d) The Financing Party and the Purchaser shall, simultaneously have the right to commence the process of substitution of the Power Producer by the Selectee in accordance with these terms, and the Power Producer hereby irrevocably consents to the same.

4. Process of Substitution of Power Producer

(a) The Financing Party may, on delivery of a Substitution Notice notify the Purchaser and the Power Producer about the Financing Party's decision to invite and negotiate, at the cost of the Financing Party, offers from third parties to act as Selectee, either through private negotiations or public auction and / or a tender process, for the residual period of this Agreement. Subject to and upon approval of the Purchaser, such Selectee shall be entitled to receive all the rights of the Power Producer and undertake all the obligations of the Power Producer under this Agreement and any other Project documents executed between the Power Producer and the Purchaser, in accordance with these terms of substitution.

(b) Upon the Purchaser approving the Selectee, the Power Producer shall transfer absolutely and irrevocably, the ownership of the Project to such Selectee simultaneously with the amendment or novation of this Agreement and other Project documents executed between the Power Producer and Purchaser in favour of the Selectee.